

General Terms and Conditions of Purchase of ELDIS Pardubice, s.r.o.

(hereinafter referred to as the “General Terms and Conditions of Purchase”)

ELDIS Pardubice, s.r.o.

registered office: Dělnická 469, Pardubičky, 533 01 Pardubice
Registration number: 15050742
VAT number: VAT number: CZ699003219
incorporated: incorporated by entry in the Commercial Register kept by the Regional Court in Hradec Králové, register entry C 524
representative: Aleš Kvídera, Managing Director

(hereinafter referred to as the “Customer” or “ELDIS Pardubice, s.r.o.”)

1. Validity of the General Terms and Conditions of Purchase

- 1.1 These General Terms and Conditions of Purchase have been prepared in accordance with Act No 89/2012, the Civil Code, as amended and currently in force, and other regulations under the legal order of the Czech Republic, and are binding for the purposes of contractual relationships established on the basis of a purchase order or contract between ELDIS Pardubice, s.r.o. (hereinafter also referred to as the “Customer”), as the buyer or recipient of goods and/or services (hereinafter also referred to as the “Goods”), and the other contracting party supplying the Goods and/or services to ELDIS Pardubice, s.r.o. (hereinafter also referred to as the “Supplier”).
- 1.2 All of the Customer’s contractual obligations shall be governed by these General Terms and Conditions of Purchase, unless the application of these Terms and Conditions or any part hereof is excluded, modified or supplemented by special terms and conditions of purchase. The General Terms and Conditions of Purchase shall constitute an integral part of all contractual relationships established between ELDIS Pardubice, s.r.o., as the Customer, and the Supplier.
- 1.3 A contractual relationship shall be established between the Customer and the Supplier by the conclusion of a written contract, by the issuance of a purchase order by the Customer and the acceptance thereof by the Supplier, or by the issuance of an offer by the



Supplier and the acceptance thereof by the Customer (all of which hereinafter referred to as the **"Contract"** or the **"Purchase Contract"**). A response to an offer/purchase order which appears to constitute acceptance of the offer/purchase order but contains any additions, restrictions or any other changes shall always constitute a new offer/purchase order requiring full acceptance by the other party. The Purchaser hereby precludes the acceptance of any offer/purchase order with additions or derogations.

- 1.4 Should any provision of these General Terms and Conditions of Purchase be or become invalid or ineffective, the invalid or ineffective provision shall be replaced by a provision that is as close as possible to the invalid or ineffective provision in meaning. The invalidity or ineffectiveness of a provision shall not prejudice the validity or effectiveness of other provisions.
- 1.5 Should any provisions of the Purchase Contract and the General Terms and Conditions of Purchase regulate the same issue differently, the provisions of the Purchase Contract shall prevail over the provisions of the General Terms and Conditions of Purchase.
- 1.6 The Supplier shall be responsible for ensuring that the Goods are not encumbered by any third-party rights in any way restricting or preventing the acquisition and use thereof by the Customer.
- 1.7 This version of the General Terms and Conditions of Purchase shall be valid and effective from 16 September 2019 and shall supersede the previous version of the General Terms and Conditions of Purchase, including any parts thereof.
- 1.8 The Customer shall be entitled to amend these General Terms and Conditions of Purchase. The Customer shall notify the Supplier of any amendment to the General Terms and Conditions of Purchase and shall send the amended version of the General Terms and Conditions of Purchase to the Supplier and publish it electronically at www.eldis.cz.
- 1.9 The General Terms and Conditions of Purchase shall be available at the Customer's registered office (Dělnická 469, Pardubičky, 533 01 Pardubice) or electronically at www.eldis.cz.

2. Quantity, quality, design and packaging of the Goods

- 2.1 The Supplier shall deliver Goods to the Customer in the quantity specified in the Purchase Contract.
Should the Supplier deliver a quantity of Goods to the Customer in excess of the quantity specified in the Purchase Contract, a Purchase Contract for the excess Goods shall not be concluded even if the Customer does not reject the excess Goods without undue

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- delay after delivery of the Goods to the Customer. If there is a difference between records of the unit of quantity maintained by the Supplier and the Customer, the Supplier shall deliver a quantity based on the Customer requirements.
- 2.2 The Supplier shall deliver Goods to the Customer in the quality and design expressly specified in the Purchase Contract. If the quality or design of the Goods is not expressly specified, even partially, in the Purchase Contract, the Supplier shall deliver Goods to the Customer in a quality and design suitable for the purpose for which the Goods are to be used by the Customer. If the Supplier does not have sufficient information about the purpose for which the Goods are to be used by the Customer, the Supplier shall promptly request the necessary information from the Customer about the purpose for which the Goods are to be used.
- 2.3 Each delivery shall be accompanied by a delivery note or invoice identical to a delivery note, indicating the Customer's contract or purchase order number, the Customer's Goods number, the Customer's details, the quantity and the exact designation of the Goods.
- 2.4 For the purposes of any shipping, the Supplier shall package or otherwise organise the Goods in the manner expressly provided for in the Purchase Contract. If the method for the packaging or other organisation of the Goods for shipping is not expressly provided for in the Purchase Contract, the Supplier shall package or otherwise organise the Goods for shipping in a manner that is necessary for the preservation and protection of the Goods and that is customary for such Goods in the course of trade. If the Goods are to be collected by the Customer, the Supplier shall prepare the Goods for collection in accordance with the foregoing.
- 2.5 If the Goods are not packaged or otherwise organised in the manner set out in these General Terms and Conditions of Purchase, this shall be deemed to be a defect entitling the Customer to refuse to accept the Goods or, if the Customer accepts the Goods, entitling the Customer to claim a defect with the Supplier and to exercise rights arising from defective supply to the full extent provided by law for defects in the Goods.
- 2.6 Together with the Goods, the Supplier shall deliver to the Customer the documents and other papers expressly provided for in the Purchase Contract or customarily delivered with the Goods in question. The Supplier shall provide the Customer, on request, with a Declaration of Conformity pursuant to Act No 90/2016. The Goods shall comply with the requirements of Act No 90/2016. Together with the Goods, the Supplier shall deliver to the Customer all documents that the Supplier is required to prepare pursuant to Act No 22/1997 on technical requirements for products and pursuant to legislation implementing that Act. Should the Supplier fail to deliver these documents and papers to the



- Customer, the Goods shall not be deemed to have been duly delivered and the Supplier shall be in default in the delivery of the Goods.
- 2.7 For the purposes of this Article of the General Terms and Conditions of Purchase, "Purchase Contract" also means the drawings and other technical documentation referred to in or annexed to the Purchase Contract.
- 2.8 The values established by the Customer during the initial inspection of the Goods shall be decisive in determining the number of pieces, dimensions, weight and quality of a delivery, unless proven otherwise by the Supplier.
- 2.9 Upon acceptance of a delivery that is incomplete, manifestly damaged, or in damaged packaging, a record of the deficiencies identified shall be drawn up with the carrier (deliverer) and signed by both parties, otherwise the Customer shall be entitled to refuse to accept the Goods.
- 2.10 The Customer's signature on a delivery note or other document of acceptance of Goods not delivered in accordance with the terms and conditions agreed in the purchase order shall not constitute the Customer's consent to a change in the contractual terms and conditions, unless a change in supply under the purchase order has been agreed in advance in writing between the Supplier and the Customer.
- 2.11 The Supplier shall not be entitled to withhold delivery of Goods on account of any default by the Customer under any other contractual relationship between the Customer and the Supplier.
- 2.12 Any change to the Goods shall require the advance approval of both contracting parties.

3. Place of supply

- 3.1 The place where the Supplier is required to deliver the Goods to the Customer shall be specified in the Purchase Contract.
- 3.2 If the place of delivery of the Goods is not expressly specified in the Purchase Contract, the place of delivery shall be the Customer's registered office (Dělnická 469, Pardubičky, 533 01 Pardubice), in which case the Supplier shall fulfil the obligation to deliver the Goods to the Customer by transporting the Goods to the Customer's registered office and delivering them to the Customer within the time limit or on the date specified in the Purchase Contract or these General Terms and Conditions of Purchase.
- 3.3 The Supplier's obligation to deliver the Goods to the Customer shall be fulfilled on the date of delivery of the Goods.



4. Time of supply

- 4.1 The time of supply is the set time within which the Goods are to be transferred between the contracting parties.
- 4.2 The time of supply shall be set out in the Purchase Contract.
- 4.3 Unless a time of supply is expressly provided for in the Purchase Contract, the Supplier shall deliver the Goods to the Customer within a reasonable period of time, taking into account the nature of the Goods and the place of delivery, but in any event within 30 days, unless otherwise mutually agreed.
- 4.4 The Supplier shall respect the delivery deadlines and times of supply specified in the purchase order. The Customer shall accept the Goods between 7 a.m. and 2 p.m. on working days, unless otherwise agreed.
- 4.5 The Customer shall be entitled to refuse Goods delivered by the Supplier before the specified delivery deadline. Early supply shall be possible only with the Customer's consent, and in any event all legal consequences (the payment term, guarantee, passage of risk, storage, etc.) shall be governed by the date agreed for delivery.
- 4.6 Where a delivery is made late, even if the Customer accepts such delayed delivery from the Supplier, the Customer shall retain all claims deriving from the Supplier's delay, including the right to full compensation for damage and loss of profit.
- 4.7 If the Supplier is late in the fulfilment of the obligation to deliver the Goods or part thereof to the Customer, the Customer shall be entitled to claim a contractual penalty from the Supplier in the amount of 0.3% of the purchase price of the Goods, as set out in the Purchase Contract, for each day of delay in the delivery of the Goods. This contractual penalty arrangement shall not prejudice in any way the Customer's right to compensation for damage incurred by the Customer as a result of the Supplier's breach of the obligation to deliver the Goods to the Customer on time in accordance with the Purchase Contract.
- 4.8 Should the Customer claim a contractual penalty from the Supplier, the Supplier shall be required to pay that contractual penalty even after the Goods have been delivered. Invoices issued for contractual penalties shall be payable 30 days from the service thereof on the Supplier.
- 4.9 Should the Customer default in the payment of the Purchase Price, the Supplier shall have the right to demand that the Customer pay default interest, the amount of which shall be determined in accordance with Government Decree No 351/2013 establishing the amount of default interest and costs associated with a claim.



- 4.10 The Customer shall be entitled to unilaterally set off claims against the Supplier for the payment of contractual penalties or compensation for damage on the basis of the Purchase Contract, including these General Terms and Conditions of Purchase.
- 4.11 The Supplier shall inform the Customer in advance in writing of all circumstances that could affect due and timely compliance with an obligation of the Supplier under a purchase order concluded with the Customer and of the associated consequences, or of the fact that the Supplier will be unable to secure the Goods ordered. The Supplier shall provide this information to the Customer without undue delay after learning of such an obstacle. The Customer shall be entitled to run ongoing checks on the progress of a concluded purchase order and the Supplier, on request, shall prove to the Customer that the Supplier is able to comply with the contractual arrangements.
- 4.12 If, no later than 10 days prior to the supply date under a purchase order, the Customer notifies the Supplier in writing that the Customer is postponing the supply date, the Customer shall be entitled to unilaterally postpone the agreed supply date by up to 90 days, without the Supplier being entitled to charge any costs incurred by the Supplier as a result of such postponement.

5. Purchase price

- 5.1 The purchase price shall be specified in the Purchase Contract.
- 5.2 Save as expressly provided for otherwise in the Purchase Contract, the purchase price laid down therein shall be exclusive of value added tax and shall include the price of any packaging or shipping of the Goods and other similar costs incurred in connection with the delivery of the Goods to the Customer.

