**General Terms and Conditions for Supply of Goods and Services • KUBOUŠEK EU holding a.s.**

## I. General Provisions

1.1. These General Terms and Conditions (hereinafter the "GTC") stipulate the mutual rights and obligations of the parties, i.e. KUBOUŠEK EU holding a.s., Id. No.: 036 64 503, with its registered office at Lidická tř. 1937, České Budějovice 7, 370 07 České Budějovice, registered in the Commercial Register kept by the Regional Court in České Budějovice, Section B, File 2242, (hereinafter "KUBOUŠEK EU holding a.s.") and the client. KUBOUŠEK EU holding a.s. is a member of the KUBOUŠEK Technologies and Instruments group (hereinafter "KTI Group"). Other members of the KTI Group include:

- KUBOUŠEK s.r.o., Id. No.: 26076306, with its registered office at Lidická tř. 1937, České Budějovice 7, 370 07 České Budějovice, registered in the Commercial Register kept by the Regional Court in České Budějovice, Section C, File 12488;
- KUBOUŠEK Systems s.r.o., Id. No.: 02396106, with its registered office at Lidická tř. 1937, České Budějovice 7, 370 07 České Budějovice, registered in the Commercial Register kept by the Regional Court in České Budějovice, Section C, File 22277;
- KUBOUŠEK Edu s. r. o., Id. No.: 02982684, with its registered office at Lidická tř. 1937, České Budějovice 7, 370 07 České Budějovice, registered in the Commercial Register kept by the Regional Court in České Budějovice, Section C, File 22710;
- KSQ spol. s r.o., Id. No.: 26025230, with its registered office at Lidická tř. 1937, České Budějovice 7, 370 07 České Budějovice, registered in the Commercial Register kept by the Regional Court in České Budějovice, Section C, File 9763;
- KUBOUŠEK Technology SE, Id. No.: 05412391, with its registered office at Lidická tř. 1937, České Budějovice 7, 370 07 České Budějovice, registered in the Commercial Register kept by the Regional Court in České Budějovice, Section H, File 173
- KUBOUŠEK SK, s.r.o., Id. No.: 36 434 485, with its registered office at Vinárska 1006/7, 951 41 Lužianky, Slovakia, registered in the Commercial Register kept by the District Court in Nitra, File No. 18039/N;
- KUBOUŠEK Polska sp. z o. o., with its registered office in Cieszyn, at Bielska 68, 43-400, Poland, registered under No. KRS 0000552611 in Krajowy Rejestr Sądowy (Regional Court Register).

1.2. The GTC form an integral part of the relevant agreement, including, but not limited to, an agreement on supply of goods or a service agreement, concluded between KUBOUŠEK EU holding a.s. as the supplier of goods or the provider of services and the client (hereinafter the "agreement"). If KUBOUŠEK EU holding a.s. is not the owner of the supplied goods or provider of the ordered service, but merely mediates the relevant transaction, only those provisions of these Terms and Conditions that can be applied in such a case shall apply between the parties. If the client is a consumer within the meaning of Section 419 of Act No. 89/2012 Coll., the Civil Code (hereinafter the "Civil Code"), these GTC shall apply only to an extent that is not at variance with the provisions of the Civil Code on consumer protection.

1.3. The agreement shall be deemed concluded only with written consent of both (all) parties to its contents. If the offer of KUBOUŠEK EU holding a.s. is accepted, even with an addendum or deviation that does not substantially change the terms and conditions thereof, the agreement shall be concluded only if KUBOUŠEK EU holding a.s. grants its written consent to the amended wording of the offer. In accordance with Section 562 of the Civil Code, written form is maintained if the legal act is made by electronic means which enable the contents of the legal act to be captured and the acting person to be identified. The signature may be replaced by mechanical means where customary.

1.4. If KUBOUŠEK EU holding a.s. and the client agree, in a specific agreement, on terms of co-operation other than (deviating from) those set out in these Terms and Conditions, then, for that specific agreement, the mutual agreement between the parties shall apply primarily and these GTC shall apply subsidiarily. The client's terms and conditions shall apply only if KUBOUŠEK EU holding a.s. grants its express written consent to them when entering into the relevant agreement. If the client's terms and conditions make the application of these GTC conditional upon the client's express written consent, the conflict-of-law provisions of Section 1751 (2) of the Civil Code shall apply.

## II. Price and Payment Terms

2.1. Supply of goods by KUBOUŠEK EU holding a.s. shall be governed by the Incoterms 2020 delivery terms, where the specific Incoterms 2020 delivery clause shall be specified in the agreement on supply of goods. The Incoterms 2020 clauses shall apply both to international contractual relationships and to supplies of goods in the territory of the Czech Republic, i.e. also if the agreement on supply of goods is concluded only between entities with their registered offices or places of residence in the Czech Republic. The services are provided at the place and time specified in the specific service agreement.

2.2. The price of the goods is based on the manufacturer's recommended prices recalculated to Czech crowns (CZK) using an exchange rate, the amount of which shall be determined by the specific agreement on supply of goods. However, the purchase price may also be agreed in a currency other than Czech crowns. The price of services provided shall be specified in the specific service agreement. VAT and customs duties, if applicable, must be added to the price of the goods and services; both in the amounts stipulated by the applicable tax and customs regulations.

2.3. Unless agreed otherwise in the agreement, the price is payable within 14 days of the date of delivery of the goods or provision of the service. In case of the client's delay with payment of the price for the performance under the agreement, the client is obliged to pay to KUBOUŠEK EU holding a.s. a contractual penalty in the amount of 0.05% of the outstanding amount for each, even incomplete, day of delay. The thus-determined contractual penalty for breach of the client's obligations shall in no way prejudice any potential entitlement of KUBOUŠEK EU holding a.s. to compensation for damage or default interest.

2.4. Payments shall be made in the manner specified by KUBOUŠEK EU holding a.s., preferentially by a wire transfer to a previously specified account of KUBOUŠEK EU holding a.s.

2.5. If the client arranges a cash-on-delivery payment and fails to take over the goods from the carrier, all additional costs related to return of the goods shall be charged to the client. Furthermore, the client shall be charged a storage fee with KUBOUŠEK EU holding a.s. in the amount of at least 0.25% of the price of the goods for each day of storage. After returning, the goods shall be sent to the client again. In case of repeated failure to take over the goods, the goods shall be stored and released only after payment of the full price of the goods including the storage fee. The payment for the goods shall be made on the basis of a request for payment and a tax receipt shall be issued as a confirmation of receipt of the payment only after the purchase price has been paid in full.

2.6. Provided that in accordance with the agreement on supply of goods is the price payable before the delivery of the goods, the client is obliged to pay the purchase price within the deadline stipulated in the agreement, based on the advance invoice issued by KUBOUŠEK EU holding a.s. In case of delay of the client with the payment of the (portion) price of the goods invoiced by the advance invoice, KUBOUŠEK EU holding a.s. issues, before the day on which the physical delivery of the goods is possible, a new advance invoice for the full purchase price, which shall replace the original advance invoice. The goods shall be released by KUBOUŠEK EU holding a.s. to the client upon due payment of the entire purchase price according to the advance invoice. In case of non-compliance with the due date of this advance invoice, the penalties shall be the same as in paragraph 2.3 of these GTC and, in addition, storage fees shall be charged at least in the amount of 0.25% of the price of the goods for each day following expiry of the due date of the invoice. In case of delay with payment of the advance, KUBOUŠEK EU holding a.s. is further entitled to sell the goods to another potential buyer. The goods shall be ordered again and delivered to the original client not earlier than after the advance invoice has been paid. In that case, this shall not constitute a delay in the supply on the part of the supplier.

2.7. The client and KUBOUŠEK EU holding a.s. agree that, within their contractual relationships, only undisputed receivables or receivables granted to the client by a final and enforceable court decision shall be eligible for set-off. Furthermore, the client and KUBOUŠEK EU holding a.s. agree that, within their contractual relationships, all due and non-due receivables shall be eligible for set-off against the client regardless of the expiry of their limitation period, if applicable.

## III. Delivery Periods

3.1. Compliance with the delivery periods for the supply of the goods under the agreement on supply of goods and the provision of service by the date stipulated in the service agreement is conditional on timely receipt of all the necessary permits and underlying documents from the client and compliance with the agreed payment terms and other obligations on the part of the client. In case these prerequisites are not met properly and in due time, the delivery periods for the supply of goods and for the provision of service shall be extended accordingly; KUBOUŠEK EU holding a.s. shall set an alternative date of provision of the service based on prior agreement with the client. If it is necessary to set an

alternative date for provision of the service due to the client's delay, KUBOUŠEK EU holding a.s. is entitled to a contractual penalty in the amount of 20% of the price of the service provided. The thus-determined contractual penalty for breach of the client's obligations shall in no way prejudice any potential entitlement of KUBOUŠEK EU holding a.s. to compensation for damage. If it is impossible to set an alternative date of provision of the service without undue delay, but not later than within 1 month of the original date, KUBOUŠEK EU holding a.s. has the right to withdraw from the service agreement. The above shall not apply if KUBOUŠEK EU holding a.s. is solely liable for the delay.

3.2. A binding confirmation of the date of supply of goods may be sent only after a binding order has been placed by KUBOUŠEK EU holding a.s. with a foreign supplier and after the supply date has been confirmed by the foreign supplier. The client agrees that the obligation to supply goods or services of KUBOUŠEK EU holding a.s. may be performed through a subcontractor, where KUBOUŠEK EU holding a.s. agrees to use especially companies belonging to the KTI Group for these subcontracts.

3.3. Unless the agreement on the supply of goods stipulates otherwise, the goods are delivered by KUBOUŠEK EU holding a.s. by the handover of the goods to the first carrier for the purpose of their transport to the client. If the nature of the supply requires its installation and commissioning by KUBOUŠEK EU holding a.s., the performance of the supply shall be ensured by signing of a handover record by the client.

3.4. If, after the execution of the agreement on supply of goods, there is a change in the production programme without the possibility of supplying the original type of goods or there is such an innovation that changes the required parameters, functional properties or purchase price of the goods under the agreement or if the delivery period is extended compared to the above-specified dates, KUBOUŠEK EU holding a.s. is obliged to notify the client of the change within 15 days of becoming aware of it. In that case, the client may withdraw from the agreement without any compensation or request a change in the goods based on the current offer.

3.5. In the event of non-compliance with the delivery dates by KUBOUŠEK EU holding a.s., the client may claim a contractual penalty in the amount of 0.05% of the price of the goods for each day of delay, but not exceeding 5% of the price of the goods. In the event of non-compliance with the deadline for the provision of the service by KUBOUŠEK EU holding a.s. under the service agreement, the client may request the provision of the service at an alternative date set on the basis of an agreement of the parties. If it is impossible to set an alternative date of provision of the service without undue delay, but not later than within 1 month of the original date, the client may withdraw from the service agreement and, at the same time, is entitled to a contractual penalty in the amount of 5% of the price of the service provided. This does not apply if the delay was caused by an event of force majeure or for reasons outside the sphere of influence of KUBOUŠEK EU holding a.s., e.g. by a natural disaster, failure of utilities, declaration of a state of emergency or a similar state, strike, unrest or a similar event. In that case, the delivery periods shall be extended accordingly. The client is not entitled to claim compensation for damage resulting from breach of the obligation to which the contractual penalty pertains.

3.6. If an event of force majeure or a reason outside the sphere of influence of KUBOUŠEK EU holding a.s. prevents partial or overall performance of the concluded agreement, KUBOUŠEK EU holding a.s. shall be released from its obligations under the agreement and shall not be liable for any damage or other harm caused thereby. In this respect, it is irrelevant whether or not such a cause existed at the time of execution of the agreement or occurred at a later date, regardless of whether it could have been reasonably foreseen by any of the parties upon execution of the agreement.

3.7. Partial supplies of goods are permitted; however, their performance is subject to the consent of KUBOUŠEK EU holding a.s.

3.8. If the client is in delay with payment for over 15 days after the due date, KUBOUŠEK EU holding a.s. may refuse further performance under the relevant agreement, but also under any other agreement concluded between KUBOUŠEK EU holding a.s. and the client, until all due receivables of KUBOUŠEK EU holding a.s. are paid by the client.

## IV. Reservation of Ownership Title and Passage of Risks

4.1. The goods shall remain in the ownership of KUBOUŠEK EU holding a.s. even after the effective date of the agreement on supply of goods and delivery of the goods to the client. The ownership title to the subject of the agreement on supply of goods shall pass to the client upon delivery of the goods or full payment of the price of the goods and fulfilment of all claims enforced by KUBOUŠEK EU holding a.s. against the client on the basis of their mutual contractual relationships, whichever comes later (the reservation of ownership title).

4.2. During the time for which the ownership title is reserved, the client may not pledge the goods subject to the reservation of ownership title or dispose of the goods in any way in relation to third parties (resale, etc.). The client is obliged to inform KUBOUŠEK EU holding a.s. without delay in case of detention of goods, their seizure or other disposal or interference by third parties.

