

Shape Corp. Czech Republic, s.r.o.,  
GENERAL BUSINESS CONDITIONS OF PURCHASE,

version effective as of January 1, 2012

1. Validity

- 1.1 These General Business Conditions of Purchase (hereinafter referred to as "the Conditions") apply to all purchases and orders carried out by the company Shape Corp. Czech Republic, s.r.o., including purchase contracts, contracts for work and other types of contract regulated as well as expressly unregulated by the Commercial Code or the Civil Code (hereinafter also referred to as "a/the Contract"), in the case of which Shape Corp. Czech Republic, s.r.o. (hereinafter also referred to as "the Buyer") is in the position of the buyer, customer or another similar position. The other Contracting Party is then, for the needs of these Conditions, referred to as "the Seller".
- 1.2 These Conditions supplement the contents of a Contract in the event that the Contract does not contain specific provisions. Different provisions in a written Contract always have priority over the wording of these Conditions.
- 1.3 For the purposes of these Conditions, a Contract is meant to be a framework agreement and a partial purchase contract entered into based on an order placed by the Buyer and confirmed by the Seller, as well as an independent confirmed order of the Buyer or another contractual stipulation agreed upon by the Parties.
- 1.4 These Conditions constitute general business conditions in terms of the provisions of Section 273 of the Commercial Code No. 513/1991 Coll., as amended.

2. Order and conclusion of a Contract

- 2.1 By confirming an order, the Seller confirms it agrees to these Conditions.
- 2.2 The confirmation of an order by the Seller means that a Contract is entered into.

3. Terms of delivery

- 3.1 Unless provided otherwise, the place of delivery is the seat of the Buyer.
- 3.2 The Seller is obliged to deliver goods or render the agreed services (hereinafter collectively also referred to as "(the) Goods") in a due and timely manner, in the agreed quality and in such a way that the Goods comply with regulations in force, with the relevant technical standards in particular.
- 3.3 Possible delay in the delivery of Goods, even if such delay is just threatening, must be notified by the Seller to the Buyer in advance, immediately after the Seller learns of the threatening danger of delay or if, taking into account all circumstances, such danger can be envisaged, even if just theoretically.
- 3.4 At the time of the handover of Goods by the Seller to the Buyer, as well as for the set guarantee period, the Goods must have the qualities as per the order (contract), must have the agreed quality and must comply with regulations in force, with the relevant technical standards in particular. All the Goods or their qualities must above all conform to all the drawings, calculations, specifications or samples handed or specified by the Buyer to the Seller. This applies mainly to the standardized handbooks and manuals of the Buyer, which are designed for these purposes and have been handed or otherwise specified to the Seller.
- 3.5 Upon handover of Goods, the Seller is also obliged to hand the Buyer all the relevant certificates of quality and certificates of completeness of a delivery, as well as attestations, certificates or similar legally effective documents concerning the qualities, use and approval of the products and materials delivered or used by it, and, furthermore, the technical documentation of the real design, in 2 copies. Without the handover of these documents (attestations, certificates, letters of guarantee and declarations of conformity in particular), if in view of the character of the Goods delivered they are usually provided along with such Goods, the handover cannot be deemed due.
- 3.6 Furthermore, the Seller is obliged to hand the Buyer the relevant operating manuals and maintenance books related to the Goods if in view of the character of the Goods delivered they are usually provided along with such Goods (all operating manuals and maintenance books shall be provided in the Czech and English languages).
- 3.7 The Seller is obliged, apart from other things, to deliver Goods to the Buyer free of any legal defects. The Seller expressly declares that the Goods delivered by it are not burdened with any rights ensuing from intellectual or industrial property (trademarks, patents, industrial patterns, other copyrights, etc.). If the owner of these rights is the Seller, it undertakes to transfer the same, along with the Goods, to the Buyer upon delivery of the Goods. In the event that any third party raises any claims, the Seller undertakes to satisfy such claims to the full extent instead of the Buyer, and if such claims are of financial nature, the Seller undertakes to settle such financial claims to the full amount immediately after receipt of the Buyer's call to do so, either directly to the third party in question or to the seller if the Buyer has already satisfied such claims of the third party in question. The Seller also undertakes to compensate the Buyer for all damaged incurred, including lost profit associated therewith.
- 3.8 The Buyer is obliged to accept Goods that are delivered in a due and timely manner. The Contracting Parties will produce a handover protocol on the handover and receipt of Goods, which both Contracting Parties undertake to sign, or the Buyer will confirm the delivery note. The signing of the handover protocol or the delivery note does not exclude claiming defects subsequently, and asserting the Buyer's guarantee claims is not excluded either.
- 3.9 The danger of damage to Goods passes to the Buyer the moment the Goods are accepted.
- 3.10 The Seller is not entitled to charge a third party (subcontractor) with the performance of a Contract unless it has received the prior express written consent of the Buyer to do so.

4. Price, invoicing and payments

- 4.1 Unless otherwise provided in an order (contract), the price always includes VAT.
- 4.2 The price quoted in an order is complete and final. The purchase price includes, among other things, transportation to the place of delivery, unloading of the Goods from the conveyance by the Seller, handling the Goods, packing expenses, all taxes, insurance, customs formalities or other expenses associated with the delivery of the Goods to the place of destination.
- 4.3 The purchase price shall be settled based on an invoice made out by the Seller.
- 4.4 The Seller is entitled to make out an invoice only after the Goods are duly handed over to the Buyer. The invoice will be delivered to the Buyer personally, possibly by a postman or by means of some transport or forwarding company.

- 4.5 An invoice is due within 60 days from the day of its delivery to the Buyer.
- 4.6 Invoices will be handed to the Buyer in duplicate. Their contents will include, apart from the agreed requisites, the maturity period and particulars ensuing from the legal regulations of the Czech Republic, as well as the description and condition of the Goods really delivered.
- 4.7 The Buyer is entitled to return an invoice to the Seller without being settled if the same fails to conform to the above-mentioned conditions, possibly if it does not contain all the above-mentioned requisites or the requisites stipulated by generally binding regulations.
- 4.8 By returning an invoice, the original maturity period stops passing. The whole period passes again from the day of the provable delivery of a completed, corrected or newly produced invoice to the Buyer.
- 4.9 If the date of the delivery of Goods (term of delivery) is not adhered to, the Seller is obliged to pay the Buyer a contractual penalty in an amount of 0.1% of the total price of the Goods for each calendar day of delay.
- 4.10 The settlement of the contractual penalty does not affect the right to compensation for loss, which is granted to the full extent, i.e. to the extent exceeding the contractual penalty.

#### 5. Responsibility for defects

- 5.1 The Seller is obliged to deliver the subject of a Contract to the Buyer without any defects, in the agreed quantity, in the first-class quality and with the relevant documents.
- 5.2 Complaints about apparent and quantitative defects must be lodged without undue delay after being ascertained by the Buyer.
- 5.3 The Seller is obliged to remove claimed defects without undue delay, in 5 days from the complaint being delivered by the Buyer at the latest. Failing that, the Buyer has the same rights as if the Contract was breached materially, including the right to demand a discount on the purchase price and the right to withdraw from the Contract.
- 5.4 The costs associated with removing defects, especially transportation expenses, travelling expenses, labour costs and material costs, are borne by the Seller.
- 5.5 The Buyer is vested with the right to carry out a repair of Goods by itself or through a third party, or otherwise utilize or process the material of defective Goods, especially with a view to fulfilling the Buyer's obligations towards its customers in a due and timely manner. The costs of the repair of Goods or of the necessary modification of material are fully borne by the Seller.
- 5.6 The guarantee period related to the quality of Goods or services rendered by the Seller is 24 months from the day of their receipt by the Buyer, unless provided otherwise in an order (contract).

#### 6. Final provisions

- 6.1 The Contracting Parties have hereby agreed that their mutual relationship is governed by the provisions of Act No. 513/1991 Coll., the Commercial Code, as amended, and both Contracting Parties deliberately and intentionally preferred the conclusion of a Contract under the Czech Commercial Code to conclusion under the Civil Code or another legal regulation. Any and all amendments and alterations to a Contract may only be made in writing. Both Contracting Parties state and declare that they fully know and understand the English language and agree that possible written or other communication or entering into contracts between the Parties go on in English.
- 6.2 If a controversial or another issue arising from a Contract must be addressed to the court, the Parties choose, in terms of Section 89a of the Code of Civil Procedure, the jurisdiction of the locally competent court, which is the District Court of Plzeň-město, possibly the Regional Court in Plzeň, if it has jurisdiction over the issue.
- 6.3 Without the prior written consent of the Buyer the Seller is not entitled to assign its possible claims towards the Buyer to third parties.
- 6.4 The Buyer reserves the right to withdraw from a Contract if it can reasonably assume that the Seller will not be able to fulfil its obligations.
- 6.5 The Buyer is entitled to withdraw from a Contract if the Seller is in delay with the fulfilment of any of its obligation under an order (contract) or these Conditions for more than 10 days.
- 6.6 The Buyer is entitled to withdraw from a Contract at any time, even without giving the reason. In the case of such withdrawal, however, the Buyer is obliged to compensate the Seller for the costs provably incurred by it in connection with the performance of the Contract up to the moment of withdrawal, however, on condition that such costs (material costs, partial performance, etc.) cannot be utilized or valorized by the Seller in another way. The Seller is obliged to assert a claim to compensation for such costs, including a detailed calculation and substantiation, in 30 days from the withdrawal from the Contract at the latest, otherwise this claim of the Seller ceases to exist.
- 6.7 In order that the risks ensuing from a Contract are secured sufficiently, the Seller is obliged to take out an insurance policy, which must cover all risks falling within responsibility for damage caused to another entity in connection with the Seller's activity, it being understood that the insurance company is obliged to provide benefit covering all the extent of damage incurred. Insurance coverage related to damage caused by the Seller (responsibility for damage – material damage and injury caused to persons) must be at least ten times as large as the agreed value of the Contract (contract price).
- 6.8 The Seller undertakes to keep in confidence the Buyer's confidential information and not to disclose it to third parties in the course of the contractual relationship with the Buyer and for another three years after its termination, save for instances when such information is required by the court or another authorized body of state administration or territorial self-administration. Confidential information is meant to be all information of any kind, including commercial information (especially information constituting a trade secret), technical information, information about practical procedures, as well as any and all other information acquired before or after signing a Contract, which the Seller acquired during oral negotiations or through another means of communication, with the exception of information that is generally known. The Seller undertakes to ensure that the confidential information is only made available to those employees of the Seller who must know it in view of their job description, and undertakes to ensure that these employees are bound by an obligation to maintain confidentiality about the confidential information. The Seller undertakes to ensure that confidentiality is maintained even on the part of possible third parties participating in the fulfilment of the purpose of a Contract.