

**GENERAL TERMS AND CONDITIONS OF PURCHASE**  
**Techco-Electrics ETS s.r.o.**  
**1.2.2017**

**1. Scope**

- 1.1. These General Terms and Conditions of Purchase (also referred to as these "**Purchasing Terms and Conditions**") govern all orders and supplies of goods and services, within the scope of which Techco-Electrics ETS s.r.o. acts as the buyer or the purchaser, or, as the case may be, as the party, to which the goods or services are supplied. Techco-Electrics ETS s.r.o., hereinafter only the "**Buyer**" or the "**Purchaser**". The person, who is to supply the goods or services to the Buyer, hereinafter only the "**Seller**" or the "**Supplier**". The Buyer and the Seller are hereinafter collectively referred to as the "**Contracting Parties**" or as the "**parties**".

**2. Purchase Order and these Purchasing Terms and Conditions**

- 2.1. For this order of the Buyer, exclusively these Purchasing Terms and Conditions apply. Any deviation from these conditions may only be performed in the order or in a written agreement of the parties. The business terms and conditions of the Supplier shall not apply to this order; rejection of these Purchasing Terms and Conditions by the Seller makes the order of the Purchaser cancelled.
- 2.2. By the acceptance of the order by the Seller, these Purchasing Terms and Conditions shall become part of the respective contract concerning the supply concluded between the Buyer and the Seller. Only written orders with the signature of the person entitled to act in representation of the Buyer are binding. In case the Buyer and the Seller agree in writing in advance, the orders may be performed also in the electronic form, while such orders must have the EDI attached to them. The Buyer is entitled to change his order in writing.
- 2.3. Rejection of these Purchasing Terms and Conditions by the Seller is deemed to be cancellation of the order.
- 2.4. Complete or partial assignment of the Seller's rights and obligations ensuing from the contractual relationship with the Buyer, assignment of contracts, as well as any assignment of the Seller's receivables against the Buyer by the Seller to third parties requires previous written consent of the Buyer.

**3. Order Confirmation, General Business Terms and Conditions of the Seller**

- 3.1. The Seller, without unnecessary delay, however, within 3 working days at the latest, shall confirm or accept the order in writing. The Buyer is entitled to recall the order, namely at any time, if the recall is delivered to the Seller before the Seller sent the acceptance of the order to the Buyer.
- 3.2. If the order confirmation deviates from the actual order, the Seller must expressly inform the Buyer about this fact in writing, while he shall state expressly in such communication all the respective deviations. An order changed by the Seller is deemed to be a new offer and must be confirmed in writing by the Buyer, otherwise it is not binding. If the Seller makes an amendment, limitation, reservation, or another change to the offer, his action is also deemed a new offer and this must be accepted in writing by the Buyer. The fact that the Buyer takes over the delivered goods or services based on the order changed by the Seller does not mean acceptance of the order changes by the Buyer.
- 3.3. The general business terms and conditions of the Seller shall not be applied to the relationship between the Buyer and the Seller, unless the Buyer accepts them in writing. A reference in the order on the part of the Buyer to the offer data of the Seller does not represent acceptance of the business terms and conditions of the Seller.
- 3.4. Possible general business terms and conditions of the Seller or his subcontractors attached in paper or digital form to software products shall not be applied to the relationship between the Buyer and the Seller without previous special written consent on the part of the Buyer.

