



GENERAL PURCHASE CONDITIONS

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DKL Tech s.r.o.

MEMBER OF MATADOR GROUP

01.05.2024
DKL Tech s.r.o.
Chabarovská 240/19, 460 06 Liberec

GENERAL PURCHASE CONDITIONS OF DKL Tech s.r.o.

1. Introductory provisions

These General Purchase Conditions form an integral part of all contracts for the supply of goods, services, production, and other activities and works ordered by DKL Tech s.r.o.

Express provisions of the parties in specific contracts that deviate from the General Purchase Conditions shall prevail over the provisions of these General Purchase Conditions (GPC).

1.1. Definition

Price – The price for the Goods delivered as agreed between the Parties in the Contract. The agreed Price cannot be unilaterally changed. The Price may be agreed for specific deliveries of Goods or for a specific period of time.

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

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

Taxes means VAT and any other applicable taxes, duties, tariffs or other payments to public budgets.

Delivery Note – A delivery note issued by the Supplier on which the Customer confirms the proper and timely delivery of the Goods by the Supplier to the Customer in accordance with the GPC or the Contract. The Delivery Note shall contain the information set out in the GPC.

Supplier – A legal entity, natural person or other entity from which the Customer has ordered the Goods, and which delivers the Goods to the Customer. The Supplier is not a third party from whom the Supplier has ordered the Goods to be transported to the Customer.

Confidential Information – (i) the Contents of the Contract and its subject matter, the contents of Orders, Invoices, Delivery Notes, Goods, Technical Documentation, Tools and intellectual and industrial property rights, (ii) the Parties' technical know-how and their trade secrets, (iii) any facts of which the Parties have directly or indirectly become aware in the performance of their obligations and exercise of their rights under the Contract, (iv) any negotiations, conversations, correspondence and/or other writings directly or indirectly related to the Contract and/or other facts referred to in (i), (v), and any other facts, documents and information which the Parties designate as confidential or whose confidentiality arises from their nature.

Invoice – An invoice issued by the Supplier to the Customer for the Goods supplied by which the Supplier invoices the Customer for the Price for the Goods supplied. The Invoice is a tax document and must contain all data and information in accordance with the GPC and the relevant legislation.

Tools – Technical means used for the manufacture of the Goods provided by the Customer to the Supplier or made by the Supplier on the basis of the Technical Documentation provided by the Customer at its own expense or at the Customer's expense.

Customer – DKL Tech s.r.o., which is named in the Contract or on the Order as the Customer or the Purchaser, namely:

- **DKL Tech s.r.o.**
with registered office at Chabarovská 240/19, 460 06 Liberec, Czech Republic, ID: 28726014, VAT: CZ28726014, registered in the Commercial Register C 28904, registered at the Regional Court in Ústí nad Labem

Order – An Order for Goods from the Customer addressed to the Supplier, which contains the quantities and/or volumes of Goods ordered, Prices, Delivery Dates, due dates and other terms and conditions set by the Customer. The Order shall also contain a reference to the GST with the date from which they are effective.

Authorisations – Valid and effective authorisations of the Supplier to carry out its business, manufacture and supply the Goods including relevant permits, accreditations, certificates or other approvals issued by public authorities or other authorised bodies.

The Authorisation also include the status of an approved exporter by the relevant customs or other authority in the case of Suppliers from outside the European Union with which the European Union has concluded a free trade agreement or other agreement that provides for duty exemption on import or preferential duty reduction on import of Goods by the Supplier to the Customer.

CC – Act No. 89/2012 Coll., the Civil Code, as amended and in force in the Czech Republic.

Offer – A written offer of Goods by the Supplier to the Customer made on the basis of a written or verbal request by the Customer, and which includes in particular the specification, quality, quantity and price of the Goods, payment and delivery terms, and the validity of the offer from the date of its issue.

Party, Parties – Contracting parties (Customer, Supplier) of the contractual relationship established by the Contract.

Technical Documentation – Any technical documents, data, drawings, templates, models, matrices, patterns, designs or any other information, regardless of its nature, form or character, which the Customer provides to the Supplier for the purpose of making and/or supplying the Goods or Tools or secures for the Supplier at the Customer's expense.

Goods – Goods or services ordered by the Customer from the Supplier. The manufacture and delivery of Goods shall include the provision of services and other activities and works (in particular construction).

GPC – These General Purchase Conditions. The GPC are issued as other terms and conditions pursuant to the provisions of 1751 CC. The GPC shall form an integral part of the Contract and the Order, whether or not they are attached thereto. The GPC shall be binding regardless of whether they are signed by the Parties.

Force Majeure – Any force of nature or event not under the control or control of man – strike, war, insurrection, civil commotion, action by public authorities including laws, other generally binding regulations and general regulations, and any other major event occurring independently of the will of the parties. Primary or secondary insolvency is not a Force Majeure Event.

Contract – A contract governing the contractual relationship between the Customer and the Supplier, the subject matter of which is the supply and/or delivery of Goods by the Supplier to the Customer. The Contract includes any separate quality agreement or other contractual document governing the quality conditions for the manufacture and/or supply of the Goods entered into or agreed between the Parties. In the event that the Parties have not concluded a contract in writing or have not concluded a framework contract, the Contract

shall be the specific Order accepted in accordance with the GPC together with the Delivery Note, in which case the Contract shall be formed at the moment of acceptance of the Order pursuant to clause 2.2. The GPC shall form an integral part of the Contract. Deviating provisions of the Contract shall prevail over the GPC if agreed in writing by both Parties on the same document containing the signatures of the Parties' authorized representatives.

PIL – Act No. 91/2012 Coll. on Private International Law, as amended and in force in the Czech Republic.

Unless otherwise implied by the Contract or the GPC, or otherwise agreed by the Parties, (i) any reference to a provision, regulation, GPC or the Contract is a reference to the current version thereof, including all prior amendments, modifications and supplements, (ii) any reference to a regulation is a reference to Czech law, (iii) any reference to an article, clause or annex is a reference to an article, clause or annex of the GPC.

2. ORDERING GOODS

2.1. Offer

The Supplier shall submit the Offer to the Customer within five (5) working days of the Customer's enquiry. The Offer shall become binding on the Supplier at the moment of its submission to the Client. Unless otherwise expressly stated in the Offer, the Supplier, by issuing a Offer to the Customer, accepts the GPC applicable on the date of submission of the Offer to the Customer. The Offer shall be deemed accepted when the Customer confirms it in full by the Order. Provisions of the Offer that are inconsistent with the GPC shall be disregarded unless the Customer expressly accepts them in the Order.

In the event that the Customer performs an act prior to the Order aimed at the selection of the Supplier (nomination, nomination letter, etc.), such act is not considered by the Customer as acceptance of the Offer, is not binding for the Customer, and the Customer is entitled to change or cancel this act at any time.

Each Supplier from countries outside the European Union with which the European Union has concluded a free trade agreement or other agreement that allows duty exemption on import or preferential duty reduction on import of Goods by the Supplier to the Customer is obliged to secure the status of an approved exporter and to prove to the Customer the granting of this status by sending a valid decision of the competent customs or other authority of its country on the granting of this status with an official translation into Czech or English.

2.2. Issuing Orders

The Customer shall issue Orders on its own forms, which it shall send to the Supplier in writing or via the electronic system used between the Parties. Written Orders shall be signed by the Customer or the relevant responsible employee of the Customer. Delivery of the Order by electronic mail or its registration in the electronic system used by the Parties shall be sufficient for delivery of the Order.

The Order includes the Price agreed between the Customer and the Supplier. In the event that the Customer has not agreed on the Price with the Supplier prior to sending the Order, the Price stated in the Order shall be the proposed Price. The Price includes the transport costs for the delivery of the Goods and any fees and charges for the use of any licences and sub-licences of intellectual and industrial property rights used in the manufacture of the Goods.

For commercial clauses, the terms of INCOTERMS 2020 apply.

2.3. Order Acceptance

If the Supplier agrees with the Order, he accepts the Order by confirming receipt of the Order. Acceptance shall be by written acknowledgement of receipt and acceptance of the Order by the Supplier or the relevant

responsible employee, which shall be delivered to the Customer. In the event that the Supplier does not accept the Order within five (5) working days of its dispatch, the Order shall automatically terminate.

In the event that the Order is delivered via an electronic system used between the Parties, the Order shall be deemed to have been delivered at the moment of its registration in the system on the Supplier's side. An Order delivered through an electronic system used between the Parties shall be deemed accepted when it is accepted in the electronic system through the relevant element or functionality of the electronic system.

In the event that there is a Contract between the Customer and the Supplier that governs the relationship between the Parties, or the Supplier otherwise agrees to these GPC in advance, the Supplier shall be entitled to refuse to accept or object to a particular Order only for reasons of Force Majeure. Any other reason for refusing to accept or object to an Order shall be ineffective and shall not result in the non-acceptance and non-binding nature of the Order. Objections to the Order must be substantiated and delivered to the Customer in writing by post or email and must be signed by the Supplier or the relevant responsible employee of the Supplier. In the event that the Supplier does not raise a valid objection to the Order in writing in accordance with this paragraph of clause 2.2 within five (5) Business Days of its receipt, the Order shall become automatically accepted upon expiry of that period.

By accepting the Order, the Supplier (i) accepts these GPC and (ii) represents and confirms that it holds all Authorizations necessary or required under the Contract, the End Customer's requirements and/or applicable law to make delivery under the Order and (iii) will, at its own expense, observe and perform the terms, conditions, covenants and obligations under the Order, the Contract, the GPC and all parts and attachments hereto, and that (iv) it will observe and perform its obligations under the general regulations on occupational health and safety, environmental protection, fire protection, waste management and other relevant protective and other regulations, including Czech technical standards and regulations, and including the Customer's internal regulations (internal regulations only if the Goods are manufactured at the Customer's factory or delivered inside its premises), all at the Supplier's expense.

2.4. Changes to Orders

The Customer shall be entitled to subsequently amend the Orders, including the ordered quantities of Goods, design changes, manufacture of Goods, etc. Amendments and supplements to the Order shall be delivered in the same manner as the Order and shall specify which Order they relate to.

Amendments and supplements to the Order are binding on the Supplier. In the event that the Price decreases or increases as a result of changes to the Order, the Parties shall agree on a new Price reflecting the changes to the Order. In the event that the Parties fail to agree on a new Price reflecting the changes to the Order, the original Order shall be binding, and the Customer shall be entitled to withdraw from the Contract.

In the event that amendments and supplements to the Order are received prior to acceptance of the original Order, the Supplier's acceptance of the original Order or any amendment or supplement to this Order shall automatically accept the Order including any amendments received prior to acceptance of the Order.

2.5.

The Customer is entitled to cancel the Order within seven (7) working days of its delivery to the Supplier, regardless of whether the Supplier has already accepted the Order within this period.

2.6.

The Customer may send the Supplier projections or assumptions of the development of the Orders for a longer period of time specified by the Customer or agreed with the Supplier. The projections or assumptions of the development of Orders shall be used by the Supplier to adjust capacity and production. The projections or assumptions for the development of the Orders shall not be binding on the Parties and the Supplier shall not

have any rights or claims arising from their non-fulfilment. Order development projections or assumptions may be delivered by electronic mail or other means customary between the Parties.

3. FABRICATION OF GOODS AND QUALITY REQUIREMENTS

3.1.

The Supplier shall be bound by the Customer's instructions in the manufacture and delivery of the Goods. The Customer may also instruct the Supplier by e-mail or telephone. The Supplier shall be bound by the Customer's Technical Documentation in the manufacture and delivery of the Goods and shall manufacture the Goods exclusively by means of the Tools, provided that they are provided in accordance with their definition.

3.2.

The Supplier is obliged to deliver the Goods to the Customer properly, in full, in the agreed quantity, quality and within the time limits specified in the accepted Order and without any defects, including legal defects. The Goods delivered shall not be encumbered by any rights of third parties or rights established in favor of third parties, including liens and other security rights.

3.3.

The goods must be manufactured according to the latest state of the art in the field and of a quality that is at least equal to that of competitors in the field. In the event that the Supplier deviates from this state and standard, it shall promptly inform the Customer in writing, including the reasons and causes for such deviation, and shall take all steps to bring it up to this state and standard.

3.4.

The Supplier is obliged to produce the Goods in accordance with the legal regulations, the GPC, the Contract, the technical and quality parameters specified by the Customer, and the standards and rules for quality assurance. The Supplier shall enable the Customer to inspect compliance with the Customer's instructions, the Technical Documentation, legal regulations, the GPC, the Contract, quality standards and rules and other obligations, including inspection of production and inspection facilities, production premises, documents and documentation.

3.5.

The Supplier is obliged to place markings, signs or symbols on the Goods as instructed by the Customer, the Order or the Technical Documentation. The Customer may require the Supplier to mark the Goods (each package) with a label VDA4902, which contains, in particular, (i) the code and description of the Goods as required by the Customer, the Order, the delivery plan and/or the recall, (ii) the quantity of the Goods in the package (net and gross quantity, number of pieces), and allows (iii) the traceability of the Goods, (iv) the assignment of the Goods to the accompanying documentation (delivery note, invoice, material certificate, safety data sheet, etc.), and (v) identify the Supplier and the originator of the Goods.

3.6.

The Supplier is obliged to allow the Customer access to the production premises at the Customer's request in order to ascertain and check compliance with the quality of production of the Goods, technical parameters of production, etc. Such inspection may be carried out only on working days from 08:00 to 16:00.

3.7.

Quality management systems in accordance with international standards TS, VDA, QS and ISO serve as the basis for assessing and determining the necessary scope of quality assurance measures and documentation.

4. DELIVERY OF GOODS

4.1.

The Supplier shall deliver the Goods in accordance with the Customer's instructions and with each delivery of the Goods shall also deliver the delivery note, invoice, packing list, material certificate and other documents including accessories of the Goods (manuals in Czech language, etc.). In the event that the delivery of the Goods does not contain any of these documents, in particular the proof of origin of the Goods, the Goods shall not be delivered properly, completely and without defects. The parties shall sign the delivery note upon handover and acceptance of the duly delivered Goods.

4.2.

The Delivery Note must contain (i) the number of the Delivery Note, (ii) the identification of the Parties (business name, registered office, registration number, registration in the Commercial Register), (iii) the identification of the persons handing over and accepting the Goods on behalf of or on behalf of the Parties, (iv) the identification of the Goods (name, item number / nomenclature of the Customer and the Supplier, purchase document number (Purchase Order, delivery plan or recall), gross and net quantity, unit of measure, unit and total price, number and type of pallets), and items with one nomenclature shall be listed only once on the Delivery Note in cumulative quantities with the quantity designation, (v) evaluation of test runs and measurements, if any, made, (vi) indication of defects and failures that are detectable by routine inspection, if the Customer accepts the Goods with defects, and (vii) signatures of the persons who attended the handover and acceptance of the Goods on behalf of the Parties.

4.3.

In the case of delivery of Goods from a country outside the European Union, the Supplier is obliged to submit with the Delivery Note a declaration of origin of the Goods issued in accordance with the legislation of the European Union.

4.4.

Each delivery of Goods shall be proper, complete, timely and free from defects of any kind. Acceptance of Goods with defects shall not relieve the Supplier of its obligation to remedy defects in the Goods at its own expense.

4.5.

The Supplier shall not be entitled to withhold Tools, Technical Documentation or Goods, regardless of the reason for such withholding.

4.6.

A Supplier from a country outside the European Union with which the European Union has concluded a free trade agreement or other agreement that allows duty exemption on import or preferential duty reduction on import of Goods by the Supplier to the Customer and which has the status of an approved exporter, is obliged to deliver to the Customer together with the Goods a declaration of origin in Czech or English language, which must contain (i) a reference to the relevant customs document, a list of the imported Goods, (ii) a declaration that the Goods have preferential origin in the Supplier's country and (iii) other particulars required by law.

5. PRICE AND PAYMENT TERMS

5.1.

The Parties shall negotiate the Price for the Goods delivered separately. The Price may only be changed by mutual agreement in writing between the Parties.

Taxes will be charged to the Price in accordance with the relevant legislation. In the event that the competent authorities call upon the Customer to pay Taxes, in particular Value Added Taxes, which are otherwise payable by the Supplier, the Customer shall be entitled to reimbursement of the Taxes so paid, including their accessories, against the Supplier.

5.2.

The Supplier is entitled to invoice the Price only for Goods duly and timely delivered. The Invoice must contain (i) all the elements of a Tax and accounting document according to the relevant legislation of the Customer's country and also the Supplier's country, if the Supplier is not a Czech entity, (ii) the designation of the Goods (name, item number/ nomenclature of the Customer and the Supplier, purchase document number (Order, delivery plan or recall), gross and net quantity, unit of measure, unit and total price, number and type of pallets), whereby items with one nomenclature shall be listed only once on the Delivery Note in cumulative quantity with indication of quantity; and (iii) complete and correct bank details including bank's trading name, account number including IBAN and SWIFT code, otherwise the Customer shall not be liable for any delay in payment of the Price or for any loss or damage caused by non-payment or late payment of the Price associated with incomplete details under this clause.

In the event that the Invoice is not properly issued in accordance with the legal regulations and/or the GPC, the Customer is entitled to return the Invoice to the Supplier for reworking. The time limit for payment shall run until the delivery of the new duly issued Invoice and shall only start again when the duly issued Invoice is delivered. Invoices shall always be sent electronically (by e-mail) to the following address: faktury@dkl-tech.eu.

5.3.

The price must be invoiced in CZK. If the Price is agreed in another currency, the exchange rate of the European Central Bank valid on the date of sending the Order by the Customer to the Supplier shall be used to convert the Price from another currency to CZK.

5.4.

The due date is agreed in the Contract. If not agreed in the Contract, the due date is agreed as follows: (i) if the Goods are duly delivered in the first half of the relevant month (hereinafter referred to as the Delivery Month), the due date is the first day of the third month following the Delivery Month (example: if the Goods were delivered on 14.March, the due date is June 1) and (ii) if the Goods are duly delivered in the second half of the Delivery Month, the due date is the fifteenth day of the third month of delivery (example: if the Goods were delivered on March 28, the due date is June 15). If the Goods are duly delivered on an earlier date, the due date will start to run from the agreed delivery date. The Supplier must deliver the Invoice to the Customer at least ten (10) days before its due date, otherwise the due date shall be extended by the period of delay in delivery of the Invoice.

5.5.

The price is payable by wire transfer to the Supplier's account. The Price shall be deemed to be paid on the date the Price is credited to the Supplier's account by the Customer's bank. Bank charges associated with the transfer shall be borne by each Party at its own cost to its bank.

5.6.

The Customer shall be entitled to unilaterally adjust the Prices annually as of 1 January, taking into account the following factors: (i) the annual inflation rate for the previous calendar year in the territory of the Customer's country or the European Union (the highest inflation rate shall apply), (ii) changes in energy prices on world markets, (iii) changes in the prices of input materials on world markets, (iv) changes in the law that trigger an increase in costs and prices, e.g. tax regulations, labour regulations, social security regulations, etc., (v) a well-documented and compelling opportunity to obtain a better price from the supplier's competitors, where such

competitors' prices shall not be in breach of competition and other laws and shall not be lower than the cost of production of that competitor (predatory pricing).

5.7.

The adjustments under Section 5.6 must be made within the first six (6) months of the applicable year and shall be effective as of January 1 of that year. The Parties shall issue and deliver the appropriate credit notes or debit notes in accordance with the changes without undue delay after the adjustment of the Prices and shall send them to the other Party.

5.8.

The Supplier shall be entitled to request the Customer to enter into negotiations on adjustments to the Price outside clause 5.6 if the price of input materials on world markets changes by more than 5%. The Supplier shall be obliged to provide the Client with credible evidence of this change.

5.9.

The Supplier is obliged, at the Customer's request, to provide and demonstrate to the Customer a credit limit for the financial coverage of deliveries in an amount that enables continuous ordering and deliveries in compliance with the agreed due date.

5.10.

The Customer is not obliged to pay the Supplier advance payments or proforma invoices unless both parties have expressly agreed to do so. The Customer shall in principle only advance payment to the Supplier against a bank guarantee ensuring the proper and timely delivery of the Goods, whereby advance payments may only be made for purchases in excess of EUR 200,000.

5.11.

The Customer shall be entitled to withhold payment of the Price in the event that the Supplier fails to deliver the Goods fully, properly or on time, or delivers the Goods with any defects, until the Goods are properly and completely delivered without any defects. The Customer shall notify the Supplier of the withholding of payment and notification by email shall be sufficient. The due date for payment of the Price shall be automatically extended by the period of withholding payment of the Price pursuant to this clause.

5.12.

Pursuant to Section 1881(1) CC, the Supplier is not entitled to assign any claim under the Contract, the GPC or any legal relationship based on the Contract and/or GPC or any relationship directly or indirectly related to the Contract and/or GPC that it has against the Customer to any third party.

5.13.

The Supplier shall not be entitled to unilaterally set off any claims it has against the Customer against any claims the Customer has against the Supplier.

5.14.

The Supplier is obliged to participate in the mutual approval of receivables and payables between the Parties.

5.15.

The Supplier shall not be entitled to create a lien or any other right in favor of any third party in respect of any claims it has against the Customer under the Contract, the GPC or any legal relationship established by the Contract and/or the GPC or any relationship directly or indirectly connected with the Contract and/or the GPC.

5.16.

Notwithstanding any other provision of these GPC (in particular, notwithstanding the provisions of clause 5.4 of the GPC above) or notwithstanding the provisions of the Contract in the event of a situation where, due to a decision of public authorities, such interference or restrictions occur that may affect the Customer's operations (including but not limited to restrictions related to the prevention of the spread of infectious diseases, to prevent the consequences of unforeseeable events and/or – restrictions relating to the circulation of goods, the movement of persons, the performance of work activities of the Customer's employees and/or the Customer's suppliers), the due dates of the Supplier's Invoices shall be automatically postponed so that the relevant Invoices shall become due only on the first day of the month following the month in which they were due to become due pursuant to clause 5.4 GPC above.

6. REMEDYING DEFECTS IN THE GOODS AND WARRANTY CONDITIONS**6.1.**

Acceptance of Goods with defects does not relieve the Supplier of the obligation to remedy defects in the Goods at its own expense. The Customer shall notify the Supplier of any discovered defects in the Goods within thirty (30) days of their discovery, provided that notification under this sentence may also be made by electronic mail.

6.2.

The warranty period of the Goods shall be twenty-four (24) months from the proper and complete delivery of the Goods free from defects, unless the Parties agree to a shorter or longer warranty period. In the event that the Goods are spare parts for products that are no longer mass produced, the warranty period shall be extended by the planned storage period of such products as specified by the manufacturer (in particular in the case of motor vehicles).

6.3.

The delivery of defective Goods and/or the delivery of Goods which are not proper or complete shall constitute a material breach of the Contract. The Customer shall be entitled to (i) require the Supplier to remedy the defects by supplying replacement Goods for the defective Goods, to supply the missing Goods and to require the remedy of legal defects, or (ii) require the remedy of the defects by repairing the Goods if the defects are repairable, or (iii) return the Goods or part thereof to the Supplier, with the Supplier bearing the cost of return and the risk of damage, or (iv) require a reasonable reduction in the Price, or (v) withdraw from the Contract or the relevant Order. The Supplier shall suffer the defects to be rectified and the related work to be carried out at its expense by a third party appointed by the Customer or the Customer's customer.

6.4.

The Customer shall not be entitled to warranty claims if the defects are caused by the use of the Goods in contravention of the operating, maintenance or installation instructions provided by the Supplier to the Customer or by natural wear and tear. The Customer shall also not be entitled to warranty claims if the defects arise from the use of inappropriate instructions of the Customer, Technical Documentation or Tools and the Supplier has warned the Customer in writing of their inappropriateness before the commencement of the manufacture of the Goods or the use of such instructions, Technical Documentation or Tools and the Customer has insisted on their use despite such written warning.

6.5.

The assertion of warranty claims, rectification of defects in the Goods and the performance of related work (sorting, shredding, repairs, processing of Goods for deviation, return of Goods, etc.) shall always be at the Supplier's expense and risk.

6.6.

The Supplier shall resolve the complaint within ten (10) working days, including issuing a credit note or other quality management system documents. If the Supplier fails to send a credit note within a reasonable period of time, the Customer shall settle the difference with a corrective accounting document issued in its own name or in the name and on behalf of the Supplier. Settlement under this clause shall not relieve the Supplier of liability for damages and costs associated with the rectification of defects in the Goods.

6.7.

The Supplier shall be obliged to issue a written warranty statement for the Customer which shall contain at least the above warranty terms and shall not narrow the above warranty terms in any way. Failure to issue a warranty statement that is inconsistent with the Contract and the GPC shall not affect the warranty terms and conditions set out in the GPC.

7. TECHNICAL DOCUMENTS AND TOOLS

7.1.

The technical documents remain the property of the Customer and the Supplier is entitled to use them exclusively for the manufacture and delivery of the Goods for the Customer only. The Supplier shall promptly return the Technical Documentation to the Customer upon termination of the Contract. The Supplier shall not be entitled to assign or transfer in any way any right in the Technical Documentation to any third party.

7.2.

The Supplier shall be obliged to manufacture the Goods exclusively by means of the Tools if they have been provided by the Customer or have been manufactured on the basis of the Technical Documentation. The Supplier shall not use the Tools to manufacture the Goods or provide any services to any third party without the prior written consent of the Customer.

7.3.

If the Tools are made at the Customer's expense, the Customer is the owner of the Tools.

7.4.

The Supplier shall not be entitled to assign or transfer in any way any right to the Tools or create a lien or any right in favor of third parties in respect of the Tools, including security rights, otherwise the Supplier shall be liable to the Customer for any damages incurred by the Customer as a direct or indirect result of a breach of this prohibition.

7.5.

In the event that the Tools are made at the Supplier's expense, the Customer shall have a right of first refusal on the Tools, provided that the purchase price for the Tools does not exceed the manufacturing costs of the Tools. The Supplier shall not be entitled to assign or transfer in any way any right in the Tools or to create a lien or any right in favor of third parties in respect of the Tools, including security rights, without the prior written consent of the Customer, otherwise the Supplier shall be liable to the Customer for any damages incurred by the Customer as a result of a breach of this prohibition.

7.6.

The Supplier is obliged to visibly mark the Tools belonging to the Customer and the Technical Documentation as the Customer's property, indicating the business name and registered office of the Customer and explicitly stating that it is the Customer's property.

7.7.

The Supplier is obliged to allow the Customer to inspect the Technical Documentation and Tools at the Customer's request. Such inspection may be carried out only on working days from 08:00 to 16:00. The Supplier shall notify the Customer in writing of any new relocation of the Technical Documentation and the Tools to another Supplier's facility and any change in the rights to the Tools, including the creation of liens, other rights in favor of third parties or their retention.

7.8.

The Supplier shall maintain and repair the Tools at its own expense.

8. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

8.1.

By providing the Technical Documentation and Tools to the Supplier, the Client grants the Supplier a limited, non-exclusive licence to use the intellectual and industrial property rights associated with the Technical Documentation and Tools. The use of this licence is limited exclusively to the manufacture of Goods for the Customer. The licence shall last for the duration of the Contract and shall terminate upon termination of the Contract. The Supplier shall not be entitled to use these intellectual and industrial property rights for any purpose other than the manufacture of Goods for the Customer.

8.2.

The Supplier shall be liable for any infringement of third parties' intellectual and industrial property rights that occurs in connection with the manufacture of the Goods or in connection with the Contract. The Supplier shall be responsible for ensuring that the Goods supplied to the Customer do not infringe any intellectual or industrial property rights of third parties, either in whole or in any part. The Supplier shall not be liable for infringement of such rights only if the Customer infringes such rights by providing the Technical Documentation and the Tools and the Supplier could not have known of such infringement even with the exercise of professional care.

8.3.

The Supplier is obliged to inform the Customer in writing of all its own intellectual and industrial property rights and all intellectual and industrial property rights of third parties to which the Supplier is entitled to sublicense and which it has used for the manufacture of the Goods. The licences and sub-licences used shall permit the export of the Goods to all countries to which the Customer supplies the Goods or products for the manufacture of which the Goods are used. The Supplier shall indemnify the Customer and the Customer's customers against any claims for the use of such intellectual and industrial property rights.

8.4.

The Parties shall promptly inform each other of any claims by any third parties concerning intellectual and industrial property rights and shall cooperate with each other to resolve the situation.

8.5.

The Supplier is not entitled to register any intellectual and industrial property rights belonging to the Customer, including rights arising in connection with the Customer's Development Order or in the context of consultations with experts, collaborators or employees of the Customer. In the event that the Supplier acquires such rights in violation of the preceding sentence, it shall immediately transfer them to the Customer.

9. CONFIDENTIALITY AND PROTECTION OF CONFIDENTIAL INFORMATION

9.1.

The entire content of the Contract is confidential. The parties shall maintain unconditional confidentiality of the Confidential Information.

9.2.

The duty of confidentiality of Confidential Information applies to any third party.

9.3.

The disclosure of Confidential Information to public authorities pursuant to the relevant legislation shall not be considered a breach of the obligation of confidentiality of Confidential Information provided that the Confidential Information is disclosed to public authorities in accordance with the legislation. The Party providing Confidential Information to a public authority shall promptly notify the other Party in writing and shall cooperate closely with the other Party in ensuring the continued protection of the confidentiality of such Confidential Information.

9.4.

In the event that the Parties enter into a separate agreement for the protection of Confidential Information, such agreement shall prevail over the provisions of this article of the GPC to the extent that such agreement provides broader protection for Confidential Information.

10. RESPONSIBILITY

10.1.

The Supplier shall be fully liable for damages, including actual damages, lost profits and other directly or indirectly related damages that arise as a result of a breach of any of its obligations under the Contract, the GPC, laws or other rules that are binding between the Parties.

10.2.

The Parties shall not be liable for damages unless the damage is caused by (i) Force Majeure and the first Party has notified the injured Party in writing of the anticipated Force Majeure well in advance of the Force Majeure or promptly after the Force Majeure, unless for reasons not attributable to the first Party, the Force Majeure event could not be communicated to the injured Party in advance, or (ii) if the damage is caused by the injured Party's breach of the injured Party's obligations under the Contract, the GPC, laws or other rules binding between the Parties, to the extent that such breach by the injured Party contributed to the damage.

10.3.

In the event that a third party makes a claim against the Customer for damages resulting from a direct or indirect breach of any of the Supplier's obligations under the Contract, the GPC, legislation or other rules binding between the Parties, the Supplier shall indemnify the Customer for any damages awarded to the third party by a final and enforceable decision of a court or other competent public authority. The Parties undertake to cooperate with each other in resolving such a situation. The force majeure provisions shall only apply in this case if the Customer successfully invokes Force Majeure against the third party in question.

10.4.

The Supplier shall be liable to the Customer in full for damages incurred by the Customer in the event of justified preventive measures taken by the Customer or the Customer's customer (in particular call-off actions).

10.5.

The Customer's obligation to indemnify the Supplier is excluded if the Customer has effectively limited its liability to its customer.

10.6.

If the Supplier violates its legal obligations arising from any regulation that is part of the legal system of the Czech Republic and in particular EU regulations concerning the posting of workers in connection with the free movement of cross-border services and/or other related or similar legislation, or contractual obligations arising from the Contract and/or the GPC and in direct or indirect connection with any of these breaches any sanctions, compensation, indemnities, measures or any other claims of a financial, property or any other nature are made against the Customer by any person, authority or body, the Supplier shall indemnify the Customer against the relevant damage incurred by the Customer on this account.

The Client shall be entitled to claim such damages against the Supplier also as a precautionary measure and the Supplier shall be obliged to compensate the said damages even before the said sanctions, compensation, compensation, measures or claims are fulfilled by the Client to the relevant person, authority or body.

10.7.

The Supplier shall pay to the Customer the refunds and compensation under this clause within thirty (30) days of receipt of a demand for payment. The demand for payment may take the form of an invoice. The Customer shall be entitled to set off refunds and compensation against other claims of the Supplier against the Customer without sending a prior demand for payment.

11. SANCTIONS

11.1.

If the Supplier is in delay with the proper and complete delivery of the Goods, it is obliged to pay the Customer a contractual penalty of 0.5% of the Price for each week of delay. This penalty is without prejudice to the Customer's right to compensation.

If the Customer becomes obliged to pay Taxes on behalf of the Supplier, the Customer shall also be entitled to a contractual penalty against the Supplier in the amount of 0.5% of the amount corresponding to the Taxes, including the relevant accessories, for each day from the time the Taxes are paid by the Customer to the competent authority until the Supplier pays the Customer the compensation for the Taxes. This is without prejudice to the Customer's right to compensation.

11.2.

If the Customer is in default of payment of the Price, the Supplier is entitled to demand from the Customer the payment of interest on late payment at the rate of 0.5% of the Price for each week of delay. The Parties agree that if the delay lasts less than two (2) weeks, the Supplier shall not be entitled to interest for this period.

11.3.

The Supplier shall pay the Customer the following contractual penalties in the event of non-compliance with the following obligations, without prejudice to the Customer's right to compensation:

- 3750 CZK for each delivery defect
- 3750 CZK for failure to meet the sampling deadline,
- 3750 CZK for non-compliance with packaging regulations,
- 7500 CZK for threat to the Customer's production continuity due to late delivery,
- 3750 CZK for failure to deliver the 8D report within three (3) working days of the request,
- 3750 CZK for each incorrect, incomplete or missing entry or document on the Invoice, Delivery Note or other

accompanying documents,
- 3750 CZK for the zero-escalation level applied to the Supplier and then a multiple of this penalty for each higher level.

11.4.

In the event that the Supplier violates the prohibition to establish a lien or other rights in favor of third parties on its receivables from the Customer pursuant to clause 5.15 of these GPC, it shall pay the Customer a contractual penalty in the amount of 25% of the value of each receivable established in violation of clause 5.15 of the GPC.

11.5.

The Supplier shall not be entitled for itself or for any other third party, including persons related to the Customer, (i) to carry out any direct or indirect recruitment of the Customer's employees, other employees of the Customer and/or the Customer's contractors, (ii) to offer the Customer's employees, (ii) to offer to the Customer's employees or other employees or contractors their jobs, including managerial or executive positions or positions of statutory representatives or proxies, or to offer them the same or similar positions with any third parties, and/or (iii) in any way persuade the Client's employees, other Client's employees and/or the Client's contractors to terminate their employment and/or contract with the Client and/or persuade them in any way to go to work for the Supplier and/or any third party. The Supplier shall not (iv) enter into an employment or other similar employment or legal relationship with any employee of the Customer, any other employee of the Customer or any contractor of the Customer.

In the event that the Supplier violates any of the prohibitions referred to in the first section of clause 11.5, the Supplier shall pay the Customer a contractual penalty of CZK 250,000 for each such violation.

11.6.

The Supplier shall pay the above penalties to the Customer within thirty (30) days of receipt of the demand for payment. The demand for payment may take the form of an Invoice. The Customer shall be entitled to set off the penalties against other claims of the Supplier against the Customer even without sending a prior demand for payment.

12. DELIVERY**12.1.**

Any documents delivered pursuant to the Contract and/or the GPC must be delivered by hand, courier, registered mail, or electronic mail.

12.2.

Orders may also be delivered by regular mail, electronic mail, or other electronic systems used by the Parties.

Invoices will always be delivered by e-mail to faktury@dkl-tech.eu.

12.3.

The Supplier is obliged to send the Customer a Delivery notice immediately after dispatch of the Goods. Delivery notes must be delivered with the Goods. The Delivery note shall be deemed to have been delivered on the date of signature by the Customer and delivery of the Goods to the Customer.

13. APPLICABLE LAW AND THE JURISDICTION OF THE COURTS**13.1.**

The GPC, the Contract and any legal relations related thereto shall be governed in their entirety by Czech law. The Contract is concluded in accordance with the CC and is governed in its entirety by its provisions.

13.2.

Pursuant to Article 6 of the CISG, the CISG shall not apply to the Contract, the GPC and the legal relationship between the Parties.

13.3.

Pursuant to the provisions of Section 85 of the PILA and Article 23, paragraph 1, letter b) of the CRJ, the jurisdiction to resolve disputes arising from the GPC, the Contract and/or from relationships directly or indirectly related to them, their content and/or their subject matter belongs exclusively to the Czech court.

13.4.

The court of local jurisdiction for the resolution of disputes under the preceding paragraph shall be the court of local jurisdiction in whose district the Customer is located at the time of filing the proposal.

14. CHANGE OF THE GPC, CHANGE AND/OR TERMINATION OF THE CONTRACT AND PRODUCTION OF THE GOODS**14.1.**

The Customer is entitled to unilaterally change the GPC. The Customer shall inform the Supplier of changes to the GPC and their effective date in an appropriate manner via its website and in links on Orders. The current version of the GPC is available for inspection at the Customer's registered office and on the Customer's website.

14.2.

The Contract may be amended only by mutual written agreement signed by both the Customer and the Supplier. This provision does not apply to amendments to the GPC pursuant to clause 14.1 of the GPC.

14.3.

The Contract may be terminated only (i) by mutual written agreement of both Parties signed by the Parties' statutory representatives, or (ii) by resignation in accordance with the GPC, or (iii) by termination in accordance with the GTC, or (iv) in any other manner agreed in writing by the Parties in the Contract.

14.4.

The Customer may withdraw from the Contract or the Order (i) for reasons under the Civil Code and other laws, or (ii) if the Supplier fails to deliver the Goods to the Customer in a proper and timely manner, or (iii) if the Supplier breaches any of its other obligations and commitments under the Contract, GPC and/or the Laws, or (iv) if the Customer's customer to whom the Customer supplies Goods in any other form as a supplier terminates or plans to terminate its relationship with the Customer, or (v) for any other reasons specified in the Contract or GPC.

14.5.

The Supplier shall be entitled to withdraw from the Contract if (i) the Client fails to pay the agreed Price to the Supplier even within a reasonable additional period specified in a written demand for payment delivered by the Supplier to the Client, where the additional period for payment shall be at least thirty (30) working days from

the delivery of the written demand for payment by the Supplier to the Client, or if (ii) the Client does not agree to the changes to the GPC pursuant to clause 14.1, whereupon the Supplier shall only be entitled to withdraw from the Contract for this reason within thirty (30) days of receipt of such changes to the GPC, or (iii) for any other reason specified in the Contract or the GPC.

14.6.

A party is entitled to withdraw from the Contract,

-(I) if the other Party becomes bankrupt, over-indebted or insolvent; or (ii) if a petition for bankruptcy, arrangement or restructuring or any insolvency proceedings under the law of the other Party is filed against the other Party; or (iii) if the property of the other Party has been declared bankrupt, (iv) if a petition for a declaration of bankruptcy, an order for an arrangement or restructuring, or a petition for the commencement of any insolvency proceedings under the law of the State of the other Party has been dismissed for lack of assets of the other Party,

-(I) if the other Party has been dissolved and entered into liquidation, or (ii) if the other Party has ceased to be authorized to carry on business, or (iii) if the other Party has been deprived of its legal capacity or has had its legal capacity restricted,

-(I) if the other party has ceased its business activities or is not carrying on a business activity.

14.7.

The Customer is entitled to terminate the Contract for any reason or for no reason at all. The notice period shall be three (3) months and shall commence on the first day of the calendar month immediately following the month in which the notice is delivered to the Supplier.

14.8.

Withdrawal from the Contract and termination of the Contract must be in writing, signed by the Parties' statutory representatives and delivered to the other Party in person, by courier or by registered mail. The Contract shall terminate upon delivery of the withdrawal to the other Party or upon expiry of the notice period. Termination of the Contract shall not affect the provisions on choice of law, jurisdiction, liability for damages and penalties.

14.9.

The Supplier shall immediately cease production of the Goods and ordering of any input materials and other inputs on the date of withdrawal from the Contract or expiry of the notice period. Any Orders which have not been delivered and furnished by the Supplier on the date of delivery of the withdrawal or expiry of the notice period shall be deemed cancelled at the time of termination of the Contract. Withdrawal from the Contract shall not affect obligations already performed under the Contract.

The Customer shall not be liable to the Supplier for any stock of input materials or other inputs or goods in progress at the date of withdrawal from the Contract or expiry of the notice period, and such stock of input materials, other inputs and goods in progress shall be at the Supplier's expense unless otherwise agreed in writing by the Parties.

15. FINAL PROVISIONS**15.1. Sustainable development, Supplier social competence and quality assurance of supply.**

The Supplier undertakes to conduct any of its activities in accordance with internationally recognized standards relating to social responsibility, sustainable development and quality management systems. The Supplier shall demonstrate compliance with the requirement under this clause above to the Customer by either (i) a certificate under ISO 9001, ISO 26000, ISO 50001 and ISO 14001 (hereinafter referred to as, the Certificates,) or (ii) other means satisfactory to the Customer to the extent appropriate under the Certificates.

The Employer is entitled to ask the Supplier to provide evidence of compliance with its obligations under this clause 15.1 GPC and to verify performance directly with the Supplier. If the Customer identifies a breach of the Supplier's obligations under this clause 15.1 GPC, the Client shall give the Supplier a period of time to remedy the situation, within which the Supplier shall comply with the conditions under this clause above. In the event that the Supplier fails to comply with the conditions under this clause even after the period referred to in the preceding sentence 15.1 GPC, this shall be considered a material breach of contract by the Supplier.

The Supplier also undertakes to comply with Supplier's Code of Conduct, which forms an annex to the GPC. Violation of the obligations under the preceding sentence shall be considered a serious breach of contract by the Supplier.

The Supplier commits to adhere to the principles of sustainability and respect for fundamental human rights. The Supplier undertakes to comply with the Employer's sustainability requirements and human rights principles in accordance with the Supplier's Code of Conduct, available at www.dkl-tech.eu.

15.2.

Any reference to other terms and conditions of sale, purchase, delivery or any other terms and conditions on the Supplier's documents, including invoices and delivery notes, shall be ineffective and shall not bind the Customer, regardless of whether such document is signed by the Customer.

15.3.

The Supplier undertakes not to make any reference to any commercial, purchase, delivery or any other terms and conditions other than these GPC on its documents relating to the Contract and the contractual relationship with the Customer, including invoices and delivery notes.

15.4.

In the event that any provision of the GPC becomes invalid or ineffective, such invalidity or ineffectiveness shall not affect the validity and effectiveness of the remaining provisions.

15.5.

In case these GPC are translated into other languages, the Czech version is the decisive language version, which is the original one.

15.6.

GPC are valid from 1 May 2024.