



**Aoyama Automotive Fasteners Czech, s.r.o.**

***Purchase Terms and Conditions (hereinafter referred to as PTC) of Aoyama Automotive Fasteners Czech, s.r.o., Průmyslová 1166, 410 02 Lovosice, Company ID No.: 26695081 (hereinafter referred to as ACZ)***

1. These Purchase Terms and Conditions (hereinafter referred to as "PTC") regulate the rights and obligations of the parties, as well as other conditions related to the implementation of the "Subject of Performance", consisting in delivery of goods, performance of a work or provision of a service. The PTC also serves as the basis for concluding purchase contracts, contracts for work and contracts for the provision of services or other types of purchase contracts.
2. The "Buyer" is ACZ. The "Seller" is the supplier of the Subject of Performance. Only special written arrangements (e.g. also general contracts, sub-contracts, cooperation contracts, etc.) approved by both the Seller and the Buyer have priority over these PTC. This shall be without prejudice to the Buyer's ability to deviate from these PTC by enclosing to a specific order partially or completely amended business terms and conditions, which must be accepted by the Buyer.
3. Individual partial orders shall be placed by the Buyer in accordance with the Seller's offer or quotation. The Buyer is entitled to place an order and perform other legal acts in writing or electronically (by e-mail), by fax or by phone. Any amendments to or deviations from the order carried out by the Seller shall not be taken into consideration and a sub-contract shall be concluded only with the contents of the order unless the Buyer accepts the Seller's amendments or deviations in writing. If the parties fail to agree upon the Subject of Performance, the price for the Subject of Performance and the delivery period, or if the agreement upon such essentials is invalid, void or unenforceable, the sub-contract shall not be concluded. The price, bonuses and other price arrangements are determined by agreement between the Buyer and the Seller, the Seller's price lists shall only apply to the Buyer if the Buyer has expressly confirmed them.
4. The Seller is responsible for the correctness and accuracy of the Seller data it has provided to the Buyer and undertakes to inform the Buyer in a timely manner and in writing of any changes relating to the Seller that are important for the performance of contracts entered into with the Buyer, including the ability to pay debts. The Seller is obliged to follow the Buyer's instructions as regards the provision of the Subject of Performance.
5. The Buyer shall not be obliged to take over from the Seller the subject of Performance if it shows any defects or backlogs. The Seller shall be entitled to receive the price only at the moment that the Buyer fully accepts the Subject of Performance. The Seller shall invoice the price of the delivered Subject of Performance with an invoice due within 30 days following the issue date. The invoice must be duly delivered and must contain all the essentials of a proper tax document. The Buyer shall be entitled to return an incorrectly issued invoice and demand that it be issued correctly, whereas the Buyer shall not be considered in delay with the payment of the price until the duly corrected invoice is delivered. If the Subject of Performance consists in execution of a work and if the work is carried out and accepted in parts, the Seller's right to be paid the price for each part of the work within the meaning of Section 2610 (2) of the Act No. 89/2012 Sb., Civil Code, as amended (hereinafter referred to as "Civil Code"), is excluded, as well as the right to demand an adequate part of the remuneration during the performance of the work, taking into account the incurred costs within the meaning of Section 2611 of the Civil Code.
6. If the Subject of Performance consists in provision of services to the Buyer, the Seller shall be obliged to provide those services in compliance with the Buyer's interests that the Seller knows or must have known. The Seller undertakes to provide these services with due diligence and at a high professional level. If the Seller discovers during the realization of the Subject of Performance some facts that may have an impact on the Buyer's instructions, it shall be obliged to notify the Buyer of all such facts without undue delay.
7. The Seller may authorize third parties to implement, partially or completely, the Subject of Performance only if the Buyer has given its express consent. If the Seller authorizes a third party to implement, partially or completely, the Subject of Performance, it shall pay the damage caused by the third party as if the damage was caused by the Seller, regardless of the fact whether the third party undertook to carry out a particular activity on its own or not. The Seller shall be obliged to pay damage in the items handed over to the Seller by the Buyer unless the Seller was unable to avert the damage even exerting due diligence.
8. The Buyer shall not be obliged to reimburse to the Seller the costs that the Seller incurred when realizing the Subject of Performance unless the nature of the costs undoubtedly imply that they are not included in the price and unless the Buyer confirmed payment of those costs in writing. The Seller shall not be entitled to reimbursement of costs that were not expended purposefully and effectively.
9. The Seller shall fulfil its obligation to hand over the Subject of Performance to the Buyer by handing it over within the period of time and at the place of performance determined on the basis of the Buyer's order. If the place of performance is not specified in the order, then the place of performance shall be the registered office of the Buyer, i.e. the premises of Aoyama Automotive Fasteners Czech, s.r.o., Průmyslová 1166, 410 02 Lovosice. By handing over the Subject of Performance to a carrier for transport, the Seller's obligation to hand over the Subject of Performance is not fulfilled, i.e. the Subject of Performance is handed over only at the moment when it is handed over to the Buyer. The costs associated with transport to the place of performance, as well as the packaging costs, shall be paid by the Seller according to the above-mentioned PTC. The Seller is also obliged to hand over the Subject of Performance to the Buyer within the agreed period of time on business days from 9 a.m. to 3 p.m.; if the last day of the period falls on a Saturday, Sunday, public holiday or another non-working day in the Czech Republic, the Seller is obliged to deliver the Subject of Performance on the nearest preceding business day. Partial deliveries are only acceptable with the Buyer's prior consent. If the Seller delivers to the Buyer a bigger quantity of goods or a higher number of goods (or other performance) than arranged, the contract shall be concluded for that bigger quantity only provided the authorized representative of the Buyer expressly accepts it without undue delay after the goods are delivered. If he/she fails to do so, the contract is not concluded, i.e. Section 2093 of the Civil Code shall not apply.
10. The risk of damage in the Subject of Performance shall pass onto the Buyer upon taking over the Subject of Performance at the place

of performance. The Seller shall be held liable for the fact that the Subject of Performance is free of defects. If the Seller does not provide a longer warranty, it shall apply that for the Subject of Performance the Seller provides a warranty of two years following the date of acceptance unless the shelf life according to applicable legal regulations is shorter; then the Seller is obliged to deliver the goods (or other Subject of Performance) so that at the moment of transfer of the title to the performance onto the Buyer, no more than 1/3 of the shelf life has expired and the Buyer shall provide the Seller with a warranty equalling the shelf life. The Seller is obliged to properly inform the Buyer about the conditions of storage and handling of the handed over goods or work.

11. In the event that the Seller or the carrier does not wait until the Subject of Performance is duly accepted by the Buyer and it is thus not possible to settle the complaint for any defects immediately, the complaint sheet issued by the Buyer to the Seller shall apply to apparent defects.
12. In the event of obvious and/or hidden defects upon delivery of the Subject of Performance, as well as within the warranty period, the Buyer shall be entitled to the defective performance rights pursuant to the Civil Code. If the Buyer fails to make a choice between legal claims within three days following the date of filing of the claim, the Seller shall be obliged to provide the Buyer with a discount of the purchase price in the form of a credit note in the amount corresponding to the value of the difference between the defective and faultless Subject of Performance. The Seller is obliged to deliver the credit note to the Buyer within one week of the application of the amount of the reasonable discount. If the price has already been paid by the Buyer, the Seller shall be obliged to return to the Buyer a part of the price paid corresponding to the discount applied within one week of the discount being applied. If the Buyer requires the delivery of a substitute Subject of Performance, the Seller shall be obliged to deliver a substitute performance within one week of making such claim. The Seller is obliged to compensate the Buyer for any damage caused to the Buyer by defective performance.
13. Claiming a complaint means claiming a defect in the Subject of Performance in writing or in another permissible manner (see item 19).
14. The Seller is responsible for ensuring that the Subject of Performance meets all requirements imposed on it by the legal regulations of the Czech Republic and the European Union. The Seller is obliged to submit to the Buyer, no later than along with handover of the Subject of Performance, instructions for use in the Czech language and other related documents, in particular, revisions and certificates required for proper and safe operation of the Subject of Performance. If the Seller breaches this obligation or if false, misleading or incomplete information is provided to the Buyer in the documents handed over and submitted to the Buyer, the Seller shall be obliged to compensate the Buyer in full for any damage that the Buyer may incur as a result.
15. If the Seller fails to comply with any of the obligations stipulated by these PTC or if it is proved that any statements made by the Seller are false or misleading, the Buyer shall be entitled to withdraw from the purchase or from the contract concluded with the Seller, regardless of whether the contract has been materially violated.
16. In the event of partial performance, withdrawal pursuant to Article 15 hereof applies only to the part of performance not having been fulfilled. However, if, according to the Buyer, partial performance has no significance for the Buyer, the Buyer may withdraw from the entire performance, i.e. also from the related defect-free performance. In such an event, the Seller shall be obliged to deliver the credit note to the Buyer for the price of all returned Subject of Performance no later than within five days of the Buyer's written withdrawal from the Contract. If the price of the returned Subject of Performance has already been paid by the Buyer, the Seller shall be obliged to return the paid price to the Buyer within one week of withdrawal from the Contract. Until the purchase price is returned, the Buyer shall not be obliged to return the goods or other performance. After the expiry of the period of time for the return of the price, the risk of damage to the returned Subject of Performance shall pass onto the Seller and the Seller shall be obliged to pay the costs associated with the storage thereof. After the price is paid back, the Seller is obliged to take over the Subject of Performance within one week at the place specified by the Buyer. The Seller is obliged to confirm the acceptance of the returned Subject of Performance to the Buyer. The costs associated with the return of the Subject of Performance shall be borne by the Seller, and the costs incurred by the Buyer in connection with the return thereof shall be paid by the Seller on the basis of an invoice issued by the Buyer.
17. If the Subject of Performance is delivered after the delivery date approved by both parties, the Buyer shall be entitled to invoice a penalty equal to one percent of the total value of the Subject of Performance for each day of delay. If, in connection with the delay in delivery of the Subject of Performance, the Buyer incurs additional costs due to a substitute solution, the Buyer shall be entitled to invoice these additional costs to the Seller in the full demonstrable amount.
18. All written representations of the parties shall be deemed delivered also on the day that the delivering party is notified that the addressee is not present at the address of the registered office registered in the Commercial Register, that there is no one to accept the shipment, or the receipt of the shipment has been unduly refused.
19. Negotiation made in another permissible manner (e.g. orally) must be subsequently confirmed in writing. The day of an act made in another admissible manner shall be the day on which the act is performed in another admissible manner, not the day on which the written confirmation of such act was delivered to the other party. If the confirmation of conclusion of or amendment to a sub-contract includes even minor deviations from the actual content of the previous agreement, the sub-contract shall be considered concluded with the content stated in the confirmation only if the Buyer expressly confirms the content of the confirmation. A breach of an obligation to confirm in writing any action taken in another permissible manner shall not affect the validity and effectiveness of the relevant action.
20. *All disputes and payments of monetary performance up to the maximum amount of CZK 100,000, exclusive of VAT, which could arise from a purchase contract, whether general or sub-contract (e.g. in the form of an accepted order) or in connection with them, shall, with the exclusion of the jurisdiction of general courts, be decided with final force in arbitration proceedings before the Arbitration Court of the Economic Chamber of the Czech Republic in Prague according to its Rules by the sole arbitrator appointed pursuant to its Rules. The contracting parties undertake to fulfil all obligations imposed on them in the arbitration award within the time limits stipulated therein. All other disputes shall be resolved by general courts of the Czech Republic. In this case, the parties have agreed on the local jurisdiction of the court pursuant to Section 89a of the Act No. 99/1963 Sb., Civil Procedure Code, as amended, so that the competent court is in the district of the Buyer's registered office.*

21. The Buyer's obligation to compensate the Seller for damage that could not be reasonably foreseen at the moment of conclusion of the general contract or sub-contract is hereby excluded. The Buyer's obligation to compensate the Seller for non-material damage is also excluded in accordance with Section 2971 of the Civil Code. Unless the parties agree otherwise, all damage incurred in relation to the general contract or sub-contract shall be reimbursed in money.
22. The parties hereby arrange extension of the limitation period for all rights pertaining to the Buyer that originated on the basis of or in association with the general contract or sub-contract subject to limitation so that the limitation period shall be 10 years. In the event of the conclusion of an agreement on out-of-court negotiations between the Buyer and the Seller on the right or circumstances establishing the right, the period of limitation as regards exercise of the rights established on the basis of or in association with the general contract or sub-contract shall not discontinue and shall start running or continue running regardless of the existence of such agreement. The provision under Section 647 of the Civil Code shall not apply.
23. Once the sub-contract is concluded, the Seller shall assume the risk of a change in circumstances within the meaning of Section 1765 (2) of the Civil Code. The Seller also assumes the risk of a change in circumstances within the meaning of Section 2620 (2) of the Civil Code if the Subject of Performance consists in the performance of a work.
24. The Seller undertakes to fulfil all obligations related to the Subject of Performance in relation to its creditors so that the Buyer, within the meaning of Section 1106 of the Civil Code, does not acquire, together with the title to the Subject of Performance, any obligation that could be associated with the Subject of Performance. If the Buyer acquires such an obligation, the Seller shall become obliged to pay the debt to the creditor in full within 15 days following the delivery of the request from the Buyer to the Seller or ensure within this period of time that the Buyer does not have to pay the debt to the creditor. The duty of the Seller to compensate the Buyer for any potential damage is not affected.
25. In addition, the Parties agree that the Buyer shall be entitled to set off any receivables against the Seller's receivable, i.e. also its own receivables from the Seller that can be considered uncertain or indeterminate pursuant to Section 1987 (2) of the Civil Code.
26. The Seller's right to claim access, in its favour, to the records of legal acts and other facts in the Buyer's electronic system in accordance with Section 562 (2) of the Civil Code is excluded. Furthermore, the Seller's right to claim access, in its favour, to the contents and period of issue of documents concerning legal facts incurring during standard business operations of the Buyer in accordance with Section 566 (2) of the Civil Code is also excluded.
27. If the Subject of Performance consists in execution of a work, the Parties exclude application of Section 2595 of the Civil Code, i.e. the Seller's right to withdraw from the general contract or sub-contract if the Buyer insists on the work execution according to the instruction or using the items that, according to the Seller, are likely to be unsuitable for the work execution.
28. Movement of persons authorized by the Seller and approved by the Buyer shall be governed by the general rules of occupational health and safety and specific requirements of the Buyer. All persons who are present in the production premises of ACZ must be equipped with basic PPE, further with PPE according to the nature of the activities performed, and they must not be in conflict with the internal rules of ACZ. The employees or employees of the companies implementing the work for the Seller in the production premises of ACZ must be marked with a high-visibility vest or working clothes with the company name, safety shoes with a reinforced tip and according to the nature of the work performed with safety glasses or hearing protectors. It is forbidden to enter areas in which the Seller does not perform the subject of the activity or areas which are not related to the performance of the subject of the activity in any way. Workers working at heights and on platforms must wear a protective helmet.
29. The Seller acknowledges and understands that it is obliged to observe all internal safety and fire regulations as well as environmental regulations valid in the Buyer's premises. They must not pollute the premises of ACZ, and if they do so, they are not obliged to put them in their original condition at their own expense.
30. If either party claims a receivable from the other party arising out of or associated with the framework contract or sub-contract, the creditor's right to payment of the related costs in the lump sum stipulated in Section 3 of Government Regulation No. 351/2013 Coll., as amended, shall be excluded.
31. All relations between the Seller and the Buyer established by or related to the implementation of the Subject of Performance under these PTC shall be governed by these PTC and the legislation of the Czech Republic, in particular by the Civil Code.
32. These PTC are binding for the Buyer and the Seller as a part of the concluded sub-contract for the Subject of Performance determined according to the Buyer's order. By approving the order or fulfilling the Subject of Performance, the Seller accepts these PTC. The Seller shall inform the Buyer of every change in these PTC and the amendment must be published at [www.aoyama.cz](http://www.aoyama.cz), or communicated in the manner agreed in the contract.
33. These PTC take force on 01 September 2014
34. The following persons are authorized to act on behalf of the Buyer in the PTC matters: Executive Officer of the Company, Purchase Manager, Purchase Specialist.
35. The Supplier warrants that the materials and components that become part of the cars comply with the requirements of Article 4.2a of Directive 2000/53/EC of the European Parliament and of the Council "on end-of life vehicles" and therefore do not contain lead (Pb), mercury (Hg), cadmium (Cd), hexavalent chromium (CrVI), asbestos and organic substances Polybrominated biphenyls (PBB), polybrominated diphenyl ethers (PBDE), Deca bromo diphenyl ether (Deca-BDE), hexabromocyclododecane (HBCD) and perfluorooctanesulfonic acid (PFOS) except for the cases referred to in the annex to the Directive.