

List of Definitions

The definitions in this List of Definitions are capitalised terms and expressions used in the Agreement of VBA and have the meanings as defined hereunder:

Affiliate(s)	the ultimate parent of such Party and any and all persons with respect to which such ultimate parent directly or indirectly, holds more than 50% (fifty per cent) of the nominal value of the share capital issued or more than 50% (fifty per cent) of the voting power at general meetings of a Party; and any person that has the power to appoint and to dismiss a majority of the directors or otherwise to direct the activities or policies of such Party whether through the ownership of securities, by contract or agency or otherwise or in respect of which a Party has such control
(the) Agreement	means the Framework Agreement and/or the TCP, if applicable, and any of its Written schedules, attachments or other documents applicable to the relationship between the Supplier and VBA, included the Purchase Agreement(s)
Barcode	a scannable code (example: RFID, BC 128, QR code) that contains information regarding a Purchase Order and/or Products
Bridging Period	<p>the period needed for VBA to adjust to an extended Delivery Time proposed by the Supplier</p> <p>Example:</p> <p>A Product is ordered weekly with a Delivery Time of 1 week. In week 1 VBA would order the Products needed in week 2, week 2 VBA would order the Products needed in week 3.</p>

VB-Airsuspension B.V. Management System				
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In week 1 Supplier changes Delivery Time to 3 weeks. This would mean VBA would be unable to receive products in week 2 and 3 as week 4 is the first option that is 3 weeks ahead.

During this period (in this example week 2 and 3) Supplier has to Deliver goods with a shorter Delivery Time to bridge the gap. VBA will order the products for week 2 (Delivery Time of 1 week), week 3 (Delivery Time of 2 weeks) and the products for week 4 (Delivery Time of 3 weeks as proposed by Supplier) in week 1

Buyerscode	a code indicating internal purchasing conditions of VBA (examples: BtS-OK, BtS-OK-FC, BtS-PLAN-R). Only when used in or in connection with a Forecast the code BtS-OK-FC or BtS-OK-FC3 can be an indication to Supplier referring specifically agreed terms of purchase as agreed to in a Framework Agreement between Parties
Cancellation Notice	means a Notice made by VBA in Writing and sent to the Supplier informing the latter that they will cancel a Purchase Order, which has immediate effect
to be (in) Conform(ity)	means the Product and/or Service contain the Properties, Performance and characteristics that VBA may expect it to have on the basis of the Agreement, the Purchase Order and the Technical Documents. This also applies to any defects: the Product does not have any defects which VBA on the basis of this Agreement, the Purchase Order and the Technical Documents could expect not to be present. If applicable a instruction manual or instructions for safe and proper use should be included. If the Product and/or Service deviates in any way mentioned above or is in breach of article 7.6 of the QAA, it is deemed to be Non Conform
Damages	means any direct and indirect damages as well as consequential damages, such as, but not limited to,

contractual penalties incurred by VBA, judicial and extra judicial costs and/or costs for Recall, or claims based on personal injury, included claims for loss of working capacity and/or death, including compensation (*smartengeld*) and including punitive damages, penalties, fines, claims, suits, actions, legal or administrative proceedings, demands, judgements, liabilities, interest, attorneys' fees, (judicial and extrajudicial) costs and expenses of whatsoever kind or nature (including but not limited to special, indirect, incidental and/or consequential damages), in any manner caused or claimed to be caused by or in connection to Products and/or Services Delivered by the Supplier, or anyone acting under its direction or control or on its behalf

DCC	means Dutch Civil Code (Burgerlijk Wetboek)
Delivery / to Deliver / Delivered / Deliveries	means making the Products available to VBA, regardless of whether VBA takes possession of the Products at the time it is made available, or at the agreed address based on the relevant Incoterm
Delivery Date	the agreed upon date on which Products are to be Delivered. This date is based on the Lead Time, or agreement between Parties;
Drawing(s)	a drawing of a Product provided by VBA to Supplier, recognisable from its VB logo, or a drawing of a Product provided by the Supplier to VBA and signed (<i>ondertekend</i>) by VBA
Drawing Number	the unique number of the Drawing of Product including it's Revision Status
Electronic(ally)	any message sent or received via the agreed electronic data interchange (EDI)
Essential Stipulations	a stipulation that is of such essential importance that without this stipulation the agreement would not have been concluded or without this stipulation there would not be a consensus on the essence of the agreement. Examples of Essential Stipulations are the Ordered Product or Service,

			the Product Number, the Drawing Number, the Price per Product or Service, the quantity, Quantity Discount or any applicable discount, Lead Time, Incoterms, MOQ, etc.
Expir(y)ation Date			a date until which a document is valid (example: an Offer has an Expiry Date of 4 months)
Forecast			means the monthly rolling forecast as an indication for planning purposes of VBA's Products and/or Services requirements for a period to be determined by VBA
Framework Agreement			the agreement, called Framework Agreement of Purchase, which contains specific terms of purchase between VBA and its Supplier in deviation of the Terms & Conditions of Purchase (TCP)
Incoterm			means the chosen Incoterm, based on the ICC Incoterms 2020
Lead Time			the time stipulated in the Offer in Working Days, as the case may be, for the Delivery of the Product
Loss(es)			missed revenue or loss of income, i.e. inability to sell Sales Products, Overstaffing
Marking of Parts			an explicit Written instruction concerning the marking of Products. If VBA makes a new revision of this document, VBA will send the Supplier the revised version of this document. The Supplier can at all times send an email to purchase@vbairsuspension.com to receive the latest revision of this document. The revised version of this document shall apply to all Purchase Orders sent by VBA to the Supplier after the date of sharing the revised version of this document
MOQ (Minimal Quantity)	Order		the minimum order size that a Supplier is willing to accept for a specific Product
Multiplier			per what number of Products a Purchase Order can be increased
Non Conform(ity)			means that the Product and/or Service is not in Conformity

Non Conformity Report	a report issued by VBA describing a Non Conformity to Supplier
Non-Disclosure Agreement (NDA)	any agreement between the Parties regarding the confidentiality and non disclosure
Notice / to Notify	means any form of Written or Electronical communication with material effects on the Agreement
Notice Period	means the period stipulated in the Agreement in which a Notice must be given
Offer	means the Written and/or Electronic offer of the Supplier to VBA for (a) specific Product(s).
Offer Form	the standardised form (template) as provided by VBA via their Website to provide VBA with an Offer
Overstaffing	means the situation where VBA is confronted with a workforce exceeding the essential number required for efficient and effective operation as a result of default by the Supplier
Package(ing)	means the actual material used by the Supplier to pack the Products for transportation, storage and Delivery
Packaging Registration Form	a form supplied by VBA to the Supplier on which the Supplier can propose a method of packaging Products in deviation/addition to the standard method of packaging Products
Packing List	the list provided by the Supplier describing what is part of this Delivery
Party/Parties	the parties to the Agreement
Party A-B Statement	the agreement called Agreement On The Foundation of Manufacturer Responsibilities As Holder Of ECE/EC Type Approval which contains specific terms for manufacturing of type-approval Products in accordance with EU-guidelines

Performance	the way a Product may be expected to perform based on the Technical Documents and any other requirements, such as test results, if applicable
Price(s)	the price Supplier has Offered to VBA for a certain Product per Price Unit without VAT
Price Unit	the unit a price is per. Examples: per piece, per box, per 100 pieces, per meter)
Product(s)	the products to be Delivered by the Supplier to VBA which can be identified by their unique Product Number (and Drawing Number, if applicable), including any rights or claims connected with it. Products should always be in Conformity
Product(ion) Batch	a specific group of Products that are traceable by a unique production batch number assigned by the Supplier
Product Number	the unique identifying number of the (Delivered) Product assigned by VBA (and if applicable a Drawing Number is connected to this Product Number)
Properties	the properties and/or characteristics a Product may be expected to have, included the material and/or specific components used, such as the colour etc., as implied in the Technical Documents
Purchase Agreement (koopovereenkomst)	the result of the Purchase Order (<i>aanvaarding</i>) based on the Offer (<i>aanbod</i>)
Purchase Order Number	means the unique number of the Purchase Order generated by VBA
Purchase Order(s)	the purchase order transmitted by VBA Electronically or in Writing (with a unique identifying number assigned by VBA) or the Written acceptance by VBA of the Offer transmitted by the Supplier, as the case may be
Quality Assurance Agreement (QAA)	the agreement between Parties concerning quality assurance and requirements

Quantity Discount (<i>staffel</i>)	an incentive offered to VBA that results in a decreased price per unit of Products and/or Services when purchased in greater numbers.
Recall(s)	any measure aimed at and necessary for achieving the return of a product that has already been made available to the consumer, including all of the same Products in stock, because the Product is (deemed to be) defective, Non Conform or has any other kind of quality deviation in safety and/or (processing) operation of the Product or intellectual property infringement, as a result of which it does not offer the safety and/or operation that one is entitled to expect. For the purpose of the Agreement, recall includes withdrawal from the market, which means any measure aimed at preventing a product in the supply chain from being made available on the market
Request For Information (RFI)	a form supplied by VBA to the Supplier, to be filled out by the Supplier, to identify the business of the Supplier and determine if Parties wish to enter into a potential relationship in which Supplier will produce and/or supply Products to VBA
Revision Status	the unique version number assigned to unique statuses of a Drawing of a Product; the revision Status of a Drawing is always indicated by the last characters of the Drawing Number, i.e. D-00xxxx-XX. This can be a letter (D-00xxx—A) for prototypes or a number (D-00xxxx-00 or -01 and so on) for Products. An offer from a Supplier should always mention a Drawing, indicated with the Drawing Number, of which the last characters are the revision Status of the Drawing. A Drawing can be changed from time to time, a new version of which is indicated by a new revision Status
Sale Products	products sold to its customers or kept in stock by VBA, which are, or contain Products
Services	the services to be provided by Supplier to VBA as detailed and described in the relevant Offer and/or the Purchase

	Order or any other form of Written or Electronical form of communication
Subcontractor(s)	a company or person that carries out work for the Supplier, under its responsibility, to which a right may be transferred
Supplier	a natural person or legal entity that Delivers Products and/or Services to VBA and enters into the Agreement becoming a Party to it
Surface Conditions and Surface Treatment	an explicit Written instruction concerning surface conditions and surface treatment of the Products. If VBA makes a new revision of this document, VBA will send the Supplier the revised version of this document. The Supplier can at all times send an email to purchase@vbairsuspension.com to receive the latest revision of this document. The revised version of this document shall apply to all Purchase Orders sent by VBA to the Supplier after the date of sharing the revised version of this document
Terms & Conditions of Purchase (TCP)	the latest version of the terms and conditions of purchase of VBA as made available on the Website
Technical Document(s)	all documents, such as but not limited to construction documents and/or Drawings, Marking of Parts, Surface Conditions and Surface Treatments, Wiring Harness Assembly Guidelines and/or technical specifications, that are/may be provided by VBA to its Supplier or any other document relevant for production or Delivery of Products to VBA and any other document designated by VBA as a technical document.
Tooling Agreement	an agreement between the Parties regarding Tooling
Tooling	a specific tool with which Supplier is able to make Products for VBA, molds included
Unit	the unit a Product is used in, this can be per Meter, per Piece, per box, per collo etc.

VBA	means the limited liability company incorporated under Dutch law VB-Airsuspension B.V. and/or a subsidiary
Website	the website of VBA: www.vbairsuspension.com
Wiring Harness Assembly Guideline	an explicit Written instruction concerning the production of Products that are wiring harnesses. If VBA makes a new revision of this document, VBA will send the Supplier the revised version of this document. The Supplier can at all times send an email to purchase@vbairsuspension.com to receive the latest revision of this document. The revised version of this document shall apply to all Purchase Orders sent by VBA to the Supplier after the date of sharing the revised version of this document
Working Days	means Mondays through Fridays but shall not include Saturdays, Sundays, or public holidays in the Netherlands
Written / in Writing	means all written messages, including e-mail