

# GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF PRODUCTS

## ("Terms and Conditions")

for Aerotech Czech s.r.o., ID No. 26399407, Dr. Sedláka 763, Klatovy III, 339 01 Klatovy, listed in the Commercial Register maintained by the Regional Court in Pilsen, Section C, Entry No. 17779, as the Purchaser

### 1.1 Effectiveness

1.2 Subject matter, content. These Terms and Conditions regulate the conditions for the purchase of Products by Aerotech Czech s.r.o., ID No. 26399407, Dr. Sedláka 763, Klatovy III, 339 01 Klatovy, as the Purchaser.

1.3 Integral part of the Purchase Contract. These Terms and Conditions constitute an integral part of each Purchase Contract concluded by and between the Purchaser and the Seller. Should there be any discrepancy between the provisions of the Purchase Contract and these Terms and Conditions, the provisions of the Purchase Contract will prevail. The Purchaser will accept no amendment of these Terms and Conditions which will be made unilaterally and specified by the Seller in the Seller's documentation and correspondence should such amendment be in contradiction with or in limitation thereof.

## II. Definitions

2.1 Delivery. Delivery under these Terms and Conditions means Delivery via a postal licence holder, fax or electronic mail (including without a guaranteed electronic signature) or Delivery to a data box or, where applicable, Delivery by hand. Unless expressly provided otherwise, any and all notices under these Terms and Conditions will be given in writing and will be delivered in one of the manners specified in the preceding sentence.

2.2 Purchase Contract. Purchase Contract means any Purchase Contract executed in accordance with Section III hereof.

2.3 Purchaser. In these Terms and Conditions, every reference to the Purchaser means Aerotech Czech s.r.o., ID No. 26399407, Dr. Sedláka 763, Klatovy III, 339 01 Klatovy.

2.4 Terms. Unless expressly provided otherwise, the terms in these Terms and Conditions are given in calendar days.

2.5 Material Breach of Obligations. A Material Breach of Obligations of the Seller arising from a Purchase Contract and/or these Terms and Conditions means the following in particular:

a) failure to deliver the Products to the Purchaser;

b) default of performance of an obligation arising from product defect liability;

c) infringement of industrial or other intellectual property rights under Article XII hereof.

2.6 Contractual Penalties. Any and all contractual penalties under these Terms and Conditions and the Purchase Contracts will be due and payable within 30 days after a document is delivered to the other Party, whereby any such Contractual Penalty will be charged. Payment of a Contractual Penalty does not affect the Purchaser's right to damages in any manner whatsoever. The Purchaser may exercise both such rights independently of and alongside each other; the agreement on a Contractual Penalty does not affect liability for damage, the claim for this, the amount and the right to compensation thereof.

2.7 Products. The Products under these Terms and Conditions mean the tangible movable property and any parts thereof in regard of which, by virtue of the Purchase Contract, the Seller agrees to deliver and transfer the ownership right to the Products to the Purchaser and the Purchaser agrees to accept and pay the purchase price for the same, irrespective of whether the Products are referred to as the Products, spare parts, etc. in the Purchase Contract.

## III. Purchase Contract Execution

3.1 Purchase Contract execution. The offer to make a purchase contract will have the form of a draft purchase contract made in writing or a purchase order made in writing which must be delivered to the Seller. The Purchase Contract will be executed by returning to the Purchaser the draft purchase contract signed by the Seller or the purchase order affirmed in writing and signed by the Seller. The Purchaser's draft purchase contract as well as the purchase order must be affirmed by the Seller in full and without any amendments, objections or other changes against the text of the purchase order sent by the Purchaser, otherwise the Purchase Contract will not be executed.

3.2 New Seller's offer to conclude a contract. Should the affirmed draft purchase contract or purchase order contain any amendments, objections, restrictions or other changes, it will

be considered a rejection of the same and will form a new offer by the Seller to execute a Purchase Contract, including if the terms and conditions of the draft purchase contract or purchase order are not altered substantially by such amendment, objection, restriction or other change. In such a situation, the Purchase Contract will be executed only if the new offer is affirmed by the Purchaser in writing and returned to the Seller.

- 3.3 Acceptance term, withdrawal from the draft Purchase Contract/purchase order. The Seller must affirm in writing and deliver to the Purchaser any delivered draft purchase contract or delivered purchase order within 7 days of its Delivery or notify the Purchaser within the same term that it rejects the draft purchase contract/purchase order. The affirmation as well as rejection of the draft purchase contract/purchase order must be given in writing, signed and delivered to the Purchaser.

#### IV. Quality, Workmanship and Packaging of Products

- 4.1 Quality, workmanship. The Products must be in compliance with any and all technical requirements and technical and safety standards regarding the type of Products in question, should such standards be mandatory or take the form of recommendations, but also taking into account the final product in which the Products are to be incorporated. The Products as well as the components used to manufacture the Products must be new, unused, undamaged and made of or from quality materials. Should the Products be supplied on the basis of samples, designs or drawings, the Products must be in full compliance therewith. Should there be any discrepancy between the samples, designs or drawings and the Purchase Contract, the provisions of the Purchase Contract will be decisive in determining the quality and workmanship of the Products. The Products must be capable of providing standard performance on a permanent basis in accordance with the parameters and quality defined in the Purchase Contract and must fully comply with the purpose for which the Products are to be delivered. By virtue of the Purchaser's specifications given in the Purchase Contract, the Seller will not be released from its obligations to act with due professional care and notify the Purchaser in writing, in particular in the event of an inappropriate specification or instruction, that such specification or instruction is not in compliance with the purpose of the Purchase Contract or is incomplete or

insufficient. The Seller represents and warrants that prior to affirming the Purchase Contract, the Seller verified and acknowledged that it was capable of manufacturing and delivering the Products in a due manner and time in accordance with any and all specifications whether arising from the law or a contract (such as standards and guidelines). The Products may not be subject to a charge, for example by way of a security interest.

- 4.2 Origin and composition of the Products. No later than upon the initial Delivery of the Products, the Seller must notify the Purchaser of the country of origin of the Products. Should the country of origin of the Products and the country of origin of any components or materials used to manufacture and/or assemble the Products be different, the Seller will provide both such pieces of information. In regard of the components or materials used, information on the components or materials which are essential for the type of Products in question is sufficient. In the event of a breach of this provision, or should the said notification be false, the Purchaser will have the right to payment by the Seller of a Contractual Penalty of CZK 10,000 per each instance of a breach.
- 4.3 Graphic designations. Apart from the designations, texts or symbols required by binding legal regulations or the Purchaser, the Products will not carry any other elements having the nature of advertisement (logo or name of the manufacturer). Should this provision be breached, the Purchaser will have the right to payment by the Seller of a Contractual Penalty of CZK 10,000 per each instance of a breach.
- 4.4 Special tools or equipment. Should any special tools or equipment be necessary for the assembly, ordinary and extraordinary maintenance and repairs of the Products, the Seller will notify the Purchaser accordingly in writing prior to the execution of the Purchase Contract, including providing information on the availability and standard cost of obtaining these/these tools or equipment.
- 4.5 Packaging, securing and preparing the Products. For the purpose of potential transport, the Seller will package, secure or otherwise prepare the Products for transport at its expense and in a manner expressly provided in the Purchase Contract. If the Purchase Contract does not expressly determine in what manner the Products should be packaged and secured for transport, the Seller must package and secure the Products for transport in such a way

that the Products cannot be damaged or impaired during transport, including loading and off-loading. Any and all costs of packaging, securing and preparing the Products in accordance with this provision are included in the purchase price under the Purchase Contract.

- 4.6 Packaging requirements. The packaging of the Products must enable safe storage thereof without any quality impairment. The packaging must be prepared for handling by a fork-lift truck and must allow for efficient storage, i.e. the packaged Products must be stackable. The packaging of the Products must carry, in a visible place, legible identification of the names of the Seller and the Purchaser, the purchase order number, the Products ID number, information on the quantity and type of the Products based on the Products names and structure given in the Purchase Contract, and the instructions for the storage and safe handling of the Products, i.e. in particular pictorial markings for the identification of transportation packaging, identification of returnable containers, and markings required by the legal regulations governing the manufacturing, use and other handling of the Products in question, such as the legal regulations on hazardous and toxic substances. The packaging of the Products must be environmentally friendly (use of polystyrene, packaging containing Freons or PVC, etc. is forbidden; bags, stretch or shrink foil may be used only if made of polyethylene). Should the Seller use returnable containers, such containers must be labelled by the Seller with the container number, container owner, the project name and the pictogram indicating that the container is returnable. Should any returnable container not carry relevant information as listed above, it will be treated as non-returnable. Furthermore, the packaging of the Products must carry information on the gross weight of the Products and the packaging dimensions, whereby such information must have the form of a label or be highlighted in colour or given in any other visible and legible manner, with the exception of Products in such packaging (e.g. bags) which, by its nature, does not objectively involve the risk of injury which might be suffered by the Purchaser when handling the Product and does not have a gross weight of more than 5 kg.

## V. Product Documentation

- 5.1 Product documentation. Together with the Products, the Seller will deliver to the Purchaser

any documentation expressly specified in the Purchase Contract. If the Purchase Contract does not expressly specify such documentation, the Seller will deliver to the Purchaser any and all documentation necessary for the acceptance, free handling, customs clearance and use of the Products, in particular any such documentation which governs the technical requirements regarding the installation, operation and use of the Products and requirements for the storage of the Products. One of the essential elements of the Delivery is a delivery note which must specify at least the delivery note number, purchase order number, job order number (if given in the purchase order), article ID number in the format used by the Purchaser, article serial number (if given), the quantity of the Products being delivered and the measurement unit.

