Purchase Conditions for Production Material and Spare Parts ("Purchase Conditions") (Czech Republic)

General, Scope and Form
Vitesco Technologies Czech Republic s.r.o. (in the following "Vitesco Technologies") supplies to the automobile industry and the Supplier is aware that its products pass through the Supply chain. Pursuant to Section 1751 of Act No. 89/2012 Coll., the Civil Code (the "Civil Code"), these Purchase Conditions shall govern all goods and services supplied in connection with purchase contracts and contracts for work and materials and apply exclusively to all legal relations between the Supplier and Vitesco Technologies. Insofar as no applicable specific or supplementary regulations are contained herein, the provisions of the general law shall apply. Individual agreements may prevail over these Purchase Conditions.

Any other general terms and conditions shall not apply even if such are not expressly rejected in each case. Similarly, the receipt of any goods or services by Vitesco Technologies or payment for such shall not constitute an acceptance of any general terms and conditions of the Supplier.

Pursuant to Section 1752 para. 1 of the Civil Code, these Purchase Conditions may be amended by Vitesco Technologies in a reasonable extent with regard to contracts for long-term and repeating performances of the same kind. The Supplier shall be notified of such an amendment in writing or via e-mail, and failure of a Supplier to accept such an amendment shall result in the Supplier being entitled to withdraw from the contract within a one-month period commencing on the day following the delivery of the amendment. The withdrawal will be subject to a 14-day notice period commencing on the day following the delivery of the notice in which case the original version of these Purchase Conditions applies.

Any agreements at variance hereto or any supplements or amendments to these Purchase Conditions shall be valid only if such are made or confirmed in writing by the responsible purchasing department of Vitesco Technologies.

Orders and Calls for Delivery
Purchase orders shall be binding only if issued by Vitesco Technologies in text form. Purchase orders shall be deemed to have been accepted if the Supplier does not object to such within 2 weeks of receipt in text form and, in relation to any calls for delivery in terms of order planning, if the Supplier does not object to such within 5 working days of receipt in text form.

Notwithstanding the above, each step taken by the Supplier to fulfill a purchase order or call for delivery shall constitute an acceptance of the respective purchase order or call for delivery.

Prices
The agreed prices are fixed prices and include packing and freight costs but are subject to any applicable value added tax or similar tax applicable under the law.

Documentation and Evidence
The Supplier shall provide to Vitesco Technologies all necessary delivery and freight documentation at the time of delivery and acceptance.

The Supplier shall make available without undue delay any evidence of origin requested by Vitesco Technologies with all necessary details and data and the same shall apply correspondingly to any tax documentation required for foreign or intracommunity deliveries.

The Supplier shall inform Vitesco Technologies without undue delay, if a supply is, in whole or in part, subject to export restrictions under Czech or EU law or the law of any other jurisdiction.

Delivery and Delivery Dates
Agreed delivery dates are binding. If the Supplier recognizes that a delivery date cannot be kept for whatever reason, the Supplier shall notify Vitesco Technologies without undue delay stating the reasons for and the foreseeability of such delay and detailing the consequences and suitable preventative measures.

Any acceptance of any delayed delivery of goods or services shall not constitute a waiver by Vitesco Technologies of its rights and remedies for late delivery.

In case of any premature delivery of goods or services Vitesco Technologies reserves the right to return such at the expense and risk of the Supplier. If there is no return of the goods, such shall be stored at the premises of Vitesco Technologies until the agreed delivery date at the expense and risk of the Supplier. In case of premature delivery Vitesco Technologies is entitled to apply the agreed delivery date as the basis for calculating the target date for payment.

The Supplier shall be entitled to allow performance by a third party (e.g. subcontractor) only if Vitesco Technologies has agreed to such in text form. If any third party performance is agreed, the Supplier as subcontractor, it shall be jointly and severally liable for damage caused without any limitation. Provision of Sec. 2914 of the Civil Code on guarantee of the Supplier (culpa in eligendo) is hereby excluded.

Transfer of Risk and Place of Performance
The transfer of risk shall take place in accordance with the agreed Incoterm. If no such agreement has been made, delivery shall be DDP (Incoterm 2010 International Chamber of Commerce at Paris) to the place of receipt or use set out in the Purchase Order.

The place of delivery for any supplies shall be the place of receipt of Vitesco Technologies (Vitesco Technologies address stated in the purchase order).

Quality
The Supplier warrants that the quality of the goods to be supplied to Vitesco Technologies shall conform on an on-going basis with the current state of science and technology at the time. Any changes to the product or processes must be reported.

The Supplier shall establish and maintain a suitable, documented quality assurance system corresponding to the latest state of the art. In this regard a "zero-defect strategy" shall be binding. The Supplier shall keep records of all tests, tests performed, examinations, and shall make such available to Vitesco Technologies upon request. The Supplier hereby agrees to quality audits by Vitesco Technologies or, a party appointed by Vitesco Technologies, for the evaluation of the effectiveness of the Supplier’s quality assurance system and, if necessary, such shall involve a customer of Vitesco Technologies.

The Supplier shall be responsible for all rules and agreements with Vitesco Technologies being passed on to and implemented by its subcontractors.

Claims for Defects
Vitesco Technologies shall be entitled to claim for any defect if such defect is not known to Vitesco Technologies at the time of the conclusion of the contract for reasons of gross negligence. Section 1917 of the Civil Code and Sec. 2914 of the Civil Code shall apply even if such are not expressly rejected in each case.

If the Supplier does not fulfill its obligations for performance of subsequent performance, Vitesco Technologies may rectify any defect itself or have such undertaken by a third party and require the Supplier to compensate for any necessary costs. In case of any subsequent performance by the Supplier, if the Supplier is in delay with any subsequent performance or any other urgent claims, no setting of a further deadline shall be necessary and Vitesco Technologies may undertake the necessary measures itself or through a third party at the expense of the Supplier. Vitesco Technologies shall notify the Supplier before the undertaking of any such measures. If this is not possible, the measures may be unbundled for warranty events for any claims against cases where it is necessary to prevent damage; in such cases Vitesco Technologies shall give information without undue delay.

The warranty obligations of the Supplier shall not be affected thereby: this shall not apply to any defects attributable to measures carried out by Vitesco Technologies or a third party.

In case of defects the warranty period shall be 36 months from the initial registration of the vehicle or Vitesco Technologies instalation, but no more than 48 months from the delivery to Vitesco Technologies, unless agreed otherwise by contract or other periods at law apply.

In case of any rectification or subsequent performance, the limitation period for defect liability in relation to the respective goods or services shall start anew.

By receiving goods, accepting or approving any submitted drawings or delivery notes Vitesco Technologies waives any right to claim for defects without any claim on the basis of defect liability or any other rights to which Vitesco Technologies is entitled for breach of contractual obligations injuries by the Supplier.

In respect as customer and supplier of Vitesco Technologies, the Supplier shall use a reference market procedure or a similar procedure customary in the automobile industry for determining any warranty events for any claims against Vitesco Technologies for defects in goods resulting from defects in the goods of the Supplier, such procedures shall not unduly affect the supply relationship between the Supplier and Vitesco Technologies and to that extent the Supplier hereby waives any right for proof of a defect to be shown.

Duty to Inspect and Notice of Defect
Insofar as Vitesco Technologies is obliged to give notice of defects, the provisions of law of 1922 para. 1 of the Civil Code) as to the duties of manufacturer to inspect and give notice of defect shall apply subject to the following:

Vitesco Technologies shall examine any goods including delivery documentation supplied by the Supplier upon receipt for conformity with the goods ordered, for any discrepancies as to quantity as to quality or as outwardly recognizable damage which is apparent (e.g. transportation damage, incorrect delivery or a shortfall in delivery). Any defects detected during this examination shall be notified by Vitesco Technologies to the Supplier without undue delay. Furthermore, the Supplier waives any right to claim any additional payment by Vitesco Technologies, if acceptance procedures are agreed, any duty of inspection shall be excluded.

The Supplier shall notify the Supplier in writing without undue delay of any hidden defects in a delivery as soon as such are detected in the ordinary course of business operations. Hidden defects shall include any defects which are not apparent only during processing or in the course of the intended use of the supplied goods. In this regard, Vitesco Technologies waives any right of defence based on delayed notice of defects.

Liability
If any claim is made against Vitesco Technologies under Czech law or any other system of law, the Supplier shall be liable for any claims of third parties relating to personal injury or damage to property connected with any faulty and/or defective product supplied by the Supplier. In such case the Supplier
shall, upon first demand, provide compensation to Vitesco Technologies against any claims of third parties insofar as the Supplier itself would be liable to law at such third party. In any case of liability based on fault that it is not caused by the fault of the Supplier, or as a recall action is necessary in order to satisfy the requirements of law, a regulation, an order or any injunction or other obligation or for a safety precaution to prevent personal injury or, in case of other field or service actions, the Supplier shall refund to the Supplier, of such an infringement or alleged infringement of which a Party has been able to recognise such whilst the Supplier had not been able to recognise such whilst the Supplier had no adequate means or expertise to make available any necessary information;(4) the Supplier provides Vitesco Technologies with all texts of the licensing conditions, references made in the product documentation as well as the build scripts by no later than the time of delivery;(5) the Supplier ensures the compatibility of the various OSS licences used;(6) it uses OSS under GPLv3 only after previous written approval of Vitesco Technologies and,(7) it makes the SPDX documentation for the respective OSS available to Vitesco Technologies. In case of any breach of the duties under this section the Supplier shall compensate Vitesco Technologies its affiliated companies, its managing directors, managers, employees, agents and subcontractors as well as other representatives of Vitesco Technologies or its affiliated companies for any resulting damages and losses and the Supplier shall indemnify such against any resulting claims including those of third parties. An "affiliated company" of Vitesco Technologies is any company which is controlled directly or indirectly by a company, under common control with this company, or which controls a company; the term "control" shall apply if the Supplier has the possession of more than 50% voting rights of the company.

Confidentiality
The Supplier undertakes to treat as confidential all information communicated to it in connection with the business relationship with Vitesco Technologies. Such information may be disclosed to a third party only after prior written approval of Vitesco Technologies. The abovementioned items may not, without the prior written approval of Vitesco Technologies, be transferred, communicated; (3) was made available to it by a third party or third parties. The Supplier shall be responsible for ensuring that goods, which are intended commercial purpose within 14 days upon receipt of the respective Party is in default. This shall also apply if the Supplier is in default. The Supplier shall notify the Supplier - insofar as such is reasonable - as to the content and scope of any measures or actions to be carried out and shall provide the Supplier with an opportunity to comment on such.

Proprietary Rights, Third Party Rights and Infringement of Third Party Rights
The Supplier shall be responsible for ensuring that the products and services supplied to Vitesco Technologies constitute proprietary right applications for the goods as well as other representatives of Vitesco Technologies or its affiliated companies for any resulting damages and losses and the Supplier shall indemnify such against any resulting claims including those of third parties.

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