

**FRAMEWORK SALES AGREEMENT**

Effective the last day a Party signs ("**Effective Date**"), **Arrow Electronics Czech Republic s.r.o.**, of Hvězdova 1716/28, 14000 ("**Arrow**") and **VSB-Technical University of Ostrava, Faculty of Electrical Engineering and Computer Science**, of legal address 17. listopadu 2172/15, 70800 Ostrava, Czechia, VAT No. CZ61989100 ("**Customer**") (Arrow and Customer, separately, a "**Party**" and together, the "**Parties**") enter into this Framework Sales Agreement ("**Agreement**").

**WHEREAS**, Arrow are a distributor of original equipment manufacturer goods ("**Products**") and services ("**Services**") (collectively, "**Deliverables**"),

**WHEREAS**, Customer seeks to purchase said Deliverables through Arrow,

**AND WHEREAS**, the Parties seek to establish a framework for all trade between each other pursuant to this Agreement and any referenced attachments and documents,

**NOW THEREFORE**, the Parties agree as follows:

**1. Terms and Conditions**

- 1.1 The terms and conditions of this Agreement shall apply to all Arrow sales of Deliverables to Customer and shall be incorporated into any Customer Order. A Customer "**Order**" shall mean Customer's order for Deliverables as set out in a purchase order, which incorporates this Agreement and as further detailed in paragraph 2. An Order is deemed an offer by Customer to Arrow for said Deliverables.
- 1.2 Arrow may send Customer a Confirmation of the Order. "**Confirmation**" shall mean Arrow's written acceptance, acknowledgement or confirmation of an Order or (if earlier) Arrow's supply of Deliverables to Customer and shall incorporate the terms of this Agreement. A Confirmation may be in whole or in part with respect to Deliverables. In the event Arrow do not send a Confirmation, but Customer's order is nevertheless processed or delivery is made, the terms and conditions of this Agreement will apply. Customer's terms and conditions – whether referenced within the Order or otherwise – shall not apply.
- 1.3 With respect to matters not addressed herein, the Parties agree that any trade between the Parties shall be subject to Arrow's then-current standard terms and conditions of sale, which can be downloaded at <https://www.arrow.com/en/legal/emea-terms-and-conditions-of-sales> (and by reference to the applicable referenced Arrow country) ("**Terms**"). To the extent this Agreement conflicts with the Terms, this Agreement shall prevail.
- 1.4 Arrow and Customer may enter into separate logistics agreement (buffer and/or forecast) on Arrow's standard forms. In such case, the terms of this Agreement shall apply to those sales and be incorporated into said logistics agreement.

**2. Contract Formation**

- 2.1 Arrow may provide quotations for Deliverables. Quotations are not offers; rather, they are invitations to Customer to make an offer to Arrow. Each quotation is valid on the day of issue only, after which they may be altered by Arrow without giving notice to the Customer.
- 2.2 A Customer's Order is an offer to purchase Deliverables in accordance with this Agreement. An Order may not be rescinded except by written agreement of Arrow.
- 2.3 Arrow may accept or reject an Order. An acceptance occurs when Arrow issue a Confirmation or ships the Deliverables, at which point and on that date a Contract is formed. "**Contract**" shall mean the agreement between the Parties for the sale of Deliverables when Arrow have

confirmed an Order as set out in paragraph 2. Any Contract is subject to this Agreement. If Arrow reject an Order, no Contract is formed.

- 2.4 Arrow reserve the right to make changes in the specification of the Deliverables which are required to conform with any applicable statutory or EU requirements or where the Deliverables are to be supplied which do not adversely affect their quality or performance to any material degree or as a result of any change in the manufacturer's specification of the Deliverables.

