

Preamble

ALTRON, a.s., a company registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 3609, IN: 649 48 251, TIN: CZ64948251, registered office Prague 4, Novodvorská 994/138, Post Code 142 21 (hereinafter referred to as “**ALTRON**” or the “**Company**”), hereby issues these Terms and Conditions for Purchase of Goods and Services which stipulate general rules applicable to the relationship between ALTRON, as the Buyer, and Sellers under respective Contracts on purchase and sale of goods or provision of services.

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I. Definition of Terms

- I.1 **ALTRON.** ALTRON, a.s., a company registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 3609, IN: 649 48 251, TIN: CZ64948251, which is specified in the Preamble of the Terms and Conditions; the Buyer under the Contractual Relationship.
- I.2 **Functionality.** Eligibility of goods for an agreed or common purpose.
- I.3 **Place of handover.** Place of delivery of goods in accordance with the Contract.
- I.4 **Civil Code.** The Act No. 89/2012 Coll., the Civil Code, as amended.
- I.5 **Terms and Conditions.** ALTRON’s Terms and Conditions for Purchase of Goods and Services (hereinafter the “**Terms and Conditions**”) in the version effective at the time of Contractual Relationship, which shall be applicable to all Contractual Relationships involving delivery of goods between ALTRON and the Seller from the moment of signing the first legal instrument confirming the execution of a Contract until complete settlement of all claims and liabilities between ALTRON and the Seller. Any special provisions included in the Contract shall take precedence over general

provisions of the Terms and Conditions. If any special provision is not contrary to the Terms and Conditions or does not expressly exclude their application, it shall be applied together with, and complement the Terms and Conditions. The Terms and Conditions form an integral part of the Contract. The Parties have agreed that it is not allowed for the Seller to refer to its own terms and conditions or any other terms and conditions, e.g. prepared by professional or interest organizations.

- I.6 **Buyer's Authorized Person.** A person authorized to act on behalf of ALTRON who is designated to act on behalf of ALTRON under the Contract.
- I.7 **Seller's Authorized Person.** A person authorized to act on behalf of the Seller who proves their authorization by sufficient personal identification and by a written instrument designating it as the person authorized to act on behalf of the Seller (by a statutory body) or represent the Seller or who is designated to act on behalf of the Seller under the Contract; ALTRON shall be entitled to require official or other verification of the Seller's signature on such authorization or power of attorney, accepted in the particular case by ALTRON.
- I.8 **Written Form of Negotiations.** Form of negotiations determined under Art. XII. para. 1 of the Terms and Conditions.
- I.9 **Seller.** A legal or natural person entering a Contractual Relationship with ALTRON in accordance with the Contract.
- I.10 **Applicable Law, Legal Regime.** Legal relations between ALTRON and the Seller, unless expressly governed by the Terms and Conditions, by the Contract or by other contractual arrangements, shall be governed by the Civil Code and other relevant legislation, as amended. The Parties hereby exclude the application of Section 588 para. 2 (i.e. commercial usage shall be disregarded in legal relations between the Parties), Section 1799 and Section 1800 of the Civil Code to this Contract.
- I.11 **Dispute Resolution, Place of Jurisdiction.** Any disputes arising from the Contractual Relationship shall be preferably solved by agreement of the Parties. In the absence of amicable agreement, all disputes shall be resolved in accordance with Czech substantive and procedural law by a competent court. A locally competent court within the meaning of the previous sentence shall mean ALTRON's general court.
- I.12 **Severability Clause.** The following was stipulated in order to protect the Contractual Relationship in the economic and commercial sense. Should any provision of the Terms and Conditions, the Contract or other relevant contractual arrangements be or become, under the relevant legislation, void, invalid, ineffective or unenforceable, it shall not affect or limit the validity, effectiveness, enforceability or legal soundness of any other provision. Such void, invalid, ineffective or unenforceable provision shall be immediately replaced, supplemented or otherwise altered by interpretation or written amendment of the Parties on the new content of such provision, taking into account its nature and respecting its original commercial intention. The same shall apply to any contractual gaps requiring alteration.
- I.13 **Contract.** A Contract between ALTRON and the Seller stipulates some specific conditions for delivery of the subject of performance and, together with the Terms and Conditions, other relevant contractual arrangements and relevant legislation, forms a complete agreement of the Parties on terms for the delivery of goods.
- I.14 **Party/Parties.** Either ALTRON or the Seller, or both of them in accordance with the context.

- I.15 **Contractual Relationship.** A Contractual Relationship is the legal relationship between ALTRON and the Seller arising upon conclusion of a Contract; rights and obligations arising from such Contractual Relationship shall be governed by the Contract, the Terms and Conditions, other relevant contractual arrangements and relevant legislation.
- I.16 **Effectiveness of the Terms and Conditions.** These Terms and Conditions become valid and effective on 1 November 2018 and shall be binding for all new relevant relationships from that date, unless their application to a Contractual Relationship is expressly excluded.
- I.17 **Definition of Terms.** Any capitalized terms or terms written in capital letters in the Terms and Conditions and in the Contract, as well as other defined terms and phrases, both in singular and plural, shall have the meaning assigned to them in these Terms and Conditions, or in the Contract.
- I.18 **Seller's Customer.** A natural person over the age of 18 or a legal person who is the final recipient of goods delivered or services provided by the Seller.
- I.19 **Functionality Tests.** Functionality Tests of the subject of performance within the meaning of Art. VI of the Terms and Conditions.
- I.20 **Special Terms and Conditions.** ALTRON may issue special terms and conditions governing relations for specific deliveries of goods and services or other performance of a certain kind.

II. Contractual Relationship Formation and Alteration

- II.1 The Contractual Relationship between ALTRON and the Seller shall be established upon the conclusion of a Contract, in the manner and under the conditions of this Art. II of the Terms and Conditions.
- II.2 ALTRON shall have the right to determine obligatory written form for the conclusion, alteration and termination of the Contract even if not required by relevant legislation.
- II.3 A Contract shall usually be concluded based on a draft contract prepared by ALTRON. Such document shall be deemed a draft contract or draft alteration of a Contract by ALTRON if such draft is expressly identified as a draft contract or draft alteration of a Contract. A Contract shall be concluded and become effective as of the date of its signature by both Parties upon complete agreement on the full content of such Contract; it shall also become effective on that date unless agreed otherwise.
- II.4 Concerning the formation of a Contractual Relationship, ALTRON shall be entitled to choose or enable a simplified form of concluding Contracts by confirmation (acceptance) of the order. Orders shall usually be preceded by negotiations on the requirements and needs of ALTRON and preparation of a Seller's offer. Orders and their acceptance or refusal may only be executed in writing, within the meaning of Art. XIV para. 1 of the Terms and Conditions. A Contract based on an offer shall be concluded in the form and with the content arising from an offer accepted by the Seller without any reservations, i.e. once ALTRON receives express and full, unreserved consent of the Seller to the content of an order made by ALTRON.

III. Purchase Contract

- III.1 A Contract, draft contract and an order shall include, at least

III. 1.1 specification of the goods, i.e. their detailed description, including functionality requirements;

III. 1.2 place of handover of the goods;

III. 1.3 purchase price, or the manner of its determination, and its maturity;

III. 1.4 date of handover of the goods;

III. 1.6 an express statement of the Seller that the Terms and Conditions are available to them, that they are fully familiar with them, understood them, have no objections towards them and agree that their provisions are binding for the Contractual Relationship;

III. 1.7 other essential information based on the nature of delivered goods and services and the agreement of the Parties.

III.2 Conditions of the Contractual Relationship may be altered only by an amendment to the Contract concluded in the same manner and form as the Contract. A written form of concluding amendments shall always be allowed. Changes in specification of the goods required for usual or agreed functionality of the goods which were unknown to the Parties upon conclusion of the Contract may be executed even without the Seller's consent.

IV. Payment Terms

IV.1 ALTRON undertakes to pay to the Seller the Purchase Price listed in the Contract. The Purchase Price and all prices per unit shall be listed in Czech crowns, unless stipulated otherwise in the Contract. The payment shall be executed in the currency of the Purchase Price under the Contract.

IV.2 A detailed breakdown of the Purchase Price is listed in the budget prepared by the Seller, including item valuation.

IV.3 By concluding the Contract, the Seller confirms that:

- the Purchase Price is correct, full and sufficient to cover all costs of the Seller associated with the delivery of goods and services; and

- they agreed the Purchase Price after having duly familiarized themselves with all documents, input information and all other facts while exercising all professional care which can be reasonably expected from a most knowledgeable and experienced seller.

IV.4 ALTRON shall not pay for any goods delivered by the Seller outside the provisions of the Contract due to arbitrary diversion from its conditions. Upon ALTRON's request, the Seller shall remove and compensate for any damages caused to ALTRON in connection with any goods delivered in accordance with the previous sentence within a requested period.

IV.5 The Seller may not charge any goods or services which were not delivered to ALTRON and the price of such goods or services shall be deducted from total Purchase Price.

IV.6 Maturity of the Purchase Price shall be governed by the Contract and these Terms and Conditions. Unless stipulated otherwise, the price shall be due in a single payment after the goods are delivered to and the delivery note is signed by ALTRON, within 60 days from the date of delivery of the invoice to the Client's address: elektronicka.podatelna@altron.net.

IV.7 The Parties have agreed that no advance payments shall be made by ALTRON to the Seller.

- IV.8 The Seller's entitlement to receive the Purchase Price shall be subject to delivery of goods and services under the conditions hereof, incl. its documentation and provision of training to ALTRON's staff, Seller's assistance during the assembly, trial operation and operation tests (hereinafter also the 'Functionality Tests'), and incl. transportation and invoicing of goods delivered in accordance with the Contract and these Terms and Conditions. All of the above conditions shall be met.
- IV.9 ALTRON shall pay the price to which the Seller is entitled under the Contract or the Terms and Conditions based on the respective invoice issued by the Seller. ALTRON's payment obligation shall be deemed fulfilled on the day when the respective amount is debited from ALTRON's bank account.
- IV.10 Payment of the price to which the Seller is entitled under the Contract or the Terms and Conditions shall be made by a wireless transfer to Seller's bank account in accordance with the Contract or to any other bank account notified to ALTRON by the Seller in writing, or in other manner agreed between the Parties.
- IV.11 The following shall be attached to the invoice, or partial invoices:
- IV.11.a. delivery note signed by both Parties.
- IV.12 The invoice shall comply with the requirements for a tax document in accordance with the applicable legal regulations and contain factually correct data in relation to the invoiced performance.
- IV.13 ALTRON's liability as a recipient of the taxable transaction for unpaid VAT by the Seller from this performance shall be governed by Section 109 of the VAT Act.
- IV.14 The Seller declares that they are not an "unreliable payer" within the meaning of Section 106a of the VAT Act at the time of the conclusion of this Contract and that if they become an unreliable payer during their performance of the Contract, they shall immediately notify ALTRON of this fact in writing.
- IV.15 The Seller declares that their account specified in the Contract is an account that is published by the VAT Administrator in a manner allowing remote access and will remain as such throughout the effectiveness of this Contract.
- IV.16 Should the Seller's declaration according to paragraph IV. 14 and/or IV. 15 of this Article show to be untrue, or cease to be valid during the effectiveness of the Contract, or if another foreseeable fact according to the provisions of Section 109 of the VAT Act occurs, creating a guarantor's liability of ALTRON for the unpaid value added tax of the Seller, ALTRON shall be entitled to
- IV. 16.1 pay the creditor (tax administrator) even without the Seller's knowledge and unilaterally set off the claim against the Seller's outstanding, immature or future claims towards ALTRON, or
- IV. 16.2 withhold the amount of VAT until its demonstrable payment by the Seller, or
- IV. 16.3 take other appropriate measures to secure its future claim towards the Seller in order to meet its guarantor's liability for unpaid tax by the Seller
- IV. 16. 4 or/and also withdraw from this Contract.

