

GENERAL BUSINESS TERMS AND CONDITIONS**JASPLASTIK-AUTOMOTIVE, s.r.o.**(hereinafter referred to as the "*Terms and Conditions*")**ARTICLE 1
DEFINITIONS**

- 1.1 **"Supplier"** shall mean for the purposes of these Terms and Conditions any legal or natural person who, based on the Order or any other instruction, delivers and/or produces and/or transports any Goods for JP-Automotive.
- 1.2 **"Confidential Information"** shall mean for the purposes of these Terms and Conditions any information, evidences, data, documents and technical or non-technical facts, irrespective of their nature, form and the way of capture, storage and transfer, which Contracting Parties learnt, directly or indirectly, in connection with the performance of duties and/or exercising of rights based on the Contract and/or in connection with the Order, including, in particular, but not limited to: (i) the Technical Specifications, (ii) objects of intellectual property rights, (iii) know-how, (iv) a trade secret, and (v) other technical, technological, commercial, financial or operational information held by the Contracting Parties.
- 1.3 **"Purchase Contract"** shall mean for the purposes of these Terms and Conditions a contract concluded by and between JP-Automotive and the Supplier that binds the Supplier to deliver the Goods for JP-Automotive and to transfer to him a proprietary right to the Goods and that binds JP-Automotive to take over the delivered Goods and to pay the purchased price, unless the Contracting Parties agree otherwise.
- 1.4 **"Commercial Code"** shall mean for the purposes of these Terms and Conditions Act no. 513/1991 Coll. Commercial Code, as amended.
- 1.5 **"Order"** shall mean for the purposes of these Terms and Conditions any request made by JP-Automotive for delivery and/or production and/or transport of the Goods by the Supplier. The Order may cover one or repeated fulfillment by the Supplier.
- 1.6 **"JP-Automotive"** shall mean for the purposes of these Terms and Conditions the company JASPLASTIK-AUTOMOTIVE, s.r.o., with its registered seat in Matúškovo 1586, 925 01 Matúškovo, company ID: 36 759 007, tax ID: 2022363596, VAT ID: SK2022363596, registered in Commercial register of the District Court Trnava, section: Sro, insert no.: 19859/T.
- 1.7 **"Technical Specifications"** shall mean for the purposes of these Terms and Conditions any information, evidences, data, documents and technical facts, templates, models, matrix, patterns, samples or other similar information, irrespective of their nature, form or character, provided by JP-Automotive to the Supplier for the purpose of delivery and/or production and/or transport of the Goods.
- 1.8 **"Goods"** shall mean for the purposes of these Terms and Conditions any product and/or material delivered and/or produced and/or transported by the Supplier to JP-Automotive, in accordance with the Order and these Terms and Conditions.

- 1.9 **"Contracting Parties"** shall mean for the purposes of these Terms and Conditions JP-Automotive on one side and the Supplier on the other side.
- 1.10 **"Contract"** shall mean for the purposes of these Terms and Conditions a contract concluded by and between the Contracting Parties according to the Order and these Terms and Conditions; the Contract shall include the Purchase Contract and/or the Contract for Work and/or the Contract of Carriage.
- 1.11 **"Contract for Work"** shall mean for the purposes of these Terms and Conditions a contract concluded by and between JP-Automotive and the Supplier that binds the Supplier to produce the Goods for JP-Automotive and that binds JP-Automotive to pay the price for production of the Goods, unless the Contracting Parties agree otherwise.
- 1.12 **"Contract of Carriage"** shall mean for the purposes of these Terms and Conditions a contract concluded by and between JP-Automotive and the Supplier that binds the Supplier to transport the Goods to a certain place for JP-Automotive and that binds JP-Automotive to pay the charge for this transport, unless the Contracting Parties agree otherwise.

