

Business Terms and Conditions of Ray Service, a.s. for Deliveries of Goods and Services to Customers

Article I.

Initial Provisions and Applicability

1. The company Ray Service, a.s., having its registered office at Huštinovská 2022, 686 03 Staré Město, company identification number 277 56 203, registered with the Commercial Register maintained by the Regional Court in Brno, section B, insert 5165 ('Ray Service'), issues these Business Terms and Conditions (the 'BTC') to apply for all mutual contractual relationships between Ray Service as the supplier of goods and services and the customer.
2. Any derogating terms and conditions or provisions, in particular the general business terms and conditions of the customer, do not apply to the relationship between Ray Service and the customer; this is also the case if Ray Service had knowledge thereof. It is not necessary for Ray Service to express its disagreement with the business terms and conditions of the customer. Any deliveries of goods and services by Ray Service may not be interpreted as an implied consent to such derogating business terms.
3. These BTC apply to all future contractual relationships between Ray Service and the customer where Ray Service is obliged to deliver goods or provide services to the customer, and it is not necessary to repeatedly refer to these BTC in the individual cases.

Article II.

Purchase Order and Conclusion of a Contract

1. A contract is made based on a purchase order made by the customer and its subsequent acceptance by Ray Service.
2. For a purchase order to be accepted, it must be confirmed by Ray Service in writing. A non-confirmed purchase order is not binding for Ray Service. Inactivity on the part of Ray Service does not establish or cause the acceptance or confirmation of the purchase order.
3. The contract between Ray Service and the customer is made upon the customer receiving the written confirmation of the purchase order by Ray Service.
4. Unless agreed otherwise, if Ray Service makes an offer to the customer, such offer is valid for 30 days and solely for the respective ensuing purchase order of the customer. For purchase orders made after the expiry of this period and any other purchase orders, it is necessary that Ray Service makes a new updated offer corresponding to its current capacities. Any offer made by Ray Service may be revoked regardless of its validity period. By making an offer, no obligation arises on the part of Ray Service.

Article III.

Form and Content of the Contract

1. Customers can enter into a contract with Ray Service solely in writing (a letter, an email). Under these BTC, the written form also includes electronic communication made in a demonstrably chronological order and in such a way as to prevent an unauthorised interference.
2. Customer's purchase orders must include at least the following information:
 - a) Identification of the customer – business name or first name and surname, registered office or place of business, identification number, VAT number;
 - b) Specification of the required goods – type, workmanship, catalogue specification, quantity;
 - c) Required date of delivery;

- d) Mode of delivery;
- e) Place of delivery;
- f) Identification of a person authorised to act on behalf of the customer regarding the purchase order and the subsequent contract, including the contact details of such person.

3. The specification of the required goods included in the purchase order is binding and decisive. The acceptance and confirmation of the order as well as the contract are made based on such specification. '=+
4. Any special requirements the customer may have including but not limited to packaging, mode of delivery, quality, certificates or technical specification must be expressly stated in the purchase order.
5. Ray Service may also confirm the purchase order of the customer with an amendment or derogation not substantially changing the conditions included in the original purchase order; this also includes a potential change of the delivery date or period. Unless rejected by the customer within 3 working days after receiving the amended confirmation, a contract under Article II(1) is made containing the terms and conditions under the amended or derogating purchase order confirmation.
6. If Ray Service is not able to accept the terms and conditions of the customer, and therefore not able to accept the purchase order, be it fully or partially, Ray Service is entitled, at its sole discretion, not to confirm the purchase order.
7. After a contract has been made, it may be amended solely in writing and if executed by both parties.

Article IV.

Terms of Delivery

1. The term of delivery is CPT under the INCOTERMS 2020 rules.
2. The customer must inspect the consignment immediately upon takeover. The customer must in particular check that the delivered goods correspond to the purchase order with respect to their quantity, type and quality.
3. The customer must inspect and check the delivered goods upon takeover, and notify the freight forwarder and Ray Service of any obvious damage to the packaging or loss of goods and make the respective claims with them. In such cases, it is necessary to immediately write down a 'Damage/Loss Report' specifying the scope of damage or loss of the content of the consignment. Any further handling of the consignment must be made following the instructions by Ray Service. The Damage/Loss Report does not represent the assertion of a claim.
4. If the damage or the loss of the content of the consignment is not evident upon its handover and takeover by customer, the customer must notify Ray Service of the damage without undue delay after gaining knowledge of the damage, however, no later than 3 working days after the consignment has been delivered.

