

## General Purchasing Terms and Conditions of the company AUFEER DESIGN, s.r.o.

### 1 Introductory Provisions

These General Purchasing Terms and Conditions form an integral part of any agreements for supplies of goods, services, production and other activities and works (mainly those of construction nature) ordered by the company AUFEER DESIGN, s.r.o. Any explicit arrangements of the Contracting Parties in particular agreements that deviate from the General Purchasing Conditions shall take precedence over the provisions of these General Purchasing Terms and Conditions (GPTaC).

#### 1.1 Definitions

Price - price for delivered Goods agreed between the Parties in the Contract. The agreed Price shall not be changed unilaterally. The Price can be agreed for specific supplies of the Goods, or for a certain period of time.

CISG - United Nations Convention on Contracts for the International Sale of Goods.

CRJ - Council Regulation (EC) No. 44/2001 on the jurisdiction and the recognition and enforcement of judgements in civil and commercial matters, as later amended.

Taxes mean VAT and any other related taxes, customs duties, tariffs or other payments in public budgets.

Delivery note - a delivery note issued by the Contractor in which the Customer confirms due and timely delivery of the Goods by the Contractor to the Customer, in compliance with the GPTaC. The Delivery note contains the information stated in the GPTaC.

Contractor - Legal entity, natural person or another subject at which the Customer has ordered the Goods, and which shall deliver the Goods to the Customer. Contractor is not a third entity at which the Contractor ordered transport of the Goods to the Customer.

Confidential information - (i) The content of the Contract and its subject, content of the Orders, Invoices, Delivery notes, Goods, Technical specifications and intellectual and industrial ownership rights; (ii) technical know-how of the Parties and their trade secret; (iii) any facts that the Parties learn directly or indirectly in the performance of the obligations and exercise of the rights from the Contract; (iv) any negotiations, interviews, correspondence and/or other written materials that directly or indirectly relate to the Contract and/or any other circumstances stated under (i), (v), and any other circumstances, documents and information that the Parties identify as confidential, or the confidential character of which results from their nature.

Invoice - an invoice issued by the Contractor to the Customer for the delivered Goods by which the Contractor charged the price of the delivered Goods to the Customer. Invoice is a tax document and shall contain all the data and information as per the GPTaC and relevant legal regulations.

Tools - technical instruments used to make the Goods that the Customer provided to the Contractor, or that were made by the Contractor based on the Technical specifications provided by the Customer at its expenses or at the expenses of the Customer.

Customer - the company AUFEER DESIGN, s.r.o. that is stated in the Contract or in the Order as the Customer or the Buyer.

Order - order of the Goods by the Customer addressed to the Contractor that contains the quantity and/or volumes of the ordered Goods, Prices, Delivery terms, maturity terms and other terms stated by the Customer. Order contains a reference to the GPTaC with a date from when they are effective.

Authorisation - valid and effective authorisation of the Contractor to perform their activity, production and delivering of the Goods, including relevant permits, accreditations, certificates or other confirmations issued by the state authority bodies or by other authorised entities.

The Authorisations, as advised above, include also the status of an approved exporter from a competent customs or other authority in the event of Contractors out of the territory of the European Union with which the European Union entered into a free trade agreement or another agreement that allows deliberation of customs duty in import, or preferential reduction of the customs duty on the import of the Goods by the Contractor to the Customer.

Commercial Code - Act No. 89/2012 Coll., Civil Code, as amended by later regulations, applicable and effective in the territory of the Czech Republic.

Offer - a written offer of the Goods by the Contractor for the Customer based on a written or verbal demand of the Customer containing mainly the specification, quality, quantity and price of the Goods, payment and delivery conditions, and the validity of the offer from the date of its issue.

The Party, the Parties - the Parties to the (Customer, Contractor) contractual relationship based on the Contract.

Technical materials - any technical materials, data, drawings, templates, models, matrices, patterns, designs or any other information regardless of their character, form or nature that the Customer provides to the Contractor in order to fabricate and/or deliver the Goods or Tools, or just procures for the Contractor at the expenses of the Customer.

Goods - any goods or services ordered by the Customer at the Contractor. The term Production and supplies of the Goods means even the provision of services and other activities and works (especially those of construction nature).

GPTaC - the present General Purchasing Terms and Conditions. The GPTaC are issued as other trade terms, pursuant to the provision of 1751, Commercial Code. The GPTaC form an integral part of the Contract and Order regardless of whether they are attached to those. The GPTaC are binding regardless of whether signed by the Parties, or not.

Force Majeure - any natural force or event that is not controlled or controllable by humans - strike, war, rise, civil disorders, measures by state power authorities including laws, other generally binding regulations and general regulations, and any other serious event that occurred independently on the will of the Parties. Primary or secondary insolvency is not a Force Majeure event.

Contract - a contract adjusting the contractual relationship between the Customer and the Contractor the subject of which is delivering and/or supplying of the Goods to the Customer. The Contract includes also any special agreement on the quality or any other contractual document that adjusts the conditions of quality and/or delivery of the Goods that the Parties entered into, or which the Parties agreed to. In the event that the Parties have not entered into any written agreement, or into any framework contract, a particular Order accepted in accordance with the GPTaC shall be considered the Contract along with the Delivery note whilst the Contract in this case originates at the moment when the Order is accepted, as advised fewer than 2.2. The GPTaC form an integral part of the Contract. Any deviating provisions of the Contract take precedence over the GPTaC as long as agreed in written by both Parties on the same deed carrying the signatures of the authorised representatives of the Parties.

ZMPS - Act No. 91/2012 Coll., on Private International Law, as amended by later regulations, valid and effective in the territory of the Czech Republic.

1.2 Unless results otherwise from the Contract or the GPTaC, or unless the Parties agree otherwise, (i) any reference to any provision, legal regulations, the GPTaC or the Contract means a reference to the current wording of these, including all previous changes, revisions and supplements; (ii) any reference to any legal regulation means a reference to the Czech legal regulations; (iii) any reference to an article, paragraph or annex means a reference to the article, paragraph or annex contained in the GPTaC.

### 2 Ordering of Goods

#### 2.1 Offer

The Contractor shall submit the Offer to the Customer within two (2) days following the demand of the Customer. The Offer becomes binding for the Contractor at the moment it is presented to the Customer. Unless explicitly stated otherwise in the Order, by issuing the Offer for the Customer the Contractor accepts the GPTaC applicable the day when the Offer is presented to the Customer. The Offer is considered accepted when the Customer confirms it in full by its Order. No provisions of the Offer that are contradictory to the GPTaC shall be regarded unless explicitly accepted by the Customer in the Order.

If the Customer takes any step prior to the Order that leads to the selection of the Contractor (nomination, nomination letter, etc.), such step shall not be considered the acceptance of the Offer by the Customer; shall not be binding for the Customer, and the Customer shall be authorised to any time change or cancel such step.

Every Contractor coming from any country out of the European Union territory with which the European Union has a free trade agreement that authorises deliberation from the customs duty on import, or preferential customs duty reduction on the Goods imported by the Contractor to the Customer, is obliged to get the status of approved importer and demonstrate to the Customer that such status has been granted by sending a legitimate decision of a competent customs or other authority of their country on granting that status with an official translation in the Czech or English language.

#### 2.2 Issue of Order

The Customer issues the Orders in its own forms that are sent to the Contractor in written or by means of an electronic system used between the Parties. Written orders shall be signed by the Customer or a competent representative of the Customer. The Order shall be deemed delivered if sent via fax or if registered in the electronic system used by the Parties.

Every Order shall contain the Price that was agreed between the Customer and the Contractor. Should the Customer not agree on the Price with the Contractor prior to sending the Order the Price stated in the Order shall be considered a Price proposal. The Price includes also freight costs for the delivery of the Goods, as well as any charges and bonuses for the use of any licences and sub-licences to the intellectual and industrial rights used to fabricate the Goods.

INCOTERMS shall apply to any commercial clauses.

#### 2.3 Order acceptance

If the Contractor agrees with the Order it shall accept it by confirming the Order. The acceptance shall be finalised upon written confirmation and acceptance of the Order by the Contractor or by a competent employee in charge that will be delivered to the Customer. Should the Contractor fail to accept any Order within three (3) days from its sending the Order will cease automatically.

If any Order is delivered by means of the electronic system used between the Parties such Order shall be deemed delivered at the moment it is registered in the system on the part of the Customer. Any Order delivered by means of the electronic system used by the Parties shall be deemed accepted at the moment it is accepted in the electronic system by means of a relevant element or functionality of the electronic system.

If there is a Contract entered into by the Customer and the Contractor that adjusts the relationship between the Parties, or if the Contractor ahead expresses its consent with these GPTaC in another manner, the Contractor is authorised to refuse the acceptance, or object a particular Order due to Force Majeure reasons only. Any other reason for refusal of the acceptance of any Order, or objections against any Order, is ineffective, and will not result in non-acceptance and invalidity of the Order. Any objections against the Order have to be justified and delivered to the Customer in written, either by post or by fax, and shall be signed by the Contractor or by a competent authorised employee of the Contractor. Unless Contractor rises justified objections against any Order in compliance with this paragraph of clause 2.2 within three (3) days following its delivery the Order shall be automatically accepted upon the lapse of the said term.

Upon the Order acceptance the Contractor (i) accepts also these GPTaC and at the same time (ii) declares and confirms to be a holder of all authorisations that are, based on the Contract, requirements of the final customer and/or relevant legal regulations, necessary or required for the implementation of the delivery based on the Order.

#### 2.4 Changes to Order

The Customer is authorised to change retrospectively the Orders, including the ordered quantities of the Goods, design changes, fabrication of the Goods, etc. Any changes and supplements to the Order shall be delivered in the same manner as the Order itself, and have to state the reference to the Order they relate to.

Any changes and supplements to the Order shall be binding for the Contractor. If the Price increases due to any changes in the Order, the Parties shall agree on a new Price that will reflect the changes made to the Order. Should the Parties fail to agree on a new Price that will reflect the changes to the Order the initial Order shall be binding, and the Customer is authorised to withdraw from the Contract.

If the changes and supplements of the Order are delivered prior to the acceptance of the original wording of the Order, by accepting the original wording of the Order or any change or supplement of that Order the Contractor accepts the Order automatically, including any changes to its delivered prior to the Order acceptance.

