

GENERAL TERMS AND CONDITIONS

("T&C")

GOVERNING THE RELATIONSHIP BETWEEN

- (1) **WITTIG ELECTRONIC, s.r.o.**, a limited-liability company registered in the Commercial Register administered by the Regional Court in Brno, section C, file 50288, with registered office Průmyslová 2451/4, 680 01 Boskovice, company reg. No.: 276 66 603, VAT reg. No: CZ27666603, email: info@wittig-electronic.cz ("**WITTIG ELECTRONIC**"); and
- (2) **Customers** of WITTIG ELECTRONIC, that is, parties that enter into negotiations with WITTIG ELECTRONIC regarding Goods offered by WITTIG ELECTRONIC for the purpose of entering into a purchase contract between that party as the buyer and WITTIG ELECTRONIC as the seller ("**Customer**" or "**Customers**").

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1. INTRODUCTORY PROVISIONS

The subject of these T&C is regulation of rights and obligations of WITTIG ELECTRONIC and its Customers in entering into (i) a Purchase Contract and in the performance of the Purchase Contract, or, where applicable, (ii) the Agreement to establish a stock and in the performance of the Agreement to establish a stock.

These General Terms and Conditions define and stipulate the rights and obligations of WITTIG ELECTRONIC and its Customers in connection with the sale and purchase of Goods and, where applicable, establishment of a Stock. All deliveries of products and services shall be carried out under the conditions set out in these General Terms and Conditions unless otherwise agreed between WITTIG ELECTRONIC and the particular customer.

2. DEFINITION OF TERMS

For the purposes of these T&C the following expressions shall have the meaning below:

Acknowledgement	shall have the meaning set out in Art. 4.2 of these T&C
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Agreement to establish a stock	shall mean an agreement to establish a buffer stock the content of which is set forth in Art. 8.1 of these T&C
Carrier	shall mean the party to which WITTIG ELECTRONIC handed over Goods for carriage
Delivery note	shall mean a document containing information about packaging of an Order
Documentation	shall mean <i>certificates of quality, technical specifications</i> of individual Goods or any other documents constituting conditions of proper and safe use of individual Goods, as generally communicated to the Customer in negotiating or in a Purchase Contract
Force Majeure	shall mean an accident that cannot be averted under the given circumstances despite all efforts by anyone due to its exceptional nature and unpredictability. Force Majeure shall also apply to obstacles resulting on the part of third parties that arose independently of the will of WITTIG ELECTRONIC or the Carrier and that prevent proper and timely fulfilment of obligations under a Purchase Contract

Forecast	shall mean planned consumption of goods of the Customer's choice
Goods	shall have the meaning set out in Art. 3.1 of these T&C
Handling fee	shall have the meaning set out in Art. 4.7 of these T&C
Order	shall mean the subject of purchase under a particular Purchase Contract which WITTIG ELECTRONIC sells, the Carrier transports and for which the Customer has undertaken to pay the price specified in each individual Purchase Contract
Purchase Contract	shall have the meaning set out in Art. 4.5 of these T&C
Wire transfer fee	shall have the meaning set out in Art. 4.7 of these T&C
Stock	shall mean a buffer stock further specified in Art. 8.1 of these T&C

3. GOODS

- 3.1. Goods constitute the subject of purchase and are specified in **Annex 2** to these T&C.

4. ENTERING INTO A PURCHASE CONTRACT:

- 4.1. Order/Enquiry: The Customer is the person making an enquiry, with WITTIG ELECTRONIC, for Goods in the required specifications, quality or quantity, in writing by e-mail, by telephone or other provable means. Submitting an order shall indicate that the Customer is interested in entering into a purchase contract with WITTIG ELECTRONIC. Such conduct of the

Customer (as the person making an enquiry), regardless of whether this is called an order or otherwise, is considered an expression of the Customer's will to enter into a Purchase Contract with WITTIG ELECTRONIC.

- 4.2. Draft Purchase Contract: Following its acceptance of an order as referred to in the previous paragraph, WITTIG ELECTRONIC shall prepare and send by fax or electronically to the Customer's email address (from which the enquiry was received) a message (or a document) titled Acknowledgement that shall include at least the following:

- 4.2.1 confirmation (of newly proposed) specifications of Goods being sold (type, quantity, quality, unit price, total price);
- 4.2.2 identification details of WITTIG ELECTRONIC and identification details of the Customer and, where applicable, phone, fax or email contacts;
- 4.2.3 place and date of Order delivery and, where applicable, name of the person designated to take over the Order, including their contact details;
- 4.2.4 payment terms, in particular the due date, and the total purchase price for the Goods;
- 4.2.5 an INCOTERMS clause;
- 4.2.6 date of confirmation and name of WITTIG ELECTRONIC's employee authorized for Order confirmation.

- 4.3. Where the selected INCOTERMS clause stipulates that ensuring the transport of the Order from the place of departure to the place of destination is WITTIG ELECTRONIC's obligation, the Parties agree that the choice of the mode of transport, date of dispatch of the Order and choice of Carrier shall be the WITTIG ELECTRONIC's task. WITTIG ELECTRONIC is entitled to transfer freight and packing to the Customer. WITTIG ELECTRONIC assures the Customer that

freight and transfer shall correspond to market conditions usual in that place and time.

- 4.4. Methods of draft acceptance: A Customer who has not entered into any purchase contract with WITTIG ELECTRONIC yet is obliged to confirm its acceptance of the draft Purchase Contract in the form of the Acknowledgement *explicitly*, either by email or another written form. However, for any subsequent purchases from WITTIG ELECTRONIC it shall be deemed that the Customer agrees with the Purchase Contract, the essential elements of which are contained in the Acknowledgement, also when the Customer does not send any written objections (additions, variations) to WITTIG ELECTRONIC within three (3) working days of receipt of the Acknowledgement.
- 4.5. Entering into a Purchase Contract: In the event that (i) the Customer agrees to the information stated in the Acknowledgement within three (3) working days or (ii) WITTIG ELECTRONIC does not receive any objections in writing within three (3) working days of the sending of the Acknowledgement to the Customer, the Acknowledgement shall be deemed approved and the Purchase Contract (i.e. contract the content of which is determined in the Acknowledgement) between WITTIG ELECTRONIC and the Customer shall be deemed concluded as of the fourth (4th) day after the sending of the Acknowledgement. However, in the event that within three (3) days of the sending of the Acknowledgment WITTIG ELECTRONIC receives objections from the Customer, WITTIG ELECTRONIC shall agree with the Customer on modification of contractual terms and preparation of a new Acknowledgment; the provisions of this paragraph apply accordingly to the acceptance of the newly prepared Acknowledgment and to the conclusion of an individual Purchase contract.
- 4.6. Subject of the Purchase Contract: WITTIG ELECTRONIC undertakes to deliver

Goods to the Customer based on a Purchase Contract entered into, and to transfer the ownership right to the Goods to the Customer. The Customer undertakes to take over duly and timely delivered Goods from WITTIG ELECTRONIC, and to pay the agreed price for it to WITTIG ELECTRONIC.

- 4.7. Purchase Contract terms: Unless stated otherwise in an individual Acknowledgment, the following contractual arrangements, representations and warranties are agreed with the Purchase Contract:
- 4.7.1 Goods and technical specifications: The Customer is properly acquainted with the Goods and Documentation.
- 4.7.2 Currency: The currency in which the Purchase Contract is entered into is the euro (EUR), US dollar (USD) or Czech koruna (CZK).
- 4.7.3 Handling fee: Where the price of an Order is less than EUR 500 or USD 500, the Customer shall be obliged to pay, in addition to the Order price, a handling fee of EUR 10 (if the Order price is in EUR) or USD 10 (if the Order price is in USD).
- 4.7.4 Wire transfer fee: Where the Customer pays the Order price in a different currency than the currency stipulated in the Purchase Contract, the Customer shall be obliged to pay, in addition to the Order price, a wire transfer fee for the conversion of that currency to the currency stipulated in the Purchase Price in the amount corresponding to the fee actually charged by the bank for the conversion of the payment in that foreign currency to the currency stipulated in the Purchase Contract.
- 4.7.5 Carrier and freight: Where the selected INCOTERMS clause stipulates that ensuring the transport of the Order from the place of departure to the place of destination is WITTIG

ELECTRONIC's obligation, WITTIG ELECTRONIC is obliged to ensure that an entity with sufficient experience with domestic and international transport will be selected as the Carrier and that the freight and packing will correspond to market conditions usual in that place and time.

