

# General Terms and Conditions aloi trade s. r. o. (hereinafter referred to as "GTC")

## Article I.

### Introductory provisions

The subject of these GTC is the regulation of the mutual rights and obligations between the company aloi trade s.r.o., with the registered office: Nitrianska 1764/114, 958 01 Partizánske, Company Identification Number: 45 655 596, registered in the Commercial Register of the District Court Trenčín, section Sro, insert no. 23285/R (hereinafter also referred to as "aloi trade s.r.o." or "supplier") and the entity which orders its services (hereinafter referred to as the "ordering party"), except the case the contracting parties agreed on different arrangements for their mutual rights and obligations.

## Article II.

### Term definitions

**Supplier** - aloi trade s.r.o.

**Ordering party** - a legal entity who orders services from the supplier in accordance with these GTC.

**Customer** - a legal entity, to which the components related to the provision of the services are addressed to under these GTC; customer and ordering party may be the same person.

**Component** - a spare part, goods, semi-finished goods, material or any combination thereof to which the services provided under these GTCs relate.

**Contract-Order** - a document by which the contracting authority makes a specific order and which is prepared, delivered and signed in accordance with these GTC; the contractual relationship between the supplier and the ordering party is concluded on the basis of the acceptance of the order by the supplier.

**Job** - a service or a set of services under these GTC which relate to the components and are provided on the basis of one specific order.

**Quality department employee** - a responsible person of the supplier who is assigned the particular order; this person may also be the person of the customer on the basis of the decision of the ordering party, whose acting, however, is binding in the sense of these GTC directly for the ordering party.

**Employees of the supplier** - employees or other cooperating persons of the supplier (natural persons - entrepreneurs, legal entities) or his/her subcontractors, who perform the provision of the services under these GTC on behalf of the supplier for the ordering party; they are especially operators, residents, coordinators (leaders).

**Coordinator / Leader** - a person of the supplier that is responsible for the particular order, he/she is specified in the order.

**Work instructions** - a written key operational document which contains a detailed description of the individual steps that had been completed on the components, which are the subject of the realization of the order.

**Batch control sheet** - a key written operational document, which confirms the type and scope of the provided services, that represent the basis for invoicing.

**8D** - a standard method used in automotive industry for improving the quality of production and solving various problems, including complaints.

## Article III.

### Subject of the contract

The subject of performance on the part of the supplier is mainly the inspection and adjustment of the components in the automotive industry in accordance with the specifications in the order, at a negotiated price, which is payable by the ordering party for the proper and timely performance of the order.

## Article IV.

### Order, service delivery its invoicing, price, and payment terms

The contract between the contracting parties is concluded at the moment when the supplier confirms the acceptance of the order based on the form order of the ordering party, especially in an e-mail form. After the receipt of the order and the work instructions or the materials for the work instructions, the supplier shall evaluate its enforceability and is entitled to refuse its acceptance, especially if it is not possible for him/her, even with professional care, to carry out the order in the requested deadline.

The specific type and scope of the services that are the subject of the order is specified in the order.

Any changes to the work instructions after the conclusion of the contract must be made in a written form and signed by both sides.

In case the customer does not specify a particular quality department employee in the order, in the context of the performance of the subject of the order, each employee of the ordering party is authorized to act on behalf of the ordering party (in particular employee or co-worker), or an employee of the supplier or other third party on the part of the ordering party if that person participates on the order actively (e.g. co-operation) or passively (e.g. control, receipt of the order result). The functional classification of such an employee must correspond to the position of the employee who is responsible for the quality or his/her higher position. In such case, the supplier is not obliged to check whether such an employee exceeds his/her competences and the acting of such employee is binding to the full extent for the ordering party, except the case it is demonstrated that the ordering party clearly knew of the exceeding of the competent and did not inform the supplier of this fact without undue delay after such a finding.

