



General terms and conditions for purchasing Alucast, s.r.o.

ALUCAST, s.r.o.

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I. Introductory provisions

1. These General Terms and Conditions (hereinafter referred to as "GTC") within the meaning of the provisions of Section 1751, paragraph 1 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code") regulate the mutual rights and obligations between the Customer and the Supplier regarding all contractual relationships arising between the Customer and the Supplier in connection with the delivery of goods or services by the Supplier, in particular, but not only, regarding contractual relationships based on a purchase contract pursuant to the provisions of Section 2079 et seq. of the Civil Code, when the subject matter is the delivery of goods, and a contract for work pursuant to the provisions of Section 2586 et seq. of the Civil Code in cases where the subject matter of the contract is the performance of work.

2. The supplier is understood to be the person with whom the contract was concluded, or the person to whom the proposal for concluding a contract in the form of an order was delivered, and who made a statement or other timely legal action towards the Customer as the ordering party, from which consent to the content of the order or consent to concluding the contract can be inferred, as foreseen in the GTC. The supplier is in particular, but not exclusively, the seller in the case of a purchase contract, or the contractor in the case of a work contract.

3. The goods are understood to be goods already manufactured (in particular the subject of purchase), as well as goods that will only be manufactured on the basis of a contract with the supplier (in particular the work), and, unless otherwise stated in the GTC or unless this contradicts their nature, also the services provided by the supplier. The price is understood to be the payment for the goods provided by the supplier, in particular, but not exclusively the purchase price, the price for the work and the price for the services provided.

4. By concluding a contract in the manner prescribed by these GTC, the Supplier confirms that it has become familiar with the content of these GTC and that it will be governed by them in the relevant contractual relationship. The provisions of the GTC are an integral part of the contract. Provisions deviating from the GTC may be agreed in a separate contract. Deviating provisions in a separate contract take precedence over the provisions of the GTC. The provisions of the GTC take precedence over those provisions of the Supplier's own terms and conditions that conflict with the provisions of the GTC, provided that the Customer has given written consent to the Supplier's own terms and conditions.

5. These GTC are publicly accessible on the Customer's website available at <https://www.alucast.cz> (hereinafter referred to as the "Website"), so as to enable their archiving, reproduction, preservation and repeated display by the Supplier.

II. Code of Ethics,

The Code of Ethics is binding for all partners of Alucast, s.r.o. and is a summary of ethical rules, standards and describes the values and behavior with which it undertakes to comply.



- Respect for the laws of the Czech Republic and the European Union.
- Respect and trust in interpersonal relationships.
- Pro-customer and human approach.
- We trust and respect different opinions regardless of gender, race, nationality or cultural differences.
- A problem is an opportunity to develop.
- We do not accept any gifts or benefits from third parties.

II. Product safety

Alucast partners confirm in AS9100D clause 8.1.3 that they plan, implement or have implemented and followed the processes necessary to ensure product safety throughout the product life cycle.

Product safety, as defined in AS9100D clause 8.4.3, is:

- The state in which a product is capable of performing its designed or intended purpose without causing unacceptable risk of harm to persons or damage to property.
- The only way a product can perform its specified intended purpose is to be planned and maintained throughout each step of the manufacturing process. Planning, implementing and controlling processes to ensure product safety is paramount.
- The organization shall ensure that persons performing work under the organization's control are aware of their contribution to product safety.
- Operational planning and management are required. Good personal and product safety practices should include detailed instructions for the manufacturing process, inspection requirements, instructions for the prevention, detection and removal of foreign objects (FOD), handling, packaging and preservation.

Suppliers ensure product safety. AS9100D 8.4.3 Information to external providers states that they are aware of their approach to product safety. It is essential that these requirements are directed to all suppliers involved in the supply chain.

