

GENERAL TERMS AND CONDITIONS LUCID spol. s r.o.

Supplier: Lucid spol. s r.o.

Registered in the Commercial Register maintained by the Regional Court in Ústí nad Labem, section C, insert 4776

Registered office: Liberecká 85/67, Jablonec46601 nad Nisou
ID number: 613 28 332

DIC:400-47683228

Bank connection:

CZK 264705/0300508, IBAN CZ11 00000300 0002 8705
318798 008/2700, IBAN CZ08 00002700 0003 8008

EUR 264548/0300541, IBAN CZ24 00000300 0002 1548
318798 016/2700, IBAN CZ83 00002700 0003 8016

Acting: Ing. Oto Šefraným Managing Director of the company

Subscriber: xxx

Registered in the Commercial Register maintained by....

ID:

TIN:

Bank connection:

Represented by:

The following general terms and conditions (hereinafter referred to as "**GTC**") regulate in accordance with the provisions of Section 1751 of Act No. bčanský89/2012 Coll, Code, as amended (hereinafter referred to as the "**GTC**"), the procedure for concluding and implementing contracts between **Lucid spol. s r.o.** as a seller, contractor or other similarly designated entity on the one hand (hereinafter referred to as the "**Supplier**") and a buyer, customer or other similarly designated entity on the other hand (hereinafter referred to as the "**Customer**"), as well as the relationships arising from such contracts (hereinafter referred to as

"**Contract**"), unless otherwise agreed by the relevant Contract.

The terms and conditions not expressly regulated by the parties shall be governed by the applicable provisions of the CC and the legal order of the Czech Republic.

1. Subject of the General Terms and Conditions

The subject of these General Terms and Conditions of Business for the manufacture and delivery of goods is the determination of the rights and obligations of the contracting parties.

The Supplier undertakes to duly execute and deliver the goods or services to the Customer in the agreed scope on the basis of the concluded Contract or an order confirmed by both parties, which is considered as a Contract after its confirmation. The order must clearly define the subject of delivery either by the product number of **Lucid spol. s r.o.** or by the drawing documentation.

Communication with the supplier must be carried out according to the communication matrix, which is an integral annex to the GTC.

Tender procedures, framework contracts, appeals, orders, changes to technical documentation must in principle be carried out through the company's sales department or through the company's managing director.

1.1. The order must include:

- complete identification data of the client according to the record from the Justice or Ares database;
- the customer's bank account;
- the specification of the ordered goods or services, which are a prerequisite for the proper performance of the service or work;
- quantity of goods (for framework orders specified by references);
- delivery date;
- the delivery condition according to Incoterms;
- other data required for the implementation of the business case;

1.2. An order is considered accepted only after its confirmation to the Customer in writing or by e-mail.

1.3. Orders will be delivered by the Customer as follows:

- a) **an annual forecast** for the following calendar year, submitted no later than 31 October of the calendar year concerned; or
- b) **a quarterly framework order** placed at least one month before the start of the quarter, which serves to reserve production capacity and secure materials. The framework order shall contain the total quarterly range and quantity of goods that the Customer expects to receive; or
- c) **8 a weekly outlook for the** release of material and production capacity; or
- d) **A 4-week fixed order, which** is fixed and subject to change by written agreement between the Supplier and the Customer;
- e) in the event of a request for a shorter time limit, the Supplier shall not be liable for failure to meet such time limit for reasons not attributable to him, unless he himself has confirmed its observance.

1.4. Compliance with the time and quantity of performance is dependent on the proper and timely cooperation of the Customer, including, but not limited to:

- sending outlooks and orders according to point 1.2,
- payment of invoices within the agreed terms and due dates,
- timely information on required technical changes,
- timely return of complete and clean packaging materials
- timely and regular reconciliation of packaging accounts according to point 2.9

2. Delivery conditions

2.1. Deliveries of the finished goods are made according to the terms and conditions set out herein, which are accepted by both parties.

2.2. Unless otherwise stated in the contract, the agreed place of delivery is the Supplier's registered office (EXW)

2.3. In the event that the Supplier's dispatch of the goods is agreed in the Contract, delivery is completed on the date on which the goods are handed over by the Supplier to the first carrier for transport to the destination.

2.4. In the event that the Contract provides for the removal of the goods from the Supplier's registered office to the Customer, the delivery is fulfilled by handing over the goods to the carrier.

2.5. Unless otherwise agreed, the Customer agrees to partial performance of the agreed quantity.

2.6. On the date of delivery and proper, timely and complete payment in accordance with the invoice issued, the title to the products and the risk of damage for the goods shall pass to the Customer. The goods shall remain the property of the Supplier until the goods have been duly paid for.

2.7. The minimum accompanying document for the delivery is the bill of lading or delivery note (in the case of export of goods abroad, in addition to the invoice and further documents such as CMR, SAD or other documents necessary for the case).

2.8. If the Customer fails to deliver the goods for reasons not attributable to the Supplier, the delivery is deemed to have been completed on that date, the risk of damage to the goods passes to the Customer and the Supplier is entitled to store the goods at the Customer's expense, in which case the Supplier is entitled to charge the Customer storage costs of CZK 100.00/1,000 kg/day (the first CZK 100.00/day is charged from 0.0001 kg).

3. Price of goods, payment terms, contractual penalties

3.1. The right to charge for the goods and services shall arise on the date of fulfilment of the obligation arising from the Contract

3.2. The Customer is obliged to pay the invoiced amount to the Supplier's account within the period specified in the Contract. Legitimate objections to the payment voucher must be communicated to the Supplier within the due date. Objections notified after the due date shall not be taken into account by the Supplier.

3.3. The form of payment (bank transfer, cash on delivery, cash payment) is determined by the Contract and all fees for making the payment are paid by the Customer (OUR fee).

3.4. The Supplier reserves the right to stop deliveries if invoices are not paid within the stipulated period. In such a case, the Supplier shall not be in default of its obligations and the Customer shall not be entitled to claim any penalty mechanisms or damages against the Supplier on this account.

3.5. In the event of unexpected increases in the prices of input materials or unfavourable changes in the exchange rate of the crown against other currencies, the Supplier reserves the right to increase the prices of its products or delivered goods accordingly. In the event of disagreement on price adjustments due to reasons arising from increases in material prices, changes in exchange rates or legislative conditions, this shall be grounds for stopping deliveries. In such a case, the Supplier shall not be in default of its obligations and the Customer shall not be entitled to claim any penalty mechanisms or damages against the Supplier on this account.

3.6. Compliance with the due date shall be deemed to be the crediting of the amount of money to the Supplier's account.

3.7. Minor, insignificant defects that do not prevent use do not entitle the Customer to delay the obligation to pay the purchase price and will be dealt with in accordance with clause 4.

4. Quality of goods and liability for defects

4.1. Drawings, descriptions and samples submitted by the Supplier and agreed by the Customer and the Supplier shall be binding on the Supplier. The Customer shall be responsible for the suitability and legality of the parameters and conditions (e.g. copyright, etc.) relating to the goods or services ordered.

4.2. The Supplier shall be responsible for ensuring that all goods supplied under these terms and conditions, contracts or specific orders.

4.3. The Supplier shall supply samples in accordance with the Purchaser's requirements if requested in the Purchase Order and mutually approved.

4.4. The Customer is obliged to notify the Supplier of any defects in the goods upon receipt of the order. The Supplier shall not be liable for any defects claimed later.

4.5. Complained goods must be stored separately until the complaint is settled and any disposal of these goods that could make it difficult or impossible to verify the claimed deficiencies is not permitted without the Supplier's prior consent. The Customer shall be obliged to deliver the goods complained of to the Supplier's registered office at the Customer's expense for the purpose of assessing the claimed defects.

4.6. In the event of written consent of the Customer, the Supplier shall be entitled to supply deviating parts to the Customer for a period or in a quantity approved by the Customer.

4.7. The Supplier undertakes to provide the Customer with products and services of appropriate quality. In the case of products made from tools supplied by the Customer, the Supplier shall not be liable for any deviations caused by the use of such tools.

4.8. Serial deliveries can also be made on the basis of agreed deviations. The Supplier shall make every effort to maintain the required level of quality and to improve it continuously.

4.9. The Supplier shall not commence production without calibration of the parts and without written confirmation and approval of the samples by the Customer, if so agreed in this case

5. Tools, moulds, jigs

In the case of lending or renting tools, forms of assembly and inspection jigs, these will be dealt with in the form of a Tool Storage Agreement, an Agreement for the use of assembly or inspection jigs, etc.

6. Transfer of rights and obligations

6.1. The customer shall not transfer the equipment to another supplier without prior written notification and communication of a valid reason for doing so. In the event of transfer of equipment without stating a reason, the Supplier shall be entitled to charge the Customer a contractual penalty of CZK 50,000 and a pro rata amount of lost profit.

6.2. The supplier may not transfer the rights and obligations under the contract to another.

6.3. In the event of a breakdown or other serious problems that could jeopardize the continuity of supply, the Supplier may arrange for the co-operation of the production of parts with another Supplier for the necessary period of time until the cause that led to this is eliminated

7. Withdrawal from the contract

7.1. Either party is entitled to withdraw from the concluded purchase contract, and always in writing.

7.2. In the event that the Customer withdraws from the Purchase Agreement, the Customer undertakes to reimburse the Supplier for all costs associated with the termination of deliveries (stock of goods and materials in the warehouse that should have been used for the production of the ordered goods, as well as costs associated with the production of tools (if they were produced at the Supplier's expense), as well as costs serving as single-purpose equipment used, for example, for the inspection or assembly of the said goods.

7.3. Withdrawal from the contract is effective no earlier than 3 months after receipt of the written notice of withdrawal.

8. Final provisions

8.1. The validity of these GTC is agreed for an indefinite period of time, with each subsequent update and amendment replacing the previous version. Updates to individual addenda and separate components do not invalidate other parts of the contract.

8.2. All amendments and changes to the GTC must be made in writing and must be a consensual expression of the will of both parties on the same document

8.3. The Purchaser undertakes to notify the Supplier in writing within 15 days of any organisational changes in which the rights and obligations under the concluded purchase contracts and these GTCs are transferred to another legal entity and to provide the correct designation of this new entity.

8.4. Failure by the Customer to fulfil its obligations, in particular to pay in the agreed manner and within the agreed time limits, may be considered a material breach of the purchase contract and the Supplier shall be entitled to withdraw from the contract without payment of the insurance premium. This shall also apply in the event that the deliveries of

goods from the previous period's purchase contracts are not paid for in the agreed manner and within the agreed time limits.

8.5. These terms and conditions and each agreement are the manifestation of the free and consenting will of both parties and in witness whereof, being correct, they have been signed on the date specified.

8.6. An annex and integral part of these GTC are:

- Purchase contract / Framework contract
- Lucid Communication Matrix

8.7. If the following documents exist, they may be part of the GTC also:

- Quality Assurance Agreement
- Confidentiality agreement
- Instrument Loan Agreement

| In Jablonec nad Nisou, on: | In date : |
|----------------------------|------------------|
| | |
| For the Supplier | For the Customer |

