

## General Terms and Conditions of Purchase

("Terms and Conditions of Purchase")

of Gaudlitz Precision s.r.o.

with registered office at Borek 40, 380 01 Dačice

ID: 28061811

registered in the Commercial Register maintained by the  
Regional Court in České Budějovice, file No. C 14957;

as well as the entire GAUDLITZ Group in the Czech Republic

(hereinafter referred to as "**CUSTOMER**" or "**GAUDLITZ**")

### § 1 Scope of application

- (1) These Purchase Terms and Conditions apply exclusively to all business relationships, in particular to declarations, legal acts and contracts as well as their performance between the business partner or contractual party (hereinafter referred to as "**SUPPLIER**") and GAUDLITZ.
- (2) Deviating terms and conditions of the **SUPPLIER** are only binding if GAUDLITZ agrees to them in writing. These Conditions of Purchase shall apply even if GAUDLITZ, aware of the deviating terms, accepts the **SUPPLIER**'s performance without reservation.
- (3) Individual agreements between the **SUPPLIER** and GAUDLITZ shall prevail over these Conditions of Purchase. The written agreement with GAUDLITZ or a confirmation thereof shall be decisive for proving their content.
- (4) All legal acts, including declarations and notices, such as the setting of deadlines, reminders, statements of withdrawal and termination by the **SUPPLIER**, must be in writing.
- (5) Written form within the meaning of these Conditions of Purchase includes written and textual form (e.g. letter, e-mail, fax). The statutory formal requirements and other evidence, in particular in the event of doubt as to the declarant's authority, shall remain unaffected.
- (6) These Conditions of Purchase apply exclusively to entrepreneurs within the meaning of Section 420 of Act No. 89/2012 Coll., Civil Code, legal persons of public law or special funds of public law.
- (7) These Conditions of Purchase also apply to future transactions with the **SUPPLIER**, even if they are not expressly renegotiated.

### § 2 Contract conclusion, bids and cost estimates

- (1) The **SUPPLIER** is obliged to confirm each order in writing by GAUDLITZ within 3 working days of receipt. If he fails to do so within the aforementioned period, GAUDLITZ shall no longer be bound by his order.
- (2) All quotations and cost estimates of the **SUPPLIER** shall be prepared by the **SUPPLIER** at its own expense. By accepting the order, the **SUPPLIER** confirms that it has familiarised itself with GAUDLITZ's terms and conditions, in particular also with the currently valid and established GAUDLITZ Supplier Code of Conduct (available on GAUDLITZ's website).

### § 3 Prices, invoices and payments

- (1) Unless otherwise agreed, all prices quoted in the order are in CZK.
- (2) The price stated in GAUDLITZ's order is binding and fixed. It includes all services of the **SUPPLIER**, in particular including transport costs, insurance, customs duties and excise duties, if any.
- (3) The price also includes packaging, unless the **SUPPLIER** charges a deposit for reusable packaging. In this case, the deposit for reusable packaging shall be invoiced

separately and set off against the returned reusable packaging. GAUDLITZ shall be entitled to return the reusable packaging after the termination of the business relationship against refund of the deposit, provided that there is no significant damage to the reusable packaging.

- (4) Prices are quoted exclusive of statutory value added tax. It shall be stated separately.
- (5) Invoices are to be sent to the following contact addresses, repeating the order details: invoice\_cz@gaudlitz-group.com.
- (6) Each invoice may only relate to services from one order. GAUDLITZ shall not be liable for delays caused by non-compliance with these requirements
- (7) Payment will be made within 30 days after proper delivery to the place of performance and after the invoice has been issued.
- (8) The provisions of Article 10, paragraph 3, shall further apply to the remuneration for the granting of usage rights and any withholding taxes and surcharges.

### § 4 Delivery and transfer of risk

- (1) Deliveries shall generally be made on the Delivered Duty Paid (DDP) basis in accordance with Incoterms®, unless otherwise expressly agreed in individual cases. The place of performance for services for which acceptance takes place shall in principle be the **CUSTOMER**'s registered office. The transfer of risk then takes place at the time of acceptance.
- (2) The **SUPPLIER** is only entitled to make partial deliveries if
  - the partial delivery is usable for the **CUSTOMER** within the contractually defined purpose
  - delivery of the remaining ordered goods is assured; and
  - the **CUSTOMER** does not incur any significant additional expenses or costs as a result (unless the Seller agrees to bear such costs).
- (3) If GAUDLITZ accepts partial deliveries, the **SUPPLIER** shall bear all normal additional costs incurred thereby. GAUDLITZ shall be obliged to substantiate such additional costs by means of a verifiable invoice.
- (4) The agreed date for delivery is binding.
- (5) The **SUPPLIER** is obliged to inform GAUDLITZ immediately in writing if it becomes apparent to the **SUPPLIER** that the delivery date cannot be met.
- (6) If the **SUPPLIER** exceeds the agreed time limit, GAUDLITZ shall additionally be entitled to a contractual penalty of 0.3 % of the net order value for each working day up to a maximum of 5 % of the net order value, unless the **SUPPLIER** is not responsible for the delay. GAUDLITZ shall remain entitled to the contractual penalty even if it does not reserve it on acceptance of performance.
- (7) Shipments must be accompanied by shipping documents such as delivery notes and packing slips. Order numbers and other details from the GAUDLITZ order must be indicated on all documents. Additional costs incurred by GAUDLITZ as a result of the **SUPPLIER**'s culpable failure to comply with these provisions shall be borne by the **SUPPLIER**.

### § 5 Packaging

- (1) The **SUPPLIER** must pack the goods delivered in such a way that they are not damaged during transport. The packaging material used shall be environmentally friendly and shall only be used to the extent necessary. Title to the packaging shall pass to the **CUSTOMER**. At the request of GAUDLITZ, the **SUPPLIER** shall take back the packaging or GAUDLITZ shall dispose of the packaging at the **SUPPLIER**'s expense.
- (2) If reusable packaging owned by GAUDLITZ is used, it must be returned immediately at the request of GAUDLITZ or upon termination of the business

relationship between GAUDLITZ and the SUPPLIER. The markings on the reusable packaging and transport containers which indicate that they are the property of GAUDLITZ shall not be removed or rendered unrecognisable by the SUPPLIER.

**§ 6 retention of title, set-off, retention of title and assignment**

- (1) The delivered goods become the property of GAUDLITZ upon delivery. Any reservation of title by the SUPPLIER is hereby excluded. GAUDLITZ shall in any case be entitled to process or otherwise dispose of the delivered goods without further action, in particular without approval or notification.
- (2) If and to the extent that the SUPPLIER processes or transforms the items supplied by GAUDLITZ into new movable goods, GAUDLITZ shall be deemed to be the manufacturer. The processing or conversion is carried out on behalf of GAUDLITZ.
- (3) In the event of a merger or inseparable mixing with other items, GAUDLITZ acquires a co-ownership interest in the new item in proportion to the value of the items at the time of the merger or mixing. If such a merger or mixing takes place in such a way that the SUPPLIER's items are to be considered as the main item, the SUPPLIER shall transfer to GAUDLITZ immediately after the manufacture of the new item the co-ownership interest in the new item in the proportion of the values that the items had before the merger or mixing. GAUDLITZ accepts this transfer of co-ownership. The SUPPLIER is entitled and obliged to store the new item for GAUDLITZ. GAUDLITZ is entitled to terminate the custody relationship at any time without prior notice or reason.
- (4) Set-off and the exercise of a right of retention shall only be permissible if the SUPPLIER's counterclaim is undisputed or has been finally adjudicated. The defence against non-performance of the contract shall remain unaffected.
- (5) The SUPPLIER shall only be entitled to assign its claim against GAUDLITZ or have it enforced by third parties with the prior written consent of GAUDLITZ. The SUPPLIER is obliged to deliver the products free of liens and third-party rights and encumbrances.
- (6) GAUDLITZ is entitled to assign its claims against the SUPPLIER in whole or in part to companies of the GAUDLITZ Group. The SUPPLIER hereby assigns to GAUDLITZ its existing and future defect liability claims against its subcontractors in respect of products and services supplied to GAUDLITZ. This assignment is agreed on the condition precedent that the SUPPLIER does not fulfil its obligations in relation to GAUDLITZ's defect claims. GAUDLITZ accepts this assignment. This assignment shall not affect GAUDLITZ's defect claims against the SUPPLIER. The SUPPLIER shall, on request, provide GAUDLITZ with reasonable assistance in exercising the assigned rights.

**§ 7 Warranty, liability, recourse, independent remedy and other defects in performance**

- (1) The SUPPLIER shall be obliged to provide its performance free of defects in fact and in law and, insofar as quality is not agreed upon, in particular in accordance with the legal regulations applicable to the SUPPLIER and GAUDLITZ in each individual case and in accordance with the latest state of science and technology.
- (2) In general, the statutory provisions on defective performance shall apply.
- (3) The place of performance for the performance of obligations arising from defects shall be the place where the item is located.
- (4) At GAUDLITZ's request, performance of the defect obligations must include any dismantling and removal as well as the installation of a replacement delivery. GAUDLITZ's right to payment of the corresponding costs remains unaffected. GAUDLITZ shall be entitled to unlimited legal recourse in the supply chain. The rights of recourse also apply if the goods delivered have been

processed by GAUDLITZ or a third party.

- (5) Without prejudice to the statutory rights and the aforementioned provisions of Article 7, the following shall apply:  
 If the SUPPLIER fails to fulfil its obligation to fulfil its obligations arising from defects - at GAUDLITZ's discretion either by rectifying the defect (subsequent improvement) or by delivering a faultless object (replacement delivery) - within a reasonable period of time set by GAUDLITZ, GAUDLITZ may rectify the defect itself and demand from the SUPPLIER reimbursement of the costs necessary for this purpose or an appropriate deposit. If the SUPPLIER's fulfilment of its obligations arising from the defects has failed or is unreasonable for GAUDLITZ (e.g. due to special urgency, threat to operational safety or imminent unreasonable damage), no time limit need be set; GAUDLITZ shall inform the SUPPLIER of these circumstances without undue delay, preferably in advance.
- (6) Unauthorised partial deliveries as well as incomplete deliveries do not constitute performance, GAUDLITZ is entitled - but not obliged - to reject them and to demand full subsequent delivery.
- (7) The limitation period for GAUDLITZ's claims for defects is 36 months from the transfer of the risk, unless a longer limitation period is provided for by law. The limitation period shall be interrupted during the period between the notification of the defect by GAUDLITZ and the rectification of the defect.
- (8) Other claims of GAUDLITZ remain unaffected.

**§ 8 Tests on admission, acceptance**

- (1) GAUDLITZ is only obliged to carry out an incoming inspection of the goods with regard to obvious defects, completeness and identity of the goods delivered. These defects must be notified to the SUPPLIER within 10 working days after delivery, other defects within 5 working days after their discovery. Such notification of defects within this period shall be deemed to be timely. Notification of a defect shall in no way lead to a limitation of any rights of GAUDLITZ.
- (2) In the case of services subject to acceptance, no obligation to inspect the goods received arises.
- (3) If the SUPPLIER is obliged to carry out the work or if the parties have agreed on acceptance, GAUDLITZ shall, after delivery, installation and assembly, as well as after adequate and sufficient test operation and the performance of all ancillary services by the SUPPLIER, in particular instruction and training, be obliged to accept the delivered products complete and free of defects within four weeks after receipt of a written request for acceptance from the SUPPLIER.
- (4) The services shall be deemed to have been performed only after acceptance by GAUDLITZ. Acceptance shall take place formally within a mutually agreed acceptance period, which requires the presence of both parties.
- (5) The SUPPLIER shall provide the professional personnel required for acceptance, as well as the necessary testing, measuring and other aids, free of charge. The SUPPLIER shall provide and dispose of the necessary operating materials and aids free of charge in coordination with GAUDLITZ. Costs incurred by the parties as a result of unsuccessful acceptance attempts shall be borne by the SUPPLIER.
- (6) A record of the acceptance shall be drawn up and signed by both parties in a legally binding manner. This applies in particular also to unsuccessful takeover attempts and agreed corrections, including the time limit for rectification.
- (7) GAUDLITZ is entitled to request a trial run for a reasonable period of time. Use of the products after a reasonable and sufficient test run by the SUPPLIER shall not constitute acceptance, unless GAUDLITZ reserves the right of acceptance in writing. The use of the products does not constitute acceptance, in particular also if the use of the products is caused by distress and GAUDLITZ reserves the right of acceptance in writing.
- (8) Acceptance of the products as well as commissioning and

payment shall not constitute a waiver of defect claims by GAUDLITZ.

- (9) If the service or delivery can only be operated with the consent of an authority, public authority or association (e.g. technical inspection association, trade authority, employers' liability insurance association), this consent shall form an integral part of the acceptance. If consent is not granted or is granted late for reasons for which the SUPPLIER is responsible, the SUPPLIER shall bear all costs arising therefrom for GAUDLITZ.

#### **§ 9 Documents, confidentiality**

- (1) GAUDLITZ reserves the ownership and copyright of all documents provided in the context of the business relationship, regardless of their form. The SUPPLIER may only use them for the purposes of the business relationship. They may not be made available to third parties without the written consent of GAUDLITZ. Once the business relationship has ended or once the documents are no longer required, they must be returned without request or destroyed with the consent of GAUDLITZ. This destruction must be confirmed in writing by the Supplier at the request of Gaudlitz.
- (2) The SUPPLIER is obliged to maintain the confidentiality of all commercial, operational or technical matters of which it becomes aware in connection with the business relationship, even after the business relationship has ended, unless this information has become generally known or GAUDLITZ has waived the confidentiality in writing. These obligations are unlimited in time.
- (3) The SUPPLIER may only refer to the business relationship with GAUDLITZ with the written consent of GAUDLITZ.
- (4) If a separate confidentiality agreement is agreed between the SUPPLIER and the CUSTOMER, its provisions shall prevail over this Article 9.
- (5) The SUPPLIER must ensure that it complies with the GDPR and informs itself regularly about changes.

#### **§ 10 Usage rights, deduction of withholding tax**

- (1) The SUPPLIER assigns to GAUDLITZ the perpetual exclusive right to publish, distribute, reproduce, process and otherwise exploit all ideas, concepts, proposals and designs supplied by the SUPPLIER and commissioned by GAUDLITZ. The above rights apply to all types of use. The grant of rights under this provision expressly includes the right to transfer them to third parties.
- (2) The aforementioned grant of rights shall be compensated by payment of the respective price paid by GAUDLITZ to the SUPPLIER.
- (3) GAUDLITZ shall be entitled to withhold any withholding taxes it is required to pay, including any surcharges, if applicable. Any such withholding tax withheld shall be deemed to be a payment by GAUDLITZ to the SUPPLIER for the purposes of the business relationship. GAUDLITZ shall provide the SUPPLIER with a confirmation of the amount withheld and paid within 7 days. Withholding tax will not be withheld or will be reduced if the locally competent tax authority has issued a decision to GAUDLITZ to exempt income from withholding tax.

#### **§ 11 Product liability and information obligations**

- (1) The SUPPLIER shall indemnify GAUDLITZ in connection with all claims by third parties for damages, costs, expenses and other disadvantages arising from product defects insofar as the cause lies within its sphere of control and organisation and insofar as it is itself liable in relation to third parties.
- (2) To the extent of this obligation to indemnify, he is also obliged to pay all costs incurred by GAUDLITZ and to compensate for damages resulting from product defects or operational measures taken in connection with product defects. Operational measures include, in particular, recalls and warnings. GAUDLITZ shall inform the SUPPLIER of the content and scope of these operative measures, as far as possible and reasonable, and shall

give the SUPPLIER the opportunity to comment on them within 14 days.

- (3) The SUPPLIER undertakes to maintain product liability insurance with a minimum sum insured of CZK per claim. The SUPPLIER shall be obliged to provide written proof of the existence of the aforementioned insurance cover without delay upon the CUSTOMER's request.
- (4) Other claims of GAUDLITZ shall remain unaffected.
- (5) If GAUDLITZ has informed the SUPPLIER of the intended use of the product or service or if this intended use is recognizable to the SUPPLIER without explicit reference, the SUPPLIER shall inform GAUDLITZ immediately if the SUPPLIER's delivery or service does not correspond to this intended use and if this is recognizable to the SUPPLIER.
- (6) The SUPPLIER shall notify GAUDLITZ in writing without undue delay of any changes in the nature of the composition of the material processed or the design of the products or changes in the material of the tools. Any such change shall be the sole responsibility of the SUPPLIER and shall require the prior written consent of GAUDLITZ, unless such changes do not materially alter the product.
- (7) In particular, the SUPPLIER is obliged to inform GAUDLITZ in good time before delivery of any changes in the supplier's manufacturing processes, materials or parts for the articles of supply, relocation of production sites, changes in the procedures or equipment for testing the articles of supply or other measures that may affect the quality and/or safety of the articles of supply. Changes to the established specifications may not be made without our consent. All changes to delivery items and changes in the process chain affecting the product shall be documented in the product life cycle. This shall document, among other things, changes to drawings, deviation authorizations, process changes, changes to test methods and test frequency, changes to suppliers, supplier parts and operating materials. The product life cycle documentation must be made available to GAUDLITZ on request. In the case of products that have been approved by an initial sample inspection report (= report on the ability to mass-produce and reproduce the assembly in constant quality), the products so produced and delivered must always conform to this quality.
- (8) The SUPPLIER shall ensure that the products do not infringe any industrial property rights of third parties. The SUPPLIER shall further ensure that the products, packaging and services comply with all legal requirements applicable in the Czech Republic.
- (9) To the extent that the local market for the product is known or identifiable to the SUPPLIER, the SUPPLIER shall ensure that the products and services meet the legal requirements that apply to the product.
- (10) The SUPPLIER shall ensure that all services provided by it comply with the requirements of the relevant legislation and regulations and the guidelines of authorities, trade and professional associations, and in particular that the obligations arising from e.g. REACH or ROHS are complied with.
- (11) The SUPPLIER is obliged to indemnify GAUDLITZ against all third-party claims that are made against GAUDLITZ as a result of a breach of the provisions pursuant to clauses 11.(8), 11.(9), 11.(10), unless the SUPPLIER is not responsible for the breach of these provisions. The SUPPLIER is obliged to inform GAUDLITZ immediately in writing of any reservations it may have regarding the specific performance of the services requested by GAUDLITZ.

#### **§ 12 Compliance**

- (1) The SUPPLIER is obliged to comply with the legal provisions applicable to it, in particular the provisions on the protection of personal data, the Act on the Protection of Competition, the obligations arising from the Labour Code and the regulations on the fight against corruption and money laundering.
- (2) If there is a reasonable suspicion or if it is established that the SUPPLIER has violated the legal provisions applicable

to it, GAUDLITZ is entitled to withdraw from the contract or terminate the contract if GAUDLITZ can no longer reasonably be required to remain in the contract. GAUDLITZ's other rights, in particular the right to compensation, remain unaffected.

- (3) He must also comply with GAUDLITZ's Supplier Code of Conduct (see § 2 para. 3).
- (4) SUPPLIERS of our materials, purchased parts and packaging undertake to comply with the legal requirements and to send the following information regarding their products at least once a year in January:
  - a) REACH/SVHC declaration
  - b) conflict minerals declaration
  - c) ROHS declaration
  - d) CO2 emissions per kg or unit
  - e) carbon footprint status and current status
  - f) material certificates
  - g) safety and technical data sheets

#### **§ 13 Availability of spare parts**

- (1) The SUPPLIER is obliged to supply spare parts for the period of normal technical use, but not less than ten (10) years from the last delivery, under reasonable conditions.
- (2) In the event that the SUPPLIER ceases to supply spare parts, GAUDLITZ shall be duly and timely informed in writing and given the opportunity to place a final order on reasonable terms.
- (3) The SUPPLIER shall be liable for all costs of all kinds incurred which it has demonstrably caused.

#### **§ 14 Higher Power**

- (1) If GAUDLITZ is prevented by force majeure from fulfilling its contractual obligations, in particular from taking delivery of the products, GAUDLITZ shall be released from its obligation to perform for the duration of the impediment and for a reasonable period thereafter, without being obliged to compensate the SUPPLIER. The same shall apply if the performance of GAUDLITZ's obligations is unreasonably hindered or temporarily prevented by unforeseeable circumstances for which GAUDLITZ is not responsible, in particular labour disputes, official measures, power outages or major operational failures. This also applies if these circumstances occur while GAUDLITZ is in default of acceptance.
- (2) GAUDLITZ is entitled to withdraw from the contract if the impediment lasts for more than four months and GAUDLITZ is no longer interested in the performance of the contract as a result of the impediment. At the SUPPLIER's request, GAUDLITZ shall, after the expiry of this period, notify whether GAUDLITZ will exercise its right of withdrawal or whether it will take over the products within a reasonable period of time.

#### **§ 15 Responsibility of GAUDLITZ**

- (1) GAUDLITZ is liable for damage caused to a person's natural rights. The same applies to intent and gross negligence. GAUDLITZ is only liable for other types of negligence in the event of a breach of essential obligations which arise from the nature of the contract and which are of particular importance for the achievement of the purpose of the contract. In the event of breach of such obligations, delay and impossibility of performance, GAUDLITZ's liability is limited to such damage as can normally be expected under the contract. The mandatory statutory liability for product defects remains unaffected.
- (2) Insofar as GAUDLITZ's liability is excluded or limited, this also applies to the personal liability of GAUDLITZ's employees, agents and intermediaries.

#### **§ 16 Local jurisdiction, choice of law**

- (1) All legal relations between the SUPPLIER and GAUDLITZ shall be governed by the law of the Czech Republic, excluding the UN Convention on Contracts for the International Sale of Goods.

- (2) For all - contractual and non-contractual - disputes arising from or in connection with the contracts covered by these General Purchase Conditions, the District Court for Prague 1 or the Municipal Court in Prague shall have territorial jurisdiction, provided that it has subject matter jurisdiction according to generally binding legal regulations, unless the relevant legal regulations provide for exclusive territorial jurisdiction of another court. However, GAUDLITZ shall also be entitled to bring an action before the courts of the place of business of the SUPPLIER or other courts legally competent.

#### **§ 17 Severability Provisions**

- (1) If any provision of these Conditions of Purchase or other contracts is or becomes invalid or unenforceable in whole or in part, or a loophole is found therein, the validity of the remaining provisions shall not be affected.

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