ARTICLE 2 INTRODUCTORY PROVISIONS

- 2.1 These Terms and Conditions regulate rights and obligations of the Contracting Parties in such an extent that arises from the nature of their mutual business relationship. The purpose of these Terms and Conditions is a detailed specification of the legal relationship between the Contracting Parties arising from the Contracts, and thus simplification of the procedure for concluding future contracts by reference to these Terms and Conditions.
- 2.2 The Order for the Goods delivery and these Terms and Conditions shall constitute the Purchase Contract duly concluded by and between JP-Automotive and the Supplier; the Order for productions of the Goods and these Terms and Conditions shall constitute a Contract for Work duly concluded by and between JP-Automotive and the Supplier; the Order for transport of the Goods and these Terms and Conditions shall constitute the Contract of Carriage duly concluded by and between JP-Automotive and the Supplier.
- 2.3 The respective Purchase Contract is concluded at the moment of acceptance of the Order (offer) of JP-Automotive by the Supplier, unless the Contracting Parties agree otherwise.
- 2.4 The respective Contract for Work is concluded at the moment of acceptance of the Order (offer) of JP-Automotive by the Supplier, unless the Contracting Parties agree otherwise.
- 2.5 The respective Contract of Carriage is concluded at the moment of acceptance of the Order (offer) of JP-Automotive by the Supplier, unless the Contracting Parties agree otherwise.
- 2.6 By acceptance of the Order the Supplier declares that he is acquainted with these Terms and Conditions, and that he agrees therewith. JP-Automotive shall inform the other Contracting Party with these Terms and Conditions by attaching them to the first Order sent to the Supplier. JP-Automotive shall be entitled to demand a confirmation from the Supplier proving that he is acquainted with these Terms and Conditions, in particular by delivery of the first Order signed by a lawful representative of the Supplier or delivery of the Terms and Conditions, or their copy, signed by a lawful representative of the Supplier. The Terms and Conditions are as well available on the website <http://www.jp-automotive.com>.

- 2.7 These Terms and Conditions shall apply to the legal relations between the Contracting Parties that are not expressly governed by special contracts or agreements.
- 2.8 The Contracting Parties agree that any business terms and conditions of the Supplier shall not apply to the relations based on these Terms and Conditions.
- 2.9 If, according to the Contract of Carriage, or the Order, the place of take-over the Goods and expected place of hand-over lies in two different countries, and at least one of them is the party to the Convention on the Contract for the International Carriage of Goods by Road (CMR) published in the Slovak Republic in the Collection of Laws under no. 11/1975 Coll., this situation shall be governed by these Terms and Conditions only to the extent in which the Convention is not applied.
- 2.10 These Terms and Conditions shall prevail over the wording of the Commercial Code and other acts of the Slovak Republic; however they may not be inconsistent with the mandatory provisions of the Commercial Code, or with the mandatory provisions of other legislation of the Slovak Republic.

ARTICLE 3 ORDER

- 3.1 Each Order of JP-Automotive shall include precise specification of the Goods and the conditions of delivery and/or production and/or transport of the Goods.
- 3.2 Each Order shall be signed by the authorized person of JP-Automotive or sent from e-mail address of JP-Automotive authorized person and signed with an e-mail signature, otherwise it is not binding.
- 3.3 The Supplier shall accept the first Order by sending a receipt to JP-Automotive confirming the acceptance of the Order, within the period of 3 (three) working days counted from delivery of the Order, unless the Contracting Parties agree otherwise. If the Supplier does not accept the Order within the specified period, the Order expires. Any other and each Order from JP-Automotive sent to the Supplier upon acceptance of the first Order by Supplier under the first sentence of this paragraph shall be deemed accepted by the Supplier, unless the Supplier within the period of 3 (three) working days of receipt of such Order informs JP-Automotive that the Order is not accepted.
- 3.4 By accepting the Order, the Supplier shall be bound to accept any change of such Order made by JP-Automotive, unless the Contracting Parties agree otherwise.

ARTICLE 4 DELIVERY OF GOODS

- 4.1 The Supplier shall deliver the Goods in accordance with the Order. The Order may specify the period of delivery of the Goods, place of delivery, identification of the person to whom the Goods shall be delivered, the price for delivery of the Goods, as well as other delivery terms (e.g. INCOTERMS). Together with the Goods, the Supplier shall also hand over all documents necessary for delivery and usage of the Goods, and any other documents specified in the Order. In case of delivery of the Goods from a country which is not a member of the European Union, the Supplier shall submit together with the Goods declaration of origin of the Goods issued in accordance with the European Union regulations.

- 4.2 The Supplier shall be obliged to deliver the Goods in quantity, quality and execution specified in the Order. If the Goods are to be delivered in accordance with the Technical Specifications, the Supplier shall deliver the Goods with the qualities required in the Technical Specifications. The Supplier shall be obliged to pack the Goods and equip them for transport by the manner specified in the Order made by JP-Automotive. The Goods shall be clearly and adequately labeled by the Supplier as the Goods of JP-Automotive. The Goods must be free of any right of a third party, unless the Contracting Parties agree otherwise.
- 4.3 The Supplier shall deliver with the Goods also delivery note where JP-Automotive confirms delivery of the Goods in writing. JP-Automotive shall not be obliged to take over the Goods containing apparent defects. If the taking over of the Goods is not confirmed in the delivery note by JP-Automotive, the Goods shall not be considered as delivered.
- 4.4 In the case of delivery of the Goods by shipping them, in accordance with the Order of JP-Automotive, the Supplier is obliged to notify JP-Automotive of the expedition of the Goods and anticipated time of delivery.
- 4.5 If the Supplier detects an obstacle during delivery of the Goods which does not allow to deliver the Goods in accordance with the Order, the Supplier shall notify JP-Automotive of the obstacle without undue delay and at the same time the Supplier may ask for a change in delivery of the Goods that would be the most suitable in regard to the Order of JP-Automotive. Such notification shall not deprive the Supplier of responsibility for late delivery.
- 4.6 The risk of damage to the Goods and proprietary right to the Goods shall be transferred to JP-Automotive at the moment of take-over of the Goods from the Supplier or at the moment of obtaining the right to dispose with the Goods under a condition that JP-Automotive has been aware thereof, unless the Contracting Parties agree otherwise.

ARTICLE 5 PRODUCTION OF GOODS

- 5.1 The Supplier shall produce the Goods in accordance with the Technical Specifications and the Order, which, among definition of the Goods, may contain a deadline for the production of the Goods, place of delivery, identification of the person to whom the Goods shall be delivered, the price for the production of the Goods, as well as other conditions of the production of the Goods. Together with the Goods, the Supplier shall also hand over all documents necessary for delivery and usage of the Goods.
- 5.2 The Supplier declares that:
- (i) prior to the conclusion of the Contract for Work he has become acquainted with all the Technical Specifications which are necessary for the production of the Goods, and he considers them as complete and sufficient for definite specification of the Goods, fulfillment of the purpose for which the Goods are produced, as well as for the production of the Goods;
 - (ii) there were not found any deficiencies in the Technical Specifications preventing the Supplier from production of the Goods in accordance with the Order of JP-Automotive.
- 5.3 The Supplier shall produce the Goods due and on time, in accordance with the Order (or with other potential instructions given by JP-Automotive), Technical Specifications and relevant legislation. The Supplier shall proceed independently and at his own risk during the production of

- the Goods, unless the Contracting Parties agree otherwise. The Goods must be free of any right of a third party, unless the Contracting Parties agree otherwise.
- 5.4 If the Supplier detects an obstacle during produce of the Goods which does not allow to produce the Goods in accordance with the Order, the Supplier shall notify JP-Automotive of the obstacle without undue delay and at the same time the Supplier may ask for a change in the production of the Goods that would be the most suitable in regard to the Order of JP-Automotive. Such notification shall not deprive the Supplier of responsibility for late production.
- 5.5 Takeover protocol is to be signed by both Contracting parties. JP-Automotive shall not obliged to take over the Goods containing apparent defects. If the taking over of the Goods is not confirmed in the delivery note by JP-Automotive, the Goods shall not be considered as delivered.
- 5.6 JP-Automotive shall be obliged to obtain and deliver to the Supplier materials necessary for the production of the Goods, if it is expressly agreed by the Contracting Parties in the Order accepted by the Supplier.
- 5.7 JP-Automotive remains the owner of the provided materials necessary for the production of the Goods until such materials become part of the produced Goods. The risk of damage of these materials shall be borne by the Supplier from the moment of takeover of the materials. The Supplier is entitled to use these materials only in connection with the production of the Goods for JP-Automotive. The Supplier shall be obliged to mark all such materials as the proprietary of JP-Automotive and store these materials free of charge. Materials unprocessed during the production of the Goods shall be returned to JP-Automotive without undue delay, unless the Contracting Parties agree otherwise.
- 5.8 The Supplier shall be obliged to examine the materials obtained for the production of the Goods from JP-Automotive, in order to detect any apparent defects, before starting processing the materials. If the Supplier detects any defect in materials after examining them or later during processing and these defects do not allow the production of the Goods according to the Order, the Supplier shall immediately notify JP-Automotive thereof.
- 5.9 At the request of JP-Automotive, the Supplier shall at his own expense provide insurance of the Goods in the process of production, or as well against his liability for damage caused in connection with the performance of business activities according to these Terms and Conditions. On the ground of the request, the Supplier is at any moment obliged to submit a document proving the conclusion of such insurance.
- 5.10 The risk of damage to the Goods and proprietary right to the Goods shall be transferred JP-Automotive at the moment of taking over the Goods from the Supplier.

ARTICLE 6 TRANSPORT OF GOODS

- 6.1 The Supplier is obliged to transport the Goods in accordance with the Technical Specifications, if they were provided to the Supplier, and with the Order, which, among definition of the Goods, may contain a deadline for taking over and transport of the Goods, a place of takeover and handover of the Goods by the Supplier, identification of the person to whom the Goods shall be delivered, a price for the transport of the Goods, as well as other conditions of the transport of the Goods. Each Contracting Party shall be entitled to request from the other Contracting Party to confirm transport of the Goods in the transport documentation. If any particular document needed

- for the transport of the Goods is needed, JP-Automotive shall ensure its delivery for the Supplier at the time of takeover of the Goods for transport at the latest.
- 6.2 Depending on the type and nature of Goods the Supplier at the time of takeover of the Goods for transport is obliged to inspect these Goods, including its packaging, check the number of the Goods packages and verify the conformity of the Goods and the number of Goods packages with the Order. Any reservations to the Goods, their packaging or number of Goods packages the Supplier shall indicate in the transport documents, otherwise it is deemed that Supplier takes over Goods for transport in state according to Order and transport documents.
- 6.3 If the Supplier has not delivered the transported Goods to the recipient designated in the Order, JP-Automotive is entitled to require from the Supplier to interrupt the transport of the Goods and to return the Goods to JP-Automotive or to deliver the Goods to another recipient. Reasonably incurred costs connected with such a change shall be reimbursed by JP-Automotive only if the Contracting Parties have agreed thereon.
- 6.4 If the Supplier detects an obstacle during the transport of the Goods which does not allow him to transport the Goods in accordance with the Order, the Supplier shall notify JP-Automotive thereof without undue delay and at the same time Supplier may ask for a change in the transport of the Goods which would be the most suitable in regard to the Order of JP-Automotive. Such notification shall not deprive the Supplier of a responsibility for a transport delay.
- 6.5 JP-Automotive shall be notified of termination of the transport by the Supplier, unless the Contracting Parties agree otherwise.
- 6.6 The Supplier shall provide insurance against liability for damage caused in connection with the performance of his business activities, at least to a value of transported Goods. The Supplier is obliged to keep such insurance during the validity of the Contract of Carriage. Upon a request, the Supplier is at any moment obliged to submit to JP-Automotive a document proving the conclusion of such insurance against liability for damage caused in connection with the performance of business activities; in case of any changes relating to the insurance, the Supplier shall notify JP-Automotive thereof without undue delay.
- 6.7 The Supplier shall take out the insurance of the transported Goods at his own expense, unless the Contracting Parties agree otherwise. At the request, the Supplier is at any moment obliged to submit a document proving the conclusion of such insurance.

**ARTICLE 7
COMMON PROVISIONS FOR PURCHASE CONTRACT,
CONTRACT FOR WORK AND CONTRACT OF CARRIAGE**

- 7.1 The Supplier shall perform the contractual obligations with professional care, in accordance with the relevant legislation and in the quality specified in the Order and in the provided Technical Specifications, but at least in the quality provided by other competitors in the area of business activity of the Supplier. In order to check the capacities of the Supplier to fulfill requirements of the quality of delivery and/or production and/or transport of the Goods as defined in the previous sentence, JP-Automotive shall be entitled to perform a control of the system of the quality of the Supplier (technical audit); the Supplier shall be obliged to allow JP- Automotive or any person appointed by JP-Automotive to perform such a technical audit and provide JP-Automotive or any person appointed by JP-Automotive with any and all necessary cooperation that could be reasonably required from the Supplier during performance of such an audit.