- 5.2 Certificates. The Seller will deliver to the Purchaser any certificates pertaining to the Products as specified in the Purchase Contract and/or required in regard of the Products in question by legal regulations. The Seller will deliver such certificates to the Purchaser in such a manner that the Purchaser has a valid certificate at any time. The certificates pursuant to this provision mean in particular the declaration of conformity with regard to products, systems, etc. Should the manufacturing processes for the Products to be delivered by the Seller include gluing or welding, the Seller must at all times possess such gluing/welding systems and certificates which are specified in the design documentation or, where applicable, in the Purchase Contract. In the event of changing the gluing/welding system, the Seller will immediately notify the Purchaser accordingly and deliver the gluing/welding certificates to the Purchaser.
- 5.3 Assistance in obtaining documentation. The Seller will provide the Purchaser, at its request, with any and all assistance in obtaining documentation or relevant electronic messages issued in the Czech Republic or in the country of origin of the Products which the Purchaser may require for exporting or importing the Products and, if necessary, for transportation of the Products via a third country.
- 5.4 Documentation form, specific essential elements. The documents which must be delivered by the Seller to the Purchaser in accordance with the Purchase Contract must be legible, clearly laid out and without errors throughout. Such documents must be delivered in writing in the typed form which cannot be replaced with a recording on a data medium. If

the Purchaser requests it, the Seller must deliver the documents to the Purchaser also in the form of a recording on a data medium, in a freely accessible data format. The Seller will deliver the documents regarding the Products in the language versions determined by the Purchaser. The Seller will bear the costs of executing and delivering all the documentation in a required quantity, including any corrections, amendments, alternative Deliveries and Deliveries in the form of a recording on a data medium. Upon Delivery to the Purchaser, the ownership right to the documents passes to the Seller who becomes entitled to dispose of these freely.

- 5.5 Reimbursement of costs. Any and all costs, such as customs duties, storage and other fees, incurred by the Purchaser as a consequence of a delayed Delivery by the Seller of the appropriate documentation will be charged to the Seller and the Seller hereby expressly agrees to pay these. Should such costs be paid by the Purchaser, the Seller hereby agrees to reimburse the Purchaser for these.

## VI. Place of Delivery

- 6.1 Place of Delivery of the Products. Unless provided otherwise in the Purchase Contract and provided that the Purchaser does not determine a different place of Delivery at any time prior to the Delivery, the Seller will deliver the Products to the address of the Purchaser's registered office at the Seller's expense and risk.
- 6.2 Delivery terms. The Delivery of the Products will be DDP, i.e. the Purchaser's place of Delivery pursuant to INCOTERMS 2010.
- 6.3 Delivery of an excessive quantity of products. Should the Seller deliver the Products in a quantity greater than that ordered by the Purchaser under the Purchase Contract, it is not obliged to purchase the excessive quantity unless the Purchaser gives its express consent to this quantity prior to the Delivery of the Products. Receipt of the excessive quantity of the Products by the Purchaser is not considered purchase of the Products. The Seller must take back the excessive quantity of the Products at its expense, without undue delay and without the Purchaser's having to request this, unless the Purchaser notifies the Seller in writing that it is willing to keep the excessive quantity of the Products and pay to the Seller the purchase price for the Products.
- 6.4 Contractual penalty. Should the Seller fail to fulfil its obligation to deliver to the Purchaser the

Products specified in a relevant Purchase Contract in a due manner and/or time, the Purchaser will be entitled to payment by the Seller of a Contractual Penalty of 0.5% of the purchase price for any such Products (regardless of discounts, where applicable) whose due Delivery by the Seller is delayed, per each day in default.

## VII. Delivery Date

- 7.1 Delivery on business days and during working hours. If the place of Delivery is the registered office or place of business of the Purchaser, the Seller will deliver the Products on a business day and during the regular working hours of the Purchaser, from 06:00 to 15:00, unless the Purchaser specifies otherwise. After 15:00, receipt of the Products is only possible upon prior agreement made by phone between the Seller and the Product receipt manager. Should the Seller wish to deliver the Products after 15:00, the Seller must request this on any business day by 12:00 at the latest. Any arrivals after 15:00 which have not been notified in this way will not be handled on the day of arrival.
- 7.2 Notification of Delivery date. No later than 3 days prior to the Delivery of the Products, the Seller must notify the Purchaser when the Products will be delivered to the place of Delivery and handed over to the Purchaser for its distribution.

## VIII. Purchase Price, Payment Terms

- 8.1 Purchase price. The Purchaser will pay to the Seller the purchase price specified in the Purchase Contract. The purchase price covers any and all costs related to the Products, including the costs of packaging, transporting and insuring the Products, the costs related to obtaining the documentation on the Products, labelling, customs duties, taxes, storage fees, etc. The Seller agrees to deduct from the purchase price a discount to which the Purchaser is entitled based on the Purchase Contract or any other agreement, including if the Purchaser does not demand that such deduction be made or determine the specific amount to be so deducted. The Seller will be held liable for the correct determination of the discount.
- 8.2 Original invoice copy. The Purchaser will pay the purchase price by wire transfer only on the basis of an original invoice copy. The Parties agree that they will issue the tax documents and deliver these to each other in an electronic form. Until the Seller delivers an original invoice copy to the Purchaser, the Purchaser is not in default

of its obligation to pay the purchase price charged by way of a relevant invoice. Unless it follows otherwise from a relevant agreement between the Parties, the terms "invoice" and "tax document" are used as synonyms.

8.3 Specific essential elements of an invoice. The Seller has the right and, at the same time, the obligation to charge the purchase price (issue an invoice) no earlier than the time at which the Purchaser becomes obligated to pay the purchase price. Any invoice must have the essential elements of a tax and accounting document, in particular as follows:

- a) Purchase Contract/purchase order number;
- b) identification and specification of the Products, including the serial number thereof;
- c) quantity of the Products;
- d) purchase price of Products per unit;
- e) discount to which the Purchaser is entitled;
- f) total purchase price for the Products minus the discount.