**4. Delivery Period, Delay Consequences**

- 4.1. The delivery period or the supply period begins to run on the day of delivery of the order to the Seller, unless its commencement has been expressly agreed otherwise. If no deadline has been agreed, it is necessary to deliver or supply immediately. The Seller shall deliver the goods within the delivery period or the supply period to the place of delivery stated in the order. Concerning the timely performance of supplies, the delivery to the destination determined by the Buyer is decisive, concerning the timely performance of supplies with installation or assembly and timely performance of performances, their written acceptance by the Buyer is decisive. If it is apparent, when all circumstances are taken into account, that there will be a delay in delivery on the part of the Seller, the Seller must inform the Buyer about this fact immediately, and inform the Buyer of the anticipated length of such delay. The delivery period or the supply period may be extended only with express prior written consent of the Buyer. The goods and services shall be supplied on a working day from 07:00 to 15:00, unless it is agreed otherwise.
- 4.2. The Buyer is entitled, independently of fault on the part of the Seller and independently of proof that actual damage arose, to charge a contractual penalty amounting to 0.5% of the total value of the order for every commenced day of delay in delivery. By paying the contractual penalty, the Buyer's right to damage compensation in the full amount is not affected. The Buyer is entitled to withdraw from the contract in case of a delivery delay after the expiry of an adequate additional period determined to the Seller. This applies also when the Buyer without reservations accepted the delayed partial supply. Partial supply is possible only with the prior written consent of the Buyer.

- 4.3. If it is possible to foresee already within the delivery period that the Seller cannot deliver within the contractually agreed period, the Buyer is entitled to undertake at the expense and risk of the Seller all measures to avoid the impending deadline delay, i.e. a delay on the Seller's part. The Seller is obliged to compensate to the Buyer all harm which arises to him in this connection.
- 4.4. Premature supply is only possible with prior written consent of the Buyer. In case of a premature supply, the Buyer reserves the right to charge the Seller with the resulting additional costs, such as storage and insurance costs, and to perform payment according to the agreed payment deadline. All legal consequences are governed by the agreed deadline (payment deadline, warranty, risk transfer, etc.). The Buyer is responsible for the delivery subject until the agreed delivery deadline only as a depository.
- 4.5. In case of insolvency proceedings on the side of the Seller or in case of a change in the composition of the Seller's owners, the Buyer is entitled to withdraw from the respective contract completely or partially, regardless of the procedural legal consequences. The Seller is obliged to inform the Buyer about these circumstances immediately in writing.

**5. Shipment, Delivery, Risk Transfer, Export Control, Dangerous Cargo**

- 5.1. With deliveries with installation or assembly and with deliveries of services, the risk of damage is transferred when the relevant goods and/or services are taken in, with supplies without installation or assembly, the risk of damage is transferred upon takeover by the Buyer at the agreed place.
- 5.2. Partial deliveries, additional deliveries, or undersupplies are admissible only based on express prior written consent of the Buyer. The delivery of the goods to the corresponding delivery address must be performed on the dates stated in the order for the acceptance of the goods. To all shipments, it is necessary to attach a bill of delivery with the precise statement of the contents of the supply, the net weight with individual items, and the complete order number.
- 5.3. All assignments of the Buyer concerning the manner of transport, the carrier, and transport regulations must be complied with unconditionally. If the Buyer has not prescribed the specific manner of transport, it is necessary to perform the transport as advantageously as possible from the cost standpoint. In the opposite case, all negative consequences resulting from the transport and the increased costs are born by the Seller. Additional costs connected with a possible accelerated delivery for the purpose of adhering to the delivery deadline are also born by the Seller. In case of missing or incompletely agreed payment instruments (e.g. a letter of credit), insufficient transport documents, especially in case of missing ordering data, which must be reported back, the Buyer reserves the right to reject the takeover at the expense and risk of the Seller.
- 5.4. The Seller shall pack, mark, and provide the goods for transport in the usual manner and in accordance with the legal regulations of the Czech Republic. The Seller is obliged to remove and dispose of the corresponding packaging on his own cost, in accordance with the respective legal regulations, which packaging the Buyer is entitled to return to the Seller after the delivery.
- 5.5. The Seller shall attach to the delivery the bill of delivery with all data from the order, such as the order number, part numbers, precise designation of the goods, order item, and in case of deliveries outside of the European Union countries, the customs and goods number.
- 5.6. Upon the delivery of technical equipment and instruments, it is necessary to train the operating and maintenance personnel of the Buyer, possibly the personnel of the Buyer's customer, free of charge. Furthermore, it is necessary to deliver the needed assembly plans (including all connections, possible construction necessities, etc.), data sheets, assembly manuals, processing instructions, warehouse, operating, and maintenance instructions, spare parts and wear component lists, CE declarations, possibly information on special attributes of the supply subject. Descriptions must be performed in the Czech language (also with supplies from abroad). The instructions and operating manuals must be presented in two counterparts in the Czech language and upon request of the Buyer in other languages.
- 5.7. The Seller is obliged to inform the Buyer immediately and in detail about all irregularities, especially on damage events, obstacles in packing and loading of the goods and other delays, possibly failures during transport, to request from the Buyer the respective instructions, and to take measures for minimising damage and securing the evidence on his own costs. The Seller is obliged to take all measures for preventing the creation of damage and to inform the Buyer in writing about an impending danger. The Seller is fully responsible for all damage, which arises to the Buyer in connection with the goods and its use.
- 5.8. The goods must correspond to the legal regulations and binding standards valid in the Czech Republic. The Seller is obliged to obey the regulations for transport of dangerous goods and on hazardous waste as well as special regulations on storage and operation. The Seller must familiarise himself with these regulations and standards.
- 5.9. The Seller is obliged to adhere to all applicable provisions of respective national legal regulations and international law, which are related to export control, customs or related taxes and duties, and the international commercial law, in relation to the supplied goods and provided services (hereinafter, summarily only the "INTERNATIONAL COMMERCIAL LAW"). The Seller is also obliged to procure the necessary export licences or permits, unless it is not the Seller, but the Buyer or a third subject who is obliged to request these licences or permits according to the applicable provision of the INTERNATIONAL COMMERCIAL LAW.
- 5.10. The Seller is obliged to provide the Buyer with all data and information in the written form, which are necessary so that the Buyer could comply with all applicable provisions of the INTERNATIONAL COMMERCIAL LAW,

