

GENERAL TERMS AND CONDITIONS

of FAVEX, s.r.o.

These General Terms and Conditions (hereinafter referred to as “GTC”), within the meaning of Section 1751 (1) of Act No. 89/2012 Coll., the Civil Code, as amended, regulate the legal relations between **FAVEX, s.r.o.** with its registered office in Prague, Slezská 2210/128, Company ID No.: 499 72 367, incorporated in the Companies Register kept by the Municipal Court in Prague, Section C, Insert 65218 (hereinafter referred to as the “Seller”) and the Buyer (hereinafter collectively referred to as the “Parties”), arising from the sale of goods by FAVEX, s.r.o. as the Seller as the first party and the Buyer as the other party. These GTC shall govern all contractual relations arising between FAVEX, s.r.o. as the Seller and the Buyer, and these GTC shall form an integral part of any purchase agreement concluded between FAVEX, s.r.o. and the Buyer. Individual provisions of these GTC may be amended, supplemented or excluded only by express arrangement specified in a purchase agreement or by a mutually signed amendment to the purchase agreement or to these GTC.

Individual provisions of these GTC of FAVEX, s.r.o. apply unless otherwise stipulated in the purchase agreement between the Buyer and the Seller.

These GTC shall apply in preference to the contractual terms and conditions of the Parties. The terms and conditions of the Party shall not apply, even if such terms and conditions are stated in the Buyer’s orders or referred to in the Buyer’s orders or requests or are otherwise proposed by the Buyer, even if such deviating terms and conditions of the Buyer have not been rejected by FAVEX, s.r.o.

I.

Purchase Agreement

1.1. Delivery of the goods is usually based on a written draft purchase agreement made by the Seller and accepted by the Buyer. A purchase agreement is also an order/offer from a Party accepted by the other Party and a proposal for a change to the terms and conditions accepted by the other Party. Acceptance of a draft purchase agreement/order/offer, with any additions, deviations or any new arrangements, even if they do not substantially change the terms of the draft purchase agreement/order/offer, shall always be considered a new draft contract or a new order/offer. Acceptance of the Buyer’s order is also the delivery of the goods by the Seller to the Buyer, usually with the handover and acceptance of the confirmed delivery note according to Clause 2.4. hereof.

1.2. The Buyer’s order shall contain at least the following elements: type and name of the goods, quantity, delivery date, identification of the Buyer, identification of the Seller, Destination (place of delivery). In the event that the order does not contain the above-mentioned requirements and, where applicable, other more detailed information necessary for the specification of the ordered goods, the Buyer shall bear the consequences associated with this in full. However, a draft purchase agreement made in the form of an order shall always contain the minimum content specified in Section 2079 et seq. of the Civil Code.

1.3. The Seller is bound by its draft for a period of 7 days from its delivery to the Buyer. If the Seller receives the confirmed draft after the period of time during which it is bound by its draft,

the agreement is concluded if the Seller confirms in writing to the Buyer within three working days from the date of receipt of the late draft confirmation that the Seller accepts the late draft confirmation.

1.4. The Parties acknowledge that any proposed or requested changes from the submitted draft shall be communicated by the Party concerned to the other Party without undue delay.

1.5. If the Seller confirms, when confirming the draft purchase agreement made by the Buyer, a smaller quantity of goods than stated in the draft, the Seller shall deliver such reduced quantity of goods, unless the Buyer notifies the Seller in writing within two working days after receipt of the draft that the Buyer does not agree to the delivery of a smaller quantity of goods.

II.

Delivery and transport of goods

2.1. Unless otherwise agreed, the Seller is obliged to ship the goods via its contractual carrier to the address agreed upon at the conclusion of the purchase agreement (hereinafter referred to as the “Destination”). In the case of shipment of goods, the Buyer bears the shipping costs.

2.2. The Seller is obliged to deliver the goods to the Buyer always within the mutually agreed time. Unless a delivery date has been agreed by the Parties, delivery of the goods may be requested at the earliest after 14 working days counted from the receipt of the Buyer’s order by the Seller if the Seller has the ordered goods in stock, or after five working days counted from the arrival of the goods at the Seller’s warehouse if the Seller does not have the ordered goods in stock. The Seller is entitled to deliver the goods even before the agreed delivery date.

2.3. The Seller shall not be obliged to deliver the goods within the agreed time if there is a reasonable apprehension on the part of the Seller that the purchase price of the goods will not be duly paid by the Buyer or if the Buyer has exceeded the credit limit (if agreed by the Parties), or if the Buyer is in default in payment of any claim of the Seller against the Buyer, even if such claim arose from a contract other than the contract under which the goods withheld by the Seller are to be delivered to the Buyer. If the Seller refuses to deliver the goods for the reasons specified above, the Seller shall not be in default in the delivery of the goods until a reasonable time has elapsed after the reasons for which the goods were withheld by the Seller have ceased to exist on the part of the Buyer.

2.4. The Buyer is obliged to take delivery of the shipped goods at the Destination within the agreed time, and if this time is not agreed, within the time set by the Seller, which the Seller shall notify the Buyer. In the event that the Buyer does not take delivery of the goods at the agreed time and place, the Seller is entitled to withdraw from the purchase agreement under which the goods are to be delivered. The Buyer is obliged to confirm the receipt of the goods to the Seller (or the Seller’s contractual carrier) by signing three copies of the delivery note (or receipt for the delivery note) by attaching the signature of a person authorised by the Buyer to take delivery of the goods to the Buyer’s printed company name (stamp) together with the name, surname and job title or position of such person in legible block letters. The Buyer keeps one copy of the delivery note (receipt for the delivery note) and hands over the rest to the Seller (contractual carrier). If the goods are delivered via the Seller’s contractual carrier, the Buyer is obliged to confirm the carrier with a so-called summary transport document.

2.5. The risk of damage to the goods passes to the Buyer at the time when the Buyer takes over the goods from the Seller, or if the Buyer fails to do so in time, at the time when the Buyer is in default in taking over the goods. If the Seller is obliged under the purchase agreement to hand over the goods to the carrier at a certain place for the carriage of the goods to the Buyer, the risk of damage to the goods passes to the Buyer when the goods are handed over to the carrier at the agreed place. If the Seller is obliged under the purchase agreement to dispatch the goods but is not obliged to hand over the goods to the carrier at a certain place, the risk of damage to the goods passes to the Buyer at the moment when the goods are handed over to the first carrier for transport to the Destination.

2.6. The Buyer acquires the ownership right to the goods at the moment of full payment of the purchase price including VAT according to the applicable legislation. If the Buyer processes the goods before the transfer of ownership to the Buyer, or before full payment of the purchase price of the goods to the Seller, the Seller becomes the owner of the Buyer's products made from the Seller's goods. If, in the processing of the Buyer's goods, goods of other owners or goods owned by the Buyer also participate in the production of a product, the Seller becomes a co-owner of the finished products in the proportion of the value of the Seller's goods and the value of the goods of other owners, or the value of the Buyer's goods.

2.7. If the Buyer is in default in the payment of any claims against the Seller, the Seller shall be entitled to demand the delivery of the goods or products to which the Seller's right of ownership applies under this provision without this being in the nature of a withdrawal from the contract.

2.8. The Buyer is entitled to sell the goods or products only if the Buyer fulfils the obligation to pay the purchase price of the goods in full to the Seller or if the Buyer's claim for payment of the purchase price of the goods or products against a third party is assigned to the Seller. The Buyer shall not be entitled to pledge the goods or products of which the Seller is the owner or co-owner in favour of third parties or to create any other right to such goods or products that would in any way limit or exclude the Seller's ownership right or to allow the creation of a lien on such goods or products until the Buyer's liability to the Seller has been paid in full. The Buyer is also not entitled to pledge or otherwise encumber any claims for payment of the purchase price against third parties, if the Seller is the owner or co-owner of the goods or products under this provision.

2.9. The delivery shall be deemed to have been duly fulfilled even if the deviation from the originally agreed quantity of goods is +/- 10%. However, the Seller is entitled to payment of the purchase price of the goods actually delivered.

2.10. The Parties agree that if the Buyer fails to collect the ordered goods, the Buyer is obliged to pay the Seller a storage fee of 1% of the agreed price of the stored goods for each month of delay in taking over the goods. In the event that the Buyer does not collect the ordered goods even after 60 days from the date of order confirmation, the Buyer is obliged to pay the Seller a contractual penalty in the amount equal to the agreed purchase price of the uncollected goods.

2.11. The Seller is obliged to pack or provide the goods for transport in a manner that is customary in normal commercial relations for the type of goods and the chosen transport, unless otherwise specified in the purchase agreement.

2.12. If within the scope of the delivery of goods, a transport material cutting service is agreed upon between the buyer and the seller, then the buyer acknowledges that the requested transport material cutting is carried out by the seller with a tolerance of +/- 1000 mm.

2.13. When using pallets or returnable packaging, the Seller is obliged to notify the Buyer of this fact in writing on the delivery note, but then specify the text and price of the pallets or returnable packaging on the relevant tax document. The Seller shall be entitled to charge the Buyer up to twice the purchase price of the pallet or packaging and shall be obliged to accept the packaging back from the Buyer in its original undamaged condition at the same price if the Buyer returns the pallets or returnable packaging to the Seller within 14 days of the date of the invoice containing the statement. In the event that pallets or packaging are damaged during transport or otherwise, both Parties are obliged to inform each other immediately and to quantify the damage and charge it to the Party who, according to the agreement, was involved in the damage at the time.

III.

Circumstances excluding liability

3.1. If circumstances arise after the conclusion of the purchase agreement which cannot be foreseen or anticipated at the time of its conclusion and which cause the Seller interferes with the performance of its contractual obligations, the Seller is entitled to extend the period of performance by the period for which the interference has lasted and by a reasonable time necessary to resume its normal business activities.

3.2. Circumstances which exclude liability are events which the Seller cannot, even with the care which may fairly be required of the Seller, avoid, e.g. war, insurrection, riots, strikes, commercial, monetary, political or other measures of the authorities, natural events such as fire, flood, earthquake, etc. or limitations ordered by authorized governmental authorities in times of emergency measures or other important general interest, as well as breaches of contractually confirmed terms and conditions by a primary producer or the Seller's supplier and other similar events that interfere with the performance of the Seller's contractual obligations.

In all of the above cases, the Parties shall agree on an alternative delivery date. If the Buyer refuses to agree on an alternative delivery date, the Seller is entitled to withdraw from the concluded purchase agreements without being obliged to compensate the Buyer for the damage incurred.

3.3. The Buyer is entitled to demand from the Seller a statement as to whether the Seller withdraws from the purchase agreement or provides a performance within a reasonable alternative delivery time. If the Seller does not express its opinion without undue delay, the Buyer has the right to withdraw from the purchase agreement. The Buyer is not entitled to refuse any partial performance that has been provided to the Buyer in the meantime.

3.4. All cases of breach of the purchase agreement and their legal consequences, as well as the Buyer's claims, regardless of the legal basis (reason), are governed exclusively by these GTC. In particular, claims for damages, deductions, cancellation of the contract and withdrawal from the contract are excluded. The Seller is not obliged to pay any damages to third parties arising from and/or related to the purchase agreement. The Seller is obliged to compensate for any damages incurred in the provision of performance under the purchase agreement as a result of a breach of the Seller's obligation only to the Buyer, not to third parties. The Seller is not obliged to compensate the Buyer for damage incurred as a result of the performance of a third party.

3.5. In no event shall the Buyer be entitled to claim compensation for injury or damage arising outside the scope of performance under the purchase agreement, in particular for production interruptions, loss of profit, lost orders and other damages, whether direct or indirect. The

exclusion of liability does not apply to wilful misconduct or gross negligence of the Seller, but does apply to misconduct or gross negligence of third parties.

3.6. The exclusion of liability does not apply to the extent prohibited by applicable law.

IV. Liability for defects

4.1. The Buyer is obliged to inspect the goods upon receipt of the goods from the Seller (Seller's contractual carrier) and if the goods have obvious or quantitative defects, the Buyer is obliged to indicate this fact together with the definition of defects in the delivery note (receipt for the delivery note). The Buyer shall follow a similar procedure if the Buyer accepts the goods with reservations for another reason.

4.2. The Buyer is entitled to claim hidden defects without undue delay after the Buyer could have discovered them with sufficient care. The Seller shall express its opinion on the validity of the claim within thirty days of receipt of information on the reasons for the claim, or within thirty days of delivery of the claimed goods by the Seller, except in cases where the defects are assessed outside the Czech Republic, in which case the Seller shall express its opinion on the validity of the claim within three months of delivery of the claimed goods by the Seller.

4.3. Liability for defects does not arise if these defects were caused after the transfer of the risk of damage to the goods by external events and were not caused by the Seller. The Seller shall not be liable in the event that the defects in the goods were caused by the Buyer (e.g. unprofessional or incorrect handling).

4.4. If the Seller accepts the claim in writing as justified, the Buyer may demand delivery of the missing or defective goods or a discount on the purchase price. The Buyer may withdraw from the agreement only if the delivery of defective goods has materially breached the agreement. However, the right of withdrawal does not arise if the Buyer is unable to return the goods in the condition in which the Buyer received them.

4.5. The Buyer is obliged to store the goods, regarding which the Buyer claims defects, separately from other goods and must not handle the goods in a way that could make it difficult or impossible for the Seller to check the claimed defects. The Seller is entitled to send a representative to the Buyer for the purpose of verifying the claim and the Buyer is obliged to allow the Seller's representatives to inspect the goods in respect of which the Buyer claims defects.

4.6. In the case of delivery of replacement goods or in the case of the Buyer's withdrawal from the purchase agreement, the Buyer is obliged to return the goods to the Seller in the condition in which it was received from the Seller. The Buyer is not entitled to return the goods to the Seller before the end of the complaint procedure without the Seller's express written consent.

4.7. If the Buyer violates its obligation to timely inspect the goods or to notify the Seller of defects according to these GTC, the Seller is entitled to reject the claim and the Buyer's rights from liability for defects in such a case do not arise.

V. Terms of withdrawal from contracts

5.1. The Seller has the right to withdraw from the purchase agreement concluded with the Buyer in the event of a material breach of the agreement. A material breach of agreement means in particular the Buyer's delay in payment of the purchase price for more than 30 days, failure to take delivery of the goods, breach of obligations under Article VIII hereof.

5.2. The Buyer shall have the right to withdraw from the purchase agreement only if the Seller fails to perform any of its material obligations under the purchase agreement within the time limit set forth in the purchase agreement and fails to do so even after written notice from the Buyer until the expiration of a reasonable period of time subsequently provided by the Buyer for the performance of such obligations. The Buyer has no right to withdraw from the purchase agreement if the breach of duty by the Seller was caused by the Buyer's failure to provide cooperation stipulated by the purchase agreement or by law or required by the Seller.

5.3. In the event that the Seller or the Buyer withdraws from the purchase agreement for reasons provided for in the purchase agreement or these GTC or by law, such withdrawal shall not affect the Buyer's obligation to pay the Seller the purchase price of the goods already delivered to the Buyer under other purchase agreements. Withdrawal from the purchase agreement does not affect the claims to contractual penalties agreed in these GTC, and therefore these claims do not expire as a result of termination of the contractual relationship by withdrawal from the purchase agreement.

VI. Purchase price

6.1. The Buyer is obliged to pay the Seller the agreed purchase price properly and on time.

6.2. If, at any time from the date of conclusion of the purchase agreement between the Buyer and the Seller until the time of payment of the purchase price, there is an increase in the Seller's operating costs or an increase in the prices of the main raw materials required for the performance of the relevant purchase agreement by the manufacturer of the goods, if the Seller's total operating costs or the total production costs of the manufacturer of the goods increase by more than 4% compared to the Seller's operating costs or the manufacturer's production costs on the date of conclusion of the purchase agreement, the Seller shall be entitled to increase the purchase price in proportion to the increase in the Seller's total operating costs or the manufacturer's total production costs. The Seller's operating costs shall mean in particular storage costs as well as all import costs including transport costs, customs duties, any import surcharges or interest on import deposits and other costs incurred due to other measures taken by the state authorities in connection with the import of goods or distribution of goods in the Czech Republic.

6.3. Unless otherwise agreed in the contract between the Parties, the purchase price does not include the price of transport packaging, i.e. in particular the price of paper packaging, pallets and boxes, nor the cost of other fees (e.g. handling fee for under-limit orders, certificates, etc.). All such costs shall be borne by the Buyer.

6.4. If the purchase price is not agreed in the contract and if the method of its determination is not specified, the Buyer is obliged to pay the Seller the purchase price customary in the Seller's place at the time of delivery of the order to the Seller.

6.5. Favourable price conditions for the Buyer, e.g. a quantity discount on the purchase price, shall be agreed in writing.

6.6. The Buyer is obliged to pay the purchase price within the due date determined by the Seller's invoice, which shall be issued and sent to the Buyer, and to the Seller's account specified in the relevant invoice. The Buyer's monetary obligations to the Seller shall be deemed fulfilled at the moment of crediting the amount paid to the Seller's account.

6.7. If the purchase price is to be paid in instalments, the Seller may demand payment of the entire purchase price if the Buyer defaults on any instalment (loss of the benefit of the instalments). The Seller may use this right until the next instalment is due.

6.8. The Buyer is not entitled to withhold part or all of the purchase price on account of any claims for goods or on account of any claims against the Seller. The Buyer is also not entitled to unilaterally set off against the purchase price or any part thereof any claims against the Seller. In the event of the Buyer's actions contrary to the above, the Buyer shall be in default of payment of the purchase price.

VII.

Payment terms, penalties

7.1. The Seller usually invoices the goods after they have been accepted by the Buyer at pre-agreed contract prices. The invoice shall contain, among other things, the subject of performance and the date of delivery of the goods, the Tax ID number of the Seller and the Buyer, the price for the goods, separately the amount of VAT, as well as other mandatory elements specified in the relevant legislation. The due date of the invoice is 14 days from its issue, unless the Parties agree otherwise.

7.2. In the event that the Buyer fails to pay the invoiced price for the delivery of the goods in due and timely manner, the Buyer agrees to reimburse the Seller the default interest at the rate of 0.05% of the amount due for each day of delay and after thirty days of delay default interest at the rate of 0.1% of the amount due for each day of delay.

7.3. In the event that the Buyer violates any provision of Clause 10.5 hereof, the Buyer shall pay the Seller a contractual penalty of CZK 50,000 for each individual violation.

7.4. In the event that the Buyer violates any provision of Clause 8.1, 8.2, 8.3 or 10.2 hereof, the Buyer shall pay the Seller a contractual penalty of CZK 100,000 for each individual violation.

VIII.

Trade secrets

8.1. The Buyer is obliged in the performance of all contracts governed by these General Terms and Conditions to keep confidential all information found in connection with the performance of individual contracts with the Seller, in particular all facts constituting trade secrets of the Seller, not to disclose them without the prior written consent of the Seller in relation to third parties and not to use such information for their own or others' benefit. The Buyer acknowledges that the following facts in particular are the subject of the Seller's trade secrets: all terms and conditions of cooperation with the Buyer, such as price offers, discounts, bonuses, and all information from

which the Seller's business strategy and policy can be deduced, all documents used in the Seller's business activities, regardless of how the Buyer obtains them. This provision, as well as the provisions of Clauses 8.2 and 8.3, shall continue to apply even after the termination of the cooperation between the Seller and the Buyer for a period of 10 years from the provision of performance under the last purchase agreement.

8.2. The Buyer is also obliged to ensure that its employees, even after the termination of their employment, and other persons whom it has allowed to learn any information about the Seller and its trade secrets, shall maintain confidentiality of all facts which they become acquainted with in the course of the performance of contracts with the Seller, in particular facts constituting trade secrets of the Seller, and shall not use them for their own or others' benefit.

8.3. In the event that the Buyer becomes legally obliged to provide any of the information constituting the Seller's trade secrets to a governmental authority at the request of the governmental authority, the Buyer shall inform the Seller in writing of this fact prior to providing such information.

IX.

Applicable law and dispute settlement

9.1. All legal relations between the Seller and the Buyer arising from purchase agreements between them are governed by Czech law to the exclusion of conflict of laws rules.

9.2. The provisions of the Czech Civil Code as amended shall apply to relations between the Seller and the Buyer arising from purchase agreements, unless otherwise agreed.

9.3. In the event that the purchase agreement between the Parties is concluded in more than one language version, the Czech version of the agreement shall be the decisive version for resolving any discrepancies between the individual versions.

X.

Miscellaneous

10.1. The Buyer is not entitled to carry out any advertising action on the goods supplied to the Buyer by the Seller without the Seller's prior written consent. If the Seller and the Buyer agree to conduct a promotional event on the Seller's goods, the Buyer is not entitled to change the agreed term and conditions of the promotional event without the Seller's prior written consent.

10.2. Neither the ownership of the goods by the Buyer nor any other legal fact, except for the prior express written declaration of the Seller, shall confer any right on the Buyer to use the industrial and intellectual rights of the Seller or the manufacturer of the goods, including rights to trademarks registered in favour of the Seller or the manufacturer of the goods.

10.3. The provisions on liquidated damages agreed in these GTC or in the purchase agreement shall not affect the right of the entitled Party to claim full compensation in addition to its claim for liquidated damages. The entitled Party has the right to waive part or all of the contractual penalty for the other Party.

10.4. The Buyer extends the limitation period for all rights arising to the Seller in connection with the conclusion of the purchase agreement with the Buyer, in particular the right to payment of the purchase price, the right to payment of attributions and contractual penalties, the right to compensation for damages and rights arising as a result of the termination of the purchase agreement, for a period of 10 years from the date on which the limitation period first began to run.

10.5. The Buyer is obliged to notify the Seller in writing within 10 days of any change in the data relevant for the implementation of the purchase agreement, in particular a change of address, bank account from which payments are made, change of statutory bodies, commencement of insolvency proceedings, etc.

10.6. The invalidity of any part of these General Terms and Conditions shall not affect the remainder of these General Terms and Conditions. Similarly, the invalidity of the part of the purchase agreement that concerns the delivery of the goods to the Buyer does not affect the validity of the remaining part of the agreement.

10.7. If the Buyer is a natural person, the Seller undertakes to process and protect the personal data contained in the purchase agreement only for the purpose of concluding the purchase agreement and in accordance with the binding legal provisions, in particular as follows: the Seller shall take reasonable appropriate technical and organizational measures to ensure the protection of personal data so that the management and processing of personal data meet the requirements of Regulation (EU) No. 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC and Act No. 110/2019 Coll, on the processing of personal data. Access to personal data shall be granted by the Seller only to authorised persons, who are persons authorised to administer contract records and related databases, and authorised persons who fulfil the obligations arising from the purpose of the purchase agreement, as well as public administration bodies authorised to inspect documentation containing personal data.

10.8. The Seller is entitled to use the electronic contact provided by the Buyer (e-mail) to send information about the Seller's goods or services or information about promotional events to promote the sale of the Seller's goods (commercial communications).

10.9. Nothing in the purchase agreement or these GTC shall be construed as granting any exclusivity by the Seller to the Buyer for any particular area or for any particular customers of the Buyer.

XI. Changes to the GTC

11.1. The GTC may be amended or supplemented only by written amendments signed by both Parties, except as provided in Clause 11.2 hereof. The Parties undertake to comment on the draft text of the other Party's amendment within 14 days of its delivery. For the same period of time, the Party that submitted the draft text shall be bound by the proposed amendment.

11.2. If any provision of these GTC is or becomes invalid or ineffective, the other provisions of these GTC, which shall remain in full force and effect, shall not be affected. The Seller is entitled to replace the invalid/ineffective provision with a valid/effective provision that best matches the originally intended purpose of the invalid/ineffective provision. In the meantime, the relevant provisions of the generally binding legislation of the Czech Republic shall apply.

XII. Term of GTC

12.1. The GTC are valid and effective as of 1 March 2020. The GTC form an integral part of all purchase agreements concluded between the Seller and the Buyer after the effective date of these GTC and are also available at the Seller's registered office and business premises and in electronic form at www.favex.cz/dokumentace.

12.2. The GTC can be changed by agreement of the Parties.

12.3. If the GTC are terminated for any reason, each Party shall remain liable to the other Party for all obligations incurred prior to the date of termination of the GTC and such obligations shall remain in effect until fulfilled in accordance with the provisions of these GTC as if these GTC had not expired.

12.4. The relations between the Parties based on individual purchase agreements signed at the time of the validity of these GTC shall be governed by these terms and conditions until their fulfilment.

XIII. Dispute settlement

13.1. Any disputes arising out of or in connection with the purchase agreement and/or these GTC shall be primarily settled by agreement of the Parties, and the Parties agree to use reasonable efforts to resolve any dispute arising out of or in connection with the purchase agreement and/or these GTC amicably. However, if they cannot reach an amicable solution for any reason, such dispute shall be resolved by the Czech courts with local jurisdiction of the District or Regional Court in Olomouc.

XIV. Deliveries

14.1. Unless expressly provided otherwise in these GTC, all communications between the Parties, especially orders, offers, draft purchase agreements, invoices, notices and communications required under these GTC (hereinafter referred to as "Notices"), shall be in writing in the Czech language and delivered to the other Party at the address specified in the purchase agreement, either (a) in person, (b) by registered mail, (c) by courier service with confirmation of delivery, or (d) by e-mail. Notices given in the above manner shall be deemed to have been duly given to the Party to whom they are addressed:

- (a) in case of personal delivery – at the moment of receipt of the Notice or communication by the Party;
- (b) in case of sending by registered mail - at the time of receipt by the Party or, if the Party fails to accept the mail, (i) at the expiration of three (3) business days from the date of deposit of the mail at the addressee's delivery post office or (ii) on the date the Party refuses to accept the mail, where the proof of mailing shall be the certified mail receipt;

- (c) in case of dispatch by courier – at the moment of acceptance by the Party or, if the Party does not accept the mail, at the moment when the mail is returned to the sender;
- (d) in case of delivery by e-mail – one hour after sending if it is delivered before 1:00 p.m. on a working day, or at 10:00 a.m. on the next working day if it is delivered after 1:00 p.m. or on a day that is not a working day.

14.2. For the purposes of these GTC, it is assumed that the electronic address specified in the purchase agreement or in the accepted order or offer is also a reliable address within the meaning of § 562 (2). A Notice sent from another address is not a proper Notice under these GTC. Each Party shall be responsible for ensuring that the e-mail account at such address is available and operational.

14.3. Delivery by e-mail is not applicable in the case of delivery of notice of termination/withdrawal from the purchase agreement/these GTC.

14.4. The Party shall notify the other Party without undue delay of any changes to the data specified in the header of the purchase agreement by registered mail; such Notice shall be sent to the address specified in the header of the purchase agreement (or to the address duly notified in the above manner). In the event of proper delivery of such Notice, the address of the Party for delivery shall be changed without the need to amend the purchase agreement or to adopt any other agreement between the Parties.

XV. Final provisions

15.1. The Parties agree that in determining the content of their rights and obligations arising from these GTC and the purchase agreement, commercial practices are not to be taken into account and commercial practices are not to prevail over the dispositive provisions of the Civil Code within the meaning of Section 558 (2) of the Civil Code.

15.2. The Parties undertake to inform each other without undue delay of any important changes that have occurred in the Party after the conclusion of these GTC that could affect or in any way influence the activities carried out in accordance with these GTC.

15.3. The Parties are obliged to ensure that the person acting on behalf of the Seller and the Buyer or the person acting on behalf of the Buyer are fully authorised to conclude and sign the purchase agreement and that the signing of the purchase agreement creates valid, effective and enforceable obligations for both the Seller and the Buyer.

15.4. The Buyer expressly declares that it has duly read these GTC before concluding the purchase agreement, that their content corresponds to its free, genuine and serious will, that the Buyer agrees with the content of these GTC and that the purchase agreement, of which these GTC are an integral part, was not concluded in distress or under apparently disadvantageous terms for either Party.

These General Terms and Conditions are effective as of 15th May 2024.