

General Terms and Conditions Electronics Manufacturing Services of JABLOTRON a.s. (*hereinafter referred to as "GTC EMS"*)

1. Introductory provisions

1. These General Terms and Conditions of JABLOTRON a.s., having its registered office in Pod Skalkou 4567/33, Jablonec nad Nisou, postal code 466 01, Czech Republic VAT No. CZ 286 68 715 (*hereinafter referred to as the "seller" or "JABLOTRON"*), shall govern all legal relations regarding the sale or manufacture of the product by JABLOTRON to/for third parties in the capacity of buyers or clients (*hereinafter referred to as the "buyer"*), unless otherwise expressly agreed in writing in the individual purchase or work contracts. The provisions of a written purchase contract shall always prevail over the provisions of these GTC EMS. The seller and the buyer are hereinafter jointly referred to as the (contracting) parties.

2. All agreements between the seller and the buyer in connection with the sale or manufacture of the product and any changes thereto shall be made in writing.

2. Conclusion of purchase contracts

1. The sale or manufacture of the product by the seller to/for the buyer shall be carried out based on individual purchase contracts or work contracts concluded between the seller and the buyer, subject to the terms and conditions set out in the particular contract and these GTC EMS, unless otherwise agreed (*hereinafter referred to as the "purchase contract"*).

2. The purchase contract is concluded by unconditional acceptance of the written proposal for the conclusion of the purchase contract, subject to the terms and conditions set out in this written proposal for the conclusion of the purchase contract and these GTC EMS. The content of the concluded purchase contract may only be changed by agreement of the contracting parties, always in the form of written amendment.

3. By submitting the written proposal of the buyer for the conclusion of the purchase contract or by concluding the purchase contract, the buyer confirms his acquaintance with these GTC EMS, and the above actions of the buyer are considered as unconditional acceptance of these GTC EMS.

4. A written or electronic order of the buyer demonstrably sent to the seller, or a written or electronic offer of the seller sent to the buyer shall be deemed the written proposal for the conclusion of the purchase contract.

5. If the seller refers to his terms and conditions in his proposal for the conclusion of the purchase contract or acceptance of the proposal (Section 1751(2) of the Civil Code), these GTC shall be deemed to be applicable, and the buyer's terms and conditions shall not be taken into account.

6. The written proposal for the conclusion of the purchase contract must include: the type and quantity of the product, the buyer's special requirements for the product including the specification of these requirements (Article 3(2) of these GTC), the identification of the buyer, the person acting on behalf of the buyer (in the case of a buyer's order) and the purchase price of the product.

7. Based on the concluded purchase contract, the seller is obliged to deliver the product to the buyer subject to the agreed conditions. The buyer is obliged to accept the delivered product and pay the agreed price to the seller.

3. Product

1. Within the meaning of these GTC EMS, a product is understood in particular to be products from the field of industrial electronics, regardless of their further destination and use.

2. In case the product is to be delivered according to the buyer's special requirements (technical, design, graphic design, etc.) or according to a reference sample provided by the buyer, the buyer is obliged to specify such requirements and notify the seller thereof (by providing full production documentation, technical and design drawings in the usual scope and level, providing a reference sample, etc.) together with the proposal for the conclusion of the purchase contract. In this case, the buyer is responsible for design defects in the goods. In the event that during the production of the ordered product the buyer changes the specification of the ordered product (its design, etc.), the buyer bears the associated costs.

3. If it is agreed or implied from the concluded purchase contract that the buyer will deliver the items necessary for production (material), the buyer shall hand over such material to the seller no later than 7 days before the start of production operations. The agreed price of the product shall not be reduced by the price of the delivered material, unless otherwise specified in the purchase contract. The buyer acknowledges and understands that for each item of material supplied, the technologically necessary loss must be taken into account, given the nature of the production process:

Type/quantity	up to 100 pcs	up to 1000 pcs	over 1000 pcs
SMD (surface mount technology) components passive	5 pcs	2%	0.5%
SMD components active with price up to CZK 30 / pcs	3 pcs	2%	0.5%
SMD components active with price over CZK 30 / pcs	2 pcs	0.3%	0.2%
THT (through-hole technology) components	2 pcs	0.3%	0.2%

4. If the product is to be delivered on the basis of a reference sample, which the seller has processed and made on the basis of a binding demand of the buyer, the buyer undertakes to pay the seller the costs of development of the delivered product, including the costs of materials and the production of the reference sample (hereinafter referred to as the development costs), unless otherwise agreed between the contracting parties.

5. The buyer acknowledges and understands that, as a rule, immediately after the conclusion of the purchase contract (Article 2 of these GTC EMS), the seller orders from its suppliers the material necessary for the production of the ordered product, based on its specification in the order. In the event of any subsequent change of the ordered product by the buyer (qualitative or quantitative, or technical changes), which will result in the uselessness of the already ordered material in relation to the delivered product (newly specified by the buyer), the buyer undertakes (unless otherwise agreed between the seller and the buyer) to reimburse the seller for all costs associated with the acquisition of such unusable material (the cost of the material itself, transport costs, customs fees, etc.).

6. Unless it is agreed in writing between the seller and the buyer that the seller will test the reference sample supplied at the buyer's request, then such test shall be deemed to have already been made by the buyer upon buyer's ordering of the product according to the reference sample and the seller shall not be liable for any potential defects in the product due to the defectiveness or incompleteness of the reference sample. This is without prejudice to the seller's liability for any other defects in the goods.

4. Delivery conditions and acceptance of the product

1. Delivery of the product means handing over of the product to the buyer in accordance with the concluded purchase contract. Upon delivery of the product to the buyer, the seller's obligations to deliver the product are fulfilled.

2. Unless a different delivery date is agreed in the purchase contract, the product will be delivered based on written confirmation of the delivery date by the seller. The seller may also fulfill his contractual obligations in the form of partial deliveries.

3. If the product is to be delivered according to the buyer's special requirements and these requirements are not specified to the seller on the date of conclusion of the purchase contract, or if they are not provided complete or are unusable on that date (Article 3(2) of these GTC EMS) or if it is agreed that the buyer will deliver the items necessary for production (Article 3(3) of these GTC EMS), the delivery date of the product shall be extended by five working days for each day of delay by the buyer in fulfilling his obligations. In the event that changes are made to

the product to be delivered based on agreement between the contracting parties, the delivery date shall be extended by a further four weeks unless agreed otherwise.

4. Unless otherwise agreed in the purchase contract, the agreed place of performance shall be the place of the seller's registered office. If the purchase contract provides for the shipment of the product to the buyer, the seller's obligation to deliver the product to the buyer is fulfilled by handing it over to the first carrier, at which point the risk of damage to the goods passes to the buyer. Unloading of the product is at the buyer's expense. The buyer shall bear all costs related to delays in unloading. Unless otherwise agreed, the buyer shall arrange for the loading of the delivered product at the designated place on working days within the dispatch time from 7:00 a.m. to 3:00 p.m., otherwise the seller reserves the right not to release the product to the buyer. In this case, the buyer bears the costs and liability for damages associated with the failure to comply with this obligation.

5. If the buyer is in default with the acceptance of the product, the risk of damage to the goods passes to the buyer. On the 5th day of the buyer's delay in taking over the product, the seller shall be entitled to payment for the storage of the product in the usual amount of CZK 8.20/day (EUR pallet - height up to 1.5m).

6. The buyer is obliged to take over the product. By accepting the product, the buyer confirms the fulfilment of the seller's obligation to hand over the product-related documentation. Upon receipt of the product, the buyer is obliged to inspect the product with professional care and indicate any defects or damage to the product or its packaging in the delivery note. By confirming the delivery note without reservation, the product, including the packaging, is deemed to have been delivered undamaged.

5. Purchase price, payment terms, transfer of ownership

1. Upon delivery of the product to the buyer, the seller shall be entitled to payment of the price of the product (*hereinafter referred to as the "purchase price"*). The purchase price of the product is agreed in the purchase contract. Unless otherwise agreed, the purchase price is the price excluding VAT, which shall be charged at the legal rate. Delivery of the product is negotiated subject to the EXW delivery clause.

2. Unless otherwise stipulated in the Purchase Contract, the Purchase Price is payable within 14 days from the date of issue of the tax document issued by the Seller. The tax document (invoice) must have the mandatory elements according to the applicable legislation.

3. If the buyer is in default with the performance of any monetary obligation towards the seller, the buyer shall pay the seller a contractual penalty of 0.05% of the due amount per day. The occurrence of the title to the contractual penalty does not affect the seller's right to compensation for damages incurred by the breach of this obligation, and the seller is entitled to claim compensation for damages in excess of the contractual penalty.

4. Unless otherwise specified, all monetary performance under the purchase contract shall be made by a non-cash payment to the seller's bank account specified on the tax document issued by the seller. The payment will be identified by the tax document number.

5. The buyer shall not be entitled to set off any of his claims against the seller's claim for the purchase price, unless otherwise agreed between the contracting parties.

6. The seller reserves the right to refuse performance under all purchase contracts concluded with the buyer (delivery of the product) in cases where the buyer is in default in payment of the purchase price or other obligation (interest on default, contractual penalty, compensation for damages) under any purchase contract.

7. Upon full payment of the purchase price, ownership of the product is transferred to the buyer.

8. The seller has the right to require the buyer (at the seller's expense) to secure the obligation in respect of the agreed purchase price by issuing a security promissory note by the buyer or by concluding an agreement on the recognition of the obligation in the form of a notarial deed and an agreement on consent to its direct enforceability. If the required security is not provided by the buyer to the seller, the seller has the right to withdraw from the purchase contract and not to deliver the ordered product.

6. Packaging, packages and storage

1. The seller is obliged to package and label the delivered product in a manner customary in the course of business for the given type of product. In case of doubt as to the customary packaging, it is agreed that the seller shall determine the method of packaging. In the event of the buyer's request for a different than usual method of packaging, the buyer shall bear the costs associated with this, unless otherwise agreed by the contracting parties.

7. Product quantity and quality, liability for product defects, quality guarantee

1. The delivered product shall have the properties agreed in the purchase contract, otherwise the properties usual for the given type of product, shall comply with the legal regulations and technical standards valid in the Czech Republic and the EU.
2. The seller is obliged to deliver the product in the quantity, design and quality specified in the purchase contract. Deviations in the delivered quantity of the product are permissible, and the product is considered by the seller to have been properly delivered if the deviation of the delivered product, which has not been electrically or functionally tested, corresponds to the following range:
 - a) product quantity up to 1,000 pcs max. deviation 1.0%
 - b) product quantity up to 3,000 pcs max. deviation 0.5%
 - c) product quantity over 6,000 pcs. max. deviation 0.3%
3. With regard to the type and nature of the delivered product, the seller provides the buyer with a guarantee for the quality of the delivered product due to manufacturing defects for a period of 12 months, unless a different guarantee period is stipulated in the purchase contract.
4. The seller is liable to the buyer for defects in the delivered product. However, the seller is not liable for defects in the product resulting from incorrectness, unsuitability or incompleteness of the buyer's specific requirements (Article 3(2) of these GTC EMS) or resulting from defects or unsuitability of the material supplied by the buyer (Article 3(3) of these GTC EMS) and for defects resulting from improper handling, use and storage of the goods, as well as for defects resulting from handling, use and storage in violation of these GTC EMS or for defects resulting from other circumstances excluding the seller's liability.
5. Slight and minor deviations in the color and design of the product, which do not and cannot affect the useful properties of the product and the way it is used, are not considered as defects of the product. If the product is delivered according to a reference sample, the buyer acknowledges and understands that the delivered product may have deviations from the reference sample (specified in the previous sentence), which may be due to the industrial production of the delivered product.
6. The buyer is obliged to inspect the product immediately after delivery. The buyer is obliged to notify the seller of any defects in the product without undue delay after the defect has been or could have been detected. In the case of obvious defects (detectable during inspection within the meaning of Section 2104 of the Civil Code) within 5 days of the inspection of the product or after the inspection should have been carried out.
7. Defects in the product must be notified in writing to the seller by the buyer, stating the type and extent of the defect and the manner in which the defect is manifested. The buyer is obliged to attach a photocopy of the tax document issued by the seller to such notification.

8. If the product is delivered with a defect, the buyer (by way of derogation from Sections 2106 and 2107 of the Civil Code) has only the right to (i) the delivery of the missing quantity of the product, or (ii) the elimination of the defect in the product by repairing it, or (iii) a reasonable discount on the purchase price. If the defect cannot be remedied by repairing the product and if it is a defect that renders the delivered product unusable for its usual purpose, the buyer has exclusively the following rights under the liability for defects in the delivered product, in the following order: (i) the right to have a new product delivered, (ii) the right to withdraw from the purchase contract if the seller notifies that he will not remedy the defect by delivering a new product or fails to do so within a reasonable time. The seller is always entitled to remedy the defect by repairing or supplying a new product or part thereof. The buyer is obliged to notify the seller in writing of the choice of the method to settle his claim for defects in the product together with the notification of defects in the product, but no later than 15 days after such notification.

9. The enforcement of the buyer's rights under the seller's liability for defects in the delivered product does not relieve the buyer of the obligation to pay the purchase price of such goods.

8. Compensation of damage, force majeure

1. The seller shall not be liable for damage caused to the buyer by a breach of the seller's obligation to deliver the product if this is due to circumstance excluding liability. A circumstance excluding the seller's liability is always given if the damage is caused by force majeure, including strikes, fire, floods, transport failures, energy and raw material supply failures, emergency conditions, operational failures for which the seller is not liable and for reasons excluding liability within the meaning of Section 2913(2) of the Civil Code. In the event of such an impediment, the seller shall notify the buyer immediately. The seller has the right to extend the delivery date of the product for the necessary time. In the event of the buyer's disagreement with the extension of the delivery date, the buyer shall have the right to withdraw from the purchase contract, even in the part not yet fulfilled.

2. The seller shall be liable to the buyer only for damage caused to the buyer in direct connection with the application of defects in the product handed over to the seller. Satisfaction that can be obtained by asserting one of the product defect claims cannot be asserted in respect of a claim for damages. The seller shall not be liable to the buyer for damages that the buyer may incur even indirectly as a result of the delivery of a defective product (in particular for lost profits, penalties and costs claimed by the contractual partner, the buyer's customer incurred in connection with the handover and delivery of a defective product and enforcement of claims for defects of such product). The buyer then explicitly waives against the seller all claims for compensation for damages that the buyer may incur in the future, even indirectly as a result of the seller's delivery of the defective product to the buyer (in particular, claims for lost profits), claims for compensation for penalties or costs claimed by the contractual partner, the buyer's customer, incurred in connection with the delivery of the defective product or enforcement of claims for defects of such product).

9. Rights arising from breach of the purchase contract

1. Each of the contracting parties is entitled to withdraw from the purchase contract if the property of the other contracting party has been declared bankrupt or if the petition for bankruptcy has been rejected for lack of assets, as well as if insolvency proceedings have been initiated against the other contracting party in which a decision on bankruptcy has been issued or if the insolvency petition has been rejected only because the assets are insufficient to cover the costs of the insolvency proceedings.

2. Each of the contracting parties shall be entitled to withdraw from the purchase contract only if the other contracting party breaches its obligations under the purchase contract in a material manner and fails to remedy such breach even within a reasonable additional period of time. Additional time shall mean a reasonable period of time set by the non-defaulting party, provided that such additional time shall not be less than 14 days. The above shall not apply to the buyer's withdrawal from the purchase contract due to his claim for defects in the delivered product.

3. Withdrawal from the purchase contract must be made in writing and delivered to the other contracting party, with the effects of withdrawal occurring on the date of delivery of the written notice. The consequences of withdrawal from the purchase contract are governed by the relevant provisions of the Civil Code, unless otherwise agreed between the contracting parties. However, the withdrawal from the purchase contract does not affect the right to damages, contractual penalties and the protection of information and intellectual property rights.

4. Withdrawal from the purchase contract does not affect the rights and obligations under other purchase contracts concluded between the contracting parties, if any.

10. Final provisions

1. The buyer acknowledges that the delivered product or its individual parts may be protected by intellectual property rights according to their nature. In such a case the buyer undertakes to refrain from any action that would unjustifiably interfere with the seller's rights protected by these legal provisions.

2. The arrangements in the purchase contracts are considered confidential.

3. Beyond the provisions of these GTC EMS or the purchase contract, any rights and obligations of the contracting parties shall not be inferred from the existing practice established between the contracting parties or the practices/customs observed in general or in the industry relating to the subject-matter of the purchase contract.

4. All changes and amendments to the purchase contract must be made in writing. Should any provision of the purchase contract become invalid, the other provisions shall remain in force and the resulting gap shall be replaced by a provision which by its nature corresponds to the purpose and intent of such contract. The parties to this contract expressly agree that their relationship established by this contract is governed by Czech law and is subject to the relevant provisions of Act No. 89/2012 Coll., the Civil Code, as amended.

5. Disputes arising from the purchase contracts, if any, shall preferably be resolved by mutual agreement between the contracting parties. In the event of a dispute, the contracting parties agree that the seller's general court shall have local jurisdiction.

6. The seller reserves the right to change these GTC EMS as needed.

7. These General Terms and Conditions EMS (GTC EMS) take effect on 1st January 2025.