

**GENERAL PURCHASE TERMS AND CONDITIONS**  
**of Strojírenské kovovýrobní družstvo SKD,**  
**with the registered office at Husova 549, 687 71 Bojkovice,**  
**for supplies and subcontracts**

in accordance with the Act No. 89/2012 Coll., Civil Code, as amended, to simplify the procedure of concluding Purchase Agreements for supplies of raw materials, production materials, services, etc. (hereinafter referred to as the “Goods”)

These General Purchase Terms and Conditions (hereinafter referred to as the “GPTC”) form an integral part of each agreement where Strojírenské kovovýrobní družstvo SKD is a client (hereinafter referred to as the “Client”) and any natural or legal, national or foreign, person is a supplier (hereinafter referred to as the “Supplier”). The acceptance of supplies, performance or their payments, does not constitute any consent with the Supplier’s Business Terms and Conditions.

**I. Agreement conclusion**

Any and all the agreements, orders, call-off orders, as well as their amendments and supplements, shall be in writing to be valid. Any manifestation of will, expressed by a remote data transmission enabling to determine the contents of a task and person who made it, shall be considered as a written form too.

- 1.1 The trade between the Parties is realized based on:
  - a) individual Purchase Agreements, whereas a written order containing at least the data about the quantity and type of Goods, delivery place, delivery method and term, and being confirmed in writing by the Supplier, including the pricing, is considered as a Purchase Agreement too; or
  - b) Framework Agreements with the validity of at least 1 year and the pertaining call-off orders for supplies of Goods.
- 1.2 Unless agreed specifically otherwise, services are also considered as Goods. The Supplier is obliged to settle the Client’s orders within the 100% confirmed Goods, with an admissible deviation pursuant to Clause 2.4 hereof.
- 1.3 Shall the Supplier not confirm the order within 10 working days after its receipt, the Client is entitled to cancel the order. The delivery terms of supplies and term schedules of supplies (so-called call-off orders) shall become binding, unless the Supplier opposes them latest within 36 hours (Monday to Friday) after their receipt.
- 1.4 Any and all the orders and supplies shall be performed based on the Client’s GPTC. Any different terms and conditions – unless specified expressly in the Client’s order – shall not apply. The Client’s GPTC shall apply too if the Client accepts the supply from the Supplier without any reservation though being aware of the different Supplier’s Business Terms and Conditions.
- 1.5 GPTC form an integral part of each agreement/order concluded between the Client and the Supplier and are considered as accepted latest when the order is confirmed by the Supplier.
- 1.6 Any and all the arrangements, oral or written, concluded before signing the agreement by both Parties and concerning the subject matter of a later concluded Purchase Agreement cease to be effective if they have not been included in the Purchase Agreement or if they are not in compliance with these GPTC.

**II. Supply**

- 2.1 The delivery place (hereinafter referred to as the “destination place”) is stipulated based on the Client’s order. The transport to the delivery place is ensured by the Supplier at its own expense, unless agreed otherwise. The risk of damage on Goods shall be transferred to the Client when the Goods are taken over at the delivery place. The Supplier is obliged to insure the transported Goods against all the standard risks, at its own expense.
- 2.2 Any and all the supplies of Goods shall contain a certificate of origin concerning the Goods, their quality, movement, as well as any other identifications, certifications, certificates and documents relating to the Goods, as required by the legal regulations. Each individual supply shall be accompanied with a delivery note that shall be handed over to the Client latest when the Goods are taken over by the Client. The delivery note shall meet at least the following requirements: delivery note indication and number, commercial company, registered office or place of conducting business, Company Identification No. and Tax Identification No. of the Supplier and of the Client, agreement or order number, specific identification of the deliverable, delivery date, number of units in packaging, number of packaging units, number and indication of repeatedly usable packaging, purchase price, transport method, supply destination place and specific identification of the Client’s material. The documents not meeting such requirements shall not be considered as proper delivery notes. In case such requirements are not met, the Client reserves a right not to take over the consignment without paying the price, eventually send it back, whereas in such case the Client is not on default in payment of the price.
- 2.3 Partial supplies as well as performances before the agreed delivery term are not admissible, unless agreed specifically otherwise in writing.

- 2.4 +/- 5% deviations of the supplied Goods are admissible only with a prior express written consent of the Client. However, it is possible to invoice and pay only the really supplied Goods.
- If the Supplier is on default in the supply, the Client is entitled upon a written call for performance, based on which the Supplier was provided with an additional reasonable period for performance and was warned of a possibility to withdraw from the agreement, to withdraw from the Purchase Agreement. The Client is entitled to return the unconsumed already supplied Goods at the Supplier's expense or withdraw only from such part of the agreement concerning only the unsupplied Goods.
- The provisions of Clause 2.5 shall not apply to the supplies of components for mould frames and mould forming inserts. The problematics of delayed supplies of the components for mould frames and mould forming inserts is regulated in paragraph III. Penalty for delayed and defective supplies.
- 2.5 The Client is entitled to ask for compensation in connection with non-keeping of the delivery term by the Supplier. If a contractual penalty has been agreed for case of any delayed supply of Goods, its payment shall not affect the Client's right to require compensation.
- 2.6 The date when the Goods are taken over by the Client is decisive to assess keeping of the agreed delivery term.
- 2.7 The Supplier is obliged to supply the Goods in the required quality, quantity and with the agreed specifications, in accordance with the technical and acceptance conditions (including the packaging), including the samples of Goods approved in advance, if agreed specifically, as well as in accordance with all the legal and technical requirements imposed on the supplied Goods. The Supplier is informed and aware of all its obligations arising from the quality management systems pursuant to ISO 9001, ISO/TS 16949, and from the environmental management system pursuant to ISO 14001. With respect to the Supplier's obligations concerning the quality assurance, the detection of any product defect by the Client or by a third party (especially by the Client's customers and/or other members of a distribution chain) shall be considered as a material breach of the agreement/order and the Client shall be entitled to withdraw from such agreement/order in its entirety. The agreement was significantly breached and the Goods are defective even in case the Supplier supplies to the Client other than the agreed Goods or in case the documentation necessary to use the Goods is defective. The Parties have agreed that should the Supplier supply to the Client a higher quantity of Goods than it has been agreed, the agreement is not concluded for the excessive quantity, in terms of Section 2093 of the Civil Code, even though the Client did not refuse the Goods without undue delay.
- 2.8 Furthermore, the Supplier declares to anticipate the occurrence of damage at the Client in the following forms as a possible consequence of any breach of its obligation to supply the Goods without any defects, with respect to the specifics and traditions in the field of automotive industry:
- (i) Lodgement of claims from the defects on a product which the defective product became part of or accessory to, during its processing or another usage by other members of a manufacturing or distribution chain, by a third party; or
  - (ii) Application of a right to require removal of defects by replacement delivery of the entire supply of products without any defects (entire batch), by the Client's customers and/or other members of a distribution chain.
- 2.9 The Supplier is not entitled to assign the order or its fundamental parts to the third parties (subcontractors) without the Client's prior written consent. If the Client grants its consent, it shall be deemed the Client refuses the Supplier's exemption from its obligations within the assignment and the Client continues to be entitled to ask the Supplier to fulfil the order if the assignee (subcontractor) does not meet the assumed obligations.
- 2.10 The Supplier is obliged to attach a material certification pursuant to ISO EN 10204 3.1 to all the supplies of raw materials and materials marked with the "CC" sign.
- It shall be obvious from the material certification or from an unambiguously attached annex that the supplied Goods with the delivery note number, material number, batch number, were produced from the input material specified in the material certification.
- The EU safety data sheet and technical data sheet shall be also provided for all the raw materials and plastic granules, auxiliary and production substances, in case of the first supply and in case of any changes.
- In addition to that, all the supplies of heat-treated and surface-treated products shall be accompanied with the documents containing the required and measured values of heat and surface treatment.
- 2.11 The Client is entitled to inspect the production at the Supplier, take samples and perform other necessary investigations. This shall be enabled and ensured by the Supplier.

### **III. Penalty for delayed and defective supplies**

- 3.1 If the Supplier is on default in any supply due to a situation caused by the Supplier, the Client is entitled to charge to the Supplier a contractual penalty of 1 % of the order value for each commenced calendar day of delay. The remaining statutory claims of the Client shall remain unaffected. The contractual penalty is due immediately and the Client is entitled to set off the receivable for its payment against the Supplier's receivable for payment of the invoiced price for Goods.
- 3.2 In case defective or incomplete components are supplied, the Client is entitled to repair such defective components either on its own or by means of a third party, and charge the costs incurred in connection with such extra works in the full amount to the

Supplier.

- 3.3 If the agreed delivery terms may not be kept due to the circumstances on the part of the Supplier, the Client is entitled, after expiry of a reasonable period for remedy as stipulated by the Client, regardless any other Client's statutory claims and withdrawal from the agreement, to ask at its discretion for compensation instead of the right from defective performance, eventually to ensure the production of unsupplied Goods either on its own and charge the costs related to such extra works in the full amount to the Supplier, or ensure the performance by a third party at the Supplier's expense. The provisions of Section 1925, New Civil Code, sentence following the semi-colon, shall not apply.
- 3.4 The Client reserves a full right to charge to the Supplier all the costs related to any loss of reputation and goodwill, eventually in the form of a penalty imposed due to any delayed supply or supply of defective Goods.

#### **IV. Prices - Packaging**

- 4.1 The agreed prices are fixed prices for the entire duration of the order. Unless agreed otherwise in writing, the price includes all the costs for packaging, transport, insurance and manipulation up to the agreed destination place (DDP in accordance with INCOTERMS 2010). The price includes also the transport of empty packaging units back to the Supplier.
- 4.2 Even in case no agreement concerning the packaging and transport was concluded, the Supplier is obliged to ensure that it is prevented from any negative affection of the product quality and occurrence of damages on products, by means of the appropriate packaging and transport.
- 4.3 If required by the Client, the Supplier is obliged to take the empty packaging units back free of charge.

#### **V. Payment terms and documentation – Reciprocal set-off**

- 5.1 The Client shall pay the Supplier the purchase price based on properly made invoicing. The invoices shall be delivered to the Client along with the shipment of Goods but separately from the Goods. The Supplier is entitled to issue an invoice only based on the proper takeover of Goods by the Client according to the agreed delivery terms and conditions.
- 5.2 The invoice shall be sent in two written counterparts as a registered letter to the Client's address and shall contain at least the following data: invoice indication, invoice number, commercial company, registered office or place of conducting business, Company Identification No. and Tax Identification No. of the Client and of the Supplier, agreement or order number, exactly described deliverable corresponding to one delivery note, delivery date, delivery note number, Supplier's bank connection, total price, invoiced amount, transport method and delivery place, Supplier's signature, delivery or assembly note signed by the Client, and other data stipulated for a tax document by the legislation. Otherwise, the invoice shall not be considered as a properly issued invoice. The Supplier is responsible for all the consequences caused by non-meeting of such obligations, unless the Supplier proves they have not been caused by the Supplier.
- 5.3 The Client is not on default in payment of the invoice in case the invoice is sent in conflict with the provisions of Clause 5.2 GPTC, until the defects are removed by the Supplier. The Client is entitled to return the invoice and payment documents to the Supplier or suspend its payment due to any error in the content or form. The Client is obliged to inform the Supplier without undue delay.
- 5.4 Unless agreed otherwise, the Client is obliged to pay the purchase price latest on the last day of a month following the supply while deducting a discount of 2 % or paying the net amount within 90 days after the delivery date of Goods to the Client's warehouse, whereas the decision on a payment method pertains to the Client. In case of any premature supplies, the maturity period shall start from the agreed delivery term.
- 5.5 In case of any default in payment of the invoice, the Supplier is entitled to charge to the Client the interests on late payment from the amount due, only at the statutory rate. A day when the amount is credited from the Client's account is decisive to determine the proper performance. The Supplier is entitled to compensation of damage caused by delay, only in the amount exceeding the interests on late payment.
- 5.6 The Client has a right to set-off and withhold any payment within the statutory scope and under the below specified terms. In case of any defect warranty claim, the Client is especially entitled to withhold the payments within a reasonable scope. If the payments for defective supplies have been already made, the Client is entitled to withhold other sums due up to the amount of payments for defective Goods. The Client is not on default in payment of the withheld sums until the warranty claim is properly settled. The Client is also entitled to set off its receivables, that might be considered as unsure or uncertain receivables in the meaning of Section 1987 (2) of the Act No. 89/2012 Coll., as amended, against the Supplier's receivable.
- 5.7 The Supplier is not entitled to assign its receivables towards the Client or towards the third party without the Client's prior consent.
- 5.8 In case the Client finds out the Supplier is an unreliable payer in the meaning of Section 106a of the Act No. 235/2004 Coll., on Value Added Tax (VAT), as amended, whereas it is not decisive whether this information was obtained directly from the Supplier or otherwise, the Client is entitled, at its sole discretion, to pay VAT directly to the competent tax administrator or to pay the Supplier the invoiced sum excl. VAT, provided that VAT will be paid to the Supplier after the Supplier submits to the

Client the tax administrator's decision stating that the Supplier is not any unreliable payer.

