

General Delivery Terms and Conditions for Electrical Industry Products and Services
("Green Delivery Terms" – GDT) for use in business relationships with entrepreneurs

I. General Provisions

1. The Contractor is: Wickon Hightech s.r.o., Company Identification No.: CZ268 53 001, with its registered office at Mezi zahradami 470, 250 64 Hovorčovice. The Principal is any entity, which enters into any contractual relationship with the Contractor in the field of delivery or production of goods or delivery of services. These GDT exclusively apply to relationships between the Contractor and the Principal in relation to the Contractor's deliveries and/or services (the "deliveries"). The Principal's general business terms and conditions shall only apply if the Contractor agrees with them in writing. The bilateral affirmative declarations in writing are decisive for the scope of deliveries.

2. The contractor focuses on the image quality and the depth of information in the captured image within the scope of the automatic optical inspection (AOI). Defects that must be detected according to customer specifications can be stably detected from a size of 3x3 pixels, with contrast values from 15 - 20 grey scales.

3. The Contractor unlimitedly reserves its ownership rights, copyright and other rights to pre-calculations of costs, for drawings and for other documentation ("documentation"). The documentation may only be made available to third parties on the basis of the previous Contractor's approval, and if the respective order is not placed with the Contractor, the documentation must be immediately returned upon request. Sentences 1 and 2 analogously apply to the Principal's documentation; however the documentation may be disclosed to third parties, to which the Contractor transferred the deliveries after the Principal had granted its approval.

4. The Principal has the non-exclusive right of use of the standard software and firmware with the agreed performance characteristics in an unchanged form in the agreed devices. The Principal may create a backup copy of the standard software without express agreement.

5. Partial deliveries are allowed if agreed with the Principal upon placing the order or later and if they are acceptable for the Principal.

6. The term "claims for damages" in these GDT also includes the right to compensation of purposefully spent expenses.

II. Prices, Payment Terms and Billing

1. The prices shall always mean fixed prices. The statutory value added tax is not included in the price and shall be added to the price at the legal rate. The packaging, in which the goods are transported and delivered and the costs of delivery and transport from the Contractor's plant are not included in the price either.

2. If the Contractor also ensures installation or assembly of the supplied goods and unless agreed otherwise, the Principal shall bear all the necessary additional costs, in particular the travel and transport costs as well as the lump-sum compensations to the Contractor's personnel who take part in installation or assembly of the supplied goods.

3. The payments must be made free to the Contractor's place of payment.

4. The Principal may charge the Contractor with or use for set off against the Contractor only such receivables that are clear between the parties and that are considered by both parties as undisputable.

5. The payments shall be allocated and payable, unless agreed otherwise in the contract, in the following manner:

- 30% of the price on the date of placing the order with the Contractor;
- 40% on the day following delivery of the goods to the Principal / installation of the goods in the place designated by the Principal;
- 30% on the day following takeover of the goods by the Principal.

6. If the payment terms agreed between the parties in the respective contract are not adhered to, the Principal shall be in default even without any notice received from the Contractor and shall be obliged to pay the Contractor a delay charge at the rate of 0.04% for each started day of the delay.

III. Reservation of Title

1. The subjects of deliveries shall remain the Contractor's property until all receivables are paid and all claims are satisfied that have arisen from the contractual relationship with the Principal. If the value of all security rights (including the supplied goods, to which this reservation of title currently applies) held by the Contractor exceeds by 10% the amount of all claims and receivables thereby secured, the Contractor shall release the corresponding part of the security rights upon the Principal's request. When such release is made, the Contractor will have the right to choose between various security rights or things that secure the respective receivables.

2. During the term of the aforementioned reservation of title the Principal must not burden the subject of security in any manner (for example by pledge) or transfer the thing to any third party. Transfer of the goods subject to reservation of title to a third party is only possible if a contractual relationship between entrepreneurs in their business operations is in question and only under the condition that (i) the Principal receives the payment from a third party (its customer) and the Principal shall pay the debt relating to such goods / thing subject to reservation of title, or (ii) it will be agreed between the parties (the Principal and the third party) that the title shall only be transferred to such third party after it fulfils its payment obligations (reservation of title) and after the Principal pays the Contractor the debt relating to such goods subject to reservation of title at the moment such reservation of title is agreed with the third party.

