

# GENERAL SALES TERMS AND CONDITIONS

Lamiweld s.r.o., ID:05609879, VAT:CZ05609879 based at Vejprnická 535/107, 31800 Plzeň,  
registered at the Regional Court in Plzeň, encl. #C 33629  
(hereinafter referred to as Lamiweld, Manufacturer or Seller)

## 1. Basic Provisions

- 1.1. Lamiweld is active in engineering, consulting, manufacturing services and in the production of products and equipment within the automotive industry.
- 1.2. The following general terms and conditions between Lamiweld (“Seller”) and the other contracting party (“Buyer”) apply to all services provided by Lamiweld to the Buyer, unless otherwise expressly agreed in a specific contract. These General Terms and Conditions are terms and conditions within the meaning of the provisions of § 1751 of Act No. 89/2012 Coll., Civil Code, as amended.

For the purposes of these General Terms and Conditions, namely performance means the sale of goods, provision of services, etc., which Lamiweld provides to the Buyer. By entering into a specific contract with Lamiweld, the Buyer expressly accepts all provisions of these General Terms and Conditions.

- 1.3. Any general terms and conditions of the Buyer shall not become part of the contract even if Lamiweld do not expressly object to them. Amendments and appendices to the contract shall always be in writing and must be signed by both parties. Should particular provisions of the contract be or become ineffective, the validity and effectiveness of the remaining provisions of the contract shall not be affected. The Parties undertake to replace the ineffective provision with an effective provision as close as possible to the meaning of the ineffective provision.

## 2. Contractual Relationship

- 2.1. The Buyer sends written orders to Lamiweld for the performance provided by Lamiweld. The contract is concluded upon delivery of the written order confirmation by Lamiweld to the Buyer without reservation. Any previous offers by Lamiweld are indicative and non-binding. Lamiweld is entitled to change the offers at any time at its own discretion.
- 2.2. The nature and scope of the services to be performed by Lamiweld are described in the tender. The offer is made based on the Buyer's request, which includes a full specification of the product/service required.
- 2.3. If Lamiweld, with the consent of the Buyer, takes over third-party products as the basis or part of its performance, it may base its further performance on these products if a performance contract has been concluded between the Buyer and Lamiweld and Lamiweld has been entrusted in this contract with the control of these taken-over products.

- 2.4. Lamiweld is entitled to delegate the performance of its obligations under the contract to other persons.

### **3. Price and Payment Terms**

- 3.1. The invoice becomes due on the date stated in the invoice delivered to the Buyer. If a fixed price is agreed, the invoiced price corresponds to the value stated in the contract or confirmed order and the scope of performance specified therein. Should additional performance requirements arise or should changes to the scope of performance be required, this must be confirmed in writing by both parties in an agreement on the price for the provision of this additional performance.
- 3.2. Unless otherwise stipulated in the contract, Lamiweld may require advance payments in a reasonable extent or they may invoice for partial performances already carried out.
- 3.3. The prices stated in the offer are binding for 30 days from the date of sending the offer to the Buyer.
- 3.4. In the event of the Buyer's default in payment of the performance price (remuneration), the Buyer undertakes to pay Lamiweld a contractual penalty of 0.05% of the unpaid amount per day for each day of delay. This is without prejudice to Lamiweld's right to full compensation.

### **4. Time Limits for Performance, Deadlines**

- 4.1. During the performance of the contract, if it becomes apparent that it will not be possible to meet the deadlines for reasons not attributable to Lamiweld (e.g. power outages, operational failures and delays on the subcontractor's side, as well as cases of force majeure), the deadlines for performance will be extended accordingly. This applies especially if the Buyer extends the performance scope during the term of the contract, if other changes to performance are required or if delays are caused by incorrect or incomplete data or other insufficient cooperation on the Buyer's side. Lamiweld shall promptly notify the Buyer of any resulting delays.
- 4.2. The Buyer is obliged to provide documents, groundwork, data, hardware and software as well as all other items and information necessary for the performance. The respective dates of provision shall be agreed with Lamiweld.
- 4.3. If the binding delivery date or the binding delivery period is exceeded solely for reasons on the Seller's side, Lamiweld is in default by exceeding the delivery date or delivery period.

If the Buyer is entitled to compensation for damages incurred by such delay, such compensation shall be limited to an amount equal to 0.05% of the performance price for each day of delay, but not more than a total amount equal to 5% of the performance price.

- 4.4. If the Buyer is entitled to compensation for damages for reasons other than Lamiweld's default, the parties agree that the amount of compensation shall be limited to an amount equal to 5% of the price of the performance.

- 4.5. The risk of damage to the performance object passes to the Buyer at the moment of handing over the performance to the Buyer.
- 4.6. Title to the performance object shall not pass to the Buyer until the Buyer has paid the agreed price in full and without deductions to Lamiweld.

## **5. Buyer's Cooperation**

- 5.1. The extent and quality of Lamiweld's performance is critically dependent on the extent and quality of the cooperation between the Buyer and the manufacturer and/or user of the product, as applicable. Therefore, the Buyer shall provide all necessary cooperation for the fulfilment of the order to Lamiweld on due time and free of charge.
- 5.2. The Buyer undertakes to pay Lamiweld's costs incurred by providing the necessary information late, incorrectly or incompletely or if Lamiweld has to repeat the performance due to the Buyer's lack of cooperation, or if Lamiweld is in default for these reasons. Even if a binding fixed or maximum price is agreed, Lamiweld shall be entitled to invoice the additional costs incurred in excess of the fixed price fixed.

## **6. Takeover**

- 6.1. All deliveries shall be delivered under the terms of the EXW- Ex Works delivery clause (as per INCOTERMS 2020), unless other delivery terms have been agreed between Lamiweld and the Buyer. The place of delivery and the delivery date shall be specified in the relevant contract or order by the Buyer.
- 6.2. The Buyer undertakes to duly confirm the delivery note or handover report upon acceptance of the performance. Proper confirmation means the legibly written name of the person authorised to accept the performance on behalf of the Buyer, the date of acceptance, the signature and stamp of the Buyer. If the Buyer refuses to confirm the delivery note or handover report in the manner specified, Lamiweld shall be entitled to refuse to hand over the performance. In this case, Lamiweld shall not be in default in delivering the performance to the Buyer.
- 6.3. The Buyer is entitled to refuse to accept the performance in the event of a defect in performance or incompleteness of performance, provided that in the particular case, the performance must be provided as a whole. The Buyer shall not be entitled to refuse to accept the performance if the performance is performed in parts and the nature of the performance does not preclude the possibility of accepting the performance in parts, whereby Lamiweld shall not be obliged to reimburse the Buyer for any costs caused by partial performance. Should the Buyer refuse to accept the performance for any other reason, the date of delivery of the performance shall be deemed to be the date on which the Buyer refused to accept the performance.

## **7. Defects**

- 7.1. Lamiweld shall complete the performance properly and in accordance with the legal regulations and technical standards applicable to the specific performance. Due to the type of manufacturing activity and the use of materials susceptible to form changes due to ambient temperature fluctuations, it is impossible to detect all defects or deviations

of products or systems under all conditions of use. Taking this into account, Lamiweld assumes the warranty for proper performance agreed with the Buyer. If the Buyer discovers any defects or deviations in the performance product during the contract period and the warranty period of 12 months after acceptance of performance, he must notify Lamiweld immediately in writing.

- 7.2. If the Buyer breaches this obligation, Lamiweld does provide warranty to such performance, and Lamiweld is not obliged to rectify defects or deviations of the products or systems.
- 7.3. Submitting claims resulting from defects in performance shall be governed by Act No. 89/2012 Coll., the Civil Code, as amended from (hereinafter referred to as the "Civil Code") to the extent not regulated by these General Terms and Conditions. If a defect is detected, the Buyer may only request an additional repair of the agreed performance in the first instance. If the additional repair fails, especially if the defect cannot be rectified or if further attempts at additional repair would be unacceptable to Lamiweld, the Buyer may demand a price reduction (discount) from Lamiweld instead of the additional repair, or they may withdraw from the contract. Any claims for damages can only be made within the scope of clause 8 (Liability for Damages). The right to become compensation from Lamiweld shall then cease.
- 7.4. Should the costs of additional repairs under the warranty be increased since the additional performance is to be carried out at a different location than the originally agreed delivery location (place of performance), the Buyer shall be obliged to pay these additional costs.
- 7.5. The Buyer's claims for removal of defects as well as claims for discount and compensation for damages submitted to the Buyer shall underlie the Civil Code to the extent that they are not regulated by these General Terms and Conditions.

## **8. Liability for Damages**

- 8.1. If the damages incurred to the Buyer in connection with a breach of Lamiweld's obligation to provide performance will be covered by Buyer's insurance policy covering the relevant damage event (e.g. machinery insurance, assembly insurance, insurance of damage caused by natural disaster, fire insurance or transport insurance, but not insurance for a specific sum insured), the parties agree that the damage incurred shall be primarily covered by that insurance. Lamiweld shall only be liable for any related damages to the Buyer, such as higher insurance premiums, until the insurance company has settled the claim.
- 8.2. Liability for damages due to delay in delivery is regulated in clause 4 of these General Terms and Conditions.
- 8.3. If Lamiweld is legally liable for damages incurred to the Buyer, the limitation of liability for damages shall apply accordingly, i.e. the parties expressly agree that Lamiweld shall reimburse the Buyer for damages up to a maximum of 5% of the performance price.

## **9. Copyright and Property Rights, Rights to Use the Work**

- 9.1. All intellectual property rights and proprietary rights in processes, documentation, programs, calculations, images, etc. developed by Lamiweld remain with Lamiweld.
- 9.2. The Buyer shall have a non-exclusive, time-unlimited right to use the work, or the performance relating to the results achieved under the contract, for the purposes specified in accordance with the contract, otherwise for manufacturing and/or sale of relevant products without limitation related to the manufacturing and distribution region.
- 9.3. The costs of the intellectual property rights registration arising during the contract performance shall be borne by both parties for their own rights registered. This shall also apply to invention fees for the respective personnel. The Parties shall always inform each other promptly of the filing of an application for registration of an intellectual property right and in which countries it is filed.
- 9.4. If employees of the Buyer and Lamiweld are jointly involved in the inventions that arise during the agreed performance, the Parties shall immediately agree who shall draw up the respective collective application for the intellectual property right or patent. The registration of the common inventions shall then be carried out collectively by both Parties; each Party shall pay half of the costs incurred.
- 9.5. If one of the Parties is no longer interested in further protection of the intellectual property right, they shall propose the other Party to take over their share.

## **10. Rights of Third Parties**

- 10.1. If any third party makes claims against Lamiweld for infringement of their rights, and if Lamiweld has performed the order according to the Buyer's specifications, the Buyer undertakes to indemnify Lamiweld against such claims and to pay all necessary costs incurred to Lamiweld in connection therewith.
- 10.2. If a third party asserts rights that were not known to Lamiweld, Lamiweld shall, in agreement with the Buyer, either obtain the right to use the product in question or modify the result of the performance so that the asserted third party's right will no longer be infringed. The costs incurred resulting from such measures shall be borne by the Buyer.

## **11. Withdrawal from the contract**

- 11.1. If the Buyer fails to provide the necessary cooperation, if the Buyer fails to secure the cooperation of the manufacturer and/or user necessary to perform the performance, if the information or data provided by the Buyer, manufacturer and/or user of the performance is incomplete, inadequate or incomplete, or if changes additionally requested by the Buyer or found necessary by Lamiweld during the completion of the performance require additional actions not included in the agreed remuneration and the Buyer refuses to pay these additional costs, Lamiweld shall be obliged to provide the Buyer with a reasonable time period to enable the Buyer to provide the necessary cooperation or to agree with the payment of the additional costs incurred. If the Buyer

fails to provide cooperation or to agree with the payment of the extra costs incurred even within this period, Lamiweld shall be entitled to withdraw from the contract.

- 11.2. The Buyer shall reimburse Lamiweld for the costs incurred to Lamiweld as a result of the withdrawal, in particular the costs incurred to Lamiweld for the performance completed up to the withdrawal time, and Lamiweld will be entitled to receive appropriate payment for the damages incurred to Lamiweld as a result of the withdrawal (profit loss, in particular).

## **12. Confidentiality, Nondisclosure, Prohibition of Employee Recruitment**

- 12.1. The parties undertake to treat the terms and conditions and the content as well as all information and documents received from the other party in connection with the concluded contract confidentially, and they undertake to use the information and documents solely for their own operational purposes and not to disclose their content to any third party. The Buyer further undertakes to bind their employees and any third parties who provide advice or other assistance in connection with the performance or who provide equipment or components necessary for the completion of the performance to this confidentiality/nondisclosure obligation.
- 12.2. In the event of neglecting the obligation to bind all employees and third parties to the confidentiality/nondisclosure, or in the event of the confidentiality/nondisclosure violation, the Buyer agrees to pay a contractual penalty of CZK 500,000 for each such breach to Lamiweld. The contractual penalty agreement shall be without prejudice to the right to full compensation for damages. If Lamiweld uses subcontractors, they will also bind these subcontractors to confidentiality/nondisclosure accordingly. This obligation shall survive even after the transfer/shipment or receipt of the performance, and it will survive five years from the time of receiving of the protected information.
- 12.3. The confidentiality/nondisclosure obligation does not apply to information already provably known to a Party before its disclosure by the other Party, that has been communicated or disclosed by third parties in accordance with the law, that is generally known or accessible, or that becomes generally known or accessible through no fault of the other Party, that has provably been developed independently, or that has been compulsorily disclosed by law.
- 12.4. Lamiweld is entitled to provide basic information related to the performance at their discretion for reference purposes.
- 12.5. During the effective period of the contract and the completion of the performance, and for the following two years after delivering the performance, the Buyer undertakes not to employ Lamiweld's employees, who are or have been involved in the relevant performance, such as technicians, engineers and skilled workers. The Buyer further undertakes not to enter into a work contract with a worker who has worked for Lamiweld on the ordered performance. If this obligation will be violated by the Buyer, the Buyer undertakes to pay Lamiweld a contractual penalty of CZK 500,000.-- for each such violation of this obligation. The contractual penalty agreement shall not affect the right to full compensation for all related damages.
- 12.6. The Buyer undertakes to notify Lamiweld immediately of any unauthorised attempts by individuals or former Lamiweld employees to provide engineering, consultancy or other services in their own name/on their own account, of which the Buyer will become aware.

### **13. Applicable Law and Dispute Resolution**

- 13.1. These General Terms and Conditions and all relations arising between the contracting parties are governed by Czech law, in particular the Civil Code. The application of the UN Convention on Contracts for the International Sale of Goods (Vienna Convention) is excluded.
- 13.2. All arbitrable disputes between the Supplier and the Customer, that cannot be resolved by agreement between the parties, shall be decided by the courts of the Czech Republic, the agreed court being the general court of Lamiweld.
- 13.3. This document is a translation from the Czech language; in case of a different interpretation, the Czech original prevails.

### **14. Final provisions**

- 14.1. All rights of Lamiweld arising from the relevant contract shall be time-barred within a limitation period of 10 years from the date on which the right could have been exercised for the first time.
- 14.2. The application of the last sentence of Section 1764 and the provisions of Sections 1765 and 1766 of the Civil Code are excluded.
- 14.3. For the avoidance of doubt, the provisions of Sections 1799 and 1800 of the Civil Code are also excluded. All arrangements within the contractual relationship established by the contract in question shall comply with commercial practices and the principle of fair dealing.
- 14.4. The Seller is entitled to make changes to General Terms and Conditions, standard price lists, fees, etc., and is obliged to notify the Buyer of such changes by publication them on [www.Lamiweld.eu](http://www.Lamiweld.eu) no later than 30 days before they become effective. The Buyer is entitled to reject the changes to the general terms and conditions, standard price lists, fees, etc. and to terminate the contract for this reason, but no later than one week after the changes to the general terms and conditions become effective. The Buyer and Lamiweld agree that the Buyer undertakes to keep the Lamiweld website up to date with the current version of the General Terms and Conditions, standard price lists, fees etc. at least once a month.

Validity of the General Terms and Conditions  
of Lamiweld s.r.o.:

from November 1<sup>st</sup>, 2022