

## 1 Entering into a Contract

1.1 These general terms and conditions (hereinafter referred to as "GTC") of MERO ČR, a.s. (hereinafter referred to as the "Buyer") regulate the contractual relationship between the Buyer and the other contractual party (hereinafter referred to as the "Seller"). The contractual relationship is concluded only on the basis of written order submitted by the Buyer. These GTC are an integral part of the order/contract (hereinafter referred to as the "Contract") entered into by and between the Buyer and the Seller. Deviating provisions in the Contract shall take precedence over the provisions of these GTC.

## 2 Subject of Purchase and Place of Performance

2.1 The Seller shall undertake to provide to the Buyer, at its own expense and risk, the subject of purchase specified in the Contract (hereinafter referred to as the "Purchase Item") in accordance with the Contract, these GTC, and the documents necessary for handing over and using the Purchase Item, or are explicitly stated in the Contract (hereinafter referred to as the "Documentation"). All drawings and calculations that are handed over 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 deliver the Purchase Item to the Buyer at the place specified in the Contract.

2.3 The Buyer shall be entitled to reject the Purchase Item in the event that it does not correspond in detail, quality, quantity, and specifications to the description given in the Contract, i.e., the Purchase Item is not properly delivered.

2.4 The ownership right to the Purchase Item and the risk of damage to the item shall pass to the Buyer on the day of handover and acceptance of the delivered Purchase Item, i.e., on the day of signing the handover and acceptance protocol for the Purchase Item.

## 3 Date and Method of Transport

3.1 The Buyer shall undertake to accept the property and timely delivered Purchase Item during working hours on the agreed date. The Seller shall undertake to deliver and hand over the Purchase Item at the place of fulfillment on the agreed date. The Seller shall be obliged to comply with the delivery date specified in the Contract. In the event that the Purchase Item is not delivered and handed over by the Seller to the Buyer within the agreed period, the Buyer shall be entitled to extend the deadline for the delivery and handing over of the Purchase Item accordingly, and repeatedly if necessary. The provisions on the contractual penalty and compensation for damages to the Buyer shall not be affected by this. Accompanying documents (delivery notes) containing complete information about the delivery of the goods must be attached to the Purchase Item. The Seller shall bear the costs arising from non-fulfilment of transport requirements.

## 4 Price and Payment Conditions

4.1 The price for the subject of the Contract has been agreed upon by the Contracting Parties in the Contract (hereinafter referred to as the "Purchase Price"). Unless agreed upon otherwise, the Purchase Price shall be fixed and unchanging from the signing of the Contract for the entire duration of the Contract, and shall include all costs necessary for the proper and timely delivery of the Purchase Item.

4.2 Unless agreed upon otherwise in the Contract, the Seller shall be entitled to invoice the purchase price after the Buyer has accepted the properly delivered Purchase Item.

4.3 The maturity of the invoice (tax document) shall be 30 calendar days from delivery to the Buyer.

4.4 The invoice (tax document) must meet the requirements of generally binding legal regulations, in particular Act No. 235/2004 Coll., on value added tax, as amended, and its attachment will be the handover and acceptance protocol signed by authorized representatives of both Contracting Parties. The invoice (tax document) must be issued in the version with the number of the relevant order/contract.

4.5 The invoice (tax document) shall be delivered by the Seller electronically to the email address fakturace@mero.cz, no later than the fifth (5<sup>th</sup>) calendar day of the month following the month in which the performance was provided. The Seller shall be entitled to send only one invoice for a given calendar month, regardless of the number of orders in a given month.

4.6 The Buyer shall be entitled to return to the Seller a tax document that does not meet the requirements of the GTC, the Contract, or the requirements of Act. No. 235/2004 Coll., on value added tax, as amended. Upon delivery of a corrected or new tax document to the Buyer, a new maturity shall begin.

4.7 Payments shall be made in cashless form to the Seller's bank account specified in the Contract. This bank account must be a bank account managed by a domestic payment service provider and published in a way that enables remote access pursuant to Article 96(2) of Act No. 235/2004 Coll., on value added tax, as amended.

4.8 In the event that pursuant to Article 109 of Act No. 235/2004 Coll., on value added tax, as amended, the Buyer as the recipient of the performance will be liable for unpaid tax on this performance, the Buyer shall be entitled to pay the value added tax on behalf of the Seller directly to the Seller's tax office for the purpose of a special method of securing tax pursuant to Article 109a of Act No. 235/2004 Coll., on value added tax, as amended. The Buyer shall inform the Seller in writing of the payment. By paying the tax in this way, the Seller's claim against the Buyer shall be reduced by the relevant amount of tax, and the Seller shall not be entitled to request payment of this amount from the Buyer.

## 5 Contractual Penalties and Interest for Delays

5.1 In the event that the Seller violates its obligation to properly deliver the Purchase Item within the agreed deadline, it 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 of a delay by the Buyer in paying the monetary obligation arising from the Contract within the agreed maturity, the Buyer shall pay the Seller interest on the delay in the agreed amount of 0.02% of the amount due 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) with the commencement of the removal of the defect to the Purchase Item during the warranty period according to Article 7.2 of the GTC and/or

(ii) with the removal of the defect to the Purchase Item in accordance with the Contract within the period agreed in writing by the Contracting Parties, otherwise corresponding to the shortest possible time reasonable to the nature and extent of the defect to the Purchase Item.

5.4 The provisions on contractual penalties shall not affect or limit the Buyer's right to demand full compensation from the Seller, nor the Buyer's right to withdraw from the Contract.

5.5 The maturity of the contractual penalty and interest for late payment shall be 15 days from the receipt of the invoice.

## 6 Warranty Period

6.1 The Seller shall take over the warranty for the delivered Purchase Item based on legal regulations, with the warranty period being 24 months after delivery thereof, unless a longer warranty period is agreed upon in the Contract. An objection to the untimely notification of the defect shall not be admissible, i.e. the application of Articles 2103, 2111, and 2112 of the Civil Code is excluded.

6.2 In the event that a part or parts of the Purchase Item shall be exchanged for new ones, they shall be subject to a new warranty period of 24 months from the date of exchange of the defective part or parts of the Purchase Item for a new part or parts. The warranty period shall not run from the time when the Buyer asserts its rights from the quality guarantee against the Seller until the time of proper removal of the claimed defect.

## 7. Complaints and Removal of Defects

7.1 The Buyer shall be obliged to submit a complaint about defects in writing to the Seller. In a written complaint, the defects must be described, or it must be stated how they appear. Furthermore, in the complaint, the Buyer shall state how it requests to remedy the claimed defects.

7.2 The Seller shall be obliged to notify the Buyer in writing no later than 7 days after receiving the complaint, whether it accepts the complaint or not, whether it will remove the defect, and when it will begin to remove it. In the event that it does not do so, it shall be deemed to have acknowledged the Buyer's complaint.

7.3 The Seller shall be obliged to remove the defect to the Purchase Item within a period corresponding to the nature and extent of the defect or within a period agreed upon by the Contracting Parties.

## 8 Rights and Obligations of the Contracting Parties Resulting from a Force Majeure

8.1 The Contracting Parties shall be relieved of the liability for partial or complete non-fulfilment of contractual obligations due to circumstances/events of a force majeure

## 9 Withdrawal from the Contract

9.1 The Contracting Parties are entitled to withdraw from the Contract in accordance with the relevant provisions of the Civil Code.

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

a) Delay of the Seller in the delivery of the purchase item by more than 15 days

b) Delay by the Seller in removing claimed defects by more than 15 days

c) Repeated occurrence of the same defect in the Purchase Item

The Buyer shall also be entitled to withdraw from the Contract in the event that the Seller is subject to international sanctions according to the legal regulation effective after entering into the Contract.

## 10 Other Provisions

10.1 The rights and obligations of both Contracting Parties not expressly regulated in the Contract shall be governed by the relevant provisions of the Civil Code and other generally binding legal regulations of the Czech legal system. This provision shall remain in effect even after the termination or expiration of the Contract.

10.2 The Seller and the Buyer undertake not to disclose mutually entrusted confidential information to a third party without the prior written consent of the other Contracting Party. The Buyer hereby notifies the Seller that, pursuant to Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, the publication of these contracts and on the Register of Contracts (Act on the Register of Contracts), as amended, by the person obliged to publish the contract in the Register of Contracts, or that in the sense of Act No. 134/2016 Coll., on public procurement, as amended, it is the public contracting authority obliged to publish the Contract, including its amendments and addenda, the price actually paid for the performance of the public contract, and the list of subcontractors of the supplier of the public contract.

10.3 The Seller shall not be entitled to transfer its rights and obligations arising from the Contract to third parties without the prior written consent of the Buyer.

10.4 In the event that the Contracting Parties cease to exist, all rights and obligations arising from the Contract shall pass to their legal successors.

10.5 The Seller shall be obliged to ensure the return of packaging or waste from such packaging for delivered packaged goods pursuant to Article 10 of Act No. 477/2001 Coll., on packaging.

- 10.6 The Buyer hereby notifies the Seller that it is subject to Act No. 181/2014 Coll., on cyber security and on the amendment of related laws (the Cyber Security Act), as amended, and implementing legislation. In this context, the Seller acknowledges that the Buyer is obliged to comply with the obligations arising from the aforementioned legal regulations.
- 10.7 The Seller shall be obliged to inform the Buyer about security incidents or other extraordinary events that occur in its information systems and are directly related to the subject of the Contract, and which could, as a result, lead to a breach of the security of the Buyer's information and/or to a threat to its protection. The Buyer shall be authorized to check the information security measures implemented by the Seller.
- 10.8 The Contract may only be changed by written addenda signed by authorized representatives of both Contracting Parties.
- 10.9 The Contracting Parties, as the controllers of personal data in the sense of the General Regulation on the Processing of Personal Data (EU) 2016/679 ("GDPR"), shall process personal data obtained from the other Contracting Party and their representatives in the context of negotiations for the conclusion and performance of this Contract in accordance with the rules set out in the GDPR. The subject of personal data processing shall be the personal data of the other Contractual Party, its representatives, employees, collaborators, or members of statutory bodies ("Data Subjects"), i.e., (i) identification data (in particular first name and surname, position) and (ii) contact data (in particular email address and phone number). The personal data of the Data Subjects shall be processed by the Contracting Parties to the extent necessary for the fulfillment of their obligations under the Contract, the exercising of their rights, the fulfillment of legal obligations, and related commercial communications. In connection with the processing of personal data of the Data Subjects, the Contracting Parties declare that they will (i) process personal data in accordance with the requirements of the GDPR; (ii) enable the Data Subjects to exercise their rights under the GDPR; and (iii) ensure the confidentiality of persons processing personal data. More detailed information on the processing of personal data by the Buyer may be found at <https://mero.cz/o-spolecnosti/ochrana-osobnich-udaju/>.
- 10.10 These GTC shall become effective as of 17 May 2022.