- 5.9 In case the Client pays the relevant VAT directly to the tax administrator, whereas it is not decisive whether it is paid based on its authorization pursuant to Clause 5.8 or whether the Client is asked by the tax administrator to pay VAT based on a surety, the Client's obligation to pay VAT to the Supplier in such paid amount shall expire on a day when the relevant amount is credited to the tax administrator's account.

#### **VI. Transfer of title, rights of use, risk of damage on Goods**

- 6.1 Any title as well as any risk of damage on Goods shall be transferred to the Client upon the proper takeover of Goods at the destination place. The takeover of Goods shall be confirmed by the Client in a delivery note, the copy of which shall be kept by the Client.
- 6.2 The Supplier undertakes to meet for its creditors all the obligations related to the Goods so that the Client does not acquire any obligation along with a title to the Goods, in compliance with Section 1106 of the Civil Code, whereas such obligation might be connected with the Goods. If the Client acquires such obligation, the Supplier shall be obliged to repay the relevant debt in full to the creditor within 10 days after the Client's call is delivered to the Supplier, or ensure within that period in another way that the Client is not obliged to repay the relevant debt to the creditor. The Supplier's obligation to compensate the relevant loss to the Client shall not be affected thereby.
- 6.3 The Supplier declares to be a lawful owner of all the necessary intellectual and industrial property rights concerning the supplied Goods. If a copyright work or another product protected by an intellectual property right is created within the agreement, the Supplier shall grant the Client a temporally and territorially unlimited, nonexclusive, transferable right to use the Goods and agree with the fact the Client uses the supplied Goods whereas the Client is not obliged to use the licence. The Supplier grants the Client all the corresponding rights necessary for usage of the supplied Goods, especially the intellectual property rights, patents and all the rights related to designs. The Supplier agrees the supplied Goods will be sold by the Client to the third parties and guarantees this procedure will not breach any rights whereas the Supplier grants its consent to the fact the Client provides the third parties with all the authorizations constituting the granted licence. The Supplier is responsible for the fact no third-party rights – in the country or abroad - are breached in connection with its supply of Goods.

#### **VII. Warranty, surety and insurance**

- 7.1 The Supplier provides the Client with a period of at least 24 months for any lodgement of defect warranty claims, starting on a day when the final product is handed over to an end user, but latest by expiry of 36 months after the Goods are supplied to the Client. The period for the lodgement of defect warranty claims is kept and the right from defective performance is applied in a timely manner if the Client lodges a warranty claim at the Supplier within the mentioned periods, eventually notifies the Supplier of the defects on Goods, regardless the fact when the defect was found out or was to be found out.
- If some regression requirements are applied against the Client by a customer and such application of regression requirements consists in the defect on Goods supplied by the Supplier, the periods for the lodgement of defect warranty claims and the warranty period shall expire in 5 years after the Goods are supplied to the Client.
- 7.2 The warranty shall apply to all the supplied Goods including any subcontracts, packaging units, plastic granules, etc.
- 7.3 The Client is entitled to apply the defects, existing already at the moment when the risk of damage on Goods was transferred, anytime after their detection without any impact on the course of the agreed warranty period, even after its expiration. The Client is entitled to apply the defects incurred during the warranty period anytime within the warranty period.
- 7.4 Within the settlement of defective performance, the Client is entitled to:
- (i) require removal of defects by supply of replacement Goods instead of the defective Goods or by supply of the missing Goods;
  - (ii) require removal of defects by repair of the Goods if the defects are removable;
  - (iii) require a discount from the price;
  - (iv) require compensation of loss, including the compensation of loss instead of the right from defective performance;
  - (v) withdraw from the agreement; or
  - (vi) if the Client is able to remove the defects on Goods on its own, the Supplier shall be informed of this fact and based on a mutual approval the defects shall be removed by the Client at the Supplier's expense. The Client may remove any minor defects on its own for the sake of uninterrupted production, without any prior approval by the Supplier, and invoice the necessary costs to the Supplier without breaching any of the Supplier's statutory obligations.
- 7.5 The choice between the claims specified under Clause 7.4 hereof as well as the deadlines for the replacement performance shall pertain to the Client. The Client may change the applied claim even without the Supplier's consent. If the Goods show any

defects and the Supplier does not remove them within the stipulated period, the Client is entitled to ask for a discount from the price or withdraw from the Agreement anytime. The Client is entitled to withdraw from the agreement even in case of any material breach of the Supplier's obligation or in case of a force majeure event. This shall not affect the Client's right to compensation of damage and all the costs related to the lodgement of a defect warranty claim.

