

# General Purchasing Terms and Conditions of MBtech Bohemia s.r.o.

## Article 1 Area of validity

- (1) MBtech Bohemia s.r.o. (hereinafter "**MBB**") provided development and consultancy services in all phases of production of means of transport, starting from the specification of details, through construction, system modules, calculations and testing, to the manufacturing of parts qualified for serial production and the manufacturing of complete automobiles. MBB purchases materials, components and specialised services for these activities from its supplier/subcontractor (hereinafter the "**supplier**").
- (2) To ensure its operation activities, MBB purchases consumables (office supplies and equipment, drug store goods, beverages, food, etc.) and operational services (IT services, cleaning services, security, etc.) from other external suppliers.
- (3) The aforementioned areas of contractual performance (hereinafter the "**delivery**" or "**deliveries**") are governed by the provisions contained in these "General Purchasing Terms and Conditions of MBtech Bohemia s.r.o." (hereinafter the "**General Purchasing Terms and Conditions**" or "**GTC**"), whereas those provisions of the GTC applicable to the respective delivery with respect to the specific subject of performance shall always be used.

## Article 2 General provisions

- (1) By concluding the purchase contract or contract for work with MBB (in the form of a confirmed order or written contract) (both referred to herein as the "**contract**"), the supplier (seller or contractor) expresses its consent to the text of these GTC, which are valid for the contractual relationship between MBB and the supplier, and confirms that these General Purchasing Terms and Conditions are an integral part thereof.
- (2) All agreements concluded between MBB and the supplier for the purpose of implementing the given contract must be expressly mentioned in this contract (confirmed order); no secondary oral provisions are valid.
- (3) Within the framework of standard business transactions, the GTC of MBB apply also for all future trades with the given supplier, including the rules for concluding contracts (Art. 3).
- (4) The General Terms and Conditions apply for all MBB operation facilities.

## Article 3 Orders

- (1) The supplier is obliged to accept the binding order (proposal to conclude a contract) issued by MBB at latest within a deadline of three (3) business days, by sending back its confirmation via electronic mail.
- (2) If the supplier for whom these GT are binding in the meaning of Art. 2 (1) does not confirm the reception and acceptance of the binding order from MBB, but does not expressly refuse this order within three (3) business days from receiving it, the contract shall be considered concluded. The provisions of Section 1740, second sentence, of Act No. 89/2012 Coll., Civil Code (hereinafter the "**Civil Code**") shall not apply.
- (3) Any change, reservation or addendum to the order shall be considered a counter-proposal and requires the express (written) consent of MBB; without such consent, the contract is not concluded, even if the applied reservation or change does not fundamentally alter the order (draft contract).
- (4) If, given the specifications of the order, there would or could be doubts as to its scope or technical parameters, the supplier is obliged to inform MBB of this fact immediately via electronic mail, or in person or via telephone consultation, and to refrain from performing the delivery until MBB provides specifications and instructions.
- (5) MBB reserve ownership rights and copyright to the depiction, drawings, calculations and other references materials which are a part or attachment to the order or which will be provided to the supplier in the course of performing the respective contract; these reference materials must not be disclosed to third parties without express written consent from MBB, are designated exclusively for performing the delivery based on MBB's order, and after handling the order must be returned to MBB without being requested. The provisions of Art. 13 apply in this connection.

## Article 4 Price • Invoice contents • Payment conditions

- (1) The price stipulated in the order does not include statutory value added tax (hereinafter "**VAT**"), and is binding and final. VAT at the lawful rate shall be billed by the supplier in a separate invoice. Unless agreed otherwise in writing, the price includes delivery to the delivery location, including all of the supplier's costs for its performance, including packaging, customs duty, insurance, transport and unloading.
- (2) The supplier's claim to payment of the price is payable only upon due issuing and delivery of the invoice. The invoice may be paid only if it meets all the requirements stipulated by the valid legal regulations for a

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proper tax and accounting document, and if it is delivered electronically to the address: **fakturace-mbb@akka.eu**; all costs arising from failing to fulfil these obligations are borne by the supplier.

(3) Upon delivery of the subject of performance free of material and legal defects, MBB shall pay the entire agreed price within thirty (30) days from receiving the invoice, unless a different deadline is agreed in writing. In the case of service billing, the document proving due provision of the service and acceptance of the service by MBB (e.g. copy of the delivery note, work report, list of performed works, etc.) must be attached to the invoice. Furthermore, the invoice must state the order number or reference to another document based on which the contractual relationship was established.

- (4) The price in the invoice must be specified in the same currency as the price specified in the order or in the concluded contract.
- (5) MBB may apply its offsetting and withholding rights in the lawfully stipulated scope.
- (6) The supplier must not assign or pledge its receivable for payment of the price or part thereof, or any other receivables from the respective contract towards MBB, to any third party without prior written consent from MBB.
- (7) The supplier may offset its receivables towards MBB only if its claims are effectively acknowledged or if MBB recognizes them in writing.
- (8) If the payment to the supplier is made via wire transfer abroad, MBB shall pay the fee for wire transfer only to its own bank, and the supplier shall pay the fee billed by its bank and potential intermediary banks (international wire transfer SHA).

## Article 5 Packaging

- (1) The supplier is obliged to pack the delivery, secure or otherwise prepare it for transportation by the means expressly stipulated by the contract (confirmed order). If the means of packaging and securing the subject of the contract for transport are not expressly stipulated, the supplier is obliged to pack and secure the delivery for transport so that the delivery cannot be damaged or devalued during transport, including loading and unloading. When packing and securing the delivery for transport, the supplier is obliged to respect the instructions from MBB and the conditions below.
- (2) The packaging must enable the safe storage of delivered items without losses to their quality. The packaging must be adapted to handling using a forklift. The packaging must contain, in a visible place, the legible identification of the supplier, MBB, order number, data about the quantity and type according to the ID and classification specified in the contract, and instructions for safe handling, i.e. in particular handling marks for labelling transport packaging, identification marks for refundable packaging and the labelling required by legal regulations concerning the production use and other handling of the subject of performance, e.g. regulations concerning hazardous and toxic substances.
- (3) The packaging must also contain information about the gross weight and dimensions of the package marked with a label, colour or other visible and legible manner; this does not apply to items wrapped in packaging (e.g. bags) where there is no objective risk of injury during handling and the gross weight of which does not exceed five (5) kg. A delivery that does not meet the requirements stipulated in the GTC for packaging and labelling is considered defective. A separate agreement must be concluded for the returning of packaging. The supplier declares that it meets the requirements of Act No. 477/2001 Coll., on packaging, as amended, in particular the provisions of Sections 3, 4 and 5.

## Article 6 Place of fulfilment • Delivery deadline • Subcontractors

- (1) The place of delivery of the goods or provision of services is stipulated in the order or written contract. Unless stipulated otherwise by the contract or if MBB does not specify a different place at any time before provision of the service or delivery of the goods, the supplier is obliged to deliver the goods or provide the service at the respective MBB operation facility at its own expense and risk.
- (2) The delivery deadline or deadline for performance of activities or services specified in the confirmed order or written contract is binding. Delivery shall generally take place on business days and during the regular working hours of MBB, i.e. from 8:00 to 17:00 o'clock, either on the day specified in the contract or based on prior written notice from the supplier [see clause (4) of this article], unless agreed otherwise.
- (3) The delivery of part thereof is fulfilled:
  - a. upon handover of the agreed products, components, documents or reference materials (in the corresponding number of counterparts) or other works or parts thereof to MBB, based on a written takeover protocol signed by the representatives of both parties and/or
  - b. due, flawless and complete performance of the agreed specialised activities and work or other services by the stipulated deadlines and confirmation of their performance by the MBB representative.

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- (4) The supplier is obliged to deliver a notice on planned shipping of the delivery to MBB along with an invitation to conduct inspection at the supplier's premises. The notice with the invitation must be delivered to MBB at least two (2) business days before the planned shipping. MBB is not obliged to conduct such inspection and if it does not conduct it, the supplier may duly hand the delivery over to MBB.
- (5) The supplier is obliged to inform the contact person specified in the MBB order immediately in writing if any circumstances arise or are identified, which could mean that the agreed delivery deadline cannot be fulfilled.
- (6) In the case of delay in delivery, MBB is authorised to demand a contractual penalty from delay equal to one percent (1%) of the agreed price for every concluded week, but not more than ten percent (10%) of the price; MBB's other legal claims and rights in the case of delay remain intact. If MBB requires compensation of damages the supplier is obliged to prove that it was not culpable for the breach of obligations.
- (7) The supplier accepts the risk of change of circumstances in the meaning of with Section 1765(2), Civil Code.
- (8) The supplier is authorised to entrust the fulfilment of obligations arising from the contract to a third party (subcontractor) only with prior written consent from MBB. In the case of an obligation to compensate damages and liability for defects, the applicability of the second sentence of Section 2914, Civil Code, is precluded.

## Article 7

### Transfer of risk • Ownership • Cover documentation

- (1) Unless agreed otherwise in writing, the delivery shall be made at the supplier's expense, including insurance, customs duty, transport and unloading at the destination [Art. 4 (1)]. The risk of damage to the delivery and ownership right to the subject of performance passes to MBB at the moment of takeover of the order. If during the term of the respective contracts the supplier processes projects, written references, calculations or samples for MBB, and hands these over to MBB depending on the progress of work [Art. 8 (3)], ownership and risk of damage to these reference materials and items passes to MBB at the moment of their takeover.
- (2) The supplier is obliged to state the precise number and date of the order allocated by MBB on all the shipping documents and delivery notes, and to attach these documents to the delivery always in two counterparts. If the supplier fails to do so, MBB does not bear liability for the potential withholding of payment of the invoice which occurs as a result.
- (3) Within the framework of delivery, the supplier is obliged to deliver the documents expressly stated in the contract (order) to MBB. If such documents are not expressly specified, the supplier is obliged to deliver to MBB all the documents needed for takeover, free handling and use of the subject of the contract, in particular the documents regulating the technical conditions of installation, operation, maintenance and storage conditions. The requirements of delivery include the delivery note with the order number and date (see clause (2) of this article) and the ordered items pursuant to the MBB numerical series, with a list of attached documents.
- (4) The supplier shall hand over the certificates pertaining to the subject of delivery, which are specified in the contract (order) or required by legal regulations, to MBB. The certificate pursuant to this provision refers in particular to the declaration of compliance of the product, system, component, etc.

## Article 8

### Obligations of the Contractor

- (1) The file format for mutual handover of information in the form of data for computer equipment shall be stipulated based on MBB requirements. Information about the documentation provided by the supplier to MBB within performing the contract shall be compiled not only in writing, but also in the form of data files via the interface and in the formats stipulated collectively.
- (2) The supplier is obliged to procure all the permits, consents and/or authorisations or certificates from all the respective authorities and institutions of the Czech Republic, which are required to perform the delivery.
- (3) All drawings, diagrams, calculations, handbooks and other similar documentation drafted by the supplier shall be handed over to MBB for approval at the appropriate time, depending on the progress of work in performing the order. The supplier may continue performing the order based on these reference materials, unless it receives written objections or comments from MBB within two (2) business days from their handover.
- (4) If expressly agreed, the supplier shall inform MBB of its activities and procedure for fulfilling the contract and shall process and submit written reports to MBB.
- (5) The supplier is bound by instructions from MBB when determining the means of performing delivery and during its actual performance. The supplier is obliged to inform MBB of the inadequacy of instructions in writing and without undue delay. If it fails to do so, the supplier is liable also for potential defects and damage caused by performing inadequate instructions from MBB.

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- (6) The persons authorised by MBB are authorised to control the fulfilment of the supplier's obligations at any time on business days and during the usual working hours, directly at the location. The supplier is obliged to grant MBB or authorised persons the possibility to conduct an inspection of the course of performing orders and production facilities on the supplier's premises at any time at the request of MBB, directly at the supplier's registered office or at the facility where production or processing takes place.

## Article 9 Workers

- (1) In connection to performing the contract, the supplier employs only such professional employees that have adequate qualifications, experience and expertise for the correct and timely fulfilment of its contractual obligations.
- (2) The supplier shall undertake such measures at its own expense to ensure the occupational health and safety of its employees in accordance with valid regulations and binding national standards.
- (3) If the persons performing specific specialised activities are required by the legal regulations of the Czech Republic to prove their qualifications, the supplier must use persons who meet the prescribed qualifications for these activities.

## Article 10 Quality assurance • Quality

- (1) The supplier will ensure quality assurance and the fulfilment of other management processes depending on the type and scope of delivery, corresponding to the latest techniques, legal and other requirements. Upon request from MBB, the supplier is obliged to prove this fact or is obliged to allow MBB to conduct a quality audit or management system audit pursuant to clause (5) of this article. If necessary, MBB and the supplier shall conclude the respective agreement on quality assurance and the related processes.
- (2) The delivered products, components and parts used in their production must be new, unused, undamaged and made of high-quality material. If they are made based on samples, designs or drawings, they must correspond exactly to these samples or drawings.
- (3) The supplier is obliged to inform MBB of the country of origin of the used materials or part at latest before due handover of the delivery.
- (4) Throughout the warranty period, the supplier is obliged to maintain its management system minimally in the scope and quality existing at the time of concluding the contract with MBB.
- (5) *The supplier shall allow the competent state authorities and MBB or MBB customer, through their own expert employees or authorised persons, to conduct an audit of the quality management system both directly on the supplier's premises and on the premises of its subcontractors; the supplier shall ensure this right directly in the respective commercial contracts with its subcontractors. The supplier shall also create conditions for MBB, the MBB customer and respective state institutions to conduct process audits related to the fulfilment of orders at the supplier's facilities. The supplier shall also allow MBB, the MBB customer or competent state authorities to access the documentation pertaining to the performed contract. Inspections performed pursuant to this clause of the GTC do not relieve the supplier of the obligation to perform its own quality control, respectively management system, and do not relieve it of liability for defects.*

## Article 11 Delivery inspection • Liability for defects

- (1) MBB is obliged to inspect whether the delivery shows any discrepancies in quality and quantity within a reasonable deadline. Claims (see clause (2) of this article) in electronic or written form shall be sent within five (5) business days from takeover of the delivery in the case of obvious defects, or from identification in the case of hidden defects.
- (2) If MBB identifies any defects in the provided services, MBB shall compile a protocol on the defects which shall contain data about the provided delivery, person who identified the defect, date of identification, assessment of the defect performed by MBB. MBB shall deliver this protocol to the supplier without undue delay along with a request to disclose the proposed means of removing defects and rectification. In the case of a minor defect, the supplier shall respond via electronic mail immediately after its verification, at latest within five (5) days, in the case of major defects, within ten (10) days from receiving the claim, unless MBB and the supplier agree otherwise. Until the time of removing all the defects, MBB is not obliged to pay the supplier the price for defective deliveries which has not yet been paid to the supplier.
- (3) The supplier provides a warranty on the performed and handed over delivery. The supplier undertakes that the subject of the contract shall be qualified for use for the purpose stipulated in the contract or for the usual

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purpose, and shall retain the properties stipulated in the contract throughout the warranty period. If the contract does not stipulate certain properties of the delivery, with the warranty the supplier undertakes that the subject of the contract shall retain at least the usual properties throughout the warranty period.

- (4) The length of the warranty period is stipulated in the contract. If the contract or warranty certificate does not expressly stipulate the length of the warranty period, the warranty period shall be thirty-six (36) months from due takeover of the delivery.
- (5) If MBB and the supplier concluded a quality assurance agreement, the provisions of such separate agreement apply for MBB's obligation to inspect the delivery and claim defects therein.
- (6) The legal claims and rights of MBB on the grounds of substantive and legal defects in the subject of delivery are not affected by any provision of the General Purchasing Terms and Conditions. However, in the case of such liability of the supplier, MBB is authorized at its own discretion to demand that the supplier either remove the defect or deliver a new item, or perform a new specialised activity or other service, within a reasonable deadline for rectification. Within the claim to removal of defects, MBB is also entitled to determine the means of their removal. MBB expressly reserves the right to apply the claim to compensation of damages alongside the right to substitute performance, or to apply the claim to compensation of damages instead of performance, and the claim to compensation of purposefully expended costs related to the claim and removal of the defect.
- (7) The place of substitute performance is the place of original delivery, whereas the risk of damage to the goods during transport and all other costs related to substitute delivery are borne by the supplier [Art. 6 (1)].
- (8) Upon the vain passing of the stipulated reasonable deadline for rectification, MBB is authorised to remove defect itself and demand compensation of the incurred costs from the supplier.

## Article 12

### Product liability • Liability insurance

- (1) If the supplier is liable for the product defect, it is obliged to take over third-party claims to compensation of damages from MBB at its first request, if the cause is within its area of competence and area of its liability for defects. If it fails to do so, it is liable to MBB for all damages which it may incur through the application of third-party claims.
- (2) The supplier undertakes to conclude and maintain the validity of liability insurance for damages caused by products defects, with a flat-rate indemnity of CZK thirty (30) million in the case of damage to health or material damage; if MBB is entitled to higher compensation of damages, this claim shall remain unaffected by the said amount insured.

## Article 13

### Intellectual property rights • Industrial rights

- (1) The supplier is liable for ensuring that MBB shall not breach any intellectual property or other rights of third parties by using the subject of delivery from the supplier. If the supplier breaches this obligation, it is solely liable to third parties for the incurred damage and any other detrimental results.
- (2) Should any party apply its claims to MBB for reasons of breach of third-party rights, the supplier is obliged to relieve MBB of liability for these claims (e.g. by procuring and paying for the necessary license) upon first written request from MBB. If the supplier fails to fulfil these obligations, it is liable to MBB for the damages incurred as a result, including loss arising from damage to its reputation. MBB is not authorised to conclude any agreement, especially settlement agreements, with third parties without consent from the supplier.
- (3) The supplier's obligation to relieve MBB of liability or compensate the incurred damages applies to all costs or damages incurred by MBB from the application of any claims by third parties or in relation to them.
- (4) All documentation which MBB provides to the supplier in connection to the service to perform the contract remains the exclusive property of MBB. All technical or software solutions and other solutions and procedures depicted by the documentation are the subject of exclusive ownership of MBB, whereas MBB does not grant the supplier a license in relation to the said know-how, and does not provide any rights related to intellectual property.
- (5) The supplier is not authorised to publish or disclose the MBB documentation to any third party or use it in favour of any third party. The supplier is authorised to use this documentation only in connection to performing the contract. This obligation does not apply to administrative or other public authorities or institutions, if they perform legally regulated inspection or other supervision pursuant to the relevant legal regulations. Upon fulfilment of the contract or after its termination by any means, the supplier is obliged to return this documentation to MBB and destroy any potential copies (even on data carriers), which it created to perform the contract.
- (6) The supplier undertakes not to publish or otherwise disclose to third parties or use in favour of any third party any of the documentation (in particular documentation developed by the supplier for the purpose of

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performing the contract) or software, which was developed with the participation of MBB or financed or co-financed by MBB. The supplier is authorised to use this documentation or software only to perform the contract. Upon fulfilment of the contract or after its termination by any means, the supplier is obliged to hand over the documentation or software source codes to MBB free of charge, to transfer ownership rights to it and to destroy any potential copies (including data), which it created to perform the contract.

- (7) The supplier declares that any part of the delivery which is the subject of industrial or other intellectual property rights, belongs to MBB from the date of its takeover with a non-exclusive and unlimited right to their use in the broadest possible scope in accordance with the respective legislation concerning the respective type of industrial or intellectual property. The right to use these items is temporally and territorially unlimited, is transferred as a free right, a transferrable right with the right to sublicense and the right to assignment without the need for consent from the originator or owner of industrial or intellectual property. Any remuneration for the provision of these rights is included in the price of delivery.

## Article 14

### Reservation of ownership • Provision of items • Tools

- (1) If MBB provides the supplier with any parts or components to perform the delivery (for processing or reworking), it serves ownership right to them.
- (2) If the items belonging to MBB are processed so that ownership of the new item belongs to the supplier pursuant to the conditions of Section 1074, Civil Code, it applies that the supplier shall transfer the ownership right thus acquired to MBB free of charge. Until the moment of transfer, the supplier shall exercise ownership rights in favour of MBB.
- (3) Tools provided (loaned) to the supplier in order to perform the delivery shall remain the property of MBB and the supplier is obliged to use these tools exclusively to perform the contract. The supplier is obliged to take out insurance at its own expense at the replacement value of the tools owned by MBB in the case of fire, theft or damage caused by water. Furthermore, the supplier already assigns in favour of MBB all claims to indemnity from this insurance and MBB hereby accepts this assignment. The supplier is obliged to perform the necessary maintenance, inspections and all other servicing and repair of the tools at its own expense, in time and in accordance with the handbooks or other accompanying technical documentation. Potential breakdowns or defects must be reported immediately to MBB. If the supplier does not fulfil the obligations stipulated in this clause, it is liable for all damage resulting from such failure.
- (4) The supplier is obliged to inform MBB without undue delay of the inadequate nature of the items taken over from MBB to perform the contract, if the supplier was able to determine such inadequacy by exercising professional care.

## Article 15

### Trade secrets • Confidentiality

- (1) The supplier undertakes not to inform third parties about the existence and content of any contract concluded between MBB and the supplier. Without prior express consent from MBB, the supplier must not provide or disclose to third parties any information or documents pertaining to any contract between the supplier and MBB. Prior express written consent is also required for the provision of information by the supplier to its subcontractors in connection to the performance of any contract between MBB and the supplier.
- (2) All the information provided by MBB to the supplier is considered confidential and a trade secret. The supplier is obliged to keep all reference materials and information, which it receives from MBB for the purpose of performing deliveries, strictly confidential and is authorised to provide them to third parties only with express consent from MBB. The nondisclosure obligation applies also after performing the orders, and expires only once the information contained in the provided reference materials becomes generally known, but at latest upon the passing of five (5) years from the termination of the respective contract.
- (3) The supplier is authorised to list MBB as a business partner in its information and promotional materials and to use the MBB logo and trademark only with express written consent from MBB; the supplier is liable to MBB for all damage and losses arising from a breach of the scope of this authorisation.

## Article 16

### MBB's right to termination

- (1) Until the moment of takeover of the delivery, MBB is authorised to terminate the specific contract at any time without giving a reason and with immediate effect. The notice must be in writing and must refer to this clause of the GTC. In this case, the contract is terminated on the date of delivery of the notice to the supplier. In the

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case of such termination by MBB, the supplier is authorised to demand payment of the fulfilment provided until the date of terminating the contract.

- (2) The supplier is obliged to send MBB a written calculation of the costs pursuant to clause (1) of this article along with documents proving the incurring of such costs within fourteen (14) days from the date when the supplier received the notice of termination, otherwise the supplier's claim pursuant to this clause of the purchasing terms and conditions expires.

## Article 17

### Compliance with legal regulations

- (1) The supplier is obliged to not to undertake any conduct or to refrain from any conduct which could lead to prosecution due to fraud or embezzlement, insolvency offences, crimes against economic competition, provision of favours or bribery by persons employed with the supplier or other third parties. In the event of a breach of this provision, MBB is authorised to withdraw or terminate all the legal relationships existing with the supplier and to terminate all business or contractual negotiations with the supplier.
- (2) Regardless of the foregoing, the supplier is obliged to comply with all laws and regulations applicable to the supplier and its business relationship with MBB. When performing deliveries, the supplier is obliged to observe all Czech technical regulations and other regulations valid in the Czech Republic (including EU regulations), which could affect the fulfilment of the contract and bind the supplier, Czech technical standards, harmonized technical standards and the specified standards. Should the delivery include any of the items for which MBB has drafted technical standards, the supplier is obliged to observe the conditions of such relevant technical standards.
- (3) The supplier is also obliged to observe all the obligations arising from legal regulations concerning environmental protection when performing the deliveries.
- (4) The supplier declares and confirms that: a) it meets all the qualification requirements imposed by legal regulations applicable to the provision of the respective delivery; b) it maintains valid licenses, consents, permits and other authorisations required by legal regulations applicable to the provision of the respective delivery, and there is no risk that such license, consent, permit or authorisation should cease to be valid; c) no delivery and its provision to MBB is contrary to any third-party rights to patent, trademark or other intellectual property protection, commercial name or economic competition.

## Article 18

### Local jurisdiction • Governing law

- (1) The Parties agree the exclusive jurisdiction of the court at the location of the MBB registered office.
- (2) The concluded contract is governed by the laws of the Czech Republic, whereas the application of the Convention on Contracts for the International Sale of Goods (Vienna Convention) is precluded.

## Article 19

### Final Provisions

- (1) *The GTC are valid and effective for the parties starting from the delivery of the first order by MBB to the supplier [Art. 3(1)], under the condition that the text of the GTC is attached to the order or the order contains a reference to the text of these purchasing conditions posted on the MBB website (<http://mbtech.cz>); The application of Section 1753, Civil Code, is precluded.*
- (2) The relationships not regulated by these GTC shall be governed by the relevant provisions of the Civil Code. The provisions of Section 1799 and Section 1800, Civil Code, shall not apply to any contract. The contract (confirmed order) binds the legal successors of both parties. The parties are bound only by those business customs which are expressly agreed (in writing). The application of Section 558(2), Civil Code, is precluded.
- (3) Discrepant provisions contained in the contract (confirmed order) take precedence before the text of the GTC.
- (4) All notices and communications provided under the contract shall be sent via registered mail or electronic mail to the addresses and telephone number specified in the contract (order) or other addresses or telephone numbers mutually disclosed between the parties. Notices or communications sent via electronic mail in the course of performing the contract shall be considered delivered at the moment of sending, if this occurs between 9:00 and 17:00 o'clock on business days; otherwise at 9:00 o'clock on the first subsequent business day, under the condition that delivery of the message is confirmed to the sender electronically.
- (5) The parties expressly declare that for the purposes of these GTC, the requirement for written form, even if expressly prescribed by legal regulations, is met also in the case of ending a proposal, its acceptance or any other legal act via electronic mail, without the need to use a guaranteed electronic signature.
- (6) Should any provision of the contract, these GTC (or provisions that come into validity in the future) be entirely or partly legally invalid or unenforceable, or if there is a risk that its legal validity and enforceability

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shall expire, this shall not affect the validity of the remaining provisions. The foregoing applies also if it is proven that the contract (or GTC) does not contain provisions which are important for the relationship of the parties. The customary provisions for this type of contract at the time of its conclusion shall apply in lieu of the ineffective or unenforceable provision and the provision which is not contained in the contract and is important for the relationship of the parties.

- (7) References contained in the text of the GTC refer to the articles and clauses of these GTC, unless specified otherwise in the respective reference.
- (8) MBB, as the controller in the meaning of Regulation (EU) No. 2016/679 of the European Parliament and of the Council (GDPR) shall use the personal data contained in the respective contract (order) in the scope required for due fulfilment of the supplier's obligations and for the purpose of protecting the rights of MBB arising from the concluded contracts, in the necessary scope, in accordance with the standards implemented at MBB to fulfil the conditions stipulated by the GDPR.

February 2019