General Terms and Conditions for the Supply of Goods to MERO ČR, a.s.

1 Conclusion of a Contract

1.1 These General Terms and Conditions (hereinafter referred to as the "***GTC***") of MERO ČR, a.s., (hereinafter referred to as the "**Buyer**") govern the contractual relationship between the Buyer and other contracting parties (hereinafter referred to as the "**Seller**"). The contractual relationship is concluded only on the basis of a written order submitted by the Buyer. These GTC are an integral part of the order/contract (hereinafter referred to as the "**Contract**") concluded by and between the Seller and the Buyer. Any 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 supply the Buyer at its own expense and risk the subject of purchase specified in the Contract (hereinafter referred to as the "***Subject of Purchase***") pursuant to the Contract, these GTC, together with the documents that are necessary for the acceptance and use of the Subject of Purchase, 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 elaborated based on the instructions of the Buyer 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 Subject of Purchase to the Buyer at the location specified in the Contract.

2.3 The Buyer shall be entitled to reject the Subject of Purchase in the event that it does not correspond in terms of details, quality, quantity, or specification to the description stated in the confirmed Contract, i.e., the Subject of Purchase is not duly supplied.

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

3 Date and Method of Transport

3.1 The Buyer shall undertake to accept the supplied Subject of Purchase duly and on time during working hours on the agreed date. The Seller shall undertake to supply and hand over the Subject of Purchase at the place of performance on the agreed date, and the Seller shall be obliged to comply with the delivery date specified in the Contract. In the event that the Subject of Purchase is not supplied and handed over by the Seller to the Buyer within the agreed date, the Buyer shall be entitled to reasonably extend the deadline for supply and handover of the Subject of Purchase additionally and repeatedly. The provisions on contractual penalties and compensation for damages to the Buyer shall not be affected by this provision. Accompanying documents (delivery notes) containing complete information on the delivery of goods must be attached to the Subject of Purchase. The costs of transporting the Subject of Purchase to the agreed place of delivery shall be borne by the Seller.

4 Price and Payment Terms

4.1 The price for the subject of the Contract is 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 unchangeable from the signing of the Contract throughout the entire period of validity of the Contract, and shall include all costs necessary for the due and timely delivery of the Subject of Purchase.

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 duly supplied Subject of Purchase.

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

4.4 The invoice (tax document) must meet the requirements arising from generally binding legal regulations, in particular from Act No. 235/2004 Coll., on Value Added Tax, as amended, and its annex shall be a copy of the handover protocol signed by authorized representatives of both Contracting Parties. The invoice (tax document) must be issued 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^{th}) 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 the given month.

4.6 The Buyer shall entitled to return to the Seller a tax document that does not meet the requirements of the GTC, the Contract, or the requirements set out in Act No. 235/2004 Coll., on Value Added Tax. A new due date shall begin upon delivery of the corrected or new tax document to the Buyer.

4.7 Payments shall be made in a cashless form to the bank account of the Seller specified in the Contract. This bank account of the Seller must be a bank account maintained with a domestic payment service provider and published in a manner enabling 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, shall 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 tax administrator of the Seller for the purpose of a special method of securing tax pursuant to Article 109a of Act No. 235/2004 Coll., on Value Added Tax. The Buyer shall inform the Seller in writing of the payment. The tax paid in this way shall reduce the receivable of the Seller from the Buyer by the relevant amount of tax, and the Seller shall not be entitled to request payment of this amount from the Buyer.

5 Contractual Penalty and Interest on Late Payment

5.1 In the event that the Seller breaches its obligation to duly supply the Subject of Purchase within the agreed deadline, it shall be obliged to pay the Buyer a contractual penalty of 0.3% 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 date, the Buyer shall pay the Seller interest on the delay in the amount of 0.03% 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 1000 CZK for each commenced day of delay in eliminating any defects in the Subject of Purchase pursuant to the Contract within the period agreed upon in writing by the Contracting Parties, otherwise within a period corresponding to the scope and nature of the defect in the Subject of Purchase.

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

5.5 The contractual penalty and interest on late payment shall be due 15 days from the date of delivery of the invoice.

6 Warranty Period

6.1 The Seller shall provide a warranty for the quality of the Subject of Purchase. The warrantee period shall be 24 months from the supply of the Subject of Purchase, unless a longer warrantee period is agreed upon in the Contract. Any objection regarding untimely notification of a defect shall not be admissible, i.e., application of the provisions of Articles 2103, 2111, and 2112 of the Civil Code shall be excluded.

6.2 In the event that parts or components of the Subject of Purchase shall be replaced with new ones, a new warranty period of 24 months shall apply from the date of replacement of the defective parts or components of the Subject of Purchase with new parts or components. The warranty period shall not run from the time the Buyer exercises its rights under the quality warrantee against the Seller until the time the claimed defect is duly eliminated.

7 Complaints and Elimination of Defects

7.1 The Buyer shall be obliged to submit a complaint about defects to the Seller in writing. The written complaint (an email is sufficient) must describe the defects or must state how they manifest themselves. Furthermore, the Buyer shall state in the complaint how it requires claimed defects to be eliminated.

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

7.3 The Seller shall be obliged to eliminate the defect in the Subject of Purchase within the period agreed upon by the Contracting Parties, and in the event that that this period is not agreed upon, within a period corresponding to the nature and extent of the claimed defect.

8 Withdrawal from the Contract

8.1 The Contracting Parties shall be entitled to withdraw from the Contract pursuant to the relevant provisions of the Civil Code.

8.2 The Buyer shall be entitled to withdraw from the Contract in particular in the following cases:
a) A delay of the Seller in supplying the Subject of Purchase by more than 15 days,
b) A delay of the Seller in eliminating the claimed defect by more than 15 days,
c) A repeated occurrence of the same defect in the Subject of Purchase.
The Buyer shall also be entitled to withdraw from the Contract in the event that the Seller is subject to international sanctions under the law effective after the conclusion of the Contract.

9 Further Provisions

9.1 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 continue to apply even after the termination or expiry of the Contract.

9.2 The Seller and the Buyer shall undertake not to disclose confidential information entrusted to each other to a third party without the prior written consent of the other Contracting Party. The Buyer hereby informs the Seller that, pursuant to Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, Publication of Such Contracts and the Register of Contracts (the Act on the Register of Contracts), as amended, it is a person obliged to publish the Contract in the register of contracts, or that, pursuant to Act No. 134/2016 Coll., on the Award of Public Contracts, as amended, as a public contracting authority, it is obliged to publish the concluded Contract, including its amendments and supplements, the price actually paid for the performance of the public contract and a list of subcontractors of the contractor of the public contract.

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

9.4 In the event that the entities of the Contracting Parties in the Contract cease to exist, all rights and obligations arising from the Contract shall be transferred to their legal successors.

9.5 The Buyer hereby informs the Seller that it is an entity subject to the regime of Act No. 264/2025 Coll., on Cybersecurity and implementing regulations. In this context, the Seller acknowledges that the Buyer is obliged to comply with the obligations arising from the aforementioned legal regulations.

9.6 The Seller shall be obliged to inform the Buyer of cyber incidents or other extraordinary events that have occurred in its information systems and are directly related to the subject matter of the Contract, and which may result in a breach of the security of the information of the Buyer and/or a threat to its protection. The Buyer shall be authorized to perform an inspection of the information security measures implemented by the Seller.

9.7 The Contract may only be amended by written addenda signed by authorized representatives of both Contracting Parties.

9.8 The Seller shall undertake to comply with the binding rules for suppliers contained in the Code of Ethics of the Buyer. By signing the Contract, the Seller confirms that it has duly familiarized itself with the Code of Ethics of the Buyer, in particular with the provisions relating to supplier and the options for suppliers to report any unethical or illegal conduct by the representatives of the Buyer. The Code of Ethics is available on the website http://www.mero.cz/o-spolecnosti/eticky-kodex/.

9.9 The Seller shall undertake to comply with the Rules of Conduct of MERO ČR for Suppliers (hereinafter referred to as the "**Rules**"). By signing the Contract, the Seller confirms that it has duly familiarized itself with the Rules. The Rules are available on the website https://mero.cz/wp-content/uploads/2025/09/pravidla-chovani-spolecnosti-mero-cr-pro-dodavatele-web.pdf.

9.10 These GTC shall become effective on 1 November 2026.