

I. Preamble

1.1. This Framework Order (hereinafter referred to as "FO") sets out and regulates the mutual rights and obligations of the parties, i.e. the Customer and the Contractor, in ordering, marking, packaging, shipping and paying for the goods listed in this FO above (hereinafter referred to as the "Goods") and, after confirmation by the Contractor, is considered by both parties as a concluded purchase contract.

II. Subject

2.1. The subject of this FO is the Contractor's obligation to supply the Goods to the Customer on the basis of this FO and individual partial call-offs under the terms and conditions detailed in the respective provisions of this FO.

2.2. The subject of this FO also includes the Customer's obligation to take over the Goods properly and in a timely manner, and to pay the agreed price in accordance with the provisions of Article VII of this FO.

2.3. The Goods within the meaning of this FO are the materials or services as referred to above, furthermore specified on the respective part drawing provided above in this FO, on the relating call-offs, in the applicable Material Specifications (hereinafter "MS") and in the respective PPAP documentation approved by the Customer. Revisions, changes or alterations of the aforementioned documents, if any, by which the Goods are specified, do not result without further ado into any change in mutual rights and obligations under this FO, unless otherwise agreed between the parties in writing.

2.4. The supplied products and the applied production processes must comply with all legal requirements and safety standards for the prohibited, toxic and hazardous substances.

2.4.1 This concerns the following substances that all under these declarations

- a) SVHC substances (substances of very high concern) or EU/ELV: End of Life Vehicles, GADSL, SOC substances (substances of concern),
- b) CMR substances (carcinogenic, mutagenic or toxic for reproduction)
- c) CMP substances (conflict minerals policy), which include, without being limited to, Tin, Tungsten, Tantalum, Gold and all modifications thereof

For chemical substances or mixtures, the Contractor is required to send a current safety data sheet with the confirmed order

2.5. The Contractor declares that as at the date of this RO, they have complied with and will continue to comply with the Kayaku Safety Systems Europe Charter of Ethics, which is available at <https://www.kse-cz.com/charta-etiky-skupiny-nippon-kayaku>.

III. Ordering

3.1. Framework Order (FO)

3.1.1. The Contractor shall confirm the FO in writing or by fax without undue delay after receiving it. If the Contractor attaches any amendments or proposals to the FO, the latter will be regarded as the Contractor's counter-proposal to the Customer's proposal, and the Customer reserves the right to evaluate the counter-proposal and inform the Contractor in writing about the outcome of the assessment, it being understood that no FO will be deemed concluded until the Customer confirms the counter-proposal.

3.1.2. The start date specified above in this FO is the date, from which the Customer is entitled to start calling off in accordance with paragraph 3.2. et seq. The end date specified above in this FO is the date, by which the quantity of the Goods delivered on the basis of the individual relating Customer's call-offs is to be withdrawn.

3.2. Follow up call-offs

3.1.2. Referring to this FO, the Customer shall issue a follow-up call-off specifying the concrete quantities and dates of delivery of the Goods to the Customer in the individual deliveries. A follow-up

call-off constitutes a partial purchase contract entered into pursuant to this FO, with the terms terms being subject to this FO, unless agreed otherwise in the call-off.

3.2.2. The follow-up call-offs may only begin to be issued following bilateral approval of the respective technical and quality documentation referred to under Article II(2.3), in particular following the approval of the PPAP documentation, which the Contractor is required to submit sufficiently in advance, and which the Customer will approve by affixing their signature to the so-called Part Submission Warrant (PSW). If the approval process is not completed before the aforementioned start date of deliveries, or if other circumstances occur on the Contractor's part resulting in their inability to start the call-offs, the Customer will have the right to unilaterally adapt the FO, particularly with regard to the quantity of the Goods and the start date or end date within the meaning of section 3.1.2 of this Article so that it meets the Customer's needs, and the Contractor is required to respect such change.

3.2.3. If the Contractor proposes to the Customer any changes in the call-off, the call-off is deemed to have been confirmed once the two parties reach an agreement on the full content of the order. The agreement reached must be provided in writing or by fax.

3.2.4. Any follow-up call-off issued by the Customer must particularly include the following:

- date of issue of the call-off by the Customer
- Customer's and Contractor's contact details
- Customer's call-off number
- place of delivery
- name and identification of the ordered Goods
- required dates of delivery of the Goods
- required minimum quantity of units of the Goods
- call-off type (hereinafter referred to as the "attribute") for every item
- possible missing quantities (so-called backlogs)

3.2.5. A follow-up call-off must always include one of the following attributes as part of the prerequisites specified above in section 3.2.4.

FIX: This attribute identifies a fixed delivery date and quantity of the Goods to be supplied to the Customer, which the Contractor is required to deliver on the set date and which the Customer agrees to accept.

FCST: This attribute identifies a forecast date of delivery and quantity of the Goods to be delivered to the Customer and informs the Contractor about the presumed collection of the Goods, however, the Contractor may not deliver Goods identified with this attribute to the Customer and the Customer is not obliged to collect Goods identified with such attribute. The Contractor is not entitled to claim from the Customer any reimbursement of costs incurred in the context of the planning or production of Goods identified in this way unless the Goods are accepted by the Customer.

3.2.6. By entering into the FO, the Contractor warrants to the Customer that they will deliver the Goods during the term of this FO in a quantity corresponding to the quantity limit in place for the Goods under this FO. In relation to the Customer, the quantity of Goods as per the quantity limit set out in this FO is only indicative of the estimated quantity that the Customer will need to purchase, having regard to sales of the Goods to their customers during the term of the FO. The quantity limit for the Goods is based on the Customer's business plans, as in force, formed with their customers, the Customer's current inventory and the Customer's production plan, and the Contractor acknowledges that a significant change in these parameters may affect the quantity of the Goods the Customer will be collecting from the Contractor during the term of the FO. The Customer shall not be liable to the Contractor if, during the term of this FO, they fail to collect the Goods in quantities corresponding to the quantity limit, and the Customer shall not be liable to the Contractor for any damage incurred as a result of this. However, the Customer shall always inform the Contractor in advance of any changes in the quantity limit of the Goods and shall endeavour to find a solution together with the Contractor in order to minimise the negative effects of such changes on the Contractor.

3.2.7. The Contractor shall confirm the call-off in writing or by email without undue delay after receiving it, and shall send the changes proposed in the call-off to the Customer. If a call-off is not confirmed by the Customer or if changes are not proposed to the call-off without undue delay and and

in any event within 24 hours of the dispatch of the call-off, the call-off shall be deemed accepted and confirmed by the Contractor in the wording as proposed by the Customer. The call-off confirmation must include the following:

- number of the Customer's call-off being confirmed
- date of the call-off confirmation by the Contractor
- names and identifications of the ordered Goods
- Customer's and Contractor's contact details
- delivered quantity of units of the Goods
- delivery dates of performance of the information call-offs
- place of performance
- price of the individual items and the total delivery price

IV. Identification of the Goods and the Accompanying Documents

4.1. The Contractor undertakes to deliver the Goods along with the accompanying documents specified below in sections 4.2 and 4.3. If any of these documents are found to be missing during the handover of the Goods to the Customer, the Customer is entitled not to accept the entire delivery, with all the costs of replacement and storage due to non-acceptance to be borne by the Contractor. The Contractor shall fulfil their obligation to deliver the Goods to the Customer by duly handing the Goods over including the accompanying documents.

4.2. Delivery note must always form a part of the delivery, including:

- the call-off number
- name and identification of the ordered materials specified in the call-off
- the number of units per delivery
- the number of packing units (or the number of returnable packaging units)
- Contractor's lot / Customer's lot, where so agreed under the contract

4.3. Where this is agreed under the respective PPAP documentation or required under the relevant MS, the delivery must also be accompanied by the quality-related Goods documents.

4.4. A quality tolerance has been agreed for the Goods under each individual call-off, i.e. the difference between the quantity of the Goods indicated in the appeal and the quantity actually delivered must not exceed +- 5%. The Contractor shall be entitled to payment of the price of the Goods actually delivered within the above tolerance.

V. Packaging

5.1. The Contractor is required to provide the Goods with the appropriate packaging and pack them for the purpose of transport, in particular with regard to the nature of the Goods and the selected type of transport. The method of packing the parts, including labels and bar codes, is specified in the relevant drawing or another document which has been mutually approved.

5.2. Packaging costs are included in the price of the Goods.

5.3. Upon handover of the delivery of the Goods to the Customer, the Customer shall check the completeness and integrity of the packaging. If the packaging is found to be incomplete, broken or soiled, the Customer shall be entitled not to take over the entire delivery, and all the costs of substitute transport and storage resulting from the refused takeover shall be borne by the Contractor.

5.4. Returnable packaging shall be acquired by the Contractor at their own expense; both parties shall use it as returnable packaging, and the packaging shall remain the Contractor's property for the entire duration. The Contractor shall always indicate the quantity of returnable packaging units in the delivery note. Both the Contractor and the Customer shall keep provable records on the circulation of the packaging units.

5.5. Other requirements for packaging shall be governed by the applicable MS and packing guidelines.

VI. Place and Time of Delivery

6.1. The Contractor shall perform its undertaking to deliver the Goods by their proper and timely delivery in accordance with this FO and the individual relating call-offs. The Contractor expressly

declares that the Contractor is aware of the fact that the Customer's production and implementation of business contracts depends, to the significant and important extent, on the deliveries performed for the Customer based on this FO and the individual relating call-offs. Therefore the Contractor notes that any delay in performance of the obligation to deliver the Goods in a proper and timely manner shall mean jeopardy, interruption or frustration of the Customer's following contracts or business transactions, and may thus cause a considerable damage to the Customer.

6.2. In the event of a delay in meeting the obligation to deliver the Goods in a due and timely manner in accordance with this FO and the follow-up call-off, the Contractor shall be required to pay the Customer a contractual penalty equivalent to 0.2% of the price of the ordered and non-delivered Goods for each commenced day of delay. The contractual penalty shall be payable against a billing sheet delivered to the Contractor by the Customer within 15 days of the billing date. The Customer may set the contractual penalty off unilaterally against the Contractor's claims, including where the claims are not payable at the time of the set-off. The payment of such a contractual penalty shall be without prejudice of Customer's right to compensation for damages caused to the Customer by such breach of the Contractor's obligations.

6.3. If the Contractor reasonably believes that it will be unable to meet the already confirmed delivery date or quantity of Goods, the Contractor shall be obliged to notify the Customer of this fact without undue delay, and to propose an alternative delivery date or a date for the delivery of any missing quantity of the Goods (backlogs). The Customer is under no obligation to accept an alternative delivery date or delivery date of any backlog. Any and all costs associated with deliveries on alternative dates or deliveries of backlogs, including shipping costs, shall be borne by the Contractor.

6.4. In the case of the Contractor's delay with delivery of the Goods by more than 7 days, the Customer is entitled to withdraw from the relating call-off.

VII. Price and payment method

7.1. The agreed prices indicated in the FO apply throughout the term of this FO and are based on the Contractor's price offer sent to the Customer by email on **TO BE COMPLETED** under offer No. : **TO BE COMPLETED**

7.2. The purchase price for the Goods is payable against a fiscal receipt/invoice to be issued by the Contractor and delivered to the Customer. The Contractor shall have the right to issue the invoice after proper delivery of all Goods as per the Customer's call-off. The invoice must contain, in addition to all the essentials pursuant to Section 28 of Act No. 235/2004 Coll. on VAT, the Customer's reference number, delivery note number and identification of the Goods specified in the order. The invoices shall be paid by wire transfer to the Contractor's bank account. An invoice shall be deemed to have been paid once the relevant amount is debited to the Customer's account.

7.3. The Customer may return an invoice if it contains inaccuracies or if it does not contain the data from the respective FO or does not meet the requirements for a proper fiscal receipt as per the applicable generally binding regulations of the Czech Republic. The payment term of a revised invoice is set at 30 days from the demonstrable delivery thereof to the Customer. A new payment term shall start anew for any revised or newly issued invoice.

7.4. The Customer agrees to receiving fiscal receipts/invoices in electronic form provided that the following conditions are met:

- the fiscal receipts/invoices are sent to office@kse-cz.com in the PDF format, solely in electronic format. The email subject line will begin with the word "Invoice"
- the fiscal receipt/invoice sent by email must not be sent repeatedly or by surface mail in paper form

Invoices that do not meet the above conditions will be automatically returned to the address from which they were received. Such returned invoices shall not be deemed to have been issued in accordance with this FO and therefore the Contractor shall not be entitled to the payment.

VIII. Defect liability, complaints

8.1. The Contractor provides the Customer with a 2-year quality guarantee in respect of the Goods. The term of the guarantee shall commence upon proper delivery of the Goods in accordance with the relevant call-off.

8.2 Unless stipulated otherwise in this FO, the parties' rights and duties under defect liability shall also be governed by the Customer's Supplier Manual available on this link www.kse-cz.com.

8.3. The Customer shall be entitled to choose any of the following claims in the event of liability for defects:

(a) replacement of the defective Goods with new Goods,

(b) removal of any defects by repair of the Goods,

8.4. If defects are found at least in **TO BE COMPLETED** % of the Goods delivered under a single call-off, the Customer may apply a complaint in respect of all Goods supplied under that call-off, i.e. the Customer may demand replacement of all Goods delivered under that call-off or a refund of the purchase price for all Goods delivered under that call-off. At the same time, the Customer may demand that the Contractor check for defects all Goods supplied under the call-off, at the Contractor's expense; the Contractor shall check the Goods within **TO BE COMPLETED** days of receiving the Customer's defect notification (the Contractor shall report the result of the check to the Customer within the above time limit).

