GENERAL PURCHASING TERMS AND CONDITIONS OF FT Automation s.r.o.

(the "**Terms and Conditions**")

1. SCOPE OF APPLICATION

These Terms and Conditions define the rights and obligations relating to the supply of all Goods (in particular standard components, custom-made equipment, machinery and other ordered items) and the provision of Services performed by the Supplier, either directly or through its selected carriers and/or subcontractors, for the purchaser, **FT Automation s.r.o.**, ID No.: 048 75 214, with its registered seat at Revoluční 1044/23, Staré Město, 110 00 Prague 1, and at all of its facilities.

The rights and obligations arising from all current and future orders placed by FT Automation s.r.o. shall be governed by these Terms and Conditions. These Terms and Conditions shall apply exclusively and shall prevail over the Supplier's documents, including its general business or sales terms and conditions or any other documents. By accepting an order placed by FT Automation s.r.o., the Supplier confirms its agreement to these Terms and Conditions. If the Supplier does not agree to these Terms and Conditions, it may notify FT Automation s.r.o. thereof in writing before accepting the relevant Order. In such case, FT Automation s.r.o. shall be entitled to cancel its Order with that Supplier in writing without any obligation to reimburse the Supplier for any resulting costs.

2. DEFINITIONS

2.1. In the Purchase Agreement/Service Agreement/Order/Framework Order, the following terms shall have the meanings set out below.

"**Supplier**" means the party to a Purchase Agreement or Service Agreement that supplies or is to supply Goods or Services to FT Automation s.r.o.

"**Delivery Address**" means the relevant plant (facility) of FT Automation s.r.o. or the designated delivery location specified in the Order.

"**FT Automation s.r.o.**" means FT Automation s.r.o., ID No.: 048 75 214, with its registered seat at Revoluční 1044/23, Staré Město, 110 00 Prague 1, Czech Republic, registered in the Commercial Register maintained by the Municipal Court in Prague under File No. C 254980, including all of its branches.

"**EU Preferential Origin Value**" means the portion of the price of Goods representing the value of materials and processing having preferential origin in the European Union or in other countries recognised under the preferential rules of origin pursuant to the relevant international agreements of the EU, calculated in accordance with those rules.

"**Components**" means any standard or catalogue parts, systems, components or materials (e.g. sensors, pneumatic equipment and fasteners) ordered by FT Automation s.r.o. from the Supplier.

"**Purchase Agreement**" means an agreement between FT Automation s.r.o. and the Supplier for the purchase by FT Automation s.r.o. of Goods or Specialised Tooling from the Supplier in accordance with the specifications set out in the Order/ Framework Order.

"**Purchase Order / Framework Order**" means a document in hard-copy or electronic form issued by FT Automation s.r.o. to the Supplier for the purchase of Goods or the provision of Services.

"**Order**" means a Purchase Order, Service Order, Framework Order or an order for the purchase of tooling or the provision of Services.

"**Tooling Order**" means a document issued by FT Automation s.r.o. to the Supplier for the purchase of Specialised Tooling.

"**Field Action**" means any action taken by FT Automation s.r.o. in relation to Products to address quality and safety issues, compliance with legal requirements or the interests of customers/end users. Field Actions include, in particular, product recalls and service campaigns.

"**Intellectual Property Rights**" means rights relating to trademarks, trade dress, patents, know-how, trade secrets and the protection of industrial designs.

"**Services**" means any services requested by FT Automation s.r.o. from the Supplier under a Service Order.

"**Service Agreement**" means an agreement between FT Automation s.r.o. and the Supplier for the provision of Services in accordance with the specifications set out in the Order/Framework Order.

"**Party**" or "**Parties**" means the parties to the Purchase Agreement or Service Agreement.

"**Specialised Tooling**" means all tools, jigs, fixtures, clamping devices, stamping dies, moulds, models and/or other equipment, including related software, specially manufactured or modified for the production or quality inspection of Goods.

"**Technical Specifications**" means documentation, including drawings, models, electronic data and other supporting materials, provided or referenced by FT Automation s.r.o. and describing the shape, function and material of Goods or Specialised Tooling and/or other requirements applicable to Goods or Specialised Tooling.

"**Defective Goods**" means any Goods that fail to meet the requirements set out in Article 11 of these Terms and Conditions.

"**Product**" means a product into which a Component is or is intended to be incorporated.

"**Equipment**" means custom-made assemblies, machinery, jigs, fixtures, clamping devices, moulds, models (including 3D CAD models), structures or other equipment, including associated software, specially manufactured or modified for FT Automation s.r.o., usually on the basis of its drawings (e.g. from CATIA) or specific instructions.

"**Goods**" means any standard or catalogue Components, as well as custom-made assemblies, machinery, Equipment, jigs, structures or any other products, materials and goods, including associated software, ordered by FT Automation s.r.o. and supplied to it by the Supplier.

"**Change and/or Discontinuation**" means any change, in particular in the structure, composition, manufacturing process or manufacturing location, including any other physical or chemical changes to or in the Goods or Services supplied or provided to FT Automation s.r.o., or a situation in which the Supplier decides, for any reason, to discontinue or suspend the manufacture of Goods or the provision of Services.

2.2. The terms defined in these Terms and Conditions shall have the same meaning in all documents forming part of the Purchase Agreement or Service Agreement, unless the context expressly indicates otherwise.

3. CONCLUSION OF A PURCHASE AGREEMENT OR SERVICE AGREEMENT AND CONTRACTUAL DOCUMENTS

3.1. A Purchase Agreement may also be concluded by confirmation of an Order. Supplies of Goods are managed by FT Automation s.r.o. through written orders or, where applicable, call-off orders specifying the name of the Goods, the quantity ordered, the price and the delivery date. The quantity, price and delivery dates agreed and confirmed by the Supplier shall be binding.

3.2. A Service Agreement may also be concluded by confirmation of an Order. The provision of Services is managed by FT Automation s.r.o. through written orders or, where applicable, call-off orders specifying the Services, the scope ordered, the price and the performance date. The agreed scope, price and dates confirmed by the Supplier shall be binding.

3.3. The Supplier shall inform FT Automation s.r.o. without undue delay of any circumstances that may affect its ability to confirm or duly fulfil an Order.

3.4. These Terms and Conditions form part of the Order.

3.5. The Purchase Agreement includes these Terms and Conditions and may also include the following documents:

- Purchase Order, Tooling Order, Technical Specifications, price agreement, warranty certificate and other agreed documents. As between such documents, a document issued later shall prevail over a document issued earlier.

3.6. In the event of any conflict between these Terms and Conditions and a Purchase Agreement or Service Agreement, the Purchase Agreement or Service Agreement shall prevail unless expressly agreed otherwise in a separate document.

3.7. No contractual terms submitted by the Supplier shall apply unless accepted in writing by FT Automation s.r.o.

3.8. Payment of the price or acceptance of a delivery or Services shall not constitute confirmation (acceptance) by FT Automation s.r.o. of any other contractual terms.

4. NON-EXCLUSIVE SUPPLY

4.1. The Supplier shall not be the exclusive supplier of the Goods or Services.

5. INFORMATION

5.1. The Supplier shall regularly provide FT Automation s.r.o. with information that may be relevant to the assessment of its relationship with the Supplier and/or information that FT Automation s.r.o. may reasonably request, in particular any information about the Goods, Services and/or Supplier that must be provided to the authorities in connection with the import or export of Goods or the provision of Services.

5.2. If insolvency proceedings are commenced against the Supplier, the Supplier is declared insolvent, enters into liquidation or may for any other reason be considered insolvent, the Supplier shall immediately notify FT Automation s.r.o.

6. COMPLIANCE WITH THE ORDER

6.1. The Supplier shall supply the Goods in accordance with the Technical Specifications and the terms of the Purchase Order or Purchase Agreement.

6.2. The Supplier shall provide the Services in accordance with specifications set by FT Automation s.r.o. for the requested Services and the terms of the relevant Order or Service Agreement.

6.3. FT Automation s.r.o. reserves the right to amend the Technical Specifications of the Goods or the specifications of the requested Services. Any resulting change in price or other terms shall be agreed in writing before the Supplier commences delivery or performance.

6.4. The Supplier shall deliver the Specialised Tooling ordered by FT Automation s.r.o. in accordance with the terms of the Tooling Order and/or Purchase Agreement.

6.5. If FT Automation s.r.o. issues Technical Specifications for Specialised Tooling, the Supplier shall supply Specialised Tooling that conforms precisely to those Technical Specifications.

6.6. FT Automation s.r.o. reserves the right to amend the Technical Specifications for Specialised Tooling. The Supplier shall acknowledge receipt and acceptance of such amendments in writing without undue delay, but no later than within five (5) business days. If the Supplier fails to acknowledge receipt and acceptance of the amendments even within ten (10) business days, FT Automation s.r.o. shall be entitled to withdraw from the relevant Order.

6.7. The Supplier shall modify the Specialised Tooling in accordance with the new Technical Specifications only after confirming them in writing, unless otherwise agreed by the Parties.

6.8. Any changes in price or other terms arising from amendments to the Technical Specifications must be agreed in writing before any modification of the Specialised Tooling is carried out.

7. DELIVERIES AND COMPENSATION FOR CANCELLED PURCHASES

7.1. Binding requirements for the supply of Goods, including the exact quantity and delivery time (schedule), shall be specified in the Order.

7.2. Where custom-made Goods are supplied, the Supplier shall enable FT Automation s.r.o. to continuously inspect the progress of manufacture. The handover of more complex Equipment may, under the Order, be subject to the successful completion of acceptance tests at the Supplier's premises (FAT – Factory Acceptance Test) and/or at the end customer's premises (SAT – Site Acceptance Test).

7.3. Proper delivery of Equipment shall always include the handover of complete accompanying and technical documentation (e.g. CE declarations of conformity, operating and maintenance manuals, inspection reports and software source codes), unless otherwise follows from the nature of the Equipment or the Order. Delivery shall not be deemed complete without the handover of such documentation.

7.4. In the event of late delivery of Goods, FT Automation s.r.o. shall be entitled to (i) terminate, in whole or in part, the purchase of the Goods and any other Goods which it considers unnecessary as a result of the late delivery, and (ii) make substitute purchases from other suppliers. The Supplier shall indemnify and hold FT Automation s.r.o. harmless against all liabilities, costs, losses and damages arising from or in connection with the late delivery.

7.5. The Supplier undertakes to pay a contractual penalty for delayed delivery, applicable to the entire delivery, unless FT Automation s.r.o. has approved an alternative delivery date and/or delivery volume in writing before the original delivery date. The contractual penalty shall amount to 0.5% of the total contractual price of the delivery concerned for each calendar day of delay, provided that the aggregate penalty shall not exceed 25% of the total contractual price of that delivery. Payment of the contractual penalty shall not release the Supplier from its obligation to compensate all damage resulting from an unjustified delay in delivery or from its obligation to perform the agreed delivery.

7.6. FT Automation s.r.o. reserves the right, up to thirty (30) days before the delivery date, to cancel any part of the supply of Goods not yet delivered by the Supplier, or to request changes to the supply and delivery, including packaging, testing requirements, dispatch date, or time or place of delivery.

7.7. Within ten (10) days of receiving a change request, the Supplier shall notify FT Automation s.r.o. in writing whether the change will affect reasonably incurred costs or delivery periods and shall provide written evidence supporting its statement. Once FT Automation s.r.o. submits a change request, it shall agree with the Supplier on an equitable price adjustment (increase or decrease), a change in transport or delivery terms, or other appropriate adjustments necessary to fulfil the amended Order.

7.8. If FT Automation s.r.o. cancels or does not realize, in whole or in part, a purchase of Goods in quantities corresponding to a binding requirement in the Order pursuant to paragraph 7.1, it shall reimburse the Supplier for reasonable and reasonably incurred costs associated with cancellation of those quantities. In calculating such costs, the Supplier shall not receive compensation for Goods, or for components, work in progress or raw materials intended for the manufacture of such Goods, which can be used for other deliveries to FT Automation s.r.o. or another contracting party or for another purpose. Obligation of the FT Automation s.r.o. to compensate damage caused by cancellation of an Order is conditional upon the Supplier submitting a written statement specifying its claims for compensation and duly substantiating their amounts within six (6) weeks from the date on which it could determine the costs associated with the cancelled delivery, but in any event no later than three (3) months from the date of cancellation of the Order; otherwise, no claim for compensation shall arise.

7.9. In all cases, unless otherwise agreed in writing, the Supplier shall bear the risk associated with the Goods supplied until their delivery to FT Automation s.r.o.

8. OBLIGATIONS IN THE PROVISION OF SERVICES

8.1. The Supplier shall use professionally qualified personnel with experience appropriate to the needs of FT Automation s.r.o. to provide the Services.

8.2. In providing the Services, the Supplier shall act with all due professional care, in good faith and in accordance with the interests of FT Automation s.r.o., in compliance with the requirements set out in the Order or Service Agreement and at a location designated by FT Automation s.r.o.

8.3. Unless expressly agreed otherwise, the Supplier shall not be authorised to perform any legal acts or receive any performance on behalf of FT Automation s.r.o.

8.4. When providing Services at designated premises, the Supplier shall comply with the operating and security rules applicable at those premises, of which it was informed before commencement of the Services. If FT Automation s.r.o. provides any items to the Supplier for the purpose of providing the Services, the Supplier shall be responsible for safeguarding and properly using them. A written handover record shall be prepared upon the handover of such items.

8.5. The Supplier shall use items entrusted to it by FT Automation s.r.o. solely for the purpose of providing the Services, in accordance with the Technical Specifications, instructions, manuals and applicable laws, and shall maintain such items in the condition in which they were received, allowing for ordinary wear and tear. The Supplier shall be liable for damage incurred by FT Automation s.r.o. as a result of a breach of this obligation. The Supplier shall return the items entrusted to it by FT Automation s.r.o. no later than on the date on which provision of the Services ends, in the condition in which they were handed over, allowing for normal wear and tear.

8.6. The Supplier shall keep records of the Services provided to FT Automation s.r.o. in the customary manner and retain all material documents generated in the course of providing the Services. The Supplier shall regularly inform FT Automation s.r.o. about the provision of the Services and all circumstances relevant to the interests of FT Automation s.r.o.

8.7. In the event of delayed provision of Services, FT Automation s.r.o. shall be entitled to (i) terminate, in whole or in part, the receipt of Services which it considers unnecessary as a result of the delay, and (ii) order Services from other suppliers. The Supplier shall indemnify and hold FT Automation s.r.o. harmless against all liabilities, costs, losses and damages arising from or in connection with the delayed provision of the Services.

8.8. The Supplier undertakes to pay a contractual penalty for delay in the provision of Services, applicable to the entire Order, unless FT Automation s.r.o. has approved an alternative date in writing before the original due date. The contractual penalty shall amount to 0.5% of the total contractual price of the relevant Order for each calendar day of delay, provided that the aggregate penalty shall not exceed 25% of the total contractual price of the relevant Order. Payment of the contractual penalty shall not release the Supplier from its obligation to compensate all damage resulting from unjustified delay in the Services or from its obligation to provide the agreed Services.

9. PRICES AND PAYMENT TERMS

9.1. PRICE OF GOODS

9.1.1. The price of individual Goods shall be specified in the Purchase Agreement and/or Order and/or Framework Order.

9.1.2. Unless otherwise agreed in writing, invoices shall be due no earlier than thirty (30) days net following either delivery of the Goods or receipt of an undisputed and duly issued invoice, whichever occurs later.

Default interest shall not exceed 0.01% for each day of delay.

9.1.3. The price of the Goods specified in the Purchase Agreement or Order shall be final and remain applicable until the Parties agree on a new price in writing. Unless otherwise agreed in writing, the price specified for any Goods (i) shall be a fixed price and no unilateral price changes shall be permitted (a price adjustment shall be possible only on the basis of a mutually agreed written change to the technical requirements or scope of delivery), (ii) shall exclude VAT but include all customs duties, levies, fees and taxes in the country of origin of the Goods, and (iii) shall include the costs of storage, handling, packaging and all other costs and charges borne by the Supplier under the applicable delivery term.

9.1.4. At the request of FT Automation s.r.o., the Supplier undertakes to provide a complete breakdown of costs (an open-book calculation, particularly labour and material costs) and a detailed price breakdown for all principal parts of the Goods supplied.

9.2. PRICE OF SERVICES

9.2.1. Unless otherwise agreed in writing, remuneration for the provision of Services shall be payable monthly against the Supplier's invoice. Along with each invoice, the Supplier shall provide FT Automation s.r.o. with supporting billing documentation consisting of a statement of the individual Services provided in the relevant calendar month, including a brief description of each Service and the number of hours spent providing it. Confirmation of this statement by FT Automation s.r.o. shall be a prerequisite for payment of the Supplier's remuneration.

9.2.2. The Supplier shall not exceed the agreed scope of Services or charge any additional costs, extra work or additional services without the prior written consent of FT Automation s.r.o.

Any additional costs or changes to the scope of Services that may affect the price or time of performance must be approved in writing in advance by FT Automation s.r.o., including their scope, price and effect on the performance date. Without such prior written consent, the Supplier shall have no entitlement to payment for them.

9.3. GENERAL PROVISIONS

9.3.1. All invoices shall be correctly addressed and sent electronically to info@ftautomation.cz, shall not be addressed to the attention of any particular individual, and shall contain all additional information required by FT Automation s.r.o. and applicable law, including at least the relevant Purchase Order/Purchase Agreement/Service Agreement number, the billing period, identification of the Supplier and FT Automation s.r.o., the purchase price/remuneration for Services, date of

issue, description of the Goods/Services purchased, invoice number and the Supplier's bank account number to which payment is to be made.

9.3.2. Throughout the term of the Purchase Agreement, the Supplier and FT Automation s.r.o. shall jointly seek opportunities to reduce costs and reflect the resulting savings in price reductions for FT Automation s.r.o.

9.3.3. Without prejudice to any other rights and remedies available to FT Automation s.r.o., FT Automation s.r.o. shall be entitled to set off any of its due obligations to the Supplier against any countercharges or other claims it may have against the Supplier in good faith, up to the amount of such countercharges or claims. The Supplier shall not be entitled to set off its claims against FT Automation s.r.o. unless otherwise agreed in writing.

9.3.4. FT Automation s.r.o. shall not accept across-the-board price increases imposed by the Supplier unless otherwise agreed in writing.

9.3.5. The prices of Goods and Services shall be the same for all entities within FT Automation s.r.o., unless otherwise agreed in writing.

10. DELIVERY AND TRANSFER OF TITLE

10.1. Delivery terms for the Goods shall be governed by INCOTERMS 2020. Unless otherwise agreed in writing, the applicable delivery term shall be DDP to the relevant FT Automation s.r.o. plant or another location specified in the Order.

10.2. The Supplier shall package the Goods in accordance with instructions issued by FT Automation s.r.o.

10.3. Unless otherwise provided in the Purchase Order or Purchase Agreement, title to the Goods shall pass to FT Automation s.r.o. upon their delivery to the place of delivery, namely the unloading dock for receipt of goods at the relevant premises of FT Automation s.r.o. The delivery note shall be deemed the document required for acceptance or delivery of the Goods and must contain the following information:

(a) the business names and addresses of the Supplier and FT Automation s.r.o.,
(b) the FT Automation s.r.o. order number,
(c) the dispatch date,
(d) the delivery note number,
(e) the number of quantity units,
(f) the quantity per unit,
(g) the type and number of packages,
(h) the Supplier's stamp and signature,
(i) the carrier vehicle's registration number.

11. QUALITY WARRANTIES FOR GOODS AND FITNESS FOR INTENDED USE

11.1. The Supplier shall provide FT Automation s.r.o. with a quality warranty for all Goods supplied and all Services provided (including, for example, design, assembly or electrical installation work and programming) for a period of twenty-four (24) months (unless a longer period is agreed or required

by law) from the date of due delivery of the Goods. Where Services are provided or Goods are supplied as part of a larger assembly (equipment/production line), the warranty period shall not commence until the date of formal handover of that assembly to FT Automation s.r.o. or, where agreed, until successful handover to the end customer (e.g. following successful completion of SAT tests). For supplies of Goods or Services for projects whose final location is within the United States of America, the above warranty period shall be thirty-six (36) months unless otherwise agreed in writing.

11.2. The quality warranty includes the following representations of the Supplier: all Goods supplied and Services provided fully comply with the Technical Specifications, drawings and technical requirements of FT Automation s.r.o.; furthermore, the Goods (i) are entirely new and unused; (ii) are free from defects in title and are not encumbered by any liens, pledges or easements; (iii) are fully functional, reliable and free from defects in design, workmanship and materials; (iv) the Services provided have been performed with the highest level of professional care and comply with recognised technological standards; (v) are fully fit and sufficient for the purpose intended by FT Automation s.r.o. for the relevant project (if known to the Supplier, e.g. integration into a production line); (vi) comply with all safety, hygiene and technical legal requirements applicable in the country of manufacture and delivery (including declarations of conformity and CE marking, where required); and (vii) do not infringe patents or other intellectual property rights of third parties.

11.3. If the Supplier discovers or suspects that Defective Goods have been dispatched to FT Automation s.r.o., it shall immediately inform the relevant recipient of the Goods and the responsible purchasing department of FT Automation s.r.o.

11.4. The Supplier shall ensure that it has obtained all information concerning the intended use and applications of the Goods and any other conditions affecting the Goods. At the Supplier's request, FT Automation s.r.o. shall provide any information that it, in its sole discretion, considers important for the design, development and/or manufacture of the Goods.

11.5. Where the Supplier supplies Goods (in particular custom-made Equipment) on the basis of drawings, 3D models, technical requirements or binding instructions provided by FT Automation s.r.o. (the "**Specifications**"), the Supplier shall follow those Specifications precisely. In such case, FT Automation s.r.o. shall be responsible for the design and technical solution. However, before commencing manufacture, the Supplier shall review the Specifications with due professional care and notify FT Automation s.r.o. in writing without undue delay of any defects identified, unsuitable supporting materials, hidden risks or manifest non-compliance with applicable standards. Where the Supplier itself designs or selects the technical solution for the Goods supplied (including catalogue Components), the Supplier shall bear full responsibility for their design, construction and manufacture. Any changes to the Specifications or technical solution during the project must be approved by authorised representatives of both Parties; for this purpose, approval of a new revision of the documentation by email shall suffice, without the need to execute a formal written amendment to the Purchase Agreement.

11.6. The Supplier warrants that all Goods supplied comply with the safety, hygiene and technical standards applicable in the European Union (in particular, declarations of conformity and CE marking, where required for the relevant type of product) and with generally recognised technical standards in the relevant industry. FT Automation s.r.o. and/or its customer shall be entitled to inspect the manufacture or testing of the Goods at any time, subject to at least five (5) days' prior notice.

11.7. Unless otherwise agreed in writing, the Supplier undertakes to ensure the availability of spare parts and equivalent Components for the Goods (Equipment) supplied for the customary period, but in any event for at least five (5) years from delivery.

12. LIABILITY FOR DEFECTS OR OTHER NON-CONFORMING DELIVERIES

12.1. If the Goods fail to meet the requirements laid down in Article 11 (Defective Goods), FT Automation s.r.o. shall be entitled to (i) demand immediate repair or (ii) demand immediate replacement delivery of the Goods.

