

**TERMS AND CONDITIONS FOR THE SALE OF VEHICLES
of the PEPERLE Group (B2B)**

1. Definitions and Interpretation

Terms and expressions used in these General Terms and Conditions written with capitalised first letters shall have the following meaning unless the context requires otherwise:

"CMR Note"	Is observed as a document given to the Customer upon receipt of the Goods by the carrier, which the Customer is obliged to acknowledge upon receipt of the Goods and return to the Supplier without undue delay in accordance with Article 6.9 of these T&Cs.
"Transport Price List"	Has the meaning of the transport price arrangement if agreed between the Supplier and the Customer, in which case it shall form an integral part of the Purchase Contract. The Transport Price List is attached as Annex 1A and 1B to these terms and conditions.
"Delivery Note"	Is observed as a document sent by the Supplier to the Customer together with the invoice for the Purchase Price of the Goods, which the Customer is obliged to acknowledge upon receipt of the Goods and to return to the Supplier without undue delay in accordance with Articles 6.8 and 4.5 of these T&Cs. The Delivery Note shall also include the Customer's Declaration of Acceptance of Goods.
"Additional Costs"	Has the meaning stated in Article 13.5 of these T&Cs.
"Supplier"	is the PEPERLE Group entity.
"Purchase Price"	Has the meaning stated in Article 4.1 of these T&Cs.
"Purchase Contract"	Is a contract concluded between the Supplier on one side and the Customer on the other, the object of which is the purchase and sale of the Goods specified in this Contract, with these Terms and Conditions forming an integral part of this Contract, whether it was concluded by way of acceptance of a Purchase Order or an Offer, or by signature of a written copy of the Contract by both Parties;
"Offer"	Has the meaning stated in Article 3.2 of these T&Cs.

“Place of Delivery“

In accordance with Article 6.2 of these T&Cs means the place agreed in the Purchase Contract as a designated place where the Goods will be delivered to by the Supplier and where the Customer will take delivery of the Goods or arrange for the Goods to be taken over from that place at its own expense. The Place of Delivery is always specified in the Offer or Order and their acceptances.

“New car“

Is observed as a **newly manufactured** motorised land vehicle, which has not yet been operated on the road, with a cylinder capacity greater than 48 cm³ or a power greater than 7.2 kW, if it has been delivered **within 1 month** of the date of first entry into service or has covered **less than 60 km**. For the purposes of the definition of New vehicle, the date of first entry into service for land motor vehicles means the date on which the vehicle was registered for use in the state of the manufacturer or the date on which the obligation to register the vehicle in the state of the manufacturer arose, whichever is earlier. If there is no obligation to register the vehicle in the state of the manufacturer, the date of first entry into service shall be the date on which the vehicle was removed by the customer or the date of delivery to the customer or the date on which the customer was able to dispose of the vehicle, whichever is earlier.

“Nearly New car“

Is observed as a **new** motorised land vehicle which has not yet been operated on the road but **has been in storage for a certain period of time** , with a cylinder capacity greater than 48 cm³ or a power greater than 7.2 kW, which has been delivered **after 3 or 6 months** from the date of first entry into service or has covered **less than 60 km**. For the purposes of the definition of a Nearly New Vehicle, the date of first entry into service for land motor vehicles means the date on which the vehicle was registered for use in the state of manufacturer or the date on which the obligation to register the vehicle in the state of manufacturer became effective, whichever is earlier.

"One-year-old car"

Is observed as a **used** motor road vehicle, with a cylinder capacity greater than 48 cm³ or a power greater than 7.2 kW, which was delivered **after 6 up to a maximum of 24 months** from the date of first entry into service or has **less than 20.000 km**, which has been registered for proper operation in the country of the manufacturer or dealer and which has already been operated on the road, for example, as a test, demonstration or reference vehicle, and which is delivered as used, with a limited manufacturer's warranty, with the age of the vehicle indicated, with the number of kilometres driven, with an appropriate level of wear and tear for which the supplier is not responsible and does not provide any compensation or refund.

"Used car"

Is observed as a **used** motor road vehicle, with a cylinder capacity greater than 48 cm³ or a power greater than 7.2 kW, which has been delivered **after 24 up to a maximum of 48 months** from the date of first entry into service or has **less than 90.000 km**, which has been registered for proper operation in the state of the manufacturer or dealer and which has been operated in the normal manner on the road, and which is delivered as used, with or without a limited manufacturer's warranty, with the age of the vehicle, the number of kilometres covered, the corresponding level of wear and tear for which the supplier is not responsible and does not provide any refund or compensation.

"Customer"

Is observed as an entrepreneur or legal entity who concludes a Purchase Contract with the Supplier as a purchaser;

"Purchase Order"

Has the meaning stated in Article 3.2 of these T&Cs.

"Civil Code"

Is observed as Act No. 89/2012 Coll., the Civil Code, as amended;

"Payment of the Purchase Price"

Has the meaning specified in Article 4.2. – 4.5. of these T&Cs

"PEPERLE Group"

comprises especially the following companies:

PEPERLE s.r.o., with its registered office at Bartolomějská 291/11, Nové Město, 110 00 Prague 1, ID No. 475 46 018, entered in the

Commercial Register maintained by the Municipal Court in Prague, Section C, File Ref. 19164

PEPERLE AUTO s.r.o., with its registered office at Bartolomějská 291/11, Nové Město, 110 00 Prague 1, ID No. 056 15 160, entered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File Ref. 267400

PEPERLE MOBILE s.r.o., with its registered office at Bartolomějská 291/11, Staré Město, 110 00 Prague 1, Czech Republic, ID No.: 094 59 081, registered in the Commercial Register maintained at the Municipal Court in Prague, Section C, File ref. 336034,

“Parties”

Are observed as being the Supplier and the Customer.

“Force Majeure”

Has the meaning stated in Article 12.1 of these T&Cs.

"Goods"

Are observed as being New car Nearly New car or One-year-old car and Used car from the Czech Republic or another EU country.

2. Introductory Provisions

- 2.1. For all relations between the Supplier and the Customer arising from or in connection with an Offer, Purchase Order or direct conclusion of a Purchase Contract, these Terms and Conditions, which form an integral part of the Purchase Contract (hereinafter referred to as the “T&Cs”, will apply.
- 2.2. The Supplier is entitled to use a third party for performance under the Purchase Contract, in which case these T&Cs still continue to apply.
- 2.3. The Parties hereby expressly exclude the application of the Customer’s terms and conditions.
- 2.4. Any divergent arrangements under the Purchase Contract shall prevail over the provisions of these T&Cs.
- 2.5. Delivery according to these Terms and Conditions means delivery via postal licence holder, telefax, online form or via electronic mail (even without a guaranteed electronic signature) or delivery to a data box, or also personal delivery, to the postal or electronic addresses provided by the Parties for these purposes. This agreed method of delivery also applies to commercial documents, including tax documents.
- 2.6. In these T&Cs, in writing means a letter, e-mail, fax or online forms that do not require a handwritten signature, unless otherwise stated in these T&Cs.

3. Conclusion of the Purchase Contract

- 3.1. The Customer may place a Purchase Order and the Supplier may accept it, as may the Customer accept the Supplier’s Offer.

- 3.2. A proposal for the conclusion of the Purchase Contract is a written order of the Customer, in the form of an order form, signed by the Customer, delivered by the Customer to the Supplier (hereinafter referred to as the "**Purchase Order**") or a written offer of the Supplier, signed by the Supplier, delivered to the Customer, as well as presentation of the Goods by the Supplier (hereinafter referred to as "**Offer**"). The conditions specified in the Purchase Order or the Supplier's Offer do not automatically apply to future transactions.
- 3.3. The Customer is bound by its Purchase Order until the expiry of the deadline for acceptance specified in the Purchase Order, but at least for 10 working days from the date of delivery of the Purchase Order. The Supplier is bound by its Offer if it has been executed in writing, it contains the Supplier's signature and if the Offer contains a time limit for acceptance by the Customer.
- 3.4. By accepting the Order, as well as by accepting the Offer, the Customer accepts these T&Cs as part of the Purchase Contract.
- 3.5. In the event that Purchase Orders and Offers are duly executed pursuant to Article 3.2 of these T&Cs, the Purchase Contract is concluded at the moment when the Customer receives the Supplier's acceptance of the Purchase Order or at the moment when the Supplier receives the acceptance of the Offer by the Customer, and these acceptances require signing of the Offer or the Order by the acting Party. This does not preclude the conclusion of the Purchase Contract by the Parties signing its written copy.
- 3.6. Acceptance of Purchase Offers or Orders with a derogation, even if it is a derogation that does not substantially change the content of the original terms of the Contract, is deemed to be a rejection of the original Purchase Order or Offer and will be considered a new Order or Offer, i.e., a new offer for the conclusion of the Purchase Contract.
- 3.7. In the event that the Supplier does not receive written acceptance or rejection of its Offer from the Customer within 10 working days of its delivery to the Customer, the Supplier has the right to withdraw this Offer.
- 3.8. Furthermore, the Supplier has the right to withdraw its Offer within the time limit for its acceptance in accordance with Article 3.3 of the T&Cs and in the event that the Customer comes into conflict with the representations pursuant to Article 14.1 hereof.

4. Purchase Price and Payment Terms

- 4.1. Unless otherwise agreed in writing in the Purchase Contract, the Purchase Price includes the price for the Goods and the actual cost of transport (hereinafter referred to as "**Purchase Price**"). The price for the Goods includes the Goods including the equipment and all accessories specified in the Supplier's Offer or confirmation of Order by the Customer. The price for transport is governed by the current Annex 1 – Transport Price List. The Purchase Price does not include VAT, unless the Parties agree otherwise.
- 4.2. The starting currency for determining the Purchase Price is considered to be the currency in CZK. In the Purchase Contract, only one currency, CZK or EUR, must be selected for payment of the Purchase Price. If the currency is not specified in the Purchase Contract, the Purchase Price shall be paid in the Czech currency (CZK).
- 4.3. The Purchase Price shall be paid by wire transfer of the amount of the Purchase Price in the selected currency to the relevant bank account indicated on the Supplier's invoice. When the Purchase Price is stated on the invoice in CZK, it must be paid to a bank account in the Czech currency CZK, or when the Purchase Price is stated on the invoice in EUR it must be paid to a bank account in the European currency EUR.
- 4.4. With regard to the determination of the price in the Purchase Contract in the Czech currency (CZK) and in EUR, the Supplier reserves the right to change the amount of the Purchase Price in EUR depending on the development of the exchange rate of CZK against

EUR announced by the Czech National Bank at the time before the sale of the Goods, including a surcharge for currency exchange in the amount of EUR 0.25/EUR.

- 4.5. The Purchase Price shall be due within 14 days of the invoice date. The moment of payment of the Purchase Price is the moment when the amount of the Purchase Price is credited to the Supplier's bank account specified on the relevant invoice (hereinafter referred to as "**Payment of the Purchase Price**").
- 4.6. The Customer has no right to set off or postpone the Purchase Price payment.
- 4.7. Together with the invoice, the Supplier shall also send the Customer a delivery note for the purpose of subsequent confirmation of receipt of the Goods (hereinafter referred to as "**Delivery Note**"). The Customer undertakes to confirm the Delivery Note and return it to the Supplier.
- 4.8. The Supplier does not provide price guarantees (for the manufacturer) and for the price of the Goods specified in the Purchase Contract. If there is a change in the price of the Goods on the part of the manufacturer to the price specified in the Purchase Contract, even during the term of the concluded Purchase Contract or before the sale of the Goods, the price change in the same amount will be transferred to the Purchase Contract and the Purchase Price will be adjusted accordingly.

5. Advance Payments

- 5.1. When concluding the Purchase Contract, the Supplier is entitled to demand an advance payment of at least 10% of the Purchase Price stated in the Order or the Offer or the relevant acceptance (hereinafter referred to as "**Deposit**").
- 5.2. If the Purchase Contract has been concluded within the meaning of Article 3 of these T&Cs, the Supplier is entitled to issue an invoice to the Customer for the relevant amount of the Deposit, which is payable within 5 working days from the date of conclusion of the Purchase Contract.
- 5.3. The amount of the Deposit shall be settled with the Customer by deducting it from the final Purchase Price. In cases where the Purchase Price is paid on the basis of more than one invoice, the Customer is entitled to take the Deposit into account in the last invoice issued, or to deduct the amount of the Deposit from the remaining Purchase Price invoiced by the last invoice relating to the Purchase Contract.

6. Manner and Place of Delivery of Goods, Transfer of the Risk of Damage to Property

- 6.1. For the delivery and acceptance of the Goods, as well as for the modification of the transfer of the risk of damage to the Goods, the Parties expressly agree to apply the DAP (Delivery at Place) conditions according to INCOTERMS 2020.
- 6.2. With respect to Article 6.1 of these T&Cs, the Supplier's obligation to deliver the Goods is fulfilled at the moment when the Goods are made available to the Customer for collection at the Place of Delivery agreed in the Purchase Contract (hereinafter referred to as "**Place of Delivery**"). Unless -the Place of Delivery is agreed in the Purchase Contract, the Place of Delivery shall be the location notified by the Customer to the Supplier for this purpose, no later than at the time of payment of the Purchase Price. If the Customer fails to notify the Supplier of the Place of Delivery in this way, the Supplier shall be entitled to determine the Place of Delivery itself, unless the Parties agree otherwise in writing.
- 6.3. Unless agreed otherwise in writing in the Purchase Contract, the Customer shall not be entitled to take delivery of the Goods until the full payment of the Purchase Price.

- 6.4. The Customer shall be obliged to accept or arrange for acceptance of the Goods at the Delivery Point where the Goods will be delivered by the Supplier's carrier for unloading at the agreed time. The Customer undertakes to take delivery of the Goods from the carrier without undue delay so that the time for taking delivery of one vehicle does not exceed more than 5 minutes. If the agreed time frame is exceeded, the Supplier shall be entitled to charge the Customer an amount of EUR 100 (*words: one hundred euros*) for each commenced half an hour of the total time spent in taking delivery of the Goods. Unless the Parties agree otherwise, the costs of unloading shall be borne by the Customer.
- 6.5. The Customer acknowledges that the delivery periods specified in the Offer or Purchase Contract are indicative and non-binding and, if exceeded, do not entitle the Customer to cancel the Purchase Order, withdraw from the Purchase Contract and do not give rise to the right to damages against the Supplier.
- 6.6. In the event of the Customer's delay in accepting the Goods from the Place of Delivery, the Supplier has the right to store the Goods at the Customer's expense at least in the amount of a realistically agreed storage fee, but at least EUR 10 for each commenced day of storage. The Supplier reserves the right to store the Goods in a place other than the agreed Place of Delivery or a Place of Delivery notified under Article 6.1 hereof and charge the Customer for all costs related to such storage. This does not affect the Supplier's right to damages.
- 6.7. Any damage to the Goods occurring after the risk of damage to the Goods has passed to the Customer shall not relieve the Customer of the obligation to pay the Supplier the Purchase Price.
- 6.8. Upon receipt of the Goods, the Customer is obliged to confirm the Delivery Note sent to it by the Supplier in advance in accordance with Article 4.5 hereof with its signature or the stamp of the Customer's company. The Customer shall send the confirmed Delivery Note to the Supplier without undue delay.
- 6.9. Upon receipt of the Goods, the Customer shall receive from the carrier a CMR consignment note in triplicate (hereinafter referred to as "**CMR Note**"). The Customer is obliged to confirm all CMR Notes with its signature or the stamp of the Customer's company, hand over one confirmed copy to the carrier and send one confirmed copy to the Supplier without undue delay.
- 6.10. The Customer acknowledges that the CMR Note as well as the Delivery Note are documents necessary for the fulfilment of the Supplier's and the Customer's public obligations. In the event of a breach of the obligations set out in Articles 6.8 and 6.9 of these T&Cs, the Customer is obliged to compensate the Supplier for
 - a. any costs that the Supplier incurred for the payment of penalties by the Financial or Customs Office, or other governmental authorities of the Czech Republic, as well as
 - b. costs incurred by the Supplier for the fulfilment of public obligations imposed on the Supplier by the state administration authorities of the Czech Republic due to the absence of CMR Notes and Delivery Notes related to the Purchase Contract concluded with the Customer, if these were not sent by the Customer to the Supplier in time.
- 6.11. Unless otherwise agreed in writing between the Parties, the documentation for the Goods, in particular the vehicle registration certificate or the C.O.C. certificate, shall be sent by the Supplier to the Customer by courier service within three days from the date of delivery of the confirmed Delivery Note and CMR Note by the Customer to the Supplier.

7. Retention of Title

- 7.1. The title to the Goods shall only pass to the Customer after full payment of the Purchase Price. This Contract stipulates the retention of title to the Goods in the event of the Parties agreeing to deliver the Goods despite the full amount of the Purchase Price not yet paid.

- 7.2. The Customer shall not be entitled to pledge goods that are unpaid and delivered with retention of title or to encumber them in any other manner. The Customer shall be liable for any damages incurred by the Supplier due to a breach of any of the Customer's obligations under this provision.
- 7.3. As soon as the Customer becomes aware that the Goods that are subject to the retention of title in favour of the Supplier are or are to be subject to third-party rights, in particular in connection with execution proceedings, proceedings concerning the judicial enforcement of a decision or insolvency proceedings, the Customer is obliged to immediately inform the Supplier of such fact. The Customer shall be liable for any damage incurred by the Supplier due to a breach of any of the Customer's obligations under this provision.
- 7.4. The Customer undertakes to insure Goods delivered with the retention of title against any damage caused by fire, explosion or water, as well as against theft, and shall maintain such insurance in force, providing information about the insurance policy upon request. Should the insurance benefit be paid on the basis of this insurance policy, the Supplier has the right to satisfy its receivables under the Purchase Contract from the insurance benefit provided.

8. Goods and Legal Regulations

- 8.1. The Goods and their technical specifications correspond to the specifications set by the manufacturer. Fuel consumption and emissions correspond to values that are certified by the European Union and comply with the European regulations applicable to all manufacturers of cars sold in Europe. The manufacturer is responsible for the accuracy of this data based on representations made to the Supplier, including through third parties.

9. Inspection of Goods and Liability for Defects

- 9.1. The Customer or a Customer's representative (carrier or forwarder) shall be obliged to carry out a quality and quantity inspection of the delivered Goods, to report missing equipment or accessories and any defects detectable upon receipt of the Goods (apparent defects) and to record them in the CMR Note in accordance with Article 6.9 of these T&Cs. To the extent that obvious defects are not recorded in the CMR Note or are not recorded in a clear and legible manner, the Parties hereby expressly agree that the Customer shall lose its rights from the defective performance entirely.
- 9.2. Hidden defects must be reported immediately upon their discovery, however, no later than within 10 days of acceptance of the Goods, otherwise the Supplier is entitled to reject the complaint and the rights of the Customer arising from liability for defects do not arise in such a case.
- 9.3. In case a complaint regarding a defect that constitutes a material breach of the Purchase Contract is acknowledged in writing, the Parties hereby limit the Customer's right from liability for defects to (i) a reasonable discount on the Purchase Price and (ii) remedy of the defect by supplying new Goods with no defect, unless stipulated otherwise in these T&Cs. The Customer only has the right to withdraw from the Purchase Contract if there is a defect that cannot be removed or mended and if this prevents the Goods from being used for the purpose for which the Goods are normally intended.
- 9.4. The agreed period for settling a complaint is 3 months.
- 9.5. In the case of apparent minor defects, which are in particular paint damage from scratches, which can be removed by repainting at a cost of up to EUR 200, the Parties

exclude the liability of the Supplier, taking into account the knowledge of the possibility of such defects upon delivery of the Goods.

- 9.6. Obvious defects that cannot be classified under Article 9.5 of these T&Cs must be properly documented in the CMR Note for the purpose of pointing them out and exercising the right of inadequate performance. For the purpose of applying any discount on the Purchase Price of the vehicle, the Customer is obliged to submit to the Supplier an assessment of the defect, including the value by which this defect reduces the price of the vehicle, by an expert opinion of an independent expert in this field. The amount of the discount on the Purchase Price cannot be determined in any other way, unless the Parties agree otherwise in a particular case.
- 9.7. The exercise of the right to a reasonable discount from the Purchase Price does not affect the Customer's obligation to pay the full Purchase Price for the Goods, i.e., it is also obliged to pay a part of the Purchase Price, which would possibly correspond to its right to a discount.
- 9.8. The Customer shall be obliged to ensure proper and safe storage of Goods for which defects are claimed, and must not dispose of the Goods in a manner which would not allow for checks of the claimed defects by the Supplier or persons authorised by the Supplier. The Customer shall be obliged to allow the Supplier or persons authorised by the Supplier to inspect the allegedly defected Goods.

10. Warranty

- 10.1. The Customer shall be entitled to exercise warranty rights according to the manufacturer's terms and conditions and at the places designated by the manufacturer. Warranty rights cannot be exercised against the Supplier.

11. Extent of Damages in case of Supplier's Liability

- 11.1. The Supplier's liability to the Customer shall be limited in all cases to directly incurred damage, in total up to the maximum amount of CZK 270,000 (in words: *two hundred and seventy thousand Czech crowns*).
- 11.2. Direct damage means reasonable costs of:
 - a. identifying the cause and extent of the damage;
 - b. ensuring that inadequate performance of the Supplier meets the requirements of the Purchase Contract, except where the Supplier cannot be held liable for the respective defect based on the Purchase Contract;
 - c. preventing or limiting the damage.
- 11.3. The Supplier shall not bear liability for any consequential damage, in particular, for loss of profit, loss of savings, damage inflicted on third parties, and damage due to stagnation of the company.

12. Force Majeure

- 12.1. Neither of the Parties shall be liable for any breach of obligations resulting from the Purchase Contract, except for the obligation to pay the Purchase Price, provided that such a failure or delay is caused by an extraordinary unforeseeable and insurmountable obstacle that occurs independently of the will of the performing party and prevents it from fulfilling its obligation (hereinafter referred to as "**Force Majeure**"). An obstacle arising from personal circumstances of the performing Party, or arising at the time when the Party was in default of fulfilment of the Contract obligation, or an obstacle that the

performing Party was obliged to overcome, shall not release the Party from its duty to perform the respective obligation.