A document proving that the Products were delivered as specified, certified by the Purchaser, must be attached to the invoice.

8.4 Invoice correction, amendment. Should any invoice issued by the Seller lack any prescribed essential elements, contain information which contradicts the Purchase Contract or these Terms and Conditions, or not meet any other requirements under Article 8.3 hereof, this invoice will not be acknowledged and paid by the Purchaser, but will immediately be returned by the Purchaser to the Seller for amendment or correction; in this case, the Purchaser will not be in default of payment of the purchase price.

8.5 Purchase price due date. The purchase price due date is specified in the Purchase Contract. If not, the Purchaser will pay the purchase price within 60 days after Delivery of a proper invoice. Should the invoice need to be corrected or amended, the invoice will be considered duly delivered upon Delivery of the new proper invoice.

8.6 Purchase price payment. If the purchase price is paid by wire transfer, the purchase price will be considered paid as of the date when the purchase price amount is debited to the Purchaser's account by the Purchaser's payment service provider.

8.7 Offsetting of claims. The Purchaser may set off by a unilateral act any of its own claims or claims acquired by assignment, whether or not due and payable or statute-barred, owing by the Seller against the Seller's claims arising from or in connection with the Purchase Contract or these Terms and Conditions. The Seller may not make, by a unilateral act, any set off against the Purchaser's claims arising from or related to the Purchase Contract or these Terms and Conditions.

8.8 Assignment of Seller's claims. The Seller may assign claims against the Purchaser arising from or in connection with the Purchase Contract or these Terms and Conditions only upon the express written consent of the Purchaser.

8.9 Charging of Seller's claims. The Seller agrees that it will not charge in any manner whatsoever its claims against the Purchaser arising from or in connection with the Purchase Contract or these Terms and Conditions by way of a security interest for the benefit of a third party.

8.10 Contractual Penalty. If the Seller sets off, assigns or charges its claims against the Purchaser arising from the Purchase Contract or these Terms and Conditions in contradiction with Articles 8.7, 8.8 or 8.8 hereof, the Purchaser becomes entitled to payment by the Seller of a Contractual Penalty in the amount of 20% of the claim which should have been set off, assigned or charged.

8.11 Contractual Penalty: statutory interest. Should the Purchaser default on payment of a due and payable purchase price, the Seller becomes entitled to payment by the Purchaser of a Contractual Penalty in the amount of 0.01% of the outstanding amount per each day or part thereof in default plus statutory late payment interest.

## IX. Quality Guarantee

9.1 Guarantee covering delivered products. The Seller will grant the Purchaser a guarantee covering the delivered Products. The Seller agrees that during the guarantee period, the Products delivered under the Purchase Contract will be fit for use for the purpose specified in the Purchase Contract, or otherwise for a customary purpose, and will maintain the parameters determined in the Purchase Contract. Should some Product parameters not be specified in the Purchase Contract, the Seller agrees by virtue of the guarantee that Products delivered in accordance with the

Purchase Contract will maintain customary parameters during the guarantee period.

- 9.2 Guarantee period duration and commencement. The duration of the guarantee period is determined in the Purchase Contract. Should the duration of the guarantee period not be expressly determined in the Purchase Contract, it will be 36 months from the date of due Delivery of the Products. This guarantee period will always be extended by the period from the date of due Delivery of the Products to the date when such a guarantee period commences which covers the Products of the Purchaser for the manufacturing of which the Products delivered by the Seller were used or in which they were incorporated, but only for a period not exceeding 60 months after the date of due Delivery of the Products.

#### X. Rights Arising from Defective Performance

- 10.1 For the avoidance of doubts, the Parties expressly exclude the application of SS. 1965, 2103, 2104, 2105, 2106, 2107 and 2112 of the Czech Civil Code.
- 10.2 Notification of defects of delivered products. If the Purchaser ascertains that the delivered Products have defects and unless the Purchase Contract or these Terms and Conditions provide otherwise, the Purchaser will draft a defect notification which will specify information on the Delivery of the Products, the date when the defect was ascertained and the assessment of the nature of the defect notified by the Purchaser. The Purchaser will deliver such notification to the Seller without undue delay, including a demand to notify the Purchaser of the proposed method for the rectification of the defects.
- 10.3 Form and Delivery of defect notification. A defect notification may be delivered to the Seller in writing. Any notification delivered in an electronic form or by fax must be acknowledged by the Seller immediately after Delivery.
- 10.4 Seller's obligations, notification of proposed defect rectification. The Seller has the obligation and declares that within a period specified under the Purchase Contract or otherwise within a period of 3 days of the Delivery of a defect notification under Articles 10.2 and 10.3 hereof and in accordance with the Purchaser's instructions, the Seller will fulfill the obligation as follows:
- a) to appear in a place determined by the Purchaser in order to inspect the Products and identify more specifically

the defects notified to the Seller by the Purchaser by way of a defect notification, and to notify the Purchaser in writing within the said period of a procedure proposed for rectifying the defects, or

- b) to notify the Purchaser in writing of the specific procedure proposed for rectifying the defects of the Products while exercising every effort and care and taking consideration of the periods needed for technological processes, including the dates planned for carrying out the rectification measures;

whereby this obligation is to be performed at the expense of the Seller.

- 10.5 Selecting a defect liability claim, determining the method and term for defect rectification. The claim to be raised under liability for Product defects and the method for rectifying any ascertained defects will be selected solely by the Purchaser who is not bound by the proposals of the Seller. Within 3 days of the date of the Seller's notification under Article 10.4 hereof, the Purchaser must notify the Seller in writing of the following:
- a) that the Purchaser agrees with the method for the defect rectification as proposed by the Seller and determines the period for such rectification; or
  - b) that the Purchaser does not agree with the method proposed by the Seller and determines the method as well as the period for the defect rectification; or
  - c) that the Purchaser asserts a claim under liability for defects of the Products in accordance with Article 10.6 hereof other than rectification of the defect of the Products.

Should the Seller default on performance of the obligations under Article 10.4 hereof, the Purchaser may select a claim to be asserted under liability for defects of the Products and/or the method for rectifying the defect and the period for carrying out the same within 3 days after the expiration of the period for the performance of the obligation under Article 10.4 hereof. The method for rectifying the defect(s) and the period for carrying out such rectification as determined by the Purchaser pursuant to sections a), b) and the selected claim asserted under the Product defect liability pursuant to section c) are binding upon the Seller.

- 10.6 Product defect liability claims. Regardless of the nature of the defect and the gravity of breach of

the Purchase Contract arising from the defect, the Purchaser may at any time:

- a) require that the defect be rectified by delivering replacement Products;
- b) require that legal errors be rectified;
- c) require that the defects be rectified by repairing the Products provided that the defects are repairable;
- d) require a reasonable purchase price reduction;
- e) withdraw from the Purchase Contract;
- f) alone or via a third party and at the expense of the Seller, or, if need be, according to the Seller's instructions, inspect the Products, carry out any steps necessary for ascertaining the defects, sort out the Products, repair the Products or ensure a replacement Delivery, whereby such steps will not affect the guarantee covering the Products delivered. The Seller agrees to reimburse the Purchaser for such costs in full. In this situation, the Purchaser must duly document the costs incurred under the preceding sentence and draw up such documentation based on which the Product defects will be obvious (photos, videos, etc.),

whereby selecting one of the claims is solely at the Purchaser's discretion.

- 10.7 Selection of additional product defect liability claim. If it proves additionally that the defects of the Products are non-repairable or the repair is associated with unreasonable expense, the Purchaser may require that replacement Products be delivered or raise another claim under liability for Product defects pursuant to Article 10.6 hereof if such decision is notified by the Purchaser to the Seller without undue delay after the Purchaser was informed of the said fact by the Seller.
- 10.8 Failure to rectify defects. If the Purchaser files a claim under liability for Product defects pursuant to Article 10.6, sections a), b) and c) hereof and the Seller does not rectify the defects in the manner and time determined by the Purchaser, or if prior to the expiration of such time the Seller notifies the Purchaser that it will not rectify the defects, the Purchaser may:
  - a) withdraw from the Purchase Contract;
  - b) assert any other claim pursuant to Article 10.6 hereof.

10.9 Purchase price payment prior to defect rectification. Prior to the rectification of any and all defects of the Products, the Purchaser is not obliged to pay to the Seller the purchase price for the defective Products if this purchase price has not yet been paid to the Seller.

10.10 Standard defect. If the subject matter of a Delivery or repeated Deliveries are Products of the same type and the same defect occurs in at least 10% (but no less than two pieces or other measurement units of the Products) of the total quantity of the Products of the same type delivered so far and/or delivered during the 12 months preceding the month during which the standard defect notification was delivered to the Seller, such a defect is considered standard (and all the Products of the same type delivered so far are considered defective). The Purchaser may assert a claim under standard defect liability against the Seller no later than 3 years of the date of expiration of the guarantee period covering the Products. If the delivered Products of the same type have a standard defect and in regard of part of and/or the entire defective Delivery the Purchaser does not select a claim other than arising from Article 10.6 hereof, the Seller must ensure for the Purchaser at the Seller's expense a full replacement Delivery of all the Products of the same type which are considered defective within the meaning of this provision and will do so within 30 days after the standard defect notification is delivered to the Seller. Should the Seller fail to fulfil this obligation, the Purchaser may withdraw, after the period for Delivery by the Seller of the replacement Products expires, from all the purchase contracts whereunder the Products of the same type were delivered which are considered defective within the meaning of this provision.

10.11 Repeated defect. If within 5 days after a defect is rectified by the Seller, the same defect occurs in the Products, such a defect is considered not rectified, including any and all consequences that may arise from this (in particular, assertion of defect liability claims or damage liability claims).

10.12 Other rights of the Purchaser. In addition to the rights arising from defect liability, the Purchaser has the right to claim from the Seller payment of a Contractual Penalty should the Seller default on performance of the Seller's obligations arising from liability for Product defects, whereby this Contractual Penalty will be 0.5% of the purchase price for the defective Products (irrespective of purchase price discounts, where applicable) per each day of default of

performance of the Seller's obligations arising from defect liability.

