

## **General Terms and Conditions of Sale and Delivery Spider New Technology (GTC's) for SPIDER-AUTONOMOUS 2.0 | 2SGS – EFI (Czech Law)**

### **1. SCOPE OF APPLICATION**

1.1 The following Terms and Conditions of Sale and Delivery (hereinafter referred to as "GTC") of SNT - SPIDER NEW TECHNOLOGY s.r.o., with its registered office at Froncova 476, 198 00 Prague 9, Czech Republic (hereinafter referred to as "SNT") shall apply to all business relations with buyers as end users (hereinafter referred to as "Customer/s"). They apply in particular to contracts for the sale and/or delivery of movable goods, regardless of whether SNT manufactures them itself or purchases them from suppliers/subcontractors.

1.2 The Customer is an entrepreneur that purchases products or uses services for the purpose of the Customer's business in accordance with Section 420 of Act No. 89/2012 Coll., the Czech Civil Code, as amended (hereinafter referred to as the "Civil Code"). Within the scope of the preparation of the offer, the Customer must provide mandatory information on its entrepreneurial status (e.g. VAT ID, company name and association affiliation) in order to enable SNT to verify the entrepreneurial status.

1.3 Unless otherwise agreed, our GTC in the version current at the time of the Customer's order shall also apply as a framework agreement (§ 305 para. 3 BGB) for subsequent contracts within the meaning of 1.1 with the same Customer without SNT having to refer to them again.

1.4 SNT's GTC shall apply exclusively. Conflicting, deviating or supplementary terms and conditions of the Customer are hereby rejected and shall not become part of the contract unless SNT expressly agrees in writing to their validity. All deviations must be made in writing and require written confirmation by SNT's management.

### **2. CONCLUSION OF CONTRACT, RESERVATION OF RIGHT TO CHANGE**

2.1 The conclusion of a purchase contract does not occur when the Customer sends an order to SNT as the Seller. A purchase contract arises at the time of confirmation of the Customer's order by the Seller. From that moment on, reciprocal rights and obligations arise between the Customer as buyer and SNT as seller, which are defined in the purchase contract and these GTC, which are an integral part of the purchase contract. The conclusion of a purchase contract without the negotiation of all its requisites stipulated by the Civil Code is excluded within the meaning of Section 1726 of the Civil Code. Furthermore, in accordance with Section 1740(3) of the Civil Code, SNT excludes the acceptance of an offer with an amendment or deviation SNT's offers are always subject to confirmation.

2.2 Written orders of the Customer constitute a binding offer to conclude a contract.

2.3 A contract shall only be concluded upon receipt of an order confirmation from SNT by the Customer.

2.4 In the interest of technical development, SNT reserves the right to make minor changes to the design and execution of the goods even after acceptance of the order, provided that this does not unreasonably affect the interests of the Customer.

2.5 By entering into a purchase contract, the Customer acknowledges that the Customer has read and agrees to these GTC. These GTC form an integral part of the concluded contract. Upon completion of the order, an email confirmation of the order will be sent to the buyer. The current version of the GTC and the Privacy Policy will be attached as an annex to such confirmation. The time of the conclusion of the purchase contract shall be deemed to be the time of confirmation of the order by SNT as the seller.

### **3. PRICES**

3.1 The prices of the price list valid at the time of delivery shall apply.

3.2 SNT's prices are net prices and are exclusive of any other taxes, duties, charges (for example contributions for the disposal of electrical waste, or other charges that the Customer is obliged to pay for the goods) and packaging costs, unless otherwise agreed.

3.3 For an order value of EUR 250 (net) or more, delivery shall be CIP (INCOTERMS 2020) to the agreed destination. For an order value below EUR 250 (net), SNT shall separately invoice a logistics flat rate as foreseen in the price list.

3.4 SNT shall be entitled to charge for each deviating order item for orders that deviate from the packaging unit according to the respective current dealer catalog as foreseen in a price list.

3.5 The goods are supplied with an official tax invoice and delivery note.

### **4. TERMS OF PAYMENT, DEFAULT IN PAYMENT**

4.1 Invoices from SNT are due and payable in Euro before delivery of the goods and receipt of the invoice (advance invoice).

4.2 Payments shall be made net and without any deductions within ten (10) business days after the invoice date (advance invoice).

4.3 Payment means via bank transfer or direct debit (SEPA-Basislastschrift). In case of payments by direct debit (SEPA-Basislastschrift), the debit shall be made 10 days after the invoice date. At the latest 1 day before this due date, Customer will receive advance information about the direct debit by e-mail. If the specified bank account does not have the required coverage or if a direct debit is not possible due to incorrectly specified bank data, the SNT's due claim remains and SNT will additionally charge Customer the bank processing fees incurred by the return debit. Other legal rights remain unaffected.

4.4 If, after the conclusion of the purchase contract, a significant deterioration or change occurs in the Customer's financial circumstances that endangers SNT's claim to consideration, or if such a situation already existed with the Customer at the time of the conclusion of the purchase contract but only became known to SNT afterwards, SNT may refuse performance until the consideration has been fulfilled. A significant deterioration is to be assumed in particular in the case of compulsory execution measures against the Customer, (threatening) bankruptcy of the Customer, refusal of an important loan or surrender of uncovered checks. Especially in these cases, SNT may set the Customer a reasonable deadline for the provision of the counter-performance or the provision of security concurrently with the Customer's own performance the providing of proof that such kind of an obstacle has been removed. If the consideration or security or such proof is still not provided, SNT shall be entitled to withdraw from the purchase contract.

4.5 The Customer is not entitled to offset or withhold any payment. Any Customer's payments are considered to be paid on time if the appropriate amount of payment is credited in full to the SNT's account on or before the due date of such payment.

4.6 In the event that the Customer has already paid the price of the goods and the purchase contract is canceled, withdrawn from, SNT reserves the right to transfer the funds back to the Customer to the same account number from which the payment was made.



## **5. DELIVERY PERIOD, DELIVERY, PARTIAL DELIVERIES, TRANSPORT DAMAGES**

5.1 Delivery periods shall only be binding if SNT has expressly confirmed them in writing. Delivery periods shall be extended to a reasonable extent if the Customer fails to fulfill in due time any cooperation obligations incumbent upon it or if the Customer demands changes, unless SNT is responsible for the delays.

5.2 Compliance with the delivery periods shall be subject to the provision that SNT is supplied correctly and on time by its own suppliers, insofar as SNT is not responsible for the delays in delivery on the part of its own suppliers. SNT shall notify the Customer of any emerging delays as soon as possible.

5.3 SNT shall be entitled to make partial deliveries, provided this is reasonable for the Customer.

5.4 The Customer shall notify the carrier of any externally visible damage upon delivery. The Customer shall notify SNT of all other damage in writing without undue delay, at the latest within seven (7) days as of delivery.

## **6. TRANSFER OF RISK**

The risk of damage, loss or deterioration of the goods shall pass to the Customer when the goods are handed over for shipment, even if partial deliveries are made. If the dispatch is delayed for reasons that lie in the person of the Customer, the risk is already transferred to the Customer with the sending of SNT's notification of readiness for dispatch to the Customer.

## **7. RESERVATION OF OWNERSHIP**

7.1 The title to the goods stays at the SNT's part until the full payment of the purchase price and full payment of all other claims against the Customer arising from the respective contractual relationship as well as additionally all other claims to which SNT is entitled at the time of the respective conclusion of the purchase contract, especially claims against the Customer from deliveries and services, including balance claims from current account (hereinafter referred to as "goods subject to retention of title").

7.2 The Customer shall store the goods subject to retention of title, to which SNT is entitled, free of charge for SNT. The Customer is obliged to treat the goods subject to retention of title at Customer's costs with due diligence care.

7.3 The Customer is not permitted to pledge or assign as security the goods subject to retention of title as long as the retention of title exists. In the event of seizure or other interventions by third parties in the goods subject to retention of title, the Customer shall immediately notify SNT in writing so that SNT can file a third-party action and take other measures to protect the ownership of the reserved goods. Insofar as the third party is not in a position to reimburse SNT for the court or out-of-court costs of an action, the Customer shall be liable for the damage and loss incurred by SNT.

7.4 The Customer shall not be entitled to sell the goods subject to retention of title.

## **8. WARRANTY**

**GENERAL PROVISIONS** - The warranties described below are provided by SNT as the seller and the authorized SNT distributor/ SNT service point. Under this warranty, SNT will repair or replace, at its option, any covered part that is found to be defective in material or workmanship during the applicable warranty period. Warranty service must be performed by **SNT distributor/ SNT service point or SNT service center**, i.e. authorized by SNT to sell and/or service the applicable

type of equipment, using only new parts or components authorized by SNT. For IT and software issues related to autonomous driving, this has to be done with **SNT IT support centers**, i.e. authorized by SNT. Warranty service will be provided at no cost to customer for parts and labor. However, Customer shall be responsible for all service calls and/or transportation of the goods to and from Customer's location or service center, for any overtime charges requested by Customer, and for any service and/or maintenance work not directly related to a defect covered by the warranties below, including any necessary cleaning of the goods.

#### 8.1 SNT provides the following warranty and rights from defective performance:

- a. Each Customer must ensure that the first data transfer from the delivered goods to the SNT MySpider web portal occurs within seven (7) days as of the delivery in order to obtain the full 12 month/800 working hour warranty ("záruka" in Czech) for the goods as of delivery of the goods. Within such data transfer will be there proceeded the automatic registration of the goods. Without the properly and timely first data transfer from the delivered goods to the SNT MySpider web portal SNT does not grant to the Customer any warranty for the goods and the Customer may exercise the rights from defective performance (in Czech: práva z vadného plnění) within a 6-month period that starts from the time of passage of the risk of damage, loss or deterioration of the goods.

Customer shall inspect the goods promptly upon receipt. The Customer is obliged to read the instructions for use (operating instructions) and any warranty conditions before first use and then to follow such information strictly, otherwise the Customer runs the risk of damaging the goods through improper use, which may result in the inability to assert the Customer's rights under the warranty or under liability for defects.

The period for exercising the rights under the warranty for defects begins upon acceptance of the item by the Customer. The Customer may exercise the rights from defective performance within a period of 6 months, which runs from the time of passage of the risk of damage, loss or deterioration of the goods.

The Customer shall notify SNT in writing of any defects apparent in such inspection promptly, but in no event later than seven (7) business days after delivery.

The Customer shall notify SNT in writing of any defects that could not be detected during the proper incoming inspection without undue delay, but no later than seven (7) working days after discovery of the defects. Otherwise, the goods shall be deemed approved, unless the defect was fraudulently concealed by SNT.

If the Customer fails to notify SNT of the defect within the time limits stated above (i.e. what could have been discovered by timely inspection and sufficient care after the risk of damage, loss or deterioration to the goods has passed to the Customer), the Customer loses the right to withdraw from the purchase contract.

If there is a defect in the goods, the purchase contract shall be deemed to have been breached in an insubstantial manner and the exercise of the right from defective performance shall proceed in accordance with Section 2107 of the Civil Code.

In the event that the goods are used by the Customer for professional or industrial purposes (providing services to third parties), the Seller does not provide a warranty ("záruka" in Czech) for the goods and the Customer may exercise the rights from defective performance within a 6-month period that starts from the time of passage of the risk of damage, loss or deterioration of the goods. *OR If a warranty is nevertheless provided, it will be provided for a period of 6 months from the time of passage of the risk of damage, loss or deterioration of the goods.*

- b. SNT provides 3 months warranty for spare parts delivered outside the warranty from the day they are delivered to the Customer, but only on condition that they have been installed and assembled by an **authorized SNT distributor/ SNT service point or SNT service center**. Failure to do so will void such warranty. Rights from defective performance for such delivery are not admitted.
- c. For new spare parts delivered under warranty, the warranty period expires together with the warranty period of the entire product. Rights from defective performance for such delivery are not admitted.

8.2 The Customer is obliged to perform the warranty checks on the goods as prescribed in the operating instructions. In the event of IT and/or software defects, the operating instructions designated for this purpose shall apply. The Customer is obliged to notify the Seller of a defect in the goods without undue delay after it becomes apparent.

8.3 In order for a warranty claim to be recognized, the Customer must have all prescribed warranty checks performed and recorded.

8.4 In case of defects claimed by the Customer within the warranty period (during the period for exercising rights from liability for defects) shall assess and determine whether it is a defect within the warranty period that can be recognized (recognized warranty) or not and shall arrange for the repairs to be carried out. In the case of software problems or defects that can be attributed to autonomous driving, the IT service center determines the further course of action. The elimination of the problem always takes place in the first step "remotely" with the Customer and/or authorized service point and the IT support center. The seller is not obliged to settle a complaint within 30 days. A complaint shall be settled within the time period specified by the applicable authorized SNT distributor/ SNT service point or SNT service center.

8.5 If the goods are defective at the time of transfer of risk of damage, loss or deterioration of the goods and if this has been duly notified in writing in accordance with Clause 8.1 a) by the Customer to SNT, SNT shall first have the opportunity to repair the goods or deliver a replacement at SNT's discretion ("subsequent performance"), setting a reasonable deadline. Only in case SNT does not fulfill the subsequent performance in a reasonable deadline (at least 3 months as of the notification), the Customer shall be entitled to withdraw from the contract or require an adequate reduction of the purchase price in accordance with the statutory provisions. The Customer may not change the choice made without the consent of SNT. The Customer may claim damage (no losses) exclusively in accordance with clause 8.6.

8.6 SNT is not responsible for: (1) Used Equipment; (2) Equipment that has been altered or modified in a manner not approved by SNT, including, but not limited to, adjustment of the fuel delivery of the injection pump beyond Spider specifications; (3) Depreciation or damage caused by normal wear and tear, lack of adequate and proper maintenance, failure to follow operating instructions, misuse, lack of protection during storage, or accidents; (4) Repairs made by the Customer; (5) Normal maintenance parts, including blades, hydraulic hoses, belts, bearings, spark plugs, filters, chains, tires, winch cables, etc. and other than warranty service.

8.7 To obtain warranty service, Customer must (1) report the product defect to an Authorized Distributor/Service Point and request repair within the applicable warranty period, (2) provide proof of the warranty start date, and (3) make the goods available to an Authorized Distributor/Dealer or Service Center within 30 days. In the event of software problems or defects attributable to autonomous driving, the Customer must (1) report the product defect to the IT Support Center and request a repair within the applicable warranty period, (2) provide proof of the warranty start date, and (3) make the goods or the relevant parts available to the Service Center within 30 days.

8.8 Unless otherwise agreed, SNT shall not assume any warranty for the suitability for a specific purpose, for the usual use or that the goods have a quality that is usual for goods of the same type and can be expected by Customers. Public statements, recommendations or advertising by SNT do not constitute a contractual quality of the goods.

## **9. EXPORT, USE AND APPLICATION RESTRICTIONS**

9.1 SNT will only permit to deliver goods to Customers who are domiciled within the European Economic Area (EEA), Switzerland and the UK. The Customer has to proof sufficiently such condition to SNT.

9.2 The right to use SNT's trademarks, including by distributing the goods to which SNT's trademarks are affixed, is limited to the EEA, Switzerland and GB. SNT is not responsible for and Customer waives any claims associated with the transfer and/or use of goods outside the EEA, Switzerland and the UK.

## **10. LIABILITY**

10.1 The Customer shall not be entitled to compensation for damage caused by a defective product in accordance with Section 2943 of the Civil Code, by a defect-free product, during assembly or installation of the product or in any other way causally linked to the product.

10.2 SNT shall be liable for damage only in the event of fraudulent concealment of a defect. SNT shall also be liable in cases of mandatory statutory liability.

10.3 In all other respects, SNT's liability - regardless of the legal grounds - is excluded unless otherwise regulated in these GTC.

10.4 Insofar as SNT's liability is excluded or limited in accordance with the above provisions, this shall also apply to the personal liability of SNT's executive bodies, legal representatives, employees, staff and vicarious agents.

## **11. ELECTRONIC COMMUNICATION; DATA PROTECTION**

11.1 When the Customer sends messages to SNT by e-mail or other communications from computer or smartphone, the Customer communicates electronically with SNT. SNT will also communicate with the Customer electronically. The written form of Customer's communication is proved only in case, if SNT confirmed the delivery of such electronic message to the Customer. For contractual purposes, Customer agrees to receive all communications in electronic form. Furthermore, the Customer agrees that all notifications, confirmations and notices that SNT communicates to the Customer do not require written form in this respect, unless mandatory applicable legal provisions require a different form of communication.

11.2 SNT collects and stores data of the Customer necessary for the business transaction. When processing personal data of the Customer, of its representatives or its employees in execution of a business transaction, SNT shall process personal

data only to the extent required for the performance of contract, these GTC or for the fulfillment of legal obligations, in accordance with the privacy policy and shall observe the statutory provisions, in particular the provisions of the EU Data Protection Regulation ("GDPR") and Act No. 110/2019 Sb., on processing of personal data, as amended, as well as other relevant legislation. Details on the processing of personal data by SNT as well as the rights of data subjects can be found in our privacy policy. Further information on personal data protection is available at: [www.spidernewtech.com/gdpr-declaration](http://www.spidernewtech.com/gdpr-declaration).

## **12. COPYRIGHT AND DATABASE RIGHTS**

12.1 The entire content of works, texts, graphics, logos, button icons, images, digital downloads and data collections created by the operator of the SNT website is the property of SNT and is protected by Czech and international copyright and database rights.

12.2 The Customer may not extract and/or reuse any page content without express written consent. The reproduction, editing, distribution and any kind of exploitation outside the limits of copyright law require the written consent of the respective creator. Downloads and copies of individual pages of the SNT website are only permitted for private, non-commercial use.

## **13. CHOICE OF LAW AND PLACE OF JURISDICTION**

13.1 These General Terms and Conditions and the contractual relationship between SNT and the Customer shall be governed exclusively by the laws of the Czech Republic to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

13.2 The exclusive place of jurisdiction for all disputes arising from or in connection with these GTC or the contractual relationship between SNT and the Customer shall be Prague / Czech Republic. However, SNT shall also be entitled to sue the customer at the customer's general place of business.

## **14. OTHER PROVISIONS**

14.1 The Customer shall not be entitled to assign rights or claims arising from the contract to third parties without SNT's prior written consent.

14.2 The special provisions on the sale of goods in commerce do not apply to the regulation of the relationship between the Seller-SNT and the Customer, with the exception of the provisions of Section 2160 of the Civil Code, which are expressly applicable to the relationship between a seller and a buyer that is an entrepreneur. Furthermore, the provisions on obligations under contracts concluded with consumers (Part 4 of the Civil Code), in particular the provisions of Section 1829 *et seq.* of the Civil Code, shall not be applied to the relationship between SNT and the Customer.) For the relationship between SNT and the Customer, the provisions of § 1924 of the Civil Code are expressly excluded; in the event of a claim, the Customer is not entitled to reimbursement of costs reasonably incurred, unless expressly stated otherwise in these GTC. Act No. 634/1992 Coll. on Consumer Protection, as amended, shall not apply to the relationship between the Buyer that is an entrepreneur and the seller.

14.3 All presentation of the goods set forth on SNT's web interface is informative only and SNT in its capacity as the seller is not obliged to enter into a purchase contract in respect of these goods. Section 1732 (2) of the Civil Code shall not apply.



14.4 The Customer is entitled to purchase only such quantities as correspond to the normal operation of the facility of an ordinary entrepreneur. Goods purchased by the Customer as an entrepreneur are not for resale. If the Customer orders or purchases a quantity that does not correspond to the normal operation of the facility of an ordinary entrepreneur or if SNT comes to conclude that it will be used for resale, SNT is entitled to cancel the order and, if the order has already been confirmed, SNT is entitled to withdraw from the purchase contract without the Buyer being entitled to any further claims.

14.5 SNT is entitled to withdraw from a purchase contract concluded with the Customer if the price of the goods has changed significantly, or if it is not possible to obtain the goods or parts of the goods from the Seller's supplier at the originally stated price or within the time limit agreed in the purchase contract.

14.6 These GTC are displayed on the SNT website, which makes it possible for them to be archived and reproduced by the Customer.

14.7 Should any provision of these GTC be or become invalid, unlawful or unenforceable this shall not affect the validity of the remaining provisions. The same shall apply in the event that these GTC do not contain a provision that is necessary in itself. The contracting parties shall replace the invalid, unlawful or unenforceable provision with the legally permissible and enforceable provision that comes closest in economic terms to the meaning and purpose of the invalid and unenforceable provision. If these GTC or the contracts are incomplete, the contracting parties shall reach an agreement with the content on which they would have agreed in the sense of these GTC or the contracts if the regulatory gap had been known at the time of the conclusion of the contract.

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