Purchase Order #4391036949

(Please print this PO number on the invoice)

Order date: 2025-04-17

Send the invoice to:
Email to :

VALEO AUTOKLIMATIZACE k.s. Control Panels division
SSC Accounts Payable - CDA
Kustova 2596/2
269 44 Rakovnik
CZECH REPUBLIC

Supplier:

CVUT v Praze, FEL
Technicka 2
166 27 Praha 6 - Dejvice
CZ
Phone: +420 224 357 448
Supplier ID: 179654

Bill To:
VALEO AUTOKLIMATIZACE k.s.
Kustova 2596/2
269 44 Rakovnik
CZECH REPUBLIC

Delivery Date:
2025-04-21

Payment terms:
90 days the 10/25

Ship to:
VALEO AUTOKLIMATIZACE k.s. - CDA - hall H6

V Lubnici 2805/II
269 01 Rakovník
CZECH REPUBLIC

Supplier incoterm
DDP - Delivered Duty Paid
To be defined in PO

Requester:

Purchaser:

Nº	Supplier Part Number	Description	Quantity	Unit net price	Net total
1		**Chemical analysis** Chemical analysis of burned flex cable and PCB - project MRA2 Start: 31/03/2025 - End: 07/04/2025	1 EA	50 000,00 kč	50 000,00 kč

Net total	**50 000,00 kč**

VALEO AUTOKLIMATIZACE k.s.
Control Panels division

VALEO AUTOKLIMATIZACE
Identification No: 49823001, with its registered seat at Rakovník - Rakovník II, Kuštova 2596, PSČ 26901, registrede in the Commercial Register kept by the Municipal Court in Praha, SectionA, Insert 59488
(hereinafter referred to as „Valeo“)

General Terms of Purchase

1. Scope

Unless otherwise agreed upon with the Valeo's Purchasing Department (the "Purchasing Department"), these General Terms of Purchase shall apply to all purchases made by Valeo whether they be for tools, machines or equipment, parts, raw materials, other materials, or services (the "Supply" or the "Supplies").

2. Orders

2.1 Purchase Order
Supplies must always be the subject of a purchase order (the "Order"), valid either for an unlimited period of time (the "Open Order") or for a limited period of time (the "Closed Order"). Orders shall be made by mail, fax, or any electronic means that has been agreed upon. In these General Terms of Purchase, the words “Order”, “Open Order” and “Closed Order” shall mean, except where the context requires otherwise, an agreement concluded by the acceptance of Valeo’s order to purchase Supplies.
2.2 Acceptance of the General Terms of PurchaseThe General Terms of Purchase shall be deemed accepted upon receipt of the acknowledgment of receipt attached to the Order, which is to be returned to the Purchasing Department by the supplier (the "Supplier") by mail, fax, or any electronic means that has been agreed upon, at the latest within eight (8) business days from the Order date. These General Terms of Purchase shall prevail over the Supplier’s terms of sale. In the absence of an acknowledgment of receipt, the beginning of the performance of the Order shall be deemed an express acceptance of these General Terms of Purchase and shall automatically entail the Supplier's waiver of its own terms and conditions. Acceptance of these General Terms of Purchase shall automatically mean that the Supplier undertakes to comply with the Valeo Production System and the Valeo Quality System, as well as any other Quality control procedure(s) that may be implemented during the Order.
2.3 Supplier's Specific Obligations
2.3.1 The Supplier, a professional in its field, is perfectly aware of the demands and requirements of the Automobile Industry, in particular in terms of quality, cost, and deadlines. The Supplier shall deliver the Supplies in compliance with this Industry's standards and customary practices, as well as with laws, regulations and standards in force concerning health, safety, environmental protection, and labor laws, in particular in each of the countries where the Supplies are manufactured, and the vehicles on which they are used, sold. The Supplier shall hold harmless and defend Valeo from and against any claims arising out of breach of these provisions and shall bear all the direct and indirect consequences thereof, in such a way that Valeo shall never be troubled.
2.3.2 The Supplier shall deliver the Supplies in compliance with all other documents that govern the relations between Valeo and the Supplier in connection with the Supply and that are complementary to these General Terms of Purchase, in particular the drawings, specifications, list of requirements, etc (the "Documents").
2.3.3 At Valeo's first request, the Supplier undertakes to make any modification to the Supply, to provide any and all information about the Supplies or the Order, and to attest to the country of origin of the Supplies and the composition of what is used in the Supplies.
2.3.4 The Supplier shall not modify the Supply in any way, in particular by changing its components, materials, the process(es) used for it, or its place of manufacture without prior approval, within the meaning given in the Valeo Quality Procedures and by customary rules and practices in the Automobile Industry.
2.3.5 The Supplier agrees to deliver the Supply for the needs of the spare parts' market for a period of ten years after the sale of the last vehicle of the model(s) in the range on which said Supply was used.
2.3.6 In order to permanently maintain the competitiveness of both the Supply and the Valeo products in which said Supply is used, the Supplier agrees to implement measures to increase productivity continuously. The minimum level of annual productivity for the Supply shall be established by mutual agreement.
2.3.7 Acceptance of the Order shall automatically bind the Supplier to strictly comply with the delivery deadline shown either on the Closed Order or on the delivery schedule sent by EDI, WebEDI, or by fax in the event of an Open Order. No early delivery shall be accepted without prior agreement and expenses therefor shall be borne by the Supplier. The Supplier shall indemnify and compensate Valeo for all direct and indirect costs resulting from failure to respect the delivery deadline, in particular those related to shutdowns of production or assembly lines at Valeo's facilities or those of its customer(s). Furthermore, Valeo shall have the option of canceling the Order and to withdraw from (repudiate) a contract concluded under such an Order in accordance with Article 13.2 herein. Any extra cost caused by being forced to order Supplies from a third party shall be borne by the Supplier.

3. Intellectual and Industrial Property Rights

3.1 The Supplier is obliged to deliver Supplies without any encumbrance on them relating to the intellectual and industrial property rights related to the Supplies and guarantees legal and factual unlimited use of the Supplies as regards the intellectual and industrial property rights. The Supplier hereby declares that he obtained all consent required under the laws regulating the intellectual and industrial property rights for the use of Supplies and he shall be liable for any damages caused to Valeo if this declaration proves to be false. The Supplier shall defend Valeo from any complaint and/or claim made by a third party.
In the event a third party would initiate proceedings requesting that the use, marketing, or sale of the Supplies be forbidden, limited, or modified, the Supplier shall be solely liable for the consequences resulting from these proceedings that may give rise to payment of damages, including any negative effect they might have on Valeo's corporate reputation. The Supplier shall indemnify and compensate Valeo for all damage sustained as a result of the partial or total failure to perform any contract(s) binding Valeo which may have been claimed by its customer based on the Order. At the same time, the Supplier shall provide Valeo with compensation of any damage payments that Valeo might owe to its customer(s) for failing to fulfill its commitments and the extra cost caused by any modification needed for the Supplies and/or the tools involved. Furthermore, Valeo shall have the option of canceling the Order and to withdraw from (repudiate) a contract concluded under such an Order in accordance with Article 13.2 herein.3.2 In the event the Order is cancelled for any reason whatsoever, the Supplier hereby authorizes Valeo to complete or to ensure to be completed the Supply so that Valeo could ensure or charge third party with proper completion of the Supply, notwithstanding any intellectual and/or industrial property rights which the Supplier may claim and which the Supplier hereby waives using against Valeo or any third party mandated by Valeo in connection with this. Furthermore, the Supplier shall, at first request, provide all drawings, technical documents and know-how related to the Suplly and/or its components and spare parts.

4. Prices, Invoicing, and Payment Terms

4.1 Prices
Applicable prices shall be those shown on the Order. They shall be firm and may not be revised and shall be understood "Delivery Duty Paid", or "DDP", (as defined in Incoterms 2010 or any subsequent Incoterms that may be substituted for Incoterms 2010), place of delivery. They may not be modified in any way whatsoever without the express agreement of both parties. Neither of the two parties may suddenly stop performing the Order. The party whose price proposal was refused after negotiations in good faith may terminate the Order according to Article 13.1.1 therein. The Supplier hereby declares that he is aware of Valeo’s obligation to its costumers and as the case may be the Supplier undertakes to enable Valeo to ensure the continuation of the performance of its obligation to its customer(s) until the manufacture of the Supply that is the subject of the terminated Order begins once again at another supplier’s facilities. Relating to this the Supplier, in the event of its termination of the Open order after the price negotiations, undertakes to supply the Supplies that are the subject of the terminated Order to Valeo during the whole termination period at the contractual terms and conditions that are in effect at the time of notice of termination is sent, in particular regarding price.
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9. Non-transferrability Subcontracting

9.1 The Supplier may not sell or transfer all or any part of the Order, even free of charge, without Valeo's prior, express authorization.
9.2 In the event direct or indirect control of the Supplier is changed or its business is sold or transferred, Valeo shall have the option of canceling the Orders in progress and to withdraw from (repudiate) a contract concluded under such an Order in accordance with Article 13.2 herein.
9.3 The Order may not be subcontracted by the Supplier, whether in full or in part, directly or indirectly, without Valeo's prior, express authorization.
Should the Supplier be authorized to subcontract all or any part of the Order to a third party, the Supplier shall remain solely and fully responsible and liable to Valeo for performance of the Order and these General Terms of Purchase. The Supplier shall compensate and hold Valeo harmless from any claim from the subcontractors.

10. Confidentiality

10.1 All information provided to the Supplier by Valeo or one of its affiliates or representatives, including, but not limited to, technical, industrial, commercial, or financial information, no matter how said information may have been provided (orally, in writing, or other), including but not limited to the designs, drawings, descriptions, specifications, reports, microfilms, computer disks, software and documentation related thereto, samples, prototypes, etc. shall be confidential (the "Information"). The Information shall also include information of which the Supplier's employees or agents, suppliers, subcontractors, representatives, and/or permanent or temporary collaborators may become aware during the Order.
10.2 The Information may only be used in connection with the Order. The Supplier shall take all measures to ensure that no Information is disclosed or revealed to a third party. Any failure to comply with this obligation of confidentiality shall result in the application of Article 13.2 herein.
10.3 This obligation of confidentiality shall remain in effect for a term of five (5) years after termination of the Order for any reason whatsoever. Once the Order is finished, the Supplier shall, at first request, return to Valeo all documents related to the Order, whether confidential or not, without keeping any copy unless Valeo has granted its prior, express authorization to do so.

11. Transfer of Ownership/Risks

11.1 Upon identification in the purchase order of supplies for production of the Supplies (raw materials or semi- finished products) and at the latest when the Supplies are completed, the Supplies shall become the exclusive property of Valeo. Any stipulation reserving ownership rights shall be null and void. The Supplier hereby agrees to use all means to individualize said supplies.
11.2 During the Order and prior to delivery, Valeo reserve the right to audit all manufacturing processes for the Supplies and the Supplies themselves on the Supplier's premises or those of its subcontractors, if applicable. The Supplier hereby agrees to grant Valeo free access to its premises at any time and to ensure that Valeo has free access to its subcontractors' premises and to give Valeo the possibility of testing the Supplies without said testing limiting in any way the Supplier's liability or warranties.
11.3 Risks of loss of the Supplies shall be transferred when delivery of the Supplies is accepted, no matter what delivery conditions may be shown on the Order.

