

# GENERAL TERMS AND CONDITIONS OF PURCHASE of Bizlink Technology (Slovakia) s.r.o.

1. Field of application
    - 1.1 For all contractual declarations, supplies and services rendered to Bizlink Technology (Slovakia) s.r.o., having its registered office at Bečkov nr.724, Production site Trenčianske Bohuslavice, 916 38 Bečkov, Slovakia Identification No. 50 060 236, registered with the Commercial Register kept by the District Court Trenčín, Section Sro, File No. 32320/R (hereinafter BizLink), as well as for future business with suppliers unless otherwise expressly agreed, only these General Terms and Conditions of Purchase are valid.
    - 1.2 If the applicable law makes a distinction between entrepreneurs and merchants on the one hand and consumers on the other hand, these Terms and Conditions are not valid for customers.
    - 1.3 General Terms and Conditions of a supplier will not be applied unless BizLink has accepted their validity in writing.
  2. Conclusion of contract
    - 2.1 Contracts of purchase, amendments and/or any supplements must be made in writing. All offers from suppliers have to correspond to BizLink's inquiry or must include an explicit indication of the deviation. They are free of charge for BizLink.
    - 2.2 BizLink is bound to an order for one week. Calls of deliveries are binding unless the supplier has objected at the latest within one week after receipt of calls.
    - 2.3 BizLink can demand changes with regard to object, amount and type of the goods before the goods are delivered if this is not unreasonable for the supplier. If the changes have an impact on costs or dates the parties will enter into an adequate arrangement. Calls of deliveries can be made by remote data transmission any time.
  3. Prices and payment conditions
    - 3.1 The prices quoted in the order are binding and are to be understood plus VAT. All additional services of the supplier are included, especially packaging and delivery free to the BizLink's place of business or place of delivery agreed upon, unless otherwise agreed in writing.
    - 3.2 Invoices will be paid by BizLink after the date of delivery, delivery of goods and receipt of invoice, within 90 days net, 40 days with a discount of 2% and within 21 days with a discount of 3%.
    - 3.3 The supplier is only allowed to set off a claim or to hold back goods if his counterclaim is uncontested or has been recognized by declaratory judgement. The supplier's right of retention is restricted to claims resulting from the respective specific contract. Assignment or collection of a claim against BizLink by third parties is excluded, unless these come from deliveries with an extended reservation of title.
  4. Deliveries, delivery times and passing of risk
    - 4.1 Deliveries and services are to be effected in own person or from own production at the place of business of BizLink. Without BizLink's agreement partial deliveries or partial services as well as the use of subcontractors are not permitted.
    - 4.2 Prior to each delivery the supplier will send an advice of dispatch in a single copy as an announcement of delivery to the other address.
    - 4.3 The time of delivery stated in the orders is calculated from the day of order and is binding. It is observed with the arrival of the goods at BizLink or at the place of delivery stated by BizLink, or in the case of work delivery on the day of approval. Should the circumstances endangering this date lie within the supplier's responsibility, the supplier will compensate BizLink for additional expenditures and/or damage caused by the delay by the means of payment of the contractual penalty to BizLink on a flat rate basis of 25% of the contract sum, unless BizLink proves higher expenditures or damages. Further statutory claims remain unaffected.
    - 4.4 BizLink can give the supplier a 14 days period of grace, if the supplier cannot provide delivery and services within the time of delivery. After the period has expired without success BizLink is entitled to (i) claim contractual penalty amounting to 0.2% of the total contract amount per day, but will not exceed 20% of the total contract amount or (ii) to withdraw from the contract by written statement and to claim contractual penalty amounting to 20% of the total contract amount. In the case of services calculated according to costs, the contractual penalty will be 20% of the service not yet rendered, unless BizLink proves higher damage.
    - 4.5 The rights to deliveries and services are exclusively due to BizLink.
    - 4.6 The risk passes to BizLink independent of the mode of dispatch with delivery of the goods at its place of business or agreed place of delivery, unless transport is carried out by BizLink.
  5. Reservation of title
    - 5.1 If BizLink provides goods to the supplier, BizLink retains title to these goods. The goods are to be used exclusively for BizLink's order. Manufacturing or transformation by the supplier will be carried out for BizLink. In the case of manufacturing or utilisation BizLink will acquire a co-owner's share in the new goods in proportion of the value of the provided goods and the manufactured goods at the time of manufacturing. The supplier stores the co-ownership free of charge for BizLink.
    - 5.2 In the case of the supplier's delay in payment or violation of obligations from the reservation of title BizLink is entitled to reclaim the goods provided and - after written announcement with an adequate period of time - to utilize them in Alliance  
the best possible way by setting them off against the contractual counter performance. Immediately after takeover of the goods the supplier can require in writing to have their estimated price determined by an officially appointed and sworn expert at his expense. In this case the set-off will correspond to the estimated price. The costs for takeover and utilization are borne by the supplier and will amount to 10% of the revenue of the utilized product plus VAT, unless BizLink proves higher or the supplier lower damage costs.
  - 5.3 As long as the reservation of title is in force and without BizLink's prior written consent the goods provided must not be sold, pledged, assigned by way of security, let on hire, left or changed in any other way by the supplier which could impair BizLink's security interest. If any third party seizes the goods, especially asserts a contractor's lien, the supplier has to inform this party of the reservation of title and to notify BizLink immediately. The costs for the lifting of the seizure and for a possible replacement are borne by the supplier.
6. Confidentiality
    - 6.1 The supplier is obligated to treat all details he gets to know due to the business relationship that are of commercial and technical nature and are not common knowledge as business secrets. Documents, information, samples, patterns, drawings, models, tools and other means of production provided by BizLink to the supplier will remain BizLink's property. If they are marked as "confidential" or if they are recognizable as business or company secrets for any other reason, the supplier has to treat them as confidential beyond the end of the contract and is not permitted without BizLink's consent to record, utilize or pass them on to any third party, unless this is necessary to attain the purpose of the contract. This also applies to work via modem and products which are manufactured according to these documents. The supplier has to transfer the corresponding obligations also to his employees, agents and subcontractors. All documents have to be returned at the supplier's risk and cost at the end of the contract. A right of retention is excluded.
    - 6.2 Models, molds, templates, samples, tools and other means of production, as well as confidential information BizLink CAS provides the supplier with or pays completely may only be used for deliveries to the third parties with BizLink's prior written consent.
  7. Quality and documentation
    - 7.1 All goods supplied to BizLink have to comply with the acknowledged standards of engineering, the safety regulations and the agreed technical data. Changes of the goods to be supplied require BizLink's prior written consent. The supplier has to permanently control the quality of the goods delivered. The contracting parties will inform each other of the possibilities of quality improvement.
  - 7.2 Should the kind and extent of testing, as well as instruments and testing methods, not have been agreed between, the supplier and BizLink, BizLink shall, upon the supplier's request, agree to discuss the testing with the supplier within the scope of his knowhow, experiences and possibilities in order to find out the required state of testing techniques for each case being considered. In addition, BizLink shall inform the supplier upon request about the applicable safety regulations.
  - 7.3 With regard to vehicle parts especially marked in the technical documentation or by separate agreement, for instance with "D", the supplier has to keep special records as to when, in what manner and by whom the goods supplied have been tested with regard to the characteristics required to be recorded and which results were achieved by the quality tests required. The test records have to be kept for ten years and have to be presented to BizLink if required. The supplier has to obligate any sub-supplier to the same extent if legally possible.
  - 7.4 As far as authorities responsible for vehicle safety, emissions standards and the like, demand inspection of the manufacturing process and disclosure of the test records of BizLink in order to recheck certain requirements, the supplier shall, upon request of BizLink, concede to such authorities the same rights as these have with BizLink and provide them with any support that can reasonably be expected.
8. Industrial property rights
    - 8.1 The supplier is liable for claims which in the case of stipulated use of the goods supplied result from the infringement of industrial property rights and patent right registrations of which at least one out of the family of industrial property rights has been published either in the supplier's homeland, by the European Patent Office or in one of the countries Federal Republic of Germany, France, Great Britain, Austria or the United States of America.
    - 8.2 The supplier exempts BizLink and his customers from all claims resulting from the use of such industrial property rights.
    - 8.3 This is not applicable if the supplier has produced the goods supplied according to drawings, models or other description- and details placed at his disposal by BizLink and does not know or in connection with the goods developed by within him does not have to know that by doing so he infringed industrial property rights.
    - 8.4 The contractual parties commit themselves to inform each other immediately of infringement risks that become known and alleged cases of infringement and to fight such claims by common consent.
    - 8.5 If requested by BizLink the supplier will inform about the use of published and unpublished own and licensed industrial property rights and patent applications related to the delivery item in writing.
  9. Liability for defects
    - 9.1 BizLink is obligated to check the goods/services for obvious deviations with regard to quality and quantity within an appropriate period. The notification of defects is in time, if it reaches the supplier within 10 working days from the dispatch of the goods/services. The aforementioned duties of BizLink regarding non obvious deviations are excluded if the inspection of incoming goods has been replaced by a quality assurance agreement and BizLink has additionally compared the goods/services with the delivery note and checked them for transport damages.
    - 9.2 The supplier guarantees that according to his knowledge his product/services are free from any third party rights and that their use in conformity with the contract by BizLink does not encroach upon any other party's property rights. Excluded thereof are goods and documents provided by BizLink.
    - 9.3 The supplier provides BizLink with a 3-year guarantee for quality and functioning of his product/services. As far as goods and services of the supplier are to be used in automobiles, the supplier's guarantee shall be for 48 months from the day of the first registration of the vehicle, respectively from the day the spare parts were installed. If defects are found before the start of production (processing or installation) the supplier has a chance to remove the defect if this is not unreasonable for BizLink. If the supplier cannot remove the defect or is not able to do so immediately BizLink is entitled to terminate the contract without further notice and to return the goods at the supplier's risk. In urgent cases and in coordination with the supplier BizLink has the right to remove the defect itself or have it removed by a third party at the supplier's expense. The right to claim for damages remains unaffected. Should goods from more than three deliveries within one year be defective, BizLink is entitled to withdraw from further contracts that have not yet been performed and to claim damages for non-performance. The assertion of further claims remains unaffected.
    - 9.4 The supplier supports BizLink free of charge in the defense against any claim from product and producer's liability and exempts BizLink from these as well as from all costs of defense against such claims.
    - 9.5 Claims for damage by the supplier are excluded, except that BizLink is liable for damages resulting from injuries of someone's life, body or health or for any other damage caused by grossly negligent or intentional failure of duties of BizLink, if legal representatives or servants and which are typical of the contract and predictable of caused by malicious behavior. However, BizLink is liable if damages occurred are fully covered by an insurance BizLink has taken out.
    - 9.6 The supplier is liable for measures taken by BizLink to avert imminent damages (e.g. recall action) according to the quota of causation.
  10. Bizlink Code of Conduct  
The supplier is obligated to respect the Code of Conduct (CoC) latest version established by Responsible Business (RBA) The supplier has access to the CoC via website: <http://www.responsiblebusiness.org/code-of-conduct/> or may request a copy of CoC from Bizlink any time. Any serious infringement or recurrent infringement of the Code of Conduct latest version by the supplier establishes the right of Bizlink to termination without cause and notice for individual as frame contracts with the supplier.
11. Contract duration and termination
    - 11.1 Permanent contracts are effective from the date of signature and are valid for one year unless otherwise agreed. Such contracts will continue for another year without a separate declaration, if none of the contracting parties notifies the other party in writing three months prior to the expiry of the contract. Also in these cases BizLink has the right to terminate the contract with three month's notice without stating any reason.
    - 11.2 The immediate termination of the contract for good cause stipulated herein or by applicable law remains unaffected. The announcement of insolvency proceedings on the supplier's assets or a delay in the supplier's payments of more than one month is, among others, considered as good cause to withdraw from the contract by BizLink.
  12. Place of performance, jurisdiction and choice of law
    - 12.1 Only the law of the Slovak Republic is applicable. Application of the UN Convention on the International Sale of Goods (CISG) is excluded, even if the supplier's registered office is abroad.
    - 12.2 Place of performance, also for liabilities in bills of exchange, is the registered office of BizLink. Exclusive place of jurisdiction is the registered office of BizLink. However, BizLink is entitled to assert a claim against the supplier at the supplier's registered office. Other agreements can be made for deliveries.
  13. Miscellaneous
    - 13.1 The transfer of the supplier's rights and duties resulting from the contract with BizLink requires BizLink's written approval in order to be valid.
    - 13.2 Should the supplier stop payments or should insolvency proceedings on his assets or extra-judicial conciliation proceedings be instituted, BizLink is entitled to cancel the part of the contract that has not yet been fulfilled.
    - 13.3 Should any contractual provision be or become nil and void for any reason whatsoever this shall not affect the remaining provisions of the contract.
    - 13.4 These General Terms and Conditions are made in English and Slovak languages. In case of discrepancies between these two versions, the English version shall prevail.