## XI. Knowledge

- 11.1 Technical and other documentation of the Purchaser. Any and all technical and other documentation to be delivered by the Purchaser to the Seller in relation to the Products for the purpose of performance of the Purchase Contract remains the sole and exclusive property of the Purchaser. The sole and exclusive ownership right of the Purchaser covers all the technical and other solutions and processes recorded by way of the technical documentation whereas in relation to the said knowledge the Purchaser does not grant the Seller any licence and any intellectual property rights, etc.
- 11.2 Use by the Seller of the Purchaser's technical and other documentation. Technical and other documentation within the meaning of Article 11.1 must not be made public or accessible to third parties or used for the benefit of any third party by the Seller. The Seller may use such documentation only in relation to the Products in order to perform the Purchase Contract. This obligation does not cover administrative or other public bodies or authorities provided that they carry out statutory control or other supervision in accordance with relevant legal regulations. Upon performance or expiration in any other manner of the Purchase Contract, the Seller must return such documentation to the Purchaser and destroy any and all copies, where these exist, made by the Seller for the purpose of performance of the Purchase Contract.
- 11.3 Additional technical and other documentation. The Seller agrees that it will not make public or disclose to a third party or use for the benefit of any third party any additional technical and other documentation not specified in Article 11.1 hereof (in particular the documentation developed by the Seller for the purpose of performance of the Purchase Contract) if the Purchaser contributed to or financed or co-financed the development thereof. The Seller may use such documentation only in relation to the Products in order to perform the Purchase Contract. Upon performance or expiration in any other manner of the Purchase Contract, the Seller must deliver such documentation to the Purchaser free of charge, transfer the ownership right to such documentation to the Purchaser and destroy any and all copies, where these exist, made by the Seller for the

purpose of performance of the Purchase Contract.

- 11.4 Contractual penalty. If the Seller does not fulfil any of its obligations under Articles 11.1, 11.2 or 11.3 hereof, the Purchaser may claim from the Seller payment of a Contractual Penalty in the amount of CZK 100,000 per each instance of a breach of any such obligation, including per each repeated breach thereof. For the avoidance of doubts, the Parties expressly declare that none of the obligations under Articles 11.1, 11.2 or 11.3 hereof will expire upon payment of the Contractual Penalty.

## XII. Industrial or other intellectual property

- 12.1 The Seller agrees to ensure that no provision of the Purchase Contract or the application thereof constitutes unlawful infringement of the intellectual or industrial property rights of any third parties enjoying legal protection under the laws of any jurisdiction whatsoever.
- 12.2 Authorisation. The Seller hereby expressly declares that it is fully authorised to dispose of the industrial and intellectual property rights covering the Products; the Seller agrees to ensure due and undisturbed use of the Products by the Purchaser or the customers of the Purchaser and transfer of the Products by the Purchaser to third parties.
- 12.3 Right of use. The Seller declares that as of the day of acceptance of the Products, the Products will belong to the Purchaser, including the non-exclusive right of use thereof, whereby this right – to the broadest extent – arises from relevant laws governing the relevant type of industrial or intellectual property. The right of use of the Products is unlimited in time or territory and is transferred as a gratuitous and transferrable right including the right of sub-licence and as a right which may be assigned without the need for the consent of the originator or owner of the industrial or intellectual property. Any fee for the granting of such rights is included in the purchase price for the Products.
- 12.4 Indemnification. The Seller further agrees to ensure that the Purchaser or, where applicable, any other person, incurs no harm whatsoever as a consequence of the breach, where this exists, by the Seller of its obligations arising from this Section or as a consequence of any false representation of the Seller. The Seller expressly agrees to compensate the Purchaser for any damage arising from the breach of such obligations or such false representations and also for any and all damage and expenses

which the Purchaser may incur as a result of any third-party rights claimed against the Purchaser or a customer of the Purchaser.

### XIII. Liability for Damage

13.1 Liability for damage. The Parties agree that for the purposes of determination of the extent of compensation of damage arising from the Seller's breach of the Purchase Contract governed by these Terms and Conditions, the Seller will be held liable for any damage inflicted upon the Purchaser, the customers of the Purchaser or other persons in relation the breach by the Seller of its obligations arising from the Purchase Contract, including damage in excess of such damage which the Seller might have anticipated as a potential consequence of its breach of obligations, including an event of force majeure. The Seller must compensate the Purchaser for damage, including in particular any amounts which the Purchaser incurs in connection with the Seller's breach of obligations under the Purchase Contract, the costs of proceedings conducted by the Purchaser in connection with the breach of obligations under the Purchase Contract, as well as any and all expenses incurred in connection with the defects of the Products, including the expenses related to the disassembly of the Products, expenses related to the new assembly of the Products, expenses related to the shutdown of the final product in which the defective Products were incorporated. The Seller agrees to compensate the Purchaser for such damage in full within 30 days after Delivery of the Purchaser's request made in writing.

