



## GENERAL SALES TERMS AND CONDITIONS

of

**DFK Cab, s.r.o.**

### 1. Definitions:

<b>Customer</b>	Any subject (i) who has entered into a Purchase Agreement or a Framework Agreement with DFK, (ii) who has initiated negotiations with DFK regarding the Purchase Agreement or Framework Agreement whether by submitting to DFK a Purchase Order or by demonstrating any other form of interest in purchasing the Products, or (iii) with whom DFK entered into negotiations regarding the Purchase Agreement or Framework Agreement
<b>DFK</b>	DFK Cab s.r.o., ID: 04468422, registered address Pobřežní 394/12, Karlín, 186 00 Praha 8, Czech Republic
<b>Documentation</b>	Any documentation or information (technical, commercial, workshop documentation) related to Products, the DFK entity and its conduct of business
<b>Framework Agreement</b>	Any framework agreement, purchase agreement, supply agreement or any other agreement (however named) between DFK and the Customer which relates to the sale and purchase of Products and which was concluded in writing
<b>General Conditions</b>	These General Sales and Conditions of DFK
<b>Order Confirmation</b>	A document, letter, notice or message (irrespective whether named order confirmation or pro-forma invoice or otherwise and irrespective whether made electronically, in writing or otherwise) confirming the acceptance of a Purchase Order submitted by the Customer which usually includes the name of the Customer, specification of Products, purchase price, transport cost, delivery method, delivery conditions and/or other payments instructions
<b>Products</b>	Products manufactured, distributed or marketed by DFK, and, depending on the circumstances and context, also the services provided by DFK
<b>Purchase Agreement</b>	Agreement a meaning of which is provided in clause 3.3 of these General Conditions
<b>Purchase Offer</b>	Any form of Product offering presented by DFK to the Customer usually stating the name of the Customer, specification of Products and purchase Price. Marketing materials, promotion materials or general/unaddressed information relating to the Products do not constitute a Purchase Offer
<b>Purchase Order</b>	Any form of request or interest in purchasing the Products presented by the Customer to DFK

### 2. General provisions

- 2.1. These General Conditions shall apply to all present and future Purchase Orders, Purchase Agreements, Purchase Offers, appraisals or inquiries in relation to the purchase of Products.
- 2.2. DFK hereby refuses the applicability of any general or other conditions of the Customer (regardless of the name), even in the event that that such conditions are submitted or delivered to DFK in any way. DFK hereby declares that it further rejects any provision according to which



the Customer's general conditions of sale supersede these General Conditions, and further DFK hereby rejects any clause of the Customer's general conditions according to which the DFK is deemed to have tacitly accepted the rejection of these General Conditions or the application of the Customer's general condition.

- 2.3. Any derogations, modifications, supplements or exclusion of these General Conditions must be made in writing in order to be valid. Provisions of the Framework Agreements supersede the provisions of these General Conditions.
- 2.4. When DFK and Customer enter into any Purchase Agreement or other legal relationship to which these General Conditions shall apply, the Customer shall be considered to have agreed to the applicability of these General Conditions for future Purchase Agreements and any other legal relations with DFK.
- 2.5. DFK is entitled to amend these General Conditions. Such amendments shall enter into force on the effective date as notified. If the effective date has not been expressly notified to the Customer then the amendments affecting the Customer will enter into force on the date that Customer is notified or informed of such amendments.

### **3. Purchase Offers, Purchase Orders, Purchase Agreements**

- 3.1. DFK may, pursuant to an explicit request or without such request made by a Customer, present a Customer with a Purchase Offer. Purchase Offers made by DFK and submitted to the Customer shall not be binding upon DFK, unless and until a Purchase Order is submitted by the Customer to DFK and a Purchase Agreement pursuant to clause 3.3. is concluded.
- 3.2. Customer may, pursuant to a specific Purchase Offer or without such a Purchase Offer made by DFK, submit a Purchase Order to DFK. Purchase Orders are not binding upon DFK, unless and until a Purchase Agreement pursuant to clause 3.3. is concluded.
- 3.3. Any Purchase Order must be confirmed by Order Confirmation for it to become binding. Purchase Order confirmed via Order Confirmation forms a purchase agreement under which DFK commits to deliver Products specified in the Order Confirmation and the Customer commits to pay the purchase price specified in the Order Confirmation ("**Purchase Agreement**").
- 3.4. The Customer shall review the Order Confirmation and deliver DFK any objections to the Order Confirmation within 24 hours after the receipt of the Order Confirmation.
- 3.5. Purchase Agreement consists of the following documents, listed in order of precedence:
  - i. The Order Confirmation;
  - ii. Framework Agreement (if applicable);
  - iii. These General Conditions;
  - iv. Warranty Certificate;
  - v. Price list/List of Products (if applicable);
- 3.6. In the event of changes related to internal manufacturing capacities of DFK, or any other event which may affect the time of delivery or any other conditions of the Purchase Agreement ("Events"), DFK shall promptly notify the Customer of such events and inform the Customer of the consequences. DFK and the Customer shall then agree on the modification of the conditions affected by the Events. Without prejudice to the foregoing, DFK reserves the right to unilaterally cancel or modify the Purchase Agreement following any Events, should no agreement with the Customer, regarding the conditions affected by the Event, be reached. Nevertheless DFK is not entitled to unilaterally change or modify the purchase prices stipulated in the Purchase Agreement without the consent of the Customer.

### **4. Confidentiality**

- 4.1. Customer undertakes to keep strictly confidential and not to disclose or otherwise directly or indirectly, to any third party any information disclosed by DFK that is designated as confidential or that, given the nature of the information or the circumstance surrounding its disclosure, reasonably should be considered as confidential ("**Confidential Information**"). Any Documentation (of information contained therein) is considered Confidential information.
- 4.2. Clause 4.1. shall not apply to any information, which Customer can prove that:
  - i. Is or becomes public knowledge other than by breach of this section 4,
  - ii. Was in the possession of Customer without restriction in relation to disclosure before the date of disclosure by DFK,



- 4.3. The Customer undertakes to only use Confidential Information for the purposes of purchasing Products and doing business with DFK and shall not use Confidential Information for any other purposes including, but not limited to, soliciting comparable products and services from any other manufacturer or competitor of DFK.

## **5. Delivery**

- 5.1. Delivery conditions, including the time of delivery and place of delivery in relation to the Purchase Agreement, are governed by the Order Confirmation, which shall include such information. Should the Order Confirmation lack stipulated delivery conditions, or should there be any ambiguities as to the delivery conditions, EX WORKS delivery conditions shall apply.
- 5.2. DFK is entitled to make partial deliveries.

## **6. Purchase price and payment**

- 6.1. The purchase price, payment conditions and payment details of the Purchase Agreement are governed by the Order Confirmation, which shall include such information. If not stipulated or expressed otherwise, all prices are excluding VAT, other taxes, import duties, handling charges, transport costs or handling charges.
- 6.2. Price Offers and quotations are valid for 30 days upon their delivery to the Customer.
- 6.3. If not stipulated otherwise (e.g. by the Order Confirmation), payments shall be due within 30 (thirty) days of receipt of the respective Order Confirmation.
- 6.4. If Customer defaults in the payment of any sum payable under the Purchase Agreement, its liability shall be increased to include interest on such sum from the date when such payment is due until the date of actual payment at a rate 0,05% per each day. The right to collect the interest according to the foregoing sentence is excluded, should DFK default in respect to the time of delivery specified in the Order Confirmation.
- 6.5. DFK is not obliged to dispatch the Products unless and until the purchase price is paid in full by the Customer pursuant to the conclusion of the Purchase Agreement.

## **7. Inspections, transfer of ownership**

- 7.1. Following the delivery of the Products, the Customer shall check their compliance with the Purchase Agreement. In the event the Products delivered by DFK do not conform with the Purchase Agreement whether by reason of not being of the quality or in the quantity stipulated in the Purchase Agreement, the Customer shall contact DFK immediately to resolve the issue. If DFK is not informed by the Customer of the Product non-compliance/defects within 7 days after the Products delivery, the Products shall be considered to be fully delivered and fully compliant with the Purchase Agreement.
- 7.2. DFK hereby opposes to any right of inspection of the Customer which shall be made on the premises of DFK without previous consent of DFK.
- 7.3. If not stipulated otherwise, the ownership of the Products shall remain with DFK until the purchase price for the Products has been paid in full.

## **8. Warranty, limitation of liability**

- 8.1. Warranty period, warranty claims and procedure are governed by the Warranty Certificate.
- 8.2. Warranty period does not extend as consequence of (successful) warranty claim. Warranty does not cover defects which should have been identified by the Customer pursuant to the inspect described in the clause 7.1.
- 8.3. Remedies related to the warranty procedure and/or defects of the Products are limited to:
  - i. Part replacement
  - ii. Reasonable discountany other statutory remedies, even in the cases of material defects of the Products, are hereby waived by the Customer.
- 8.4. The Customer hereby agrees that the right to determine the remedy in relation to a warranty claim remains with DFK.
- 8.5. DFK is not liable for any costs or expenses undertaken by the Customer in order to remedy the defect outside the warranty procedure stipulated in the Warranty Certificate.



8.6. DFK is not liable for any indirect, incidental, consequential damages, immaterial damages or any lost profit. Any other liability of DFK is further limited by the total amount paid by the Customer to DFK for Products in the past 18 months.

**9. Force majeure**

- 9.1. Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the parties which prevents either of them from fulfilling any of their obligations. Defects in equipment or material or delays in making it available by third parties, unforeseeable volume of Purchase Orders, nationwide negative health situation (including any epidemic or pandemic situation), labor disputes or strikes shall constitute force majeure under these General Conditions.
- 9.2. If either party is faced with force majeure, it shall notify the other party without undue delay stating the nature, likely duration and foreseeable effects of force majeure.
- 9.3. Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by force majeure.

**10. Intellectual property rights**

- 10.1. Any Documentation is the proprietary, confidential and copyrighted materials of DFK. Violations of intellectual property laws are subject to injunctions, civil liability, other legal sanctions.
- 10.2. DFK alone shall own all right, title and interest, including all related intellectual property rights, in and to Products and Documentations and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by the Customer or any other party.
- 10.3. Purchase Agreement or any other contractual relationship between DFK and the Customer does not convey to the Customer any rights of ownership or license in or related to the Products or Documentation, or the intellectual property rights owned by DFK.

**11. Governing law and jurisdiction**

- 11.1. The Purchase Agreement or any other legal relationship between DFK and the Customer shall be governed by and construed in accordance with the Czech law. The United Nations Convention on Contracts for the International Sale of Goods is expressly and entirely excluded
- 11.2. The courts of the Czech Republic shall be competent courts regarding all disputes arising between the parties

**12. Effective date**

- 12.1. These General Conditions are effective as of 1 April 2021.

Received and accepted by:

Name:

Title:

Company:

Date:

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