

# FRAME PRICE AGREEMENT

Between

**LEONI Bordnetz-Systeme GmbH**

Flugplatzstr. 74, 97318 Kitzingen, Germany,

(hereinafter "LEONI")

and

... [PLEASE INSERT NAME OF SUPPLIER]

... [PLEASE INSERT ADDRESS OF SUPPLIER]

(hereinafter "Supplier")

(individually or collectively hereinafter "Party" or "Parties")

the following Agreement is concluded:

## Table of Contents

1 Subject.....	1
2 Terms and conditions of price, delivery and payment.....	2
2.1 Prices .....	2
<b>[Optional:]</b> 2.2 Delivery Terms .....	2
2.3 Payment Terms .....	2
2.4 Development services, sample deliveries .....	2
2.5 Competitiveness .....	2
<b>[OPTIONAL:]</b> 2.6 Special agreements .....	2
3 Term and termination.....	2
4 Jurisdiction and Venue, Arbitration Clause, Choice of Law .....	3
5 Miscellaneous.....	3

## 1 Subject

1.1 This Frame Price Agreement is an integral part of the General Supply Agreement (GSA) concluded between the Parties on XX/XX/XXXX **[PLEASE ENTER A DATE HERE]** or will become part of a GSA yet to be concluded between the Parties. This Frame Price Agreement shall also apply provided (a) no GSA between the Parties will be/has been concluded, or (b) a GSA between the Parties will be/has been terminated.

1.2 To the extent that this Frame Price Agreement is part of a GSA, the applicability of this Frame Price Agreement for the Supplier and its Affiliates (collectively or individually hereinafter "Supplier") and LEONI and its Affiliates (collectively or individually hereinafter "LEONI") corresponds to the applicability of the GSA with the Supplier to LEONI.

1.3 Otherwise, this Frame Price Agreement shall apply for all deliveries and services regarding products from the Supplier and its Affiliates to LEONI. The Supplier can at any time request from LEONI a list of the Affiliates of LEONI, and LEONI can at any time request from the Supplier a list of the Affiliates of the Supplier. For the purpose of this Frame Price Agreement (i) Affiliates of LEONI shall be legal entities, which are controlled directly or indirectly by LEONI AG but only to the extent that these Affiliates are organized in the Wiring Systems Division of LEONI AG and (ii) Affiliates of the Supplier shall be legal entities, which are controlled directly or indirectly by the Supplier. For the purpose of these definitions "Control" or "Controlling" shall mean to have, directly or indirectly, equal or more than 50% of company shares or voting rights .

1.4 The Supplier completely guarantees and is responsible for that the Affiliates of the Supplier accept the terms and conditions of this Frame Price Agreement as legally binding and committing. The Supplier shall bear the risk of non-recognition.

1.5 This Frame Price Agreement takes fundamental precedence over other price agreements between the Parties. If a subsequent individual price agreement is concluded between the Parties that is advantageous for LEONI, this subsequent price agreement takes precedence over this Frame Price Agreement. If a subsequent individual price agreement is disadvantageous for LEONI, it will only be valid if it clearly states in writing that it shall supersede the provisions of this Frame Price Agreement.

## 2 Terms and conditions of price, delivery and payment

### 2.1 Prices

The prices stated in Enclosure 1 shall apply. All prices stated in Enclosure 1 are in Euro, plus the respective applicable VAT and including packaging costs.

### **[Optional:]** 2.2 Delivery Terms

FCA Supplier's Plant shall apply as delivery terms each time including packaging and in accordance with INCOTERMS® 2020 as published by the International Chamber of Commerce (ICC).

### 2.3 Payment Terms

The following terms and conditions of payment shall apply:

... **[PLEASE INSERT PAYMENT TERM]**

### 2.4 Development services, sample deliveries

Potential development services by the Supplier are settled by the prices stated in Enclosure 1. The prices stated in Enclosure 1 shall also apply for potential sample deliveries.

### 2.5 Competitiveness

LEONI has the right to exclude individual products from this Frame Price Agreement and/or GSA for deliveries and services, insofar as the competitiveness of the respective products in respect of technical changes, quality, prices or deadlines is impaired. See Section 7 of the GSA.

### **[OPTIONAL:]** 2.6 Special agreements

...

## 3 Term and termination

3.1 This Frame Price Agreement shall enter into force when signed by both Parties and is concluded for an indefinite period.

**[Alternative:]** This Frame Price Agreement shall enter into force with effect from XX/XX/XXXX **[PLEASE ENTER A DATE HERE]** and is concluded for an indefinite period.

3.2 The Parties may terminate this Frame Price Agreement exclusively in accordance with (i) Sections 21 and 22 of the GSA, if such GSA is concluded between the Parties, or (ii) Sections 20 and 21 of the GTCP, if no GSA is concluded between the Parties.

3.3 In case of termination of this Frame Price Agreement, this Frame Price Agreement shall also apply beyond the contract term to deliveries and services, for which a binding individual contract between the Supplier and LEONI has been concluded until the expiry of the Frame Price Agreement.

## 4 Jurisdiction and Venue, Arbitration Clause, Choice of Law

4.1 For jurisdiction and venue as well as for arbitration Section 24 of the GSA shall apply if such GSA is concluded between the Parties. Section 23 of the GTCP shall apply if no GSA is concluded between the Parties.

4.2 For choice of law Section 25 of the GSA shall apply if such GSA is concluded between the Parties. Section 24 of the GTCP shall apply if no GSA is concluded between the Parties.

## 5 Miscellaneous

Section 26 of the GSA shall apply if such GSA is concluded between the Parties. Section 25 of the GTCP shall apply if no GSA is concluded between the Parties.

**LEONI Bordnetz-Systeme GmbH**

**... [PLEASE INSERT NAME OF SUPPLIER]**

\_\_\_\_\_, \_\_\_\_\_  
(location) (date)

\_\_\_\_\_, \_\_\_\_\_  
(location) (date)

\_\_\_\_\_  
Name:  
Function:

\_\_\_\_\_  
Name:  
Function:

\_\_\_\_\_  
Name:  
Function:

\_\_\_\_\_  
Name:  
Function: