

General Delivery Terms and Conditions of Digiteq Automotive s.r.o.

Company name: **Digiteq Automotive s.r.o.**

Having its registered office in Praha 4, Novodvorská 994, post code 14221
Company ID: 26466023
Tax ID: CZ26466023
Incorporated in the commercial register of the Metropolitan Court in Prague, Section C, File 84128 (“Digiteq Automotive”)

I. Introduction

1.1. These General Delivery Terms and Conditions (GDTC) form an integral part of all contracts for the supply of works, goods and services provided by **Digiteq Automotive**.

1.2. Certain express provisions that are agreed by the parties in each particular contract and that depart from the GDTC prevail over provisions included herein.

II. Definitions

2.1. **Supplier.** The supplier as defined under these GDTC always means Digiteq Automotive.

2.2. **Customer.** The customer as defined under these GDTC means an entity that is specified as a customer in an order, an offer or a Contract entered into in the manner set out herein (e.g. Service Subscriber, Customer and Buyer).

2.3. **Service.** The service as defined under these GDTC means a supply of services that the Supplier agrees to deliver to the Customer under the Contract. In addition, the Supplier agrees to transfer the right of ownership to the tangible and intangible segments of the supplied services. The Customer agrees to accept the supplied services and to accept the tangible carriers of intangible things that form an integral part of the supplied services, and to pay the price to the Supplier. The service also means the supply of Goods and Work.

2.4. **Subject-matter of the Service** is the Work, the Goods or any other tangible or intangible outcome of the provided service.

2.5. **Work.** The work as agreed under these GDTC means an activity during which a particular thing is made, or assembled maintained, repaired or altered, or an activity that results in any other activity of the Supplier (e.g. a computer programme) that the Contractor (Supplier) agrees to make for the Customer under a Contract for Work and the Customer agrees to accept the Work and to pay a price for the Work.

2.6. **Goods.** The goods as agreed under these GDTC mean tangible, movable things and their accessories that the Supplier (Seller) agrees to deliver to the buyer (Customer)

and, in addition, it means to transfer the right of ownership to these things to the buyer (Customer) in accordance with a purchase contract and the buyer (Customer) agrees to take over the goods and to pay the Supplier (Seller) a purchase price for them; all this regardless of the fact as to whether the Goods are specified in the Contract as goods, spare parts and the like.

2.7. **Contract.** The contract means a contract to provide Services, namely a contract for Work and a purchase contract entered into under Section III. hereof.

III. Conclusion of contracts under the GDTC

3.1. **Conclusion of Contract.** A draft of the Contract is a written order place by the Customer or an offer of the Supplier which must be delivered to a recipient (a person/entity that is specified in the order or the offer as a recipient). The Contract is concluded when the recipient receives the approved or signed Draft Contract. The Draft Contract must be fully confirmed by the recipient and with no amendments, reservations, limitations or any other alterations compared to the wording of the Draft Contract sent, otherwise the Contract is not concluded. Considering the content of the Draft Contract or the practice adopted between the parties, or if it is usual, the Customer or the Supplier may accept the offer or the Order so that the Customer or the Supplier acts in accordance with it, particularly if the Customer or the Supplier accepts or provides the performance. Silence or omission cannot be considered acceptance of the offer or the Order.

3.2. **New Draft Contract (counter-offer).** The confirmation of the order or the offer which includes amendments, reservations, limitations or any other alterations is deemed to be rejection of the Draft contract and constitutes a new Draft Contract even if the amendment, reservation, limitation or any other alteration does not substantially change the terms and conditions of the order or the offer. In such a case, the Contract is concluded only if this new counteroffer is confirmed by the recipient with no reservations, amendments or any other alterations and is delivered back to the other party.

3.3. **Time limit for acceptance, revocation of the Draft Contract.** The Supplier or the Customer is obliged to accept the Draft Contract in writing and deliver it to the other party or to notify of the revocation of the Draft Contract within 14 days or within any other time limit determined by the Supplier of its delivery. The acceptance and rejection of the order must be in writing, signed and delivered to the recipient.

3.4. **Change in circumstances.** The Supplier does not assume the risk of a change in circumstances as defined under Section 1765 and Section 1766 of the Civil Code

IV. Quality of Services Provided to the Customer

4.1. The services must be provided in compliance with technical requirements and technical norms that apply to the provision of services. The Services must not be encumbered with any legal defects, e.g. a pledge.

4.2. The Supplier must provide the Customer with any documents and certificates if they form a part of any tangible and intangible segments of the Services.

V. Place of performance

5.1. The place of the performance is always the registered office of the Supplier unless the place of performance is specified in the Contract or by the Supplier otherwise.

5.2. If the Supplier does not meet its obligation to provide the Customer with the Service specified in the particular Contract in a duly and timely manner, the Customer may claim from the Supplier a fine of 0.05% of the price for the Service for each day in default (regardless of any discount on the price of the Service), i.e. the Service whose provision the Supplier is in default with.

VI. The date and the method of performance

6.1. The Supplier will meet its obligation to supply the Subject-matter of the Service (Work, Goods or any other outcome of the provided service) at the moment of delivering it to the Customer. The moment of delivering the Subject-matter of the Service to the Customer means the delivery of the Subject-matter of the Service to the Customer at the place of performance, i.e. the registered office of the Supplier. If it is not agreed that the Subject-Matter of the Service is dispatched, the Supplier will notify the Customer to accept the Subject-Matter of the Service at least 3 days prior to the anticipated day when the Subject-Matter of the Service is to be delivered during the agreed delivery period. If the Customer does not come to accept the Subject-Matter of the Service for reasons not caused by the Supplier, this obligation to deliver the Subject-Matter of the Service by the Supplier is hereby met on this day. The Customer then assumes all risks of damage that may be caused to the Subject-Matter of the Service and the Supplier may store the Subject-Matter of the Service at the Customer's expenses. Without any delay, the Supplier informs the Customer about this fact and informs the Customer about the costs of storing the Subject-Matter of the Service in the warehouse.

6.2. If it is agreed that the Goods are to be dispatched by the Supplier, the obligation to deliver the Subject-Matter of the Service is met when the Goods are given to the first carrier at the agreed place, or if the place is not agreed with the Customer, when the Goods are delivered to the place agreed under the transport requirements specified in the Contract, i.e. as common in the business praxis and at the Customer's expenses. When the Subject-Matter of the Service is given to the first carrier to be transported to the Customer, the Subject-Matter of the Service is then deemed to be accepted by the Customer. The Supplier will inform the Customer that the Subject-matter of Service was dispatched; it is not the Supplier's obligation to insure the Subject-matter of the Service. If the Customer does not provide the Supplier with the transport requirements, the Supplier will select the method of transport by itself, at its own discretion and as per options available to the Supplier and as per the costs charged.

6.3. If the Services are to be provided at the registered office or the place of business of the Supplier's enterprise, the Supplier is obliged to provide the Services on business days and during normal working hours of the Supplier, unless the Supplier determines otherwise.

6.4. Prior to the date when the Service is to be provided as agreed under the Contract, the Customer must accept the Service or its part along upon the Supplier's request. In the event of a partial performance, the Supplier must provide the remaining part of the Service by the date agreed in the Contract.

6.5. The GDTC are interpreted in compliance with the Civil Code and INCOTERMS 2010.

6.6. The Supplier is entitled to authorize a third party to perform obligations arising from the Contract.

VII. Liability for Defective Services

7.1. For the avoidance of doubt, the Parties expressly rule out the application of section 1965, section 2105, section 2106, and section 2107 of the Civil Code.

7.2. The Supplier must supply the Subject-matter of the Service at satisfactory quality or at quality agreed in the Contract.

7.3. If the quantity or the type of goods upon delivery and acceptance fail to comply with the quantity or type agreed in the Contract or if the Subject-matter of the Service suffers from apparent defects that may be discovered upon the inspection performed with reasonable due care, the Customer may and must record the defects in the delivery note or other type of acceptance or completion certificate.

7.4. The Supplier's liability for hidden defects is excluded, with the Customer's express consent. The Customer must inspect the Goods and submit a written report to the Supplier about any defects discovered without undue delay after the supply of the Subject-matter of the Service to the Customer. The Customer must report hidden defects to the Supplier, to the extent the Supplier's liability for the hidden defects may not be excluded, without undue delay after the Customer has discovered or could have discovered the defects with due professional care, although no later than within the applicable statutory timeframes. The wear and tear caused by the use of the supplied the Subject-matter of the Service do not constitute a defect of Goods. Small, insubstantial defects do not relieve the Customer of the obligation to accept the Subject-matter of the Service or pay the price for the Subject-matter of the Service, or entitle the Customer to postpone the discharge of the obligation.

7.5. Concerning defects, the Customer is entitled either to a repair or to a replacement of the defective part of the Subject-matter of the Service acknowledged as defective by the Supplier's authorized representative. The Customer may not repair the defect by himself or have the defect repaired by a third party. The Supplier agrees to replace only such defective parts and components which suffer from design or manufacturing flaws. The Supplier will replace the entire Subject-matter of the Service only so long as the Supplier's authorized representative acknowledges that the Subject-matter of the Service is non-repairable. The Supplier will not acknowledge the design defects of the Subject-matter of the Service manufactured in accordance with the Customer's design specifications.

7.6. The Supplier selects the warranty claim resolution method at his discretion. The Supplier reserves the right to modify a part or the entire performance or to replace the supplied Subject-matter of the Service, should this be considered more expedient for handling the incidence of defects, to which the Customer expressly agrees.

7.7. The defects discovered (and specified in the delivery note or other type of acceptance or completion certificate) are to be repaired without undue delay. If the Customer refuses to accept the delivery of the Subject-matter of the Service without good cause, or if the Customer refuses to sign the delivery note or other type of acceptance or completion certificate, the Subject-matter of the Service is presumed to have been delivered on the date of the Customer's refusal to accept delivery or sign the delivery note.

VIII. Price and Payments Conditions

8.1. With the absence of the agreement to the contrary, the prices are set without VAT, customs charges, insurance and the transport charges that will be billed to the Customer separately (even for a partial performance) by way of a supplier's invoice (the Supplier will define its contents).

8.2. If during the period when the Contract is legally effective, any doubts arise as to whether the Customer meets its obligations in a duly manner (in particular, if the Customer meets its obligation to pay the total price in a duly manner) and if it does not pay the adequate security upon the Supplier's request, the Supplier may request an advance payment corresponding to 100% of the total price for the Service agreed under the Contract. The invoices (tax documents) in respect of the supplied services are payable in a manner and by the date agreed under the Contract. If it is not specifically agreed under the Contract, the invoices are due and payable within thirty (30) days after the invoice is sent off to the Customer. The invoices are payable by a credit transfer to the Supplier's bank account specified in the contract; unless the invoice specifies any other bank account; any payment by a bill of exchange, a cheque or in any other way than by a credit transfer to the Supplier's bank account is possible only with the prior written consent of the Supplier. For the purposes of this Article it is agreed that, in the event of any doubts between the Parties, the delivery date is deemed to be the third (3rd) day after the document is clearly sent off to the Customer's address. The previous sentence is without prejudice to Section 573 of the Civil Code.

8.3. If the agreed advance payment is not paid or if the total price for the previous partial performance as agreed under the Contract or any other Supplier's performance is not paid, the Supplier has the right to interrupt the commencement of preparations and completion works carried out in respect of the Contract's performance, incl. any other performance. This may be done without the Customer's right to claim any fines and penalties arising from the delayed performance caused this way.

8.4. The Customer may not interrupt or refuse to make the payment of the price for the Service or any of its part by the due date on the ground that the invoice was issued incorrectly by the Supplier. In such case, the Customer must immediately inform the Supplier and the Supplier must issue and deliver a corrected invoice to the Customer without any unreasonable delay.

8.5. Any complaint under warranty does not relieve the Customer of its obligation to interrupt any of its payments due to the Supplier.

8.6. Any payments that the Supplier receives from the Customer are always matched first against the Customer's outstanding obligations; only afterwards, they may be used for the purposes specified in the payment order documents.

8.7. If the Customer is in default with the payment of its obligations for less than 30 days, the Customer agrees to pay to the Supplier the interest on late payment that corresponds to 0.1% of the outstanding amount ensuing from the Contract for each day in default; if the Customer is in default with the payment of its obligations for more than 30 days, the Customer agrees to pay to the Supplier the interest on late payment of 0.5% of the outstanding amount ensuing from the Contract for each day in default. The Supplier's title to damages caused by the breach of obligations that the penalty relates to remains unaffected.

8.8. At any time, the Supplier may assign to a third party its claims owed by the Customer that are past the due date. The Customer may assign his claims owed by the Supplier or their part to any third party only with the Supplier's written consent. The Supplier may unilaterally set off any of his claims owed by the Customer arising from the Contract or from any other title against the Customer's claims owed by the Supplier arising from the Contract. The Customer may unilaterally set off any of his claims owed by the Supplier arising from the Contract or from any other title against the Supplier's claims owed by the Customer arising from the Contract only with the Supplier's written consent. The Customer further agrees not to encumber in any manner his claims owed by the Supplier arising from the Contract or these GDTC or in connection with them with a security interest for the benefit of a third party.

8.9. If the price is set in the Contract in a foreign currency and if, on the Date of Performance, the exchange rate agreed under this Contract or the exchange rate issued by the Czech National Bank valid on the execution date of the Contract is changed by more than $\pm 3\%$, the Supplier may change the price for the Service by the difference arising from the FX rate difference that exceeds 3%.

8.10. The price is deemed to be paid via a credit transfer on the day when the sum is credited to the Supplier's account.

8.11. If the Customer sets off, assigns or secures the claims owed by the Supplier arising from the Contract or these GDTC contrary to section 8.8. hereof, the Customer must pay to the Supplier a contractual penalty of 10% of the claim that should have been set off, assigned or secured. The Supplier's title to damages caused by the breach of obligations that the penalty relates to remains unaffected.

IX. Termination of the Contract

9.1. Unless the Contract or these GDTC stipulate otherwise, the Supplier may withdraw from the Contract if the other party materially breaches the Contract and for other reasons set out by law and the Contract. The material breach means such a breach that the breaching party knew of at the execution of the Contract or when the breaching party must have known that the other party would have not concluded

the Contract if it had foreseen such a breach. If the Supplier withdraws from any Contract for the reasons caused by the Customer, in such case, the Supplier is not obliged to pay any costs incurred.

9.2. Upon withdrawal from the Contract which included these GDTC, the Contract is extinguished from the beginning. Upon withdrawal from the Contract, the following arrangements and claims do not extinguish:

- a) provisions which, with regard to their nature, are to be binding for the parties even upon withdrawal, particularly provisions on confidentiality, protection of the secrecy and know-how, provisions on resolving any disputes and the like;
- b) claims arising from the liability arising from the proprietary harm occurred under these GDTC and the Contract;
- c) claims arising from the liability arising from defects;
- d) claims for contractual penalties arising from the breach of these GDTC or the Contract;
- e) claims as prescribed by law.

9.3. Upon withdrawal from the Contract by either party, the Customer will propose to the Supplier a method how to settle mutual claims. The Customer will make such a proposal to the Supplier within 15 days upon receipt of the withdrawal by either party. Upon receipt of the Customer's proposal or on expiry of this time limit, the Supplier informs the Customer how and when their mutual claims will be settled.

The method of settlement and time limits determined by the Supplier are binding for the parties. The costs associated with the withdrawal and possible returning of the performance provided are borne by the Customer.

X. Technical and other documentation

10.1. Any and all technical and other documentation that the Supplier will provide to the Customer along with the Service agreed under the Contract will remain in the Supplier's exclusive ownership. The subject-matter of the Supplier's exclusive ownership are all the technical and other solutions and procedures included in the technical documentation; however, the Supplier does not grant any license to the Customer in relation to this know-how or does it not provide any intellectual rights other than those ensuing from the purposes of the Contract. The Customer may not publish the technical or other documentation, as defined under this Section 10.1 hereof nor is the Customer allowed to make it available to any third party or use it for benefit of any other party. The Customer may use this documentation only in connection with the purpose of this Contract. This obligation does not apply to any governmental or any other public body or authority performing any controlling or other function that is regulated by law in accordance with relevant legal regulations.

10.2. The Customer agrees not to publish any other technical or other documentation (in particular, the documentation developed by the Supplier for the purposes of performing the Contract) whose development it was involved in; in addition, the Customer agrees not to make it available to any third party or to use it for benefit of any third party. The Supplier may use this documentation only for the purposes of the concluded Contract. If the Customer fails to meet its obligation agreed under Art. X. hereof, the Supplier may claim a contractual penalty of CZK 100,000 for each

individual breach of this obligation, even repeatedly. For the avoidance of doubts, the parties expressly declare that the obligation agreed under Art. X. hereof does not cease to exist by the payment of the contractual penalty. The Supplier's title to damages caused by the breach of the obligations that the penalty relates to remain hereby unaffected.

XI. Industrial design rights and any other intellectual property rights

11.1. If the outcome of the provided Service is, in fact, any industrial design right or any other intellectual property right that relate to the Services or any of their segments, the Supplier is their exclusive owner, unless agreed otherwise in each Contract. The Customer may enjoy the industrial design right or any other intellectual property right owned by the Supplier only if agreed under a separate licence agreement made by and between the Supplier and the Customer or for the purposes agreed under the Contract, unless this is in contrary to the Supplier's interests.

11.2. The Supplier grants the Customer with a simple, non-transferable right to use expert's opinions, test results, calculations and any other results of the Supplier's intellectual property rights provided to the Customer when performing the services, if this is required for the purpose of the Contract. This authorisation does not include, in particular, the transfer of any other rights; namely, the Customer may not change (prepare) or use the expert's opinions, test results, calculations for any other purposes than for its own business activities. The expert's opinions, test results may be published, in particular, in media (internet) only with the clear, express and written consent of the Supplier. The same applies to any and all other ways of disclosing the expert's opinions and test results to any third parties.

XII. Protection of business secret and the information that are deemed to private and confidential

12.1. All information provided by the Supplier to the Customer is deemed to be private and confidential and treated as a business secret. The Business secret involves competitively significant, identifiable, valuable and in relevant business circles normally unavailable facts related to the enterprise of the Supplier. The confidential information means any commercial, technical, financial, organizational or other information relating directly or indirectly to the Supplier, his particular employees, business partners, customers, but not limited to the foregoing information, recorded in any form on any carrier, as well as oral information provided or made accessible to the Customer in connection with the concluded Contract to provide services.

12.2. Without the previous written consent of the Supplier, the Customer is not authorized to allow any third party to have access to the business secret and the information that are treated as private and confidential and the Customer may provide this information only to those employees and advisors who must know the information for the purposes of the Contract. In addition, the Customer is obliged to ensure that the business secret and the information is kept private and confidential by all Customer's employees and other persons to whom the business secret and confidential information are made available. The Customer may not copy

the confidential information or the subject of business secret or reproduce them in any other manner and to store them in any database, except for making copies and storing confidential information for the purposes of the discharge of the Contract to provide services. In addition, the Customer agrees not to inform any third parties about the existence and content of any Contract entered into by and between the Customer and the Supplier. Without the previous written consent of the Supplier, the Customer may not provide or make accessible to any third parties any information or documents relating to any Contract entered into between the Customer and the Supplier which has already been or will be handed over or made accessible by the Supplier. The previous written consent is also required when the Customer provides information to his subcontractors in connection with the discharge of any Contract entered into by and between the Customer and the Supplier.

12.3. If any of the obligations specified in Art. XII. Section 12.2. hereof is breached, the Customer must pay to the Supplier a contractual penalty of CZK 100,000 for each individual breach of these obligations, even repeatedly. The Supplier's title to damages caused by the breach of the obligations that the penalty relates to remain hereby unaffected.

12.4. The provisions of this Article remain valid even after the termination of any Contract entered into by and between the Customer and the Supplier.

XIII. Governing law, delivery and other final provisions

13.1. Rights and obligations of the parties, including the execution of the Contract, its validity and effect are governed by the laws of the Czech Republic. If the Contract includes a reference to a particular clause of INCOTERMS, the provisions included in this clause of INCOTERMS become part of the Contract.

13.2. The Supplier's responsibility for damages (the actual damage and any loss in profit) against the Customer is ruled out to the maximum amount allowed by law. This responsibility is not limited in any way if these damages were caused intentionally. In any other cases, the Supplier's responsibility for damages is ruled out. If the responsibility for damages cannot be ruled out in full, the Supplier's responsibility is limited up to the price for the Service.

13.3. The Supplier is not held liable for any damages or delay in performing the Contract or for any claims arising therefrom if this is caused by the force majeure, namely by unusual weather conditions, unusual road conditions, strikes and the like, e.g. conditions that the seller could not influence by its own activities.

13.4. The Customer must suffer any consequences arising from any changes made in the performance upon the Customer's request, in particular, any increase in prices, prolongation of delivery date etc.

13.5. Any changes and alterations made by the Customer to the subject-matter of the performance are the responsible of the Supplier.

13.6. The supplied Subject-matter of the Service remains in the Supplier's ownership until the total price for the Service is paid (reservation of title).

13.7. The Civil Code as defined in these GDTC means Act 89/2012 Sb., the Civil Code, as amended.

13.8. If the Contract refers to INCOTERMS 2010, it refers to International rules for the interpretation of INCOTERMS 2010 clauses, a publication of the International Chamber of Commerce in Paris.

13.9. Notifications resulting in a change or cessation of the Contract require a written form and may be delivered to the other party in person or by registered mail through a postal service provider to the addresses indicated in the heading of the Contract. Other notifications may be delivered to the other party also by fax, or per email to the address indicated in the Contract. This delivery address of the party may only be changed by a written notification delivered to the other party. This provision applies by analogy to delivery of postal consignments other than written instruments. Each party is obliged to notify the other party of a change in their delivery addresses, otherwise they bear the consequences associated with legal effects of delivery of a notification to the last delivery address. If a document fails to be delivered to the addressee in a manner as described in this provision because the addressee does not stay in the place of delivery, or does not receive or refuses to receive, then the document is deemed to have been delivered in the time of returning of an undelivered document to its sender. When delivering per fax or email, the message is deemed to have been delivered in the time of sending such fax or email.