

General terms and conditions of ZOK – system s.r.o., effective from 1 March 2022

I. Subject of Performance

1. On the basis of the terms and conditions set out in the GTC, the Supplier, ZOK - system s.r.o. (hereinafter referred to as the "Supplier"), undertakes to sell goods, services, products, design solutions or concepts (hereinafter referred to as the "Subject of Performance") to the Customer, the contractual partner of ZOK - system s.r.o. (hereinafter referred to as the "Customer"), and to transfer the ownership right to the Subject of Performance to the Customer and the Customer undertakes to accept the Subject of Performance and to pay the purchase price.

2. The Supplier concludes specific purchase contracts, work contracts, service contracts and other similar contracts with its customers. By entering into such specific written contract or by mutual confirmation of the order between the Customer and the Supplier, the Customer accepts these GTC in full and these GTC in their current wording become an integral part of such specific written contracts.

3. These GTC govern the conclusion and the rights and obligations arising from the framework contracts referred to in Article 1.2, which will be concluded on the basis of the GTC. The relationship between the Supplier and the Customer shall be governed by these GTC, which are binding on both parties, unless otherwise expressly stated in a specific contract. The GTC in their current wording form the content of the specific purchase contract or are an integral part thereof. The current version of the GTC is attached to the order confirmation and are also listed on the website of ZOK - system s.r.o., and by submitting the order the other party confirms acceptance of these GTC.

4. The Customer declares that its financial situation is good and that it is prepared to fulfil its obligations under this Master Purchase Agreement. The Customer declares that there are no enforcement proceedings or insolvency proceedings against it, that it is not bankrupt and that there are no facts that could jeopardise its ability to pay the agreed purchase price.

II. Concluding Purchase Contracts

1. Framework purchase contracts concluded under these GTC (hereinafter referred to as the "Framework Contract") are governed by the relevant provisions of these GTC. Should there be any conflict between these GTC and the Framework Contract, the Framework Contract shall prevail. By placing an order, the Customer confirms that it has been duly and fully acquainted with these GTC and further confirms that it accepts these GTC in full for contractual relations with the Supplier. From the moment of placing the order, the Customer is bound by its content and is fully responsible for the accuracy and completeness of all data provided in the order, including, among other things, its contact details. If the order does not contain all the necessary information, the Supplier is not obliged to respond to such order, but may accept it as proper. By sending the order, the Customer accepts the price for delivery of the

Subject of Performance, as well as the price of packing and the price of transport to the place of delivery.

2. On the basis of the GTC, the Supplier undertakes to deliver the movable items, works, products or services to be specified in the framework contracts to the Customer and to transfer the ownership right to these items to the Customer and the Customer undertakes to pay the Supplier the purchase price for the goods. The framework contract will contain the following information:

- specifications of the goods and their quantity,
- date of goods collection, which will not precede 10 working days from the date of delivery of the order.

3. The framework contract is concluded when the Supplier receives a written order or by data box and the Supplier confirms the order.

4. A change to a specific order shall be deemed to be a new specific order unless otherwise agreed in writing between the Supplier and the Customer.

III. Purchase price

1. The purchase price for the goods will be determined in a framework purchase contract. The Customer undertakes to pay the Supplier the purchase price plus VAT in accordance with applicable law.

2. In the event of default by the Customer in payment of any payment, the Supplier shall not be obliged to proceed with the supply of any goods and shall not be in default in the supply thereof. The time for delivery of the goods shall be extended by the period of the Customer's delay in payment.

3. The Customer is obliged to pay the agreed price of the goods on the agreed due date even if the goods have minor defects and imperfections that do not prevent the normal and safe use of the goods. Such goods shall be deemed to have been duly delivered.

IV. Delivery of goods

1. The Customer is obliged to collect the goods at Mlýnská 3887, Havlíčkův Brod, 580 01 (hereinafter referred to as the "place of delivery") on the day of delivery or at the exact time of delivery specified in the framework contract, unless otherwise agreed in writing. If the Customer does not take the goods from the Supplier for reasons on its side within the period specified in the framework purchase contract, even at the Supplier's request, the Customer is obliged to pay for the goods as if it had already taken delivery of them. The Customer is obliged to ensure that any persons who will take over the goods on behalf of the Customer are duly authorised to do so.

2. Transportation to the place of agreed delivery of the goods is provided by the Customer, unless otherwise agreed. The cost of transporting the goods to the place of delivery shall be borne by the Customer and such costs shall not be included in the price of the goods unless otherwise agreed in writing by the parties.

3. If, under a particular contract, the place of performance of the contract will be at the

Customer or at a place specified by the Customer and if the contract includes an obligation of the Supplier to perform the particular contract and to assemble the Subject of Performance of such particular contract, the Supplier's obligation to perform the particular contract shall be fulfilled by performing the assembly at the place agreed in the particular contract. The place of handover in such a case shall be the place of assembly of such Subject of Performance of the specific contract. For the proper execution of the assembly at the place of such assembly, the Customer shall provide, at its own expense, sufficient space for the free parking of the Supplier's vehicles. The Client shall also be responsible for the readiness and suitability of the site for the performance of the contract and for obtaining the public approvals or permits necessary for the execution of the contract, provided that the Client shall ensure, at its own expense and responsibility, in particular, access to the water supply, 220 V electrical connection, sanitary facilities (toilet) for the assembly workers, undisturbed performance of the contract and, after the completion of the performance of the contract, cleaning and restoration of the site to working order.

4. The Customer is obliged to provide the Supplier and its subcontractors, if any, with all necessary cooperation for the proper performance of the specific order.

5. The Customer shall be obliged to take over from the Supplier the Subject of Performance of a specific order at the place of handover agreed in the specific contract at the same time as the Supplier hands over such Subject of Performance of a specific order. A written handover report, or written delivery note, shall be drawn up and signed by authorised representatives of the Supplier and the Customer in two copies, with the Customer and the Supplier receiving one copy bearing the handwritten signatures of these persons. From the moment of handing over the Subject of Performance of a specific order by the Supplier or from the moment when the Supplier allows the Customer to handle the Subject of Performance of a specific order at the place of handing over, the risk of damage to such Subject of Performance of a specific order shall be borne by the Customer to the full extent.

6. The Customer undertakes to pay the Supplier a contractual penalty of 0.1% of the purchase price of the goods, excluding VAT, for each day of delay in the event of delay in taking delivery of the goods, i.e., in the event that all or part of the goods are not taken from the Supplier by the deadline specified in the framework purchase contract. In this case, the Customer shall also pay to the Contractor the cost of storage of the goods at the normal price.

7. The Customer shall acquire the ownership right to the goods delivered by paying the purchase price to the full extent.

8. The goods are transported at the risk and expense of the Customer.

V. Defects of Goods and Complaints

1. For all goods, unless a longer warranty period is indicated by the warranty certificate provided with the goods, the Supplier shall

provide a quality guarantee of 12 months from the date of delivery of the goods. The warranty shall not apply to defects caused by normal wear and tear.

2. The above warranty covers all possible hidden defects of the Subject of Performance of the specific contract, i.e., defects that could not be detected during a proper and complete inspection. Supplier's liability for defects of the Subject of performance of a specific order, which are covered by the above warranty, shall not arise if such defects were caused after the risk of damage to the Subject of Performance of a specific order has passed to the Customer as specified in these GTC by external events and the occurrence of such defects was not caused by the Supplier. The Supplier further declares that the aforementioned warranty only applies to all individual elements of the Subject of Performance of the specific order on the condition that they are not moved to a different location than the original location of the performance of the specific order and that the relevant element will not be modified, interfered with or mechanically or otherwise damaged by the Customer or other third parties. The Supplier's liability for defects in the Subject of Performance of a specific order covered by the above warranty shall not arise if the Customer or any other third party does not properly follow the relevant instructions and manuals for the use and maintenance of all individual elements of the Subject of Performance of a specific order.

3. The Customer is required to inspect the goods as soon as possible after the transfer of the liability for damage to the goods and check the properties and quantity of the goods. The Supplier shall only be liable for any defects in the Subject of Performance of a particular contract at the time of its handover, as well as for any defects that become apparent during the relevant warranty period.

4. If the Customer discovers any defects in the Subject of Performance of the order during their inspection of the order, the Customer shall be obliged to specify any such defects in writing in the handover report or in the delivery note immediately upon handover of the Subject of Performance of the particular order. If the Customer fails to fulfil any of its obligations set out in this Article, the Supplier shall not be liable for any defects in the Subject of Performance of a particular order that have not been identified in writing by the Customer in the said handover report or delivery note and that could have been detected during a proper and complete inspection upon handover of the Subject of Performance of the order.

5. The provisions of Sections 2108 and 2119 of Act No. 89/2012 Coll., the Civil Code, do not apply to a framework contract.

VI. Payment Conditions

1. The Customer undertakes to pay the agreed purchase price within the agreed due date, based on the Supplier's invoice.

2. If the Customer does not take the goods from the supplier for reasons on its side within the period specified in the framework purchase contract, even at the Supplier's request, the Customer is obliged to pay for

the goods as if it had already taken delivery of them. The Supplier's invoices will be due 15 days from the date of their dispatch to the Customer, or when the Supplier's obligation under Article 4.5 of these GTC to perform a specific order is fulfilled.

3. If the Customer fails to pay any amount under this contract, a contractual penalty of 0.1% from the due amount for each day of delay must be paid by the Customer to the Supplier.

VII. Protection of Classified Information and Trade Secrets, Intellectual Property

1. The parties mutually undertake to protect and keep confidential from third parties any confidential information and facts constituting a trade secret that are exchanged by the parties as a result of this contract or in regular trading. A trade secret covers all the facts and information of a business, production or technical nature as well as research and development related to the parties that have a real or potential material or non-material value, unless they are easily commonly available in relevant business circles, or are in the public domain, and are to be kept confidential according to the will of the parties.

2. The obligation to protect confidentiality lasts for the duration of the facts constituting a trade secret and confidential information. If the parties exchange information in trading that qualifies as a trade secret or is designated as confidential, the receiving party may not disclose such information to a third party or use it contrary to the purpose of such information for such receiving party needs.

3. In the event that the Subject of Performance of a specific order contains in any objectively perceivable form the result of the Supplier's activity that is protected by intellectual property rights, the Customer acknowledges that the Supplier is from the beginning, or will continue to be the unlimited exclusive owner and executor of all intellectual property rights contained in such Subject of Performance of a specific order, in particular copyright, industrial property rights and other intellectual property rights. In such a case, the Supplier is entitled to exercise in its own name and on its own account all property rights to the copyright work, as well as all other intellectual property rights to such result of activity contained in such Subject of Performance of the specific contract, all without any restrictions on all uses.

4. The Customer further acknowledges that the Supplier shall be entitled to use information about the fact that it has performed a specific order for the client, the client's identification data, as well as other information about the business cooperation with the Customer, in its presentation, in its references, in PR and other similar activities, even after the business cooperation with the Customer has ended and without the Customer being entitled to payment of any price for the exercise of these authorisations by the Supplier.

VIII. Final Provisions

1. This contract can only be amended by written amendments, which will be numbered in ascending order and signed by authorised

representatives of the parties.

2. The parties declare that the present Contract has been concluded in accordance with their true and free will, seriously and comprehensively, not in distress or under conspicuously unfavourable conditions, and that they approve of its content, in witness whereof they append their signatures below.

3. The parties are obliged to communicate in priority by email or data box.

4. Further, the Customer confirms that they assume the liability for change in circumstances within the meaning of Section 1765(2) of Act No. 89/2012 Coll., the Civil Code.

5. These GTC are governed by Czech law and the jurisdiction of Czech courts is agreed.

6. The parties agree, in accordance with the provisions of Section 89a of Act No. 99/1963 Coll., the Civil Procedure Code, as amended, that for disputes arising as a result of a breach of these GTC or a framework purchase contract concluded on the basis of these GTC or in connection with business relationships arising on the basis of these GTC or a framework purchase contract concluded on the basis of these GTC, the Prague Municipal Court shall have territorial jurisdiction if the Regional Court has subject matter jurisdiction, and the District Court for Prague 4 if the District Court has subject matter jurisdiction. This does not apply if exclusive territorial jurisdiction is given.