3. In the case of execution or other intervention or action taken by the authorised persons or state administration authorities or local self-government authorities concerning the things subject to

reservation of title (i.e. the things owned by the Principal), the Principal is obliged to immediately inform the Contractor about such fact. Accordingly, the Principal is obliged to immediately inform the Contractor about the commencement of any execution, exaction or insolvency proceedings against his entity or assets under the condition that at the moment such proceedings are started, it has due payables to the Contractor.

4. In the case of violation of the Principal's obligations, in particular in the case of any delay in payments or violation of obligations concerning reservation of title, the Contractor will be entitled to withdraw from the Contract after lapse of an additionally set out reasonable grace period. The legal provisions concerning the situation when it is not necessary to set out an additional reasonable period for performance of obligations resulting from the obligation relationship, the provisions concerning specification of such period shall remain unaffected. The Contractor also has the right to refer to reservation of title, and on the basis thereof, to claim surrender of the subject of delivery by the Principal.

5. If the situation specified in point III.4 occurs, the Principal will be obliged to render the subject of delivery to the Contractor. Mere application of the reservation of title by the Contractor will not be considered as a withdrawal from the Contract, unless the Contractor expressly declares it.

IV. Delivery Times Delay

1. Keeping the delivery times is conditioned by a timely reception of all documentation, necessary permits and approvals (particularly the plans) by the Principal as well as keeping the agreed payment terms and other undertakings to provide cooperation by the Principal. If the aforementioned preconditions are not fulfilled in a timely manner, then the delivery times of the goods will be adequately extended for the period during which the Principal was in delay; this shall not apply if the Contractor is responsible for the delay.

2. If the failure to keep delivery times is caused by Force Majeure, each party will be entitled to postpone performance of the taken over undertakings and the periods will be extended accordingly. All events that occur unexpectedly and that were not caused by default of any party shall be considered as Force Majeure events. Force Majeure events in particular include natural disasters, fire, lightning strike, explosion, leakage of a poisonous substance or gas, flood, general supply problems, consequences of war, terrorist actions, riots, etc., disputes or strike in workplaces in the respective party's plants or third-party plants as well as interventions by supreme state administration authorities. The aforementioned also apply in cases when the Contractor was not supplied in a timely or proper manner.

3. If the Contractor is in delay due to its own fault (subjective responsibility), the Principal may, if they prove to the Contractor that they suffered damage due to such delay, claim a contractual penalty of 0.5% of the price for each completed week of delay for such part of deliveries that could not be put into effective operation due to the delay; however, up to 5% of the price at maximum.

4. Any Principal's rights to compensation of damage caused by the Contractor's delay and the Principal's rights to receive substitute fulfilment in lieu of delivery of the goods or services by the Contractor that exceeds the contractual penalty limits according to point IV.3 are excluded in any and all cases. This

shall not apply in cases of the Contractor's deliberate action or gross negligence, or if the Contractor's action is hazardous to life or health or can cause harm to health.

5. The Principal may only withdraw from the Contract within the statutory provisions if the Contractor is exclusively liable for the delivery delay (subjective responsibility). Upon the Contractor's request, the Principal is obliged to declare (during an additional reasonable period), if the Principal withdraws from the Contract due to Contractor's delay or if the Principal still insists on delivery of the goods or services.

6. If upon the Principal's request the shipment or delivery of the goods is delayed, even though the goods were ready for dispatch in a timely and proper manner, for more than one (1) month from the Contractor's notice that the goods are ready, the Principal may be charged with a storage fee of 0.5% of the price of the subject of delivery for each started month, however, up to 5% in total of such price. The burden of proof of higher or lower actual costs of storage shall be borne by each party individually.

V. Passing of Risk of Damage

1. The risk of damage shall pass to the Principal (including deliveries, for the transport of which the Contractor is not responsible) as follows:

a) in the case of deliveries, for which no installation or assembly was agreed between the parties, at the moment they are dispatched or handed over to the carrier in the place specified in the Contract; upon the Principal's request and at the Principal's costs, the Contractor shall insure the deliveries against the regular transport risks;

b) in the case of deliveries, for which installation or assembly was agreed between the parties, on the date of takeover of complete installation or assembly in the Principal's own plant or, if agreed between the parties, after defect-free course of test operation.

2. If, for reasons on the Principal's side, sending, delivery, installation/assembly or takeover of delivery in the Principal's own plant is delayed or if the test operation is delayed, the risk of damage shall pass to the Principal.

VI. Installation and Assembly

The following provisions shall apply to installation and assembly unless agreed otherwise in writing between the parties:

1. The Principal is obliged to ensure the following at its own costs in a proper and timely manner:

a) Performance of all surface, constructional and other auxiliary works provided by personnel from other specialised industries including participation of expert and auxiliary staff and use of suitable materials and tools necessary for such performance;

b) Consumption items and materials necessary for assembly and putting the device into operation, such as scaffolding, lifting devices and other devices as well as the necessary fuels and lubricants;

c) Energy and water in the place of their use, including heating and lighting;

d) Near the place of installation, suitable dry and lockable premises of sufficient area to deposit the machinery components, appliances, materials, tools, etc. and adequate working and staying conditions for the assembly personnel, including adequate social amenities. The Principal is also obliged to take such measures to protect the Contractor's property and the assembly personnel in the worksite as the Principal would take if its own property or employees were in question;

e) Sufficiently reliable protective clothes for the assembly personnel and sufficient safety precautions necessary in the place of installation under the respective circumstances.

2. Before starting the assembly works, the Principal is obliged to provide the Contractor without request the information about the position of hidden distribution lines of electric power, gas and water or similar facilities as well as other information necessary to maintain safety of the assembly works and to prevent any damage, including damage to health.

3. Before starting the installation or assembly, the delivery and the things necessary for start of the works must be located in the place of installation or assembly and the progress of all preparatory works must be in a stage allowing installation or assembly according to the agreement between the parties without any interruption or delay. The access roads and the place of installation or assembly as well as the site itself must be sufficiently cleaned up and adapted to trouble-free access by means of transport and for commencement of the works.

4. If there is a delay in installation, assembly or subsequent commissioning due to circumstances for which the Contractor is not responsible, the Principal is obliged to bear to a reasonable extent the costs of idle time and additional inevitable expenses of the Contractor or the assembly personnel.

5. The Principal is obliged to confirm to the Contractor without undue delay the working hours of the assembly personnel and to do so once (1x) a week, as well as to let the Principal know the dates of completing the installation, assembly or commissioning.

6. If after completing the installation or assembly the Contractor requires the takeover of such completed delivery, the Principal will be obliged to perform such takeover within two (2) weeks. If not, the takeover will be considered as performed upon the expiration of the said period. The takeover will be considered as completed when the subject of delivery was taken over by the Principal for use (in the case of the agreed trial operation, after trouble-free execution).

VII. Takeover

The Principal must not refuse to take over the delivery due to drawbacks that only have a minor effect on the delivery character or quality.

VIII. Material Defects and Guarantee

The Contractor is responsible for material defects as follows:

1. All goods or services showing a material defect, if the cause of the defect already existed at the moment of passing the risk of damage, must be repaired free of any charge or substitute delivery/fulfilment must be provided by the Contractor at its own discretion.
2. The right to additional fulfilment, if a partial delivery is made under these general business terms and conditions, will be statutory barred according to the applicable legal provisions.
3. The rights resulting from the Contractor's liability for defects must be claimed by the Principal from the Contractor in writing without undue delay.
4. If any rights are claimed resulting from liability for defects, the Principal is entitled to retain payments to the extent proportional to the identified defects of delivery. However the Principal is only entitled to retain the payments if the liability claim has been filed for such defects, justification of which cannot be doubted by any party. The Principal's right to retain payment is not established, however, if its claims resulting from liability for damage are statutory barred. If the damage liability claim has been filed by the Principal unjustly, the Contractor will be entitled to claim compensation of the necessary expenses that the Contractor incurred due to such claim.
5. If only partial fulfilment is provided by the Contractor within a partial delivery allowed in accordance with these terms, the Contractor must be provided with an opportunity for additional fulfilment within the subsequently specified reasonable period.
6. If the additional fulfilment is not provided within such subsequently specified reasonable period, the Principal will have the right (regardless of the right to damages, if any, pursuant to point VIII.10) to withdraw from the Contract or to proportionally reduce the agreed payment for delivery to the extent to which the Contractor failed to provide the fulfilment.
7. If an insignificant deviation from the agreed delivery quality is in question and if the usability of the delivery is only limited to an insignificant extent due to such deviation, the deviation will not be considered as a defect and shall be considered as a proper fulfilment. The same applies to natural wear and tear of the subjects of delivery or to damage caused after passage of risk of damage due to erroneous or negligent treatment of the subject of delivery, excessive load, improper operating conditions, insufficient constructional works, unsuitable construction foundations or on the basis of other special external effects not presumed by the Contract, as well as in the case of software errors that could not have been prevented. If the Principal or any third parties make any improper changes in or repairs of the delivery, the Principal will not be entitled to file any claims for liability for defects caused by such changes.
8. The Principal's rights to compensation of the necessary expenses for the purpose of additional fulfilment, particularly transport, travel, wage or material expenses are excluded, if such expenses result from location of the subject of delivery in a place different from the Principal's own plant.
9. The Principal's sanction claims against the Contractor will only be established if the Principal did not enter into any agreement with its customer beyond the statutory claims resulting from defects. Clause 8 of this Article shall apply accordingly to the extent of sanction claims against the Contractor.
10. The Principal's defect liability claims for material defects of delivery are excluded and the Principal hereby waives such claims in accordance with Section 386 of the Commercial Code. This shall not apply

in the case of intentional concealment of a defect by the Contractor, non-adherence to the quality guarantee or if the defect causes any harm to health or life or if it endangers life, health or freedom. The same applies to intentional or grossly negligent violation of obligations by the Contractor. Change in the burden of proof to the detriment of the Principal does not relate to the aforementioned. Additional or other Principal's claims resulting from material defect liability are excluded, except for those specified in this point.

11. The specified resolution and rates (clock times, shift, etc.) may deviate by $\pm 10\%$ in the final setup.

12. In the case of integration into the existing Principal's systems, the Contractor's defect liability is limited to SW and HW supplied by the Contractor itself. The Contractor is also not liable for defects if the guarantee according to the following clauses 13 and 14 ceases to exist.

13. The guarantee is provided if expressly agreed in the respective individual Contract with the customer. If a guarantee was agreed, it will terminate once the Contractor's goods (in any form) are moved to a worksite different from the Principal's worksite, to which the goods were delivered or for which the goods were intended, without notifying the Contractor of the move and without the Contractor's approval. If the worksite to which the goods were supplied is not specified, the Principal's plant where the Principal's registered office is usually located will be considered as such worksite, or a worksite where the goods started to be used for the first time.

14. If a guarantee was agreed, such guarantee shall also terminate if any intervention in the goods (or in the system being a part of the goods) is made without approval of such change or intervention by the Contractor. The guarantee shall also cease to exist if spare parts were used for repair of the goods (or a system forming a part of the goods), which had not been approved by the Contractor

IX. Industrial Rights and Copyrights. Legal Defects.

1. Unless agreed otherwise, the Contractor is obliged to make delivery unburdened with any industrial rights and copyrights of third parties ("proprietary rights") only relating to the country of delivery. If any third party files justified claims against the Principal due to violation of proprietary rights by deliveries made by the Contractor and used in accordance with the Contract, the Contractor will be liable to the Principal within the terms specified in point VIII.2 in the following manner:

a) The Contractor acquires at its own discretion and costs the right of use for the respective deliveries or changes or exchanges them so that no proprietary rights will be violated. If it is impossible for the Contractor to do the aforementioned under reasonable conditions, the Principal cannot claim its statutory rights for withdrawal or a purchase price discount.

b) The Contractor's obligation to compensate damage is governed by Article XI.

c) The aforementioned Contractor's obligations shall only be established if the Principal notifies the Contractor of the claims filed by third parties without undue delay and in writing, does not acknowledge such violation of rights to the party claiming them and the Contractor will have reserved and available for application all measures to revert the aforementioned and to hold conciliation negotiations. If the Principal suspends using the delivery to reduce damage or for other important

reasons, the Principal will be obliged to notify the third party of the fact that suspension of use does not mean acknowledgement of violation of proprietary rights.

