**Agreement on Tool Disposal**

The ............... company with registered office at ..........., registered in the trade register administered by the ....... Court in ......................, section ..., file ..... (hereinafter referred to as the “Supplier""), represented by ........... and ŠKODA AUTO a.s. company, with registered office in Mladá Boleslav, Tř. Václava Klementa 869, 293 60 Czech Republic, company ID: 00177041, registered in the trade register administered by the Prague Municipal Court our site in Prague, section B, file 332 (”ŠKODA AUTO“ hereinafter), represented by ..........., on the basis of the order no.  ............. from .............. placed by ŠKODA AUTO, concluded a contract ("Contract" hereinafter) stipulating the Supplier's commitment to deliver to ŠKODA AUTO the following prototype tools for manufacturing of the following part ........... (“Tools” hereinafter).

The tools are owned by ŠKODA AUTO and are rented to the Supplier for the production of ordered prototype parts ordered by ŠKODA AUTO. As of the day when this Contract has been signed, the tools are located in ………...…. .

Based on the order from ŠKODA AUTO, the Supplier is obliged to deliver prototype parts manufactured using these tools.

Since the above-mentioned tools are unneeded for ŠKODA AUTO, the tools have no residual price a cannot be used for other economic operations within ŠKODA AUTO. ŠKODA AUTO concludes an agreement with the Supplier, based on which the Supplier undertakes to carry out physical disposal of above-mentioned tools using methods which are in accordance with relevant applicable legislation, especially legislation for handling waste.

The Supplier shall provide a confirmation about the disposal of tools to ŠKODA AUTO without undue delay

after carrying out said disposal of tools stating the following:

* Subject for disposal
* Disposal execution date
* Location of disposal execution
* Method used for the disposal and handling waste created during said disposal
* Responsible person carrying out disposal on behalf of the Supplier

Given the expected revenues of the Supplier from further use of secondary raw materials resulting from the disposal, as well as the Supplier’s costs for the disposal, both parties have agreed that the Supplier shall carry out the disposal on behalf of ŠKODA AUTO without any right to compensation for the disposal. However, the Supplier shall be entitled to any revenues arising from monetisation of secondary raw materials incurred as a result of the disposal of ŠKODA AUTO’s assets.

The Supplier is not authorised to carry out the disposal by simply selling the object of disposal to third parties. However, the Supplier is entitled to carry out the disposal by using third party services. In such event, the Supplier is fully responsible for proper completion of the disposal and for providing a confirmation to ŠKODA AUTO that the disposal has been carried out.

In ………………………………., on ………...….…

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