6. Due date of the purchase price

- 6.1 The due date of the purchase price shall be specified in the Purchase Contract.
- 6.2 If the due date of the purchase price is not expressly specified in the Purchase Contract, the Supplier shall be entitled to issue an invoice – tax document – for the purchase price with the maturity stipulated in the Purchase Contract at the moment the Supplier delivers to the Customer and the Customer accepts from the Supplier the Goods specified in the Purchase Contract without defects and including all documents or other papers that the Supplier is required to deliver to the Customer. If the maturity of an invoice – tax document – is not specified in the Purchase Contract, the maturity shall be 60 days from

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the Supplier's service of the invoice – tax document – on the Customer. The Customer shall pay the purchase price within the maturity of the invoice – tax document – thus issued. Notwithstanding the above, should the invoice – tax document – be missing any of the particulars required of tax documents by applicable legislation or by the contractual arrangements between the Customer and the Supplier, the Customer shall be entitled to return the invoice – tax document – to the Supplier with a request for a properly drawn-up tax document to be issued. In such an eventuality, the Customer shall pay the purchase price to the Supplier within the maturity specified in the Purchase Contract and calculated from the Supplier's service of a properly drawn-up tax document on the Customer.

- 6.3 The Supplier shall be entitled to serve invoices on the Customer either as a signed paper document or in the form of a scan of a signed document emailed to the email address (fakturace@eldis.cz; invoice@eldis.cz).
- 6.4 The purchase price shall be paid by bank transfer to the Supplier's account indicated in the invoice.
- 6.5 The date of payment of the purchase price shall be the date on which the amount of the purchase price is debited by the bank from the Customer's current account to the Supplier's current account.
- 6.6 The Supplier shall not be entitled to assign any claim incurred against the Customer by the Supplier under the Purchase Contract (including any claim to payment of the purchase price) to a third party without the Customer's written consent.
- 6.7 If a defect occurs in the Goods and the Customer notifies the Supplier thereof, the due date of the purchase price for the Goods thus delivered shall be extended by the number of days elapsing from the notification of the defect by the Customer to the Supplier until the Supplier fulfils the Supplier's obligations deriving from defective supply.

7. Defects in Goods, Guarantee

- 7.1 The Supplier shall provide the Customer with a guarantee for Goods delivered further to a Purchase Contract.
- 7.2 Under the guarantee, the Supplier warrants to the Customer that Goods delivered under a Purchase Contract shall be fit for the intended use thereof by the Customer during the guarantee period and that they shall retain the characteristics specified in the Purchase Contract. If a Purchase Contract does not provide for certain characteristics of the Goods, the Supplier warrants to the Customer that, during the guarantee period, Goods



delivered under the Purchase Contract shall retain the characteristics necessary for the intended use of the Goods by the Customer.

If the Supplier does not have sufficient information about the purpose for which the Goods are to be used by the Customer, the Supplier shall promptly request the necessary information from the Customer about the purpose for which the Goods are to be used.

For the purposes of this paragraph, "Purchase Contract" also means drawings and other technical documentation to which the Purchase Contract refers or which are annexed to the Purchase Contract.

- 7.3 Liability for defects shall be governed by the Civil Code.
- 7.4 The Supplier acknowledges that defects in the Goods not be detected until they are used or after their delivery to the Customer's client, in which case they shall constitute latent defects subject to the same guarantees as other defects under Article 7 of these General Conditions of Purchase.
- 7.5 Should any defect come to light during the guarantee period, the Goods shall be deemed to have been defective upon acceptance thereof.
- 7.6 The Supplier undertakes to provide the Customer with a guarantee period of 36 months from the date of acceptance of the Goods, unless otherwise agreed in the Purchase Contract.
- 7.7 The Supplier shall provide post-guarantee servicing and a supply of spare parts or the generational successors thereof for at least 10 years from the completion of the delivery of the Goods. The Supplier shall inform the Customer in writing of the planned end of life and related supply of spare parts or generational successors thereof always at least 3 months before such planned end of life.
- 7.8 If any defects are detected, the choice of claims deriving from defects in the Goods shall rest exclusively with the Customer in accordance with Sections 2106 and 2107 of the Civil Code. The Supplier shall not be entitled to select a claim for defects in the Goods without the written consent of the Customer.
- 7.9 Should the Supplier fail to remedy defects in the Goods within the specified time limit or if it becomes apparent that the Supplier will be delayed in remedying them, the Customer shall be entitled to remedy such defects itself or through third parties fully at the Supplier's expense.
- 7.10 The Customer shall be entitled to verify, by way of an audit at the Supplier or the Supplier's subcontractors involved in any way in the delivery of the Goods, whether quality assurance measures meet the Customer's requirements. The scope of the audit may cover the entire system, the production process or a product. The Supplier shall enable the Customer to conduct this audit.

- 7.11 If, during an audit pursuant to the preceding provision of the General Terms and Conditions of Purchase, non-conformities are found, the Supplier, by agreement with the Customer, shall draw up and implement a corrective action plan to remedy them or withdraw from the Purchase Contract .
- 7.12 The Supplier shall be liable for damage claimed against the Customer by any third party on account of defects in the Goods supplied by the Supplier to the Customer.
- 7.13 The Supplier's subcontractors involved in any way in the delivery of Goods shall be subject to the same quality management system rules as the Supplier, which the Supplier shall be responsible for ensuring.
- 7.14 Should a specific defect or a defect of the same nature occur in at least 5% of the Goods supplied by the Supplier under a Purchase Contract, in addition to any other claims for defects in the Goods the Customer shall be entitled, by unilateral service of written notice, to extend the guarantee period of all such Goods to 48 months, and:
- (a) to demand that the Supplier replace all such Goods with Goods that are free from defects; or
 - (b) to demand that the Supplier repair all such Goods in accordance with procedure proposed by the Supplier and approved by the Customer; or
 - (c) to withdraw from Purchase Contracts for the supply of the Goods in question (including those which have yet to be performed).
- 7.15 The Supplier expressly represents that the Supplier assumes the risk of a change in circumstances within the meaning of Section 1765 of the Civil Code.
- 7.16 Should the Supplier default in compliance with a particular obligation deriving from defective supply (the obligation to remedy a defect in Goods by delivering new or missing Goods, the obligation to remedy legal defects in Goods, the obligation to remedy a defect in Goods by repairing them, or the obligation to provide a reasonable discount on the purchase price), the Customer shall be entitled to a contractual penalty of 0.3% of the purchase price of the Goods in question for each day of default in compliance with the obligation deriving from the defective supply of Goods.
- This contractual penalty arrangement shall not prejudice in any way the Customer's right to compensation for damage incurred by the Customer as a result of the Supplier's breach of the obligation to comply in a timely manner with a particular obligation deriving from the defective supply of Goods under the Purchase Contract.

8. Industrial rights



- 8.1 The Supplier shall be responsible for the fact that the Goods, either as a whole or their individual parts and components, do not infringe industrial or other similar rights of third parties.
- 8.2 A Purchase Contract shall not grant any licence of use and shall not transfer in any way any right to inventions, patents, industrial designs, utility models, trademarks, trade names, know-how, copyright or other forms of industrial or intellectual property, unless otherwise agreed in the Purchase Contract.
- 8.3 If Goods are manufactured in accordance with the Customer's technical documentation provided by the Customer to the Supplier for this purpose or otherwise made available by the Customer to the Supplier, the Supplier shall not be entitled to use such technical documentation for the manufacture and supply of Goods to any third party.
- 8.4 The Supplier shall not be entitled to apply for industrial-law protection for any technical solution contained in the Customer's technical documentation referred to in the preceding paragraph or to enable any third party to make such an application for industrial-law protection.

9. Liability insurance

- 9.1 The Supplier shall have a duly concluded insurance policy on liability for damage and product liability insurance for the entire duration of the contractual relationship with the Customer to an extent deemed appropriate by the Customer in any specific case. The Supplier shall maintain the insurance until all claims and rights deriving from a concluded Purchase Contract, including claims under the quality guarantee, have been settled.

10. Know-how, trade secrets, subcontractors

- 10.1 In the context of establishing their business cooperation, the Customer and the Supplier wish to provide each other with information and data that the Customer protects from disclosure. In connection therewith, the Supplier shall receive, or has already received, or will be in possession of, or is already in the possession of, certain confidential, secret and technical information and facts concerning the Customer and/or parties related to the Customer. The Customer and the Supplier are aware of the potential value of such information to the Supplier or third parties and the resulting risk to the Customer and/or

its related parties of the unauthorised leakage or misuse of such information. Consequently, the Customer and the Supplier wish to define clear conditions, beyond the scope of Section 1730 of the Civil Code, under which such information may be provided by the Customer and received by the Supplier.

“Confidential Information” means all information relating to contractual arrangements, prices, raw materials, business partners, suppliers, products, manufacturing processes, technology, marketing and any other information, data, records, experience and know-how directly or indirectly related to the manufacturing or business activities of the Customer, including financial, technical, operational, business, staffing, legal, accounting and other information about the Customer which the Customer makes available to the Supplier and the Supplier’s employees or agents.

“Trade Secret”, in accordance with Section 504 of the Civil Code, means all information and facts, irrespective of the form and manner of communication or interception thereof, including but not limited to all facts of a commercial, manufacturing and technical nature related to the Customer’s business, which have actual or at least potential tangible or intangible value, are not generally available in the relevant business circles, and are to be kept secret at the will of the Customer, whereby the Customer ensures their secrecy in an appropriate manner.

“Personal Data”, within the meaning of Section 4 of Act No 101/2000 on the protection of personal data, as amended, means any information relating to an identified or identifiable entity on the basis of which the entity can be directly or indirectly identified on account of one or more elements specific to his or her physical, physiological, mental, economic, cultural or social identity, including sensitive data within the meaning of the Personal Data Protection Act.

“Disclosed Data” means any information or data provided by the Customer to the Supplier that meets the definition of Confidential Information and/or Trade Secrets and/or Personal Data under the preceding provisions of this Article of the General Terms and Conditions of Purchase.

- 10.2 Over the duration of and after termination of a Purchase Contract, the Supplier undertakes:
- (a) not to disclose or otherwise make available or facilitate the disclosure of Disclosed Data to any third party without the prior written consent of the Customer, not to use Disclosed Data for the benefit of the Supplier or any third party, and not to misuse Disclosed Data to the detriment of the Customer;

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- (b) to treat Disclosed Data with the same care as the Supplier treats its own Confidential Information, Trade Secrets or Personal Data, and in any event at least with the care of a good manager;
 - (c) to use, forward and reproduce Disclosed Data only to the extent necessary and solely for the purpose for which it is disclosed;
 - (d) to restrict access to Confidential Information to the Supplier's employees and agents who have a need to know such information for purposes of cooperation, and to inform such employees and agents of their obligations. Should confidentiality or another obligation be breached by such employees and agents, the Supplier shall be liable as if the Supplier had breached that obligation itself;
 - (e) to inform the Customer in writing, without undue delay, of any actual or imminent breach of obligations under this Article of the General Terms and Conditions of Purchase by the Supplier or other persons to whom the Supplier has communicated Disclosed Data or to whom the Supplier has granted access to materials containing Disclosed Data.
- 10.3 The Supplier's obligation under this Article of the General Terms and Conditions of Purchase shall not apply to Disclosed Data which:
- (a) is demonstrably in the public realm; and/or
 - (b) the Supplier is demonstrably required to disclose by law, a court order or any competent public authority; in such an eventuality, the Supplier shall notify the Customer thereof without undue delay, such being, where practicable and lawful, before such disclosure of information or data, and shall cooperate with the Customer as regards the timing and content of such notification or disclosure; and/or
 - (c) demonstrably becomes publicly known or available other than as a result of a breach of obligations under this Article of the General Terms and Conditions of Purchase or the obligations of other parties to protect the Customer's Confidential Information, Trade Secrets and Personal Data.
- 10.4 Should the Supplier breach an obligation referred to in this Article of the General Terms and Conditions of Purchase, the Supplier undertakes to pay to the Customer, on demand, a contractual penalty of CZK 1,000,000 (one million Czech crowns). As the contractual penalty under this provision does not constitute lump-sum compensation for damage, the Customer and the Supplier shall not apply Section 2050 of the Civil Code. The contractual penalty shall be payable within fifteen (15) days of service of the Customer's demand on the Supplier. The contracting parties consider the negotiated amount of the contractual penalty to be reasonable in view of the nature of the Disclosed Data and the importance thereof to the Customer.

11. Disputes, governing law

- 11.1 The Purchase Contract, these General Terms and Conditions of Purchase and all rights and obligations of the Customer and the Supplier arising therefrom shall be governed by the law of the Czech Republic.
- 11.2 *The contracting parties agree that any disputes arising out of or in connection with the Purchase Contract that cannot be resolved amicably shall be settled by ordinary courts of the Czech Republic.*

12. Adhesion contracts

- 12.1 *The contracting parties concurrently declare that they are entering into their contractual relationship together in the context of their business and that Section 1798 et seq. of the Civil Code shall not apply to the circumstances under which it is established; for the avoidance of doubt, the Customer and the Supplier hereby agree not to apply Sections 1799 and 1800 of the Civil Code. The Supplier expressly declares that the Supplier is not the weaker party.*

13. Withdrawal from a Purchase Contract

- 13.1 Should the Supplier be late at all in delivery, the Customer shall be entitled to withdraw from the purchase order, including the purchase order in its entirety even if the delay relates only to parts of the Supplier's commitment. In all cases, notice of withdrawal shall be served on the Supplier in writing at the address of the Supplier's registered office or branch specified by the Supplier. Withdrawal shall not extinguish the Customer's right to compensation for damage.
- 13.2 In the following cases, the Customer shall be entitled to terminate or withdraw from a purchase order with immediate effect:
- (a) insolvency or other similar proceedings are opened against the Supplier;
 - (b) the Supplier goes into liquidation;
 - (c) the Supplier ceases one of its activities, in the absence of which the purpose of the purchase order cannot be fulfilled;
 - (d) the Supplier is more than 14 calendar days late in delivering Goods;
 - (e) more than 5% of Goods in a delivery made under a particular Purchase Contract are defective.



- 13.3 If a force majeure event occurs on the Supplier's side and the Supplier is unable to comply with its obligations under the Purchase Contract in the manner and within the terms set out therein for a period of more than 1 month as a result of such event, the Customer shall be entitled to withdraw from the Purchase Contract. Events such as an earthquake, war or large-scale fires or floods shall be deemed to be a force majeure event. Events such as strikes, work stoppages, shortages of labour or materials, insolvency, or default on the part of subcontractors shall not be deemed to be a force majeure event.
- 13.4 Withdrawal pursuant to the paragraphs of this Article above shall revoke the commitment established by the Purchase Contract. Where a Purchase Contract has already been partially performed, the contracting party shall be entitled to withdraw from the Purchase Contract in its entirety or only with respect to the unfulfilled balance of performance, subject to the fulfilment of conditions for withdrawal set out in the individual paragraphs of this Article above. The contracting parties shall settle their mutual rights and obligations in connection with the revocation of the commitment under the Purchase Contract in accordance with statutory regulations.
- 13.5 The Customer shall be entitled to withdraw from a Purchase Contract at any time until the Supplier delivers the Goods to the Customer even in the absence of any of the events defined in the individual paragraphs of this Article above. In such an eventuality, the Customer shall pay the Supplier a demonstrable amount corresponding to the difference between the costs which the Supplier has reasonably incurred until the Customer's withdrawal from the Purchase Contract in order to manufacture and deliver the Goods to the Customer and the value of the Goods or parts thereof already produced which the Supplier is able to make efficient use of, including resale, but only up to the maximum amount of the purchase price agreed in the Purchase Contract. The Supplier shall quantify, justify and prove to the Customer the costs thus incurred.
- 13.6 The Customer shall be entitled to withdraw in accordance with these paragraphs of these General Terms and Conditions of Purchase also only in respect of any part of supply not yet fulfilled.
- 13.7 Notice of withdrawal shall be drawn up in writing and served on the other contracting party.
- Withdrawal and revocation of a commitment under a Purchase Contract shall not prejudice the right to compensation for damage arising from a breach of contract, the right to individual contractual penalties agreed in the Purchase Contract or these General Terms and Conditions of Purchase, arrangements on the choice of law and dispute resolution, or arrangements on know-how and the protection of trade secrets and confidential information.

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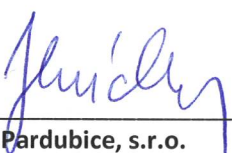
14. Final provisions

- 14.1 Should a Purchase Contract contain a reference to Incoterms, this shall mean a reference to the International Commercial Terms – Incoterms 2010, save as expressly provided otherwise by the Purchase Contract.
- 14.2 A Purchase Contract and these General Terms and Conditions of Purchase shall together constitute the entire agreement between the Supplier and the Customer regarding their mutual rights and obligations associated with the delivery of the Goods. A Purchase Contract and these General Terms and Conditions of Purchase shall together supersede entirely all previous agreements or arrangements between the Supplier and the Customer relating to the delivery of Goods.
- 14.3 The contracting parties shall communicate with each other on paper or electronically (by email without the use of an advanced electronic signature) in matters arising from a Purchase Contract. This form may be used for acts such as a notification of the shipment of Goods, a notification of defects in Goods, a demand for reimbursement of the costs of repairing Goods, etc. Purchase orders, rejections or confirmations of purchase orders or individual purchase contracts may be entered into on paper or electronically, provided that, in the event of electronic communications, the electronic message is accompanied by a scanned copy of the original document signed by the relevant contracting party.
- 14.4 The Customer shall enter into a Purchase Contract in order to procure Goods that the Customer needs to fulfil the Customer's obligation to deliver Goods or to execute work for a client. As a result of the Supplier's failure to meet the delivery deadline for Goods, the delivery of defective Goods by the Supplier, or breaches of other obligations under a Purchase Contract, the Customer may incur damage in an amount several orders of magnitude higher than the purchase price agreed in the Purchase Contract, whether as a result of a client's withdrawal from a contract concluded between the Customer and that client or as a result of a client's claim against the Customer asserting the right to a contractual penalty for late delivery or defects in Goods, etc. The Supplier acknowledges this information from the Customer.
- 14.5 Should any provision of a Purchase Contract or these General Terms and Conditions of Purchase be or become invalid, specious or ineffective, this shall not result in the invalidity, speciousness or ineffectiveness of the Purchase Contract in its entirety or in its

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other provisions, provided that such invalid, specious or ineffective provision is severable from the remainder of the Purchase Contract. The contracting parties undertake to replace the invalid, specious or ineffective provision with a new valid or effective provision which corresponds as closely as possible in substance and meaning to the original provision of the Purchase Contract.

This version of the General Terms and Conditions of Purchase of ELDIS Pardubice, s.r.o. was issued on 14 March 2022.



ELDIS Pardubice, s.r.o.
Aleš Kvídera, Managing Director