

**SERVICE SUPPORT & WORKSHOP
AGREEMENT**

FOR TERRITORY OF: **CZECH REPUBLIC**

DATED AS OF: **MAY 9TH, 2018**

BETWEEN

RENAULT TRUCKS DEFENSE

AND

VOP CZ

AS

**ANNEX NO.1 TO THE GLOBAL FRAME AGREEMENT SIGNED
BETWEEN THE PARTIES ON APRIL 3RD, 2018**

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WORKSHOP AGREEMENT

This Workshop Agreement ("Agreement"), dated as of the May 9th, 2018 (the "Effective Date"), is entered into by and between

RENAULT TRUCKS Defense SAS, a French incorporated company, [REDACTED] whose registered office is at 15 bis Allée des Marronniers – Camp de Satory – 78000 Versailles – France, registered at the Trade and Company Register of Versailles under n° 662 043 405 (hereinafter called "RTD"),

and

VOP CZ, s.p., a company incorporated under the laws of Czech Republic [REDACTED] having its registered office at Dukelská 102, 74242 Šenov u Nového Jičína – Czech Republic, registered at the Commercial Register, administered by Regional Court in Ostrava under section AIXV, File No. 150, registration No.: 000 00 493 (hereinafter called "Repairer").

BACKGROUND

- A. RTD is engaged in the design and manufacture of a complete range of tactical, logistics, armored and non-armored wheeled vehicles and drivelines capable to meet different needs of military forces, as well as their sale and after-sales all over the world, directly or indirectly through an international network.
- B. Repairer is a company having, in the Territory, a high level of expertise, know-how and significant experience in repair and maintenance services for the automotive and truck industry.
- C. RTD faces fierce competition in the marketplace and relies on the Repairer capabilities and its awareness of the local business environment to support RTD in the preparation for delivery to the Final Customer, repair and maintenance of the Products ("Services") in the Territory as defined in Appendix 1 hereafter.
- D. The Repairer has represented to RTD that it has or will have the facilities, personnel and financial capabilities in relation to the preparation for delivery to the final Customer, repair and maintenance of the Products. In view of such capabilities, RTD appoints the Repairer and the Repairer agrees to provide such Services in the Territory.

Now, therefore, in consideration of the foregoing (which shall form an integral part of this Agreement) and the mutual covenants and conditions contained herein, the Parties agree as follows:

A GENERAL FRAMEWORK OF CO-OPERATION

1. Definitions and order of precedence

When used in this Agreement, the capitalized words and expressions shall have the meaning set out in Appendix 1 hereto.

In case of discrepancies or contradictions between the Articles of this Agreement and its Appendices, the Articles shall prevail.

2. Appointment

2.1 RTD hereby appoints Repairer, and Repairer hereby accepts appointment, as RTD's non-exclusive partner for the sale and distribution of the Genuine Parts/Accessories and the provision of Services, only for the Products sold by RTD to Final Customers located in the Territory.

Repairer recognizes that during the continuance of this Agreement RTD shall be entitled to sell Genuine Parts/Accessories directly to purchasers in the Territory and maintain normal business contacts with purchasers and potential purchasers in the Territory.

2.2 Neither Party is an employee, agent, partner or joint venture of the other. The detailed operations of Repairer under this Agreement are subject to the sole control and management of Repairer, in its own name, for its own account, at its own risk and expense.

2.3 Except as expressly provided in this Agreement, no right, title or interest is granted by RTD to Repairer.

2.4 Repairer agrees that it shall not offer for sale, sell or otherwise distribute the Genuine Parts/Accessories acquired by it from any entity other than directly from RTD without the prior written approval of RTD.

The obligation of RTD to supply Genuine Parts/Accessories may be met by supplying Genuine Parts/Accessories directly from or through any of RTD's associated companies or licensees. RTD's rights to Sell Genuine Parts/Accessories and provide Services can be performed by RTD itself or by any associated company appointed by it.

2.5 Repairer represents and warrants:

- that the performance of the Agreement do not and will not contravene or constitute a breach of any law, rule or regulation in force in the Territory or of any other government authority or agency or governmental subdivision, or of any judgment, contract or other agreement to which the Repairer is or will be a party or by which the Repairer may be bound or affected and that he has obtained any and all authorizations, consents and approvals required for the execution and implementation of this Agreement,
- that it shall not export the Products outside of the Territory without prior authorization from RTD,
- that no payment, benefit, gratuity, or other consideration of any nature has been or will be, directly or indirectly, made or promised by the Repairer to any personnel of RTD or any third party such as but not limited to government or governmental agency, or to any political party involved in the execution or implementation of this Agreement, where such payment, benefit, gratuity or compensation would constitute an impermissible or illegal consideration under any applicable laws,
- Both parties undertake to inform each other as soon as practically possible of any change in its management or ownership. Further, parties represent to each other that if, during the life of the agreement any director, officer, employee, or stockholder owning more than 10% of the share capital will become, an official or employee of any government, including employment with government owned companies, the Repairer will disclose any such appointment immediately to RTD.

- Repairer agrees that any payments of compensation due shall be made by way of a bank transfer, following a detailed and correct invoice issued by the Repairer, to the Repairer's bank account number within the Territory or in the country of establishment of the Repairer, which shall be accordingly stated on the invoice.
- Repairer agrees not to subcontract or assign any of its rights or obligations under this Agreement except as approved in advance and in writing by RTD.
- That it has never been, during the last five (5) years in breach of contract in connection with a workshop agreement or similar agreement.
- Repairer's failure to comply with any of the above will be deemed to be a material breach of the agreement entitling RTD to terminate the agreement immediately. RTD may also terminate the agreement immediately if it has an evidence and can prove that Repairer has violated, intends to violate, or has caused a violation of any laws or regulations. RTD nor its affiliates will not be liable for any claims, losses, or damages arising from or related to failure by Repairer to comply with any laws or the agreement or related to the termination of the agreement under this clause and Repairer will indemnify and hold RTD and its affiliates harmless against any such claims, losses, or damages.

2.6 Each Party undertakes to, at its owns costs and expenses:

- (i) co-operate and act with the other Party in good faith in respect of any dealings or matters under, or in connection with this Agreement in order to facilitate its implementation,
- (ii) promptly inform in writing the other Party of any event or difficulty which could delay or affect the due and faithful performance of its obligations under this Agreement.

2.7 This Agreement constitutes the entire agreement between the Parties and supersedes all previous negotiations, Workshop agreement and commitments with respect thereto. Neither Party claims nor shall claim any compensation or indemnity to the other as a result thereof.

3. Mutual Objectives

The Repairer and RTD have agreed that the business relationship between them shall be based on, but not limited to, the following mutual objectives:

- Continuous improvement in customer satisfaction, enabling the availability of the Products and to keep RTD's reputation strong;
- Continuous business development in particular with respect to long-term financial strength;
- Adherence to the RTD core values of quality, safety and environmental concern, such that the RTD or Renault, ACMAT or Panhard's brand are continuously strengthened;
- To develop and refine services requested for the purchase, use and maintenance of the Products;
- Always trying to meet or exceed customers' expectations.

4. **The RENAULT Brand / Panhard Brand / ACMAT Brand**

Both RTD and the Repairer acknowledge that Renault, ACMAT and Panhard brands represent one of the key strengths of RTD and that a joint commitment to safeguard and further enhance its strength is of utmost importance.

No policy is currently applicable. RTD shall present such policy decided and adopted during the execution of the Agreement. In the event of the Repairer intends to use RTD's brands, the Repairer shall accept and comply with the new policy which will be defined by RTD for such purpose.

At the same time, the Repairer acknowledges that:

- the Renault trademarks remain in the sole ownership of Renault
- the Panhard trademarks remain in the sole ownership of Peugeot
- the ACMAT trademarks remain the sole ownership of RTD.

Both Parties recognize that in addition to adherence to visual identity guidelines, the Renault, ACMAT and Panhard brands are also maintained and enhanced by consistent adherence to the Renault, RTD and Panhard brands core values in all dealings between the Parties towards customers.

The Repairer is not authorized to use the Renault, ACMAT and Panhard names or the Renault, ACMAT and Panhard trademarks in a way that deviates from the relevant guidelines without RTD's prior written consent.

If the Repairer becomes aware of an infringement of any Renault, ACMAT or Panhard trademark, the Repairer undertakes to inform RTD immediately thereof.

The Repairer shall not alter or remove any trademark, product name, plate or other identification plate or other mark on any Product or do anything that may negatively affect the intellectual property rights embodied in the Product and the Renault, ACMAT and Panhard brands.

At no time during or after the term of this Agreement shall Repairer challenge or assist others in challenging the Renault, ACMAT or Panhard trademarks or the registration thereof or attempt to register any trademarks, service marks, marks or trade names confusingly similar to the Renault, ACMAT or Panhard trademarks.

B THE REPAIRER AND ITS ORGANISATION

5. Organization

5.1 The Repairer shall fulfil its responsibilities and duties to the Final Customer and RTD.

5.2 The Repairer shall:

- adapt its resources to the requirements while complying with the laws or regulations, particularly in respect of duration, work safety and the environment.
- maintain well-trained and well-managed customer-oriented after sales forces and capable of and committed to maximizing the demand for Genuine Parts/Accessories and Services through every proper and appropriate means;
- promptly keep RTD informed as to any problems encountered with the Products and any resolutions arrived at for those Products;

- assist RTD in assessing customer requirements for the Products;
- The premises for sales, after-sales, work stations, marshalling and storage areas, workflow patterns shall at all times be (i) set up in accordance with legal, industrial, operational and environmental regulations, including safety and security regulations in force in the Territory and (ii) organized, arranged and equipped (with tooling/equipment, identification signage, etc.) according to the requirements and the times specified by RTD.

The Repairer shall inform RTD in writing of all planned major changes of the existing premises or their location.

- 5.3** Repairer shall not appoint Sub repairer to act on the Repairer's behalf without prior written approval of RTD.

Any breach by a Sub repairer of an obligation which is or should be imposed on the Sub repairer as a result of this Agreement shall be considered as a breach of a basic obligation of this Agreement by the Repairer.

Any agreement with such Sub repairer with respect to the Genuine Parts/Accessories and Services shall be automatically terminated on the same day as this Agreement.

- 5.4** All inquiries from persons outside the Territory shall not be effectuated but immediately transmitted to RTD.

The Repairer may not entrust third parties with the Distribution of Genuine Parts/Accessories or servicing outside of the Territory.

- 5.5** Repairer shall process and ship each customer order in a timely fashion and provide to customers any and all instructions, precautions, and other warnings provided by RTD to Repairer.

- 5.6** The Repairer shall be organized in such a way as to be able to fulfil the objectives as set out herein, including - but not limited to - maintaining accurate and up-dated customer files to enable RTD to verify the Repairer's compliance with the provisions of this Agreement. RTD (or the person designated by RTD) shall have a right of access to the Repairer's premises and files. The Repairer shall furthermore be organized to be able to comply with recommendations circulated within the RTD network and assist in campaigns decided by RTD.

- 5.7** The Repairer undertakes to store all relevant documents and records related to the Sales of Genuine Parts/Accessories and supply of Services for at least ten (10) years from the relevant date of Sale or supply.

- 5.8** The Repairer shall, at its own cost, purchase or lease, as the case may be, and maintain hardware and software systems in order to be able to communicate electronically with RTD. The Repairer also undertakes to purchase or lease, as the case may be, and maintain software systems specified by RTD from time to time for the purpose of performing its obligations according to this Agreement. As a minimum, the Repairer shall purchase or lease, as the case may be and maintain the systems once applicable. At present there in such package defined and the communication will done by Excel and PDF. The final software package and its price applicable to this Agreement will be subject to definitions when needed as well as being subject to common agreement.

6. Information

6.1 The Repairer shall continuously report to RTD any development in its business that may be of relevance to RTD and other related information such as of RTD's competitors.

[REDACTED] Repairer shall send to RTD :

- a detailed spare parts sales activities report
- A detailed labor sales activities report
- The Spare Parts activity report and the Labor activity reports will be sent to RTD on Form as per Appendix 4.2.1 and 4.2.2
- an updated report of Spare Parts and Labor sales for the subsequent twelve months, example of such report form is provided in Appendix 4.2.3 ;

7. Ownership

The Repairer has informed RTD that it is owned by the individuals/entities named in Appendix 2. The Repairer is aware that the control of the Repairer is of vital importance to RTD, and that control has been a determining factor in RTD's appointment of the Repairer.

8. Management

The Repairer undertakes to inform RTD immediately for any change of the management of this agreement.

9. Training

RTD shall provide reasonable training and materials as needed and provide training for Repairer's qualified technical people sufficiently knowledgeable with respect to the Products, at times and places as appropriate in the judgment of RTD, with effort to minimize the costs of RTD as well as Repairer. RTD reserves the right to check the trainees' proficiency and previous professional experience. All training costs of RTD's personnel for training Repairer's staff will be borne by RTD. All training costs of Repairer's staff shall be borne by Repairer.

In the event that the condition of the stay of RTD's personnel (required for training Repairer's staff) in the Territory or any other area is modified due to any serious event such as military operations, epidemics, ongoing military fighting or any other important event, RTD shall determine whether its personnel may stay in that place. Should the departure of such personnel be determined as necessary by RTD, such departure shall not entail any claim for reimbursement or payment of any kind to the benefit of Repairer.

If required by Repairer, RTD may also provide marketing support services and training programs to sub-repairers on a case-by-case basis. The cost thereof will be borne and paid for by Repairer.

RTD does not guarantee, nor shall it be liable for, any particular or specific result in connection with any training provided by RTD.

10. Funding

The Repairer and RTD agree that it is of utmost importance that the Repairer at all times is properly financially funded in order to enable the Repairer to fulfil its responsibilities hereunder and to develop its business in accordance with its objectives. The Repairer shall use its best endeavors to remain properly funded.

11. RTD Property and Insurance

The Repairer shall take good care of all RTD property in its possession. During the term of this Agreement, the Repairer shall at its own cost maintain adequate insurance cover for its business, the stock of Genuine Parts/Accessories property owned by the Repairer. The Repairer shall submit relevant insurance policies to RTD without delay. The provisions of this paragraph shall survive the termination or expiration of this Agreement.

If not otherwise agreed, all intellectual or industrial property rights in all property supplied by RTD remains with the relevant company in RTD.

C PROMOTION

12. Identification and signs

Identification signage and other advertising media of any type, on the exterior and interior of the Premises shall be subject to compliance with RTD's signage criteria and RTD's approval of the size, design, style and location of such signage and in accordance with Appendix 3 Qualitative Requirements.

If RTD pays the material costs for signs on the Repairer's premises, the ownership thereof shall remain with RTD. If the Parties jointly pay such costs, the ownership shall vest with the Parties in the same ratio as the Parties respective payments.

On expiry of this Agreement, all signs shall immediately be removed and - provided that the Repairer is the owner (partly or wholly) of signs - RTD shall at its sole discretion have the right to acquire the signs at the Repairer's book value.

13. Representations

Repairer shall not be entitled to make any representations with respect to the Genuine Parts/Accessories and Services other than those expressly authorized in writing in RTD's written data sheets and brochures.

D ACHIEVEMENTS

14. Customer Satisfaction

14.1 The Repairer shall endeavor to achieve the levels of the Final Customer satisfaction within the Territory as set out herein and as otherwise determined by RTD from time to time.

14.2 The performance of the Repairer will be reviewed periodically.

In particular, RTD will, at regular intervals, measure the Repairer's efforts to reach the Final Customer satisfaction level.

15. Service

15.1 The Repairer undertakes to provide Services as determined by the Parties in Appendix 8 (scope of Aftersales Service Support).

15.2 The Repairer shall always bring to the attention of the Final Customer that the Final Customer is entitled to, free of charge, warranty work.

15.3 The Repairer will provide access to allow RTD to continuously assess the Repairer's performance and efforts to provide Services as well as the Repairer's treatment of the Final Customer in general and shall have reasonable regard to RTD's observations and requests in this respect.

15.4 Repairer and RTD agree that Final Customer satisfaction is substantially dependent upon the ability of the Final Customer, owner of Products, to obtain high-quality servicing from Repairer. Therefore, Repairer agrees to:

1. Provide prompt, efficient and courteous service of the highest quality for all Products, regardless of where purchased and whether or not under warranty;
2. Perform pre-delivery Inspections and service on each Product prior to delivery.
3. Accurately diagnose and advise clients of the necessary repairs, and obtain their consent prior to the initiation of such repairs;
4. Professionally perform the necessary repairs;
5. Treat clients fairly at all times.
6. Conduct its business during all days and hours that are customary and lawful for such operations in the community or locality in which Repairer is located and in accordance with industry standards. In addition, when necessary to accommodate client needs, Repairer shall extend its operating hours.

16. Products and Qualitative Requirements

16.1 RTD reserves the right, at any time and without prior notice or incurring any liability to Repairer, to make any change or modification in the specifications of any Product. RTD will, however, always use all reasonable endeavors to notify the Repairer of any contemplated material change as early as possible.

Repairer agrees that it will not install aftermarket accessories or make any modifications to the Products that may impair or adversely affect their safety, emissions, structural integrity or performance.

- 16.2 Unless otherwise approved in writing by RTD, the Repairer shall not alter or modify Products unless such alteration or modification complies with the relevant superstructure instruction manual, service bulletins and/or chassis drawings issued by RTD. Any alteration or modification remains within the Repairer exclusive liability.
- 16.4 The Repairer shall continuously throughout its relationship with RTD for the duration of this Agreement achieve and fulfil each and every provision of the Qualitative Requirements, as mentioned in Appendix 3. The Repairer acknowledges that the Qualitative Requirements may have to be adapted and changed from time to time and that RTD accordingly can change the Qualitative Requirements. Such reasons include but are not limited to the introduction of new models of Products or technology or components into the Products. Unless RTD has agreed to a longer implementation period in respect of any new Qualitative Requirement, RTD shall notify the Repairer at least twelve months prior to implementation of any new version of the Qualitative Requirements. Following the notice period, the new version shall become binding and form an integral part of this Agreement and shall replace the previous version(s) thereof without any further formalities.
- 16.5 RTD shall have the right to access any and all premises of the Repairers Workshops as mentioned in Appendix 7 to verify the Repairer's compliance with the Qualitative Requirements. Such access shall be granted upon reasonable written notice and take place at such hours as mutually agreed by RTD and Repairer.

E **SALES TERMS**

17. Price, Payment, Ownership, and Risk

- 17.1 RTD will have sole discretion in setting recommended sales price for the sale of the Genuine Parts/Accessories to its customers but the Repairer shall not sell and distribute the Genuine Parts/Accessories at a price below the purchase price, unless otherwise agreed in writing with RTD.

Repairer represents and warrants that no currency control laws prevent or restrict the payment to RTD in full of any and all sums due under this Agreement.

The prices to be paid by Repairer to RTD for the Genuine Parts/Accessories hereunder ("Prices") shall be provided to Repairer by RTD who shall advise Repairer of price changes as soon as they become applicable. Prices are subject to change by RTD at any time in its sole discretion.

The prices are quoted in Euros, exclusive of tax, FCA France (*Incoterms 2010*).

- 17.2 Genuine Parts/Accessories shall be paid [REDACTED] All exchange, interest, banking, collection and other charges shall be at Repairer's expense. No delay in payment shall be tolerated.
- 17.3 Any credits or acceptance of delayed payment shall be made in writing and shall, to be binding on RTD, be entered into with the manager of the international division of RTD.

In the event of a default in payment of an amount on its due date, the Repairer shall, as of right, owe an interest on late payment [REDACTED] on the amount of such overdue payment to be calculated from and including the due date of such payment to (but excluding) the date such payment is received by RTD. Interest due for any period less than one (1) month will be

prorated. If any applicable statutory limit on interest is less than this rate, then the maximum statutory rate shall apply. Late payment interest shall be limited to a maximum amount [REDACTED] of the delayed payment amount.

In the event of a default in payment of an amount (for Services to be paid by RTD to Repairer) on its due date, RTD shall, as of right, owe an interest on late payment [REDACTED] on the amount of such overdue payment to be calculated from and including the due date of such payment to (but excluding) the date such payment is received by Repairer. Interest due for any period less than [REDACTED] will be prorated. If any applicable statutory limit on interest is less than this rate, then the maximum statutory rate shall apply. Late payment interest shall be limited to a maximum amount [REDACTED] of the delayed payment amount.

17.4 Until the full purchase price of Genuine Parts/Accessories has been paid, the Genuine Parts/Accessories shall remain the sole property of RTD and RTD shall have the right (i) at all reasonable times, to inspect the Genuine Parts/Accessories, and (ii) to recall the Genuine Parts/Accessories in which case the Repairer shall promptly return them to RTD's depot at the Repairer's cost.

17.5 Genuine Parts/Accessories shall be delivered by RTD to Repairer free of any defects, in timely manner and pursuant to the terms of this Agreement and confirmed Purchase orders.

Genuine Parts/Accessories delivered pursuant to the terms of this Agreement shall be suitably conditioned in accordance with the Agreement or the common practice, marked for shipment to the destination specified in Repairer's Purchase Order in the Territory, and delivered to the carrier agent in accordance with Incoterm FCA France (*Incoterms 2010*) at which time risk liable to be incurred and caused by the Genuine Parts/Accessories shall pass to Repairer. Any special packaging required by the Repairer must form the subject of a specific request by the Repairer and shall be subject to an extra charge.

The Repairer shall take the necessary steps, and sign, stamp and deliver the necessary certificates and documents to collect the Genuine Parts/Accessories and/or have it registered with the authority(ies) concerned in due time. RTD shall provide necessary assistance required by Repairer to collect certificates and documents mentioned above.

The Repairer shall inspect deliveries of Genuine Parts/Accessories for transport damage or shortage immediately upon arrival, then notify the delivery agent and - in the case of damage not repairable by the Repairer - also notify RTD. Warranties for non-conformity described are limited to those non-conformities that become apparent [REDACTED] Days after delivery of the affected Genuine Parts/Accessories. Repairer is not allowed to make reservations or reject a Genuine Parts/Accessories based upon minor non-conformities concerning the general appearance of the Genuine Parts/Accessories (color, scratch, design, etc.), only if such non-conformity is deemed as having an impact on the operational use of such item. Once such defect will be identified by the Repairer, he has the obligation to report such non-conformity of the Genuine Parts/Accessories to RTD within [REDACTED] days from having physically received the item. Genuine Parts/Accessories not rejected within the foregoing time period shall be deemed accepted by Repairer in all respects. Repairer shall only return Genuine Parts/Accessories to RTD with RTD's prior written approval. As long as non-conformity of Genuine Parts/Accessories persists, Repairer may suspend the payment for Genuine Parts/Accessories affected by non-conformity

17.6 The method of payment under this Agreement shall be:

[REDACTED]

18. Warranties

18.1 RTD supplies Products with the benefit of RTD's limited warranty in force at the time of delivery. RTD reserves the right to alter the warranty conditions from time to time. The warranty conditions and provisions are restricted to the areas of the Territory and provided that the Products are handled, used, stored and maintained in appropriate conditions approved by RTD and submitted to regular and "as required" revisions during their service life. RTD shall provide to the Repairer the Warranty Guide suitable for the Territory. RTD does not provide any warranty, explicit or implied, in addition to what is set out in the applicable Warranty Guide. Except as provided in this Article 18.1, RTD excludes to the fullest extent permissible in law all conditions, warranties and stipulations, express (other than those set out in this Agreement) or implied, statutory, customary or otherwise which but for such exclusion would or might subsist in favor of the Repairer. Warranty conditions are defined in Appendix No. 4.3 hereafter.

18.2 Except as otherwise agreed in writing with RTD, the Repairer has no authority to vary or alter the terms of RTD's warranty. If the Repairer undertakes any liability beyond that of RTD's, the Repairer shall assume such liability for its own account.

18.3 Vehicles and Genuine Parts/Accessories may be subject to different warranty conditions. In respect of Sales of Genuine Parts, the Repairer shall provide copies of the relevant warranties and draw the customer's attention there to.

18.4 Furthermore, it is expressly reminded that some of the component parts of the Products must be replaced regularly (consumables, fluids, lubricants, small pieces, bulbs and fuses, tires, glass breakage, radio set, air/oil/fuel filters, belts, windscreen wipers, etc.) and that such a replacement may not give rise to a claim for warranty.

Repairer shall provide RTD with any substantiation and evidence reasonably satisfactory to RTD showing that RTD is responsible for the unexpected failure.

The period of the RTD's warranty with respect to a corrected, repaired or replaced warranted part or Product, whichever may be the case, will be the remaining portion of the original warranty in respect of such corrected, repaired or replaced warranted part or Product.

18.5 Under no circumstances shall RTD warrant (i) that a Product is suited to the needs of the Final Customer or (ii) Products which have been subjected to:

1. ingestion of foreign or inappropriate material, objects or substance or affected in any way by occurrences not associated with ordinary use, such as, but not limited to acts of war, rebellion, seizure or other belligerent acts, or,
2. misuse, neglect, or accident (such as but not limited to foreign object damage caused by forces of nature, hailstones or runway gravel) or unusual operation, faulty maintenance including temporary overload, negligence or inadequate storage or use of fluids, faulty supervision, or,
3. inexperience or lack of qualification of a user, or of a user who does not hold the valid and possibly required authorizations, work permits or cards, operator fault or disregard of any of

the instructions in the maintenance and operation guide or to the consequence of any accident or the direct or indirect consequence of any conflict.

This warranty does not:

1. extend to normal wear and tear or to any Product from which the trademark, trade name, part or serial number or other identification marks have been removed or altered;
2. cover products which have been acquired by Repairer outside the scope of this Agreement;
3. cover defects which are attributable to the Repairer itself or to Products modified after such Products have been delivered by RTD unless any such modification has received the prior written approval of RTD. In particular, this warranty shall not apply should the parts originally mounted be replaced by parts from other sources without the prior written approval of RTD;
4. cover painting or corrosion for which deterioration is due to fuel, hydraulics or any other fluid spillage;
5. imply the obligation for RTD to upgrade the Products delivered as soon as improvements are brought by RTD to its products nor to reactivate RTD's (or its suppliers') production line for the Product;
6. cover damage resulting from lay-up of the Products,
7. cover Products that have been modified or repaired using parts or procedures which have not been supplied or approved in writing by RTD before repair, or apply when the Spare and repair Parts recommended by RTD under warranty have not been purchased and fielded by Repairer or the end user during the relevant warranty period,
8. extend to Products which the parameters indicate an inaccurate mileage since delivery,
9. apply to not Genuine Parts or materials.

18.6 Repairer shall make no warranties with respect to any of the Genuine Parts/Accessories that exceed the warranties made by RTD.

19. Pre-Delivery Procedure

The Repairer shall, prior to the delivery of the Products to the Final Customer, at RTD's expense inspect and make sure that Products are in good working order and in a clean condition in accordance with RTD's pre-delivery procedures as defined in Appendix No. 4.4 hereafter:

- External equipment presence check: extinguisher, on board documentation and tools delivered
- Painting and oxidation aspect, anti-rust application if necessary
- Fluid level check
- With the Final Customer: control of main functionalities and explanation of normal use of the Products.

Repairer's rate of such services valid for the year 2018 is defined in Appendix No.11. Repairer's rate for following years will be subject to common agreement.

F **AFTER SALES**

20. **Service and Repair Work**

20.1 The Repairer recognizes the importance of providing high quality service and repair work to the customers.

20.2 Once a specific case (concrete client / fleet) for which will be deemed applicable, the Repairer shall purchase and maintain an adequate inventory of RTD's current technical materials and samples ("Technical Materials") and shall use such Technical Materials in an efficient and effective manner to maintain the Products.

Repairer may translate Technical Materials into all applicable languages of the Territory at Repairer's sole expense and responsibility for distribution to customers, and Repairer shall prepare and distribute such translated Technical Materials in a professional format consistent with RTD's original materials.

Technical Materials (non-customized) provided by RTD and corresponding revisions to be supplied by RTD in connection with the Products will be sent to the registered address of Repairer set forth above.

The Technical Materials are, but not limited to those listed hereafter:

- Spare Parts Catalogue,
- Repair Methods Manual, Time Manual and Technical Data Sheets,
- Tooling Manual,
- Warranty Guide

Technical Materials shall be available to Repairer at the price then in effect.

All proprietary rights, including but not limited to patent, design and copyrights, relating to documentation will remain with RTD. All documentation is supplied to the Repairer for the sole use of the Repairer in connection with this Agreement.

21. **Warranty Work and Service Work**

21.1 Regardless of where a customer has purchased a Product, the Repairer will promptly and efficiently (i) carry out service and repair work, (ii) handle any claim made under and in accordance with RTD's Warranty Guide and (iii) provide free servicing and conduct vehicle recall campaigns in accordance with RTD's instructions. RTD will reimburse the Repairer in respect of work under (ii) and (iii) in accordance with rates agreed upon between the Parties in Appendix No. 11. hereafter.

21.2 For all service and repair work carried out, whether covered by warranty or not, the Repairer shall use only Genuine Parts/Accessories in accordance with the instructions provided by RTD.

21.3 The Repairer shall promptly carry out all warranty repairs or replacements in accordance with RTD's instructions, issued in writing from time to time.

21.4 The Repairer shall submit claims to RTD within [REDACTED] days from the job order start date.
[REDACTED]

21.5 Payment by RTD for warranty work carried out by the Repairer in accordance with this Article shall be made in accordance with Warranty Guide.

22. Recall Campaigns

RTD may from time to time organize recall campaigns. The Repairer and RTD shall always cooperate fully and in good faith on such campaigns in accordance with the instructions issued by RTD for the campaign. Regardless of where a customer has purchased a Product, the Repairer will promptly and efficiently conduct recall campaigns in accordance with RTD's instructions. RTD will reimburse the Repairer in respect of such work in accordance with RTD's published Warranty Guide.

G LOGISTICS

23. Stocks

The Repairer shall keep in stock such volumes of Genuine Parts/Accessories that are sufficient to meet the Parties' mutual objectives and the level of customer satisfaction as set out herein. The level of stock shall be determined by the Parties.

For unscheduled maintenance, the Repairer shall immediately express to RTD its needs for Genuine Parts/Accessories.

24. Ordering Procedure

24.1 An ordering procedure has been set up by RTD for Genuine Parts/Accessories as described in Appendix 9. No Purchase order from the Repairer will be effective unless made in accordance with the procedure applicable at the time of the order. However, Purchase orders shall be in writing, firm and unconditional and be subject to unconditional acceptance by RTD. Each Purchase order accepted by RTD shall be binding.

Nothing contained in any purchase order shall in any way modify or delete the terms and conditions contained herein or add any additional or different terms or conditions to the terms and conditions of this Agreement.

Repairer may, without charge, increase an Order for any particular Genuine Parts/Accessories provided that RTD received prior written notice from the Repairer not more than [REDACTED] after RTD has accepted the concerned Order. RTD has obligation in relation thereto, to accommodate Repairer for any Order increase.

24.2 RTD shall manufacture and deliver Genuine Parts/Accessories to Repairer in a timely manner. Any partial delivery is possible. RTD will inform the Repairer of any such delayed earliest possible.

H **COMPETING ACTIVITIES**

25. **Repair of other Vehicles**

On the base articles of association and statute of the Repairer, Repairer has been primarily set up to carry out repairs of military vehicles. Repairer is carrying out and will also in the future carry out such repairs for Czech Army as well as other security forces of Czech Republic

25.1 Repairer reserves the right to hold and conclude in the future any other service and/or workshop agreements for vehicles competing with RTD's Products under the condition of executing any/all such activities fully separate and independent of the premises assigned and used for performing this Agreement, mainly, but not limited to stock premises, workshop space, and administration.

25.2 In case that Repairer and/or any entity directly or indirectly controlling or controlled by the Repairer decides to repair vehicles other than RTD Products , Repairer shall inform RTD in writing and in adequate advance of having such intentions.

26. **Sale and use of Competing Parts**

Neither the Repairer nor any entity directly or indirectly controlling or controlled by the Repairer is not at any time allowed to sell and/or buy Non-Genuine Spare Parts to be used for repair or maintenance of RTD's Trucks and/or RTD's products.

27. **Sales to Non-Authorized Re-Sellers**

The Repairer shall not sell Genuine Parts/Accessories to any Re-Seller other than to the Sub-repairer appointed by the Repairer.

I **GENERAL**

28. **Indemnity**

28.1. The Parties agree to indemnify each other against all costs, claims, damages, expenses, demands or losses to the extent they relate to:

- any breach of this Agreement;
- any modification or alteration to any vehicle or any part made by or on behalf of the Repairer whether or not with the consent, approval or knowledge of RTD, including without prejudice to the generality of the foregoing, the fitment by or on behalf of the Repairer (including the Sub repairers) of any equipment, accessory or replacement part unless the said modification, alteration or fitment is carried out at the request of RTD and in strict conformity with any instruction (including drawings) issued or approved in writing by RTD; or
- the fitment by the Repairer or any of its Sub repairers of any equipment, accessory or replacement part which does not comply with RTD's technical specifications or standards of quality.

28.2 If any claim is made or threatened against RTD by any third party and if the concerned failure or defect was caused either wholly or partly by any act or omission of the Repairer or any of its Sub repairers (whether willfully, negligently or otherwise), the Repairer shall indemnify RTD against all costs, claims, expenses, damages, demands or losses whatsoever arising therefrom or in connection therewith.

29. **Claims – limitation of action**

The Repairer shall keep RTD fully informed of any claim or allegation that any Product is not of satisfactory quality or is not accurately described. If the Repairer learns about an accident involving a Product which could result in a Product Liability claim, the Repairer shall immediately send all relevant information regarding the accident to RTD.

No action arising out of or related to this Agreement, regardless of form, may be brought by either Party [REDACTED]. Such limitation shall not apply to any actions asserted against either side arising from any delinquencies in payment for Genuine Parts/Accessories and Service.

30. **Force Majeure**

Except for payment terms, neither Party is liable for failing to fulfil, or having delayed fulfilment of, the conditions of this Agreement if fulfilment is delayed or precluded by circumstances beyond its control, provided that the non-fulfilling Party immediately informs the other Party of the circumstances preventing the fulfilment and takes all reasonable actions to overcome such circumstances and minimize the consequences thereof.

If the fulfilment of an order is delayed by more [REDACTED] either Party is entitled to cancel the order without incurring any liability therefore.

31. **Waiver**

The failure of either Party at any time to require performance by the other of any provision hereof shall not affect the right of such Party to require performance at any time thereafter, nor shall the waiver of either Party of a breach of any provision hereof be taken or held to be a waiver of a provision itself.

Nothing in this Agreement shall prevent a Party from enforcing its rights by such remedies as may be available in addition to termination.

32. **Severability**

If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect. The parties agree to renegotiate in good faith those provisions so held to be invalid to be valid, enforceable provisions which provisions shall reflect as closely as possible the original intent of the Parties, and further agree to be bound by the mutually agreed substitute provision.

33. Confidentiality

Any information, equipment, know-how, and technical documentation, including electronically stored data and computerized geometries, which constitute secret information of the disclosing Party and to which the other Party has access through its business relationship as set out in this Agreement, shall be kept confidential for the duration of this Agreement and thereafter. Copying or other reproduction of such information is permitted only in connection with the fulfilment of the receiving Party's obligations pursuant to this Agreement, and in full compliance with applicable laws and regulations concerning copyright and other intellectual property rights.

34. Transfer and assignment of Agreement

A Party cannot transfer or assign any right or obligation under this Agreement without the prior written consent of the other Party. RTD is, however, entitled to effectuate such transfer or assignment without any consent, within any company in the Group.

35. Limitation of responsibility



36. Certain Condition

A prerequisite for this Agreement and for its validity is that the Repairer as well as RTD has received and at all times will be in possession of all relevant permits, licenses and approvals, of whatever kind and nature, necessary or useful in accordance with the laws applicable at each time in the Territory and all such permits, licenses and approvals necessary or useful for the Repairer's performance with this Agreement.

37. Term

37.1 Unless earlier terminated pursuant to the terms of the Agreement or by mutual written consent, this Agreement shall be effective at the Effective Date and continue in full force and effect for a term expiring on April 16th, 2022.

37.2 The Agreement may under no circumstances be automatically renewed.

38. Termination

38.1 Either Party shall have the right to terminate this Agreement [redacted] prior written notice delivered by registered letter to the other Party.

38.2 Either Party shall have the right to terminate this Agreement with immediate effect and without a need for a court intervention by providing notice by registered letter to the other Party in case the latter Party is declared bankrupt, composes with its creditors, enters into liquidation proceedings, losses the right to manage its business, ceases trading, enters into dissolution or liquidation or any other event analogous or similar to any of the foregoing in any jurisdiction. The Party providing notice in accordance with the provisions of this Article 38.1 shall not for that reason incur any liability.

38.3 A Party shall have the right to terminate this Agreement with immediate effect and without the need for a court intervention by providing notice by registered letter to the other Party, if the other Party is in serious breach of this Agreement or any provision of the Qualitative Requirements, provided that such Party has failed to remedy such breach [REDACTED] after written notice thereof. The Party providing notice in accordance with the provisions of this Article 38.3 shall not for that reason incur any liability.

38.4. Upon receipt of any notice of termination, Repairer agrees to conduct itself and its operation until the effective date of termination in a manner that will not injure the reputation or goodwill of the RTD and the customers.

39. Suspension of Deliveries/Services

RTD is entitled to suspend deliveries to the Repairer with immediate effect if the Repairer is in breach of this Agreement and shall not for that reason incur any liability whatsoever.

Repairer is entitled to suspend any Services provided under this Agreement to the RTD with immediate effect if RTD is in breach of this Agreement and shall not for that reason incur any liability whatsoever.

40. Notices and Communication

Unless otherwise provided in this Agreement, all notices and communication (i.a. ordering of Genuine Parts/Accessories and/or Services, Promotion, RTD's trade marks usage etc.) required or contemplated under this Agreement shall be in writing and shall be given either by registered mail or e-mail to the addresses stated below. Any notice given under this Agreement shall be deemed to have been given [REDACTED] or if [REDACTED] after sending provided it is evidenced by a confirmation receipt.

If to RTD:

[REDACTED]

If to the Repairer:

[REDACTED]

This Agreement has been agreed and prepared in the English language. In the event of any translation of this Agreement or any part thereof into other language, the same shall continue to be construed and interpreted according to the English language version, which shall therefore prevail in the event of any conflict.

41. Procedure after Termination or Expiry

41.1 Obligations for money due and obligations expressly or by their nature intended to survive the termination of this Agreement, shall so survive.

41.2 RTD shall have the right to receive copies of all documents relating to the Repairer's customers and Sale of Genuine Parts/Accessories, and the right to use such documents.

41.3 The Repairer shall immediately discontinue, and cause the Sub repairers to discontinue, to use the "Renault" brand and all other brands listed in paragraph 4. above and immediately cease to present themselves as being part of the RTD network, if this Agreement expires.

Repairer understands that, neither it nor any Sub-repairer shall have any right whatsoever to continue as a repairer or otherwise regardless of any undocumented continuation of the relationship with RTD. The acceptance of any purchase order for the sale of any Genuine Parts/Accessories to Repairer after the termination or expiration of this Agreement shall not be construed as a renewal or extension of this Agreement nor as a waiver of termination of this Agreement.

The Repairer undertakes to provide RTD with a certificate establishing that it is no longer registered as a Repairer of RTD provided always that such registration was necessary or required under the applicable laws and regulations.

41.4 All signs bearing the trademark Renault shall immediately be removed and not used by the Repairer or any of its Sub-repairers.

41.5 RTD shall have the right to repurchase the Repairer's stock of new, unused, unmodified and undamaged Genuine Parts/Accessories [REDACTED] Within [REDACTED] after the effective date of termination of expiry date of this Agreement Repairer shall deliver or mail to RTD a detailed inventory of all items referred to in this Section 41.5 that it requests RTD repurchase and shall certify that such list is true and accurate. In the case that RTD will not repurchase the Repairer's stock within [REDACTED] as of the date of delivery of inventory list, Repairer shall have the right to sell his stock of Genuine Parts/Accessories in his sole discretion and without further restrictions.

41.6 All publicity material paid for by RTD shall at the Repairer's cost be sent to RTD. Any such material paid for by the Repairer shall either be destroyed or purchased by RTD at a price agreed between the Parties.

41.7 Repairer will maintain, [REDACTED] its records, contracts and accounts relating to distribution of the Genuine Parts/Accessories and will permit examination thereof by authorized representatives of RTD at all reasonable times.

- 41.8 Notwithstanding termination or expiry of this Agreement, Repairer will promptly inform all customers of the termination or expiry of this Agreement and inform them (and RTD) to contact RTD directly for further Information and the Repairer shall cooperate with and assist RTD to facilitate the smooth appointment of another Repairer with all reasonably required documents and information.

42. Governing Law and Disputes

The Parties agree to exercise all reasonable efforts to resolve any dispute arising hereunder by negotiation.

In the event any dispute cannot be amicably resolved by the Parties, any resulting legal action shall be submitted to arbitration. The governing law shall be the substantive law of Switzerland. The arbitration shall be carried out in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce, by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall take place in Geneva, in the English language.

The award made by the arbitrators shall be final and binding on the Parties. If any Party does not perform the obligations imposed upon by the award in full, and in a timely manner, the other Party shall be entitled to seek the enforcement of the award from any competent court in any jurisdiction.

43. Entire Agreement and Previous Agreements

This Agreement and its appendices constitutes the entire agreement and understanding between the Parties in relation to the subject matter hereof. All previous agreements between the Parties relating to the subject matter herein are automatically terminated when this Agreement enters into force as set out herein.

Any change of this Agreement shall to be valid be performed in writing and be signed by duly authorized representatives of both Parties.

In the case that Parties agree to participate together in public tenders on Territory for delivery of Parts and /or Services, all the conditions will be agreed in separate agreement in accordance with conditions of public tender.

44. Language and Headings

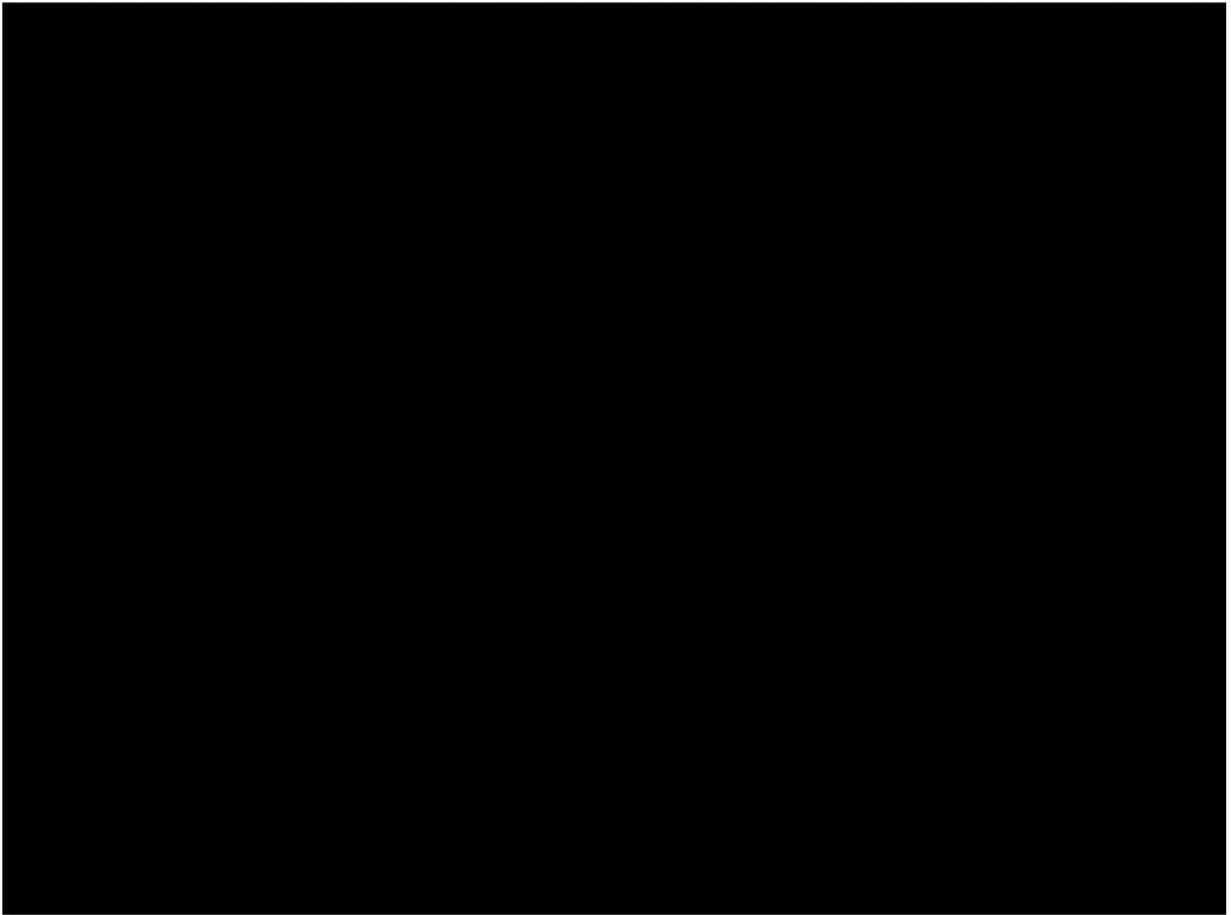
This Agreement has been written in the English language and, in the event of any conflict or inconsistency between the English-language version and any translation hereof the English language version shall prevail.

The headings and captions of the various sections of this Agreement are included solely for convenience and shall not be deemed to be a part of this Agreement or considered in construing the terms and conditions hereof.



IN WITNESS WHEREOF THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED IN TWO ORIGINAL COPIES BY THEIR DULY AUTHORIZED OFFICERS IN PARIS (FRANCE) ON MAY 8th 2018 AND ŠENOV U NOVÉHO JÍČINA ON MAY 4th 2018.

Each Party acknowledges receipt of its own original copy in English.



Appendix 1
DEFINITIONS

” Accessories”

” Genuine Parts”

” Parts”

” Products”

” Product Liability”

” Services”

” Spare Parts”

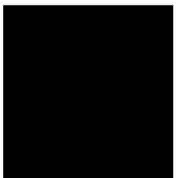
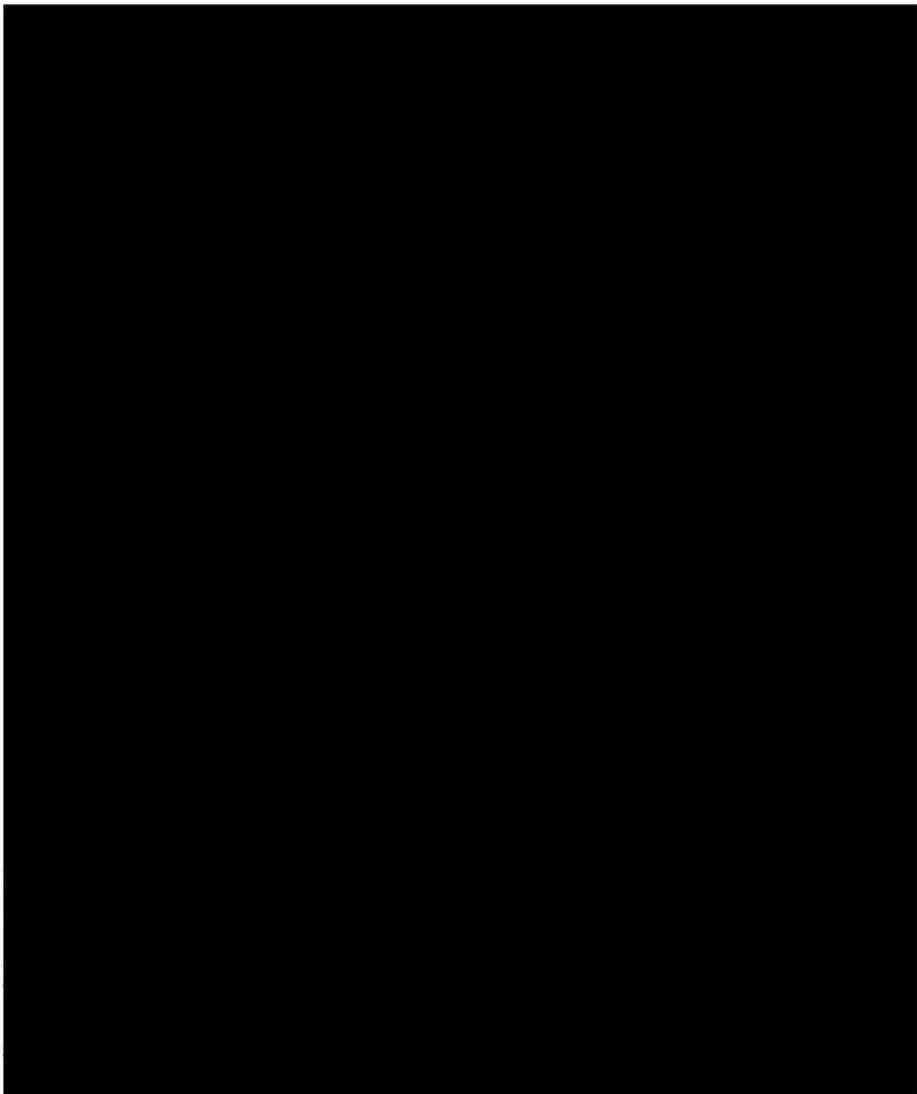
” RTD Program”

” Territory”

“Group”

“Qualitative Requirements”

“Final Customer”





Appendix 2

REPAIRER'S OWNERSHIP AND MANAGEMENT

Ownership:
Ministry of Defense of the Czech Republic

Shareholding:
100%

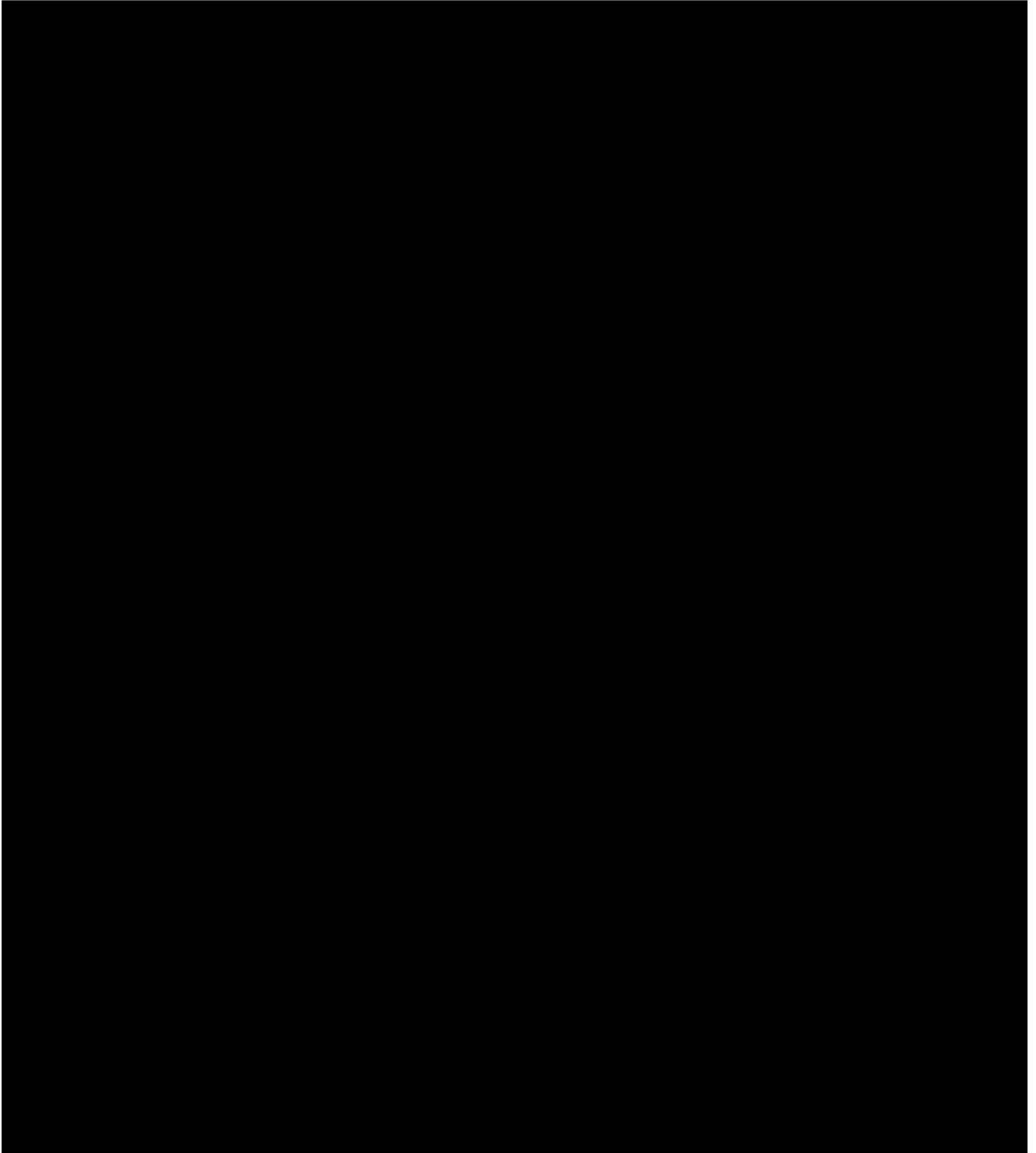
Management:
[REDACTED]

Directors:
[REDACTED]

Project Manager:
[REDACTED]

Appendix 3

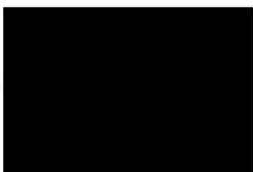
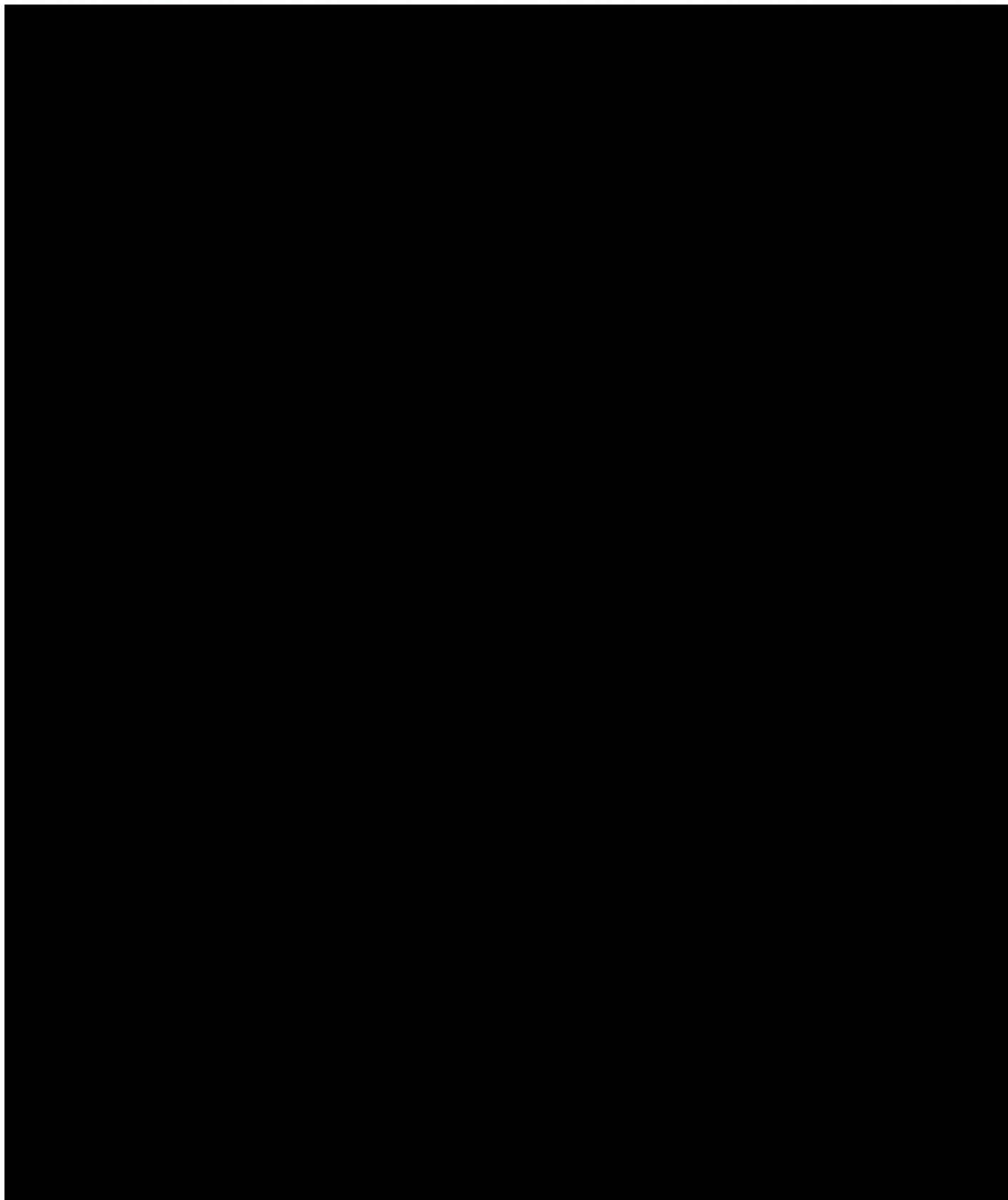
QUALITATIVE REQUIREMENTS

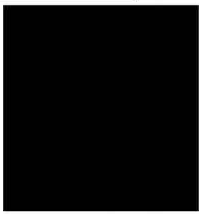
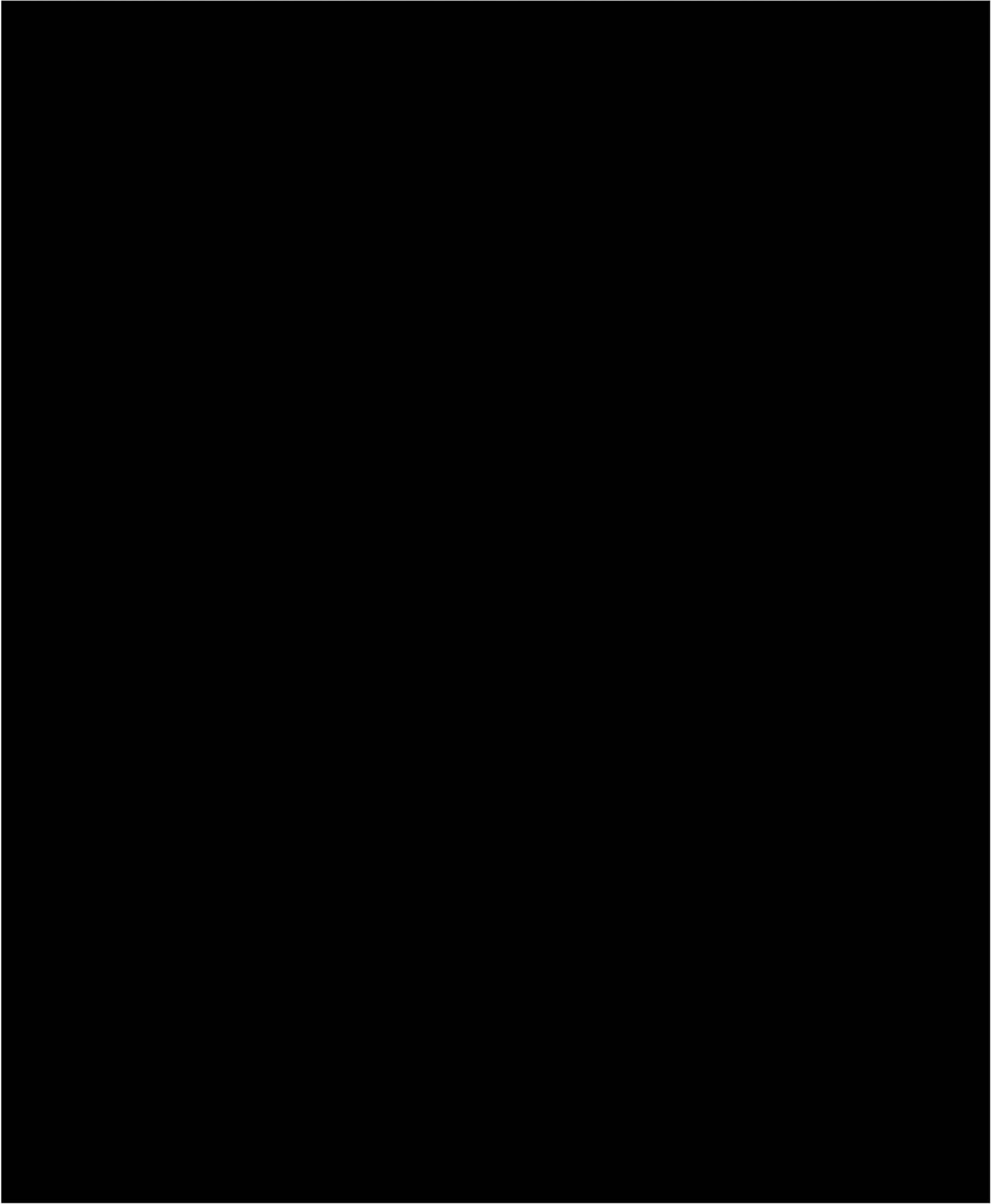


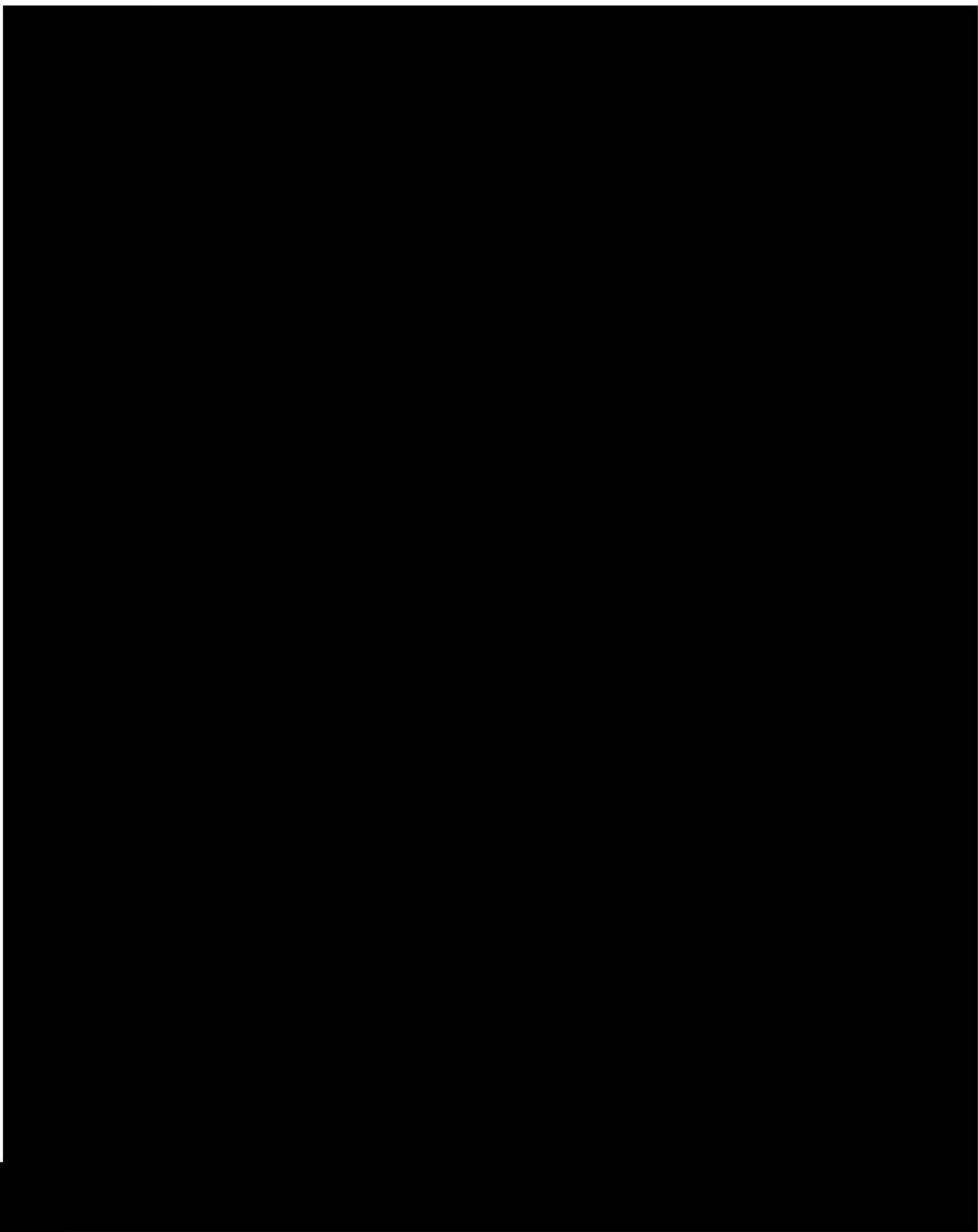
RENAULT
TRUCKS

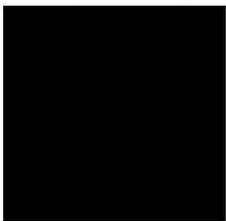
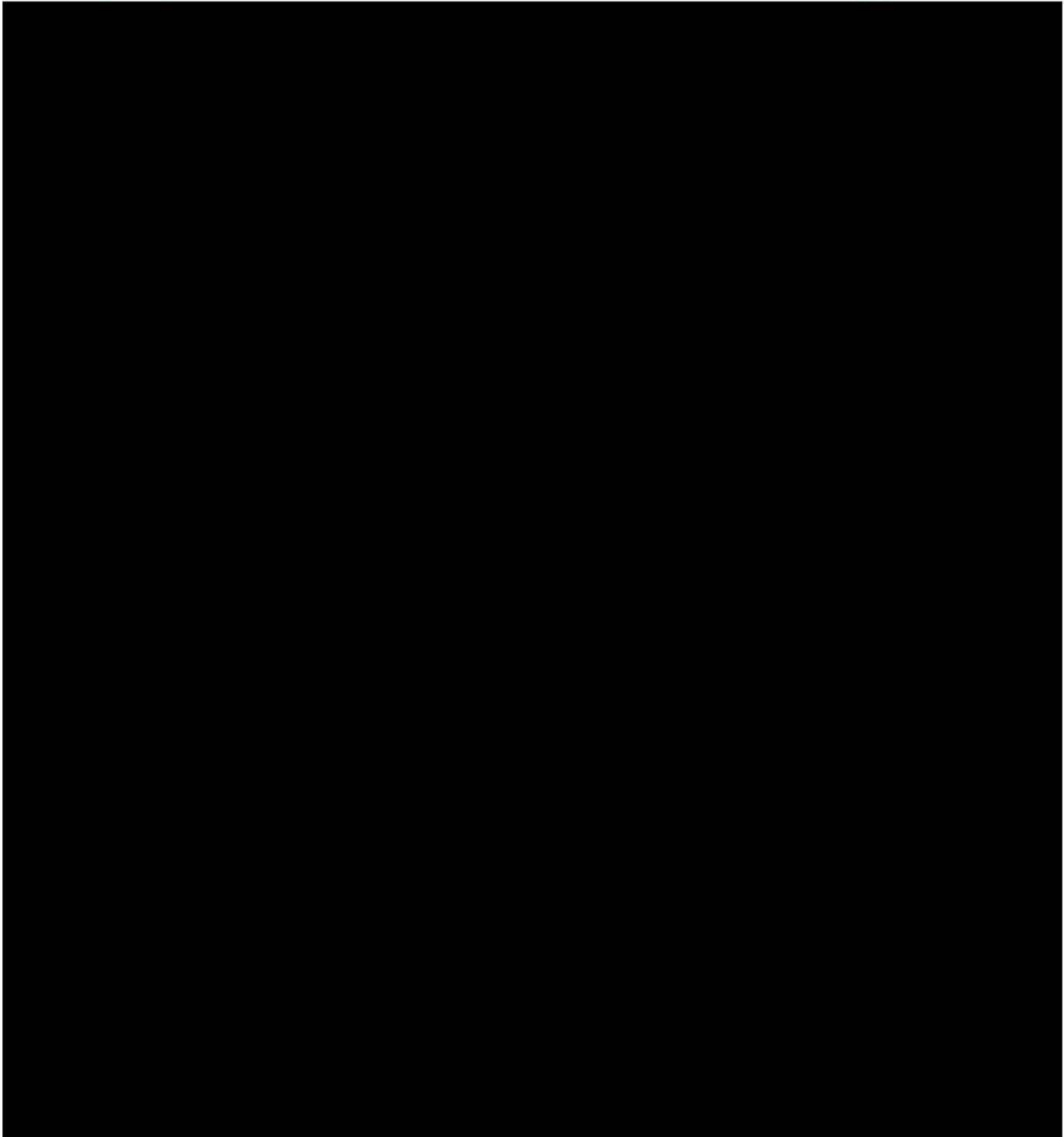
DEFENSE

VOP
— CZ —





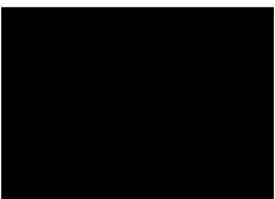
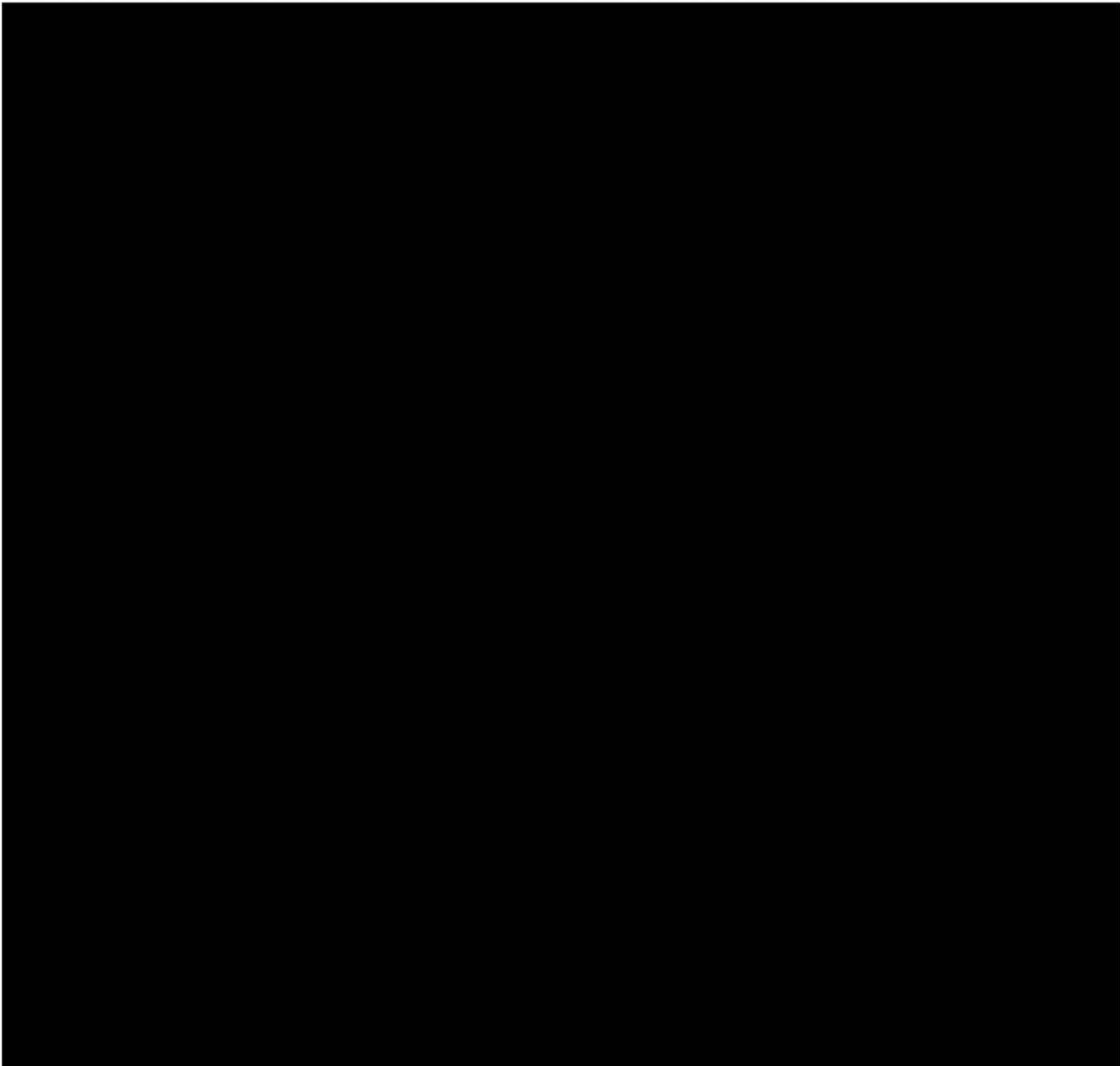






Appendix 4.1

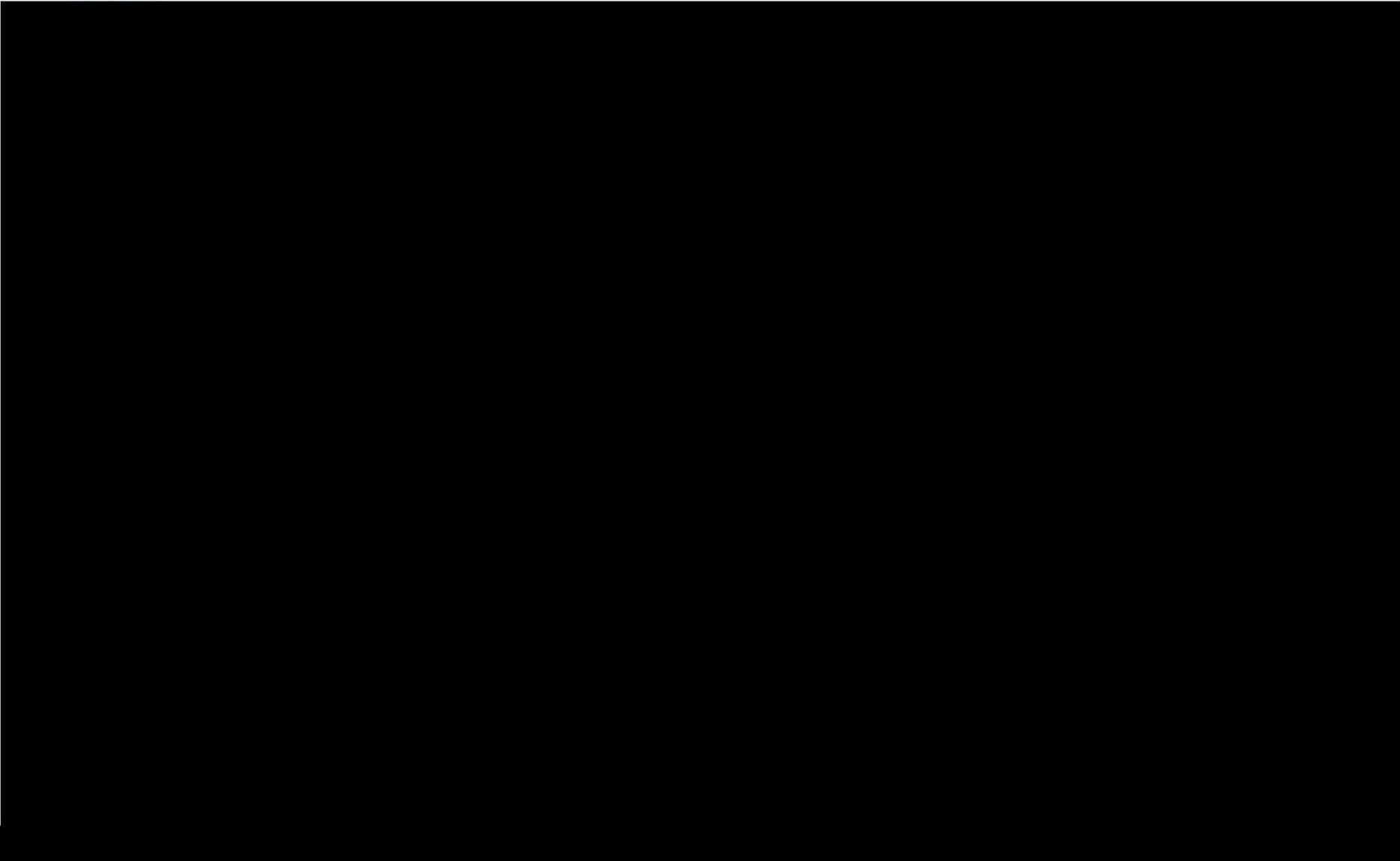
SUPPLIED SERVICE MANUALS



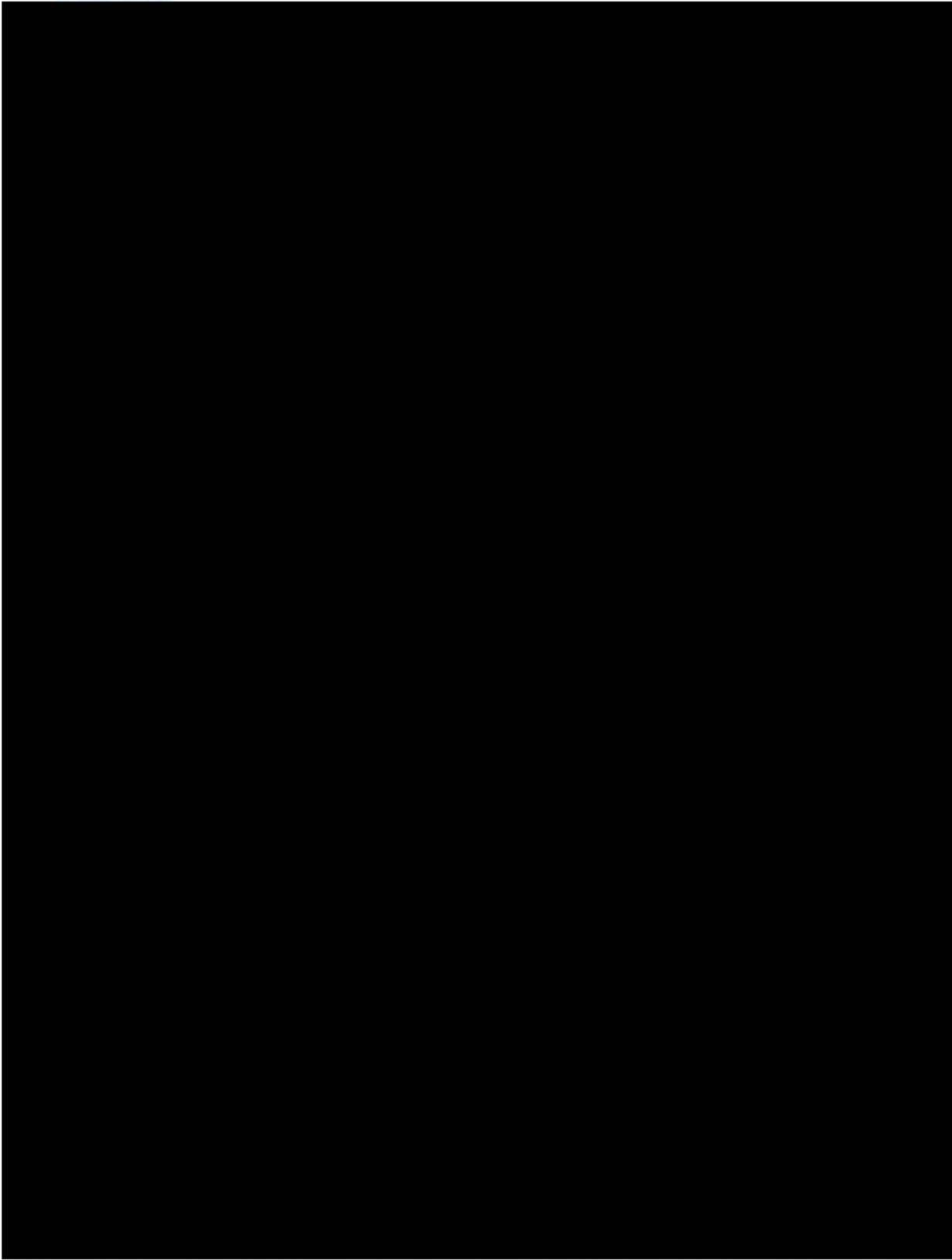
Appendix 4.2.1



VOP Spare Parts Activity Report



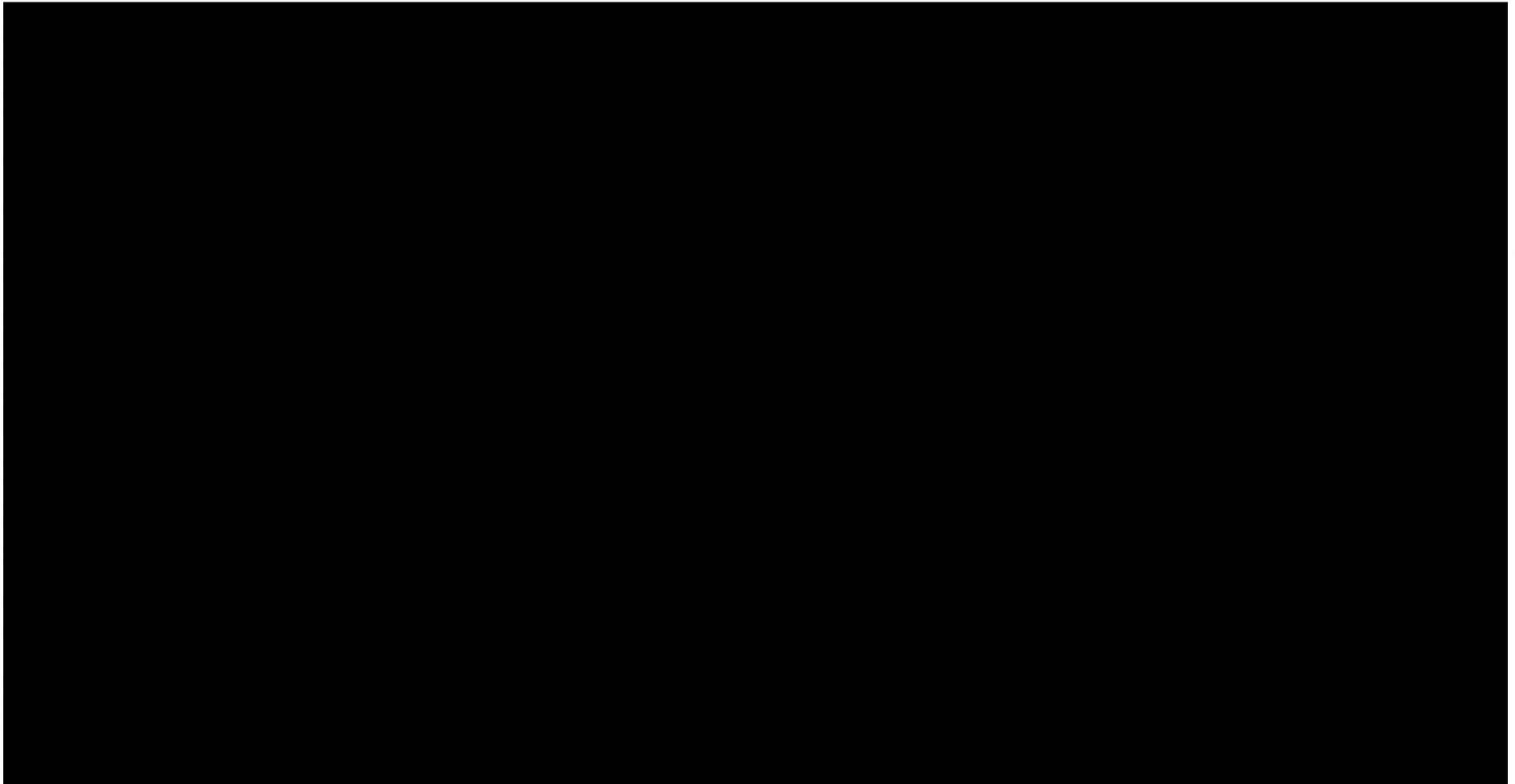
VOP Labor Activity





Appendix 4.2.3

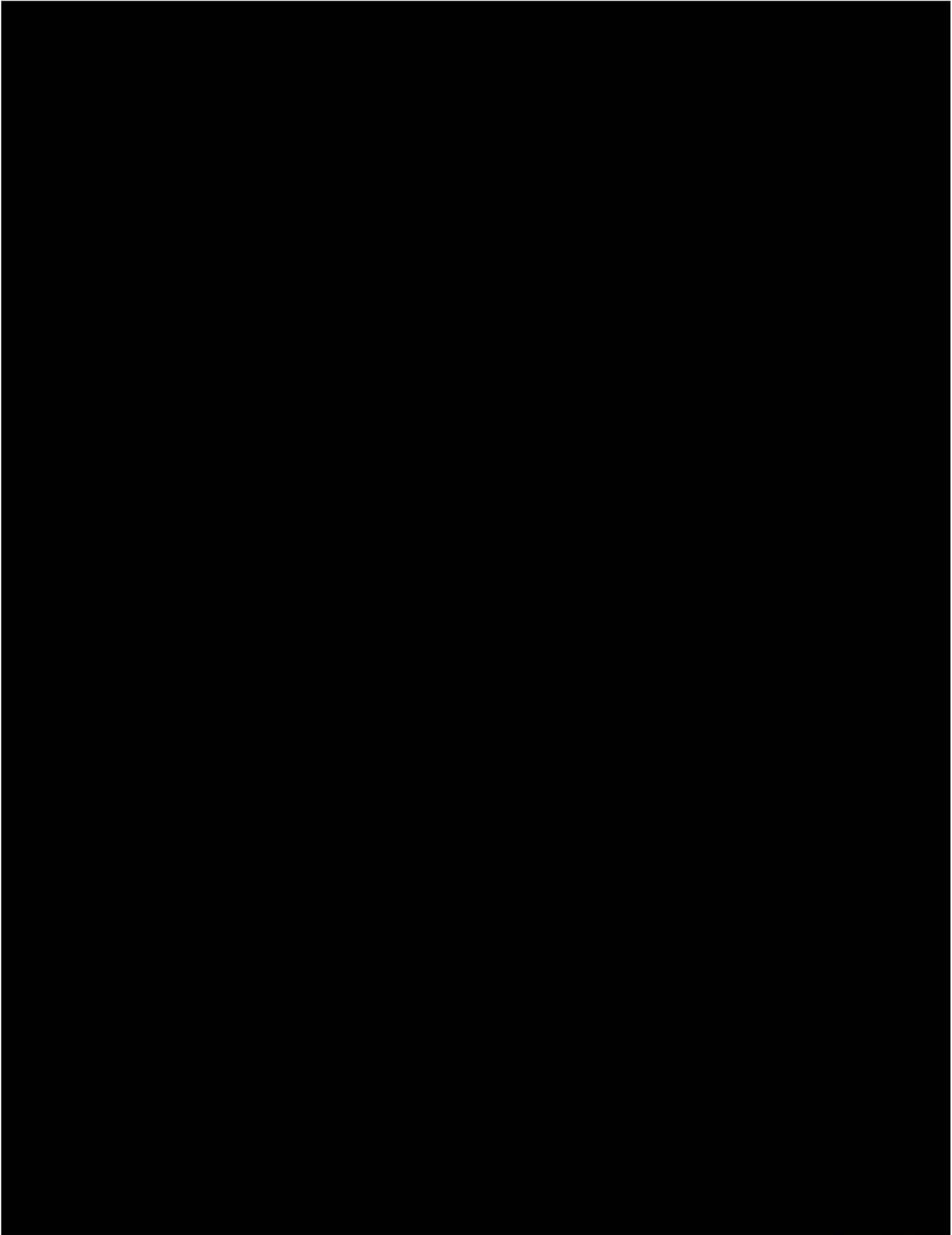
Spare Parts and Labor 3 months Forecast



WARRANTY GUIDE

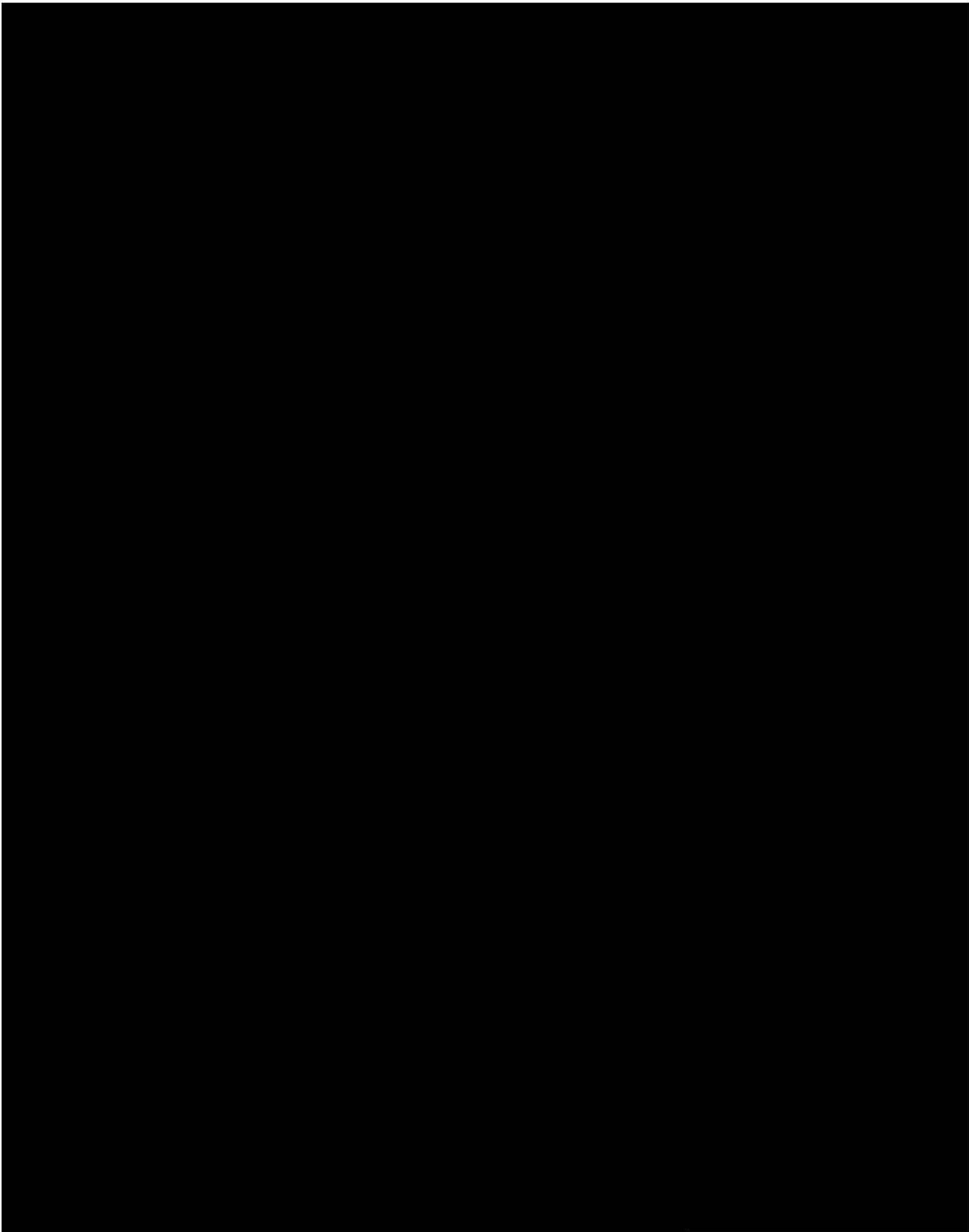
CUSTOMER SUPPORT
DEPARTMENT

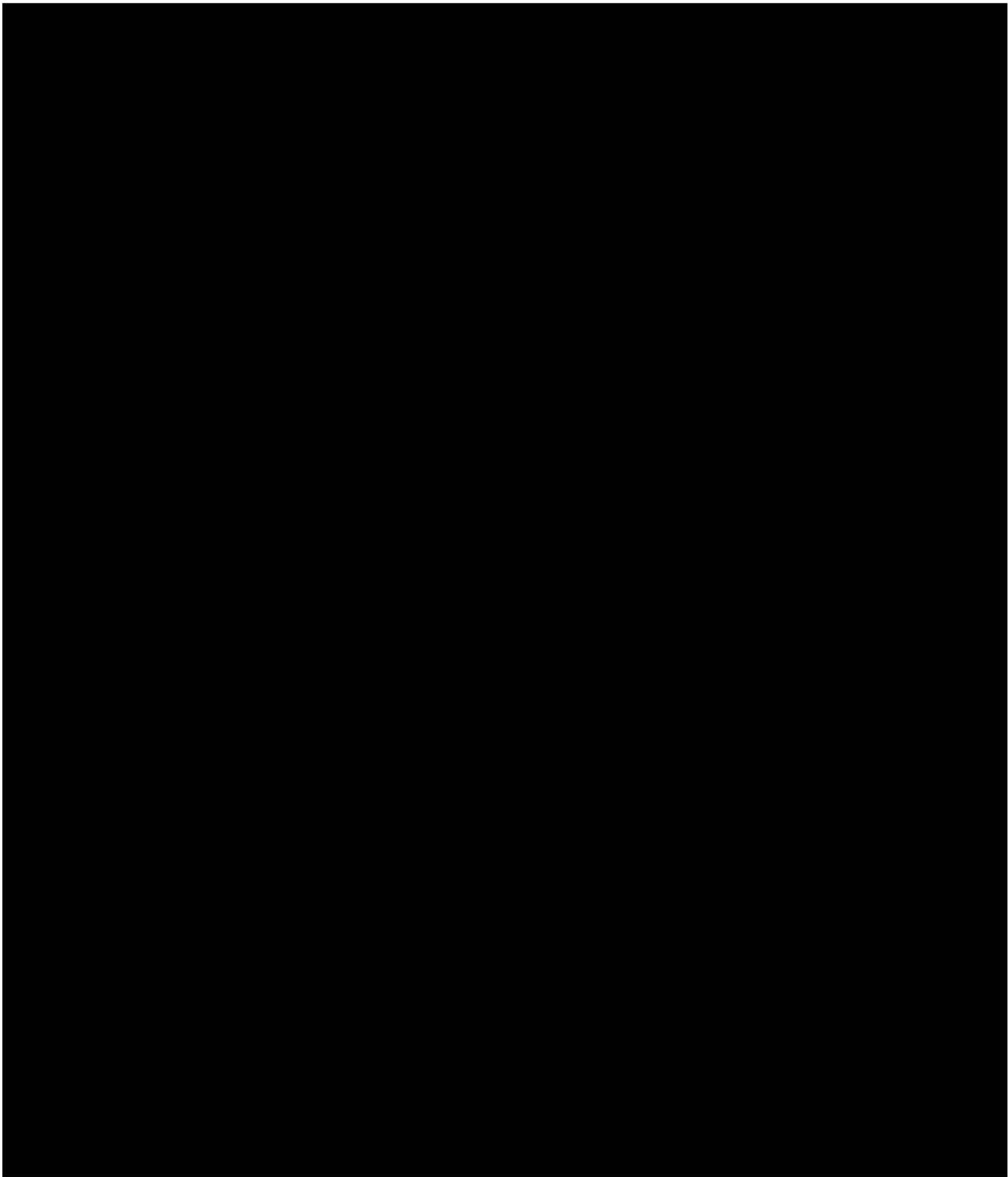
Appendix 4.3



RENAULT
TRUCKS
—
DEFENSE



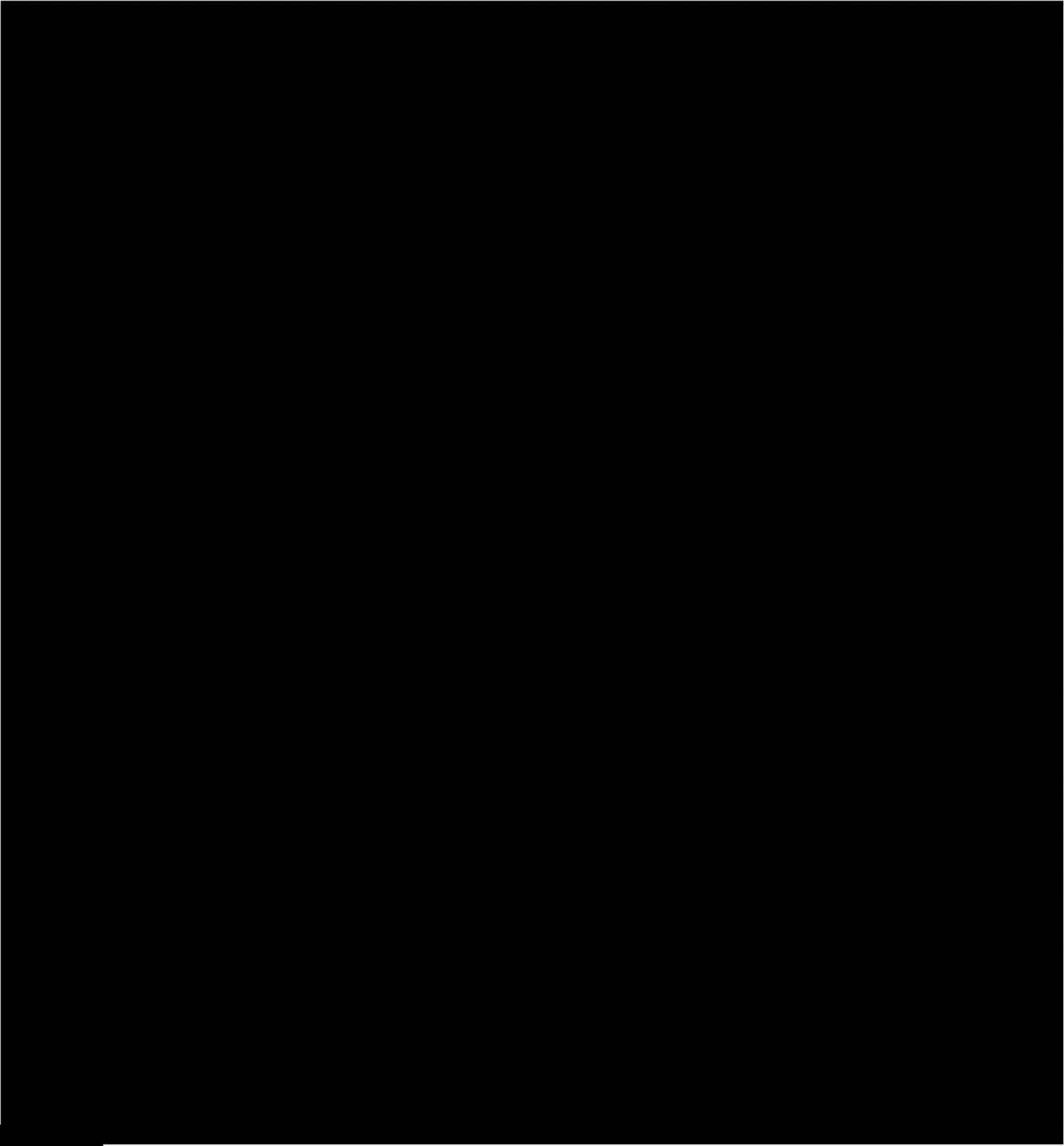


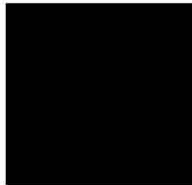
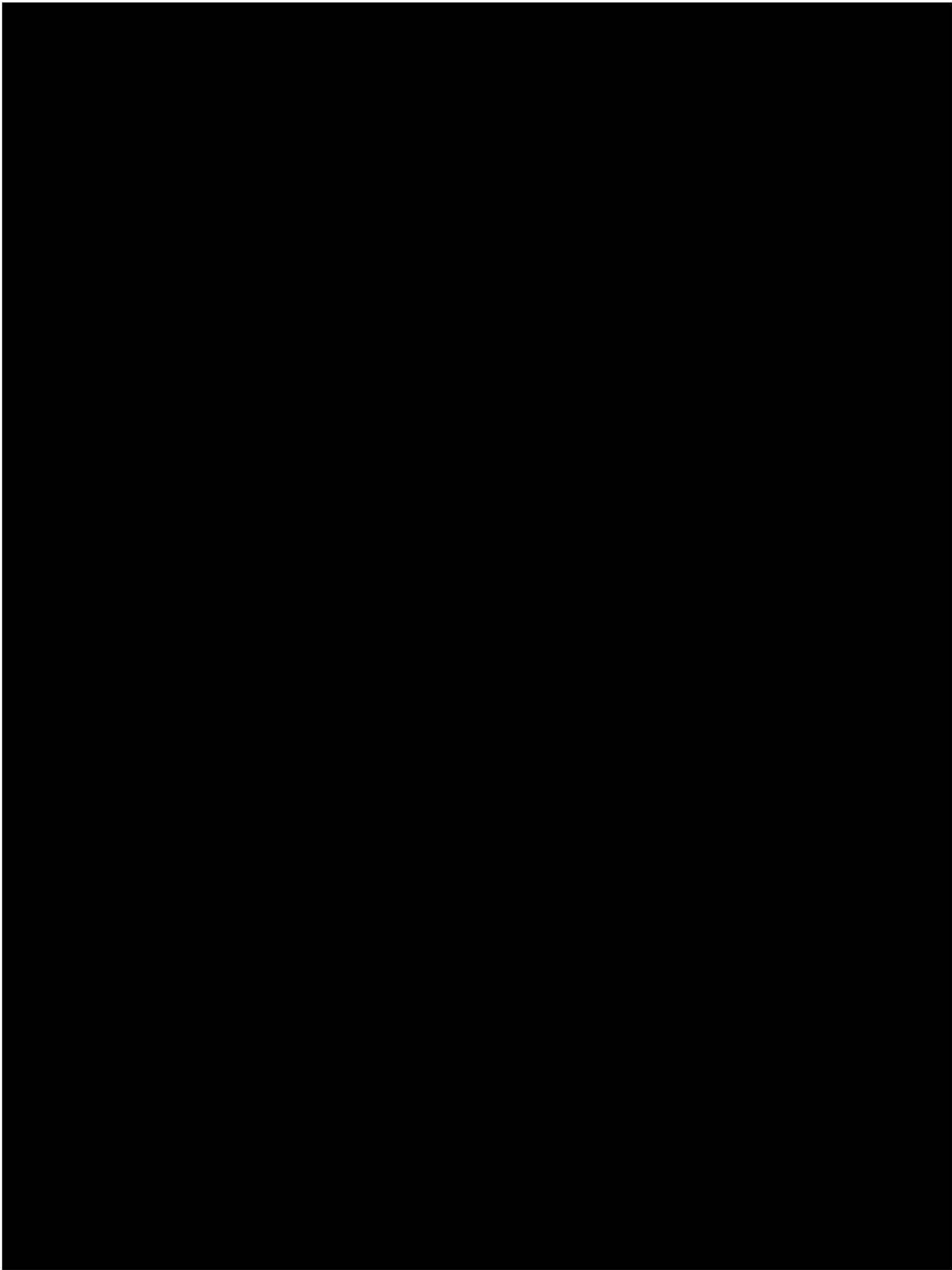


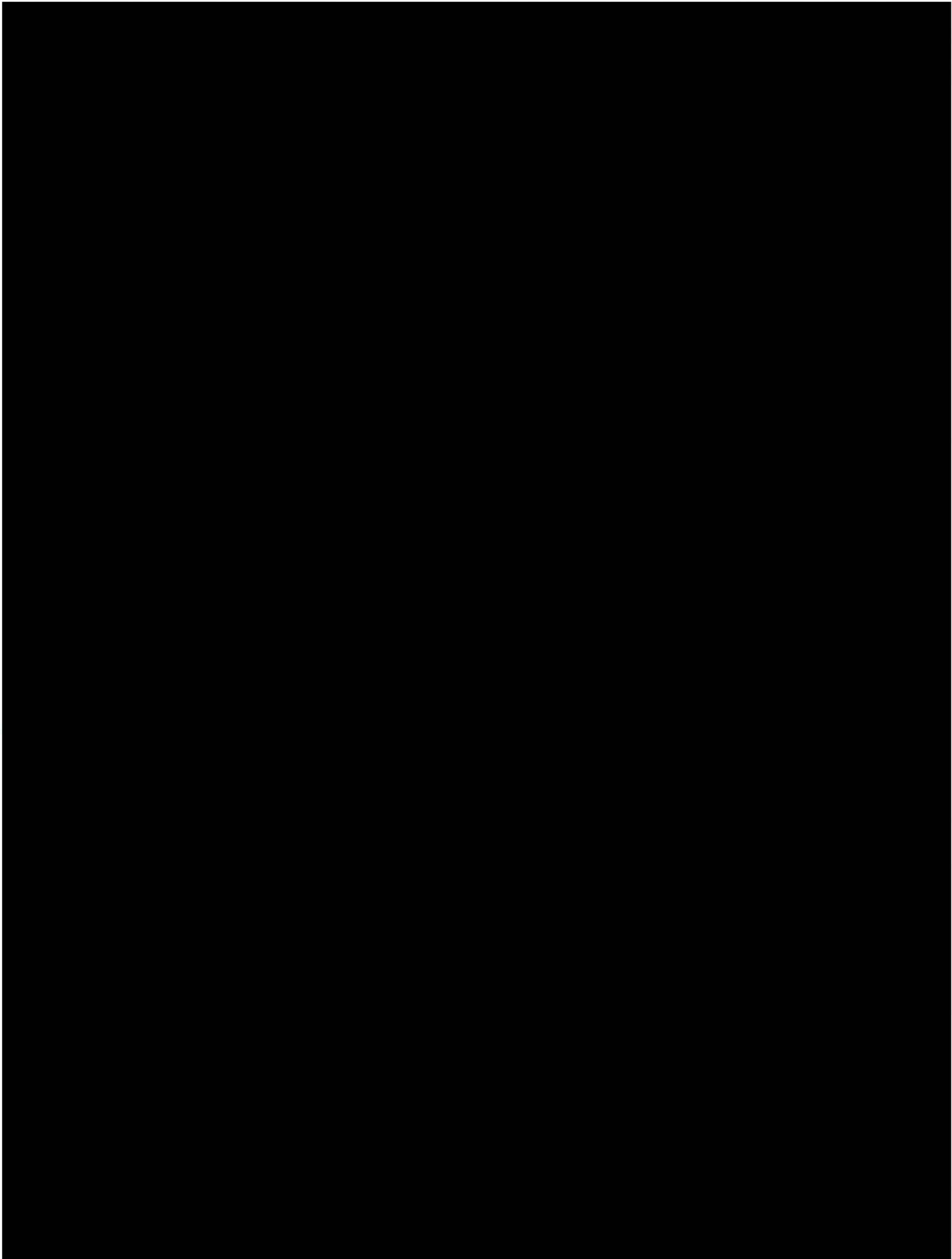
RENAULT
TRUCKS

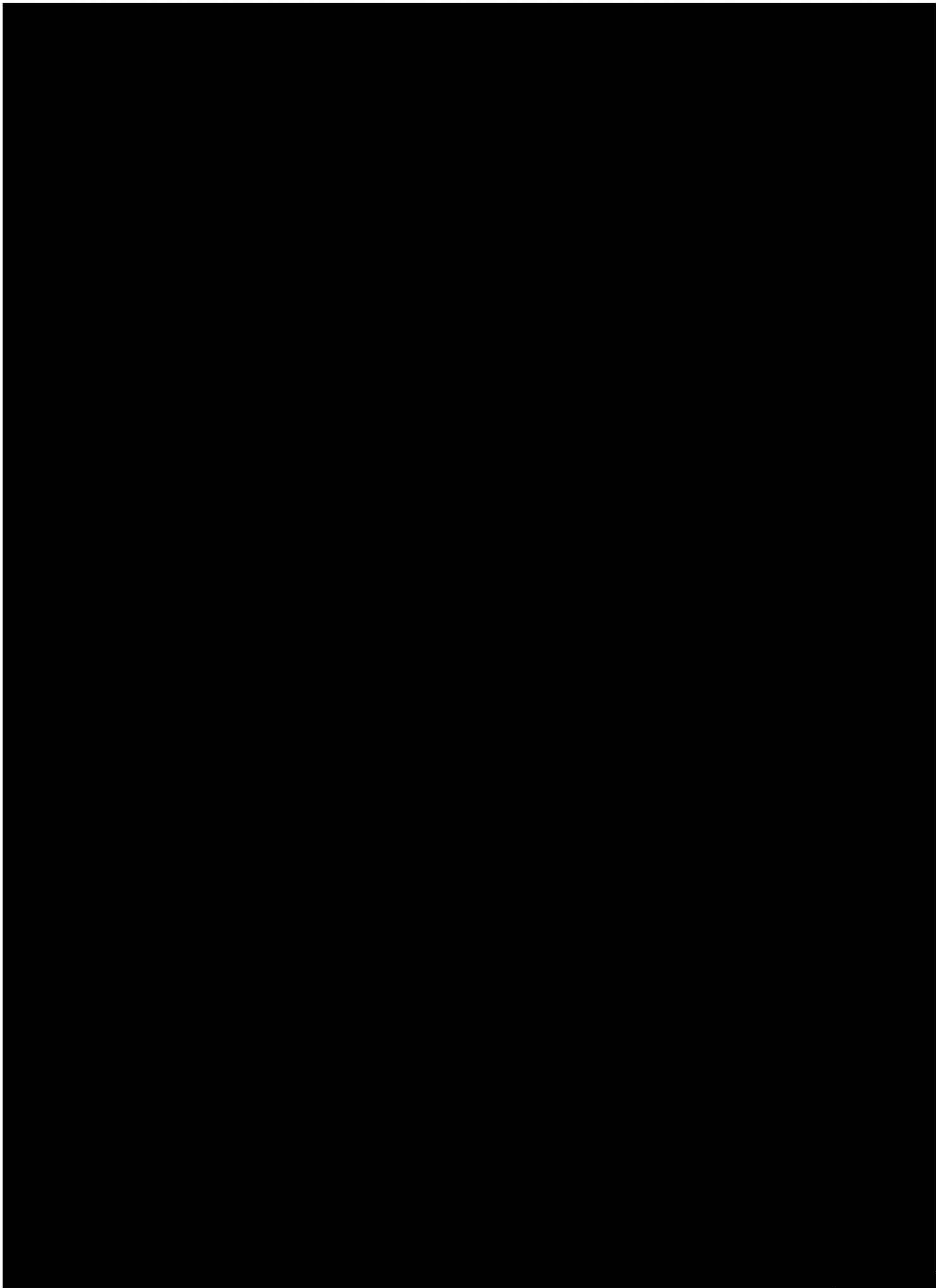
DEFENSE

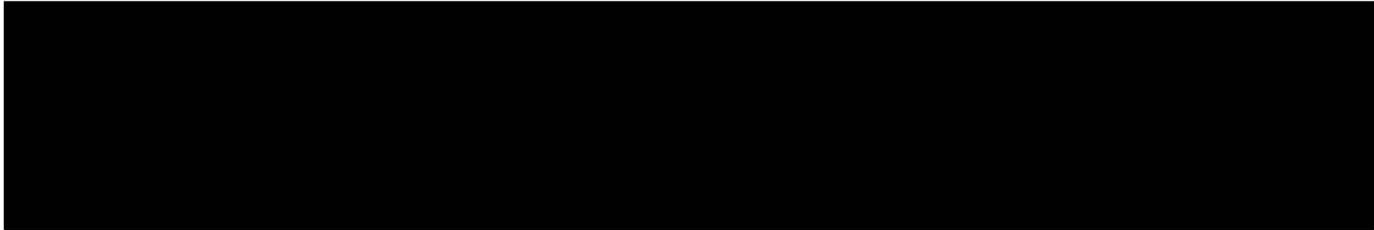
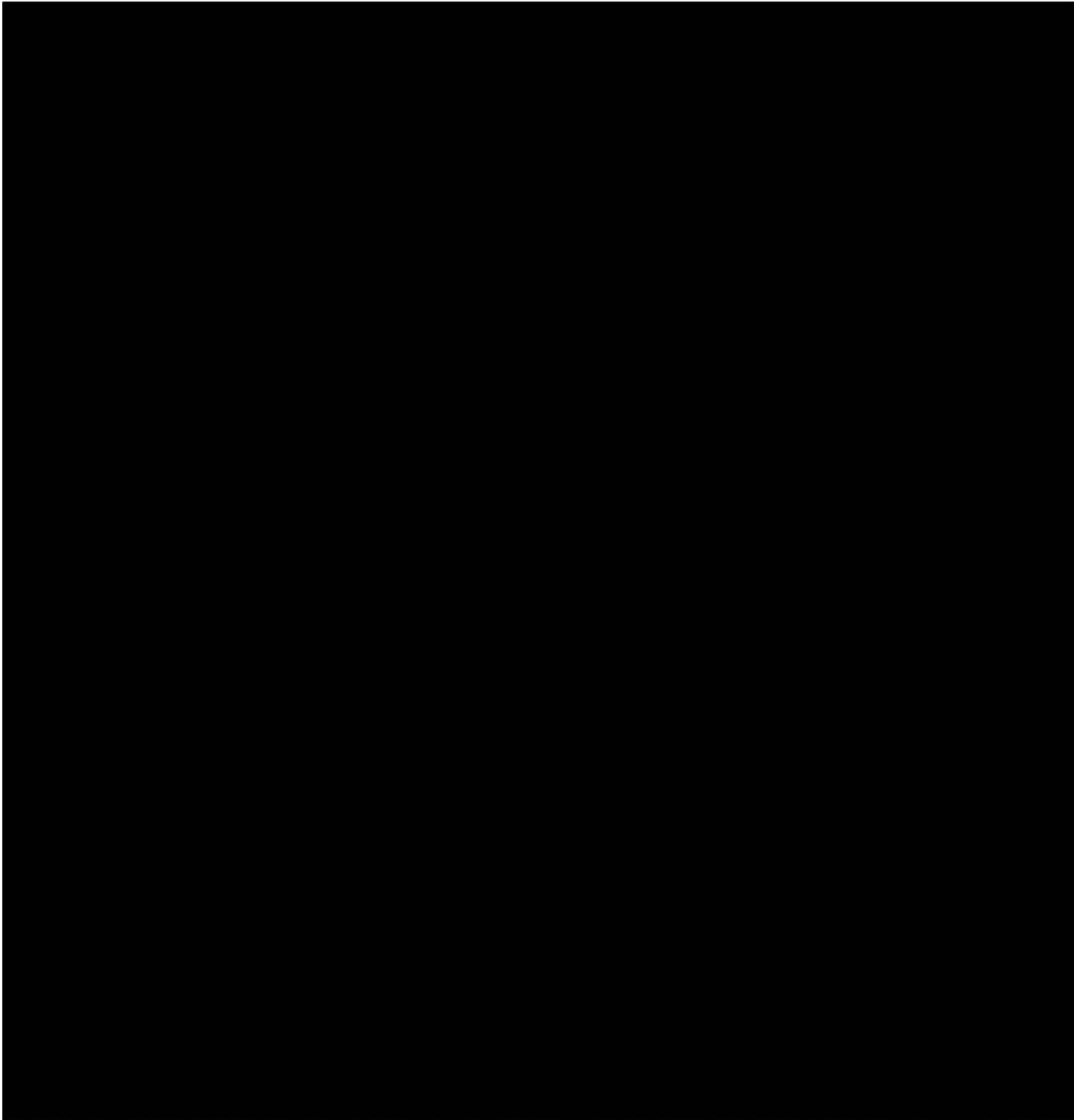
Pre-Delivery Inspection









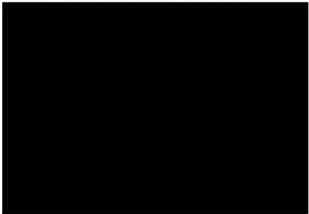
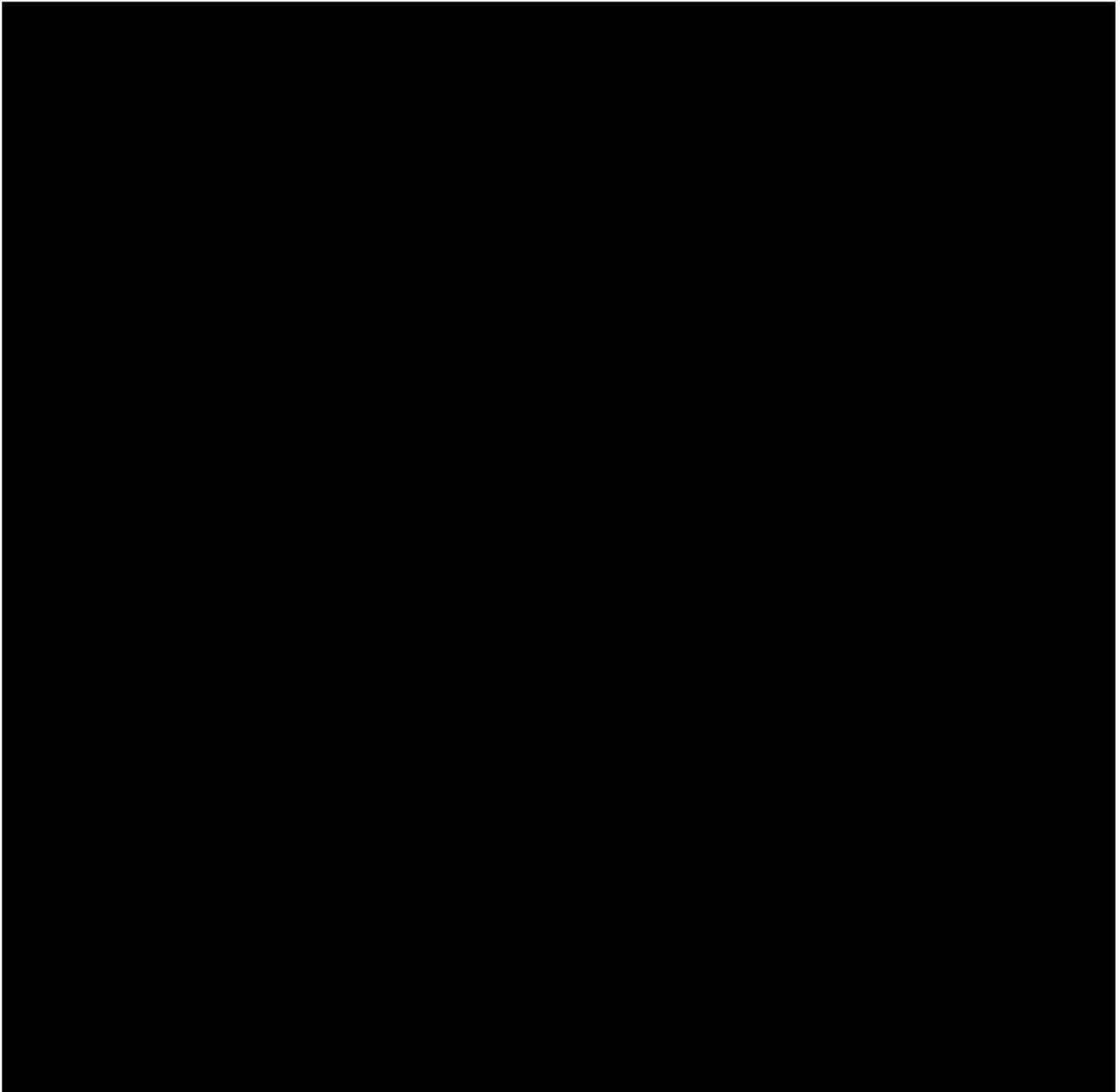


RENAULT
TRUCKS

DEFENSE



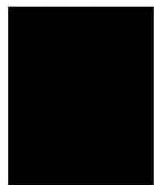
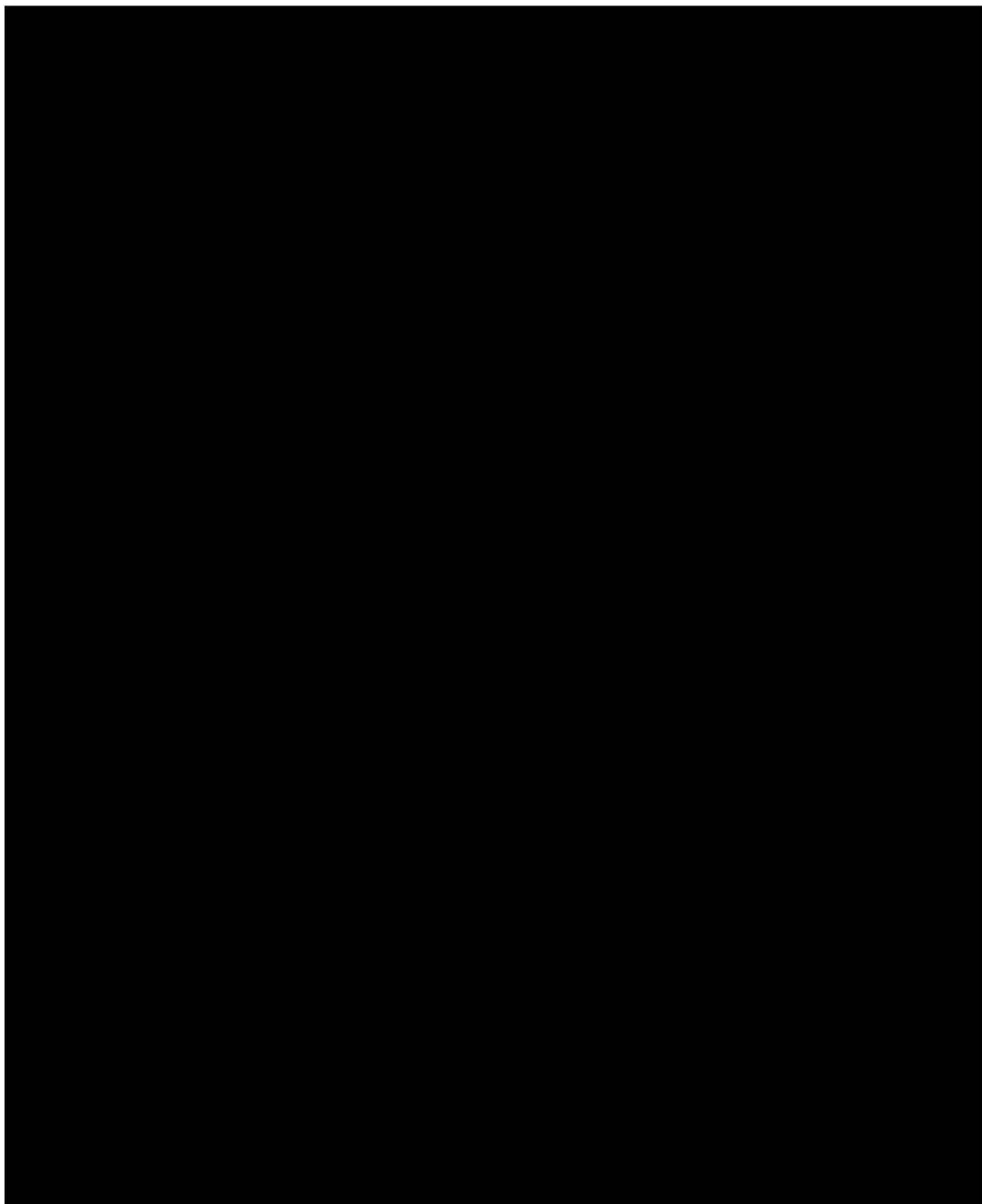
Appendix 5
TERMS OF PAYMENT

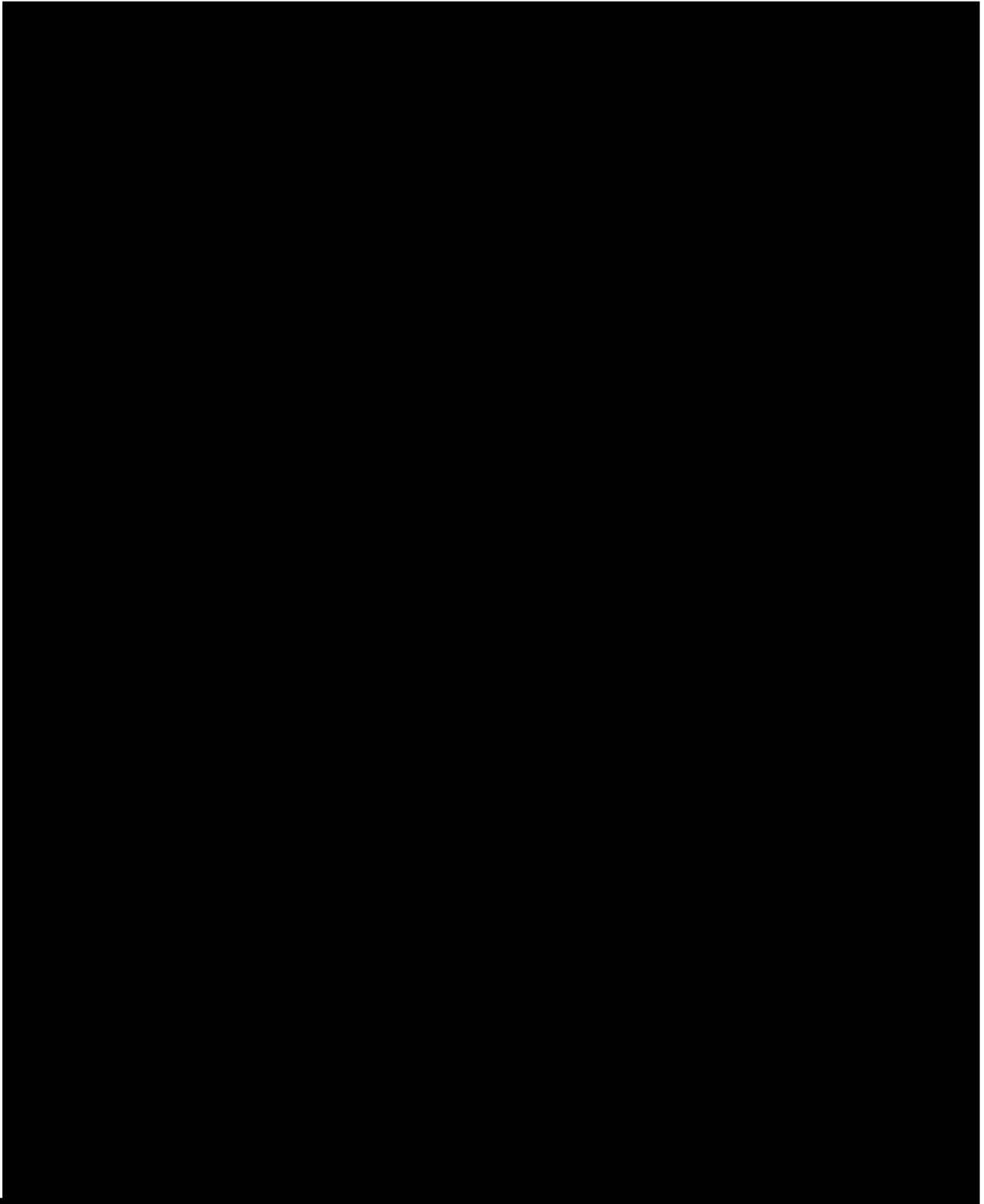


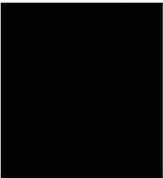
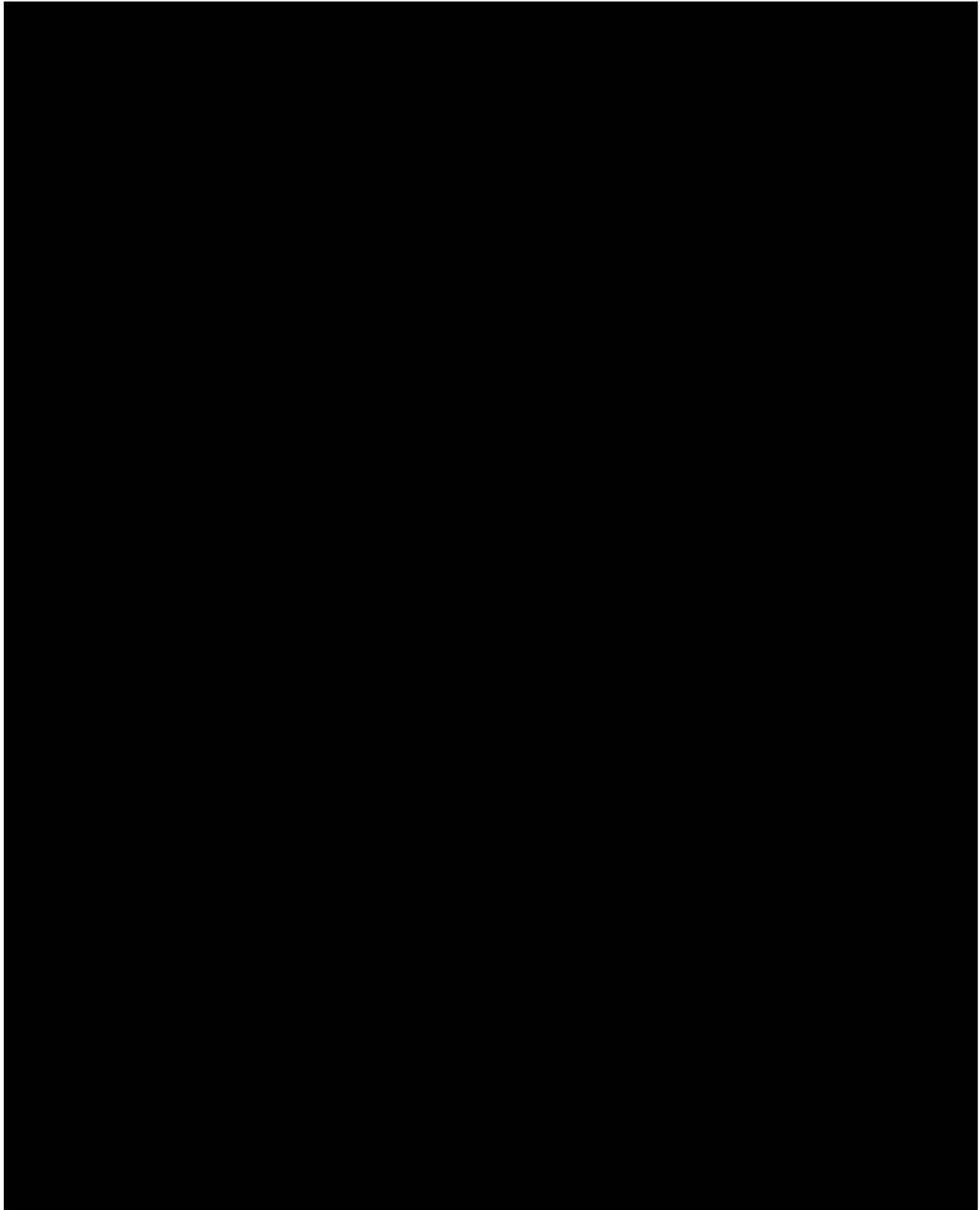


Appendix 6.1

REGISTRATION CERTIFICATE OF REPAIRER



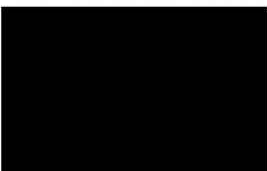
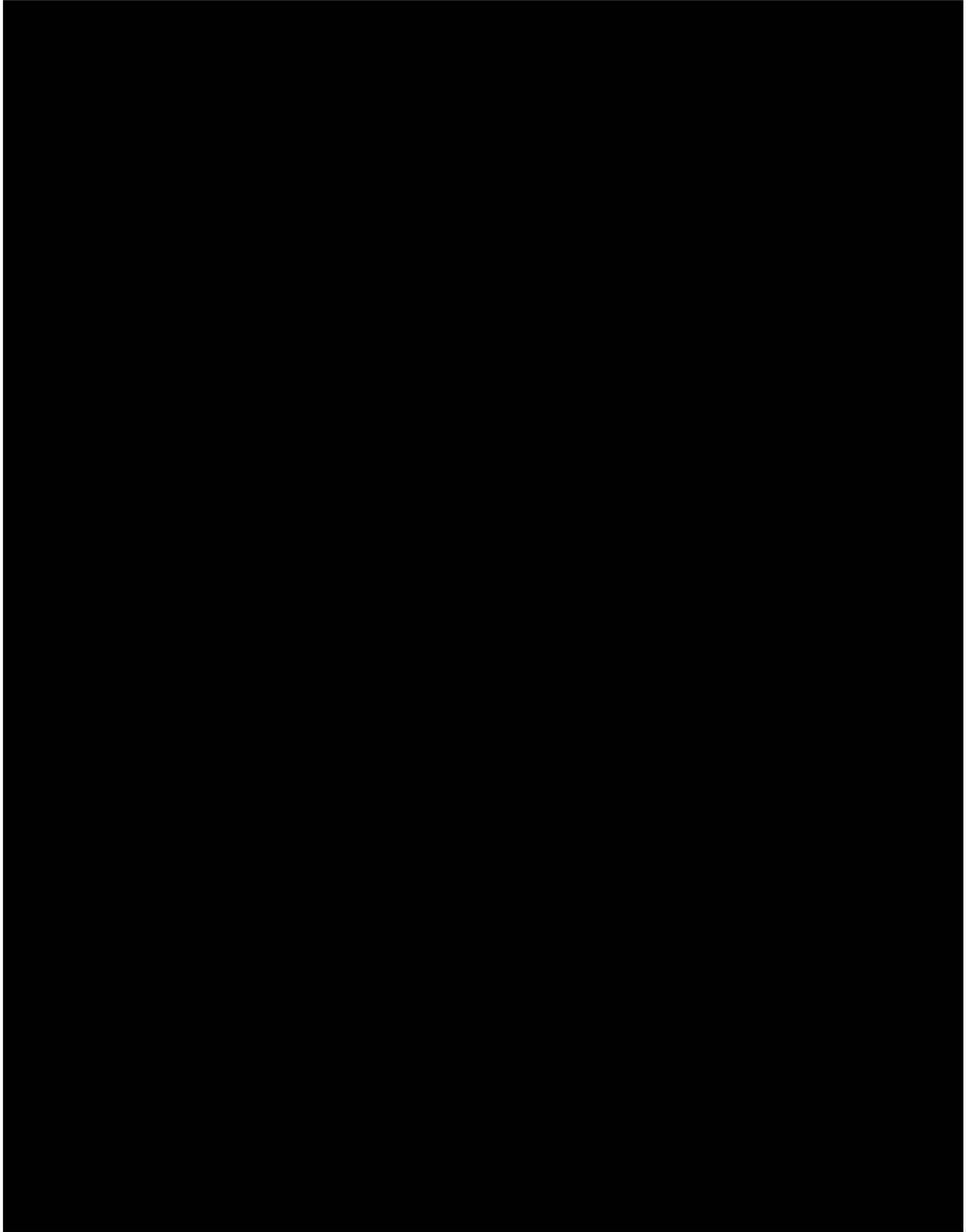


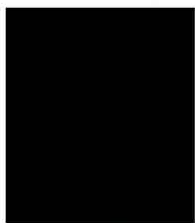
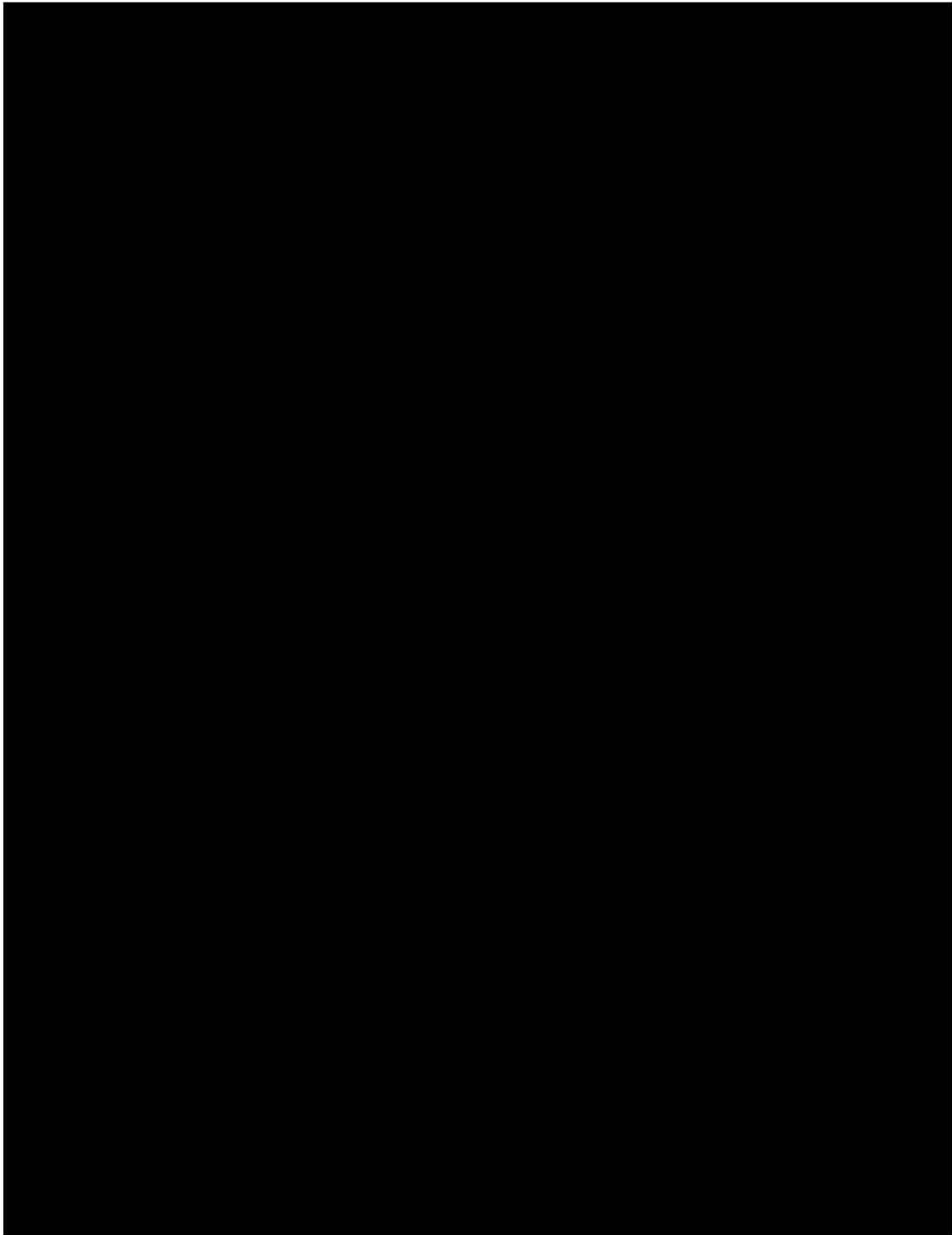




Appendix 6.2

REGISTRATION CERTIFICATE OF RTD

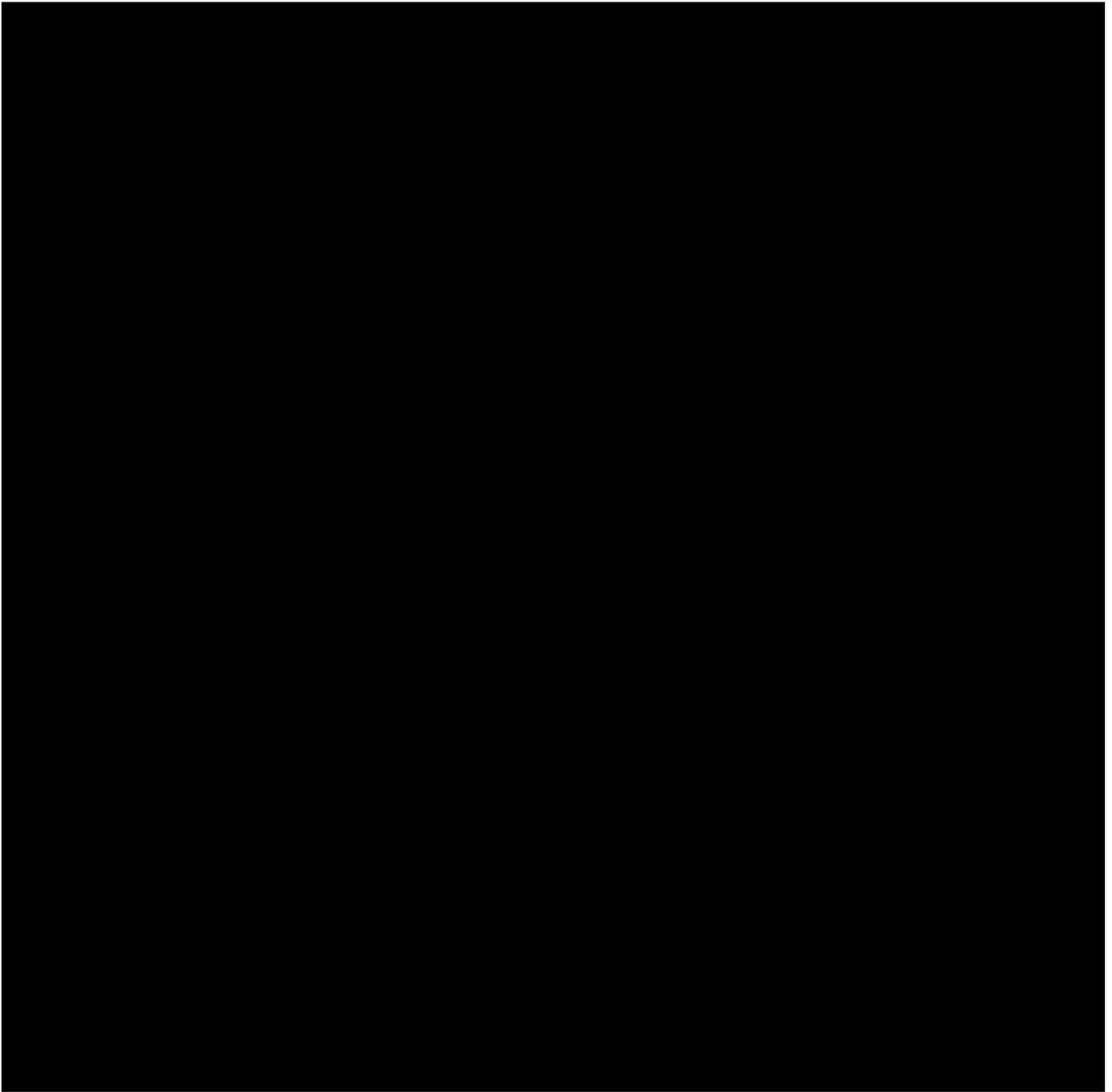






Appendix 7

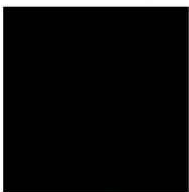
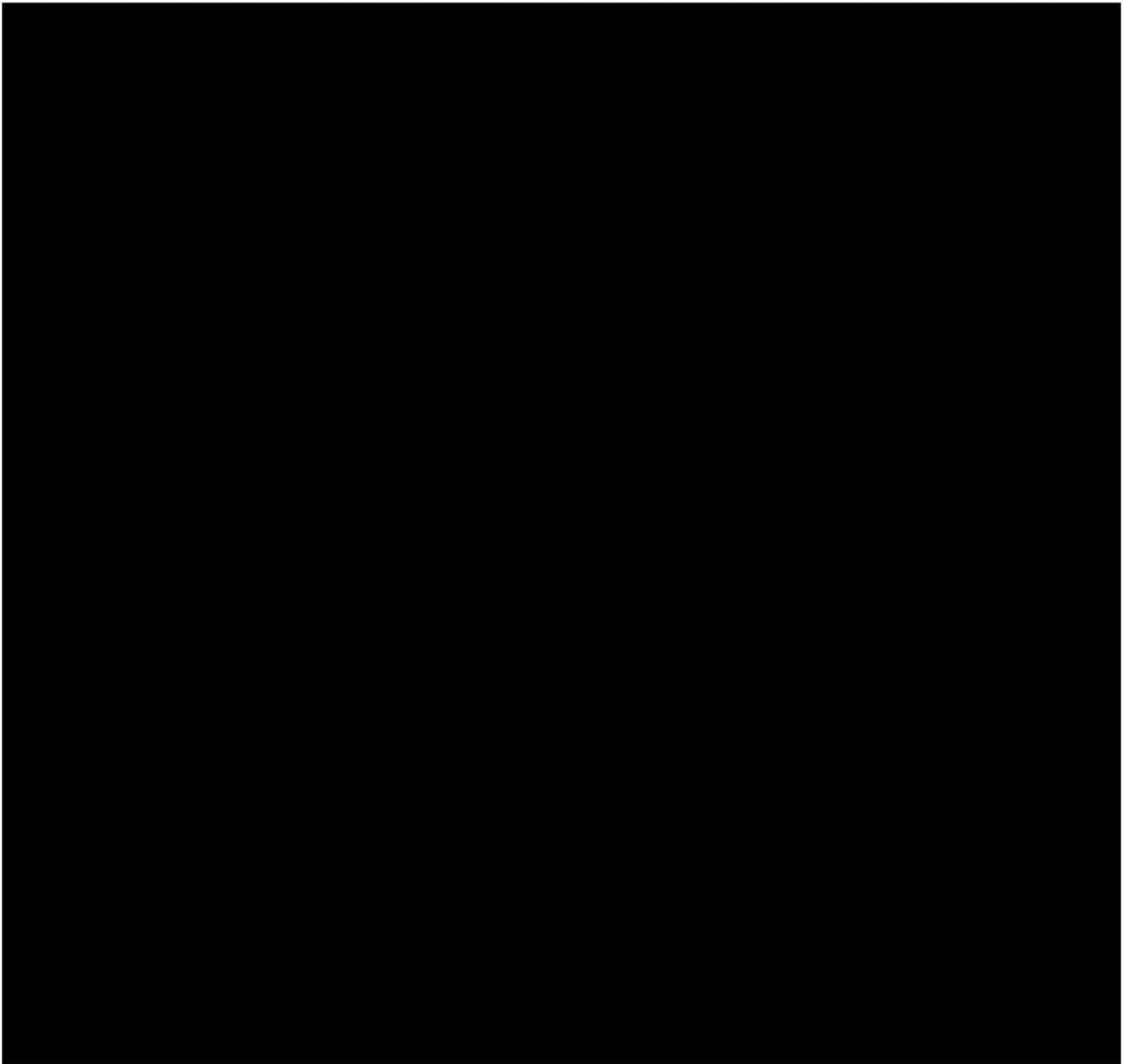
LIST OF THE REPAIRER'S WORKSHOPS





Appendix 8

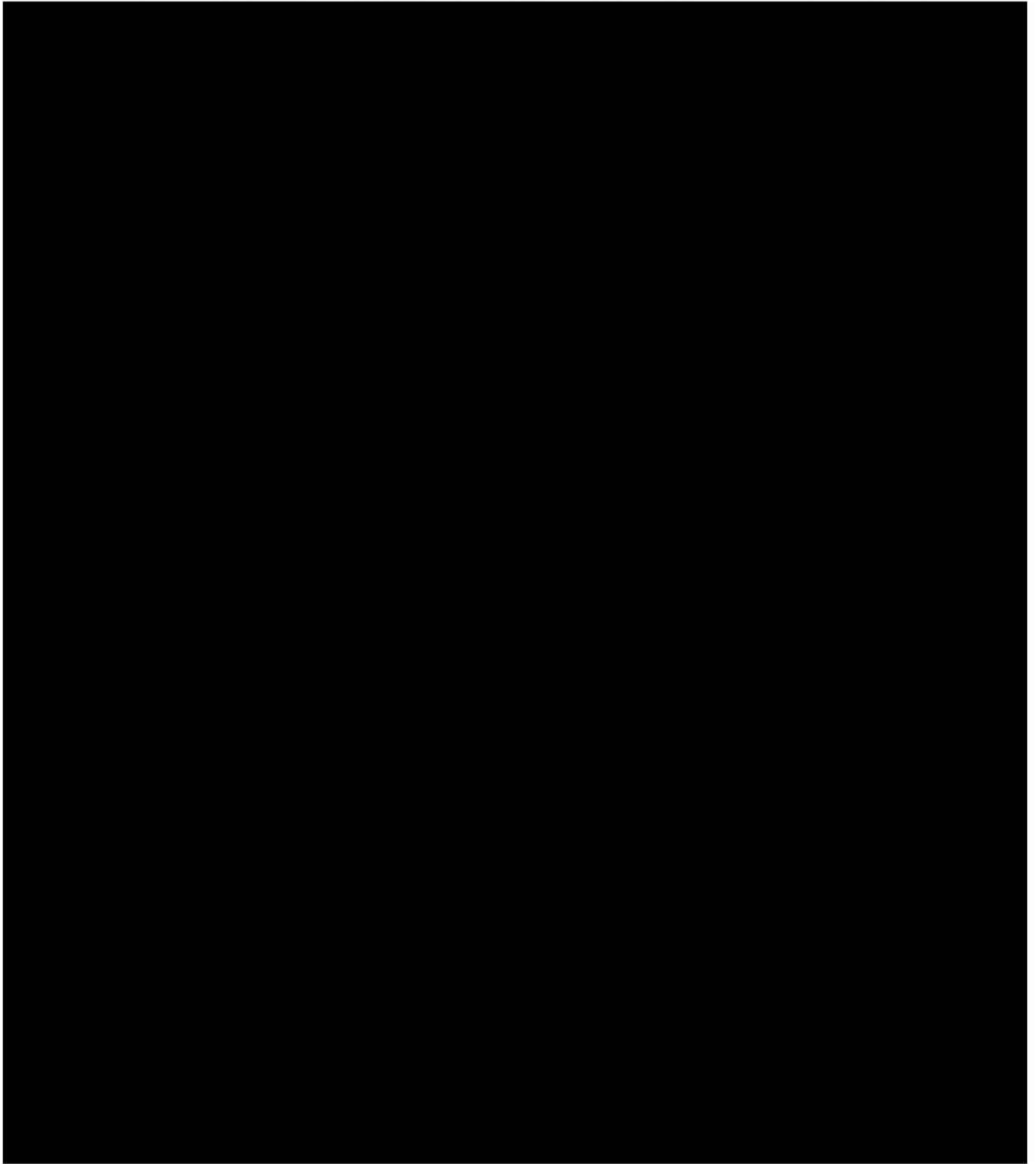
SCOPE OF WORK AFTERSALES SERVICE SUPPORT





Appendix 9

ORDERING PROCEDURE OF GENUINE PARTS / ACCESSORIES





Appendix 11
HOURLY RATES

