

## GENERAL TERMS AND CONDITIONS OF COMMERCIAL SALE OF LEADER GASKET TECHNOLOGIES S. R. O.

### 1. Offer, confirmation or agreement

These Terms and Conditions apply to and form an integral part of all quotations and offers made by the company Leader Gasket Technologies s. r. o., with its registered seat at Pšurnovická 1026, 014 01 Bytča, registration number 47 404 973, registered in the Commercial Register of the District Court Žilina, section Sro, insert no. 61845/L ("LGT"), all acceptances, acknowledgements and confirmations by LGT of any orders by Customer and any agreements ("Agreement(s)") regarding the sale by LGT and purchase by Customer of goods and services ("Products"), unless and to the extent LGT explicitly agrees otherwise in writing.

Any terms and conditions set forth on any document or documents issued by Customer either before or after issuance of any document by LGT setting forth or referring to these Terms and Conditions are hereby explicitly rejected and disregarded by LGT, and any such terms shall be wholly inapplicable to any sale made by LGT to Customer and shall not be binding in any way on LGT.

LGT's offers are open for acceptance within the period stated by LGT in the offer or, when no period is stated, within thirty (30) days from the date of the offer, but any offer may be withdrawn or revoked by LGT at any time prior to the receipt by LGT of Customer's acceptance thereof.

### 2. Pricing

Prices in any offer, confirmation or Agreement are in Euros, based on delivery Ex-Works (INCOTERMS latest version) LGT' manufacturing facility or other facility designated by LGT, unless agreed otherwise in writing between Customer and LGT and do not include any taxes, duties or similar levies, now or hereafter enacted, applicable to the Products or any other expenses. LGT will add taxes, duties and similar levies to the sales price where LGT is required or enabled by law to pay or collect them and these will be paid by Customer together with the price.

### 3. Payment

(a) Unless agreed otherwise between LGT and Customer in writing, LGT may invoice Customer for the price of the Products delivered upon delivery of the Products in accordance with the applicable INCOTERM. Net payment is due within thirty (30) days of date of invoice unless agreed otherwise between LGT and Customer in writing. All payments shall be made to the designated LGT address. If deliveries are made in installments, each installment may be separately invoiced and shall be paid for when due. No discount is allowed for early payment unless agreed to in writing by LGT.

(b) All deliveries of Products agreed to by LGT shall at all times be subject to credit approval of LGT. If, in LGT' judgment, Customer's financial condition at any time does not justify production or delivery of Products on the above payment terms, LGT may require full or partial payment in advance or other payment terms as a condition to delivery, and LGT may suspend, delay or cancel any credit, delivery or any other performance by LGT.

(c) In the event of any default by Customer in the payment of any fees or charges due, or any other default by Customer, LGT shall have the right to refuse performance and/or delivery of any Products until payments are brought current and LGT may suspend, delay or cancel any credit, delivery or any other performance by LGT. Such right shall be in addition to, and not in lieu of, any other rights and remedies available under the Agreement or at law.

### 4. Delivery and quantities

(a) Products shall be delivered Ex-Works (INCOTERMS latest version) as designated by LGT, unless otherwise agreed in writing. Delivery dates communicated or acknowledged by LGT are approximate only, and LGT shall not be liable for, nor shall LGT be in breach of its obligations to Customer, for any delivery made within a reasonable time before or after the communicated delivery date. LGT agrees to use commercially reasonable efforts to meet the delivery dates communicated or acknowledged by it on the

condition that Customer provides all necessary order and delivery information sufficiently prior to the such delivery date.

(b) Customer will give LGT written notice of failure to deliver and thirty (30) days within which to cure. If LGT does not deliver within such thirty (30) day period, Customer's sole and exclusive remedy is to cancel the affected and undelivered portions of the related Agreement.

(c) Title in the Products shall pass to Customer upon payment in full of the purchase price, including any interest and/or expenses in respect thereof and (to the extent permitted by applicable law) payment in full of any other Products Customer has ordered and/or payment of any claim in connection with or arising out of the Agreement. Until title in the Products has passed to Customer, Customer shall not assimilate, transfer or pledge any of the Products, or grant any right or title in the Products to any third party, except in the event such right or title is granted in normal course of business. Customer shall ensure that the Products remain identifiable as Products obtained from LGT. Customer shall at all times grant LGT (or its representative) free access to the location where Customer has stored the Products. In the event Customer does not fulfill its payment obligations towards LGT, or gives reason to believe that it will not fulfill any or part of its payment obligations, Customer is obliged at LGT' request to return to LGT, at Customer's cost, the Products in which the title has not yet passed and Customer agrees to fully cooperate with LGT in order to enable LGT (or its representative) to collect its Products. Risk of loss in the Products shall pass to Customer upon LGT' delivery in accordance with the applicable INCOTERMS.

### 5. Force majeure

LGT shall not be liable for any failure or delay in performance if:

- (i) such failure or delay results from interruptions in the Product manufacturing process; or
- (ii) such failure or delay is caused by Force Majeure as defined below and/or by (case) law.

In case of such a failure as set forth above, the performance of the relevant part(s) of the Agreement will be suspended for the period such failure continues, without LGT being responsible or liable to Customer for any damage resulting therefrom.

The expression "Force Majeure" shall mean and include any circumstances or occurrences beyond LGT' reasonable control - whether or not foreseeable at the time of the Agreement - as a result of which LGT cannot reasonably be required to execute its obligations including force majeure and/or default by one of LGT' suppliers. In the event that the Force Majeure extends for a period of three (3) consecutive months (or in the event that the delay is reasonably expected by LGT to extend for a period of three (3) consecutive months), LGT shall be entitled to cancel all or any part of the Agreement without any liability towards Customer.

### 6. Intellectual Property Rights

Subject to the provisions set forth herein, the sale by LGT of any goods implies the non-exclusive and non-transferable limited license to Customer to use and resell the goods as sold by LGT to Customer.

To the extent that documentation is embedded in or delivered with any goods sold by LGT to Customer, the sale of such goods shall not constitute the transfer of ownership rights or title in such documentation to Customer, but, subject to the provisions set forth herein, shall only imply a non-exclusive and non-transferable license to Customer to use documentation in conjunction with and as embedded in or delivered with the goods as supplied by LGT to Customer.

Notwithstanding anything to the contrary herein, these Terms and Conditions shall not be construed as conferring any right, license or immunity, either directly or by implication, or otherwise to Customer or any third party under any intellectual property rights of any third party other than explicitly granted under these Terms and Conditions.

### 7. Limited warranty and disclaimer

(a) If the Customer fails to check the Products, or fails to have the Products checked at the time when the risk of damage is transferred, then claims ensuing from defects that could have otherwise been detected during this check may only be asserted when it is proven that the Products had already suffered from such defects at the time when the risk of damage to the Products was transferred.

(b) LGT warrants that under normal use the Products shall, at the time of delivery to Customer and for a period of twelve (12) months from the date of delivery be free from defects in material or workmanship and shall substantially conform to LGT's specifications for such good, or such other specifications as LGT has agreed to in writing, as applicable. Labor costs, (de)mounting and/or (de)installation are excluded from this warranty. LGT's sole and exclusive obligation, and Customer's sole and exclusive right, with respect to claims under this warranty shall be limited, at LGT' option, to (1) repair or (2) provide a replacement of the defective or non-conforming Product or (3) to an appropriate credit for the purchase price thereof. LGT will have a reasonable time to repair, replace or credit. LGT is entitled at its option to replace the defective or non-conforming Product(s) with a product that has minor deviations in design and/or specifications not affecting the functionality of the agreed Product(s). The non-conforming or defective Products shall become LGT' property as soon as they have been replaced or credited.

(c) Customer may ship Products returned under warranty to LGT's facility. Where a warranty claim is justified, LGT will pay for freight expenses. Customer shall pay for returned Products that are not found to be defective or non-conforming together with the freight, testing and handling costs associated therewith.

(d) Notwithstanding the foregoing, LGT shall have no obligations under warranty if the alleged defect or non-conformance is found to have occurred as a result of environmental or stress testing, misuse, use other than as set forth in the applicable user manual, neglect, improper installation or accident, or as a result of improper repair, alteration, modification, storage, transportation or improper handling.

(e) Subject to the exclusions and limitations set forth in Section 9 of the Terms and Conditions, the foregoing states the entire liability of LGT and its affiliates in connection with defective or non-conforming Products supplied hereunder.

### 8. Intellectual property rights indemnity

(a) LGT, at its sole expense, shall: (i) defend any legal proceeding brought by a third party against Customer to the extent that the proceeding includes a claim that any Product as furnished by LGT under an Agreement directly infringes the claimant's patent, copyright, trademark, or trade secret; and (ii) hold Customer harmless against damages and costs awarded by final judgment in such proceeding to the extent directly and solely attributable to such infringement.

(b) LGT shall have no obligation or liability to Customer under Section (a):

(1) if LGT is not: (i) promptly notified in writing of any such claim; (ii) given the sole right to control and direct the investigation, preparation, defense and settlement of such claim, including the selection of counsel; and (iii) given full reasonable assistance and cooperation by Customer in such investigation, preparation, settlement and defense;

(2) if the claim is made after a period of three (3) years from the date of delivery of the Product;

(3) to the extent that any such claim arises from: (i) modification of the Product if the claim of infringement would have been avoided by use of the unmodified Product; or (ii) design, specifications or instructions furnished by Customer;

(4) to the extent the claim is based directly or indirectly upon the quantity or value of products manufactured by means of the Product or upon the frequency of use or the amount of use of the Product irrespective of whether such claim alleges that the Product as such, or its use, infringes or contributes to the infringement of any intellectual property rights of the claimant; >



- (5) for unauthorized use or distribution of the Product or use beyond the specifications of the Product;
- (6) to the extent any such claim arises from Customer's manufacture, use, sale, offer for sale, importation or other disposition or promotion of the Product after LGT's notice to Customer that Customer should cease any such activity, provided such notice shall only be given if the Product is, or in LGT's opinion is likely to become, the subject of such a claim of infringement;
- (7) for any costs or expenses incurred by Customer without LGT's prior written consent;
- (8) for infringement of any third party's intellectual property rights covering the manufacture, testing or application of any assembly, circuit, combination, method or process in which the Product may have been used, or
- (9) for infringement of any third party's intellectual property rights with respect to which LGT or any of its affiliates has informed Customer, or has published (in a datasheet or other specifications concerning the Product or elsewhere) a statement, that a separate license has to be obtained.

For such claims of infringements referred to in this Section 8(b), Customer shall indemnify LGT and its affiliates against and hold them harmless from any damages or costs arising from or connected with such claims and shall reimburse all costs incurred by LGT and its affiliates in defending any claim, demand, suit or proceeding for such infringement, provided LGT gives Customer prompt notice in writing of any such suit or proceeding for infringement.

- (c) If any Product is, or in LGT's opinion is likely to become, the subject of a claim of infringement as referred to under Section 8 (a) above or if LGT receives from a third party claiming infringement of third party IPR in relation to any of the Products, LGT shall have the right, without obligation or liability and at its sole option, to: (i) procure for Customer the right to continue to use or sell the Product; (ii) provide replacement Product with a non-infringing product, or (iii) modify the Product in such a way as to make the modified Product non-infringing; or (iv) repurchase such Product from the Customer for the initial price paid by Customer less reasonable depreciation; or (v) suspend or discontinue supplies to Customer of the Products or parts to which such notice relates or (vi) terminate any Agreement to the extent related to such Product.
- (d) Subject to the exclusions and limitations set forth in Section 9 of the Terms and Conditions, the foregoing states LGT's entire liability and obligation to Customer and Customer's sole remedy with respect to any actual or alleged infringement of any intellectual property rights or any other proprietary rights of any kind.

#### 9. Limitation of liability

- (a) LGT shall not be liable for damages exceeding damages that LGR envisaged or could have envisaged, as a possible result of the breach of its obligation at the outset of the contractual relationship, with regard to all the facts LGT knew of, or should have known of, if all due care were taken.
- (b) Any Customer's claim for damages must be brought by Customer without undue delay according to the respective provisions of the Slovak Commercial Code.
- (c) The limitations and exclusions set forth above in this Section 9 shall apply only to the extent permitted by applicable mandatory law.

#### 10. Confidentiality

Customer acknowledges that all technical, commercial and financial data disclosed to Customer by LGT and/or its affiliates is the confidential information of LGT and/or its affiliates. Customer shall not disclose any such confidential information to any third party and shall not use any such confidential information for any purpose other than as agreed by the parties and in conformance with the purchase transaction contemplated herein.

#### 11. Export/import controls

Customer understands that certain transactions of LGT are subject to export control laws and regulations, including but not limited to the UN, EU and the USA export control laws and regulations ("Export Regulations"), which prohibit export or diversion of certain products and technology to certain countries. Any and all obligations of LGT to export, re-export or transfer Products as well as any technical assistance, training,

investments, financial assistance, financing and brokering will be subject in all respects to such Export Regulations and will from time to time govern the license and delivery of Products and technology abroad by persons subject to the jurisdiction of the relevant authorities responsible for such Export Regulations. If the delivery of products, services and/or documentation is subject to the granting of an export or import license by certain governmental authorities or otherwise restricted or prohibited due to export/import control regulations, LGT may suspend its obligations and the Customer's/end-user's rights until such license is granted or for the duration of such restrictions or prohibitions. Furthermore, LGT may even terminate the relevant order in all cases without incurring any liability towards the Customer or end-user.

