

General Terms and Conditions of EGE, spol. s r.o. for the Purchase of Goods

These General Terms and Conditions form an integral part of the purchase contract (purchase order) and shall apply in full unless the relevant purchase contract (purchase order) expressly provides otherwise in writing.

1. Subject Matter

1.1 The subject matter of the contractual relationship shall be defined by the purchase contract (purchase order) concluded between the contracting parties.

1.2 The delivery of documents relating to the subject matter of the Contract forms an integral part of the supply of the Goods, including delivery notes, warranty certificates, declarations or certificates of conformity, inspection certificates, test reports, certificates, commercial invoices and similar documents. The purchase contract (purchase order) and the commercial invoice must state at least the subject matter of the Contract, the purchase price or at least the method of determining it, the delivery date for the subject matter of the Contract, the delivery term under the applicable INCOTERMS, the due date of the purchase price and the identification of the contracting parties. In the case of legal entities, this includes the registered office address, company identification number, VAT identification number, details of registration in the Commercial Register or another register under the law pursuant to which the legal entity was established, the person authorised to act on behalf of the company or to issue the commercial invoice and that person's signature, as well as any other particulars required by applicable legal regulations.

2. Price of the Goods

2.1 The purchase price for the subject matter of the Contract shall be determined by agreement and stated in the purchase contract (purchase order). A Seller registered for value added tax shall charge VAT upon delivery in accordance with the regulations applicable at the time the invoice is issued. For the avoidance of doubt, the price stated in the purchase contract (purchase order) shall be final, fixed, complete, unchangeable and inclusive of VAT. The purchase price includes all costs relating to the delivery of the contractual supply, i.e. all costs that the Seller, acting with professional care, could have anticipated at the time the Contract was concluded, including in particular, but not limited to, packaging costs, transport, carriage and insurance costs to the place of performance, preparation of the required documentation, performance of required and/or requested tests, any customs duties and import charges, other administrative fees and similar costs.

3. Payment Terms

3.1 The Buyer undertakes to pay the purchase price against an invoice in accordance with the payment terms stated in the purchase contract (purchase order).

3.2 The Buyer is entitled to reject and return the invoice to the Seller if the invoice does not meet the requirements for a valid tax invoice, if the agreed price or agreed quantity has not been observed, or if the purchase contract (purchase order) or the invoice is incomplete within the meaning of Article 1.2 of these General Terms and Conditions.

3.3 If the invoice is returned to the Seller for completion or correction, the payment period shall not commence. In such case, the payment period for the invoiced amount shall commence on the date on which the Buyer receives a new, completed or corrected invoice that complies with the Contract (purchase order) and these General Terms and Conditions. The Buyer shall return any invoice that does not meet the requirements stipulated by this Contract or by applicable legal regulations within fifteen business days of receipt.

3.4 Unless otherwise agreed, the payment term shall be 60 days from the date of demonstrable receipt by the Buyer of a duly issued commercial invoice.

3.5 The Buyer shall not be in default in paying the invoice if, no later than on the last day of the invoice due period, the relevant amount has been debited from the Buyer's bank account in favour of the Seller's account.

3.6 The Buyer is entitled to pay the value added tax on behalf of the Seller directly to the Seller's tax authority under the special method of securing VAT payment pursuant to Section 109a of Act No. 235/2004 Coll., on Value Added Tax, as amended. The Buyer shall inform the Seller of this fact in writing. Any tax paid in this manner shall reduce

the Seller's receivable from the Buyer by the relevant tax amount, and the Seller shall not be entitled to require the Buyer to pay that amount.

4. Delivery Terms

4.1 The Seller is obliged to deliver the subject matter of the Contract in the quantity, quality and design specified in the purchase contract (purchase order), including all related documentation within the meaning of Article 1.2, on the date stated in the purchase contract (purchase order) and to the place of performance specified in the purchase contract (purchase order). If no place of performance is specified, the Seller shall be deemed to deliver the subject matter of the Contract to the Buyer's registered office. Transport costs and liability for damage to the subject matter of the Contract during transport shall be governed by the trade term under the applicable INCOTERMS specified in the Contract (purchase order). If the quality of the Goods to be supplied is not agreed in the purchase contract (purchase order), the Goods must have the properties specified by the Buyer and be fit for the purpose that must have been known to the Seller. In all cases, regardless of anything stated in the purchase contract (purchase order), the subject matter of the Contract must comply with the requirements laid down by legal regulations and technical standards applicable according to the intended use of the Goods under the Contract.

