



# The General Purchase Conditions

## General Purchase Conditions of MATADOR GROUP Companies

### 1 Introductory Provisions

These General Purchase Conditions are an integral part of all contracts for the supply of goods, services, production, and other activities and works (especially construction) ordered by the Purchaser. The express agreements of the contracting parties in specific contracts that differ from the General Purchase Conditions take precedence over the provisions of these General Purchase Conditions (GPC).

#### 1.1 Definitions

**Price** – Price for delivered Goods as agreed between the Parties in the Contract. The agreed Price cannot be changed unilaterally. The Price can be negotiated for specific deliveries of Goods, or for a certain period of time

**CISG** – The United Nations Convention on Contracts for the International Sale of Goods  
**CRJ** – The Council Regulation (EC) No. 44/2001 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters

**Taxes** – The VAT and any other applicable taxes, duties, tariffs or other payments to the 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 under the GPC/Contract. The Delivery Note contains the data specified in the GPC

**Supplier** – A legal entity, natural person or other entity, from which the Customer ordered the Goods, and which delivers the Goods to the Customer. The Supplier is not a third party, from whom the Supplier would order the transportation of the Goods to the Customer.

**Confidential Information** – (i) Content of the Contract and a subject matter thereof; content of Orders, Invoices, Delivery notes, Goods, Technical documents, Tools and the intellectual and industrial property rights; (ii) technical know-how of the Parties and their trade secrets; (iii) any facts that the Parties have learned directly or indirectly while fulfilling their obligations under, and exercising rights from, the Contract; (iv) any negotiations, conversations, correspondence and/or other documents directly or indirectly related to the Contract and/or other facts mentioned in point (i); (v) and any other facts, documents and information that the Parties designate as confidential, or confidentiality of which results from their nature.

**Invoice** – Invoice issued by the Supplier to the Customer for the delivered Goods, by which the Supplier invoices the Customer for the Price for the delivered Goods. The Invoice is a tax document; it shall contain all data and information according to GPC and the relevant legal regulations.

**Tools** – Technical means used for the manufacturing of the Goods, which the Customer provided to the Supplier, or which the Supplier produced upon Technical Documents provided by the Customer at its own expense, or at the Customer's expense.

**Customer** – A company belonging to the Group of companies below, which is listed in the Contract/Order as the Customer or Buyer:

- **AUFEER GROUP, s.r.o.**, se sídlem Podvinný mlýn 2178/6, 190 00 Praha 9 – Libeň, Česká republika, IČ: 05027284, DIČ: CZ05027284, zapsaná v Obchodním rejstříku C 257231 vedená u Městského soudu v Praze

- **AUFEER DESIGN, s.r.o.** se sídlem Podvinný mlýn 2178/6, 190 00 Praha 9 – Libeň, Česká republika, IČ: 26159031, DIČ: CZ26159031, zapsaná v Obchodním rejstříku C 75521 vedená u Městského soudu v Praze

- **AUFEER AUTOMATION, s.r.o.** se sídlem Staroměstské náměstí 107/44, 293 01 Mladá Boleslav, Česká republika, IČ: 24764159, DIČ: CZ24764159, zapsaná v Obchodním rejstříku C 172401 vedená u Městského soudu v Praze

- **AUFEER JOB, s.r.o.**, se sídlem Ptácká 156/115, 293 01 Mladá Boleslav, Česká republika, IČ: 05556759, DIČ: CZ05556759, zapsaná v Obchodním rejstříku C 265791 vedená u Městského soudu v Praze

- **AUFEER SOLUTION, s.r.o.** se sídlem Ptácká 156/115, 293 01 Mladá Boleslav, Česká republika, IČ: 13955616, DIČ: CZ13955616, zapsaná v Obchodním rejstříku C 357813 vedená u Městského soudu v Praze

- **AUFEER TRANSPORTATION, s.r.o.** se sídlem Podvinný mlýn 2178/6, 190 00 Praha 9 – Libeň, Česká republika, IČ: 05557399, DIČ: CZ 05557399, zapsaná v Obchodním rejstříku C 265810 vedená u Městského soudu v Praze

- **AUFEER RECRUITMENT, s.r.o.** se sídlem Ptácká 156/115, 293 01 Mladá Boleslav, Česká republika, IČ: 17478146, DIČ: CZ 17478146, zapsaná v Obchodním rejstříku C 372243 vedená u Městského soudu v Praze

- **ALPHA AUTOMATION, s.r.o.** se sídlem Průmyslová 1306/7, 102 00 Praha 10 – Hostivař, Česká republika, IČ: 24831484, DIČ: CZ24831484, zapsaná v Obchodním rejstříku C 178407 vedená u Městského soudu v Praze

- **ENTRY ENGINEERING s.r.o.** se sídlem I. máje 871/13, Liberec III-Jeřáb, 460 07 Liberec, Česká republika, IČ: 28750098, DIČ: CZ28750098, zapsaná v Obchodním rejstříku C 30678 vedená u Krajského soudu v Ústí nad Labem

- **DKL Tech s.r.o.** se sídlem Chabarovská 240/19, Liberec VI-Rochlice, 460 06 Liberec IČ: 28726014, DIČ: CZ28726014 zapsaná v obchodním rejstříku vedeném Krajským soudem v Ústí nad Labem, oddíl C, vložka 28904

- **SIGMA MOTOR s.r.o.** se sídlem I. máje 871/13, Liberec III-Jeřáb, 460 07 Liberec, Česká republika, IČ: 05766711, DIČ: CZ05766711, zapsaná v Obchodním rejstříku C 43155 vedená u Krajského soudu v Ústí nad Labem

**Order** – Order for Goods by the Customer addressed to the Supplier, which contains quantities and/or volumes of the ordered Goods, Prices, delivery dates, payment dates, and other conditions as determined by the Customer. The Order also includes a link to the GPC with the effective date thereof.

**Authorizations** – Valid and effective authorizations of the Supplier to perform its activities, manufacturing and delivery of Goods, including relevant permits, accreditations, certificates or other confirmations issued by public authorities or other authorized entities.

Authorizations also include the **Status of an Approved Exporter** from the relevant customs body or another body in the case of Suppliers from countries outside the European Union, with which the European Union concluded the Free Trade Agreements, or any other agreements, that allows for exemption from import duties or a preferential reduction of duties for the import of Goods by the Supplier to the Customer.

**CiC** – Act No. 89/2012 Coll., the Civil Code, as amended, applicable and effective on the territory of the Czech Republic.

**Offer** – A written offer of the Goods issued by the Supplier for the Customer as requested by the Customer in a written or oral form, which mainly contains the specification, quality, quantity and price of the Goods, the payment and delivery conditions, and the validity of the offer from the date of the issue thereof.

**Party, Parties** – Parties (Customer, Supplier) to the contractual relationship established by the Contract.

**Technical Documents** – Any technical documents, data, drawings, templates, models, matrices, patterns, designs or any other information regardless of their characteristics, form or nature, which the Customer will provide to the Supplier for the purpose of manufacturing and/or delivering the Goods or Tools, or will arrange for them for the Supplier at the Customer's expense.

**Goods** – Goods or services ordered by the Customer from the Supplier. Manufacture and the delivery of the Goods shall also mean the provision of services.

**GPC** – These General Purchase Conditions. The GPC are issued as other business conditions pursuant to the Provision 273 (1) CC. The GPC form an integral part of the Contract and the Order regardless of whether they are attached to them or not. The GPC are binding regardless of whether they were signed by the Parties or not. The GPC also include the General Technical Conditions for the purchase of pressing tools and the Safety Principles for connecting devices to LAN MATADOR, including annexes thereto.

**Force Majeure** – Any natural force or event beyond the control or controllability by humans; strike, war, insurrection, civil unrest, action by public authorities, including laws, other generally binding regulations and general regulations, and any other significant events that occurred independently of the will of the Parties. Primary or secondary insolvency is not Force Majeure.

**Contract** – A contract regulating the contractual relationship between the Customer and the Supplier, the subject of which is the supply and/or delivery of the Goods by the Supplier to the Customer. The Contract also includes any special quality agreement or any other contractual document that governs the quality conditions during manufacture and/or delivery of Goods that the Parties have concluded with each other, or on which they have agreed. In the event that the Parties have not concluded the Contract in a written form, or have not concluded a framework agreement, the Contract shall be a specific Order accepted in line with the GPC, together with the Delivery Note, while the Contract in this case has been executed at the moment of acceptance of the Order under Point 2.3. The GPC form an integral part of the Contract. Any deviating provisions of the Contract have priority over the GPC, if they have been agreed in writing by both Parties on the same document containing the signatures of the authorized representatives of the Parties.

**IPLA** – Act No. 91/2012 Coll. on international private and procedural law, as amended, applicable and effective on the territory of the Czech Republic.

1.2 Unless something else follows from the Contract or GPC, or the Parties agreed otherwise,

(i) any reference to a provision, legal regulation, GPC or the Contract means a reference to the current wording thereof, including all previous changes, amendments and additions thereto; (ii) any reference to a legal regulation means a reference to a Czech legal regulation; (iii) any reference to an article, point or annex means a reference to the article/point of, or annex to, the GPC.

## 2 Ordering the Goods

### 2.1 Offer

The Supplier shall submit the Offer to the Customer based on the Customer's request without undue delay. The Offer becomes binding on the Supplier at the moment of submission thereof to the Customer. Unless otherwise expressly stated in the Offer, the Supplier, by issuing the offer to the Customer, accepts the GPC applicable on the day of submission of the Offer to the Customer. The Offer is considered accepted when the Customer confirms it in full by an Order. The provisions of the Offer, which are in conflict with GPC, shall not be taken into account, unless the Customer expressly accepted them in the Order.

In the event that the Customer performs an action leading to the selection of the Supplier before the Order (nomination letter, etc.), the Customer shall not consider such an action to be an acceptance of the Offer, it is not binding for the Customer, and the Customer is entitled to change/cancel this action at any time.

Every Supplier from countries outside the European Union, with which the European Union has concluded a Free Trade Agreement or any other agreement that allows for exemption

from import duties or a preferential reduction of duties for the import of Goods by the Supplier to the Customer, is obliged to arrange for the Status of an Approved Exporter and prove to the Customer the granting of this Status by sending a valid decision of the relevant customs or other authority of its country on the granting of this Status with an official translation into Czech or English.

## 2.2 Issuance of the Order

The Customer issues Orders on its own forms; it sends them to the Supplier in writing or through the electronic system used between the Parties. Written Orders must be signed by the Customer or the relevant responsible employee of the Customer. The Order is considered delivered, if delivered by fax or registered in the electronic system used between the Parties. The Order shall also contain the Price agreed upon by the Customer with the Supplier. In the event that the Customer and the Supplier did not agree on the Price before the Order was sent, the Price specified in the Order is the propose

The Price also includes the production and transport costs for the delivery of the Goods, costs of compliance with GPC, and any other terms, policies and regulations of the Customer, and any fees and rewards for the use of any (sub-)licenses to intellectual and industrial property rights applied to manufacture the Goods.

INCOTERMS 2020 apply to the commercial clauses.

## 2.3 Acceptance of the Order

The Order, including the these GPC, is considered accepted by the Supplier upon: (i) a written confirmation of the Order by the Supplier; (ii) a start of the execution of works by the Supplier on the Customer's Goods; (iii) sending and/or delivering the Goods according to the Order; (iv) the Supplier having not expressly rejected the Order in writing within three (3) days of the delivery of the Order; (v) other behavior of the Supplier (in particular by performing a certain action), expressing consent of the Supplier with the start of the execution of the Order.

If the Order is delivered via an electronic system used between the Parties, the Order is considered delivered at the moment of its registration in the system on the part of the Supplier. The Order delivered via the electronic system used between the Parties is considered accepted at the moment of its acceptance in the electronic system through the relevant element or functionality of the electronic system.

In the event that a Contract has been concluded between the Customer and the Supplier that governs the relationship between the Parties, or the Supplier expressed its agreement with these GPC in advance in another way, the Supplier is entitled to refuse to accept, or to object to, a specific Order only for reasons of Force Majeure. Any other reason for refusal to accept, or object to, the Order shall be ineffective and shall not result in non-acceptance and non-binding nature of the Order. Objections to the Order shall be justified and delivered to the Customer in writing electronically (via email or the electronic system used between the Parties), by mail or fax, and shall be signed by the Supplier or a relevant responsible employee of the Supplier.

By accepting the Order, the Supplier (i) also accepts these GPC and, at the same time, declares and confirms that (ii) it is the holder of all the Authorizations which, according to the Contract, the requirements of an end customer and/or the relevant legislation, are necessary or required for the implementation of the delivery based on the Order, and (iii) it will observe and fulfill the conditions, obligations and duties at its own expense according to the Order, Contract, GPC, all the parts thereof and annexes thereto; and (iv) it will observe and fulfill its obligations according to the general regulations on occupational safety and health protection, environmental protection, fire prevention, handling of waste, and other relevant protective and other regulations, including technical and STN, and including the Customer's internal regulations (internal regulations only in case that the Goods are manufactured in the Customer's premises or delivered inside its premises), all that at the Supplier's expense.

