

**1 DEFINITIONS, SCOPE AND CONTRACTUAL DOCUMENTS**

- 1.1 These general terms and conditions (the “GTC”) shall form an integral part of any agreement concluded between **Exentec Czech s.r.o.**, a company established under the laws of the Czech Republic, with its registered seat at Kateřinská 108, Nové Modlany, Postal Code 417 42, Krupka, Company ID No. 057 24 368, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 264651 (the “**Seller**”) and a party buying the Product (as defined below) (the “**Customer**”; the Seller and the Customer together the “**Parties**”) (the “**Agreement**”). When referring to the Customer, the term should include Customer’s officers, employees, agents and persons identifying themselves as acting for and with the authority of the Customer.
- 1.2 The Agreement shall only be validly concluded when an order placed by the Customer (the “**Order**”) is confirmed by the Seller (the “**Order Confirmation**”) by letter, by email or through the electronic ordering system of the Seller. Prior to the Order, the Seller may provide the Customer with an offer which is always non-binding (the “**Offer**”). The Order Confirmation includes binding specification of goods, products and/or services either by explicit specification in the Order Confirmation or by reference to the Order, the Offer (as specified below) or any other documents and specifications known to the Parties (the “**Product**”). The Agreement is concluded also if the Seller provides the Product to the Customer on the basis of the Order without issuing the Order Confirmation.
- 1.3 The Customer agrees that the terms and conditions set forth herein will be applicable to any Agreement concluded in a way described in the Section 1.2 of these GTC, and that any other terms and conditions referred to in any Order or other forms or documents used by the Customer (the “**Customer’s Documents**”), which are inconsistent with any terms and conditions contained herein, including any statement that purports to reject additional or varying terms of the Offer or the Order Confirmation, or which limit acceptance of the terms and conditions contained herein, shall be excluded and shall have no legal effect with respect to the Agreement, unless the Seller has expressly agreed to those terms and conditions in Customer’s Documents.
- 1.4 The Agreement constitutes the entire agreement between the Parties and supersedes all prior, express and/or implied written or verbal, representations and/or agreements with respect to the same matter.
- 1.5 These GTC become part of the Agreement by the way of attachment of the copy hereof to any document forming an Agreement as stated in the Section 1.7 or by making a reference to these GTC in the respective document.
- 1.6 Seller’s employees are not authorized to include, even partially, any Customer’s Documents to the Agreement, unless their powers of attorney expressly provide otherwise. In addition, Seller’s waiver of certain provisions of these GTC in special cases shall apply only to a specific agreement and/or a purchase order, and in no case can be treated by the Customer as applicable to performance of other agreements and/or purchase orders, unless the Parties agree otherwise.
- 1.7 The Agreement usually consist of the following documents, in a decreasing order of priority: (i) a written agreement (if applicable); (ii) the Order Confirmation, (iii) the Offer (if applicable), (iv) these GTC, (v) the Order. In the event of conflicts and/or interpretation discrepancies between provisions of the stated documents forming the Agreement, the priority of the documents shall be determined according to the foregoing sequence.

**2 SCOPE AND NATURE OF THE SERVICES**

- 2.1 Concerning the content of the Agreement, the Order Confirmation or - if no such Order Confirmation exists - the Offer shall be limited only to the deliveries and services explicitly listed in the Order Confirmation or in the Offer (if no Order Confirmation exist). Items not listed therein shall not be included in the contents of the delivery.
- 2.2 Information in the documents pertaining to the Agreement (such as drafts, figures, specifications of weight, dimensions and perforations, etc.) and terms of delivery shall only be approximate, unless expressly referred to as binding.
- 2.3 The Offer is made and the Agreement is concluded on condition that the media used to operate the plant (water, air, etc.) at the place where the Product will be used by the Customers or third parties are

duly secured by the Customer and that they are suitable for the intended use (i.e. the quality and the quantity is sufficient).

- 2.4 All ancillary services (e.g. masonry, caulking, plastering, carpentry, excavation, wiring, paintwork) are excluded from the Offer and/or Order Confirmation even if the Seller explicitly undertakes to carry out the installation unless otherwise specified in the Offer and/or the Order Confirmation. These must be paid separately if they are performed by the Seller.