- 7.2 The Supplier hereby declares that he has, or at least in the beginning of the fulfillment of the Order he will have, at his own expense, all authorizations required by applicable legal regulations, necessary to provide such fulfillment (for example an authorization for business activity, attestations/certificates/declarations of conformity, quality of the Goods a.o.), and at the request, the Supplier is at any moment obliged to submit, without undue delay and free of charge, these authorizations to JP-Automotive.

ARTICLE 8 PRICE AND PAYMENT TERMS

- 8.1 The remuneration (price) for delivery and/or production and/or transport of the Goods in accordance with the Order, is stipulated in the Order, if it has not been agreed by the Contracting parties independently; this remuneration is intended by the Contracting Parties to be set as a fixed price without VAT and includes all related costs, including, but not limited to, packing, insurance and transport costs, costs of loading and/or unloading of the Goods as well a reasonable profit, unless the Contracting Parties agree otherwise.
- 8.2 The remuneration will be paid on the basis of an invoice issued after the proper and timely delivery and/or production and/or transport of the Goods in accordance with the Order. Each invoice shall include all requirements of tax document in accordance with the applicable legal regulations.
- 8.3 Each invoice shall include a copy of the Order and a copy of the delivery note and/or the transport document.
- 8.4 If the invoice is not issued in accordance with the applicable legal regulations and these Terms and Conditions, JP-Automotive shall be entitled to return such invoice to the Supplier for reissuing; deadline for payment of the invoice is suspended until JP-Automotive receives the invoice without faults.
- 8.5 The invoice shall be due within 60 (sixty) days as of its delivery to JP-Automotive, unless the Contracting Parties agree otherwise. The Contracting Parties declare that such maturity is considered to be standard with respect to market conditions.
- 8.6 Payment of remuneration by JP-Automotive shall not be considered as a waiver of any right of JP-Automotive related to potential defects of the Goods.
- 8.7 JP-Automotive shall be entitled, before payment of the invoice, to detention of the part of the amount in the issued invoice which is attributable to the price as VAT (hereinafter referred to as the "*Part of the amount*") if according to the circumstances of the case, JP-Automotive as a guarantor shall be obliged to pay the tax on behalf the Supplier in accordance with § 69b of the Act no. 222/2004 Coll. on Value Added Tax as amended, especially under § 69 par. 14 of the Act no. 222/2004 Coll. on Value Added Tax as amended.
- 8.8 Detention of the Part of the amount under the par. 8.7 of these Terms and Conditions shall result from the potential tax guarantee from the previous step regardless of the date of issuing the invoice.
- 8.9 Detention of the Part of the amount shall not be a breach of a contractual obligation of JP-Automotive and such action of JP-Automotive shall not be considered as a failure to pay the invoice in full and therefore JP-Automotive shall not be in delay with a payment of invoice.

- 8.10 JP-Automotive shall notify the Supplier of the detention of the Part of the amount under par. 8.7 these Terms and Conditions. The Supplier shall not be entitled to reimbursement of any potential damage, as well as any interest on late payments related to the detention of the Part of the amount.
- 8.11 JP-Automotive shall release the detention of the Part of the amount as follows:
- (i) in favour of the Supplier, if it is proved, that the facts which led to the detention of the Part of the amount no longer exist;
 - (ii) according to the decision of the Supplier's competent local Tax Office, where on the day of the bank order for the payment of the Part of the amount from the bank account of JP-Automotive such a payment is to be settled against the Supplier's claim; the Supplier agrees therewith.
- 8.12 In case of payment of the unpaid tax or part thereof by the Supplier and at the same time also by JP-Automotive and returning of the mentioned payment or part thereof by the competent local Tax Office to JP-Automotive in accordance with the Act no. 222/2004 Coll. on Value Added Tax as later amended, JP-Automotive shall be obliged to pay the refunded amount to the Supplier's bank account listed in the respective invoice concerning the detention of the Part of the amount, even in case of detention of the Part of the amount under par. 8.7 of these Terms and Conditions.

**ARTICLE 9
WARRANTY FOR QUALITY, DEFECTS OF GOODS,
COMPENSATION FOR A DAMAGE AND PROMISE OF INDEMNICATION**

- 9.1 The Supplier provides the warranty for quality of delivered and/or produced Goods, after the moment of takeover of the Goods by JP-Automotive or other authorized person, at least for 36 (thirty six) months. Warranty certificate shall be handed over to JP-Automotive or other authorized person together with the Goods at the latest; failure to submit the warranty certificate does not have any effect on the warranty for quality.
- 9.2 If the Supplier breaches its obligation to deliver and/or to produce the Goods in accordance with the Order and these Terms and Conditions, the Goods have defects, thus it is a substantial breach of the Contract. The Supplier is liable for defects in the Goods existing at the time of transfer of the risk of damage to the Goods to JP-Automotive. However, the Supplier is not responsible for defects in the Goods caused by the use of the materials necessary for the production of the Goods handed over to the Supplier by JP-Automotive, if the Supplier by exercising professional care could not reveal the inappropriateness of these materials for production of the Goods or JP-Automotive has been previously notified of such inadequacy of these materials, but he has insisted on their use.
- 9.3 JP-Automotive shall be obliged to inspect the Goods no later than 36 (thirty six) calendar months after the Goods has been taken over from the Supplier, or after it is allowed to dispose with the Goods, unless the Contracting Parties agree otherwise.
- 9.4 If the Contracting parties do not agree otherwise, JP-Automotive shall be obliged to notify the Supplier of defect in the Goods within 36 (thirty six) months after delivery of the Goods, if the warranty certificate does not define longer period of time (warranty period). JP-Automotive shall be entitled to require from the Supplier: (i) delivery/production of the new Goods instead of Goods delivered with defects, delivery /production of the missing Goods and the removal of legal defect in the Goods or (ii) the repair of the Goods, if the defects are repairable, or (iii) providing adequate discount from the price of the Goods, or (iv) withdrawal from the Contract. At the same time JP-Automotive shall be entitled to ask for compensation of all necessary incurred due to the modification of the Goods delivered with defects according to the specification in the Order that

has been confirmed by the Supplier; such a modification can be realized, upon a previous written notification, by JP-Automotive or any other person appointed by JP-Automotive.

- 9.5 Enforcement of the rights based on the defects of the Goods shall not infringe in any way the right of JP-Automotive for compensation for damages and for contractual penalty.
- 9.6 The Supplier, in case of a breach of any of the obligations arisen from the Contract, is obliged to compensate the damage caused to JP-Automotive, unless he proved that the breach was caused by an obstacle which had occurred independently of Supplier's will and it had prevented the Supplier from fulfilling obligations, and it cannot be assumed neither that the Supplier could avoid the obstacle or its consequences or overcome it, nor that the Supplier could foresee this obstacle at the time of the conclusion of the Contract.
- 9.7 The Supplier is liable for damage to the transported Goods, if the damage arises after the Goods being taken over by the Supplier, and before being handed over to the recipient, if the Supplier was unable to prevent damage even by exercising professional care. However, the Supplier is not liable for damage to the Goods, if he proved that the damage was caused by JP-Automotive, the recipient or owner of the Goods, defect or inherent nature of the Goods (including usual loss), or defective cover which has been manifestly notified to the JP-Automotive by the Supplier.
- 9.8 The Supplier shall be liable to fully indemnify JP-Automotive in the case that the Supplier's declaration presented in these Terms and Conditions proves to be false, incomplete or misleading, and JP-Automotive will be consequently obliged to pay any claim to a third party, which is caused by the action of the Supplier or a person authorized by Supplier. JP-Automotive accepts this promise of the indemnification.

ARTICLE 10 DAMAGE COMPENSATION IN CASE OF DELAY

- 10.1 In case of any delay of the Supplier with delivery, production and/or transport of the Goods under the Contract, the Supplier shall indemnify JP-Automotive for any and all damages arising from it, including any contractual penalties or other sanctions to which the JP-Automotive will be requested for payment by a third party and which incurred as a direct or indirect result of the delay of the Supplier.

ARTICLE 11 SETTLING-OFF/PROHIBITION OF A TRANSFER OF A RECEIVABLE AND ESTABLISHMENT OF LIENS

- 11.1 JP-Automotive shall be entitled to settle-off any claim, also the undue one, of the other Contracting Party, against any of the JP-Automotive's claim.
- 11.2 Supplier shall not be entitled to settle-off his claim against any claim of JP-Automotive.
- 11.3 Contracting Party shall not be entitled to transfer any claim or obligation based on the Contract to a third party and/or to establish a pledge right or any lien or to it carry out or allow execution of any transaction resulting in the change in the person of the Contracting Party without the prior written consent the other Contracting Party.

**ARTICLE 12
APPLICABLE LAW AND JURISDICTION**

- 12.1 The legal relationship established by the Contract shall be governed solely by the legal regulations of the Slovak Republic even in the case where Act no. 97/1963 Coll. on International Private and Procedural Law as amended, regulation (EC) no. 593/2008 on the Law Applicable to Contractual Obligations (Rome I) or another legal norm, act or international treaty governing the choice of applicable law, do not define the law of the Slovak Republic as the applicable law. Application of any provision of any legal norm of the Slovak Republic or the European Union, unless it is a mandatory provision, is expressly excluded in cases when it may change the meaning or purpose of any provision of the Contract.
- 12.2 The disputes arising from or in connection with the Contract or legal relationship established by the Contract shall be resolved by a competent court in the Slovak Republic. The competent court shall be the District Court of Trnava, Hlavná 49, 917 83 Trnava, Slovak Republic, if according to the Act no. 97/1963 Coll. on International Private and Procedural Law as amended, according to the Council Regulation (EC) no. 44/2001 on Jurisdiction and the Recognition and Enforcement of Judgments in Civil and Commercial Matters or according to the another legal norm, act or international treaty governing the jurisdiction of courts for disputes with a foreign element, the Court of the Slovak Republic would not be competent.

**ARTICLE 13
INTELLECTUAL PROPERTY LAW AND PROTECTION OF CONFIDENTIAL INFORMATION**

- 13.1 JP-Automotive by providing Technical Specifications entitles the Supplier in the form of a limited non-exclusive license, or sub-license, to exercise the rights of intellectual property which are in connection with the Technical Specifications. The Supplier is entitled to use the granted license, or sub-license, only in connection with the production of the Goods for JP-Automotive. License or sub-license lasts only for the duration of the Contract. JP-Automotive grants the license, or sub-license, to the Supplier free of charge.
- 13.2 The Supplier declares that the Goods do not infringe any intellectual property rights of a third party, unless these rights have been violated by JP-Automotive by providing Technical specifications and the Supplier could not have known of such infringement even by exercising professional care. The Supplier declares that if the object of his fulfilment is a subject of the protection of industrial property or copyright, the Supplier provided, free of charge, JP-Automotive with consent to its use to the extent and form in which such an object is usually used. In the event that the object of his fulfilment is the subject of industrial property or copyright of a third party, provides, at its own expense and responsibility, the JP-Automotive with a consent of such third party for its use and to the extent and form in which such an object is usually used.
- 13.3 The Parties shall maintain the confidentiality of the Confidential Information, unless otherwise stipulated by these Terms and Conditions or the laws of general application indicate otherwise.
- 13.4 The Confidential Information shall be neither used by one Contracting Party or a third party nor disclosed to a third party without the express prior written consent of the other Contracting Party, unless otherwise stipulated by the Contract or these Terms and Conditions. Legal representatives, tax advisors or auditors of the Contractual Party are not considered as a third party because of their duty of confidentiality on the basis of generally binding legal regulations or under contract.
- 13.5 The obligation to maintain the confidentiality of the Confidential Information shall not apply to:

- (i) information publicly known on day of the conclusion of the Contract or information that may be obtained from commonly available information resources on day of the conclusion of the Contract;
 - (ii) information that will become publicly known after the conclusion of the Contract, or information that will be obtained from commonly available information resources after the conclusion of the Contract;
 - (iii) cases where, on the basis of generally binding regulations or under an obligation imposed by the procedure in accordance with generally binding legal regulations, the Concluding Party must provide the Confidential Information. In this case, the Contracting Party concerned shall forthwith inform the other Contracting Party of the obligation to provide the Confidential Information stating also the extent of this obligation.
- 13.6 As a violation of the obligation to maintain the confidentiality of the Confidential Information is not considered the necessity of the use of the Confidential Information in cases of judicial, arbitral, administrative or other proceedings conducted for the purpose of the exercise of rights under the Contract.
- 13.7 If the Contracting Parties conclude a separate contract protecting the Confidential Information, such contract shall have precedence over the provisions of these Terms and Conditions, if this contract provides broader protection of the Confidential Information.

ARTICLE 14 WITHDRAWAL AND TERMINATION

- 14.1 In the case that any of the Supplier's declaration referred to in these Terms and Conditions proves to be false, incomplete or misleading, JP-Automotive shall be entitled to withdraw from the Contract at any time.
- 14.2 Each of the Contracting Parties shall be entitled to withdraw from the Contract, if the other Contracting Party breach or is breaching the obligations under the Contract, unless any correction takes place after prior written notice to the other Contracting Party.
- 14.3 Withdrawal shall become effective on the day of its delivery to the other Contracting Party.
- 14.4 Withdrawal from Contract shall not affect the right of JP-Automotive to compensation for damages and the payment of contractual penalty.
- 14.5 Each of the Contracting Parties shall be entitled to terminate the Contract by notice. The notice period is 3 (three) months, starting as of the first day of the calendar month following the month in which the notice was delivered to the other Contracting Party. Termination of Contract shall not affect the Supplier obligation to deliver and/or to produce and/or to transport of the Goods according to the Order accepted by the Supplier before termination of the Contract.

ARTICLE 15 COMMUNICATION

- 15.1 Any announcements and other necessary and/or any other correspondence performed in accordance with these Terms and Conditions and the Contract shall be made in writing, unless the Contracting Parties agree otherwise.
- 15.2 The announcements and/or any other correspondence may be delivered as follows:

- (i) personally with a written confirmation of receipt given by the addressee, or
 - (ii) by courier, or
 - (iii) by post, or
 - (iv) by fax, or
 - (v) by e-mail,
- by using the contact details provided in the Order, or other contact details, notified between the Contracting Parties in accordance with the above.
- 15.3 For the purposes of these Terms and Conditions the announcements and/or any other correspondence shall be deemed to be delivered on the day of:
- (i) delivery, if they are delivered personally,
 - (ii) delivery confirmation by the addressee, if they are delivered by the courier or
 - (iii) delivery confirmation by the addressee, if they are delivered by post or
 - (iv) confirmation of the transmission of the fax report, if they are delivered by fax or
 - (v) confirmation on the sending of the e-mail, if they are delivered by e-mail or
 - (vi) refusal of receipt of announcement and/or any other correspondence.
- 15.4 In case of any doubt about the receipt of the announcement, the announcements shall be deemed delivered upon expiration of the collection period for picking up the announcement in the postal carrier Slovak Post, with registered seat in Partizánska cesta 9, 975 99 Banská Bystrica, company ID: 36 631 124.

ARTICLE 16 FINAL PROVISIONS

- 16.1 These Terms and Conditions shall become valid and enter into force on January 1, 2015, repealing and replacing any and all previously valid and effective Terms and Conditions of JP-Automotive regulating the same or similar legal relations as the legal relations regulating by these Terms and Conditions.
- 16.2 These Terms and Conditions may be amended anytime by JP-Automotive, and the notification of amendment shall be delivered to the Supplier at least 15 (fifteen) days before effectiveness of the amendment of the Terms and Conditions. If the Supplier disagrees with such changes, it shall be entitled to withdraw from any Contract before the entry of the amendment into force. Amended Terms and Conditions shall be accessed by JP-Automotive on its website <http://www.jp-automotive.com>.
- 16.3 The legal relationship not expressly governed by these Terms and Conditions shall be governed by the provisions of the Commercial Code and other respective legal regulation of the Slovak Republic.
- 16.4 These Terms and Conditions are executed in the Slovak, English and German language. In the event of discrepancy between the different language versions, the version sent to the Supplier with the first Order shall prevail.
- 16.5 Provided that any provision of these Terms and Conditions would be according to valid legal regulation unenforceable and/or invalid, it shall be ineffective only within the extent of such unenforceability and/or invalidity and other provisions of these Terms and Conditions remain binding and fully valid and effective.