When carrying out the order, the ordering party is obliged to provide the supplier with the necessary co-operation, in particular:

- a) by providing all the professional technical information that are necessary for the proper provision of the services,
- b) by providing the components which shall be the subject of the service provision or enabling access to them,
- c) by ensuring access to the place of the provision of services,
- d) by safeguarding the working environment that is in compliance with the relevant health and safety legislation on safety and health at work, as well as providing related lessons,
- e) by providing the necessary additional instructions and clarifications of the requirements relating to the subject of the contract,
- f) by providing the work equipment, tools and other equipment that are not to be ensured by the supplier,
- g) by providing further necessary, reasonably required cooperation.

The number of hours of service provision will be recorded in the batch control sheet and will be sent to the ordering party as a report in electronic form, that will be the basis for invoicing of the services provided to the ordering party. When providing its services, aloi trade s.r.o. company puts a major emphasis on the quality of the work done. To meet the required quality of the service by the aloi trade s.r.o. company, it is essential that at least one person (their number depends on the number of checkers, ...) who is responsible for other workers - the so called "Leader/Coordinator is present at each work shift; the price of his/her work is invoiced separately.

Aloi trade s.r.o. company also allows for the possibility to order services without a Leader/Coordinator, but in this case the ordering party is responsible for training, worker management and, last but not least, for the quality of the work done. In such case Alo trade s.r.o. company bears no responsibility for claims, damages, and so on.

Eventual discrepancies in the report are required to be reported by the ordering party by e-mail within 2 business days of the submission of the report; on Saturdays and public holiday are not counted in this period. The discrepancy must be clearly identifiable. In case the report is within this time limit and in this way inconsistent, it is deemed to be accepted.

The supplier will issue the invoice to the ordering party for the services provided. The invoice is payable within 14 days of its delivery to the ordering party and it is preferred to be delivered by electronic means. In the event that the ordering party fails to pay the invoice within the due date, the supplier has the right to suspend the work; in the case of a continuous delay of more than 15 days, the supplier has the right to withdraw from the contract. The price is payable based on an invoice, unless otherwise agreed. All costs related to payment (bank charges, etc.) are borne by the ordering party. The ordering party is obliged to pay the agreed or set price properly and in good time.

The ordering party can choose whether the invoice will be issued in paper or electronic form. In the event, that the ordering party chooses to issue the invoice in electronic form of invoice issuance in a manner specified by the supplier, he/she grants, in accordance with §75 par. 6 of Act no. 222/2004 Coll. on the Value Added Tax, his/her consent with the issuing of the invoice by the supplier exclusively in electronic form (hereinafter referred to as the "electronic invoice"), and he/she acknowledges that the supplier is not obliged to send invoices in paper form, unless otherwise specified below. The supplier undertakes to deliver the electronic invoice to the ordering party via e-mail, to the e-mail address of the ordering party that is specified in the order. The delivery of the electronic invoice to the email address of the ordering party that is specified in the order is deemed to be a proper delivery of the invoice for the service provided.

If the ordering party fails to pay the invoice within the due date, aloi trade s.r.o. has the right to claim contractual delay interest of 0,05% per day in amount which the ordering party is delayed to pay.

In case of non-payment of the invoices within the stipulated payment term, the supplier is entitled towards the ordering party to a lump sum payment of the costs associated with the claim in the amount of 40 EUROS, in accordance with the regulation § 2 of the Government Regulation of the Slovak Republic no. 21/2013 Coll., which implements certain provisions of the Commercial Code, especially for each overdue invoice.

## Article V.

### Complaints

If, after the service is provided, but at latest when a component is first assembled into the relevant item, the first direct component of which is a component (for example a larger component, system component, module, integrated module, car, etc.) it is found that the services were not provided in a guaranteed quality, the ordering party is obliged to notify the supplier of the found defects in the provided services in writing by e-mail to office@aloi trade.sk, (hereinafter referred to as the "complaint"), without undue delay, within 3 business days, since he/she found the respective fault, otherwise the ordering party will lose the right to claim any liability for defects in the provided services.

The warranty does not apply to defects caused by transport, inappropriate storage, storage of parts without the original packaging, improper handling outside not caused by the supplier's fault, failure to comply with the installation instructions, non-professional installation and factors which are outside of the supplier's reach.

