

1 Entering into an Agreement

1.1 These general terms and conditions (hereinafter referred to as the "GT&C") of MERO ČR, a.s. (hereinafter referred to as the "Buyer") govern the contractual relationship between the Buyer and the other Contracting Party (hereinafter referred to as the "Seller"). The contractual relationship shall be entered into only on the basis of a submitted written order. Any and all oral arrangements, amendments or changes, require a written form, including written confirmation by the Buyer. The GT&C are an integral part of the order/agreement (hereinafter referred to as the "Agreement") entered into by and between the Buyer and the Seller. Any and all contrary arrangements in the Agreement shall take precedence over the arrangements in the GT&C.

2 Subject of Purchase and Place of Performance

2.1 The Seller shall undertake to supply the Buyer, at its own expense and risk, the subject of purchase specified in the Agreement (hereinafter referred to as the "Subject of Purchase") in accordance with the Agreement and these GT&C together with the documents necessary for the acceptance and use of the purchased goods or are expressly stated in the Agreement (hereinafter referred to as the "Documentation"). Any and all drawings and calculations that are submitted to the Seller or made on the basis of the Buyer's instructions shall be the property of the Buyer and may not be used by the Seller for other purposes, reproduced or made available to a third party.

2.2 The Seller shall undertake to supply the Buyer with the Subject of Purchase at the place specified in the Agreement.

2.3 The Buyer shall be entitled to refuse the Subject of Purchase in the event that it does not correspond to the details, quality, quantity and specifications of the description given in the confirmed Agreement, i.e. the Subject of Purchase is not properly delivered.

2.4 The ownership of the Subject of Purchase and the risk of damage thereto shall pass to the Buyer on the day of handover and acceptance of the Subject of Purchase, i.e. on the day of signing the protocol on acceptance of the Subject of Purchase.

3 Deadline and method of transport

3.1 The Buyer shall undertake to duly and timely accept the Subject of Purchase in business hours within the agreed deadline. The Seller shall undertake to supply and hand over the Subject of Purchase at the place of performance within the agreed deadline. The Seller shall be obliged to comply with the delivery date stated in the Agreement. In the event that the Subject of Purchase is not delivered and handed over by the Seller to the Buyer within the agreed period, the Buyer shall be entitled to additionally prolong the deadline for delivery of the Subject of Purchase, even repeatedly. The provisions of the contractual penalty and damages to the Buyer shall not be affected. Accompanying documents (delivery notes) containing complete information on the delivery of goods must be attached to the Subject of Purchase. Costs resulting from non-compliance shall be borne by the Seller.

4 Price and payment terms

4.1 The price for the subject of the Agreement shall be agreed between the Contracting Parties in the Agreement (hereinafter referred to as the "Purchase Price"). Unless otherwise agreed, the Purchase Price shall be fixed and unchangeable from the signing of the Agreement, throughout the duration of the Agreement, and shall include any and all costs necessary for the due and timely supply of the Subject of Purchase.

4.2 Unless otherwise agreed in the Agreement, the Seller shall be entitled to invoice the Purchase Price upon receipt of the duly supplied Subject of Purchase by the Buyer.

4.3 Invoice maturity - the tax document shall be 30 calendar days from the delivery to the address of the Buyer's registered office.

4.4 The Invoice - tax document must comply with the requirements of generally binding legal regulations, in particular Act No. 235/2004 Coll., on value added tax, as amended, and its annex shall be the handover protocol signed by the authorized representatives of both Contracting Parties. The invoice - tax document must be issued with the number of the relevant order/Agreement.

4.5 The Seller shall be obliged to deliver the invoice - tax document to the Buyer to the address of its registered office, within 15 days from the date of acceptance of the performance by the Buyer.

4.6 The Buyer shall be entitled to return a tax document to the Seller that does not have the requisites according to the GT&C, the Agreement or the particulars stated by the Act on VAT. The new maturity period shall begin upon delivery of a correct or new tax document.

4.7 Payments shall be made in cashless form to the Seller's bank account specified in the Agreement. The Seller's bank account must be a bank account maintained with a domestic payment service provider and published in a manner allowing remote access pursuant to Article 96(2) of Act 235/2004 Coll., on value added tax, as amended.

4.8 In the event that pursuant to Article 109 of Act 235/2004 Coll., on value added tax, as amended, the Buyer as a recipient of the supply shall be liable for the unpaid tax on this supply, the Buyer shall be entitled to pay the value added tax on behalf of the Seller directly to the tax account of the Seller's tax administrator for the purpose of exercising the institute of securing tax pursuant to Article 109a of the Act on VAT. The Buyer shall inform the Seller in writing about the payment. The tax paid in this way shall decrease the Seller's receivables from the Buyer by the relevant amount of tax and the Seller shall not be entitled to require the Buyer to pay this amount.

5 Contractual penalty and interest due to delays

5.1 In the event that the Seller breaches its obligation to properly deliver the Subject of Purchase within the agreed deadline, the Seller shall be obliged to pay the Buyer a contractual penalty of 0.1% of the Purchase Price for each commenced day of delay.

5.2 In the event that the Buyer delays in payment of the financial commitment arising from the Agreement within the agreed maturity period, the Buyer shall pay the Seller interest on late payment in the agreed amount of 0.01% of the outstanding amount for each commenced day of delay.

5.3 The Seller shall be obliged to pay the Buyer a contractual penalty of 1,000 CZK for each commenced day of delay

(i) commencing with the removal of the defect in the Subject of Purchase during the warranty period according to clause 7.2 of the GT&C and/or

(ii) with the removal of the defect in the Subject of Purchase in accordance with the Agreement within the deadline agreed by the Contracting Parties, otherwise corresponding to the shortest possible time based on the nature and extent of the defect in the Subject of Purchase.

5.4 The provisions on contractual penalties shall not affect or restrict the right of the Buyer to demand damages from the Seller, in full, or the right of the Buyer to withdraw from the Agreement.

5.5 The maturity of the contractual penalty and interest due to a delay shall be 15 days from the delivery of the billing.

6 Warranty period

6.1 The Seller shall assume the warranty for the supply of the Subject of Purchase based on statutory regulations, provided that the warranty period is 24 months after delivery of the Subject of Purchase, unless a longer warranty period is agreed in the Agreement. An objection to the timely notification of a defect shall not be admissible, i.e. the application of the provisions of Articles 2103, 2111 and 2112 of the Civil Code shall be excluded.

6.2 In the event that parts of the Subject of Purchase are exchanged for new ones, a new warranty period of 24 months from the date of replacement of the defective parts of the Subject of Purchase shall apply. The warranty period shall not run from the time when the Buyer asserts its quality guarantee rights on the Seller until the time when the claimed defect is duly removed.

7 Claims and removal of defects

7.1 The Buyer shall be obliged to submit a claim about the defects to the Seller in writing. In the written claim, the defects must be described or it must be stated how they manifest themselves. In addition, the Buyer shall state in the claim how it requires the claimed defects to be remedied.

7.2 The Seller shall be obliged to notify the Buyer in writing within 7 days after receiving the complaint whether or not it accepts the claim, whether it will remedy the defect, and when the defect will be removed, i.e. within the period agreed in the Agreement or sooner. Failure to do so shall mean it acknowledges the Buyer's claim.

7.3 The Seller shall be obliged to remove the defect in the Subject of Purchase within the period agreed by the Contracting Parties and, if not agreed otherwise, within the period corresponding to the nature and extent of the defect.

8 Rights and obligations of the Contracting Parties resulting from a force majeure

8.1 The Contracting Parties shall be exempt from liability for partial or total failure to fulfill their contractual obligations for reasons of a force majeure.

9 Withdrawal from the Agreement

9.1 The Contracting Parties shall be entitled to withdraw from the Agreement in accordance with the relevant provisions of the Civil Code.

9.2 The Buyer shall be entitled to withdraw from the Agreement especially in the following cases:

a) delay of the Seller with the delivery of the Subject of Purchase of more than 15 days,

b) delay of the Seller of more than 15 days with the removal of a claimed defect,

c) the repeated occurrence of the same defect in the Subject of Purchase.

10 Other arrangements

10.1 The rights and obligations of both Contracting Parties not explicitly regulated in the Agreement shall be governed by the relevant provisions of the Civil Code and other generally binding legal regulations of the Czech legal order. This provision shall continue even after completion or termination of the Agreement.

10.2 The Seller and the Buyer undertake not to disclose confidential information about each other to a third party without the prior written consent of the other Contracting Party. The Buyer hereby notifies the Seller that within the meaning of Act 340/2015 Coll. on the Register of Contracts (Act on the Register of Contracts), as amended, it is a person obliged to publish agreements in the Register of Contracts and that within the meaning of Act 134/2016 Coll. on Public Procurement, as amended, as the contracting authority, it shall be obliged to publish concluded agreements including their amendments and additions, the amount of the price paid for the performance of the public tender and the list of subcontractors of the Contractor of the public tender

10.3 The Seller shall not be entitled to assign its rights and obligations under the Agreement to third parties without the prior written agreement of the Buyer.

- 10.4 In the event that the Parties to the Agreement cease to exist, all rights and obligations arising from the Agreement shall pass to their legal successors.
- 10.5 The Seller is obliged to ensure the take-back of packaging or waste from these packages for delivered packaged goods pursuant to Article 10 of Act 477/2001 Coll., on packaging.
- 10.6 The Seller shall undertake to comply with the principles for reducing energy intensity within the framework of ISO 50001: 2011.
- 10.7 The Buyer hereby notifies the Seller that it is subject to Act 181/2014 Coll., on cyber security and on amendments to related acts (the Cyber Security Act), as amended, and implementing legislation. In this context, the Seller acknowledges that the Buyer shall be obliged to comply with the obligations arising from the above legal regulations.
- 10.8 The Seller shall be obliged to inform the Buyer of about security incidents or other extraordinary events that have occurred in its information systems and is directly related to the subject of this Agreement and which could result in a breach of the security of information of the Buyer and/or its protection. The Buyer reserves the right to check the information security measures that are implemented by the Seller.
- 10.9 The Agreement may only be amended by written addenda signed by the authorized representatives of both Contracting Parties.