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**GENERAL PURCHASE CONDITIONS (GPC) -
AirStream System a.s
SV 009
ISSUE 1**

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1 INTRODUCTION

These General Purchasing Terms and Conditions (hereinafter referred to as the "GPC") shall apply to all deliveries of goods and services provided by the supplier to AirStream System a.s., as the buyer (hereinafter referred to as "AirSS" or the "Buyer"), unless expressly agreed otherwise between the parties in writing.

2 BUYER

2.1 The Buyer in these GPC always refers to the company AirStream System a.s., with its registered office at Višňová 207, 262 61 Višňová, registered in the Commercial Register maintained by the Municipal Court in Prague, file number B 28473 (hereinafter "AIRSS").

3 SUPPLIER

3.1 Whenever "Supplier" is mentioned in the text, it refers to the person providing material, parts, moulds, tools, inspection and measuring fixtures, and/or services to AIRSS.

4 DESIGNATION OF REPRESENTATIVES / CONTACT PERSONS

4.1 The Supplier is obliged to designate contact persons for communication with AIRSS, both for routine cases and for extraordinary situations.

4.2 If there is a change in contact persons, the Supplier must inform AIRSS of this no later than 5 working days.

5 SUPPLIER QUALITY MANUAL (SV004)

5.1 The Supplier Quality Manual (SV004) is provided to the Supplier by the Buyer electronically and/or upon request.

5.2 SV004 forms an integral part of the contractual documentation between the Supplier and the Buyer if it is referenced in the Order, price agreement, framework agreement, or these GPC.

6 QUALITY SYSTEM REQUIREMENTS

6.1 The Supplier is expected to have a quality management system that corresponds at least to the latest valid revision of ISO 9001.

7 GOODS

7.1 Whenever "Goods" are mentioned in the GPC text, they refer to: material, parts, moulds, tools, inspection and measuring fixtures.

8 RAW MATERIALS AND INPUT MATERIAL

8.1 Unless otherwise stated, the Supplier is fully responsible for the purchase of raw materials and other input materials, whereby all Goods will be manufactured exclusively from virgin, previously unused material.

8.2 Transport costs associated with the material purchased by the Supplier are borne by the Supplier.

9 TOOLS IN CUSTOMER OWNERSHIP

9.1 AIRSS may from time to time, based on a separate agreement, provide the Supplier with tools and necessary production, testing, and inspection fixtures and equipment (hereinafter "Tools") for the purpose of manufacturing and/or repairing the Goods, whereby these Tools may be the property of AIRSS or a customer of AIRSS.

9.2 The Supplier is obliged to permanently mark these Tools so that the ownership of the item is visible.

9.3 The Supplier shall maintain the Tools, as well as handle them with due care, and shall use them exclusively for the purpose of manufacturing Goods for AIRSS.

9.4 Dodavatel neposkytne Nástroje třetí straně za jakýmkoliv účelem včetně, ale nikoli výhradně, převodu, pronájmu nebo zájmy bez předchozího písemného souhlasu společnosti AIRSS.

9.5 The Supplier shall not provide the Tools to a third party for any purpose, including but not limited to transfer, lease, or loan, without the prior written consent of AIRSS.

9.6 The Supplier is obliged to insure the provided Tools against property damage at their new value at its own expense. All payments from this insurance shall be pledged by the Supplier in favor of AIRSS.

9.7 The Supplier is not entitled to move the Tools without prior written consent from AIRSS.

10 TOOL MAINTENANCE

10.1 Maintenance costs for the Tools are the responsibility of the Supplier.

10.2 The Supplier is responsible for procuring and storing all spare parts necessary to ensure the functionality of the Tools during their agreed use for production.

10.3 Unless otherwise agreed, the Supplier performs regular preventive maintenance on the Tools at its own expense.

10.4 Every preventive maintenance of Tools, inspection, repair, and general overhaul must be documented.

11 PACKAGING

11.1 Unless otherwise agreed, the Supplier is responsible for designing a suitable method of packaging for the delivered Goods that ensures the protection of the Goods during transport and storage.

11.2 If the use of returnable packaging is agreed upon, its quantity must be determined and mutually agreed upon by both parties and must correspond to the agreed safety stock of Goods as well as logistic and production requirements.

11.3 If the returnable packaging is owned by AIRSS, the Supplier is responsible for its storage in a place without the influence of weather conditions; the Supplier is not entitled to use this packaging for a third party or for a purpose other than that agreed in the contract.

11.4 The Supplier is not entitled to request or charge any returnable deposits on returnable packaging that is owned by the Supplier on invoices.

11.5 Regardless of ownership and type of packaging, the Supplier is responsible for delivering the Goods in clean, undamaged, and properly labelled packaging.

11.6 Any discrepancy in packaging may be a reason for refusing the delivery of the Goods.

12 LABELING

12.1 All packaging of Goods (i.e., pallets, drums, boxes, bags, etc.) must be clearly labeled; all labels must comply with AIRSS specifications.

12.2 Labels must state at least the name and address of the Supplier, the name and address of the customer (AIRSS), the order/release number (hereinafter "Order"), the identification number of the Goods, their name, quantity including unit of measurement, the batch of the Goods, and the expiration date (if applicable or if required by AIRSS).

12.3 In the case of the first delivery of Goods after a technical change, the packaging must be marked with an additional yellow label with the text "CHANGE" (ZMĚNA).

12.4 Any discrepancy in labelling may be a reason for refusing the delivery of the Goods.

13 DELIVERY NOTE

13.1 A delivery note from a domestic supplier must include at least the following information: document issuance date, name and address of the Supplier, name and address of the customer (AIRSS), Order number, Goods number (as used by AIRSS) including the technical change index, quantity, and batch number.

13.2 A delivery note from a foreign supplier must include at least the following information: document issuance date, name and address of the Supplier, name and address of the customer (AIRSS), delivery condition according to INCOTERMS (see Art. 17.1), Order number, Goods number (as used by AIRSS) including the technical change index, quantity and net weight with unit of measurement, lot size, batch number, number of boxes and total quantity and (net and gross) weight, customs tariff of the delivered goods.

13.3 A missing or incomplete delivery note may lead to refusal of the delivery of Goods.

13.4 Unless otherwise stated and/or unless otherwise required by binding legal regulations, AIRSS accepts delivery notes in Czech and/or English and/or German.

14 INVOICING

14.1 Unless otherwise agreed, the invoice must be delivered to AIRSS electronically in *.pdf format, exclusively to the address fakairss@airstreamsystem.com. Parallel (duplicate) sending of invoices by mail or attaching copies of them to transport documents, except when required in connection with customs clearance of the Goods, is not accepted.

14.2 An invoice issued by a Supplier with its registered office in the Czech Republic must contain all requirements prescribed by legal regulations. Beyond the legally defined requirements, the relevant Order number must always be stated on the invoice, and individual invoiced items must contain the identification number of the Goods used by AIRSS.

14.3 The Supplier's account number (always stated on the invoice including SWIFT and IBAN codes) must be identical to one of the Supplier's accounts listed in the VAT payer registration and published in a manner allowing remote access; the Supplier declares on the invoice that as of the date of issuance of the invoice, it has not been declared an unreliable payer.

14.4 If the Supplier requests payment to a different account that is not published in a manner allowing remote access, AIRSS is entitled to suspend the payment of such invoices until the correct account number is notified, and this action by AIRSS is not considered a delay, and the Supplier is not entitled to payment of interest on late payment or contractual penalties or compensation for damage.

14.5 An invoice issued by a Supplier with its registered office outside the Czech Republic must contain requirements according to legal regulations and at least: Order number, identification number and description of the Goods used by AIRSS, quantity, unit of measurement, unit price, and other data needed for customs/tax purposes.

14.6 Unless otherwise stated and/or unless otherwise required by binding legal regulations, AIRSS accepts invoices issued in Czech and/or English and/or German.

14.7 Any discrepancy with the above requirements may be a reason for refusing the invoice, meaning that the invoice will be promptly returned to the Supplier and a delay in

payment may occur (for procedural reasons, payment cannot be made earlier than 10 working days from the date of delivery of the corrected invoice).

15 DELIVERY SCHEDULE / ORDERS

15.1 Unless otherwise agreed, all Goods from the Supplier are ordered by issuing an individual Order, which is in accordance with the "Framework Cooperation Agreement / Price Agreement."

15.2 Orders and forecasts are transmitted via email.

15.3 The Supplier is obliged to confirm the Order without undue delay, no later than 5 working days from its delivery.

15.4 Confirmation of the Order by the Supplier containing a reference to the Supplier's terms and conditions and/or other deviations from the Order or these GPC is considered a proposal for change (counter-offer), which the Buyer does not accept unless it is expressly confirmed in writing by an authorized representative of the Buyer.

15.5 If the Supplier does not refuse the Order within the period according to Art. 15.3 in writing with reasons, or if they start performance, the Order is deemed confirmed and binding for the Supplier as to the subject, quantity, and delivery date, under the conditions of the Order and these GPC.

15.6 The Buyer is entitled to reasonably change the Order (especially quantity, schedule, delivery location) by notifying the Supplier. The Supplier is obliged to accept the change unless they prove objective impossibility of performance.

15.6 AIRSS must be immediately informed by the Supplier in the event that the Supplier is unable to deliver the Goods as to the date and time of delivery, quantity, and quality, together with the submission of a corrective action plan.

15.7 The Supplier bears all costs for ensuring extraordinary transport of Goods that AIRSS considers necessary to prevent delayed delivery to customers of AIRSS, including responsibility for costs incurred by AIRSS due to late delivery of Goods from the Supplier (especially extraordinary transport, extraordinary work, and costs associated with stopping production lines at AIRSS and at customers of AIRSS).

16 ACCURACY AND TIMELINESS OF DELIVERY

16.1 Accurate delivery means delivery of the requested Goods by the Supplier realized in the time, quantity, and quality required by AIRSS. Correct labeling of the delivered Goods is also considered a significant quality requirement.

16.2 The Supplier is not entitled to make partial deliveries, early deliveries, deliveries in a different quantity, or deliveries of substitute performance without the prior written consent of the Buyer.

16.3 Every delivery must be accompanied by all transport documents, packing list, delivery note, Goods certificate and/or material certificate, and possibly other documents requested by AIRSS (SV004, price agreement, Order) and/or required by binding legal regulations.

16.4 Any delivery other than specified above is not considered accurate and/or timely and may be refused by AIRSS and returned to the Supplier at its expense.

17 DELAY

17.1 The Supplier is responsible for precise delivery within the required performance deadline.

17.2 The Supplier is obliged to pay a contractual penalty in the amount of 0.1% of the price of the undelivered Goods for each day of delay, but at least 100 EUR.

17.3 If, due to late delivery of Goods caused by the Supplier, production lines at AIRSS are stopped, the Supplier will be charged a contractual penalty in the amount of 400 EUR for each hour of production stoppage.

17.4 Contractual penalties according to this article apply even for repeated breaches of obligations, and the Buyer's rights to full compensation for damages remain unaffected.

17.5 In the event of a Supplier delay, the Buyer is further entitled to

- withdraw from the affected Order and/or
- arrange substitute performance by a third party (so-called "cover purchase") and charge the Supplier the price difference and associated costs.

18 PRICE OF GOODS, INCOTERMS, AND PAYMENT TERMS

18.1 Unless otherwise agreed, the prices of the Goods are understood to include packaging and transport to the relevant AIRSS plant (delivery condition DAP). AIRSS reserves the right in some cases to arrange the transport of Goods from the Supplier at its own expense through its own transport and/or a hired carrier (delivery condition FCA).

18.2 Unless otherwise stated in the Order, the **INCOTERMS® 2020** delivery conditions shall apply. Use of a later edition of INCOTERMS is possible only if explicitly stated in the relevant Order.

18.3 Unless agreed otherwise in the Price Agreement, all prices of the Goods are calculated in EUR, and current development of the exchange rate between EUR and any other currency has no influence on their amount.

18.4 Unless otherwise agreed in the Price Agreement, the Buyer shall pay the price of the Goods with a maturity of 60 days from the day the later of these events occurs:

- delivery of a faultless invoice issued in accordance with these GPC and
- proper delivery of the Goods to the agreed place of destination in accordance with the Order and these GPC.

18.5 Payment of an invoice does not represent acceptance of the Goods nor confirmation of their defect-free status; the Buyer is entitled to suspend payment of disputed/claimed amounts until the claim is resolved.

18.6 Unless AIRSS and the Supplier agree otherwise, the prices of the Goods are calculated as fixed, valid for the entire duration of deliveries of Goods to AIRSS, except for possible influences of raw material prices as mentioned in Article 18.8.

18.7 The Supplier is obliged to submit a detailed price breakdown of the delivered Goods to AIRSS upon request throughout the cooperation with AIRSS.

18.8 If an unexpected change in the prices of raw materials needed for the production of Goods occurs, the Supplier and AIRSS shall enter into price negotiations; a change in raw material prices within a range of $\pm 10\%$ during a calendar year is not a reason for changing the prices of the Goods. Until mutual agreement with AIRSS is reached, the Supplier is not entitled, even if the price of raw materials increases by more than 10%, to unilaterally increase the price of the Goods.

18.9 The price of the delivered Goods must be competitive throughout the time the Supplier delivers Goods to AIRSS and will be considered the maximum possible price (except for changes due to an increase in raw material prices according to Article 18.8). The price of the Goods will be considered uncompetitive if the Goods or an equivalent product can be delivered by a third party for a price lower than the current price of the Goods, taking into account usual business terms.

18.10 In the case of an uncompetitive price, the Buyer is entitled to request a price reduction, and if no agreement is reached within a reasonable time, the Buyer is entitled to terminate the purchase of the affected Goods without any penalties.

19 CHARGING OF COSTS, ADMINISTRATIVE FEES, AND PENALTIES

19.1 The Supplier may be charged incurred costs and/or administrative fees and/or contractual penalties in the event of any discrepancy in quality, delivery, or invoicing of Goods as well as in the event of a breach of any other rules specified in the GPC, SV004, and the price agreement.

18.2 A detailed overview of the amounts that may be charged to the Supplier in the event of discrepancies is provided in the annex to these GPC (if established). AIRSS's rights to a contractual penalty due to delayed delivery (see Article 17) are not affected by the application of these amounts.

20 ADVANCE SHIPPING NOTICE (ASN)

20.1 The Supplier is responsible for submitting an Advance Shipping Notice ("ASN") for each shipment of Goods to AIRSS in writing via email no later than one day in advance.

21 MATERIAL CERTIFICATE

21.1 Unless otherwise agreed, the Supplier must deliver a Material Safety Data Sheet (MSDS) in accordance with the legal system of the Czech Republic and a Technical Data Sheet (TDS) of the material before the first delivery of Goods.

21.2 The material certificate and/or measurement report must be submitted to the AIRSS procurement department before sending the Goods, at the latest at the time of delivery of the Goods; otherwise, AIRSS is entitled to refuse the delivery of the Goods at the Supplier's expense.

**22 TAKEOVER, INSPECTION, TRANSFER OF RISK OF DAMAGE,
DEFECTS (BASIC RULES)**

22.1 Takeover of Goods by the Buyer upon delivery (including signing transport documents) is only confirmation of receipt of the shipment and does not mean acceptance of quality or confirmation of absence of defects.

22.2 The Buyer is entitled to perform an incoming inspection and claim defects even after delivery, especially in the case of hidden defects or those detectable only during processing/use of the Goods.

22.3 The risk of damage to the Goods passes to the Buyer only at the moment of proper delivery of the Goods to the agreed place of destination and their acceptance after the incoming inspection by the Buyer (unless otherwise explicitly agreed in the Order).

22.4 Any reservation of ownership rights by the Supplier is excluded. Ownership rights to the Goods pass to the Buyer at the moment of their proper delivery to the agreed place of destination.

22.5 If the Supplier does not remedy the defect without undue delay, the Buyer is entitled to arrange for the removal of the defect or substitute performance by a third party at the Supplier's expense.

23 DELIVERY OF GOODS

23.1 If transport of the Goods to AIRSS is not part of the delivery condition stated in the contract with the Supplier, AIRSS arranges transport by a specific carrier at its own expense.

23.2 In special cases, AIRSS may, even in cases where transport of goods is the responsibility of AIRSS, require the Supplier to arrange transport by a pre-specified carrier; if in such cases the Goods are sent by a different carrier without prior written approval from AIRSS, the costs of such transport will be borne by the Supplier.

24 REJECTED / CLAIMED GOODS, QUALITY COSTS

24.1 In the event of a defective and/or damaged delivery of Goods, a quality and/or delivery claim protocol will be sent to the Supplier by email (see SV004).

24.2 The Supplier bears all costs incurred by the Buyer in connection with defective performance, including costs for sorting, inspection, reworking, assembly/disassembly, extraordinary transport, disposal, and furthermore, costs and penalties applied by the Buyer's customers ("back-to-back" recourse), if they relate to a breach of the Supplier's obligations.

24.3 The Supplier is obliged to communicate a corrective action plan and a deadline for substitute performance to the Buyer without undue delay (no later than 24 hours from the notification of the claim, unless agreed otherwise).

25 SUPPLIER RATING

25.1 The procurement department of AIRSS regularly evaluates Suppliers based on their ongoing quality, timeliness of deliveries, technical support, and business activities towards AIRSS.

25.2 "Zero error" and "100% timeliness of deliveries" are key requirements for every Supplier; regardless of the rating of other criteria, any deviation from these two requirements is a reason for the implementation of documented corrective measures..

26 WARRANTY

26.1 The Supplier guarantees that the delivered Goods are free of defects and correspond to the agreed requirements and technical specifications and are according to the latest level of technical documentation.

26.2 Unless the AIRSS customer requires different conditions, a warranty period of 24 months for the delivered Goods is calculated from the moment of delivery of the product in which the Goods are incorporated to the AIRSS customer, but no longer than 36 months from the moment the Goods were delivered to AIRSS.

26.3 In the case of replacement/repair of the affected Goods, the warranty period for the replaced/repaired Goods runs again from the day of delivery of the defect-free Goods.

27 CONFIDENTIALITY AND PERSONAL DATA PROTECTION

27.1 The Supplier is obliged to maintain strict confidentiality of all information made available to it by AIRSS and/or companies linked to AIRSS and to treat it as a trade secret and ensure that third parties do not have access to such information.

27.2 The Supplier is obliged to immediately inform AIRSS if it is aware that a third party has gained access to confidential information or if such confidential information has been devalued or lost.

27.3 The Supplier agrees that it will not use confidential information outside the scope for which it was provided without the prior written consent of AIRSS.

27.4 This confidentiality obligation applies to all persons connected with the Supplier, regardless of their contractual relationship with the Supplier. The Supplier shall adequately bind all such persons and employees or any third party with access to confidential information.

27.5 This maintenance of confidentiality and commitment to limited use of information applies during the period of the business relationship between AIRSS and the Supplier and further for a period of 10 years after the termination of such business relationship.

**28 GENERAL PROVISIONS (PRECEDENCE OF GPC, OFFSETTING,
INSURANCE, SUB-DELIVERIES, AUDIT)**

28.1 Unless agreed otherwise, all contracts between AIRSS and the Supplier are governed, interpreted, and executed in accordance with the laws of the Czech Republic.

28.2 Any provision of these GPC that becomes or is considered invalid will not affect the validity and binding nature of the other provisions. The invalid provision will be replaced by a valid provision that is closest to the one being replaced in its business and legal consequences.

28.3 Precedence of documents and exclusion of the Supplier's General Terms and Conditions (battle of forms):

a) These GPC are the Buyer's exclusive business conditions. Any business conditions of the Supplier (including order confirmations, delivery notes, invoices, or other documents) shall not apply.

b) Any deviating agreement is effective only if explicitly agreed in writing in the Order/framework agreement and confirmed by an authorized representative of the Buyer.

c) Confirmation of the Order by the Supplier containing a reference to the Supplier's terms and conditions and/or other deviations from the Order or these GPC is considered a

proposal for change (counter-offer), which the Buyer does not accept unless it is expressly confirmed in writing by an authorized representative of the Buyer.

d) Receipt of performance, signing of delivery documents, or payment of the price are not considered acceptance of the Supplier's business terms and conditions.

28.4 Offsetting and retention of payments: The Buyer is entitled to unilaterally offset its claims against the Supplier's claims to the extent they are eligible for offsetting. The Supplier is not entitled to perform offsetting without the prior written consent of the Buyer. The Buyer is entitled to suspend (retain) payments in the extent corresponding to disputed, claimed, or otherwise reasonably retained amounts.

28.5 Supplier's Liability Insurance: The Supplier is obliged to maintain liability insurance for damage (especially damage caused by a product defect/service provided and damage from operational activity) throughout the duration of the contractual relationship with a limit of indemnity of at least **25,000,000 CZK** per insurance event and at the same time at least 25,000,000 CZK in total for the insurance period, unless a higher limit is requested in the Order. The Supplier shall submit an insurance certificate (and upon request, insurance conditions) to the Buyer upon request and is obliged to inform the Buyer in writing without delay of any reduction in the limit, non-payment of insurance premiums, cancellation, or termination of insurance. Failure to fulfill this obligation is considered a material breach of contract.

28.6 Sub-deliveries and Assignment: The Supplier is not entitled without the prior written consent of the Buyer to (i) assign performance or part of it to a subcontractor if it may have an impact on quality, deadlines, or confidentiality, or (ii) assign any rights or obligations from the contractual relationship with the Buyer.

28.7 Audit: The Buyer is entitled, after prior notice, to perform an audit at the Supplier (and to a reasonable extent also at its relevant subcontractors) focused on quality, processes, storage, labeling, traceability, and fulfillment of requirements according to SV004.

28.8 Dispute Resolution (Prorogation): All disputes arising from these GPC and/or in connection with them will be decided by the courts of the Czech Republic. The parties have agreed on local jurisdiction such that for proceedings in the first instance, **the District Court in Příbram** is locally competent; if the subject-matter jurisdiction of the regional court is given, then the **Regional Court in Prague**.

29 CHANGES

29.1 The Buyer is entitled to change the GPC and SV004 to a reasonable extent. The Buyer shall provably inform the Supplier of the change (e.g., by email to the Supplier's designated contact) stating the effective date.

29.2 The Supplier is entitled to refuse the change within a period of 15 days from delivery of the notice; in such a case, it is entitled to terminate the framework commitment with a notice period sufficient to obtain similar performance from another supplier.

29.3 The version of the GPC effective on the day the Order is sent applies to individual Orders, unless otherwise stated in the Order.

SIGNATURE CLAUSES (as needed)

Date:

Supplier – company name and signature of the statutory representative:

AIRSS – signature of the authorized representative: