

 <p>Components Purchasing Department BP 1 - 69540 IRIGNY Fax 04.72.39.44.96</p>	<p>ANNEX TOOLING ORDER</p>	<p>Supplier :</p> <hr/> <p>N° order :</p>
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Agreement done in two copies

LAUNCH OF TOOLINGS

- The launch of toolings shall be undertaken only with JTEKT formal agreement (drawing with following mention : "Bon pour execution")
- The supplier shall provide all the information for this agreement (definition/ref./cost/capacity/lead time).

PARTICULAR CONDITIONS

- The tooling(s) covered by this order is (are) the property of JTEKT. The supplier undertakes to identify them via a plate or engraving showing the reference of the part and bearing the words "Property of JTEKT. Cannot be distrained."
- JTEKT reserves the right to visit your workshops without notice for any inspection that may be related to the said toolings.
- Insurance: The toolings supplied to your company by JTEKT shall be insured against any damage by and at the expense of the supplier.
- Changes and maintenance:
 - . No changes may be made to a tooling without the written agreement of JTEKT's Purchasing Department.
 - . The supplier undertakes to keep the toolings in good repair and to provide preventive and remedial maintenance.

CUSTODIAN'S OBLIGATION

- Under no circumstances may toolings leave your plants for sub-contracting by third parties without written authorisation from JTEKT's Purchasing Department.
- Under no circumstances may toolings be used for sub-contracting for third parties without written authorisation from JTEKT's Purchasing Department.

LATE-PAYMENT PENALTIES

- 0 % of the total amount of the tooling order shall be withheld per week of lateness after the jointly decided deadline.
- The minimum all-inclusive amount withheld shall not be less than

PLANNING

- Detailed planning of the construction of the toolings must be forwarded to us within 15 days of receipt of the order.
- A general drawing of the tooling must be supplied to us detailing all its characteristics and the characteristics of the machine(s) using the tooling. PAYMENT of the final invoice for the tooling after approval of the product by JTEKT is subject to compliance with this condition.
- You must be able to provide, at our request, the originals of the tooling invoices along with the insurance certificates.

TERM/TERMINATION

- This agreement is deemed to come into force on acceptance by the supplier of the toolings order placed by JTEKT and to apply for as long as the tooling is in the custodianship of the supplier, whose responsibility it is.
- Any request to destroy the tooling shall be the subject of an application to JTEKT and subject to the written agreement of JTEKT's Purchasing Department.
- It is expressly agreed that JTEKT reserves the right to take back all or part of the tooling placed under the supplier's custodianship after notification of the latter by the former via registered letter.
- Implementation of this right shall result either in the suspension or in the total or partial termination hereof.

ACCEPTANCE OF CONDITIONS OF AGREEMENT

- This agreement has been forwarded in duplicate. One copy is to be duly signed and returned along with the order receipt acknowledgement within 15 days of receipt. In case of no return of this document, JTEKT will consider that supplier agrees completely with all conditions.

Date :
Supplier's Stamp + Signature

Date :
Signature of JTEKT PURCHASING

Purchaser's name