

General Terms and Conditions of EGE, spol. s r. o. for the purchase of goods

These general terms and conditions, being an integral and binding part of the purchase contract (order), are valid and effective at all points unless otherwise expressly agreed in writing in the text of the relevant purchase contract (order).

1. Subject

1.1 The subject matter of the contractual relationship is determined by the purchase contract (order) concluded between the parties.

1.2 An integral part of the delivery of the subject matter of the contractual relationship is the handover of documents related to the subject matter of the contract (delivery notes, warranty certificates, certificates, commercial invoices, etc.). The purchase contract (order) and commercial invoice must state at least the subject of the agreement, the purchase price or at least the method of its determination, the date of delivery of the subject of the contract, the delivery condition according to the applicable INCOTERMS, the due date of the purchase price, as well as the statement of the contracting parties, in the case of legal entities with the address of their registered office, ID number, VAT number, information on the company's registration in the Commercial Register or other register according to the law, under which the legal entity was established, the person authorised to act on behalf of the company or to issue a commercial invoice and its signature and other requirements stipulated by law.

2. Price of goods

2.1 The purchase price for the subject of the contract is determined in accordance with the agreement and is specified in the purchase contract (order). A seller registered for the payment of value-added tax (VAT) charges on delivery according to the regulations in force at the time of issuing the invoice. To avoid doubt, the price of goods is agreed upon and stated in the purchase contract (order). The price includes all costs related to the delivery of goods, including VAT. The purchase price includes all expected and unforeseen costs related to the delivery of the subject-matter of performance at the time of concluding the purchase contract (order), i.e. all costs that the seller could have expected with professional care at the time of concluding this contract, i.e. in particular but not exclusively the costs of packaging, as well as the costs of transport (transport) and insurance to the place of performance, preparation of the necessary documentation, carrying out the necessary and/or requested tests, any customs duties and import charges, other administrative fees, etc.

3. Payment terms

3.1 The Buyer is contractually obligated to pay the purchase price based on an invoice, in accordance with the payment terms specified in the purchase contract (order).

3.2 The Buyer has the right to refuse acceptance of the invoice and return it to the Seller if the invoice does not meet the requirements of a proper tax document or if the agreed price or quantity is not met, or if the purchase contract (order) or invoice is incomplete within the meaning of Article 1 point 1.2 of these Terms and Conditions.

3.3 In the event of returning an invoice to the Seller for completion or revision, the due date does not commence. In this case, the due date of the invoiced amount begins on the day when the buyer receives a new invoice, supplemented, or corrected following the contract (order) and these Terms and Conditions.

3.4 The due date is agreed to be 60 days from the date of provable delivery of the duly issued commercial invoice to the Buyer unless otherwise agreed.

3.5 The Buyer is not in default with the payment of an invoice if the amount has been debited from the Buyer's bank account to the Seller's account by the last day of its maturity.

3.6 The Buyer is entitled to pay the value-added tax on behalf of the seller directly to the seller's tax administrator for the purpose of a unique method of securing tax pursuant to Section 109a of Act No. 235/2004 Coll., on Value Added Tax, as amended. The buyer informs the seller of this fact in writing. Tax paid in this way reduces the seller's receivable from the buyer by the relevant amount of tax, and the seller is not entitled to require the buyer to pay this amount.

4. Delivery

4.1 The Seller is obliged to deliver the subject of the contract in the quantity, quality, execution according to the purchase contract (order), including all documentation related to it within the meaning of Article 1.2, within the deadline specified in the text of the purchase contract (order) and deliver it to the place of performance specified in the purchase contract (order), if not specified herein, the seller is deemed to provide the subject of the contract to the place of the buyer's registered office. The costs of transportation, as well as liability for damage to the subject of the contract, are governed by the commercial clause in the contract (order) that is valid under INCOTERMS. If the quality of the subject-matter of performance is not agreed in the purchase contract (order), the subject-matter of performance must exhibit the properties specified by the buyer and be eligible for use for a purpose that must be known to the seller; however, regardless of anything stipulated in the purchase contract (order), the subject-matter of the purchase contract must always meet the requirements set out in legal regulations and technical standards applicable according to the purpose of use of the subject-matter of performance under the contract.

4.2 The Buyer is obliged to confirm receipt to the Seller of the duly and timely offered subject matter of the Contract, as well as the related documentation, as specified on the delivery note or another document (e.g., the handover and takeover protocol). At the moment of taking over the subject matter of the contract, the risk of damage to the subject matter passes to the buyer, unless otherwise stipulated in the commercial clause, in accordance with the applicable INCOTERMS. The buyer acquires the ownership right to the goods on the day of their receipt at the place of performance, empowering them with full ownership rights.

4.3 The Buyer is entitled not to accept the subject of the contract that does not correspond to the purchase contract (order) as amended by these Terms and Conditions. Even if the subject matter of the agreement does not correspond to the contract, the buyer's rights arising from liability for defects, quality warranty, and the seller's default are not affected, ensuring their protection.

4.4 The Seller is obliged to pack or provide the subject of the contract for transport in the manner specified in the purchase contract (order), in any case in the manner necessary for the preservation, protection, non-deterioration of the goods and to state the quantity and method of disposal of the packaging on the delivery note.

4.5 The seller undertakes to clear the subject of the contract through customs, unless otherwise stipulated in the commercial clause, in accordance with the applicable INCOTERMS.

4.6 The Seller undertakes to indicate the number of the relevant order or purchase contract on the delivery note and on the commercial invoice.

5. Warranty period and liability for defects in the subject of the contract

5.1 The Seller provides a quality warranty for the delivered subject of the contract for a period of 36 months, unless otherwise agreed in the purchase contract (order), starting from the day of receipt of the subject of the contract by the Buyer, i.e., the day of confirmation of the delivery note by the Buyer. The seller is responsible for ensuring that the subject of the contract possesses the properties (quality) specified in the purchase contract (order) as amended by these Terms and Conditions, and that these properties correspond to the purchase contract (order) as amended by these Terms and Conditions for the duration of the warranty. The seller is responsible for the safety of the supplied materials that are part of the goods and their products, including the responsibility for protecting health and life, as well as protecting the environment.

The seller is responsible to the buyer for ensuring that the goods are free of factual and legal defects, not only at the time of handing over the goods. If this statement by the seller proves to be incorrect or false, the seller will bear all consequences and costs or compensate the buyer for all damages and lost profits resulting from this breach. In the event of any disputes arising from such infringement, the Seller undertakes to represent the Buyer at its own expense if any claims are brought against the Buyer before or outside the court by third parties. In connection with the above, the seller also declares that the goods are not subject to any rights of third parties, such as the right of ownership, lien, retention or other rights in favour of third parties, and further declares that the goods are not subject to any execution or enforcement of a decision, that the goods that are the subject of the contract are his property, and that he is entitled to dispose of them without restriction for their sale, It is free of the rights of third parties under copyright, industrial or other intellectual property to the goods.

5.2 Any defects within the warranty period will be dealt with:

- i) Removal of defects, repair of goods by the seller or a person designated by him, or
- ii) Removal of defects by delivery of replacement goods by the seller for defective goods, or

- iii) Removal of defects, repair of goods by the buyer or a person designated by him, or
- iv) Removal of defects, procurement, and delivery of replacement goods by the buyer for defective goods, or
- v) A discount on the purchase price or
- vi) By withdrawal from the contract.

The decision to claim defects during the warranty period rests with the buyer.

If the buyer chooses to repair the goods through the seller or a person designated by the seller as a means of resolving the claim for defects during the warranty period, and the goods exhibit repairable defects. In that case, the seller undertakes to repair them free of charge and without undue delay to:

- (i) in writing and/or
- (ii) by telephone and/or
- (iii) E-mail and/or
- (iv) a fax request from the buyer within ten days from the date of its delivery by the buyer, at the place where the goods were delivered to the buyer or at the destination, if the seller must have known at the time of delivery of the goods, at the buyer's choice. The seller bears all related costs if the complaint is found to be justified.

The seller is obliged to commence repair work on repairable defects within 48 hours from the date of delivery of the notice. The seller will hand over the repair of the claimed defect to the buyer. The seller provides a warranty of 36 months for the repair of the defect or renewal, but this must not expire before the end of the warranty period for the entire subject of the contract. If the buyer chooses to remove defects in the goods by repairing them, the seller is entitled to remove them by supplying replacement goods. In such a case, the seller provides the buyer with a guarantee for the replacement goods for the duration of the warranty on the original goods, which begins to run from the date of delivery of the replacement goods.

If the seller fails to remove the defects of the goods within 10 days from the date of delivery of the request (either by repair or delivery of substitute goods). In that case, the buyer is entitled to remove the defects himself or through a third party (by repair or delivery of substitute goods), in such a case the seller undertakes to pay the provable costs incurred by the buyer or a third party chosen by the buyer to remove the defects, while ensuring the removal of defects of goods by substitute performance by the buyer or a third party selected by the buyer does not affect the rights of the buyer. Buyer of the goods' warranty.

If the removal of the defect by repair of the goods through the seller or a person designated by the seller has been chosen as a claim for defects in the goods. In that case, the buyer may instead of removing the defects by him or a third party after the expiry of the deadline for the removal of defects by the seller in vain, or if the goods have defects irreparable by repair, claim against the seller at his choice for defects of the goods specified above in par. 5.2 under points (ii), (iii), (iv), (v) or (vi).

If the buyer chooses to exercise the right to the delivery of replacement goods by the seller, as defective in such a case. In that case, the seller is obliged to deliver the replacement goods no later than fifteen days from the date of delivery of the request (see i–iv) above by the buyer. Upon delivery of the replacement goods, a new warranty period shall commence from the beginning, as set out in point 5.1.

If the seller fails to deliver replacement goods for the defective goods within the time limit stipulated above. In that case, the buyer may assert claims against the seller for the defective goods specified in the paragraph above. 5.2 under point (iii), (iv), (v) or (vi).

If the claim for defective goods was chosen to remove the defect according to point iii) or the supply of substitute goods according to point iv) 5.2, the Seller shall compensate the Buyer for provable costs incurred by the Buyer or a third party chosen by the Buyer to remove the defects while ensuring the removal of defects in these ways does not affect the Buyer's claim under the warranty for the goods. The buyer is obliged to prove to the seller the defectiveness of the goods before commencing the removal of defects in one of the following ways unless there is a risk of damage due to the delay in removing defects. Additionally, the buyer must return the defective goods to the seller in the event of delivery of replacement goods. Proof is fulfilled by sending a notification and a specification of the defect via email, accompanied by a photo of the damage.

The seller undertakes to return the purchase price in full to the buyer within seven days from the date of delivery of the withdrawal from the contract, as well as to remove the subject of the contract at the buyer's place of residence or from the place of performance agreed in the agreement (order) or from the place where the subject of the contract was operated as part of the location at the end customer, at the buyer's choice within five days from the date of delivery of the withdrawal from the contract.

The right to a discount on the price of goods is payable within seven days from the date of delivery of the payment request.

The buyer shall notify the seller of defects in the goods without undue delay. The seller agrees that in rare cases, a notice will be issued within 30 days of the date the defect is discovered. The fulfilment of the buyer's claims arising from liability for defects does not affect the buyer's claims for compensation for damage caused by defective performance.

6. Contractual penalties

6.1 If the Seller does not deliver the goods specified under the Contract correctly, entirely and on time on the agreed date specified in the purchase contract (order) or does not deliver replacement goods for defective goods within the deadline specified in Article 5.2 hereof, the Seller undertakes to pay a contractual penalty in the amount of 0.1% of the purchase price of the goods for each day of delay.

6.2 If the Seller does not commence the repair of repairable defects, if this has been chosen as a claim for defects of goods by the Buyer, no later than 48 hours after the delivery of a provable request from the Buyer, the Seller undertakes to pay a contractual penalty in the amount of 0.2 % of the purchase price for each day of delay, until the defects are wholly removed. If the seller fails to remove the repairable defects within 10 days of receiving the buyer's provable request for removal of defects. In that case, the seller undertakes to pay a contractual penalty in the amount of 0.2% of the purchase price for each day of delay, starting from the expiry of the period of 10 days from the delivery of the provable request for removal of defects until the complete removal of the defects by the seller, or by the buyer, a third party chosen by the buyer or the application of a discount on the purchase price by the buyer.

6.3 If the Buyer withdraws from the contract (order) and the Seller does not return the already paid purchase price or its part to the Buyer within 7 calendar days from the Buyer's written notice of withdrawal from the contract (order), the Seller is obliged to pay the Buyer a contractual penalty in the amount of 0.2% of the outstanding amount for each day of delay in returning the purchase price. According to the expressed will of the parties, this provision of the contract shall continue in effect even after the termination of the contract.

6.4 If the Seller breaches any of its obligations specified in Article 9.3 of these General Terms and Conditions, it is obliged to pay the Buyer a contractual penalty of CZK 1,000,000 for each breach.

6.5 If the Seller is in default with the payment of damages or lost profits as stipulated in the last sentence of Article 8.2 of these General Terms and Conditions, the Seller is obliged to pay the Buyer a contractual penalty in the amount of 0.2% of the outstanding amount for each day of delay.

6.6 The application of the contractual penalty does not affect the Buyer's right to reimbursement of the provably incurred damage in full. The paid contractual penalty is not included in the damages. The contractual penalty is payable no later than seven (7) days after the seller breaches the contractual obligation, the fulfilment of which is secured by the contractual penalty.

7. Withdrawal from the contract

7.1 The Buyer is also entitled to withdraw from the contract for the following reasons:

- the seller does not deliver the goods to the buyer correctly, on time, in the quality and quantity according to the contract.
- The seller does not deliver the goods to the buyer at the place specified in the contract.
- The seller does not deliver the goods to the buyer with the documents set out in the contract (order)
- The seller does not test the goods according to the purchase contract and/or according to the applicable legal, technical, or other regulations and standards.
- The seller's assets have been declared bankrupt, reorganisation has been approved, insolvency proceedings have been initiated that do not have the apparent character of a vexatious petition or have entered into liquidation or have lost the license to carry out business activities necessary for the performance of the contract under the applicable

regulations, or acts have been initiated that indicate the commencement of bankruptcy, composition proceedings, insolvency proceedings that do not have the apparent character of a vexatious petition or liquidation (in particular filing a petition for bankruptcy, settlement, insolvency petition). The seller is obliged to inform the buyer of this fact without delay.

- Payment of severance pay in the amount of 20% of the value of the purchase price.
- If the circumstances of force majeure on the part of the seller persist for at least 30 calendar days continuously before the delivery of the goods.
- The Seller breaches any of its obligations set out in clauses 9.2 and/or 9.3 of these General Terms and Conditions.
- The number of contractual penalties to which the seller is obliged will reach 12% of the value of the purchase price.

7.2 Withdrawal from the Contract does not terminate the Seller's obligation to pay the Buyer the contractual penalties to which the right to pay has arisen and to compensate for any damage and lost profit.

8. Indemnity

8.1 The Seller hereby declares that it is fully aware that the delivery of goods is one of the sub-deliveries of the whole for the general investor, another customer, or that it is a supply of goods for a complex of large-scale works, when failure to deliver the goods correctly and on time by the Seller may cause damage and loss of profit to both the Buyer and third parties, especially the buyer's customers.

8.2 The Seller declares that he is fully aware of the fact that in the event of his delay with the due and/or timely performance of the purchase contract (order), there may be a delay in the due and/or timely performance of the primary delivery, i.e. the entire main work or the main purchase contract (in the relationship between the buyer and the final customer – general investor), as a result of which the final customer – general investor may bill the buyer or indirectly through his customer, not only contractual penalties and possible damages, but also other financial compensation (costs of legal representation, insurance premiums, etc.).

Regarding the above fact, the seller undertakes to compensate the buyer for such damage in the full and unlimited amount based on the buyer's bill. A period of 30 days is agreed upon for the maturity of the amount claimed and/or for compensation for damage and/or lost profit.

8.3 The Seller is obliged to take all measures available to him to prevent damage and to keep any damage as minor as possible. The seller undertakes to compensate the buyer for all damage – material and non-material damage incurred because of the breach of his obligations arising from the purchase contract.

8.4 If the Seller causes damage to the Buyer or third parties by his breach of contractual or statutory obligations and/or by his other acts or omissions, the Seller is obliged to compensate both the Buyer and any third parties for the actual amount and lost profits, in the full unlimited amount in which the Buyer or a third party will claim and substantiate the claim for damages from the Seller.

9. Final and other provisions

9.1 It is possible to change, supplement or expand the text of the purchase contract (order) only in the form of written amendments numbered in ascending order, signed by both parties.

9.2 The Seller is not entitled to assign to a third party (assignee) any receivable arising from the purchase contract and/or to encumber the receivable against the buyer arising from the purchase contract with rights in favour of third parties, whether lien or retainer, without the prior written express consent of the Buyer. The seller is not entitled to unilaterally set off his claims against the buyer without the buyer's prior written express consent. Paragraph 9.2 shall remain applicable even after the termination of the obligation under the purchase contract, regardless of the manner in which the obligation is terminated.

9.3 The Seller undertakes not to provide third parties with documents, experience and knowledge gained from the Buyer based on the purchase contract, even after the termination of this contractual relationship. This obligation does not apply to information that has demonstrably become common knowledge without a breach of this obligation of secrecy.

The Seller acknowledges that the information contained in the documents and documents handed over, as well as all other information provided by the Buyer, may be confidential and of a business secret nature. The Seller acknowledges that confidential information includes all information and documents provided by the Buyer, unless they are marked as non-confidential or are not commonly available in public information sources.

The seller undertakes to maintain confidentiality and strict confidentiality of all documents and documents provided to him by the buyer and not to use them for any purpose other than to fulfil the obligations under the purchase contract, not to use them for his benefit, for the benefit of a third party or to the detriment of the buyer, or to disclose them to any other person and to do everything necessary to protect them and prevent their misuse. If the disclosure of confidential information to a third party is needed for the performance of obligations under the purchase contract. In that case, the seller may provide this information only with the prior written consent of the buyer, provided that the third party confirms in writing its obligation to maintain the confidentiality of the information disclosed to it as confidential. In the event of a breach of the seller's responsibility to maintain privacy and protect confidential information by its subcontractor, the seller is fully liable to the buyer for this breach.

9.4 The Seller is obliged to immediately notify the Buyer of any changes in its legal personality, e.g., merger or merger with another entity, transfer of obligations to a legal successor or a third party, as well as other facts that may affect the performance of the obligations under this Agreement. The buyer is entitled to transfer all rights and obligations arising from this contract to the new entity.

9.5 The Contract (Order) is governed by Czech law, which the Contracting Parties agree upon as the applicable law for the assessment of mutual rights and obligations. Czech law also governs all mutual rights and obligations of the contracting parties arising from breaches of contract, termination of obligations under contract, invalidity of contracts, and nullity of contracts.

The Contracting Parties exclude the application of the Vienna UN Convention on Contracts for the International Sale of Goods for the assessment and determination of rights and obligations arising from the contract (order).

All disputes arising from the contract (order) shall be resolved by the parties before the general court with subject-matter jurisdiction, the territorial jurisdiction of which will be determined by the place of the buyer's registered office on the date of filing the lawsuit.

České Budějovice, 01/04/2025