

Business Terms and Conditions for VOLTDRIVE s.r.o.

Effective as of 1.6.2018

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2 Definitions

2.1 Business Terms and Conditions

Business Terms and Conditions describe normal business dealings between the Buyer and the Seller, and determine the binding rules of the relationship between the Buyer and the Seller in connection with selling goods and providing services to the Buyer. Business Terms and Conditions must also be used for relationships pertaining to other agreements which explicitly determine that it shall be so. All matters not covered by these Business Terms and Conditions follow pertinent provisions of the Commercial Code. Business Terms and Conditions as amended are published on the website of the Seller (<https://www.voltdrive.com>). The Seller is authorized to amend Business Terms and Conditions at any time. The Seller shall inform the Buyer of the amendment to Business Terms and Conditions by means of their publication on the Seller's website. Amended Business Terms and Conditions become valid as of the fifth day of their publication. The Buyer shall be obliged to acquaint themselves with the amended Business Terms and Conditions.

2.2. Purchase Contract

Every confirmation of takeover of goods by means of delivery note confirmation, transportation document or invoice means that each particular purchase agreement made by an order placement is confirmed pursuant to these Business Terms and Conditions.

2.3 Contact addresses of the Seller

2.3.1 Address of Branch Office

VOLTDRIVE s.r.o., Industrial Zone B – Prostějov, Kralický Háj 365, 798 12 Kralice na Hané, Czech Republic, phone: 420 582 307 603,, e-mail: info@voltdrive.com

2.3.2 Invoice address

VOLTDRIVE s.r.o., Žižkovo nám. 144/11, 796 01 Prostějov, Czech Republic,
ID No.: 29198054 VAT No.: **CZ29198054**

2.4 Working hours of the Seller

- Sales department: 7.30-16.00
- Shipping department: 6.00-14.00

2.5 Buyer

The Buyer may be a corporate body or an individual holding a valid trade license.

2.6 Rates

Sales prices are the current prices for the Buyer and follow the valid price list or an individual price offer which the Buyer receives from the Seller. These prices correspond with current purchase conditions and the stock situation of the Seller, as well as with the scope of business activities between the Seller and the Buyer. The Seller reserves the right to change customer rates. Customer rates in the Buyer's orders recorded by the Seller are binding.

2.7 Financial Policies

2.7.1 Payment

The date of payment means the date when the Buyer's payment is charged on the account of the Seller.

2.7.2 Credit limit

Credit limit defines the maximum volume of unsettled obligations by the Buyer to the Seller. Credit limit is determined by the Seller based on the assessment of the financial standing of the Buyer.

Drawings on the credit limit mean the creation and duration of a particular obligation by the Buyer vis-à-vis the Seller on account of the takeover of goods or services, or an obligation based on the agreement terms or Business Terms and Conditions.

The free part of the credit limit (available credit limit) means the value of the credit limit decreased by all drawings.

Drawings shall mean:

- the value of all issued and unsettled invoices
- the value of all orders during the process of production/shipment
- the value of orders whose possible delivery date is within the following 3 working days

2.7.3 Securing the Seller's claims from the Buyer

The Seller is authorized to request the security of the provided credit limit or a particular business case by means of common securing methods so that the risks arising from a possible financial insolvency of the Buyer are minimized. The usual tools used by the Seller are:

- advanced payment for goods
- bank guarantee
- assignment of receivables by the Buyer for an apparently creditworthy subject to the manufacturer
- security bill of exchange co-accepted by an individual or an apparently creditworthy subject

The financial standing of the subject is assessed by the Seller.

2.7.4 Due date

The standard invoice maturity period shall be 14 civil days. At the request of the Buyer, the Seller may extend a due date in consideration of the financial standing of the Buyer, their payment discipline and the volume of business. The Seller reserves the right to shorten the due date of invoices for newly received orders. They are however obliged to inform the Buyer in advance of this change.

2.7.5 Delay in settlement of invoices

If the Buyer settles an invoice after the due date, the Seller is authorized to charge interest on late payments. Unless the Buyer and the Seller agree otherwise in writing, interest on late payments amounting to 0.05% of the outstanding sum for each civil day of default shall be charged. The invoice for interest on late payments is issued once a month retroactively in the event of at least one invoice being settled late in the previous month.

2.8 Order

2.8.1 Order

The goods may be ordered

- Order by mail - Send orders by mail to the address: VOLTDRIVE s.r.o., Industrial Zone B, Háj 365, 798 12 Kralice na Hané
- Order by e-mail - Send orders to the e-mail address: info@voldrive.com or directly to the individual dealers

The orders placed must include the following basic information:

- The name of the company including ID No. and VAT No.
- Invoicing address
- Name and identification of the product according to the catalogue, price list or price offer
- Required quantity
- Contact name of the worker who placed the order, including their telephone number, fax number and e-mail address
- The delivery address including the name and telephone number of the contact person

2.8.2 Complete order

Based on the Buyer's request an order may be defined as complete. In such a case, the goods are shipped only after all items of the order in the required quantity are procured.

2.8.3 Minimum amount of the order

If the Buyer places a one-time order with the Seller amounting to less than EUR 200, the Seller is authorized to charge a handling fee of EUR 20.

2.9 Documents

2.9.1 Delivery note

The Seller shall issue a delivery note for each delivery that is shipped to the Buyer, together with the goods. Quantity, order code and description of goods are stated on the delivery note. The delivery note is always shipped together with the goods.

2.9.2 Invoice

An invoice is issued for the goods ordered by the Buyer with the Seller, and this invoice's letterhead will include all legal particulars, reference to the Buyer's order, and the means of transport. The body of the invoice will include a priced list of the purchased goods or services. Invoices are delivered to the Buyer together with the goods or by e-mail.

2.9.3 Corrective tax document (credit note)

- For goods – is issued to the Buyer in the event that there is an incorrect delivery on the part of the Seller, or when defective or incomplete goods are delivered (see Return of the goods).
- Financial - is issued in the event of additional discounts within special promotions announced by the Seller, and in the event that required criteria for the additional discount are met.

3 Information

3.1 Advertisements for the Buyer

The Seller is authorized to send advertisements to the Buyer, even via e-mail. Advertisements sent in this way are not considered the circulating of unwanted advertisements; advertisements which lead to expenses on the part of the Buyer; or advertisements which bother the Buyer in any way, pursuant to Section 2 Article (1) e) of Act 40/1995 Coll. as amended. Pursuant to Section 7 Article (2) of Act 480/2004 Coll., regarding certain information company services, as amended, the Buyer agrees to their electronic contact information being used for the purposes of circulating business notifications by the Seller.

4 The procedure of purchase of goods

4.1 Demand - Supply

In the event of more extensive deliveries, projects and non-typical solutions, it shall be possible to process individual offers meeting the Buyer's requirements to the maximum possible extent. In justified cases, the Seller is authorized to charge a fee for processing offers. The Buyer must agree with the fee in advance.

4.2 Order

4.2.1 Order

One of the procedures defined in Order (Article 2.8.1) is that the Buyer shall order goods with the Seller.

4.2.2 Order processing

Received orders are usually confirmed by the Seller's dealers within 24 hours of their reception.

4.2.3 Order cancellation

In the event that the Buyer is forced to cancel their order with the Seller, they must do so by fax, mail or e-mail. The Seller reserves the right to penalties amounting to the financial volume of an order that is already being processed.

4.3 Delivery of goods

The goods may be divided into more partial deliveries with the Buyer's consent, based on the availability of the individual items of the order in the Seller's stock.

4.3.1 Shipment via a freight forwarder

Transport by the Seller - Goods are delivered by a freight forwarder from the Seller's stock to the shipping address stated by the Buyer in their order. Transportation is covered by a fee, the amount of which is calculated in the price of the transported goods according to the particular parity INCOTERMS 2010.

Transport by the Buyer and personally receiving deliveries - Goods may be picked up after prior agreement between 6:00 - 13:30 at the address of the branch office (Article 2.3.1)

4.3.2 Suspension of deliveries

The Seller reserves the right to suspend the delivery of goods to a Buyer who does not have an available credit limit sufficient for the shipment of the given delivery, or in the event that invoices are due longer than the determined tolerance.

4.3.3 Receiving deliveries

The Buyer is obliged to check the condition of the delivery. During the receipt of the delivery, the Buyer is obliged to check the information on the transportation document. If the information is incorrect or the original packaging is damaged, the Buyer is obliged to state this in a note on the transportation document, or refuse the delivery as a whole. The Buyer is then obliged to check the material content of the delivery according to the attached delivery note. If the content of the delivery does not correspond with the delivery note, the Buyer is obliged to report this within 24 hours of the receipt of the delivery to the e-mail address radek.cernohouz@voldrive.com . If a difference between the delivery content and the delivery note is found at the moment of receipt, the Buyer is obliged to note this on the transportation document.

4.4 Acquisition of Ownership Rights of the goods and the risk of damage to the goods

The Seller reserves ownership rights of the goods until they are completely paid by the Buyer. In the case of the delivery of goods via a freight forwarder, the risk of damage to the goods passes over to the Buyer at the time when the goods are delivered to the Buyer and received by the Buyer; in the case of receipt in the Seller's warehouse, the risk of damage to the goods passes over at the moment of takeover of the goods from the Seller.

4.5 Export restrictions

The Buyer is obliged to keep relevant export restrictions according to the legal system of the Czech Republic and EU regulations, in case they apply to the delivered goods.

4.6 Return of the goods

If the delivered goods and delivery conditions do not correspond with the order, the Buyer is authorized to not take over the goods from the freight forwarder. If the Buyer accepts the goods, the Buyer is authorized to reclaim and subsequently ship undamaged and complete goods back in such a way that they are received at the Seller's warehouse within 30 working days. The Seller shall issue a corrective tax document (credit note) for the returned goods within 30 business days of the date of receipt of the goods.

If the goods are not returned by the deadline, or if they are returned damaged or unwrapped, the Seller reserves the right not to accept them or charge incurred costs and a cancellation fee which shall be determined by the relevant sales representative of the Seller.

5 Payment Services

5.1 Payment for goods

5.1.1 Prepayment

Prepayment is made via a bank transfer based on the order confirmation. Order confirmation is usually sent to the Buyer's e-mail address in electronic form. Goods are produced for the Buyer or

directly shipped according to stock availability after the right amount is credited to the Seller's account.

5.1.2 Payment in cash to the freight forwarder

The Buyer is obliged to pay for goods payable in cash on delivery to the freight forwarder. Information about this way of payment, including the total amount with VAT, is stated on the transportation document. This document also serves as confirmation that the Seller's invoice has been settled.

5.1.3 Payment after delivery of goods

If this form of receipt is allowed, an invoice with a relevant due date is issued for the Buyer during the shipment of the goods.

5.2 Payment of the corrective tax document (credit note)

Payment of the corrective tax document is normally made by setting it off against as yet unsettled invoices. A proposal for set-off is made either by the Seller or the Buyer. Setting-off may also be made via a payment in which the amount of the invoice(s) is decreased by the amount of the corrective tax document(s). In such a case the Buyer is obliged to send a detailed description of the payment to the e-mail address martina.turkova@voltdrive.com on the day of the money transfer at the latest. The payment of a corrective tax document is possible when the Buyer does not have any unsettled invoices, and when the total amount of open corrective tax documents exceeds the total amount of due invoices and none of these are after their due date. In such a case, only the difference between the corrective tax documents and invoices is paid to the Buyer. The payment of the corrective tax documents is not made automatically but instead is based on a written or e-mail request by the Buyer sent to the e-mail address martina.turkova@voltdrive.com. The request must include the Buyer's identification (trade name and ID No.), the number of the corrective tax document, the bank account number and bank code.

6 Reclaims

Only goods purchased directly from the Seller may be reclaimed.

6.1 Warranty conditions

The warranty shall not apply to any faults caused by:

- Improper installation, handling, operation or use of the product contrary to the dispatch note
- Use of goods under the conditions the parameters of which do not comply with the data given in the dispatch note
- Damage by natural forces or violent attacks by third parties
- Damage by excessive load or use in contravention of the conditions given in the documentation
- Damage resulting from connection to a power supply system not conforming to the applicable Czech National Standard (ČSN), or damage as a result of surges in the grid
- If the goods' warranty period has expired.

6.2 Request for reclamation

The Buyer will send a request for reclamation to the e-mail address radek.cernohouz@voltdrive.com
The Seller will assess the request and subsequently either approve or reject it.

6.3 Handover of reclaimed goods

The Buyer is obliged to deliver the reclaimed goods to the address of the branch office (Article 2.3.1), unless otherwise agreed with the Seller. The reclaimed goods are delivered to the Seller at the expense of the Buyer. If the reclaimed goods are not delivered within 15 business days of the date of approval of the request by the Seller at the latest, the Seller reserves the right to suspend the reclamation proceedings. The goods must be delivered in the original packaging. In the event that the delivery does not include the above mentioned particulars, it will be shipped back at the expense of the Buyer.

6.4 Warranty period

The warranty period for goods is 24 months and commences on the day following the receipt of the goods by the Buyer. The warranty period shall always be extended for the length of time during which the goods were repaired under warranty. If the goods have been replaced, a new warranty period for the given product shall commence upon the receipt of the new product.

6.5 Reclamation of goods within the warranty period

Reclamation of goods within the warranty is usually settled by means of exchange, repair or the corrective tax document. New or repaired goods are shipped back to the Buyer at the expense of the Seller. If repair is impossible, the Seller is obliged to issue either a corrective tax document for the Buyer in the amount of the current purchase price of the reclaimed product, or a product which may serve as an adequate replacement. The maximum amount of the corrective tax document is limited by the originally invoiced price of the reclaimed product. The Seller becomes the owner of the reclaimed goods after the corrective tax document is issued. The deadline for reclamation processing via one of the above-mentioned methods is within 30 civil days of the receipt of the reclaim in the stock.

6.6 Post-warranty repairs of goods

Post-warranty reclamation proceedings shall only be conducted for a consideration. The Buyer shall be informed in writing of the estimated repair price and by accepting this price, the Buyer is obliged to settle the invoice in the total amount of the estimated price. The Seller reserves the right to reject the request for goods repair after the end of the warranty period.

7 Resolution of disputes

7.1 Resolution of disputes

All disputes arising out of and in connection with purchase agreements between the Seller and the Buyer shall be resolved by the Arbitration Court attached to the Economic Chamber of the Czech Republic and the Agricultural Chamber of the Czech Republic pursuant to the Rules and Principles of the said Court by one arbitrator appointed by the President of the Arbitration Court.

8 Personal Data Protection

- 1) Personal data are processed and used in accordance with the legislation regulating personal data protection. In particular, these are the following legal regulations:
- Act No. 101/2000 Sb., on the protection of personal data,
 - Regulation (EU) 2016/679 of the European Parliament and of the Council,
 - Act No. 480/2004 Sb., on certain information society services,
 - Act No. 563/1991 Sb., on accounting, as amended, Act No. 89/2012 Sb., Civil Code, Act No. 634/1992 Sb., on consumer protection, as well as other legal regulations.

Personal data will be processed electronically in an automated manner or in paper form in a non-automated manner.

In this case, VOLTDRIVE s.r.o., ID No. 29198054, is the personal data controller, hereinafter the “controller”.

- 2) The customer acknowledges that he/she provides his/her personal data to the seller and that his/her personal data will be processed in order to conclude a purchase contract. In particular, the personal data include: name and surname, billing address, mailing address, e-mail address, phone number, or other data provided by the customer to enable the controller to fulfil the purpose of the above-mentioned contracts (hereinafter “personal data”). We always process your personal data only to the necessary and acceptable extent.

- 3) The customer acknowledges that his/her personal data will also be processed for the purpose of sending commercial communications based on the controller’s legitimate interest.

- 4) The customer acknowledges that he/she is obliged to always provide his/her correct and true personal data and acknowledges his/her obligation to inform the controller about any change of his/her personal data without undue delay.

- 5) The customer acknowledges that the seller as the controller authorises third persons (processors) to process personal data, but only for the purpose of fulfilling the purchase contract. In particular, these are companies providing services in the field of payment transactions, transport etc.

Under certain well-defined conditions, we are obliged to transfer some of your personal data to, for example, the Czech Police or other law enforcement authorities, including specialised units (Organised Crime Unit, Customs Administration etc.) and other public authorities.

The seller will not transfer personal data to third countries outside the EU or international organisations.

- 6) Personal data provided for the purpose of concluding a purchase contract will be processed for the period specified by the relevant legal regulations.

- 7) Personal data provided for the purpose of sending commercial communications will be processed for the duration of the business cooperation, but no longer than for 4 years after its termination. The customer may at any time unsubscribe from receiving commercial communications by sending a request by e-mail to info@voltdrive.com.

- 8) The customer has:
- the right to rectify or supplement personal data;

- the right to request restriction of processing;
- the right to lodge an objection or complaint against processing in certain cases;
- the right to request the transfer of data;
- the right to access personal data;
- the right to be informed about any personal data breach in certain cases;
- the right to erasure of personal data (“the right to be forgotten”) in certain cases;
- other rights stipulated in Data Protection Act and in General Data Protection Regulation N. 2016/679.

If the customer believes that the controller or the processor processes his/her personal data in violation of the applicable legislation, the customer may ask the controller or the processor to explain or directly eliminate such situation.

- 9) The customer agrees to use cookies, small data files that are stored on a computer or other end device of the customer which can be connected to the Internet. The controller uses cookies to improve the functionality and usability of its website. We do not use cookies to identify website users or to misuse login information.

Cookies are stored in the customer’s end device through a web browser.

The customer may disable cookies in his/her browser.

- 10) We have implemented technical and organisational security measures to protect controller data against unauthorised manipulation, loss, destruction, unauthorised access or disclosure.