

General Terms and Conditions of HOLLEN CZ s.r.o.
in the Czech Republic
valid from 1.1.2019

Article I

Introductory Provisions

- 1.1 The present General Terms and Conditions ("**GTC**") govern the relationship between **HOLLEN CZ s. r. o.**, with its Registered Office at Jiráskova 528/51, Mladá Boleslav, 293 01, the Czech Republic, Corporate ID (IČ): 28978013, VAT ID: CZ 28978013, registered in the Commercial Register maintained by Prague, Municipal Court, Section: C, Registration File No.: 157357, represented by Ing. Martin Liška, (the "**Service Provider**") and the legal entity ordering any of the services defined in Article III of these GTC (the "**Client**"), except where the Service Provider and Client concluded a separate agreement for services under which the applicability of these GTC is excluded.

Article II

Definitions of Terms

- 2.1 **Client** – legal person ordering services from the Service Provider according to these GTC.
- 2.2 **Service Provider** – legal person providing services according to these GTC (i.e. HOLLEN CZ s.r.o.).
- 2.3 **Final Customer** – legal entity for whom components being the subject matter of services provided according to these GTC are designated; Final Customer and Client may be the same legal person.
- 2.4 **Supplier** – third party supplying the Service Provider with components and parts employed in delivery of the services provided according to these GTC.
- 2.5 **Component** – component, goods, semi-product, material or any combination thereof that is the subject matter of the services provided according to these GTC.
- 2.6 **Order** – document through which the Client orders the execution of a particular task and which is prepared, delivered and signed in conformance with Article IV of these GTC. Acceptance of an Order by the Service Provider in conformance with Article IV of these GTC shall constitute a contractual relationship between the Service Provider and the Client.
- 2.7 **Contract** – a contract agreed by accepting the order on the part of the Service Provider in accordance with the GTC.
- 2.8 **Person responsible for Work Procedure** – Responsible person on Client's side (in particular Quality Department Staff) appointed for the relevant Task in the Order; Final Customer's representative may also act in such a capacity if so decided by the Client and such person's actions are directly binding for the Client under these GTC.
- 2.9 **Responsible person authorized to sign the Worksheet** – any person appointed by the Client in the Order to sign the Worksheet
- 2.10 **Quality department employee** – a person authorized by the Client specified for each Task in the Order; this person can be based on the decision of the Client also a person of the Final Customer, the acting of which obliges however according to these GTC directly the Client.

- 2.11 **Service Provider's Staff** – employees or other cooperating persons (individuals – operators of trades; legal persons) of the Service Provider or its subcontractors providing the services to the Client under these GTC on behalf of the Service Provider such as, without limitation, operators, technicians, residents, coordinators.
- 2.12 **Technician** – Service Provider's responsible person assigned to a relevant Task in the Order.
- 2.13 **Work Procedure** – written key operating document containing a detailed description of individual steps performed on Components that are the subject matter of the execution of a Task.
- 2.14 **Worksheet** – document confirming the type and scope of the provided Services and serving as the underlying document for invoicing purposes.
- 2.15 **8D** – customary procedure used in the automotive industry as a standard method for the improvement of the quality of production and for addressing assorted issues, including complaints.

Article III

Services

- 3.1 Services provided according to these GTC include, without limitation:
 - a) services in the area of assurance of the quality of production and/or processes including, in particular, inspection of Components associated with sorting activities and corrective actions and additional modifications, if any;
 - b) any other services associated with assurance of the quality of Components including, without limitation, production support, shop works, logistics and assistance services (hereafter being referred to as the "Services").
- 3.2 Particular type and scope of the provided Services are described in the contract/Order.
- 3.3 The Client recognizes his obligation to pay the Service Provider a compensation for the provided services in accordance with the GTC and the Specific Contracts/Orders.

Article IV

Placing Orders for Services

- 4.1 Services under these GTC are provided under individual contracts or specific, mutually confirmed Orders; in the case of specific Orders, a contractual relationship between the Service Provider and Client is established upon the acceptance by the Service Provider of the Client's Order made out according to these GTC by the Client. These GTC are an integral part of any contractual relationship established according to the preceding sentence.
- 4.2 Orders must be placed in writing either in documentary hard copy or electronic forms and must be delivered:
 - a) electronically (in particular by e-mail having as its attachment a scanned copy of the Order in paper form, or an electronic file signed with electronic signature allowing for clear and unambiguous identification of the person acting on behalf of the Client);
 - b) or by hand.
- 4.2.1 The following particulars must be specified in Orders:

- a) identification of the Component(s) that are to be the subject of the Services provided in execution of a particular Task,
- b) definition and description of the ordered Services, including definitions of individual quantifiable units relating to the ordered Services (such as quantity, time) as far as possible for the particular Service,
- c) identification of the place of execution of the Task
- d) specification of the date of commencement of execution of a particular Task,
- e) assignment of a specific Technician to a particular Task,
- f) specification of the price of the ordered Services;
- g) name, surname (perhaps even title/position) of the person signing the Order for the Client;

4.2.2 Orders may also contain the following information:

- a) estimated date of termination of the provision of Services;
- b) appointment of the Responsible person authorized to sign the Worksheet,
- c) appointment of the Person responsible for Work Procedure,
- d) appointment of the Client's Financial Department Officer responsible for invoicing-related matters (person competent to secure the settlement of invoices),
- e) request that the Service Provider provides specific equipment (Article 5.7 of these GTC);
- f) requirement for the form and frequency of furnishing partial Worksheets (Article 9.4 of these GTC);
- g) Work Procedure (Article 5.1 of these GTC),
- h) definition of special costs the Client will pay to the Service Provider
- i) Order Number;
- j) requirement to be provided with a hard copy of the invoice,
- k) appointment of the person to whom the electronic invoice is to be delivered
- l) other requests, conditions and arrangements, if any

4.2.3 Order (or its attachment) may also include the appointment of more than one Quality department employees or Persons responsible for Work Procedure and the assignment of individual powers/authorization resulting from these GTC to each of them (e.g. right to sign the Work Procedure or any amendments thereto, right to handle complaints, etc.).

4.3 Orders will be preferentially placed on order forms created by the Service Provider for that purpose. The Service Provider will fill in the order form according to the information and supporting documentation furnished by the Client and will subsequently send it to the Client. The Client, after filling in any missing details, will mail the signed binding Order to the Service Provider. For a contractual relationship to be established, the Service Provider must subsequently accept the Order through its signature by the Service Provider's authorized person (Article 10.2 of these GTC). Accepted Orders (just like contracts) will become binding on both Contracting Parties upon due delivery of the accepted (i.e. duly signed by both

Contracting Parties) Order by the Service Provider to the Client pursuant to Article 4.7 of these GTC.

- 4.4 Subject to its own discretion, the Service Provider may also accept Orders placed otherwise than according to Article 4.3 of these GTC (in particular orders placed on Client's own order forms), provided that such Orders will contain at least the mandatory required elements according to Article 4.2.1 of these GTC.
- 4.4.1 If, in any Order pursuant to Article 4.4 of these GTC, only the statement pursuant to Article 4.2.1 letter **Chyba! Nenašiel sa žiaden zdroj odkazov.** of these GTC is missing, the Service Provider is still authorized to accept that Order, provided that the contractual relationship established pursuant to Article 4.4 of these GTC will become valid and effective only upon delivery of additional declaration pursuant to Article 4.2.1 letter **Chyba! Nenašiel sa žiaden zdroj odkazov.** of these GTC which must be in the written form (Article 4.2 of these GTC shall apply accordingly); the Contracting Parties must make such declaration prior to commencement of the execution of the Task, otherwise no contract will be established.
- 4.5 The Client's Order will be deemed properly delivered, if delivered to the Service Provider:
- a) in documentary form in the hands of the Service Provider's authorized person (Article 10.2 of these GTC), or
 - b) by e-mail sent to the Technician's e-mail address specified in the order form the Service Provider sent to the Client or
 - c) to the same Service Provider's address from which the order form pursuant to Article 4.3 of these GTC has been sent or
 - d) in the case of an Order placed pursuant to Article 4.4 of these GTC, by e-mail sent to the address of the Service Provider's authorized person (Article 10.2 of these GTC).
- 4.6 The Accepted Order is deemed duly and properly delivered if delivered:
- a) in documentary form, in the hands of any Client's contact person, or
 - b) by e-mail sent to the e-mail address of the Client's person having signed the Order on Client's side as specified in the Order, or
 - c) by e-mail sent to Client's person defined in 10.1 of these GTC or
 - d) in the case of an Order placed pursuant to Article 4.4 of these GTC, by e-mail sent to the address from which the Order has been dispatched from the Client's side.
- 4.7 The Service Provider has no obligation to accept any binding order placed by the Client. Any binding Order not accepted and delivered to the Client within 48 hours of its delivery to the Service Provider ceases to be valid.
- 4.8 If, after the conclusion of a contract/contractual relationship pursuant to this Article, the Client places another Order for identical Services, this shall be deemed a legally non-binding order made solely for the Client's internal needs (e.g. SAP ERP) even if the Service Provider confirms such an Order; i.e. such additional Order will not amend or supersede the original contractual relationship and shall be deemed exclusively an internal document of the Client; this shall not apply in the case of explicit cancellation or explicit modification of the original Order, provided that such cancellation or modification of the Order is unambiguously, incontestably and directly stated in the later Order with a reference to the original provisions that are being cancelled/modified, or to the entire original Order identified by a concrete

date (to cancel a previous Order only a general statement to the effect that the new Order supersedes all prior agreements, or any other similar provision will not be deemed sufficient).

- 4.9 The modification of an Order may be executed in particular by placing of a new Order, the provisions of these GTC shall apply accordingly, or by an agreement of the Contracting parties on the subject of the modification. The following terms of the execution of a Task may be modified by reciprocally approved e-mail:
- a) length of a Task,
 - b) expansion of a Task to other Components,
 - c) limitation of a total volume/value of a Task, even upwards (increasing),
 - d) change/expansion of the place of execution,
 - e) change/introduction of surcharges pursuant to these GTC, that were originally excluded.
- 4.9.1 The modification of an Order shall always be recorded in writing (hard copy, email) and the subject of the change of an Order may be agreed by Client's and Service Provider's:
- a) person, who has signed the original Order,
 - b) person, who has replaced the person listed in letter a) in a position originally held by the person listed in letter a) or
 - c) person superior to persons listed in letters a) or b) (e. g. superior manager, statutory representative, etc.)
- 4.9.2 Newly agreed terms shall be applicable from the moment specified in an Order and if such moment is not specified, from Service Provider's acceptance of the Order. Unless otherwise stated in a new Order, the provisions of a previous Order shall apply on the foregoing services provided under the Task.
- 4.10 Any reference in the subsequent Articles to an Order shall be deemed reference to an Order accepted by both parties and functioning as a separate contract.

Article V

Execution of Task

- 5.1 A detailed description of the execution of each Task must be included in the Work Procedure prepared and signed jointly by a Technician and a Person responsible for Work Procedure, unless the Work Procedure has been annexed to the Order.
- 5.2 The Service Provider's responsible employee coordinates the execution of a Task according to the Work Procedure.
- 5.3 Changes in the Work Procedure, if any, must be made
- a) in the form of amendment to the Work Procedure or
 - b) by a preparation of updated full text of the Work Procedure. The change according to previous sentence must be made in a written form and shall be signed by the Technician and the Person responsible for Work Procedure. The amendment or updated full text of the Work Procedure pursuant to the first sentence must contain a description of the change and information about the precise time of its approval and/or the time when it is to become effective.

- 5.4 To ensure due and proper execution of a Task, the Service Provider undertakes to secure a sufficient number of its employees (possessing the abilities, knowledge, efficiency and skills required for the given Task) who will execute the Task.
- 5.5 The Technician is the Service Provider's responsible person for matters relating to the Task and shall, without limitation:
- a) be responsible for execution and realization of the Task,
 - b) coordinates work of other employees of the Service Provider who take part in the Task execution,
 - c) participate in preparation of the Work Procedure pursuant to these GTC and sign the same on the Service Provider's behalf (including any amendments thereto), unless set out otherwise in these GTC,
 - d) prepare Worksheets and partial Worksheets,
 - e) engage in activities comprising quality assurance for the provided Services, and in the complaint handling procedure pursuant to Article XIII of these GTC,
 - f) act as the Service Provider's point of contact for receipt of any suggestions, comments or requests relating to the Task; the Technician must receive information about any organizational changes relating to the execution of the Task , or obstacles preventing due and proper execution of any Task without delay,
 - g) contact the Person responsible for Work Procedure as and when needed, in particular for requesting any required collaboration.
- 5.6 Unless agreed otherwise between the Client and the Service Provider, the Service Provider shall secure basic equipment and accessories, tools and working material required for the execution of the Task (e.g. marking pens, stickers, identification labels, pens, sheets of paper, forms, tapes and other materials as may be required), as well as any equipment required to secure safety and protection of health at the workplace, all of the preceding in the customary scope and quantity (hereinafter jointly "Basic Work Aids").
- 5.7 The Service Provider and Client may agree that the former shall also secure other work equipment or tools, such as desks, lighting fixtures, binding devices etc. (the "Above Standard Aids"), otherwise they are to be secured by the Client. The corresponding agreement with detailed description/listing of the Above Standard Aids to be secured must be specified in the Order.

Article VI

Place of execution of Task

- 6.1 Services according to these GTC are performed mainly in the Client's premises, or in the Final Customer's premises or on the Service Provider's premises. The exact place of execution of the Task and the costs associated with such place, if any, must be specified in each of the Orders.
- 6.2 The Client is obliged to provide the Service Provider's employees involved in the performance of any particular Task with access to the place of execution of the Task, if located in the Client's, Final Customer' premises and to provide them with the required means (identification cards, chips, name tags, etc.).

- 6.3 The Client is obliged to secure appropriate premises for the performance of the Services and activities related to the performance of the Services (such as supply and removal of materials) and to equip such premises with appropriate equipment/devices allowing an efficient performance of the subject of these GTC.
- 6.4 It will be the Client's responsibility to ensure that the place of execution of the Task meets all the requirements set out in applicable legal regulations, in particular those dealing with occupational safety and health and fire protection.
- 6.5 It is the Client's obligation to explain to the Technician the internal norms regulating the occupational safety and fire protection applicable to the location where the services are provided. The Client is also obliged to introduce and explain any additional regulations that apply to the location and which must be observed during the Task fulfilment ("Internal Norms"). The Technician must be duly acquainted with the norms before the fulfilment of the first Order in the particular location starts, and consequently re-acquainted in case of any changes in the Internal Norms of the Client; this must take place without undue delay. A written record of acquaintance of the Technician with the Internal Norms is made. If no such record is made, the Service Provider bears no responsibility for breaching the respective Internal Norm(s), he has not been acquainted with in written form, in accordance with this article of the GTC.
- 6.6 Following the procedure described in article 6.5 of these GTC, it is the Technician's duty to share the Internal Norms with all collaborating staff providing the services at the location. The Internal Norms must be passed to the respective staff member before he starts working at the location. The provisions of Articles 6.5 and 6.6 also apply to any changes of the Internal Norms.
- 6.7 The Service Provider is responsible for securing the observance of the Internal Norms by his employees with which the Technician has duly been acquainted in accordance with the Article 6.5 of the GTC.

Article VII

Time of Execution of Task

- 7.1 The Service Provider undertakes to secure that the execution of any Task will commence at the time agreed upon in the Order, otherwise in the customary time, considering the location and accessibility of the place of execution of the Task.
 - 7.1.1 Compliance of the Service Provider with the time of commencement of execution of the Task is conditional upon receiving the required collaboration to be provided by the Client pursuant to Article VIII of these GTC.
- 7.2 The Duration of the performance of Services in hours will be continuously recorded in the Worksheet prepared by the Technician of the Service Provider and confirmed by the Responsible person authorized by the Client to sign the Worksheet. (Article 9.3 of these GTC); the provision of Article 10.5 these GTC is not affected by this procedure.
- 7.3 The Duration of the performance of Services is to be recorded in the Worksheet which will also include the time required for:
 - a) management and execution of logistics operations,

- b) packaging and associated organisational arrangements (e.g. ensuring compliance with the packaging regulation),
- c) informing the Technician and other Service Provider's staff with internal regulations effective in a place of execution of the Task and possible changes of these regulations,
- d) idle times not caused by Service Provider's staff,
- e) periods of time corresponding to duration of statutory breaks (e.g. lunch breaks),
- f) time required for organizational arrangements in support of Tasks (including meetings with departments for the purpose of execution of the Task),
- g) preparation of partial Worksheets (Article 9.4 of these GTC), reports and final documentation for any Task,
- h) provision of photo documentation (e.g. in order to record the quality of controlled Components or other parts).

Article VIII

Client's Collaboration

- 8.1 The Client is required to provide all the collaboration required for the execution of any Task to the Service Provider without limitation, such as:
- a) to provide all specialized technical information that may be required for due and proper performance of Services;
 - b) to provide the Components that are to be the subject of the Services and/or to provide access to such Components;
 - c) to provide access to the place of execution of the Task;
 - d) to secure work ambience that is in conformance with the applicable legal regulations dealing with occupational safety and health;
 - e) to give any required additional instructions and clarifications of requirements relating to any particular Task;
 - f) to secure work aids, tools and other equipment not provided by the Service Provider;
 - g) to provide additional collaboration required under the provisions of these GTC (e.g. Articles 5.1, 6.3, 7.2);
 - h) to provide any collaboration, in particular as and when requested.
- 8.2 If the Client fails to provide the required collaboration pursuant to the preceding section, the Service Provider will be entitled to discontinue the performance of Services.
- 8.3 If the provision of Services is discontinued due to failure of the Client to provide the required collaboration, the Service Provider will not be deemed defaulting with the provision of Services while collaboration pursuant to Article 8.2 of these GTC is not being provided, and will not be liable for any damage occurring in causal relationship with such discontinuation; in such a case, the duration of discontinuation of the performance of services is deemed idle time not caused by the Service Provider's employees pursuant to Article 7.3 letter d of these GTC. For this idle time the Service Provider is entitled to compensation in full amount as if there has no such idle time been.
- 8.4 If the Client does not specify any Financial Department Officer responsible for invoicing-related matters in the Order, the Client will have the obligation to notify such staff member to the Service Provider in a provable manner within 10 days after signing of the Order.

- 8.5 The provisions of this Article shall also apply accordingly to the Final Customer (eventually also to other third party), if any Task is executed either on the Final Customer's premises or with the involvement of Components in the possession of the Final Customer; in such cases, the Client will be required to secure the Final Customer's (or other third party's) collaboration in the required extent (in particular according to the provisions of this Article) and will be liable for any non-collaboration by the Final Customer as if the collaboration had been refused by the Client itself.
- 8.6 The Client shall inform the Service Provider in a specific and demonstrable way (for instance in the Order, Work Procedure, etc.) that a Task concerns the Components, which in the automotive industry are regarded as safety components or components with special features (e.g. safety features), usually distinctively labeled or labeled in a documentation i. e. D/TLD-characteristics or ESD (hereafter as "Safety Component") and take this situation into account in the Work Procedure, so that the Work Procedure would correspond to the fact that the Safety Component is being handled. If the Client fails to inform the Service Provider, the component shall not be considered a safety component for the purpose of the Task and the Service Provider shall not be liable for the consequences that may arise (i. e. improper handling or storage) and the Client is not entitled to set up any claim(s) originating from or related to the fact that the Component has actually been a Safety Component. The Client shall be solely liable for the deficiencies in the Work Procedure related to the handling of the Safety Component.

Article IX

Worksheet and Partial Worksheets

- 9.1 The Technician will prepare a Worksheet concerning the provided Services.
- 9.1.1 The Worksheet must include the number of hours of performance of Services by all Service Provider's staff or the number of other measurable units quantifying the provision of Services, as long as these were defined in the Order (Article 4.2.1 letter b) of these GTC.
- 9.1.2 The Worksheet may also include:
- a) a list and quantities of Components that were the subject of Services and/or type of the provided Services,
 - b) information about the number of identified faulty Components, and the number of repaired Components,
 - c) number of Service Provider's staff involved in the performance of Services,
 - d) remuneration for the provided Services,
 - e) other facts/information as may be demonstrably agreed upon between the Technician and the Person responsible for Work Procedure or the Responsible person authorized to sign the Worksheet.
- 9.2 The Worksheet will be prepared after the execution of a Task or upon termination of a complete period (e.g. a week, 2 weeks period or a month, especially if the execution of a Task extends beyond 14 days). The Service Provider shall determine the frequency of preparation of the Worksheets, unless it is stated in the Order. Subject to demonstrable

agreement between the Client and Service Provider, Worksheets may also be prepared at other mutually agreed times.

- 9.3 Worksheets confirmed by the Responsible person authorized to sign the Worksheet (Article 4.2.2 letter d of these GTC) shall serve as the underlying document for invoicing purposes; if the Client named no such person in the Order, the person referred to in Article 10.5 of these GTC shall confirm the Worksheet by signature. The Client's person confirming the Worksheet shall also state his/her name, surname and position and/or title opposite to his/her signature. The Client's person that is supposed to confirm a Worksheet prepared by the Service Provider according to the Client's internal distribution of powers shall either confirm, or comment on the Worksheet within three (3) days after the date of receipt of the Worksheet by the Client and shall do so either by means of electronic message, letter. If the Client provides no comment(s) on the Worksheet, the Worksheet is deemed approved also if it has not been approved at all in the above period (i.e. fiction of approval will apply). Worksheets will also be deemed approved if the Service Provider duly incorporates all the Client's comments, such approval taking effect upon dispatching the revised new Worksheet.
- 9.4 Upon the Client's request, the Service Provider may also prepare partial Worksheets containing data as requested by the Client and will be prepared in a form and/or at times as requested by the Client; nonetheless, the Service Provider will have the obligation to prepare partial Worksheets only if this is requested in the Order (Article 4.2.2 letter f) of these GTC). Partial Worksheets shall not serve as underlying documents for invoicing purposes and serve only for the Client's needs.

Article X

Authorized Persons

- 10.1 The following persons on the Client side are authorized to issue and sign orders:
- a) Statutory representative or a designated Chief Clerk of the Client,
 - b) A person with written authorization issued by a person from section a); the Client must provide the authorization to the Service Provider;
 - c) Other staff of the Client's functional departments (e.g. Logistics, Quality, Development, Purchasing and others) which are individually designated to perform this Task by the Client.
- 10.2 The Service Provider's persons authorized to sign Orders are:
- a) Service Provider's Statutory Representative(s),
 - b) Service Provider's Chief Clerk, if appointed;
 - c) Head of the Service Provider's branch,
 - d) Technicians, each of them individually.
- 10.3 Each of the contracting parties can, by means of unilateral written notice signed by the statutory representative of the notifying party, provide a list of Authorized Persons different from Paragraphs 10.1 and 10.2, respectively. The change is effective with the delivery of the notice and a specific amendment of the GTC is not required.
- 10.4 If the Client's Order does not designate a particular employee of the Quality Department as a person responsible for a Work Procedure, the authorization to act on behalf of the Client is

provided to all staff working on the Client side (above all Client's employees or collaborating persons); this may include the Final Customer or another third person on the Client side, provided that such a third person participates in the Task actively (e. g. cooperation) or passively (e.g. control, handover). The rank of such employee must be equivalent or higher to the employee responsible for quality. The Service Provider has no obligation to examine authorization limits of the Client staff, therefore the actions of the staff are in their full extent binding for the Client. The only exception is when the Service Provider was demonstrably aware that a staff member is exceeding the authorization limits, but failed to report this situation to the Client without undue delay.

10.4.1 The Client has the right to notify to the Service Provider, at any time and in a provable manner, the missing contact information pertaining to the Person responsible for Work Procedure, as well as to notify any changes in such information; The identity of the person making the notification on behalf of the Client must be clearly stated in the notification.

10.5 The provisions of Article 10.4 of these GTC shall also apply accordingly to the Responsible person on the side of the Client authorized to sign Worksheets (Article 4.2.2 letter b) of these GTC) if not named in the Order.

Article XI

Compensation for Provided Services

11.1 For the provided Services, the Client undertakes to pay the Service Provider a compensation at an amount as agreed upon in the Order with potential surcharges and costs resulting from these GTC, unless otherwise agreed in the Order.

11.2 VAT at the statutory rate will be added to the compensation. Compensation will be invoiced according to the actual number of hours and/or other quantifiable units (Article 4.2.1 letter b) of these GTC) at which the Services were provided and as specified in a confirmed Worksheet in conformance with the provisions of this Article.

11.3 Surcharges to the basic hourly remuneration as agreed in an Order for Services performed:

a) at night-time	25%,
b) on Saturdays (00.00 h – 24.00 h)	50%,
c) on Sundays and other non-working days e.g. public holidays (00.00 h – 24.00 h)	100%.

The following time periods of a week shall be deemed to be at night time – Mon.: 00.00 – 06.00 h; 22.00 – 06.00 h of the next day, Tu. – Th.: 22.00 – 06.00 h of the next day, Fri.: 22.00 – 24.00 h.

The Service Provider is entitled to surcharges according to this Section also in the absence of specific agreement to that effect in an Order. If the surcharges are agreed in an Order in a different amount or are excluded, the provisions of the Order shall apply. If any of the time periods falls within several surcharges pursuant to letter a) – c) of this Article (e.g. public holidays on Saturday), surcharges shall be paid only once at a higher rate.

11.4 In addition to the compensation for performed Services, the Client will be required to compensate the Service Provider for specific costs, if any, as agreed in an Order.

Article XII

Terms of Payment, Invoicing and Sanctions

- 12.1 Compensation for the provided Services will be payable under invoices the Service Provider will make out according to Orders and/or Worksheets:
- a) upon the execution of a Task, or
 - b) after the end of any given month for Services provided in that month, or
 - c) after the end of a calendar week if the amount of compensation for Services performed in that calendar week exceeds EUR 2,000.-.
- 12.2 Invoices will be due and payable within 14 days after the date of their delivery to the Client, unless a different maturity date is specified in the invoice. If a maturity date earlier than that set out in this Section is specified in any invoice, the maturity specified in this Section will be decisive in the case of the Client's delay in settlement of an invoice.
- 12.3 By placing an Order with the Service Provider (Article IV of these GTC), the Client consents to making out its invoice in an electronic form. However, the Service Provider is entitled to send an invoice in a paper form instead of an electronic form, in particular if the Service Provider does not have an e-mail address for the delivery of electronic invoices.
- 12.3.1 The Service Provider will mail invoices preferably to the Client's person having placed the Order, or to the person the Client named in the Order; nonetheless, invoices may be mailed also to the Client's general e-mail address as known to the Service Provider or as specified on the Client's web page, in particular if the invoice is returned as undelivered from the addresses referred to in the first part of the sentence before the semicolon, or if no notification confirming the receipt is returned from such addresses.
- 12.4 Invoices must comply with all the requirements for a tax invoice, they must be made out in conformance with the provisions of these GTC and must be properly delivered to the Client.
- 12.5 Invoices must be accompanied with copies of relevant Worksheets confirmed according to the provisions of these GTC evidencing the legitimacy of invoicing.
- 12.6 The Client, if delaying in the settlement of any invoice, will be required to pay to the Service Provider a statutory late payment interest of the invoiced amount for each started day of delay.

Article XIII

Guarantee of Quality and Liability for Defects

- 13.1 The Service Provider holds Integrated Management System Certificates ISO 9001:2015, ISO 14001:2015, and BS OHSAS 18001:2007, that are a guarantee of the quality of the provided Services. The Service Provider undertakes to perform Services with due professional care and at a quality guaranteed under the above Certificates.
- 13.2 To ensure proper quality of Services, the Service Provider undertakes to carry out continuous monitoring of the Services and if any obstacles on the Client's side hindering the achievement of the proper quality of the provided Services are identified, the Service Provider shall notify without delay such fact (primarily through the Technician) to the Person responsible for Work Procedure ; if the Technician conveys such information verbally, he will be required to re-send the information to the Person responsible for Work Procedure by e-

mail, if the required contact information is specified in the Order or notified by the Client to the Service Provider pursuant to Article 10.4.1 of these GTC. The Person responsible for Work Procedure will also be authorized to monitor the quality of the provided Services; if doubts about the quality of the provided Services arise, the Person responsible for Work Procedure will notify such fact without delay to the Technician. The Technician, after having consulted and confirmed such doubts concerning the quality of the provided Services with the Person responsible for Work Procedure may order a repeated check of the quality of the Components associated with removal of the identified defects, if any, whereof a written record will be prepared to be signed by the Technician and the Person responsible for Work Procedure. If the repeated check of quality reveals faulty performance of Services, the Service Provider will not be entitled to any compensation for the time corresponding to the duration of the repeated check. If no faulty performance is revealed by the repeated check, the time corresponding to the duration of the repeated check recorded in a Worksheet will be deemed time of provision of Services for which the Service Provider will be entitled to a compensation in the same amount as for the provision of Services according to the relevant Order in line with the provisions of these GTC.

- 13.3 If it is revealed after the Services will have been performed, and in any case during the first incorporation of Components into relevant equipment whose first direct part is a Component (such as a larger component, system component, module, integrated module, automobile, etc.) at the latest, that the Services have not been provided at the guaranteed quality, the Client will be required to notify the identified defects in the provided Services in writing and demonstrably to the Service Provider (the "Complaint") without undue delay and in any case within 2 days after the Client has become aware of the relevant defect, otherwise the Client's right to enforce any claim(s) under the liability for defects in the provided Services will cease to exist after the lapse of the above period. Notwithstanding the foregoing, the right to make a Complaint will cease to exist in any case after 6 months after the provision of Services to which the Complaint relates. Failure to make a Complaint in accordance with this Article relieves the Service Provider from liability for any damage preventable (at least theoretically) by making the Complaint and its processing by the Service Provider.
- 13.4 The Service Provider will not be liable for defects occurring as a result of:
- a) improper or incorrect handling of the subject of performance of Service by a person other than the Service Provider after the Service has been performed,
 - b) the fact that the Service Provider marked the subject of Services, or any of its part, as unfit for use and/or not meeting the requirements resulting from the Work Procedure and the Client (or a Client's person, such as the Final Customer) has released such item for subsequent use and/or in further circulation despite such fact,
 - c) defects/insufficiencies in the Work Procedure which, nonetheless, have been approved by the Client,
 - d) hidden defects according to the Civil Code
 - e) non-compliance with obligation to label the Component as a Safety Component pursuant to Article 8.6 of these GTC,

f) a Force Majeure event; for the purposes of these GTC, a Force Majeure event is deemed (without limitation) a war, invasion, acts of foreign adversary, foreign adverse acts, civil war, mutiny, acts of civil disobedience, consequences of military or usurping powers, confiscation or nationalization, industrial incidents, natural disasters, protracted power failures, crisis and/or other emergency circumstance(s); however, events such as, without limitation, shortage of qualified labour force, non-performance of obligations by persons cooperating with the Contracting Parties, unfavourable economic situation of a Contracting Party will not be deemed Force Majeure events.

13.5 The Client will be required to provide the Service Provider with all the necessary collaboration (particularly, but not limited to the Service Provider's request) required in the process of verification of a Complaint; in particular, the Client is required to provide photographic evidence, background documentation, records of communication, data held by the Client or Final Customer and relating, or that may be relating to the Complaint and/or the Service being the subject matter of the Complaint.

13.5.1 Breach of the obligation of the Client referred to in Article 13.5 of these GTC will result in voiding of any entitlements under defects about which the Complaint has been made.

13.6 The processing of any Complaint must commence without undue delay after its placing and not later than within 10 business days, and the Complaint must be resolved in the shortest possible time. The Service Provider undertakes to either acknowledge or dismiss a Complaint within 30 days of its placing. The period in accordance with the previous sentence shall be extended by the time the Service Provider is not able to process the Complaint due to a request of collaboration pursuant to Article 13.5 of these GTC (i.e. by the time passing from the request of collaboration to its provision).

13.6.1 If a Complaint is legitimate The Client is entitled to an adequate discount on the price invoiced for a Task; this applies only if the Service Provider fails to notify the Client, on the basis of the Complaint within the period for acknowledgement or dismissal of the Complaint (Article 13.6 of these GTC), that he will ensure a free removal of identified defects. The Service Provider has a right to choose how the Complaint should be resolved. If the Service Provider removes the defect free of charge, the Client is not entitled to an adequate discount.

13.6.2 If a Complaint concerning Services for handling or control of Components is legitimate, the Service Provider is entitled to require the re-delivery, and the Client is obliged to comply with the request of re-delivery, of all Components subject of the provision of Services about which the Complaint has been made (except the Components demonstrably incorporated into a thing the Components are part of), in a way that enables the Service Provider to remove the complained defects free of charge from other Components in order to avoid possible damage; the breach of this obligation by the Client results in a lapse of Client's right to enforce any claim(s) under the liability for defects or under the liability for damage.

13.6.3 The Client is entitled, in exceptional cases, to secure the removal of a defect by a third party at the expense of the Service Provider, however, for reimbursement of

the costs thus incurred by the Service Provider, the following requirements must be met:

- a) the Client has made properly and in time in written form in accordance with these GTC a Complaint of defects of execution by the Service provider and the Service Provider has not taken a chance to handle the Complaint or has failed to resolve the Complaint within the period of time according to these GTC or within the period of time agreed in a separate written agreement with the Client.
- b) the Client has allowed the Service Provider to perform the control of the result of a Task (in particular by a repeated control of the parts to which the Task relates),
- c) repeated sorting/repair/or another service provided by a third party removing the defect is executed to a comparable extent as a Task to which the removal of a defect relates to (in particular in terms of time consumption, Work procedure and costs compared to the price of the Task), and relevant documents demonstrating this comparable extent have been submitted to the Service Provider.
- d) The Client and the Service Provider may provably and in writing agree on a different terms of the reimbursement of costs according to this Article.

13.7 If the Client routinely uses 8D-Report, the Service Provider shall provide to the Client an 8D-Report according to 8D time limits on Client's request.

13.8 If a written record of the manner of handling of a Complaint is made, such report must be signed by the Client and the Service Provider's authorized person referred to in (Article 10.1 of these GTC) and the person authorized by the Client (Article 10.2 of these GTC). The Client has the right to include any comments or positions in the written report.

13.9 In the written report on the manner of handling of a Complaint, the Contracting Parties are always free to also agree on an alternative manner of handling and/or resolution of a Complaint.

Article XIV

Ownership of Components; Liability for Damages and Compensation for Damages

14.1 The Service Provider shall not become the owner of Components received for the purpose of the execution of a Task.

14.2 The Service Provider shall be liable for any culpable conduct by its employees resulting in any damage to, loss or destruction of Components received by the Service Provider from the Client (and/or Final Customer) for the purpose of the execution of a Task, if such conduct occurs in the course of the execution of a Task; however, the Service Provider will not be liable for such culpable conduct if such damage to, loss or destruction of Components would occur regardless of such culpable conduct, or where a conduct was concerned through which the Service Provider's employee averted a direct threat for which the employee was not responsible, or if the damage was caused in defence against an imminent or continuing attack. The Service Provider shall not be liable for damages in the cases specified by the law (e.g. if the breach of obligations was caused by circumstances excluding liability).

- 14.3 If damage occurs for which the Service Provider is liable pursuant to section 14.2 of these GTC, the damage shall be corrected through restoration in the original condition or pecuniary compensation, as the Service Provider may decide.
- 14.4 Limits of compensation
- 14.4.1 The Service Provider shall be liable for the damages caused by his defective performance and not rectified as a part of the Complaint resolution, which has been made in accordance with these GTC. If the Client has not provided the Service Provider with Components for control on his request in accordance with the Article 13.6.2 of these GTC, the Client is not entitled to claim damage resulting from this unrealized control or the damage that could have been prevented by such free control.
- 14.4.2 The Service Provider shall also be liable for any damage caused, while performing his activities, to the Client's assets other than referred to in Article 14.4.1 of these GTC.
- 14.4.3 If entitlement to a compensation for damages occurs, the Service Provider shall make a claim against his insurance company for the indemnity payments due to an event of a covered loss.
- 14.4.4 The Service Provider will compensate for full damages maximum up to the indemnity payment received by the Service Provider from the insurance company or provided to him by his insurance company under the liability insurance concluded between the Service Provider and his insurance company. The compensation for damage is bound to suspensive condition of the above stated indemnity payment by the insurance company. If the insurance company remits the indemnity payment to the Service Provider and not directly to the Client, the Service Provider shall allocate the received indemnity payment within 15 days of the day the Service Provider has received such payment from his insurance company and the Client has specified in a demonstrable way the account number where the compensation for damages should be paid.
- 14.4.5 If, for any reason, an insurance company fails to remit the indemnity payment due to an event of a covered loss within 6 months of the day the Service Provider has claimed it, the Service Provider undertakes to provide the Client with the payment under the liability for damage maximum up to the amount of the value of a Task to which the damage relates, while in a case of Tasks the execution of which extends beyond 1 month, the value of a Task shall be determined as the average of the Task's values (invoiced amounts) for the last 6 months of the execution of the Task (or for the months of duration of the Task, if the Task lasts more than a month but less than 6 months), unless otherwise agreed in the Order. The provision of Article 14.4.4 of these GTC shall not be affected, i. e. if the Service Provider's insurance company remits the indemnity payment after the Service Provider has compensated the damage in accordance with the first sentence of this Article, the Client is entitled to indemnity payment in an amount that equals to a difference between the indemnity payment and the payment received in accordance with the first sentence of this Article; if the Client received more than he has been entitled to

- (in particular as a result of a direct payment from the insurance company), the difference must be returned to the Service Provider.
- 14.4.6 If the insurance company, for whatever reason, has refused to remit the indemnity payment, the amount of payment set out in Article 14.4.5 of these GTC shall be deemed as the limit of compensation.
- 14.4.7 Provable fault of the Service Provider is a prerequisite for the entitlement to a compensation for damages against the Service Provider. The Client and the Service provider undertakes to provide to each other any necessary collaboration, in particular collaboration requested by other party (including the provision of any necessary documentation), so a) it would be possible to claim incurred damage under the Service Provider's insurance, b) the Service Provider's liability would be apparent without any doubts; if this obligation of collaboration is breached, any periods related to the compensation for damage shall be prolonged by the time of delay with its compliance. The collaboration in accordance with this Article also concerns taking actions to minimize the damage.
- 14.4.8 The Service Provider is in any case entitled to compensate the damage by restitution to the original state. The Client is not entitled to deny this right to the Service Provider, otherwise the Service Provider shall not be liable for damage.
- 14.4.9 If the Service Provider is liable for damages together with other persons (proportional liability), the Service Provider shall be liable for damages to the Client only according to the extent of his liability. If there is a reasonable and demonstrable doubt about the infliction of damage by the Service Provider, the entitlement to compensation for damage is not established.
- 14.4.10 Notwithstanding the other provisions of these GTC, only real tangible damage shall be compensated and the Client is not entitled to the compensation for intangible damage (e.g. damage to reputation, goodwill, know-how etc.) or the compensation for lost profits, fines, penalties, originated debts or default interests. The Client is also not entitled to the compensation for damage caused to third parties that the Client would like to recover from the Service Provider under his right of recourse.
- 14.4.11 Notwithstanding the other provisions of these GTC, the maximum amount of compensation for damage from one damage event shall be 100,000 € (one hundred thousand euros), if the parties do not agree otherwise in written form.

Article XV

Service of Documents, Confidentiality of Information and Confidentiality Obligation

- 15.1 Any notices, requests, demands, requests for consent or any other communication served by one Contracting Party to the other in e-mail or documentary forms shall require a response from the other Contracting Party in the same or similar manner, i.e. response must be made also in e-mail or documentary form allowing for unambiguous recording of the contents of the response. In the case of non-compliance with the form of the response, the burden of evidence with respect to the contents and delivery of the response rests on the sender.
- 15.2 Contents of an e-mail shall be deemed delivered if i) its receipt and/or review is acknowledged manually, ii) the e-mail reply containing the original e-mail message that is to

be delivered has been received; only an automatic reply without intervention of the addressee shall not be deemed proof of due and proper delivery.