4.3. In case of breach of obligations on the part of the client, especially in case of delay with payment of its pecuniary obligations, KUBOUŠEK EU holding a.s. may request that the goods with the reservation of ownership title be surrendered back, even without the need to withdraw from the agreement on supply of the goods. In such a case, the client is obliged to immediately release the relevant goods at the client's own expense to KUBOUŠEK EU holding a.s. upon its request, by delivery directly to an establishment of KUBOUŠEK EU holding a.s. or by handing them over to the carrier or some other person authorised by KUBOUŠEK EU holding a.s. to deliver them to an establishment of KUBOUŠEK EU holding a.s. Otherwise, it shall hold that the client grants its consent for KUBOUŠEK EU holding a.s. to take the relevant goods from the place in which the client has placed them at the client's expense.

4.4. The risk of damage to the goods shall pass to the client upon handover of the goods to the first carrier without the need for the first carrier to be the carrier that will transport the goods to the place of destination pursuant to Section 2123 of the Civil Code.

4.5. In case of supplies without transport to the client, the risk of damage to the goods shall pass to the client at the time when the supply was submitted for transport or taken over by the client or a person (or a third party) authorised by the client.

## V. Installation, Assembly and Co-operation in the Provision of Services

5.1. Unless the agreement on supply of goods stipulates otherwise, the client is obliged to ensure in due time the construction and technical readiness and co-operation for the delivery and commissioning of equipment, including disposal of used packaging and waste produced during installation.

5.2. If the installation, assembly or commissioning is delayed as a result of circumstances for which KUBOUŠEK EU holding a.s. is not liable, the client shall bear the costs incurred by KUBOUŠEK EU holding a.s. in connection with waiting or necessary additional trips taken by KUBOUŠEK EU holding a.s. or the assembly personnel to the relevant extent.

5.3. If KUBOUŠEK EU holding a.s. requests that the goods be handed over on the basis of a record after completion of the installation, assembly or commissioning, the client is obliged to take over the goods and sign the handover record without delay, but not later than within one week. If this does not happen, the supply shall be deemed handed over on the basis of a record and free of any defects after expiry of the set deadline. A supply shall also be deemed to be handed over on the basis of a record and free of any defects if the subject of the supply began to be used by the client (or after the end of the contractually agreed testing phase).

5.4. If KUBOUŠEK EU holding a.s. installs the supplied equipment, the client may not unpack the supply without the presence of a person authorised by KUBOUŠEK EU holding a.s. The client is only obliged to check that the transport packaging is intact.

5.5. In case of a service agreement, unless the agreement stipulates otherwise, the client is obliged to provide KUBOUŠEK EU holding a.s. with all co-operation enabling proper provision of the ordered service. In cases where the services are provided at the client's premises, the obligation to provide co-operation lies especially in the client's obligation to create conditions suitable for proper provision of the ordered service and provide space corresponding to the nature of the service provided.

5.6. KUBOUŠEK EU holding a.s. is obliged to ensure its employees who provide the ordered services comply with occupational safety; however, the client is obliged to ensure safe conditions for the provision of services at its premises.

## VI. Warranties and Reports of Defects

6.1. A warranty is provided for the goods for the term specified in the agreement on supply of goods. In case of supply of used goods, no warranty is provided by KUBOUŠEK EU holding a.s. and the goods are delivered to the client as it is, where the specific agreement on supply of used goods shall also include the client's obligation to waive the rights following from defective performance in relation to used goods within the meaning of Section 1916 (2) of the Civil Code.

6.2. The warranty for goods does not apply to defects of supplies caused by unprofessional or unauthorised interference by the client or third parties, and defects in respect of which it has not been proven that they occurred through the use of defective material, faulty design or incomplete processing, or defects caused by natural wear and tear, incorrect maintenance, non-compliance with the operating regulations, excessive load, use of unsuitable operating means and conditions, chemical and electrolytic influences, atmospheric disturbances, incorrect storage, construction and assembly work of persons other than KUBOUŠEK EU holding a.s. and persons authorised by KUBOUŠEK EU holding a.s. and all other causes arising through no fault of KUBOUŠEK EU holding a.s. The warranty shall not apply to any materials supplied by the client and to the construction design used by the client as well as the ensuing security and functionality of the supplies. KUBOUŠEK EU holding a.s. is liable for third-party products (goods) supplied by KUBOUŠEK EU holding a.s. only within the scope of the warranty terms of these third parties. The right to report defects does not arise in case of insignificant deviations from the agreed properties or negligible limitations of usability. For equipment requiring professional installation, the warranty applies only to equipment installed by KUBOUŠEK EU holding a.s., persons authorised by KUBOUŠEK EU holding a.s. or persons professionally qualified and approved in advance by KUBOUŠEK EU holding a.s.

6.3. Any potential report of a defect on the grounds of incompleteness of the goods must be made not later than within three days of delivery of the goods to the client. Any report of defects on the grounds of damage to the goods caused during transport must be filed immediately upon takeover of the goods with the carrier and notified to KUBOUŠEK EU holding a.s. in writing, including taking the relevant photographic documentation. The client is obliged to make a report of defects on the grounds of an apparent defect of the goods not later than within three days of delivery of the goods to the client; in case of hidden defects, the client must do so not later than within three days of their discovery. A report of defects on the grounds that the services were not provided within the scope pursuant to the service agreement must be made immediately after the provision of the service by KUBOUŠEK EU holding a.s. The client is obliged to make report of other defects of the services not later than within three days of their discovery. Later report of defects will not be acknowledged.

6.4. A report of defects must be made in writing. A report of defects is deemed to be made in writing if it is made by e-mail, fax or registered letter delivered within the relevant deadline for filing a report of defects with KUBOUŠEK EU holding a.s. Other forms of claiming a defect shall not have the effects of a report of defects. The client must specify the exact description of the defect in the report of defects.

6.5. The supplier may, through its representatives, perform an inspection on site to check whether or not the report of defects is justified and the client is obliged to allow the supplier to do so. If the report of defects is found to be unjustified, the client is obliged to reimburse KUBOUŠEK EU holding a.s. for any and all costs incurred in connection with the report of defects, including travel expenses.

6.6. The client shall always first provide KUBOUŠEK EU holding a.s. with an opportunity to provide an additional performance or remedy the defect within a reasonable deadline.

## VII. Liability and Compensation for Damage

7.1. KUBOUŠEK EU holding a.s. shall be liable to the client or third parties only for damage caused exclusively by culpable breach of its contractual obligation either intentionally or due to gross negligence. Thus, KUBOUŠEK EU holding a.s. shall not be obliged to provide compensation for any damage incurred, even partially, through the client's fault.

7.2. When performing its obligations under the agreement, KUBOUŠEK EU holding a.s. shall be obliged to notify the client in writing of any obvious unsuitability of the client's instructions that could result in damage. If the client insists on the performance of the instruction despite this notification, KUBOUŠEK EU holding a.s. shall not be obliged to provide compensation for any damage thus incurred.

7.3. KUBOUŠEK EU holding a.s. shall be obliged to provide compensation only for damage actually incurred, up to the price of the supplied goods or service provided under the agreement in relation to which the damage arose, unless the agreement stipulates otherwise. In cases where it is possible to compensate the damage by restoring the original condition, the damage shall be compensated in this manner.

## VIII. Final Provisions

8.1. KUBOUŠEK EU holding a.s. holds unlimited ownership title and unlimited intellectual property rights to price calculations, drawings and other underlying documents drawn up in connection with the performance of supplies (hereinafter the "Underlying Documents"). The Underlying Documents may not be disclosed by the client to third parties without the consent of KUBOUŠEK EU holding a.s. If this provision is breached by the client, KUBOUŠEK EU holding a.s. has the right to claim a contractual penalty in the amount of 50% of the value of the contract being negotiated. If the client and KUBOUŠEK EU holding a.s. do not enter into an agreement on supply of goods, the client is obliged to continue to consider all the submitted Underlying Documents confidential. If the client uses them for the purpose of its business activities or private needs, the client shall surrender any unjust enrichment to KUBOUŠEK EU holding a.s. The agreement may only be modified by means of numbered written amendments executed by all parties thereto.

8.2. Any and all matters not expressly provided for in the agreement or these Terms and Conditions shall be governed by the laws of the Czech Republic, especially by the applicable provisions of the Civil Code, as amended. Any and all disputes between KUBOUŠEK EU holding a.s. and the client following from a specific business relationship shall be resolved by the court having subject-matter jurisdiction located in České Budějovice, Czech Republic, i.e. either the District Court in České Budějovice or the Regional Court in České Budějovice.

8.3. Unenforceability, invalidity or ineffectiveness of any provision of the agreement or these Terms and Conditions shall in no way prejudice the enforceability, validity and effectiveness of the remaining provisions.