### **3. Delivery Term**

- 3.1 All Products shall be delivered EXW Arrow's facility (Incoterms 2020).
- 3.2 Stated delivery dates and times are according to the best of Arrow's knowledge from the manufacturer at the time and are not of the essence. All delivery dates requested by Customer or provided by Arrow are, in any case, only estimates and are not a guaranty of delivery by that date. In case Arrow are unable to meet an estimated delivery date, Arrow will use reasonable commercial efforts to inform Customer. Arrow will not be liable for any failure or delay in its performance or in the delivery of Products, or for any damages suffered by Customer by reason of such failure or delay.

### **4. Payment Term**

- 4.1 With respect to a Contract, Arrow shall invoice Customer for the Deliverables. The invoice incorporates the terms of this Agreement.
- 4.2 Customer shall pay the Price and Other Charges in accordance with the payment term set forth under the invoice in full and in cleared funds to a bank account nominated in writing by Arrow. "**Price**" shall mean, unless otherwise agreed by the Parties in writing, the Price payable by Customer to Arrow for the Deliverables as set out in the Confirmation and/or Arrow invoice.
- 4.3 Except as otherwise set forth on an Arrow order acknowledgement, Confirmation, invoice, or as otherwise agreed by the Parties in writing, payment is due thirty (30) days date of invoice without discounts, offset or deductions of any kind. Timely payment is the essence of this Agreement and any Contract.
- 4.4 Prices do not include taxes, freight, handling, loading, unloading, carriage, insurance, duty or other similar charges ("**Other Charges**"), payment of which will be the sole responsibility of Customer. Freight charges may be based on standard carrier tariffs and may not reflect actual transportation costs. Arrow reserve the right to modify terms prior to shipment, require payment in advance or delay or cancel any shipment or order by reason of Customer's creditworthiness or should Customer fail to fulfil any obligation when due.
- 4.5 Prices are conditioned upon timely payment, and any past due balance will accrue interest at the base rate of the European Central Bank +3%. This shall be referred to as the "**Late Payment Charge**".
- 4.6 If Customer fails to pay the Price and Other Charges within the time stated in clause 4.3, the Contract shall be considered in default.
- 4.7 While the Contract is in default, Arrow may, in addition to cancelling the Contract, assess the Late Payment Charge.

### **5. Warranty**

- 5.1 Arrow warrant that, at the time of delivery, the Products shall have the specifications stated by the manufacturer in its published data sheet for the Products for 12 months from delivery or Arrow will provide Customer with the same standard warranty the manufacturer has provided to Arrow, whichever is less.
- 5.2 Arrow warrant that for a period of 90 days after delivery of Services to customer, value-added work performed by Arrow on Products or Services, will conform to the agreed, written specifications or Arrow will provide Customer with the same standard warranty the manufacturer has provided to Arrow, whichever is less.
- 5.3 **Customer's sole and exclusive remedies under these warranties, are, at Arrow's election: (i) repair of the Products or reperformance of the Services; (ii) replacement of the Deliverables at no cost to Customer; or (iii) refund of Customer's purchase price for the defective Deliverables. Customer acknowledges that, except as specifically set forth or referred herein and to the extent permitted by law, Arrow make no other condition, representation or warranty, express or implied, such as warranty of merchantability, fitness for purpose or non-infringement, promise or condition.** Arrow shall not be responsible for adapting or modifying any Products to conform to statutory requirements not current at the time of the acceptance or order, except as specifically requested by the Customer and accepted by Arrow in writing.

## **6. Intellectual Property Indemnification**

- 6.1 To the extent Arrow receive such indemnification from the manufacturer of the Deliverables, Arrow will defend an action brought against Customer based on a claim that the Deliverables infringe on a patent, trademark or copyright, and will pay reasonable attorney costs and damages awarded therefrom. This indemnity is subject to timely notice provided by the Customer to Arrow, Customer's full cooperation and collaboration in such action and Customer authorising full control of the defence to Arrow or the manufacturer.
- 6.2 If use of a Deliverable is enjoined, Arrow may, at its option and own expense, either procure for Customer the right to continue to use such Deliverable or replace it with a substantially equivalent non-infringing Deliverable; or modify such Deliverable so it becomes non-infringing, or refund the purchase price paid for the enjoined Deliverable.

## **7. NCNR Product**

- 7.1 At times, Arrow will designate certain Products as non-cancellable, non-returnable and non-reschedulable ("**NCNR Products**") and Customer may be required to sign a separate NCNR agreement for such orders, the same which will incorporate the terms of this Agreement. Orders for such NCNR Products may not be terminated, cancelled or rescheduled, and such NCNR Products may not be returned (except for valid warranty claims).
- 7.2 NCNR Products shall be identified to Customer at the time of quotation. Unless otherwise mutually agreed in writing, Arrow will not be required to hold NCNR Products in its inventory. For any NCNR Products purchased at Customer's request, Customer shall arrange for pickup or instruct Arrow to make delivery within thirty (30) days after such NCNR Products enters Arrow's inventory. If such period is exceeded, Arrow will deliver those NCNR Products to Customer and Customer shall be obligated to pay for the same.

## **8. Export and Ethics**

- 8.1 Deliverables may be subject to export or resale restriction or regulation, and Customer will comply with such restrictions and regulations.
- 8.2 Any statement as to product country of origin, export control classification number or compliance with applicable law (including, without limitation, that Products are lead-free or RoHS compliant) is as provided to Arrow by its suppliers, and Arrow do not warrant its accuracy and will not be liable for any error with regard to same. Customer uses such information at its own risk.
- 8.3 The Parties will comply with all applicable laws, including the labour laws and regulations (including fair labour standard laws) and anti-bribery regulations (including the FCPA and, when one of the Parties is located in the United Kingdom, the UK Bribery Act) in the jurisdictions where they operate.

**9. Environmental (RoHS) Requirements**

In reliance on the information as provided by the manufacturer and to the extent so warranted and represented by the manufacturer, Arrow warrant that the Products supplied to Customer shall comply with European Union RoHS requirements (or, as applicable, standards in the United Kingdom) and shall not contain any banned substances as restricted by respective countries (except for Products that have been designated as “Non-RoHS” or equivalent designation at the time of quotation).

**10. Liability Limitation**

- 10.1 Customer's claims for loss, damage, expense, compensation or reimbursement, on whatever legal basis (including contract, tort or otherwise), in respect of defects of Deliverables, by the use or performance of any Deliverable or any failure or delay in Arrow's performance hereunder, or for any special, indirect, consequential or incidental damage, however caused, including without limitation, lost profits, lost opportunities, lost revenues or otherwise, are excluded. This shall not apply if liability is mandatory by law, in cases of intention, gross negligence, death, or injury to body or health.
- 10.2 Notwithstanding the above, Arrow shall not be liable to Customer for any loss or damage exceeding a sum of EUR 100,000 per calendar year.

**11. Term and Termination**

- 11.1 This Agreement shall take effect on Effective Date and shall be for a period of one (1) year. Unless a Party issues a notice of non-renewal at least 1 month prior to the expiration of the then-current period, the Agreement shall be automatically renewed for further periods of one (1) year.
- 11.2 Notwithstanding the above provision, either Party can terminate this Agreement:
  - 11.2.1 for convenience by giving at least sixty (60) days prior written notice; or
  - 11.2.2 if a breach (except for non-payment of an invoice, for which there is no cure period) remains uncured after thirty (30) days from the issue of notice of default; or
  - 11.2.3 the other party shall cease to carry on business in the normal course, becomes insolvent, makes a general assignment for the benefit of its creditors, suffers or permits the appointment of a receiver or a manager for its business assets or avails itself or becomes subject to any proceeding under bankruptcy laws or any other statute or laws relating to the insolvency of protection of the right of creditors.

Nothing herein shall be understood to extend or release the Customer from his obligation to pay invoices when due.

- 11.3 The termination of this Agreement shall not in any way affect or impair any obligations that have been created before the termination date. Notwithstanding, if the termination was a result of Customer's breach, Arrow are entitled to cancel all outstanding purchase orders.

## **12. Retention of Title**

Notwithstanding delivery and passing of risk, Arrow shall retain title to all Products delivered until the Arrow's claims arising from the business connection have been paid in full. This shall apply even if the Customer pays the purchase price for partial deliveries; in this case the retained title to the Products secures Arrow's claim for the balance. Customer shall at the request of Arrow assist in taking any measures necessary to protect Arrow's title to the Product in the country concerned.

## **13. Data Protection**

- 13.1 Customer represents and warrants to Arrow that Customer shall comply with all Data Protection Laws in respect of the processing of the personal data. "**Data Protection Laws**" shall mean all data protection laws, including the General Data Protection Regulation 2016/679 and, as applicable, the United Kingdom Data Protection Act 2018 ("**GDPR**") and any equivalent, applicable or associated law regarding data protection, including other regulations and directives covering the same topic and applicable local laws regarding the same
- 13.2 Customer hereby explicitly authorises Arrow and the manufacturer and any of their sub-processors to process data provided by Customer and/or to access the network of the end customer if necessary to provide Deliverables. Customer represents and warrants that it will only disclose personal data after the Consent of the end customer has been obtained in accordance with the authorisation set out herein. Under the authorisation, Arrow and manufacturer and their sub-processors may directly process the data and/or access the network of the end customers upon written notification of Customer for the purpose of providing Deliverables to such end customer.
- 13.3 Customer warrants to Arrow that (i) Customer has obtained and maintained all necessary Consents to make such authorisations; (ii) all instructions from Customer to Arrow to process and/or access the data are in compliance with the Data Protection Laws; (iii) Customer has in place and undertakes to maintain at all times appropriate technical and organisational measures against the accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of personal data. "**Consents**" shall mean all necessary authorisations, consents and registrations required by Data Protection Laws in connection with the execution or performance of this Agreement or a Contract, including, but not limited to, accessing, processing and/or transferring any end customer personal data and providing Arrow with copies thereof upon Arrow's request.
- 13.4 Customer shall provide Arrow with such other documentation and information on request and as necessary for Arrow to provide the Deliverables and to comply with its data processing and collection obligations under this paragraph 13.
- 13.5 Customer shall indemnify, defend and hold harmless Arrow in respect of all losses, damages, costs and expenses howsoever incurred by Arrow as a result of any breach and/or failure to strictly comply with this paragraph 13.

## **14. Confidentiality**

The Parties have had the opportunity to enter into a separate non-disclosure agreement in case a Party deems this as necessary.

**15. Miscellaneous and Governing Law and Place of Jurisdiction**

- 15.1 This Agreement shall be governed exclusively by the internal laws of the country and venue where Arrow’s contracting entity is located and has accepted Customer’s order or invoices after delivery. The United Nations Convention on Contracts for the International Sales of Goods is excluded.
- 15.2 The Parties are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, joint venture or any other relationship between the parties.
- 15.3 Customer may not assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without Arrow’s prior written approval.
- 15.4 Notices or other communications under this Agreement shall be in writing.
- 15.5 The unenforceability of any provision of this Agreement will not affect the remaining provisions or any portions thereof.
- 15.6 Any waiver must be signed by the Party alleged to have waived such provision. Any single waiver shall not operate to waive subsequent or other defaults. The lack of a right to enforce any provision of this Agreement shall not affect the remaining provisions or any portions thereof.
- 15.7 This Agreement represents the entire agreement between the Parties concerning the subject matter hereof and shall supersede all, oral or written, proposals, quotations, negotiations, conversations, or discussions.
- 15.8 Customer represents and warrants that it complies with Arrow’s Business Partner Code of Conduct (<https://www.arrow.com/company/overview/corporate-governance/reporting-and-governance>) or has implemented and abides by a code of conduct that is substantially similar thereto (in such case, Customer shall provide a copy to Arrow for review).

**For and on behalf of**

**For and on behalf of**

**“Arrow”**

**“Customer”**

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Name:

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Name: Prof. Radek Martinek, Ph.D.

Title:

Title: Dean

Dated:

Dated: