

GENERAL TERMS AND CONDITIONS OF PURCHASE OF GOODS

version: UNEX/2024/1 of 2 January 2024

1. PRIMARY PROVISIONS

- 1.1 These General Terms and Conditions of Purchase (hereinafter referred to as the "GTCP") govern the contractual relationship between the Customer and the Supplier, in which the Customer is in the position of buyer under the purchase contract. These GTCP also regulate relationships where the Customer acquires tangible or intangible performance from the Supplier for payment or consideration, which is not monetary, but can be valued in money - i.e. contracts by which the Customer acquires e.g. services, work, property rights (e.g. the right use a thing), property rights to the author's work, expert opinion, results of control activities, etc. These GTCP are also applied to contracts the subject of which is the exchange of non-monetary performance between the Customer and the Supplier, with the understanding that the term Goods defined in these GTCP refers only to the subject of performance, to be received by the Customer.
- 1.2 These General Terms and Conditions also regulate all agreements that broadly define the conditions under which any contracts listed in paragraph 1.1 of these GTCP will be concluded (i.e. these GTCP also apply to framework agreements and individual contracts concluded on their basis).
- 1.3 Provisions of these GTCP shall apply unless the contracting parties agree otherwise in the Contract (deviating provisions of the Contract always take precedence). If a Contract was concluded pursuant to clause 1.2 of these GTCP, then it applies that not only Framework Contracts, but also any confirmed purchase orders, confirmed appeals or any other sub-contracts concluded pursuant to the Contract, which has a framework nature pursuant to clause 1.2 of these GTCP, take precedence over the provisions of these GTCP.
- 1.4 Provisions of the Supplier's business, delivery and similar terms and conditions do not apply to relations under the Contract, unless it is expressly agreed in the Contract (by reference to specific provisions) that certain provisions of these Supplier's terms and conditions will be used for relations under the Contract.

2. TERMS

2.1 For the purposes of these GTCP, the following terms mean the following:

- "Civil Code" means Act No. 89/2012 Coll., Civil Code, as amended,
- "Contract" means a contract or an agreement concluded between the Customer and the Supplier, which has the characteristics according to Articles 1.1 and 1.2 of these General Terms and Conditions, and can thus be in particular a purchase contract, a contract for work, a contract for the provision of services, etc., where the acquirer or recipient of the performance is the Customer. The contract does not require a written form or an identical form of expressions of will for acceptance and offer; expressions of will do not have to be in the same document. In a specific case (in the case of the delivery of a specific object of performance), the term "Contract" collectively refers to both the partial contract itself and all the provisions of the framework contract that apply to this partial contract.
- "Customer" means a company that is part of the UNEX group, namely UNEX a.s., UNEX Slévárna, s.r.o., UNEX Servis, s.r.o., UNEX PERSAG, s.r.o., CPM Uničov, a.s., etc.
- "Supplier" means a person supplying goods, services, work or other monetarily valued performance to the Customer pursuant to the Contract.
- "Purchaser" means a third party who is not a party to the Contract and who has entered into another agreement with the Customer, in particular as a buyer of a product manufactured by the Customer;
- "Goods" mean in particular movable things, works, services, results of control activities and other monetarily valued performance that the Supplier is to deliver to the Customer according to the Contract,
- "Documentation" means a set of all documents necessary for the operation, use and routine maintenance of the Goods and other documents relating to the Goods which, according to legal regulations, business practices or the Contract, are to be handed over to the Customer in connection with their delivery, in particular declarations of conformity, certifications, audit reports and certificates,
- "Technical specification" means documents describing the shape, function, composition or other properties of the Goods,
- "Inspection" means an activity aimed at ascertaining the existing state, by which the Customer verifies proper performance of the Contract before the delivery of the Goods,
- "Test" means any verification of the safety, operability, quality or quantity of the Goods to be carried out before or after the delivery of the Goods in accordance with the Contract or a legal regulation (e.g. lift inspection, electricity inspection, contractually agreed trial operation, etc.).
- "Acceptance" means an inspection of the Goods after delivery aimed at detecting obvious defects.

2.2 Terms not mentioned in clause 2.1, unless defined differently in the Contract, have the meaning that results from legal regulations, or in the sense in which they are commonly used.

3. TECHNICAL SPECIFICATIONS AND BUSINESS DOCUMENTS

- 3.1 Catalogues, leaflets, offers, notices, illustrations and price lists and the data on weight, dimensions, capacity, price, performance, etc. stated in them are binding for the parties to the Contract only if they are expressly referred to in the Contract and determined in which to the extent that the documents specify part of the content of the Contract. Technical specifications, in particular plans, technical documents and documentation, which are handed over by the Customer to the Supplier under the Contract and which are or may be used to manufacture the Goods or their parts, remain the exclusive property of the Customer; this applies not only to the material substrate, but also to the intellectual property and/or industrial rights expressed in them. Without the Customer's consent, the Supplier may not use, copy, reproduce, give or make known to a third party the Technical Specification, in particular plans, technical documents and documentation, and in case of breach of this obligation, the Supplier is obliged to pay the Customer a contractual fine of CZK 150,000 for each individual violation.
- 3.2 The Supplier is bound by the Customer's instructions during the provision (production and delivery) of the Goods.

4. PRICE, PACKAGING, SHIPPING

- 4.1 The agreed price of the Goods applies to the agreed delivery clause according to clause 6.1 and thus includes not only the price of the Goods themselves, but also all transport and packaging costs under the conditions specified below.
- 4.2 The Supplier is obliged to pack the Goods in such a way that they are protected from the weather and from damage during transport.
- 4.3 The price of packaging material, with the exception of returnable packaging, is included in the price of the Goods. If the Supplier requests the return of the packaging, it should be agreed in writing before delivery that the packaging is returnable. Specifying packaging as returnable only in the delivery note or invoice is not sufficient and the Customer does not have to return such packaging. Packaging, for which the obligation to return it has not been agreed upon under the conditions stated above, becomes the property of the Customer under the same conditions as the Goods. If the packaging has been properly agreed to be returnable, then within sixty (60) days from the date of their delivery to the Customer's plant, the Customer shall prepare them for handover to the Supplier and invite the Supplier to pick up the packaging at the Customer's plant at Supplier's own expense. The Supplier is obliged to pick up the packaging at Supplier's own expense within fifteen (15) days from the day on which the Supplier was notified of the possibility of taking over the packaging. The risk of damage to the returnable packaging does not pass to the Customer.
- 4.4 Goods that are delivered at weight prices are charged according to the actual weight on delivery in net weight. Weighing is performed by the Customer. The Supplier is entitled to participate in the weighing if the Supplier is present at the time of delivery.
- 4.5 Unless otherwise agreed between the Supplier and the Customer, the place of performance is the Customer's plant at Brničko 1032, 783 91 Uničov, Czech Republic. The Supplier is obliged to provide the performance to the Customer at the agreed place of performance. The acceptance of the Goods at the Customer's plant takes place on working days between 6:00 a.m. and 1:30 p.m., unless otherwise agreed by the contracting parties.
- 4.6 In the event that the Customer requests delivery of the Goods to another place specified by the Customer, the Supplier is obliged to deliver the Goods to another place of performance at the request of the Customer. In such a case, the Supplier is entitled to compensation for the increased costs of transporting the Goods, if, as a result of the change in the place of performance, there has objectively been an increase in transport costs on the part of the Supplier.

5. INSPECTION, TESTS AND ACCEPTANCE

- 5.1 If the Customer's right to an Inspection is agreed, he is obliged to notify the Supplier at least one working day in advance of the date of the Inspection; notification by telephone or e-mail is sufficient. During the Inspection, the Customer is entitled to enter the Supplier's plant or other place where the Goods are produced, and the right to familiarize himself with the progress of all processes that lead to the production, storage or other handling of the Goods.
- 5.2 If, during the Inspection, the Customer discovers that the Supplier does not comply with the Contract, these GTCP, any agreed conditions or usual technological procedures, or proceeds in such a way that there are reasonable concerns about the quality of the Goods, the regularity of the delivery of the Goods or the timeliness of the delivery of the Goods, the Customer shall notify the Supplier in writing, who is obliged to arrange a remedy without delay and inform the Customer about it in writing within three working days. If the Supplier does not do so, the Customer is entitled to withdraw from the contract.
- 5.3 If Tests are to be performed, the Supplier shall inform the Customer at least five (5) working days in advance of the exact place and time of the Test. The Tests are carried out at the Supplier's expense at the place of performance.
- 5.4 If a Test is not successful (the performance of the required parameters is not verified), the Customer may refuse to accept the Goods, even if the cause of the failure of the Test is not established; a failure in the Test will always be evaluated as a defect in the Goods.

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If a Test proves a specific defect, then the Supplier is obliged to remove the defects within five (5) days. If the Test was not successful, then it will always be repeated, unless the Customer declares in writing that it does not insist on repeating the Test. However, the waiver of repeating the Test does not constitute acceptance of defective Goods or acceptance of defects in the Goods or waiver of claims due to defects in the Goods.

- 5.5 Within sixty (60) days after delivery at the latest, the Customer shall accept the Goods at its plant. The acceptance shall focus only on: (i) verifying the identity of the Goods, (ii) checking the quantity of the Goods, and also on (iii) checking the Documentation supplied with the Goods. Quality control of Goods is not the subject of Acceptance. This quality control shall only be carried out during further processing of the Goods or during their subsequent use.
- 5.6 If the delivered Goods do not correspond to the Contract, then the obligation to deliver the Goods properly and on time has not been fulfilled and the Supplier is in default in delivering the Goods properly and on time.
- 5.7 The Customer is not obliged to accept the Goods, which in terms of quantity, design or quality do not correspond to the Contract, and may reject the Goods delivered in this way. The Customer is obliged to inform the Supplier of the refusal of acceptance within three working days. If the place of performance is the Customer's premises, the Customer is entitled, at its own discretion, to either return or send the Goods to the Supplier at Supplier's expense and risk, or to store them at the Supplier's expense and risk and to inform the Supplier thereof within three working days; the storage fee is 0.1% of the price of the stored Goods per day.

6. DELIVERY TERMS

- 6.1 The goods shall be delivered according to the DAP shipping term to the Customer's plant at Brničko 1032, 783 91 Uničov, Czech Republic according to ICC INCOTERMS 2020.
- 6.2 Documentation is an integral part of the delivery of the Goods. If the Documentation is not delivered properly and on time, then the obligation to deliver the Goods properly and on time has not been fulfilled and the Supplier is in default in fulfilling the obligation to deliver the Goods properly and on time.
- 6.3 The Customer shall confirm the acceptance of the Goods by signing the delivery note or handover protocol. By signing the delivery note or the handover protocol, the Customer does not confirm that the Goods have been delivered without defects and incomplete work, nor does the Customer confirm that it has carried out any inspection after taking over the Goods. The Customer shall perform the Acceptance under the terms of the Contract or these General Terms and Conditions.
- 6.4 Ownership of the Goods passes from the Supplier to the Customer under the terms of the agreed delivery parity, otherwise always at the time of delivery and acceptance of the Goods.
- 6.5 Partial performance is permissible only with the prior written consent of the Customer.
- 6.6 If the period between the date of signing the Contract and the date of delivery is longer than 15 days, the Supplier is obliged to inform the Customer at least 3 days in advance of the intention to deliver the Goods; otherwise, the Customer is entitled to charge the Supplier a contractual penalty in the amount of 2% of the price of the Goods thus delivered.
- 6.7 Before the date agreed in the Contract, the Supplier is entitled to perform only with the consent of the Customer. However, the due date of the invoice in the case of such a delivery shall be the same as if the delivery had taken place on the originally agreed date.
- 6.8 The Supplier is obliged to immediately inform the Customer of all facts concerning the Customer and which could affect the fulfillment of Customer's obligations under the Contract; otherwise, the Supplier is responsible for damage caused to the Customer as a result of the Customer not being informed in time.

7. PAYMENT TERMS

- 7.1 The right to invoice the Goods arises on the day the Goods (including the Documentation) were properly delivered to the Customer.
- 7.2 The invoice should contain the details of the tax document according to the Value Added Tax Act, as well as the contract number according to the Customer's records and the due date corresponding to the Contract. If the Contract number according to the Customer's records is not indicated in the invoice, a copy of the confirmed purchase order should be attached to the invoice. If the price consists of several items, the Supplier is obliged to properly account for these items in the invoice.
- 7.3 The Customer is entitled to return without payment an invoice that was issued before the Supplier had the right to invoice according to clause 7.1 or does not contain the details according to clause 7.2 or contains incorrect information, within 15 days of its delivery. The Supplier is obliged, depending on the nature of the error, to correct or issue a new invoice. The due date starts again from the date of delivery of the corrected or newly issued invoice.
- 7.4 The due date of the invoice for the Goods is 60 days from the date of issue.

- 7.5 The Customer is not obliged to pay the price according to the invoice or to fulfill any other obligation under the Contract and these General Terms and Conditions of Purchase, if the Supplier is in delay in fulfilling the obligation to deliver the Goods properly and on time or in default in fulfilling another obligation under this Contract and GTCP.
- 7.6 The payment date is the day the amount paid is debited from the Customer's bank account in favor of the Supplier's bank account indicated on the invoice, if the debited amount later arrived at the Supplier's account.
- 7.7 Unilateral offsetting by the Supplier against the Customer's claims is not permissible.
- 7.8 Neither Supplier's claims from the Contract, nor other claims of the Supplier against the Customer, may not be pledged to a third party, nor may they be assigned to a third party.
- 7.9 The period for the fulfillment of the Customer's payment obligations shall be extended by the period of the Supplier's delay in fulfilling the obligation to deliver the Goods properly and on time.
- 7.10 Payment of the invoice or part of it by the Customer shall not be considered to be recognition of the delivery as having been properly fulfilled or recognition of the correctness of the invoiced amount. Partial payment of an invoice by the Customer shall never be interpreted as an acknowledgment of debt regarding the outstanding balance prescribed for payment by the invoice for which partial payment was made.

8. WARRANTIES

- 8.1 The Supplier is obliged to deliver the Goods without factual or legal defects. In relation to the Goods, the Supplier provides a quality guarantee pursuant to Section 2113 et seq. of the Civil Code. The Customer shall have the agreed warranty rights if the Goods, upon delivery or at any time during the warranty period:
 - a) are not adequate according to the Contract or the Technical Specification;
 - b) do not have the properties that the Supplier stated in the samples, prototypes or in the offer;
 - c) are not suitable for use for the purpose for which they are intended;
 - d) are not suitable for use for the usual purpose;
 - e) their origin or characteristics are not confirmed by prescribed documents;
 - f) are encumbered by any rights of third parties;
 - g) are otherwise different from what the Customer could reasonably have expected;
 - h) do not correspond to the latest state of the art and do not have the highest attainable quality; or
 - i) do not correspond to the Contract in any other way.
- 8.2 The Supplier provides a warranty of 24 months for the Goods. The warranty period starts from the day of acceptance of the Goods by the Customer and ends after the expiration of 24 months from the date of acceptance, if the Goods were free of defects upon acceptance. If the Goods were delivered with defects and/or incomplete work, then the warranty period starts from the day of acceptance of the Goods and ends after the expiration of a period of 24 months from the day when the last of the defects and incomplete work that the Goods had at the time of acceptance was found to have been removed.
- 8.3 Defects in the Goods from the warranty for quality and liability for defects can be claimed at any time after the delivery of the Goods, without limitation until the end of the warranty period; other periods, however limiting this right, do not apply.
- 8.4 The warranty period does not run for the period during which the Customer cannot use the Goods due to defects for which the Supplier is responsible. If the defect in the Goods was removed by replacement of the Goods or by replacement of their part, then the warranty period of 24 months for the replaced part always runs again from the day the replaced part was handed over to the Customer.
- 8.5 The defect is also noted if it is mentioned in the handover protocol, on the delivery note, CMR document, etc.
- 8.6 The Customer has the following rights arising from the quality guarantee: (i) the right to have the Goods repaired, (ii) the right to a reasonable discount on the price of the Goods, (iii) the right to withdraw from the Contract and demand a refund of the price of the Goods; and (iv) the right to delivery of new Goods without defects. The right to choose between claims for defects always belongs to the Customer. The Customer is entitled to change its choice at any time, until the moment when its right from the Warranty that the Customer previously chose is satisfied. The Customer is entitled to withdraw from the entire Contract or only part of it at its choice.
- 8.7 The Customer is entitled to compensation for damage caused by defects in the Goods. Provisions of Section 1925 (part of the sentence after the semicolon) of the Civil Code does not apply to relations according to the Contract and these GTCP.
- 8.8 The Supplier is obliged to communicate its opinion on the complaint no later than 48 hours counted on working days after the complaint has been delivered to the Supplier.
- 8.9 If the Customer requests the repair or replacement of the Goods, the Supplier is obliged to do so within ten (10) days from the date the defect was identified. Such period also applies to defects found during acceptance and/or tests, unless a shorter period is

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expressly stipulated. If the Customer requests a discount on the price of the Goods or withdraws from the Contract, the Supplier should return the price of the Goods or pay the requested discount within ten days from the date the defect was identified.

8.10 In the event of an accident, necessary operational need and/or other similar events, the Customer is entitled to repair the Goods itself or through a third party at the expense of the Supplier. In such a case, the Customer shall bill the costs to the Supplier, who shall pay them within 15 days from the date of invoice delivery.

8.11 The Customer can proceed according to the previous paragraph even if the defect is not removed properly and on time.

8.12 The Supplier is obliged to compensate the Customer for all direct and indirect damages incurred as a result of defects in the Goods; sanctions and compensations applied by the Purchasers against the Customer are also considered such damages. The Supplier acknowledges that in the event of the Customer's withdrawal from the Contract with the Customer, these damages may amount to tens of millions of Czech korunas.

9. SANCTIONS AND COMPENSATIONS

9.1 If the Supplier is in delay in fulfilling the obligation to deliver the Goods and/or Documentation properly and on time, the Customer is entitled to charge a contractual penalty of 0.1% of the total price of the Goods for each day of delay.

9.2 If the Supplier is in delay in fulfilling the obligation to remove the defect and/or incomplete work, then the Customer is entitled to charge a contractual penalty of 0.05% of the price of the Goods with a defect and/or incomplete work, however, at least 500 CZK for each day of delay.

9.3 If the Supplier fails to deliver to the Customer a tax receipt for the advance payment received within 15 calendar days from the date of receipt of payment, the Supplier is obliged to pay the Customer a contractual penalty of 3% of the amount of the advance payment received.

10. CIRCUMSTANCES EXCLUDING LIABILITY

10.1 The liability of the parties for partial or complete non-fulfillment of contractual obligations is excluded if this happened as a result of force majeure. Force majeure means any unforeseen or unavoidable event that arose independently of the will of the contracting parties, and which makes it impossible for a certain period of time to partially or fully fulfill the obligations of a contracting party. Events that occur after the signing of the Contract and which the contracting party concerned could not have prevented are recognized as force majeure. If force majeure operates for a period not exceeding 15 calendar days, the parties are obliged to fulfill the obligations arising from the Contract as soon as the effects of force majeure have passed, with delivery deadlines and all other deadlines being postponed by the duration of force majeure. In the event that force majeure acts on the part of the Supplier for more than 15 calendar days, the Customer is entitled to withdraw from the Contract. Delays in deliveries from subcontractors, lockouts and illegal strikes cannot be considered force majeure.

10.2 The contracting party in which force majeure occurs is obliged to notify the other contracting party of its occurrence immediately, no later than within 10 days, by a registered letter. Failure to comply with this deadline results in the loss of the right to invoke this event.

11. WITHDRAWAL FROM CONTRACT

11.1 The Contract may be withdrawn only in cases stipulated by the Contract, these General Terms and Conditions or the Civil Code as amended on the date of signing the Contract.

11.2 The Customer is entitled to withdraw from the Contract, (i) if the Supplier is in arrears with the delivery of the Goods for a period longer than one week, (ii) if the Supplier is in delay with the removal of defects in the Goods for a period longer than three days, (iii) if the Customer pays a severance fee of 5% of the price of the Goods before the agreed delivery date, but no later than 30 days after the conclusion of the Contract, (iv) if administrative, tax, judicial or other seizure or insolvency proceedings are being conducted against the Supplier, (v) if the Supplier is dissolved, (vi) if there has been a change of control or the real owner of the Supplier so that it is now controlled or co-controlled by an entity who carries out economic activities competitive to those carried out by the Customer.

11.3 The Customer is entitled to withdraw from any contract that has not yet been fulfilled, even if (i) the Supplier is in delay with the proper and timely delivery of performance according to another contract with the Customer, (ii) if the Supplier is in delay with the proper and timely removal of performance defects of the Supplier delivered under another contract with the Customer or (iii) if the Customer has withdrawn from another contract concluded between the Customer and the Supplier in the last 30 days due to the Supplier's delay.

12. CONFIDENTIALITY

12.1 All information, know-how, Technical documentation and its parts, including electronic files, to which the Supplier has gained access in connection with the negotiation of the conclusion of the Contract or its performance, shall be considered confidential for the duration of the Contract and for the next 10 years and they may not be used for a

purpose other than the fulfillment of the Supplier's contractual obligations towards the Customer. Copies of this information may only be made with the prior written consent of the Customer.

12.2 At the Customer's request, the Supplier is obliged to immediately return or destroy all carriers of the information specified in clause 12.1, including all their copies.

12.3 The Supplier is obliged to maintain confidentiality towards third parties about the conditions agreed in the Contract and the content of the Technical Specification and is entitled to disclose them only to employees who are directly involved in the performance of the Contract, members of the statutory and supervisory body, employees of the legal department, auditor and tax advisor.

12.4 The Supplier is obliged to maintain confidentiality about all facts concerning the Customer, which the Supplier has learned in connection with the negotiation of the conclusion of the Contract or its performance.

12.5 The Customer is entitled to charge the Supplier a contractual fine of 500,000 CZK for each breach of the obligation of confidentiality according to clauses 12.1 to 12.4 of these GTCP.

13. OTHER ARRANGEMENTS

13.1 If ecological, hygienic or safety risks may arise in connection with the subject of performance under the Contract, or special rules established by generally binding legal regulations apply to the use of the Goods or the handling of their parts, the Supplier is obliged to notify the Customer of these facts. In case of violation of this obligation, the Supplier is obliged to pay a contractual fine of 10% of the price of the Goods, within 5 working days from the delivery of the Customer's request to pay the contractual fine to the Supplier.

13.2 If the Contract refers to a certain appendix thereof, it is considered that this appendix forms an integral part of the Contract. In the event that the content of the appendix is in conflict with the content of the Contract, the Contract shall prevail.

13.3 Changes to the Contract must be made in writing.

13.4 Before starting the production of the Goods, the Supplier is obliged to fully review the Technical Specification and notify the Customer of all defects and deficiencies that are detectable during this review.

13.5 If the Supplier discovers any defects and ambiguities in the Technical Specifications, the Supplier is obliged to ask the Customer to provide additional information, which the Customer shall provide within a reasonable period of time.

13.6 If some provisions of the Contract or GTCP are found to be partially or completely invalid, this shall not affect the validity of the remaining provisions or the entire Contract. In such a case, the contracting parties shall, without undue delay, agree to replace the invalid provision with a new one that comes closest to the purpose of the invalid provision; if no agreement is reached between the parties within 15 days from the date when one of the contracting parties requested such an agreement in writing, the court shall decide on the replacement of the invalid provision at the request of any contracting party.

13.7 Pursuant to Section 1765 (2) of the Civil Code, the Supplier assumes the risk of a change in circumstances. The contracting parties have agreed that they hereby exclude the possibility of accepting an offer with an amendment or deviation in the sense of Section 1740 (3) of the Civil Code.

13.8 Contrary to the law, the parties agree that the Supplier's performance cannot be denied, even if the conditions of Section 1912 (1) of the Civil Code are met.

13.9 The Customer's right to all contractual fines under the Contract or under these GTCP always arises regardless of fault (it is not conditional on fault) and does not in any way limit the claim to compensation for damages, which can be claimed in addition to the contractual fine. Each contractual penalty should be paid to the Customer no later than five (5) days from the day the Customer requested the Supplier to pay the contractual penalty. The provision of Section 2051 of the Civil Code does not apply to relations under the Contract and these General Terms and Conditions.

13.10 The parties exclude the application of Section 1987 (2) of the Civil Code in relation to claims and agree that even an uncertain and/or indefinite claim of the Customer is eligible to be set off against the claim of the Supplier.

13.11 The Customer's rights arising from the Contract or its breach are time-barred within 10 years from the date on which the right could be exercised for the first time.

13.12 No rights and obligations shall be derived from past or future practice established between the parties or customs observed in general or in the industry relating to the subject of the Contract, unless otherwise expressly agreed in the Contract. In addition to the above, the parties confirm that they are not aware of any business practices or practices established between them.

13.13 The Supplier acknowledges that the Customer requires the precise fulfillment of all obligations under the Contract and these GTCP, because the Customer itself must fulfill his obligations to the Purchasers, who are mostly foreign entities and have high requirements for quality, meeting deadlines and protecting confidential information; if the Customer were penalized, sanctioned, liable for compensation (indemnification) or liable for damage due to defects in the Supplier's performance, then the scope of the Customer's obligations towards the Supplier could correspond to tens of millions of

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Czech korunas. The Supplier acknowledges this fact and undertakes to properly fulfill its obligations under the Contract.

14. GOVERNING LAW AND DISPUTE RESOLUTION

14.1 The Contract is governed by the law of the Czech Republic, with the exception of conflicting provisions of private international law and the UN Convention on Contracts for the International Sale of Goods. For questions not resolved by the Contract or these GTCP, the relevant provisions of the Czech Civil Code in the version valid on the date of signing the Contract shall apply.

14.2 All disputes arising from the Contract shall be resolved by the courts of the Czech Republic, with their local jurisdiction being determined according to the Customer's registered office (i.e. where the district court has material jurisdiction, the Customer's general court will have local jurisdiction, and where the regional court has material jurisdiction, the regional court, in whose territorial district the Customer's general court is located, will have local jurisdiction).