



Purchase conditions (hereinafter referred to as „PC“) of Aoyama Automotive Fasteners Czech, s.r.o. company, address: Průmyslová 1166, 410 02 Lovosice, IČ: 26695081 (also mentioned as ACZ)

1. These general conditions of purchase (hereinafter referred to as „GCP“) are meant to define the rights and obligations of the contract parties as well as other conditions of the contract realisation, which means especially delivering of the goods, realisation of a work or providing of a service. GCP is used as a basic document for the drawing up of a purchase contract, work contract, service contract or other purchase contracts.
2. „The purchaser“ refers to ACZ. „The supplier“, refers to the provider of the work product. These purchase conditions can be only overridden by special written contracts (for instance general contract, subcontract, cooperation agreement etc.) signed by both, supplier and purchaser side. The above does not imply, that the purchaser cannot change the purchase conditions of a specific order by attaching partially or wholly changed contract conditions, which are successively accepted by the supplier.
3. Every single order is done by the purchaser in compliance with the supplier´s offer. The order itself and all other legal acts can be done by the purchaser in written, electronic (email) or fax form or by phone. Any amendments or changes of the order done by the supplier are not to be considered and the subcontract is bound to the original order, unless the purchaser accepts in a written form the amendments or changes done by the supplier. In case both sides do not agree on the work product character, its price, delivery time or in case the agreement on the above points is not valid, is only seeming or unenforceable, the subcontract is not drawn up. The price, bonuses and other price agreements are defined by the agreement between the purchaser and the supplier. The supplier´s general price lists are only applied to the purchaser´s orders in case the purchaser explicitly recognises them.
4. The supplier is responsible for the correctness and accuracy of the company data it has presented to the purchaser and is obliged to inform in time in a written form the purchaser about any changes in his personal data, which affect his ability to fulfil the contract with the purchaser including the ability to fulfil his financial obligations. The supplier is obliged to follow the purchaser´s instructions while providing the work product.
5. The purchaser is not obliged to accept the supplier´s work product in case it shows any defects or incompleteness. The supplier´s right to receive payment for his work product arises at the moment the purchaser receives the work product and fully accepts it. The payment for the work product is billed to the purchaser in a form of an invoice due in 30 days. The invoice has to be properly delivered and has to meet all the legal requirements. The purchaser may return a wrongly prepared invoice and demand its correction. Until the corrected invoice is delivered, the purchaser cannot become late with the payment. In case the work product is a work and the work is delivered and received in parts, the supplier´s right to have the individual parts payed according to §2610 para. 2 Law No. 89/2012 Coll. of the Civil Code, as amended (hereinafter referred to as the Civil Code), as well as the right to receive partial prepayments covering the costs according to the §2611 of the Civil Code during the work, is excluded.
6. In case the work is a service provided to the purchaser, the supplier is obliged to provide the service in accordance with the purchaser´s interests the supplier knows or should know. The supplier is obliged to provide the services with professional care and at the highest quality level. Any supplier, that during its work realises any fact, that might have an impact on the purchaser´s instructions, is obliged to immediately inform the purchaser about all the facts.
7. The supplier may only entrust the whole work or its part to a third party in case the purchaser has explicitly permitted it. In case the supplier entrusts the whole work or its part to a third party, he is responsible to pay for any harm caused by the third party as if it was done by the supplier itself, notwithstanding whether the third party has pledged to proceed the work independently or not. The supplier is obliged to pay for any damage done on the objects received from the purchaser, unless he was not able to prevent the harm even by the best professional care.
8. The purchaser is not obliged to pay for any expenses arising on the purchaser´s side while proceeding the work, unless they are obviously not included in the work product price and the purchaser has recognised the expenses in a written form. The supplier is not entitled to a compensation for any expenses, which were not spent properly and efficiently.
9. The supplier fulfils its obligation to deliver a work product by delivering it as per the delivery date and at the place determined in the purchaser´s order. If there is no other specification in the order, the place is considered to be the purchaser´s premises, meaning Aoyama Automotive Fasteners Czech, s.r.o., company address: Průmyslová 1166, 410 02 Lovosice. The obligation to deliver a work product is not fulfilled by passing on the work product to a shipping company, i.e. the work product is delivered at the moment it is handled to the purchaser. Any expenses related to the shipping of the work product to the determined place as well as the packaging expenses are, according to these PC, payed by the supplier. The supplier is also obliged to deliver the work product as per the delivery date at a working day between 9 a.m. and 3 p.m.. In case the delivery date comes to be a Saturday, Sunday, National holiday or any other Czech non-working day, the supplier is obliged to deliver the work product at the preceding work day. Partial deliveries are only possible with previous purchaser´s permission. In case the supplier delivers larger amount of the product (or other fulfilment) than agreed, the contract is changed to this larger amount only in case the authorized representative of the purchaser accepts it explicitly and immediately after the delivery. In other case is the contract not changed, i.e. §2093 of the Civil code is not applied.
10. Any harm to the work product becomes concern to the purchaser at the moment the work product is received at the determined place. The supplier is responsible for the work product not having any defects. Unless there is a longer guarantee provided by the supplier, the work product guarantee is set to be two years from the date of delivery, unless there is a shorter usability period specified by law. In such case the supplier is obliged to deliver a product (or a work product) so as the product´s usability period at the time of passing on the property right to the purchaser is not going over it´s 1/3. In this case the

guarantee is provided to the same date as the usage period. The supplier is obliged to inform the purchaser about all the stockpiling and transfer conditions concerning the product (or work product).

11. In case the supplier or the shipping company does not wait for the purchaser to complete the receiving process of the object and therefore any possible defects of the product cannot be discussed on place, any apparent defects described in the complaint letter issued by the purchaser to the supplier shall be considered valid.
12. In case there are any apparent or/and hidden defects at the time of work product's delivery or occur during the guarantee period, the purchaser has the rights arising out of a defective performance according to the Civil code. In case the supplier does not choose within three days from the complaint date any of the possible actions specified by law, the supplier is obliged to provide the purchaser a discount from the purchase price equal to the difference between the defective and faultless work product in a form of credit note. The supplier is obliged to deliver the credit note to the purchaser within a week from the adequate discount application. In case the price has been already payed by the purchaser, the supplier is obliged to pay the sum equal to the discount applied back to the purchaser within a week from the discount application. In case the purchaser demands a replacement of the work product, the supplier is obliged to deliver a substitute product within a week from the demand exertion. The supplier is obliged to cover any costs on the purchaser's side caused by the work product defect.
13. The demand exertion means pointing out a work product's defect in a written or any other acceptable form (see para. 19).
14. The supplier is responsible for the work product to be in compliance with all the Czech and EU legal requirements. The supplier is obliged to deliver all the manuals in Czech language and all the documents, especially audit reports and attests, legally required for the correct and safe operation of the work product, at latest at the time of delivery of the work product. In case the supplier does not fulfil this obligation or in case there are any incorrect, misleading or missing data in the documents presented to the purchaser, the supplier is obliged to cover any costs on the purchaser's side arising from the above.
15. In case the supplier does not fulfil any of the requirements specified in the PC or any of the suppliers statements are proved incorrect or misleading, the purchaser may withdraw from the contract with the supplier or cancel the purchase regardless how significant the violation of the contract has been.
16. In case the work product has been already partly delivered, the withdrawal described above at paragraph 15 is only applicable to the rest of the work product, which has not been delivered yet. However, in case a partly delivered work product is of no use to the purchaser, the purchaser may withdraw from the whole contract, including any correctly delivered part of the work product. In such case the supplier is obliged to deliver to the purchaser a credit note covering the whole price of the returned work product at latest within 5 days from the contract withdrawal presented by the supplier in a written form. In case the payment for the returned work product has been already done by the purchaser, the supplier is obliged to pay the sum back to the purchaser within a week from the contract withdrawal. The purchaser is not obliged to return the product or work product until the sum is payed back. At the day the payment return due date expires, any damages to the work product become a concern to the supplier, and the supplier is also obliged to pay for the stockpiling expenses. Once the payment is returned, the supplier is obliged to pick up the work product within a week at a place specified by the purchaser. The supplier is obliged to confirm to the purchaser it received the returned work product. Any costs arising from the work product return process are to be borne by the supplier, and the supplier is also obliged to pay for any costs arising from the work product return process at the purchaser's side, based on an invoice issued by the purchaser.
17. In case the work product is not delivered as per the mutually confirmed delivery date, the purchaser may invoice the supplier a penalty of 1% from the work product value per overdue day. In case there are any additional costs on the purchaser's side arising from the work product delivery delay and any replacement solution taken, the purchaser may invoice the supplier all the provable costs.
18. All the letters sent between the contract parties are considered delivered even by the day the delivering party is informed, that the recipient is not available at the company address registered at the Commercial Register, there is no one to receive the letter, or that the letter was unduly refused to be received.
19. A deal done in any other acceptable form (e.g. oral) has to be confirmed afterwards in a written form. The date of a transaction done in any other acceptable form is considered to be the day the transaction was done in an acceptable form, not the day a written confirmation of the transaction was delivered to the other party. In case there are any, even the slightest, differences, between the confirmation of the draw up or a change of the subcontract and the original agreement, the subcontract is only considered valid in the way written in the confirmation in case the purchaser explicitly confirms the contents. A violation of the obligation to confirm in a written form the deal done in any other acceptable form does not affect the validity of the deal.
20. *Any disputes or claims up to the amount of 100.000 CZK (without VAT) arising out of or in connection with the purchase contract, general contract or subcontract (e.g. in a form of accepted order), shall be, excluding the jurisdiction of the competent courts, finally settled by the Arbitration Court attached to the Economic Chamber of the Czech Republic seated in Prague under the Rules and Regulations of this arbitration court by one arbitrator set according to the Rules. The contract parties commit themselves to fulfil any obligations charged to them by the arbitral award in the terms specified there. Any other disputes shall be resolved by the competent courts of the Czech Republic. The contract parties consent in sense of § 89a of the Act No. 99/1963 Coll. of the Civil Procedure Rules, as amended, to the exclusive jurisdiction of the competent courts in the country and district in which the purchaser's registered office is located.*
21. The purchaser's obligation to pay for any costs on the supplier's side, which could not be predicted at the time the general contract or subcontract was drawn up is excluded. The purchaser's obligation to compensate for any non-material damages in sense of § 2971 of the Civil code is also excluded. Unless the contract parties agree otherwise, any damages in relation to the general contract or subcontract are to be compensated in legal tender.

22. The contract parties hereby agree that any rights of the purchaser arising out of or in connection with the general contract or subcontract, which can be statute-barred, shall be statute-barred in a prolonged limitation period of 10 years. Any limitation periods for the execution of the rights arising out of or in connection with the general contract or subcontract are not discontinued and commence or go on even if there is an arrangement between the purchaser and the supplier to negotiate the rights or the circumstances on which the rights are based, out-of-court. The application of the Section § 647 of the Civil Code is excluded.
23. By signing the subcontract is the risk of a change in circumstances in sense of the § 1765 para. 2 of the Civil Code transferred to the supplier. The risk of a change in circumstances in sense of the § 2620 para. 2 of the Civil Code is transferred to the supplier in case the work product is a work.
24. The supplier is obliged to fulfil any obligations associated with the work product it has to its creditors, so as the purchaser together with acquiring the right of ownership of the work product does not acquire any obligations to a third party associated with the work product in sense of the § 1106 of the Civil Code. In case the purchaser acquires any such obligation, the supplier is obliged to pay the whole sum of the debt to its creditor, or make an arrangement, so as the purchaser does not have to pay the debt to the creditor, within 15 days from the date a letter of formal notice was delivered. The above does not affect the supplier's obligation to compensate for any harm on the purchaser's side.
25. The contract parties also agree that the purchaser may balance the supplier's claims and its own claims against the supplier, including those which are in sense of the §1987 para. 2 of the Civil Code considered uncertain.
26. The supplier's right to invoke for its own advantage the electronic records of data on juridical acts or other facts in the purchaser's electronic system in sense of the § 562 para. 2 of the Civil Code is excluded. The supplier's right to invoke for its own advantage the contents or the issue date of the documents relating to legal facts occurring during the normal operation of the purchaser's production in sense of the §566 para. 2 of the Civil Code is also excluded.
27. In case the work product is a work, the contract parties agree to exclude the application of the § 2595 of the Civil Code, that is the right of the supplier to withdraw from the general contract or subcontract in case the purchaser insists on the work be performed, in supplier's opinion, according to an apparently unsuitable mandate or using apparently unsuitable thing.
28. The movement of persons authorised by the supplier and approved by the purchaser shall abide by the general health and safety at work regulations and by the purchaser's specific requirements. Any persons entering the ACZ production area have to be equipped by basic safety equipment and safety equipment required for their specific work. Yet their equipment must never conflict with the ACZ internal regulations. The employees or other staff of the companies realizing the suppliers work in ACZ production area has to wear a safety vest or a company work clothes with a company logo on it, safety shoes with steel toe and depending on the character of their work also googles or ear plugs. It is forbidden to enter any areas besides those where the supplier fulfils its work or those that are associated with the fulfilment of the work in some way. The staff working at heights or on a lift platform has to wear a safety helmet.
29. The supplier acknowledges his duty to abide by the internal safety and fire regulations as well as environmental regulations valid at the purchaser's premises. It is prohibited to contaminate the ACZ area and in case the supplier does so, it is obliged to restore it to its original state on its own expense.
30. In case any of the contract parties make their claims arising out of or in connection with the general contract or subcontract against the other party, the claim creditor's right to have covered its expenses by the fixed rate specified at § 3 of the Government Regulation No. 351/2013 Coll., as amended.
31. Any relations between the supplier and the purchaser based on or in connection with the work product fulfilment under these PC are subject to the PC, Czech legislation and especially the Civil Code.
32. These PC are binding on the purchaser and the supplier as a part of the subcontract for a work product defined by the order issued by the purchaser. The supplier accepts the PC by confirming the order or fulfilling his work product. The purchaser shall inform the supplier about any changes of the PC and publish them on www.aoyama.cz or inform the other side by the means specified in the contract.
33. These PC are valid from 1. 9. 2014.
34. The purchaser authorises the persons below to act on the PC: company executive director, purchase dept. manager, purchase dept. specialist
35. The supplier is responsible for the materials and components which shall become a part of a car to be in compliance with the requirements of the article § 4.2a of the Directive on End-of Life Vehicle 2000/53/EC of the European Parliament and not to contain lead (Pb), mercury (Hg), cadmium (Cd), hexavalent chromium (CrVI), asbestos or organic substances such as polybrominated biphenyls (PBB), polybrominated difenylethers (PBDE), Deca bromo diphenyl ether (Deca-BDE), Hexabromo-cyclododekane (HBCD) or Perfluorooctane Sulfonates (PFOS) with exception of the cases specified in the attachment to the Directive.