Article V.

Delivery Dates and Periods

1. The delivery dates are confirmed by Ray Service for the specific agreed calendar week. If the delivery is agreed as a period of time, such period starts upon the execution of the respective contract unless agreed otherwise.
2. Delivery Dates and Periods under Paragraph 1 are for guidance purposes only and are non-binding. The failure to comply with them does not represent a breach of contract and does not establish any liability on the part of Ray Service.

3. Delivery dates and periods are based on the current information received from Ray Service's suppliers and may be subject to change. Deliveries of Ray Service are directly dependant on the timely performance of its suppliers and, therefore, Ray Service reserves the right to change the proposed delivery dates or period without any liability being established on the part of Ray Service.
4. Unless stipulated otherwise, Ray Service may perform its obligations even prior to the agreed deadline.
5. Any request of the customer regarding the derogation from the contractual delivery schedule (even if such schedule is for guidance purposes only), regardless of the application priority of the application document by which the customer makes such requirement, must be confirmed in writing by Ray Service to be valid. Such confirmation is at the sole discretion of Ray Service. If not confirmed by Ray Service, such derogation shall not apply.
6. If the customer fails to take over the goods within the agreed period or within an additional period of 14 days, Ray Service may charge the customer a storage charge of EUR 100 for every commenced day of default, beginning on the 15th day after the agreed date for the takeover of the goods until the date of the actual takeover including such day. The customer must pay the storage charge based on an invoice issued by Ray Service. Alternatively, Ray Service reserves the right to sell the goods which the customer failed to duly take over even after expiration of the above additional period to third parties.

**Article VI.
Delivered Quantity**

1. Unless agreed otherwise, Ray Service may provide partial performance of the contractual obligations.
2. Regarding the modes and methods of stipulating and verifying the delivered quantities, the goods can be divided into the following categories:
 - a) The quantity of goods (products) is stated in pieces (sets) and the exact number can be ascertained by counting (e.g. the number of cable harnesses, moulded parts, connectors etc.)
 - b) The quantity of goods is stated in pieces and can be ascertained exactly by counting but the counting is very time-consuming. Indirect weight-based methods are used for counting (e.g. the number of solder and crimp splices packed in a packaging containing more than 100 pieces, number of individually sold connector contacts, number of hoses delivered in cut-to-size lengths etc.).
 - c) The quantity of goods is stated in units of length and can be ascertained by measurement solely to a certain degree of accuracy depending on the measuring device and method used (e.g. quantity of insulation tubes, conductors and cables).
3. With reference to the above categories, a delivery of goods is deemed to be complete if Ray Service delivered:
 - a) 100% or more than 100% of the agreed quantity of goods in the a) category;
 - b) 98% or more than 98% of the agreed quantity of goods in the b) and c) categories;
 - c) If the delivery also includes cut parts (e.g. cut-to size hoses and conductors) and unless otherwise stipulated in the contract, the length of the individual pieces must meet the following tolerances:
 - a. +/- 1 mm for lengths up to 20 mm,
 - b. +/- 2 mm for lengths from 20 to 100 mm,
 - c. +/- 3 % of the required length for lengths exceeding 100 mm.

**Article VII.
Quality of Goods**

1. Ray Service has established a certified quality management system according to AS 9100. Under the system, Ray Service's quality management ensures that the goods sold correspond to the agreed specifications, or data sheets, catalogue data and other applicable standards and regulations.
2. Upon the request of the customer, Ray Service can issue a 'Quality Certificate', under EN 10204, 2.1.
3. If the customer makes a request to be presented with a First Article Inspection Report ('FAIR') in the purchase order, the customer must give their opinion regarding FAIR no later than within 10 working days after its receipt. If the customer does not make any statement, FAIR is deemed to have been approved by the customer and Ray Service may start the production of the whole quantity of the respective type of goods according to the customer's purchase order.

**Article VIII.
Price**

1. If the customer does not state any price in the purchase order, Ray Service is expected to stipulate the price in the following manner:
 - a) The price corresponds to the last valid offer given to the customer. If such offer is no longer valid, the price will be stipulated in a new offer taking into account the specifications contained in the customer's purchase order.
 - b) If no such offer has been made, the applicable price is the price stated in the price list according to the quantity of ordered items. If a Master Agreement exists between the customer and Ray Service, the conditions for the provision of discounts contained therein shall also apply.
2. The price for the goods is always and everywhere stated excluding VAT and unless otherwise stipulated in the individual case, the price also includes the costs for the packaging and transport to the place of destination.

**Article IX.
Terms of Payment**

1. The customer must pay the agreed price for the goods in a due and timely manner.
2. The basis for the payment of the purchase prices is the respective invoice issued by Ray Service. Unless another contact address or mode of sending the invoices is agreed, invoices are sent electronically to the email address stated by the customer or by mail to the customer's registered office or place of business.
3. Unless agreed otherwise, invoices are due within 14 days after their invoice date. The respective payment sent to Ray Service's account must be designated with the respective variable symbol which is the number of the issued invoice.
4. When providing partial performance, Ray Service may charge the proportional part of the price including VAT.
5. If the customer defaults on the payment of the agreed purchase price for the goods, Ray Service may demand the payment of a contractual penalty amounting to 0.05% of the outstanding amount for every commenced day starting as of the due date until the invoiced amount has been credited to the account of Ray Service.
6. The above provision is without prejudice to any claims for compensation, late payment interest or a flat-rate compensation of costs associated with the assertion of the claim.

7. If Ray Service has a due claim towards the customer, Ray Service may suspend further deliveries until such claim has been paid in full. Delays in performance under these provisions do not establish any default or liability on the part of Ray Service.
8. The parties may agree on down payments. In such cases, the down payment is made based on a pro forma invoice. If down payment has been agreed, the goods may be delivered only after the down payment has been received.

**Article X.
Transfer of Ownership and Passing of Risk**

1. The right of ownership is transferred to the customer upon the full payment of the purchase price for the respective goods.
2. Risks pass to the customer according to the agreed delivery terms under INCOTERMS 2020.

**Article XI.
Force Majeure**

1. For the purposes of this document, the events and circumstances having the nature of force majeure include but are not limited to the following: natural disasters (i.e. earthquake, fires, floods or extreme weather conditions etc.), war, armed conflicts, civil unrest, mobilisation, strike of Ray Service's employees, epidemics, default on the part of a sub-supplier, unavailable materials or components needed for the delivery of the goods, blockade or general strike or other official or governmental measures.
2. If the performance on the part of Ray Service is prevented by an event or circumstance having the nature of force majeure, any potential failure to deliver the goods or a delay with the delivery do not constitute a breach of obligations on the Ray Service's part.
3. If events or circumstances having the nature of force majeure occur which prevent Ray Service from delivering the goods in a due and timely manner, the stipulated delivery period shall be extended for the duration of the respective force majeure events or circumstances.
4. Ray Service must notify the customer of events or circumstances having the nature of force majeure without undue delay after gaining knowledge of them.
5. If the events or circumstances having the nature of force majeure last for more than 1 month, Ray Service may unilaterally withdraw from the contract with immediate effect and without any liability being established on its part.

**Article XII.
Liability for Defective Goods; Making Complaints**

1. If the goods have evident defects which the customer established or could have established directly upon the takeover of the goods, or in the case of hidden defects, the customer must follow the procedure for making complaints set out in Article XII. If the customer fails to follow the provisions under this Article XII. when making its complaint, Ray Service may reject such complaint.
2. The customer must make its complaints within the following deadlines:
 - a) for evident defects – upon the takeover of the goods at the latest,
 - b) for hidden defects – within 3 days after gaining knowledge of the defect or after the defect must have been known to the customer, however no later than 1 year after the takeover of the goods by the customer.
3. Complaints are to be made with Ray Service's sales department in writing. The complaint must include the following details:

- a) Designation of the goods subject to the complaint;
- b) Quantity subject to the complaint;
- c) Description of the defect;
- d) Circumstances regarding the occurrence or establishment of the defect, e.g. the manner of processing or use;
- e) Place and time of establishing the defect;
- f) Number of the respective delivery note or invoice;
- g) Name and contact details of the customer's employee asserting the claim and who is authorised to resolve it.
- h) Serial number of the product, if existing.

4. When asserting its claim, the customer must provide Ray Service with all necessary cooperation, including but not limited to the provision of all necessary information and documents for the evaluation of the complaint (e.g. photos of the defective goods).
5. If it is impossible to send the goods back to Ray Service for the purpose of evaluating the complaint, the customer must ensure access to the goods at the place of their current location, and Ray Service may charge the customer a flat-rate of €780 for every day of removing the deficiencies or defects subject to the complaint due to work provided outside of the Czech Republic.
6. After evaluating whether the complaint is justified or not, Ray Service will inform the customer about the result.
7. If Ray Service acknowledges the complaint as justified, Ray Service may:
 - a) Remove the defect by means of a repair, if the defect can be repaired;
 - b) Deliver new goods as a replacement or provide a discount from the purchase price corresponding to the difference between the non-defective goods and the delivered defective goods, if the defect cannot be removed; or
 - c) Settle the complaint in another reasonable way;

And this is at the full discretion of Ray Service. The customer may not choose the manner of the settling of the complaint.

8. If Ray Service finds the complaint to be unjustified, Ray Service shall proceed by analogy as if providing maintenance services and may charge the customer a flat-rate of €300 per every working hour spent on dealing with the customer's requirement.
9. If the damage occurred as a result of a breach of instructions regarding the operation, maintenance, storage or assembly of the goods, or by incorrect or unprofessional use or incorrect or careless handling or an incorrect repair on the part of the customer, any claims of the customer under the defective performance are excluded.
10. When providing a replacement delivery of goods, Ray Service may require the customer to return the goods subject to the complaint and replacement at Ray Service's expenses and in such condition as delivered.

**Article XIII.
Product Liability**

1. If the goods are manufactured based on a technical specification supplied by the customer, the liability for the technical specification with regard to the functionality and safety of the product lies with the customer. Ray Service does not verify such technical specification as to its suitability, functionality or any other perspectives. The assessment of conformity of the product with the relevant technical regulations is performed by the customer.
2. Ray Service is not a manufacturer under Act 22/1997 Coll., on the Technical Requirements for Products, and on a change and addition to certain laws, as amended, does not place products on the market and does not ensure the conformity or conformity assessment.

3. Unless agreed or stipulated otherwise, delivered products are solely intended to be integrated into the customer's product.
4. As a general rule, delivered products are not intended to be distributed by the customer as individual products or to be used individually or separately. Should the products of Ray Service be nevertheless sold, distributed or marketed in a different way individually, the responsible entity is deemed to be the customer who is placing such products on the market.

**Article XIV.
Warranty for the Quality of the Goods**

1. Ray Service provides a warranty for the quality of the goods, i.e. that the goods will retain its functions and performance for the period of one year when used in a standard way. If the customer makes a warranty claim within the above warranty period, Ray Service shall deal with the claim following the procedure under the above Article XII. The manner of settling the claim is at the full discretion of Ray Service.
2. The warranty of Ray Service does not apply to defects of the goods caused by improper use, incorrect or unprofessional processing, improper handling or storage. The warranty also does not apply to any defects of the goods directly or indirectly caused by an act or omission on the part of the customer or third parties.
3. Unless agreed in the contract otherwise, Ray Service does not provide any specific warranty for a particular use or purpose of the goods.
4. The warranty under this Article does not apply to the usual wear and tear nor to cases when the non-compliance of the goods with paragraph 1 of this Article was caused by the customer or when it was created in the sphere of the customer's influence regardless of its fault.

**Article XV.
Limitation of Liability**

1. Ray Service is solely liable for direct damage if proved by the customer that such damage was as a result of Ray Service's breach of the contract. Without prejudice to the provision of this paragraph, Ray Service is not liable for any subsequent or follow-up damage, loss of profit, production loss or any other similar consequences. The total liability of Ray Service within the business relationship is limited by the applicable insurance claim.
2. When asserting claims for compensation, the customer must provide Ray Service, or as the case may be directly Ray Service's insurance company, with all necessary information and documents regarding the damage, in particular:
 - The structure and scope of the damage;
 - Whether any compensation has been provided, the respective amount and to whom;
 - Specification of costs associated with the assertion of the claim;

with such documents being able to prove the damage (accounting records, proof of payment etc.).

3. If a customer's customer or any other similar third party makes a claim against Ray Service relating to the use of the goods contrary to Ray Service's instructions or the designated purpose of the goods, or relating to a breach of intellectual property rights of a third party arising from the use of Ray Service's product in combination with another product, the customer must take over such dispute and compensate Ray Service for any related damage or loss including reasonable expenses for legal representation.

**Article XVI.
Technical Documents and Materials**

1. Ray Service reserves ownership and intellectual property rights to all drawings, technical solutions, templates, calculations, sketches and other materials provided to the customer with respect to the performance of the contract.
2. Without a prior written consent of Ray Service, the customer may not disclose technical documents and materials to third parties or share or use them in any other way.
3. If no contract is made, the customer must return all technical documents and materials to Ray Service.
4. Technical documents and materials are intended solely for the fulfilment of the contract between Ray Service and the customer. After the contract has been fulfilled, all technical documents and materials must be immediately returned to Ray Service.

**Article XVII.
Confidentiality**

1. The customer must keep the content of the contract between the customer and Ray Service confidential as it is a subject of a business secret protected by law. Ray Service considers all documents related to the performance of the contract including the contract itself to be a business secret of Ray Service, such documents are Ray Service's business secret, and the customer undertakes to prevent any direct or indirect dissemination of the information contained therein.
2. The confidentiality duty is applicable regardless of the fact as to whether a contract has been made or not and shall also remain valid after the possible termination of the contract. The confidentiality duty therefore applies to information obtained prior to the conclusion as well as after the termination of the contract.
3. The above provisions are without prejudice to the statutory provisions regarding confidentiality and the protection of business secrets.

**Article XVIII.
Compliance with Applicable Rules and Legislation**

1. Ray Service pays great attention to the compliance with the applicable legislation, observation of human rights, sustainability, environment protection, fair competition practices and business conduct, rules regarding the trade with goods subject to controls and respect of intellectual property rights. The basic principles, including the requirement to implement the necessary measures into practice by the customer, are specified in more detail in the Code of Conduct for Business Partners which is integrated into the contract between Ray Service and the customer and is available at Ray Service's webpage <https://www.rayservice.com/ke-stazeni/?lang=cs>.
2. When performing its business activities, the customer is obliged to ensure compliance with all international sanctions which may apply to its activities as well as any applicable import and export rules regarding the controlled goods. International sanctions mean any financial sanctions, trade embargos or other restrictions introduced by the UN, EU or the Czech Republic, or as the case may be, by any other country, if such sanctions are applicable to the customer's business activities. The customer undertakes not to deliver the goods supplied by Ray Service to any third parties subject to international sanctions, or in violation of a granted export licence if required under the applicable legislation.
3. The supplier expressly declares not to be

- a Russian citizen or an individual or legal entity having its registered office in Russia,
 - a legal entity owned directly or indirectly by more than 50% by a person under the above bullet point, or
 - an individual or legal entity acting on behalf of or based on an instruction of a person stated in the above bullet points.
4. The customer agrees not to sell, export, or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation, any goods supplied under or in connection with this contract that fall within the scope of Article 12g of Council Regulation (EU) No 833/2014 of July 31, 2014. The customer also agrees to use all reasonable efforts to ensure that the purpose of this clause is not undermined by third parties in the commercial chain, including any potential vendors. The customer shall promptly inform Ray Service of any issues encountered in implementing this clause, including any relevant activities of third parties that might undermine the purpose of this clause. The customer shall make available to Ray Service information related to compliance with this clause within two weeks of a simple request for such information.
 5. Conduct of the customer contrary to the aforementioned principles and the Code of Conduct for Business Partners entitles Ray Service to terminate the cooperation with the customer and unilaterally withdraw from the contract with immediate effect. Any breach of Clause 4 of this Article XVI shall entitle Ray Service to impose a contractual penalty on the customer in an amount equal to 10 % of either the total value of this contract or the value of the exported goods, whichever is higher.
 6. If the customer's product specification contains substances or mixtures which are classified as hazardous under Regulation (EC) No 1272/2008 of the European Parliament and of the Council of 16 December 2008 on classification, labelling and packaging of substances and mixtures (the 'CLP Regulation'), the customer must inform Ray Service thereof already at the stage of the proposal to conclude the contract. If the customer supplies Ray Service substances or mixtures classified as hazardous under the CLP Regulation, they must be delivered with complying packaging and labelling including the respective safety data sheet. If the customer fails to label the hazardous substances and mixtures properly under the CLP Regulation or to provide the safety data sheet, Ray Service reserves the right to suspend its contractual performance until such shortcomings have been resolved at the expenses and liability of the customer. The liability for damage, including damaged health, caused as a result of the customer's breach of the above obligations, including any costs related to the respective compensation, shall be borne by the customer.