- 12.2. The Supplier shall particularly, but not exclusively, be entitled to invoke Force Majeure within the meaning of Article 12.1 of these T&Cs in cases with
- a. an announcement of a state of emergency or state of danger in the country of the manufacturer, the subcontractor or the Supplier, where the emergency measures have the effect of limiting, in particular industry, wholesale, retail, the provision of services, or even freedom of movement and residence;
 - b. the effects of a local, national or global epidemic or pandemic;
 - c. accidents, other industrial events and natural influences;
 - d. negative economic events such as financial crises, currency depreciation due to hyperinflation, inflation, deflation, stagflation, devaluation or significant changes in the exchange rate;
 - e. social events such as strikes, revolutions, civil disturbances or wars;
 - f. limitations or changes to production and supply by manufacturer or subcontractor, sudden cessation of production by a subcontractor, revocation of a subcontractor's license, authorisation or other authorisation which is beyond the Supplier's control and for which the Supplier is unable to meet its obligations to the Customer in a timely manner or at all.
- 12.3. The Customer is only entitled to invoke Force Majeure within the meaning of Article 12.1 of these T&Cs in cases of war, accident and other industrial events and acts of God.
- 12.4. A Party that has violated, violates or is expected, in light of all known facts, to violate any of its obligations under the Purchase Contract as a result of a Force Majeure event is obliged to immediately inform the other Party about such a violation or event, and to exert every effort to avert such an event or its consequences and to eliminate them.
- 12.5. In the event that the Force Majeure event exists longer than 90 days, either Party may withdraw from the Purchase Contract.

13. Penalties for Failure to Comply with the T&Cs

- 13.1. In the event of the Customer's default in paying the Purchase Price, the Supplier shall be entitled to demand a contractual penalty of 0.2% of the outstanding portion of the Purchase Price for each day of default, even a portion of it, and statutory default interest that corresponds per annum to the amount of a repo rate set by the Czech National Bank for the first day of the calendar half-year in which the default occurred, increased by 8 percentage points in accordance with Government Regulation No. 351/2013 Coll., as amended, also for each day of default, even a portion of it.
- 13.2. In the event of a breach of the obligations set out in Articles 6.8 and 6.9 of these T&Cs, the Supplier shall be entitled to a contractual penalty of EUR 2,000 (in words *two thousand euros*), if the Customer fails to send the Supplier the Delivery Note and/or the CMR Note upon the Supplier's request within an additional period of time. The Supplier's right to compensation for damages under Article 6.10 of these T&Cs is not affected by this provision.
- 13.3. The Supplier shall be entitled to compensation for damage caused by failure to pay a monetary debt, even if it is covered by default interest. The contractual penalty clause pursuant to Article 13.1 hereof is without prejudice to the right to compensation for

damage arising from a breach of the obligation to pay the Purchase Price, and the Parties hereby expressly exclude the application of Section 2050 of the Civil Code.

- 13.4. Pursuant to Section 1806 of the Civil Code, the Parties hereby expressly agree to default interest.
- 13.5. In addition to default interest and contractual penalty, the Customer shall be obliged to pay all additional costs incurred by the Supplier as a result of Customer default. Additional Costs include, in particular, costs incurred additionally as a result of storage, insurance of the Goods and costs associated with a possible claim (hereinafter referred to as “**Additional Costs**”).
- 13.6. If the Customer defaults in payment of any amounts resulting from the Contract, Purchase Order or any other contracts entered into with the Supplier, the Supplier shall be entitled to terminate any further deliveries of the Goods under the Purchase Contract with immediate effect and, as the case may be, to withdraw from the Purchase Contract. Failure by the Supplier to deliver according to the preceding clause shall not constitute a breach of the Contract, and the Supplier shall not bear liability for any resulting damage.
- 13.7. If the Customer fails to pay the Supplier the Purchase Price due in full, including any due default interest, contractual penalty and Additional Costs charged to the Customer within the additional period (as further defined in this Article), the Supplier is entitled to sell the unpaid Goods to a third party after giving prior notice to the Customer, and the difference between the Purchase Price, including interest payable, the contractual penalty and the Additional Costs charged to the Customer to be paid by the Customer and the price paid by the relevant third party shall be paid by the Customer as compensation for lost profit. The additional period for the fulfilment of the Customer’s obligations is set to be within 14 days from the date of sending the first written notice to the Customer.
- 13.8. The Supplier has the right to set off the payments made by the Customer, first against the Additional Costs, then the default interest owed, then the contractual penalty and finally the principal sum. Payments are set off in favour of the invoice that has been overdue the longest.

14. Customer’s Declaration

- 14.1. The Customer declares that as of the date of conclusion of the Purchase Contract:
 - a. no insolvency proceedings and/or execution proceedings have been initiated against it and that it is not aware that any insolvency petition has been filed against it. The Customer also declares that no public authority’s decision is enforceable against it and no public or private document exists which might be a basis for filing a petition for an execution warrant or for the enforcement of a court decision;
 - b. it has no arrears of taxes or fees, or debts which may give rise to any obligation or restriction concerning the Purchase Contract, in particular, a legal, contractual or judicial lien), and which may, at the same time, render it impossible to fulfil its obligations under the Purchase Contract in the sense of accomplishing the transfer of title to and acceptance of the Goods and payment of the Purchase Price;
 - c. it is entitled to conclude the Purchase Contract and is also entitled and has the capacity to properly fulfil the obligations contained therein, especially financial obligations.
- 14.2. The Customer makes representations as of the date of conclusion of the Purchase Contract and undertakes to ensure that these declarations are true and complete on the date of acquisition of title to the Goods.
- 14.3. If any of the Customer’s declarations pursuant to Article 14.1 of these T&Cs prove to be false or incomplete, the Supplier shall be entitled to require the Customer to remedy this defective condition within a reasonable period of time but no later than within 15 days

and, at the same time, the Supplier is entitled to a contractual penalty of EUR 2,000 (in words: *two thousand euros*) against the Customer.

15. Contract Termination

15.1. The Supplier shall have the right to withdraw from the Purchase Contract if:

- a. any of the Customer's declarations pursuant to Article 14.1. hereof prove to be false or incomplete, and the Customer shall not remedy this defective condition within a reasonable period of time but no later than within 30 days of the Supplier's notice;
- b. at the moment of entering into the Purchase Contract, the Customer was asked to provide a guarantee of fulfilment of the obligations arising from the Purchase Contract, and such a guarantee is not provided or is inadequate;
- c. as a result of a delay by the Customer, when, within the meaning of Articles 13.6 and 12.5 hereof, the Supplier can no longer be expected to perform the Contract in accordance with the originally defined terms and conditions, nor through an agreement of the Parties, brought about by Force Majeure;
- d. a winding up petition or an insolvency petition is filed against the Customer;
- e. the Customer's assets are subject to enforcement of a court decision, or a substantial change in the control of the assets has occurred.

15.2. The Customer shall have the right to withdraw from the Purchase Contract if:

- a. a winding up petition is filed against the Supplier's company, insolvency is declared, or a petition for liquidation of the company is filed;
- b. the Supplier's assets are subject to enforcement of a court decision, or a substantial change in the control of the assets has occurred.
- c. as a result of a delay by the Customer, when, within the meaning of Article 13.6 hereof, the Supplier can no longer be expected to perform the Contract in accordance with the originally defined terms and conditions, or agreement of the Parties invoked by the occurrence of the Force Majeure.

15.3. Withdrawal from the Purchase Contract shall be effective upon delivery of a written notice by the Party withdrawing from the Purchase Contract to the other Party. The reason for the withdrawal must be specified in the notice of withdrawal from the Purchase Contract.

15.4. In the event of a valid withdrawal from the Purchase Contract, all rights and obligations of the Parties from the Purchase Contract cease to exist and the Parties are obliged to surrender to each other everything received under the Purchase Contract or in connection with it from the other Party. Withdrawal from the Purchase Contract shall not affect the right to damages, the payment of default interest and the payment of a contractual penalty and the provisions of the Purchase Contract concerning the choice of law, resolution of disputes between the Parties and the Parties' rights and obligations in case of termination of the Purchase Contract.

15.5. In other cases, the Purchase Contract may be terminated by mutual agreement of the Parties.

16. Confidentiality

16.1. The Parties undertake to maintain the confidentiality of all confidential information concerning the other Party, which the Party learns in relation to business negotiations or in negotiations to enter into a contract regardless of the fact whether or not such contract

is concluded. Confidential information is seen as any information which is significant in competition, identifiable, appreciable and usually unavailable in respective business circles, and which the relevant Party designates as confidential, or information the confidentiality of which results from its nature.

- 16.2. Information about business transactions between the Customer and the Supplier shall also be considered confidential.
- 16.3. The Customer undertakes not to publicly present or disclose, in particular, in the media, on the internet, in advertisements or in any other forms of publicity, vehicle production codes, body numbers known as a VIN code, their log book numbers, the number plate numbers of the Goods, or other documents relating to the Goods, especially log books, vehicle registration certificates and CoCs.
- 16.4. The Purchase Contract shall be archived by the Supplier for the purpose of its proper performance in electronic or paper form for 5 years, and shall not be available to any uninvolved third parties.
- 16.5. A Party that violates its obligation under this Article 5 hereof shall be liable to the other Party for damages caused thereby.

17. Choice of Law and Dispute Resolution

- 17.1. The legal relationship, or more precisely rights and obligations of the Parties resulting from the Purchase Contract, and the guarantees, modifications and termination thereof shall solely be governed by the laws of the Czech Republic, in particular, Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to in these Terms and Conditions as the "NCC").
- 17.2. The application of the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 and rules of international private law is excluded in these T&Cs unless expressly stated otherwise.
- 17.3. If any disputes arise between the Parties in connection with the Purchase Contract or its application or interpretation, the Parties shall exert every effort to resolve such dispute amicably.
- 17.4. If a dispute cannot be settled amicably, either Party shall be entitled to refer the dispute for resolution to the materially competent court of the Czech Republic, having local jurisdiction according to the Supplier's registered office.

18. Miscellaneous and Final Provisions

- 18.1. The Parties represent and warrant that neither of them feels to be or considers itself to be the weaker Party when compared to the other Party and that they had the opportunity to familiarise themselves with the wording and the content of the Purchase Contract and these T&Cs, that they understand the content, intend to be bound by it and that they have sufficiently discussed the contractual arrangements. The Parties declare that this Purchase Contract has been concluded based on their true and free will, not under duress or under markedly unfavourable conditions.
- 18.2. The Parties expressly agree to waive any right to cancel the Purchase Contract and restoration to the original state in the event that the mutual performance under the Purchase Contract is grossly disproportionate and explicitly exclude the application of the provisions of Sections 1788, 1793-1795, 1798-1800, 2050 and 2108 of the Civil Code.
- 18.3. The Customer shall not be entitled to assign its claims arising from the Purchase Contract to any third party and shall not be entitled to set off any of its claims against the Supplier's claims.

- 18.4. The Supplier is entitled to assign its claims arising from the Purchase Contract to any third party, however, in such a case it undertakes to inform the Customer of this fact.
- 18.5. The Supplier and Customer undertake to mutually provide cooperation during any inspections by financial or customs authorities in connection with transactions carried out between them.
- 18.6. If the Customer is from another member state of the European Union and invoicing is performed with a zero VAT rate for the reason of selling the Goods to another member state, the Customer undertakes to fulfil all required conditions for conducting a valid intra-community transaction, in particular for trading purposes, provide the Supplier with its valid tax identification number ("DIČ"). The Customer shall also provide the Supplier with documents proving the sale of the Goods to another EU member state (duly filled and confirmed transport documents), in particular, CMR Note, Delivery Note including duly filled and confirmed declaration of delivery of the Goods to another member state for the purpose of inspection by Czech authorities.
- 18.7. If, for any reason, it is not possible to issue an invoice with a zero VAT rate, the invoice shall be issued inclusive of VAT at the rate applicable in the Czech Republic, and the Customer shall be obliged to pay the Purchase Price including VAT established in the aforementioned manner.
- 18.8. All documents must be mutually confirmed by both Parties, in particular Orders, CMR Notes and Delivery Notes including the Customer's declaration of acceptance of the Goods.
- 18.9. These Terms and Conditions have been drawn up in the Czech, English and German language. In the event of any discrepancies between the individual language versions, the Czech version shall prevail.
- 18.10. This Purchase Contract, including these T&Cs, can only be amended or modified in writing. The Supplier shall be entitled to change these T&Cs at any time, and the Customer may, within 14 days of the date on which this change was notified to it, express its disagreement with the new version of the T&Cs. If the Customer fails to do so, the new version of the T&Cs shall be binding on the Customer upon the expiry of this period. In the event that the Customer rejects the new version of the T&Cs in writing within the aforementioned period, the T&Cs in their current version shall remain in force.
- 18.11. If any provision of the Purchase Contract, including these T&Cs, becomes or is found to be unenforceable, invalid, ineffective or null, such unenforceability, invalidity, ineffectiveness or nullity shall not affect the remainder of this Purchase Contract, including the remainder of these T&Cs. The Parties undertake to replace such invalid, unenforceable or void provision with a valid, enforceable and effective provision with the same or a similar commercial and legal meaning, or conclude a new Purchase Contract within 7 (in words: seven) business days of receiving the other Party's notice. The applicability of the Purchase Contract and these T&Cs to the extent of valid and enforceable provisions is not thereby affected.

Valid from 01/01/2022