



General Purchasing Terms and Conditions

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1 | General Provisions

In compliance with Section 1751 (1) of Act No. 89/2012 Sb., the Civil Code, as amended (hereinafter the “Civil Code”), these General Purchasing Terms and Conditions (hereinafter the “GPTC”) of GRITEC s.r.o., a business company with registered office at Průmyslová 698/5a, 108 00 Praha 10 – Malešice, Reg. No.: 49614819, incorporated into the Commercial Register kept by the Municipal Court in Prague, section C, insert 21098 (hereinafter the “Purchaser”), are applicable to all the deliveries of goods and services and other obligation relationships between the Purchaser and the Purchaser’s suppliers, i.e., domestic or foreign individuals and legal entities, including legal entities of public law (hereinafter the “Seller”). These GPTC are applicable also to contracts made with the Seller in the future and unless expressly agreed otherwise in writing, the GPTC are also adequately applicable to other obligation relationships between the Seller and the Purchaser (producing a work, deliveries of goods to be produced, performance of certain activities, assembly, maintenance, repairs, etc.). These GPTC are part of each purchase order, are an integral part of the contracts made between the Purchaser and the Seller and are applicable to the full extent thereof unless agreed otherwise in writing in the individual contracts with the Seller.

2 | Purchase Order, Entrance into Contracts

Only a written purchase order attached with the Seller’s signature is binding and valid. A Purchaser’s purchase order sent by fax or email is valid and binding if it includes the name and surname of (i) the Purchaser’s director and purchase manager or (ii) the Purchaser’s proctor and purchase manager even if the purchase order is not attached with the signatures of the said persons. This also applies to changes in purchase orders or confirmations of deviations from purchase orders hereunder. The Purchaser’s purchase order is valid for three days of the service thereof on the Seller. Unless the Seller confirms the purchase order in writing within the said time-limit, the Purchaser’s purchase order becomes automatically extinct by the expiry of such time-limit. The Purchaser is also entitled to change the purchase order or withdraw therefrom before the expiry of the time-limit without providing a reason therefor; however, the Purchaser can do so only before the purchase order confirmation by the Seller. The Seller must comply with the quantity, kind, weight, size and quality ordered by the Purchaser and confirmed. A contract is made at the moment of the Purchaser’s receipt of the Seller’s written purchase order confirmation. A written form is deemed to have been complied with also if the purchase order is sent and confirmed by fax or email. If the purchase order confirmation contains any supplements, reservations, restrictions or other changes in the content of the purchase order, the contract is deemed not to have been made unless the Purchaser expresses its consent with the content of such purchase order confirmation within 7 working days.

If there are any Purchaser’s ownership or industrial rights or copyrights applicable to plans, drafts, calculations or other documents, such rights are reserved to the Purchaser. If the Purchaser provides its plans, drafts, calculations and other documents to the Seller, the Seller is entitled to use the same only for the purposes of execution of the Purchaser’s order and after the order has been executed, the Seller is obliged to return the same to the Purchaser at the Seller’s expense without being called upon to do so. Such documents must not be made accessible to any third persons without the Purchaser’s prior written consent and must be kept confidential; the Seller undertakes in this respect to maintain strict confidentiality. The Seller is liable to the Purchaser for any damage incurred by the Purchaser by the Seller’s breaching the confidentiality obligation.



3 | Delivery of Goods, Passage of Risks, Claiming Defects

Unless agreed otherwise, the place of performance is the place of delivery specified in the purchase order confirmation. If the place of delivery is not specified in the purchase order confirmation or in the purchase order, the place of performance is the Purchaser's registered office. The Seller is obliged to ensure delivery of the goods to the agreed place at its expense and risk unless agreed otherwise in writing. The Seller is obliged to ensure adequate insurance of the transport of the goods. The costs of insurance will be paid by the Purchaser only if expressly agreed so. In the event of default in the delivery of the goods or part thereof, the Seller is obliged to pay to the Purchaser a contractual penalty at the rate of 0.05 % of the contractual value of the delivered goods or part thereof for each started day of default. This is without prejudice to entitlement to full compensation for damage. If the Parties do not agree otherwise, upon a delivery of a smaller or larger quantity of goods than specified in the contract, the Purchaser is, in the event of delivery of a smaller quantity of goods, entitled to refuse such delivery, and in the event of delivery of a larger quantity of goods, entitled to refuse the excess quantity of goods. If the Purchaser accepts the Seller's delayed performance, this is without prejudice to the Purchaser's right to compensation for possible damage. If the Seller finds out that the Seller is not able to comply with the agreed date of delivery, the Seller is obliged to inform the Purchaser in writing without any delay of the reasons for and the anticipated period of default. The Seller may refer to the Purchaser's failure to deliver documents only if the Seller has reminded the Purchaser in writing to deliver such documents and has not received them within an adequate substitute time-limit. The Seller is obliged to hand over to the Purchaser a delivery note with each delivery, including the exact data relating to the quantity, quality, kind, size of goods, etc. If the delivery differs from the Purchaser's purchase order, especially in terms of quality, kind, size or quantity, etc., the Purchaser is, at its discretion, entitled to return such delivery completely or partially to the Seller at the Seller's expense and risk. If the Seller fails to deliver the goods within the agreed time-limit or if the Seller delivers the goods to another place than the agreed one or if the Seller delivers the goods without a delivery note, the Purchaser is entitled to withdraw from the contract with immediate effect without providing the Seller with an additional period for performance. This is without prejudice to the Purchaser's right to compensation for damage. In the event of force majeure, a strike, a lockout, etc. and other circumstances for which the Purchaser is not liable, the Purchaser may withdraw from the purchase order or determine another date or place of delivery; in such a case, the Seller may not claim any compensation for damage or assert any other requirements.

Danger of damage to the goods passes at the handover thereof to the Purchaser at the agreed place of delivery only; by no means does it pass at the moment of handover thereof to the carrier.

The Purchaser will inspect the goods after the passage of the danger of damage to the goods. The Purchaser will claim defects in the goods with the Seller without any undue delay as follows:

- in the event of apparent defects, a different quantity of the goods delivered, damage to the goods caused during the transport of the goods and delivery of other goods within 5 days of the takeover of the goods;
- in the event of other defects within 14 days of the date when such defects could have been ascertained using professional care but not later than 3 years of the date of takeover of the goods;
- in the event of defects covered by the Seller's warranty by the end of the warranty period.

A defect in the delivered goods which manifests itself within six months of the date of takeover of the goods is deemed to be a defect existing at the handover of the goods unless this is in contradiction to the nature of the goods or unless proved otherwise. If the goods are delivered defective, the Purchaser is entitled to select among claims resulting from defects in the goods in compliance with the statutory regulation unless specified further otherwise. The Purchaser is





entitled to request removal of defects by a delivery of substitute goods for the defective goods and removal of legal defects irrespective of whether the contract has been substantially breached by the delivery of the defective goods (see Section 2002 of the Civil Code) or not. Only the Purchaser can select among the individual claims resulting from defects in the goods. The costs associated with the removal of defects will be paid by the Seller. Asserting claims resulting from defects in the goods is without prejudice to the Purchaser's entitlement to compensation for damage. Besides the statutory claims resulting from defects in the goods, the Purchaser is also entitled to remove the defects in the goods on its own by repairing them at the Seller's expense if this is possible and reasonable. The reasonableness of such procedure is given, for instance, by urgency, i.e., if the Purchaser is in danger of default in the performance of the Purchaser's obligations owed to third persons due to the delivery of defective goods by the Seller. The Seller is liable to the Purchaser for the delivered goods being free of any legal defects (Section 1920 of the Civil Code). The provisions of these GPTC and the Civil Code are applicable by analogy to the assertion of the Purchaser's claims resulting from legal defects in the goods. If the delivery of the goods breaches any third-party rights and claims are asserted against the Purchaser owing to this, the Seller undertakes to assume all the obligations incurred by the Purchaser from such claims upon the Purchaser's first written call to do so. The Seller further undertakes to pay to the Purchaser all the expenses incurred in relation to assertion of the above-mentioned claims by third parties. If the Seller fails to comply with such obligations, the Purchaser is entitled to compensation for the damage incurred by the Purchaser thereby.

4 | Warranty for Goods

The Seller is obliged to ensure that the goods delivered by the Seller be free of any manufacturing, material, environmental or other factual or legal defects.

The Seller provides a warranty for the goods delivered to the Purchaser in compliance with generally binding legal regulations for a minimum period of 36 months; the Seller guarantees that the delivered goods keep the agreed and/or usual properties and be suitable for the agreed and/or usual purpose throughout the warranty period unless expressly agreed otherwise between the Parties. The warranty period starts at the takeover of the goods by the Purchaser in compliance with paragraph 3 hereof. The Seller is further liable to the extent of the warranty provided for all the goods sold by the Seller corresponding to the most up-to-date technical, technological and environmental requirements, the relevant legal regulations and standards (especially technical ones) and occupational safety regulations.

If a third party asserts against the Purchaser a claim for compensation for loss (damage) caused by a defect in the goods delivered by the Seller, the Purchaser is entitled to request compensation from the Seller, including any other claims. The Seller is liable for the goods not being attached with any third-party rights; the Seller is liable especially for the delivery and the use of the goods not breaching any copyrights and patent rights, licences or other third-party rights. The Seller is liable for the Seller's sub-suppliers' deliveries and performance to the same degree as for its own deliveries and performance. If a claim for compensation is asserted against the Seller owing to the Seller's liability for loss caused by a defect in a product and such loss has been caused by the Seller, the Seller is not entitled to raise any recourse claims against the Purchaser. If a claim for compensation is asserted against the Purchaser owing to its liability for loss caused by a defect in a product and such loss has been caused by the Seller, the Seller undertakes to pay the loss to the Purchaser by way of recourse on request within a time-limit determined by the Purchaser. The Seller undertakes to enter into an insurance contract with an insurance company to insure the Seller for an adequate sum insured in the event of liability for loss caused by a defect in a product; the Seller undertakes to prove the existence and duration of such contract to the Purchaser.





5 | Purchase Price

The agreed price is invariant for the goods specified in the confirmed purchase order. The purchase price contained in the confirmed purchase order is binding for both the Parties. Possible unilateral increases in the purchase price in the period between the purchase order confirmation and the delivery of the goods are not valid. If the Parties do not expressly agree otherwise in writing, the agreed purchase price contains also the price of the transport of the goods to the Purchaser, the price of the packing of the goods, insurance of the goods and the other Seller's expenses necessary to perform the Seller's obligation to deliver the goods to the Purchaser. The Purchaser is obliged to return the packing of the goods only if the Parties expressly agree on this.

6 | Invoicing

All the invoices including all the enclosures thereto are served in the PDF format to the Purchaser's email address faktura@gritec.com. The Seller is obliged to specify all the data required by legal regulations, the number of the purchase order and the date of the purchase order in the Seller's invoices, transport documents and delivery notes. If such data are not included in the invoice, the transport documents and the delivery notes, the Purchaser is not liable for possible default in payments in consequence of the breach of such Seller's obligation. The Seller is also not entitled to assert any claims against the Purchaser in result of this. If the number of the purchase order is not specified in the invoice, the Purchaser is entitled to return such invoice to the Seller. In such a case, the invoice is deemed not to have been served.

7 | Payments

Unless agreed otherwise in writing, the purchase price is due after the delivery of the goods and an invoice for the goods to the Purchaser as follows: 30 % thereof within a period of 30 days and the remaining 70 % thereof within a period of 60 days. If the Purchaser pays the purchase price within 14 days of the delivery of the goods and an invoice for the goods, the Purchaser is entitled to a 3% discount off the purchase price. The Purchaser is entitled to set off any of its claims against the Seller's claims, even those statute-barred or yet immature. In the event of a defective delivery of the goods, the Purchaser is entitled to withhold the relevant part of the payment to the extent of the defective performance until the due delivery of the goods. The Seller is entitled to set off its claims payable by the Purchaser against the Purchaser's claims only if the relevant Seller's claims are due and indisputable or finally adjudicated.

8 | Assignment of Claims

Complete or partial assignment or pledging of the Seller's claims payable by the Purchaser is admissible only on the basis of the Purchaser's written consent.

9 | Handover of Orders

In principle, the Seller ensures the delivery of the goods in compliance with a confirmed purchase order on its own. The Seller is entitled deliver and/or provide the performance through a third person only with the Purchaser's prior written consent.

10 | Principles of Occupational Safety and Health Protection

In the event of provision of services (subdeliveries, servicing, transport, etc.), the Seller or the contractor is obliged to equip its employees with personal protective equipment defined by the client and to respect the principles of occupational safety and health protection at the places of



work and construction sites of GRITEC s.r.o. Failing this, the Purchaser or the client is entitled to stop the provision of the agreed performance and to charge all the ancillary expenses incurred to the Seller or the contractor.

11 | Ownership

The Seller declares that the Seller is the owner of the delivered goods and that such goods are not charged with any third-party rights, especially with a security interest.

12 | Maintaining Confidentiality

The Seller is obliged to keep all the Purchaser's trade secrets and to maintain confidentiality of all the information relating to the Purchaser's business affairs.

13 | Place of Court

The court having jurisdiction to settle disputes between the Seller and the Purchaser is the court having subject-matter jurisdiction in whose circuit the Purchaser's registered office is situated.

14 | Final Provisions. Binding Effect of the General Purchasing Terms and Conditions

These GPTC and the legal relations resulting herefrom are governed exclusively by the laws of the Czech Republic, excluding the application of the UN Convention on Contracts for International Sale of Goods of 11 April 1980, including the UN Convention on the Limitation Period in the International Sale of Goods of 14 June 1974. Issues not expressly regulated by the GPTC are governed by the Civil Code.

In accordance with Sections 1765 and 2000 of the Civil Code, the Seller assumes the danger of change in circumstances.

The Purchaser and the Seller, in the capacity of businessmen, exclude the application of Section 558 (2) of the Civil Code.

If any of the provisions hereof are or become invalid or ineffective, this is without prejudice to the validity and effect of the other provisions hereof.

These GPTC and all the changes herein require a written form; the Parties exclude any other ways of changing the GPTC than in writing. This applies also to the waiver of requirements in writing.

These GPTC come into force and effect on 1 January 2024.

The Seller declares to have become duly acquainted with and discussed the above-specified General Purchasing Terms and Conditions and to agree herewith without any reservations.

In on

In Prague on

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On behalf of the Seller

GRITEC s.r.o.



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