General Purchase and Commercial Terms and Conditions of Zlín Precision s.r.o., dated 30th April 2026:

1. Introductory Provisions

1.1. These General Purchase Terms and Conditions apply to all purchases of goods made by Zlín Precision s.r.o., Company Registration No. 262 67 381, with its registered office at U Tescomy 247, 760 01 Zlín, incorporated in the Bussiness Register administered by the Regional Court in Brno, Section C, Insert 41043, (hereinafter referred to as the "Purchaser") from third parties (hereinafter referred to as the "Seller"), or to goods delivered based on a purchase contract, or work delivered based on a contract for work pursuant to the applicable provisions of Act No. 89/2012 Coll., Civil Code (should the term "Purchaser" hereinafter be used in these General Purchase Terms and Conditions, it shall also be understood to mean "client"; should the term "Seller" hereinafter be used in these General Purchase Terms and Conditions, it shall be understood to mean "contractor"; should the term "goods" hereinafter be used in these General Purchase Terms and Conditions, it shall also be understood to mean "work").

1.2. By entering into a contract under these General Purchase Terms and Conditions, the Seller undertakes to deliver the goods to the Purchaser in compliance with the contract and these General Purchase Terms and Conditions, whereby these General Purchase Terms and Conditions form an integral part of the contract. By entering into a contract, the Seller expressly agrees with these General Purchase Terms and Conditions.

1.3. The Purchaser shall only trade based on these General Purchase Terms and Conditions. Any change hereto must be made in writing and the Seller must be in complete agreement with it.

2. Entering into a Contract

2.1. Any delivery under these General Purchase Terms and Conditions shall only be made based on a contract concluded in the manner stated in this article.

2.2. The contract shall be deemed to have been concluded at the moment the Seller confirms the Purchaser's order in writing. The Purchaser shall submit its written order to the Seller via electronic mail, registered letter or in person by hand.

2.3. The Purchaser shall be entitled to refine individual contracts in terms of quantities and dates of delivery even after their conclusion based on the previous clause, via call-off notices sent to the Seller electronically. The Seller shall be obliged to confirm by email the receipt of the call-off notice to the Purchaser within two working days.

2.4. A written order must include at least the following:
- identification data of the Purchaser and the Seller,
- goods name and type; or a detailed specification of the work,
- goods quantity (unless agreed otherwise under a call-off notice),
- goods price,
- required date of delivery (unless agreed otherwise under a call-off notice),
- delivery parity,
- signature of the person authorised to act on behalf of the Purchaser.

2.5. A written confirmation of the order must include at least the following:
- identification data of the Purchaser and the Seller,
- goods name and type; or a detailed specification of the work,
- goods quantity (unless agreed otherwise under a call-off notice),
- goods price,
- date of delivery (unless agreed otherwise under a call-off notice),
- delivery parity,
- signature of the person authorised to act on behalf of the Seller.

2.6. A written confirmation of the order, containing any changes to the order, shall always be considered a new contract proposal. In such cases written confirmation from the client is required at all times in order to conclude the contract. The provisions of Section 1740 (3) of the Civil Code shall not apply to the legal relation governed hereby.

2.7. Any amendementss to the contract (with exception to amendments to the contract made via a Purchaser's call-off notice) must be mutually agreed and confirmed in writing at all times.

3. Price and Payment Terms

3.1. The Parties have agreed that the goods price shall be fixed and constant, and shall include all the Seller's costs associated with the delivery of the goods, including transport.

3.2. The goods price may only be changed by written amendments to the contract signed by both Parties hereto.

3.3. Unless otherwise agreed in the contract, the agreed goods price shall be paid by the Purchaser to the Seller following the delivery of the goods, based on an invoice issued by the Seller, with a maturity of 30 days from the day of issuance.

4. Requirements for Seller's Goods Quality and Quality Management System

4.1. The Sellers´s Quality Management System must be ISO 9001 certified if the goods or services supplied can affect the quality of the work manufactured by the Purchaser. The goal of the seller must be certification according to IATF 16 949. Upon mutual agreement, the certificate can be replaced by a system audit carried out by the Purchaser, fulfilling requirements in accordance with the points of General Purchase and Commercial Terms and Conditions of Zlín Precision s.r.o. and planning for certification according to ISO 9001. The Seller must ensure and develop its Quality Management System and the Quality Management Systems of its subsuppliers to be able to provide flawless delivery of the goods (zero error strategy).

4.2. The Seller shall enable the Purchaser and/or the Purchaser's customers to carry out audits (checks) in all control, production, inspection, storage and other facilities in order to verify compliance with their quality requirements and Quality Management System. The findings of auditors (i.e. the persons performing the audit) do not relieve the Seller of its responsibility for goods quality and continuous verification and compliance with all the requirements of the ISO 9001 standard, including the specific requirements of the Purchaser. Based on the audit results notified by the client, the Seller must take appropriate measures to remedy the situation and ensure their effective implementation, and inform the Purchaser on the status of the implemented measures in the form of action plan.

4.3. The quality of the goods delivered must be in accordance with the technical documentation, approved sample and must fulfill specific requirements of the buyer. In order to approve the quality, the Seller shall, unless agreed otherwise, provide documentation under PPAP – level 3 according to IATF 16949 standards (till 2018/09 ISO tS 16949), R&R and ensure increased level of control during the launch phase. The Seller is obliged and undertakes to manufacture the goods and implement the associated processes under the same conditions as those set at the beginning of the deliveries and at the time of submitting samples for approval.

4.4. The Seller must immediately inform the buyer in following cases:

changes in the production process and material

threats to deliveries (e.g. failure of production equipment, lack of input material)

4.5. The seller is obliged and undertakes to perform regular checks of the goods and the manufacturing process, and also to perform checks and identification of the traceability of production batches. If any non-conforming product is detected, the non-conforming goods or production batches must be clearly marked. The Seller is obliged and undertakes to follow the FIFO (first in – first out) system.

4.6. If it is necessary to check the materials in order to comply with the requirements for goods quality, the Seller shall be obliged to send a certificate for the respective process (certificate under EN 10204, certificate for surface finish, etc.) with each delivery.

4.7. The Seller shall be obliged to check the suitability of manufacturing processes and undertakes to statistically measure the level of goods quality. The minimum results for the set statistics shall be:

CC (critical characteristics): Ppk $\geq$ 2.0, Cpk $\geq$1.67 SC (significant characteristics): Ppk $\geq$ 1.67, Cpk $\geq$1.33

The stated values represent the minimum internal requirements of Zlín Precision s.r.o. and are binding for all suppliers. In the event that the customer defines different or more stringent process capability requirements in their Customer-Specific Requirements (CSR), as part of an RFQ, technical documentation, or other binding

contractual or project documentation, such customer requirements shall take precedence over this directive and must be applied without exception.

The initial suitability of the process must be calculated from measurements taken on at least fifty consecutive parts. For mass production, the measurement must be performed at least at the beginning of each shift and/or commencement of production and/or change of a production tool.

4.8. Failure to comply with the delivery date shall be resolved through a complaint, unless agreed otherwise for individual cases.

4.9. Responses to complaints or audit results must be submitted by the Seller in the G8D Report format within the following deadlines: immediate measures (1–3 points) within 24 hours, long-term measures (4–8 points) within 14 working days, unless agreed otherwise.

Any proven costs associated with the claim will be charged to the supplier including the administrative fee (see point 7.4).

4.10. In case of repeated problems caused by the seller (the seller fails to comply with established measures or ineffective measures) the buyer has the right to implement escalation system:

Level 1 escalation: in case of recurrent qualitative problems the buyer may require increased control of the input material on the seller's side for an agreed period of time. The seller is required to set up an action plan with measures that will effectively eliminate the root cause of the problem / defect. The buyer will verify effectiveness of preventive actions and based on the status it may be agreed to cancel the escalation level 1.

Level 2 escalation: if the quality of the parts during escalation level 1 is not improving and the taken measures are not fulfilled or are not effective after the escalation level 1 has elapsed, the seller will start the escalation level No. 2. The entry material will be 100% controlled at the expense of the seller for the agreed period. The action plan must be established by the seller.

Level 3 escalation: If the quality is not improved during the level 2 escalation the seller may temporarily suspend new projects (New Business Hold).

4.11. The Purchaser shall carry out an annual evaluation of suppliers in terms of quality and logistics. The Seller must be informed of any supplier that is classified in the "non-approved supplier" category, or sent this upon request. If any supplier's evaluation is downgraded, the Seller shall be obliged to provide an action plan to remedy the situation. (= evaluation result „C". In case of negative result from audit „C", there is automatic degradation of evaluation one degree lower = from A to B, from B to C.)

4.12. The seller is obliged to provide competent and qualified personnel to meet the customer's requirements (e.g. knowledge of sampling under PPAP, ...).

4.13. The seller has to respect local laws in terms of environmental protection and is recommended to follow ISO 14001.

4.14. The seller must have internally nominated and trained PSCR (Product Safety and Conformity Representative) representative and his substitution. The seller is obliged to send contact on the PSCR representative to the buyer.

5. Delivery of Goods

5.1. The Seller's obligation to deliver the goods shall be deemed met by their proper and timely delivery to the Purchaser to the place of delivery. The Seller shall be obliged to deliver to the Purchaser, together with the goods, all documents necessary for the receipt, disposal and use of the goods, including assembly instructions.

5.2. Unless agreed otherwise, the Seller shall be obliged to deliver the goods under the following delivery terms: DDP Incoterms 2010, U Tescomy 247, 760 01 Zlín, Czech Republic.

5.3. The Seller shall be obliged to deliver the goods to the Purchaser during the Purchaser's regular operating hours i.e. from 6:00 am to 10:00 pm on working days.

5.4. The Seller shall be obliged to notify the Purchaser in writing of the scheduled date of the goods delivery at least 2 working days in advance.

5.5. Should the Seller default on delivering the goods, the Seller shall be obliged to pay the Purchaser a contractual penalty to the amount of 0.1 % of the goods price for each day of the delay. The contractual penalty under this clause shall not affect the Purchaser's right to claim damages in full.

5.6. In case that delayed delivery from the seller will cause stop of the line of buyer's customer all related costs will be charged to the seller.

6. Withdrawal from Contract

6.1. The Purchaser shall always be entitled to withdraw from the contract if the Seller defaults on the delivery of the goods for more than 10 days, regardless of whether such a delay is due to the Seller's misconduct or due to a force majeure event (i.e. Seller is not directly at fault).

7. Liability for Defects

7.1. Should the goods delivered be defective, the Purchaser shall be entitled at its own discretion to:

- Require removal of the defect by delivering new goods or delivering any missing part for the goods,
- Require the removal of legal defects,
- Require a reasonable discount on the goods price,
- Withdraw from the contract.

The provisions of Section 2106 (1), (3) and Section 2107 of the Civil Code shall not apply to the legal relation governed hereby.

7.2. Upon discovering the defect, the client shall inform the contractor within a reasonable time limit which option under the previous clause they have selected.

7.3. In urgent cases, especially if the occurrence of damage is imminent to the Purchaser due to the goods defect, the Purchaser shall be entitled to remove the defects itself at the Seller's expense.

7.4. The contractor shall be charged a one-off administrative fee to the amount of EUR 50 for each complaint raised by the client. Other costs associated with the complaint shall be charged to the supplier. This in no way affects the liability to guarantee the quality of the parts delivered.

8. Warranty

8.1. The Seller provides a 12 month warranty for the goods to the Purchaser. The Seller undertakes that the goods shall be entirely fit for purpose and keep their usual properties for the set warranty period.

8.2. The warranty period shall start on the day of the goods are delivered to the purchaser without any defects.

8.3. Should any defect of the goods occur during the warranty period, the Purchaser shall be entitled to raise claims in accordance with Article 7.1 hereof.

9. Materials Provided by Purchaser

9.1. Any and all materials and resources provided by the Purchaser to the Seller in order to meet its obligation shall be regulated by these General Purchase Terms and Conditions. Such materials and resources shall remain the Purchaser's property and may only be used by the Seller for the purposes for which they have been provided to the Seller.

10. Confidentiality and Secrecy

10.1. The Parties are obliged and undertake to keep confidentiality on all matters they have learned in connection with performing any obligation that is regulated under these General Purchase Terms and Conditions, and should be kept secret in the interests of the other party.

10.2. Any and all documents provided by the Purchaser to the Seller, in particular, samples, drawings, or models, cannot be disclosed to third parties.

11. Governing Law and Jurisdiction

11.1. The legal relation arising from a contract that is regulated under these General Purchase Terms and Conditions shall be governed by Czech laws, excluding the impact of the UN Vienna Convention on Contracts for the International Sale of Goods.

11.2. Any disputes arising from or in connection with a contract, that is regulated under these General Purchase Terms and Condition, shall be resolved by a Czech court, whereby the place of jurisdiction of which shall be the registered office of the Purchaser.

12. Social responsibility policy

Zlín Precision s.r.o. commits to follow company strategy and business in accordance with the principles of respect for human rights, labor rights, environmental protection, business ethics and the fight against corruption. The basic principles of social responsibility are set out in the Social Responsibility Policy which is available at www.zlin-precision. With the delivery of the goods the seller agrees with the set Corporate Social Responsibility Policy.