which may relate to export, import or (in case of further sales) re-export of the corresponding products or services, immediately, however, within the determined supply deadline, at the latest. The Seller is especially obliged to provide to the Buyer for each product or service:

- "Export Control Classification Number" in accordance with "U.S. Commerce Control List" (ECCN) and if the product is subject to the "U.S. Export Administration Regulations", all the export registration numbers used, especially all AL numbers according to community regulations in case the goods are stated in Appendix No. 1 of the Council Ordinance (EC) No. 428/2009;
- The statistical number of the goods according to the current classification of the goods in accordance with the foreign trade statistics and the HS ("Harmonized System") Code;
- The country of origin (non-preferential origin), and
- If the Buyer requires: the Seller's declaration to the preferential origin of the goods (with European sellers) or preferential certificates (with non-European sellers) (Hereinafter, summarily only the "DATA").

- 5.11. In case of any changes of origin or properties of the products or services and/or changes of applicable provisions of the INTERNATIONAL COMMERCIAL LAW, the Seller is obliged to update the DATA and to provide this DATA to the Buyer in the written form immediately, however, within the determined supply deadline, at the latest. The Seller undertakes to pay to the Buyer all costs or other damage, which would arise to him due to the incompleteness or incorrectness of the provided DATA.
- 5.12. Direct supplies to the Buyer's customers must be performed with neutral packaging and neutral transport documents on behalf of the Buyer. The Buyer shall receive one copy of the transport documents.
- 5.13. All supplies of the Seller must be performed without the reservation of the ownership right or the rights of third parties. Such reservations will not be applied in the relationship between the Buyer and the Seller even without an express objection of the Buyer.
- 5.14. If the price is deemed "without packing", it is necessary to add the packing to the overhead and to show it separately. Unless expressly agreed otherwise, the Seller shall pay the value of the packaging returned by the Buyer and reusable. All damage caused by inexpert packing shall be paid by the Seller. During the supply of hazardous cargo, it is necessary to adhere to the existing legal regulations, especially the regulations on performing and marking the packaging and the transport means.

#### 6. Liability

- 6.1. Unless it is agreed otherwise in these terms and conditions or in the order, the liability of the Seller is governed by the corresponding legal regulations.
- 6.2. The Seller is obliged to have the goods insured throughout the transport time on his own costs.

