

## Contract of electronic invoicing/exchange of invoicing information

concluded on the below mentioned day, month and year by

### **ŠKODA AUTO a.s.**

With its residence at tř. Václava Klementa 869, Mladá Boleslav II, 293 01 Mladá Boleslav, registered in the Commercial registry, maintained by the Metropolitan Court in Prague, section B, file 332

Company registration no.: 00177041

Tax identification no.: CZ00177041

represented by Luděk Koliáš, Head of accounting receivable and payable and Ing. Dana Bitmanová, Coordinator creditors hereinafter referred to as 'the customer'

.....  
residence / address of business .....  
Company registration no.: .....  
Tax identification no.: .....  
registered at .....  
represented by ..... name, position  
and .....  
hereinafter referred to as 'the supplier'

### I.

#### Subject of the contract

The contractual parties hereby concordantly declare that commercial obligations have been established between them or they are considering establishing them. In order to process the supplier-customer relations between the contractual parties as quickly as possible and with a minimum administration load, the contractual parties have agreed to conclude a contract governing the invoicing of goods and services as well as other related relationships. If not stated otherwise, the terms of cooperation agreed within the actual business relationship are valid for this agreement too.

By agreeing on the procedure defined by this contract, the contractual parties aim to limit the undesirable consequences of the growing supplier-customer relationship agenda, whilst speeding up the mutual accounting relations and increased information level and introducing the possibility of electronic invoicing (i.e. electronic exchange of invoicing data and archiving it).

### II.

#### Subject of the contract

2.1 The contractual parties have agreed to perform the contract by way of the supplier sending electronic tax receipts for the goods delivered and services provided to any of the customer's plants within the duration of this contract.

2.2 The term of "tax receipt" refers to the tax receipts and corrective tax receipts in terms of the definition of "invoice" in accordance with the Council Directive 2006/112/EC.

**III.**  
**Issuing tax receipts**

- 3.1 Pursuant to Article II, Paragraph 1, the supplier undertakes to issue tax receipts in a data format (in the form of a data sentence) and send them in the manner as agreed by the customer. The tax receipts shall be issued in accordance with the Council Directive 2006/112/EC and contain as minimum the details required by the Article 226 of the Council Directive 2006/112/EC.
- 3.2 The supplier bears the responsibility for the legibility, comprehensibility and completeness of all data stated on the tax receipts sent to the customer in accordance with this contract.
- 3.3 Should there be any discrepancies from the actual state of the supplied goods or provided services identified in the tax receipts sent to the customer in accordance with this contract, the supplier is obligated to remedy the discrepancy and send a corrected tax receipt to the customer, if the contractual parties have not agreed otherwise.
- 3.4 Both parties undertake to inform each other about any technical problems that may arise immediately after these are identified and work together to remove them.
- 3.5 If necessary, both contractual parties shall take measures to identify and eliminate mistakes with the intention of preventing damage, provided that the cost of the measures is disproportionate to the impending damage.
- 3.6 The contractual parties hereby agree on issuing electronic tax receipts.

**IV.**  
**Sending the issued tax receipts; electronic communication**

- 4.1 The supplier shall send the issued tax receipts to the customer electronically based on the current version of the 'Implementation Handbook', which is attached as Supplement 1 to this contract and comprises its integral part. It is published at <http://edi.skoda-auto.cz> in the manner specified in Supplement 2 'Electronic Form and Communication Devices', which is an integral part of this contract. The customer reserves the right to make changes to Supplement 1 and the supplier will always be informed about this in time. The supplier undertakes to take into consideration the changed technical requirements and fulfil them within a reasonable period of time.
- 4.2 The issued tax receipts are to be sent to the customer by the supplier on a daily basis (each of the customer's business days).
- 4.3 Both parties undertake to ensure, at their own cost and responsibility, that their own electronic communication devices meet the minimum requirements specified in Supplement 2. 'Electronic Form and Communication Devices' and keep them operational for the entire period of co-operation.
- 4.4 Both parties are entitled, following a mutual agreement, to change the parameters of the EDI communication specified in Supplement 2 (e.g. change in ISDN number, password, change from OFTP1 to OFTP2, etc.).
- 4.5 The Customer is deemed to have accepted a message after a successful transfer via the OFTP protocol (i.e. receiving the so called 'End-to-End Response' serves as proof that the sender has fulfilled their obligations when it comes to message transfer).

- 4.6 Each contractual party shall bear the cost that arises to them in relation to this contract, in particular the cost of obtaining and running the communications device, software, staff and identification as well as the removal of possible defects and errors.
- 4.7 Both the supplier and customer undertake to protect the communication device used for the purposes of this contract against an unauthorized access of employees or a third party, against unauthorized information transfer and equally the abuse of communication devices. The technical details of the communication device, in accordance with this paragraph, are modified by Supplement 2, which is an integral part of this contract.
- 4.8 The parties undertake to treat any and all non-public economic and technical details that they learn during the performance of the contract as a commercial secret, i.e. they shall neither disclose such information to a third party nor use it to their profit.
- 4.9 The parties undertake to adhere to sufficient safety procedure and measures corresponding to the state of technology.

## V.

### Concluding provisions

- 5.1 The contract is executed in two counterparts, one for each contractual party.
- 5.2 Amendments and supplements to this Agreement shall only be made in writing and signed by both contracting parties including a waiver of a written form. This Agreement may be terminated only in writing.
- 5.3 This contract becomes valid and effective upon its conclusion and lasts for the duration of the commercial-legal relation between the customer and supplier, based on a concluded contract of goods-supply or service-provision (hereinafter referred to as 'the Commercial Contract'). In the case of the Commercial Contract being terminated, this contract loses effect. If the contractual parties enter into a new commercial contract, the effect of this contract is automatically renewed, unless the contractual parties have agreed otherwise.
- 5.4 The contract applies to the delivery of goods and provision of services by the supplier to the customer for the period of duration of the contract, commencing on **the date of delivery of the goods/service (DD.MM.YYYY).**
- 5.5 The contractual parties may cancel this contract without stating the reason for doing so. The period of cancellation of 30 days begins at the moment of delivery of the notice to the other contractual party.
- 5.6 For any dispute arising out of or in connection with the contract, the jurisdiction shall be as follows:
- for suppliers with registered offices in the Czech Republic, the Regional Court in Prague, and
  - for suppliers with registered offices abroad, the court with the jurisdiction for Wolfsburg, Germany.
- 5.7 For suppliers with registered offices in the Czech Republic legal regulations of the Czech Republic are decisive, and for suppliers with registered offices abroad legal regulations of the Federal Republic of Germany are decisive, whereas the application of the Convention on Contracts for the

International Sale of Goods from 11 April 1980 as well as German international private law is excluded.

5.8 In the case that any of the provisions of this contract is or becomes invalid, the other provisions remain in effect. The contractual parties undertake to replace the invalid provision with another valid one, whose content and sense correspond best to the originally intended economic purpose of the invalid provision.

5.9 Both contractual parties hereby declare that they have read and understood this contract and that it was concluded after mutual discussion as a free act and deed, with certainty and comprehension.

In [redacted] on [redacted]

In [redacted] on [redacted]

On behalf of ŠKODA AUTO a.s.

On behalf of [redacted]

.....  
Luděk Koliáš,  
Head of accounting receivable and payable

.....  
[redacted]  
[redacted]  
[redacted]

.....  
Ing. Dana Bitmanová  
Coordinator creditors

.....  
[redacted]  
[redacted]  
[redacted]