

General Terms and Conditions of Purchase

of AUREL CZ s.r.o.

company ID No.: 28526392

with its registered office: Břehyně 983, 472 01 Doksy

a company incorporated in the Commercial Register administered by the Regional Court
in Ústí nad Labem, Section C, Entry 53132

(hereinafter referred to as "AUREL CZ")

1. Validity of the General Terms and Conditions of Purchase

- 1.1. These General Terms and Conditions of Purchase apply to all deliveries and performances (hereinafter referred to as "deliveries") provided by the seller, contractor or provider (hereinafter referred to as the "supplier") to AUREL CZ.
- 1.2. These General Terms and Conditions of Purchase become an integral part of the contract concluded between AUREL CZ and the supplier (i.e. in particular the purchase contract, contract for work (hereinafter referred to as the "contract")), not only if the contract expressly refers to these General Terms and Conditions of Purchase within the meaning of Section 1751(1) of the Civil Code. These General Terms and Conditions of Purchase shall also be binding on the supplier if the supplier subsequently accepts these General Terms and Conditions of Purchase by their conduct.
- 1.3. These General Terms and Conditions of Purchase also apply to all contracts between AUREL CZ and the supplier concluded on the basis of a framework agreement, without the need to refer to these General Terms and Conditions of Purchase in individual cases.
- 1.4. Any deviating provisions in a contract shall take precedence over the provisions of these General Terms and Conditions of Purchase. In the event of such deviating provisions, the written contract shall be decisive.
- 1.5. The supplier's terms and conditions that have not been expressly accepted by AUREL CZ in writing as part of the contract are ineffective against AUREL CZ. In the event of a conflict between the supplier's terms and conditions that have become part of the contract and the provisions of these General Terms and Conditions of Purchase, the provisions of these General Terms and Conditions of Purchase shall prevail.
- 1.6. Declarations and notifications of a legal nature that the supplier must make after conclusion of the contract (e.g. setting deadlines, reminders, declarations of withdrawal) must be made in writing to be valid.
- 1.7. Legal relations not expressly regulated by the contract or these General Terms and Conditions of Purchase shall be governed by Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code").

2. Conclusion of the Contract

- 2.1. The costs incurred by the supplier in connection with the submission of the offer and the price calculation of the offer shall be borne by the supplier and shall not form part of the delivery price, unless otherwise agreed by the contracting parties.
- 2.2. The proposal to conclude a contract is a written order from AUREL CZ, usually made using the order form, delivered to the supplier by one of the methods specified in paragraph 2.5 below.
- 2.3. The contract is concluded upon delivery of the supplier's confirmation of written order to AUREL CZ. If the supplier does not confirm the order within five working days or does not notify the customer of refusal to accept the order within the same time limit, the proposal for the contract shall cease to exist upon expiration of that time limit to no effect. The provisions of paragraph 2.5 shall apply *mutatis mutandis* to the delivery of the order confirmation.
- 2.4. Confirmation of an order containing amendments, reservations or other changes shall be deemed a rejection of AUREL CZ's proposal and shall be considered a new contract proposal submitted by the supplier. The contract shall be concluded if AUREL CZ confirms this proposal submitted by the supplier in

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writing and delivers it to the supplier in the manner specified in paragraph 2.3.

- 2.5. Fax, remote data transmission or statements in text form made by other electronic means shall also be considered written form.
- 2.6. AUREL CZ reserves the ownership right to all images, drawings, calculations and other documents provided to the supplier for the purpose of preparing an offer, price calculation or other document for the conclusion of the contract. These documents may not be made available to third parties without the express written consent of AUREL CZ and must be kept confidential. They may only be used for the fulfilment of orders and must be returned to AUREL CZ without request upon termination of the contractual relationship. The supplier has no right of retention to these documents and may not exercise such a right.

3. Payment Terms, Invoicing

- 3.1. AUREL CZ undertakes to pay the purchase price or the price of the work specified in the contract. The price stated in the contract is a fixed price. The provisions of the previous sentence do not affect any claims for discounts on the price of the goods or work. Unless otherwise specified in writing, the price includes all direct and indirect costs associated with the delivery of the goods or the creation of the work, i.e. for example transport, assembly, installation, packaging, insurance, costs associated with obtaining documents, customs duties, taxes, labelling, etc. The supplier is obliged to take away the packaging material at the request of AUREL CZ. All prices are stated in Czech crowns, unless otherwise agreed by the contracting parties.
- 3.2. Unless otherwise agreed in the contract, AUREL CZ is obliged to pay the price of the goods or work within 60 days of the date of delivery of the invoice (for the purposes of these General Terms and Conditions of Purchase, invoice and tax document are understood as synonyms). The obligation to pay the price of the goods or work arises upon acquisition of the ownership right to the goods or work, i.e. on the date of acceptance of the goods or work. The supplier is entitled and obliged to issue an invoice together with the delivery of the goods or work. The invoice shall be accompanied by a delivery note (handover report) signed by both contracting parties. If the supplier is only able to deliver the ordered goods on condition that the retention of title is extended until the date of payment of the purchase price, consent shall be deemed to have been given.
- 3.3. All invoices issued by the supplier must always include the order number and material numbers, in addition to the details required by legal regulations. If the invoice does not contain all details required by legal regulations or requested by AUREL CZ, AUREL CZ shall be entitled to return such invoice immediately for correction without being in delay with payment.
- 3.4. The date of payment of the price of the goods or work is the date on which the price is debited from the bank account of AUREL CZ.
- 3.5. Payment of the price of the goods or work shall not mean acceptance of the goods or work without defects and shall not constitute a waiver of claims regarding liability for defects. AUREL CZ reserves the right to withhold part of the price of the goods or work until the defects in the goods or work that prevent their use have been removed.
- 3.6. AUREL CZ is entitled to unilaterally set off any of its claims against the supplier's claims arising from or in connection with the contract. The supplier is not entitled to unilaterally set off their claims against AUREL CZ's claims arising from or in connection with this contract. The supplier is not entitled to assign claims against AUREL CZ to a third party without written consent. Similarly, the supplier is not entitled to encumber their claims against AUREL CZ in favour of a third party in any way.

4. Place of Delivery, Deadlines, Dates

- 4.1. The place of delivery of the goods or the place of performance of the work is specified in the contract. If not specified in the contract, the place of delivery of the goods or the place of performance of the work shall be the establishment of AUREL CZ s.r.o. at the address Chobotecká 365, 293 01 Čejetice.
- 4.2. The delivery deadline is specified in the contract. If not specified in the contract, the delivery deadline

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shall be 5 days from the conclusion of the contract. If the delivery deadline is specified by a specific time or day, the supplier is entitled to deliver the goods or perform the work earlier only with the prior consent of AUREL CZ.

- 4.3. The decisive factor for meeting the deadline is the flawless delivery of the goods or flawless performance of the work to the delivery address specified in the order. If the goods or work are delivered to the address of the establishment of AUREL CZ s.r.o., Chobotecká 365, 293 01 Čejetice, and unless otherwise specified in the contract, the supplier shall be obliged to deliver the goods or perform the work on a working day between 6 a.m. and 2 p.m.
- 4.4. If the supplier is unable to meet the delivery deadline, they undertake to inform AUREL CZ immediately of the reasons for the delay and its expected duration. The provision of the previous sentence shall not affect AUREL CZ's right to any penalties and compensation for damages due to failure to meet the delivery deadline.
- 4.5. The supplier undertakes to notify AUREL CZ at least one day in advance that the goods will be delivered, which does not affect the supplier's obligation to deliver the goods by the specified delivery deadline, and at least five days in advance that the work will be handed over, which does not affect the supplier's obligation to perform the work by the specified deadline.
- 4.6. In the event of a delay in the delivery of the goods or performance of the work, AUREL CZ shall be entitled to charge a contractual penalty in the amount of 0.3% of the price of the goods or work for each day of delay in the delivery of the goods or work, but not exceeding 5% of the total price of the goods or work. The provision on the contractual penalty shall not affect the right to compensation for damages exceeding the contractual penalty.
- 4.7. The goods shall be deemed to have been delivered in a proper and timely manner if they are delivered to the place of delivery on time, in the agreed quantity, free of defects, including all documents, and are accepted by AUREL CZ.
- 4.8. The work is deemed to have been performed in a proper and timely manner if it is handed over on the date agreed in the contract and is not rejected by AUREL CZ due to defects or incomplete work.
- 4.9. The supplier is entitled to use subcontractors to perform the delivery of goods or work under the contract, unless otherwise agreed in the contract.

5. Quantity, Quality and Design of Delivery, Packaging, Delivery Documents

- 5.1. The supplier is obliged to deliver the goods at their own expense and risk in the quantity, quality and design specified in the contract. If the goods are specified in units of measurement, AUREL CZ shall not be obliged to accept goods with a quantity deviation of +/-5% from the quantity specified in the contract. Unless the quality and design of the goods are expressly agreed in the contract, the supplier shall be obliged to deliver the goods in a quality and design that correspond to the purpose specified in the contract. If such a purpose is not agreed in the contract, then to the purpose for which the goods are normally used. Unless otherwise agreed between the contracting parties, the delivered goods must meet all legislative and technical requirements and must be free of any factual or legal defects. If the goods are delivered on the basis of specific requirements of AUREL CZ according to samples, drawings, etc., which are part of the order, the delivered goods must correspond to these samples or drawings.
- 5.2. If the subject matter of the contract is the delivery of a work, the supplier shall be obliged to perform the work in a proper and timely manner, to the extent, in the quality and within the deadlines specified in the contract. In other respects, paragraph 5.1 shall apply *mutatis mutandis*.
- 5.3. Unless otherwise agreed by the contracting parties, transport and packaging charges are included in the price of delivery. Additional costs incurred due to non-compliance with transport or other regulations or due to expedited transport in order to meet the agreed delivery deadline shall be borne by the supplier. The supplier is obliged to comply with all legal regulations governing the packaging and transport of goods.
- 5.4. The supplier is obliged to provide the delivered goods for transport at its own expense with packaging or otherwise secure them as specified in the contract or, if not expressly specified in the contract, in such a

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way that the goods cannot be damaged or destroyed during transport. The supplier is obliged to follow AUREL CZ's instructions regarding the packaging and securing of goods for transport. The supplier is obliged to notify AUREL CZ of the unsuitability of its instructions. In relation to packaging, the supplier is the originator of the packaging within the meaning of Act No. 477/2001 Coll., on packaging.

- 5.5. If the deadline for delivery of the goods or performance of the work is not met due to *force majeure*, labour disputes or other events, AUREL CZ shall be entitled to demand the acceptance of the goods or the work in whole or in part at a later, more suitable time, without the supplier being able to assert any claims for non-acceptance of the goods or work. However, if the delay exceeds two months, both contracting parties shall be entitled to withdraw from the contract. Also in this case, neither contracting party shall be entitled to assert any claims against the other contracting party.
- 5.6. Together with the handover of the goods or work, the supplier shall always provide AUREL CZ with all original documents necessary for the acceptance, use and disposal of the goods or work. The delivery of goods must be accompanied by a delivery note stating the date (of issue and dispatch), the contents of the order (item number and quantity) and the order reference (date and number). If the delivery note is missing or incomplete, the supplier shall be obliged to complete it without putting AUREL CZ in delay with acceptance of the goods.

6. Passage of Risk of Damage to the Goods and Work, Passage of Ownership Right

- 6.1. The risk of damage to the goods and work passes to AUREL CZ upon acceptance of the goods or work. The risk of damage to items provided by AUREL CZ to the supplier for the performance of the work shall be borne exclusively by the supplier until the work is handed over to AUREL CZ. AUREL CZ remains the owner of these items.
- 6.2. The ownership right to the goods delivered under the contract shall pass upon acceptance of the goods or upon full payment of the price of the goods, whichever occurs earlier. The ownership right to the work delivered under the contract shall pass upon delivery and acceptance of the work or upon payment of the price of the work, whichever occurs earlier.

7. Check for Defects, Rights in Case of Defective Performance

- 7.1. The supplier undertakes that the delivered goods or work shall have the properties specified in the contract and that they shall be fit for the purpose specified in the contract or for the purpose for which the goods or work are normally used throughout the warranty period. Unless otherwise agreed, the supplier provides a quality guarantee for the delivered goods or work for a period of 36 months from the date of proper delivery of the goods or acceptance of the work without defects that prevent its use, and for a period of 60 months for construction modifications to the work. The condition for the assertion of claims by AUREL CZ under the warranty is not the obligation to inspect the goods or work upon acceptance. The provisions of Sections 2104, 2105, 2110, 2111, 2112, 2618 and 2629 of the Civil Code are excluded.
- 7.2. The goods have defects if they are not delivered in the quantity and quality specified in the contract and if they are not delivered properly packed and prepared for transport. Defects in the documents to be delivered with the goods or legal defects in the delivered goods are also considered defects in the goods. The work has defects if it is not performed in accordance with the contract.
- 7.3. AUREL CZ undertakes to claim any found defects with the supplier without undue delay in the manner specified for the conclusion of the contract, usually through the contact persons of the contracting parties, but no later than by the end of the warranty period provided, it being understood that even claims made on the last day of the warranty period shall be considered duly made. The supplier undertakes to notify AUREL CZ in writing without undue delay, no later than within 3 days, that it acknowledges the reported defects and/or to what extent, or the reason for rejecting the complaint. If the supplier fails to do so, the complaint shall be deemed to have been acknowledged by the supplier.
- 7.4. If defects in the goods or work show upon acceptance, AUREL CZ shall be entitled to refuse acceptance of the goods or work at the supplier's expense until the delivery of a flawless performance, without

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- thereby being in default with acceptance, or to accept the goods or work without thereby losing the right to claim liability for defects during the warranty period.
- 7.5. If the delivered goods or work have defects, AUREL CZ shall be entitled, regardless of the type or severity of the defect:
- a) to demand the removal of the defect by delivery of a replacement or missing performance, or to demand the removal of legal defects if the goods or work have legal defects;
 - b) in the case of removable defects, to demand the removal of the defect in the goods or work;
 - c) to demand a reasonable discount on the price of the goods or work;
 - d) to withdraw from the contract.
- 7.6. If the supplier does not commence with the removal of defects in the goods or work pursuant to letter a) or does not remove defects in the goods or work pursuant to letter b) within the specified period, AUREL CZ shall be entitled to have the defects removed by another person at the supplier's expense. AUREL CZ shall be entitled to charge the supplier for all direct and indirect costs associated with the removal of the defect or the provision of a replacement delivery of goods in accordance with paragraph 7.9. The supplier shall also be obliged to pay AUREL CZ a contractual penalty of 8% of the costs incurred by AUREL CZ for the removal of the defect in the goods or work.
- 7.7. The supplier undertakes to commence the removal of defects in the goods or work without undue delay, no later than two days from the date on which the defect in the goods or work was reported to the supplier. The deadline for removing defects in the goods or work shall be determined by the contracting parties individually according to the nature of the defect.
- 7.8. If, during the removal of the defect in the goods or work, it becomes apparent that the defect is irreparable or that the repair involves unreasonable costs, AUREL CZ may demand the delivery of replacement goods or work. If the supplier fails to remove the defect in the goods or work in the manner specified under letters a) or b) within the specified deadline, AUREL CZ shall be entitled to make any other claim under paragraph 7.5. or to withdraw from the contract.
- 7.9. In the event of defects, if disproportionately high damage is likely to occur by proceeding in accordance with paragraph 7.5, AUREL CZ shall be entitled in urgent cases to remove the defects itself or have them removed by third parties at the expense and risk of the supplier. AUREL CZ undertakes to inform the supplier immediately of any such measures taken to remove the defects. The provisions of the previous sentences of this paragraph shall not affect the supplier's liability for defects and obligation to remove defects in the goods or work in the manner described in this Article.
- 7.10. If the subject matter of delivery is goods or, in case of repeated deliveries, goods of the same type and at least 2% of the delivered goods have the same defect, AUREL CZ shall be entitled to a replacement delivery in one of the manners specified in paragraph 7.5(a) and (b), regardless of whether the warranty period has already expired for some partial delivery.
- 7.11. The supplier undertakes to carry out quality checks on the work during its creation and final checks on the goods, which are standard practice in the given field. If a quality agreement has been concluded with the supplier, the supplier undertakes to comply with the provisions set out therein.
- 7.12. AUREL CZ shall be entitled to assert statutory claims arising from liability for defects without restriction; AUREL CZ shall be entitled to demand, at its discretion, that the supplier remove the defect by repair or delivery of replacement goods. In such a case, the supplier shall bear all costs necessary to remove the defect or make a replacement delivery. This shall not affect AUREL CZ's right to compensation for damage caused by failure to remove the defect in the manner specified in this paragraph.

8. Liability for Damage

- 8.1. Liability for damage is governed by the general provisions of the Civil Code. Damage to items caused by a defect in goods, work or the subject matter of work shall be compensated in full. The supplier shall be liable for all damage caused to AUREL CZ or other persons in connection with a breach of the contract or legal regulations. The supplier shall also be obliged to compensate for any non-material damage caused as a result of a breach of their obligations.

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- 8.2. The supplier shall be liable for damage caused by third parties whom the supplier has used to fulfil their obligations under the contract, unless such persons are liable for such damage themselves or jointly with the supplier.
- 8.3. As part of their liability for damage, the supplier shall also be obliged to reimburse any costs arising from the withdrawal of the product from the market as a result of the delivery of defective goods or work. AUREL CZ undertakes to inform the supplier in good time of the content and scope of the measures necessary to withdraw the product from the market.
- 8.4. In the event of *force majeure*, the deadlines and time limits specified in the contract for the fulfilment of obligations shall be extended by the duration of the *force majeure* event. The contracting parties undertake to inform each other of the occurrence of *force majeure*. Strikes by employees, insolvency, delays by subcontractors, etc. shall not be considered *force majeure*.
- 8.5. The supplier is obliged to take out liability insurance for damage caused by a product defect with sufficient coverage as a lump sum for damage to health/property, but at least in the amount of EUR 2 million; the supplier undertakes to send a copy of the insurance contract or current insurance confirmation to AUREL CZ at any time upon request.

9. Intellectual Property Rights

- 9.1. The supplier is obliged to ensure that the performance under the contract does not infringe any intellectual or industrial property rights of third parties. The supplier hereby declares that they hold all intellectual and industrial property rights to the goods or work and will ensure their undisturbed exercise by AUREL CZ from the date of acceptance of the goods or work.
- 9.2. If the subject matter of performance is the creation of a work of authorship, it shall be deemed to be a work made to order pursuant to Section 61 of the Copyright Act.
- 9.3. If a third party asserts claims against AUREL CZ on the basis of a violation of its intellectual or industrial property rights or copyright, the supplier shall be obliged to compensate AUREL CZ for all damage and costs incurred as a result of the breach of the supplier's obligations under the contract.

10. Retention of Title, Materials Provided

- 10.1. Tools, equipment and models provided to the supplier by AUREL CZ or manufactured for the purposes of the contract and invoiced separately by the supplier shall remain the property of AUREL CZ or shall become the property of AUREL CZ upon payment of the price.

11. Confidentiality, Advertising

- 11.1. The supplier is obliged to maintain confidentiality in respect of all business and operational secrets acquired in connection with the contract. The supplier is also obliged to maintain confidentiality in respect of all images, drawings, calculations and other documents and information provided to the supplier. They may only be disclosed to third parties by the supplier with prior express written consent and the supplier undertakes to return them without request if they are no longer required for the performance of the contract. The confidentiality obligation shall remain in force even after the termination of the business relationship with AUREL CZ. It shall only cease to apply if the knowledge contained in these documents and information or the documents themselves become public knowledge.
- 11.2. The supplier is obliged to treat commercial and technical details relating to the concluded contract or the implementation of this contract as business or operational secrets. Exceptions require prior written consent.
- 11.3. Both the supplier and AUREL CZ are entitled to record and store data of the other contracting party, including the given contractual relationship, while always having to comply with the applicable data protection regulations.
- 11.4. Without the express consent of AUREL CZ, the supplier is not entitled to use deliveries for AUREL CZ as advertising or references, subject to a contractual penalty of CZK 100,000.

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- 12.1. Unless otherwise agreed, the supplier is obliged to provide spare parts for the delivered goods at market prices for a period of 15 years from the completion of delivery.
- 12.2. If the supplier intends to discontinue the production of spare parts for the delivered goods, the supplier undertakes to inform AUREL CZ of this decision in writing without undue delay.

13. Final Provisions

- 13.1. Unless otherwise specified in the contract, the contract shall also terminate, in addition to reasons specified by law, (i) by notice of termination, if the contract was concluded for an indefinite period of time; the contract shall terminate upon written notice without the need to state a reason upon expiry of the notice period of two months which starts on the first day of the month following the month in which the notice of termination was delivered to the other contracting party; (ii) by withdrawal from the contract for reasons specified in law, in the contract or these Terms and Conditions.
- 13.2. AUREL CZ is entitled to notify the supplier in writing at any time of a proposed amendment to the contract, the content of which shall be, in particular, a change in the specification of the goods or work, a change in quantity, quality, date or place of delivery. The supplier shall be obliged to confirm the proposed amendment to the contract within the period specified in paragraph 2.3 for acceptance of the proposal or to communicate the reasons why the proposal cannot be accepted. If the supplier does not confirm acceptance of the proposal within the specified period or does not communicate the reasons preventing the supplier from accepting the proposal, it shall be deemed that the supplier agrees to the proposed amendment to the contract.
- 13.3. AUREL CZ is entitled, in accordance with Section 1895 et seq. of the Civil Code, to transfer the rights and obligations under the contract to a third party even without the consent of the supplier. AUREL CZ must communicate the transfer of rights and obligations under the contract to the supplier in writing. The transfer shall take effect upon written notification or if this fact is proven to the supplier by the transferee, whichever occurs earlier.
- 13.4. If any provision of the contract or these General Terms and Conditions of Purchase is or becomes invalid or ineffective, this shall not affect the validity and effectiveness of the remaining provisions. In such case, the contracting parties undertake to replace the invalid or ineffective provision by agreement with a valid and effective provision that corresponds to the purpose of the original provision.
- 13.5. All rights of AUREL CZ arising from this contract or the General Terms and Conditions of Purchase as the buyer, customer or creditor shall be time-barred after ten years.