- 7.6 The Supplier is obliged to compensate to the Client all the damages incurred to the Client in connection with the supply of Goods and due to any breach or omission of the Supplier's obligations arising from these GPTC, from the agreement, orders or other arrangements, or damages applied by the third parties at the Client in the form of compensation and related to the supplied Goods. This provision shall apply even after the termination of a contractual relationship between the Client and the Supplier and has no time limits. In the future the Client may not anyhow waive the claim on compensation towards the Supplier in a valid manner. Unless agreed otherwise by the Parties, any damage caused in connection with the agreement shall be compensated with money.
- 7.7 The Client is entitled to ask from the Supplier a lump-sum reimbursement of the costs incurred in connection with the administrative settlement of a warranty claim. The costs amount EUR 150 per each individual case of a warranty claim.
- 7.8 If the Client is obliged to perform a 100% testing/sorting of the supply or of the final production due to the defective Goods, all the costs related to such extra works shall be borne by the Supplier.
- 7.9 The defects on Goods shall be considered as irremovable in case of a product that is already situated at the Client. In such case the Client's customers or a third party shall remedy the defective performance in an alternative manner whereas the Supplier undertakes to reimburse all the costs applied against the Client.
- 7.10 If the Client refuses the defective Goods, such Goods shall be considered as unsupplied.
- 7.11 The Supplier undertakes to arrange the liability insurance for damage caused by defective Goods, with the lump-sum insurance coverage amounting at least EUR 10 mill. per each damage caused to a person/object, and to demonstrate this fact accordingly upon the Client's request. If the Supplier is liable for any defects on the Goods, the Supplier is obliged, upon the first call, to hold the Client harmless against any third-party claims on compensation of a loss and compensate all the loss to such third party. This shall apply even in case of the Supplier's and Client's joint liability imposed by law.
- 7.12 If the incurred damage exceeds the relevant amounts or if the insurer refuses by other reasons, wholly or partially, its obligation to pay, the Client's claims on compensation towards the Supplier shall remain unaffected.
- 7.13 The limitation period for the application of a right from defective performance, right for compensation and right from warranty, at a court is 10 years and shall commence on a day when the Goods are handed over to the Client. The limitation period for the application of a right for compensation of a loss by the Client at a court is 10 years after the third party applies the right.

#### **VIII. Circumstances excluding liability**

- 8.1 If the Supplier limited and/or excluded its liability in its General Business Terms and Conditions, such provisions shall be ineffective towards the Client. This shall apply especially to the limitation of liability in the field of any delayed supply, breach of unsubstantial contractual obligations, liability for causing material and consequential damages by negligence, liability for compensation of employees, workers, co-workers, representatives or third parties authorized by the Supplier to meet the Supplier's obligation.
- 8.2 The Supplier shall not be liable for any defects affected by the quality warranty if such defects were caused by external events after the transfer of a risk of damage on Goods and were not caused by the Supplier or persons helping the Supplier to meet its obligation.

#### **IX. Trade secret**

- 9.1 When performing the agreement governed by these GPTC, the Supplier is obliged to keep confidentiality about all the business and technical information and data found out in connection with the performance of individual agreements concluded with the Client, which means mainly all the facts constituting a trade secret of the Client, not to disclose the information to the third parties without the Client's prior written consent, and not to use such information in the Supplier's own favour or in favour of other persons. The Supplier acknowledges the subject of the Client's trade secret is mainly the following:
- (i) type of orders, price offers and any information which the Client's business strategy and policy may be derived from;
  - (ii) technical and other data, any information and data constituting the Client's intellectual property, or facts if it may be assumed based on their nature they are considered as intellectual property.
- 9.2 The Supplier is also obliged to ensure that its employees, even after the termination of their employment, and other persons enabled to find out any information about the Client and its trade secret keep confidentiality about all the facts they learned of within the performance of agreements concluded with the Seller, especially about the facts constituting the Client's trade

secret, and do not use such facts in their own favour or in favour of other persons.