#### 7. Withdrawal from Contract

- 7.1. The Buyer reserves the right to withdraw from the corresponding contract with the Seller at any time without stating a reason. In case the Seller has already carried out the delivery or another performance, it applies that the Buyer has withdrawn only concerning the unfulfilled rest of the supply, unless he communicates to the Seller that he withdraws concerning the entire supply. In case of partial withdrawal pursuant to the previous phrase, the Buyer is obliged to pay the Seller for a proportional part of the delivery or performance. The Seller is entitled to withdraw from the contract only from the reasons stipulated by the law.

#### 8. Invoice, Set-Off

- 8.1. The invoice in the form of a tax document must be sent to the Buyer with the statement of all ordering data immediately after the delivery or after the completely performed performance. The text of the invoice must be made and the invoices must be articulated so that it is possible to compare them with the order and check them easily. The invoice must contain all requisites stipulated in law for a tax document, the order number, all data about the goods in items according to the order (quantity, weight, number of pieces) with the statement of the corresponding price and the total price of the goods in the full amount and after a discount, otherwise the Buyer is entitled to return the invoice to the Seller. If the invoice is returned, a new maturity period begins to run. The Seller shall send the invoice in two counterparts to the address of the Buyer stated in the order. To the invoices for working performances or assembly it is necessary to attach the statements of worked hours confirmed by the Buyer. For goods subject to the obligation of an export permit, the invoice must contain all the necessary designations.
- 8.2. The invoice maturity is complied with, if the Buyer submits an order for a transfer of the relevant amount of money or pays the relevant amount in cash within the maturity period. The supply point for the payment is the registered office of the Buyer.
- 8.3. The Seller does not have the right to perform any set-off towards the Buyer.
- 8.4. All secondary costs and fees arisen due to the rendering of performance by the Seller are paid solely by the Seller.

#### 9. Goods Price, Terms of Payment

- 9.1. The invoice maturity period starts to run as soon as the delivery or performance performed in accordance with the contract in the full scope is taken over by the Buyer and the original of the properly issued invoice is

delivered. If the Seller should provide material tests, test reports, quality documentation, and other documents, the delivery or performance is deemed complete provided these documents are also delivered.

- 9.2. The price is determined as fixed including all costs excluding the VAT with payment within 90 days from the receipt of the invoice. The Seller shall provide a discount amounting to 3% if payment is made within 45 days from the receipt of the invoice. The Buyer may retain the payment until the removal defects, about which he informs the Seller. During the warranty period, the Buyer may claim interest-free retaining of a security up to the amount of 10% of the job value. Payment does not constitute an acknowledgement of proper performance of the delivery or performance or waiving of the rights belonging to the Buyer. Based on the giving of a bank instruction for payment on the part of the Buyer on the maturity day, at the latest, it applies that the payment was performed duly and on time. Banking fees of the recipient's bank are paid by the Seller.

#### 10. Acceptance, Defect Complaint, Liability for Defects, Liability for Product Defects, Intangible Property Rights, Quality Assurance