12. Molds, Tools, and Other Specific Equipment

12.1 All molds, tools, and other specific equipment provided by Valeo for the needs of the Supplies (the "Equipment") shall remain Valeo's exclusive property. The same shall be true for Equipment created at Valeo's request and on its behalf, as it is created, including the related industrial or intellectual property rights.
In all cases, the Equipment shall be deemed to have been free of charge safekeeped under Article 2402 of Act No. 89/2012 Coll., the Civil Code, as subsequently amended, at the Supplier's premises for the purpose of the Order, even in the absence of any specific agreement or deposit. The Equipment may only be used for the needs of the Order and may not be lent, made available to a third party, reproduced, or copied. At the Supplier's expense, the Equipment shall be marked by an easily visible non removable identity plate that shall state "Property of Valeo – may not be sold, transferred, or pledged" and it may not be pledged and/or granted as security. The Equipment may be taken back by Valeo at any time.
12.2. As bailee of the Equipment according to Articles 2402 and following of the Civil Code, the Supplier shall warrant its perfect servicing, well-keeping, verification, and maintenance so as to prevent in particular any deviations in the manufacturing process or breakdown in supply, and shall provide a precise and detailed inventory of it at Valeo's first request and as often as necessary. Likewise, the Supplier shall be responsible for replacing the Equipment in the event of loss, theft, destruction, or premature wear and tear. In connection with this, the Supplier shall take out all necessary insurance policies covering risks and damage that the Equipment may cause to third parties and shall provide proof of said insurance at Valeo's first request. Upon termination of the Order for any reason whatsoever, the Equipment shall be returned to Valeo in full ownership at valeo’s first request.

13. Termination - Cancellation (withdrawal from an Order)

13.1. Termination
13.1.1 The Open Order and contract concluded by its acceptance is placed for an unlimited period of time and the quantities for which Valeo commits itself shall be those shown on the delivery schedules. Valeo may terminate the Open Order at any time by certified letter with return receipt subject to prior notice of three (3) month ending at the end of a calendar quarter-year. The notice period may be reduced by express agreement of the parties in the event of an emergency. During the notice period, the Order must be performed in accordance with the contractual terms and conditions that are in effect at the time of notice of termination is sent, in particular regarding price. Termination of the Order shall not give rise to any indemnity or compensation being owed to the Supplier for any reason whatsoever. Unless agreed otherwise, the Supplier may terminate the Open Order by certified letter with return receipt within a twelve (12) month terminating period ending at the end of a calendar year. In such a case the Supplier hereby undertakes to enable Valeo to ensure the continuation of the performance of its obligation to its customer(s) until the manufacture of the Supply that is the subject of the terminated Order begins once again at another supplier’s facilities and that the Order shall be, during the whole termination period, performed in accordance with the contractual terms and conditions that are in effect at the time of notice of termination is sent, in particular regarding price.
13.1.2 The Closed Order and contract concluded by its acceptance is placed for a limited period of time and may not be renewed.
13.2. Cancellation (Withdrawal from a contract)
The Order shall be terminated by Valeo without any formality and Valeo shall be entitled to withdraw from a contract concluded by acceptance of the Order, in either case upon Valeo’s notice in writing by way of certified letter with return receipt to the Supplier if the Supplier fails to perform or observe any of its contractual obligations, provided that the Supplier fails to remedy in part or in total such breach within eight (8) days of receipt of such notification requiring it to do so. Valeo shall have the right to pursue any and all remedies for such breach as are permitted by applicable law.

14. Miscellaneous

14.1 If any of the provisions of these General Terms of Purchase shall be held invalid or unenforceable, the remaining provisions shall remain in full force and effect.
14.2 Failure by Valeo at any time to exercise any of its rights under these General Terms of Purchase, the Order and/or the Documents shall not be deemed a waiver thereof, nor shall such failure in any way prevent Valeo from subsequently asserting or exercising such rights.
14.3 The Supplier shall make no reference to its commercial relations with Valeo without Valeo's prior, express authorization.
14.4 In the event of a dispute, Czech law shall be the governing law and exclusive jurisdiction shall be granted to the Czech Courts with local jurisdiction given by the place of Valeo’s registered office. The Vienna Convention of 1980 on the International Sale of Goods shall not apply.

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