15.3 Written communication exchanged between the Contracting Parties shall be deemed duly delivered:

- a) on the date of its actual delivery to the addressed Contracting Party;
- b) on the date of futile expiry of the period for collection at the post office, also if the addressee did not collect the delivery

15.4 The Contracting Parties shall treat confidential all and any facts of which they become aware in association with performance provided under a contractual relationship constituted according to these GTC and which relate to the other Contracting Party, if such information is of a provable commercial significance to the other Contracting Party or other competitors on the market.

15.4.1 Confidential information shall also be deemed all facts and information comprising trade secrets in the sense of The Civil Code, as amended, and also any information provably and unambiguously identified as confidential by the other Contracting Party. Without prejudice to the above statements, confidential information shall also be any information that is not publicly accessible, information of technical, commercial or other nature marked by either of the Contracting Parties as confidential, or that is required to be treated (having regard to the circumstance known to the other Contracting Party at the time of their disclosure) as confidential, or any information the nature of which indicates to any reasonably informed person that such information is confidential. Confidential information shall also be deemed any information of technical, trade or commercial nature (including product plans, development plans, forecasts, analyses and strategies), specifications, plans, charts, training materials, formulas, sketches, models, samples, procedures, ideas and inventions (also if not subject to special protection), data, software, or documentation in any form, whether on any material carrier or provided verbally, as well as information received from a person other than a Contracting Party, provided that such other person is subject to the confidentiality obligation. Confidential information shall also be deemed information concerning the situation of either of the Contracting Parties, its products, processes, performance.

15.4.2 To avoid disputes about the nature of information, the Contracting Parties have agreed that a Party disclosing information that is required to be deemed confidential to the other Party, pursuant to the provisions of this Article and it is not clear from the nature of the matter that it is a confidential information as specified in this Article, shall unambiguously mark such information as confidential.

15.5 The confidentiality obligation shall apply even after the termination of contractual relationship incorporating these GTC. The Contracting Party may be discharged of this obligation only by other Contracting Party's written declaration. The confidentiality obligation shall pass onto the Parties' successors in title.

15.6 The confidentiality obligation shall not apply to facts that:

- a) are or will be made available to employees or third persons in relation to performance of activities under the contractual relationship established pursuant to these GTC on the

"need to know" basis due to their work position, office held and/or their role in the performance under the contract, provided that the relevant Contracting Party is required to inform such person about the confidential nature of the disclosed information;

- b) were provably obtained from a third person that is authorized to disseminate such information; or
- c) have become publicly known without the breach of confidentiality obligation by any of the Contracting Parties,
- d) have been developed by a Contracting Party independently and without using any confidential information according to the provisions of this Article.

15.7 The following will not be considered a breach of the confidentiality obligation:

- a) disclosure of information to third persons holding an interest in the company of either of the Contracting Parties, provided that such persons are informed in advance about, and subjected in writing to the confidentiality obligation;
- b) disclosure of information to legal advisors or other representatives, who are required to abide by the confidentiality obligations by the operation of law, for the purpose of due and proper performance of their activities, provided that such persons must be informed in advance of the confidential obligation related to the matter in question;
- c) disclosure of information after the other Contracting Party's prior written consent to the disclosure of individual information protected by the confidentiality obligation has been obtained;
- d) disclosure of information to relevant authorities for the purposes of judicial proceedings, arbitration proceedings and/or proceedings before any other public authority, provided that such authority must be informed in advance about the confidential nature of the disclosed information to allow it to take necessary precautions (e.g. holding closed proceedings);
- e) disclosure of information to a governmental, bank, tax or other authority with supervisory powers that is authorized and competent to request such information in compliance with the applicable legal regulations, provided that such authority must be informed in advance about the confidential nature of the disclosed information to allow it to take necessary precautions (e.g. holding closed proceedings),
- f) disclosure of information a Contracting Party is required to make by the operation of law.

15.8 The Service Provider defines as confidential the complete content of these GTC, whereas he also defines as trade secret the facts stated in Article XI of these GTC.

Article XVI

Common and Final provisions

16.1 Contractual relationships between the Contracting Parties not addressed in these GTC or any Order shall be governed by the applicable provisions of generally binding legal regulations of the country of residence of the Service Provider (i.e. the Czech Republic) including, without limitation, the applicable provisions of the Civil Code (in particular those dealing with

contracts for work), as amended. Should these GTC and/or the Order address certain relationships between the Contracting Parties in a manner other than that required by the applicable legal regulations, these GTC and contractual arrangements shall prevail, provided that conflict with a legal provision that may be derogated from or application of which may be excluded (in the case of a conflict, the discretionary provision shall be deemed excluded) is concerned. In the case of a conflict between these GTC and an Order, preference should be given to the Order.

16.2 If any provision of these GTC should prove as invalid due to conflict with generally binding legal regulations or becomes invalid in the course of the Task execution, this invalidity does not affect the validity of other provisions of these GTC and their general validity and effectiveness.

16.3 For the purposes of determination of jurisdiction, the place of performance under contract shall be deemed the place of the execution of a Task (Article 4.2.1 letter c) of these GTC).

16.3.1 If the provisions dealing with conflicts of law allow for the selection of a particular governing law, relationships between the Service Provider and the Client, established according to these GTC, or according to the Order, shall be governed by the Czech law. Should the conflict of law provisions allow for the selection of jurisdiction, then any disputes between the Service Provider and the Client arising out of contractual relationships established according to these GTC shall be resolved by the competent Czech courts according to the regulations of Civil Procedure Code.

16.4 These GTC shall become valid and effective on the date written in the heading. As on the same date, the GTC issued by the Service Provider before 1. 10. 2015 cease to be valid and effective; nonetheless, contractual relationships established under Orders incorporating then valid GTC shall be governed by the then valid GTC.

16.5 The Service Provider is entitled to unilaterally amend these GTC at any time. The Contractual relationship between the Client and Service Provider established according to a particular Order shall be governed by the GTC as valid and in effect at the time of proper delivery of the confirmed Order to the Service Provider.

In Mladá Boleslav, 1.1.2019

HOLLEN CZ s.r.o.