

GENERAL TERMS AND CONDITIONS
OF PURCHASE

of

Řetězárna Česká Třebová s.r.o.

Section 1 General arrangements

1. The term “Buyer” refers to Řetězárna Česká Třebová s.r.o., with its registered office at Smetanovo nábřeží 934, 517 54 Vamberk, Czech Republic, registered in the Commercial Register kept by the Municipal Court in Hradec Králové, Section C, Insert 21641, ID No. 27482839, or its successor organization, hereinafter referred to as “RCT”.
2. These General Purchase Conditions of RCT (hereinafter also referred to as “GPC”) determine the rights and obligations in commercial relations between RCT and the other contracting party (hereinafter referred to as the “Supplier”), relating to the provision of fulfillment for RCT sellers. The GPC applies to all contractual relationships between RCT and the Supplier.
3. By accepting an order and/or concluding another contract for the supply of fulfillment, the Supplier is bound by the GPC. RCT is entitled to change the GPC, with the proviso that it will notify the Supplier of the change in writing no later than 15 calendar days before the amended GPC take effect. If the Supplier does not express disagreement with the change in the GPC within seven working days of receipt of the notification from RCT, it shall be deemed to have agreed to the amended GPC.
4. “Fulfillment” means all goods, services, or other performances that are to be sold or performed on the basis of an order from RCT, which has been duly accepted by the Supplier of fulfillment, or another contract concluded between RCT and the Supplier. Fulfillment also means repairs or replacements of fulfillment in the form of goods, unless otherwise specified.
5. “Acceptance of an order” means either a written confirmation of the order by sending its dated and signed copy to the RCT purchaser at the e-mail address specified in the order, within ten days of the order being delivered to the Supplier, or fulfillment based on the order, even if partial, without a dated and signed copy of the order being sent back to the purchaser in time.
6. “Another contract” means any other contractual arrangement other than that resulting from the acceptance of an order by the Supplier.

Section 2 Proper fulfillment

1. The delivery periods of fulfillment are contractual and will be stated in the accepted order of RCT, another contract, or will be stated in the annexes to these documents. Delivery and other periods stated in the Supplier’s offer or order confirmation are binding only if they are expressly accepted by RCT in writing.
2. The Supplier is obliged to deliver the goods to RCT in the quantity, quality, and design that corresponds to the accepted order or another contract. If the quality and design have not been agreed upon, the Supplier is obliged to provide goods of a quality and design suitable for the purpose apparent from the accepted order or another contract, otherwise for the usual

purpose. When determining the quality or design according to the agreed sample or template, the goods must correspond to the sample or template in quality or design. If the quality or design specified in the accepted order or another contract differs from the sample or template, the sample or template shall hold the decision. If the accepted order or another contract on the one hand and the sample or template on the other hand determine the quality or design of the item differently, but not contradictorily from one another, the item must correspond to the accepted order or another contract as well as to that of the sample or template.

3. The Supplier shall hand over to RCT all documents necessary for the acceptance and use of fulfillment. These are mainly delivery notes, handover protocols, certificates, attestations (inspection certificates), warranty certificates, safety data sheets for chemical substances, protocols of tests carried out, documents on the professional competence of the Supplier and individual employees providing services for RCT, operating instructions (in the case of purchases in the Czech Republic in the Czech language), operating regulations, technological procedures, etc. The transfer of these documents shall take place at the time and place specified in the accepted order or another contract, otherwise when providing fulfillment to RCT at the agreed place. If the Supplier has handed over the documents before the specified time, it may remove defects in the documents until that time, provided that this does not cause RCT unreasonable difficulties or expenses. This does not affect the right to compensation for damages.
4. The documents that are necessary for the acceptance of the transported goods, or for free disposal of the goods, or for their customs clearance upon import, the Supplier is obliged to hand it over to the person authorized by RCT in the premises of RCT, Smetanovo nábřeží 934, 517 54 Vamberk or send without undue delay to the address of the premises of RCT, Smetanovo nábřeží 934, 517 54 Vamberk. The Supplier shall hand over the documents to RCT in time so that RCT can freely dispose of the goods or accept the transported goods at the time of their arrival at the place of provision of fulfillment and clear the imported goods without undue delay.
5. If the Supplier is in delay with the provision of fulfillment, RCT is entitled to withdraw from the contract with the Supplier by notifying the Supplier in writing of the cancellation of the accepted order, or part thereof, or withdrawal from another contract; such a cancellation of the accepted order, or withdrawal from another contract must be sent without undue delay to the address of the Supplier's registered office and also by e-mail, if the Supplier's e-mail address is provably known to RCT. If RCT does not cancel the accepted order or withdraw from another contract in the manner according to the previous sentence, it is entitled to demand payment of a contractual penalty for delay in providing fulfillment in the amount of 0.1% of the value of the ordered fulfillment without VAT for each day of the delays until the proper provision of fulfillment; RCT's claim for damages is not affected by this.
6. The place of provision of fulfillment is the premises of RCT, Smetanovo nábřeží 934, 517 54 Vamberk, Czech Republic, unless otherwise agreed.
7. Unless it follows from the RCT order how the fulfillment in the form of goods is to be packed, the Supplier is obliged to pack the goods according to customs; if there are no such customs, then in a way necessary to preserve and protect the goods so that no damage occurs to them. The Supplier shall pack the goods in the same way for their transport to RCT.

8. The Supplier is obliged to state in the accompanying documentation of the goods, on the packaging, in the instructions for use, in the order confirmation or in another suitable form information on the appropriate method of use or disposal of unused parts of the goods.
9. The Supplier is liable for damage to the transported goods, up to their delivery to RCT (or the carrier) at the agreed place of provision of fulfillment by the supplier.
10. The Supplier acknowledges the fact that for the implementation of some activities in the premises of RCT, it is necessary to submit a work procedure and risk analysis, or the Supplier is obliged to cooperate in creating a health and safety plan, provide cooperation to the health and safety coordinator chosen by RCT, follow the chosen work procedures and organization of work (according to Act No. 309/2006 Coll. as amended). All costs associated with this activity are borne by the Supplier and are already included in the price of the delivery.
11. Fulfillment is not considered to have been properly provided in the event of refusal by the Supplier, its employees or persons otherwise cooperating with the Supplier, to comply with all measures and follow all instructions of RCT, its employees or persons otherwise cooperating with RCT when entering the premises of RCT (see Section 9 Confidentiality obligation , paragraph 6 and Section 10 Supplier's personnel).

Section 3 Refusal to accept goods

1. RCT is not obliged to accept the goods, and in the case of transported goods, it is entitled to send the goods back to the Supplier and not pay for them, if the delivered goods do not correspond to the accepted order or another contract.
2. A defect in the goods is also considered to be the fulfillment of other goods and also defects in the documents necessary for the proper use of the goods. All costs associated with the refusal to accept the goods or with sending the goods back are borne by the Supplier.

Section 4 Inspections and testing

1. Before and/or during the fulfillment of the accepted order or another contract, RCT is entitled to carry out any inspections that it deems necessary to ascertain that the Supplier performs (and will perform) all necessary actions to properly and timely fulfill its obligations arising from the accepted order or another contract. The Supplier is obliged to provide RCT with all necessary cooperation for this purpose.
2. RCT has the right to carry out a customer audit at the Supplier to prove compliance with the procedures ensuring a permanently sustainable quality of deliveries of fulfillment, as well as to prove compliance with the procedures in accordance with environmental care and health and safety. The Supplier is obliged to enable this audit to RCT, no later than 15 days from the date of notification of the intention to carry out this audit.

Section 5 Ownership

1. RCT becomes the owner of the goods at the moment of their takeover from the Supplier or from the carrier transporting the goods. RCT acquires the ownership right even if the Supplier is not the owner of the goods, unless at the time when RCT was to acquire the ownership right, it knew or should and could have known that the Supplier is not the owner and that it is not

authorized to dispose of the goods for the purpose of their sale, and that therefore it is not authorized to transfer the ownership right of the goods to RCT.

2. The transfer of the risk of damage to the goods occurs at the moment of the transfer of the ownership right of the goods to RCT, unless otherwise agreed in the accepted order or another contract.
3. The Supplier undertakes to provide all cooperation to ensure that the ownership right to the goods passes to RCT.

Section 6 Price and payment terms

1. Unless otherwise stated in the contract, the price of the goods is understood to be from the Supplier's factory.
2. The contractually agreed price will be adjusted according to the agreed delivery terms. VAT will be added to the price of the goods at the legal rate.
3. The agreed price for fulfillment can be changed exclusively by a written agreement between RCT and the Supplier. A unilateral change of the agreed price is excluded for both the Supplier and RCT.
4. Unless otherwise stated in the accepted order or another contract, the Supplier is obliged to procure and pay for the transport of the goods to the agreed place of fulfillment.
5. To change the agreed price for fulfillment, it is exclusively possible by way of a written agreement between RCT and the Supplier. A unilateral change of the agreed price is excluded for both the Supplier and RCT.
6. RCT will pay for the provided fulfillment in the currency that will be stated in the accepted order or another contract for the delivery of fulfillment. The Supplier is not entitled to invoice the provided fulfillment in another currency.
7. Unless otherwise agreed, the Supplier's right to invoice arises on the day of fulfillment of the subject matter of the contract and is obliged to issue a tax document no later than 15 days from the date of performance of the fulfillment.
8. Invoices for the provided fulfillment will be issued by the Supplier in one copy and sent primarily to the e-mail address: "zavazkyRCT@pewag.cz" or to the address of the Financial Department of RCT: Řetězárna Česká Třebová s.r.o., Matyášova 2095, 560 02 Czech Třebová; otherwise, RCT is not obliged to pay the invoice. A separate invoice will be issued for each individual accepted order, unless otherwise stated on the RCT order. Other invoices than invoices issued by the Supplier will not be accepted by RCT.
9. The invoice issued by the Supplier must contain at least the following details:
 - invoice number
 - RCT order number
 - identification of the contracting parties
 - identification of their registered office

- ID, VAT number of the contracting parties
- description of the subject matter of the fulfillment in accordance with the contract (order), especially the seven-digit material number of RCT, if stated on the order
- amount of the invoiced amount without VAT
- VAT rate
- VAT amount
- total invoiced amount
- currency
- bank details of both contracting parties, including foreign currency accounts
- date of taxable supply
- date of issue of the invoice
- due date of the invoice or payment term of the invoice

10. RCT is entitled to return the invoice without payment before the due date, if it does not contain any of the above agreed details or if this data is stated incorrectly. The Supplier is obliged to correct this invoice, or make it anew according to the nature of the deficiencies. By returning the invoice, the original payment term of the invoice ceases to be valid and the entire process starts again from the date of delivery of the corrected or newly issued invoice.

11. The payment term of the invoice is 60 days from its delivery to RCT unless otherwise agreed in the order or another contract. Payments of the Supplier's invoices are made within the period stated in the accepted order or another contract. The interest for late payment in case of delay in payment of the invoice is agreed by the contracting parties to a maximum of 0.05% of the due amount for each day of delay. The day of payment of the invoice is understood as the day when the payment was debited from the RCT bank account.

Section 7 Compliance of fulfillment with the order, warranty period, application of liability for defects – complaints

1. The Supplier is liable to RCT that the fulfillment has no defects at the time of takeover.
2. The Supplier in particular is liable for the fact that at the time when RCT took over the fulfillment in the form of goods:
 - the goods have the properties that the Supplier and RCT have agreed upon, and in the absence of an agreement, such properties that the Supplier or the manufacturer of the goods described or that RCT expected with regard to the nature of the goods and on the basis of the advertising carried out by them;
 - the goods are suitable for the purpose that the Supplier states for its use or for which goods of this kind are usually used;
 - the goods correspond in quality or design to the agreed sample or template, if the quality or design was determined according to the agreed sample or template, with regard to Section 2 Proper fulfillment, paragraph 2;
 - the goods are in the corresponding quantity, measure or weight;
 - the goods comply with the requirements of legal regulations and
 - the documents necessary for the proper use of the goods were handed over to RCT together with the goods.

3. In the event that the delivered goods do not meet the above, RCT has the right to refuse to accept this goods (see also Section 3 Refusal to accept goods).
4. The Supplier provides a quality guarantee for all fulfillment in the form of goods. The warranty period lasts 24 months from the date of receipt of the goods by RCT from the Supplier or from the carrier. By guaranteeing the quality of the goods, the Supplier undertakes that the delivered goods will be suitable for use for the agreed usual purpose, or that they will retain the agreed, otherwise usual properties for a certain period of time. If a defect occurs on the goods during the warranty period, the Supplier undertakes to replace or repair the defective goods, according to the choice of RCT communicated in writing to the Supplier, at the Supplier's expense.
5. When detecting a defect at RCT at the time of takeover of fulfillment in the form of goods or services, RCT is obliged to notify the Supplier of the detected defects without undue delay, who will agree with RCT to remedy the defects by delivering new goods without defects, delivering missing goods, or repairing goods. If the defective fulfillment is a gross breach of the contract according to these GPC, RCT has the right to withdraw from the contract.
6. In the event of a complaint during the warranty period, the Supplier is obliged to confirm the receipt of the complaint to RCT no later than within 3 days, to send RCT a written statement on the complaint no later than within 10 days of its receipt and to remove the defect of the subject of the complaint no later than within 30 days of receipt of the complaint. If the Supplier is not able to remove the defect of the subject of the complaint within 30 days after receiving the complaint, they are obliged to deliver a replacement of the fulfillment. By mutual agreement of the contracting parties, the repair and/or removal of non-conformities of the subject of the complaint can be carried out at the RCT workplaces by representatives of the Supplier or RCT at the Supplier's expense. In exceptional cases, by agreement of the contracting parties, it is possible to temporarily lend other, fully functional goods for the duration of the complaint.
7. RCT is entitled to demand from the Supplier compensation for all damage caused as a result of the use or the inability of using the defective fulfillment.
8. The Supplier is obliged to inform RCT about all risks that arise or may arise from the use of the fulfillment, or about preventive measures that need to be taken as a result of the use of the fulfillment, no later than at the time of delivery of the fulfillment. If the Supplier learns about such risks or preventive measures only after the day of delivery of the fulfillment, they are obliged to inform RCT about the risks or the need to take preventive measures without delay. In case of breach of the above obligations, the Supplier is liable for all damage that RCT incurred by delaying the notification of the impending risks or the need to take preventive measures.

Section 8 Intellectual property

1. The Supplier is obliged to transfer to RCT free of charge all rights to industrial property items that arise at any time during the delivery of the accepted order or another contract or in relation to it, unless otherwise stated in the accepted order or another contract.
2. If the subject of the accepted order or another contract is the creation of a work of authorship, the Supplier agrees to transfer to RCT by a written license agreement an exclusive license to all ways of using such a work of authorship and without any limitations, unless otherwise stated

in the accepted order or another contract; RCT is not obliged to use such a license. The license agreement will state that the license is provided free of charge, unless otherwise stated in the accepted order or another contract.

Section 9 Confidentiality obligation

1. RCT's trade secret consists of competitively important, identifiable, valuable and generally unavailable facts and information in the relevant business circles, which are mainly related to the RCT plant and whose secrecy RCT ensures in its interest in an appropriate way (hereinafter collectively referred to as "Trade Secret").
2. Protected information of RCT are, regardless of the form and method of their communication or recording, and until the time of their disclosure by RCT, means all facts related to RCT and its activity, which the Supplier learns or comes into contact with in any way during the mutual cooperation with RCT, and/or which RCT makes accessible to him during the mutual cooperation. Protected information of RCT also includes all facts of a technical, economic, legal and production nature in material or immaterial form, which the Supplier could learn during the cooperation with RCT (hereinafter collectively referred to as "Protected Information").
3. The Supplier is not entitled to use the Trade Secret and/or Protected Information of RCT for purposes other than the Delivery of the accepted order of RCT or another contract concluded with RCT. The Supplier may not reproduce, publish, disclose, use or distribute the Trade Secret and/or Protected Information of RCT in any other way than with the prior written consent of RCT and within the scope determined by RCT.
4. The Supplier is entitled to disclose the Trade Secret and/or Protected Information to persons who are involved in the Delivery of the accepted order of RCT or another contract due to the existence of a contractual relationship with the Supplier, only on the basis of prior written consent of RCT.
5. The Supplier undertakes to maintain confidentiality of the Trade Secret and/or Protected Information and to use them exclusively for the purposes of providing the Delivery. These obligations must be imposed on all subcontractors. The right to compensation for damage is not affected by this.
6. In the case of entering the RCT premises and staying at the RCT, the Supplier, their employees or persons otherwise cooperating with the Supplier are obliged to comply with all measures and follow all instructions of RCT, its employees or persons otherwise cooperating with RCT.

Section 10 Supplier's personnel

1. Employees of the Supplier or any other persons who are in a contractual relationship with the Supplier and who have been entrusted with the implementation of the accepted order of RCT or the fulfillment of another contract with RCT, will comply in all respects with the GPC – Section 9 Confidentiality obligation, internal regulations valid in the RCT premises, including requirements in the field of occupational safety and health, fire protection and environmental protection, which the Supplier is obliged to ensure. If the employees of the Supplier or any other persons who are in a contractual relationship with the Supplier and who have been entrusted with the implementation of the accepted order of RCT or the fulfillment of another

contract with RCT do not do so, such conduct is considered a material breach of the contract between RCT and the Supplier, as by accepting the order, or another contract for the delivery of fulfillment. In such a case, RCT is entitled to withdraw from the concluded contract and/or demand compensation from the Supplier for the damage caused to it by the actions of the persons mentioned in this Section.

Section 11 Supplier's insurance

1. The Supplier is obliged to establish and maintain appropriate general liability insurance for damage and liability for damage caused by a defect in the product (in the case of fulfillment in the form of goods) or liability for damage caused by the provision of professional services (in the case of fulfillment in the form of professional services), caused by employees of the Supplier, operating in any RCT facility in terms of losses and damage to property or injuries to personnel of RCT, the Supplier or any third party. The insurance limit of the above insurance is at least the amount corresponding to the amount for the provided fulfillment according to the accepted order or another contract.

Section 12 Subdeliveries

1. The fulfillment of the accepted order or another contract by the Supplier's subcontractor does not release the Supplier from liability for damage caused to RCT by defective fulfillment, in which the subcontractor participated.

Section 13 Termination of the contractual relationship with the supplier

1. In the event of providing a defective fulfillment, breach of any obligations of the Supplier according to the GPC, accepted order or another contract between RCT and the Supplier or in the event that a decision on the insolvency of the Supplier becomes final, RCT may, at its own discretion, by written notice, sent to the address of the Supplier's registered office, cancel the accepted and unaccepted order and/or withdraw from another contract concluded between RCT and the Supplier. The cancellation of the accepted order and/or the effectiveness of the withdrawal from another contract occurs upon delivery of the written notice concerning this cancellation or withdrawal to the Supplier (unless a later date is stated in the notice).

Section 14 Interpretation of GPC and jurisdiction

1. Accepted orders, other / another contracts, the GPC and other contractual relationships between RCT and the Supplier are governed by the law of the Czech Republic.
2. All provisions of the GPC are separate and severable and in the event that any provision becomes or is declared by any court, arbitration tribunal, regulatory body or other competent authority to be unenforceable, illegal, ineffective or invalid in whole or in part, it will be deemed to be not part of the GPC and the enforceability, legality, effectiveness and validity of the remaining parts of the GPC will not be affected by this.
3. Any disputes concerning the accepted order or another contract, and in particular any disputes arising from the delivery, interpretation, termination and/or validity of the accepted order or another contract, will be first resolved by an attempt at conciliation between RCT and the Supplier.

4. The contracting parties agree that the locally competent court for deciding disputes according to the previous paragraph is the Regional Court in Prague, or the District Court in Rychnov nad Kněžnou, depending on the subject-matter jurisdiction of the court in a specific case.

Section 15 Language

1. In the event of any ambiguities or other difficulties of interpretation of the GPC, arising from differences between different language versions of the GPC, the Czech language version is decisive.

Section 16 Final Provision

1. The rights and obligations stated in the GPC will be applied on the condition that they are not agreed otherwise in the accepted order and/or another contract. Deviating arrangements in the accepted order or in another contract take precedence over the wording of the GPC. These GPC come into force and effect from 01.01.2024.

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