- 10.1. The Seller provides a warranty for goods quality lasting at least three years (in case of longer legal or contractual periods for this time). The Seller is responsible for ensuring that the workmanship, design, fitness for purpose, and technique of the goods production corresponds to the latest state of science and technology, for using only suitable and first-rate material, and for the subject of the order being suitable for the purpose of use.
- 10.2. The Buyer is entitled to claim goods defects at any time during the warranty period and may choose which claim it wishes to assert pursuant to the goods defect.
- 10.3. The Seller is responsible for the goods not having legal defects. In case of an infringement of rights of other parties in connection with the goods ordered, the Seller is obliged to do everything necessary to ensure that no claims or rights are filed or asserted against the Buyer for infringement of the rights of other parties and so that the Buyer does not suffer any harm. The Seller shall pay for any and all harm.
- 10.4. The warranty period starts to run upon the takeover of the goods by the Buyer or his customer. After removing the claimed defects, a new warranty period starts to run in the original length for the parts or part to which the complaint (claim) applied. If there is a dispute between the parties as to whether it is a warranty defect, the Seller undertakes to remove the existing defects at least temporarily on his own costs, until the question of whether it is a warranty defect, is resolved.
- 10.5. The mere takeover of the deliveries and performances, their temporary use, or the paid payments is not an expression of acceptance or waiving of the rights belonging to the Buyer. The receipt confirmations on goods takeover issued by the Buyer do not apply as a statement of the Buyer about final acceptance of the supplied goods.
- 10.6. The takeover of the goods (taking-in) and the inspection of completeness and possible obvious defects shall be performed within an adequate period after the goods delivery. If parts of the supply do not correspond to the regulations or requirements of the Buyer or to regular quality upon random inspection, the entire delivery may be rejected. The Buyer shall communicate the defects found to the Seller as soon as possible.
- 10.7. The Seller is responsible for using the best, suitable, and newly made material, expert and timely completion, suitable design, and unobjectionable assembly. The Seller is responsible for his deliveries and performances for a period of at least three years. After removing the claimed defects, a new warranty period starts to run for the replaced delivery subject or performance. The warranty obligation starts in the case of deliveries comprising installation or assembly, and in the case of performances (i.e. work), upon the takeover, and in the case of deliveries without installation or assembly upon delivery to the agreed place, and in the case of hidden defects, from the day they are discovered. With deliveries to places where the Buyer performs jobs outside his plants or shops utilising the supplied goods, the warranty period starts to run upon the supply takeover on the part of the Buyer's customer. To adhere to the warranty period, a written application from the Buyer asserting rights under defective performance is sufficient.
- 10.8. In case of engineering, consulting, software performances or performances connected with documentation, and in case of sending personnel, the Seller is liable for the correctness and completeness of his written and oral data and instructions.
- 10.9. The Seller must remove any defects which occur during the aforementioned warranty periods, on his own costs, according to the Buyer's discretion, either immediately at the site in question or must perform a new unobjectionable delivery or performance during the determined period. Upon the announcement of defects, it is necessary to specify the request for remedy at the same time. The Buyer is in any case entitled to request from the Seller compensation of all costs related to the removal of the defect, such as the disassembly and assembly costs. The costs for an investigation must always be paid to the Buyer if defects have resulted from the investigation. In case of an imminent risk in the event of delay, or for the purpose of preventing the actual risk in the event of delay, or in case of tardiness of the Seller with the removal of defects, or if the Seller refuses to remove the defects, the Buyer is entitled to have the defects removed by a third party without prior notification and without detriment to the Buyer's rights under the Seller's liability. The costs for removing such defects must be paid to the Buyer fully even when they are higher than the costs that would be incurred for the removal of the defects by the Seller.
- 10.10. The Seller is obliged to compensate all harm related to possible disputes resulting from the deliveries and related to patents, copyrights, trademark rights and protection of industrial models and claims on the part of third parties to the Buyer. Independently of other obligations, the Seller must compensate to the Buyer all

damage from possible claims on the part of third parties resulting from liability for defects in the products delivered by the Seller. The Seller is obliged to pay to the Buyer all costs which arise to the Buyer in connection with the prevention of a claim or in connection with procuring replacement supply from third parties in connection with defective performance from the Seller or in consequence of the Seller's liability for defects. The Seller undertakes to insure this risk sufficiently, namely up to the amount required by the Buyer, and that he shall document the insurance in the corresponding manner upon an invitation on the part of the Buyer.

- 10.11. The Seller undertakes for a period of 10 years from the last delivery that as far as the products delivered by him are concerned, he shall state, upon the Buyer's request, the corresponding producer, importer or subcontractor of the product immediately, however, within 2 weeks, at the latest, and shall provide the Buyer with evidence serving for preventing claims of product defect liability on the part of third parties and especially the production data and the data from which the production and delivery batches and/or the production and delivery dates result.
- 10.12. The equipment made by the Seller or products delivered by the Seller must be equipped with prescribed safety devices and must comply with valid safety regulations (with the equipment or parts of equipment especially the safety regulations valid at the installation site). It is necessary to take into consideration the current state and rules of technology regularly, it is especially necessary to adhere to the corresponding regulations of the Czech Republic and the EU.
- 10.13. The Buyer reserves the right to request a document attesting to the quality assurance system of the Seller and the documentation of quality tests as well as to perform an audit in the enterprise of the Seller at any time. The Seller shall pay to the Buyer the costs related to the audit, if a defective quality assurance system or insufficient quality test documentation is proven based on the audit.

#### 11. Provision of Material

- 11.1. The material provided to the Seller remains the property of the Buyer and must be stored, marked, and administered separately. Such material may only be used with the jobs of the Buyer. In case of damage or loss, the Seller must provide a replacement. Possible claims for damage compensation of the Seller for reason of delayed provision of material and the retaining right of the Seller in relation to the material are excluded.

#### 12. Special Provisions for Hardware and Software

- 12.1. Hardware and software always represent a single unit, unless agreed otherwise in the order.
- 12.2. Should the Seller supply software which was not developed individually for the Buyer, the Seller shall provide the Buyer free of charge with a non-exclusive license. For software which has been developed individually for the Buyer, the Seller grants the Buyer free of charge an exclusive, time unlimited license for all types of uses. Unless agreed otherwise, it is necessary to supply the current source code of the software in the current version as well. The Seller shall perform the installation of the software. After the installation, he shall hand over the data carrier to the Buyer, which can be read in the system of the Buyer, with the source code and the computer code, including the corresponding documentation (the contents and structure of the data carrier, the program, and the data flow charts, testing procedures, testing programs, error removal instructions, etc.). Besides this documentation, the Seller must provide the Buyer before the handover with detailed written user documentation in the Czech and German languages and/or the language, which the Buyer requires otherwise, namely in a sufficient number.
- 12.3. Software which has been individually created for the Buyer, shall be, in case it complies with the agreed system specification, expressly taken over based on a written takeover protocol. Possible repairs which the Seller must perform, shall be included here as well. Should the Buyer not take over the software or reject the takeover without authorisation in the course of two weeks from the Seller's announcement of readiness for takeover, the created software is deemed taken over, if it works for a period of at least four weeks during the free of charge test operation satisfactorily and without errors. In case of doubt, the aforementioned period starts to run only with the productive use by the Buyer or – in case of takeover – the productive use at the end customer of the Buyer.
- 12.4. The Seller undertakes to provide all further program versions, which contain a fix of errors (so-called "updates") to the Buyer within the warranty period free of charge. Besides that, he undertakes to provide the Buyer maintenance and software care on regular market terms for a period of at least 5 years from the takeover. Throughout the warranty period, maintenance remuneration is decreased in the corresponding manner.

#### 13. Special Provisions for Project Performances

- 13.1. All data, such as plans, drawings, and models, pass into the Buyer's ownership even in case of premature cancellation of the contract and it is necessary to give them to the Buyer upon request. The Seller shall grant the Buyer an exclusive free of charge license to use intellectual property in an unlimited scope. The Buyer is entitled, in accordance with that, to evaluate or otherwise use the plans and other data without further cooperation or further consent on the part of the Seller, namely based on the implementation of existing plans in the original or amended form.

#### 14. Drawings, Tools, Implementation Equipment, Permits

- 14.1. Drawings and technical calculations shall be delivered by the Seller free of charge in case of need. Tools, moulds, models, patterns, profiles, drawings, standards, print artwork, etc. handed over on the part of the Buyer for the purpose of performing the job remain the property of the Buyer and, as well as the objects made according to them, must not be handed over to third parties or used for other than the stipulated purposes without the prior written consent of the Buyer. Tools, moulds, etc. made on the Buyer's costs are transferred to the ownership of the Buyer after the payment.
- 14.2. All these appendices and tools in the wider sense of the word must be marked as the Buyer's property in a suitable manner and must be secured against unauthorised viewing or use as well as possibly modified or renewed. It is necessary to return them with the delivery, possibly upon the cancellation of the order. The Buyer may, with the reservation of further rights, still request their handover if the Seller breaches these obligations or if production problems arise. The retention right of the Seller is excluded in any case.
- 14.3. The Seller expressly declares that he owns all public authorizations needed for performing the agreed performances and shall present the corresponding documents to the Buyer upon request. If special official permits, registrations or take-ins are necessary for performing the works, the Seller must request them and procure them at the Seller's expense.

#### 15. Supply Site, Governing Law, Jurisdiction, Partial Ineffectiveness or Invalidity

- 15.1. The place of supply for the deliveries or performances is the agreed place, for the payments, the supply site is the registered office of the Buyer.
- 15.2. This contractual relationship is governed exclusively by the law of the Czech Republic, especially Law No. 89/2012 Coll., Civil Code, as amended, with the exclusion of such legal standards as refer to the law of other states. The use of the UN conventions on contracts of international purchase of goods is excluded.
- 15.3. All disputes arising from or in connection with these Purchasing Terms and Conditions or in connection with individual contracts concluded between the Contracting Parties shall be decided at the court having substantive and local jurisdiction over the matter.
- 15.4. Should some of the provisions of these Purchasing Terms and Conditions be or become ineffective or invalid, the remaining provisions are unaffected by that. The ineffective or invalid provision must be replaced with an effective and valid provision which approaches the economic meaning and purpose of the ineffective or invalid provision as much as possible. Contractual loopholes shall be filled in the same manner.

#### 16. Confidentiality Obligation, Data Protection

- 16.1. The Seller undertakes to keep the confidentiality of all information and facts he has learnt in connection with the job about the Buyer or the job subject, unless it is generally known. Furthermore, the Seller undertakes to keep confidential the results or partial results which he has processed when fulfilling the job from the Buyer, and he shall use them exclusively when fulfilling this job. Should the Seller utilise the services of a third party for the fulfilment of his contractual obligations, he must contractually bind that third party with the corresponding obligation to keep confidentiality.
- 16.2. The Seller's data (the data from the Trade Register, address, phone and fax number, as well as other information necessary for addressing which results from modern communication techniques, the registered offices, contact persons, goods ordered, delivery quantities) resulting from the corresponding business case shall be as a rule electronically processed only for the purposes of implementation of the contract, especially for administrative purposes and for billing. For technical reasons, the necessity of storing this data on the server of another company within the Buyer's group may occur.
- 16.3. The Seller grants his express consent for the Buyer's handing of the data stored according to the previous point for the existing order further, namely for information purposes (e.g. purchasing pooling) and within the scope of the prescribed information obligations for statistical purposes and risk management and that these companies and the Buyer send them information on the goods and performance in writing or by e-mail or contact him in another way (e.g. by phone) by themselves. Such consent may be revoked in writing or by e-mail at any time.

#### 17. Bribery Prevention

- 17.1. The Seller must inform the Buyer in writing at the latest upon presenting the offer, if the Seller or members of his business management were sentenced in a final decision for the criminal act of accepting a bribe, bribery or indirect corruption within the last 5 years from the presenting of the offer and he must inform the Buyer in writing immediately, if the Seller or members of his business management as of some date between the submission of the offer and the takeover of the deliveries/performances of the Seller pursuant to Article 10.2 were accused of the foregoing crimes. This information serves for fulfilling the requirements according to the OECD recommendations on combatting bribery.

#### 18. Environmental Protection

- 18.1. The Seller undertakes to handle waste pursuant to Law No. 185/2001 Coll. on waste, as amended. He especially undertakes to prevent the creation of waste, furthermore he is obliged to find out whether the person who hands over the waste is authorised for their takeover pursuant to that law. In case that person cannot present the authorisation, the waste must not be handed over to the person.

- 18.2. The Seller declares that he is involved in the Associated Supply System EKO-KOM and that for the packaging of the products which are the subject of the order, the service fee for securing return takeover and utilisation of the packaging waste has been paid.
- 18.3. The Seller undertakes to maintain his production equipment, machines, tools, mechanisation, and transport means in a perfect condition and thus prevent excessive pollution of the environment and possible accidents with the result of a hazardous substance leak. If the Seller uses his machines, tools, mechanisation, and transport means in the complex of the Buyer for the fulfilment of the job, he is moreover obliged to observe the information placed at the entrance into the complex and inside the complex.