### XIV. Purchase Contract Termination

14.1 Withdrawal from the Purchase Contract. Unless otherwise specified in the Purchase Contract or these Terms and Conditions, the Purchaser may withdraw from the Purchase Contract in accordance with the laws of the Czech Republic and prior to due Delivery of the Products without cause; in this case, the Purchaser must reimburse the Seller for any expenses reasonably incurred in connection with the performance of the Purchase Contract, but not exceeding the purchase price determined in the Purchase Contract which has been terminated. The Seller must deliver to the Purchaser a calculation in writing of the expenses specified in the preceding sentence, together with the documentation proving that such expenses were incurred, within 14 days after the notice of withdrawal was delivered to the Seller,

otherwise the Seller's right under this paragraph expires. If the Purchaser withdraws from any Purchase Contract due to a reason on the part of the Seller and, therefore, any previously delivered Products fail to fulfil the economic function required by the Purchaser (such as due to the need to maintain the unified character of the Purchaser's final products for the benefit of the Purchaser's customers), the Purchaser may withdraw without cause also from all the remaining Purchase Contracts (in full or in part) whereunder such identical Products were or should be delivered. In such a situation, the Purchaser is not obliged to reimburse the Seller for any expenses whatsoever.

14.2 Surviving rights and arrangements. Any Purchase Contract, in which these Terms and Conditions are incorporated as its integral part, expires upon withdrawal therefrom. The following provisions or rights do not expire upon withdrawal from or any other termination of the Purchase Contract:

- a) the rights arising from liability for Product defects;
- b) the arrangement concerning the guarantee and liability for defects;
- c) the arrangement concerning non-disclosure, confidentiality and protection of knowledge;
- d) the rights to compensation for damage that arise from the breach of the Purchase Contract;
- e) any other rights where this is required by relevant laws.

14.3 Products after conveyance of ownership rights. Unless the Purchase Contract provides otherwise, any previously delivered Products in regard of which the ownership right conveyed or was transferred to the Purchaser prior to the withdrawal from the Purchase Contract:

- a) remain the property of the Purchaser following the withdrawal from the Purchase Contract. In this case, the Seller has the right to an alternative monetary performance up to the amount of any benefit that the Purchaser obtained from such used Products. If the purchase price for such previously delivered Products had already been paid, the Seller must refund to the Purchaser the difference between the purchase price and the right to an alternative monetary performance under the preceding sentence. If the purchase price for such previously delivered

Products had not been paid prior to the withdrawal from the Purchase Contract, the Purchaser must provide to the Seller an alternative monetary performance less the Purchaser's claims, where applicable, for a Contractual Penalty, damage compensation, etc.; or

- b) may be returned by the Purchaser to the Seller following the withdrawal from the Purchase Contract. At the same time, the Seller must refund to the Purchaser any previously paid purchase price or any part thereof.

14.4 Settlement between the Parties. In the event of withdrawal from the Purchase Contract, the Parties must settle their rights and obligations in a manner and under terms determined by the Purchaser. Within 30 days after the withdrawal enters into effect, the Purchaser must deliver to the Seller a notification in writing as to in what manner the relationships between the Parties will be settled. In a written report on the settlement the Purchaser:

- a) will identify the mutual rights which came into existence between the Parties upon the withdrawal from the Purchase Contract and/or continuing mutual rights which arose from the Purchase Contract, in particular the rights to the return of the Products, the rights to the return of any other performances provided under the Purchase Contract, the rights to an alternative monetary performance, the rights to payment of a contractual penalty, the rights to damage compensation, the rights arising from liability for Product defects, etc.;
- b) will determine reasonable terms for the fulfilment of the Parties' mutual obligations arising from the settlement between the Parties.

The manner of and terms for the settlement between the Parties as determined by the Purchaser are binding upon the Parties. Any expenses arising in connection with the withdrawal from the Purchase Contract and refunds, where applicable, of any previously provided performance will be borne by the Seller.

## XV. Miscellaneous

15.1 Force majeure. Should an event of force majeure occur, any and all terms for the performance of obligations of the Parties under the Purchase Contract or these Terms and

Conditions will be extended by the duration of this event of force majeure. The Seller must notify the Purchaser of the occurrence and cessation of any event of force majeure in writing and without undue delay. In addition, the Seller must notify the Purchaser in writing and without undue delay of the occurrence and cessation of an event of force majeure at the Seller's subcontractor. Force majeure does not cover in particular events such as lockouts, delayed subcontractors' Deliveries (unless caused by force majeure), insolvency, insufficient headcount, or insufficient amount of material. Force majeure covers, in particular, events such as an earthquake, flooding, major fire or war.

15.2 Change of circumstances. The Seller assumes the risk for any change of circumstances subsequent to the execution of the Purchase Contract.

15.3 Trade secrets. Any and all information which the Purchaser discloses to the Seller will be considered confidential and as a trade secret. The Seller agrees not to inform third parties of the existence and content of any agreement made by and between the Purchaser and the Seller. Without the express prior consent of the Purchaser given in writing, the Seller may not disclose or make accessible to third parties any information or documents relating to any agreement between the Purchaser and the Seller which has been and/or will be disclosed or otherwise made accessible to the Seller by the Purchaser. The express prior written consent is required also with regard to disclosure of the Seller's information to its subcontractors in relation to the performance of any agreement between the Purchaser and the Seller.