- 2.5 The Customer is authorised to cancel the Order within seven (7) days from its delivery to the Contractor regardless of whether the Contractor has already accepted the Order within the stated term.
- 2.6 The Customer may send any Order prospects or trend estimates to the Contractor for a longer period of time determined by the Customer, or agreed with the Contractor. Any outlooks or trend estimates of the Orders are intended to adapt the capacities and production of the Contractor. Any outlooks or trend estimates of the Orders are not binding for the Parties, and no rights or claims shall arise to the Contractor in the event those are not achieved. Any outlooks or trend estimates of the Orders can be delivered electronically, by fax or otherwise in a manner usual between the Parties, particularly by means of electronic systems.
- 3 Fabrication of Goods and quality requirements
- 3.1 In fabrication of the Goods the Contractor is bound by the instructions of the Customer. The Customer is authorised to give instructions to the Contractor even electronically or via fax. In the fabrication of the Goods the Contractor is bound by the Technical specifications of the Customer, and fabricates the Goods exclusively using the Tools as long as they are provided in accordance with their definition.
- 3.2 The Contractor is obliged to supply the Customer with the Goods properly, fully and in the agreed quantity, quality and terms stated in the accepted Order and without any defects, including legal. The delivered Goods shall not be burdened with any third parties' rights, or any rights established in benefit of any third parties, rights of lien and other security rights.
- 3.3 The Goods shall be fabricated to the state-of-the-art science and technology in the given area and in the quality that is at least at the level of competition in the given realm. Should the Contractor deviates from the said state and level it is obliged to notify the Customer promptly in written, stating the reasons and causes of that deviation, and adopt any measures to achieve that state and level.
- 3.4 The Contractor is obliged to fabricate the Goods accordingly with the legal regulations, GPTaC, Contract, Customer, defined technical and quality parameters, and standards and principles to ensure the quality. The Contractor is obliged to facilitate to the Customer control over meeting the instructions of the Customer, Technical specifications, legal regulations, GPTaC, Contract, standards and quality principles, including control over the manufacturing and control facilities, manufacturing premises, materials and documentation.
- 3.5 The Contractor is obliged to place identification, labels or symbols on the Goods as advised by the Customer. Order or the Technical specifications. The Contractor shall identify the Goods (every packaging) by VDA4902 label that contains mainly (i) the code and description of the Goods in the meaning of any requirement of the Customer, Order, delivery plan and/or any reference; (ii) quantity of the Goods in a packaging (net and gross quantity, number of pieces); and shall allow (iii) retrospective identification of the Goods; (iv) assignment of the Goods to the accompanying documentation (delivery note, invoice, material certificate, safety data sheet, etc.); and (v) shall identify the Contractor and the origin of the Goods.
- 3.6 Upon the request of the Customer the Contractor is obliged to provide the Customer for the access to the manufacturing premises in order to inspect whether the quality of the Goods fabrication, the technical parameters of the fabrication, etc., are maintained.
- 3.6 Quality management systems complying with the international standards TS, VDA, QS and ISO apply as the base of the evaluation and determination of the required scope of measures and documentation for quality assurance.
- 4 Delivery of Goods
- 4.1 The Contractor shall deliver the Goods as per the instructions of the Customer and, with each delivery of Goods, the Contractor shall deliver also the Delivery note, Invoice, packing note, material certificate and other documents, including the accessories to the Goods (user manuals in Czech language, etc.). In the event that the supply of Goods lacks any of the above listed documents, particularly the document on the origin of the Goods, the Goods shall not be deemed delivered duly, in full and free of defects. In the handover and takeover of duly delivered Goods the Parties shall sign the delivery note.
- 4.2 The Delivery note shall contain (i) number of the Delivery note; (ii) identification of the Parties (trade name, registered office, ID No., record in the Commercial Register; (iii) identification of people who hand and take the Goods over in the name or on behalf of the Parties; (iv) identification of the Goods (name, number / nomenclature of item at the Customer and Contractor, the number of purchase document (Order, Delivery plan or references), gross and net quantity, unit of measure, unit and total price, quantity and type of pallets) whilst items with no nomenclature shall be stated in the Delivery note only once in an aggregate quantity specifying the quantity; (v) evaluation of pilot run and measured values if that measurement was taken; (vi) specification of defects and failures that are detectable in ordinary inspection in the event that the Customer accepts the Goods with any defects; and (vii) signatures of people who were present at the handover and acceptance of the Goods.
- 4.3 If the Goods are supplied from a country out of the European Union the Contractor shall, together with the Delivery note, submit also a declaration of the origin of the Goods issued accordingly with the legal regulations of the European Union.
- 4.4 Every delivery of the Goods must be proper, complete, timely and free of any defects. Acceptance of the Goods with any defects does not deprive the Contractor of its liability to remove the defects at its expenses.
- 4.5 The Contractor is not authorised to retain any Tools, Technical specifications or Goods regardless of the reason of such withholding.
- 4.6 Any Contractor coming from a country out of the European Union that the European Union has entered into a free trade agreement with that allows deliberation from the customs duty on import or preferential customs duty reduction on import of Goods by the Contractor to the Customer, and that has a status of an approved importer is obliged, along with the Goods, to deliver to the Customer the Declaration of the origin in the Czech or English language; the declaration shall contain (i) a reference to the relevant customs document; list of the imported Goods; (ii) declaration stating that these Goods have preferential origin in the country of the Contractor; and (iii) other information required by legal regulations.
- 5 Price and Payment Terms
- 5.1 The Parties hereby agree the Price for the delivered Goods separately. The Price shall only be changed based on a written mutual agreement of the Parties.
- The Price shall be increased by Taxes as per relevant legal regulations. In the event that competent authorities ask the Customer to pay Taxes, especially the value added tax that is normally supposed to be paid by the Contractor, the Customer shall be entitled to claim any Taxes paid thereby, including their attributions.
- 5.2 The Contractor is authorised to charge the Price only for Goods that were delivered properly and on time. Every invoice shall contain (i) all attributions of a tax and accounting document as per relevant legal regulations of the country of the Customer and also of the country of the Contractor unless the Contractor is a Czech entity; (ii) Goods identification (name, number / nomenclature of the item at the Customer and Contractor, number of the purchase document (Order, delivery plan or reference), gross and net quantity, unit of measure, unit and total price, quantity and type of pallets) whilst the items with no nomenclature shall only be stated once in the Delivery note in the aggregate amount specifying the quantity; and (iii) complete and correct data regarding the banking connection, including the trade name of the bank, account number and IBAN and SWIFT codes of the bank; otherwise the Customer shall not be held liable for any delay in payment of the Price or any losses or damages suffered from a failure to pay the Price or any delayed payment of the Price attributable to missing data as per the present clause.
- Should any invoice not be issued in accordance with legal regulations and/or the GPTaC the Customer is entitled to return the Invoice to the Contractor for correction. The payment term does not run until a new duly issued Invoice is delivered, and shall start again only upon the delivery of a properly issued Invoice.
- 5.3 The price shall be invoiced in the Czech Crown currency. In the event that the Price is agreed in a different currency the exchange rate of the European Central Bank applicable the day when the Order is sent by the Customer to the Contractor shall be used for the conversion from that different currency to CZK.
- 5.4 Maturity period is agreed in the Contract. If not agreed in Contract, maturity period shall be as follows: (i) in case that the supply of Goods to Buyer duly took place in the course of the first half of the respective month (hereinafter referred to as the "Month of delivery") the maturity period shall lapse on the first day of the third month following the Month of delivery (i.e. if, for instance, the Goods were duly supplied to the Buyer on 14<sup>th</sup> March, the maturity period shall lapse on 1<sup>st</sup> June) and (ii) in case that the supply of Goods to Buyer duly took place in the course of the second half of the Month of delivery the maturity period shall lapse on the fifteenth day of the third month following the Month of delivery (i.e. if, for instance, the Goods were supplied to the Buyer on 28<sup>th</sup> March, the maturity period shall lapse on 15<sup>th</sup> June). Supplier shall send the Invoice to Buyer at least ten (10) days prior to its maturity date, otherwise the maturity date is prolonged by the period of delay of Invoice receipt.
- 5.5 The price is due in a bank transfer to the account of the Contractor. The price is deemed paid the day when the Price is credited to the account of the Contractor by the Bank of the Customer. Any bank fees associated with the transfer are paid by either Party to their bank at their expenses.
- 5.6 The Customer is entitled to unilaterally adjust the Prices every year as of January 1, whilst the following factors shall be taken into consideration: (i) the value of the annual inflation for the previous calendar year in the territory of the Customer's state or the European Union (the highest inflation value shall be applied); (ii) changes in the costs of energies on the world markets; (iii) changes of the costs of input raw materials on the world markets; (iv) changes in rights that invoke increase of costs and prices, e.g. tax regulations, labour regulations, regulations adjusting social security, etc.; (v) well documented and convincing possibility to achieve a better price at competitors of the contractor whilst those competitive price shall not be contradictory to the competition and other legal regulations, and shall not be lower than the production costs of that competitor (predator appraisal).
- 5.7 Any adjustments as per 5.6 shall be accomplished during the first six (6) months of relevant year, and shall apply as of January 1 of the current year. Accordingly with such revisions, the Parties shall issue and deliver relevant credit notes or debit notes, without an unreasonable delay, upon the adjustment of the Prices, and send these to the other Party.
- 5.8 The Contractor is entitled to ask the Customer to initiate negotiations on the adjustment of the Price, apart from clause 5.6 in the event the Price of the input materials on the world markets changes by more than 5%. The Contractor is obliged to demonstrate that change to the Customer in a trustworthy manner.
- 5.9 The Contractor is obliged to provide for and demonstrate to the Customer a credit limit of financial coverage of the supplies in an amount that allows continuous ordering and supplies whilst keeping the agreed maturity term.
- 5.10 The Customer is not obliged to pay any advance payments or proforma invoices to the Contractor unless both Parties explicitly agree to do so. In principle, the Customer shall provide an advance payment to the Contractor only against a bank guarantee ensuring a proper and timely delivery of the Goods whilst such advance payments can be provided exclusively in order to make purchases over EUR 200,000.
- 5.11 The Customer is entitled to withhold a payment of the Price should the Contractor fail to deliver the Goods fully, duly or timely, or should the Contractor deliver the Goods with any defects until the Goods is delivered duly and in full and free of any defects. The Customer shall notify the Contractor of withholding the payment whilst such notification may have an electronic or fax form. The due term of the price shall be automatically prolonged by the time the payment of the Price is withheld, as per the present provision.
- 5.12 Pursuant to § 1881 par.1, the Commercial Code, the Contractor is not authorised to assign any claims from the Contract, GPTaC or the legal relationship established by the Contract and/or GPTaC or from any other relationship directly or indirectly associated with the Contract and/or GPTaC that it has towards the Customer, to any third parties.
- 5.13 The Contractor is not authorised to unilaterally include any claims it has towards the Customer in any claims of the Customer that the Customer may have towards the Contractor.
- 5.14 The Contractor is obliged to participate in mutual approval of claims and liabilities between the Parties.
- 5.15 The Contractor is not authorised to establish to any claims it may have towards the Customer from the Contract, GPTaC or any legal relationship established by the Contract and/or GPTaC or legal relationship directly or indirectly associated with the Contract and/or GPTaC, right of lien or any other right in benefit of any third party.
- 5.16 Irrespective from the other provisions of these GPTaC (especially irrespective from its clause 5.4 hereabove) and irrespective from any provision of the Contract the following shall apply in case when any of the state/governmental authority, due to the need of elimination of risk of spread of infectious diseases or due to the need of aversion of negative unpredictable events, issues any decision or ruling stipulating any limitations of force that might have negative adverse effect on operation of the Buyers business (such as any measure that might impact the circulation of goods, free movement of persons, performance of works by the Buyer or its suppliers): the maturity period shall be automatically prolonged so that the invoice of the Supplier become mature on the first day of the month following the term stipulated in clause 5.4 hereabove.
- 6 Remedy of defects of Goods and warranty terms

