

General Purchasing Terms and Conditions of SICO silicone s.r.o.

1. Introductory Provisions

- 1.1. These General Purchasing Terms and Conditions ("**Terms and Conditions**") regulate the mutual rights and obligations of SICO silicone s.r.o., ID No.: 25931431, with its registered office at Náchodská 449, 549 32 Velké Poříčí, file number C 15541 registered at the Regional Court in Hradec Králové ("**Purchaser**") and the supplier ("**Supplier**"), which arise during the delivery of Parts and/or Tools, as defined below, by the Supplier to the Purchaser.
- 1.2. These Terms and Conditions shall apply to all contractual relationships established between the Purchaser and the Supplier in connection with the delivery of Parts and/or Tools, as defined below, by the Supplier to the Purchaser. The application of the Supplier's commercial terms and conditions is excluded.

2. Definitions

- 2.1. Unless otherwise agreed, in the Contract (including its Annexes) and these Terms and Conditions, the following terms have the following meanings:
 - "**Parts**" means parts, systems, components, or raw materials that the Purchaser orders and the Supplier supplies to the Purchaser.
 - Supplier** means the Party to a Contract that supplies or intends to deliver Parts to the Purchaser.
 - "**Product Recall Campaign**" means any activity which the Purchaser initiates with respect to Products with the aim of addressing quality or safety issues, compliance with legal requirements or customer interests. The Product Recall Campaign includes but is not limited to product recalls and service campaigns.
 - "**Purchaser**" or "**SICO silicone**" means SICO silicone s.r.o., ID No.: 25931431, with its registered office at Náchodská 449, 549 32 Velké Poříčí, Czech Republic.
 - "**Purchase Order**" is a document, in paper or electronic form, issued by the Purchaser to the Supplier for the purchase of Parts.
 - "**Tools**" means any and all tools, inventory, matrices, moulds, models and/or other equipment, including related software, specifically manufactured or adapted for manufacture or quality control of Parts.
 - "**Order**" means a Purchase Order or a Tools Order.
 - "**Tools Order**" is a document, in paper or electronic form, issued by the Purchaser to the Supplier for the purchase of Tools.
 - "**Delivery Plan**" is a document, whether in electronic form or on paper, that sets out the quantities and delivery dates and other information related to the delivery of Parts, which the Purchaser is expected to require delivery of within a certain period.
 - "**SICO silicone Portal**" means the internet domain <http://www.sicosilicone.cz> or other domains that may replace the SICO silicone Portal.
 - "**SICO silicone Procedures**" means any procedures or instructions issued by the Purchaser or published on the SICO silicone Portal.
 - Intellectual Property Rights** means trademarks, patents, copyright, know-how, trade secrets, industrial design, and other similar intellectual property rights.
 - "**Contract**" is the contractual relationship between the Purchaser and the Supplier, under which the Supplier delivers Parts and/or Tools to the Purchaser.
 - "**Party**" or "**Parties**" means the Parties to the Contract.
 - "**Technical Specification**" means documentation provided or referred to by the Purchaser which describes the substantial characteristics of Parts and/or Tools, their shape, function, and/or any other requirement on Parts and/or Tools.
 - "**Product**" means the product into which Parts are incorporated or are intended to be incorporated.

3. Contract Execution

- 3.1. The Contract between the Purchaser and the Supplier is concluded on the basis of (i) a separate written contract (ii) the Purchaser's Order accepted by the Supplier and/or (iii) the Supplier's offer accepted by the Purchaser.
- 3.2. These Terms and Conditions are an integral part of the Contract. If the Purchaser's Order is not confirmed by the Supplier and/or the Supplier's offer is not confirmed by the Purchaser within 10 working days of its receipt, the Order and/or the offer shall be deemed not to have resulted in the conclusion of the Contract.
- 3.3. In the event of a conflict between the Contract and these Terms and Conditions, the provisions of the Contract shall prevail. In the event of a conflict between the Contract and the Technical Specification, the provisions in the Technical Specification shall prevail.

4. Non-Exclusive Supplies

- 4.1. The Supplier is not the exclusive supplier of the Parts.

5. Information

- 5.1. The Supplier shall provide the Purchaser on regular basis with such information that may be of importance for the Purchaser in order to evaluate the relationship with the Supplier and/or such information that the Purchaser reasonably may request, including but not limited to any information about the Parts and/or the Supplier that may be needed for provision to relevant authorities for the purpose of importing or exporting the Parts.
- 5.2. If the Supplier enters into liquidation, is under distraint, insolvent, or has insolvency proceedings initiated against it, it shall immediately inform the Purchaser thereof.

6. Compliance with Contractual Documentation

- 6.1. The Supplier supplies Parts and/or Tools in accordance with the Technical Specifications and terms of the Contract.
- 6.2. The Purchaser reserves the right to change the Technical Specifications. Any change in price or other conditions resulting from this must be agreed upon in writing prior to the commencement of delivery of Parts by the Supplier and/or modification of Tools by the Supplier.

7. Ordered Quantity and Capacity, Supplies and Compensation for Canceled Purchases

- 7.1. The Purchaser usually issues Delivery Plan(s) for the delivery of Parts. Firm requests for delivery of Parts, including the fixing of the exact quantity and delivery time, are determined either as part of the Delivery Plan, if explicitly stated, or in the Contract.
- 7.2. Any quantity included in the Delivery Plan that exceeds what is a firm request for delivery of Parts shall be considered a forecast only and shall not be binding for the Purchaser. However, the Supplier is obliged to maintain such production and delivery capacity so that deliveries can be made in accordance with the forecast quantity specified in the Delivery Plan.
- 7.3. The Supplier shall immediately inform the Purchaser if there is a danger of non-compliance with the current Delivery Plan issued by the Purchaser. Recognizing that time is of the essence, the Supplier will take all necessary actions, both ordinary and extraordinary, to ensure timely deliveries.
- 7.4. If the Supplier is unable to deliver the Parts on time, the Purchaser is entitled to (i) completely or partly withdraw from the Contract for the purchase of the Parts which the Purchaser will consider unnecessary due to the delay in delivery, and (ii) make substitute purchases from other suppliers. The Supplier shall indemnify the Purchaser for damage caused by the late delivery.
- 7.5. In addition to the compensation for damage, the Supplier is obliged to pay a contractual penalty for late delivery, the amount of which is determined by the value of the entire late delivery, except in cases where the parties agree in writing on alternative delivery dates. The amount of the contractual penalty is set at 0.05% of the delivery price for each day of delay, up to a maximum of 5% of the delivery value. Payment of the contractual penalty does not relieve the Supplier from the obligation to compensate for all damages arising from late delivery and the obligation to deliver the Parts.
- 7.6. The Purchaser is entitled to unilaterally cancel the Contract or any part thereof at any time. In such case, the Purchaser is obliged to compensate the Supplier for the actual damage associated with the cancellation of the Contract or part thereof. The Supplier is not entitled to claim compensation for actual damages if the Parts or components, semi-finished products, or raw materials intended for the production of Parts can be used for other deliveries to the Purchaser or a third party. The Purchaser's obligation to compensate for actual damages due to the cancellation of the Contract or its part is conditional upon the submission of a written request with a calculation of claims within six (6) weeks from the date on which the Supplier could determine the amount of actual damages in relation to the delivery that was cancelled, but no later than three (3) months from the date on which the Contract or its part was cancelled.
- 7.7. Unless otherwise agreed, the Supplier shall bear the danger of damage to or loss of the Parts until the moment of their delivery to the Purchaser.

8. Price and Payment Terms

- 8.1. The price for Parts and Tools is set out in the Contract.
- 8.2. The due date for invoices is set at 60 days from the date of their delivery to the Purchaser, and the default interest shall not exceed 0.01% for each day of delay.
- 8.3. The price set out in the Contract, taking into account Section 8.4 of these Terms and Conditions, shall apply until the Parties agree in writing on a new price. Unless otherwise

agreed in writing, the price set for the Parts is the final price, including all taxes, duties, fees, etc. in the country of origin of the Parts.

- 8.4. During the term of the Contract, the Supplier shall provide the Parts that are competitive in relation to price, quality, delivery dates, and technical parameters. If the Purchaser determines that the Supplier's delivery of Parts is no longer competitive in terms of price, quality, lead times, and/or technical parameters of the Parts, the Purchaser shall provide the Supplier with information supporting its conviction. The Supplier and the Purchaser shall discuss in good faith how to make the Parts competitive. For this purpose, the Supplier undertakes to provide a full breakdown of costs (including the price of labor, material, and depreciation) and the price of all essential components of the Parts.
- 8.5. The Supplier and the Purchaser agree to jointly utilize opportunities to reduce the production prices throughout the term of the Contract and will reflect these opportunities in the reduction of Part prices.

9. Delivery Terms

- 9.1. The binding delivery date is set out in the Contract or the Delivery Plan, if expressly stated.
- 9.2. The place of delivery is the Purchaser's registered office and the delivery terms according to the DAP clause (Incoterms 2020) shall apply unless otherwise agreed.
- 9.3. The Supplier shall pack the Parts in accordance with the instructions issued by the Purchaser.
- 9.4. Unless otherwise agreed in the Contract, the ownership right to the Parts transfers to the Purchaser upon delivery to the place of delivery, which is the unloading ramp at the place designated by the Purchaser for receipt of the goods. The delivery note shall be considered as a document necessary for the proper acceptance of the Parts and must contain the following information: the business names of the Supplier and the Purchaser, their addresses, the Purchaser's Contract/Order number, the date of shipment, the delivery note number, the quantity of Parts, the type and number of packages, the Supplier's stamp and signature, the license plate of the carrier's vehicle.

10. Quality Warranty

- 10.1. The Supplier provides a quality warranty for a period of two years (unless a longer period is agreed) from the date of delivery of the Parts to the end user. In the case of delivery of Parts to be used for the manufacture of or for use in products sold in the United States of America, the warranty period shall be three years from the date of delivery of such products to the end user, unless otherwise agreed.
- 10.2. Supplier also represents that all Parts delivered under the Contract (i) conform to the Technical Specification and all samples approved by Purchaser; (ii) are free from legal defects, defects in materials, workmanship, manufacture; and (iii) are suitable and sufficient for their intended use.
- 10.3. The Supplier is obliged to inform the Purchaser in case of discovery or suspected delivery of a defective Part to the Purchaser.
- 10.4. The Supplier is obliged to verify that it has received all information about the intended use of the Parts and other products affecting the Parts. The Purchaser shall provide, upon the Supplier's request, all information that the Purchaser, in its sole discretion, deems substantial for the development and/or manufacture of the Parts.
- 10.5. The Supplier acknowledges that the Parts are supplied to the automotive industry and must therefore comply with the relevant quality standards (ISO, QS, TS, VDA, IMDS) and agrees to a quality audit conducted by the Purchaser or the Purchaser's customer at any time upon the Purchaser's request with a notice period of 5 days.
- 10.6. The Supplier undertakes to supply the Parts even after the termination of mass production of such Parts, for a period of 10 years; the Purchaser shall inform the Supplier in writing about the termination of mass production.

11. Liability for Defects or Other Non-Compliant Deliveries

- 11.1. In the event that the Parts do not meet the requirements set out in Section 10 of these Terms and Conditions, then the Purchaser shall be entitled to (i) require immediate repair, or (ii) require immediate replacement of the defective Parts.
- 11.2. If the defective Parts cannot be repaired or replaced without an undue delay, or if there is a risk of limitation or stoppage of the Purchaser's production, the Purchaser shall be entitled, without needing the Supplier's consent, to make the necessary repair work or make replacement purchases from other suppliers at the Supplier's expense.
- 11.3. In addition to what is set out above in Sections 11.1 and 11.2 of these Terms, and Conditions, the Supplier shall indemnify the Purchaser for any loss or damage arising from or relating to the supply of defective goods, including but not limited to the costs (including reasonable legal

- costs) of any Product Recall Campaign, labor, replacement, assembly and disassembly, examination and analysis, scrapping, and transportation to the Purchaser and/or end users.
- 11.4. If the Purchaser deems it necessary due to the delivery of defective Parts, the Purchaser is entitled, after notifying the Supplier, to inspect all Parts of the same kind delivered by the Supplier at the Supplier's expense, even without the Supplier's presence, if the Supplier does not respond to the notification within 48 hours. This notification must include a description of the nature of the defect, as well as the time and place of the inspection.
 - 11.5. In the event that the delivery does not contain the quantity specified in the Contract, the Purchaser shall be entitled to demand immediate remedy and the Supplier shall be obliged to reimburse the Purchaser for all costs arising from the delay or failure to deliver or the costs related thereto. If the Supplier delivers a quantity that exceeds the ordered amount by 5% or delivers it earlier than the delivery period without the prior written consent of the Purchaser, the Purchaser is not obliged to accept such delivery and is entitled to return any excess or prematurely delivered quantity to the Supplier at the Supplier's expense and/or demand compensation for costs associated with storage.
 - 11.6. Delivery of a quantity lower by more than 5%, or the absence of required documents (certificates, etc.) is considered a substantial breach of delivery conditions, or the Contract, and the Supplier has the right, under the same conditions as stated in Section 11.8 of these Terms and Conditions, to withdraw from the Contract, or part thereof.
 - 11.7. The fact that the Purchaser accepts Parts that are non-compliant with the terms of the Contract does not relieve the Supplier of its obligations to correct such non-compliance, nor does it prevent the Purchaser from exercising any remedies under the Contract.
 - 11.8. In the event that the Supplier breaches the provisions of Section 10.2 and/or Section 8.4 of these Terms and Conditions and the Parties do not reach an agreement within 30 days from the Purchaser's notification, the Purchaser is entitled to withdraw from the Contract, or the part thereof, which pertains to the specific Part.

12. Responsibility for Tools

- 12.1. The Supplier undertakes that the Tools delivered to the Purchaser (i) shall conform to the Technical Specification, if issued; (ii) shall comply with the Contract and shall be free from any defect in ownership rights, material, workmanship, manufacture, and design; and (iii) shall be fit for the intended purpose.
- 12.2. The Supplier agrees to maintain all Tools required for the manufacture or testing of Parts supplied to the automotive industry in perfect condition throughout the period of mass production and for the duration specified in Section 10.6 of these Terms and Conditions.

13. Supplier's Production

- 13.1. The Supplier undertakes, in relation to the development and production of the Parts, to comply with the applicable quality system requirements approved by the Purchaser. The Supplier undertakes to comply with the "Quality Assurance Manual", which is an integral part of the Contract and is located on the SICO silicone Portal.
- 13.2. The supplier will always strive to improve the production process. The Purchaser is entitled, upon reasonable notice, to inspect the Supplier's production, conduct tests, and perform other necessary examinations and inspections at the Supplier's premises, including the evaluation of the risk of interruption of the supply of Parts, as well as safety issues. The Supplier undertakes to ensure that the Purchaser has similar rights on the premises of the Supplier's subcontractors.

14. Testing

- 14.1. Prior to commencing mass production, the Supplier shall perform quality inspection of samples in accordance with the applicable testing requirements of the Purchaser.
- 14.2. Once a sample is approved, changes to the properties, material, manufacturing method, or manufacturing location, that may affect the Parts, may only be made with written approval from the Purchaser. Deliveries can only be executed after the renewed approval of the new sample.
- 14.3. If the Purchaser rejects a sample, the Supplier shall take corrective action to meet the requirements stated in Section 10.2 of these Terms and Conditions and shall reimburse the Purchaser for the costs of retesting the Part after such correction.
- 14.4. The Purchaser's approval of the sample shall not affect the Supplier's liability under the Contract.

15. Transfer of Production

- 15.1. The Supplier was selected by the Purchaser, among other reasons, due to the Purchaser's expectations regarding the Supplier's ability to deliver Parts that meet the required quality and

are in accordance with the Contract. For this reason, the Supplier may not transfer production, in whole or in part, to a third party without the written consent of the Purchaser, and if such consent is granted, the Purchaser will be entitled to require that the Parts conform to the Contract. If, as a result of the transfer of production of the Parts, the Contract will be performed by a person other than the Supplier, the Supplier undertakes to ensure that such person shall accept (prior to or simultaneously with the transfer) in relation to the Purchaser all the terms and conditions contained in the Contract, but the Supplier shall not be relieved of its responsibility for the performance of the Contract.

16. Code of Conduct, Environmental Care

- 16.1. The Supplier undertakes to comply with the Purchaser's environmental protection requirements. These requirements are published on the SICO silicone Portal.

17. Tools Owned by the Purchaser or the Purchaser's Customer

- 17.1. The tools whose acquisition is the subject of the Contract based on the Tools Order are the property of the Purchaser or the Purchaser's customer. The Supplier is not entitled to issue a tax invoice for the Tools until these Tools have been approved by the Purchaser or the Purchaser's customer.
- 17.2. The Supplier undertakes (prior to approval) to deliver to the Purchaser (among other things) a plan for the installation of the Tool.
- 17.3. The Supplier shall not use Tools owned by the Purchaser and/or the Purchaser's customer for the manufacture or supply of Parts, other products, or services to a third party.
- 17.4. The Supplier is obliged, at its own expense, to (i) maintain the Tools, including repairs and replacement of parts, in the condition necessary for the manufacture of the Parts and bear the costs associated with normal wear and tear; (ii) ensure adequate storage and insurance against the risk of damage or loss, regardless of the Supplier's actions or omissions; and (iii) ensure the permanent identification of the Tools as Tools owned by the Purchaser or the Purchaser's customer.
- 17.5. The Tools may not be destroyed or defaced without the prior written consent of SICO silicone or the SICO silicone's customer. The Tools are subject to Intellectual Property and therefore no copies of the Tools may be made without the prior written consent of the respective owner. Upon request of the Purchaser and/or the Purchaser's customer, the Tools, drawings and other materials must be returned to the Purchaser and/or the Purchaser's customer.

18. Tools Owned by the Supplier

- 18.1. The Supplier bears the costs associated with the development, manufacture, maintenance, and repairs of all Tools used for the production of Parts.
- 18.2. If the Purchaser and/or the Purchaser's customer is the owner of the Intellectual Property Rights in relation to the Tools, the Supplier must not use such Tools to manufacture and supply Parts, other products, or services for third parties.
- 18.3. If the Supplier enters into liquidation, is under distraint, is insolvent, or has insolvency proceedings commenced against it, it undertakes to provide the necessary assistance to the Purchaser to acquire the Tools required for the manufacture of the Parts. If the Tools are subject to the intellectual property of the Purchaser and/or the Purchaser's customer, the Supplier is obliged to promptly inform the insolvency administrator, distrainor, liquidator, or other authorized person regarding the intellectual property rights in relation to the Tools. The Supplier is obliged to return to the Purchaser and/or the Purchaser's customer all documentation obtained in connection with the development, manufacture, and maintenance of the Tools and Parts (e.g., drawings, technical documentation).
- 18.4. In the event of the Contract termination, the Purchaser shall be entitled to demand the transfer of ownership rights to all Tools that have been used exclusively for manufacturing for the Purchaser or the Purchaser's customers at a price that corresponds to the market value.

19. Intellectual Property Rights

- 19.1. The Supplier may use the Purchaser's intellectual property only for the purpose of manufacturing and supplying Parts and/or Tools to the Purchaser.
- 19.2. If the Purchaser pays the Supplier for the cost of development, design, and labor associated with the manufacture of the Parts or Tools, all Intellectual Property Rights shall belong to the Purchaser, and all related drawings of the Parts or Tools shall become the property of the Purchaser.
- 19.3. By special arrangement, the Supplier and the Purchaser may agree on the ownership and remuneration for the use of intellectual property resulting from the Supplier's design and development.

- 19.4. The Supplier declares that the use of the Parts or Tools does not infringe the Intellectual Property Rights of any third party. The Supplier undertakes to indemnify the Purchaser in the event of any claims by third parties against the Purchaser arising from the Intellectual Property Rights of third parties.
- 19.5. Supplier shall not use in any manner the trade name or trademark of SICO silicone other than as agreed in writing with the Purchaser.

20. Liability for the Product and Insurance

- 20.1. The Supplier shall defend, indemnify and hold the Purchaser harmless from and against all losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising from a claim that a defect in materials and/or manufacturing processes or techniques caused injury or loss, destruction, or damage to third-party property. Such indemnification agreement secures the Supplier's obligation to pay for damages arising from court judgments or settlements for which the Purchaser would otherwise be liable.
- 20.2. This indemnification agreement provides protection for the Purchaser, its employees, officers, directors, and successors in interest. The Supplier agrees to provide the Purchaser with all required support and assistance in any disputes in which the Purchaser may be involved due to such alleged defects and, if the Purchaser so requests, the Supplier shall participate in any legal or other proceedings.
- 20.3. The Purchaser and the Supplier undertake that in the event of any disputes regarding liability for defects of the Products, they will not submit any proposals or objections to a third party without prior notification and discussion with the other Party.
- 20.4. If there is a risk that the Product will cause damage to health or property due to a defect, the Purchaser is entitled to decide to launch a Product Recall Campaign. Supplier shall reimburse Purchaser for the costs of the Product Recall Campaign, including, but not limited to, the costs (including reasonable attorney's fees) of labor, replacement, assembly and disassembly, survey and analysis, scrapping, and transportation to Purchaser and/or its end users. The Supplier undertakes to take out an appropriate product liability insurance policy for the duration of the Contract and the warranty period. At the Purchaser's request, the Supplier shall at any time provide a certificate of insurance.

21. Force Majeure

- 21.1. "Force Majeure" means any and all events beyond the control of the Parties which are unforeseeable, unavoidable or insurmountable and which were not known at the time of entering into the Contract and which prevent the performance of the obligations of one or both Parties, in whole or in part. Such events include earthquake, windstorm, flood, war, epidemic, civil unrest and any other event that cannot be predicted, controlled or prevented. For the avoidance of doubt, the Parties confirm that strikes, lockouts, or other industrial actions or disputes that are solely related to the Supplier and/or its subcontractors or agents shall not be considered Force Majeure events.
- 21.2. In the event of a Force Majeure Event, the contractual obligations of the Party affected by such an event shall be suspended for the duration of the Force Majeure Event.
- 21.3. The Party invoking Force Majeure shall immediately inform the other Party in writing and provide evidence of the occurrence and expected duration of such Force Majeure within ten (10) days.
- 21.4. In the event of Force Majeure, the affected Party shall immediately negotiate with the other Party to find an appropriate solution and exert maximum effort to minimize the consequences of such Force Majeure. If the consequences of a Force Majeure event continue for thirty (30) days without a solution acceptable to both Parties, then the Party not affected by the Force Majeure event is entitled to withdraw from the Contract or its part.

22. Legal Requirements

- 22.1. Each Party agrees to comply with and observe all laws and regulations relevant to the performance of the Contract. This includes, in particular, the Supplier's obligation to handle dangerous goods in accordance with applicable legal regulations.

23. Export Control and Origin

- 23.1. If the Parts or their components that the Supplier delivers to the Purchaser are subject to national export control regulations in the countries where the Supplier manufactures the Parts, or in the countries from which the Parts originate, the Supplier is obliged to notify the Purchaser in writing of this fact and the extent of the export restrictions before the Parties agree on the Technical Specification.

- 23.2. The Supplier is obliged to provide cooperation, information, or certificates required by the Purchaser for the customs clearance of the Parts.
- 23.3. The Supplier is obliged to present the Purchaser with an export certificate or its equivalent, which will include, among other things, data about the origin of the Parts and any EC or EEA values.
- 23.4. The original EC or EEA values must not be changed at a later time without the prior written consent of the Purchaser.

24. Confidentiality

- 24.1. All information and technical documentation, including electronically provided data, to which a Party has gained access through the contractual relationship of the Parties, shall be treated as confidential for the duration of the Contract and for a period of ten (10) years thereafter, and may not be used for any purpose other than fulfilling the Contract. The information may not be disclosed to or otherwise communicated or used by persons other than employees of each Party who are directly involved in the performance of the Contract. Copying or reproduction of such confidential information is permitted only in the performance of the Parties' obligations and in accordance with applicable legal regulations. The confidentiality obligation set forth above shall not apply to information that (i) is known to the public otherwise than as a result of a breach of this Contract, (ii) information that was in its possession prior to receipt from the other Party, and (iii) information that a Party receives from a third party without restriction on disclosure.
- 24.2. An obligation to disclose confidential information pursuant to legal regulations or a court order is not considered a breach of confidentiality. The Party required to disclose such information shall notify the other Party in advance of any such requirement and discuss with the other Party the manner of such disclosure. The Party disclosing information will require, where legally possible, the recipient to treat the information as confidential as required in Section 24.1 of these Terms and Conditions.
- 24.3. The Supplier shall not use Purchaser as a reference in its marketing without Purchaser's prior written consent.
- 24.4. The Supplier shall, at the request of the Purchaser, destroy or return all information specified in Section 24.1 of these Terms and Conditions, including all copies thereof.

25. Limitation of Liability

- 25.1. Notwithstanding any other provisions of the Contract and/or these Terms and Conditions, the Purchaser shall not be liable under or in connection with the Contract, whether in Contract, strict liability, tort (including negligence) or any legal theory, and notwithstanding how arising, for any loss of contract, loss of goodwill, loss of market share, loss of actual or anticipated profits, loss of use, loss of production, loss of revenue, loss of reputation or for any special, indirect or consequential loss or damage. The above limitation of liability does not apply to (i) damages caused by willful misconduct or gross negligence, (ii) bodily injury or death or property damage, or (iii) losses or damages covered by insurance.
- 25.2. The Purchaser has the right to claim any compensation for damages, regardless of whether it is covered by default interest or a contractual penalty.

26. Waiver of Rights

- 26.1. The failure of a Party to exercise a right arising from a breach of the Contract by the other Party shall not constitute a waiver of the possibility to exercise such right in another or similar case.

27. Severability of Provisions

- 27.1. 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 Purchaser 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.

28. Term of the Contract

- 28.1. Unless otherwise agreed, the Contract is concluded for an indefinite period of time.
- 28.2. The Contract may be terminated by either Party by giving a written termination notice with a notice period of 12 months from receipt of the notice.

- 28.3. Either Party shall be entitled to terminate the Contract with immediate effect in the event that the other Party becomes a controlled person or a person controlling a competitor of the other Party.
- 28.4. Either Party is entitled to withdraw from the Contract if the other Party is in liquidation, bankruptcy, or insolvency proceedings have been initiated against it.
- 28.5. For the avoidance of doubt, the Parties acknowledge that the rights and obligations contained in Sections 10, 11, 12, 19, 20, 24 and 25 of these Terms and Conditions shall survive termination of the Contract.

29. Amendments

- 29.1. Any amendment to the Contract shall be in writing and signed by authorized representatives of both Parties.

30. Language

- 30.1. If the Terms and Conditions or the Contract are translated into a language other than Czech or English, the Czech or English version shall prevail in the event of any discrepancies. In the case of the Czech-English wording, the Czech version takes precedence.

31. Governing Law

- 31.1. This Contract as well as these Terms and Conditions shall be governed by Czech law, namely Act No. 89/2012 Coll., the Civil Code, as amended. 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 Contract shall be brought before the competent civil court in the place where the Purchaser has its registered office.

Velké Poříčí, 01 December 2025