

## SICO silicone s.r.o. General Conditions of Sale

### 1. Recitals

- 1.1. These General Conditions of Sale (hereinafter referred to as "**Conditions**") regulate the mutual rights and obligations of SICO silicone s.r.o., with registered office at Náchodská 449, 549 32 Velké Poříčí, ID No. 25931431, registered in the Commercial Register administered by the Regional Court in Hradec Králové, Section C, Insert 15541, (hereinafter referred to as the "**Seller**") and the Buyer (hereinafter referred to as "**Buyer**"), which arise from the sale of goods by the Seller to the Buyer (hereinafter referred to as the "**Goods**").
- 1.2. These Conditions apply to all contractual relationships established between the Seller and the Buyer in connection with the sale of Seller's Goods to the Buyer. The application of the Buyer's commercial terms and conditions is excluded.

### 2. Order and conclusion of purchase agreement

- 2.1. The Seller enables the Buyer to place an order for Goods by e-mail or fax (hereinafter referred to as the "**Order**").
- 2.2. The Buyer's order delivered to the Seller is binding for the Buyer.
- 2.3. Confirmation of the Buyer's Order by the Seller shall be deemed to constitute the conclusion of a purchase agreement (hereinafter referred to as the "**Agreement**"), of which these Conditions form an integral part. The Order is considered confirmed upon its confirmation by the Seller, either by e-mail or by telephone, when the Seller confirms the contents of the Order, in particular the type of Goods, the number of pieces, the price for the Goods and the method and expected date of Goods availability for collection.
- 2.4. In case of Order confirmation by the Seller, the Buyer cannot unilaterally change or cancel the Order without the express written consent of the Seller. If the Buyer requests cancellation and the Seller agrees to such cancellation in writing, the Seller may require the Buyer to pay any additional costs incurred by the Seller as a result of the Order cancellation.

### 3. Prices and payment terms

- 3.1. The purchase price for the Goods shall be determined by the Seller for each Buyer on the basis of the Seller's price list or quotation.
- 3.2. Prices are exclusive of value added tax, packaging, insurance and any shipping costs, unless otherwise agreed.
- 3.3. If payment of the purchase price has been agreed to take place after Goods acceptance, such price will be paid on the basis of a tax document - invoice payable within 17 days from the date of its issue, unless a different maturity period is agreed. In the event of default with payment of the purchase price, the Buyer undertakes to pay to the Seller a contractual penalty of 0.05 % of the amount due for each day of default. The right to compensation is not affected by the payment of the contractual penalty.
- 3.4. Due dates are considered to be met, if the proper sum is credited to the Seller's account specified on the relevant invoice within those periods.
- 3.5. The Seller shall be entitled to set off the Buyer's payments against older invoiced items due, including accrued default interest and contractual penalties and other costs, in the order of costs, contractual penalties, default interest, principal. If the Buyer has multiple debts to the Seller from different transactions, the Seller determines which debts the Buyer's payments are to be set off against.
- 3.6. In the event of non-payment of the invoice by the due date, the Seller may ask the Buyer to return the Goods and the Buyer undertakes to return the Goods to the Seller.
- 3.7. The Buyer shall not be entitled to set-off, withhold or reduce the purchase price, even in the event of the exercise of rights arising from defects in the Goods or any other counterclaims without the prior written consent of the Seller.

### 4. Delivery terms

- 4.1. The place of performance shall be the Seller's registered office and the delivery conditions under the EX WORKS clause specified in INCOTERMS 2010 shall apply unless otherwise agreed.
- 4.2. Ownership of the Goods is transferred to the Buyer only upon full payment of the purchase price of the Goods. The risk of damage to the Goods shall pass to the Buyer at the moment when the Buyer is allowed to take over the Goods.
- 4.3. The Buyer undertakes to take the Goods over and to confirm its acceptance on the delivery note or other document of the Seller or carrier.

- 4.4. The Buyer may not reject the Goods, unless this is prevented by a discrepancy between the information on the invoice and the Goods actually delivered.
- 4.5. If the Buyer fails to accept the delivery of the agreed Goods on the delivery date, the Goods will be stored by the Seller and the Buyer is obliged to pay to the Seller a storage fee of 0.1% of the price of the uncollected Goods for each day of storage.

## 5. Delay

- 5.1. If the Seller is unable to perform its obligations towards the Buyer in a timely manner due to the delay of its supplier and if it notifies the Buyer before the expected date of the Goods readiness for collection, this situation shall not be considered Seller's delay.
- 5.2. If the Seller is unable to meet the expected date of Goods readiness for collection demonstrably due to an event of Force Majeure (e.g. state intervention, war measures, strike, operational, transport and energy failures, etc.) and notifies the Buyer of the occurrence of Force Majeure without delay, the expected date of the Goods readiness for collection shall be postponed for the duration of the Force Majeure into the future.
- 5.3. If the Goods is not ready for collection by the Buyer within 15 working days from the expected date of the Goods readiness for collection communicated to the Buyer, the Buyer has the right to demand a contractual penalty from the day following after the expected date of the Goods readiness for collection. The contractual penalty shall amount to 0.5 % of the purchase price of the Goods for each full week of delay. The amount of the contractual penalty shall not exceed 2.5 % of the total purchase price of the Goods under the specific Agreement. If there is a delay in delivery of only a part of the Goods according to a specific Agreement, the contractual penalty will be calculated from the part of the purchase price corresponding to the undelivered part of the Goods. The contractual penalty is payable upon written request of the Buyer. The Buyer is obliged to exercise its right to the contractual penalty in writing within thirty (30) days from the expected date of the Goods readiness for collection, otherwise its right to the contractual penalty expires.
- 5.4. If the delay with delivery of the Goods is of such a magnitude that the Buyer shall be entitled to claim the contractual penalty in the maximum amount as set out in the preceding paragraph and if the Goods is not delivered, the Buyer shall be entitled to submit a written demand for Goods delivery within a final reasonable period of not less than eight (8) weeks. If the Seller fails to deliver the Goods within such final period due to circumstances for which the Buyer is not responsible, the Buyer will be entitled to withdraw from the specific Agreement in writing. If the Buyer withdraws from the particular Agreement, the Buyer will be entitled to compensation for direct costs incurred as a result of the Seller's delay. The total compensation, including the contractual penalty under the preceding paragraph, shall not exceed 5 % of the purchase price of the Goods not delivered under the particular Agreement.
- 5.5. If the Buyer has failed to pay the obligations from previous deliveries to the Seller or to entities with which the Seller is capital linked, or if the Buyer is in liquidation, if the Buyer has been ordered to execution, if insolvency proceedings have been commenced against the Buyer or if there is a reasonable apprehension that the Buyer will fail to meet its obligations (even those still outstanding), the Seller reserves the right to suspend the performance of further deliveries until the Buyer's obligations towards the Seller are fully paid. In this case, the Buyer is not entitled to claim a penalty for late performance.
- 5.6. If the Buyer's failure to meet its obligations towards the Seller is repeated, or if the Buyer is in default with the payment of multiple invoices, such situation will be considered a material breach of the Agreement and the Seller reserves the right to change the payment terms so that the Seller's deliveries to the Buyer will be made against advance payment, payment on delivery or payment in cash. In this case, the method of payment shall be determined by the Seller.

## 6. Packaging and Quality of the Goods

- 6.1. Unless otherwise expressly agreed, the Goods will be packed in the usual manner to prevent damage to the Goods during transit.
- 6.2. If the Goods is to be transported in returnable packaging by virtue of its nature, the Seller shall be entitled to invoice for such packaging together with the price for the Goods delivered under the particular Agreement. In this case, the Buyer is entitled to return the packaging or means of transport to the Seller at its own expense. The Seller is obliged to take back such packaging or means of transport if they are returned to them within 6 months of the delivery of the Goods and if they are usable and correspond to the condition at the time of delivery and pay the Buyer the same price for which they were invoiced by the Seller. The Buyer is obliged to treat the returnable packaging

properly, in particular to return it to the Seller empty and clean. Returnable packaging and means of transport shall be returned by the Buyer to the place from where the delivery was dispatched.

- 6.3. The quality characteristics of the Goods in question, such as technical parameters, design, appearance, etc., are specified in the quotation or – for standard manufactured Goods – in the applicable ČSN and PN standards and the Goods shall be delivered in standard quality corresponding to these standards.
- 6.4. Non-standard Goods manufactured on the groundwork of individual requirements of the Buyer or according to its drawing documentation, are manufactured in the parameters and design determined by the submitted drawing and other documentation of the Buyer, contractually agreed between the Seller and the Buyer. The Seller reserves the right to apply manufacturing and material deviations in the design, provided that this does not affect the quality and declared properties critical to the functionality of the Goods.

## 7. Faulty performance and claims

- 7.1. The Seller shall be liable to the Buyer for defects of the Goods pursuant to Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the “**Civil Code**”).
- 7.2. The Buyer is obliged to inspect the Goods upon receipt. If mechanical damage to the packaging or Goods is detected, a record of damaged shipment must be drawn-up and confirmed by the Seller. The Buyer is obliged to proceed in this way also when a quantity difference in the ordered Goods is discovered. By signing the delivery note or invoice, the Buyer agrees to accept the Goods and confirms that they have accepted the Goods without obvious defects and in the quantity stated in the delivery note or invoice.
- 7.3. If the Buyer discovers a defect in the Goods after receipt, it is obliged to notify the Seller of the defect immediately. Any claim for delivery of the Goods must be made by the Buyer in writing without an undue delay after discovery of the defect. Oral or telephone claims will not be taken into account.
- 7.4. Each claim must include at least:
  - identification details of the Buyer (company name, registration number, registered office),
  - specification of the claimed Goods,
  - description of the claimed defect,
  - photographs of the defect or defective samples, a copy of the attestation (quality certificate) if supplied with the Goods, and the delivery note for the relevant shipment of the Goods,
  - date of claim and signature.
- 7.5. In the event of acceptance of a claim for irremediable defects, the Seller shall replace the defective Goods with new, faultless Goods. In case of an accepted claim for removable defects, the Buyer is entitled to free repair of the Goods or to a reasonable discount from the purchase price.
- 7.6. The Seller reserves the right to carry out a physical inspection of the claimed Goods by its employees or authorized persons for a possible assessment of the legitimacy of the claim.
- 7.7. The Seller is entitled to compensation for costs in case of an unjustified claim or repeated unjustified claim, which can be assumed to be an abuse of rights by the Buyer.

## 8. Quality warranty

- 8.1. The Seller provides a quality warranty for the Goods for a period of 6 months from the date of Goods delivery to the Buyer.
- 8.2. The quality warranty does not cover defects arising from the Buyer's (or a third party's) unprofessional intervention, defects arising from improper storage of the Goods, wear and tear of the Goods caused by operation, improper or excessive use or use on improper equipment, or damage caused by exposure of the Goods to unreasonable mechanical, chemical or thermal influences. The storage of rubber products is subject to the provisions of ČSN 63 0001 standard.

## 9. Personal data protection and confidentiality

- 9.1. The Seller as a personal data controller within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter only the “**GDPR**”) shall process personal data obtained from the Buyer and its representatives in the course of negotiations on the conclusion and performance of the Agreement in accordance with the rules set out in the GDPR and in accordance with these Conditions.
- 9.2. The Seller processes personal data of the Buyer, its agents, employees, associates or members of the Buyer's statutory bodies (hereinafter only the “**Buyer's Staff**”), in particular: (i) identification data (in particular name and surname, position) and (ii) contact data (in particular e-mail address and

telephone number), (iii) data to the extent necessary for delivery of the Goods, insurance or payment of the purchase price under the Agreement.

- 9.3. The Seller shall process the personal data of the Buyer's Staff to the extent necessary for the performance of its obligations under the Agreement, the exercise of its rights, the performance of its legal obligations and related business communications with the Buyer. The Seller will process the personal data of the Buyer's Staff for the duration of the business relationship.
- 9.4. In connection with processing of the personal data of the Buyer's Staff according to the Agreement, the Seller declares that (i) it will process such personal data in accordance with GDPR requirements; (ii) it will enable the Buyer's Staff to exercise their rights under GDPR; (iii) it will ensure the confidentiality of persons processing such personal data; and (iv) all personal data of the Buyer's Staff will be erased after the termination of the processing purposes under these conditions.
- 9.5. The Buyer undertakes to: (i) to inform the Buyer's Staff about the processing of their personal data by the Seller in connection with the conclusion and performance of the Agreement under these Conditions, including their related rights as data subjects under the GDPR; (ii) to inform the Seller in the event of a change in the Buyer's Staff or their personal data communicated to the Seller.
- 9.6. The Buyer is obliged to maintain confidentiality of all facts that are or will be disclosed, transmitted, communicated or otherwise known to the Buyer on the basis of or in connection with the Agreement or the contractual relationship established by it, in particular all facts concerning the Seller, its employees and customers, the technical and organizational facts of the Seller or its customers, the business relations and balance situation of the Seller and its customers, as well as the orders carried out by the Seller, the manner, scope and content of such orders, and undertakes not to disclose or make available to third parties and/or to use such facts and information for its own benefit or for the benefit of third parties. These obligations shall survive the termination of the Agreement.
- 9.7. The obligation to maintain confidentiality under the preceding paragraph of these Conditions also applies to all facts falling within the scope of trade secrets within the meaning of Section 504 of the Civil Code, i.e. in particular to all facts of a commercial, manufacturing and technical nature in tangible or intangible form related to the Seller and its customers, its know-how, its technical solutions, strategic plans, business plans and balances, designs and procedures, or, as the case may be, all other facts relating to the Seller and/or its customers that have an actual or at least potential material or immaterial value for the Seller and/or for its customers.
- 9.8. All technical documents, drawings, molds, samples, as well as other industrial or copyrights are the intellectual property of the Seller and in the case of their provision to the Buyer, the Buyer may use them only for the purpose agreed in writing between the Seller and the Buyer. None of these rights shall pass to the Buyer unless otherwise agreed in writing.
- 9.9. In the event that the Seller delivers Goods made according to drawings, models or samples provided to it by the Buyer, the Buyer is responsible for the fact that the manufacture and delivery of such Goods does not infringe the intellectual property rights of third parties. Should a third party claim damages against the Seller due to infringement of its intellectual property rights, the Buyer is obliged to indemnify the Seller for all damages and related costs.

## 10. Change of the Conditions

- 10.1. The Buyer acknowledges that with respect to the Seller's efforts to improve the quality and extent of the provided Goods, changes and development of legal rules and the business policy of the Seller, the Seller has the right, if not otherwise agreed with the Buyer, to unilaterally change these Conditions always effective as of the 1st day of any calendar month, with the new wording of the Conditions to be also published on the Seller's web page as on the 1st day of the preceding calendar month at the latest. The Buyer undertakes to get acquainted with the current versions of the Conditions and their possible changes on the Seller's website on the 1st day of the respective calendar month.

## 11. Other provisions

- 11.1. The Buyer undertakes to immediately notify the Seller of any changes concerning its business authorization, tax obligations (in particular change of VAT identification number and tax administrator), its bank connection and the occurrence of insolvency.
- 11.2. In the case when the Goods will be delivered abroad and the transport of the Goods outside the territory of the Czech Republic will be provided by the Buyer, or its contractual carrier, the Buyer is obliged to provide the Seller with a written confirmation that the delivery of the Goods has actually left the territory of the Czech Republic within 30 days from the date of dispatch of the Goods from the Seller's warehouse.

Written confirmation means a CMR waybill, a delivery note with confirmation of the recipient's country or a written affidavit of the Buyer or other authorized person (carrier) that the Goods have been physically transported outside the Czech Republic. In the event of the Buyer's failure to meet this obligation, the Buyer undertakes to pay the Seller a contractual penalty in the amount corresponding to the amount of value added tax under the relevant legislation on the total price of the subject delivery of Goods under the Partial Purchase Agreement, which should have been delivered outside the Czech Republic. In the event of the Seller being assessed value added tax by the relevant tax administrator due to lack of evidence on the part of the Buyer that the Goods have physically left the territory of the Czech Republic, the Buyer is then obliged to pay to the Seller all interest and penalties assessed by the tax administrator in addition to the contractual penalty referred to in the previous sentence.

- 11.3. The Seller may require the Buyer to provide a confirmation that the delivery of the Goods has left the territory of the Czech Republic even retrospectively, not later than 4 years from the delivery of the Goods to the Buyer or its carrier.

## 12. Final provisions

- 12.1. These Conditions, as well as the Agreement, are governed by Czech law, in particular by the Civil Code. Applicability of the United Nations Convention on Contracts for the International Sale of Goods is excluded. All disputes arising out of or relating to the Agreement shall be brought before the competent civil court in the place where the Seller has its registered office.
- 12.2. The Buyer assumes the risk of a change of circumstances in terms of Section 1765(2) of the Civil Code.
- 12.3. The Buyer is not entitled to assign its claims against the Seller arising from specific Agreements to a third party without the prior written consent of the Seller. The Buyer is not entitled to assign its rights and obligations under specific Agreements or any part thereof to a third party without the prior written consent of the Seller.
- 12.4. The Seller shall be entitled to claim any compensation for damages, regardless of whether it is covered by default interest or a contractual penalty.
- 12.5. The Buyer shall not be entitled to unilaterally set off any of its claims after the Seller against any of its obligations towards the Seller under the Agreement.
- 12.6. In the event that any provision of these Conditions is rendered invalid, apparent, ineffective or unenforceable in whole or in part, but would be valid, effective and enforceable if part of it were deleted, that provision, or part thereof, shall be deemed deleted to the extent necessary to make these Conditions valid, effective and enforceable as a whole, while preserving as nearly as possible the original economic meaning of the particular provision. In such event, the Seller shall replace such invalid, apparent, ineffective or unenforceable provision with the provision that best meets the intent of such invalid, apparent, ineffective or unenforceable provision.
- 12.7. These Conditions have been approved by SICO silicone s.r.o. and shall take effect on 1 November 2021.