**3 PRICES AND PAYMENTS**

- 3.1 Unless expressly agreed otherwise, the specified rates are **FCA, named place (Incoterms 2020)**. The applicable VAT shall be invoiced separately. For the avoidance of any doubt the rates under the Agreement does not include any costs related to shipment and taxes, levies, duties or any other similar costs. If unclear from the invoice, the purchase price is without VAT.
- 3.2 The following payment terms shall apply:
  - 3.2.1 Within 30 days after receipt of an invoice, unless agreed otherwise;
  - 3.2.2 For Agreements with a net value of more than USD 1,000,000 (or its equivalent in other currency), the Customer shall make: (i) advance payments of 25% of the Agreement value without undue delay from the Order Confirmation, however, no later than within three (3) business days therefrom; and (ii) make all remaining payments without undue delay from notification of a shipment, however, no later than within three (3) business days therefrom.
- 3.3 The Customer shall only be entitled to set off any claims against the Seller, if such claims have been acknowledged by the Seller and/or judicially established. This shall apply mutatis mutandis to rights of retention of the Customer.
- 3.4 The Seller is entitled to reimbursement of any additional costs with respect to the delivery or manufacturing of the Product in case the Current Situation (as defined in Section 5.3) would cause an increase of such costs. Such reimbursement must be paid by the Customer upon the notice delivered by the Seller without undue delay. The Seller also reserves the right to adjust the quoted price of any Product after the issue of the Offer or the Order Confirmation but before shipping, in the event that the manufacture of such Product is affected by the Current Situation (in particular the higher price of materials such as stainless steel). In such event, the Seller will forward the Customer a “Notice of Price Adjustment” at least thirty (30) days in advance, and will reflect the adjusted pricing in its invoice when issued.

**4 CANCELLATION FEES**

- 4.1 The Customer acknowledges and agrees that any cancellation of any Product delivery requested by the Customer under the Order, or part thereof, once the Order has been delivered to the Seller and production has been scheduled will cause the Seller to incur production and scheduling difficulties and damages. Such damages include administrative, planning and scheduling, purchasing, materials received, engineering, etc. Therefore, the Customer agrees that should it cancel the Product delivery requested by the Order, or any part thereof due to the program changes of the end customer, it will pay the following fees within thirty (30) days of receipt of the Seller’s cancellation invoice: 5% of the amount otherwise due on cancelled orders that were scheduled by the Seller to be delivered more than 12 weeks from the date of the Customer’s written notice of cancellation; 25% on orders scheduled for delivery between 6-12 weeks of the date the Customer’s written notice of cancellation; and 100% on orders scheduled for delivery less than 6 weeks of the date the Customer’s written notice of cancellation. Where the Customer has paid a deposit amount in advance, that deposit will be applied to the foregoing agreed cancellation fees and the Seller will invoice the Customer for the remaining balance of fees owed. For avoidance of any doubt, the Customer has no right to cancel the Order due to any other reason other than due to the program changes of the end customer. If such program change is not sufficiently evidenced to the Seller when delivering a cancellation notice to the Seller at the latest, the cancellation of the Order has no legal effect and the Customer is still obliged to pay the whole purchase price including all related disbursements.