2. The Principal's rights are excluded if the Principal is liable for violation of the proprietary rights.

3. The Principal's rights are also excluded if violation of the proprietary rights was caused due to the Principal's special wishes, due to use not contemplated by the Contractor or because the Principal modified the delivery or the delivery is used together with the products, things or components of such things not supplied by the Contractor.

4. In the case of violation of the proprietary rights, the provisions of Article VIII, points 4, 5 and 9 shall apply accordingly to the Principal's rights regulated in point 1a).

5. In the case of other legal defects, the provisions of Article VIII shall apply accordingly.

6. Any other Principal's rights or any rights towards the Contractor or the Contractor's subcontractors, employees or other persons employed in performing the deliveries due to legal defects different from those regulated by this Article IX are excluded.

X. Impossibility to Perform. Contract Change.

1. If completion of the delivery is impossible, the Principal is entitled to claim damages from the Contractor, unless the Contractor is not liable for impossibility to perform the delivery. The Principal's right to damages is limited, however, and the amount claimed as damages must not exceed 10% of the value of the part of delivery, which cannot be put into effective operation for the aforementioned reasons. The said limitation does not apply in the case of the Contractor's liability for intentional damage or gross negligence or if life or health is endangered or health is harmed due to failure to make the delivery. The Principal's right to withdraw from the Contract is not affected thereby.

2. If any unpredictable events having the character of Force Majeure within the meaning of point IV.2 substantially change the meaning or content of the delivery or if they have a significant impact on the Contractor's operation, the Contract shall be modified appropriately in good faith by both parties. If such modification cannot be accepted due to economic reasons on the Contractor's side, the Contractor shall be entitled to withdraw from the Contract. If the Contractor wants to make use of its right to withdraw from the Contract, this intention must be notified to the Principal without undue delay after the Contractor becomes familiar with the economic extent of the event. This shall also apply if any additional reasonable extension of the delivery term was agreed beforehand with the Principal.

XI. Other Rights to Damages. Statutory Bar.

1. Any Principal's rights to damages incurred particularly due to violation of the obligations resulting from the obligatory relationship and due to unpermitted conduct by the Contractor are excluded and the Principal hereby waives such rights according to Section 386 of the Commercial Code.

2. Point XI.1 does not apply if the Contractor is liable according to special legal regulations, for example according to the act on liability for damage caused by product defect, etc., and furthermore in cases of intentional acting or gross negligence of the Contractor or if life or health is endangered or health is harmed due to violation of the Contractor's substantial contractual obligations. However the right to compensation of damage resulting from violation of substantial contractual obligations is limited to compensation of damage that could be objectively foreseen, but in any case up to the value of the contract relating to the violated obligation, unless an intention or gross violation is in question or if life or health is endangered or health is harmed. Change in the burden of proof to the detriment of the Principal is here excluded.

3. If the Principal has the right to compensation of damage, such right shall be statutory barred within the statutory period. The same applies to the Principal's claims in relation to measures necessary to prevent damage (for example the measure taken to prevent personal and material damage due to product defects). In the case of rights to damages pursuant to the act on liability for damage caused by product defect, the statutory bar is governed by the applicable legal regulations.

XII. Jurisdiction and Governing Law

1. The Contractor's registered office is decisive in determining the court with subject-matter and local jurisdiction for any and all disputes that directly or indirectly result from the contractual relationship between the Contractor and the Principal. The Contractor is also entitled to file an action in the jurisdiction of the Principal's registered office.

2. For legal relationships based on the legal relationship between the Contractor and the Principal, the Czech substantive law excluding the UN Convention on Contracts for the International Sale of Goods (CISG) shall apply.

XIII. Binding Character of the Contract

If the individual provisions of the Contract become invalid, ineffective or unenforceable, the validity, enforceability and effectiveness of the remaining defect-free provisions of the Contract will not be affected thereby. Any Contract defect that would arise in the aforementioned manner shall be thereafter eliminated by interpretation of the Contract taking into account the interests of the parties. Such invalid, unenforceable, ineffective or illegal provision shall be replaced by a valid, enforceable, effective and legal provision of the same or at least similar legal meaning. However the aforementioned shall not apply if adhering to the Contract could not be justly required from either party due to the undue strictness of the Contract.