

GENERAL CONDITIONS AND TERMS OF PURCHASE (Version 2019) of Nemak Czech Republic s.r.o.

1. The present General Conditions and Terms of Purchase (hereinafter referred to as the "Conditions and Terms", or "Terms") regulate the relationship set up under supplies of goods or provision of services (hereinafter referred to as "Supply") by entities in their capacity as sellers, contractors, shippers or lessors, or in a similar capacity (hereinafter referred to as "Supplier"), for Nemak Czech Republic s.r.o. (hereinafter referred to as "Customer") and are binding upon the legal relationships set up between the parties (hereinafter referred to as "Contract") and all business contacts between them. The legal relationships are and shall continue to be governed by Czech law. Any derogating arrangements made in writing between the Supplier and the Customer (hereinafter collectively referred to as "parties") shall prevail over the provisions of the present Conditions and Terms. The Conditions and Terms are enacted as part of the Contract and shall prevail over the business practices insofar as the determination of the rights and obligations resulting from or associated with the Contract is concerned. The parties hereby preclude the application of any general or commercial conditions and terms, payment terms or other conditions and terms of the Supplier unless stipulated otherwise in writing under the Contract.
2. The Contract shall generally be deemed executed (concluded) between the Customer and the Supplier (i) following a written order placed by the Customer or its written acceptance by the Supplier, (ii) following a written order placed by the Customer and execution of such an order by the Supplier, (iii) following conclusion of a written contract between the parties. By concluding the Contract, regardless of the method applied, the Supplier declares to be familiar with and accept the present Conditions and Terms. The Conditions and Terms shall continue to apply until all rights and obligations between the Supplier and the Customer are fully cleared. The Customer hereby informs the Supplier that all offers or proposals to enter into the Contract received shall be also assessed in terms of the energy performance, if consumption of energy (electricity, gas, compressed air, fuel, etc.) is assumed for the offered solution.
3. The Customer shall generally place orders (hereinafter referred to as "Orders") by in electronic form (e-mail). An Order is generally preceded by the Supplier's price offer or price quote provided against a non-binding enquiry placed by the Customer. An order must contain the following essentials: trade name (or company name), registered office and ID/VAT No. of the Customer, or any other contact data related to the Customer; trade name (or company name), registered office and ID/VAT No. of the Supplier; identification of the requested Supply, i.e. the deliverables and the quantity thereof (including--where relevant--any related services or related deliverables), delivery terms (e.g., place and date of delivery, or the time-limit for delivery), and name of the person responsible for the reception of the Supply, where relevant, and any other specific requirements for the Supply.
4. Where the Supplier finds out that they will not be able to comply with the conditions of the Supply or any other conditions stipulated under the Contract, they must promptly inform the Customer thereof in writing and take any action to redress the situation and prevent or minimise any damage. The Supplier is liable to the Customer for any damage caused by their breaching of the Contract and/or non-compliance with the conditions of the Supply.
5. The place of performance is the Customer's registered office unless stipulated otherwise under the Contract. The Supply shall be deemed completed once the Customer confirms its completion using an agreed-upon or a customary method. The Supplier is responsible for delivering the goods and/or providing the services in such a quantity and at such a level of quality and workmanship as has been determined under the Contract, and for ensuring the goods in transport are provided with appropriate packaging as specified under the Contract, or failing that, with regular packaging that is appropriate and adequate in terms of providing ample protection of the goods. The Customer may not take over a Supply that exhibits any defects or backlog. The Supplier must comply with all national or international or foreign legal regulations related to the subject of the Contract or Supply, as well as any technical regulations and norms, standards in force and agreed-upon technical specifications, safety regulations and recommendations related to the Supply, etc. The Supplier must provide the Customer with all information necessary for the Customer to take over, handle and use the Supply in accordance with the applicable legal and other regulations, standards and/or binding recommendations for using the goods and services, so that no infringement of any third party rights occurs. As part of the Supply, the Supplier must transmit to the Customer any documents required for the proper use and operation of the subject of the Supply (user instructions, declarations of conformity, certificates, attestations, etc.).
6. The Customer may, but is not obligated to, take over Supplies that exhibit defects and/or backlog. Taking over a Supply with defects/backlog shall be without prejudice to any default by the Supplier. The Supplier shall provide the Customer with quality warranties in respect of the Supplies. The warranty term is 24 months unless the parties agree otherwise in writing. The warranty term shall start on the day the Supply is completed (once the supplied goods or work are taken over, services provided, etc.). Where the Supplier removes any defects in the Supplies, the Supplier shall provide a quality warranty in respect of the repairs or replacement goods used, any replacement parts and other items provided as part of the repairs and items used when removing any defects, as well as in respect of the work they completed while removing the defects, etc., subject to the same scope as was the case for the quality warranty in respect of the entire Supply.

7. Upon Customer's request, the Supplier shall allow the Customer to check /to inspect the conditions of the Supply preparation and execution, i.e. the production of the requested goods, work status and progress, etc. If this obligation is breached, the Customer may claim a contractual penalty of CZK 5,000 per occurrence. If regular or repeated Supplies are envisaged, the Supplier must, at the Customer's request and to the extent appropriate and at their own expense, provide a trial supply to the Customer sufficiently in advance.
8. Unless otherwise expressly agreed in the Contract that the Supply shall be carried out in paid returnable packaging, it is understood that the packaging is not returnable, and that the Customer does not have to pay any other fees than as agreed in the Contract. If agreed in the Contract that the Supply is to be carried out in returnable packaging, the Supplier shall indicate in the delivery note and invoice that the returnable packaging is included in the Supply, and that the price of the returnable packaging is invoiced to the Customer. The Supplier must promptly buy such returnable packaging back from the Customer, at the latter's request furnished within 3 months of the handover of the Supply concerned, at a price identical to that previously invoiced to the Customer, or - where relevant - reduced by the value of any wear-and-tear, unless such wear-and-tear has been provided for in the written Contract. The Supplier must advise the Customer of each specific Supply and of the delivery in advance (by providing an advance note). The Supplier must duly identify each Supply with the exact name and full address of the Customer, Contract Reference (Order Reference, for in respect of which the Contract has been concluded) on the outer side of the packaging. In all documents and correspondence (waybills, advice notes, dispatch notes, delivery notes, etc.), the Supplier must always give the full name (trade name) and full address of the Customer, their ID No. and Contract/Order Reference, based on which the Contract has been concluded. If the Supplier pools clusters goods that are to be supplied under several separate Contracts with the Customer within a single consignment, they must give a separate prior notice for each Supply, but charge them all via a single aggregate invoice unless agreed otherwise. The Supplier must deliver to the Customer all documents required for the proper take-over of the goods supplied (delivery note, packing note, bill of lading, etc.) at the latest along with the Supply of the Goods. If the Customer uses any of the INCOTERMS terms in the Order without any further specification, i.e. if any of the common abbreviations is used, for example EXW, FCA, etc., even if this information is not expressly specified, it applies that this is a clause of the INCOTERMS 2010 interpretation rules, drafted by the International Chamber of Commerce in Paris. Unless stipulated otherwise under the Contract, each Supply shall be deemed subject to DAP registered office of the Customer.
9. The Supplies shall be subject to the prices indicated in the Contract, or those figuring in the Supplier's standard pricelists, as in force on the day of delivery of the Customer's Order to the Supplier. If neither of them are available, the usual prices at the given place and time apply. Unless expressly stipulated otherwise, each price includes all costs incurred by the Supplier in association with the Supply (i.e., transport expenses, taxes and fees, packaging fees, etc.).
10. The price of the Supply is payable upon delivery, against an invoice to be issued by the Supplier. After a documented take-over of the Supply, the Supplier may issue an invoice to charge the price of the Supply; each invoice must contain the essentials of a proper accounting and tax document as specified under the relevant legal regulations of the Czech Republic. The payment term is 60 days from invoice delivery, unless otherwise agreed in the Contract. The Supplier must attach to each invoice a copy of the takeover certificate related to the Supply, undersigned by the Customer, and indicate in the invoice the Contract/Order Reference, based on which the Contract has been concluded and which relates to the invoiced price of the Supply, as well as the relevant bank details, i.e. name and address of the bank including the country, Swift (BIC) code and IBAN for payments in foreign currencies; otherwise the invoice shall not be deemed compliant; where specified by the Customer, this obligation may be deemed complied with if only some of the above data are provided. An incorrect or incomplete invoice may be returned by the Supplier for a revision/addition. If an invoice is returned for a legitimate reason, the Customer is not obligated to make the invoiced payment; the Customer is not and will not be deemed in default and the new payment term shall start upon delivery of a revised/added-to invoice to the Customer. If the Customer occurs in default of payment of any invoice, the Supplier may request interest on late payment as provided for by the law. The Supplier shall send invoices by electronic mail to the following address: invoiceonly.czr@nemak.com. Should an invoice be sent to a different address, it shall not be regarded as properly delivered.
11. Under no circumstances may the Supplier retain, or establish a lien or any other securing right (whether in favour of themselves, or of any third party) to, the Supply (the goods comprising the Supply) or any other items pertaining to the Customer, which the Supplier keeps for any reason whatsoever, or items that have been entrusted to the Supplier by the Customer, or items which the Customer has authorised the Supplier to use, or items the Supplier may handle in any other way for any reason whatsoever, due to the existence of any receivables from the Customer. Any mutual receivables the parties may have between them shall be settled by a bank transfer; the validity of and the possibility to set off any mutual receivables as a form of payment shall be conditional upon the Customer's written consent in any specific case. Any receivables from the Customer must not be assigned or pledged unless a prior written consent is obtained from the Customer.
12. Any information regarding the Customer's organizational, business, personnel and production matters, obtained by the Supplier during the performance of and in relation to the Supply, shall be treated as confidential by the Customer and as Customer's business

secret according to the Civil Code, and therefore the Supplier who was given the confidential information must not disclose it to a third party, nor use it, contrary to their purpose, for themselves or for a third party. Unless stipulated otherwise in writing by the Customer, the Supplier may only use such confidential information with a view to properly executing the Contract and the Supplier's obligations inherent therein in a timely fashion. The Customer may request that the Supplier subject their employees and subcontractors to the same confidentiality obligation in respect of the confidential information they come across and that the Supplier provide documentary proof to that effect. The Supplier understands that personal data of employees, workers, members of bodies and other natural persons who participated, participate and will participate in the preparation, conclusion and/or performance of the Contract, etc., or other persons (hereinafter referred to as the "Persons Concerned") may be provided by the Customer in relation to this Contract and/or performance hereof, for example for the purpose of providing contact details for the communication with a Party, identification of party's responsible persons and/or representatives in contractual, business, technical or other matters, persons authorized to ensure the performance of the Contract and/or individual activities in relation to this Contract and/or performance hereof, etc. The Supplier undertakes to process the personal data provided/disclosed in relation to the Contract in accordance with the applicable Personal Data Protection (Processing) Act and other regulations regulating the protection and processing of personal data (for example GDPR – the General Data Protection Regulation, the applicable Personal Data Processing Act, etc.). The Supplier is not entitled to use the personal data provided for any other purpose than as detailed in the Contract and for the performance hereof. The Supplier undertakes to take any technical and organisational measures to ensure the protection of personal data, and to prevent any unauthorised or accidental access to personal data, or modification, destruction or loss thereof, or any unauthorised transmission, processing or any other misuse.

13. In case of any doubts regarding the content of the Contract or specific parts thereof, which may not be removed otherwise, such legal action will be interpreted with an account taken of the purpose of the Contract and of the business practices normally applied by the Customer, unless the present Conditions and Terms imply otherwise. The parties undertake to do their best to settle any disputes or discrepancies amicably in the first place. Unless an amicable agreement is reached, the dispute shall be referred to arbitration. The parties agree that any disputes that may arise out of the Contract and/or the present Conditions and Terms, or in association with them, shall be definitely resolved by a senate consisting of three members under arbitration held at the Arbitration Court attached to the Economic Chamber of the Czech Republic and the Agricultural Chamber of the Czech Republic, with its seat in Prague, in accordance with the Arbitration Code and Rules of Procedure of this Court. The parties undertake to comply with all obligations imposed upon them under the arbitration award within the time limits set therein. The agreement on the arbitration clause contained in the present paragraph shall be without prejudice to the right of either party to enforce their own claims from the other party under proceedings held before general courts. **Whether any specific claim will be enforced under arbitration or under proceedings held before general courts shall be decided by the party enforcing the claim and initiating the proceedings with their submission.**
14. The Supplier as the provider of taxable performance undertakes to notify the Customer as the recipient of the taxable performance about the occurrence of all circumstances that could lead to Client's liability for unpaid tax under Section 109 of Act No. 235/2004 Coll., on value added tax, as amended (hereinafter referred to as the "VAT Act"). The Supplier shall compensate the Customer for any damages incurred as a consequence of failure to fulfil this obligation. This particularly concerns VAT which the Customer paid as a person liable for the tax instead of the Supplier upon request from the Tax Administrator, including any ancillary rights and any other provably related costs. If, under Section 109 (3) of the VAT Act, the fact that the Supplier is an unreliable taxpayer is published by the Supplier in a manner enabling remote access, the Customer is entitled to terminate this Contract with effect from the date of delivery of the notice of termination to the Supplier, unless a longer period is set in the notice. The bank transfer of the price under this Contract shall be carried out by the Customer only into a bank account managed by the provider of payment services in the Czech Republic, provided that this is the Supplier's bank account published by the Tax Administrator in a manner enabling remote access under Section 98 of the VAT Act. If a) the Supplier notifies the Customer of a bank account for payment of the price which shall be an account managed by a provider of payment services abroad, or another account than the Customer's account published by the tax administrator in a manner that allows remote access, or b) the fact that the Supplier is an unreliable payer is published in a manner that allows remote access according to Section 109 (3) of the VAT Act, the Customer is entitled to pay the price only in the amount that equals to the tax base to the Supplier and the balance, equal to the applicable VAT, shall be paid to the relevant tax administrator, using the procedure according to Section 109a of the VAT Act. If the Customer pays VAT to the tax administrator instead of the Contractor pursuant to Section 109a of the VAT Act, the payment shall be considered due payment of a part of the agreed price under the Contract.
15. The Customer hereby notifies the Supplier of the fact that they have a vested interest in ensuring the required deadlines, time limits and times for the proper delivery of the Supply are complied with and that any delay or improper performance by the Supplier may lead to damage to Customer's property in association with and as a result of sanctions imposed upon the Customer by their business

partners (contractual fines, etc.), as well as to the fact that the Customer may claim compensation in respect of any such and other damage from the Supplier. The Customer must take any action to ensure each Supply is properly delivered on time.

16. The Supplier must notify the Customer in advance as soon as they find out they will not be able to properly complete any Supply, or complete it on time, regarding the reasons of the expected delay/default, regarding the date, by which they will realistically be able to deliver the Supply, and regarding all circumstances related thereto, and take any action to prevent damage on the part of the Customer. The Supplier's notification obligation under the previous sentence shall be without prejudice to their obligation to properly execute the Supply on time and to their liability for the proper and timely delivery of the Supply, for any default in the delivery of the Supply and the ensuing consequences. The Supplier shall further inform the Customer of the amount of any extra costs the Supplier has had to incur in order to provide for the proper and timely delivery of the Supply whenever their failure to expend such extra costs could jeopardise the originally set delivery date and, by inference, the Customer's production cycle. Unless expressly stipulated otherwise and except for where such extra costs become necessary due to reasons demonstrably and exclusively attributable to the Customer, the Supplier shall not be entitled to any compensation for such extra expenses and the extra expenses shall be borne by the Supplier in their entirety.
17. The contractual relationship established by virtue of, but not regulated under the Contract shall be governed by the present Conditions and Terms and by the rules for external companies operating within the Customer's site (the "Rules"), available at <http://www.nemak.com/library.aspx#Library>.
18. The Supplier undertakes to train their employees and workers they will task to meet the Supplier's obligations under the Contract, or third parties they will assign to the Customer in accordance with the requirements inherent in the Rules.
19. The Customer informs the Supplier that they have set up a transparency line, at which it is possible to report any infringements of the rules of transparency under the Customer's relationship with other entities or employees. For details go to: http://www.alfa.com.mx/CONT/transparencia_ce.htm
20. The Customer hereby informs the Supplier that in relation with this order and the contractual relationship established on the basis thereof, the Customer as the Controller shall process the personal data of the Supplier, contractual partners and/or persons representing them, as well as personal data of persons who were/will be notified to the Controller (for example contact persons, etc.). The Customer states that in compliance with the General Data Protection Regulation - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as the "General Data Protection Regulation"), as well as the Personal Data Processing Act, the Customer aims to ensure the protection of personal data of data subjects, to give them an opportunity to get reliable information on processing of their personal data and to raise objections against improper processing or misuse thereof. The Controller shall process the personal data that are necessary for handling orders, establishment of a legal relationship with the contractual partner (Supplier), and performance of the obligations arising under the Contract and resulting contractual relationship, as well as the personal data required for further implementation of Controller's business activities. The purpose of the processing is the implementation of the Controller's business activities, concluding contracts, and proper performance of Controller's obligations. The Controller's legitimate interest with respect to processing of personal data is also the processing done to check whether a data subject – contractual partner is not a person subject to international sanctions, and is not on the sanctions lists, therefore to prevent a possible violation of duties of natural and legal persons when international sanctions are imposed in order to maintain or renew international peace and security, to protect the basic human rights, and to fight against terrorism, and to prevent imposition of a sanction for an administrative delict in this relation. Personal data shall be collected from contractual partners, or from public resources. Personal data shall be processed for the entire duration of the contractual relationship and till all resulting obligations are performed. Furthermore, the Customer keeps the personal data for a period required to protect their legitimate interests.

The Customer also asks the Supplier to perform the statutory duties relating to the protection of personal data with respect to the data the Customer will provide to the Supplier.

Should one of the parties process personal data for the other party as the controller, a Personal Data Processing Agreement shall be concluded for this purpose.

The present Conditions and Terms of Purchase come into force on **November 1st, 2019**.