12.2. If the Supplier is unable to immediately repair or replace any Defective Goods that threaten the project schedule, compliance with delivery dates to end customers or the operations of a customer of FT Automation s.r.o., FT Automation s.r.o. and/or its customer shall be entitled, without the Supplier's consent and at the Supplier's expense, to carry out the necessary remedial work, including, in particular, labour, replacement, installation and dismantling, investigation and analysis, or to terminate in whole or in part the purchase of Goods that FT Automation s.r.o. considers unusable due to defects or deficiencies and replace such Goods by purchasing them from another supplier or suppliers.

12.3. In addition to the provisions of paragraphs 12.1 and 12.2 above, the Supplier shall compensate FT Automation s.r.o. for any loss or damage caused by or relating to Defective Goods, in particular the costs (including reasonable legal and expert fees) of any labour, replacement, installation and dismantling, investigation and analysis, disposal and transport to FT Automation s.r.o. and/or its customers.

12.4. If, due to the supply of Defective Goods, FT Automation s.r.o. considers it necessary to inspect all Goods of the same type supplied by the Supplier, FT Automation s.r.o. shall be entitled, after notifying the Supplier, to carry out such inspection at the Supplier's expense and without its consent if the Supplier fails to respond to the notice within forty-eight (48) hours (two (2) days). The notice shall describe the nature of the defect and specify the time and place of inspection. Wherever possible, the Supplier shall be present during the inspection.

12.5. If a delivery does not contain the quantity specified in the Order, FT Automation s.r.o. shall be entitled to demand immediate rectification and the Supplier shall reimburse FT Automation s.r.o. for all costs arising from or relating to the delay or shortfall in delivery. If the Supplier delivers a quantity exceeding the quantity ordered by FT Automation s.r.o. by more than 5%, or delivers it before the specified delivery date without FT Automation s.r.o. prior written consent, FT Automation s.r.o. shall not be responsible for accepting, storing or maintaining such Goods and shall also be entitled to return any excess or prematurely delivered quantity to the Supplier at the

Supplier's expense and/or recover storage costs. Delivery of a quantity more than 5% below the quantity ordered, or failure to provide required documents (certificates, etc.), shall be deemed a material defect in delivery.

12.6. Acceptance by FT Automation s.r.o. of Goods that do not comply with the Purchase Agreement shall not release the Supplier from its obligation to remedy the non-compliance or prevent FT Automation s.r.o. from exercising any remedies under the Purchase Agreement.

12.7. If the Supplier fails to comply with the requirement of paragraph 11.1 and the Parties fail to reach a mutually acceptable solution within thirty (30) days of notice given by FT Automation s.r.o., FT Automation s.r.o. shall have the right to terminate the Purchase Agreement insofar as it relates to the Goods concerned.

13. WARRANTIES FOR SPECIALISED TOOLING ORDERED BY FT AUTOMATION S.R.O.

13.1. The Supplier shall provide FT Automation s.r.o. with a two-year quality warranty that all Specialised Tooling purchased and/or delivered complies with the Technical Specifications approved by FT Automation s.r.o. and is (i) new; (ii) free of any liens, pledges and easements; (iii) in conformity with all specifications, drawings, samples and other characteristics provided by FT Automation s.r.o. or offered by the Supplier; (iv) free from defects in appearance (according to the design of FT Automation s.r.o.), workmanship and materials; (v) of merchantable quality; (vi) fit and sufficient for the use intended by FT Automation s.r.o., to the extent known to the Supplier; (vii) in compliance with all applicable laws in the country of manufacture and delivery; and (viii) non-infringing of any patents or other intellectual property rights of third parties.

13.2. The Supplier further undertakes to maintain all Specialised Tooling required for the manufacture or testing of Goods in perfect condition throughout the term of the Purchase Agreement.

14. SUPPLIER'S MANUFACTURING OPERATIONS

14.1. The Supplier shall comply with the applicable requirements of the quality system approved by FT Automation s.r.o. in relation to design, development, manufacture, assembly and servicing.

In performing the Order, the Supplier shall exercise the highest degree of professional care and ensure compliance with the agreed schedule. Upon reasonable advance notice, FT Automation s.r.o. shall be entitled to inspect the work in progress on the Goods at the Supplier's premises (e.g. through progress inspections), participate in preliminary or acceptance tests (FAT) and carry out other necessary tests at the Supplier's premises, including an assessment of any risk of delayed delivery of the Goods. The Supplier shall use reasonable efforts to ensure that FT Automation s.r.o. enjoys similar rights at the premises of its key subcontractors.

15. TESTING

15.1. Before commencing series production of new or modified Goods, the Supplier shall manufacture samples and inspect their quality in accordance with the applicable requirements of FT Automation s.r.o.

15.2. Once a sample has been approved, any change in the function, appearance, characteristics, material, manufacturing method, place of manufacture, Specialised Tooling or other equipment

that may affect the Goods, and/or any repair of Specialised Tooling or other equipment that may affect any characteristic of the Goods, may be made only with the written consent of the responsible department of FT Automation s.r.o. in each individual case. Delivery may then take place only after renewed sample approval.

15.3. If FT Automation s.r.o. rejects a sample, the Supplier shall remedy it so as to satisfy the requirements set out in paragraph 11.1 and shall reimburse FT Automation s.r.o. for the costs of verification testing of the Goods following such remedy.

15.4. Approval of a sample by FT Automation s.r.o. shall not affect the Supplier's liability or obligations under the Purchase Agreement.

16. RESTRICTIONS ON ASSIGNMENT OF OBLIGATIONS AND USE OF SUBCONTRACTORS

16.1. FT Automation s.r.o. selected the Supplier, among other reasons, on the basis of its expertise, references and proven experience in supplying the requested Goods or Services.

16.2. The Supplier shall not assign, transfer or subcontract any of its rights or obligations arising from the Purchase Agreement (or Service Agreement) to any third party without the prior written consent of FT Automation s.r.o. The Supplier shall be liable to FT Automation s.r.o. for the performance of its subcontractors as if it had performed itself. Ordinary purchases of catalogue materials and standard components from third parties for the fulfilment of an Order shall not be considered subcontracting.

17. CHANGES TO AND/OR DISCONTINUATION OF PRODUCTION

17.1. In the event of long-term and repeated cooperation involving the supply of specific catalogue Components, the Supplier undertakes to promptly notify FT Automation s.r.o. in writing if it plans to permanently discontinue the production of those Components (so-called End of Life). The Supplier shall provide this information to FT Automation s.r.o. sufficiently in advance to enable it to make a final purchase (Last Time Buy) of such Components if necessary to ensure future servicing for its end customers. If production of a particular Component is discontinued, the Supplier shall use reasonable efforts to recommend or offer FT Automation s.r.o. a fully compatible alternative or upgraded Component.

18. SPECIALISED TOOLING OWNED BY FT AUTOMATION S.R.O. OR ITS CUSTOMER

18.1. The Specialised Tooling specified in a Tooling Order issued by FT Automation s.r.o. is owned by FT Automation s.r.o. or its customer. Payment for the Specialised Tooling shall not be made until the Specialised Tooling has been approved by FT Automation s.r.o. and/or its customer, unless otherwise agreed in writing by FT Automation s.r.o. and/or its customer.

18.2. Before approval, the Supplier shall provide FT Automation s.r.o. with, in particular, an overall assembly drawing of the Specialised Tooling owned by FT Automation s.r.o. or its customer.

18.3. The Supplier shall mark Specialised Tooling owned by FT Automation s.r.o. or its customer so that ownership is clearly apparent and shall notify the insurer of such ownership. The Supplier shall establish a register of all Specialised Tooling, to which FT Automation s.r.o. or its customers

shall have access, and shall, at the request of FT Automation s.r.o., provide evidence of ownership of the Specialised Tooling to third parties and/or FT Automation s.r.o.

18.4. The Supplier shall not use Specialised Tooling owned by FT Automation s.r.o. or its customer to manufacture and/or supply goods or provide services for any other person.

18.5. The Supplier shall be solely responsible for the following activities, which it shall carry out at its own expense:

- maintaining the Specialised Tooling, including repairing or replacing it, in the condition necessary for the manufacture of the Goods; the Supplier shall be responsible for all wear and tear,
- storing the Specialised Tooling and insuring it against loss or damage, including where such loss or damage occurs despite the Supplier exercising due care,
- ensuring that the Specialised Tooling remains permanently identifiable as the property of FT Automation s.r.o. or its customers.

18.6. Specialised Tooling shall not be damaged, rendered unusable or discarded without the prior written consent of FT Automation s.r.o. or its customer. Additional copies of Specialised Tooling subject to Intellectual Property Rights shall not be made without the prior written consent of the owner of those Intellectual Property Rights. At the request of FT Automation s.r.o., all Specialised Tooling, drawings and other materials must be returned to it or its customer.

19. SPECIALISED TOOLING OWNED BY THE SUPPLIER

19.1. The Supplier shall bear the costs associated with the development, manufacture, maintenance and replacement of all Specialised Tooling used to manufacture Goods ordered by FT Automation s.r.o.

19.2. Where FT Automation s.r.o. exercises Intellectual Property Rights in Specialised Tooling, the Supplier shall not use such Specialised Tooling to manufacture and/or supply goods or provide services for any other person.

19.3. If insolvency proceedings are commenced against the Supplier, it is declared insolvent, enters into liquidation or may for any other reason be considered insolvent, the Supplier shall immediately inform FT Automation s.r.o. The Supplier undertakes to assist FT Automation s.r.o. in acquiring Specialised Tooling necessary for the manufacture of the Goods.

19.4. The Supplier shall immediately notify the insolvency administrator, liquidator or any other authorised person(s) of these rights. The Supplier shall provide FT Automation s.r.o. with all documentation provided to it relating to the development, manufacture and maintenance of the Specialised Tooling and Goods (e.g. drawings and technical documentation).

19.5. In the event of termination of the Purchase Agreement for Goods, the Supplier undertakes, if FT Automation s.r.o. so wishes, to transfer title to all Specialised Tooling used exclusively for manufacture for FT Automation s.r.o. and/or its subsidiaries to FT Automation s.r.o. at a price corresponding to its market value. The Supplier hereby confirms that it will be able to fulfil this obligation at any time.

20. INTELLECTUAL PROPERTY RIGHTS

20.1. If the Goods or Specialised Tooling supplied are protected by Intellectual Property Rights (i.e. industrial property rights or copyrights), the Supplier hereby grants FT Automation s.r.o. an unrestricted licence, i.e. unlimited authorisation to exercise Intellectual Property Rights relating to the Goods or Specialised Tooling for the entire term of such rights and for all forms of use, including, without limitation, reproduction, distribution, rental, lending, exhibition and communication to the public, whether in their original form or in any adapted or otherwise modified form. If the Supplier is not the author or holder of the industrial property rights, it undertakes to secure those rights for FT Automation s.r.o. to the extent specified above and shall be liable for any resulting damage if it breaches this obligation.

20.2. If FT Automation s.r.o. pays or otherwise compensates the Supplier for development or design work initiated by FT Automation s.r.o. in connection with the Goods or Specialised Tooling, all entitlements to exercise Intellectual Property Rights arising from such work shall belong to FT Automation s.r.o. to the extent permitted by law, and all related drawings of the Goods or Specialised Tooling shall become the property of FT Automation s.r.o.

20.3. If the outcome of the Supplier's activities under an Order/Service Agreement constitutes a copyright-protected work, the Supplier grants FT Automation s.r.o., upon creation of that work, the exclusive right to use the work in its original and modified form, without any territorial or quantitative restriction, for any form of use and for the duration of copyright protection. FT Automation s.r.o. shall not be required to actively exploit this licence.

20.4. FT Automation s.r.o. shall be entitled to sublicense, transfer, grant security over and/or assign the licence, in whole or in part, for consideration or free of charge, to any third party without restriction within the scope of the licence. The Supplier expressly consents to the foregoing.