8.5. The Customer shall notify the defects electronically by email. The Customer shall choose their claim under defect liability at the time of sending the defect notification; if the Customer requires a check of the Goods pursuant to the preceding paragraph, the Customer shall only choose their defect elimination claim after the Contractor has notified the Customer of the result of the check. If there is any delay in the processing of the complaint, the Customer shall have the right to change their choice of the defect elimination claim.

8.6. If, in connection with a complaint, the Goods need to be removed from the Customer or from any other location designated by the Customer and delivered to the Contractor or to another location, the Contractor shall arrange for the collection of the Goods at their own expense, unless the parties agree that the Customer may send the Goods to the Contractor at the latter's expense.

8.7. The Contractor shall resolve any complaint lodged by the Customer within **TO BE COMPLETED** days of receiving the Customer's defect notification at the latest; complaint resolution denotes satisfaction of the Customer's liability claim in respect of defects in the Goods. The Contractor is therefore required obliged to replace the Goods, eliminate defects in the Goods or refund the purchase price for the Goods within the above time limit. If the Customer has requested a check of the Goods pursuant to section 8.4 of this FO, the time limit for complaint resolution shall only commence upon notification of the inspection result/lapse of the time limit for the check.

8.8. If the Contractor is late in resolving a complaint, they shall pay the Customer a contractual penalty equivalent to 0.2% of the price of the Goods under the call-off covering the claimed Goods for each and every day of delay.

IX. Force majeure

9.1. Force majeure denotes circumstances outside the reasonable control of either party including, without limitation to, voluntary or involuntary submission to any regulations, laws or orders of any governmental or governing bodies, wars, civil disturbances, sabotage, strikes and other labour lockouts, epidemics, disruptions in or unavailability of public services, court orders or decrees, damage to production facilities or materials by fire, earthquake, storm or similar natural disaster. However, where the above circumstances are due to the Contractor's failure to comply with any internal guidelines or laws or could have been avoided through y compliance with such guidelines or laws, such as in the case of financial difficulties on the part of the Contractor, such situations shall not be covered by the notion of force majeure. In addition, notwithstanding the foregoing, the Contractor shall not be relieved of their contractual obligations if their failure to perform could have been prevented through

the development and implementation of proper business continuity plans (BCP9 and contingency plans).

9.2. Either party shall be absolved from their duty to perform hereunder if they are prevented from doing so by an impediment due to a force majeure event, such exemption existing during the existence of such impediment. However, any other duties arising out of and relating to outstanding payment duties and contractual penalties, the guarantee, damage liability and compliance with contractual secrets shall not be subject to such exemption unless otherwise agreed between the parties.

9.3. The party affected by a force majeure event shall give notice of the force majeure event and the related failure to perform to the other party in writing without undue delay, and in any event within three (3) business days of the occurrence of the event, it being understood that the the notice must include an estimate in good faith of the duration of the force majeure event and the impediment in the way of the performance of the contractual duties. Failure to do so will render the party liable for damages that could have been avoided by a timely notice. The other party shall then have the right to withdraw from the contract or the order as soon as the force majeure event is notified in time.

9.4. During the force majeure event, the Customer shall have the right to procure alternative performance from another contractor and claim a price reduction equivalent to the value of the Goods not yet delivered. The Customer is required to notify the Contractor within a reasonable period of time that they have procured alternative performance, or notify the Contractor that they are interested in a later delivery.

9.5. If the force majeure event lasts for more than one (1) month or the Contractor fails to provide relevant guarantees that the impediment will subside within one (1) month, the Customer may withdraw from this contractor or the related call-offs in whole or in part.

9.6. The parties may also agree on other ways of adapting the duties or withdrawing from the contract in connection with a force majeure event.

X. Term and methods of termination

10.1. The term of this FO shall expire on the termination date specified above in this FO or upon reaching the quantity limit of the Goods by deliveries thereof before the termination date specified above.

10.2. If ,prior to the expiration of this FO, either party requires an extension, premature termination or change of the quantity limit the Goods, while the Goods themselves, their price, payment and delivery terms remain the same, such party shall make the appropriate proposal to the other party to review FO. If such review is mutually agreed between the parties, the parties shall simultaneously agree to issue FO reviewed in the aforementioned manner.

10.3. If prior to the expiration of this FO, either party requires any change in mutual rights and obligations or other terms of this FO, such change causing a substantial change in the content and subject matter of this FO, this FO may be terminated prematurely based on agreement of the parties. Significant changes in the content and subject matter of this FO are in particular the changes in price, delivery terms and payment terms.

10.4. Either party is entitled to cancel this Framework Order even without giving any reason. The withdrawal notice must be made in writing, and must be delivered to the other party. The notice period is 6 months, commencing on the first date of the month following delivery of the notice to the other party, and ending upon expiration of the last day of the respective calendar month.

10.5. If the Contractor repeatedly breaches the duty to deliver the Goods in a proper and timely manner under this FO and the relevant call-off and if complaints are repeatedly filed against defects in the Goods delivered under this FO and the relevant call-off, the Customer may withdraw from this FO and any already issued call-off. Withdrawal from this FO shall take effect upon delivery of the letter of withdrawal to the Contractor. The Customer may unilaterally decide that the withdrawal shall be without prejudice to a call-off issued before the effective date of withdrawal from the FO and that the Goods under such call-off shall be delivered by the Contractor—in such a case the delivery of the Goods shall be governed by this FO, even after the withdrawal from the FO has taken effect. The parties shall

not return to each other any mutual performance provided before the effective date of the withdrawal from this FO. Withdrawal from this FO is without prejudice of the Customer's right to damages.

XI. Confidentiality

11.1. The parties note and agree that, as a result of their mutual commercial and production cooperation contemplated by this FO, they will have access to information, confidentiality of which in relation to third parties is in the interest of both parties, and also to information having the character of a trade secret of both parties, being a valuable asset of the parties, whose misuse and unauthorized disclosure to third parties might cause a significant damage to the parties and their business partners.

11.2. For the purpose of this Contract, the term "business secret" is used and interpreted within the meaning of the provisions of Section 504 of Act No. 89/2012 Coll., the Civil Code, as in force in the Czech Republic, which reads as follows: "Business secrets involve competitively significant, identifiable, valuable and in relevant business circles normally unavailable facts related to the enterprise, whose confidentiality is ensured by the owner in his own interest."

11.3. The parties to this Contract undertake to ensure that both during their mutual business and production cooperation and after their end, they shall not directly or indirectly:

- Publish, make available or disclose to any third party any information, in the confidentiality of which in relation to third parties both parties are (or either party is) interested, and shall not publish, make available or disclose to any third party any trade secret of the other party,

- Use any information, in the confidentiality of which in relation to third parties both parties are (or either party) is interested, or any trade secret of both parties or either party for their own personal benefit or advantage, and shall not take part in any manner whatsoever in violation of the trade secret.

11.4. If it is inevitable for performance within the mutual production and business cooperation to disclose to third parties any information, in the confidentiality of which both parties are (or either party is) interested, or information having the character of a trade secret, each of the parties shall be obliged to contractually bind such third parties to protect the trade secret and information, confidentiality of which is in the interest of the parties. Either party shall be fully liable for the violation of any business secret or for any breach of the confidentiality duty with regard to information whose confidentiality is in the interest of the other party, which has been committed by a third party as foreseen under the previous sentence, whom either party has subjected or should have subjected to the duty of confidentiality in relation to such information.

XII. Resolution of disputes and governing law

12.1. Any and all disputes resulting from and relating to this FO shall be conclusively resolved by the competent Czech courts having the requisite local jurisdiction; the court having local jurisdiction to hear the dispute shall always be the general court of the Customer – Kayaku Safety Systems Europe.

12.2. The rights, obligations and legal relationships resulting from or relating to this FO, or on the basis of the relevant follow-up call-offs shall be governed by Czech law, in particular Act No. 89/2012 Coll., the Civil Code, as in force in the Czech Republic.

XIII. Transfer of right of ownership and liability for damage

13.1. The Customer shall acquire the right of ownership once the Goods are delivered to the place of performance in accordance with the INCOTERMS agreed upon.

13.2. The risk of damage to the Goods shall pass to the Customer once the delivered Goods are transmitted at the place of performance.

XIV. Final Provisions

14.1. FO has been executed in two counterparts, each valid as an original copy, of which each party shall receive one.

14.2. FO comes into force and effect on the date of its signing by both parties.

14.3. This FO may only be changed or amended with written amendments signed by both parties.

14.4. The parties to this FO declare that they have read FO before concluding it, they agree with its content, and declare that this Contract has been entered into based on their actual, free and serious will, not under duress or under apparently disadvantageous conditions, IN WITNESS WHEREOF the parties affix their signatures.