15.4 Severability clause. Should any provision of the Purchase Contract or these Terms and Conditions be or become invalid or ineffective, such invalidity or ineffectiveness is without prejudice to the validity and effectiveness of the remaining provisions of the Purchase Contract or these Terms and Conditions. In this situation, the Parties agree to replace, by mutual agreement, the invalid and/or ineffective provision with a new provision which corresponds as closely as practicable to the purpose of the original provision as initially intended.

15.5 Construction. The Parties do not intend any rights and obligations to be inferred, beyond the scope of the express provisions of the Purchase Contract and these Terms and Conditions, from

any current or future practice established between the Parties or any customary practice observed generally or in an industry related to the subject matter of the Purchase Contract and/or these Terms and Conditions unless the Purchase Contract and/or these Terms and Conditions expressly provide otherwise. In addition, the Parties hereby certify that they are not aware of any business customs or practice previously established between them.

- 15.6 Amendments. Any and all alterations and/or amendments of/to the Purchase Contract or these Terms and Conditions must be made in writing.
- 15.7 Limitation period. Unless the Purchase Contract provides otherwise, the limitation period is 4 years on the part of the Seller as well as the Purchaser.
- 15.8 Our organisation, our customers and statutory authorities (statutory surveillance authorities) hereby reserve the right to access under DIN EN 9100 any and all relevant spaces of all the facilities on each supplier chain level covered by a purchase order as well as any and all usable records.

15.9 Counterfeit Goods. Supplier warrants and certifies that Goods delivered pursuant to this Purchase Order, shall (i) be new, (ii) be and only contain materials obtained from the OEM or an authorized OEM reseller or distributor, (iii) not be or contain any Counterfeit Goods, and (iv) contain only authentic, unaltered OEM labels and other markings. Supplier shall provide to ATP the OEM's certificate of conformance for any Goods acquired from an authorized OEM reseller or distributor. Goods shall not be acquired from independent distributors or brokers unless specifically authorized in writing by ATC. Supplier shall maintain a method of item traceability that ensures tracking of the supply chain back to the manufacturer of all parts included in assemblies and subassemblies being delivered per this Purchase Order. This traceability method shall clearly identify the name and location of all of the supply chain intermediaries from the manufacturer to the direct source of the product for Supplier, and shall include the manufacturer's batch identification for the item(s) such as date codes, lot codes, serializations, or other batch identifications. When requested by ATC, Supplier shall provide OEM documentation that authenticates traceability of the affected items to the applicable OEM. Supplier shall immediately notify ATC if it knows or suspects that it has provided Counterfeit Goods. Supplier shall flow the requirements of this paragraph to its subcontractors and suppliers at any tier for the performance of the purchase order.

## XVI. Governing Law, Dispute Resolution

- 16.1 Governing law. The rights and obligations of the Parties, including the formation, validity and effectiveness of the Purchase Contract, are governed by Czech law, excluding the rules on conflict of laws and the UN Convention on Contracts for the International Sale of Goods.
- 16.2 Czech Civil Code. In these Terms and Conditions, the Czech Civil Code refers to Act No. 89/2012 Sb., Czech Civil Code, as amended.
- 16.3 INCOTERMS 2010. Where the Purchase Contract refers to INCOTERMS 2010, this refers to the International Rules for the Interpretation of Trade Terms INCOTERMS 2010 as published by the International Chamber of Commerce in Paris. By applying the abovementioned publication in the Purchase Contract, the provisions of INCOTERMS regarding the clause on trade terms are incorporated as an integral part of the Purchase Contract.
- 16.4 Courts of general jurisdiction. The Parties agree to make every effort to settle any disputes arising from or in connection with the Purchase Contract amicably. Furthermore, the Parties agree that should any dispute or claim arising from or in connection with the Purchase Contract not be settled amicably, such a dispute or claim will be referred for a final decision to the general courts of the Czech Republic. The court with jurisdiction over such disputes is the District Court in Klatovy, and provided that the District Court in Klatovy does not have matter of fact jurisdiction, the court of jurisdiction will be the Regional Court in Pilsen.

Arbitration clause. The Parties hereby agree to make every effort to resolve any and all disputes arising from or in connection with the Purchase Contract amicably. Furthermore, the Parties agree that should any dispute or claim arising from or in connection with the Purchase Contract not be settled amicably, such a dispute or claim will be referred for a final decision to the Arbitration Court attached to the Czech Chamber of Commerce and the Czech Agrarian Chamber ("Arbitration Court"). Such arbitration will be conducted in accordance with the Arbitration Court Rules by a tribunal comprising three arbitrators. Each Party will appoint one arbitrator and the two arbitrators so appointed by the Parties will appoint the third arbitrator who will be the Presiding Arbitrator. If the two arbitrators appointed by the Parties do not

agree on the Presiding Arbitrator within 15 days after their appointment, or if any Party does not appoint its arbitrator within 30 days after the other Party's request to do so was delivered, this arbitrator will be appointed by the President of the Arbitration Court in accordance with the Rules of the Arbitration Court. The venue of the arbitration will be Prague, Czech Republic; the language of the arbitration will be Czech. The Arbitral Award rendered by the arbitrators will be the final and conclusive decision regarding the matter and will be binding upon the Parties.

Company/Name:

ID No.:

Registered office:

Listed in the Commercial Register/other records:

First name and surname, position:

Date:

Signature: