

General Terms and Conditions of DAKO-CZ, a.s.

1. General provisions

1. In the meaning of Section 1751 of the Civil Code, these General Terms and Conditions regulate the commercial and legal relationships arising from the sale of Goods by DAKO-CZ a.s. as the Seller.

2. These General Terms and Conditions (hereinafter referred to as the "**Terms**") expand on the basic provisions of each purchase contract and form an integral part thereof. In the event of contradictions between the purchase contract and these Terms, the provisions of the purchase contract take precedence.

3. The terms used in the text of the Terms have the following meaning:

- (i) "Purchase Contract" means the purchase contract concluded between DAKO-CZ, a.s. as the seller and the respective contracting party as the buyer, which regulates the legal relationships concerning the delivery of Goods;
- (ii) "Buyer" means the legal entity or natural person with which DAKO-CZ, a.s. concludes the Purchase Contract related to its own commercial production or similar activity or independent performance of an occupation;
- (iii) "Civil Code" means Act No. 89/2012 Coll., Civil Code, as amended.
- (iv) "Seller" means DAKO-CZ, a.s.
- (v) "Goods" means the tangible movable items and parts thereof (regardless of whether these are identified as goods or spare parts), which the Seller undertakes to deliver to the respective Buyer and transfer ownership to based on the Purchase Contract, and for which the Buyer undertakes to pay the purchase price.

4. If the Purchase Contract is signed on behalf of the Buyer by a person whose authorisation to sign is not specified in the extract from the Czech commercial register, this person is obliged to submit to the Seller valid power of attorney or another document proving this person's authorisation to represent the Buyer and legally bind it; if the Buyer is a natural person, it is obliged to submit a trade license or other similar document proving its authorisation to conduct business activity.

5. The Buyer is authorised to transfer or assign rights and obligations arising from the Purchase Contract

and these Terms to a third party only upon prior written consent from the Seller.

2. Price and payment conditions

1. The purchase price for the Goods is stipulated in the Purchase Contract and is fixed. Unless agreed otherwise, the purchase price includes the packaging of Goods in the usual manner and loading onto the means of transport at the production factory at the Seller's registered office. The purchase price does not include transport of the Goods to the place of delivery specified in the Purchase Contract.

2. The Seller is obliged to issue an invoice to the Buyer, containing the purchase price, at the time when the contractual Goods are ordered.

3. The Buyer is authorised to return the invoice to the Seller if it does not contain the legal requirements, within 3 days from receiving it. The Seller is obliged to correct the invoice or draft a new one. The original maturity period is interrupted by returning the invoice. A new full maturity period starts again from the date of correction or issuing of a new invoice. If the Buyer returns the invoice later than 3 days after receiving it, the original maturity deadline remains intact.

4. If the Buyer does not collect the Goods within 7 days after the delivery date of the Goods pursuant to the Purchase Contract, the Buyer agrees that it shall be billed a storage fee for every day of storage of the Goods throughout the period of the Buyer's delay in collecting the Goods, equal to 0.05% of the purchase price for the Goods pursuant to the Purchase Contract. Furthermore, the Goods shall be offloaded to the Seller's warehouse. The buyer is obliged to pay the seller's costs consisting not only of storage, but also costs associated with the removal of goods.

5. The maturity of the invoice is stipulated in the Purchase Contract. If the maturity of the invoice is not stipulated in the Purchase Contract, the Buyer is obliged to pay the invoice within 30 days from the invoice issue date.

6. All payments are conducted as cashless wire transfers between the accounts of the contracting parties.

7. The payment is considered made at the moment of crediting the respective financial resources to the Seller's bank account.

8. In the case of the Buyer's delay in making any payment pursuant to the Purchase Contract, the Seller is authorised to bill a contractual penalty equal to 0.05% for every started day of delay, and lawful interest on arrears.

9. In the case of the Buyer's delay in making any payment pursuant to the Purchase Contract, the Seller is authorised to suspend further deliveries of Goods to the Buyer until the owed amounts are settled by crediting to the Seller's account.

3. Delivery terms

1. The delivery deadline for the Goods specified in the Purchase Contract serves as the binding deadline.

2. If the Seller does not meet the deadline by no fault of the Buyer, it is obliged to pay the Buyer a contractual penalty equal to 0.03% of the purchase price for every day of delay, but maximally up to 3% of the purchase price for the Goods, which the Seller delayed in delivering.

3. The Seller fulfils its obligation from the Purchase Contract by delivering the agreed Goods, namely by delivering the Goods to the Buyer under the stipulated conditions and duly marking them.

4. The Seller is obliged to submit the documents needed to accept and use the Goods to the Buyer.

5. If a condition of fulfilment by the Seller pursuant to the Purchase Contract is the prior delivery of technical data or other documentation by the Buyer, the Seller shall not be in delay in performing its obligation if the Buyer has not met this condition and did not duly deliver the agreed documents to the Buyer by the agreed deadline. In this case, the delivery deadline for the Goods is extended by the same number of days by which the Buyer delayed in delivering these reference materials. Furthermore, the Seller is not in delay in delivering the Goods if the Buyer did not meet its payment obligations pursuant to the Purchase Contract if advance payment had been agreement, i.e. the delivery deadline is extended by the same number of days by which the Buyer delayed in paying the advance on the purchase price or the purchase price itself or any part

thereof, whereas payment refers to the crediting of the purchase price or part thereof to the Seller's account.

Regardless of the foregoing, it applies that if the condition for the Seller's performance pursuant to the Purchase Contract is the prior delivery of technical data or other documentation by the Buyer, and the Buyer delays in meeting this condition by more than 15 calendar days, this fact shall be considered a severe violation of the Purchase Contract and constitutes a reason for the Seller's withdrawal from the Purchase Contract. Likewise, it applies that if the Buyer delays in paying the advance on the purchase price or the purchase price by 15 calendar days (if advance payment was agreed), this fact shall be considered a severe violation of the Purchase Contract and constitutes a reason for the Seller's withdrawal from the Purchase Contract.

For out-of-warranty repairs of the Goods, the delivery time for the delivery of the Repair is calculated from the receipt of the Goods to be repaired. The delivery from the customer must always include a delivery note stating the number of pieces, the name of the Goods, the drawing number of the Goods and the serial number. In the case of not providing this information, the delivery is considered to be incomplete and the delivery time will start to run only after the delivery of this information.

The customer acknowledges that the components of the devices that are his property and accepted by DAKO-CZ into the REPAIR mode, of which will the condition be evaluated by the inspection technician as uncomplying, will be disposed of by DAKO-CZ at its own expense.

6. The Seller is authorised to interrupt the delivery of Goods (including interrupting the production of Goods) pursuant to the Purchase Contract if the Buyer delays in paying the purchase price concerning the delivery of Goods from any prior Purchase Contract by more than 15 calendar days; it may do so for the period until full payment of the purchase price (including appurtenances) pursuant to such prior Purchase Contract, i.e. the delivery deadline for the Goods is extended by the same number of days by which the Buyer delayed in paying the purchase price (or part thereof) pursuant to the prior Purchase Contract, whereas payment refers to the crediting of funds to the Seller's account.

7. The goods must be stored and secured during transport so that they cannot be damaged, soiled

during transport and must be protected against water. Goods must be stored in dry closed areas protected from atmospheric impact, from aggressive substances and gases. If the storage period is longer than 1 year, the goods must be revised by the manufacturer or an authorized service centre before delivery or installation on the vehicle.

4. Force majeure

Cases of force majeure are considered by the parties to be such unusual circumstances (e.g. legal strike, natural disaster, change of laws, war, etc.) which temporarily or permanently prevent the performance of the obligations stipulated by the Purchase Contract, which come into effect upon the validity of the Purchase Contract and could not be foreseen or averted by the contracting parties. The party which is thus prevented from fulfilling its obligations shall inform the other party immediately of such circumstances and submit proof thereof, or information that these circumstances have a major impact on the fulfilment of contractual obligations. Should the effects of force majeure last longer than 90 days, both parties are obliged to negotiate on the amendment of the Purchase Contract.

5. Responsibility for defects

1. The Goods have defects if they are not delivered in the amount, quality and design stipulated in the Purchase Contract.

2. At latest upon takeover of the Goods, the Buyer is obliged to examine and potentially submit a written report on identified defects in the Goods, i.e. to claim the Goods, but not later than 15 calendar days from takeover of the Goods. If the Buyer violates this obligation, it loses its rights from defective performance in accordance with Section 2112 of the Civil Code.

3. The Seller is obliged to provide a quality warranty on the Goods pursuant to the Purchase Contract or these Terms.

4. Unless it follows otherwise from the content of the Purchase Contract, the warranty period starts on the date of delivery of the Goods.

5. The warranty does not apply to defects which occur from the inappropriate or inexperienced use, incorrect installation by the Buyer or third parties, natural wear,

errors or negligent behaviour, or as a consequence of changes or maintenance which were carried out by the Buyer or third party inexpertly or without prior written consent from the Seller.

6. If the delivery of Goods with defects constitutes a severe violation of the Purchase Contract, the Buyer may:

- request removal of the defects by delivery of substitute Goods in lieu of the defective Goods or delivery of the missing Goods;
- request the removal of defects by repair of the Goods, if the defects are repairable;
- withdraw from the Purchase Contract.

7. The Buyer is entitled to choose between the claims listed in the previous clause only if it informs the Seller on time in the sent notice of defects or without undue delay following such notice, but no later than 15 calendar days from the date of taking over the Goods. The Buyer cannot change its choice pursuant to the previous clause without consent from the Seller. However, if the defect can be removed, the claimed defect shall always be removed by repair of the Goods, regardless of which request the Buyer applied.

8. If the delivery of Goods with defects does not constitute a severe violation of the contract, the Buyer may request either the delivery of the missing Goods and removal of defects in the Goods. The Seller is obliged to deliver the missing Goods and remove legal defects in the Goods. Other defects must be removed at its discretion either by repair of the Goods or the delivery of replacement Goods.

9. The Seller's warranty is void if the Buyer performs repairs or has them performed by a third party without notifying and receiving permission from the Seller during the warranty period, or if the Buyer or its customer failed to fulfil the Seller's operation, servicing or installation regulations or prescribed maintenance of the Goods based on the Seller's requirements.

10. The Seller is liable for the quality of the delivered Goods for a period of 24 months, for out of warranty repairs of goods of 12 months. The quality warranty starts from the day of takeover of the Goods by the Buyer on the date stipulated by the Purchase Contract; if the Buyer does not take over the Goods by the date pursuant to the Purchase Contract, then from the day when the Goods are offloaded to the

Sellers's warehouse, given that they will be marked as the Buyer's Goods. A longer warranty period may be stipulated by written agreement of the parties.

11. If the Buyer is in delay in paying the purchase price at the moment of applying a warranty claim, the Buyer is not entitled to performance from the Seller from liability for defects in the Goods. The Seller shall handle the claim only upon payment of the full purchase price. In this case, the Buyer is not authorised to perform claim (maintenance) intervention at its own expense by itself or via a third party. Should the Buyer do so, the warranty shall be void.

6. Risk of damage to Goods

The risk of damage to the Goods is passed to the Buyer in accordance with the EXW clause (Incoterms 2010) at the moment when the Buyer is allowed to handle the Goods at the place of delivery. Damage to the Goods which occurs after the risk of damage passes to the Buyer does not affect the Buyer's obligation to pay the purchase price.

7. Withdrawal from the contract

1. The right to withdrawal may arise based on the provision of the Purchase Contract, these Terms or the law.

2. Withdrawal from the Purchase Contract must be done in writing and provably delivered to the other contracting party. The Agreement is cancelled as of the date of delivery of the written notice of withdrawal to the other contracting party.

3. As for the termination of the contractual relationship for reasons on the part of the Buyer, such as e.g. withdrawal from the contract by the Seller due to a gross violation of the contract by the Buyer, the Buyer is obliged to pay the Seller a contractual penalty in the following amount:

- 100% of the purchase price if the Goods pursuant to the Purchase Contract were already manufactured and delivered to the Seller's finished product warehouse.
- equal to the expended costs, if a request was entered for production for the agreed business case, the material to ensure production of the Goods was purchased, and the costs causally related to ensuring the production of the Goods which were already

expended with the aim of providing performance by the Seller to the Buyer.

4. The Buyer is obliged to pay the contractual penalty within 14 days from delivery of the billing to the Buyer.

5. Payment of the contractual penalty does not satisfy all of the Seller's other potential claims, in particular the claim to compensation of damages, including lost profit, even if damage or lost profit occurred as a result of the same violation of contractual provisions which established the Seller's right to bill the contractual penalty, and the claim to payment of interest on arrears if the Buyer delays in paying the contractual penalty. For this case, the contracting parties agree on interest on arrears equal to 0.05% of the owed amount for every day of delay.

8. Court disputes

Should a dispute arise between the Seller and Buyer, both parties shall exert maximum efforts to resolve the resulting dispute out of court. If the dispute cannot be resolved by other means that via court, the dispute shall be solved by the court of substantive jurisdiction of the Czech Republic with local jurisdiction based on the Seller's registered office.

9. Acquisition of ownership

Ownership of the Goods is transferred to the Buyer at the moment of paying the full purchase price for the Goods pursuant to the Purchase Contract.

The term Ownership does not mean that the Buyer becomes the owner of the Seller's know-how; likewise, all technical or drawing documentation, instructions for use and other documentation concerning the Goods is the exclusive intellectual property of the Seller and must not be disclosed or provided to third parties by the Buyer without consent from the Seller. Any copying of the content of the documentation for the Goods or the Goods themselves is contrary to the provision of these Terms and the generally valid laws on the protection of intellectual property.

10. Final provisions

1. Legal issues which are not expressly regulated in the Purchase Contract or these Terms are governed by the respective provisions of the Civil Code.

2. These General Terms and Conditions come into effect on 21.10.2019

Třemošnice dated 8. 10. 2020



PhDr. Dagmar Matúšová,
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