The supplier is not responsible for defects if they:

- a) were not reported properly and in a timely manner,
- b) were caused by mechanical damage to the components that was not caused by the supplier,
- c) were created by fulfilling the instructions of work that proved to be wrong,
- d) due to inappropriate or improper handling of the subject of the provision of the service after the provision of the service by another person or other supplier,
- e) originate in circumstances that exclude liability under § 374 of the Commercial Code (*vis maior*).

The supplier is not responsible for parts/spare parts/components that are sorted, packaged, or repaired under pressure of time due to:

- finding more than 30% of NOK (products not meeting the quality control criteria) from the controlled quantity per calendar day and the associated costs (logistic costs - non-compliance with expedition quantities and associated costs from the ordering party's customer).
- sudden increase in the selection/sorting standards caused by an increase in the contracting partner's orders volume by more than 30% compared to the average daily order status for the previous calendar month / previous comparable period.

The ordering party is obliged to provide the supplier with all the necessary assistance in the investigation of the complaint, in particular, he/she is obliged to provide photographic documentation, documents, records of communication, data that the ordering party or the customer has and which relate to or may be related to the complaint, or the service, which the complaint is related to.

In the event that the supplier acknowledges the complaint, the ordering party is entitled to a free removal of the defect, unless the supplier and the ordering party demonstrably agree on other way of solving the complaint, in writing. In the case of claim for damages, the supplier shall provide compensation in full extent, but not more than 25% of the order's volume according to the order.

#### **Article VI.**

##### **Confidentiality and unfair business practices**

All information in any form that are provided by the ordering party and the supplier in connection with the preparation and performance of the subject of the order are considered to be confidential (hereinafter referred to as "confidential information") unless it is known by the parties before the conclusion of this contract.

The contracting parties undertake without undue delay (i) to maintain confidentiality of the confidential information (ii) not to provide confidential information to third parties, and (iii) to prevent unauthorized access to confidential information to third parties. The contracting parties are entitled to use confidential information only to the extent necessary for the fulfilment of the purpose of the contract and the exercise of the rights and obligations of the contracting that result from this contract or its violation.

The aforementioned obligation does not restrict the right of aloi trade s.r.o. company to mention the information on the ordering party in advertising materials.

The ordering party is obliged to protect the personal details of the contractor's employees and contractors.

Any information, that result from a mutual legal relationship may be disclosed to third parties upon obtaining the permission of the other contracting party or, if it is required by legislation.

The ordering party undertakes not to disturb in any way the relationship of the employees and contractors of the supplier with the supplier. Disturbance of a relationship especially means the conclusion of a contract of employment, an agreement for work to be done outside the employment relationship, cooperation agreement or any other similar contract by the ordering party with a person, who performs an activity under the contract on behalf of the supplier for the duration of the contract as well as within three months from the date of the last executed order under this contract. Furthermore, the ordering party undertakes that in the case of breach of this obligation, the ordering party will pay to the supplier a contractual fine of € 3,000 for each such breach. This obligation and the contractual penalty apply to all persons who will carry out the activities described in this contract on behalf of the supplier. In such case, the supplier may also immediately withdraw from the contract and claim the damage incurred.

#### **Article VII.**

##### **Delivery and Processing of Personal Data**

All binding expressions of will, that give rise to legal effects within the meaning of the individual provisions of these GTC (hereinafter referred to as the "document"), unless otherwise agreed in these GTC or between the contracting parties, should be made in writing and delivered to the other contracting party in person, sent by a registered mail, by courier service or by e-mail to the e-mail address that is specified in the order or it can be sent to the correspondence address for delivery last known to the contracting party.

