

GENERAL TERMS AND CONDITIONS OF THE COMPANY

AWELD spol. s r.o.

1. DEFINITION OF TERMS

1.1. SELLER or CONTRACTOR or MANDATARY - in the text of these General Terms and Conditions referred to collectively as Supplier:

AWELD spol. s r.o. with registered office at Sládkova 984, 337 01 Rokycany, Czech Republic, ID No. 648 35 499, VAT No. CZ64835499, registered in the Commercial Register maintained by the Regional Court in Pilsen, Section C, Insert 7709.

1.2. BUYER or CUSTOMER or MANDATOR- herein referred to collectively as Buyer:

A natural person with a place of business in the Czech Republic or abroad, identified by name, identification number, address of the place of business and indication of the public register with which it is registered, or a legal person with a registered office in the Czech Republic or abroad, identified by name, identification number, address of the place of business and indication of the public register with which it is registered.

1.3. PERFORMANCE SUBJECT - CONTRACTUAL TYPE

1.3.1. manufacture of the item by the Supplier on the basis of a work contract (hereinafter referred to as "delivery and installation") - WORK CONTRACT

1.3.2. the modification or repair (renovation) of a thing owned by the Buyer on the basis of a work contract - WORK CONTRACT

1.3.3. the sale of a new item to the Buyer under a purchase agreement (hereinafter referred to as "delivery of a new item") - PURCHASE AGREEMENT

1.3.4. procurement of the purchase of the used item (machinery, equipment, components) by the Supplier for the Buyer:

a) without modification by the Supplier on the basis of an order contract - ORDER CONTRACT

b) with the modification or repair carried out by the Supplier according to the instructions of the Buyer - ORDER CONTRACT (procuring the purchase of the item) in conjunction with the WORK CONTRACT (carrying out the repair or modification of the procured item)

1.4. OFFER

The Supplier's offer is usually in response to a Buyer's enquiry or follows on from a previously concluded contract. Its content is a statement of the terms and conditions under which the Supplier is interested in concluding a contract. The Supplier guarantees the terms and conditions stated in the offer for the period stated in the offer, but not longer than 14 calendar days from its dispatch to the Buyer. By agreement between the Buyer and the Supplier, the time limit according to the preceding sentence may be extended. The following general terms and conditions shall form part of the offer.

1.5. CONTRACT

The relevant contract (purchase contract, work contract or order contract) may be concluded by any of the methods specified in Article 2 of these Conditions. Any deviating provisions in a specific contract shall prevail over the wording of these Conditions.

1.6. GENERAL TERMS AND CONDITIONS

These general terms and conditions (hereinafter referred to as the "Conditions") govern the rights and obligations of the parties to the contractual relationship established by the relevant contract. These Terms and Conditions form an integral part of all offers of the Supplier and become binding on both parties upon the conclusion of the contract between the Buyer and the Supplier.

1.7. ORDER (PROPOSAL FOR CONCLUSION OF A CONTRACT)

An order is a unilateral proposal for the conclusion of a contract addressed to the Supplier by the Buyer in any form (oral or written). The subject of the order is the ordering of the performance subject specified in paragraph 1.3 of these Conditions from the Supplier.

In the event that the Buyer's order follows a quotation sent by the Supplier, the Buyer has agreed to the application of these Conditions to the contractual relationship entered into by placing the order.

1.8. CONFIRMATION OF ORDER - this confirmation shall mean ACCEPTANCE of the PROPOSAL TO ENTER into the CONTRACT and RECAPITULATION of the CONTRACT SCOPE

Confirmation of the Order shall constitute acceptance by the Supplier of the proposal to enter into the Contract. The Supplier shall confirm the Buyer's order only if the Buyer has accepted the Supplier's terms and conditions in writing in the order. In the event that only a general order has been made or the parties have negotiated the performance subject orally, the Supplier

shall draw up an order confirmation or a recapitulation of the contract and deliver it to the Buyer together with a request for payment of the price advance. The Buyer shall confirm the correctness and binding nature of the contents of this contract expressly or by payment of the price advance.

1.9. AUTHORISED PERSONS

Both contracting parties are obliged to designate in the concluded contract or in the order or order confirmation the persons authorised to act for each of the contracting parties in the given contractual relationship. It is possible to designate separate persons for commercial and technical matters.

2. THE MOMENT OF CONCLUSION OF THE CONTRACT BETWEEN THE SUPPLIER AND THE BUYER

The contract is concluded:

- 2.1. upon delivery of the Buyer's written order confirmation to the Supplier.
- 2.2. by the express confirmation of an orally executed order pursuant to Article 1, paragraph 1.8 of the GTC.
- 2.3. in case of doubt as to the moment of conclusion of the contract according to the above points, by payment of the advance by the Buyer upon receipt of the Supplier's advance invoice, with the scope of the contract being part of the order confirmation.
- 2.4. by signing the contract by both parties, if the contract is concluded in the presence of both parties in writing.
- 2.5. at the moment when the contract, signed by the parties by distance, is delivered to the last of the parties.
- 2.6. If the Buyer does not agree with the contents of the order confirmation, the Supplier shall issue a new confirmation with a recapitulation of the contract. At the time, the subsequent order confirmation shall supersede all previous confirmations in relation to the original order.

3. FULFILLMENT DATES

- 3.1. The Supplier is obliged to fulfil its obligations under the Contract at the agreed time and place of performance.
- 3.2. The Supplier shall not be in default in the performance of its obligations under the Contract for the period during which the Buyer is in default in providing the cooperation necessary for the proper performance of the Supplier's obligations under the Contract, in particular in the event of failure to ensure construction readiness for the performance of the Work at the place of performance.
- 3.3. The Supplier shall not be in default in the performance of its obligations under the Contract for the period during which the Buyer is in default in the payment of the advance payment of the agreed price or any other payable obligation of the Buyer to the Supplier.
- 3.4. The agreed period of performance for the Supplier shall be extended by the period of delay of the Buyer in providing cooperation and the Supplier shall be entitled to payment of a contractual penalty of 0.5% of the price of performance for each day of delay of the Buyer in providing cooperation. The Buyer undertakes to pay the contractual penalty according to this paragraph to the Supplier.

4. PERFORMANCE PRICE

- 4.1. In the case of the performance subject pursuant to Article 1.3, paragraph 1.3.1, paragraph 1.3.3, paragraph 1.3.4 b) of these Conditions, the price is determined by an estimate or an incomplete and non-binding preliminary budget and consists of the price of the machine or equipment to be supplied, the price of the work associated with assembly, installation, repair or modification and other costs, in particular the costs associated with transport, demonstration of the machine or equipment and training of the operator. The final price will always be calculated on the basis of the actual scope of the work carried out in relation to the cooperation provided by the Buyer and will take into account the actual condition of the item to be refurbished or repaired after the initial technical acceptance/inspection by the Supplier. Costs associated with retrofitting at the Buyer's request or if it is not possible to carry out the retrofitting on the date of delivery of the performance subject due to the Buyer's unreadiness are not part of the price of the work and will be charged in excess of the price of the work.
- 4.2. In the event that the Supplier discovers, during the initial technical acceptance/inspection, that the condition of the item to be repaired or renovated requires a greater scope of work than was anticipated at the conclusion of the contract, as a result of which the estimated price will have to be substantially exceeded, the Supplier shall inform the Buyer of this fact without undue delay, stating the new price. In such a case, the Buyer may withdraw from the contract. If the Buyer does not withdraw from the contract without undue delay (within 7 days at the latest) after receiving the notification of the higher price, the change shall be deemed to be agreed.
- 4.3. In the cases referred to in paragraph 4.2 of these Conditions, the Buyer may notify the Supplier that it insists on the originally estimated scope of work at the originally estimated price. In such a case, the Supplier shall be entitled to

withdraw from the Contract in whole or in part if the Contract contains more than one performance subject. The grounds for withdrawal will normally be that the required procedure cannot achieve the purpose of the contract or that such procedure may lead to depreciation or damage to the item.

- 4.4. In the event of withdrawal from the contract, the Supplier shall hand over to the Buyer the item to be refurbished or repaired at the location of its plant and the Buyer shall take possession of the item at that location. In this case, the Supplier shall be entitled to payment of the costs associated with the performance of the contract until the time of technical acceptance/inspection (e.g. dismantling, cleaning, removal of cover layers, etc.). Unless otherwise agreed in a particular case, the Buyer is obliged to pay the invoiced costs to the Supplier prior to the return of the item to be refurbished or repaired.
- 4.5. In the case referred to in paragraph 4.2 of these Conditions, the agreed period of performance of the entire order according to the concluded contractual relationship shall be extended by the period corresponding to the period from the technical acceptance/inspection to the expiry of the deadline for delivery of any notification of disagreement with the price increase.
- 4.6. In the case of the performance subject according to Article 1.3, paragraph 1.3.3 and paragraph 1.3.4 a) of these conditions, the price is agreed according to the terms of the concluded contract. In addition to the price, the Supplier is entitled to charge the costs associated with transport, demonstration of the machine or equipment and training of the operator at prices according to the Supplier's price list.
- 4.7. In principle, the price is quoted exclusive of VAT, unless otherwise stated. VAT shall be added to the price at the statutory rate.
- 4.8. In the case of export of the performance subject outside the Czech Republic, the Buyer shall be obliged to provide proof of customs export in the prescribed form and within the relevant deadlines in accordance with the relevant regulations. If he fails to do so, he shall be obliged to pay to the Supplier the amount corresponding to the relevant value added tax immediately after the Supplier notifies the Buyer of this obligation.

5. PAYMENT TERMS

- 5.1. Unless otherwise agreed in a particular case, the Buyer shall always pay the Supplier an advance payment of the agreed price in the amount corresponding to 50% of the price within 14 days of receipt of the order confirmation together with a call for payment of the advance payment, and the Buyer shall pay the balance of the price corresponding to the remaining 50% of the price before taking over the performance subject, but at the latest within the due date specified in the invoice by which the price of the work or the purchase price was invoiced.
- 5.2. The Supplier is entitled to deliver invoices to the Buyer only by electronic means to the contact specified in the order.
- 5.3. In the event that payment terms are agreed between the parties in deviation from the provisions of paragraph 5.1 hereof, invoices are due 14 days from their issue.
- 5.4. The date of payment of the price shall be the date on which the relevant amount is credited to the Supplier's account indicated on the invoice.
- 5.5. In the event of delay in payment of the advance payment of the purchase price or the additional payment of the purchase price, the Supplier shall be entitled to claim a contractual penalty of 0.5% of the amount due for each day of delay and shall also be entitled to withdraw from the contract without further notice. The Buyer undertakes to pay the contractual penalty according to this paragraph to the Supplier.

6. OTHER CONDITIONS OF PERFORMANCE

6.1. INITIAL TECHNICAL ACCEPTANCE BY THE SUPPLIER

In the case of performance under Article 1.3, paragraph 1.3.2 and paragraph 1.3.4 b), the Supplier shall, as soon as practicable after receipt of the subject machinery, equipment or components at its plant, carry out an incoming technical acceptance/inspection in accordance with AQS standards and record the findings in an incoming report. The Supplier shall then proceed in accordance with the price provisions of these Conditions according to the results of the incoming inspection/acceptance.

6.2. TOLERANCES, MEASUREMENTS

In the case of intolerable dimensions and other parameters, the Supplier shall follow its internal guidelines and standards, unless otherwise agreed.

6.3. PLACE OF PERFORMANCE

Unless otherwise agreed in writing, the place of performance shall be the Supplier's place of business. Another place of performance may be agreed in a specific contract and named as the place of delivery.

6.4. PACKAGING

Unless otherwise agreed, the performance subject shall be packed in preparation for dispatch from the Supplier's factory according to its standard procedures, taking into account the nature and dimensions of the individual items. This standard packing shall not be in the nature of preservation packing or packing/preparation for other specific purposes (transport by ship, plane, train, sealing, etc.). In the event that the Buyer delivers items (components) for refurbishment or repair in returnable packaging and requires their return, the Buyer shall notify the Supplier in writing in advance. In particular, he shall notify the Supplier if he requests the return not only of a given type of packaging but of a specific individual packaging. Otherwise, the Supplier shall be entitled to choose the appropriate packaging for the performance subject.

6.5. DOCUMENTATION (COMMERCIAL, TECHNICAL)

6.5.1. Unless otherwise agreed in a particular case, the delivery of the performance subject shall include the delivery note; in the case of complete machines and equipment, also the operating instructions. The Supplier shall only prepare documentation other than that specified in the preceding sentence, including a declaration of conformity, provided that the Buyer has requested such documentation in writing in advance or if it is obliged to prepare such documentation by a binding legal regulation.

6.5.2. If technical drawings, calculations or other technical documentation (hereinafter referred to as "documentation") are part of the performance subject, they are the intellectual property of the Supplier. The Buyer shall be entitled to use them exclusively in connection with ensuring the proper operation of the delivered performance subject. The Buyer shall not be entitled to use the documents in any way other than as stated in the preceding sentence without the Supplier's consent. In particular, the Buyer is not entitled to provide the documents or any part thereof to a third party or otherwise use them for its own benefit.

6.6. TRANSPORTATION

If a place of performance other than according to Article 6, paragraph 6.1 hereof is agreed upon, the specific place of performance shall be specified in writing in the specific contract and the Buyer shall be obliged to pay the costs associated with transport to said place of performance in excess of the price of the work or the purchase price.

6.7. INSURANCE

Unless otherwise agreed in a particular case, the parties are not obliged to take out insurance in respect of the performance subject or their obligations.

6.8. ACCEPTANCE INSPECTION OF THE PERFORMANCE SUBJECT BY THE BUYER

6.8.1 The Buyer is obliged to inspect the performance subject without undue delay after acceptance with appropriate professional care. The Buyer is obliged to notify the Supplier in writing of any defects in the performance subject without undue delay, no later than 7 days after the defects have been discovered or could have been discovered with the exercise of professional care. The notification must contain a description of the defect and a specification of the claim, if any, that the Buyer claims against the Supplier. Typical defects include defects in quantity, defects in appearance, defects in surface damage, defects in incompleteness, etc.

6.8.2 In the case of performance pursuant to Article 1.3, paragraph 1.3.1 and paragraphs 1.3.2 and 1.3.4 b) of these Conditions, the handover of the work between the parties shall be confirmed by the execution of a document entitled "handover report", the contents of which shall always include the designation of the Buyer's representative authorised to act on behalf of the Buyer in this matter, a description of the performance subject performed and the specification of other costs to be invoiced according to reality (distance of transport, transport time, number of hours worked). The Buyer shall be entitled to indicate its reservations concerning the work carried out in the context of the installation sheet. If the Buyer does not indicate his reservations even within the additional period pursuant to the first paragraph of this Article, the performance subject shall be deemed to have been handed over without reservation.

6.8.3 In the case of performance according to Article 1.3, paragraph 1.3.3 and 1.3.4 a) of these conditions, the handover of the machine or equipment will be confirmed by drawing up a document "delivery note", the contents of which will always include the designation of the Buyer's representative authorised to act on behalf of the Buyer in this matter, a description of the delivered performance subject and the specification of other costs to be invoiced according to reality (distance of transport, time of transport, number of hours worked in case the Buyer has ordered additional services, e.g. operator training). The Buyer shall be entitled to indicate its reservations concerning the delivered performance subject in the delivery note. If the Buyer does not indicate his reservations even within the additional period pursuant to the first paragraph of this Article, it shall be deemed that the performance subject has been delivered without reservation.

6.8.4 In the event that the Buyer fails to provide the necessary cooperation during the handover of the performance subject, in particular fails to ensure the presence of a person authorised to inspect the performance or to confirm the acceptance of the performance subject, the Supplier shall carry out photographic documentation of the performance subject at the place of performance and the Supplier

shall be deemed to have fully fulfilled its obligations and shall be entitled to settle the price of performance.

6.9. TRANSFER OF TITLE AND RISK OF DAMAGE TO THE PROPERTY

- 6.9.1** Title to the performance subject (except for the Buyer's items entrusted to the Supplier for repair or modification only) shall pass to the Buyer upon payment of the agreed price. In the event that the price is paid in full prior to the delivery of the performance subject, title to the performance subject shall pass to the Buyer upon its delivery.
- 6.9.2** If the price of the performance is not paid duly and on time, the Supplier shall be entitled to a contractual penalty of 50% of the price of the performance, which it shall be entitled to set off against the price advance already paid. At the same time, the Buyer is obliged to return the performance subject at the Supplier's request, at the Buyer's expense.
- 6.9.3** The risk of damage to the goods shall always pass to the Buyer at the moment of handing over the performance subject to the Buyer or to an external carrier. The retention of title shall not affect the earlier transfer of the risk of damage to the goods.

7. QUALITY GUARANTEE, CLAIMS

- 7.1.** The Supplier shall provide the Buyer with a quality guarantee for the performance subject pursuant to Article 1.3, paragraph 1.3.1, paragraph 1.3.2 and paragraph 1.3.3 of these Conditions for a period of 6 months from the delivery of the performance subject, unless otherwise agreed in a specific case.
- 7.2.** In the case of the performance subject pursuant to paragraph 1.3.4 a.) of these conditions, the Supplier shall be liable only for compliance with the obligations arising from the concluded order contract, shall not provide any warranty for the item which is the subject of the procurement, nor shall it be liable for defects in such item.
- 7.3.** In the case of the performance subject pursuant to paragraph 1.3.4 b.) of these conditions, the Supplier shall provide a guarantee for quality exclusively for modifications or repairs made by the Supplier to the item. In such a case, the Supplier does not provide any guarantee for the quality of the object of procurement itself, or its properties unaffected by the modification or repair, nor is the Supplier liable for defects in the object of procurement.
- 7.4.** If the Buyer fails to put the performance subject into operation within 3 months of its delivery, the rights under the quality guarantee shall be terminated. The provisions of the preceding sentence shall not apply in cases where:
 - 7.4.1.** the Buyer shall communicate this fact to the Supplier at the conclusion of the relevant contract so that the Supplier can prepare the performance subject for long-term storage and
 - 7.4.2.** The Buyer shall store the performance subject in accordance with the Supplier's instructions.
- 7.5.** The Buyer shall have no rights under the warranty in the following cases:
 - 7.5.1.** normal wear and tear of the performance subject caused by normal use
 - 7.5.2.** damage to the performance subject due to improper handling during transportation from the place of performance to the Buyer's plant
 - 7.5.3.** damage to the performance subject as a result of improper installation of the performance subject or part thereof (except where the installation is carried out by the Supplier)
 - 7.5.4.** damage to the performance subject due to improper use, operating mode or overloading of the performance subject
 - 7.5.5.** damage to the performance subject due to failure to comply with the instructions for use or other conditions, recommendations or instructions of the Supplier
 - 7.5.6.** damage to the performance subject as a result of its use after the operator has detected or should have/may have detected improper function, malfunction or increased wear and tear of the performance subject and yet has not immediately taken it out of service and provided it to the Supplier for technical inspection or repair
- 7.6.** The Buyer is obliged to file a complaint with the Supplier in writing without delay after the defects have been discovered. The complaint must contain a specification of the performance subject and a description of the claimed defect and a clear reason for the complaint. The Buyer is also obliged to inform the Supplier of the place and time at which the Supplier can inspect the performance subject or take over the performance subject for the purpose of inspection at its plant.
- 7.7.** In the event of defects that have been legitimately claimed, the Supplier is obliged to remedy such defects within a reasonable period of time, corresponding to the type and severity of the defect, at its own expense. The defect shall be remedied by repair or replacement (in that order). The reimbursement of the performance (price or defective machine, equipment or component) may only occur between the parties due to a justified claim if the Supplier is unable to remedy one and the same specific defect of the delivered item of performance even after the third repair or replacement, or if any individual repair or replacement takes longer than the original delivery period of the item of performance (but not less than 3 months), unless otherwise agreed. The defective parts that have been replaced/exchanged shall be handed back to the Supplier, but shall become his property in exchange for other defect-free parts supplied. The replaced parts need not be new, but must have at least the same performance characteristics as the parts being replaced.

- 7.8. In the event of an unjustified claim, the Supplier is entitled to claim compensation for costs incurred as a result of the unjustified claim (e.g. costs associated with transport, transportation of the machine or equipment, disassembly and reassembly, inspection, testing, etc.). However, the Supplier is not obliged to make such a claim in the interests of maintaining good mutual business relations.
- 7.9. In the case of the performance subject performed according to documentation supplied or provided by the Buyer, the Supplier shall not be liable for any defects resulting from the use of such documentation.
- 7.10. In the case of a performance subject which is a partial performance within the scope of a complex work, the other suppliers of which are persons other than the Supplier (or the Buyer itself) on the basis of separate contractual relations, the Supplier shall be liable exclusively in relation to the works or supplies performed by it. In such a case, the Supplier shall not be liable for any defects in the entire complex work, possibly consisting in a defective cooperation/interaction of the individual parts of the complex work, unless it is in the pre-agreed position of system integrator of the work or higher final supplier. If the cooperating equipment does not have the agreed or declared parameters and for this reason could in any way affect the Supplier's performance subject or its characteristics, the warranties provided by the Supplier for the Supplier's performance subject shall cease to be valid, unless otherwise agreed.
- 7.11. In the event of discovery of any defect in performance, the Buyer shall be obliged to ensure, at its own expense, the dismantling and reassembly of equipment and facilities other than the Supplier's performance subject to the extent necessary for the proper elimination of defects, whether by repair or replacement, unless otherwise agreed.
- 7.12. The warranty period shall not run for the period during which the Buyer is demonstrably unable to use the defective performance subject.

8. LIABILITY FOR DAMAGES

- 8.1. The Supplier's obligation to compensate the Buyer for damage caused by the performance subject, except for damage caused intentionally or through gross negligence, is excluded.
- 8.2. The party who caused the damage by breach of an obligation under the contract shall be exempt from the obligation to compensate for the damage if it proves that it was prevented from performance by a temporary or permanent extraordinary, unforeseeable and unavoidable obstacle arising independently of its will.

9. WITHDRAWAL FROM THE CONTRACT

- 9.1. The parties are entitled to withdraw from the contract without undue delay if the other party breaches the concluded contract in a material way. A material breach is a breach of obligations which the party in breach of contract already knew or must have known at the time of conclusion of the contract that the other party would not have concluded the contract if it had foreseen the breach.
- 9.2. A material breach of the concluded contractual relationship by the Buyer shall be deemed to be in particular:
- 9.2.1. failure to accept the performance subject delivered in accordance with the terms agreed in the relevant contract
 - 9.2.2. delay in payment of the advance payment of the price or delay in payment of the price for more than 30 days
 - 9.2.3. a delay in providing assistance within the meaning of paragraph 3.2 of these Conditions for more than 30 days
- 9.3. The Supplier shall also be entitled to withdraw from the concluded contract in the event that
- 9.3.1. insolvency proceedings are initiated against the Buyer
 - 9.3.2. the Buyer enters into liquidation
 - 9.3.3. it reasonably believes that the economic conditions of the Buyer have substantially deteriorated. This may be due to the fact that the credit insurer or factor significantly reduces or cancels the credit facility provided to the Supplier for trading with the Buyer.
- 9.4. The withdrawal from the Contract shall not affect the right to compensation and the right to payment of liquidated damages.
- 9.5. In the event that the Supplier is entitled to withdraw from the Contract pursuant to Article 9.3 of these Terms and Conditions at the time when the performance subject is secured for delivery to the Buyer, a contractual penalty in the amount of the price of the performance subject is agreed upon. Together with the notice of withdrawal, the Supplier shall also claim the contractual penalty and unilaterally set off the mutual claims, i.e. the claim for the contractual penalty in the amount of the price of the performance subject against the claim for the return of the advance payment for the price of the performance subject. The Supplier shall be entitled to file its claim against the Buyer corresponding to the difference in the amounts after set-off in insolvency proceedings.

10. CONTRACTUAL PENALTIES

- 10.1.** In addition to the contractual penalties set out above in these Terms and Conditions, the Parties agree the following additional claims and supplement the terms and conditions of any claims for contractual penalties.
- 10.2.** The contractual penalty is payable no later than 14 calendar days after receipt of a written claim for payment.
- 10.3.** The liquidated damages clause shall not affect any claim for damages under the same legal title.
- 10.4.** In the event that the Buyer defaults in the payment of the price or part thereof for the performance subject, the payment shall be credited first with interest on late payment, the contractual penalty and lastly with the principal.

11. TRADE SECRETS, PROTECTION OF CONFIDENTIAL INFORMATION

- 11.1.** Trade secrets consist of competitively significant, identifiable, measurable and normally unavailable in the relevant business circles facts that are related to the plant and whose owner ensures their confidentiality in an appropriate manner in its interest.
- 11.2.** The Supplier's trade secrets include, in particular, quotations, discounts, bonuses and all information from which the Supplier's business strategy and policy, technical data and technological and production processes constituting the Supplier's intellectual property can be deduced.
- 11.3.** The Parties shall, in the performance of their obligations under this Agreement, keep confidential all information constituting trade secrets of the other Party, not to disclose such information to third parties without prior written consent and not to use such information for their own or others' benefit.
- 11.4.** The confidentiality obligations under this Article shall continue to apply after the termination of the cooperation between the Buyer and the Supplier and shall not be limited in time. The Buyer shall ensure that the confidentiality is maintained by all its employees and other persons to whom it has granted access, even after the termination of the respective employment relationship, and shall not use such information for its own or others' benefit.

12. FORCE MAJEURE

- 12.1.** In the event that either Party is prevented from the proper performance of its obligations by a temporary or permanent extraordinary, unforeseeable and insurmountable obstacle arising independently of its will ("force majeure"), it shall notify the other Party of this fact. For the duration of the aforementioned obstacle, the Party shall not be liable for any delay in fulfilling its obligation or for any damage caused to the other Party by the failure to fulfil the obligation. The right to liquidated damages for non-performance shall be extinguished in this case.
- 12.2.** In the event of force majeure, a change of circumstances within the meaning of Section 1765 of the Civil Code shall occur and the affected party shall be entitled to demand a renegotiation of the contractual terms.
- 12.3.** In the event that, as a result of force majeure, there is an increase in costs of more than 10% required to fulfil the contractual obligation, the Supplier shall be entitled to withdraw from this contract. If, as a result of force majeure, the Supplier's obligation becomes unenforceable, this contract shall be cancelled and the obligation shall cease.

13. FINAL PROVISIONS

13.1. ASSIGNMENT AND SET-OFF OF RECEIVABLES

- 13.1.1.** The Supplier is entitled to assign the receivable from the Buyer as an assignee even without the Buyer's consent to another person.
- 13.1.2** The Parties agree that they are also entitled to unilaterally set off receivables that are ineligible for set-off, outstanding, time-barred, uncertain and receivables that are to arise in the future. The Supplier is entitled to unilaterally set off existing and future claims.

13.2. TAX OBLIGATIONS

Each Party shall be responsible for the fulfilment of its tax obligations.

13.3. SERVICE AND CORRESPONDENCE

- 13.3.1** By written correspondence is meant the delivery of the relevant written document in person at the premises of one of the Parties to the hands of persons authorised to act for the Party, by courier service, by postal service, the moment of delivery being deemed, in the case of delivery by courier or postal service, to be the issue of a receipt or, where applicable, the issue of a receipt by the courier or postal service for refusal of acceptance.
- 13.3.2** The sending of a written document by data message or email with a guaranteed electronic signature shall be considered an equivalent means.
- 13.3.3** Ordinary email correspondence (without a guaranteed electronic signature) is considered to be a suitable means for the rapid exchange of information relating to a given business case, except for changes or additions to the

contractual relationship, withdrawal from the contractual relationship, sending complaints, information on non-performance of contractual obligations or dispute resolution. In the event of a dispute over the sending of a communication by email without a guaranteed electronic signature, the sender shall be obliged to prove the delivery of the email in question to the addressee's authorised person.

13.4. LANGUAGE

The Contract including these Terms and Conditions is drawn up in the Czech language. In the event of a translation of the Agreement or these Terms and Conditions into another language, the Czech language version shall prevail in the event of a conflict in interpretation.

13.5. LEGAL RELATIONS OF THE CONTRACTUAL RELATIONSHIP, DISPUTE RESOLUTION

13.5.1. Unless otherwise agreed, the legal relations arising from the contractual relationship between the Supplier and the Buyer shall be governed by the legal order of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code, as amended and in force.

13.5.2. The Parties expressly agree that if any disputes arising out of this Agreement are not resolved by agreement, the court of first instance with jurisdiction in the matter shall have the District Court Plzeň - City or the Regional Court in Plzeň. The fact whether it is the District Court Pilsen - City or the Regional Court in Pilsen shall be determined on the basis of the provisions of the legislation on subject matter jurisdiction, in particular Act No. 99/1963, Code of Civil Procedure, as amended.

13.6. VALIDITY AND EFFECTIVENESS OF THE CONDITIONS

These Terms and Conditions shall come into force and effect on 01.12.2023.

AWELD spol. s.r.o.

Ing. Ladislav Holeček, Executive Director