4.7.6 Export permit: WITTIG ELECTRONIC and the Carrier shall secure at their own expense all the necessary permits required to export the Order. The Customer is obliged to provide assistance if necessary.

4.7.7 Import permit: The Customer is aware of all permits required for a due and timely delivery (import) of the Order; it has already arranged such permits. The cost and risks associated with obtaining such permits shall be borne by the Customer. The Customer shall prove the existence of any such necessary permit to WITTIG ELECTRONIC at any time upon its request.

In the event that it is impossible for the Customer to secure a permit on its behalf and at its own expense, WITTIG ELECTRONIC shall do so instead of the Customer. In such case, however, the Customer agrees to provide WITTIG ELECTRONIC with all necessary assistance and reimburse WITTIG ELECTRONIC for all associated costs.

In the event that an obligation for the Customer to produce, store or hand over any records arises from an import permit, the Customer undertakes to behave and act in accordance with (i) such permits and (ii) with legal regulations on the basis of which the permit was issued.

4.7.8 Dispatch: WITTIG ELECTRONIC undertakes to *hand over to the Carrier*, no later than on the *dispatch date* as specified in the Acknowledgment, the Order together with the Delivery note.

WITTIG ELECTRONIC further represents and assures the Customer that the products offered WITTIG ELECTRONIC are subject to the COC (Certificate of Conformity).

4.7.9 Handover and Takeover: WITTIG ELECTRONIC's obligation to deliver (hand over) an Order shall be deemed duly satisfied at the moment of handover of the Order to the Carrier no later than on the *dispatch date*, unless the INCOTERMS clause stipulates a different moment and method of handover of the Order. The Customer undertakes to ensure proper takeover of the Order from the Carrier. The Customer is obliged to ensure that **the packaging and condition of the Order (apparent defects, concealed damage) will be inspected** upon takeover of the Order from the Carrier. Where **apparent defects** are identified upon Order takeover (that is, the packaging is damaged and/or the Orders shows apparent signs of damage), the Customer is responsible for notifying WITTIG ELECTRONIC and the Carrier of that fact in writing at the time of delivery. Where **concealed damage** is identified upon Order takeover, the Customer is also obliged to inform the Carrier and WITTIG ELECTRONIC of that fact at the time of delivery and to require drawing up of a *damage report* and/or *objections*, which must be complemented with accurate and complete information with proper quantification; objections are to be dated and signed. The Customer is obliged to prove the nature and extent of the damage to the Order to the Carrier and WITTIG ELECTRONIC by providing photographic documentation (in particular, of damaged packaging, contents and lining of the Order) within two working days of the date of Order delivery. Since the Carrier has the right to check the actual state of damage to the Order, the Customer must not tamper with the damaged Order in any manner, and

is obliged to keep the Order packaging in which the Order had been delivered. For the same reason, the Customer must not dispose of the damaged Order or transport the Order to another location. In the case of damaged Orders, the Customer shall allow representatives of the Carrier's insurance company, the Carrier and WITTIG ELECTRONIC to inspect the Order. The Customer acknowledges that compliance with the aforementioned time limits for notification of apparent defects and concealed damage to the Order and fulfilment of the other aforementioned obligations of the Customer are a prerequisite for the exercise of the right of complaint with the Carrier, which has, if the conditions referred to in this paragraph are not met, the right to reject such a complaint. Should the Carrier reject a complaint due to failure to comply with the time limits for notification of apparent defects or concealed damage to the Order or for other reasons exclusively on the part of the Customer, the Customer shall not have any right for damages or any other consideration due to apparent defects or concealed damage to the Order. Where the Customer **refuses to take over the Order without stating the reason for refusal in the document designated by the Carrier** (resulting from either actual apparent defects of the Order and/or concealed damage to the Order), the Customer is obliged to pay to WITTIG ELECTRONIC under Art. 5.6 of these T&C (i) a contractual fine corresponding to the price of the Order that should have been taken over by the Customer; and (ii) compensate WITTIG ELECTRONIC for the damage incurred.

- 4.7.10 The Customer is to inspect the delivered Goods and approve the attached Delivery notes issued by WITTIG ELECTRONIC within three (3) working days. Where the Customer finds that the **delivered Goods do not match the ordered**

Goods or that the Delivery notes attached do not match, the Customer is obliged to inform WITTIG ELECTRONIC of such a fact on the date of inspection. Should the Customer fail to fulfil its obligations stipulated in this paragraph in a timely manner, WITTIG ELECTRONIC has the right to refuse the complaint.

- 4.7.11 Invoice: The Customer undertakes to pay, duly and in a timely manner, the Order price in accordance with a duly issued invoice.
- 4.7.12 Retention of title: The Customer shall become the owner of individual corporeal chattels forming the content of the Order only after it has duly paid to WITTIG ELECTRONIC the Order price stated in the invoice.
- 4.7.13 Complaints: WITTIG ELECTRONIC has a problem solving process in place that leads to identification and elimination of the causes of the problems. Following each complaint filed, WITTIG ELECTRONIC is obliged to provide information about corrective and preventive measures in the form of a report based on the **8D method** as a form of addressing problems regarding occurring non-conformities (defects) in Goods supplied. WITTIG ELECTRONIC is obliged to implement, within two (2) working days, the first four (4) steps of the 8D method and send a report to the Customer with steps 1–4 filled out. WITTIG ELECTRONIC is obliged to inform about the progress of implementation of the remaining steps in regular intervals (however, at least one (1) in two (2) weeks). WITTIG ELECTRONIC is obliged to provide the Customer with all the steps under the 8D method within three (3) months, unless agreed otherwise based on the character of the problem addressed.

5. LIABILITY FOR TRANSPORT, FOR DEFECTS AND FOR DAMAGE. EVENTS OF BREACH

- 5.1. Risk of Damage: WITTIG ELECTRONIC only bears the risk of damage to a thing (to the Order) until the moment of handing over the Order to the Carrier. From the moment of handover, the risk of damage to the Order shall be borne by the Carrier. Where WITTIG ELECTRONIC selects EXW under INCOTERMS 2010, the risk of damage to the Order shall be borne by the Customer from the moment of handover of the thing (the Order).
- 5.2. Liability of the Carrier: Where the Carrier gives rise, through its activity (or, conversely, inactivity), to a claim from liability for defects or for damage, WITTIG ELECTRONIC and the Customer are obliged to proceed in synergy towards the Carrier.
- 5.3. Force Majeure: WITTIG ELECTRONIC shall not be liable to the Customer for damage in the event that the damage occurred due to an act of Force Majeure that could not have been foreseen at the time of entering into the Purchase Contract.
- 5.4. Limitation of liability for damage: Any liability of WITTIG ELECTRONIC or the Customer shall be limited by the amount corresponding to the price of the respective Order from which or in connection with which the damage arose.
- 5.5. Events of breach: Any breach of obligations arising from these T&C shall be considered an event of breach of contractual obligations. WITTIG ELECTRONIC and the Customer expressly agree that WITTIG ELECTRONIC shall not be in default with the performance of its obligations consisting in compliance with the date of delivery of Goods stipulated in these T&C or a Purchase Contract where such a failure to comply with the date of delivery of Goods is demonstrably caused by the supplier of the Goods for WITTIG ELECTRONIC that is in default with the delivery of Goods to WITTIG ELECTRONIC. WITTIG ELECTRONIC shall not be deemed to be in default with

the delivery of Goods to the Customer for the time the supplier of the Goods to WITTIG ELECTRONIC is in default with the delivery of the Goods to WITTIG ELECTRONIC.

- 5.6. Breach by the Customer: Where the Customer breaches any of its pecuniary obligations it has under these T&C, a Purchase Contract or the Agreement to establish a stock, WITTIG ELECTRONIC shall be entitled to a contractual fine of 0.05% of the outstanding pecuniary obligation for each day of default and for each such breach. Should the Customer breach any of its obligations under these T&C, a Purchase Contract or the Agreement to establish a stock other than a pecuniary obligation, WITTIG ELECTRONIC shall be entitled to a contractual fine equalling the amount of Order (applicable to an individual Purchase Contract) or equalling the price of goods that should have been collected by the Customer from the Stock (applicable to the Agreement to establish a stock) with which the breach of other than a pecuniary obligation is associated. Where the Customer breaches any provision of these T&C, a Purchase Contract or the Agreement to establish a stock and such a fact gives rise to damage on the side of WITTIG ELECTRONIC (in particular, actual damage, loss of profit, usual damage, freight and packing, costs associated with back delivery of an Order to WITTIG ELECTRONIC in the case of unauthorized non-collection of Goods, any additional costs of freight) or to costs of advisers (legal, tax, technical), the Customer is obliged to pay such costs incurred by WITTIG ELECTRONIC in connection with such breach of the Customer's obligation towards WITTIG ELECTRONIC, upon WITTIG ELECTRONIC's request.
- 5.7. Breach by WITTIG ELECTRONIC: Should WITTIG ELECTRONIC be in default with the fulfilment of any of its obligations under these T&C, a Purchase Contract or the Agreement to establish a stock, the

Customer shall be entitled to a contractual fine of 0.05% of the price of the Order with which the breach of obligation is associated; this does not apply where WITTIG ELECTRONIC is in default due to Force Majeure.

6. PRICE AND PAYMENT TERMS

- 6.1. The price of the Goods is stated in **Annex 2** to these T&C. WITTIG ELECTRONIC and the Customer expressly agree that WITTIG ELECTRONIC is entitled to increase the price of the Goods if the price of the Goods is increased by WITTIG ELECTRONIC's supplier (the manufacturer of ordered Goods) and such an increase was not known at the time of entering into these T&C or a Purchase Contract. WITTIG ELECTRONIC may increase the price of Goods stated in **Annex 2** only by the amount corresponding to the increase in the price of the Goods demonstrably made by the supplier of the Goods for WITTIG ELECTRONIC.
- 6.2. The Customer is obliged to pay the agreed prices in the amount, manner, time and conditions as stipulated in these T&C or a Purchase Contract.
- 6.3. The price is payable based on an invoice that must contain elements pursuant to Act No. 235/2004 Coll., on Value Added Tax, as amended, and also:
- 6.3.1 information pursuant to applicable tax and accounting laws;
 - 6.3.2 the subject of performance;
 - 6.3.3 specification of the Purchase Contract;
 - 6.3.4 the due date of the invoice;
 - 6.3.5 the date of taxable supply.
- 6.4. After entering into a Purchase Contract, WITTIG ELECTRONIC is entitled to issue an advance invoice in the amount of 100% of the price referred to in Art. 6.1 of these T&C, which is payable before handover of

the Goods to the Carrier for carriage if another conditions are not agreed.

- 6.5. The Customer is obliged to pay the advance referred to in the previous paragraph to WITTIG ELECTRONIC by the due date. The advance shall be considered paid on the date of crediting the advance amount from the Customer's to WITTIG ELECTRONIC's account.
- 6.6. WITTIG ELECTRONIC shall be entitled to the payment of the total price and to issue and send an invoice after proper performance of the Purchase Contract.
- 6.7. The Customer shall pay the total price for the proper performance of the Purchase Contract to WITTIG ELECTRONIC, within the agreed time limit and in the currency stipulated in the Purchase Contract. The invoice amount shall be considered paid on the date of crediting the invoice amount from the Customer's to WITTIG ELECTRONIC's account.
- 6.8. The maturity of invoices issued by WITTIG ELECTRONIC is according to attached Purchase Order or Purchase Contract.

7. GOVERNING LAW AND DISPUTE RESOLUTION

- 7.1. Purchase Contracts and these T&C as well as the relations between WITTIG ELECTRONIC and the Customer not expressly regulated in these T&C shall be governed by Czech laws, in particular the Civil Code and other applicable legal regulations of the Czech Republic; the UN Convention on Contracts for the International Sale of Goods (Communication No. 160/1991 Coll. of the Federal Ministry of Foreign Affairs on Contracts for the International Sale of Goods) shall not apply.
- 7.2. Any disputes between WITTIG ELECTRONIC and the Customer that fail to be resolved amicably shall be resolved by the court having subject-matter and local jurisdictions according to the registered office of WITTIG ELECTRONIC.

8. BUFFER STOCK, VMI AND FORECAST

8.1. Where WITTIG ELECTRONIC and the Customer agree to establish a buffer stock, the following rules shall apply to the operation of the Stock:

8.1.1 The Stock shall be established at the address of the registered office of WITTIG ELECTRONIC and at the expense of WITTIG ELECTRONIC.

8.1.2 The Agreement to establish a stock may be entered into for 12 months. Upon expiry of 12 months, the Agreement to establish a stock may be extended for a further 12 months provided that the WITTIG ELECTRONIC and the Customer agree on any proposed changes to terms. Unless otherwise agreed by WITTIG ELECTRONIC and the Customer, agreement regarding any changes to the terms has to be reached no later than by the date of expiry of the twelfth month of the Agreement to establish a stock. Where agreement is not reached by the date of expiry of the twelfth month of the Agreement to establish a stock, the Agreement to establish a stock shall extinguish.

8.1.3 Termination of the Agreement to establish a stock: The Agreement to establish a stock may be terminated at any time of its duration by means of a written notice. A 3-month notice period commences on the first day of the month following the month in which the notice was delivered to the other Party.

8.1.4 The Customer shall express its interest in goods in the Stock and its quantities ("Buffer Forecast") in the form of written projected consumption. WITTIG ELECTRONIC shall either (i) confirm each written projected consumption of goods and send the confirmation back to the Customer, or, (ii) with regard to the schedules of manufacturers of goods the Customer is interested in, modify the projected consumption of goods

and send it to the Customer for approval. Mutually agreed goods are specified in a Buffer Stock List or a VMI List. Approval of the projected consumption of goods by WITTIG ELECTRONIC or of a modified estimate by the Customer shall determine what goods, what quantities, etc. will be kept by WITTIG ELECTRONIC in the Stock for the needs of the Customer. Approval of the projected consumption of goods by WITTIG ELECTRONIC or of a modified estimate by the Customer does not constitute a Purchase Contract.

8.1.5 WITTIG ELECTRONIC undertakes to have goods available in the Stock for the Customer as specified in the Buffer Stock List or the VMI List. Goods kept in the Stock or, specifically, their items listed in the Buffer Stock List or the VMI List shall be revised by WITTIG ELECTRONIC and the Customer quarterly. New goods may be added to a list (the Buffer Stock List or the VMI List) based on mutual agreement, or the volume of goods in a list may be increased, or a list may be changed otherwise.

8.1.6 Where the Customer insists on removal of goods designated as "Standard Parts – STD" from the Stock, WITTIG ELECTRONIC undertakes to comply with such a request without additional requirements and without WITTIG ELECTRONIC becoming entitled to any claims towards the Customer.

8.1.7 Where the Customer insists on removal of goods designated as "Non Standard Parts – NSTD" from the Stock, WITTIG ELECTRONIC undertakes to make efforts, within 3 months of delivery of a written notice by the Customer informing that the Customer does insist on having goods designated as "Non Standard Parts – NSTD" in the Stock, to sell such goods the Customer is no longer interested in to another customer or returned to the manufacturer. Where WITTIG ELECTRONIC fails to sell the goods to another customer or

return to the manufacturer in the above time limit, the Customer is obliged to collect and pay for the stock of goods designated as "Non Standard Parts – NSTD".

8.1.8 Goods designated as "NCNR Parts" are always to be collected from the Stock and paid for by the Customer.

8.1.9 Price of goods in the Buffer Stock List or the VMI List: The price of goods is valid on the date of entering into the Agreement to establish a stock. WITTIG ELECTRONIC and the Customer expressly agree that WITTIG ELECTRONIC is entitled to increase the price of the goods if the price of the goods is increased by the WITTIG ELECTRONIC's supplier (the manufacturer of goods) and such an increase was not known at the time of entering into the Agreement to establish a stock. WITTIG ELECTRONIC may increase the price of goods only by the amount corresponding to the increase in the price of the goods demonstrably made by the supplier of the goods for WITTIG ELECTRONIC. WITTIG ELECTRONIC undertakes to inform the Customer of any price increase in advance.

8.1.10 Collection of goods from the Stock by the Customer based on a Customer's Order: The maximum amount of goods for collection is listed in the Buffer Stock List or the VMI List in the Call-off Qty column. The maximum quantity of goods listed there corresponds to collection of goods made in an agreed period of time. Provisions of these T&C, in particular Art. 4 of these T&C, shall apply to the collection of goods, unless the Agreement to establish a stock provides otherwise. A prerequisite of collection of goods is an order by the Customer delivered to WITTIG ELECTRONIC pursuant to Art. 4.1 of these T&C. WITTIG ELECTRONIC shall deliver the ordered goods according to DDU (INCOTERMS 2000).