It is also required to:

- Implement a quality management system.
- Use customer-specified or approved external providers, including process resources (e.g. processes).
- Notify the organization of non-conforming processes, products or services and obtain their disposition approval.
- Prevent the use of counterfeit parts
- Inform the organization of changes to processes, products or services, including changes to external providers or the manufacturing site and obtain the organization's approval.
- Flow to external providers of applicable requirements, including customer requirements.
- Provide test samples for design approval, inspection/verification, investigation or audit.
- Maintain documented information, including retention periods and disposal requirements.

III. Right of inspection

1. We reserve the right for the organization, its customers and regulatory authorities to access relevant areas of the facility and relevant documented information at any level of the supply chain.

IV. Environmental protection

1. The supplier undertakes to comply with all legal regulations in the field of environmental protection. The supplier undertakes to comply in particular with Regulation (EC) No. 1907/2006 of the European Parliament and of the Council of 18 December 2006 (hereinafter referred to as the "REACH Regulation") and Directive 2011/65/EU of the European Parliament



and of the Council (hereinafter referred to as the "RoHS 2 Directive"), including Government Regulation No. 481/2012 Coll., on the restriction of the use of certain hazardous substances in electrical and electronic equipment.

2. If the delivered goods do not comply with the REACH Regulation or the RoHS 2 Directive in the wording effective at the time of delivery, the supplier is obliged to inform Alucast thereof at the email address: obchod@alucast.cz. If such notification is not sent to the specified address, the delivery will automatically be considered to be RoHS 2 compliant and not containing any substances listed in Annex XIV of the REACH Regulation.

In the event that the delivered goods contain conflict materials pursuant to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, the supplier may be required to provide a manufacturer's declaration of conflict minerals.

3. If the delivered goods contain substances or mixtures classified as hazardous within the meaning of Regulation (EC) No. 1272/2008 of the European Parliament and of the Council of 16 December 2008 on classification, labelling and packaging of substances and mixtures (hereinafter referred to as the "CLP Regulation"), they must be delivered in packaging and with a label in accordance with this Regulation. The supplier is obliged to send the safety data sheet with the offer. In the event that the supplier does not properly label hazardous substances and mixtures within the meaning of the CLP Regulation or does not provide a safety data sheet, Alucast reserves the right to refuse to accept the delivery for safety reasons and to withhold the related payments until the deficiencies are eliminated. In this case, the supplier shall be liable for damage, including damage to health, caused by such delivery, and the costs associated with compensation.

V. Protection of confidential information

1. All information provided by the parties to the contract during the negotiation of the contract and in connection with it is confidential and none of the parties to the contract to which this information has been provided may disclose it to a third party or use it for its own needs contrary to its purpose. Furthermore, the parties to the contract shall consider as confidential and keep secret all information relating to the goods that is not publicly available or known. In this context, the contracting parties undertake to maintain confidentiality regarding confidential information of all their employees or persons entrusted with partial tasks in connection with the performance of the subject matter of the contract

2. The obligation of confidentiality does not apply to information that: a) can be published without breach of the contract, b) has been exempted from these restrictions by written consent of both contracting parties, c) is known or has been published otherwise than as a result of a breach of obligation by one of the contracting parties, d) is known to the recipient before the contracting party discloses it, e) is requested by a court, public prosecutor's office or competent administrative authority on the basis of the law, or the publication of which is stipulated by law, f) is disclosed by a contracting party to a person bound by a legal obligation of confidentiality (e.g. a lawyer) for the purpose of exercising their rights.

3. The supplier is obliged to maintain confidentiality regarding the content of the contract between him and Alucast. All documents related to the implementation of the contract, including the contract itself, are a trade secret of Alucast, and the supplier undertakes to prevent any direct or indirect dissemination of this information.

4. The obligation of confidentiality applies regardless of whether the contract is ultimately concluded or not, and the obligation continues to apply even after the possible termination of the contract. The obligation of confidentiality therefore applies to information obtained before the conclusion of the contract and after its termination.

5. Without the permission of Alucast, the supplier is not entitled to communicate, advertise or otherwise use the mutual business relationship with Alucast for marketing purposes.