The document will be deemed to be delivered:

- a) in the case of personal service delivery or when sent by a courier service on the date on which the person, who is authorized by the contracting party takes over the document and the states the date on the original documents or at the moment of refusal to take over the document,
- b) when sent by registered mail with acknowledgement of receipt on the date stated on the document of acknowledgement of receipt as the delivery date or in the case the document is not delivered or in the case of sending the document as a registered mail without the acknowledgement of receipt by expiration of 3 (three) days from the date of its submission to the post office, in both cases this time begins to commence on the day following the handover of the document by the contracting party to the postal transport; this provision will also be applied in the case the addressee does not know of this fact or if the consignment returns as undeliverable,
- c) when the document is sent by e-mail (e-mail) by acknowledgment of receipt by the receiving party.

Each contracting party undertakes to notify the other contracting party in writing, without undue delay, of any change in the details relating to the performance of the subject of the contract. If a contracting party fails to comply with this obligation, delivery of the document shall be deemed to have been done if the document is delivered to the address last known to the contracting party.

In the case of failure to deliver the expected documents of any kind, the ordering party shall promptly notify the supplier of that fact. Otherwise, the supplier has no responsibility for any damages caused by the non-delivery of those documents.

By signing the order, the ordering party agrees with the processing of the personal data of employees or third parties, who act on behalf of the ordering party, or the cooperating persons in the information system of the supplier as an operator for the purposes of their recording in a computer database and for all transactions related to business relations, in the scope of name, surname, company, company identification number, address, telephone, email, for the duration of the mutual relationship until the time of settlement of all mutual relationships and the necessary archiving.

By signing the order, the ordering party agrees to provide and make available the obtained data in the above mentioned extent to third authorized parties and to third parties or intermediaries, with whom he/she cooperates, for the purpose of monitoring business relationships, contractual relations settlement, debt recovery, marketing purposes, and so on.

The ordering party declares that he/she has been informed and instructed by the supplier about his/her rights in relation to the Personal Data Protection Act, in particular the right to voluntarily granting the consent for the provision of personal data, with the possibility of withdrawing such consent, furthermore he/she declares that he/she was acquainted with the identity of the entitled person who acquires his/her personal data.

The ordering party accepts that he/she is obliged to notify his/her employees or third parties acting on behalf of the ordering party or the cooperating persons of this Article of the GTC and is required to obtain their explicit consent, with contractual penalty imposed in the amount of damages to which the supplier would be liable for in the case of a dispute with the persons concerned.

The ordering party is responsible for the completeness, veracity and accuracy of the data he/she has provided in order to conclude the order.

The supplier reserves the right to notify of legally relevant facts in accordance with generally binding legal regulations by publishing them in their business premises, by publishing them on their website or by other way specified in these GTC. Unless stated otherwise, the relevant facts that are notified are binding for the ordering party on the date of the notice publication.

#### **Article VIII.**

##### **Final provisions**

The ordering party acknowledges that the supplier is entitled to use a third person (subcontractor) to complete the order, which will not affect the supplier's responsibility for the defective performance of the order; however, in the case of the claims of defects, the ordering party undertakes to appropriately cooperate with the subcontractor concerned, if he/she is known to him/her. If the supplier uses the subcontractor to complete the order, informing the subcontractor about the content of the order is not a violation of the confidentiality obligation under the Article VI. Of these GTC; however, the supplier is obliged to bind the subcontractor with confidentiality to the minimum extent that he/she is bound with confidentiality by himself/herself within the meaning of these GTC.

The relationships between the supplier and the ordering party are governed by the law and order of the Slovak Republic, in particular by Act No. 513/1991 Coll. The Commercial Code as amended by later legislation and Act No. 40/1964 Coll. Civil Code in the wording of later legislation. Any dispute, that arise out of the concluded contract will be settled first through the negotiation of the contracting parties, only after then the case will be brought to the general court of the Slovak Republic.

By sending the Contract-Order to the supplier, the ordering party declares that he/she has read these Terms and Conditions, he/she has been properly and thoroughly informed about its contents, while all the provisions of these General Terms and Conditions are clear, sufficiently precise and he/she acknowledges that, in accordance with the § 273 of Act no. 513/1991 Coll. The Commercial Code, as amended, the provisions of these GTC are binding for both contracting parties.