

VALUE 4AUTOMOTIVE

General Terms and Conditions (of Sale)

VALUE 4AUTOMOTIVE s.r.o. having its registered office in **Plzeň-Bílá Hora, ul. 28. října 70, Plzeň-město, Postcode 301 00, ID No. (IČ): CZ09571337**

registered in the Companies Register maintained by the Regional Court in Plzeň, section C, entry no 39835 (hereinafter referred to as “VALUE 4AUTOMOTIVE” or “Supplier”)

1. General

- a) VALUE 4AUTOMOTIVE is active in engineering, consulting and other services, including research, development and design in the field of mechanical engineering, manufacture of general purpose machinery and equipment and development and manufacture of motor vehicle components.
- b) The following Terms and Conditions between VALUE 4AUTOMOTIVE as Supplier and the other Party as Customer shall apply to all supplies provided by VALUE 4AUTOMOTIVE to the Customer, unless otherwise expressly agreed in a specific contract. For the purposes of these Terms and Conditions, supply shall mean in particular the sale of goods, provision of services, etc., which VALUE 4AUTOMOTIVE provides to the Customer. By entering into a specific contract with VALUE 4AUTOMOTIVE, the Customer expressly accepts all the provisions of these Terms and Conditions.
- c) Terms and conditions, if any, of the Customer do not become part of the contract even if VALUE 4AUTOMOTIVE does not expressly object to them; their acceptance is not implied in any case. Changes and amendments to the contract shall always be in writing and must be signed by both Parties.
- d) Should individual provisions of the contract be or become ineffective, the validity and effectiveness of the remaining provisions of the contract shall not be affected. The Parties undertake to replace the ineffective provision with an effective provision as close as possible to the ineffective provision.

2. Conclusion of the contract, scope of supply

- a) The Customer shall send VALUE 4AUTOMOTIVE written purchase orders for the supplies provided by VALUE 4AUTOMOTIVE. The contract is concluded upon delivery of a written purchase order confirmation by VALUE 4AUTOMOTIVE to the Customer without reservations. Previous offers, if any, of VALUE 4AUTOMOTIVE are only indicative and non-binding. VALUE 4AUTOMOTIVE is entitled to change the offers at any time at its own discretion.
- b) Type and scope of supply provided by VALUE 4AUTOMOTIVE are described in the offer. The offer is made on the basis of the Customer's request for quotation, which contains a full specification of the required product/service.

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- c) If VALUE 4AUTOMOTIVE, with the consent of the Customer, takes over the results of work of third parties as the basis or part of its supply, it may base its further supplies on these results if a contract for the provision of supply has been concluded between the Customer and VALUE 4AUTOMOTIVE and VALUE 4AUTOMOTIVE has been entrusted in this contract with the control of the these results of the work taken over.
- d) VALUE 4AUTOMOTIVE is entitled to entrust other parties with the performance of its obligations under the contract.

3. Fee and payment terms

- a) The due date for payment of the remuneration is the date stated in the invoice delivered to the Customer. If a fixed price is agreed, the invoiced remuneration corresponds to the price stated in the contract or confirmed purchase order and the scope of supply specified therein. Should additional requirements for supply arise or changes to the scope of supply be required, this must be confirmed in writing by both Parties with an agreement on the remuneration for the provision of this additional supply.
- b) Unless otherwise provided for in the contract, VALUE 4AUTOMOTIVE may require advance payments to a reasonable extent or invoice for partial supplies already provided.
- c) The prices quoted in the offer are binding for a period of 30 days from the date of sending the offer to the Customer.
- d) In the event of the Customer's delay in payment of the price of the supply (remuneration), the Customer undertakes to pay VALUE 4AUTOMOTIVE a contractual penalty in the amount of 0.05% of the outstanding amount per each commenced day of delay. This is without prejudice to VALUE 4AUTOMOTIVE's right to full compensation for damages.

4. Time limits for supplies, deadlines

- a) If, during the performance of the contract, it becomes clear that it will not be possible to meet the deadlines for reasons not attributable to VALUE 4AUTOMOTIVE (e.g., strikes and lockouts, operational failures and delays on the part of subcontractors, as well as events of force majeure), the deadlines for the supply will be extended accordingly. This applies in particular if the Customer increases the scope of supply during the term of the contract, if the Customer requires other changes to the supply or if there are delays caused by incorrect or incomplete information or other insufficient cooperation on the part of the Customer. VALUE 4AUTOMOTIVE shall promptly notify the Customer of any resulting postponement of the deadline.
- b) The Customer is obliged to provide documents, supporting information, hardware and software, as well as all other items and information necessary for the performance of the supply, as well as the delivery and collection of the test sample; the respective deadlines for provision will be agreed with VALUE 4AUTOMOTIVE. If the Customer fails to collect the test sample, documents, supporting information, hardware and software, as well as other items, etc. within five days of VALUE 4AUTOMOTIVE's request, VALUE 4AUTOMOTIVE shall be entitled to send these items back to the Customer at the Customer's expense.
- c) If a binding delivery date or a binding delivery period is exceeded, VALUE 4AUTOMOTIVE is in default by exceeding the delivery date or delivery period. If the Customer is entitled to compensation for damages caused by such delay, such compensation shall be limited to an amount equal to 0.05% of the price of supply for each day of delay, but not more than a total of 5% of the price of supply.

- d) Should the Customer be entitled to compensation for damages for reasons other than VALUE 4AUTOMOTIVE's default, the Parties agree that the amount of compensation shall be limited to an amount equal to 5% of the price of the supply.
- e) The risk of damage to the supply passes to the Customer at the moment of handing over the supply to the Customer.
- f) The ownership title to the supply is transferred to the Customer only upon full payment of the agreed remuneration by the Customer to VALUE 4AUTOMOTIVE.

5. Customer's assistance and cooperation

- a) Scope and quality of the supply of VALUE 4AUTOMOTIVE are substantially dependent on the extent and quality of the assistance and cooperation of the Customer and, where appropriate, the manufacturer and/or user of the product. The Customer shall therefore provide all necessary assistance and cooperation in the execution of the purchase order in a timely manner and free of charge to VALUE 4AUTOMOTIVE.
- b) The Customer undertakes to pay VALUE 4AUTOMOTIVE's costs incurred by providing the necessary information late, incorrectly or incomplete, or if VALUE 4AUTOMOTIVE repeats the supply due to insufficient cooperation and assistance of the Customer or if the supply is delayed for these reasons. VALUE 4AUTOMOTIVE shall be entitled to additionally charge the costs so incurred even if a binding fixed or maximum price is agreed in excess of the price so fixed.

6. Receipt

- a) The place of supply shall be VALUE 4AUTOMOTIVE's registered office unless a different place of supply is agreed by the Parties in a particular case.
- b) The Customer undertakes to duly confirm the delivery note or handover report upon receipt of the supply. Due confirmation means the legibly written name of the person authorized to receive the supply on behalf of the Customer, the date of receipt, signature and stamp of the Customer. If the Customer refuses to acknowledge the delivery note or handover report in the manner specified above, VALUE 4AUTOMOTIVE shall be entitled to refuse to hand over the supply. In this case, VALUE 4AUTOMOTIVE is not in default in handing over the supply to the Customer.
- c) The Customer is entitled to refuse receipt of the supply in the event of defects in the supply or incompleteness of supply, if in a particular case the supply must be provided as a whole. The Customer is not entitled to refuse to accept the supply if it is supplied in parts and the nature of the supply does not contradict the possibility to receive the supply in parts, while VALUE 4AUTOMOTIVE shall not be obliged to reimburse the Customer for any costs caused by partial supply. Should the Customer refuse to accept the supply for any other reason, the day on which the Customer refused to accept the supply shall be deemed to be the date of delivery of the supply.

7. Defects

- a) VALUE 4AUTOMOTIVE shall perform the supply properly and in accordance with the laws and regulations and technical standards applicable to the specific supply.

However, based on the state of the technology, it is generally not possible to detect all errors or deviations in products or systems under all conditions of use. Taking this into account, VALUE 4AUTOMOTIVE assumes the guarantee for the proper execution and documentation of the supply agreed with the Customer, without guaranteeing that VALUE 4AUTOMOTIVE will detect all errors or deviations of the product or system on this basis. If the Customer discovers errors or deviations in the product or system during the contract term and warranty period, it must immediately notify VALUE 4AUTOMOTIVE in writing. If the Customer breaches this obligation, VALUE 4AUTOMOTIVE shall not provide any warranty for such supply and shall not be obliged to rectify any defects or deviations in the products or systems.

- b) The claiming of defects in the supply shall be governed by Act No. 89/2012 Sb. (Collection of Laws), the Civil Code, as amended from time to time (hereinafter referred to as the "Civil Code") to the extent not regulated by these Terms and Conditions. If a defect is detected, the Customer may only request an additional repair of the agreed supply. If the additional repair is unsuccessful, especially if the defect cannot be rectified or if further attempts at additional repair would be unacceptable to VALUE 4AUTOMOTIVE, the Customer may demand a reduction of the remuneration (discount) from VALUE 4AUTOMOTIVE instead of additional repair or may withdraw from the contract. Any claims for damages can only be made to the extent of Section 8 (Liability for damage). The right to provision of indemnification by VALUE 4AUTOMOTIVE is extinguished.
- c) Should the costs of additional repairs under the guarantee increase due to the fact that the additional supply is to be provided at a different location than the originally agreed location (place of supply), the Customer shall be obliged to pay these additional costs.
- d) The Customer's claims for rectification of defects as well as claims for discounts and compensation for damages belonging to the Customer shall be governed by the Civil Code to the extent that they are not regulated by these Terms and Conditions.

8. Liability for damage

- a) If the damage incurred by the Customer in connection with the breach of VALUE 4AUTOMOTIVE's obligation to provide supply is covered by insurance taken out by the Customer for the relevant insured event (e.g., machinery insurance, assembly insurance, natural disaster insurance, fire insurance or transport insurance, but not insurance for a specific sum insured), the Parties agree that the damage incurred shall be primarily covered by that insurance. VALUE 4AUTOMOTIVE shall only be liable for related damages, if any, incurred by the Customer, such as higher insurance premiums, until the insurance company settles the claim.
- b) Liability for damage due to delay in delivery is regulated in Section 4 of these Terms and Conditions.
- c) If VALUE 4AUTOMOTIVE is legally liable for damages incurred by the Customer, the limitation of liability for damages applies accordingly, i.e., the Parties expressly agree that VALUE 4AUTOMOTIVE shall reimburse the Customer for damages up to a maximum of 5% of the price of the supply.

9. Copyright and property rights, rights to use the work

- a) All intellectual property rights and proprietary rights to processes, documentation, programs, calculations, images, etc. developed by VALUE 4AUTOMOTIVE shall remain with VALUE 4AUTOMOTIVE.
- b) The Customer is granted the exclusive right to use the work, or the supply relating to the results achieved under the contract, for the purposes specified in accordance with the contract, otherwise for the manufacture and/or sale of the relevant products without restriction on the area of manufacture and sale.
- c) The costs of applying for registration of intellectual property rights arising in the course of the supply shall be borne by each Party itself for the rights applied for. This also applies to invention bonuses for relevant staff members. The Parties shall always promptly inform each other of the filing of an application for registration of an intellectual property right and of the countries in which it is filed.
- d) If employees of the Customer and VALUE 4AUTOMOTIVE are jointly involved in the inventions that arise during the performance of the agreed supply, the Parties shall immediately agree on who shall draw up the respective joint application for the intellectual property right or patent. The registration of joint inventions is then carried out jointly by both Parties; each Party pays half of the costs incurred.
- e) If one of the Parties is no longer interested in further protection of the intellectual property right, it shall offer the other Party to take over its share.

10. Third party rights

- a) If any third party makes claims against VALUE 4AUTOMOTIVE for infringement of its rights and if VALUE 4AUTOMOTIVE has performed the purchase order in accordance with the Customer's specifications, the Customer undertakes to indemnify VALUE 4AUTOMOTIVE against such claims and to pay all necessary costs incurred by VALUE 4AUTOMOTIVE in connection therewith.
- b) If a third party asserts rights that were not known to VALUE 4AUTOMOTIVE, VALUE 4AUTOMOTIVE, in agreement with the Customer, either obtains the right to use the product in question or modifies the result of the supply so that the asserted third party right is no longer infringed. The costs incurred as a result of such measures shall be borne by the Customer.

