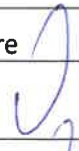




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	Name	Function	Date	Signature
Created:	Barbora Hindrová	Chief Financial Ofcer	28.03.2025	
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1 OVERVIEW

- 1.1 These General Purchasing Terms and Conditions (hereinafter referred to as the "**GTC**") in accordance with Art. Section 1751 of Act No. 89/2012 Coll., the Civil Code (hereinafter **referred to as the "Civil Code"**) determines the rights and obligations of the contracting parties in respect of all contracts, agreements and arrangements (whether concluded on a one-off basis or in connection with a framework agreement), the subject of which is the supply of raw materials, materials or the provision of services (hereinafter collectively referred to as "**goods**")), which are concluded between Meizlik Propellers, s.r.o., with its registered office at Šámalova 1537/60a, postal code 615 00, Brno, Czech Republic, ID No.: 269 219 01, registered in the Commercial Register maintained by the Regional Court in Brno, under file No. C 45721 as the buyer or buyer (hereinafter referred to as the "**customer**") and any natural or legal person (domestic or foreign) as the supplier or seller (hereinafter referred to as the "**supplier**") (the contract hereinafter referred to as the "Contract"). The contract may also include other special conditions or guidelines of the customer for quality assurance, if referred to in the contract. These GTCs are part of all proposals of the customer to conclude a contract and all acceptance of the supplier's offers by the customer.
- 1.2 Deviating provisions in the contract shall take precedence over the wording of these GTC, while the other provisions of the GTC shall apply to the maximum extent possible.
- 1.3 The application of any terms and conditions of a supplier or third party to a contract is expressly excluded. Thus, any foreign terms and conditions will not apply to the relationship established by the contract, even if they are not expressly denied by the customer.

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- 1.4 Legal relationships arising from contracts are governed by the law of the Czech Republic, even if the contractual relationship contains an international (foreign) element. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.
- 1.5 These GTC are publicly available on the Customer's website at <https://www.meizlik.eu> (hereinafter referred to as the "**Website**") in order to enable their archiving, reproduction, storage and repeated display by the Supplier.
- 1.6 The Customer is entitled to update and change these GTCs. The new wording will always be published on the website at least 30 days before it comes into effect. The supplier will be informed about changes to the GTC by the customer, usually in the form of an e-mail message, and the supplier undertakes to familiarize himself with these changes. If the supplier does not express its express written disagreement no later than 10 days before the update takes effect, the new GTC are considered binding for all contractual relationships between the parties.

2 CONTRACT

- 2.1 Contracts can only be concluded and amended in writing, otherwise they are invalid. The possibility of concluding a contract or amending it in a form other than in writing is excluded. A written form is also required when concluding a contract on the basis of an order or call-off (in the case of framework contracts). The written form is also preserved in the case of legal acts made by electronic or other technical means enabling the capture of its content and the identification of the acting person.
- 2.2 A contract between a supplier and a customer can be concluded:
- 2.2.1 as a separate individual contract, where such a contract is also considered to be a customer's order, the minimum requirements of which are information on the specification and quantity of goods, place of collection, delivery date and price, if confirmed in writing by the supplier, or

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- 2.2.2 on the basis of a framework agreement and the individual orders (call-offs) belonging to it. The contract is not concluded until the price for the goods is agreed in writing between the parties.
- 2.3 Acceptance of the Customer's offer (order) for the conclusion of a contract with any amendments or deviations by the supplier is a rejection of the Customer's offer (order) and is considered a new proposal to conclude the contract, which must be reconfirmed in writing by the Customer.
- 2.4 Each offer (order) of a customer to conclude a contract is revocable.
- 2.5 These GTCs are valid for the contractor received by the supplier at the latest at the moment of confirmation of the customer's offer (order) for the conclusion of the contract by the supplier.
- 2.6 In electronic communication, the time data generated on the customer's technical equipment are decisive.
- 2.7 The concluded contract always replaces in its entirety all previous written or oral agreements, correspondence and other communications of the parties made in relation to the subject matter of the concluded contract, unless expressly stipulated otherwise in the contract.

3 DELIVERY

- 3.1 The supplier will deliver the goods to the customer according to the deadline specified in the contract under the terms of DDP INCOTERMS 2020 to the customer's registered office in Brno, postal code 615 00, Czech Republic, unless otherwise implied by the contract or these GTC.
- 3.2 The supplier provides transport of goods to the place of delivery at its own expense. The risk of damage to the goods passes to the customer at the moment of their receipt at the place of destination. The supplier is obliged to insure the goods on the way against all usual risks at his own expense.

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- 3.3 All deliveries of goods must contain certificates of origin, quality, movement, as well as all other markings and certificates and documents related to the goods required by law. Further documentation is specified on the order. Each individual delivery must be accompanied by a delivery note, which will be handed over to the customer no later than when the goods are handed over to the customer. The delivery note must meet at least the following requirements: designation of the delivery note and its number, business name, registered office or place of business, ID and VAT number of the supplier and customer, number of the contract or order, exact designation of the subject of performance, day of delivery of the goods, number of units in the package, number of packages, number and designation of reusable packaging, purchase price, method of transport, destination of delivery. Documents that do not meet these requirements are not considered a proper delivery note; In case of failure to meet these requirements, the customer reserves the right not to accept the goods. The delivery is deemed to have been delivered at the moment of signing the delivery note by the customer's authorized representative. The signature of the delivery note (or other proof of delivery of the goods) by the customer does not in any way confirm the defect of the delivery.
- 3.4 Partial deliveries (as well as performance prior to the agreed delivery period) are not permissible unless expressly agreed otherwise in writing; The customer is not obliged to accept such partial or early deliveries of goods. In the event that the supplier is unable to deliver the goods to the customer in the agreed quantity and/or deadline for any reason, it shall immediately notify the customer in writing; The supplier's liability for damages is not affected in its entirety.
- 3.5 The supplier is obliged to process (cover) confirmed customer orders (contracts) to the extent of 100%. Quantity deviations for deliveries are permissible only if the customer expressly agrees to the quantity deviation in writing in advance. However, the supplier is entitled to reimbursement of the price only for the goods actually delivered to the customer.
- 3.6 If the supplier is in default with the delivery, the customer is entitled to withdraw from the contract or its part (to the extent of the undelivered goods) immediately. In such a case, the customer is entitled to return the already delivered goods at the supplier's expense.

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- 3.7 In the event of a breach of the supplier's obligation to deliver the goods to the customer properly and on time, the customer is entitled to claim compensation for the damage caused. The payment of any contractual penalty by the supplier does not affect the customer's right to compensation for damage in full. The damage is paid in cash.
- 3.8 The date of receipt of the goods by the customer (signature of the delivery note by the customer) is decisive for the assessment of compliance with the agreed delivery time.
- 3.9 The goods must be supplied exclusively in first-class quality and must comply with the required specifications, technical and acceptance conditions and all legal and technical requirements for the supplied goods, which are set out in generally binding legal regulations and technical regulations relating to the supplied goods (including non-binding technical standards). The supplier must meet all obligations arising from the quality assessment system according to ISO 9001:2015.
- 3.10 If the goods are to be delivered according to a sample, the supplier is obliged to supply the goods with the characteristics of such a sample without exception. The supplier is obliged to first discuss any technical, technological or other change of the goods (compared to the submitted sample) with the customer and to approve such changes in writing.
- 3.11 Before delivery, the supplier is obliged to pack the goods at his own expense in the manner agreed in the contract, or in the usual manner, corresponding to the agreed method of delivery, so that they are protected from damage and destruction during their loading/unloading, transport and storage. The supplier is obliged to mark the goods according to the customer's requirements.
- 3.12 The supplier is obliged to inform the carrier of any specific mode of transport of goods, if such a regime is required.

4 PRICE OF GOODS

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- 4.1 The price of the goods must be agreed in writing by the customer in advance. Unless otherwise stated, prices are set under the conditions of DDP INCOTERMS 2000 by the registered office of the customer in Brno, postal code 615 00, Czech Republic.
- 4.2 The agreed price of the goods is always final and includes all the supplier's costs related to the delivery and handover of the ordered goods.
- 4.3 Unless otherwise stipulated in the contract, the prices stated in the contract include packaging costs, transport costs and insurance. VAT is added to the prices at the current statutory rate, unless it follows from the contract that the price already includes VAT.

5 PAYMENT TERMS

- 5.1 The price for the delivered goods will be paid by the customer on the basis of a duly issued invoice (tax document) of the supplier. The right to issue an invoice and payment of the price arises at the moment of receipt of the goods by the customer (by signing the delivery note by the customer).
- 5.2 The invoice must be sent in writing to the address of the company's registered office or electronically to the e-mail address of the accounting@meizlik.eu and in a copy to the nakup@meizlik.eu, it must meet all the requirements of a tax document in accordance with the relevant legal regulations valid in the territory of the Czech Republic, and also: invoice designation, contract or order number, precisely described subject of performance corresponding to one delivery note, date of delivery of goods, Identification of the delivery note, identification of the supplier's bank details, price without and including VAT, invoiced amount, method of transport and place of delivery. An invoice not containing the above particulars or annexes is not considered to have been properly issued and the customer is entitled to return it; In such a case, the due date runs again from the date of issue of the duly issued invoice.
- 5.3 The invoice will not be due earlier than 30 days from the date of delivery of the invoice to the customer. The debt is fulfilled by debiting the relevant amount from the customer's bank account.

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- 5.4 The contracting parties agree that if the supplier within the meaning of Art. Section 106a of Act No. 235/2004 Coll., on Value Added Tax (hereinafter referred to as the "Value Added Tax Act"), becomes an unreliable payer or the customer becomes obliged to guarantee for unpaid tax within the meaning of Art. Section 109 of the Value Added Tax Act (without being called upon to do so as a guarantor), the customer will be entitled to withhold or pay the relevant value added tax on the received performance provided by the supplier directly to the relevant tax administrator, while the relevant debt of the customer towards the supplier will be reduced by such payment, provided that such a procedure will be considered as proper and timely performance of contractual obligations on the part of the customer and the supplier will not have any claims against the customer in this connection to any performance, including compensation for damage or other injury.

6 TRANSFER OF OWNERSHIP AND RISK OF DAMAGE TO GOODS

- 6.1 The ownership right and the risk of damage to the goods are transferred to the customer upon receipt of the goods and signing of the delivery note by the customer's authorized representative. The supplier undertakes to transfer to the customer all rights necessary for the proper use and handling of the goods to the customer at the same time.
- 6.2 Unless expressly agreed otherwise in the contract concluded between the parties, the supplier undertakes to hand over the defect-free goods new, unused, in the agreed quantity, with the agreed properties, of the highest quality, fully functional without any damage, fully functional and with all the rights necessary for their proper use.

7 LIABILITY FOR DEFECTS, COMPLAINTS, WARRANTY

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- 7.1 The Supplier is responsible to the Customer for ensuring that the delivered goods will have the properties (especially in terms of the quality of the goods) stipulated by the Contract and these GTC at the time of their handover and for the agreed warranty period, and that they will comply with the conditions and requirements of the Contract, the GTC, the relevant generally binding legal regulations and technical regulations (including non-binding technical standards). The supplier is also responsible for ensuring that the goods will be usable for the specified purpose (or usual purpose) and for being complete and free of legal or other defects. In this context, by concluding the contract, the supplier confirms that it has become familiar with the purpose and manner for which the supplied goods will be further used by the customer and the end customer.
- 7.2 If a separate quality contract is concluded between the contracting parties, the goods must also comply with the requirements arising from such an agreement.
- 7.3 The supplier provides the customer with a quality guarantee (to the extent specified above) for at least 24 months, unless a longer period is stipulated by a generally binding regulation. The warranty period begins on the day of receipt of the goods by the customer.
- 7.4 The customer is entitled to claim defects that already existed at the time of the transfer of the risk of damage to the goods to the customer at any time after their discovery without affecting the course of the agreed warranty period, even after its expiry. The customer is entitled to claim defects that arise during the warranty period at any time during the warranty period. The contracting parties have agreed that the application of the provisions of Section 2106 para. 3, §2111, §2112, §2605 par. 2 and Section 2618 of the Civil Code are excluded in their contractual relationship based on a contract. The customer is entitled to choose any claim for defective performance under the Civil Code for the claimed defect, regardless of whether the claimed defect is a substantial or insignificant breach of contract. The customer is entitled to choose the claim arising from liability for defects when filing a complaint or at any time thereafter; The customer is entitled to change the selected claim arising from liability for defects, if the supplier has not yet settled the claim according to the previous choice. A complaint about a defect can be filed until the last day of the warranty period, while a complaint sent by the customer on the last day of the warranty period is considered to have been filed in time.

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- 7.5 The warranty applies to all goods supplied, including subcontracting.
- 7.6 Without this being considered a breach of contract, the customer is entitled to refuse to accept the goods if, in his opinion, they show any defects. If the customer refuses to accept the goods for this reason, the supplier is obliged to deliver new goods within 7 days at the latest.
- 7.7 The supplier is obliged to remove defects in goods within the period specified by the customer. If the supplier is in default with the fulfilment of the obligation to deliver substitute goods or to remove a defect in goods, the customer is entitled to arrange for the substitute delivery of goods or removal of defects of goods itself (or through a third party), entirely at the supplier's expense. If the defect was removed by delivery of new goods, its warranty period is 24 months.
- 7.8 If a customer purchases more pieces of goods of the same specification from a supplier and at least 10% of them (but at least five pieces) develop the same defect within one calendar year, all delivered pieces of goods of this specification will be considered defective. The rights arising from this defective performance remain preserved for at least 10 years from the date of receipt of the goods by the customer.
- 7.9 The supplier is obliged to compensate the customer for all damage and to reimburse the customer for all costs that the customer incurs or may incur in connection with the defective delivery of goods by the supplier. The Supplier undertakes to indemnify the Customer for all costs, expenses, claims, proceedings or requirements that may arise or will arise to the Customer in connection with defects in the delivered goods.

8 RIGHT OF CONTROL

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- 8.1 Customer has the right to access (as well as ensure access to its customers and regulatory authorities) to relevant areas of the facility and relevant documented information at any level of the supplier's supply chain.
- 8.2 If it is necessary to obtain export or import licences or other authorisations for the delivery of goods, the supplier is obliged to secure them before the delivery begins.
- 8.3 The supplier undertakes to strictly comply with all applicable legal regulations related to export control and to establish an effective internal system for their compliance. It also undertakes to provide the customer with all necessary support in obtaining export or import licenses, including the provision of documents such as EUC (End User Certificate) or IIC (International Import Certificate). In the event of a breach of any export control rule, the supplier will work closely with the customer to remove the defective condition as soon as possible. The supplier shall also ensure that these obligations are demonstrably fulfilled by its subcontractors and, at the customer's request, shall provide written evidence of their fulfilment.

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9 PRODUCT SAFETY

9.1 The contractor confirms that, according to AS9100D para. 8.1.3 plans, implements or has implemented and has followed the processes required to ensure the safety of the Product throughout the product lifecycle. Product safety as defined in AS9100D paragraph 8.4.3 is:

9.1.1 A condition in which a product is able to perform its intended or intended purpose without causing an unacceptable risk of personal injury or property damage.

9.1.2 The only way for a product to fulfil its intended intended purpose is to plan and nurture it during every step of the production process. Planning, implementing, and controlling processes to ensure product safety is paramount.

9.1.3 The contractor shall ensure that those who carry out the work under the contractor's control are aware of their contribution to product safety.

9.2 Operational planning and control are required. Good personal safety and product safety practices should include detailed instructions for the manufacturing process, inspection requirements, instructions for prevention, detection and disposal (FOD), handling, packaging, and preservation.

9.3 Suppliers ensure product safety. AS9100D 8.4.3 Information for external providers states that they are aware of their approach to product safety. It is essential that these requirements are directed to all suppliers involved in the supply chain. It is also required:

9.3.1 Establish a quality management system.

9.3.2 Use customer-designated or approved third-party providers, including process resources (e.g., processes).

9.3.3 Notify customers of non-compliant processes, products or services and obtain approval for their disposal.

9.3.4 Prevent the use of counterfeit parts – Inform the customer of changes to processes, products or services, including changes to them by external providers or – the place of production and obtain the customer's consent.

9.3.5 Flow to third-party providers of valid requisitions, including customer requests.

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9.3.6 Provide test samples for design approval, inspection/verification, investigation, or audit.

9.3.7 Retain documented information, including retention periods and disposal requirements.

9.4 The supplier assures the customer that the use of the goods will not infringe on the intellectual property rights of third parties.