20.5. In respect of all copyright-protected works resulting from the Supplier's activities under the regime of employee works, the Supplier assigns to FT Automation s.r.o. the right to exercise the economic rights in such works. The Supplier undertakes to obtain the author's consent to the assignment of the right to exercise the economic rights in the works at the time of concluding the Purchase Agreement or Service Agreement. FT Automation s.r.o. shall also be entitled to further assign this right.

20.6. FT Automation s.r.o. and the Supplier may agree in a separate document on the ownership of Intellectual Property Rights and remuneration for such rights arising from design and/or development performed by the Supplier.

20.7. The Supplier warrants that neither the Goods nor their use infringe any third party's Intellectual Property Rights. The Supplier shall indemnify and hold FT Automation s.r.o. harmless against any claims that may be asserted against FT Automation s.r.o. in connection with third-party Intellectual Property Rights.

20.8. The Supplier shall not use any business names or trademarks belonging to or lawfully used by FT Automation s.r.o. except in accordance with its written instructions.

21. PRODUCT LIABILITY AND INSURANCE

21.1. The Supplier shall indemnify and hold FT Automation s.r.o. harmless against all losses, liabilities, damages (direct, indirect, consequential, punitive or otherwise), costs and expenses (including reasonable legal and expert fees) arising from or relating to: (i) any defect or non-conformity in the Goods; (ii) any failure by the Supplier to comply with the representations, warranties and obligations under the Purchase Agreement; (iii) any negligence or omission by the Supplier in connection with the design or manufacture of the Goods, including defects in materials and/or manufacturing processes or technologies; (iv) any environmental damage, spill, leak or discharge of hazardous waste or substances caused by a defect in the Goods or non-compliance with contractual terms relating to the Goods; or (v) any infringement (including indirect infringement or inducement to infringe) of any Intellectual Property Right relating to Goods provided by the Supplier. This indemnity shall also include the Supplier's liability for all judgments or financial settlements that could otherwise be or become the liability of FT Automation s.r.o.

21.2. This indemnity shall inure to the benefit of FT Automation s.r.o., its officers, directors, successors and assigns. At the request of FT Automation s.r.o., the Supplier shall assist FT Automation s.r.o. in disputes in which FT Automation s.r.o. may become involved as a result of such alleged defects and, if required by FT Automation s.r.o., shall participate in discussions concerning any such dispute.

21.3. Neither FT Automation s.r.o. nor the Supplier shall, in connection with product liability litigation involving the other Party, bring any application or claim against a third party without first notifying the other Party. Where practicable, such notice should be given sufficiently in advance to allow alternatives to such filing to be thoroughly discussed.

21.4. If there is a risk that a Product will cause personal injury or property damage because the Goods are Defective Goods, to such an extent that FT Automation s.r.o. decides to undertake a Field Action, the Supplier shall reimburse FT Automation s.r.o. for its costs associated with such Field Action, in particular the costs (including reasonable legal and expert fees) of labour, replacement, installation and dismantling, investigation and analysis, disposal and transport to FT Automation s.r.o. and/or its customers/end users.

21.5. The Supplier shall obtain product liability insurance and liability insurance covering damage caused by its operations in sufficient amounts, maintain such insurance throughout the term of the Purchase Agreement and provide FT Automation s.r.o., upon request, with a copy of the insurance certificate.

22. FORCE MAJEURE

22.1. “Force Majeure” means any events beyond the Parties' control that are unforeseeable, unavoidable or insurmountable, were unknown at the time of acceptance of the Order and wholly or partly prevent the Parties from performing their obligations. Such events include, for example, earthquakes, storms, floods, war, epidemics, civil unrest and any other event that cannot be foreseen, controlled or prevented. For the avoidance of doubt, Force Majeure shall not include strikes, lockouts or other employee protest actions or employment disputes relating exclusively to the Supplier and/or its subcontractors or representatives.

22.2. If a Force Majeure event occurs, performance of the contractual obligations of the affected Party shall be suspended for the period of delay caused by Force Majeure, and the time for performance of such obligations shall be extended, without penalty, by the duration of the Force Majeure event.

22.3. A Party invoking Force Majeure shall immediately notify the other Party in writing and provide evidence of its occurrence and expected duration within ten (10) days.

22.4. In the event of Force Majeure, the Parties shall immediately enter into discussions to find an equitable solution and shall use all reasonable efforts to mitigate its consequences. If the consequences of a Force Majeure event persist for thirty (30) days, both FT Automation s.r.o. and the Supplier shall be entitled to terminate the relevant Purchase Agreement with immediate effect.

23. LEGAL REQUIREMENTS, ETHICAL DECLARATIONS AND ENVIRONMENTAL PROTECTION

23.1. The Parties undertake to conduct their business dealings in compliance with all applicable laws of the Czech Republic. In particular, the Supplier shall comply with all regulations concerning the handling of hazardous goods and environmental protection.

23.2. The Supplier warrants to FT Automation s.r.o. that it will comply with the obligations laid down in the European Union REACH Regulation concerning chemicals.

23.3. The Supplier confirms that it strictly complies with competition laws in the conduct of its business. The Supplier further confirms that all of its funds originate from legitimate sources.

23.4. The Supplier undertakes to act in an environmentally responsible manner in all its activities and to comply with the best available techniques within the meaning of Article 3(10) of Directive 2010/75/EU of the European Parliament and of the Council on industrial emissions.

23.5. Each delivery must be accompanied by a declaration of compliance with all applicable legal requirements or, where appropriate, a hazard analysis. Acceptance of delivered shipments shall not constitute acceptance of non-conforming deliveries, and none of the rights or remedies of FT Automation s.r.o. shall be limited or affected thereby.

23.6. The Supplier undertakes to comply fully with all applicable anti-corruption laws. The Supplier represents that, upon entering into the Purchase Agreement or Service Agreement, it (i) is familiar with and will comply with all anti-corruption laws; and (ii) will act ethically so that neither it nor any related party makes, offers or facilitates any payment, promise of a gift or other advantage or inducement to any public official or private individual.

23.7. The Supplier confirms that neither it nor any of its subsidiaries, including any members of their boards of directors, other statutory bodies or employees, are subject to economic sanctions imposed by any international or national organisation or state. In processing the Goods, the Supplier shall not use any product, component or raw material of any kind originating from countries subject to such economic sanctions.

23.8. Any breach of Articles 23.1 to 23.7 by the Supplier, a person affiliated with it or a subcontractor shall constitute a material breach of the contractual relationship, entitling the purchaser to withdraw from the relevant Purchase Agreement or Service Agreement in writing with immediate effect.

24. EXPORT CONTROL AND ORIGIN

24.1. If the Goods or any of their parts supplied by the Supplier to FT Automation s.r.o. are subject to national export regulations or export controls in the countries in which the Supplier manufactures the Goods or the countries from which the parts originate, the Supplier shall notify FT Automation s.r.o. in writing of that fact and the extent of the export restrictions before the Parties agree on the Technical Specifications.

24.2. The Supplier shall provide all assistance, information or certificates required by FT Automation s.r.o. for customs clearance of the Goods or their parts delivered to it by the Supplier.

24.3. Upon delivery, the Supplier shall submit to FT Automation s.r.o. an export certificate or other equivalent document containing, among other things, information on the origin of the Goods supplied and, where applicable, their EU Preferential Origin Values.

24.4. The original EU Preferential Origin Values shall not be changed without the prior written consent of FT Automation s.r.o.

25. CONFIDENTIALITY

25.1. All information, equipment, know-how and technical documentation, including electronically stored data and computer-generated geometry, to which a Party gains access through the Parties' business relationship shall be treated as confidential throughout the term of the Purchase Agreement and/or Service Agreement and for ten (10) years thereafter and may not be used for any purpose other than supplies to FT Automation s.r.o. Such information shall not be disclosed or otherwise made available to persons other than employees of the Parties who are directly involved in the performance of deliveries to FT Automation s.r.o., nor may it be used by any other persons. Copying or reproducing such confidential information shall be permitted only to the extent necessary for the performance of the Parties' obligations and in accordance with applicable laws and regulations.

25.2. The confidentiality obligations above shall not apply to information which (i) is publicly known otherwise than as a result of a breach of this Purchase Agreement; (ii) was already in the possession of the Party disclosing it before that Party received it from the other Party; and (iii) is received by a Party from a third party without restrictions on its disclosure.

25.3. If a Party is required to disclose information by law or by order of a competent court, such information may be disclosed for those purposes. The Party required to disclose such information shall notify the other Party of any such request in advance and discuss with it the manner of disclosure. The Party disclosing information under this Article shall, to the extent permitted by law, request that the recipient treat the information as confidential as required by paragraph 25.1.

25.4. The Supplier shall not publicise the Parties' business relationship through advertising or by any other means without the prior written consent of FT Automation s.r.o.

25.5. At the request of FT Automation s.r.o., the Supplier shall return or destroy all information referred to in paragraph 25.1, including all copies thereof.

26. WAIVER

26.1. A waiver by either Party of a claim arising from a breach of the Purchase Agreement shall not be deemed a waiver of any claim arising from any subsequent breach of the same or any other provision.

27. SEVERABILITY

27.1. If any provision of the Purchase Agreement/Service Agreement becomes invalid, for example as a result of applicable law, only that provision shall be deemed invalid, while the remaining provisions shall remain in force. In such event, the Parties shall immediately enter into a new arrangement replacing the invalid provision and achieving, as far as possible, an equivalent result in substance.

28. TERM AND TERMINATION

28.1. Unless otherwise agreed, the Purchase Agreement/Service Agreement shall be concluded for an indefinite term.

28.2. Unless otherwise agreed in writing, either Party may terminate the Purchase Agreement by written notice subject to a six (6) month notice period. The notice period shall commence on the first day of the month following delivery of the notice of termination to the other Party.

28.3. The Purchase Agreement may also be terminated in accordance with paragraph 12.7 subject to a notice period of ninety (90) days. In the event of a breach of any provision of Article 25, FT Automation s.r.o. may terminate the Purchase Agreement with immediate effect.

28.4. In addition to the foregoing, a Party shall be entitled to terminate the Purchase Agreement with immediate effect and without any liability to compensate damage resulting from such termination if the other Party becomes subject to insolvency proceedings, is declared bankrupt, enters into liquidation or is acquired by a competitor of the Party seeking to terminate the Purchase Agreement.

28.5. Unless otherwise agreed in writing, either Party may terminate the Service Agreement for any reason or without stating a reason by giving two (2) months' notice. The notice period shall commence on the first day of the month following delivery of the notice of termination to the other Party.

28.6. Each Party shall also be entitled to withdraw from the Service Agreement if the other Party materially breaches any obligation arising from the Service Agreement or applicable law. Withdrawal shall take effect on the date on which written notice of withdrawal is delivered to the other Party.

28.7. Without limiting the continued effect of any provisions of these Terms and Conditions which, by their nature and on a reasonable interpretation, would survive the expiry or termination of any purchase agreement, the provisions of Articles 11, 12, 20, 21 and 25 shall survive the expiry or termination of the Purchase Agreement.

29. VALIDITY, LANGUAGE

29.1. These Terms and Conditions shall take effect on 11 November 2026 and shall supersede in full the General Purchasing Terms and Conditions effective as of 5 June 2020.

29.2. These Terms and Conditions are issued in Czech and English. In the event of any discrepancy between the Czech and English versions of these Terms and Conditions, the Czech version shall prevail.

30. GOVERNING LAW AND DISPUTE RESOLUTION

30.1. Unless otherwise agreed, the Purchase Agreement, Service Agreement and these Terms and Conditions shall be governed by the laws of the country in which FT Automation s.r.o. has its registered office. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to the Purchase Agreement.

30.2. Any dispute or disagreement arising out of or in connection with the Purchase Agreement, Service Agreement and/or these Terms and Conditions which the Parties fail to resolve amicably shall be submitted to the courts having subject-matter and territorial jurisdiction in the country in which FT Automation s.r.o. has its registered office.