

General Terms and Conditions of Business of G - Team a.s. , version 1.0 valid from 1.7.2023

1. Definition of

- 1.1 **Definitions used.** Unless otherwise defined below, capitalized terms contained in these GTC have the following meanings:
- "**Supplier**" means the company G - Team a.s., ID No.: 45358028, with its registered office at Petrá 1131/2, Nové Město, 110 00 Prague, registered in the Commercial Register kept by the Municipal Court in Prague under the Commercial Register No. B 21391.
- "**Completion**" means the proper performance of the Supplier's obligation to perform the Performance, i.e. to deliver the Products in accordance with Clause 9.2 GTC and/or perform the Services pursuant to Article 9.3 GTC.
- "**INCOTERMS 2020**" means a set of international rules for the interpretation of delivery clauses in foreign trade issued by the International Chamber of Commerce in Paris.
- "**End User**" means the person for whom the Supply is intended as the end user.
- "**Civil Code**" means Act No. 89/2012 Coll., the Civil Code, as amended.
- "**Performance**" means the supply of the Products and/or the provision of the Services in accordance with the Agreement and these GTC.
- "**Working day**" means any day of the week from Monday to Friday, excluding days of rest pursuant to Act No. 245/2000 Coll., on public holidays, as amended.
- "**Products**" means individually or by quantity specified movable items and their components, which the Supplier undertakes to deliver to the Customer on the basis of the Contract.
- "**Takeover**" means a de facto act carried out in accordance with Article 9.7 of the GTC by the Customer or a third party on behalf of the Customer, by which acceptance of the Performance takes place.
- "**Services**" means the services, works and activities which the Supplier undertakes to provide to the Customer under the Contract.
- "**Contract**" means the contract entered into between the Supplier and the Customer in accordance with clause 3 GTC, the subject matter of which is the provision of Performance by the Supplier to the Customer. The Contract may be, in particular, a purchase contract, a contract for work or a contract not named under the Civil Code.
- "**Contract Price**" means the agreed price which the Customer undertakes to pay to the Supplier for the provision of the Performance in accordance with clause 4 OF THE GTC.
- "**Party**" or "**Parties**" means the Supplier or the Customer individually or the Supplier and the Customer jointly.
- "**Subcontractor**" means a third party who supplies the Supplier with the Performance or any part thereof or who provides the Supplier with any items, services, works or rights forming part of the Performance under the Contract.
- "**GTC**" means these General Terms and Conditions for the provision of the Services by G - Team a.s. The current version of the GTC is available on the website www.g-team.cz.
- "**Customer**" means the other Party with whom the Supplier enters into the Contract for the purpose of providing the Performance. The term Customer includes in particular the Purchaser and the Customer within the meaning of the Civil Code. Customer also means the successor in title or an assignee of the Customer approved in writing by the Supplier.

2. Introductory provisions

- 2.1 **Subject of the GTC.** These GTC are drawn up in accordance with § 1751 et seq. of the Civil Code and set out the basic rules and conditions that will govern all contractual relations in the provision of the Performance by the Supplier to the Customer.
- 2.2 **Part of the Treaty.** These GTC form an integral part of each Contract for the provision of the Performance by the Supplier to the Customer. The current version of the GTC is available on the website www.g-team.cz. Together with the Contract, these GTC constitute the entire agreement of the Parties in relation to the provision of the Performance. The Customer shall duly acquaint itself with all provisions of these GTC, expressly accept them in the Contract and comply with them.
- 2.3 **Prior Arrangements.** Any oral or written representations, warranties, warranties, negotiations, business contests, notices of intent and business practices not expressly stated or incorporated by express reference in the Agreement or these GTC shall not be binding on any Party. Each Party represents that it does not rely on or has not been influenced by any representations made by the other Party that are not contained in the Agreement or these GTC. The Contract, together with these GTC, supersedes all prior written or oral agreements of any nature, commitments, plans, programs, commercial competitions, notices of intent and any other documents relating to the provision of the Performance by the Supplier to the Customer which were the subject of the Parties' deliberations or negotiations prior to the execution of the Contract.
- 2.4 **Commitment.** By entering into the Agreement, the Customer binds to all rights and obligations contained in these GTC. The Customer is obliged to comply with the version of the GTC current at the time of conclusion of the Contract.
- 2.5 **Priority of the Treaty.** In the event of any deviating provisions between the Contract and these GTC, the provisions of the Contract shall prevail over the deviating provisions of these GTC. A partial deviating provision in the Contract (e.g. a different amount of contractual penalty) does not affect the other provisions of the GTC unaffected by the deviation (i.e. in this case all other contractual penalty provisions within the GTC).
- 2.6 **Customer's Terms and Conditions.** The Customer's Terms and Conditions are ineffective and inapplicable to the contractual relations established by the Contract, except in cases where the Supplier expresses its prior express written consent to the application of selected specific provisions of the Customer's Terms and Conditions.
- 2.7 **Interpretation and declaration.** The Parties hereby declare that the Agreement and these GTC are the result of their mutual negotiations. In view of this fact, the Parties declare that neither Party shall be deemed to be the author of the text of the Contract or these GTC for the purpose of interpreting the Contract and these GTC and therefore expressions admitting of different interpretations shall not be construed against any Party. Terms referred to in the singular shall include the plural and vice versa, as the context of the GTC may require. The Parties further declare that the Contract is not a contract made by adhesion pursuant to Section 1798 et seq. of the Civil Code. The Parties declare that none of the clauses outside the text of the Contract itself contravenes commercial practices and the principle of fair commercial practices. The Parties declare that the Contract has been concluded in good faith and that neither Party has been deprived of its rights. The Customer declares and confirms that it concludes the Contract in connection with its own business and is not a weaker party within the meaning of Section 433 of the Civil Code.
- 2.8 **Business practices.** In accordance with Section 558(2) of the Civil Code, the Parties hereby declare that in their legal dealings they do not take into account commercial practices generally or in the industry and that commercial practices do not take precedence over the non-coercive provisions of the Civil Code in their legal dealings.
- 2.9 **Language.** If the Contract and/or these GTC are drawn up in a bilingual version and if there are discrepancies between the Czech and foreign language versions, the Czech language version shall prevail.

3. Contract

- 3.1 **Subject of the Contract.** By the Contract, the Supplier undertakes to provide the Customer with the Performance, i.e. to deliver the Products and/or provide the Services, and to transfer the ownership right to the Products and/or the results of the Services to the Customer. The Customer undertakes to accept the Deliverables and to pay the Supplier the agreed Contract Price for the Deliverables.
- 3.2 **Proposal.** The proposal for the conclusion of the Agreement is: (i) a written order for Performance executed by the Customer and delivered to the Supplier by email, postal service provider or other means agreed by the Parties, (ii) an offer to provide Performance executed by the Supplier and delivered to the Customer by email, postal service provider, or other means agreed by the Parties, or (iii) a proposal for a Performance Contract executed by either Party and delivered to the other Party by email, postal service provider, or other means agreed by the Parties ("**Proposal**"). If the other Party makes changes to the Proposal, or its acknowledgement of acceptance of the Proposal contains reservations to the Proposal or any other changes, including reservations, additions and deviations that do not materially alter the terms of the Proposal within the meaning of Section 1740(3) of the Civil Code, then the Proposal shall be amended to the extent of the changes made, and these GCC shall expressly remain part of the Proposal. In the event of further changes to the Proposal or reservations or differences contained in the acceptance of the Proposal, the above procedure shall be repeated by analogy.
- 3.3 **Exceptions to the Proposal.** The Parties agree that any offer of Performance made by the Supplier by way of advertising, catalogue or display of Products shall expressly be deemed not to be a Proposal. Furthermore, price quotations, technical assessments or quotations or other informative documents prepared by the Supplier shall not be deemed to be a Proposal unless they are expressly identified as a binding contract proposal.
- 3.4 **Deadlines for acceptance of the Proposal.** The addressee shall acknowledge the Proposal in writing or express its objections to the Proposal no later than the deadline set out in the Proposal. If the Proposal does not specify a time limit, the addressee shall acknowledge in writing or express its objections to the Proposal within ten (10) calendar days of its delivery to the addressee. If the addressee does not accept the Proposal in writing or propose changes to the Proposal within the time periods set forth above, the Proposal shall be rejected, unless further negotiations between the Parties indicate that they are continuing to negotiate the Proposal .
- 3.5 **Cancellation of Proposal.** The Customer shall not be entitled to cancel its Proposal between the time it is delivered to the Supplier and the time the period specified in clause 3.4 OF THE GTC. The Supplier shall be entitled to cancel its Proposal at any time before the Customer's acceptance of the Proposal is delivered to the Supplier. The express rejection of a Proposal without the execution of a new Proposal shall result in the termination of the negotiations for the relevant Contract; in the event that the negotiations for the Contract are terminated by the Supplier for any reason whatsoever, the Supplier shall not be liable to the Customer for any related damages, injury or costs or expenses incurred in any way, and the Parties exclude the application of Section 1729 of the Civil Code for such case.
- 3.6 **Written form of the Contract.** The Contract may only be concluded in writing with the signatures of the persons authorised to represent the Contracting Parties. The written form shall also be observed in the case of an electronic copy of the Contract with electronic signatures of the persons authorised to represent the Contracting Parties. If the Supplier expressly so provides, the Contract may be concluded only by the signature of a paper copy of the Contract by both Parties.
- 3.7 **Conclusion of the Contract.** The Contract is concluded at the moment when the Proposer receives the written confirmation of the addressee of the unreserved acceptance of the Proposal. If there is any doubt as to the exact wording of the Contract, the Parties agree that the Contract has been concluded in the wording of the Supplier's latest Proposal and these GTC form part of it.

4. Contract price

- 4.1 **Amount of the Contract Price.** The Customer shall pay the Supplier the Contract Price agreed by the Parties in the Contract. The Contract Price shall include, in addition to the intrinsic value of the Performance, the cost of the standard packaging of the Products according to Article 10.3 OF THE GTC. Except as otherwise provided in the Contract, the Contract Price does not include payment of duties, taxes, import licenses or other fees required by or related to the Performance, nor does it include installation, preparation for commissioning or provision of such activities. The Customer shall procure and pay for all necessary import permits, licences, duties and taxes, if any. The Customer shall pay for any Products and Services it takes over and above the quantity agreed in the Contract. The Customer assumes the risk of change of circumstances in accordance with the provisions of Sections 1765(2) and 2620(2) of the Civil Code.
- 4.2 **Non-determination of the Contract Price.** Unless the Contract expressly provides otherwise, the Contract cannot be concluded without fixing the Contract Price or the method of fixing it.
- 4.3 **Creation of the obligation to pay the Contract Price.** Unless the Contract provides otherwise, the Supplier shall have the right to payment and the Customer shall be obliged to pay the Contract Price to the Supplier as follows:
- (i) For Performance within the Czech Republic, the Supplier shall be entitled to issue to the Customer (a) an advance invoice for an amount corresponding to 40% of the Contract Price at the time of conclusion of the Contract pursuant to Article 3.7 of the GTC with a due date of 14 days, (b) a final invoice for an amount corresponding to 100% of the Contract Price less the advance payment with a due date of 30 days at the time of Completion of the Performance pursuant to Article 9.2 and/or 9.3 OF THE GTC;
 - (ii) In case of Performance outside the Czech Republic, in case of poor rating of the Customer or poor payment morale of the Customer, the Supplier is entitled to issue to the Customer (a) an advance invoice for the amount corresponding to 100% of the Contract Price at the moment of conclusion of the Contract according to Article 3.7 GTC with a due date of 14 days, (b) a final invoice for an amount corresponding to 100% of the Contract Price less the advance payment with a due date of 30 days at the time of Completion of the Performance pursuant to Article 9.2 and/or 9.3 OF THE GTC;
 - (iii) If the Customer is more than seven (7) calendar days in arrears in the payment of any amounts payable under the Contract or any other contracts between the Parties, the Customer shall be obliged to pay the full Contract Price (or the balance thereof) on the basis of an advance invoice, which the Supplier shall be entitled to issue at any time after the conclusion of the Contract if the facts referred to at the beginning of this sentence occur;
 - (iv) The Parties agree that the Supplier shall not be in default and shall not be obliged to perform the Performance until any deposit has been paid by the Customer. Upon payment of the deposit, the Supplier shall issue a proper invoice to the Customer in accordance with the relevant legislation. The final invoice shall reflect the deposits paid.
- 4.4 **Pricing clause.** In the event that the Contract is in the nature of a contractual relationship with recurring deliveries of Products and/or provision of Services spread over a period of time longer than twelve (12) months from the date of the Contract, then the Contract Price shall be additionally and automatically increased by the Supplier's duly documented increased costs and expenses incurred during the period between the conclusion of the Contract and the time of provision of the relevant part of the Performance.

5. Payment terms

- 5.1 **Invoicing and method of payment of the Contract Price.** Payment of the Contract Price shall be made by the Customer on the basis of the Supplier's invoices and advance invoices, which the Supplier is entitled to issue in accordance with the conditions set out in Article 4.3. The payment of the Contract Price shall be made by the Customer by wire transfer to the Supplier's bank account specified in the relevant invoice (advance invoice). The due date for payment of invoices (advance invoices) issued by the Supplier under the Contract shall be fourteen (14)

calendar days from the date of their issue, unless a different due date is specified in the Contract. The moment of payment of the invoiced amount shall be the moment when the relevant amount has been fully credited to the Supplier's bank account.

- 5.2 **Invoice details.** Invoices issued by the Supplier shall contain the following details: the Contract number (or purchase order/purchase order), identification of the Performance, quantity of Products and/or scope of Services, the Contract Price and the invoice due date.
- 5.3 **Refund of invoice.** Only in the event that the invoice does not contain the elements pursuant to Section 435 of the Civil Code, the Customer shall be entitled to return the invoice to the Supplier within five (5) Business Days of its delivery to the Customer. In such case, the due date shall run from the date of issue of the new corrected invoice.
- 5.4 **Electronic invoicing.** The Parties have agreed on electronic invoicing within the meaning of Section 26(3) of Act No. 235/2004 Coll., on Value Added Tax, as amended.
- 5.5 **Other circumstances of payment of the Contract Price.** The Customer's bank charges associated with payments to the Supplier shall be borne by the Customer. The Parties expressly agree that the Customer shall not be entitled to any benefit if it pays the Contract Price or any part thereof before it is due.
- 5.6 **Prohibition of suspension of payments.** The Parties expressly agree that the Customer shall not be entitled to withhold any payment of any part of the Contract Price on account of defects in the Performance or other claims of the Customer against the Supplier which are disputed by the Supplier. In particular, the application of Section 2108 of the Civil Code is excluded.
- 5.7 **Customer's default in payment of the Contract Price.** In the event of default by the Customer in payment of any part of the Contract Price due under the Contract:
- (i) The Supplier shall be entitled to demand from the Customer, and the Customer shall be obliged to pay to the Supplier (a) during the first twenty (20) calendar days of delay, a contractual penalty of 0.1% (one tenth of one percent) of the amount due for each day of delay and (b) from the twenty-first (21st) calendar day of delay, a contractual penalty of 0.4% (four tenths of one percent) of the amount due for each day of delay; and
 - (ii) The Supplier shall be entitled to suspend performance of the Contract in accordance with the terms of Article 19 GTC; and
 - (iii) if the Customer fails to pay the Contract Price or any part thereof even within thirty (30) calendar days after the due date, the Supplier shall be entitled to withdraw from the Contract under the terms of Article 20.2 OF THE GTC. In such event, the Customer shall be obliged to indemnify the Supplier against all damages, losses, costs and expenses incurred by the Supplier in connection with such action.

6. Essentials Fulfillment

- 6.1 **Quality and performance.** The Supplier shall perform the Performance in the quality and workmanship specified in the Contract. If quality and workmanship are not expressly set out in the Contract, the Supplier shall perform the Performance in a quality and workmanship corresponding to the Supplier's standard quality and workmanship for the Performance in question and, if such standards are not set by the Supplier, then in a quality and workmanship customary for similar performance. The Performance shall comply with all mandatory provisions of technical and safety standards applicable to the type of Performance in the Czech Republic. All Products shall be new and unused, unless otherwise provided for in the Contract.
- 6.2 **Documentation and price lists of the Supplier.** The Parties agree that any information about the Products and/or Services and their characteristics (in particular price, dimensions, weight, performance and other technical characteristics or data) contained in the Supplier's catalogues, brochures, advertising, price lists and other informative documents shall be non-binding and shall only become binding if they are expressly incorporated into the Contract by reference.
- 6.3 **Documentation supplied with the Filling.** The Supplier is obliged to deliver to the Customer together with the Products only the Declaration of Conformity as well as the documents that are expressly specified in the Contract. In relation to the Services, the Supplier shall only supply the Customer with the documentation specified in the Contract.
- 6.4 **Production documentation.** The Supplier's performance under the Contract does not include the supply of manufacturing documentation or workshop drawings of the Products or their spare parts, and the Customer shall not be entitled to any authorisation or licence to use such documentation under these GTC or the Contract.
- 6.5 **Origin of Products.** The Supplier shall not be obliged to disclose to the Customer any information about the origin of the Products and their parts, unless the Contract provides otherwise.
- 6.6 **The language version of the documentation and its quantity.** Unless otherwise agreed in the Contract, the Supplier shall provide the Customer with documentation for the Products in the Czech language version. A different language version of the documentation for the Products shall be provided by the Supplier to the Customer only by written agreement and at the Customer's expense. Unless otherwise agreed by the Parties or provided for by binding legal regulations, the Supplier shall provide the Customer with one copy of each of the documents supplied with the Deliverables.
- 6.7 **Handling of documentation.** All documentation, data and other information provided to the Customer by the Supplier shall not be used by the Customer for any purpose other than the operation and maintenance of the Products and/or the results of the Services or the purpose for which it was expressly provided to the Customer. Such documentation shall not be reproduced or made available to any third party, other than the End Customer, without the prior written consent of the Supplier. Any documentation not provided with the Performance pursuant to clause 6.3 GTC shall remain the property of the Supplier and the Customer shall return it to the Supplier in all copies and copies, if any, upon the Supplier's request. For the avoidance of doubt, the Parties confirm that the Supplier shall in no event be liable for any damage or other consequences caused by the Customer or any other person altering in any way the documentation supplied by the Supplier under the Contract or these GTC.
- 6.8 **Right of use and licence.** The Supplier shall remain the exclusive owner of all rights to intellectual property and know-how, if any, incorporated in the documentation provided to the Customer under the Contract. At the same time, the Customer shall, with the exception of the right of use specified in 6.7 of the GTC, no ownership, licence or right of use of these rights to the intellectual property and know-how shall pass to the Customer.
- 6.9 **Archiving.** The Supplier is obliged to keep records relating to the Performance provided under the Contract or arising from the Contract only for the period of time specified by the binding legal regulations in force in the Czech Republic.
- 6.10 **Issuance of protocols.** If any report, confirmation or other document is to be signed or issued by the Customer under the Contract or these GTC (hereinafter referred to as "**Document**"), then the Customer shall be obliged to issue or sign the Document within five (5) calendar days of receipt of its draft or request for its issue/signature by the Supplier (or such other period as may be agreed for the Document in the Contract or these GTC). If the Customer fails to issue, sign or notify the Supplier in writing within the said period of time what serious circumstances prevent its issue or signature, then the Customer acknowledges that all conditions for its issue have been fulfilled with all consequences according to the Contract and the GTC. If the Document in question is to be used as an attachment to an invoice (or in any other way), then the Supplier shall be entitled to replace the Document with an affidavit stating that the conditions under the preceding sentence have been fulfilled, the Parties acknowledging that in such case this is a special payment condition which does not require the issue or signature of the Document replaced by the affidavit.

- 6.11 Special arrangements for repairs. If the Performance consists of the repair or refurbishment of the Customer's equipment, the following provisions shall apply. For the avoidance of doubt, the Parties agree that the scope of the Performance set out in the Contract represents only the anticipated total of the items, works and services required to perform the Performance based on the Supplier's qualified estimate. For this reason, the Supplier shall review the relevant equipment after commencement of performance of the Contract and shall advise the Customer without undue delay whether the scope of the Performance agreed in the Contract will be sufficient. The Supplier shall also be entitled to notify the Customer of the need to supply additional items or to perform additional works and services during the performance of the Contract. If the Supplier determines that the equipment is in a condition where the scope of the Performance agreed in the Contract is not sufficient to properly repair/repair the relevant equipment, the Parties shall, in accordance with 18 of the GTC, the Supplier shall negotiate a corresponding change in the scope of the Performance, the Contract Price, the performance dates as well as any other related effects on the provisions of the Contract. For the avoidance of doubt, the Parties agree that, without agreeing corresponding changes in the form of an amendment to the Contract pursuant to Article 18 GTC, the Supplier shall not be obliged to perform any activities beyond the agreed scope of the Performance and shall not be liable for any related delays or other related deficiencies in the Performance. Unless otherwise expressly provided for in the Contract, the Customer shall be obliged to arrange for the disassembly and reassembly of the repaired/repared equipment at its own expense and risk, as well as any transportation of the equipment to and from the location designated by the Supplier. In the event that the Customer fails to take back the repaired/repared equipment within 90 days of completion of the repair/repair, then the Customer expressly relinquishes ownership of the equipment (abandons it) and agrees that the Supplier shall dispose of or otherwise monetize the equipment and retain the proceeds, without limitation of any claims of the Supplier against the Customer under the Contract and these GTC.
- 6.12 Exclusion of consumers. Neither the performance nor any part thereof is intended for a consumer as a person within the meaning of Section 419 of the Civil Code. The Customer undertakes not to deliver or provide any part of the Performance to a consumer.

7. Building readiness

- 7.1 App. The provisions of this Article 7 GTC shall apply if construction readiness on the part of the Customer is required for the provision of the Performance by the Supplier or its use by the Customer.
- 7.2 Building readiness. The Customer is obliged to ensure proper and timely construction readiness at its own expense and risk, either by itself or through a third professional person, in accordance with the requirements of the relevant legislation, technical standards and a professionally prepared project. The construction readiness shall be ensured with the necessary professional care and shall reflect any recommendations of the Supplier. In particular, the Client is responsible for the proper spatial layout and dimensioning and for the choice of appropriate technologies and materials. The Customer shall submit the detailed design to the Supplier for information at least 14 days before the start of installation. The informative submission of the detailed design does not relieve the Customer of full responsibility for proper design and construction readiness. The Parties agree that proper and timely provision of construction readiness free from defects and deficiencies is a necessary cooperation of the Customer for the performance of the Contract by the Supplier.
- 7.3 Construction readiness defects. If any defects in the Work are found to be caused, even in part, by defective design or construction readiness, the Supplier shall not be liable for the defects in the Work. The Customer agrees to reimburse the Supplier for all costs and expenses incurred by the Supplier in connection with late, inadequate or unprofessional design or construction readiness, including the cost of downtime and extension of the provision of the Performance beyond the Supplier's originally scheduled dates. The Customer shall, at its own expense and risk, promptly remedy any identified deficiencies in construction readiness.

8. Place and dates of Fulfillment

- 8.1 The place of delivery of the Products and provision of the Services. Unless the Contract provides otherwise, the Products and other items shall be delivered by the Supplier to the Customer in FCA delivery parity according to INCOTERMS 2020, at the Supplier's registered office at Vochoř 50, 330 23 Vochoř. The Services shall be provided at the location agreed in the Contract.
- 8.2 Shipping to the place of delivery. Unless otherwise provided in the Contract, transport to the place of delivery of the Products shall be arranged by the Customer, with the means of transport to be determined taking into account the nature of the Products or in agreement with the Supplier.
- 8.3 Split delivery. Unless the Contract expressly provides otherwise, Products may be delivered to the Customer in multiple deliveries.
- 8.4 Deadlines for Fulfillment. The Supplier shall complete the Performance (deliver the Products and/or perform the Services to the Customer) within the timeframes specified in the Contract, provided that the Customer duly and timely fulfils all of its obligations set out in the Contract and these GTC. If the date for Completion of the Performance ends on a holiday or a public holiday, it shall be postponed to the next Business Day without the Supplier being in default of the Completion of the Performance. If the delivery of the Products or the delivery of the results of the Services is to take place at the Supplier's premises, it shall take place exclusively during normal business hours, i.e. from 8:00 a.m. to 2:00 p.m.
- 8.5 Automatic extension of Fulfillment deadlines. The Performance deadlines specified in and/or arising from the Agreement and these GTC shall be automatically extended in the event of:
- (i) default by the Customer in the payment of (a) the Contract Price or any part thereof, including advances, (b) any extra costs to which the Supplier is entitled under the Contract or these GTC, (c) damages to which the Supplier is entitled under the Contract or these GTC; (d) any other debts owed by the Customer to the Supplier under any title;
 - (ii) delay by the Customer in providing any assistance necessary for the performance of the Performance by the Supplier, in particular delay in submitting technical documents, drawings or designs and other documents, providing transport instructions or other information, ensuring construction readiness, ensuring equipment shutdown, or otherwise enabling the proper performance of the Performance by the Supplier, etc;
 - (iii) force majeure according to the article 17 of the GTC; and
 - (iv) suspension of the Supplier's performance of the Contract pursuant to Article 19 OF THE GTC;
- in all cases for a reasonable and proportionate period of time taking into account the Supplier's current capacity capabilities, but at least for the duration of the relevant delay of the Customer, force majeure or suspension of the Contract.

9. Completion and Acceptance of Performance

- 9.1 Earlier Completion. Unless otherwise provided in the Contract, the Supplier is entitled to Complete the Performance (i.e. in particular to deliver the Products) before the deadline under clause 8.4 OF THE GTC.
- 9.2 Finishing - Products. Completion of the Performance in relation to the Products will occur when any of the following conditions are met:
- (i) The Product is handed over by the Supplier and at the same time it is taken over by the Customer or a person designated by the Customer at the place of delivery;
 - (ii) The Supplier shall allow the Customer to dispose of the Product at the place of delivery without simultaneous acceptance by the Customer or its nominee; or
 - (iii) The Supplier is ready to deliver the Product, however, for reasons on the Customer's side, it is not possible to deliver it to the place of delivery, or the Customer requests the Supplier not to deliver the Product to the place of delivery for any reason.

Completion of the Performance is on time if the Product is delivered within the agreed time or within the time extended according to the article 8.5 OF THE GTC. For the avoidance of any doubt, the Parties agree that Completion of the Performance pursuant to clause (ii) and/or (iii) above shall give rise to the Customer's obligation to accept the Product, to pay the Supplier the portion of the Contract Price relating to the Completion of the Performance (or the relevant part thereof) and any costs and expenses of the Supplier associated with the Customer's delay in Acceptance. Upon Completion of the Work, the Customer shall carry out an inspection in accordance with clause 10.4 OF THE GTC.

- 9.3 **Completion - Services.** Completion of the Services shall occur upon performance of the Services in accordance with the Contract. For the avoidance of doubt, the Parties agree that Completion of the Services shall give rise to the Customer's obligation to take delivery of the results of the Services, to pay the Supplier the portion of the Contract Price relating to the Completion of the Services and any costs and expenses of the Supplier associated with the Customer's delay in taking delivery.
- 9.4 **Minor defects and imperfections.** Minor defects and imperfections that do not prevent the safe and reliable operation of the Products and/or the results of the Services shall not prevent the successful Completion or Acceptance of the Performance by the Customer. In the event of minor defects and deficiencies, the Parties shall agree on the date and method of their elimination.
- 9.5 **Late Completion.** If the Supplier fails to fulfil its obligation to complete the Performance within the time agreed in the Contract or extended pursuant to Article 8.5 of the GTC, for reasons solely attributable to the Supplier, the Supplier shall be obliged to pay the Customer, as the sole and exclusive form of compensation, a contractual penalty of 0.25% (twenty-five hundredths of one percent) of the value of the delayed part of the Performance for each completed week of delay, up to a maximum of 10% (ten percent) of the Contract Price. This Contractual Penalty shall be offered only for as long as the Performance can be performed (i.e., inter alia, only during the downtime of the affected facilities). The Customer shall only become entitled to payment of this liquidated damages upon Completion of the Performance or upon the Customer's withdrawal from the Contract in accordance with 9.6 OF THE GTC. The Customer shall be obliged to claim the contractual penalty under this clause against the Supplier no later than two (2) months after the agreed date of Completion of the Performance; if the Customer fails to claim the contractual penalty within the said period, the Customer waives its right to the contractual penalty and to compensation for any damage or injury caused by the Supplier in full.
- 9.6 **Withdrawal from the Contract due to default of the Supplier.** In the event of failure to complete the Performance and at the same time the amount of the contractual penalty under Article 9.5 of the GTC reaches the stated limit of 10% (ten percent) of the Contract Price, the Customer shall be entitled to request the Supplier in writing to complete the Performance within a reasonable period of at least one (1) week. If the Supplier fails to complete the Performance even within this additional period of time, for reasons attributable solely to the Supplier, the Customer shall be entitled to withdraw from the Contract in part in respect of the delayed part of the Performance in accordance with 20.1 OF THE GTC.
- 9.7 **Acceptance of Performance by the Customer.** Acceptance of the Performance constitutes the actual act of acceptance of the Performance by the Customer or a third party authorised by the Customer. The Customer is obliged to perform the Acceptance without undue delay after the Completion of the Performance and at the same time to confirm it by signing the relevant document (waybill, handover report, etc.). The absence of the Customer's confirmation on the relevant document that Acceptance has taken place shall not affect the validity of the Acceptance; in such a case, the procedure under Article 6.10 GTC.
- 9.8 **Failure of the Customer to accept the Products.** If the Products are not taken over on Completion, then the Supplier shall, at the Customer's expense and risk, store the Products until they are properly taken over by the Customer. If proper Acceptance by the Customer does not occur even within thirty (30) calendar days after Completion of the Performance pursuant to clause 9.2 (ii) or (iii) of the GTC, the Supplier shall be entitled to withdraw from the Contract pursuant to Article 20.2 GTC.
- 9.9 **Use before confirmation of Acceptance.** Unless otherwise provided in the Agreement, the Customer is not entitled to use the Fulfillment prior to confirmation of Acceptance by signing the relevant document pursuant to Article 9.7 OF THE GTC. If the Customer uses the Fulfillment in contravention of the previous sentence without the Supplier's written consent, this will result in the Customer's Acceptance .

10. Inspections and packaging

- 10.1 **Filling tests.** Unless otherwise provided in the Contract, the Supplier shall perform or arrange for the performance of Performance Tests in accordance with its internal standards. If the Customer requires any tests to be carried out beyond those specified in the preceding sentence, the amendment procedure under 18 OF THE GTC. Customer shall bear all costs associated with Customer's participation in any tests.
- 10.2 **Awareness of exams.** If the Contract requires notification to the Customer of the date of the performance tests, notwithstanding the provisions of clause 21 of the GTC, a notification sent by e-mail shall be sufficient.
- 10.3 **Packaging.** The Supplier shall pack or otherwise secure the Products and, where applicable, the results of the Services for transportation and storage in accordance with the Contract. If the Contract does not provide for the method of packing or otherwise securing for transportation and storage, the Supplier shall pack according to its practices with respect to the nature of the Deliverables. . The cost of customary packing or other security shall be included in the Contract Price. Additional costs relating to the Customer's special packaging requirements shall be borne in full by the Customer and shall be paid to the Supplier on the basis of the Supplier's relevant invoice. The Products or packaging shall bear the identification of the Supplier, the Customer, the items being transported and, where applicable, the markings required by the relevant legislation governing the manufacture, use and handling of hazardous and toxic substances.
- 10.4 **Tour Filling.** The Customer shall inspect the Filling without undue delay after Completion, in particular in relation to its characteristics, quantity and apparent quality defects. The Customer shall without undue delay, but no later than seven (7) calendar days after Completion, issue a report of the inspection of the Work. In the event that the Customer fails to issue a report of inspection of the Performance within the time limit set out in the preceding sentence, the Customer expressly confirms that the Performance has been provided complete, free from obvious defects and properly packaged. If the Customer discovers any damage or deficiencies in the Fulfillment upon inspection of the Fulfillment, the Customer must immediately inform the Supplier in writing of its discovery.

11. Transfer of risk of damage and transfer of title

- 11.1 **Transition of the risk of damage.** The risk of damage to the Products shall pass from the Supplier to the Customer at the moment of Completion of the Performance according to Article 9.2 OF THE GTC. The risk of damage to the individual results of the Services shall pass from the Supplier to the Customer upon performance of the relevant Services, but no later than the moment of Completion of the Services pursuant to Article 9.3 OF THE GTC.
- 11.2 **Risk of damage to the Customer's belongings.** The Customer shall bear the risk of damage to any items handed over to the Supplier by the Customer for the purpose of performing the Contract. The Supplier undertakes to use the items handed over by the Customer for the performance of the Contract and to treat them accordingly.
- 11.3 **Acquisition of ownership.** Title to the Performance provided to the Customer under the Contract shall vest in the Customer upon payment of the full Contract Price.
- 11.4 **Obligations prior to the acquisition of ownership.** The Customer shall not interfere in an unreasonable manner (in particular, transfer to another person, lease, pledge or other legal encumbrance) with the Supplier's ownership right until the moment of acquiring the ownership right to the Performance, and at the same time shall protect the Supplier's ownership right to the Performance by all legal means. The Customer is obliged

to inform the Supplier without delay of the commencement of execution, insolvency or other similar proceedings on the Customer's property. The Customer shall furthermore immediately inform the person in charge of monetisation of the Customer's property that the Fulfillment to which the Customer has not yet acquired ownership rights as a result of the reservation of ownership pursuant to Article 11.3 GTC, is the property of the Supplier and may not be subject to execution on the Customer's property or be included in the assets of the property in insolvency proceedings initiated against the Customer. In the event of a breach of any of the Customer's obligations set out in this clause 11.4 of the GTC, the Supplier shall be entitled to demand payment and the Customer shall be obliged to pay to the Supplier a contractual penalty in the amount of CZK 100.000,- (one hundred thousand Czech crowns) for each individual breach of any obligation under this Article 11.4 OF THE GTC. Payment of this contractual penalty shall be without prejudice to the Supplier's right to compensation for damages in full.

11.5 Leasing. The performance may only be leased with the prior written consent of the Supplier.

12. Defective performance rights and quality guarantee

12.1 Quality guarantee. The Supplier warrants to the Customer that the Work will be free from defects in materials and workmanship (i) for the period specified in the Contract, and if the length of the warranty is not agreed in the Contract, (ii) for the period specified in the Documentation for the Work, and if not specified in the Documentation for the Work, then (iii) in relation to Products, for 24 months from Completion, and (iv) in relation to spare parts and Services, for 6 months from Completion. Unless otherwise provided in the Contract, the warranty period for the Work shall commence upon Completion in accordance with 9.2 and/or 9.3 OF THE GTC. The Warranty Period shall be reduced accordingly if the Work is used beyond its useful life or the manner of use specified in the Contract or the Documentation for the Work. The Parties expressly exclude the application of the Civil Code's regulation of rights under defective performance and fully replace it with the quality guarantee according to these GTC. The warranty for the Products is valid only if the following conditions are met:

- (i) The Products must be commissioned (and, if necessary, installed) by the Supplier or a person authorised by the Supplier, if so required by the Contract;
- (ii) all interventions aimed at repairing the Products, with the exception of routine maintenance, must be carried out by the Supplier or the Supplier's authorised person;
- (iii) all instructions for operation and maintenance of the Products (including time limits) specified in the operating and maintenance instructions for the Products or otherwise communicated by the Supplier must be followed.

12.2 Occurrence and notification of defects. If during the warranty period a defect in the Performance becomes apparent, the Customer must immediately submit a written report to the Supplier describing the defect in question, its manifestations and the manner of its discovery. The defect is notified in time (i.e. without undue delay) if it is notified to the Supplier within the time limit:

- (i) Twenty-four (24) hours after the defect is discovered or the time the defect could have been discovered with the exercise of professional care, if the defect may jeopardize the safe and reliable operation of the Fulfillment or if the defect may cause damage to any equipment or things operated therewith or to any other property; or
- (ii) seven (7) calendar days from the discovery of any other defect or the time when the defect could have been discovered with the use of professional care;
but always no later than the last day of the guarantee period.

If the defect is not notified in time within the time limits under this article 12.2 GTC and, at the same time, in the Supplier's professional judgment, the late notification of the defect has led to the aggravation of the defect and/or the occurrence or aggravation of its consequences (including damage and other harm), then the Supplier shall only be liable for the defect and the consequences of the defect to the same extent as if the defect had been notified within the time limits pursuant to this Article 12.2 GTC; the Customer shall be fully liable for the aggravation of the defect and/or the occurrence or aggravation of its consequences due to late notification.

12.3 Removal of a legitimately claimed defect. Upon proper notification of the defect in accordance with Article 12.2 GTC, the Supplier shall examine the claim in relation to its validity. A legitimately claimed defect (i.e. a defect for which the Supplier's liability is not excluded, in particular according to the articles 12.1, 12.7 and/or 12.8 GTC) the Supplier shall remedy at its own expense within a period agreed with the Customer, taking into account the nature of the defect and the Supplier's capacity. The defect shall be removed in a manner at the Supplier's professional discretion. Normally, the defect will be rectified by on-site repair by the Supplier or a person authorised by the Supplier. If the repair cannot be carried out on site, it shall be carried out at a place chosen by the Supplier. If the defect cannot, in the Supplier's opinion, be remedied by repair, it will be remedied by the supply of a new part of the Product or a new Product and/or the provision of new Services. If the defect is difficult to remedy while not preventing the safe and reliable operation of the Performance, the Supplier may remedy the defect by providing a discount on the Contract Price in an amount corresponding to the value of the defect, but not exceeding five percent (5%) of the Contract Price under the Contract. The Customer shall not repair the defect itself or through a third party without the Supplier's prior written consent. If the Customer breaches its obligation under the preceding sentence, the guarantee for quality shall lapse.

12.4 Unjustified claim. If it is determined that the Supplier is not liable or is only partially liable for the claimed defect, the Supplier shall propose to the Customer a procedure for remedying the defect, including in particular the time limits, the price for remedying the defect and the effects on the warranty. The Supplier shall not be obliged to commence work to remedy a defect for which the Supplier is not responsible without agreement between the Parties on the terms of remedying the defect. For the avoidance of doubt, the Parties agree that the Customer shall reimburse the Supplier for all costs and expenses incurred by the Supplier in connection with the settlement of an unjustified claim or the removal of a defect for which the Supplier is not responsible.

12.5 Special provisions for the removal of defects. The Customer shall provide the Supplier, free of charge and at its own risk, with all the assistance necessary to remedy the defect. If the Supplier did not provide the installation, the Customer shall, at its own expense and risk, ensure in particular the dismantling and transportation of the claimed part of the Performance to the place designated by the Supplier, in a condition suitable for the removal of the defect (i.e. in particular after removal of media and without contamination). If the Supplier provided the installation, the Customer shall, at its own expense and risk, make the claimed part of the Performance accessible, including the dismantling or removal of any devices or things preventing access to the claimed part of the Performance. Replaced parts of the Filling shall become the property of the Supplier if the Supplier expresses an interest in them. The Customer shall be obliged to reimburse the Supplier in full for any increase in the Supplier's costs and expenses related to the Supplier's rectification of the defect outside the Czech Republic or in a different location than the place where the Performance was to be used (i.e. in particular the difference between the Supplier's standard hourly rates and local hourly rates, travel costs, travel time, foreign per diems, etc.).

12.6 Extension of warranty in case of defects. Unless otherwise agreed by the Parties, parts of the Products replaced during the Warranty Period and the results of Services newly provided during the Warranty Period shall be covered by the original warranty as defined in Article 12.1 OF THE GTC. The Warranty Period shall be extended by the period during which the Customer has been demonstrably unable to use the Performance due to defects for which the Supplier is solely responsible.

12.7 Obvious and quantitative defects. With regard to the Customer's obligation to inspect the Performance pursuant to Article 10.4 of the GTC, the Supplier shall not be liable in any way for any defects in quantity or apparent defects in the Filling or for any damage occurring in transit, unless

- (i) the Customer has brought the defects in question to the attention of the Supplier as part of the inspection report of the Filling issued pursuant to Article 10.4 GTC, or (ii) the defects have been proven to be due to the gross negligence or wilful misconduct of the Supplier or its employees.
- 12.8 Exclusions from liability for defects. In particular, the Supplier shall not be liable for the following defects:
- (i) defects resulting from improper storage, improper handling, installation, use, repair, maintenance or assembly of the Products or the results of the Services or other negligence or other improper conduct of the Customer, its employees or any other third party;
 - (ii) defects resulting from defective or improper construction work, construction readiness or unsuitability of the location where the Products or the results of the Services are used, or improper chemical, electrochemical or electrical inputs;
 - (iii) defects arising as a result of commissioning of the Performance without the presence of the Supplier or a person authorised by the Supplier (if the Supplier is to be present at the commissioning according to the Contract);
 - (iv) defects arising from causes outside the Performance itself;
 - (v) defects caused by normal wear and tear;
 - (vi) any defects consisting of wear and tear or damage to consumables such as: operating cartridges, soft seals and gaskets, etc;
 - (vii) defects according to the article 12.7 OF THE GTC;
 - (viii) defects notified after the expiry of the warranty period according to Article 12.1 defects not covered by the warranty due to breach of the conditions under Article 12.1 GTC;
 - (ix) defects caused by the use of items or information provided by the Customer, the unsuitability of which the Supplier could not have discovered with reasonable care;
 - (x) any defect in the event that the Contractor has not been provided with the operation and maintenance log or other operational records and reports requested by the Contractor to determine the cause of the defect.
- 12.9 Supplier's stock. In view of the preferred method of repairing defects specified above, the Supplier is not obliged to keep spare Products in stock.
- 13. Spare parts**
- 13.1 Delivery of spare parts. Unless otherwise provided in the Contract, no spare parts are part of the Performance. In the event that the Supplier recommends spare parts for the Performance and such spare parts are not part of the Performance under the Contract, the Supplier shall, at the Customer's request, provide the Customer with a list of recommended spare parts for operation during and after the warranty period with a time-limited offer for their supply; the supply of such spare parts shall then be the subject of a separate Contract concluded between the Supplier and the Customer in accordance with these GTC.
- 14. Intellectual property and confidential information**
- 14.1 Supplier's statement. The Supplier declares that it is fully entitled to dispose of the intellectual property rights attached to the Performance and undertakes to ensure the proper and undisturbed use of the Performance by the Customer (or the End Customer) in accordance with the Contract.
- 14.2 Indemnification of the Customer as a result of infringement of intellectual property rights. According to the terms and conditions described in the article 14.4 of the GTC, the Supplier is obliged to indemnify the Customer for damages suffered in connection with the use of the Performance as a result of claims brought by a third party on account of infringement of patent rights, utility model rights, trademarks, copyrights and other intellectual property rights duly registered or otherwise existing as of the date of conclusion of the Contract in the Czech Republic. However, such indemnification shall cover only the use of the Performance in accordance with the purpose described in the Contract.
- 14.3 Disclaimer. Notwithstanding the foregoing, the Supplier shall not be liable for any infringement of third party rights arising from intellectual property rights if there is any modification to the Deliverables after Completion, unless such modification is made by the Supplier, or if the Deliverables or the results of the Services are used for purposes or in a location other than as contemplated by the Contract.
- 14.4 Handling of claims. If, in connection with the matters referred to in this article 14.2 GTC, any proceedings are initiated against the Customer or any claim is made against the Customer, then the Customer must inform the Supplier immediately and not later than ten (10) calendar days after the Customer becomes aware of the fact. If the Customer fails to inform the Supplier within the time limit referred to in the preceding sentence, the Customer expressly waives all of its claims against the Supplier arising from such claims made by a third party, and such claims of the Customer against the Supplier shall be extinguished. If the Customer informs the Supplier in due time, the Supplier shall be entitled to undertake the relevant proceedings or settlement of the claim on behalf of the Customer at its own expense and to negotiate the settlement thereof. If the Supplier does not notify the Customer within ten (10) calendar days of receipt of the Customer's information that it intends to take action in the relevant proceedings or settlement, the Customer may take such action itself and act on its own behalf. If the Supplier notifies the Customer within ten (10) calendar days of receipt of the Customer's information that it is taking over the proceedings or settlement of the claim, the Customer may not take any legal action that could jeopardise the negotiating position in the proceedings or settlement of the claim, i.e. in particular to recognise third party claims, enter into a settlement agreement, etc. The Customer shall provide the Supplier with all available assistance in the conduct of the proceedings or settlement of the claim.
- 14.5 Indemnification of the Supplier as a result of infringement of intellectual property rights. The Customer shall indemnify and hold the Supplier harmless from and against any and all claims that may be brought by a third party for infringement of patent rights, utility model rights, trademarks, copyrights and other intellectual property rights to the extent that such claims arise out of or in connection with any design, data, information, instructions, drawings, specifications, documents, materials or other documents provided or designated by or on behalf of the Customer for the performance of the Contract.
- 14.6 Confidential information. Except as otherwise provided in the Contract, the Parties shall treat all documents, data and other information received from the other Party in connection with the performance of the Contract as confidential information ("**Confidential Information**"). Confidential Information shall not be disclosed by the receiving Party to third parties without the prior written consent of the providing Party.
- 14.7 Confidential Information Exemption. The obligation to protect Confidential Information does not apply to the Supplier's Subcontractors, the Supplier's professional advisors, and administrative or other public authorities or authorities when they exercise statutory control or other supervision under applicable law. Furthermore, the obligation to protect Confidential Information shall not apply to information that (i) was or became public without the Receiving Party's involvement after disclosure, (ii) was demonstrably known to the Receiving Party at the time of disclosure by the Disclosing Party and was freely available to the Receiving Party, (iii) was lawfully obtained by the receiving Party from a third party not bound by an obligation to protect Confidential Information; (iv) is within the normal scope of the Supplier's business references.
- 14.8 No copying. All documentation provided to the Customer in any form in connection with the Contract, these GTC and/or the provision of the Performance shall remain the intellectual property of the Supplier. The Customer shall be entitled to use the documentation solely for its own use to operate and maintain the Performance. The Customer undertakes not to copy or otherwise reproduce the documentation provided without the Supplier's consent, nor to pass it on or make it available to third parties. The Customer undertakes not to copy or produce the Products or parts of the Products supplied by the Supplier for itself or for third parties. This provision expressly does not apply to the operating and maintenance manuals that may be provided to the End Customer.

- 14.9 Exclusion of the granting of rights. The Customer understands and agrees that the provision of the Performance does not give the Customer any rights to use the names, trademarks, trade names, company logos, patents or other intellectual property rights of the Supplier or any third parties, unless otherwise provided in the Agreement and/or these GTC for a particular case.
- 14.10 Ownership of development results. Unless otherwise provided in the Contract, the Supplier shall become the exclusive owner of all intellectual property rights arising in connection with the Supplier's performance of its obligations under the Contract.
- 14.11 Customer's participation in the development. If the Customer actively participates in the development of the Products or Services, the intellectual property rights arising from the development of the Products or Services shall be governed by a separate agreement that takes into account the participation of the Parties in such development.

15. Processing of personal data

- 15.1 Privacy Policy. As personal data may be processed in the performance of the Contract, the Parties hereby agree on the terms and conditions for the protection of personal data within the meaning of Article 28(3) of Regulation (EU) 2016/679 of the European Parliament and of the Council (hereinafter referred to as "GDPR").
- 15.2 General Arrangements. In the performance of the Contract, the Parties may act in relation to each other in particular as administrator, processor or two separate administrators. If a separate data protection agreement (including an agreement on processing for marketing purposes) is or will be agreed between the Parties, the separate agreement shall prevail over the provisions of this Article 15 GTC. The Parties undertake to act with due professional care in processing personal data and to protect the legitimate interests of personal data subjects. The Parties are obliged to respect the requirements of the GDPR, Act No. 110/2019 Coll., on the processing of personal data, as amended, and other legislation governing the protection of personal data. Upon completion of the processing, the Parties are obliged to delete or otherwise remove all personal data, unless the relevant legislation requires the retention of the personal data in question.
- 15.3 Purpose, duration of processing and categories of personal data. The purpose of the processing of personal data is the performance of the Contract and the Parties are entitled to process personal data only to the extent necessary for the fulfilment of that purpose. The processing will be carried out for the duration of the Contract or, where applicable, longer for the duration of the legitimate interest of the relevant Party or for the period required by applicable law. The subjects of the personal data will be persons involved in the performance of the Contract, in particular project managers and other involved employees of the Parties or their suppliers. In particular, the following personal data will be processed: name and surname, job title, telephone number, e-mail address and, where necessary (access permits, etc.) birth number, education and qualifications. No sensitive personal data will be processed in the performance of the Contract.
- 15.4 Cooperation, notification and technical measures. The Parties are obliged to provide each other with the necessary cooperation for the proper and timely fulfilment of their legal obligations, in particular the obligation of the controller to respond to requests to exercise the rights of data subjects. Taking into account the state of the art, the cost of implementation, the nature, scope, context and purposes of the processing of personal data, as well as the varying likelihood and severity of the risks to the rights and freedoms of natural persons, the Parties are obliged to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk within the meaning of Article 32 of the GDPR. In the event of a personal data breach, the Parties shall notify the other Party without delay in accordance with Article 33(2) of the GDPR. Thereafter, the Parties shall use their best endeavours to limit the adverse effects of the breach.
- 15.5 Other processor. The Parties are entitled to entrust the processing of personal data within the meaning of this Article to 15 GTC to another processor only if such processing is permitted by applicable law and provided that the processor has undertaken to comply with the data protection obligations in accordance with these arrangements.
- 15.6 Written records. If the Party employs more than 250 persons, or the processing of personal data may pose a risk to the rights and freedoms of data subjects, the processing is not occasional, or involves the processing of special categories of data or personal data relating to criminal convictions, then the Party shall keep written records of all categories of personal data processing activities, including, but not limited to:
- (i) the name and contact details of the processor (or other processors), the controller, the processor's representative, if any, or the data protection officer;
 - (ii) categories of processing of personal data carried out for the controller;
 - (iii) information on the possible transfer of personal data to a third country or international organisation, including the identification of that third country or international organisation and the demonstration of appropriate safeguards;
 - (iv) description of technical and organisational security measures.
- 15.7 Marketing. The Customer (legal entity) agrees to be included in the Supplier's marketing database for the purpose of offering products and services, conducting marketing studies aimed at determining customer satisfaction and improving the products and services offered by the Supplier. The Customer further agrees to receive commercial communications from the Supplier.

16. Limitation of the consequences of a breach of duty

- 16.1 Limitation of liability for damages. Notwithstanding any other provision and subject to the provisions of Article 16.2 a 16.3 of the GTC, the Parties agree that any aggregate foreseeable damages that the Customer may incur in connection with the performance of the Contract from one or more breaches of the Supplier's contractual or statutory obligations may not exceed twenty-five percent (25%) of the Contract Price under the Contract exclusive of VAT, and therefore the Parties agree that the Supplier's liability to the Customer for any damages, including any liquidated damages, shall not exceed twenty-five percent (25%) of the Contract Price under the Contract exclusive of VAT.
- 16.2 Limitation of liability for indirect damages. Notwithstanding any other provision and subject to the provisions of Article 16.3 GTC, the Parties agree that they do not anticipate any indirect or consequential damages or other harm (i.e. (i) loss of use of equipment and capacity, loss of production, loss of non-production, loss of downtime, loss of profit or loss of interest on profit, loss of market, loss of contracts or opportunities, damage to goodwill or reputation, cost of obtaining new financing or maintaining existing financing, the cost of dismantling and installing any equipment, the payment of any sums to third parties or authorities, including damages, penalties, contractual fines and fines under applicable law) and any special damages (i.e. In particular, nuclear damage and environmental damage; the aforementioned indirect, consequential and special damages are hereinafter referred to as "**Indirect and Consequential Damages**") that may arise to the Customer in connection with the performance of the Contract from one or more breaches of the Supplier's contractual or statutory obligations, and therefore the Parties agree to exclude entirely the Supplier's liability to the Customer for any Indirect and Consequential Damages and any other damages.
- 16.3 Exclusions from the limitation of liability. Limitation of liability agreed in the Articles 16.1 a 16.2 of the GTC shall not apply if the damage is caused by the Supplier or its employees intentionally or through gross negligence.
- 16.4 Contractual penalty as lump sum compensation. Notwithstanding any other provision of the Contract or these GTC, the Customer's right to payment of liquidated damages shall be the sole and exclusive remedy to which the Customer is entitled and the Supplier's sole and exclusive obligation in the event of a breach of the Supplier's obligation evidenced by the liquidated damages in question. Force majeure circumstances shall exclude the applicability of contractual penalties paid by the Supplier to the Customer.
- 16.5 Coverage for damages by insurance. Notwithstanding any other provision of the Contract or these GTC, in the event of damage caused by the Supplier which is covered by the Customer's insurance, the Supplier's liability shall be limited to the amount of the Customer's deductible;

liability under this clause 16.5 of the GTC shall in no case exceed the limits of liability agreed in the above articles 16.1 a 16.2 OF THE GTC. The Customer is obliged to inform the Supplier of the terms of the insurance without delay after the conclusion of the Contract.

- 16.6 **Priority and exclusivity.** The Parties hereby declare that they are in agreement as to the extent of the Supplier's liability when its obligations, liabilities and remedies to the Customer set out in the Agreement and these GTC constitute the sole and exclusive obligations, liabilities and remedies which are in full substitution for any obligations, liabilities and remedies which may be implied from the governing law, common law, the law of equity, criminal and tort law, any legal doctrine, theory or otherwise. The Parties expressly exclude the application of Section 2914 of the Civil Code.
- 16.7 **Preferred applications.** The provisions of this Article 16 GTC shall prevail over any different provisions of the Agreement and these GTC.

17. Higher Power

- 17.1 **Definition of force majeure.** Force Majeure means an extraordinary or unforeseeable obstacle which has arisen independently of the Supplier's will and which temporarily or permanently prevents or unreasonably hinders the Supplier from fulfilling its obligations or makes it unreasonably difficult for the Supplier to fulfil its obligations, if it cannot reasonably be assumed that the Supplier would have averted or overcome the obstacle or its consequences and that the Supplier would have foreseen the obstacle at the time of conclusion of the Contract. Force majeure includes in particular:
- (i) war, a state of war or warlike operations, invasion, intervention by a foreign military power, and civil war;
 - (ii) insurrection, revolution, rebellion, civil or military coup, conspiracy, riot, civil disobedience and acts of terrorism;
 - (iii) strike, sabotage, blockade, embargo, import or export restrictions;
 - (iv) natural disaster or other physical calamity;
 - (v) documented failure of delivery by the Subcontractor;
 - (vi) any existing or future consequences of any epidemic affecting the performance of the Contract (including delays in the delivery of input materials, production limitations, transportation or local restrictions, etc.).
- 17.2 **Force Majeure Notification.** If any event of force majeure prevents or hinders the Supplier from performing its obligations under the Contract, the Supplier shall notify the Customer of such circumstances without undue delay after the occurrence of the relevant event.
- 17.3 **Consequences of force majeure.** The Supplier shall not be in default of its obligations under the Contract for the entire duration of the Force Majeure. Further, a breach of any of the Supplier's obligations as a result of Force Majeure shall not give rise to any claim for damages, payment of liquidated damages or a claim for payment of any costs or expenses incurred by the Customer. The occurrence of Force Majeure shall result in the postponement of the dates of Performance in accordance with 8.5 OF THE GTC.
- 17.4 **Withdrawal from the Contract due to force majeure.** In the event that the Force Majeure event lasts longer than one hundred eighty (180) calendar days, either Party shall be entitled to withdraw from the Contract pursuant to Article 20 OF THE GTC. In such case, the Customer shall be obliged to reimburse the Supplier for the value of the Performance provided to date, as well as for all work, expenses and costs incurred by the Supplier for the Products and Services in the development phase.

18. Amendments to the Contract

- 18.1 **Amendments to the Contract.** Unless otherwise expressly provided in the Contract or in these GTC for a particular contractual provision, term or condition, any modification of the Contract and its terms may be made only by means of a written, numbered and properly dated amendment which must be duly signed by persons authorized to represent the Parties.
- 18.2 **Mandatory elements of the amendments.** The Supplier shall not be obliged to make any change without the Parties expressly agreeing in the relevant addendum the effects of the change on the Contract Price, the terms of Performance, the warranties provided by the Supplier, or any other contractual terms which the Supplier shall change.

19. Suspension of the Contract

- 19.1 **Suspension of the Contract.** The Supplier is entitled to suspend performance of the Contract if:
- (i) The Customer becomes in default in the payment of any payment to which the Supplier is entitled under the Contract, these GTC and/or any contractual relationship between the Supplier and the Customer until the amount due has been paid in full; or
 - (ii) it is clearly evident from the circumstances that the Customer will not be able to fulfil its obligations under the Contract and/or these GTC until the Customer provides the Supplier with sufficient security for its obligations (e.g. in the form of a bank guarantee, parent company guarantee, etc.).
- 19.2 **Other arrangements for suspension of the Contract.** The Supplier is obliged to inform the Customer in writing of the suspension of the performance of the Contract. In the event of suspension of performance of the Contract pursuant to Article 19.1 19.19 of the GTC, the Supplier shall not be in default for the entire period of such suspension. The Supplier shall be entitled to reimbursement of all costs and expenses incurred in connection with the suspension of performance of the Contract. The postponement of the dates of Performance pursuant to Article 8.5 (i), (ii) and (iii) of the GTC shall occur whether or not the Contract has been suspended.

20. Early termination of the Contract

- 20.1 **Termination of the Contract by the Customer.** The Customer shall be entitled to withdraw from the Contract only in the cases expressly agreed in the Contract and in the following cases which, as agreed by the Parties, constitute a material breach of the Contract:
- (i) the conditions for withdrawal from the Contract according to the article 9.6 OF THE GTC;
 - (ii) the force majeure circumstances last for the period specified in the article 17.4 OF THE GTC;
 - (iii) the Supplier has been declared bankrupt in insolvency proceedings, has had an insolvency petition dismissed against it for lack of assets or has entered liquidation .
- 20.2 **Termination of the Contract by the Supplier.** The Supplier is entitled to withdraw from the Contract in the cases provided for in the Contract and in the cases provided for in the Civil Code. The Supplier is also entitled to withdraw from the Contract in the following cases:
- (i) The Customer is in default in the payment of any part of the Contract Price for the period specified in clause 5.7 (iii) of the GTC;
 - (ii) the Customer fails to provide assistance for the Acceptance of the Performance within the period specified in the article 9.8 OF THE GTC;
 - (iii) the force majeure circumstances last for the period specified in the article 17.4 OF THE GTC;
 - (iv) the Customer has been the subject of insolvency proceedings, has been declared bankrupt in insolvency proceedings, has been declared bankrupt, has been granted reorganisation or insolvency relief or has had an insolvency petition dismissed for lack of assets, or has entered into liquidation, or has been appointed administrator over part of its business or assets;
 - (v) The Customer has set off its claim against the Supplier's claim in violation of Article 23.4 OF THE GTC;
 - (vi) The Customer has assigned to a third party the Contract or any part thereof, or any right, obligation or interest arising under the Contract or these GTC in breach of 23.5 OF THE GTC;
 - (vii) The customer has exercised the retention right in violation of the article 23.6 OF THE GTC;
 - (viii) The Customer has pledged claims against the Supplier in violation of 23.7 OF THE GTC.

- 20.3 Withdrawal from part of the Contract. If a Contracting Party has the right to withdraw from the Contract, that Contracting Party may withdraw from all or part of the Contract. If a Party does not indicate that it is withdrawing from a specified part of the Contract, it shall withdraw from the whole Contract.
- 20.4 Form and effects of withdrawal. Withdrawal from the Contract must be in writing and must be delivered to the other Party in accordance with Article 21 OF THE GTC. Withdrawal shall be effective from the date on which the notice of withdrawal is delivered to the relevant Party. Upon withdrawal, the Contract shall terminate.
- 20.5 Continuing Provisions. They do not terminate upon withdrawal or other termination of the Agreement:
- (i) claims for damages arising from breach of the Contract or these GTC;
 - (ii) claims for payment of contractual penalties or default interest, if any, under the Contract or these GTC;
 - (iii) monetary claims of the Supplier against the Customer arising under or in connection with the Contract or these GTC;
 - (iv) provisions of the articles 14, 16, 22 a 23 GTC;
 - (v) the provisions governing the relationship between the Parties after withdrawal from the Contract, in particular this Article 20 GTC;
 - (vi) Provisions relating to such rights and obligations which by their nature are intended to bind the Parties after termination of the Contract.
- 20.6 Liability for defects after withdrawal from the Contract. The Supplier's liability and the Customer's claims for defects in the Performance of which the Customer becomes the owner in accordance with Article 20.7 GTC, shall be governed mutatis mutandis by the provisions of Article 12 (i) the warranty period for the Products shall be twelve (12) months from the effective date of withdrawal from the Contract or from the Completion of the Performance pursuant to Article 9.2 GTC, whichever is earlier; (ii) the warranty period for quality shall be for materials supplied only; and (iii) the warranty period for Services and spare parts shall be three (3) months from the effective date of withdrawal from the Contract or Completion pursuant to Article 9.2 and/or 9.3 GTC, whichever is earlier.
- 20.7 Settlement of the Parties. Upon withdrawal from the Contract, the Parties' mutual claims shall be settled as follows:
- (i) Except as provided in clause (ii) below, the Customer shall retain all Products to which it has acquired title and shall further be required to make an Acceptance of all Products for which Completion has occurred in accordance with 9.2 clause (ii) and/or (iii) of the GTC, and (if technically possible) any Products in the Work in Progress. The Customer shall be obliged to pay the Supplier for all Products pursuant to the preceding sentence in accordance with the Contract if it has not already done so. Costs and expenses incurred by the Supplier in connection with the withdrawal from the Contract shall be borne by the Customer;
 - (ii) In the event that the Customer withdraws from the Contract for the reason stated in Article 20.1 (i) of the GTC, the Customer must notify the Supplier within thirty (30) calendar days of the effective date of withdrawal from the Contract whether or not it will accept the undelivered Products, including Products in the work-in-progress stage. If the Customer chooses to accept the undelivered Products, it shall pay the Supplier in accordance with the Contract. In the event that the Customer chooses not to take delivery of the undelivered Products, the Supplier shall refund to the Customer any part of the Contract Price paid for such undelivered Products. In such case, each Party shall bear its own costs related to the withdrawal from the Contract. If the Customer fails to communicate its position to the Supplier within the aforementioned thirty-day period, the Customer shall take over the undelivered Products, including all Products in the work-in-progress phase.
 - (iii) The Customer shall pay the Supplier the Contract Price for all Services performed, including a proportionate part of the Contract Price for Services performed only partially;
 - (iv) For the avoidance of doubt, the Parties agree that any sums to be refunded by the Supplier to the Customer in accordance with the above settlement methods following withdrawal from the Contract shall be refunded to the Customer without any interest.

21. Delivery

- 21.1 Delivery. Except as otherwise provided in the Contract, all communications, information and other correspondence under the Contract ("**Correspondence**") addressed to one Party (the "**Addressee**") must be made in writing by the other Party (the "**Notifier**") and delivered to the Addressee at the contact details set out below by hand, registered post, courier or ordinary email. Unless otherwise provided in the Contract, all correspondence sent to the addressee by ordinary e-mail to notify, acknowledge, create, modify, waive or terminate a right, claim or obligation of the Party under the Contract or these GTC must be acknowledged by the notifier no later than three (3) Business Days after the sending of the relevant e-mail, either personally, by registered mail or by courier, in which case only the correspondence in question shall be delivered on the date of sending of the original ordinary e-mail. The Supplier's invoices may be delivered to the Customer by ordinary e-mail without additional confirmation by other means. Correspondence sent by registered post or courier shall be sent on the date stamped by the post office or received by the courier and delivered on the third day after posting. Correspondence delivered by hand shall be delivered at the moment of its delivery at the address indicated below or at the moment when the addressee refuses to accept it without serious reason.
- 21.2 Contact details of the Supplier. The Supplier's contact details are specified in the Contract. If the Supplier's contact details are not specified in the Contract, the following contact details will be used:
- G - Team a.s.
Vochoř 50, 330 23 Vochoř, Czech Republic
E-mail: gteam@g-team.cz
phone: +420 377 822 401, +420 377 822 410
- 21.3 Customer's contact details. The Customer's contact details are specified in the Contract. If the Customer's contact details are not specified in the Contract, the contact details in the commercial register or other similar records shall be used.

22. Applicable law and dispute resolution

- 22.1 Governing law. Contractual relations based on the Contract and these GTC are governed by the law of the Czech Republic. Facts not covered by the Contract or these GTC shall be governed in particular by the Civil Code.
- 22.2 Dispute Resolution. In the event of any dispute arising out of the Contract, including any dispute regarding the validity or termination of the Contract, the following procedure shall apply:
- (i) during all stages of the dispute resolution process, the Parties shall continue to perform their contractual obligations in accordance with the Contract until the conclusion of the proceedings under Article 22.3 OF THE GTC;
 - (ii) in the event of any dispute arising out of the Contract or these GTC, the representatives of the Parties shall make every effort to resolve such dispute in the first phase through amicable negotiations at the level of project managers;
 - (iii) if the representatives of the Parties fail to resolve the dispute through mutual negotiations at the level of project managers within fifteen (15) calendar days of the commencement of negotiations pursuant to clause (ii) above, the dispute shall be submitted to the statutory bodies of both Parties for settlement;
 - (iv) if the dispute is not amicably resolved within thirty (30) calendar days of the date on which the dispute is submitted to the statutory bodies of the Parties for settlement, either Party may initiate proceedings under Article 22.3 OF THE GTC.
- 22.3 Prorogation. Any disputes arising under or in connection with the Agreement or these GTC that are not resolved amicably pursuant to Article 22.2 GTC, shall be decided by a court of competent jurisdiction in Pilsen, Czech Republic.

23. Final provisions

- 23.1 The Salvator Clause. The individual provisions of the Agreement and these GTC are independent of each other. If any provision of the Contract and/or these GTC is found to be inadmissible, invalid or unenforceable under applicable law, such provision shall not affect the validity or enforceability of the other provisions of the Contract or these GTC. The Parties hereby undertake to replace any impermissible, invalid or unenforceable provisions of the Contract and these GTC with permissible, valid and enforceable provisions and terms that are as close in meaning and purpose as possible to the original impermissible, invalid or unenforceable provisions.
- 23.2 Subcontractors of the Supplier. The Supplier is entitled to use Subcontractors to fulfil its obligations under the Contract and these GTC. If the Supplier provides any part of the Performance using a Subcontractor, then the Supplier shall be responsible for such performance as if the Supplier had provided it itself. The Supplier shall not be obliged to provide contact details of its Subcontractors or otherwise allow the Customer to inspect the Subcontractors unless otherwise agreed by the Parties in the Contract.
- 23.3 The Supplier's independence in relation to third parties. Unless the Contract expressly provides otherwise, the Supplier is entitled to provide the Performance or parts thereof and spare parts to any third party, regardless of whether or not any legal relationship exists between the Customer and the third party.
- 23.4 Set-off of receivables. The Customer is not entitled to unilaterally set off its claims against the Supplier's claims arising in connection with the Contract or these GTC.
- 23.5 Prohibition of assignment of rights. The Customer may not assign the Contract or any part thereof, or any of its rights, obligations, claims or interests under the Contract and/or these GTC, to a third party without the prior express written approval of the Supplier. This provision shall not prevent any general successor in title of the Customer from entering into the legal relationship established by the Contract as the Customer.
- 23.6 Prohibition of retention. The Parties agree that the Customer shall not be entitled to withhold or refuse to deliver any item (including documentation, Products, tangible outputs of the Services, any materials, blanks, media, etc.) which the Customer obtains into its possession in connection with the performance of the Agreement or these GTC and which is in the possession of the Supplier or is to be delivered or returned to the Supplier without the Supplier's prior written consent. The arrangement pursuant to the preceding sentence expressly excludes the application of the provisions of Section 1395 of the Civil Code.
- 23.7 Suspension of claims. The Parties agree to exclude the possibility of pledging the Customer's receivables which the Customer has as of the date of conclusion of the Contract against the Supplier or which the Customer incurs against the Supplier on the basis of the Contract. The attachment of receivables pursuant to the preceding sentence shall only be possible with the prior written consent of the Supplier.
- 23.8 Expiry of the prohibition on set-off, assignment and pledge of claims. In the event that insolvency proceedings are commenced against the other Party which are not terminated for lack of cause within ten (10) calendar days of the commencement thereof, the prohibition on set-off, assignment and pledge of claims applicable to the Party under these GTC shall be waived and the Supplier shall be entitled to unilaterally set off against the Customer's claims arising in connection with the Contract or these GTC any of its (or any claims acquired by assignment) due and undue claims.
- 23.9 Limitation period. In accordance with the provisions of Section 630 of the Civil Code, the Parties hereby extend the length of the limitation period for the Supplier's rights under the Contract or these GTC for a period of ten (10) years.
- 23.10 Restrictions on resale. The Customer agrees, in the event of resale, to sell the Products and results of the Services only to a user who contractually agrees in advance not to use the Products and results of the Services for the development or production of nuclear, chemical or biological weapons or for the development or production of missiles capable of delivering such weapons, and who contractually agrees to do so for any resale to another user. In the case of export, the Customer undertakes to seek the prior approval of the Supplier. The Customer shall also provide, as an annex to the request for consent, a declaration by the end user within the meaning of this Article.
- 23.11 Adherence to the highest ethical principles. "Corrupt Conduct" as used in this Article means the offering, promising, giving, soliciting or receiving of any improper advantage, gratuity, improper gift, expression of hospitality or reimbursement of expenses, directly or indirectly, to or from any person in the position of any employee, agent or member of the governing body of any person or organization, private or public, for the purpose of obtaining, retaining or directing business or securing any other advantage in the execution and performance of the respective Contracts and these GTC. The Parties shall observe the highest ethical principles and avoid Corrupt Practices in connection with these GTC and in the conclusion and performance of the individual Contracts.
- 23.12 Publication of the GTC. Individual versions of these GTC shall be published by the Supplier on the website www.g-team.cz, indicating the version and date of publication. Reference to the current published version of the GTC shall be deemed sufficient, clear and certain for the relevant current version of the GTC to apply to the contractual relationship in question.
- 23.13 Changes to the GTC. The Supplier is entitled to make changes to the GTC at any time on the website www.g-team.cz. Newly concluded Contracts will always be governed by the current version of the GTC. The new version of the GTC shall apply to already concluded Contracts if both Parties agree to it in writing.
- 23.14 Effectiveness. This version of the GTC is effective from 1.7.2023.