8.1.11 Mandatory collections of goods from the Stock by the Customer: Without limiting the foregoing, WITTIG ELECTRONIC and the Customer expressly agree that the Customer is obliged to collect all goods in the Stock within 6 months of the date of delivery of the goods (or their parts) to the Stock. WITTIG ELECTRONIC undertakes to invite the Customer in writing to collect the goods. Where the Customer refuses to collect the goods—Customer's inactivity / lack of response to an invitation shall also be considered a refusal of the goods—the Customer is obliged to pay to WITTIG ELECTRONIC under Art. 5.6 of these T&C (i) a contractual fine corresponding to the price of the goods that should have been collected by the Customer; and (ii) compensate WITTIG ELECTRONIC for the damage incurred.

8.1.12 In the event of termination of the Agreement to establish a stock, the Customer shall collect the goods remaining in the stock within one week of the date of termination of the Agreement to establish a stock, and pay the amount of a duly issued WITTIG ELECTRONIC's invoice corresponding to the agreed price of collected goods pursuant to this paragraph.

8.2. The Customer shall provide WITTIG ELECTRONIC, in the form of written projected consumption of goods, with information in what goods, what quantities and what timeframe the Customer will be interested in a certain time in the future ("Forecast"). Unless the Customer specifically expresses its will not to be bound by a Forecast, the Forecast will be a Binding Forecast. However, where the Customer specifically states in a Forecast that it is not bound by the Forecast, the Forecast will be a Non-binding Forecast. The following rules shall apply to Forecasts:

8.2.1 Forecast confirmation: WITTIG ELECTRONIC shall either (i) confirm each Forecast (that is, a

Binding Forecast or a Non-Binding Forecast) and send the confirmed Forecast back to the Customer, or, (ii) with regard to the schedules of manufacturers of goods the Customer is interested in, modify the Forecast and send it to the Customer for approval. For the avoidance of any doubt, WITTIG ELECTRONIC and the Customer agree that in the event of refusal of a Forecast by WITTIG ELECTRONIC or in the event of WITTIG ELECTRONIC's inactivity, a Forecast shall always be, regardless of the designation and the will of the Customer, considered a Non-binding Forecast. WITTIG ELECTRONIC is not bound by a Non-binding Forecast in any way. A Non-binding Forecast shall not give rise to any obligations of WITTIG ELECTRONIC. Neither shall a Non-binding Forecast give rise to any obligations of the Customer.

8.2.2 A Binding Forecast is binding for WITTIG ELECTRONIC and for the Customer for three (3) months of the moment of its receipt by WITTIG ELECTRONIC. Where the Customer fails to order all the goods listed in a Binding Forecast within the above time period, the Customer is to collect the goods listed in the Binding Forecast within six (6) months of receipt of the Forecast by WITTIG ELECTRONIC. Where the Customer refuses to collect the goods—Customer's inactivity / lack of response to an invitation by WITTIG ELECTRONIC to collect the goods shall also be considered a refusal of the goods—the Customer is obliged to pay to WITTIG ELECTRONIC under Art. 5.6 of these T&C (i) a contractual fine corresponding to the price of the goods that should have been collected by the Customer; and (ii) compensate WITTIG ELECTRONIC for the damage incurred.

8.2.3 A duly confirmed and approved Binding Forecast binds WITTIG ELECTRONIC to supply to the Customer, based on the

Customer's order, with goods under the conditions listed in the Binding Forecast. The Customer undertakes to order goods in quantities stipulated in the Binding Forecast. Should the Customer fail to collect the goods, the Customer undertakes to pay to WITTIG ELECTRONIC under Art. 5.6 of these T&C (i) a contractual fine corresponding to the price of the goods that should have been collected; and (ii) compensate WITTIG ELECTRONIC for the damage incurred.

8.2.4 Forecasts may be amended only by written agreement of WITTIG ELECTRONIC and the Customer.

9. OTHER AND FINAL ARRANGEMENTS

9.1. Stipulation of the right to a contractual fine shall be without prejudice to the right to damages; damages can be claimed in full. The right to a contractual fine may be exercised repeatedly.

9.2. Annexes referred to in these T&C shall form an integral part hereof.

9.3. Service and written form: A requirement for a written form is met when a text is sent to contact addresses approved by WITTIG ELECTRONIC and the Customer, using the email addresses, a postal license holder, fax or delivery in person. WITTIG ELECTRONIC and the Customer agree to preferred use of email communication. In the case of use of email communication, any act in writing shall be considered made and delivered upon its sending from the email address of one Party to the email address of the other Party. WITTIG ELECTRONIC and the Customer agree that the language of communication shall be Czech and English.

9.4. Non-assignment: WITTIG ELECTRONIC and the Customer agree that they may not, without prior written consent of the other Party, surrender, transfer or assign to any third party any of its obligations or rights (claims) arising out of these T&C, a Purchase

Contract or the Agreement to establish a stock. The aforementioned shall not apply to assignment (including partial) to subsidiaries or other companies within a holding. In such a case, the assignor is to ensure that the assignee will not surrender, transfer or further assign the obligation or right arising out of these T&C, a Purchase Contract or the Agreement to establish a stock that was the subject of the assignment to any party without prior written consent of the other Party pursuant to these T&C.

- 9.5. Non-setoff: WITTIG ELECTRONIC and the Customer agree that they may not, without prior written consent of the other Party, set off any of its claims arising out of these T&C, a Purchase Contract or the Agreement to establish a stock.
- 9.6. WITTIG ELECTRONIC and the Customer agree that they may not make any of its claims arising out of these T&C, a Purchase Contract or the Agreement to establish a stock from the other Party the subject of a lien.
- 9.7. WITTIG ELECTRONIC and the Customer agree they do not wish any rights or obligations to be inferred, beyond explicit provisions in these T&C, from the current of future practice established between WITTIG ELECTRONIC and the Customer or habits maintained in general or in the sector related to the subject of a Purchase Contract or the Agreement to establish a stock, unless WITTIG ELECTRONIC and the Customer expressly agree otherwise. In addition to the above, WITTIG ELECTRONIC and the Customer confirm that they are not aware of any trade habits or practices established between them to date. WITTIG ELECTRONIC and the Customer exclude the application of section 557 of the Civil Code to these T&C, Purchase Contracts or the Agreement to establish a stock.
- 9.8. WITTIG ELECTRONIC and the Customer agree to exclude the

application of section 1740(3) of the Civil Code stipulating that a Purchase Contract is entered into also if the expressions of will of WITTIG ELECTRONIC and of the Customer are not fully congruent.

- 9.9. Confidentiality of information: The Customer undertakes to strictly observe the confidentiality of trade information. With the exception of accounting and tax documents, as confidential information shall be considered all documents, arrangements and information communicated to the Customer in connection with entering into these T&C or a Purchase Contract or the Agreement to establish a stock or a Forecast and throughout the duration of the contractual relation with WITTIG ELECTRONIC.
- 9.10. WITTIG ELECTRONIC and the Customer are to immediately inform the other Party in writing should there be any change in the approved identification or contact details on the side of that Party or should there be circumstances that may jeopardize the performance of these T&C or a Purchase Contract or the Agreement to establish a stock. It is sufficient to communicate changes in identification or contact details by email to the other Party.
- 9.11. Omission or failure to exercise contractual rights arising out of these T&C, a Purchase Contract or the Agreement to establish a stock shall not be considered a waiver of such rights, and shall not result in extinguishment of such rights or extinguishment of the possibility to exercise such rights.
- 9.12. Customer's consent to the T&C: Unless a Purchase Contract or a particular Acknowledgement or the Agreement to establish a stock stipulates otherwise, the Customer agrees with the application of these T&C to the relationship between WITTIG ELECTRONIC and the Customer

established by the Purchase Contract and/or the Agreement to establish a stock; such consent is deemed to be expressed by sending an enquiry within the meaning of Art. 4.1 of these T&C or a Forecast within the meaning of Art. 7 of these T&C.

- 9.13. Force and Effect of the T&C, publication of the T&C: These T&C shall enter into force and effect on 1.1.2018. The T&C repeal and fully supersede any previous arrangements between WITTIG ELECTRONIC and the Customer. The T&C are published at <http://www.wittig-electronic.cz>.

Boskovice, dated [1.1.2018]

WITTIG ELECTRONIC s.r.o.

Signature: _____

Name: Daniel Ryzí

Title: Executive director