4.2 The Buyer is obliged to confirm to the Seller the acceptance of the duly and timely offered subject matter of the Contract, as well as the related documentation, on the delivery note or on another document, such as a handover and acceptance protocol. Upon acceptance of the subject matter of the Contract, the risk of damage to the subject matter of the Contract shall pass to the Buyer, unless the trade term under the applicable INCOTERMS provides otherwise. The Buyer shall acquire title to the Goods on the date of their acceptance at the place of performance.

4.3 The Buyer is entitled to refuse acceptance of any subject matter of the Contract that does not conform to the purchase contract (purchase order), as amended by these General Terms and Conditions. Acceptance of the subject matter of the Contract, even if it does not conform to the Contract, shall not prejudice the Buyer's rights arising from liability for defects, the quality warranty and the Seller's delay.

4.4 The Seller is obliged to pack the subject matter of the Contract or prepare it for transport in the manner specified in the purchase contract (purchase order), and in any event in a manner necessary for preservation, protection and prevention of deterioration of the Goods. The Seller shall state the quantity and method of disposal of the packaging on the delivery note.

4.5 The Seller undertakes to clear the subject matter of the Contract through customs unless the trade term under the applicable INCOTERMS provides otherwise.

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

5. Warranty Period and Liability for Defects in the Subject Matter of the Contract

5.1 The Seller grants a quality warranty for the delivered subject matter of the Contract for a period of 36 months, unless otherwise agreed in the purchase contract (purchase order), commencing on the date of acceptance of the subject matter of the Contract by the Buyer, i.e. on the date on which the Buyer confirms the delivery note. The Seller is liable for the subject matter of the Contract having, for the duration of the warranty period, the properties and quality stipulated in the purchase contract (purchase order), as amended by these General Terms and Conditions, and for conforming to the purchase contract (purchase order), as amended by these General Terms and Conditions. The Seller is responsible for the safety of the supplied material forming part of the Goods and its products, including responsibility for the protection of health and life and for environmental protection. The Seller also undertakes to observe the principles of quality management, environmental protection, and occupational health and safety as set out in ISO 9001, ISO 14001 and ISO 45001. The Buyer is entitled to request from the Seller information, documentation or other reasonable evidence demonstrating compliance with these requirements.

The Seller warrants to the Buyer that the Goods are free from material and legal defects, not only at the time the Goods are handed over. If this warranty by the Seller proves to be incorrect or untrue, the Seller shall bear all consequences and costs and shall compensate the Buyer for all damages and lost profit arising from such breach. In the event of any disputes arising from such infringement of rights, the Seller undertakes, at its own expense, to represent or defend the

Buyer if any claims are brought against the Buyer in or out of court by third parties. In connection with the foregoing, the Seller also represents that the Goods are not encumbered by any third-party rights, such as ownership rights, pledges, rights of retention or other rights in favour of third parties, and further represents that the Goods are not subject to enforcement or execution proceedings, that the Goods forming the subject matter of the Contract are owned by the Seller, that the Seller is entitled to dispose of them without restriction for the purpose of sale, and that the Goods are free from third-party rights arising from copyright, industrial property rights or other intellectual property rights to the Goods.

5.2 All defects occurring during the warranty period shall be remedied, at the Buyer's choice, by:

- i) repair of the Goods by the Seller or by a person designated by the Seller; or
- ii) delivery of replacement Goods by the Seller in exchange for the defective Goods; or
- iii) repair of the Goods by the Buyer or by a person designated by the Buyer; or
- iv) procurement and delivery of replacement Goods by the Buyer in exchange for the defective Goods; or
- v) reduction of the purchase price; or
- vi) withdrawal from the Contract.

The choice between the claims arising from defects during the warranty period shall belong to the Buyer.

If, during the warranty period, the Buyer chooses repair by the Seller or by a person designated by the Seller as the method for resolving a claim arising from defects in the Goods and the Goods have remediable defects, the Seller undertakes to repair those defects free of charge and without undue delay upon the Buyer's written, telephone, e-mail and/or fax notice, within ten days of delivery of such notice by the Buyer, at the place to which the Goods were delivered to the Buyer or at the final place of destination, if that place had to be known to the Seller at the time of delivery of the Goods, at the Buyer's option. If the complaint is justified, all related costs shall be borne by the Seller.

The Seller is obliged to commence repair work on remediable defects no later than 48 hours after delivery of the notice. The Seller shall document and hand over the completed repair of the complained-of or claimed defect to the Buyer by means of a handover protocol. The Seller shall provide a 36-month warranty for the performed defect repair or restoration; however, this warranty may not expire earlier than the warranty period for the entire subject matter of the Contract. If the Buyer elects to remedy defects in the Goods by repair, the Seller is also entitled to remedy the defect by delivering replacement Goods. In such case, the Seller shall provide the Buyer with a warranty for the replacement Goods for the duration of the warranty for the original Goods, commencing upon delivery of the replacement Goods.

If the Seller fails to remedy the defects in the Goods within 10 days from delivery of the notice, whether by repair or by delivery of replacement Goods, the Buyer is entitled to remedy the defects itself or through a third party, whether by repair or by delivery of replacement Goods. In such case, the Seller undertakes to reimburse the demonstrable costs incurred by the Buyer or by the third party selected by the Buyer to remedy the defects. Securing the remediation of defects in the Goods by substitute performance by the Buyer or by a third party selected by the Buyer shall not affect the Buyer's rights under the warranty for the Goods.

If repair of the Goods by the Seller or by a person designated by the Seller was chosen as the claim arising from defects in the Goods, the Buyer may, after the futile expiry of the period for remediation of defects by the Seller, instead of having the defects remedied by itself or by a third party, or if the Goods have defects that cannot be remedied by repair, assert against the Seller, at the Buyer's option, the claims arising from defects in the Goods listed above in clause 5.2 under items ii), iii), iv), v) or vi).

If, in such case, the Buyer chooses the claim for delivery of replacement Goods by the Seller in exchange for the defective Goods, the Seller is obliged to deliver the replacement Goods no later than fifteen days from delivery of the notice by the Buyer, as to the form of notice see items i) to iv) above. Upon delivery of the replacement Goods, a new warranty period shall commence from the beginning as stipulated in clause 5.1.

If the Seller fails to deliver replacement Goods in exchange for the defective Goods within the period stipulated above, the Buyer may, at its option, assert against the Seller the claims arising from defects in the Goods listed above in clause 5.2 under items iii), iv), v) or vi).

If remediation of the defect under item iii) or delivery of replacement Goods under item iv) of clause 5.2 was chosen as the claim arising from defects in the Goods, the Seller shall reimburse the Buyer for the demonstrable costs incurred by the Buyer or by the third party selected by the Buyer to remedy the defects. Securing the remediation of defects in those manners shall not affect the Buyer's warranty claim for the Goods. The Buyer is obliged to prove the defectiveness of the Goods to the Seller before commencing remediation of defects in those manners, unless there is a risk of damage arising as a result of delay in remedying the defects, and, in the case of delivery of replacement Goods, to return the defective Goods to the Seller.

The Seller undertakes to refund the purchase price to the Buyer in full no later than seven days from delivery of the withdrawal from the Contract and, at its own cost, to remove the subject matter of the Contract from the Buyer's registered office, from the place of performance agreed in the Contract (purchase order), or from the place where the subject matter of the Contract was operated at the end customer's site, at the Buyer's option, within five days from delivery of the withdrawal from the Contract.

The claim for a reduction of the price of the Goods shall be due within seven days from delivery of the payment request.

The Buyer shall notify the Seller of defects in the Goods by notice within 30 days of the date on which the Buyer discovers them.

Satisfaction of the Buyer's claims arising from liability for defects shall not affect the Buyer's claims for compensation for damage caused by defective performance.

6. Contractual Penalties

6.1 If the Seller fails to deliver the Goods specified in the Contract duly, completely and on time by the agreed deadline stated in the purchase contract (purchase order), or fails to deliver replacement Goods for defective Goods within the period specified in clause 5.2 of this Contract, the Seller undertakes to pay a contractual penalty of 0.1% of the purchase price of the Goods for each day of delay.

6.2 If the Seller fails to commence repair of remediable defects, where this claim arising from defects in the Goods has been chosen by the Buyer, no later than 48 hours after delivery of the Buyer's demonstrable notice, the Seller undertakes to pay a contractual penalty of 0.2% of the purchase price for each day of delay until the defects are fully remedied. If the Seller fails to remedy remediable defects within 10 days from delivery of the Buyer's demonstrable notice to remedy the defects, the Seller undertakes to pay a contractual penalty of 0.2% of the purchase price for each day of delay, commencing upon the futile expiry of 10 days from delivery of the demonstrable notice to remedy the defects and continuing until the defects are fully remedied by the Seller, by the Buyer or by a third party selected by the Buyer, or until the Buyer asserts a reduction of the purchase price.

6.3 If the Buyer withdraws from the Contract (purchase order) and the Seller fails to return to the Buyer the purchase price already paid or any part thereof within 7 calendar days from the Buyer's written notice of withdrawal from the Contract (purchase order), the Seller is obliged to pay the Buyer a contractual penalty of 0.2% of the outstanding amount for each day of delay in returning the purchase price. According to the parties' express will, this provision of the Contract shall survive termination of the Contract.

6.4 If the Seller breaches any obligation set out in clause 9.3 of these General Terms and Conditions, the Seller is obliged to pay the Buyer a contractual penalty of CZK 1,000,000 for each individual breach.

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

6.6 The assertion of a contractual penalty shall be without prejudice to the Buyer's right to compensation for demonstrably incurred damage in full. Any contractual penalty paid shall not be set off against damages. The contractual penalty shall be due no later than seven (7) days after the Seller breaches the contractual obligation 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 fails to deliver the Goods to the Buyer duly, on time, and in the quality and quantity specified in the Contract;
- the Seller fails to deliver the Goods to the Buyer at the place specified in the Contract;
- the Seller fails to deliver the Goods to the Buyer with the documents specified in the Contract (purchase order);
- the Seller fails to perform tests of the Goods under the purchase contract and/or under applicable legal, technical or other regulations and standards;
- bankruptcy has been declared over the Seller's assets, reorganisation has been approved, insolvency proceedings have been commenced that are not manifestly vexatious, or the Seller has entered into liquidation or has lost the authorisation to conduct business activities necessary for performance of the Contract under applicable regulations; or actions have been initiated indicating the commencement of bankruptcy, composition or insolvency proceedings that are not manifestly vexatious, or liquidation, including in particular the filing of a bankruptcy petition, composition petition or insolvency petition. The Seller is obliged to inform the Buyer of this fact without delay;
- upon payment of a withdrawal fee equal to 20% of the purchase price;
- if force majeure circumstances on the Seller's side continue uninterrupted for at least 30 calendar days before delivery of the Goods;
- the Seller breaches any of its obligations set out in clause 9.2 and/or clause 9.3 of these General Terms and Conditions;
- the aggregate amount of contractual penalties payable by the Seller reaches or exceeds 12% of the purchase price.

7.2 Withdrawal from the Contract shall not extinguish the Seller's obligation to pay the Buyer contractual penalties to which the Buyer has become entitled and to compensate any damage and lost profit.

8. Compensation for Damage

8.1 The Seller hereby declares that it is fully aware that the supply of the Goods constitutes a sub-delivery forming part of an overall project for the principal investor or another customer, or that it concerns the supply of Goods for a large-scale work package, and that failure by the Seller to deliver the Goods duly and on time may cause extensive damage and lost profit to the Buyer as well as to third parties, in particular the Buyer's customers.

8.2 The Seller declares that it is fully aware that, in the event of its delay in duly and/or timely performance under the purchase contract (purchase order), there may be a delay in due and/or timely performance of the primary supply, i.e. the entire main work or the main purchase contract in the relationship between the Buyer and the end customer or principal investor. As a result, the end customer or principal investor may charge to the Buyer, or indirectly through the Buyer's customer, not only contractual penalties and any compensation for damage, but also other financial compensation, such as legal representation costs, insurance premiums and similar costs.

In view of the above, the Seller undertakes, without further action and based on the Buyer's statement of account, to pay the Buyer for the damage so incurred in full and without limitation. The due period for the amount so asserted and/or for compensation for damage and/or lost profit shall be 30 days.

8.3 The Seller is obliged to take all measures available to it to prevent the occurrence of damage and to minimise any damage that may arise. The Seller undertakes to compensate the Buyer for all damage, including pecuniary and non-pecuniary harm, arising as a result of breach of its obligations under the purchase contract.

8.4 If the Seller causes damage to the Buyer or to third parties by breaching contractual or statutory obligations and/or by any other act or omission, the Seller is obliged to compensate both the Buyer and any third parties for the actual amount of such damage and lost profit, in full and without limitation, to the extent to which the Buyer or the third party asserts and substantiates the claim for compensation against the Seller.

9. Final and Other Provisions

9.1 The text of the purchase contract (purchase order) may be amended, supplemented or expanded only in the form of written, consecutively numbered amendments signed by both contracting parties.

9.2 Without the Buyer's prior express written consent, the Seller is not entitled to assign to any third party (assignee) any receivable arising from the purchase contract and/or to encumber in any way any receivable against the Buyer arising from the purchase contract with rights in favour of third parties, whether by pledge, retention or otherwise. Without the Buyer's prior express written consent, the Seller is not entitled to set off its receivables against the Buyer unilaterally. This clause 9.2 shall also apply after the obligation under the purchase contract has ceased, regardless of the manner in which such obligation ceased.

9.3 The Seller undertakes not to provide to third parties any materials, experience or knowledge obtained from the Buyer on the basis of the purchase contract, even after termination of this contractual relationship. This obligation shall not apply to information that has demonstrably become generally known without breach of this confidentiality obligation.

The Seller acknowledges that the information contained in the submitted materials and documents, as well as all other information provided by the Buyer, may be confidential and may constitute a trade secret. The Seller acknowledges that all information, materials and documents provided by the Buyer shall be confidential unless marked as non-confidential or unless they are commonly available from public information sources.

The Seller undertakes to maintain confidentiality and the strictly confidential nature of all materials and documents provided to it by the Buyer, not to use them for any purpose other than performance of its obligations under the purchase contract, not to use them for its own benefit, for the benefit of a third party or to the detriment of the Buyer, not to disclose them to any other person, and to take all necessary measures to protect them and prevent their misuse. If disclosure of confidential information to a third party is necessary for performance of obligations under the purchase contract, the Seller may provide such information only with the Buyer's prior written consent and provided that the third party confirms in writing its obligation to maintain confidentiality and the confidential nature of the information disclosed to it as confidential. In the event of breach of the confidentiality obligation and the obligation to protect confidential information by the Seller's subcontractor, the Seller shall be fully liable to the Buyer for such breach.

9.4 The Seller is obliged to notify the Buyer without delay of any changes relating to the Seller's legal status, such as merger or consolidation with another entity, transfer of obligations to a legal successor or third party, as well as any other facts that may affect the performance of obligations under this Contract. The Buyer is entitled to transfer all rights and obligations arising from this Contract to a new entity.

9.5 The Contract (purchase order) shall be governed by the laws of the Czech Republic, which the contracting parties agree as the governing law for the assessment of their mutual rights and obligations. The laws of the Czech Republic shall also govern all mutual rights and obligations of the contracting parties arising from breach of the Contract, termination of the obligation under the Contract, invalidity of the Contract and nullity of the Contract.

For the assessment and determination of rights and obligations under the Contract (purchase order), the contracting parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The contracting parties shall resolve all disputes arising from the Contract (purchase order) before the competent ordinary court with subject-matter jurisdiction, with local jurisdiction determined by the Buyer's registered office as at the date the action is filed.

České Budějovice, 13 July 2026