Customer warrants that it will comply in all respects with the export, re-export and transfer restrictions set forth in such Export Regulations or in export licenses (if any) for every Product supplied to Customer. Customer accepts the responsibility to impose all export control restrictions to any third party if the items are transferred or re-exported to third parties. Customer shall take all actions that may be reasonably necessary to ensure that no customer/purchaser or end-user contravenes such Export Regulations. Customer shall indemnify LGT against any and all direct, indirect and punitive damages, loss, costs (including attorney's fees and costs) and other liability arising from claims resulting from Customer's or its customers' breach or non-compliance with this article.

Customer acknowledges that the obligations contained in this Agreement shall survive the termination of any agreement of other arrangement under which the products, software or technology was provided to Customer. In addition, in the event of any conflict in the terms provided in this Agreement with any other document entered into between Customer and LGT, Customer understands that the terms of this Agreement shall control and be binding upon Customer.

#### 12. Assignment and setoff

Customer shall not assign any rights or obligations under the Agreement without the prior written consent of LGT. Customer shall have no right to withhold or reduce any payments or to offset existing and future claims against any payments due for Products sold under the Agreement or under any other agreement that Customer may have with LGT or any of its affiliates may have and agrees to pay the amounts hereunder regardless of any claimed offset which may be asserted by Customer or on its behalf.

#### 13. Anti-bribery

Customer agrees that it now and in future shall comply with national law on prevention of bribery, as well as any other law transforming from ratification of the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions (including the US Foreign Corrupt Practices Act). In general, the law makes it illegal to bribe or make a corrupt payment to an Official for the purpose of obtaining or retaining business, directing business to any person, or securing any improper advantage.

Customer's failure to comply with any provision of this section is grounds for immediate termination of any Agreement by LGT (or its respective affiliate(s)), without LGT incurring any liability towards Customer. In the event of such termination, (i) LGT shall be under no obligation to supply any Product to Customer, (ii) Customer shall be responsible for and indemnify LGT for any damages, claims, penalties or other losses (including attorneys' fees) that may be asserted against or incurred by LGT as a result of Customer's breach of this section; and (iii) LGT shall be entitled to any other remedies available at law or in equity. The terms and conditions of this section shall survive any expiration or termination of this Agreement.

LGT will only do business with those companies that respect the law and adhere to ethical standards and principles. Should LGT receive any information to the contrary, LGT will inform and Customer agrees to cooperate and provide whatever information is necessary to allow LGT to decide whether there is any basis to any allegation received and whether the Agreement should continue. Such information includes, but is not limited to, books, records, documents, or other files.

#### 14. Governing law

All offers, confirmations and Agreements are governed by and construed in accordance with the laws of the Slovak Republic. All disputes arising out of or in connection with any Agreement shall first be attempted by Customer and LGT to be settled through consultation and negotiation in good faith in a spirit of mutual cooperation. All disputes which cannot be resolved amicably shall be submitted in case of international sales to the exclusive jurisdiction of Slovak courts competent in the place of seat of LGT, provided that LGT shall always be permitted to bring any action or proceedings against Customer in any other court of competent jurisdiction.

#### 15. Breach and termination

Without prejudice to any rights or remedies LGT may have under the Agreement or at law, LGT may, by written notice to Customer, terminate with immediate effect the Agreement or any part thereof without any liability whatsoever, if:

- (a) Customer violates or breaches any of the provisions of the Agreement;
- (b) any proceedings in insolvency, bankruptcy (including reorganization) liquidation or winding up are instituted against Customer, whether filed or instituted by Customer, voluntary or involuntary, a trustee or receiver is appointed over Customer, or any assignment is made for the benefit of creditors of Customer; or
- (c) the control or ownership of Customer changes.

Upon occurrence of any of the events referred to above, all payments to be made by Customer under the Agreement shall become immediately due and payable. In the event of cancellation, termination or expiration of an Agreement, the terms and conditions destined to survive such cancellation, termination or expiration shall so survive.

#### 16. Miscellaneous

- (a) In the event that any provision(s) of these Terms and Conditions shall be held invalid or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding or action shall not negate the validity or enforceability of any other provisions thereof. In the event that any provision of these Terms and Conditions shall finally be determined to be unlawful or unenforceable, such provision shall be deemed severed from these Terms and Conditions, but every other provision shall remain in full force and effect, and in substitution for any such provision held unlawful or unenforceable, there shall be substituted a provision of similar import reflecting the original intent of the clause to the extent permissible under applicable law.
- (b) The failure on the part of either party to exercise, or any delay in exercising, any right or remedy arising from the Agreement shall not operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy arising therefrom preclude any other or future exercise thereof or the exercise of any other right or remedy arising from the Agreement or from any related document or by law.

*These Terms and Conditions become valid on March 26th, 2018.*

These Terms and Conditions are executed in English and Slovak languages, in case of any discrepancy English version shall prevail.