**5 DELIVERY TERMS AND FORCE MAJEURE**

- 5.1 The delivery period shall commence at the earliest upon sending of the Order Confirmation, not prior to the date on which the Customer and the Seller have settled and agreed on all technical details and contractual terms, and not prior to receipt of an agreed advance payment, if applicable. Should the Customer request subsequent changes, the delivery period shall be extended accordingly.
- 5.2 The performance of the delivery-related obligations is contingent upon the Customer not being in arrears with payment and performing all necessary cooperative actions required for a contractually compliant delivery in a proper and timely manner. In particular, the Customer shall provide in a timely manner and at his own expense all permits and documents required for the transportation, installation and operation of the equipment. Should the Seller assist the Customer in this regard, the Customer shall bear any additional costs incurred.
- 5.3 Delivery periods agreed in the Agreement are non-binding and only give an indication due to the current economic and political situation and all the financial and logistical constraints known and/or reasonably to be expected to date, including, but not limited, to (i) extreme uncertainty of availability and volatility of pricing in the supply chain in general, and in the stainless-steel market in particular (ii) the health and/or economic crises, including prevention measures imposed whether by law, order or at reasonable discretion to combat the propagation of the COVID 19, (iii) armed conflicts around the world such as the Israel-Hamas war, the war in Ukraine, the political tensions around Taiwan and their respective direct and indirect consequences, (iv) the shortage in energy, materials and construction as well as electronic components, (v) the rising inflation rate and (vi) the fact that the Seller mainly no longer receives any binding delivery dates from its suppliers (the "Current Situation") and the fact that this trend is likely to continue and increase over time. If necessary, the Seller will inform the Customer about changes to these non-binding delivery dates.
- 5.4 Should delivery periods be exceeded, a reasonable extension of time shall be granted by the Customer. If possible, the reasonable extension should be the one proposed by the Seller. Should the Seller be unable to deliver due to the failure of subcontractors to fulfil their contractual obligations, the Seller shall be entitled to withdraw from the Agreement if reasonable efforts to obtain the necessary items from its subcontractors have been made without success.
- 5.5 Should the delivery not take place within the set extended period of time, the Customer shall be entitled to withdraw from the Agreement, provided that it has expressly declared that it will refuse to accept the delivery after expiry of the extended term.
- 5.6 Neither the Seller nor the Customer shall be liable to the other party if and insofar as they are prevented from performing their contractual obligations due to a Force Majeure Event; thus, the Seller shall in particular be released from its obligation to perform for the period of the impediment plus a reasonable recovery time. This does not entail a dissolution of the Agreement. The Parties are committed to give each other the necessary information and to adjust their obligations in good faith to the changed circumstances. A Force Majeure Event means circumstances which were unforeseeable when the Agreement was concluded and which are unavoidable or can only be avoided by unreasonable means or similarly serious circumstance, including, but not limited to (i) labour disputes, war, civil or any other disturbances, armed conflicts or terrorist acts; (ii) natural disasters, unusually severe weather, floods, seismic activity, such as earthquakes and volcanic eruptions; (iii) explosions or fires from lightning or other causes not attributable to the party invoking the Force Majeure Event; (iv) risk to public health and safety (including, but not limited to those risks posed by epidemic or pandemic events); (v) virus or other external interference with the Seller's IT systems, to the extent that such interference occurs despite the due care and diligence exercised in the implementation of protective measures; (vi) impediments due to applicable national, and/or international export control, customs and foreign trade regulations, including but not limited to US export control regulations. Force Majeure Event may influence performance under the Agreement either directly or indirectly (the "Force Majeure Event").

**6 SHIPPING AND TRANSFER OF RISK**

- 6.1 The Seller shall be entitled to make partial deliveries. Any objection to partial deliveries shall not release the Customer from the obligation

- to accept the remaining amount of the ordered delivery in accordance with the Agreement.
- 6.2 The risk associated with the deliveries and services shall pass in accordance with the provisions of **FCA, named place (Incoterms 2020)**. For the avoidance of any doubt, the risk is transferred at the moment when the carrier is allowed to review the Product at the Seller's facility preceding performance of a loading (usually at the loading dock). At the same moment, the Product is deemed to be delivered to the Customer and the Seller's right to issue an invoice for the full purchase price arises.
- 6.3 Should the shipment be delayed due to circumstances beyond the control of the Seller, the delivery shall be considered to have been made upon notification of the readiness of the shipment, which shall give effect to the transfer of risk, the due date for payment and the beginning of the warranty period.
- 6.4 Should the shipment be postponed at the request of the Customer or should the Customer refuse to accept the delivery, the Seller shall be entitled to warehouse the delivered Product at the risk of the Customer and, starting the day following the date of the notification of delivery, to apply a recurring charge of 0.5% of the purchase price amount per month for warehousing at its facilities. Without prejudice to further rights, the Seller shall be entitled to dispose of the delivery object and to deliver to the Customer within a reasonably extended period of time if the Customer fails to retrieve the delivery within a period set by the Seller.

**7 RETENTION OF OWNERSHIP**

- 7.1 The Seller retains title to all delivered Product until the purchase price has been paid in full and all claims arising from the commercial relationship with the Customer have been settled. Should there be a current account credit balance, the Seller retains ownership until the balance is settled; in respect of bills of exchange or cheques, until they are cleared in full without any reservation.
- 7.2 Should the retention of title expire as a result of treatment or processing, combination or merging, the Seller shall become the owner or co-owner of the resulting new item in the proportion of the value of the Product to that of the new item. The Customer shall hold the latter in safekeeping for the Seller free of charge. Should any claims arise from the loss of our reserved property or new joint ownership, these are hereby transferred to the Seller.
- 7.3 In the event that the Customer acts in violation of the Agreement, in particular if the agreed payment dates are not met, the Seller is entitled to withdraw from the Agreement. If the Seller withdraws from the Agreement, the Customer is obliged to return the delivered Product without undue delay. Insofar as these have become essential components of a property, the Customer undertakes to allow the Seller to dismantle the items that can be removed without significant impairment of the structure (and/or to secure that the Seller can and is permitted to enter any premises necessary to dismantle respective items) and to transfer the ownership of these items back to the Seller. Should the Customer interfere with the aforementioned rights, it shall be liable to pay damages to the Seller. Disassembly and other costs shall be borne by the Customer.
- 7.4 The Customer shall be entitled to process and sell the delivered items in the usual course of business. The claims against third parties arising from the further distribution are hereby assigned to the Seller as a preventive measure. The Customer is obliged to issue a confirmation proving such an assignment at the Seller's request or to execute respective assignment. The Seller hereby accepts the assignment.
- 7.5 As long as the Customer meets his payment obligations, he is authorized to collect the assigned claims on behalf of the Seller. The proceeds shall be transferred to the Seller immediately. The Customer hereby authorizes the Seller to notify the third-party debtor of the assignment.
- 7.6 The Customer shall not be entitled to pledge or assign by way of security to third parties, in particular financial institutions, the items subject to retention of title without the written consent of the Seller. The Customer shall immediately notify the Seller of any interference by third parties regarding the reserved goods or equipment or the claims obtained through their sale, in particular through pledging. Resale in the event of insolvency shall be inadmissible. In the event that the Customer is declared insolvent or is in a state of de facto insolvency, the Seller shall be entitled to withdraw from the Agreement.

7.7 All items subject to retention of title shall be insured against natural disasters (fire, flood etc.) and theft by the Customer. All relevant claims against the insurance company are hereby assigned to the Seller. The Customer is obliged to issue a confirmation proving such an assignment at the Seller's request or to execute respective assignment. The Seller hereby accepts the assignment.

**8 WARRANTY**

8.1 The Customer shall carry out an inspection of the Product as soon as practicable, ideally at the moment when the risk is transferred in accordance with Section 6.2 of these GTC, however in any case, no later than ten (10) business days from receipt of the Product at the destination where it was sent in accordance with **FCA, named place (Incoterms 2020)**. If any defect is detected, the Customer is obliged to inform the Seller without undue delay. No inspection and/or notification of a defect that will be carried out or communicated later than agreed in the Agreement can give rise to any rights from defective performance.

8.2 The right of the Customer to claim defective performance under this Agreement expires at the latest one (1) year from the moment when the risk is transferred in accordance with Section 6.2 of these GTC.

8.3 Normal wear and tear or standard depreciation shall not be covered by the warranty, nor shall damage resulting from incorrect or negligent handling by the courier or the Customer or from negligent failure to comply with the Seller's operating and maintenance instructions, unsuitable equipment, defective construction work, force majeure or other reasons for which the Seller is not responsible.

8.4 Should deliveries and services require installation, warranties given by the Seller for the presence of certain properties shall only apply if the installation is carried out by the Seller, or by personnel contracted by the Seller, or if the Customer proves that the installation by a third party did not affect the occurrence of the properties in question.

8.5 The Customer is entitled to rectification of the defective Product in line with provisions of the Agreement. For this purpose, the Customer shall, after agreement with the Seller, allow sufficient amount of time and appropriate resources. This warranty obligation shall be performed in Žatec, the Czech Republic or at any plant appointed by the Seller. Should the Seller be obliged to rectify the defective Product, the Seller has the sole right to choose any way of rectification in accordance with the Civil Code. Such rectification might be a repair (carried out by the Seller or by any third party appointed by the Seller) or delivery of a new Product. If none of the rectifications are commercially viable, the Seller will inform the Customer about this fact and the Parties will enter into the negotiation with good faith and will try to solve the issue. For the avoidance of doubt, the Customer is not entitled to choose from the options to rectify the defective performance under the Agreement. Should any rectification of major Product's defect (i.e., a defect due to which the Product cannot be used for the usual purpose), the Customer shall be entitled to a reduction of the purchase price accordingly or to a withdrawal from the Agreement. Any replaced parts become the property of the Seller.

8.6 The limitation period shall commence at the moment of risk transfer in accordance with Section 6.2 of these GTC; in case an acceptance has been agreed, on acceptance. Additional statutory special regulations on the period of limitation (Sections 631 to 644 of the Civil Code) shall remain unaffected, except for the limitation period for damage caused by a defect in a Product which shall be one (1) year.

**9 LIMITATION OF LIABILITY**

9.1 The Seller shall be liable - regardless of the legal basis - within the scope of strict liability only for intent and gross negligence. Notwithstanding any other provision of these GTC or applicable law, any and all claims against the Seller and/or liabilities of the Seller in respect of the Agreement - regardless of the legal basis (including damage caused by slight negligence etc.) - shall be limited to the amount of the purchase price.

9.2 The Seller shall compensate the Customer only for the sum of actual losses (in Czech: "skutečná škoda"). The Parties hereby excludes from the liability of the Seller: (a) loss of profit (in Czech: "ušlý zisk"), (b) loss being an indirect consequence of the breach of obligation under the Agreement, (c) any non-pecuniary damage (in Czech: "nemajetková újma") within the meaning of Section 2894(2) of the Civil Code and (d) any other collateral and/or consecutive damages, such as downtime, production shutdown, etc.).

9.3 The foregoing limitations of liability shall not apply to any liability of the Seller under mandatory statutory provisions (in particular under the Civil Code) in the event that the Seller has fraudulently concealed a defect, assumed a guarantee for the quality of the goods and services, and in the event of injury to life, physical injury or damage to health.

9.4 The Seller shall only be liable for the loss of data or programs to the extent that their loss would have been unavoidable even if the Customer had taken reasonable precautions against such loss (in particular by making backup copies of all programs and data at least daily) and only to a limited extent with respect to the costs of restoring the data. Furthermore, any liability of the Seller for loss of data is subject to the other disclaimers of these GTC.

9.5 The above limitations of liability shall apply accordingly in the event of any claims for damages by the Customer against legal representatives, employees or agents of the Seller.

9.6 Pursuant to Section 629 para. 1 and 2. of the Civil Code the general period of limitation for claims in respect of the Agreement shall be one (1) year.

**10 PROPERTY RIGHTS**

10.1 The Seller reserves all rights (including copy-rights, the right to apply for industrial property rights, patents, utility models, topography protection rights, designs, trademarks, etc.) and ownership of the items contained in the documents provided (in printed form, on CD/DVD/USB drives, etc.) in respect of all documents, such as specifications, blueprints, notes, instructions, technical communications and other technical data, both in paper and electronic form. These must not be made available to third parties without the prior express written consent of the Seller.

10.2 To the extent that the Seller has produced Product in accordance with designs, models, samples, or other specifications provided by the Customer, the Customer shall secure that the industrial property rights of third parties are not infringed by such goods and services and if not secured to indemnify the Seller. The Customer indemnifies the Seller from all claims, costs, and other damages (including attorneys' fees) upon first written request on behalf of the Seller resulting from a violation of the provisions of this provision within the scope of liability of the Customer.

**11 EXPORT CONTROL**

11.1 The Customer acknowledges that any Product may include items that are subject to national and/or international export control, customs, and foreign trade regulations, including but not limited to US export control regulations (hereinafter "Export Control Laws"). If the Customer intends to transfer Products to an end-user not known to the Seller at the time the contract was concluded, the Customer shall comply with any applicable Export Control Laws and shall inform the Seller prior to any intended transfer. In case of official investigations and audits the Customer and the Seller shall support each other and disclose all information available as required by the respective authority.

11.2 The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods (tangible item, software, or technology) supplied under or in connection with the Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014 ("No-Russia-Clause").

11.3 If the Customer fails to comply with applicable Export Control Laws, in particular with the above No-Russia Clause in paragraph 11.2, such failure shall constitute a material breach of this Agreement and Seller shall be entitled to terminate the Agreement for good cause; in addition, Customer shall indemnify and hold harmless the Seller including its legal representatives, workers and employees for any claims, damages, liabilities, and costs (including the costs of litigation) which authorities or third party may assert against the Seller because of such failure.

**12 CONFIDENTIALITY**

12.1 The Parties undertake to treat in a confidential manner any information of any nature whatsoever, in whatever form (including oral, written, magnetic or electronic form) in particular but not limited to any commercial and financial documents, technical details, data, specifications, software, business plans, designs, studies, recommendations, personal data, know-how and other intellectual and/or industrial property rights (the "Confidential Information"), of

which they become aware as a result of the Agreement. Confidential Information shall not encompass information that:

- 12.1.1 was already in the public domain, or
- 12.1.2 had become accessible to the public other than through the Parties having failed in their contractual obligations, or
- 12.1.3 has been legally received from a third party who was completely at liberty to disclose, or
- 12.1.4 has to be disclosed by of a statutory provision, a judgement or any other decision from a regulatory authority.

12.2 Each of the Parties undertake:

- 12.2.1 not to use the Confidential Information for any other purpose than the performance of the Agreement,
- 12.2.2 not to disclose or reveal in whole or in part, directly or indirectly, to any third party the Confidential Information, unless such disclosure is necessary for the performance of the Agreement and has been approved by the other Party. In such a case, the Party which discloses Confidential Information shall ensure that such third party accept to be bound by terms and obligations not less stringent as set forth herein,
- 12.2.3 not to copy or reproduce in whole or in part the Confidential Information except when necessary for the performance of the Agreement.

12.3 Drawings, models, templates, samples, and similar objects may not be provided or made available to unauthorized third parties. The reproduction of such objects shall only be permissible within the framework of operational needs and provisions of copyright law.

12.4 If the Parties have concluded a separate confidentiality agreement, the provisions of the confidentiality agreement shall have priority over this Section 11.

12.5 By conclusion of the Agreement, the Customer acknowledges and agrees that the Seller will provide Confidential Information or any other documents and information described in this Section 11 to any company in its group.

## 13 ASSIGNMENT

The Customer shall not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this Section 13 is null and void. The Seller may assign any right as obligations under the Agreement to any company from its group. The Customer hereby gives irrevocable consent with such an assignment.

## 14 SEVERABILITY

If any provision or part of the provision of the Agreement is or becomes invalid, illegal or unenforceable, the remaining provisions shall continue to be valid and enforceable. The Parties undertake to convene and to enter into an amendment to the Agreement to replace the invalid, illegal or unenforceable provision or part-provision with a valid, legal and enforceable provision that, to the greatest extent possible that would achieve the intended commercial result of the original provision.

## 15 NOTICE

Unless otherwise agreed, all notices under the Agreement shall be delivered (i) by registered or certified mail, (ii) via data box (in Czech: *datová schránka*), (iii) in person, or (iv) to the e-mail address of a Party expressly designated in the Agreement as the official contact e-mail address. Notices containing withdrawal from the Agreement need to be sent using registered letters with receipt requested or registered letters or delivered in person.

## 16 PLACE OF PERFORMANCE, APPLICABLE LAW AND PLACE OF JURISDICTION

- 16.1 Place of performance is Žatec, the Czech Republic.
- 16.2 Czech law shall be exclusively applicable (excluding any references to other legal systems). The UN Convention on the International Sale of Goods (CISG) shall be excluded.
- 16.3 Exclusive place of jurisdiction for all disputes arising from or in connection with the Agreement, its subject matter or these GTC is Prague. Nothing in this Section shall limit the right of the Seller to take

proceedings against the Customer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

## 17 END OF DOCUMENT