

General Purchasing Terms and Conditions

1 General

- 1.1. The following terms and conditions are to govern orders and any other purchase agreements for goods and services placed or entered into by HEITEC Slovakia, Ltd. based in Drietoma 939, 913 03 Drietoma, Slovakia (hereinafter „HEITEC“).
- 1.2. The General Purchasing Terms and Conditions will apply in their version in effect at the time of the order or creation of contract.

2 Applicability

- 2.1. Unless agreed otherwise by individual contract, legal relationships between the Contractor and HEITEC will be governed solely by the following terms and conditions.
- 2.2. Any terms or conditions of the Contractor that are contrary to or deviate from HEITEC's ordering terms and conditions will not apply even if, in a given case, HEITEC does not expressly object to them, and particularly even if ordered goods are accepted without objection.

3 Orders

- 3.1. All orders and all changes or additions thereto must be in writing. The content of oral or telephone discussions will not be binding until confirmed in writing.
- 3.2. The Contractor will review the order promptly for recognizable errors, ambiguities, incompleteness and whether the specification chosen by HEITEC is unsuitable for the intended use; the Contractor will promptly notify HEITEC of any necessary changes or clarifications in the order. Breach of this obligation by the supplier shall constitute ordering party's claim for damages.
- 3.3. The Contractor will, on its own responsibility, review the version numbers of the ordered articles to ensure that they comply with the documentation or specifications the Contractor has received, and if needed will ask HEITEC for missing version numbers or version numbers updated by HEITEC.
- 3.4. If the order confirmation deviates from the order, the Contractor must notify HEITEC of the differences and explain them, clearly and unmistakably, in the order confirmation. HEITEC will be bound by a deviation only if HEITEC has expressly consented to that deviation in writing. Acceptance of goods without stating reservations will not constitute such consent.

4 Delivery period

- 4.1. The delivery period will begin with the date of receipt of the order. As soon as the Contractor can assume it will be unable to perform its contractual obligations, in whole or in part, or unable to perform them in a timely manner, it must promptly notify HEITEC, stating the reasons and the expected duration of the delay. If the Contractor fails to do so, it cannot invoke the impediment in order to assert rights against HEITEC.
- 4.2. Irrespective of any fault of the Contractor and irrespective of any documentation of actual loss or damage, HEITEC will be entitled to offset a penalty of 0.5% of the total order value per calendar day or part thereof of delay in delivery of the goods or services, but not more than a total of 10% of the total order value. HEITEC reserves the right to demand damages in addition to the penalty.

5 Prices

- 5.1. The agreed prices are firm, and are understood to include delivery to place of use as well as packaging and shipping costs, but not the applicable value added tax. If, in exceptional cases, a price "ex works" is agreed upon, HEITEC will assume responsibility only for the least expensive shipping costs.
- 5.2. Modification of the agreed price is possible only with the prior written consent of the customer.

6 Invoices

- 6.1. An invoice must be sent to HEITEC, stating all order data, immediately after the delivery of complete list of goods or after the full completion of services, as the case may be. The invoice must be worded, and invoices must be broken down, in such a way that it is very easy to check them against the order and to audit the invoice.
- 6.2. HEITEC reserves the right to return, without processing, invoices that do not meet requirements, particularly concerning order data or regulations governing value added tax. In this case the invoice will be deemed unsubmitted.
- 6.3. The payment period for invoices will begin as soon as the goods or services have been accepted in full by HEITEC and a properly issued invoice has been received.
- 6.4. Payment terms are set to be within 30 days net. HEITEC may withhold payment until defects have been corrected.

7 Quality

- 7.1. The warranty period will be 12 months from the delivery of goods, unless agreed otherwise by contract.
- 7.2. Deliveries must comply with the agreed specifications, be free from material defects and be suitable for the use presupposed by HEITEC.
- 7.3. HEITEC must report defects in deliveries to the Contractor as soon as they are discovered, consistently with the conditions of the normal course of business. To that extent, the Contractor waives the defense of a tardy complaint of defects.
- 7.4. HEITEC is required to inspect incoming deliveries only as to ordered type and quantity, as well as shipping damage or externally evident defects. HEITEC is under no obligation to the Contractor to perform any inspections or tests above and beyond the foregoing.
- 7.5. The Contractor must remedy defects at no charge in 5 calendar days from the date of warranty claim.
- If reworking is not possible, or if HEITEC cannot be expected to accept reworked parts, the Contractor must replace the defective parts with faultless ones at no charge. The foregoing is without prejudice to any further claims by HEITEC. In emergencies, or if the

- 7.6. Contractor is tardy in remedying a defect, HEITEC may carry out the necessary measures itself, or have them carried out by a third party, at the Contractor's expense.
- The Contractor must reimburse HEITEC for all loss or damage, particularly damage to the work itself or to other property as a result of defects, and/or pecuniary loss, frustrated expenditures, or other costs.

8 Third-party intellectual property rights

- 8.1. The Contractor represents that the use of the supplied items as contracted does not infringe third-party intellectual property rights. In the event of an infringement, the Contractor will hold HEITEC harmless from all claims that third parties may assert against HEITEC for the infringement of intellectual property rights.
- 8.2. Section 8.1. will not apply insofar as the Contractor has produced and delivered the items concerned in accordance with specifications supplied by HEITEC.
- 8.3. The Parties will notify one another promptly of any risks of infringement that become known, or alleged cases of infringement, and will give one another the opportunity to counteract such claims by joint agreement.

9 Delivery terms

- 9.1. Unless provided otherwise by individual contract, delivery terms are agreed to be HEITEC Slovensko, spol. s r.o. 2811, 913 21 Trenčianska Turná, Incoterms 2012. The Contractor will thus bear the risk of damage until the goods are accepted by HEITEC at the location where the goods are to be delivered as ordered.
- 9.2. Goods for COD (cash-on-delivery) will not be accepted unless confirmed otherwise by written agreement.
- 9.3. The Contractor will be liable for damage caused by the Contractor, its personnel, or its agents through services or work performed, or delivered items, and must take out a sufficient amount of liability insurance to cover such cases.
- 9.4. The Contractor must include in each delivery packing list where all the information from order are stated; above all - order number, part number, exact description of product and quantity.

10 ROHS and REACH

- 10.1. The Contractor warrants that the goods or services that it is to provide under the order are compliant with RoHS (Restriction of (the use of certain hazardous substances) in Electrical and Electronic Equipment), and therefore comply with the limit values associated with the applicable guidelines at the time of delivery. In the event that non-RoHS-compliant work is provided, the Contractor must reimburse HEITEC for all loss or damage resulting from the deliveries, without prejudice to any warranty claims that may apply.
- 10.2. The Contractor must inform HEITEC at the time of delivery, in accordance with Article 33 of Regulation (EC) No. 1907/2006 (REACH), if the delivered products contain one or more substances from the version applicable at that time of the list under Article 59(1) of REACH (list of candidates) in a concentration greater than 0.1 percent by mass (referred to the delivered product without packaging).

11 Confidentiality

- 11.1. Except for information that is common knowledge or that otherwise lawfully becomes known to the Contractor, the Contractor will not make any information received from HEITEC accessible to third parties even after termination of the business relationship, and will use such information only to fulfill the orders placed by HEITEC.
- 11.2. Confidentiality remains effective not less than 5 years after the termination of contract.
- 11.3. In the event of a violation of the terms of articles 11.1. and 11.2., the Contractor will be liable to HEITEC for the full amount of the loss or damage thereby incurred, particularly for lost profits.

12 Code of conduct

- 12.1. The Contractor must obey the laws of the legal system(s) applicable in the Contractor's case. In particular, the Contractor will neither actively nor passively, directly nor indirectly, participate in any form of bribery, price-setting agreements, or violation of fundamental human rights. The Contractor will furthermore assume responsibility for the health and safety of its employees at the workplace, will comply with the environmental protection laws, and will to the best of its ability encourage and require compliance with this code of conduct on the part of its own suppliers.
- 12.2. The Contractor must establish and maintain a documented quality assurance system of a suitable nature and scope and complying with the latest state of the art. It must prepare records, particularly of its quality inspections and testing, and make those records available to HEITEC on request.

13 Place of performance, partial invalidity, applicable law, jurisdiction and venue

- 13.1. The place of performance for the delivery of goods and services will be the place of use; for payments, the place of the registered office and principal place of business of HEITEC Slovakia.
- 13.2. If any provision of a contract is invalid, the other provisions will remain binding.
- 13.3. In addition to the terms of the contract, only the laws of the Slovak republic will apply. The jurisdiction and venue for the parties is Trenčín. HEITEC is entitled, however, to bring action at the place of the Contractor's registered office and principal place of business.

14 Final provisions

- 14.1. GTC shall come into effect on 01.07.2020.

In Trenčianska Turná , 1.7.2020.