V. Delivery of Goods

- V.1 Characteristics and quality of goods shall be in accordance with the applicable standards, legislation valid at the place of delivery/construction and requirements for delivered goods stipulated in the project documentation under the Contract.
- V.2 Delivery of goods shall include the following documentation:

- V.2.1 Documents proving the conformity of built-in products according to Act No. 22/1997 Coll., on the Technical Requirements for Products, as amended, and according to relevant standards and regulations laying down technical requirements for selected products, namely:
- Declaration of performance according to the harmonized standards of selected products according to Regulation (EU) No 305/2011 of the European Parliament and of the Council laying down harmonized conditions for the marketing of construction products
 - Declaration of Conformity pursuant to Government Decree No.163/2002 Coll., laying down technical requirements for selected construction products, as amended,
 - EC Declaration of Conformity according to Government Decree No. 176/2008 Coll., on technical requirements for machinery,
 - ES Declaration of Conformity pursuant to Government Decree No. 27/2003 Coll., laying down technical requirements for elevators, as amended,
- V. 2.2 instructions for use, in Czech
V. 2.3 catalogue of spare parts
V. 2.4 list of warranty and post-warranty repair locations
V. 2.5 basic hygiene parameters of the machine: noise, dust, vibration
V. 2.6 initial electrical revision
V. 2.7 etc. – according to the kind of goods delivered
- V.3 Delivery of goods and services also includes the provision of training to ALTRON's staff by a Seller's representative and Seller's assistance during the installation, trial operation and operation tests of the equipment.
- V.4 Goods shall be deemed delivered upon the signature of the delivery note by ALTRON's representative designated under the Contract, after the goods incl. documentation are handed over and ALTRON's staff receive training. The delivery note shall be drafted in two counterparts; each Party shall receive one.
- V.5 The Seller shall only be entitled to perform before the agreed date subject to ALTRON's written consent.
- V.6 If more goods than agreed in this Contract are delivered, ALTRON may accept the delivery or refuse to accept the excess quantity. If it accepts the excess quantity, it shall pay a price corresponding to the Purchase Price agreed in the Contract.
- V.7 The Seller shall deliver the goods or services on the date or at the time stipulated in the Contract, during working hours of the respective ALTRON site stipulated in the Contract, otherwise from 9:00 a.m. to 4:30 p.m. CET.
- V.8 ALTRON shall be entitled to accept goods and services or their parts before the performance period stipulated in the Contract at its discretion if asked to do so by the Seller. If it does so, it shall be indicated in the delivery note. In case of partial performance, the Seller shall provide the remaining part of performance within the time stipulated in the Contract. For the avoidance of doubt, in case of Seller's partial performance, the Parties expressly exclude the application of provisions of Section 1930 para. 2 sentence one of the Civil Code.
- V.9 The Seller shall immediately inform ALTRON of any circumstance which may delay the delivery of goods or services or their parts. Fulfilment of this obligation shall not limit Seller's liability for any delays with their performance.

- V.10 The Seller may delegate the fulfilment of obligations arising from the Contract to a third person only after a previous written consent of ALTRON. Should the Seller delegate, with the consent of ALTRON, the fulfilment of obligations arising from the Contract to a third person, the Seller shall guarantee that such third person completely fulfils Seller's obligations under the Contract and under generally binding legislation.
- V.11 Such performance shall be provided without any factual or legal defects and in accordance with all legislation, technical requirements and both mandatory and recommended technical and safety standards which apply to such performance. All material parts of performance shall be new, unused, undamaged and made of high-quality material. Material components of performance shall be capable of consistently delivering standard performance in accordance with characteristics and quality stipulated in the Contract and be fully fit for the purpose for which they are delivered as a part of performance. Tangible and intangible items which are part of performance shall not bear any legal burdens or be secured by lien.

VI. Functionality Tests

- VI.1 Unless the Contract stipulates otherwise, successful functionality tests are a necessary prerequisite to the handover of the subject of performance and to Seller's entitlement to receive the Purchase Price. The purpose of Functionality Tests is to verify the agreed functionality of the material performance delivered. The form, extent or other requirements for Functionality Tests according to the subject of performance shall be governed by the Contract.
- VI.2 Functionality Tests are usually carried out after assembly in the place of delivery of goods and services. ALTRON shall inform the Seller about the date of Functionality Tests at least 3 (three) working days in advance; Functionality Tests shall be preferably scheduled to start during regular working hours.
- VI.3 Functionality Tests shall be deemed successfully executed and completed upon the Seller executing and handing over respective protocols on successful completion of the tests.
- VI.4 If performance is delivered gradually and if the Parties agree in the Contract that individual deliveries of goods and services shall be preceded by Functionality Tests, the above provisions of this Article shall also apply to Functionality Tests of individual parts of performance.
- VI.5 The extent of Functionality Tests may be determined in the Contract. Standard extent of Functionality Tests shall include:
- VII. 5.1 Equipment Functionality Tests in the extent defined for such Equipment;
 - VII. 5.2 Functionality Test of the coordination of individual technological units of the system (if the delivery consists of more technological units).
- VI.6 Agreed performance tests – a written protocol signed by ALTRON and the Seller shall be drafted on the successful execution of each individual test. Should the test fail, the Seller shall be entitled to repeat it within a reasonable time after the previous unsuccessful test. Should the Seller fail to repeat the test within a reasonable time or if such test is unsuccessful more than twice, ALTRON shall be entitled to withdraw from the Contract in accordance with relevant provisions.
- VI.7 Unless the Contract stipulates otherwise, the Seller shall perform the following performance tests:

VII. 7.1 Individual tests - before mechanical completion, the Seller shall, in the presence of ALTRON, test every single equipment which is part of performance and prove the functionality of the respective part of the equipment. The Seller shall make a record of the progress and results of all individual tests. Based on previous written request, ALTRON shall provide all necessary assistance required to perform such individual tests in the form of operational staff. After the completion of individual tests for all performance, the Seller shall prepare a protocol on their completion in which they evaluate such tests and eligibility of the equipment for commissioning.

VII. 7.2 Comprehensive tests - prove the correctness of project solution, individual and mutual functionality of the equipment, capability of permanent safe operation of the equipment and its readiness for operational tests subject to conditions listed in the comprehensive test manual drafted by the Seller and approved by ALTRON. Comprehensive tests may be launched only after the comprehensive test manual is approved by ALTRON. Comprehensive tests are completed by a protocol on the completion of comprehensive tests. Operational tests may be launched after successful completion of comprehensive tests.

VII. 7.3 Trial operation and guarantee tests – ALTRON and/or the Seller's Customer shall launch trial operation after successful completion of individual and comprehensive tests and handover and takeover of the whole project by the Seller's Customer from ALTRON for trial operation. Trial operation shall last for six (6) months unless stipulated otherwise in the Contract, and the new equipment shall subsequently be handed over to the Seller's Customer for regular operation. Guarantee tests shall be executed after mutual agreement of the Parties, however no later than within two (2) months from the launch of trial operation. The Seller shall use the guarantee tests to prove the fulfilment of parameters guaranteed under the Contract. Seller's costs of trial operation and guarantee tests shall be included in the Purchase Price in accordance with the Contract. Conditions, extent and content of guarantee tests shall be stipulated in the Contract and its Annexes. Should the guarantee tests fail, the Seller shall be provided a period of thirty (30) calendar days to remove possible causes. Guarantee tests and their evaluation shall be performed by mutually agreed independent organization selected by ALTRON, in the presence of the Seller. Any repeated guarantee tests, incl. necessary measurement, shall be performed by the same selected organization at the Seller's cost. The date of such repeated tests shall be approved by ALTRON.

VII. Transfer of Ownership

VII.1 ALTRON shall acquire ownership of the goods upon their delivery.

VIII. Software as Part of the Subject of Performance

VIII.1 If the subject of performance delivered by the Seller includes any equipment software (hereinafter "**Software**"), the Seller shall grant ALTRON a licence to use such Software in the extent stipulated in these Terms and Conditions; this provision may be further specified in the Contract.

VIII.2 The Seller grants ALTRON a licence to use Software in its current version valid as of the delivery date of goods and services.

VIII.3 The Seller shall perform a professional installation of Software as a part of the subject of performance, as well as provide any training to persons designated by ALTRON, in the extent and at the time stipulated in the Contract.

VIII.4 ALTRON shall receive one hardware key for Software use with identification floppy disk for each workstation from the Seller, if such hardware key is required for the operation of such Software.

IX. Intellectual Property Rights and Licences

- IX.1 All information in any material form, in particular tasks, descriptions, drawings, plans, samples and preparations handed over or made available by ALTRON to the Seller in accordance with the Contract shall remain exclusive property of ALTRON and the Seller undertakes to: (i) safeguard and protect them from damage and destruction, (ii) use them solely for the performance of their obligations under the Contract, (iii) prevent third persons' access to them, and (iv) protect them as Confidential Information. If the protected items under the previous sentence were handed over to the Seller by ALTRON in connection with the Contract, such protected items shall remain exclusive property of ALTRON and the Seller shall not be entitled to register such protected items in their name e.g. as a patent, industrial design or utility model.
- IX.2 If the performance or any it's part is a copyright work or is otherwise subject to protection under the Copyright Act (hereinafter the "Protected Item"), the Seller shall, upon ALTRON's request, grant ALTRON the right to use the Protected Item (hereinafter the "Licence"); such Licence shall apply to all manners of using the Protected Item, be granted for unlimited time, not be limited territorially and shall grant ALTRON the right to grant rights under the Licence to any third person (sublicence) who provides any performance to ALTRON based on a contractual relationship with ALTRON.
- IX.3 If the performance or any it's part is protected as know-how (hereinafter "Know-How"), irrespective of its perceived expression and irrespective of whether it's subject to business secret or Confidential Information, the Seller hereby undertakes to provide for the protection of such Know-How under respective legal regulations upon ALTRON's request and grant ALTRON the right to use such Know-How (hereinafter the "Licence to Know-How") for an unlimited period, in any manner of use and without any territorial or quantitative restriction. The Licence to Know-How shall entitle ALTRON to grant the right from the Licence to Know-How to any third person who provides any performance to ALTRON based on a contractual relationship with ALTRON. The Seller shall be fully liable towards ALTRON for any damage resulting from a breach of third party rights related to Know-How. If a third party exercises its right to compensation, the Seller undertakes to take all necessary measures to protect the exercise of ALTRON's rights without undue delay and at its own expense.
- IX.4 For the avoidance of doubt, it is expressly stipulated that the remuneration and reimbursement of costs for the Seller's activities and provision of Licences under this Article of the Terms and Conditions is included in the Purchase Price.
- IX.5 The Seller hereby grants the Company their irrevocable consent to the use of all intellectual property rights which are part or accessories to the goods.
- IX.6 For the purposes of the Contract, intellectual property rights shall mean any rights to dispose of works, inventions and other intangible results of the human creativity, exploration and thought process, in particular any rights protected under the Act No. 121/2000 Coll., the Copyright Act, as amended, any industrial property rights, under the Act No. 14/1993 Coll, on Measures Concerning the Industrial Property, as amended, the Act No. 527/1990 Coll., on Inventions and Rationalisation Proposals, as amended, the Act No. 207/2000 Coll., on the Protection of Industrial Designs, as amended, the Act No. 478/1992 Coll., on Utility Models, as amended, the Act No. 529/1991 Coll., on the Protection of Topographies of Semiconductor Products, as amended, the Act No. 206/2000 Coll., on the Protection of Biotechnological Inventions, as amended, the Act No. 408/2000 Coll., on Plant Variety Rights Protection, as amended, the Act No. 441/2003 Coll., on Trademarks, as amended, the Act Np.

452/2001 Coll., on the Protection of Designations of Origin, and other similar legislation of the Czech Republic, as well as other legal orders.

- IX.7 The Seller agrees that they are not entitled to terminate or withdraw from the licence and that the license provision was agreed as a separate provision which shall remain in force even after other obligations arising from the Contract cease to exist.

X. Liability

- X.1 Warranty period of the goods shall be determined in accordance with warranty certificates handed over, however, it shall not be shorter than 60 months from delivery of goods and services to ALTRON.
- X.2 The Seller shall guarantee that the design, quality and characteristics of the goods are in compliance with the Contract and these Terms and Conditions, the goods are delivered in the agreed quantity, properly packed and not damaged during transportation.
- X.3 The Seller shall guarantee that the goods delivered are free of any third person's rights, in particular any industrial or other intellectual property rights.
- X.4 ALTRON shall inspect the goods with due care immediately after takeover and, if the goods show any defects detectable during such routine inspection, notify the Seller about such defects in writing. In such notification (complaint), ALTRON shall describe the defects and their manifestation.
- X.5 If any defects are detected during the warranty period, ALTRON shall be entitled to notify the Seller about such defects (make a complaint) in the same manner as for defects under para. X.4. of this Article.
- X.6 ALTRON shall be entitled, at its own discretion and without limiting its other claims under the Contract, including any claim for damages and contractual penalty, to:
- X.6.1 request the removal of such defect by a free repair of goods or their part;
 - X.6.2 request the removal of such defect by a free delivery of new goods. The Seller shall do so without any delay, however no later than within the period determined by ALTRON with regard to the nature of such defect; or
 - X.6.3 request a reasonable discount from the Purchase Price.

The Seller shall inform ALTRON in writing within 5 calendar days after receipt of the complaint whether it accepts such complaint or not. Failing to do so shall be considered acceptance of the complaint. However, the Seller shall always inform ALTRON in writing of the date when they start removing such defect. Such date shall not occur more than 10 calendar days after receipt of the complaint irrespective of whether the Seller accepts such complaint or not. The Seller shall remove a claimable defect, even if they do not accept such complaint. Even in disputed cases, costs of removing a claimable defect shall be borne by the Seller until a court decision. The Seller undertakes to remove any defect in goods at their own cost within 15 days from the date when they start removing such defect, Should the Seller fail to start removing a claimable defect within 10 days after receipt of ALTRON's complaint, ALTRON shall be entitled to have the defect removed by another person. Any related costs shall be paid by the Seller to ALTRON.

- X.8 The Parties agreed that the occurrence of any defects in goods which completely or partially prevent its use, aesthetic defects etc., or any repeated defects shall be considered substantial breach of the

Contract. Other cases of defective goods shall be considered minor breach of the Contract by the Parties.

- X.9 The Seller shall not be liable for any defects caused by using the goods contrary to the conditions stipulated in the instructions for use or improper storage after delivery of the goods.
- X.10 Any claims from defects of goods shall not affect ALTRON's claims for damages incurred in connection with legal or factual defects of the goods.

XI. Certain Rights and Obligations of the Parties

XI.1 The Seller declares and confirms that:

X. 1.1 they are entitled to conclude the Contract and fulfil their obligations arising from the Contract;

X. 1.2 no consent, granting an exemption, authorization, declaration or permit of any third person or body is required to conclude the Contract or to fulfil Seller's obligation arising from the Contract on the part of the Seller, or that any of the above were acquired;

X. 1.3 conclusion of the Contract by the Seller is not (i) a breach of any obligation arising from applicable legislation in any legal order which is binding for the Seller, and/or (ii) a breach of any obligation arising from any contract to which the Seller is a party, and/or (iii) contrary to any requirement, decision or interim measure of an administrative body or a court, or to any arbitration award which is binding for the Seller;

X. 1.4 the Seller is not bankrupt or in imminent risk of bankruptcy within the meaning of Section 3 of the Bankruptcy Act. No (i) insolvency petition, or (ii) enforcement proceedings, or any similar petition or proceedings were filed or initiated against the Seller in the relevant jurisdiction or according to previously valid Czech legislation, and no such petition or proceedings are imminent according to the Seller's best knowledge;

X. 1.5 no petition was filed or no decision was taken by the competent bodies of the Seller or by any court on the Seller's liquidation or any transformation of the Seller;

X 1.6 according to the Sellers best knowledge, there are no ongoing or imminent judicial, administrative, arbitration or other proceedings or action by any authority of any jurisdiction that could, individually or collectively with other circumstances, adversely affect the Seller's ability to fulfil their obligations under the Agreement;

X. 1.7 The Seller maintains in all material respects the licences, approvals, permits and other authorizations required by the legislation applicable to the provision of performance under the Contract and there is no risk of such licence, consent, permission and authorization being terminated. Performance and its provision to ALTRON is not contrary to any patent, trademark or other intellectual property, trade name or competition protection of any third party;

X. 1.8 with professional care, they are not aware of any obstacles to performance or to the place or environment of ALTRON which would make it impossible or difficult to provide performance in a manner agreed under the Contract;

X. 1.9 they are the exclusive owner of the material components of performance and are not in any way contractually or legally restricted in disposing of the material components of performance, their legal title to the material components of performance is valid, effective and enforceable and they are entitled to immediately transfer such title to the material components of performance to ALTRON,

that they did not conclude any contract that would transfer ownership or other rights to the material components of performance to any other person or any preliminary agreements on their future transfer;

X. 1.10 material components of performance are not burdened with lien, pre-emptive, rental or other rights of third parties, other property rights or other restrictions;

X. 1.11 no third person raised a claim which could restrict the Seller's right to transfer material components of performance to ALTRON;

X. 1.12 they hold all necessary authorizations and approvals for the handling of personal data in components of performance containing such data in accordance with the relevant data protection laws of the Czech Republic;

X. 1.13 the Contract is a valid and legally binding obligation of the Seller which is enforceable against the Seller in accordance with terms of the Contract;

X. 1.14 the Seller is not aware of any fact, circumstance or event which would or could lead to complete or relative invalidity of the Contract;

X. 1.15 the Seller shall be entitled to provide and grant ALTRON all rights listed in Art. IX of these Terms and Conditions.

XI.2 The Seller shall be entitled to use claims arising from this Contract towards ALTRON as lien or other security of their obligations towards a third party only with the prior written consent of ALTRON.

The prohibition on the establishment of lien under this paragraph shall be negotiated as a property right until the date of fulfilment of all Seller's obligations arising from this Contract. The Seller declares that they did not establish any lien for future claims arising from this Contract before the effective date of this Contract and they will not establish such right after its conclusion.

XI.3 Any ALTRON's outstanding or immature claims towards the Seller may be unilaterally set off by ALTRON against the Seller's outstanding or immature claims, or ALTRON may exercise its claim to payment from a bank guarantee. For the avoidance of doubt, the Parties agree that an immature claim does not include uncertain or indefinite claims and that immature claims shall be eligible for set off within the meaning of Section 1987 of the Civil Code.

XII. Form of Communication, Delivery, Notification Obligation

XII.1 The written form requirement shall apply to mutual legally binding communication of the Parties unless the nature of the matter or explicit agreement of the Parties implies otherwise. The written form requirement shall be considered fulfilled for actions between ALTRON and the Seller even in cases of actions through facsimile, electronic mail or other means of remote communication which allow to capture the content of a legal action and determine the person making it. ALTRON shall be entitled to request any electronic data message being signed by a so-called advanced electronic signature or having its authenticity verified by other means accepted by ALTRON for the relevant case.

XII.2 All documents or any other deliveries eligible for mailing between the Parties may be delivered via mail, courier service or in any other similar manner. ALTRON shall send its deliveries to the address listed in the Contract as Seller's registered office (place of residence), or to other address designated as a contact address by the Seller in writing; the Seller shall also be entitled to designate a contact

person, at whose attention deliveries shall be addressed. Deliveries shall be considered delivered on the day of actual delivery, otherwise on the 3rd (third) working day after sending, if sent to the address in accordance with this provision. Messages sent by facsimile, electronic mail or other suitable means of remote communication shall be considered delivered on the day of their sending to the number, or address designated by the recipient Party; time of sending shall be proven by a corresponding record from the means of transmission.

- XII.3 The Seller shall notify ALTRON about any changes in the facts and information they provided, in particular any changes in the name and place of residence, or the name and registered office of the Seller, changes in the composition of a statutory body or other changes concerning persons authorized to act on behalf of the Seller, always in writing or other form expressly accepted by ALTRON, immediately after such change. The Seller shall immediately notify ALTRON about all facts that may affect their further existence or their ability to fulfil their obligations arising from the Contract, particularly if the Seller has gone bankrupt or their bankruptcy is imminent.

XIII. Confidential Information Protection; Personal Data Processing

- XIII.1 All business, production or technical information of the other Party which have actual or at least potential material or non-material value, which are not generally available in the relevant business circles and which were or will be communicated between ALTRON and the Seller within negotiations on the Contract and subsequently in relation to the Contractual Relationship shall be considered confidential and ALTRON or the Seller shall not use such information for any other purposes than for performance of the Contractual Relationship; any third person who knows the above information for the purposes of the Contract shall be bound by confidentiality obligations in at least the same extent. This obligation shall survive the termination of the Contractual Relationship. This provision shall not affect any other agreements or contracts concerning confidential information between ALTRON and the Seller or any other obligations arising from respective legal provisions on business secrets, protection of information and other related issues. If the obligation of confidentiality is breached, the injured Party shall receive a contractual penalty in the amount stipulated in the Contract which corresponds to the value and importance of the obligation.
- XIII.2 Should the provision of subject of performance include processing of personal data within the meaning of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR), ALTRON and the Seller shall conclude a separate written agreement governing the conditions for personal data processing, in particular the extent, purpose and term of such agreement, and guarantees of technical and organizational measures for personal data protection.
- XIII.3 The Seller declares that they fulfil all obligations arising from Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR) towards data subjects whose personal data they transfer or otherwise disclose to ALTRON based on this Contract. They shall particularly hold a valid legal title to such transfer or other disclosure.

XIV. Force Majeure

- XIV.1 Force majeure occurs as a result of unforeseeable and unavoidable events of exceptional nature beyond the control of a Party invoking force majeure which such Party could not foresee upon conclusion of the Contractual Relationship and which prevents it from fulfilling its obligations under the Contractual Relationship. Such events include wars, revolutions, large-scale fires, floods, transport embargoes. Force majeure shall not include faults of subcontractors unless occurring due to the above reasons. Force majeure events shall not include errors or omission on behalf of the Seller. In particular, force majeure shall not include unforeseeable economical, financial or currency changes or common business risks. The same shall apply to partial or complete failure to fulfil contractual obligations of the Parties if caused by force majeure events.
- XIV.2 A Party who experienced a force majeure event shall inform the other Party in writing within 72 (seventy-two) hours after it becomes aware of its occurrence, as well as its end. Failure to meet these deadlines shall prevent the Party from invoking force majeure.
- XIV.3 Performance deadlines shall be extended only by duration of force majeure effects after their end.
- XIV.4 Should a force majeure event cause the performance of contractual obligations to be delayed by more than two months, the Parties shall negotiate and agree to either (i) postpone the performance deadline, or (ii) implement necessary measures before further performance, or (iii) terminate the Contractual Relationship and, in such case, settle all obligations arising from it within the deadlines valid for such Contractual Relationship. If the Parties fail to agree on further steps under points (i) or (ii), or to terminate the Contractual Relationship under point (iii), each of them shall be entitled to terminate the Contractual Relationship by withdrawal which shall be made without undue delay after the expiry of the above two-month period. Should the Parties fail to terminate the Contractual Relationship by agreement or by withdrawal, or to agree on further steps, it shall be deemed that the Contractual Relationship performance will continue after the effects of force majeure are over.

XV. Suspension of Contractual Obligations by ALTRON

- XV.1 ALTRON shall be entitled to suspend the performance of its contractual obligations under the Contractual Relationship upon the establishment of its right to withdraw from the Contract under the Contract or the Terms and Conditions. The right to suspend the performance of contractual obligations shall last until ALTRON's right to withdraw from the Contract ceases to exist, or until the effective date of the Contractual Relationship termination.
- XV.2 ALTRON shall not be in default if it suspends the performance of its obligations due to a reason which is in accordance with the Contract or these Terms and Conditions.

XVI. Termination of Contractual Relationship

XVI.1 The Contract shall cease to exist

XVIII. 1.1 upon the fulfilment of obligations arising from the Contract;

XVIII. 1.2 upon expiry of the term of the Contract;

XVIII. 1.3 by a written agreement;

XVIII. 1.4 upon withdrawal of a Party.

XVI.2 A Party may withdraw from the Contract only in cases agreed or stipulated by respective legal provision, the Contract or these Terms and Conditions. Notice of withdrawal from the Contract shall be in writing, include the reason of withdrawal and be served to the other Party.

XVI.3 ALTRON shall be entitled to withdraw from the Contract in case of serious breach of the Contract by the Seller. Withdrawal from the Contract shall not affect any claim for damages caused by breach of the Contract or any claim for contractual penalty. After withdrawal from the Contract by any Party, the Seller shall not be entitled to assign any of their claims towards ALTRON to a third person without a previous written consent of ALTRON. Such assignment shall be deemed invalid.

XVI.4 Apart from cases under Section 2002 para. 1 of the Civil Code, the following shall be considered a serious breach of the Contract:

- a) XVIII. 4.1 gross or repeated poor performance of the Seller;
- b) XVIII. 4.2 Seller's delay with the delivery of goods and services exceeding contractual or other deadlines by more than 5 calendar days;
- c) XVIII. 4.3 use of submitted documents for other purposes than stipulated in the Contract or these Terms and Conditions or their provision to a third party without ALTRON knowing;
- d) XVIII. 4.4 breach of the prohibition to establish a lien under the Contract;
- e) XVIII. 4.5 the Seller breaches any licence conditions listed in Art. IX of the Terms and Conditions;
- f) XVIII. 4.6 repeated breach of other provisions of the Contract or these Terms and Conditions;
- g) XVIII. 4.7 breach of the declaration under Art. XI para. XI. 1 of these Terms and Conditions.

XVI.5 Should the obligation to deliver goods and services cease to exist in other manner than by its fulfilment, in particular by withdrawal from the Contract, ALTRON shall pay to the Seller only for ALTRON's proven enrichment by such delivery of goods and services. The value of such enrichment shall be calculated based on unit prices under the Contract and the volume of actually delivered performance by the Seller until withdrawal, which shall not exceed the agreed Purchase Price. Any performance which the Seller already received from ALTRON shall always be set off against such enrichment in the extent these two values overlap. If there is a positive balance, the Seller shall return such performance to ALTRON without undue delay.

XVI.6 Under the express agreement of the parties, no claims for contractual penalties, discounts, provisions securing debt, provisions concerning liability for defects of goods and services, including a guarantee for quality, liability for damage and non-material damage, and the Seller's obligations not to transfer or delegate its contractual claims to a third party shall not cease to exist in the event of termination of the legal effects of the Contract based on withdrawal from the Contract, unless approved in writing

by ALTRON, and no licence and related obligations shall cease to exist. In case of withdrawal from the Contract, ALTRON shall also be entitled to set off any outstanding or immature claims towards the Seller against any Seller's outstanding or immature claims, i.e. the set off option shall apply to any claims arising from unjustified enrichment.

XVI.7 Should the obligation to provide performance cease to exist by other manner than its fulfilment, ALTRON shall become the owner of all materials, products, project documentation and other items delivered by the Seller.

XVI.8 The Contractual Relationship between ALTRON and the Seller shall not cease to exist upon dissolution or death of the Seller. Rights and obligations arising from the Contractual Relationship shall transfer to the Seller's legal successor.

XVII. Penalties

XVII.1 Contractual penalties stipulated in the Contract were agreed for the non-fulfilment of contractual obligations by the Seller.

XVII.2 In the case of breach of obligations arising from the Contract, the Seller shall pay to ALTRON the following contractual penalties, unless stipulated directly in the Contract:

XVII. 2.1 In case of the Seller's delay with the delivery of goods and services, the Seller shall pay to ALTRON a contractual penalty in the amount of 0.5% of the Purchase Price for each day of delay;

XVII. 2.2 ALTRON shall be entitled to charge the Seller a contractual penalty in the amount of CZK 100,000 or each individual breach of an obligation concerning the protection of Confidential Information;

XVII. 2.3 For any breach of the Seller's declaration under Art. XI para. XI. 1 of these Terms and Conditions, the Seller shall pay to ALTRON a contractual penalty in the amount of CZK 10,000 for each individual breach;

XVII. 2.4 A contractual penalty for the Seller's delay with the removal of claimable defects shall amount to CZK 5,000 for each day of delay and each defect until its removal;

XVII. 2.5 ALTRON shall be entitled to charge the Seller a contractual penalty in the amount of 10% of the Purchase Price and to withdraw from this Contract due to a breach of obligation under Article XI. para. X. 2 of these Terms and Conditions. This shall also apply in case the Seller's declaration under the respective Article of the Contract turns out to be false.

XVII.3 Payment of a contractual penalty shall not affect the right to claim full damages in the amount exceeding the amount of the contractual penalty.

XVII.4 The right of ALTRON to request the payment of full damages incurred by ALTRON due to the breach of any contractual obligation covered by a contractual penalty under the Contract or these Terms and Conditions shall not be affected by payment of such contractual penalty.

Preamble

ALTRON, a.s., a company registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 3609, IN: 649 48 251, TIN: CZ64948251, registered office Prague 4, Novodvorská 994/138, Post Code 142 21 (hereinafter referred to as “ALTRON” or the “Company”), hereby issues these General Terms for the Delivery of Work which stipulate general rules applicable for the relationship between ALTRON, as the Client, and its Contractors under respective Contracts on the Contractor’s obligation to perform the Work for ALTRON at their own cost and risk while exercising all professional care based on their special knowledge, expertise and diligence.

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I. Definition of Terms

- I.1 **ALTRON.** ALTRON, a.s., a company registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 3609, IN: 649 48 251, TIN: CZ64948251, which is specified in the Preamble of the General Terms; the Client under the Contractual Relationship.
- I.2 **Handover Date.** A day determined in accordance with Art. V. 6 of these General Terms.
- I.3 **Work.** The subject of performance specified in the Contract; the Work usually mean an activity performed by the Contractor for ALTRON under the Contract, in the scope and execution in accordance with the requirements, conditions, specifications, parameters and other data specified

in this Contract and in its relevant Annexes. The Work shall in particular include all works, deliveries and services required for its due execution.

- I.4 **Functionality.** Eligibility for an agreed or common purpose.
- I.5 **Place of handover.** Place of execution and/or delivery of the subject of performance in accordance with the Contract.
- I.6 **Civil Code.** The Act No. 89/2012 Coll., the Civil Code, as amended.
- I.7 **Client's Authorized Person.** A person authorized to act on behalf of ALTRON which is designated to act on behalf of ALTRON under the Contract.
- I.8 **Contractor's Authorized Person.** A person authorized to act on behalf of the Contractor who proves their authorization by sufficient personal identification and by a written instrument designating it as the person authorized to act on behalf of the Contractor (by a statutory body) or represent the Contractor or who is designated to act on behalf of the Contractor under the Contract; ALTRON shall be entitled to require official or other verification accepted in the particular case by ALTRON of the Contractor's signature on such authorization or power of attorney.
- I.9 **Written Form of Negotiations.** Form of negotiations determined under Art. XIV. para. 1 of the General Terms.
- I.10 **Applicable Law, Legal Regime.** Legal relations between ALTRON and the Contractor, unless expressly governed by the General Terms, by the Contract or by other contractual arrangements, shall be governed by the Civil Code and other relevant legislation, as amended. The Parties hereby exclude the application of Section 588 para. 2 (i.e. commercial usage shall be disregarded in legal relations between the Parties), Section 1799 and Section 1800 of the Civil Code to this Contract.
- I.11 **Dispute Resolution, Place of Jurisdiction.** Any disputes arising from the Contractual Relationship shall be preferably solved by agreement of the Parties. In the absence of amicable agreement, all disputes shall be resolved in accordance with Czech substantive and procedural law by a competent court. A locally competent court within the meaning of the previous sentence shall mean ALTRON's general court.
- I.12 **Severability Clause.** The following was stipulated in order to protect the Contractual Relationship in the economic and commercial sense. Should any provision of the General Terms, the Contract or other relevant contractual arrangements be or become, under the relevant legislation, void, invalid, ineffective or unenforceable, it shall not affect or limit the validity, effectiveness, enforceability or legal soundness of any other provision. Such void, invalid, ineffective or unenforceable provision shall be immediately replaced, supplemented or otherwise altered by interpretation or written amendment of the Parties on the new content of such provision, taking into account its nature and respecting its original commercial intention. The same shall apply for any contractual gaps requiring alteration.
- I.13 **Contract.** A Contract between ALTRON and the Contractor stipulates some specific conditions for delivery of the subject of performance and, together with the General Terms, other relevant

contractual arrangements and relevant legislation, forms a complete agreement of the Parties on terms for the subject of performance.

- I.14 **Party/Parties.** Either ALTRON or the Contractor, or both of them in accordance with the context
- I.15 **Contractual Relationship.** A Contractual Relationship is the legal relationship between ALTRON and the Contractor arising upon conclusion of a Contract; rights and obligations arising from such Contractual Relationship shall be governed by the Contract, the General Terms, other relevant contractual arrangements and relevant legislation.
- I.16 **Compact Part of the Work (Partial Performance).** A part of the Work which is separate by nature and in terms of functionality is not dependent on the operation of other parts of the Work within the meaning of Art. V.11 of the General Terms; provisions of the General Terms governing delivery of the Work shall also apply to partial performance.
- I.17 **Effectiveness of the General Terms.** These General Terms become effective on 11 April 2018 and shall be binding for all new relevant relationships from that date, unless their application to a Contractual Relationship is expressly excluded.
- I.18 **General Terms.** ALTRON's General Terms for the Delivery of Work (hereinafter the "**General Terms**") in the version effective at the time of Contractual Relationship, which shall be applicable to all Contractual Relationships involving delivery of the Work between ALTRON and the Contractor from the moment of signing the first legal instrument confirming the execution of a Contract, until complete settlement of all claims and liabilities arising between ALTRON and the Contractor. Special provisions included in the Contract shall take precedence over general provisions of the General Terms. If any special provision is not contrary to the General Terms or does not expressly exclude their application, it shall be applied together with, and complement the General Terms. The General Terms form an integral part of the Contract. The Parties have agreed that it is not allowed for the Contractor to refer to its own terms and conditions or any other terms and conditions, e.g. prepared by professional or interest organizations.
- I.19 **Definition of Terms.** Any capitalized terms or terms written in capital letters in the General Terms and in the Contract, as well as other defined terms and phrases, both singular and plural, shall have the meaning assigned to them in Art. II of the General Terms, or in the Contract.
- I.20 **Client's Customer.** A natural person over the age of 18 or a legal person who is the final recipient of items, work or services or other performance by the Contractor.
- I.21 **Equipment.** Individual equipment or set of technological infrastructure equipment including, for example, power, cooling, monitoring or control systems, and other necessary subsystems to ensure continuous operation of data centres and other critical applications whose delivery, installation or servicing is subject to the Contractual Relationship, either individually or collectively, in accordance with the specification under the Contract.
- I.22 **Contractor.** A legal or natural person entering a Contractual Relationship with ALTRON in accordance with the Contract.

- I.23 **Functionality Tests.** Functionality Tests of the subject of performance within the meaning of Art. VII of the General Terms
- I.24 **Special Terms and Conditions.** ALTRON may issue special terms and conditions governing relations for specific deliveries of items, the Work or services or other performance of a certain kind.

II. Contractual Relationship Formation and Alteration

- II.1 The Contractual Relationship between ALTRON and the Contractor shall be formed upon the conclusion of a Contract, in the manner and under the conditions of this Art. II of the General Terms.
- II.2 ALTRON shall have the right to determine obligatory written form for the conclusion, alteration and termination of the Contract even if not required by relevant legislation.
- II.3 A Contract shall usually be concluded based on a draft contract prepared by ALTRON. Such document shall be deemed a draft contract or draft alteration of a Contract by ALTRON if such draft is expressly identified as a draft contract or draft alteration of a Contract. A Contract shall be concluded and become effective as of the date of its signature by both Parties upon complete agreement on the full content of such Contract; it shall also become effective on that date unless agreed otherwise.
- II.4 Concerning the formation of a Contractual Relationship, ALTRON shall be entitled to choose or enable a simplified form of concluding Contracts by confirmation (acceptance) of the order. Orders shall usually be preceded by negotiations on the requirements and needs of ALTRON and preparation of a Contractor's offer. Orders and their acceptance or refusal may only be executed in writing, within the meaning of Art. XIV para. 1 of the General Terms. A Contract based on an offer shall be concluded in the form and with the content arising from an offer accepted by the Contractor without any reservations, i.e. upon ALTRON receives express and full, unreserved consent of the Contractor to the content of an order made by ALTRON.

III. Contract for Work

- III.1 A Contract, draft contract and an order shall include, at least
 - III.1.1 specification of the Work, i.e. its detailed description, including functionality requirements;
 - III.1.2 place of handover of the Work;
 - III.1.3 price of the Work, or the manner of its determination, and its maturity;
 - III.1.4 date of handover of the Work;
 - III.1.5 execution schedule of the Work;
 - III.1.6 an express statement of the Contractor that the General Terms are available to them, that they are fully familiar with them, understood them, have no objections towards them and agree that their provisions are binding for the Contractual Relationship;

III.1.7 other essential information based on the nature of the Work and the agreement of the Parties.

III.2 Conditions of the Contractual Relationship may be altered only by an amendment to the Contract concluded in the same manner and form as the Contract. A written form of concluding amendments shall always be allowed. Changes in specification of the Work required for usual or agreed functionality of the Work which were unknown to the Parties upon agreement on the Work, may be executed even without the Contractor's consent.

IV. Payment Terms

IV.1 ALTRON undertakes to pay to the Contractor the Price of the Work listed in the Contract. The Price of the Work and all prices per unit shall be listed in Czech crowns, unless stipulated otherwise in the Contract. The payment shall be executed in the currency of the Price of the Work under the Contract.

IV.2 Detailed description of the Price of the Work is listed in the budget drafted by the Contractor which includes item valuation of all work, deliveries and services broken down by the statement approved by ALTRON and by the Project Documentation.

IV.3 By concluding the Contract, the Contractor confirms that:

- The Price of the Work is correct, full and sufficient to cover all Contractor's costs associated with the execution and full and due completion of the Work; and

- the Price of the Work was agreed after the Contractor familiarized themselves with the Project Documentation, inspected it and verified feasibility of the Work according to the Project Documentation, and after having duly familiarized itself with all documents, input information and all other facts while exercising all professional care which can be reasonably expected from a most knowledgeable and experienced contractor.

IV.4 The Price of the Work was agreed as a maximum and absolute and may be altered only in case of any changes in the Work, by adding or deducting the price of such changes based on accounts as further specified in these General Terms.

IV.5 The Price of the Work shall include all direct and indirect necessary or reasonably incurred costs of the Contractor related to fulfilling their obligations under the Contract, in particular, however not limited to, costs of material, machinery, transportation of construction material to the place of performance, construction, operation, maintenance, liquidation and clearance of the site, management and administration, coordination of the Work, necessary engineering, necessary geodetic work, essential workshop documentation, Contractor's costs and profit, charges and all other expenses of the Contractor related to performance of the Work (e.g. inflation, charges and payments for services, phone and internet connection, supplies of water, energy, provision of OHS and fire protection, increased cost of work in winter, pollution removal, disposal or use of hazardous waste incl. extremely hazardous, sanctions, penalties, fines, insurance, financial costs of temporary occupation of land, traffic engineering decision and taking subsequent measures, site illumination, provision and execution of all tests within the meaning of valid technical standards and generally binding legislation, including the issuance of test certificates etc.). The Price of the Work shall include

the fulfilment of all Contractor's obligations under the Contract and all things and activities necessary for due completion of the Work and removal of all its defects.

- IV.6 The Contractor declares that unit prices used for valuation of the Work are maximum for the whole execution period of the work.
- IV.7 ALTRON shall not pay for any work performed by the Contractor outside the provisions of the Contract due to arbitrary diversion from conditions of the Contract. Upon ALTRON's request, the Contractor shall remove and compensate for any damages caused to ALTRON in connection with any work performed in accordance with the previous sentence within a requested period.
- IV.8 Any work, deliveries and services not performed during performance of the Work shall not be charged by the Contractor and price of such work and deliveries shall be deducted from the total Price of the Work.
- IV.9 Maturity of the price shall be governed by the Contract and these General Terms. Unless stipulated otherwise, the price shall be payable in a single payment after the subject of performance is delivered.
- IV.10 The Parties agreed that ALTRON shall not make any advance payments for execution of the Work to the Contractor.
- IV.11 The Contractor's title to receive the Price of the Work shall be subject to the performance of all work under the provisions of this Contract and invoicing of performed and verified work in accordance with this Contract. Both conditions shall be met.
- IV.12 ALTRON shall pay the price to which the Contractor is entitled under the Contract or the General Terms based on the respective invoice issued by the Contractor. ALTRON's payment obligation shall be deemed fulfilled on the day when the respective amount is debited from ALTRON's bank account.
- IV.13 Payment of the price to which the Contractor is entitled under the Contract or the General Terms shall be made by a wireless transfer to Contractor's bank account in accordance with the Contract or to any other bank account notified to ALTRON by the Contractor in writing, or in other manner agreed between the Parties.
- IV.14 The following shall be attached to the invoice, or partial invoices:
 - IV.14.1 payment certificate signed by ALTRON, in the form of list of work, deliveries and services carried out, both in paper and electronic form in the XLS format, and
 - IV.14.2 in case of a one-off invoice, or a final invoice issued after a due completion of the Work, also:
 - (i) individual payment certificates signed by ALTRON; and
 - (ii) copies of the Handover Protocol, or copies of the Delivery Note for purchase of goods
- IV.15 Invoices shall be issued within the legal deadlines, however always in such manner to be delivered to ALTRON's address for sending invoices, elektronicka.podatelna@altron.net, or, under the Contract, by 5th (fifth) calendar day of the month following the month in which the invoiced performance was provided. In case of a one-off, or a final invoice, the Contractor shall deliver the

invoice to ALTRON's contact address for sending invoices under the Contract, elektronicka.podatelna@altron.net, by 5th (fifth) calendar day of the month following the month in which both Parties signed the Handover Protocol.

- IV.16 The invoice shall comply with the requirements for a tax document in accordance with the applicable legal regulations and contain factually correct data in relation to the invoiced performance.
- IV.17 The invoice shall be due within 60 days (unless stipulated otherwise in the Contract) from the date of its delivery to the Contractor.
- IV.18 The invoice shall always include the number of the order which is always issued by the Buyer together with the Contract (both before and after the signature of this Contract). Such order shall in no case establish or alter a contractual relationship between the Buyer and the Seller; it is issued for internal reasons of the Buyer.
- IV.19 Should such invoice not include the order number or other requirements, include a wrong order number, or if defective performance is invoiced or the wording of the tax document is contrary to the Contract, the Buyer shall be entitled to request its review within the maturity period.
- IV.20 ALTRON's liability as a recipient of the taxable transaction for unpaid VAT by the Contractor from this performance shall be governed by Section 109 of the VAT Act.
- IV.21 The Contractor declares that they are not an "unreliable payer" within the meaning of Section 106a of the VAT Act at the time of the conclusion of this Contract and that if they become an unreliable payer during their performance of the Contract, they shall immediately notify ALTRON of this fact in writing.
- IV.22 The Contractor declares that their account specified in the Contract is an account that is published by the VAT Administrator in a manner allowing remote access and will remain as such throughout the effectiveness of this Contract.
- IV.23 If the Contractor's declaration according to paragraph IV.21 and/or IV.22 of this Article is shown to be untrue, or if it ceases to be valid during the effective date of the Contract, or if another foreseeable fact within the provisions of Section 109 of the VAT Act occurs, creating the emergence of a guarantor obligation of ALTRON for the unpaid value added tax of the Contractor, ALTRON is entitled
- IV.22.1. pay the creditor (tax administrator) even without the Seller's knowledge and unilaterally set off the claim against the Contractor's outstanding, immature or future claims towards ALTRON, or
- IV.22.2. withhold the amount of VAT until its demonstrable payment by the Contractor, or
- IV.22.3. to take other appropriate measures to secure its future claim towards the Contractor in order to meet the guarantor's liability for unpaid tax by the Contractor
- IV.22.4. or/and also withdraw from this Contract.

V. Delivery of the Work

- V.1 The Contractor shall perform the Work at its own cost and risk in the agreed term and location. The obligation of Contractor's company to deliver the Work shall be deemed fulfilled upon due completion of the Work and its handover to ALTRON.
- V.2 The term for delivery of the Work and its execution schedule is the subject of the Contract. The Contractor shall perform the Work in the agreed term and according to the agreed schedule.
- V.3 The location of performance of the Work is the subject of the Contract. The location of performance of the Work is also the place of its handover.
- V.4 The Contractor shall be bound by ALTRON's instructions when performing the Work.
- V.5 Unless stipulated otherwise in the Contract for Work, the functionality of the Work shall be verified by the Contractor by the procedure listed in Art. VII of these General Terms.
- V.6 The date of handover of the Work is the date of its delivery within the meaning of Art. V.2 of the General Terms. If the date of handover of the Work is not stipulated directly by the Contract, the Contractor shall announce the date and time, or place of handover to ALTRON, usually at least 3 (three) working days in advance. If functionality tests are performed, the due date of handover of the Work shall be determined so that it follows their successful completion, preferably during regular working hours. If the determined due date of handover of the Work is not suitable for ALTRON, it shall inform the Contractor accordingly. In such case, ALTRON and the Contractor shall agree on another earliest possible date of handover of the Work.
- V.7 Handover and takeover of the Work shall occur at the place of its performance. The Parties shall draft a handover protocol on the handover of the Work. The handover protocol shall include any defects or backlogs of the Work which do not prevent the agreed operation of the Equipment, and deadline for removal of any such defects or backlogs. By taking over the Work, ALTRON confirms that it was performed fully in compliance with the agreed terms and without any defects save for those listed in the handover protocol. Any defects or backlogs of the Equipment not preventing its operation for the agreed use shall also entitle ALTRON to refuse to take over the Work. Unless agreed or implied otherwise due to the nature of the Work, the Contractor shall hand over to ALTRON, together with the handover protocol, any protocols on Functionality Tests carried out and Equipment documentation which shall usually include, *inter alia*, (i) operating and maintenance instructions (user manual), (ii) the operating log, (iii) the initial inspection report and (iv) the declaration of conformity.
- V.8 Should any defects or backlogs of the Work be detected, ALTRON shall be entitled to refuse to take over the Work. In such case, ALTRON and the Contractor shall agree on a deadline for removal of such defects and backlogs and the handover shall take place after such removal, subject to conditions for the handover of the subject of performance under this Art. V of the General Terms.
- V.9 The risk of damage to the Work shall transfer to ALTRON upon the date of handover.

- V.10 Any costs associated with storage of the Work or its parts shall be paid by the Contractor to ALTRON based on bills submitted by ALTRON in the manner and within the deadlines under Art. IV of the General Terms.
- V.11 Unless the Contract stipulates otherwise, the Work may be performed and handed over to ALTRON gradually, in compact parts of the Work. If the Work is performed in this manner, in parts, the provisions of the Contract and these General Terms shall always apply to such part of the Work, not the Work as a whole, in particular concerning the term of performance, handover, price, guarantees and any defects.

VI. Construction and Technical Readiness of the Place of Execution of the Work

- VI.1 The Contractor declares that all their requirements on construction and technical readiness were communicated to ALTRON before signing this Contract. Should the Contractor fail to do so, they shall not be entitled to change the term due to insufficient construction readiness. If construction readiness conditions are not met for certain part of the Work, it shall not affect the Contractor's obligation to perform the rest of the Work within deadlines under this Contract.

VII. Functionality Tests

- VII.1 Unless the Contract stipulates otherwise, successful functionality tests are a necessary prerequisite to the handover of the subject of performance. The purpose of functionality tests is to verify the agreed functionality of the performance in kind and, for any work, the accuracy of their execution. The form, extent or other requirements for functionality tests according to the subject of performance shall be governed by the Contract.
- VII.2 Functionality tests shall usually take place after the performance of the Work at the place of handover. The Contractor shall inform ALTRON about the date of functionality tests at least 3 (three) working days in advance; functionality tests shall be preferably scheduled to start during regular working hours.
- VII.3 Functionality tests shall be deemed successfully executed and completed upon the Contractor executing and handing over respective protocols on successful completion of the tests.
- VII.4 If the Work is performed and delivered gradually and if the Parties agree in the Contract that individual deliveries of parts of the Work shall be preceded by functionality tests, the above provisions of this Article shall apply to functionality tests of individual parts of the Work.
- VII.5 The extent of functionality tests may be determined in the Contract. Standard extent of functionality tests shall include:
 - VII.5.1 Equipment functionality tests in the extent defined for such Equipment;
 - VII.5.2 Functionality test of the coordination of individual technological units of the system (if the delivery consists of more technological units).
- VII.6 Agreed tests of the Work – a written protocol signed by ALTRON and the Contractor shall be drafted on the successful execution of each individual test. Should the test fail, the Contractor shall be

entitled to repeat it within a reasonable time after the previous unsuccessful test. Should the Contractor fail to repeat the test within a reasonable time or if such test is unsuccessful more than twice, ALTRON shall be entitled to withdraw from the Contract in accordance with relevant provisions.

VII.7 Unless the Contract stipulates otherwise, the Contractor shall perform the following tests of the Work:

VII.7.1 Individual tests - before mechanical completion, the Contractor shall, in the presence of ALTRON, test every single equipment which is part of the Work and prove the functionality of the respective part of the VII.7.1 The Contractor shall make a record of the progress and results of all individual tests in the site diary. Based on a previous written request in the site diary, ALTRON shall provide all necessary assistance required to perform such individual tests in the form of operational staff. After the completion of individual tests for the whole Work, the Contractor shall prepare a protocol on their completion in which they evaluate such tests and eligibility of the equipment for commissioning.

VII.7.2 Comprehensive tests - prove the correctness of project solution, individual and mutual functionality of the equipment, capability of permanent safe operation of the equipment and constructions and their readiness for operational tests subject to conditions listed in the comprehensive test manual drafted by the Contractor and approved by ALTRON. Comprehensive tests may be launched only after the comprehensive test manual is approved by ALTRON. Comprehensive tests are completed by a protocol on the completion of comprehensive tests. Operational tests may be launched after successful completion of comprehensive tests.

VII.7.3 Trial operation and guarantee tests – ALTRON and/or the Contractor's Customer shall launch trial operation of the Work immediately after successful completion of individual and comprehensive tests and handover and takeover of the whole project by the Contractor's Customer from ALTRON for trial operation. Trial operation shall last for six (6) months unless stipulated otherwise in the Contract, and the new equipment shall subsequently be handed over to the Contractor's Customer for regular operation. Guarantee tests shall be executed after mutual agreement of the Parties, however no later than within two (2) months from the launch of trial operation. The Contractor shall use the guarantee tests to prove the fulfilment of parameters guaranteed under the Contract. Contractor's costs of trial operation and guarantee tests shall be included in the contractual price in accordance with the Contract. Conditions, extent and contents of guarantee tests shall be stipulated in the Contract and its Annexes. Should the guarantee tests be unsuccessful, the Contractor shall be provided a period of thirty (30) calendar days to remove possible causes. Guarantee tests and their evaluation shall be performed by mutually agreed independent organization selected by ALTRON, in the presence of the Contractor. Any repeated guarantee tests, incl. necessary measurement shall be performed by the same selected organization at the Contractor's cost. The date of such repeated tests shall be approved by ALTRON.

VIII. Transfer of Ownership

VIII.1 ALTRON shall be the owner of the performed Work and all its accessories from the very beginning. The title to the Work and individual parts shall transfer upon their incorporation into the Work or their delivery to the site, whatever occurs first.

IX. Software as Part of the Subject of Performance

- IX.1 If the subject of performance delivered by the Contractor includes any equipment software (hereinafter “**Software**”), the Contractor shall grant ALTRON a licence to use such Software in the extent stipulated in these General Terms; this provision may be further specified in the Contract.
- IX.2 The Contractor grants ALTRON a licence to use Software in its current version valid as of the handover date of the subject of performance.
- IX.3 The Contractor shall perform a professional installation of Software as a part of the subject of performance, as well as provide any training of persons designated by ALTRON, in the extent and at the time stipulated in the Contract.
- IX.4 ALTRON shall receive one hardware key for Software use with identification floppy disk for each workstation from the Contractor’s company, if such hardware key is required for the operation of Software.

X. Intellectual Property Rights and Licences

- X.1 Should the Contractor use, alter or otherwise dispose of the result of activity protected by intellectual property right without consultation with ALTRON and the authorized person exercises their claims arising therefrom against ALTRON, the Contractor shall settle the consequences of their action at their own cost.
- X.2 The Contractor undertakes to immediately inform ALTRON about a third person exercising their claim for breach of intellectual property rights which are necessary for the implementation of, or relate to the Work.
- X.3 The Contractor undertakes to provide all assistance to ALTRON to successfully defend ALTRON’s rights concerning the breach of third party intellectual property rights and protect ALTRON from any claims of a third party, including Contractor’s subcontractors, employees or other cooperating persons and agents.
- X.4 The Contractor declares that
- X.4.1 they are entitled to exercise all intellectual property rights necessary for the execution of the Work,
- X.4.2 they are entitled to grant ALTRON the authorization to exercise intellectual property rights related to the Work in the agreed extent, even if such intellectual property rights are exercised by a third party and the use of the Work or its part will not result in any breach of Contractor’s or third party intellectual property rights.
- X.5 The Contractor declares that they are entitled to grant ALTRON the authorization to exercise intellectual property rights to all parts of the Work including all documentation handed over to ALTRON by the Contractor, if it is necessary to properly exercise ALTRON’s rights.

- X.6 The Contractor guarantees to ALTRON that the Work or any other performance of the Contractor under the Contract, or the use of the Work by ALTRON does not breach or result in any breach of any third party intellectual property right. Should the Contractor breach its obligation arising from the guarantee under this Article, the Contractor shall bear responsibility for all consequences, in particular they shall immediately secure ALTRON's right to use to Work and its parts which does not breach third party intellectual property rights and compensate to ALTRON any and all damage which it incurred.
- X.7 Licence provided by the Contractor shall be agreed as non-exclusive. ALTRON shall not be obliged to use the licence.
- X.8 For the avoidance of doubt, the Parties have agreed that the license fee is included in the Price of the Work.
- X.9 ALTRON and the Contractor have agreed that the licence is granted for the term of copyright of the Contractor or any person who exercises respective intellectual property rights. The Parties have also agreed that the licence may not be unilaterally withdrawn or otherwise terminated during the planned lifetime of the Work.
- X.10 By concluding the Contract, the Contractor grants ALTRON a transferable and unlimited right to, in particular, however not limited to, any possible use of the subject of the licence, in particular making copies, using and giving access to other persons to documentation and any of its parts, as well as any documents, deeds, sketches, suggestions, alteration of documentation, programs and data created for or provided to ALTRON by the Contractor under the Contract, which is or may be protected under valid intellectual property protection legislation, including the right to use the Work in original, processed or otherwise altered form, individually or as part of a set or in connection with other work or elements, the right to alter and change such Work to implement, operate, use, maintain, change, repair and dispose of the Work or its individual parts. The Contractor grants ALTRON this right, including the authorization of any other person who is the due owner or user of the Work or its respective part.

XI. Liability

- XI.1 The Contractor provides ALTRON with a guarantee period of 36 months for deliveries and 60 months for work. The Contractor shall not condition this guarantee by any necessary servicing or maintenance, incl. delivery of spare parts or operating fluids, of the Work save for those which are the subject of this Contract.
- XI.2 The Contractor undertakes to resolve the reported defect and initiate work to eliminate it within 6 hours from its notification by ALTRON.
- XI.3 The Contractor shall arrive to the place of performance and initiate activities leading to removal of a defect
 - XI.3.1 for serious defects preventing safe and reliable operation of the Work, within twelve (12) hours from its report, or
 - XI.3.2 for any defects not preventing safe and reliable operation of the Work, within two (2) days from its report, unless agreed otherwise in writing between the Parties due to the nature of such

defect. The Contractor shall complete the removal of a defect within the deadline determined by ALTRON taking into account its nature; and/or for irremovable defects, ALTRON may request the removal of a defect by delivery of a new part of the Work free of charge; the Contractor shall do so immediately, no later than within reasonable deadline agreed by the Parties. Such title shall also arise if the same removable defect of a certain part of the Work removed under this paragraph occurs for the third time (3x); and/or ALTRON may request a reasonable discount from the Price.

- XI.4 Should the Contractor fail to duly remove claimable defects of the Work within the deadline under paragraph IX.3, or if they inform ALTRON before its expiry that they will not remove the defects, ALTRON may request a reasonable discount from the Price or remove or have the defect removed on its own after having informed the Contractor, without limiting any ALTRON's right granted by the Contract and the Contractor's liability for defects of the Work. The Contractor shall compensate to ALTRON all proven costs incurred by ALTRON in connection with the removal of such defect within thirty (30) days after the receipt of ALTRON's invoice.
- XI.5 The Contractor shall initiate the removal of a defect even if they do not acknowledge the claim; in disputed cases, the cost of removing the defect shall be borne by the Contractor until court or arbitration body decision. Should it turn out in disputed cases that ALTRON was not authorized to claim the defect, ALTRON shall compensate to the Contractor all their proven costs incurred in connection with the removal of such defect.
- XI.6 The Contractor provides warranty to performed repairs of the Work until the expiration of the warranty period, or, for new items delivered, in the warranty period provided by their manufacturer.
- XI.7 In the event of a defect repair of the Work in the warranty period, the warranty period of the relevant part of the Work shall extend by the period during which the part of the Work could not be properly used due to such defect.
- XI.8 The Contractor shall take reasonable measures so that their activity does not cause any damage to property of ALTRON, its employees or third persons or any damage to health of ALTRON's employees or third persons. The Contractor shall be liable to ALTRON for all damage caused to it when performing the subject of performance unless they are able to prove that such damage was caused by force majeure or by circumstances excluding liability within the meaning of the Civil Code. ALTRON's liability shall be excluded if it is able to prove that it could not prevent the occurrence of such damage even if it made every effort which could be reasonably expected from it.
- XI.9 If the Contractor delegates all or some of their obligations under the Contractual Relationship to a third person, the Contractor shall be liable towards ALTRON in the same manner as if they provided the whole performance themselves.
- XI.10 During the execution of the subject of performance, the Contractor shall comply with all relevant legislation on security, occupational health and safety and fire protection.
- XI.11 The Contractor shall be liable for all functionality defects of the Equipment caused by performance provided by another subcontractor within the delivery for a Client's Customer. The occurrence of such defect in the usual or agreed functionality of the Equipment may be a reason to refuse to take over the subject of performance by ALTRON, as well as to complaint by a Client's Customer. If the

Work is performed as part of a subcontract for a Client's Customer, the Contractor shall provide ALTRON with effective cooperation and coordinate the performance of the Work with the execution of other subcontracts which are part of the delivery for a Client's Customer.

XI.12 The Contractor shall be liable and shall compensate to ALTRON all damages incurred by it, its employees, workers and other persons authorized to perform its contractual obligations, which were caused by the Contractor or for which the Contractor is liable in accordance with generally binding legislation.

XII. Construction Work as a Part of the Work

XII.1 The provisions of these General Terms, as well as relevant legislation and special provisions on construction work of the Contract, shall analogically apply to the execution of any construction work which are part of execution of the Work.

XII.2 During construction work, the Contractor undertakes to:

XII.2.1 comply with legal and other regulations on occupational health and safety, in particular the Act No. 309/2006 Coll., stipulating further requirements for health and safety at work, the Government Decree No. 361/2007 Coll., laying down conditions for the protection of health at work, and No. 591/2006 Coll., on further minimum occupational health and safety requirements, as well as hygiene, fire and environmental protection regulations;

XII.2.2 notify ALTRON of any circumstances which could, during the Contractor's activity at sites, lead to threat to life and health of ALTRON's employees or third persons, threat to the operation or safe condition of technological equipment and buildings;

XII.2.3 provide and have available a 24-hour phone connection to Contractor's authorized employee during both working days and holidays, for the case of any exceptional event.

XII.3 The Contractor is aware that they are liable for any damage caused by circumstances originated in the nature of a device or other item used for execution of the Work and that they cannot be exempted from this liability.

XII.4 The Contractor shall equip all their workers with necessary personal protective equipment according to the nature of work performed, and such workers shall use it while working, within the meaning of Section 104 of the Labour Code, and the Government Decree No. 495/2001 Coll., establishing the scope and detailed conditions for the provision of personal protective equipment.

XII.5 Before starting work, the Contractor shall familiarize their staff with the OHS Plan, if drafted, and with any OHS, FP and EP risks. A report on the training provided shall be drafted and bear verifiable signatures of the participants; its copy shall be submitted to ALTRON before starting work.

XII.6 Any costs related to occupational health and safety shall be borne by the Contractor.

XII.7 ALTRON makes no warranty for material and machinery of the Contractor stored at the site /workplace/.

XII.8 The Contractor acknowledges that there are more contractors active at the site/workplace and undertakes not to limit their activities. This fact is not a reason for any change of contractual terms.

XIII. Certain Rights and Obligations of the Parties

- XIII.1 The Contractor shall be entitled to fulfil its obligations under this Contract through specific subcontractors only with ALTRON's consent in writing. ALTRON shall not be obliged to grant the Contractor its consent to using a subcontractor, if such subcontractor, according to ALTRON's reasonable opinion, does not possess necessary professional qualification to provide the respective performance, or if, due to its financial situation, it cannot be expected that it will duly provide the respective performance, if it does not hold corresponding staff or technological capacity, or if the use of such subcontractor may, according to ALTRON, endanger the due performance of the Contract in another manner. This provision shall not affect other obligations of the Contractor arising from this Contract.
- XIII.2 The Contractor shall be liable for all performance provided under this Contract through subcontractors and other third persons in the same extent as if they provided such performance themselves.
- XIII.3 The Parties have agreed that, contrary to Section 2915 of the Civil Code, any damage caused by the Contractor, or them and a subcontractor, or them and a third party, or by combination of both, shall always be compensated by the Contractor.
- XIII.4 The Contractor shall provide for OHS of its staff and the compliance with FP and EP by its staff and by staff of their subcontractors, including their equipment with necessary FP resources. The Contractor and their subcontractors shall respect all OHS regulations and rules, including any rules and instructions given by ALTRON's authorized person in writing, throughout the term of this Contract. The Contractor shall be fully liable for breaching their obligations under this paragraph.

XIV. Form of Communication, Delivery, Notification Obligation

- XIV.1 The written form requirement shall apply to mutual legally binding communication of the Parties unless the nature of the matter or explicit agreement of the Parties implies otherwise. The written form requirement shall be considered fulfilled for actions between ALTRON and the Contractor even in cases of actions through facsimile, electronic mail or other means of remote communication which allow to capture the content of a legal action and determine the person making it. ALTRON shall be entitled to request any electronic data message being signed by a so-called advanced electronic signature or having its authenticity verified by other means accepted by ALTRON for the relevant case.
- XIV.2 All documents or any other deliveries eligible for mailing between the Parties may be delivered via mail, courier service or in any other similar manner. ALTRON shall send its deliveries to the address listed in the Contract as Contractor's registered office (place of residence), or to other address designated as a contact address by the Contractor in writing; the Contractor shall also be entitled to designate a contact person, at whose attention deliveries shall be addressed. Deliveries shall be considered delivered on the day of actual delivery, otherwise on the 3rd (third) working day after sending, if sent to the address in accordance with this provision. Messages sent by facsimile,

electronic mail or other suitable means of remote communication shall be considered delivered on the day of their sending to the number, or address designated by the recipient Party; time of sending shall be proven by a corresponding record from the means of transmission.

XIV.3 The Contractor shall notify ALTRON about any changes in the facts and information they provided, in particular any changes in the name and place of residence, or the name and registered office of the Contractor, changes in the composition of a statutory body or other changes concerning persons authorized to act on behalf of the Contractor, always in writing or other form expressly accepted by ALTRON, immediately after such change. The Contractor shall immediately notify ALTRON about all facts that may affect their further existence or their ability to fulfil their obligations arising from the Contract, particularly if the Contractor has gone bankrupt or their bankruptcy is imminent.

XV. Confidential Information Protection; Personal Data Processing

XV.1 All business, production or technical information of the other Party which have actual or at least potential material or non-material value, are not generally available in the relevant business circles and which were or will be communicated between ALTRON and the Contractor within negotiations on the Contract and subsequently in relation to the Contractual Relationship shall be considered confidential and ALTRON or the Contractor shall not use such information for any other purposes than for performance of the Contractual Relationship; any third person who knows the above information for the purposes of the Contract shall be bound by confidentiality obligations to at least the same extent. This obligation shall survive the termination of the Contractual Relationship. This provision shall not affect any other agreements or contracts concerning confidential information between ALTRON and the Contractor or any other obligations arising from respective legal provisions on business secrets, protection of information and other related issues. If the obligation of confidentiality is breached, the injured Party shall receive a contractual penalty in the amount stipulated in the Contract which corresponds to the value and importance of the obligation.

XV.2 ALTRON fulfils all obligations arising from Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR) towards data subjects whose personal data it transfers or otherwise discloses to the Contractor based on this Contract; it particularly holds a valid legal title to such transfer or other disclosure.

XVI. Force Majeure

XVI.1 Force majeure occurs as a result of unforeseeable and unavoidable events of exceptional nature beyond the control of a Party invoking force majeure which such Party could not foresee upon conclusion of the Contractual Relationship and which prevents it from fulfilling its obligations under the Contractual Relationship. Such events include wars, revolutions, large-scale fires, floods, transport embargoes. Force majeure shall not include faults of subcontractors unless occurring due to the above reasons. Force majeure events shall not include errors or omission on behalf of the Contractor. In particular, force majeure shall not include unforeseeable economical, financial

or currency changes or common business risks. The same shall apply to partial or complete failure to fulfil contractual obligations of the Parties if caused by force majeure events.

XVI.2 A Party who experienced a force majeure event shall inform the other Party in writing within 72 (seventy-two) hours after it becomes aware of its occurrence, as well as its end. Failure to meet these deadlines shall prevent the Party from invoking force majeure.

XVI.3 Performance deadlines shall be extended only by duration of force majeure effects after their end.

XVI.4 Should a force majeure event cause the performance of contractual obligations to be delayed by more than two months, the Parties shall negotiate and agree to either (i) postpone the performance deadline, or (ii) implement necessary measures before further performance, or (iii) terminate the Contractual Relationship and, in such case, settle all obligations arising from it within the deadlines valid for such Contractual Relationship. If the Parties fail to agree on further steps under points (i) or (ii), or to terminate the Contractual Relationship under point (iii), each of them shall be entitled to terminate the Contractual Relationship by withdrawal which shall be made without undue delay after the expiry of the above two-month period. Should the Parties fail to terminate the Contractual Relationship by agreement or by withdrawal, or to agree on further steps, it shall be deemed that the Contractual Relationship performance will continue after the effects of force majeure are over.

XVII. Suspension of Contractual Obligations by ALTRON

XVII.1 ALTRON shall be entitled to suspend the performance of its contractual obligations under the Contractual Relationship upon the establishment of its right to withdraw from the Contract under Art. XVIII. para. 3 of the General Terms. The right to suspend the performance of contractual obligations shall last until ALTRON's right to withdraw from the Contract ceases to exist, or until the effective date of the Contractual Relationship termination.

XVII.2 ALTRON shall not be in default if it suspends the performance of its obligations for a reason which is in accordance with the Contract or these General Terms.

XVIII. Termination of Contractual Relationship

XVIII.1 The Contract shall cease to exist

XVIII.1.1 upon the fulfilment of obligations arising from the Contract;

XVIII.1.2 upon expiry of the term of the Contract;

XVIII.1.3 by a written agreement;

XVIII.1.4 upon withdrawal of a Party.

XVIII.2 A Party may withdraw from the Contract only in cases agreed or stipulated by respective legal provision, the Contract or these General Terms. Notice of withdrawal from the Contract shall be in writing, include the reason of withdrawal and be served to the other Party.

XVIII.3 ALTRON shall be entitled to withdraw from the Contract in case of serious breach of the Contract by the Contractor. Withdrawal from the Contract shall not affect any claim for damages caused by

breach of the Contract or any claim for contractual penalty. After withdrawal from the Contract by any Party, the Contractor shall not be entitled to assign any of their claims towards ALTRON to a third person without a previous written consent of ALTRON. Such assignment shall be deemed invalid.

XVIII.4 Apart from cases under Section 2002 para. 1 of the Civil Code, the following shall be considered a serious breach of the Contract:

XVIII.4.1 gross or repeated poor performance of the Contractor;

XVIII.4.2 the Contractor's delay with performing the Work exceeding contractual deadlines, agreed execution schedule or deadlines agreed on control days by more than two weeks;

XVIII.4.3 execution of the Work or its part by Contractor's subcontractor not approved by ALTRON;

XVIII.4.4 use of submitted documents for other purposes than stipulated in the Contract or these General Terms or their provision to a third party without ALTRON knowing;

XVIII.4.5 breach of OHS, FP and EP regulations;

XVIII.4.6 arbitrary interruption of Work or performance of the Work in a manner which is clearly contrary to the agreed extent or performance deadline of the Work;

XVIII.4.7 breach of the prohibition to establish a lien under the Contract;

4.8 the Contractor breaches any licence conditions listed in Art. X of the General Terms.

XVIII.4.9 repeated breach of other provisions of the Contract or these General Terms.

XVIII.5 The Parties have expressly agreed to exclude the application of Section 2595 of the Civil Code, i.e. the Contractor may not withdraw from the Contract for Work due to ALTRON insisting on performance of the Work in accordance with obviously inappropriate instruction or by using obviously inappropriate item.

XVIII.6 Should the obligation to perform the work cease to exist in other manner than by its fulfilment, in particular by withdrawal from the Contract, ALTRON shall pay to the Contractor only for ALTRON's proven enrichment by production of the item. The value of such enrichment shall be calculated based on unit prices under the Contract and the volume of actually delivered performance by the Contractor until withdrawal, which shall not exceed the agreed Price of the Work. Any performance which the Contractor already received from ALTRON shall always be set off against such enrichment in the extent these two values overlap. If there is a positive balance, the Contractor shall return such performance to ALTRON without undue delay.

XVIII.7 Under the express agreement of the parties, no claims for contractual penalties, price discounts, provisions securing debt, provisions concerning liability for defects of the work, including a guarantee for quality, liability for damage and non-material damage, and the Contractor's obligations not to transfer or delegate their contractual claims to a third party shall not cease to exist in the event of termination of the legal effects of the Contract based on withdrawal from the Contract, unless approved in writing by ALTRON, and no licence and related obligations shall cease to exist. In case of withdrawal from the Contract, ALTRON shall also be entitled to set off any outstanding or immature claims towards the Contractor against any Contractor's outstanding or immature claims, i.e. the set off option shall apply to any claims arising from unjustified enrichment.

XVIII.8 Should the obligation to perform the work cease to exist in other manner than by its fulfilment, (i) ALTRON shall become the owner of all material, products, project documentation and other items which the Contractor delivered to the site or for construction and which should and may have been used to due performance of the Work by the Contractor and (ii) ALTRON shall be entitled to use, for regular price, any temporary constructions, equipment etc. delivered by the Contractor which the Contractor used or should have used for execution of the Work, unless ALTRON decides immediately otherwise and inform the Contractor accordingly. Other conditions of such use shall be agreed between the Parties in writing; if they fail to do so, such use shall expire upon delivery the ALTRON's call to take over the items used to the Contractor.

XVIII.9 The Contractual Relationship between ALTRON and the Contractor shall not cease to exist upon dissolution or death of the Contractor. Rights and obligations arising from the Contractual Relationship shall transfer to the Contractor's legal successor.

XVIII.10 Once the Contractual Relationship is terminated, the Contractor shall immediately cease all work on the subject of performance, clean the place of performance of the Work and remove all of their assembly or other equipment.

XIX. Penalties

XIX.1 Contractual penalties stipulated in the Contract were agreed for the non-fulfilment of contractual obligations by the Contractor.

XIX.2 Payment of a contractual penalty shall not affect the right to claim full damages in the amount exceeding the amount of the contractual penalty.

XIX.3 The right of ALTRON to request the payment of full damages suffered by ALTRON due to the breach of any contractual obligation covered by a contractual penalty under the Contract or these General Terms shall not be affected by payment of such contractual penalty.