



## GENERAL TERMS AND CONDITIONS

of

**DFK Cab, s.r.o.**

### 1. Definitions:

**Customer** Any entity (i) that has entered into a Purchase Agreement or Framework Agreement with DFK, (ii) that has entered into negotiations with DFK regarding a Purchase Agreement or Framework Agreement, either by submitting a Purchase Order to DFK or demonstrating any other form of interest in purchasing Products, or (iii) with which DFK has entered into negotiations regarding a Purchase Agreement or Framework Agreement

**DFK** DFK Cab s.r.o., ID: 04468422, registered office of the company: Na Florenci 2116/15, Nové Město, 110 00 Prague 8, Czech Republic

**Documentation** All documentation or data (technical, commercial, workshop documentation) relating to the Products, DFK and its business

**Framework Agreement** Any framework agreement, purchase agreement, supply agreement or any other agreement (however named) between DFK and the Customer relating to the sale and purchase of Products that has been concluded in writing

**Terms & Conditions** These General Terms and Conditions of DFK

**Order Confirmation** A document, letter, notice or message (whether it is called an order confirmation or a proforma invoice or otherwise, and regardless of whether the notice is made electronically, in writing or otherwise) acknowledging receipt of a Purchase Order submitted by the Customer, this confirmation usually contains the Customer's name, specification of the Products, purchase price, shipping costs, method of delivery, delivery terms and/or other payment terms

**Products** Products manufactured, distributed or traded by DFK and, depending on the circumstances and context, services provided by DFK

**Purchase Agreement** An agreement, the meaning of which is set out in clause 3.3 of these Terms & Conditions

**Purchase Offer** Any form of offer of Products submitted by DFK to the Customer, usually stating the Customer's name, specification of the Products and the Purchase Price. Marketing materials, promotional materials or generic/non-addressed information relating to the Products do not constitute a Purchase Offer

**Purchase order** Any form of request or interest in the purchase of Products submitted by the Customer to DFK

### 2. General Provisions

2.1. These Terms and Conditions apply to all current and future Purchase Orders, Purchase Agreements, Purchase Offers, reviews or inquiries regarding the purchase of Products.

2.2. DFK hereby disclaims the applicability of any of Customer's general or other terms and conditions (regardless of name), even if such terms are submitted or delivered to DFK in any way. DFK hereby declares that it further disclaims any provision that would replace these Terms and



Conditions of the Customer, and DFK hereby disclaims any provision of the General Terms and Conditions of the Customer, according to which DFK is deemed to have tacitly accepted the rejection of these Terms and Conditions or the application of the General Terms and Conditions of the Customer.

- 2.3. For any deviations, modifications, additions or exclusions to these Terms and Conditions to apply, they must be in writing. The provisions of the Framework Agreements supersede the provisions of these General Terms and Conditions.
- 2.4. If DFK and the Customer enter into any Purchase Agreement or enter into any other legal relationship to which these General Terms and Conditions apply, the Customer shall be deemed to have agreed to the applicability of these General Terms and Conditions to future Purchase Agreements and any other legal relationships with DFK.
- 2.5. DFK is entitled to change these General Terms and Conditions. Such changes will come into effect on the effective date as announced. Unless the effective date has been expressly announced to the Customer, any changes affecting the Customer will come into effect on the date the Customer is notified or informed of them.

### **3. Purchase Offers, Purchase Orders, Purchase Agreements**

- 3.1. DFK may, upon the express request of the Customer or without such a request of the Customer, submit a Purchase Offer to the Customer. Purchase Offers made by DFK and submitted to the Customer will not be binding on DFK until the Customer submits a Purchase Order to DFK and the Purchase Agreement is concluded pursuant to clause 3.3.
- 3.2. On the basis of a specific Purchase Offer or even without such a Purchase Offer from DFK, the Customer may send a Purchase Order to DFK. Purchase Orders are not binding on DFK until the Purchase Agreement is concluded in accordance with Article 3.3.
- 3.3. Each Purchase Order must be confirmed by an Order Confirmation to become binding. An order confirmed through the Order Confirmation constitutes the Purchase Agreement, under which DFK undertakes to deliver the Products specified in the Order Confirmation and the Customer agrees to pay the purchase price specified in the Order Confirmation ("**Purchase Agreement**").
- 3.4. The Customer shall review the Order Confirmation and deliver any objections to the Order Confirmation to DFK within 24 hours of receiving the Order Confirmation.
- 3.5. The Purchase Agreement consists of the following documents, in order of applicability:
  - i. Order Confirmation;
  - ii. Framework Agreement (if applicable);
  - iii. These Terms and Conditions;
  - iv. Warranty Certificate;
  - v. Price List / List of Products (if applicable);
- 3.6. In the event of changes to DFK's internal production capacities or any other event that may affect the delivery time or any other terms of the Purchase Agreement ("Events"), DFK shall immediately notify the Customer of such events and inform the Customer of their consequences. DFK and the Customer will then agree to adjust the terms and conditions affected by the Events. Without prejudice to the above provisions, DFK reserves the right to unilaterally cancel or modify the Purchase Agreement after any Events if no agreement is reached with the Customer regarding the terms affected by the Event. However, DFK is not entitled to unilaterally change or modify the purchase prices set out in the Purchase Agreement without the Customer's consent.

### **4. Confidentiality**

- 4.1. The Customer undertakes to maintain strict confidentiality and not to disclose directly or indirectly to any third party any information disclosed by DFK that is marked as confidential or that should reasonably be considered confidential due to its nature or the circumstances of its disclosure ("**Confidential Information**"). Any Documentation (the information contained therein) is considered Confidential Information.
- 4.2. Clause 4.1. does not apply to any information for which the Customer can prove that:
  - i. it is or will be publicly known other than by a breach of this Section 4;
  - ii. The Customer had unlimited access to it in connection with its communication even before the date of communication according to the above-mentioned DFK Document,



- 4.3. The Customer agrees to use the Confidential Information only for the purpose of purchasing Products and doing business with DFK and may not use the Confidential Information for any other purpose, including, but not limited to, obtaining comparable products and services from another manufacturer or competitor of DFK.

## **5. Delivery**

- 5.1. The terms and conditions of delivery, including the time and place of delivery in connection with the Purchase Agreement, are governed by the Order Confirmation, which must contain such information. If the Order Confirmation does not specify the terms of delivery or there is any ambiguity regarding the terms of delivery, the terms and conditions of delivery of EX WORKS apply.
- 5.2. DFK is authorized to carry out partial deliveries.

## **6. Purchase price and payment**

- 6.1. The purchase price, payment terms and payment details of the Purchase Agreement are governed by the Order Confirmation, which must contain such information. Unless otherwise stated or expressed, all prices are exclusive of VAT, other taxes, import duties, handling charges, shipping costs or handling charges.
- 6.2. Price offers and quotes are valid for 30 days from their delivery to the Customer.
- 6.3. Unless otherwise specified (e.g. by the Order Confirmation), payments are due within 30 (thirty) days of receipt of the relevant Order Confirmation.
- 6.4. If the Customer is in default with the payment of any amount due under the Purchase Agreement, the Customer's obligation shall be increased to include interest on that amount from the date such payment is due until the date the payment is made, at the rate of 0.05% for each day. The right to collect interest under the previous sentence is excluded if DFK fails to comply with the delivery time specified in the Order Confirmation.
- 6.5. DFK is not obliged to send the Products until the Customer pays the purchase price in full in accordance with the conclusion of the Purchase Agreement.

## **7. Inspection, transfer of ownership**

- 7.1. After delivery of the Products, the Customer shall check their compliance with the Purchase Agreement. Should the Products supplied by DFK fail to comply with the Purchase Agreement, either due to the quality or quantity agreed in the Purchase Agreement, the Customer shall immediately contact DFK in order to resolve the problem. Should the Customer fail to inform DFK about any non-compliance/defects of the Products within 7 days after their delivery, the Products shall be considered to be duly delivered and fully in accordance with the Purchase Agreement.
- 7.2. DFK hereby rejects any right of the Customer to an inspection to be carried out on DFK's premises without the prior consent of DFK.
- 7.3. Unless otherwise agreed, the Products remain the property of DFK until the purchase price for these Products has been paid in full.

## **8. Warranty, Limitation of Liability**

- 8.1. The warranty period, warranty claims and the procedure for handling them are governed by the Warranty Certificate.
- 8.2. The warranty period is not extended as a result of the (successful) application of a claim under the warranty. The warranty does not apply to defects that should have been identified by the Customer during the inspection described in article 7.1.
- 8.3. Means of redress related to the warranty procedure and/or defects in the Products are limited to:
  - i. Replacement of the part
  - ii. A reasonable discountThe Customer hereby waives any other legal redress, including any material defects in the Products.
- 8.4. The Customer hereby agrees that the right to determine the means of redress in connection with the warranty claim remains with DFK.
- 8.5. DFK shall not be liable for any costs or expenses incurred by the Customer in connection with the removal of the defect outside the warranty procedure set out in the Warranty Certificate.



8.6. DFK shall not be liable for any indirect, incidental, consequential damages, non-material damages, or lost profits. Any other liability of DFK is further limited to the total amount paid by Customer to DFK for the Products in the last 18 months.

## **9. Force Majeure**

9.1. Force Majeure means any unforeseeable and exceptional situation or event beyond the control of the parties that prevents either of them from performing any of their obligations. Defects in equipment or materials or delays in making them available to third parties, an unforeseeable volume of Purchase Orders, adverse health situations around the world (including any epidemic or pandemic situation), labor disputes or strikes constitute force majeure events under these Terms and Conditions.

9.2. If either party is faced with a force majeure event, it shall notify the other party without undue delay, stating the nature, likely duration and foreseeable effects of the force majeure event.

9.3. None of the contracting parties is in breach of its contractual obligations if force majeure prevented it from fulfilling them.

## **10. Intellectual Property Rights**

10.1. Any documentation is proprietary, confidential and copyrighted material of DFK. Violations of intellectual property laws are subject to injunctions, civil liability, and other legal sanctions.

10.2. DFK alone owns all rights, legal titles, and benefits, including all related intellectual property rights, to the Products and Documentation, and to any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by the Customer or any other party.

10.3. The Purchase Agreement or any other contractual relationship between DFK and the Customer does not transfer to the Customer any ownership or license rights in or relating to the Products or Documentation, or the intellectual property rights owned by DFK.

## **11. Governing Law and Jurisdiction**

11.1. The Purchase Agreement and any other legal relationship between DFK and the Customer shall be governed by Czech law and construed in accordance with it. The United Nations Convention on Contracts for the International Sale of Goods is expressly and wholly excluded

11.2. All disputes between the parties are governed by the courts of the Czech Republic

## **12. Effective Date**

12.1. These General Terms and Conditions come into effect on 1 April 2021.

Accepted and approved by:

Name:

Title:

Company:

Date: