

AUMA General Delivery Conditions

I. General provisions

1.1. These General Delivery Conditions (hereinafter the "GDC") are business terms in the meaning of Section 1751 of Act No. 89/2012 Coll., Civil Code (hereinafter the "Civil Code"), and regulate the legal relationship between AUMA - Servopohony spol. s r.o., registered office at Boleslavská 1467, 250 01 Brandýs nad Labem-Stará Boleslav, ID Number 48953814, Tax ID Number CZ48953814 (hereinafter the "Seller"), and its business partners (hereinafter the "Buyer"), including pre-contractual negotiations.

1.2. These GDC form an integral part of all contracts and agreements, the subject of which is the sale of goods and which are concluded between the Seller and the Buyer (hereinafter the "Contract").

1.3. The content of the Contracts and all negotiations between the Seller and Buyer conducted for the purpose of arranging the specific terms of the Contract, as well as any other acts of the Seller conducted within the contracting process towards the Buyer, must be interpreted in accordance with these GDC.

II. Contracting

2.1. The Contract must be concluded in written form. The Contract is concluded at the moment of its signing by both contractual parties. The only person authorised to conclude the Contract on behalf of the Seller is the Seller's executive; the conduct of other persons is of an informative nature only.

2.2. Acceptance of the offer to conclude a Contract with an amendment or discrepancy from the Buyer is precluded and any expression of the Buyer's will that contains additions, objections, reservations or any changes constitutes the rejection of the offer and is considered to be a new offer for conclusion of the Contract.

2.3. Unless the contractual parties agree otherwise, in the case of remote conclusion of the Contract the Buyer is obliged to deliver the original of the undersigned document to the Seller without undue delay. If the Buyer fails to do so even upon prior request from the Seller, the Seller is authorised to withdraw from the Contract.

III. Subject of fulfilment

3.1. The Seller undertakes to deliver the goods to the Buyer in the agreed design/form of execution, quality and quantity based on the attached Contract. The Buyer undertakes duly and punctually to take over the goods based on the Contract and pay the Seller the agreed purchase price.

3.2 Any changes or deviations from the standard design of the goods /if possible/ must be expressly agreed in the Contract or in a written amendment to the Contract.

IV. Purchase price and invoicing

4.1. The purchase price is generally set out in the Contract. If the purchase price is not set out in the Contract, it will be determined according to the Seller's pricelist valid as at the date of concluding the Contract.

4.2. The Buyer acknowledges that in the period between the conclusion of the Contract and the delivery of the goods, the prices of input components (assembly parts, materials, etc.) for the goods sold by the Seller may increase, which may result in an increase in the production costs of the goods, or rather the price at which the Seller purchases the goods from the manufacturer (due to the increase in production costs). Therefore the price of the goods may increase compared to - as of the date of conclusion of the Contract - the pre-assumed amount of production costs, or rather the assumed price at which the Seller purchases the goods from the manufacturer, (hereinafter the "**Increased production price of the goods**"). The Buyer further acknowledges that the Seller may incur other costs

related to the goods, such as storage costs incurred by the manufacturer, which will be recharged to the Seller by the manufacturer due to circumstances beyond the Seller's control (hereinafter the "**Increased Costs**"). Therefore, the Parties agree that in such case the Seller shall be entitled to unilaterally increase the price of the goods under the Contract due to the Increased production price of the goods or the Increased Costs by an amount equal to the Increased production price of the goods or the Increased Costs (hereinafter the "**Compensatory Purchase Price Increase**"). The Seller shall notify the Buyer of the Compensatory Purchase Price Increase in writing (in the form of an email). Upon Buyer's request, Seller shall provide a statement from the manufacturer regarding the Increased production price of the goods from which Seller bases the Compensatory Purchase Price Increase. In such case, the Buyer shall pay the Purchase Price for the delivery of the Goods in the amount after the Compensatory Purchase Price Increase; where the term Purchase Price is used in these GDC or in the Contract, it shall mean, in the case of an increase pursuant to this paragraph, the amount of the Purchase Price determined pursuant to paragraph 4.1 of the GDC plus the Compensatory Purchase Price Increase. For the avoidance of doubt, it is stated that the above procedure shall also apply in the case of orders for multiple deliveries to be delivered sequentially over time, as well as in other cases where a longer period of time elapses between the conclusion of the Contract and the delivery of the goods.

4.3. Unless stated otherwise in the Contract, the purchase price is due always after delivery of the goods to the Buyer, based on an invoice issued by the Seller.

4.4. In the invoice, the Seller will indicate the name corresponding to its trade authorisation, identification number, registered office, data about the Contract, data about the date of fulfilment, data about maturity, data about taxable fulfilment, data about the delivered goods with indication of the number of units of goods and the unit price, and indication of the total price.

4.5. The Seller as a value added tax payer will add value added tax to the invoiced price according to the valid legal regulations.

4.6. If the invoice does not contain all the mandatory requirements of a tax document, the Buyer is authorised to return it (i.e. send it back) to the Seller at latest within 10 business days. In this case, the Seller will issue a new invoice with a new maturity date, and the Seller is not in delay in payment of the invoice until the passing of the new maturity date.

4.7. The maturity of invoices is 30 days from its issue date, unless stipulated otherwise in the Contract.

4.8. Section 1933(1) of the Civil Code will not be applied to the legal relationships governed by these GDC. If the Buyer owes the Seller fulfilment of the same type from several liabilities and does not designate which debt it is fulfilling during fulfilment, fulfilment will be offset first against the least secured liability. If several liabilities have the same degree of security, fulfilment will be offset first against the liability that is mature earliest.

V. Time and place of delivery

5.1. The time and place of delivery are set out in the Contract. If the place of delivery is not set out in the Contract, EXW carriage parity from the stock at the company AUMA – Servopohony spol. s r.o. will apply according to the Incoterms 2020 delivery conditions.

5.2. Unforeseeable and unavoidable incidents (force majeure, pandemics, natural disasters, government health measures, import and export bans, strikes, etc.), arising independently on the will of the Seller, extend the delivery deadline by the period of duration of such outages and their consequences. The delivery period shall also be extended in cases of an extreme difficulty of performance due to a change in circumstances beyond the control of the contracting party (e.g. due to measures taken in connection with the spread of SARS Cov-2 (COVID-19); in case due to the coronavirus infection called SARS Cov-2 (COVID-19) shall a substantial part of the employees of the contracting party or its subcontractor be placed in

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quarantine and the operation of the production line shall thus be significantly limited, etc.). The delivery deadline shall be extended by the period of duration of the outages and their consequences, as well. The affected contracting party shall not be in delay with the performance of the Contract. Compensation for damages is precluded in these cases.

5.3. The Buyer acknowledges that the time of delivery of the goods to the Buyer depends on the time of delivery of the input components (assembly parts, materials, etc.) to the manufacturer of the goods, who subsequently delivers the goods to the Seller. The time of delivery of the goods to the Buyer shall be extended by the time by which the time of delivery of the goods by the manufacturer to the Seller is extended due to reasons on the part of the supplier who delivers the input components (assembly parts, material, etc.) to the manufacturer. The Seller shall inform the Buyer in writing (in the form of an e-mail) of the extension of the time of delivery. Upon Buyer's request, the Seller shall provide a statement from the manufacturer of the goods regarding the delivery date. For the avoidance of doubt, it is hereby stated that the Buyer shall not be entitled to claims for defective performance, liquidated damages or damages (which are hereby excluded) as a result of the extension of the delivery period pursuant to this paragraph.

5.4. Delivery of the goods to the Buyer is conditioned by the fact that the Seller has no receivables past maturity towards the Buyer, including receivables from previously performed deliveries of goods, other orders or other business relations. Throughout the duration of the Buyer's delay in payment of outstanding receivables to the Seller, the Seller is not in delay in delivering the goods, and the agreed delivery deadline is extended by the period corresponding to the Buyer's aforementioned delay. If the provision of advance payment(s) is stipulated in the Contract, the Seller is not obliged to deliver the goods to the Buyer until such payment(s) has been made.

5.5. The Buyer undertakes to provide the Seller with all assistance necessary to protect the goods in the period before the goods are handed over to the Buyer (e.g. if the goods become subject to a lien before they are handed over to the Buyer).

VI. Delivery of goods

6.1. Unless stipulated otherwise in the Contract, the Seller fulfils its obligation to deliver the goods if it allows the Buyer to handle the goods at the place of fulfilment at the agreed time. The Buyer is obliged to take over the goods at the agreed place and time.

6.2. If the Seller is ensuring transportation of the goods, it fulfils its obligation to deliver the goods to the Buyer upon their handover to the first carrier for transportation to the Buyer.

6.3. During takeover of the goods, the Buyer is obliged to confirm the delivery note / bill of carriage.

6.4. The Buyer is obliged to check the condition of the consignment with the carrier immediately upon takeover of the goods (number of packages, sound condition of the packaging tape, damage to boxes, etc.) according to the attached bill of carriage.

6.5. The Buyer is authorised to refuse to take over a consignment that does not comply with the bill of carriage, in that the consignment is incomplete or damaged. If the Buyer does take over the damaged consignment from the carrier, the damage must be described in the carrier's handover protocol.

6.6. The Buyer is obliged to report the incomplete or damaged consignment to the Seller and carrier immediately, compile a damage report with the carrier and send it without undue delay to the Seller via e-mail or post.

6.7. Partial deliveries of goods pertaining to one purchase contract must be mutually approved in writing.

VII. Quality warranty and warranty conditions

7.1. Unless stipulated otherwise in the Contract, the Seller provides a quality warranty of 24 (twenty-four) months (hereinafter the "warranty period"). The warranty period starts from delivery of the goods to the Buyer, whereas Section 2115 of the Civil Code shall not apply to the legal relationships governed by these GDC. The receipt of purchase serves as the warranty certificate.

7.2. The warranty applies to defects in material, functional defects or defects during the production of goods (hereinafter "warranty defects"). The Buyer has the rights from the warranty only under the condition that after transfer of the risk of damage to the goods: (i) the goods were duly tuned, (ii) operation and regular maintenance of the goods was carried out according to the instructions for assembly, tuning and maintenance. The warranty does not apply to defects caused by improper operation, inexpert or inappropriate handling, use and installation, which are contrary to the user handbook, or damage by electrostatic discharge. The warranty does not apply to damage to the goods that resulted in excessive mechanical wear or use contrary to the manufacturer's instructions.

VIII. Liability for defects

8.1. The Seller is obliged to deliver the goods to the Buyer in the agreed quantity, quality and design/form of execution, free of legal defects.

8.2. The Seller shall not be liable for the fact that the goods meet the requirements arising from generally binding legislation in the country of destination of the goods. This does not affect the Seller's obligation to deliver the goods in accordance with the requirements agreed in the Contract (i.e. any specific legislative or other requirements must be specified by the Buyer in the order).

8.3. The Buyer's right from defective fulfilment is established by a defect existing in the goods during transfer of the risk of damage to the goods to the Buyer, even if it appears at a later time.

8.4. If the defective fulfilment (defect/warranty defect) is a severe violation of the Contract, the Buyer has the right:

- a) to request removal of the defect by delivery of new goods without defects or delivery of the missing items;
- b) to request removal of the defect by repair of the item;
- c) to request reasonable discount on the purchase price; or
- d) to withdraw from the Contract

8.5. If the defective fulfilment (defect/warranty defect) is not a severe violation of the Contract, the Buyer has the right to request removal of the defect or to request reasonable discount on the purchase price.

8.6. Technical improvement of the goods (increase in the quality of the goods) is not considered defects.

IX. Claiming defects

9.1. The Buyer is obliged duly to report the defect to the Seller without undue delay after it was able to find it given timely inspection and sufficient care, but at latest within 5 (five) business days after delivery of the goods to the Buyer or, if the goods were sent to the Buyer, from the date of delivery of the goods to the destination. The Buyer's right to claim defective fulfilment expires upon the vain passing of this deadline.

9.2. If the defect is a hidden defect, the Buyer is obliged duly to report it to the Seller within 3 (three) days from the day when it could have discovered such defect given sufficient care. A hidden defect does not include in particular the delivery of a different type and/or quantity of goods or defective fulfilment consisting missing goods.

9.3. The Buyer is obliged duly to report warranty defects to the Seller within 3 (three) days from the date when it could have discovered such defect given sufficient care, but at latest before expiry of the warranty period.

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9.4. The defect/warranty defect is duly reported by the Buyer to the Seller if it is reported in writing and the notice contains (i) a description of how the defect is manifested, and (ii) indication of which right the Buyer applies from defective fulfilment.

9.5. The Seller is obliged to commence handling of the claim (reported defect/warranty defect) without undue delay, at latest within 5 (five) business days from delivery of the notice, and generally to also state whether he acknowledges the claim or, if he does not acknowledge it, the reason for its decision.

9.6. The fact that the goods are defective does not affect the Buyer's obligation duly and punctually to pay the purchase price. The provisions of Section 2108 of the Civil Code shall not apply to the legal relationships governed by these GDC.

X. Contractual fines and compensation of damages

10.1. If the Seller delivers the contracted goods to the Buyer with delay, the Buyer has the right to demand a contractual fine of 0.05% of the purchase price of the contracted goods for every day of delay in the case of delayed delivery of goods. In the case of delivery of defective goods, the Buyer has the right to demand a contractual fine of 0.05% of the purchase price for each started day of delay until the time of delivery of flawless goods (if the Buyer's claim requires the delivery of flawless goods), which starts from the date of delivery of a proper claim to the Seller, until the delivery of flawless goods or their repair, but maximally up to 10 (ten) % of the purchase price.

10.2. In the case of the Buyer's delay in paying the purchase price or its part, the Buyer is obliged to pay the Seller a contractual fine of 0.05% of the owed amount for every started day of delay.

10.3. Liability for damages and its compensation is governed by the respective provisions of the Civil Code.

10.4. The provisions on contractual fines do not affect the right of the affected party to compensation of damages in full.

10.5. The total scope of the Seller's liability for damages incurred by the Buyer in consequence of violating the obligations stipulated by this Contract (including these GDC), or for violating legal regulations is limited to the value of 100 (one hundred) % of the purchase price of the goods (excluding VAT), for all damage claims in total. The contractual parties agree that only real damage will be compensated. Lost profit or other types of damage will not be compensated.

XI. Ownership of the goods

11.1. Ownership of the goods shall pass to the Buyer at the moment of handing over the goods to the Buyer, but no earlier than after paying the purchase price of the goods. Until then, the goods may not be used for the purpose of resale to a third party and may not be technically or commercially manipulated. The Buyer shall at any time, at the Seller's request, allow the Seller to inspect the condition of the goods which are still in the Seller's possession under this agreement.

11.2. The risk of damage is transferred to the Buyer upon takeover of the goods. The same consequence arises if the Buyer does not take over the goods, even though the Seller made them available to the Buyer. If the Seller hands over the goods to a carrier for transportation to the Buyer, the risk of damage is transferred immediately upon handover of the goods to the first carrier.

11.3. The Buyer is obliged to inform the Seller immediately of any imposed seizure of goods with the reservation of ownership, and to submit the documents required to file an exclusionary lawsuit.

11.4. Default on payment, a petition or commencement of insolvency proceedings, court or out-of-court settlement proceedings terminate the

right to resale, use or installation of goods with the reservation of ownership.

XII. Withdrawal from the Contract

12.1. Withdrawal from the Contract is possible if agreed in the Contract, these GDC or if stipulated by law.

12.2. The Seller is authorised to withdraw from the Contract:

- if the Buyer delays in taking over the goods by more than 10 (ten) days;
- if the Buyer delays in any payment to the Seller from the title of a different liability;
- if the Seller's performance under the Contract becomes impossible or disproportionately difficult (e.g. if the manufacturer notifies the Seller that it will not deliver the goods to the Seller at all or in the ordered quantity and quality for reasons of force majeure, or for other unforeseeable reasons that make the delivery of the goods impossible or difficult, such as the unavailability or difficult availability of raw materials or components for the production of goods on the market).

XIII. Miscellaneous provisions

13.1. All information about the enterprise, organisation structure or other internal organisation or mechanisms of the other contractual party, which the parties provided in relation to negotiations on the conclusion of this Contract and during the conclusion of this Contract, or which they have learned or will learn or become familiar with by other means based on this Contract, as well as information they are aware of about the manner and course of negotiations on the provisions of this Contract and the resulting creation of the provisions of this Contract, are of a confidential nature (hereinafter "**Confidential Information**") and the contractual parties undertake to protect and ensure the protection of Confidential Information against disclosure to or access by third parties.

13.2. The contractual parties declare that the Confidential Information according to this Contract constitutes a business secret in the meaning of Section 504 of the Civil Code.

13.3. All annexes and parts of the Contract will be considered mutually complementary and/or explanatory. Unless stated otherwise in the Contract, the interpretation of the documents and their order of priority in the case of conflicts between the provisions of the individual documents will be as follows: (a) the Contract, including all the specific conditions incorporated into the Contract, (b) annexes to the Contract, with the exception of these GDC, (c) these GDC, (d) other documents, if applicable.

13.4. The Buyer concludes the Contract with the knowledge that he takes on the risk of a change in circumstances.

13.5. To eliminate any doubts, the contractual parties agree that confirmation of the content of Contract by the Buyer does not have the legal effects according to Section 1757(2) of the Civil Code.

13.6. The provisions of Section 1799 through Section 1800 of the Civil Code shall not apply to the legal relationships governed by these GDC.

XIV. Final provisions

14.1. This Contract shall be governed by the law of the Czech Republic. The Parties agree that any disputes arising out of or in connection with this Contract shall be finally settled by the courts of the Czech Republic. The Parties further agree that the locally competent court shall be the Seller's general court. The application of the United Nations Convention on Contracts for the International Sale of Goods 160/1991 Coll., is expressly excluded for relations under the Contract.

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14.3. With the exception of amendments to the Contract that are foreseen by the Contract (e.g. Compensatory Purchase Price Increase pursuant to paragraph 4.2 of the GDC, changes to the delivery date pursuant to paragraph 5.2 or 5.3 of the GDC, etc.), all amendments to the Contract must be made in writing, signed by both Parties. Insertions, deletions or other changes in the text of the GDC, the Contract or parts thereof shall have legal effect only if they have been accepted in writing by both Parties, indicating the date of the change and the valid signatures of the representatives of both Parties to such change. Other changes to the text shall not be taken into account.

14.4. These General Delivery Conditions are valid from 1st of March 2023.

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The company is registered at the Municipal Court in Prague,
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