10 TRADE SECRET

10.1 The content of the contract, as well as all information that the contractor has learned or learns in connection with its negotiation or performance, is considered confidential (hereinafter also referred to as "**Confidential Information**"). However, information that is publicly available or known at the time of its use or disclosure will not be considered Confidential Information, unless its public accessibility or familiarity has occurred as a result of a breach of a statutory or contractual obligation. In case of doubt, the information is deemed to be Confidential Information. Supplier is obliged to maintain confidentiality regarding the Confidential Information and, without the prior written consent of the Customer, to (i) refrain from using the Confidential Information for purposes other than for the purposes of the contract and its performance, (ii) refrain from publishing or otherwise disclosing the Confidential Information to a third party. Even after the termination of the Agreement, the Contractor is obliged to continue to keep the Confidential Information confidential until it becomes generally known otherwise than by breach of this Agreement. Within its plant, the Supplier is entitled to provide the Confidential Information only to a group of persons necessary for the purposes of performing the contract.

10.2 If the Supplier is obliged to provide the Confidential Information to a third party on the basis of the law or a binding decision, the Supplier is obliged to inform the Customer of such fact in writing in advance.

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10.3 All materials containing Confidential Information obtained from Subscriber, including but not limited to magnetic entries, documents, manuals, specifications, charts, programs and printed data (the "**Materials**") are and remain the property of Subscriber. The materials may not be reproduced, even in part, by the supplier without the prior express written consent of the customer. Any copies of the Materials become the property of the Subscriber.

10.4 After termination (performance) of the contract and/or upon the Customer's request, the Supplier is obliged to immediately return to the Customer all Materials provided to the Customer, including their copies.

10.5 The provisions of this article are valid even after the termination of the supplier's cooperation with the customer and are not limited in time.

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11 CONTRACTUAL PENALTIES

- 11.1 If the Supplier breaches the obligations specified in Clauses 3.1., 7.6. or 7.7. of these GTC, it is obliged to pay the Customer a contractual penalty in the amount of 0.05% of the price of the goods for each day of delay, including commenced days.
- 11.2 In the event of a breach of any of the Supplier's obligations laid down in Clauses 8.1 to 8.3, 9.1 to 9.3 and/or 10.1 to 10.5. of these GTC, the Contractor is obliged to pay the Customer a contractual penalty in the amount of 30% of the total value of the Contract.
- 11.3 The contractual penalty is payable on the basis of the customer's request. The claim for payment of the contractual penalty or its payment does not limit the customer's right to claim compensation for the damage incurred in full.
- 11.4 The termination of the contract does not affect the parties' claims for damages, payment of a contractual penalty or other claims that by their nature survive the termination of the contract.
- 11.5 In addition to the rights arising from defective performance, the customer is also entitled to compensation for damage, which includes, among other things, lost profits caused by the suspension or delay of its production due to defects in the goods.

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12 FINAL PROVISIONS

12.1 A breach of the contractor's obligations specified in clause 9.4, Articles 8 to 10 of these GTC is considered a material breach of the contract.

12.2 If either party materially breaches the contract, the other party has the right to withdraw from it, no later than 2 months from the date on which it became aware of the breach.

12.3 If a party is prevented from fulfilling its obligations under the Treaty as a result of an insurmountable obstacle beyond its control, it must immediately inform the other party of that obstacle. Changes in the price or availability of raw materials or delays by the obliged party's subcontractors are not considered as such obstacles. If the impediment persists for more than 45 days, either party may withdraw from the contract.

12.4 The Supplier is not entitled to transfer or assign its obligations and receivables under the Contract to a third party, even partially. The supplier must also not set off its receivables from the customer; Uncertain or indeterminate receivables of the customer are eligible for set-off.

12.5 The contractor assumes the risk of a change of circumstances pursuant to the provisions of Section 1765 par. 2 of the Civil Code.

12.6 Any changes to the Agreement may only be made by means of written amendments signed by authorized representatives of both parties.

12.7 For the purposes of the contractual relationship between the supplier and the customer, the provisions of the Civil Code do not apply: § 557, § 1799, § 1800, § 1930 par. 2, § 1978 par. 2, § 2093, § 2103, § 2104 and § 2109–2112.

13 VALIDITY OF THE VNPP

13.1 These GTCs shall come into force on 1 January 2025