

General Purchase Conditions Daimler Truck Česká republika s.r.o.

A. General Purchase Conditions for Services

1. The legal relationships (hereinafter also referred to as „Agreement“) arising from this Agreement between the contractor (hereinafter referred to as „Contractor“) and Daimler Truck Česká republika s.r.o., (hereinafter referred to as DTCZ) or companies represented by Daimler Truck AG, shall be governed by these General Purchase Conditions Daimler Truck Česká republika s.r.o. (hereinafter referred to as „Conditions“) and any other written agreements. Neither the Contractor's general terms and conditions shall apply to this Agreement unless otherwise agreed in the Agreement. By accepting the order or starting to fulfill the subject of the Agreement, the Contractor accedes to these Conditions.
2. The placing and acceptance of orders, and all subsequent amendments and additions thereto, must be in writing. Collateral agreements made orally when the Agreement is concluded shall be valid only if confirmed in writing by DTCZ. This shall also apply to amendments made to the Agreement after the Agreement has been concluded. If the contractor does not accept the order within 14 days, DTCZ shall be entitled to revoke the order in writing.
3. Unless otherwise agreed in writing, invoices shall be sent to the accounting department of DTCZ electronically to the e-mail address: prijemfaktur.trucks@daimlertruck.com
4. Without the prior written consent of DTCZ, which shall not be unreasonably withheld, the Contractor shall not be entitled to assign or to sell its receivables against DTCZ to third parties. Consent is presumed in the event of assignments to companies in which DTCZ directly or indirectly holds an interest of more than 50 percent. If the Contractor assigns its receivables against DTCZ to a third party without DTCZ's consent contrary to sentence 1, the assignment shall remain effective. DTCZ may however choose whether to make payment to the Contractor or to the third party; either alternative shall have the effect of discharging the debt.
5. The Contractor and DTCZ (hereinafter together referred to as „Parties“) may use this business relationship for advertising purposes only with prior written consent of the other party. Drawings, models, patterns, samples, and similar items provided to the Contractor by DTCZ or paid for by DTCZ shall remain the property of DTCZ. They must not be handed over or made available in any other way to third parties and may only be used for goods supplied to third parties with DTCZ's prior written consent. Subcontractors shall be obligated accordingly.
6. In the event of short-time work, interruption to business, and other cases of plant shutdown, which prevent DTCZ, through no fault of its own, from accepting goods in the area affected, the parties to the Agreement shall agree upon a suitable alternative date. If the contract does not contain the accepting of goods, the mutual obligation are suspended in the above mentioned events as long as the event takes place. DTCZ shall consult the Contractor on this matter in good time if possible.
7. The Contractor must comply with the generally accepted technical standards, the safety regulations and the agreed technical specifications for the goods and services it supplies. If it provides services on the customer's premises, it shall notify the coordinator appointed by the customer of the commencement date for and the scope of the work to be performed and agree on the procedure to be followed. The coordinator shall have the right of direction and control in this respect.
8. The Contractor shall ensure that the items to be delivered as well as the manufacturing process are not in breach of any rights of third parties (in particular patent rights, utility model rights, copyrights, design rights, brand rights or other (intellectual) property rights. The Contractor is liable for any expenses and damages (including legal costs) arising from the breach of rights of third parties and shall indemnify DTCZ from all claims arising from the use of such rights. The liability and indemnification obligation of the Contractor according to this clause do not exist if the Contractor has produced the delivery objects in accordance with the detailed drawings or models provided to it by DTCZ and has no knowledge, or does not have to have knowledge, that this would lead to an infringement of property rights in connection with the products developed by it. The Contractor undertakes to inform DTCZ without undue delay of any risks of infringement and alleged infringements that become known and to provide DTCZ with support for countering possible claims at no cost in an appropriate manner (e.g. during the investigation, analysis, assessment of documents, etc.). The Contractor shall notify DTCZ at DTCZ's request of the use of any published and unpublished property rights of its own or the use of licensed property rights and property right registrations for the delivery object.
9. Deadlines and periods agreed in writing are binding. DTCZ must be notified immediately of an impending delay. Whether work, goods or services are delivered on time it is determined exclusively by actual delivery of the contractually agreed at the agreed place of performance at the agreed time. If the contractor is in default, DTCZ shall be entitled to withdraw from the contract after expiration of a reasonable extension of time for performance given by DTCZ. If the contractor violates a contractual obligation, the statutory provisions shall apply.
10. The liability of DTCZ and the Contractor shall be governed by the statutory provisions.
11. The Contractor warrants that the goods and services it supplies shall remain free of defects during the warranty term. This shall also apply regarding parts the contractor obtains from third parties. The duration of the warranty term shall be governed by the statutory period of limitation for claims regarding defects of quality. This shall also apply in the case of multi-shift operations. A complaint in writing from DTCZ shall have the effect of suspending the period of prescription for claims in respect of a specific defect until such time as the defect has been remedied. The suspension shall, however, end three months after a written declaration has been received stating that the defect has been remedied or that no defect existed. The contractor must be notified of defects in writing without undue delay as soon as they are discovered within the ordinary course of business.
12. The Contractor shall assume liability in respect of claims arising from the violation of granted or registered property rights while the goods and services are being used in accordance with the Agreement. The contractor shall indemnify DTCZ against any claims arising from the use of such rights. If a work protected by copyright is supplied, DTCZ shall receive from the contractor a single, unrestricted usage right covering all forms of use. The Contractor shall check all parts it obtains from third parties regarding capability and freedom from defects.
13. If the contractor suspends its performance or if an insolvency proceeding against it is refused for lack of assets, DTCZ shall be entitled to terminate the contract with immediate effect or to rescind the contract. If no such rescission takes place, DTCZ shall be entitled to withhold a sum equivalent to at least 5 percent of the remuneration as security for the claims under the contract, until the contractual warranty period has elapsed. Each party is particularly entitled to terminate the contract for good cause, if a proceeding to make an affirmation in lieu of an oath of the other party has been started.
14. Within the framework of its commercial dealings with DTCZ, the contractor is obliged to desist from all practices which may lead to penal liability due to fraud or embezzlement, insolvency crimes, crimes in violation of competition, guaranteeing advantages, bribery, acceptance of bribes or other corruption crimes on the part of persons employed by the contractor or other third parties. In the event of violation of the above, DTCZ has the right to immediately withdraw from or terminate all legal transactions existing with the contractor and the right to cancel all negotiations. The above notwithstanding, the contractor is obliged to adhere to all laws and regulations applicable to both itself and the commercial relationship with DTCZ.
15. The contractor has a duty to ensure that any employees used on site at DTCZ and/or that any employees given access to any IT-systems in connection with fulfilling the requirements of this purchase order must receive an admission and/or access authorization from DTCZ. Individuals to whom DTCZ or any DTCZ affiliate has declared a house ban, an admission ban, and/or an access ban can not be used by the contractor in the fulfilment of

- this purchase order.
16. The contractor shall treat all private technical, commercial and organizational information, of which it becomes aware as a result of its business relationship with DTCZ as confidential, and shall not exploit it or make it available to third parties either during the period of this Agreement or five years thereafter. This obligation shall not apply in regard to technical, commercial or organizational information and documents
 - which can be proven by the contractor to be already known by him at the contracting time
 - which are legally received by the contractor from a third party without any confidentiality obligation;
 - which are in the public domain or enter the public domain through no wrongful act of contractor;
 - which can be proven by the contractor to have been developed independently of confidential information received from DTCZ.

A record may only be made in so far as it is necessary for the purposes of the Agreement. The contractor shall exercise the due care of a diligent businessman in respect of its confidentiality obligation, whereby at least the same would apply when dealing with its own confidential information. The contractor shall only use the information and materials which have been or will be made available to him in the course of the collaboration with DTCZ for the purpose of fulfilling his contractual obligations. The same shall apply in the case of results, data and knowledge arising in connection with this Agreement or the individual contracts. Using the latest available technology, the contractor undertakes to do everything possible to immediately and effectively protect all information and data received from DTCZ against access by unauthorized third parties, and in particular to secure it against misappropriation, loss, manipulation, damage or any duplication. If the contractor has reason to suspect that unauthorized third parties have obtained knowledge of the information and data, it must inform DTCZ immediately and, in consultation with DTCZ, take all measures necessary to establish the facts and, if necessary, prevent future third-party access. If the contractor stores, works on or processes the information and data in its data processing systems, the Contractor shall ensure that unauthorized third parties cannot access this data. Otherwise, the Annex "Basic Requirements for Information Security" applies. The contractor undertakes, upon completion of the assignment, to return all information, data, documents and storage media received to DTCZ. The contractor shall also remove all data and information from its data processing equipment, and shall either return all copies of the data and storage media to DTCZ or destroy the copies in such a way that they cannot be reconstituted; the choice shall be DTCZ's. The overwriting of data is also considered as destruction of data. At the request of DTCZ, the Contractor shall demonstrate that all materials have been destroyed or returned and shall confirm in writing that this has been done. The contractor is under a duty to comply with all data protection provisions as amended from time to time, and will observe these. The Contractor must ensure that all employees know about the relevant data protection regulations and process personal data only upon instruction of the controller the Contractor shall provide proof of the assurance of this obligation to DTCZ or its data protection officer upon request. The contractor is obliged to pay a penalty of 5 percent of the value of the respective order in the event of a breach of any of these duties. Such penalty will be offset against any damages claimed by DTCZ for breach of confidentiality. With regard to data protection and information security the Annex "Agreement on Data Processing on behalf" shall apply. This Annex is to be filled in with the relevant information by the Contractor and DTCZ. If, within the scope of Contractor's performance, the Contractor does not collect, process or use any personal data, inclusion of the Annex referred to above is not necessary.
 17. The contractor shall have no rights of retention unless its claims are uncontested or have been confirmed by a nonappealable court decision. The contractor has the right to set off of a DTCZ's claim only with those own claims, which are uncontested or have been confirmed by a non-appealable court decision.
 18. The contractor must inform DTCZ promptly of impending or existing payment difficulties or where insolvency is possible or has been applied for. Any changes and additional provisions shall only take effect if they have been agreed in writing with the purchasing department of DTCZ which is responsible for this Agreement. This shall also apply to arrangements that remove this requirement for the written form. If any provision of this Agreement is invalid, this shall not affect the validity of the Agreement as a whole. The parties shall agree a provision which takes account of the interests of both sides.
 19. Unless otherwise agreed, the laws of the Czech republic shall apply. With respect to the interpretation of the Agreement, the Czech version shall prevail. The application of the United Nations Convention on Contracts for the International Sale of Goods dated April 11. 4. 1980 is excluded. The place of performance for deliveries or services is the recipient plant or recipient branch specified in the order by DTCZ. Furthermore, the place of performance is Headquarters of DTCZ. The district courts of Prague 5 or the Municipal court in Prague have exclusive jurisdiction for all present and future claims arising from the business connection with business persons, including receivables on bills of exchange and check receivables. The same place of jurisdiction shall apply if the contractor has no general jurisdiction in the Czech Republic, moves its domicile or place of habitual residence abroad after conclusion of the contract or if its domicile or place of habitual residence is unknown at the time suit is filed. DTCZ is also entitled to initiate legal action in the location of the registered office of the contractor.
- ## B. Special Purchase Conditions for Services
1. **Obligations of the contractor**
 - 1.1 The contractor is responsible for rendering the service specifically requested.
 - 1.2 The contractor shall perform the fulfillment of the contractual agreed services independently and under its own responsibility. Only the contractor shall have the right of direction and control over its employees. The contractor shall be responsible for ensuring that the personnel which it deploys are not integrated into any of Daimler Truck's businesses or into a group company of Daimler Truck.
 - 1.3 Prior to the commencement of work, the contractor shall provide DTCZ with the name of a contact at the contractor who shall be the designated recipient of communications from DTCZ. All communication within the scope of the existing contract relationship, including in respect of the personnel deployed, shall be carried out exclusively via the contact person named by the contractor. DTCZ must be notified in good time of any change of the contact person. The contractor shall only use qualified employees to perform the contract and shall provide evidence of this if requested to do so by DTCZ. In the event of repeated or serious misconduct on the part of an individual employee to the detriment of DTCZ, DTCZ may demand that the contractor refrain from using this employee in connection with the provision of the service. Any additional cost arising herefrom shall be borne by the contractor. The contractor also undertakes not to assign any employee to work on the contract for DTCZ who was previously employed at DTCZ and whose employment contract was terminated for personal reasons or for reasons relating to his or her conduct.
 - 1.4 Where service is to be performed at DTCZ's business establishments, the contractor must comply with the applicable safety rules and information policies which DTCZ will make available to the contractor upon request. If it uses DTCZ's information and telecommunications technology, the contractor must strictly comply with the applicable directives concerning security of information. The contractor also undertakes to comply with additional or amended directives issued by DTCZ. This does not apply if compliance would be unreasonable for the contractor and the contractor notified DTCZ of its objection to the guideline in writing immediately after being informed of it, setting out the relevant grounds.
 - 1.5 The contractor shall not be entitled to represent DTCZ.
 - 1.6 The contractor shall inform DTCZ, without being specifically requested to do so, of any facts or any changes to facts that could give grounds for questioning the self-employed status of the contractor.
 2. **Cooperation of DTCZ**

- 2.1. DTCZ shall comply promptly with its duties to cooperate, so far as these are set forth individually in this Agreement or in individual contracts.
- 2.2. Following prior consultation, DTCZ shall allow the contractor the necessary access to the premises. Workplaces can be allocated by DTCZ, if the contractor explains the requirement sufficiently. There is no right of an allocation for free. The contractor must generally perform the work using its own tools and materials. If this is not possible with regard to the special requirements of the work to be performed, DTCZ can allocate the contractor with the necessary tools and materials, only if these tools and materials are not available for the contractor on the market and, if the allocation is possible and permitted for DTCZ.
- 2.3. DTCZ shall provide the contractor with any requested documentation or information – where available – by the agreed deadlines. Where information cannot be obtained or, due to the rights of third parties, cannot be disclosed, this shall not amount to inadequate assistance.
- 2.4. The contractor must report any inadequate assistance by DTCZ immediately in writing otherwise DTCZ will not be in default in this regard and the contractor cannot seek to rely on inadequate assistance in the event of any future claim.

3. Changes and Additional Services

DTCZ may demand changes to the contract services at any time. The contractor may only object to such a change request where implementation of the request for change would be unreasonable. The contractor shall submit a new contract offer in writing to DTCZ for this additional work and any further work. The additional work may not be performed until a separate individual contract concerning this work has been agreed. Work carried out by the contractor which does not comply with these conditions will not be remunerated. Where there is no agreement, DTCZ may terminate the contract in relation to the work which was to be changed, with immediate effect, if adherence to the Agreement without the required change would be unreasonable for DTCZ.

4. Remuneration

- 4.1. Work shall not be remunerated until it has been performed in full, unless otherwise agreed. If the parties agree payment by installments, such installments shall only be paid when the agreed part-performance has been rendered in full.
- 4.2. The contractor is bound by agreed upper limits on remuneration and by fixed prices as well as by the cost estimations it gives prior to concluding the contract unless these are expressly described as non-binding in the purchase order or purchasing contract.
- 4.3. Where a fixed price is agreed for a service, the contractor must perform the service in full at the agreed price. Additional costs involved in performance of the agreed service shall be borne by the contractor. Additional claims are not permitted.

5. Rights to work results/Copyright

- 5.1. All rights of use to documentation, reports, flow charts, drawings, diagrams, pictures, films, visual data carriers, general data carriers etc. arising in connection with the implementation of this Agreement shall accrue exclusively to DTCZ. The contractor is entitled to retain one or more copies of the aforementioned materials as evidence of the services provided by it. The contractor shall have no further rights to this material, and in particular shall have no right to reproduce or disseminate it. Original material is to be handed over to DTCZ and ownership of such is also to be assigned, so far as this is legally possible.
- 5.2. As far as possible by law DTCZ shall become the owner of all documents supplied by the contractor and created in connection with this Agreement. DTCZ shall have an exclusive, irrevocable, transferable right to use such documents and all results and unprotected know-how arising from the cooperation for an unlimited period of time, without any restriction as to geography or content, and in all forms of use. This includes in particular the right to reproduce, disseminate, present, or demonstrate such materials, to broadcast it on image or sound carriers and to edit and rearrange it.
- 5.3. If existing industrial property rights, copyrights or the unprotected knowledge (know-how) of the contractor are used during performance of this Agreement and if such rights are necessary for the utilization of the outcome of the work results by DTCZ

under the terms of this Agreement, DTCZ shall be granted a non-exclusive right to use the industrial property rights, the copyrights and unprotected knowledge (know-how). This shall include all types of use, in particular those types of use specified in 5.1.

- 5.4. The contractor vouches that all works and services it provides are free of third party rights. If this is not the case, it must agree with the originator by means of contract that it is entitled to grant the aforementioned rights. The contractor shall indemnify DTCZ against all third-party claims asserted against DTCZ for infringement of rights to the works and services provided by the contractor.
- 5.5. The contractor shall notify DTCZ immediately of all inventions or other protectable results which arise in connection with the works and services provided for DTCZ, and shall provide DTCZ with all necessary information. All inventions are to be assigned to DTCZ. If notified of any inventions, DTCZ reserves all rights in respect of any subsequent patent rights. The contractor acknowledges that all rights to data, documents, storage media etc., and in particular rights of title and copyright, shall accrue exclusively to DTCZ. If DTCZ has no interest in applying for protective rights for an invention, it shall assign the invention back to the contractor. DTCZ shall retain a nonexclusive right of use.

6. Term of the Agreement and Termination

- 6.1. The Agreement has the term agreed in the purchasing agreement or in the individual contract.
- 6.2. The Agreement may be terminated in writing by either party at three months' notice to the end of a quarter.
- 6.3. The right of either party to terminate the Agreement for good cause remains unaffected by this clause. The following shall in particular constitute good cause:
 - 6.3.1. the completion of orders is clearly jeopardized by the contractor's inadequate performance; or
 - 6.3.2. facts become known which give cause to suspect fictitious self-employment on the part of the contractor (in compliance with §5 of act No. 435/2004 on employment); or
 - 6.3.3. in a procedure of determination the contractor's status pursuant to social insurance law (in compliance with §5 of act No. 435/2004 on employment) the existence of a dependent employment will be asserted.

7. Subcontractors

- 7.1. The contractor may only engage subcontractors to fulfill the contractual obligations in whole or partially with the prior written consent of DTCZ.
- 7.2. DTCZ's consent to a subcontractor engagement can be given subject to conditions. DTCZ shall be entitled at any time to revoke its consent in regard to each subcontractor with immediate effect.
- 7.3. The contractor shall require the subcontractors engaged to give the same undertakings as it has itself given to DTCZ, particularly with regard to confidentiality and data protection.
- 7.4. The contractor assures that none of its subcontractors will contract with a Sole Proprietorship or with a Civil Law Association (as a sub-subcontractor), if the service is in whole or partially performed by the Principal (Proprietor of a Sole Proprietorship or Partner of a Civil Law Association). That applies as well in regard to all other subcontractors of the subcontractor's subcontractors.
- 7.5. The contractor assures that the prohibition in section 7.4 will be followed in the complete chain of all subcontracting and subsubcontracting.
- 7.6. Furthermore the contractor assures that in the complete chain of all subcontracting every of its subcontractors and sub-subcontractors fulfill the demands by law in regard to the minimum wage for whose employees.
- 7.7. On request of DTCZ the contractor shall provide DTCZ an explanation which subcontractor and sub-subcontractor in the complete chain is or has been engaged in fulfilling in whole or partially the contractor's obligation against DTCZ.
- 7.8. The contractor shall be liable to DTCZ for the fault of subcontractors and vicarious agents as it would be for its own fault.
- 7.9. If the contractor acts in opposite to one of the above named obligations, assurances or exception of acceptance in section 7.1 to 7.7, the contractor is liable to DTCZ for all damages DTCZ suffers. Furthermore the parties agree that every contractor's breach of the content of this section 7 is good cause which entitles

DTCZ to terminate the contract between the parties with immediate effect.

8. The contractor's Employees

- 8.1. The contractor may only use foreign workers who require a work permit in performance of its contractual duties if they are contractor's employees. Such workers must also be in possession of residence and work permits which are valid for the territory and the period covered by the work to be performed. The contractor must satisfy itself that these requirements are met before assigning tasks to these employees.
- 8.2. By signing the order confirmation to accept this order or by accepting DTCZ's order in an electronic way, the contractor declares to DTCZ, that:
 - a) the contractor has not been investigated under has not been investigated in accordance with Directive 96/71 / EC and the labor legislation of the Czech Republic implementing Directive 96/71 EC; or
 - b) such investigations have ended without result.
- 8.3. The contractor undertakes to pay the minimum wage plus agreed supplements including the contributions for social insurance, promotion of job creation and payments to protect the social insurance for employees and those in marginal part-time employment, within the scope of the statutory provisions and collective pay agreements, particularly the provisions of the Directive 96/71 ES or Labour code No. 262/2006 Coll., and of the relevant collective pay agreements.
- 8.4. The contractor also undertakes to inform DTCZ if it becomes the subject of an investigation by the relevant authorities in respect of violation of the regulations pertaining to work permits or residence permits, or for a breach of the Directive 96/71 ES or Labour code No. 262/2006 Coll.

9. Miscellaneous Provisions

Should DTCZ wish to procure a specific work result as well as commissioning services, the former shall be governed by DTCZ's Special Purchase Conditions for Works and Services. Furthermore DTCZ's General Purchase Conditions shall apply. If there are any contradictions between DTCZ's General Purchase Conditions and these Special Purchase Conditions for Services, the Special Purchase Conditions for Services shall prevail

C. Basic Requirements for Information Security for Contracts with IT Supported Data Processing by DTCZ

1. The Contractor undertakes to effectively secure all information and data which the Contractor collects or processes for the Customer or information to which it has access, in accordance with the applicable current standard of technology against unauthorized access, alteration, destruction or loss, prohibited transmission and any other prohibited processing or other misuse. The Contractor has an appropriate security concept in place for this purpose.
2. The Contractor shall coordinate its security concept with the Customer. In particular, the information security requirements and specifications defined in the requirements specification or in other written specifications shall be observed and taken into account for the security concept. The responsible Information Security Officer of the Customer shall provide support in this regard. The Customer may demand appropriate, periodic written proof of the implementation of and conformity with the security concept. In cases of doubt, the Contractor shall also enable the Customer to carry out an on-site inspection and will provide all necessary information.
3. The Contractor shall designate a contact person endowed with sufficient authority for Security Management who is available for all topics concerning information security, e.g. for Incident Management (Management of Information security incidents).
4. The Contractor must inform the Customer in text form of any significant changes in the processing of the data. Changes are considered to be significant in particular if they relate to the security concept. The notification must contain a description of the scope of the change and the effect on the security concept. In the event of a foreseeable reduction in the protective effect, the

- approval of the Customer must be obtained in advance in text form
5. The information and data of the Customer may only be used by the Contractor for the contractually agreed purposes and to the extent required for the performance of the contract. In the case of data processing for different customers, the segregation of such data must be verifiably ensured (separation of customers).
6. Access to data processing equipment („DP equipment“) of the Customer or its Contractor may only be granted with the permission of the Customer within the allowed scope that is necessary for the performance of the contract by the persons who are authorized to this end. The Contractor undertakes to not disclose the access authorizations granted to it for the use of the system to any unauthorized persons. The Contractor may only provide subcontractors or freelance staff with access to the DP systems of the Customer within the scope required for the performance of the contract and with the prior approval of the Customer. The Contractor must notify the Customer without delay if any employees of the Contractor, subcontractor or freelance staff with access privileges or access authorizations for DP systems of the Customer, its agents or subcontractors or subcontractors are no longer engaged with the performance of the contractually agreed service, in order to enable the Customer to cancel the existing access privileges or access authorizations
7. In the case of data transmission and data storage on mobile devices, the Contractor must protect all information of the Customer which is classified as confidential or secret through appropriate cryptographic measures, in accordance with the current standard of technology. In the case of transmission or storage within a secure environment, this is not required. If so requested by the Customer, the Contractor shall prove that the environments where confidential or secret data is processed are designed in accordance with the applicable current standard of technology.
8. The Contractor must notify the Customer without delay of any knowledge or justified suspicion of data protection violations, security breaches and other manipulations of the processing work flow which relate to DTCZ data and services and must - in consultation with the Customer - immediately initiate all necessary steps for the clarification of the matter and limitation of the loss.
9. If the data processing takes place onsite at DTCZ or through a data exchange with DTCZ systems, the Contractor shall take appropriate measures to avoid any impairment of DTCZ infrastructure (and of third parties as a result thereof) as required. The Contractor must observe the relevant applicable information security requirements of the Customer.
10. The Contractor shall inform the Customer without delay of any danger that unauthorized persons could access data of DTCZ as a result of seizure, confiscation or other official intervention, in insolvency or settlement proceedings or through any other events or measures. The Contractor shall inform the third parties that data of DTCZ is involved.
11. The Contractor shall inform its employees, subcontractors or freelance staff with access to or access privileges for DP systems of the Customer about relevant topics of information security in relation to the service performance for the Customer on a regular basis.

D. Standard DTAG Compliance Clause

1. Compliance with Laws and Respect for Human Rights

- 1.1. The parties agree to comply with all applicable laws, rules, regulations and product requirements affecting the parties' performance under the terms of this Agreement, carrying the force of law including, without limitation, those of their respective state of incorporation or principal place of business, and of the state of operations (collectively referred to as "Applicable Laws").
- 1.2. Notwithstanding the above and any further provisions of this Agreement, the parties confirm that they have adequate procedures in place in order to comply with the Applicable Laws relating to antitrust, anti-corruption, anti-money laundering, sanctions and export control obligations, data protection, the prohibition of child and forced labor, labor rights, occupational health and safety, as well as environmental protection during the term of the parties' contractual relationship.

1.3. The parties agree to respect all internationally recognized human rights as expressed in the UN International Bill of Human Rights and the ILO's (International Labour Organization) fundamental conventions during the term of the parties' contractual relationship.

1.4. The parties shall ensure through the establishment, implementation, monitoring and active enforcement of pertinent policies, procedures and measures including, without limitation, the keeping of accurate books and records, that there is continuous and full compliance with all of the provisions in this article.

E. Social Responsibility, Environmental Protection and Product Compliance

The following provisions define the standards and requirements on social responsibility, environmental protection and product compliance of Daimler Truck AG (hereinafter referred to as „DTAG“) that DTAG and DTCZ Partners (hereinafter referred to as „Partners“ or „Partner“) must meet: compliance with internationally recognized human and labor rights, in particular the prohibition of child labor and forced labor, the handling of conflict minerals, compliance with environmental standards and guidelines, including precautionary environmental protection, as well as compliance with relevant product requirements and animal welfare regulations. The provisions are based on the DTAG “Business Partner Standards” and our company-wide “Declaration of Principles for Social Responsibility and Human Rights”. They are also based on national laws and regulations, in particular the German Supply Chain Due Diligence Act of 16 July 2021 (LkSG), as well as international standards such as the International Bill of Human Rights, the 10 principles of the United Nations Global Compact (<http://www.unglobalcompact.org>), the United Nations Guiding Principles on Business and Human Rights (hereinafter referred to as “UN Guiding Principles”, (OHCHR | Guiding Principles on Business and Human Rights: Implementing the United Nations “Protect, Respect and Remedy” Framework), the OECD Guidelines for Organization for Economic Co-operation and Development (OECD.org) and the core labor standards of the International Labor Organization (ILO, <http://www.ILO.org>).

The rights and obligations of DTAG set forth in this article are also the rights and obligations of DTCZ, unless expressly stated otherwise.

The Partner hereby enters into obligation to comply with the following standards (hereinafter referred to as „DTST 36“):

I. Standards on Human Rights and Good Working Conditions

1. Prevention of child labor

The Partner is obliged to comply at least with the ILO Convention No. 138 on Minimum Age of Employment and No. 182 on the Prohibition of Worst Forms of Child Labor in its enterprise. In particular, the Partner warrants for its enterprise that the products to be supplied are or were manufactured and processed without child labor within the meaning of ILO Conventions No. 138 and 182 and without violations of obligations arising from the implementation of these Conventions or any other applicable, national or international regulations combatting child labor.

2. Prohibition of forced labor and modern slavery

2.1 The Partner assures for its enterprise that all its employer practices are at least in line with ILO Conventions No. 29 and No. 105. In particular, all employees must have the freedom to terminate the employment relationship subject to a reasonable period of notice. This shall also apply to the use of external workforce.

2.2 All forms of forced labor, in particular compulsory labor, debt bondage, human trafficking and any other form of modern slavery, as well as other forms of domination or oppression in the workplace, such as through extreme economic or sexual exploitation and humiliation, must be prohibited.

2.3 The Partner may not restrict the freedom of movement of its employees by retaining ID documents or other measures against the will of the employees. Nor may any financial burden be imposed on employees by illegally withholding wages or imposing fees in the recruitment process.

3. Freedom of association, right to collective bargaining and the right to strike

The Partner has to respect the right of its employees to establish or join organizations of their own choosing, to appoint a representation and be elected for such a representation. Employees must be able to communicate openly and regularly with the company management in employee representations about working conditions without having to fear reprisals in any form. Their organizations are free to operate in accordance with the applicable law of the place of employment. Depending on the law of the place of employment, this includes in particular the right to collective bargaining and the right to strike. In this regard, ILO Conventions No. 87 and No. 98 are relevant. When freedom of association and the right to collective bargaining are restricted by law, the Partner must seek alternative ways to best respect the principles of ILO Conventions No. 87 and No. 98 in accordance with local laws.

4. Non-discrimination clause

Discrimination of employees is prohibited in any form. In particular, unequal treatment in employment on the basis of sex, national and ethnic origin, social origin, disability, trade union membership, political conviction, religion or belief, health status, age, pregnancy or sexual orientation is prohibited, unless it is justified by the requirements of employment. The Partner is at least obliged to take measures to avoid discrimination within the meaning of ILO Conventions No. 111 and No. 100.

5. Health and Safety

As an employer, the Partner shall ensure occupational safety and health at work in accordance with the ILO Conventions applicable at the place of employment, in particular ILO Convention No. 155, as well as the provisions of national law. This includes, in particular, the establishment and application of appropriate management systems for occupational health and safety ("management systems") in order to be able to take the necessary preventive measures against accidents and damage to health arising in connection with the work activity. The Partner declares its willingness to continuously improve its management systems and to work towards the introduction of a recognized and certified occupational health and safety management system (e.g. ISO 45001) within a reasonable period of time. The Partner must have health and safety guidelines in place, support the continuous development and improvement of working conditions and provide all employees with relevant training on a regular basis. The Partner must ensure a safe workplace, the necessary work equipment and appropriate protective equipment as well as protect its employees from excessive physical and mental fatigue. Employees will also be given access to sufficient drinking water and clean sanitary facilities. Where applicable, this also applies to accommodation provided by the Partner. If necessary, accommodation must also be dimensioned and equipped in such a way that accidents and damage to health are prevented as far as possible and appropriate accommodation is ensured.

6. Fair working conditions (remuneration, social benefits and working hours)

6.1 The Partner must ensure appropriate remuneration and must guarantee the social benefits prescribed by applicable law. Remuneration must, at a minimum, be in line with the minimum wage under applicable law. Insofar as the applicable law does not provide for minimum wage regulations, the remuneration shall be calculated in accordance with the law of the place of employment. In any case, remuneration must enable employees to secure at least their livelihood. Thereby, respective local cost of living of the employee and his family members as well as the local social security benefits and remuneration for full-time employment must be taken into account. Wages must be paid out in full and on a regular basis for services rendered and may not be retained

illegally. The Partner must ensure that employees receive clear, detailed and regular information on the composition of their remuneration in an appropriate form.

6.2 Working hours must comply with applicable laws or, insofar as these ensure a higher level of protection, with industry standards, but at least with the ILO Conventions applicable at the place of employment, in particular ILO Conventions No. 1 and No. 30. Overtime should only be voluntary and employees should be granted at least one day off after 6 consecutive working days.

7. Use of public and private security forces

In case the Partner deploys its own security forces to protect its operations or commissions security forces for this purpose, it must ensure that they comply with internationally recognized human rights. The Partner must, in particular, refrain from commissioning or deploying security forces, if during deployment persons are treated inhumanly or degradingly, suffer damage to life or limb or if their right to organize and the freedom of association is impaired.

8. Rights of minorities, local communities and indigenous peoples

8.1 The Partner may not unlawfully engage in forced eviction or unlawfully take land, forests or bodies of water, the use of which secures the livelihoods of a person.

8.2 The Partner must refrain from causing any harmful soil change, water and air pollution, noise emissions or excessive water consumption that is damaging to the health of persons, significantly impairs the natural bases for the preservation and production of food, or denies or significantly impedes people's access to safe and clean drinking water or sanitary facilities.

II. Human Rights Due Diligence

1. Implementation of human rights due diligence

The Partner is obliged to establish processes for human rights due diligence in its company (in particular a risk management system) within a reasonable time, provided that the Partner supplies products or provides services to DTAG that come with a risk of potential negative impacts on human rights in the value chain, and to take, systematic and appropriate due diligence measures in connection with human rights based on this process. Relevant in this regard are the national due diligence laws applicable to the Partner as well as the provisions of the UN Guiding Principles and relevant OECD Guidelines and Principles. In accordance with the UN Guiding Principles and, where relevant, in accordance with applicable laws, the Partner shall design the adequacy and scope of these measures according to the size and turnover of its enterprise, the nature and the origin of the product or service as well as the raw materials contained therein, and, in particular, according to the associated risks.

2. Transparency, cooperation and participation

2.1 As a prerequisite for the implementation of human rights due diligence measures referred to in Section II.1 above, the Partner shall establish transparency in its supply chain through internal processes in order to identify human rights risks and, where necessary, to be able to take appropriate counter- and control measures.

2.2 Upon request of DTAG, the Partner is obliged to provide information about the processes established in its company for human rights due diligence and, on request, must in particular answer self-assessment questionnaires completely and truthfully by submitting corresponding documents.

2.3 Upon request of DTAG the Partner must inform DTAG of identified risks and/or mitigating measures and must also provide DTAG with respective documentation of its due diligence measures. In particular, the Partner must identify critical human rights "branch points" (e.g. mines, smelters and refineries) and provide information about this on request (e.g. about the company and production location of the "branch point"). DTAG is committed to the UN Guiding Principles and strives to make such human rights-critical "branch points" transparent in the DTAG supply chain; the Partner declares its willingness to support this goal to the best of its ability.

2.4 The Partner allows DTAG to use the information obtained in accordance with these DTST 36 in the context of requests for information addressed to DTAG or other self-assessments relating to the processes established at DTAG for human rights due diligence, without prejudice to any confidentiality obligations on a need-to-know basis.

2.5 If a breach of the standards on human rights and good working conditions listed in Section I cannot be remedied by a partner in the foreseeable future, the Partner must notify DTAG of this immediately in writing or in text form and, together with DTAG and/or with relevant third parties, draw up a concept with a schedule for ending or minimizing the violation (corrective action plan). The Partner shall support DTAG to the best of its ability.

2.6 At the request of DTAG, the Partner undertakes to participate in trainings and further courses on the human rights standards and expectations of DTAG and will confirm its participation to DTAG upon request by providing appropriate documentation.

2.7 The Partner must pass on information received from DTAG on the accessibility, responsibility and on the implementation of a complaints procedure to its employees in a suitable manner. The complaints procedure must be accessible to employees while maintaining confidentiality of identity and effective protection against disadvantage. Unless notified by DTAG about a complaints procedure, the Partner itself is responsible for setting up an effective complaints mechanism at enterprise level for individuals and communities whose human rights may be negatively impacted.

3. Inspection and auditing

3.1 DTAG is entitled to inspect and audit the processes established by the Partner for human rights due diligence and the creation of transparency, including the due diligence measures taken by the Partner in connection with human rights, as well as the timely implementation of a corrective action plan, or to have them inspected or audited by a third party commissioned by DTAG. The Partner shall provide DTAG or a third party commissioned by DTAG with all requested information and documents for inspection and give them the opportunity to conduct discussions or interviews with the managing directors, managers and employees, insofar as this is reasonably necessary for these purposes. The Partner shall allow DTAG or a commissioned third party to make copies and extracts.

3.2 As part of supplying the products or the provision of services, the Partner must also ensure that DTAG or a third party commissioned by DTAG can also inspect and audit its suppliers and sub-suppliers in the event of a risk-based necessity.

3.3 DTAG may use the information and findings from these inspections and audits to fulfill legal obligations, such as those arising e.g. from reporting requirements.

4. Responsible sourcing of conflict minerals

4.1 The Partner undertakes not to commit or participate in any serious human rights violations such as torture, cruel and degrading treatment, including corporal punishment, sexual violence, war crimes and crimes against humanity. Suppliers of raw materials originating from conflict-affected and high-risk areas or transported through conflict-affected areas and suppliers using such raw materials in their products must effectively meet their due diligence obligations in the supply chain in order to minimize the risks of actual and potential adverse effects along the supply chain. They shall describe in a suitable strategy how they systematically identify, prioritize and initiate countermeasures.

4.2 Suppliers of 3TG (tin, tantalum, tungsten and gold) and suppliers who use these raw materials in their products must identify, disclose and evaluate all smelters and refineries within the supply chains and assess whether they have carried out a due diligence process in accordance with the OECD Due Diligence Principles for the Promotion of Responsible Supply Chains for Minerals from Conflict-Affected and High-Risk Areas. For this purpose, the affected suppliers must implement at least established procedures, such as the Responsible Minerals Assurance Process (RMAP). The affected suppliers shall ensure that, at the time of the start of production, these materials are procured exclusively from refineries and smelters that meet the requirements (status: conformant) of the RMAP of the Responsible Minerals Initiative (RMI). The affected suppliers must submit corresponding proof (e.g. a Conflict Minerals Reporting Template – CMRT) to DTAG on request. If a smelter or refinery used does not comply with this standard, DTAG may require the Partner to remove refineries and smelters that are not RMAP-compliant from the DTAG supply chain in the long term.

III. Environment

1. General environmental responsibility, environmentally friendly production and products

1.1 The Partner ensures that its production and products fully comply with the applicable environmental regulations, including permit conditions. The Partner will act in accordance with the precautionary principle with regard to environmental protection, take initiatives to promote greater environmental responsibility and promote the development and diffusion of environmentally friendly technologies.

1.2 Partners who supply components and/or production material are obliged to implement a certified environmental management system in accordance with ISO 14001, EMAS or comparable standards no later than two years after conclusion of the supply contract, to operate it for the entire term of the business relationship with DTAG and to submit a corresponding certificate. Proof must be provided by means of certification by an accredited certification company. A renewed certificate must be submitted in good time before the expiry of the validity period. Partners who do not supply components or production material must submit corresponding proof to DTAG on request.

2. Climate protection

2.1 The Partner shall strive to develop suitable corporate targets for its Scope 1, 2 and 3 emissions and take measures to work towards achieving the goals of the Paris Agreement. The Partner shall regularly monitor its progress and report to DTAG on request, in particular with regard to its CO₂ footprint at product level.

2.2 In order to reduce CO₂ emissions, the partner is supposed to follow the principle of prevention, reduction – and if this is not possible – compensation and neutralization.

2.3 The partner declares its willingness to support DTAG's climate ambitions. The partner must commit to the material- and component-specific CO₂ targets of DTAG, which are agreed as part of the awarding process, and aim to convert to CO₂-neutral products in the medium term. To contribute to these goals, these expectations must be passed on to the Partner's own supply chain.

3. Production-related environmental protection

The Partner shall ensure a high level of environmental protection in all phases of production. Against this background, the Partner shall ensure the following in particular with regard to its own production facilities and production.

3.1 Use and consumption of resources, including water and energy

a) The use and consumption of resources (including water and energy) during production must be reduced or avoided. This is done either directly at the place of origin or through procedures and measures, e.g. by changing production and maintenance processes or operations in the company, by using alternative materials, by savings, by recycling or by reusing materials.

b) Energy consumption must be monitored and documented. Economic solutions need to be found to improve energy efficiency and minimize energy consumption.

c) The Partner shall typify, monitor, check and, if necessary, treat waste water from operating procedures, manufacturing processes and sanitary facilities prior to discharge or disposal.

3.2 Handling of waste/Basel Convention

a) The Partner is obliged to reduce or avoid the generation of waste of any kind.

b) The Partner must comply with the prohibitions on the export of hazardous waste and the obligations in or from the Basel Convention as of 22 March 1989 in its current version. Section II. no. 1 to 3 shall apply accordingly.

3.3 Air

The Partner is obliged to find economical solutions to minimise any emissions (air and noise emissions) in production. General emissions from operations (air and noise emissions) as well as greenhouse gas emissions must be typed, routinely monitored, verified and, if necessary, treated by the Partner before they are released. The Partner is also obliged to monitor their emission control systems.

3.4 Hazardous substance management

Chemicals and other substances, that pose a hazard if released into the environment, must be identified. The Partner must set up a hazardous substance management system for them so that they can be safely handled, transported, stored, reprocessed or reused and disposed by using suitable procedures.

4. Product-related environmental protection

The Partner shall ensure the following in particular with regard to product-related environmental protection.

4.1 Material data sheets

The Partner must provide correct and complete IMDS (International Material Data System) material data sheets free of charge for all new and modified components or articles as well as for all substructure parts and/or service products contained in the spare parts. Within the course of new and change sampling, the material data sheets must be made available at the latest with the request for sampling. Incorrect material data sheets are rejected and must be corrected as soon as possible. Material data sheets not yet provided within the supplier relationship can be requested. Although sampling is generally not performed for carry-over, standard and so-called small parts organization parts when used in new series, material data sheets must also be provided for these parts or the articles contained therein on request. With regard to the delivery of plastic components, the Partner is obliged to document the use of recycled materials in IMDS. The exact proportion of recycled material [mass %] must be specified in the "Recycled material" tab.

4.2 Prohibitions and restrictions on substances

Substances and mixtures that are subject to legal restrictions or prohibitions may only be contained in the materials or components supplied or in the articles contained therein in accordance with these regulations. DTAG assumes that the Partner is aware of and will fulfil the obligations in accordance with these regulations. The Partner must comply with the material negative list in accordance with Daimler-Benz Supply Specifications (DBL) 8585.

4.3 Labelling

Substances and mixtures, as well as substances and mixtures in articles, components or products must be labelled in accordance with the legal requirements.

4.4 Minamata Convention and Stockholm Convention

Mercury must be used by the Partner in accordance with the provisions of the Minamata Convention of 10 October 2013 and persistent organic pollutants in accordance with the Stockholm Convention of 23 May 2001, as amended. Section II. no. 1 to 3 shall apply accordingly.

4.5 REACH Regulation

a) The Partner ensures that substances, substances in preparations and substances in articles that require registration are only delivered to DTAG if they are registered in accordance with Art. 5 and Art. 6 or Art. 7 Para. 1 of Regulation 1907/2006/EC (REACH-Regulation) for use at DTAG. The Partner also ensures that notification for substances in articles delivered, that are subject to notification according to Art. 7 Para. 2 REACH-Regulation, is performed by the Partner or – if the product was not manufactured by the Partner or imported – by a supplier or sub-supplier or, alternatively, the substance is registered for the intended use (Art. 7 Para. 6 REACH Regulation).

b) In general, when developing a new component and/or article it must be abstained from using substances listed in Annex XIV of the REACH Regulation. If the use of such substances is unavoidable, this is only permitted if it has been approved in writing or in text form by the respective DTAG component manager (Bauteilverantwortlicher, BTV). The Partner must provide evidence to DTAG that the Partner or one of its suppliers or its sub-suppliers has submitted an application for approval for the required use no later than reaching the "latest application date" according to REACH-Regulation (18 months before "sunset date" according to REACH-Regulation). Otherwise, the Partner must take measures to ensure that the requirements of the REACH Regulation are complied with.

c) As a precautionary measure for new developments it must also be abstained from using substances that the European Chemicals Agency ECHA has put on the list in Annex XIV (so-called "candidate list" in accordance with Art. No. 59 REACH-Regulation) if alternatives exist under technical and economic constraints. In case no alternatives exist, the use of the corresponding substance must be approved by the respective component manager (Bauteilverantwortlicher, BTV).

d) If substances subject to registration are not registered or substances listed in Annex XIV of the REACH Regulation are not permitted for the contractually intended uses at the time of delivery or a notification pursuant to Art. 7 Para. 2 REACH-Regulation is missing or if a component contains a substance listed in Annex XIV of the REACH-Regulation or on the candidate list, the Partner is obliged to contact DTAG directly: reach-kontakt@daimlertruck.com in order to initiate remedial measures.

e) Insofar as the delivered components, spare parts, attachments, accessories and/or packaging and/or articles contained therein, contain substances of very high concern (so-called SVHCs), which are published in the candidate list, to a proportion of more than 0.1% by weight, the Partner is obliged to provide all information pursuant to Art. 33 Para. 1 REACh-Regulation. This also applies if such a substance is included on the candidate list during the ongoing supply relationship. The information shall be communicated in written form, preferably via IMDS.

4.6 Interior emissions

Interior emissions must be minimized. The limits listed in DBL 5430 must be complied with.

4.7 End-of-life vehicles

a) In case the components and/or articles to be supplied by the Partner are subject to the Directive 2000/53/EC of the European Parliament and of the Council of 18 September 2000 (the End-of-Life Vehicles Directive) or are intended for vehicles that are subject to the End-of-Life Vehicles Directive, the Partner undertakes to provide information on disassembly, information on the design and manufacture in a manner suitable for reutilization and recycling, as well as a concept for drying and offloading pollutants. A utilization concept must be provided for selected components in consultation with DTAG.

b) The Partner must also comply with the VDA Labelling Standard 260 and MB-Standard 33035 for materials and components.

5. Holistic accounting for continuous improvement of products and production

a) DTAG conducts life cycle assessments based on ISO 14040 et seq. to determine and improve the overall environmental profile.

b) The Partner shall therefore provide DTAG with information on the relevant products, materials and processes upon request. DTAG guarantees that this information will be treated strictly confidential and will only be used for the purpose of holistic accounting.

c) DTAG obliges the Partner to communicate and disclose its CO₂ and environmental footprint of products. DTAG uses LCA as a holistic tool and provides a guideline that provides information on standards and methods to be complied with (please refer to the supplier portal).

d) Data must be provided in a defined documentation format (VDA data collection format for life cycle assessments). The period and data quality must be agreed between DTAG and the Partner.

IV. Product Compliance

The Partner shall ensure within its area of responsibility that its scope of performance complies with all product requirements resulting from applicable regulations, policies, directives, laws, technical standards or other comparable applicable provisions. In doing so, the partner must take into account the fundamental spirit of the respective provision as well as the scientific and technical state-of-the-art. Further, the Partner has to establish adequate structures within his organization to ensure the adherence to all these product requirements and the corresponding documentation. The structures should provide orientation and guidance for the Partners' employees and consider aspects such as product conformity, integrity and ethical understanding.

The Partner shall comply with and implement the requirements of the VDA Volume Produktintegrität (Product Integrity). However, it is left to the Partner to decide, if the Partner implements a Product Safety and Conformity Representative (PSCR) or not.

If the Partner gains knowledge of facts that substantiate suspicions of a violation of above-mentioned product requirements regarding safety, emissions and/or regulatory conformity with implications for DTAG, the Partner must immediately notify DTAG in text form and, if the Partner may be responsible for such a violation, immediately investigate the facts.

V. Animal welfare

The Partner is obliged to comply with the applicable laws and regulations on animal welfare in the context of its business relationships with DTAG.

VI. Forwarding of standards in the supply chain

The Partner will forward the contents of the following sections of these Conditions: Part E, Section I, II, III. no. 3.2. and III. no. 4.4 and IV, to its suppliers, placing them under corresponding obligations,

and will monitor and check compliance with the standards (cf. Sections I, II, III. no. 3.2. and III. no. 4.4. and IV) in the supply chain. In particular, the Partner is responsible for ensuring and controlling that his suppliers and their sub-suppliers also act in accordance with these standards. In case the Partner has any suspicions with regard to a violation of these standards in the supply chain, the Partner is obliged to investigate these and to inform DTAG upon request about the identified violations and risks as well as the measures taken.

VII. Consequences of a breach by the Partner

Should DTAG determine a violation of the obligations arising from these DTST 36 (Part E. of these Conditions) by the Partner, DTAG will inform the Partner of this immediately in writing or in text form and set a reasonable grace period for the Partner to remedy the breach. In the event that a violation can foreseeably not be remedied by the Partner within the grace period, the Partner must notify DTAG of this immediately in writing or in text form and, together with DTAG and/or with relevant third parties, draw up a concept with a schedule for ending or minimizing the violation (corrective action plan). In case of fruitless expiration of the grace period or the implementation of the corrective action plan does not remedy the situation within the agreed schedule and a continuation of the business relationship is unacceptable for DTAG and no milder means are available, DTAG may terminate all existing legal transactions with the Partner without further notice and terminate all negotiations. The statutory right to extraordinary termination without a grace period, in particular in the event of very serious violations, remains unaffected, as does the right to compensation for damages.

F. Validity and effectiveness

1. This version of General Purchase Conditions Daimler Truck Česká republika s.r.o. is valid from June 30, 2023.

2. DTCZ is entitled to unilaterally change the provisions contained in these Conditions, provided that DTCZ will inform the Contractor of the intended changes by publishing them on its website www.mercedes-benz-trucks.com/cs_CZ in the "Ke stažení" section and possibly in another suitable way, e.g. by e-mail, min. six (6) weeks before this change takes effect. If the Contractor does not agree with the changes to the Conditions, he is entitled to terminate the Agreement, of which these Conditions are a part, within 30 days from the delivery of the notice of change to the Conditions, with effect from the date of delivery of the notice to DTCZ. The Contractor acknowledges that if he does not terminate the Agreement with regard to the changes to the Conditions according to the previous sentence, the changes to the Conditions are effective on the date specified in the notification of the change to the Conditions. By agreeing to the order or further fulfilling the subject matter of the Agreement after the changes to the Conditions take effect, the Contractor accepts their new wording.

3. In the event that the Agreement contains an agreement on the current version of the Conditions different from the agreement stated in Part F, paragraph 2 of these Conditions, such an agreement shall take precedence.

4. In the event of a discrepancy between the Czech and English language versions, the Czech version of these Conditions shall prevail.