- 6.1 Acceptance of the Goods with any defects does not deprive the Contractor of its liability to remove the defects at its expenses. The Customer shall notify the Contractor of any defects it may find in the Goods within a thirty-day (30) term following the discovery of those whilst any such notification as per the present clause may have a form of an electronic or fax report.
- 6.2 The warranty period for the Goods is twenty-four (24) months from the due and full delivery of the Goods, free of defects, unless the Parties agree on a shorter or longer warranty term. In the event that the Goods are spare parts for products that are not fabricated in bulk any longer, the warranty period shall be extended by the planned period of storage of these products specified by the manufacturer (particularly as concerns motor vehicles).
- 6.3 Upon the delivery of any Goods with defects, and/or delivery of any Goods that are not proper and complete, the Contract shall be considered breached in a severe manner. The Customer is authorised to claim (i) remedy of defects by supplying alternate Goods in replacement of the defective Goods; delivery of missing Goods and request remedy of any legal defects; or (ii) request remedy of defects by reworking the Goods if those defects are repairable; or (iii) return the Goods or any part of it to the Contractor whilst the Contractor shall bear the associated expenses; return and risk of damage; or (iv) request reasonable discount from the Price; or (v) withdraw from the Contract or relevant Order. The Contractor is obliged to accept remedy of defects and performance of related works at its expenses by means of a third person appointed by the Customer or by any client of the Customer.
- 6.4 No claims shall originate to the Customer if the defects occur due to the use of the Goods in contradiction with any user, maintenance or assembly manuals that the Contractor provided to the Customer, or in natural wear. No claims shall rise to the Customer from the warranty even in the event that those defects originate in consequence of using any improper instructions of the Customer, Technical specifications or Tools, and the Contractor had notified the Customer in written prior to the commencement of the fabrication of the Goods or use of those instructions, Technical specifications or Tools of the unfitness of those, and the Customer, despite that written warning, yet insisted in using those.
- 6.5 Any expenses and risk associated with the exercise of any claims from the warranty, remedy of defects of the Goods and performance of any related works (screening, crushing, reworks, processing of the Goods to deviation, return of the Goods, etc.) shall always be borne by the Contractor.
- 6.6 Within a term of five (5) business days the Contractor shall settle any claim and issue a credit note, alternatively any other materials relating to the quality management system. Should the Contractor fail to send a credit note in a reasonable term the Customer shall settle the difference in a corrective accounting document issued in its own name or in the name and to the account of the Contractor. Any settlement as per the present clause shall not deprive the Contractor of its liability for damage and expenses associated with remedy of any defects of the Goods.
- 6.7 The Contractor shall issue a written warranty statement for the Customer containing at least the above mentioned warranty terms and not limiting the above warranty terms in any manner whatsoever. Failure to issue such warranty statement that is in contradiction with the Contract and GPC shall not affect the warranty terms stated in the present GPC in any manner whatsoever.
- 7 Technical Specifications and Tools
- 7.1 The Technical specifications remain the property of the Customer, and the Contractor is only authorised to use them to fabricate and deliver the Goods to the Customer. The Contractor shall return the aforementioned Technical specifications to the Customer promptly upon the termination of the Contract. The Contractor is not authorised to abandon or assign in any manner whatsoever any right to the Technical specifications to any third party.
- 7.2 The Contractor is obliged to fabricate the Goods exclusively by means of the Tools as long as these were provided to it by the Customer, or were fabricated based on the Technical specifications. Without prior written consent of the Customer the Contractor is not authorised to use the Tools to fabricate the Goods, or provide any services for any third party.
- 7.3 If the Tools are fabricated at the expenses of the Customer the owner of the Tools is the Customer.
- 7.4 The Contractor is not authorised to abandon or assign in any manner whatsoever any right to the Tools, or to establish the right of lien to the Tools, or any right in benefit of any third parties, including security rights, otherwise the Contractor shall be held liable towards the Customer for any damages that the Customer may suffer in direct or indirect consequence of breaching that ban.
- 7.5 If the Tools are fabricated at the expenses of the Contractor the Customer has the pre-emption right to these Tools provided that the purchase price of the Tools did not exceed the manufacturing costs of the fabrication of the said Tools. The Contractor is not authorised to abandon or assign in any manner whatsoever any right to the Tools, or to establish the right of lien to the Tools, or any right in benefit of any third parties, including security rights without prior written consent of the Customer; otherwise the Contractor shall be held liable towards the Customer for any damages that the Customer may suffer in consequence of breaching that ban.
- 7.6 The Contractor is obliged to visibly identify the Tools belonging to the Customer and the Technical specifications as the property of the Customer, stating the trade name and registered office of the customer, and stating explicitly that it is the property of the Customer.
- 7.7 Upon the request of the Customer, the Contractor shall facilitate to the Customer the inspection of the Technical specifications and Tools. Such inspection can be only conducted in working days between 08:00 and 16:00. The Contractor is obliged to notify the Customer in written of any new relocation of the Technical specifications and Tools to another plant of the Contractor, as well as of any change of the rights to the Tools, including any establishment of the rights of lien, other rights in benefit of third parties, or withholding of these.
- 7.8 The Contractor shall carry out maintenance and repairs of the Tools at its expenses.
- 8 Intellectual and Industrial Property Rights
- 8.1 Upon the provision of the Technical specifications and Tools to the Contractor the Customer provides the Contractor with a non-exclusive licence for the utilisation of intellectual and industrial property rights that are associated with the said Technical specifications and Tools. The use of the above licence is limited exclusively to the fabrication of the Goods for the Customer. The licence shall last for the period of the Contract duration, and expires on the termination of the Contract. The Contractor is not authorised to use the above intellectual and industrial property rights to another purpose than to fabricate the Goods for the Customer.
- 8.2 The Contractor shall be held liable for any breach of foreign intellectual and industrial property rights of third parties that may occur in association with the fabrication of the Goods, or in relation to the Contract. The Contractor shall be held liable for the Goods being delivered to the Customer not breaching any intellectual and industrial property rights of third parties, either in full or in part. The Contractor shall not be held liable for breaching the above rights only if these rights were breached by the Customer upon the provision of the Technical specifications and Tools as long as the Contractor could not know about that breach, even if exercised due care.
- 8.3 The Contractor shall notify the Customer in written of any intellectual and industrial property rights and any third parties' intellectual and industrial property rights that the Contractor is authorised to grant sub-licences to, and that the Contractor used for the fabrication of the Goods. Any used licences and sub-licences shall facilitate the import of the Goods to all countries the Customer delivers the Goods and products to, the fabrication of which the Goods are used for. The Contractor liberates the Customer and any client of the Customer of any claims for the use of these rights to intellectual and industrial property.
- 8.4 The Parties shall promptly notify each other of any claims of any third parties relating to the intellectual and industrial property rights, and cooperate mutually in the settlement of any situation that may arise.
- 8.5 The Contractor is not authorised to register any intellectual and industrial property right that belong to the Customer, including any rights originated in relation to any development Order of the Customer, or within any consultations with any specialists cooperating the people or employees of the Customer. In the event the Contractor obtains these rights in contradiction with the above clause it shall promptly transfer them to the Customer.
- 9 Secrecy and Confidentiality of Information
- 9.1 The entire content of the Contract is confidential. The Parties are obligated to keep unconditional secrecy of Confidential Information.
- 9.2 The obligation to secrecy of Confidential Information applies to any liability to any third party.
- 9.3 Provision of the Confidential Information to any public administration authorities is not considered breaching the secrecy obligation relating to the Confidential Information, pursuant to relevant legal regulations provided that the Confidential Information is provided to public administration authorities in accordance with legal regulations. A Party providing any Confidential Information to a public administration authority is obliged to promptly notify the other Party in written and cooperate closely in the provision of further protection of secrecy of such Confidential Information.
- 9.4 If the Parties enter into a special agreement the subject of which is protection of the Confidential Information such agreement shall take precedence over the provisions of the present paragraph of GPC as long as that agreement provides the Information with broader protection.
- 10 Liability
- 10.1 The Contractor shall be held fully liable for damage, including the actual damage, lost profit and other directly or indirectly associate damages that may arise in consequence of breaching any of its obligations from the Contract, GPTaC, legal regulations or any other regulations that are binding between the Parties.
- 10.2 The Parties shall not be held liable for damage only if that damage was suffered due to (i) any Force Majeure event, and the first Party notified the aggrieved Party sufficiently ahead of the anticipated effect of Force Majeure, or promptly after it, as long as the aggrieved Party could not be notified ahead of the Force Majeure effect for any reasons that were not attributable to the first Party; or (ii) such damage was caused by breaching any obligations of the aggrieved Party from the Contract, GPTaC, legal regulations or any other regulations that are binding between the Parties, by the aggrieved Party, to the extent to which such breach caused by the aggrieved Party contributed to the origin of that damage.
- 10.3 In case that any third person raises any claim against the Customer for compensation of any damage that was caused by direct or indirect breach of any obligations of the Contractor from the Contract, GPTaC, legal regulations or any other regulations that are binding between the Parties, the Contractor shall reimburse the Customer for any loss that would be awarded to the Customer upon a legitimate and enforceable decision of the court of another competent public authority. The Parties undertake to cooperate in solving of any such situation. The Force Majeure provision shall only apply in this case if the Customer successfully refers itself to the Force Majeure intervention towards a third person.
- 10.4 The Contractor shall be held fully liable towards the Customer even for damages that the Customer may suffer in the event of any justified preventive measures implemented by the Customer or any client of the Customer (particularly any assembly events).
- 10.5 The obligation of Customer's reimbursement of Contractor's losses shall be excluded if the Customer efficiently reduces its liability towards its own client.
- 11 Sanctions
- 11.1 Should the Contractor be delayed in proper and full delivery of the Goods, it is obliged to pay a contractual penalty to the Customer in the amount of 0.02% of the Price for each even begun day of the said delay. The above sanction shall not affect the title of the Customer to damage reimbursement.
- If the obligation to pay any Taxes for the Contractor arises to the Customer the Contractor shall also be titled to claim a contractual penalty in the amount of 0.2% of an amount that equals that tax, including any attributions for each day following the moment of paying the tax by the Customer to a competent authority until the Customer is reimbursed for the payment of the Tax by the Contractor. The above provision shall not affect the title of the Customer for damage reimbursement.
- 11.2 Should the Customer be delayed in the payment of the Price the Contractor is entitled to claim payment of delay charges in the amount of 0.02% of the Price for each even begun day of such delay. The Parties agreed that if such delay lasts less than two (2) weeks the Contractor shall not be entitled to claim delay charges for that period of time and the contractual penalty under this provision must not exceed 15% of the total price of this Order.
- 11.3 The Contractor shall reimburse the Customer for the below specified contractual penalties if the below obligations are not met whilst these sanctions shall not affect in any manner whatsoever the title of the Customer to damage compensation:
- CZK 1,250 for issuing of claim  
CZK 1,250 for failure to meet the sampling term,  
CZK 2,500 for organisation of sorting a defective delivery,  
CZK 1,250 for failure to meet the packing procedures,  
CZK 5,000 for endangering the continuity of Customer's production due to delayed delivery,

CZK 1,250 for failure to submit 8D report within 24 hours from sending a request,

CZK 1,250 for any incorrect, incomplete or missing data or document on Invoice, Delivery note or any other accompanying documents,

CZK 1,250 for null escalation degree applied towards the Contractor and subsequently a multiple of that sanction for every higher degree.

- 11.4 Should the Contractor breach the obligation to establish the right of lien or any other rights in benefit of any third parties towards its claims to the Customer as advised in clause 5.15 of the present GPC, it shall pay a contractual penalty to the Customer in the amount of 25% of the value of every liability established in contradiction with clause 5.15, GPTaC.
- 11.5 The Contractor shall reimburse the Customer for any of the aforementioned sanction within thirty (30) days following the delivery of the call for payment of those. The call for payment can have a form of an invoice.
- 12 Delivering
- 12.1 Any documents delivered as per the present Contract and/or GPTaC shall be delivered in person, by courier or by registered mail.
- 12.2 Orders can be delivered also by usual mail, electronic mail, and fax or by means of other electronic systems used by the Parties.
- 12.3 The Contractor is obliged to send a notice of delivery to the Customer right after dispatching the Goods. Delivery notes shall be delivered together with the Goods. A Delivery note shall be deemed delivered upon the signature of the Customer and delivery of the Goods to the Customer.
- 13 Governing law and competences of courts
- 13.1 The GPTaC, the Contract and any associated legal regulations shall be fully governed by the Czech law. The Contract is concluded in accordance with the Commercial Code and is fully governed by the provisions of it.
- 13.2 Pursuant to Article 6, CISG, the CISG shall not apply to the Contract, GPTaC and the legal relationship between the Parties.
- 13.3 Pursuant to the provision of § 85, ZMPS, and Art.1 letter b), CRJ, the legal competence for settlement of disputes arising from the GPC, Contract and/or any relationships that are associated with these, the content of these and/or the subject of these, either directly or indirectly, pertains to the Czech court exclusively.
- 13.4 As per the above clause, the locally competent court for settlement of disputes, is the locally competent court in the jurisdiction of which the Customer's registered office is situated.
- 14 Change to the GPTaC, change to the Contract and termination of the Contract and fabrication of Goods
- 14.1 The Customer is authorised to change the GPTaC unilaterally. The Customer shall notify the Contractor of any change to the GPC and the date of any such effectiveness of the change by means of its website and by references in the Orders. The current wording of the GPTaC is available for inspection at the registered office of the Customer and on the website of the Customer.
- 14.2 The Contract shall only be changed based on a mutual written agreement signed by both the Customer and the Contractor. The above provision shall not apply to any changes to the GPC pursuant to clause 14.1, the GPTaC.
- 14.3 The Contract can only be terminated based on (i) mutual written agreement of both Parties signed by the statutory representatives of the Parties; or (ii) withdrawal in accordance with the GPTaC; or (iii) by termination notice complying with the GPTaC; or (iv) in another manner the Parties mutually agree to in the Contract.
- 14.4 The Customer may withdraw from the Contract or Order (i) due to reasons advised in the Commercial Code or other legal regulations; or (ii) should the Contractor fail to duly and timely deliver the Goods to the Customer; or (iii) should the Contractor breach any of its other obligations and commitments from the Contract, GPTaC and/or any legal regulations; or (iv) in case any client of the Customer which the Customer supplies the Goods with as a supplier in another form, either terminates or plans to terminate the relationship with the Customer; or (v) for any other reasons stated in the Contract or GPTaC.
- 14.5 The Contractor is entitled to withdraw from the Contract (i) should the Customer fail to pay the agreed Price to the Contractor even within an extended term stated in the written call for payment that the Contractor delivers to the Customer whilst such additional term of payment has to last at least thirty (30) business days following the written call for payment delivered to the Customer by the Contractor; or (ii) should the Contractor not agree with the changes to the GPTaC as advised in clause 14.1 whilst the Contractor is entitled to withdraw from the Contract for this particular reason only within thirty (30) days following the receipt of such changes to the GPTaC; or (iii) for other reasons stated in the Contract or in the GPTaC.
- 14.6 Either Party is entitled to withdraw from the Contract
- (I) should the other Party go bankrupt or becomes insolvent; or (ii) should a proposal for declaration of bankruptcy, settlement permission or restructuring be lodged against the other Party, or a proposal for initiation of any insolvency proceedings based on any title of the other Party, or (iii) should bankruptcy be declared on the property of the other Party, settlement or restructuring permitted, or any insolvency proceedings initiated based on the title of the state of the other Party, or (iv) if the proposal for declaration of bankruptcy, permission of settlement or restructuring or proposal for initiation of any insolvency proceedings as per the title of the state of the other Party was rejected for lack of property of the other Party,
- (I) if the other Party was dismissed and entered liquidation; or (ii) if the other Party's authorisation for the performance of entrepreneurial activity has expired; or (iii) if the other Party was deprived of the competence to perform legal acts, or that competence of that Party was somehow limited.
- The other Party has suspended its business activities, or does not conduct business activities any longer.
- 14.7 The Customer is entitled to withdraw the Contract for any reason without justification. The termination notice is six (6) months and begins the first day of the calendar month that directly follows the month in which the notice is delivered to the Contractor.
- 14.8 Both withdrawal from the Contract and the termination notice shall have written form and shall be signed by the statutory representatives of the Parties and delivered to the other Party in person or by registered letter. The Contract is terminated by the delivery of the termination notice to the other Party, or upon the lapse of the notice period. The termination of the Contract shall not apply to the provisions on the selection of the right, jurisdiction of courts, liability for damage and sanctions.
- 14.9 As of the day of withdrawal from the Contract or the lapse of the notice period the Contractor shall terminate the fabrication of the Goods and ordering of any input materials and other inputs. Any Orders that were not delivered or settled by the Contractor as at the day of delivering the withdrawal of lapse of the notice period shall be deemed cancelled at the moment of the Contract termination. Withdrawal from the Contract shall not affect any already fulfilled obligations from the Contract.
- The Customer shall not be held liable towards the Contractor for any stock of input materials or any other inputs or goods in progress as of the day of the withdrawal from the Contract or lapse of the notice period, and any such stocks of these input materials, other inputs and goods in progress shall be borne by the Contractor unless the Parties agree otherwise.
- 15 Final Provisions
- 15.1 Any reference to any other commercial purchasing, delivery or any other conditions made in the documents of the Contractor, including the invoices and delivery notes, is ineffective, and does not obligate the Customer regardless of whether such document is signed by the Customer, or not.
- 15.2 The Contractor undertakes not to refer in any documents relating to the Contract and the contractual relationship with the Customer, the invoices and delivery notes included, any references to any other commercial, purchasing, delivery or other conditions than to the present GPTaC.
- 15.3 If any of the provisions of the present GPTaC becomes invalid or ineffective, such invalidity of ineffectiveness shall not affect in any manner whatsoever the validity and effectiveness of the remaining provisions.
- 15.4 If the present GPTaC are translated to other languages the decisive language version shall be the Czech version which is the original one.
- 15.5 Documents for the Contractor.
- The Contractor acknowledges the following CSR and AUFEER DESIGN quality management documents:
- a) Code of Ethics for Contractors,
  - b) Code of Conduct,
  - c) Environmental policy
- The provisions of the Terms and Conditions shall take precedence over the documents referred to in this provision.
- 15.6 These GPTaC are effective since 18<sup>th</sup> March, 2020.