

TRANSLATION FROM CZECH

General Terms and Conditions

1. BASIC PROVISIONS

- 1.1. These Terms and Conditions apply to all commercial contracts as agreed. These General Terms and Conditions are an integral part of any Purchase Contract where the Buyer is KOSYKA, s.r.o. and the Seller is any natural or legal person, unless the Seller and the Buyer expressly agree in writing on other terms and conditions.
- 1.2. The provisions of these Terms and Conditions shall also apply mutatis mutandis to any delivery of services, including installation work.
- 1.3. By confirming a binding order, the Seller confirms that he accepts the General Terms and Conditions announced by the Buyer. The relationship between the Buyer and the Seller is governed by these Terms and Conditions, which are also binding on both parties.

2. CONCLUSION OF CONTRACTS

- 2.1. The Contract is concluded if the Seller and the Buyer agree on its contents.
- 2.2. A written order from the Buyer, accepted in writing by the Seller and a written proposal for a change in the terms of the Contract accepted in writing by the other Contracting Party shall be deemed to be a Contract.

3. OFFER AND ORDER

- 3.1. Offers by the Seller to an unspecified number of persons are non-binding and constitute an invitation to place an order by the other party. The conclusion of the Contract shall take place by written confirmation of the Buyer's order by the Seller.
- 3.2. Offers made by the Seller when promoting Goods or offers made for the purpose of introducing potential buyers to the Seller's products to an unspecified number of persons are non-binding and the Seller reserves the right to change the offer or not to carry out the transaction. In the interest of technical progress, the Seller reserves the right to make technical changes in the company documentation.
- 3.3. A submitted order is irrevocable except if the cancellation of the order reaches the Seller before the Seller confirms the order. In the event of non-receipt of the ordered Goods, the Seller is entitled to charge the Buyer for the costs associated with the cancellation of this order.
- 3.4. The products supplied and the manufacturing processes applied shall comply with all legal requirements and safety standards for prohibited, toxic and hazardous substances (SVHC (substances of very high concern) + SOC (substances of concern) + CM), shall comply with the Restriction of Certain Hazardous Substances in Electrical and Electronic Equipment regulations (RoHS regulations as amended), POPs as amended, and compliance with these requirements shall be demonstrated in writing as part of the submission of the PPAP (Production Part Approval Process), at any time at the request of the Buyer or voluntarily by the Seller, immediately upon discovering that the requirements are not met.
- 3.5. By confirming the order, the Seller confirms that all Goods delivered will meet the requirements set out in the preceding paragraph. If the Goods delivered do not comply with

these requirements, the Seller shall be responsible for giving notice of this fact before delivery and the Buyer shall have the right not to accept such Goods without breaching any of its obligations.

4. PRICE AND PAYMENT TERMS

- 4.1. Unless otherwise agreed in the Contract, the price shall be DAP (Delivered At Place) Jihlava as per INCOTERMS 2023, shall not include VAT and shall be binding on both parties from the date of confirmation of the order by the Seller until delivery of the Goods.
- 4.2. The Buyer is obliged to pay the Seller the agreed purchase price properly and on time, including VAT.
- 4.3. The Buyer is obliged to pay the purchase price to the Seller within the contractually agreed time limit and, if this time limit is not agreed, within the due date of the tax document – invoice issued by the Seller and delivered to the Buyer.

5. PACKAGING

- 5.1. Unless otherwise agreed, the prices quoted include packaging.
- 5.2. The Seller shall pack the Goods in the usual manner to prevent damage to the Goods during transportation to the specified destination under normal transport conditions. Packaging is only returnable if agreed between the Seller and the Buyer.

6. TRANSFER OF RISK OF DAMAGE TO THE GOODS

- 6.1. Risk of damage to the Goods shall pass to the Buyer upon delivery of the Goods to the Buyer.
- 6.2. Unless otherwise agreed, the Goods are delivered by the Seller to the Buyer at the time of acceptance of the Goods by the Buyer at the agreed place of delivery.

7. DELIVERY TIME

- 7.1. The time limit for delivery of the Goods by the Seller to the Buyer is set out in the Contract and commences on the date of confirmation of the order or the date of fulfilment of all technical, commercial and financial conditions by the Buyer, unless otherwise agreed.
- 7.2. If a time limit has been agreed by the parties, that is the time limit for delivery of the Goods to the Buyer, this time limit shall be observed by the Seller even if the Seller delivers the Goods no later than on the last day of this time limit.
- 7.3. The Buyer is obliged to take delivery of the Goods within the time limit agreed in the Contract and, if this time limit is not specified, within the time limit specified by the Seller.
- 7.4. The right to dispose of the Goods passes to the Buyer at the moment of delivery of the Goods, but not before the moment when the Buyer or the carrier signs the delivery note.
- 7.5. Partial deliveries are permitted if agreed by the Buyer.

8. WARRANTY AND LIABILITY FOR DEFECTS

- 8.1. The Seller provides the Buyer with a guarantee for the quality of the Goods for a minimum of 12 months, or according to the warranty period of the manufacturer of the product, if it is longer than 12 months. The warranty period shall commence at the moment of transfer of the right to dispose of the Goods to the Buyer. During the warranty period, the Seller guarantees the technical level, quality and functional reliability of the Goods that comply with the applicable legislation of the Czech Republic.
- 8.2. The Buyer is entitled to complain about obvious defects of the Goods no later than during the inspection of the Goods, which the Buyer is obliged to carry out upon receipt of the Goods, and no later than within 7 days from the confirmation of the delivery note by the Buyer. Other defects, i.e. hidden defects and defects that arise after delivery of the Goods to the Buyer, the Buyer is entitled to claim without undue delay after their discovery, and no later than the end of the warranty period.
- 8.3. A claim for defects in the Goods is timely if it is delivered to the Seller in writing with a precise specification of the defect and the claim for liability for defects on the last day of the warranty period at the latest.
- 8.4. As a claim, provided that the claim is duly and timely made, the Buyer may demand the delivery of the missing Goods or the repair of repairable defects or the replacement of Goods with irreparable defects. In the event that the defect in the Goods cannot be remedied in this way, the Buyer is entitled to claim a refund of the purchase price against the handover of the defective Goods to the Seller.
- 8.5. For parts of the Goods purchased by the Seller from sub-sellers, the Seller shall only be liable for defects within the scope of the warranty claims that the Seller itself has against its sub-sellers. If the Goods are manufactured by the Seller according to the Buyer's design data, drawings or models, the Seller shall only be liable for the fact that the design conforms to the Buyer's requirements. In this case, the Buyer shall be liable for any infringement of the rights of third parties. The Seller does not warrant the repair, alteration or conversion of used or third party manufactured Goods.

9. WITHDRAWAL FROM THE CONTRACT

- 9.1. The Buyer shall have the right to withdraw from the Contract if the Seller fails to perform a material obligation under the agreed Contract, despite written notice of the possibility of withdrawal from the Contract and the provision of an additional period of time for performance.
- 9.2. The Seller and the Buyer may withdraw from the Purchase Contract if they are unable to fulfil their obligations due to so-called force majeure. For the purposes of these General Terms and Conditions, force majeure shall be deemed to include, in particular, natural disasters, social unrest, etc. However, such force majeure must have a direct impact on the inability of the Contracting Party to fulfil its obligations.

10. OTHER RIGHTS AND OBLIGATIONS IN CONNECTION WITH THE TERMS AND CONDITIONS OF SUPPLY IN AVIATION

- 10.1. As the Parties are interested in maintaining the highest quality requirements regarding the Goods, the Seller undertakes to:

- 10.1.1. implement and comply with the requirements of aviation quality management in accordance with the relevant technical and quality standards (in particular AS/EN 9100 etc.);
- 10.1.2. use only subcontractors designated or approved by the Buyer, including process resources;
- 10.1.3. inform the Buyer of non-conforming processes, products or services relating to the Goods and obtain the Buyer's approval for their disposal; in the event of a non-conforming product, notify the Buyer immediately of such fact and handle the non-conforming product with special care and as required by the Buyer; in the event of an irreparable non-conformity, provide the Buyer with evidence of destruction or return the non-conforming product to the Buyer;
- 10.1.4. ensure the consistency and accuracy of all information provided in the labelling, labels and documentation accompanying the Goods so that there are no inconsistencies between such information and documents;
- 10.1.5. prevent the use of imitation, counterfeit or suspect parts and to ensure that the Goods are not counterfeit or contain counterfeit Goods and to provide the Buyer with confirmation of this fact if requested by the Buyer,
- 10.1.6. give the Buyer prior notice of any changes in the Seller's processes, products or services, including changes to its subcontractors or changes relating to the location of manufacture and not make such changes without the Buyer's approval;
- 10.1.7. pass on to its subcontractors the Buyer's quality requirements, including those of the Buyer's customer (end user) if known to the Seller;
- 10.1.8. provide test samples to the Buyer for prototype approval, inspection or verification, investigation or audit;
- 10.1.9. retain documented information relating to the Goods or products used in the manufacture of the Goods for the duration of the warranty period of the Goods, but not less than 15 years from the date following the Buyer's acceptance of the Goods; dispose of documented information in accordance with laws and regulations;
- 10.1.10. enable the Buyer, its customer (end user) and public authorities to have access to the relevant areas of all facilities and to the applicable documented information and to pass this requirement on to all levels of its (sub)supply chain; in particular, to enable the Buyer to carry out or participate in an audit relating to certification or authorisation, or to enable the Buyer to make the Seller obliged to obtain certification or authorisation or to make changes thereto;
- 10.1.11. inform the Buyer without undue delay of the loss or suspension of any certification, authorization or change in the scope thereof;
- 10.1.12. allow the Buyer to determine its own requirements for the approval of products necessary for the manufacture of the Goods, or the Goods themselves, as well as procedures, processes and equipment; in these areas the Buyer shall be entitled to require the Seller to provide documentation, while the Seller shall seek the Buyer's prior consent in the event of changes.
- 10.1.13. allow the Buyer to define the requirements for the release of the products or Goods.

10.2. The Seller declares that it is aware of its importance in the Buyer's entire (sub)supply chain regarding:

- 10.2.1. contributing to the conformity of the Goods;
- 10.2.2. contributing to the safety of the Goods;
- 10.2.3. the importance of maintaining high ethical standards.

11. JURISDICTION OF THE COURT, APPLICABLE LAW, DISPUTE RESOLUTION

- 11.1. The competent court for the resolution of disputes between the Parties is the court designated under the Czech Act – the Code of Civil Procedure.
- 11.2. Legal relations arising between the Seller and the Buyer shall be governed by Czech law, in particular Act No. 89/2012 Coll., the Civil Code and its implementing regulations.
- 11.3. The Contract is concluded in the Czech language. If a translation of the text of the Contract is required by the Buyer, the interpretation of the Contract in the Czech language shall apply in the event of a dispute over the interpretation of terms.