**Article XIX.
Miscellaneous**

1. Ray Service may use subcontractors for the performance of its contractual obligations.
2. If the parties agree that Ray Service shall keep a certain stock of the selected goods (regardless of the form or manner of such agreement), the customer must collect the agreed stock quantity within 14 days after the expiry of the agreed period and pay the purchase price according to the respective invoice. If the customer fails to collect the agreed stock within the above period, Ray Service may charge the customer a contractual penalty in the amount of EUR 100 for every commenced day of default, beginning on the 15th day after the agreed date for the collection of the stock goods until the date of the actual collection including such day. The contractual penalty is due within 14 days after the invoice date. The above provision is without prejudice to any claims for compensation, late payment interest or a flat-rate compensation of costs associated with the assertion of the claim regarding the default of the customer.
3. If the customer terminates the contract for any permissible reasons, the customer must:

- a) Take over from Ray Service all unfinished goods, finished goods which have not been delivered yet, and the reserved stock of material within 14 days after the termination of the contract; if the customer fails to take over such goods, the parties will proceed under Article V.(6) of these BTC; and
- b) Pay for the above collected goods and materials the respective purchase price increased by the loss of profit with respect to the unfinished goods and goods which have not been manufactured.

**Article XX.
Final Provisions**

1. If, in individual cases of the customer's breach of obligations, Ray Service does not pursue its rights under these BTC, such fact must not be interpreted as waiver of any further or future claims of Ray Service regarding the customer's breach of obligations. Should a provision of these BTC be or become partially or fully ineffective, it is without prejudice to the remaining provisions. In such cases, the parties may agree to replace the ineffective provision with a new one which will correspond to the highest possible extent to the ineffective provision. If the parties fail to reach an agreement regarding the new provision, the ineffective provision shall be replaced by the statutory provisions of the applicable legislation of the Czech Republic.
2. Unless expressly excluded by both parties in writing, these BTC are integrated into each contract made between Ray Service and the customer.
3. The customer may not assign or pledge its claims against Ray Service, be it within the maturity period or after their due date. Such assignment or pledge is conditioned by an express consent of Ray Service in writing. Similarly, the customer may not unilaterally off set its claims against Ray Service without a prior written consent of Ray Service. The prohibition to assign or pledge claims shall also apply to any contracting partners where the contracting partners may not unilaterally off set their claims against Ray Service or any other company belonging to holding group of Ray Service entities without a prior written consent. The contracting partners may not assign their claims against entities belonging to the same group of companies into which Ray Service belongs without a prior written consent of Ray Service.

**Article XXI.
Applicable Law and Jurisdiction**

1. These BTC, all rights and obligations of the parties hereunder and the respective contract, as well as all relationships established by the parties under the contract and these terms and conditions or relating relationships, are governed by the laws of the Czech Republic with the exclusion of the collision norms provided for by the legislation of the Czech Republic. The parties expressly exclude the applicability of the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Convention) to their relationship under Article 6 thereof and choose the laws of the Czech Republic to be the applicable law for their contractual relationship.
2. In case of disputes regarding the contract or any other relationship established by or related to the contract, the parties agree that the first-instance court holding local jurisdiction shall be the court according to the registered office of Ray Service.

**Article XXII.
Effectiveness**

1. These BTC become effective as of 1 June 2024.