11. Withdrawal from the contract

- a) If the Customer fails to provide the necessary assistance and cooperation, if it fails to secure the assistance and cooperation of the manufacturer and/or user necessary to perform the supply, if the information or data provided by the Customer, manufacturer and/or user of the supply is incomplete, inadequate or incomplete, or if changes additionally requested by the Customer or the necessity of which has been identified by VALUE 4AUTOMOTIVE during the performance of the supply require additional actions not included in the agreed remuneration and the Customer refuses to pay these additional costs, VALUE 4AUTOMOTIVE shall be obliged to provide the Customer with a reasonable period of time to provide assistance and cooperation or to commit to the payment of the additional costs incurred. If even within this period the Customer does not provide assistance and cooperation or does not undertake to

pay the additional costs incurred, VALUE 4AUTOMOTIVE is entitled to withdraw from the contract.

- b) The Customer shall cover the costs that VALUE 4AUTOMOTIVE incurs as a result of the withdrawal from the contract, in particular the costs that VALUE 4AUTOMOTIVE incurred in the supply up to the moment of withdrawal from the contract and damages suffered by VALUE 4AUTOMOTIVE as a result of the withdrawal from the contract (including but not limited to loss of profits).

12. Confidentiality, confidentiality, no staff takeover

- a) The Parties undertake to treat confidentially the terms and conditions and the content as well as all information and supporting documents received from the other Party in connection with the concluded contract and undertake to use the information and supporting documents only for their own operational purposes and not to disclose their content to any third party. In addition, the Customer undertakes to bind its employees and any third party who provides consulting or other assistance in connection with the supply, or who provides equipment or components necessary for the supply, to this obligation of confidentiality. In the event of a breach of the obligation to bind all employees and third parties to the confidentiality obligation, or in the event of a breach of the obligation of confidentiality, the Customer agrees to pay VALUE 4AUTOMOTIVE a contractual penalty in the amount of CZK 600,000 for each such breach. The contractual penalty agreement does not affect the right to full compensation for damages. If VALUE 4AUTOMOTIVE should use subcontractors, it will also oblige these subcontractors to maintain confidentiality accordingly. This obligation shall continue to apply even after the handover/shipment or receipt of the supply for a period of five years from the moment of obtaining the protected information.
- b) The confidentiality obligation does not apply to information that was demonstrably known to a Party prior to its disclosure by the other Party, that has been communicated or made available by third parties in accordance with the applicable laws and regulations, that is generally known or accessible or that becomes generally known or accessible through no fault of the relevant other Party, that has demonstrably been developed independently or that is required to be disclosed by law.
- c) VALUE 4AUTOMOTIVE is entitled, at its discretion, to provide basic information about the supply for reference purposes.
- d) During the term of the contract and the performance of the supply and for the two years following the supply, the Customer undertakes not to employ any of VALUE 4AUTOMOTIVE's employees who are or have been involved in the relevant supply, in particular engineers, consultants or managers. In addition, the Customer undertakes not to enter into a contract for the provision of the supply with a former employee of VALUE 4AUTOMOTIVE who worked for VALUE 4AUTOMOTIVE on the supply ordered. In the event of a breach of this obligation by the Customer, the Customer undertakes to pay VALUE 4AUTOMOTIVE a contractual penalty in the amount of CZK 600,000 for each such breach. The contractual penalty agreement does not affect the right to full compensation for damages.
- e) The Customer undertakes to notify VALUE 4AUTOMOTIVE immediately of any unauthorized attempts by individual employees or former employees of VALUE 4AUTOMOTIVE to provide engineering, consultancy or other services in their own name / on their own account of which it becomes aware.

13. Governing Law and Dispute Resolution

- a) These Terms and Conditions are governed by Czech law, in particular the Civil Code. The application of the UN Convention on Contracts for the International Sale of Goods (The Vienna Convention) is excluded.
- b) Any arbitrable disputes between the Supplier and the Customer that cannot be resolved by agreement between the Parties shall be submitted to the Arbitration Court of the Chamber of Commerce of the Czech Republic and the Agrarian Chamber of the Czech Republic. Disputes will be arbitrated in Prague, Czech Republic. Disputes will be arbitrated by three arbitrators in accordance with the applicable Arbitration Rules.

14. Final Provisions

- a) All of VALUE 4AUTOMOTIVE's rights arising from the relevant contract shall be subject to a limitation period of 10 years from the day on which the right could have been exercised for the first time.
- b) The application of the last sentence of Section 1764 and the provisions of Sections 1765 and 1766 of the Civil Code are excluded.
- c) For the avoidance of doubt, the application of provisions of Sections 1799 and 1800 of the Civil Code is also excluded. All arrangements within the contractual relationship established by the relevant contract shall comply with commercial practices and the principle of honest business.