## 2.4 Amendments to the Order

The Customer is entitled to additionally change the Orders, including the ordered quantities of the Goods, changes to the construction/manufacture of the Goods, etc. Amendments to the Order shall be delivered in the same way as the Order and shall indicate, which Order they relate to.

Amendments to the Order are binding on the Supplier. In the event that the Price is reduced/increased as a result of amendments to the Order, the Parties shall agree on a new Price that takes into account the amendments to the Order. In the event that the Parties do not agree on a new Price that will take into account the amendments to the Order, the original Order shall be binding and the Customer is entitled to withdraw from the Contract.

In the event that amendments to the Order are received before the original wording of the Order was accepted, the Supplier, by accepting the original wording of the Order or any amendment thereto, automatically accepts the Order, including any amendments thereto delivered before the acceptance of the Order.

2.5 The Customer is entitled to cancel the Order within seven (7) days of delivery thereof to the Supplier, regardless of whether the Supplier has already accepted the Order within this deadline, or not.

2.6 The Customer may send to the Supplier the Order trend outlooks or assumptions for longer periods of time determined by the Customer or agreed with the Supplier. Order trend outlooks or assumptions serve the Supplier to adapt its capacities and production. Order trend outlooks or assumptions are not binding on the Parties; the Supplier does not have any rights or claims from their non-fulfillment. The Order trend outlooks or assumptions can be delivered by e-mail, fax, or any other method customary between the Parties, especially through the electronic systems.

## 3 Manufacturing of Goods and Quality Requirements

3.1 In manufacturing and delivery of the Goods, the Supplier is bound by the Customer's instructions. The Customer can also give instructions to the Supplier by e-mail or fax. When manufacturing and delivering the Goods, the Supplier is bound by the Customer's Technical Documents and shall manufacture the Goods exclusively through Tools, if they have been provided in accordance with their definition.

3.2 The Goods to be delivered are specified in the Order and/or Contract and the annexes thereto. When manufacturing and delivering the Goods, the Supplier is obliged to comply with the conditions, requirements and specifications of the Goods as referred to in the Order and/or Contract, and in all annexes thereto (in particular, but not exclusively, in the Technical Documents, in the "Lastenheft" document, in the Schedule etc.). The Supplier agrees that, by confirming the Order of the Customer, the Order becomes binding on the Supplier in its entirety, including any of annexes thereto, and in particular, but not only, the "Lastenheft" document.

3.3 The specification of the Goods may be given in the documents supplied to the Customer by its customer; in that case, these documents become binding on the Supplier upon confirmation of the Order and/or conclusion of the Contract, to which such documents are attached. If the specification of the Goods is given in the documents as referred to in the previous sentence, the definition of the Goods and services to be delivered by the Customer as a general contractor to its customer in accordance with these documents shall be decisive for the specification of the Goods to be delivered by the Supplier to the Customer according to the Order and/or Contract. According to this provision, the Goods to be delivered by the Supplier to the Customer under the Order and/or Contract are specified and correspond to the goods and/or services to be delivered by the Customer to its customer according to the documents under the first sentence of this provision. If, when confirming the Order or in the Contract, the Supplier has not expressly excluded the delivery of goods or services as defined in the documents under the first sentence of this provision, these documents shall become binding on the Supplier in their entirety upon confirmation of the Order and/or conclusion of the Contract.

3.4 The Supplier is obliged to deliver the Goods to the Customer properly, completely, in the agreed quantity, quality and terms as specified in the accepted Order and without any defects, including legal ones. The delivered Goods must not be encumbered by any rights of third parties or rights established for the benefit of any third parties, including liens and other security rights.

3.5 The Goods must be manufactured according to the latest state of science and technology in the given area, and in a quality that corresponds at least to the level of the competition in the given area. Should the Supplier deviate from this state of the art and level, it is obliged to notify the Customer thereof immediately in writing, including the reasons and causes of this deviation, and take all steps aimed at achieving this state of the art and level.

3.6 The Supplier is obliged to manufacture the Goods in accordance with legal regulations, GPC and the parts thereof and annexes thereto, the Contract and/or Order and the parts thereof and annexes thereto, the technical and qualitative parameters, specifications and standards and rules applicable to quality assurance as determined by the Customer, as well as the regulations mentioned in the last paragraph of Point 2.3. The Supplier is obliged to allow the Customer to check compliance with the Customer's instructions, Technical documents, legal regulations, GPC, the Contract, quality standards and rules, and other obligations, including inspection of the production and control equipment, production premises, documents, and documentation.

3.7 The Supplier is obliged to place markings, signs, or symbols on the Goods according to the Customer's instructions, the Order or the Technical Documents. The Supplier shall mark the Goods (each package) with a VDA4902 label, which contains, in particular, (i) the code and description of the Goods in accordance with the Customer's request, the Order, the delivery schedule, and/or Call-Offs; (ii) Quantity of the Goods in the package (net and gross quantity; number of pieces), and allows for (iii) reverse identification of the Goods; (iv) assignment of the Goods to the accompanying documentation (delivery note; invoice; material certificate; safety sheet, etc. ), and (v) identifies the Supplier and originator of the Goods.

3.8 At the Customer's request, the Supplier is obliged to allow the Customer accessing the production premises for the purpose of ascertaining and checking compliance with the quality of the production of the Goods, technical parameters of the production, etc. Such inspection can only be carried out on the working days from 08:00 a.m. to 04:00 p.m.

3.9 The Quality Management Systems in accordance with TS, VDA, QS and ISO international standards serve as the basis for assessment and determination of the range of measures and documentation necessary for quality assurance.

## 4 Delivery of Goods

4.1 The Supplier shall deliver the Goods according to the Customer's instructions; with each delivery of the Goods, the Supplier shall also deliver the Delivery Note, Invoice, packing list, material certificate, and other documents, including accessories of the Goods (the owner's manuals in the Slovak or Czech language, etc.). In the event that the delivery of the Goods does not contain any of the above-mentioned documents, in particular a document on the origin of the Goods, the Goods have not been delivered properly, completely and without defects. When handing over and accepting the properly delivered Goods, the Parties shall sign the Delivery Note.

4.2 The Delivery Note shall contain (i) the number of the Delivery Note; (ii) the designation of the Parties (business name; seat; ID number; incorporation in the Business Register); (iii) the designation of the persons handing over and accepting the Goods in the name, or on behalf, of the Parties; (iv) designation of the Goods (name, number/nomenclature of the

item of the Customer and Supplier; the purchase document number (Order, delivery schedule, or Call-Off), gross and net quantity, unit of measurement, the unit and total prices; number and type of pallets), while items with one nomenclature shall be listed only once on the Delivery Note in a cumulative quantity with a quantity indication; (v) evaluation of the trial operation and measured values, if carried out; (vi) listing of defects and malfunctions that can be detected during normal operation inspection, if the Customer took over the Goods even with defects; and (vii) signatures of the persons present at 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, along with the Delivery Note, a declaration of origin of the Goods issued in line with the European Union legislation.

4.4 Each delivery of Goods must be proper, complete, on time and without any defects. Acceptance of the Goods with defects shall not release the Supplier from the obligation to remove the defects of the Goods at its own expense.

4.5 The Supplier is not entitled to retain the Tools, Technical Documents, or Goods, regardless of the reason for such detention.

4.6 A Supplier from a country outside the European Union, with which the European Union has concluded a Free Trade Agreement or any other agreement that allows for exemption from import duties or a preferential reduction of duties for the import of Goods by the Supplier to the Customer, and who has the Status of an Approved Exporter, is obliged to deliver to the Customer, together with the Goods, the Declaration of Origin in the Czech or English language, which shall contain (i) a reference to the relevant customs document; a list of imported Goods; (ii) a statement that these Goods have a preferential origin in the Supplier's country, and (iii) other details required by law regulations.

## 5 Price and Payment Terms

5.1 The Parties agree on the Price for the delivered Goods separately. The Price can only be changed based on the written mutual agreement of the Parties.

Taxes shall be charged to the Price according to the relevant legal regulations. In the event that the relevant authorities request the Customer to pay Taxes, especially the value added tax, which is otherwise to be paid by the Supplier, the Customer shall be entitled to reimbursement of the Taxes thus paid, including any accessories thereof, from the Supplier.

5.2 The Supplier is entitled to invoice the Price only for the properly and timely delivered Goods. The invoice shall contain (i) all the details of the tax and accounting document according to the relevant legal regulations of the Customer's State and, at the same time, of the Supplier's State, if the Supplier is not a Czech entity; (ii) Description of the Goods (name, number/nomenclature of the item of the Customer and Supplier, purchase document number (Order, delivery schedule or Call-Off), gross and net quantity, unit of measurement, the unit and total prices, number and the type of pallets, and the correct numerical code of the Goods according to the Common Customs Tariff), while items with one nomenclature must be listed on the Delivery Note only once in a cumulative quantity with an indication of the quantity; and (iii) the complete and correct data on the bank connection, including the bank's trade name, account number including IBAN and SWIFT codes of the bank; otherwise, the Customer shall not be held liable for late payment of the Price, or for any damages or harm caused by non-payment of the Price, or a late payment thereof, related to incomplete data according to this Point.

In the event that the Invoice was not properly issued in accordance with, or lacks any data or information required by, the legal regulations and/or GPC, the Customer is entitled to return the Invoice to the Supplier for re-processing. The deadline for payment shall not lapse until the delivery of a new, properly issued Invoice, and shall begin again only at the moment of delivery of the properly issued Invoice. The invoices are sent electronically (by email) on addresses [fakturace@auftegrgroup.eu](mailto:fakturace@auftegrgroup.eu), [info@alpha-automation.cz](mailto:info@alpha-automation.cz), [fakturace@entry-cz.com](mailto:fakturace@entry-cz.com), [fakturv@dkl-tech.eu](mailto:fakturv@dkl-tech.eu), [fakturace@sigmamotor.cz](mailto:fakturace@sigmamotor.cz)

5.3 The Price shall be invoiced in CZK. If the Price was agreed in another currency, the exchange rate of the European Central Bank applicable on the day when the Order was sent by the Customer to the Supplier shall be applied to convert the Price from another currency to the CZK currency.

5.4 The due date is agreed in the Contract. In the event that it was not agreed in the Contract, the due date is agreed as follows: (i) in the case of regular delivery of the Goods in the first half of the relevant month (hereinafter referred to as the "Month of Delivery"), the due date is the first day of the third month following the Month of Delivery (Example: if the Goods were delivered on March 14, the due date is June 1), and (ii) in case of regular delivery of the Goods in the second half of the Month of Delivery, the due date is the fifteenth day of the third month following the Month of Delivery (Example: if the Goods were delivered on March 28, the due date is June 15). Upon proper delivery of Goods at an earlier date, the due date shall begin to run from the agreed date of delivery. The Supplier shall 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 with the delivery of the Invoice.

5.5 The Price is payable by a cashless transfer to the Supplier's account. The Price is considered paid on the day when the bank of the Customer remitted the Price to the Supplier's account. Any bank fees associated with the transfer shall be paid by each Party to their banks at their own expense.

5.6 The Supplier is obliged to provide, and demonstrate, a credit limit to the Customer for financial coverage of deliveries in an amount that would enable smooth ordering and deliveries while complying with the agreed maturity.

5.7 The Customer is entitled to withhold payment of the Price in the event that the Supplier did not deliver the Goods completely, properly or on time, or delivered the Goods with any defects, until the Goods are properly and completely delivered without any defects. The Customer shall notify the Supplier of the payment withholding, while a notification by e-mail or fax is sufficient. The due date of the Price shall be automatically extended by the period of withholding of payment of the Price according to this provision.

5.8 Pursuant to Section 1881 col 1 of the Civil Code, the Supplier is not entitled to transfer any receivables under the Contract, GPC or a legal relationship established by the Contract and/or GPC, or under any relationship directly or indirectly connected with the Contract and/or GPC, which it has from the Customer, to any third party persons.

5.9 The Supplier is not entitled to unilaterally offset any receivables from the Customer with the Customer's receivables from the Supplier.

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

5.11 The Supplier is not entitled to set up a lien or any other right in favor of any third party on the receivables from the Customer under the Contract, GPC or a legal relationship established by the Contract and/or GPC, or under any relationship directly or indirectly connected with the Contract and/or GPC.

5.12 Regardless of any other provisions hereof (in particular, regardless of the provision of Point 5.4 GPC above), or regardless of the provisions of the Contract, if a situation arises where, due to the decision of a public authority, such interventions or restrictions occur that may have an impact on the operation of the Customer's business (including, but not limited to, restrictions related to the prevention of the spread of infectious diseases, averting the consequences of unpredictable events and/or restrictions related to the circulation of goods, the movement of people, the performance of the work of the Customer's employees or the Customer's suppliers), there is an automatic shift in the due dates of the Supplier's invoices so that the respective invoices become due only on the first day of the month following the month, in which they should have become due according to Point 5.4 GPC above.

## 6 Removal of Defects in the Goods and Warranty Conditions

6.1 Takeover of the Goods with defects does not release the Supplier from the obligation to remove the defects in the Goods at its own expense. The Customer shall notify the Supplier of any discovered defects in the Goods within the deadline of thirty (30) days from their discovery; the notification under this sentence may be made also by e-mail or fax.

6.2 The warranty period for the Goods is twenty-four (24) months from the proper and complete delivery Goods without defects, unless the Parties agree on a shorter/longer warranty period. If 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 these products as determined by their manufacturer (especially in the case of motor vehicles). In the case of delivery of replacement Goods or removal of defects in the Goods by repair, a new warranty period shall begin upon delivery of replacement Goods or repaired Goods to the extent of the repair.

6.3 Delivery of Goods with defects and/or not timely, proper, or complete delivery of Goods breach the Contract in a material way. The Customer is entitled to (i) demand from the Supplier the removal of defects by delivering replacement Goods for defective Goods, delivering missing Goods, and to demand removal of legal defects; or (ii) demand from the Supplier the removal of defects by repairing the Goods, if the defects are repairable; or (iii) return the Goods, or part thereof, to the Supplier, while the Supplier shall bear the costs of return and the risk of damage, or (iv) demand from the Supplier an adequate discount on the Price; or (v) withdraw from the Contract or the relevant Order, or (vi) by itself or through a third party designated by the Customer or a customer of the Customer, remove defects and carry out related work at the Supplier's expense, in any way, including repair, exchange of the Goods for the same or similar goods from another supplier. For the avoidance of doubt, the Supplier is obliged to tolerate the elimination of defects and the execution of related work at its expense by the Customer or through a third party designated by the Customer or a customer of the Customer, even if it is not an exercise of the Customer's right according to Point 6.3 (vi).

6.4 The Customer shall not have warranty claims, if defects arise as a result of the Goods being used in violation of the operating, maintenance or assembly instructions provided by the Supplier to the Customer, or through natural wear and tear. The Customer shall not have warranty claims even if the defects arise as a result of the application of inappropriate instructions of the Customer, Technical documents or Tools and the Supplier has warned the Customer in writing of their inappropriateness in advance before the manufacture of the Goods or the application of these instructions, Technical documents or Tools has commenced, but the Customer insisted on their application despite this written warning.

6.5 Application of warranty claims, removal of defects in the Goods, and implementation of the related work (sorting, scrapping, repairs, processing of Goods to a tolerance, return of the Goods etc.) shall always be at the expense and risk of the Supplier. The risk of damage and costs associated with the handling, storage and transportation of the claimed Goods to the Supplier shall be borne by the Supplier.

6.6 The Supplier is obliged to notify the Customer in writing of the receipt of the complaint by 24 hours from its receipt; in the notice, it is obliged to comment on the method of resolving the complaint as requested by the Customer. The Customer is entitled to change the requested method of resolving the complaint after the statement of the Supplier. Method of resolving the complaint requested by the Customer shall be binding on the Supplier.

6.7 The Supplier shall, within five (5) working days, resolve the complaint in the method specified by the Customer in accordance with Points 6.3 and 6.6, including the issue of the credit note or other documents of the quality management systems. If it is not possible to resolve the complaint within the period or in the method according to the previous sentence, the Supplier is obliged to notify the Customer of this fact before the expiry of this period, with a proposal for an additional deadline for resolving the complaint, which must be reasonable, and/or another method of resolving the complaint. If (i) the Supplier does not resolve the complaint according to the first sentence and/or does not propose to the Customer an additional deadline according to the second sentence of this provision and/or another method of resolving the complaint; or (ii) the Customer does not agree with the additional deadline proposed by the Supplier, or (iii) the Customer does not agree with

another method of resolution of the complaints proposed by the Supplier; or (iv) the Supplier does not resolve the complaint even within the additional reasonable deadline agreed upon with the Customer and/or in another method of resolving the complaint agreed upon with the Customer, the Customer is entitled to withdraw from the Order/Contract or proceed according to Point 6.3 of the penultimate sentence. If the Customer withdraws from the Order/contract, the Supplier is obliged to return to the Customer the payments for the defective Goods, to which the withdrawal relates, without undue delay. If the Supplier does not send a credit note within a reasonable period, the Customer shall settle a difference with a corrective accounting document issued in its own name, or in the name and on account of the Supplier. Settlement according to this Point does not release the Supplier from a liability for damage and costs associated with the removal of defects in the Goods.

- 6.8 The Supplier is obliged to issue a written warranty statement for the Customer, which shall contain at least the above-mentioned warranty conditions, and which shall not narrow down any of the stated terms of the warranty in any way. Failure to issue a warranty statement that is in conflict with the Contract and the GPC does not affect the warranty conditions stated herein.

## 7 Technical Documents and Tools

- 7.1 The Technical Documents remain the property of the Customer; the Supplier is entitled to use them exclusively for the manufacture and delivery of the Goods only for the Customer. The Supplier shall immediately return these Technical Documents to the Customer upon termination of the Contract. The Supplier is not entitled to assign/transfer any right to the Technical Documents to any third party in any way.

- 7.2 The Supplier is obliged to manufacture the Goods exclusively through Tools, if these were provided to it by the Customer, or were produced on the basis of Technical Documents. The Supplier is not authorized to use Tools for the production of goods or provision of any services to any third party without prior written consent of the Customer.

- 7.3 If the Tools were made at the expense of the Customer, the Customer is the owner of the Tools.

- 7.4 The Supplier is not authorized in any way to assign or transfer any right to the Tools or to establish a lien on the Tools or any other right in favor of any third parties, including security rights; otherwise, the Supplier is liable to the Customer for any damages incurred by the Customer as a direct or indirect result of the violation of this prohibition.

- 7.5 In the event that the Tools are made at the Supplier's expense, the Customer shall have the right of pre-emption to these Tools; the purchase price for the Tools shall not be higher than the costs of their production. The Supplier is not authorized in any way to assign/transfer any right to the Tools, or to establish a lien on these Tools or any other right in favor of any third parties, including security rights, without the prior written consent of the Customer; otherwise, the Supplier is liable to the Customer for any damages incurred by the Customer as a result of the violation of this prohibition.

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

- 7.7 At the Customer's request, the Supplier is obliged to allow the Customer to inspect the Technical Documents and Tools. Such inspection can only be carried out in the weekdays from 8:00 a.m. to 4:00 p.m. The Supplier is obliged to notify the Customer in writing of any new relocation of Technical Documents and Tools to another Supplier's plant, and of any change of rights to the Tools, including the establishment of liens, other rights in favor of any third parties or their retention.

- 7.8 The Supplier shall carry out maintenance and repairs of the Tools at its own expense.

## 8 Intellectual and Industrial Property Rights

- 8.1 By providing Technical Documents and Tools to the Supplier, the Customer grants to the Supplier a limited non-exclusive license to use the intellectual and industrial property rights associated with these Technical Documents and Tools. The use of this license is limited exclusively to the production of Goods for the Customer. The license lasts for the duration of the Contract and expires with the termination of the Contract. The Supplier is not authorized to use these intellectual and industrial property rights for a purpose other than the contract delivery of the Goods to the Customer.

- 8.2 The Supplier is responsible for any violation of somebody else's intellectual and industrial property rights of third parties that occurs in connection with the manufacture of the Goods, or in connection with the Contract. The Supplier shall be liable for the fact that the Goods delivered to the Customer do not infringe any intellectual or industrial property rights of any third parties, neither in whole nor in any part thereof. The Supplier shall not be liable for the violation of these rights only in case when the Customer violated these rights by providing Technical Documents and Tools and the Supplier could not have known about such a violation even if exercising professional care.

- 8.3 The Supplier is obliged to inform the Customer in writing about all its own intellectual and industrial property rights and all intellectual and industrial property rights of any third parties, the sub-licenses to which the Supplier is authorized to grant, and which the Supplier used to manufacture the Goods. The used licenses and sub-licenses shall enable the export of the Goods to all countries, to which the Customer delivers the Goods or products, for the production of which the Goods are used. The Supplier releases the Customer and the Customer's customers from any claims for the use of these intellectual and industrial property rights.

- 8.4 The Parties are obliged to inform each other without delay about any claims of any third parties regarding the intellectual and industrial property rights, and to 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 that arose in connection with the development Order of the Customer, or in the context of consultation with experts, cooperating persons, or employees of the Customer. In the event that the Supplier acquires these rights in violation of the previous sentence, it is obliged to 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 are obliged to maintain the Confidential Information in the absolute confidentiality.

- 9.2 The obligation to maintain the Confidential Information in confidentiality applies to any third party.

- 9.3 The provision of Confidential Information to the public administration bodies in accordance with relevant legal regulations shall not be considered a violation of the obligation of confidentiality regarding Confidential Information provided that the Confidential Information has been provided to the public administration bodies in accordance with the legal regulations. The Party providing Confidential Information to the public administration body is obliged to immediately inform the other Party in writing and to cooperate closely with it in ensuring further protection of the confidentiality of such Confidential Information.

- 9.4 In the event that the Parties conclude a special agreement, the subject of which is a protection of the Confidential Information, such an agreement shall take precedence over the provisions of this Article of GPC provided that such agreement provides Confidential Information with broader protection.

## 10 Liability

- 10.1 The Supplier shall be fully liable for any damage, including actual damage, lost profits, and other directly or indirectly related damage, which arises as a result of a breach of any of its obligations under the Contract, GPC, legal regulations, or other rules that are binding between the Parties.

- 10.2 The Parties shall not be liable for any damage only in case if the damage occurred as a result of (i) Force Majeure and the first Party notified the injured Party in writing of the anticipated action of Force Majeure in sufficient advance before, or immediately after, the action of Force Majeure, if it was not possible to notify the injured Party in advance of the action of Force Majeure for reasons not attributable to the first Party; or if (ii) the damage occurred as a result of a breach of the injured Party's obligations under the Contract, GPC, legal regulations or other rules that are binding between the Parties, by the injured Party to the extent, in which this breach caused by the injured Party effectuated this damage.

- 10.3 In the event that a third party raises a claim against the Customer for compensation for damage that arose as a result of a direct or indirect violation of any of the Supplier's obligations under the Contract, GPC, legal regulations or other rules that are binding between the Parties, the Supplier shall compensate the Customer for any damage that will be awarded to a third party against the Customer by a valid and enforceable decision of a court or other competent public authority. The Parties undertake to cooperate with each other in solving such a situation. The provisions on Force Majeure shall apply in this case only if the Customer has successfully invoked the action of Force Majeure against the given third party.

- 10.4 The Supplier shall be fully liable to the Customer for damages that the Customer suffered in case of authorized preventive measures taken by the Customer or a customer of the Customer (especially recalls).

- 10.5 The obligation of the Customer to compensate the Supplier for damage is excluded in the relevant extent, if the Customer has effectively limited its liability towards its customer.

- 10.6 If the Supplier has violated its legal obligations arising from Act No. 351/2015 Coll. on cross-border cooperation in the posting of employees to perform work in the provision of services, and on the amendments to certain acts, as amended (hereinafter referred to as the "Cross-Border Cooperation Act") and/or obligations from the European Parliament and Council Directive No. 2014/67/EU on the enforcement of Directive No. 96/71/EC concerning the posting of workers in the framework of the provision of services and amending Regulation (EU) No. 1024/2012 on administrative cooperation through the Internal Market Information System (hereinafter referred to as the "Directive on Posting of Workers"), and/or other related or similar legal regulations, or contractual obligations arising under the Contract or GPC, any sanctions, damages, compensations, measures or any other claims of a financial, property or any other nature will be imposed on the Customer by any person, authority or office in direct or indirect connection with any of these violations, the Supplier is obliged to compensate the Customer for the relevant damages suffered by the Customer for this reason. The Customer is entitled to apply these compensations against the Supplier also preventively and the Supplier is obliged to reimburse the aforementioned damages even before the Customer has fulfilled the said sanctions, damages, compensations, measures or claims to the relevant person, authority or office.

- 10.7 The Supplier shall pay to the Customer damages and compensation according to this Article within thirty (30) days from the delivery of the call for the payment thereof. The request for payment may take the form of an invoice. The Customer is entitled to set off any damages and compensations against any other claims the Supplier has against the Customer, even without sending a previous call for the payment.

## 11 Sanctions

- 11.1 If the Supplier is late with the proper and complete delivery of the Goods, it is obliged to pay to the Customer a sanction of **0.5% of the Price per each week of delay**. This sanction does not affect the Customer's right to compensation for damages.

If the Customer becomes obligated to pay Taxes on behalf of the Supplier, the Customer shall also be entitled to a contractual penalty from the Supplier in the amount of **0.2% of the amount corresponding to the Taxes**, including accessories thereto, per each day from the moment the Customer paid the Taxes to the competent authority until the moment the Supplier paid the Tax compensation to the Customer. This does not affect the Customer's claim for damages.

- 11.2 If the Customer is in arrears with the payment of the price, the Supplier is entitled to demand from the Customer an interest on delay in the amount of **0.5% of the Price per each week of delay**.

- 11.3 In the event non-compliance with the following obligations, the Supplier shall pay the Customer the following contractual fines, while these sanctions do not affect the right of the Customer for damages:

- EUR 150 for issuing a claim;
- EUR 150 for missed sampling deadline;
- EUR 150 for organizing the sorting of a defective delivery;
- EUR 150 for non-compliance with packaging regulations;
- EUR 300 for jeopardizing the continuity of the Customer's production due to a delayed delivery;
- EUR 150 for each incorrect, incomplete, or missing data or document in the Invoice, Delivery Note or other accompanying documents;
- EUR 150 for a zero escalation level applied to the Supplier and, subsequently, a multiple of this sanction for each higher degree thereof.

- 11.4 In the event that the Supplier violates the prohibition to establish a lien or any other rights in favor of third parties on/to its claims from the Customer under Point 5.15 GPC, the Supplier shall pay to the Customer a contractual penalty in the amount of **25% of the value of each claim** established in violation of Point 5.15 GPC.

- 11.5 The Supplier **is not authorized**, for own behalf, or for behalf of any other third party including persons related to the Customer, to **(i)** carry out any direct or indirect recruitment of the Customer's employees, other employees of the Customer or the Customer's contractual partners; **(ii)** offer to the Customer's employees, other employees of the Customer or the Customer's contractual partners its jobs, including managerial or executive positions or positions of statutory representatives or procurators, or offer them the same or similar positions with any third parties; or **(iii)** in any way persuade the Customer's employees, other employees of the Customer or the Customer's contractual partners to terminate the employment relationship or contract with the Customer and/or persuade them in any way to go work for the Supplier or any third party. The Supplier **is not authorized to (iv)** conclude an employment relationship or any other similar employment or legal relationship with any Customer's employees, other employees of the Customer or the Customer's contractual partner.

In the event that the Supplier violates any of the prohibitions listed in the first paragraph of the Point 11.5, the Supplier shall pay to the Customer a contractual fine of **EUR 10,000** per each such violation.

- 11.6 The Supplier shall pay to the Customer the sanctions according to this Article within thirty (30) days from the delivery of the call for the payment thereof. The request for payment may take the form of an invoice. The Customer is entitled to offset the sanctions with other claims of the Supplier against the Customer even without sending a previous call for the payment.

- 11.7 The Supplier declares that the work or service it provides to the Customer is provided exclusively through natural persons, whom it legally employs.

Regardless of the other provisions of the GPC or of another document governing the contractual relationship between the Supplier and the Customer, the Parties have therefore agreed that, in the event that the Customer is obliged to pay to the administrative authority due to (i) the incorrectness or falsity of the statement about the legal employment of a natural person ;(ii) the violation of any obligation stipulated by this Contract (GPC or other document governing the contractual relationship between the Supplier and the Customer) a fine, sanction or other performance, the Supplier is obliged to pay this amount to the Customer as a contractual penalty for Supplier stating false statement or violating its obligation. The contractual fine shall be due within fifteen (15) days from the date of delivery of the call for its payment by the Customer.

The Parties agree that the falsity or incorrectness of any of the statements of the Supplier in this Article above, or violation of the provisions of this Contract (GPC or any another document governing the contractual relationship between the Supplier and the Customer) by the Supplier establishes the Customer's right to withdraw from the Contract.

The Parties also agreed that, in such a case, the Customer has the right to compensation for damages.

The Supplier, as a promisee in the sense of the provisions of § 2890 et seq. Commercial Code, undertakes to compensate the Customer as the beneficiary for any damage incurred by the Customer as a result of the imposition of any sanction by an administrative authority, in particular as a sanction imposed because the Supplier has supplied the work or service to the Customer through an illegally employed natural person.

## 12 Delivery

- 12.1 Any documents delivered under the Contract and/or GPC shall be delivered in person, by courier or registered mail; they are considered delivered on the third day after they were sent to the last known address.

- 12.2 Orders can also be delivered by regular mail, e-mail, fax, or through other electronic systems used between the Parties.

- 12.3 Immediately after the Supplier sent the Goods, it is obliged to send a notice of delivery thereof to the Customer. Delivery Notes must be delivered along with the Goods. The Delivery Note is considered delivered on the date of its signature by the Customer and upon delivery of the Goods to the Customer.

## 13 Applicable Law and Jurisdiction of Courts

- 13.1 The GPC, the Contract and any legal relationships related to them, are governed in full by Czech law. The Contract is concluded under CC and is governed in full by the provisions thereof.

- 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 § 85 IPLA and Article 25 (1) (b) of the CRJ, the authority to the resolution of disputes arising from the GPC, the Contract and/or relationships that are directly or indirectly related to them, their content and/or their subject, belongs exclusively to the Czech court.

- 13.4 The locally competent court for resolving disputes according to the previous paragraph is the substantively competent court with the jurisdiction over the registered office of the Customer.

## 14 Change of GPC; Change of the Contract, and Termination of the Contract and Production of the Goods

- 14.1 The Customer is entitled to change the GPC unilaterally. The Customer shall inform the Supplier about changes to the GPC and effective dates thereof in an appropriate way via its website and the links thereto indicated on the Orders. The current wording of the GPC is available for viewing at the Customer's headquarters and website.

- 14.2 The Contract can only be changed upon a mutual written agreement signed by both, the Customer and the Supplier. This provision does not apply to the changes to GPC according to provisions of 14.1 GPC.

- 14.3 The Contract can only be terminated **(i)** upon a mutual written agreement of both Parties signed by the statutory representatives of the Parties; or **(ii)** by withdrawal in accordance with the GPC; or **(iii)** by termination in accordance with the GPC; or **(iv)** in another way that the Parties agree on in writing in the Contract.

- 14.4 The Customer may withdraw from the Contract or Order **(i)** for reasons according to CC and other legal regulations, or **(ii)** if the Supplier Did not properly and timely deliver the Goods to the Customer; or **(iii)** if the Supplier has violated its other duties and obligations under the Contract, GPC and/or legal regulations; or **(iv)** in the event that the Customer's customer, to which the Customer as a supplier supplies the Goods in any other form, terminates or plans to terminate the relationship with the Customer; or **(v)** for other reasons specified in the Contract or GPC.

- 14.5 The Supplier is entitled to withdraw from the Contract, **(i)** if the Customer did not pay to the Supplier the agreed Price, even within the reasonable additional period specified in the written call for the payment that the Supplier delivered to the Customer, while the additional period for payment must be at least thirty (30) working days from delivery the written call for the payment by the Supplier to the Customer; or **(ii)** if the Customer does not agree with the changes to the GPC according to Point 14.1, while the Supplier is entitled to withdraw from the Contract for this reason only within thirty (30) days from the adoption of these changes to the GPC; or **(iii)** for other reasons specified in the Contract or GPC.

- 14.6 The Party is entitled to withdraw from the Contract, if: **(i)** the other Party enters into bankruptcy, extension or insolvency; or **(ii)** a petition for declaration of bankruptcy, authorization of settlement or restructuring, or a proposal to initiate any insolvency proceedings under the law of the other Party's state was filed against the other Party; or **(iii)** the property of the other Party has been declared bankrupt; liquidation or restructuring has been allowed or any insolvency proceedings have been initiated under the law of the other Party's State; or **(iv)** a proposal for declaration of bankruptcy, authorization of settlement or restructuring, or proposal to initiate any insolvency proceedings under the law of the other Party's State was rejected due to lack of assets of the other Party; **(i)** the other Party was dissolved and went into liquidation; or **(ii)** the other Party's authorization to carry out business activities ceased to exist; or **(iii)** the other Party was deprived of legal capacity, or the capacity of which was limited; -The other Party has suspended its business activities or does not carry out business activities.

- 14.7 The Customer is entitled to terminate the Contract for any reason or without stating the reason. The notice period is six (6) months; it shall begin on the first day of the calendar month immediately following the month, in which the notice was delivered to the Supplier.

14.8 Withdrawal from the Contract and termination of the Contract must be made in writing, signed by statutory representatives of the Parties, and delivered to the other Party personally, by courier or by registered mail. The Contract ends with the delivery of the withdrawal to the other Party or upon expiry of the notice period. Termination of the Contract does not apply to the provisions on a choice of law, powers of courts, liability for damage, and sanctions.

14.9 On the date of withdrawal from the Contract or expiry of the notice period, the Supplier is obliged to immediately end the manufacture of the Goods and the ordering of any input materials and other inputs. Any Orders that have not been delivered and satisfied by the date of delivery of the withdrawal notice or expiration of the notice period by the Supplier shall be considered canceled at the moment of termination of the Contract. Withdrawal from the Contract does not affect the already fulfilled obligations under the Contract.

The Customer is not liable to the Supplier for any stock of input materials or other inputs or goods in progress as of the date of withdrawal from the Contract or expiry of the notice period, and these stocks of input materials, other inputs and goods in progress are at the expense of the Supplier, unless the Parties agree otherwise in writing.

## 15 Final Provisions

**15.1 Sustainable development, social capability of the Supplier and assurance of quality deliveries:** The Supplier undertakes to carry out any of its activities in accordance with the internationally recognized standards regarding social responsibility, sustainable development and the quality management system. The Supplier shall demonstrate the fulfillment of the requirement according to this Point above to the Customer either (i) with a certificate according to ISO 9001, ISO 26000, ISO 50001 and ISO 14001 (hereinafter referred to as "Certificates"); or (ii) in another way satisfactory to the Customer to the extent corresponding to the Certificates. The Customer is entitled to request from the Supplier a proof of fulfillment of the obligation according to this Point 15.1 GPC and check the fulfillment of this obligation directly with the Supplier. In the event that the Customer identifies a violation of the obligation on the part of the Supplier according to this Point 15.1 GPC, the Customer will set a deadline for the Supplier to rectify it, until the expiry of which the Supplier is obliged to fulfill the conditions according to this Point above. A failure of the Supplier to comply even after the deadline according to the previous sentence under this Point 15.1 GPC will be considered a serious breach of the Contract by the Supplier. The Supplier also undertakes to comply with the Code of Ethics of the Customer, which forms an annex to the GPC, especially, but not only, the principles of sustainability, respect for human rights, and the policy of social responsibility. Violation of the obligation according to the previous sentence will be considered a serious breach of the Contract by the Supplier.

### 15.2 Insurance

The Supplier is obliged to take out liability insurance for damage caused to the Customer and/or the Customer's customer (consumer). Liability insurance shall include liability for personal injury, property damage, and related damage, liability for lost profits, as well as net financial loss, liability insurance for unpaid liabilities, and non-property damage.

The Supplier undertakes to provide the Customer, within three (3) days of the request, with a proof of the conclusion of the insurance contract, as well as the payment of the insurance premium. At any time after the conclusion of the Contract, no later than ten (10) days from the request, the Supplier shall also provide the Customer with a certificate (confirmation) proving the purpose of the insurance contract, the subject of the insurance, the period of the insurance, the sum insured, with a description of the insurance events covered by the insurance, the insurance payment together with the insurance payment limits, deductibles and/or main exceptions/exclusions from insurance, if any, or other documents to prove the conclusion of insurance, insurance coverage and damages covered by insurance. In the event that the Customer requests it, the Supplier is obliged to submit the documents according to this provision before any provision of performance according to the Contract/Order is commenced.

Taking out of insurance does not exclude/limit the Supplier's liability for damage, including the extent of liability or the amount of compensation. The Supplier is obliged to inform the Customer immediately, at least ten (10) days, before any change to, or termination of, the insurance contract/insurance, regardless of the reason for the change or termination.

15.3 Any reference to other business, purchase, delivery, or any other conditions made on the Supplier's documents, including Invoices and Delivery Notes, shall not be ineffective and does not bind the Customer, regardless of whether this document was signed by the Customer, or not.

15.4 The Supplier undertakes not to indicate on its documents concerning the Contract and the contractual relationship with the Customer, including Invoices and Delivery Notes, any references to other business, purchase, delivery or any other conditions than these GPC.

15.5 The order of priority of individual documents under these GPC is as follows:

- The Contract and annexes thereto, with the annexes taking precedence;
- General technical conditions for the purchase of pressing tools and annexes thereto, with the annexes taking precedence;
- Safety principles for connecting devices to LAN MATADOR and annexes thereto, with the annexes taking precedence;
- GPC.

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

15.7 If these GPC are translated into other languages, the decisive language version is the Czech version, which is the original.

15.8 This version of the GPC is effective from 01.05.2024.