- 9.3 If the Supplier is obliged to provide a public authority with some information constituting a trade secret of the Client, the Supplier is obliged to inform the Client in writing of such fact before providing the information.
- 9.4 The provisions of this Article shall apply also after the cooperation between the Supplier and the Client is terminated, and have not time limits.

#### **X. Final provisions**

- 10.1 The legal relationships between the Parties are governed by the Czech law whereas the conflict of law provisions within the international private law and the provisions of the UN Convention on Contracts for the International Sale of Goods are excluded.
- 10.2 However, the Client as well as the Supplier excludes expressly the application of Section 428 of the Commercial Code to the relationships established based on these GPTC, with the exception specified in Clause 7.3 hereof.
- 10.3 These GPTC govern all the Purchase Agreements for supply of Goods, concluded between the Supplier and the Client. Any different provisions in the Purchase Agreement shall prevail over these GPTC in accordance with Section 273 of the Commercial Code.
- 10.4 The Parties declare they exclude the form of agreements concluded in an adhesive manner, as specified in Section 1799 and Section 1800 of the Civil Code, for their legal relationships. Clauses set forth in a Framework Agreement or in a Subcontract, respectively in an order, referring to GPTC or other documents shall apply even though the Supplier was not acquainted with such clauses and their meaning, or if it is not proved the Supplier had to know the meaning of such clauses. Clauses set forth in a Framework Agreement or in a Subcontract, respectively in an order, call-off order, GPTC or in other documents, that are not clear for an individual having the reason of an average person, shall apply even though they cause a loss to the Supplier or even though the meaning of such clauses is not sufficiently explained to the Supplier. Clauses set forth in a Framework Agreement or in a Subcontract, respectively in an order, call-off order, GPTC or in other documents, that are especially disadvantageous for the Supplier, shall apply as well without having any reasonable compromise for it. The Supplier's right to demand at a court a fair settlement of rights and obligations of the Parties pursuant to Section 577 of the Civil Code shall be excluded.
- 10.5 If an insolvency petition for the Supplier's property is filed, the Client is entitled to withdraw from the unperformed part of the agreement. If the Supplier performs a work for the Client, the Client is entitled, anytime after filing the insolvency petition, to terminate unilaterally the agreement, prematurely in the form of a call, against the payment of a part of the remuneration for work, corresponding to the level of its completion. The title to work shall be transferred to the Client when the call is delivered to the Supplier.
- 10.6 If the provisions of GPTC are invalid, apparent, ineffective or unenforceable, wholly or partially, it shall not affect the validity, effectivity and enforceability of the remaining provisions. The Parties undertake to replace the invalid, apparent or unenforceable provisions by valid, effective and enforceable provisions corresponding most to the economic and legal purpose of the invalid, apparent, ineffective or unenforceable provisions.
- 10.7 In accordance with Section 89a of the Act No. 99/1963 Coll., Civil Procedure Code, as amended, the Supplier and the Client have agreed that the territorial jurisdiction for any possible disputes between them shall be governed by the Client's registered office incorporated in the Companies Register as of a day when the judicial process is opened. However, this shall apply only to the disputes which the law does not stipulate any exclusive jurisdiction for.
- 10.8 In case of a dispute concerning the language interpretation of these GPTC, Framework Agreement, Subcontracts, respectively orders, call-off orders or other documents, the Czech version shall apply to the Czech suppliers and the English or German version shall apply to the foreign suppliers.
- 10.9 The Client's obligation to compensate to the Supplier a loss, that might have not been reasonable assumed at the moment of concluding the agreement or based on an order, shall be excluded. The Client's obligation to compensate a non-property loss to the Supplier pursuant to Section 2971 of the Civil Code shall be excluded as well.

The Supplier assumes the risk of a change of circumstances in the meaning of Section 1765 (2) and, if the order consists in the performance of a work, in the meaning of Section 2620 (2) of the Civil Code as well.

The Supplier's right to appeal in its favour for the records of data concerning the legal proceedings and for other facts in the Client's electronic system pursuant to Section 562 (2) of the Civil Code shall be excluded. The Supplier's right to appeal in its favour for the content and time of issuing the documents relating to the legal facts incurred within the standard operation of the Client's plant pursuant to Section 566 (2) of the Civil Code shall be excluded as well.