



GENERAL TERMS AND CONDITIONS AND PURCHASING TERMS

English translation of the Czech original

Cermitech, spol. s r.o.

Company ID No.: 065 76 176

with its registered office at Kamenická 471, Liberec XXV-Vesec, 463 12 Liberec

registered in the Commercial Register

maintained by the Regional Court in Ústí nad Labem under file no. C 40564

(hereinafter referred to as "Cermitech")

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GENERAL TERMS AND CONDITIONS

1. Foreword

- 1.1. This document contains the General Terms and Conditions of Cermitech (hereinafter the "GTC") and the Purchasing Terms of Cermitech (hereinafter the "Purchasing Terms"). The GTC apply exclusively to cases in which Cermitech acts as the provider of performance, while the Purchasing Terms apply exclusively to cases in which Cermitech acts as the customer of performance. In the event of a conflict between the parts of this document, the part corresponding to Cermitech's position in the given legal relationship shall apply.
- 1.2. These GTC of Cermitech regulate, in accordance with Section 1751 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the "Civil Code"), the mutual rights and obligations of the contracting parties arising from legal relationships between Cermitech and the customer established by a contract for work, a contract for the provision of services, or any other similar obligational relationship, the subject of which is the delivery of a work, works, products, services, or other similar performance (hereinafter the "Contract").
- 1.3. These GTC apply on a subsidiary basis, i.e. they govern the rights and obligations of the contracting parties that are not expressly regulated between the contracting parties in individual contracts or, as applicable, confirmed orders. In the event of deviating arrangements in the Contract, the contractual arrangements shall take precedence over these GTC.
- 1.4. The application of the customer's general terms and conditions, even if attached to the order, is not permissible unless the contracting parties expressly agree so in writing.

2. Pre-contractual Negotiations, Subject Matter of the Contract, Conclusion of the Contract

- 2.1. Pre-contractual negotiations and all documents provided prior to the conclusion of the Contract, which took place between the contracting parties before the conclusion of the Contract, are not legally binding. Samples, demonstrations, presentations on Cermitech's website, etc. are for informational purposes only. Section 1732(2) of the Civil Code shall not apply.
- 2.2. The subject matter of the Contract is Cermitech's obligation to carry out, under the conditions agreed in the Contract, the performance specified by the Contract (or, as applicable, by the confirmed order), and the customer's corresponding obligation to accept the performance and pay Cermitech the agreed price.
- 2.3. Based on the customer's inquiry, Cermitech shall prepare and send the customer a written offer stating a detailed specification and definition of the subject matter of performance, the

basic contractual terms, the price of the performance, and, where applicable, the period of validity of the offer, if Cermitech intends to limit it in time.

- 2.4. The customer shall subsequently confirm to Cermitech its acceptance of the offer by sending a written order, which constitutes the customer's binding proposal to conclude the Contract to the extent set out in the offer. The order must contain the customer's and Cermitech's business name, Company ID No., and, where applicable, VAT ID No. and registered office, the contact person of the customer authorized to act on the customer's behalf, and an unambiguous identification of the subject matter of performance by express reference to Cermitech's offer (in particular by stating the number and date of the offer), and must be sent to Cermitech within the period of validity of the offer, if such a period was set by Cermitech. The order must be delivered to Cermitech electronically by e-mail or in writing.
- 2.5. Cermitech shall confirm to the customer its acceptance of the order and the conclusion of the Contract by issuing a job order sheet (order confirmation). The Contract is concluded at the moment Cermitech confirms the order, i.e. at the moment the job order sheet is delivered to the customer (delivery by e-mail is sufficient), or at the moment Cermitech begins performance in accordance with the offer following delivery of the customer's written order.
- 2.6. If the customer does not send Cermitech an order within the period of validity of the offer, or within 14 days of delivery of the offer if no period of validity was set by Cermitech, Cermitech's proposal to conclude a Contract with the content stated in the offer shall lapse. A late order sent to Cermitech shall have the effect of timely acceptance of the offer only if Cermitech confirms to the customer, within a reasonable period, the conclusion of the Contract with the content of the offer. If the customer remains interested in concluding the Contract after the offer has expired, Cermitech may issue an updated offer.
- 2.7. If the customer's order contains any additions, changes, modifications, restrictions, or reservations regarding the subject matter of performance as compared to Cermitech's offer, on which the customer conditions its confirmation of the offer, this shall be deemed a rejection of the offer and a new proposal to conclude a contract. The Contract is concluded solely on condition that Cermitech expressly (in writing) accepts such additions, changes, modifications, restrictions, or reservations; otherwise the Contract shall not come into existence.
- 2.8. Any change to the order, in particular in relation to its scope, functionalities, technical parameters, delivery date, or other material particulars, is subject to the prior written consent of Cermitech.

Unless the Contract expressly provides otherwise, the Contract shall be deemed to have been concluded between entrepreneurs in the course of their business activities.

3. Price and payment terms

- 3.1. The price for the subject matter of performance under the Contract shall be determined by agreement of the contracting parties. The amount of the price is stated in Cermitech's offer and is confirmed by the customer by sending the order. VAT at the rate applicable under the relevant legal regulations shall be added to the price. The Contract also stipulates the price of other related work and services or costs of Cermitech connected with the subject matter of performance (e.g. assembly, installation, travel expenses, etc.).
- 3.2. The price under the preceding paragraph shall apply provided that, after conclusion of the Contract, no changes occur to the documents or requirements of the customer. In the event of such changes or requirements, the price may be adjusted.
- 3.3. Cermitech is entitled to unilaterally increase the above price during the course of performance if the prices of production costs, purchased components, or other inputs necessary for the performance (hereinafter "Costs and Inputs") change during the performance by more than 5% compared to their price at the time the offer was prepared and accepted. Cermitech is entitled to increase the price proportionally to such price changes in the individual costs and inputs necessary for carrying out the performance. Cermitech undertakes to notify the customer in writing of any increase in the price of costs and inputs, as well as of any increase in the price of the performance, without undue delay after becoming aware of it. For the purposes of the price adjustment clause, Costs and Inputs shall mean, in particular, purchased and manufactured components and services, unless otherwise stated in the offer.
- 3.4. The customer is obliged, upon Cermitech's request after conclusion of the Contract, to provide Cermitech with an advance payment on the price of the performance in the amount requested by Cermitech. The amount of the advance payment is usually agreed (stated) in Cermitech's offer and generally amounts to 30% to 50% of the budgeted price, unless otherwise agreed in the Contract. The advance payment is due on the basis of an advance invoice issued by Cermitech with a due date of 30 days from the date of its issuance. Cermitech is not obliged to commence performance under the Contract before the customer pays the advance payment.
- 3.5. Payments of the price shall be invoiced on an ongoing basis in connection with the fulfilment of the stages of performance or milestones agreed in the Contract, on the basis of advance invoices issued by Cermitech, which shall contain all particulars of a tax document for VAT purposes, and a final invoice containing all particulars of a tax document for VAT purposes. Unless otherwise agreed between the parties, the due date of any payment invoiced shall be 30 days from the date of its issuance.
- 3.6. The date of the taxable supply shall, in accordance with the VAT Act, be deemed to be the day of acceptance of the work or its partial part under the contract for work, i.e. the date of the customer's confirmation of the work report, or, as applicable, confirmation of the handover of the work.

- 3.7. The price shall be paid by non-cash transfer to Cermitech's bank account stated on the invoice. A payment is deemed to have been made on the day the relevant amount is credited to Cermitech's account.
- 3.8. In the event of the customer's delay in paying the price of the performance, the customer is obliged to pay Cermitech a contractual penalty of 0.05% of the outstanding amount for each day of the customer's delay, even if only commenced. This provision shall not affect Cermitech's right to full compensation for damage.
- 3.9. In the event of the customer's delay in paying the price or part of the price of the performance based on a due advance invoice or, as applicable, a proper invoice, Cermitech is entitled, at its discretion, to suspend performance under the concluded Contract, and Cermitech is simultaneously entitled, after prior notice, to suspend the provision of software, licenses, and related services, in particular to restrict or disable access to the software or cloud functions, until such time as the due invoice or part thereof is paid in full. The agreed performance date shall be extended by the period of such suspension of performance by Cermitech. If the customer, without good reason, fails to sign the handover protocol or fails to raise defects within 10 business days of the request for acceptance, the performance shall be deemed accepted.
- 3.10. The customer is not entitled to suspend, set off, or otherwise withhold payments due to Cermitech on the grounds of the existence of minor defects or incomplete items of the work. This shall not affect the customer's right to demand their remedy in accordance with the Contract.
- 3.11. The customer is not entitled to unilaterally set off any of its receivables against Cermitech without Cermitech's prior written consent.

4. Performance, Cooperation, Force Majeure

- 4.1. Cermitech is obliged to carry out the agreed performance with the necessary care within the agreed time and proceeds independently in the performance. Instructions of the customer regarding the manner of performance of the Contract shall be binding on Cermitech only if expressly agreed in the Contract.
- 4.2. Cermitech is entitled to entrust the performance, or part thereof, to a third party (subcontractor). Cermitech is liable for the activity of the subcontractor as if it had carried out such activity itself.
- 4.3. The customer is obliged to provide Cermitech with all-round cooperation necessary for the proper performance of the Contract, in particular to provide Cermitech with all necessary documentation, information, explanations, data backups, and source data, to allow access to the place of performance, to ensure adequate technical support, in particular in the field of mechanical and electrical equipment, and to ensure coordination of related activities, etc. The

customer is responsible for the timely delivery and quality and content of both physical and electronic materials. The customer is responsible for ensuring that the materials handed over are free of legal defects and free of any third-party rights. The customer guarantees compliance with the applicable legislation of the Czech Republic and the EU in relation to the materials, data, or other subject matter of copyright or other intellectual property rights. If the customer provides Cermitech with physical or electronic materials the use of which results in infringement of third-party rights, in particular intellectual property rights, the customer is obliged to compensate Cermitech for any harm, including the costs of legal representation and the costs of court or administrative proceedings, incurred by Cermitech in connection with such infringement.

- 4.4. The contracting parties undertake to inform the other contracting party of all facts that are or could be relevant to the proper performance of this Contract.
- 4.5. The performance date is stated in Cermitech's offer at least as an approximation. The Contract usually specifies the individual stages of the agreed activities and performance under the Contract and the individual milestones for the ongoing payment of the price.
- 4.6. Cermitech's performance date shall be extended by the period of the customer's delay in paying the advance payment on the price, by the period of the customer's delay in paying part of the price invoiced under the Contract on the basis of a proper invoice, or by the period of the customer's delay in providing the necessary cooperation. During the period of the customer's delay in fulfilling its obligation, Cermitech shall not be in delay with the performance of its obligations under the Contract and is entitled to suspend performance under the concluded Contract.
- 4.7. The parties shall not be liable for delay in performance or for non-performance of an obligation, or for damage, if such delay or non-performance was caused by force majeure or by objective circumstances excluding their liability. Such circumstances shall in particular be deemed to include: war, strike, declaration of a state of emergency, civil unrest, terrorist acts or the threat thereof, decisions or measures of state administration, self-government, or courts, natural disasters including snow calamities, floods and fires, impassable roads or restrictions on passability, an accident preventing or hindering the fulfilment of the parties' obligations, a prolonged interruption of the supply of electricity, water, or gas (lasting more than 24 hours), a serious failure of key equipment that could not reasonably have been foreseen or averted, a technology outage including hardware or software failures of computers, including those caused by viruses, hacker attacks, or software updates, or other unforeseeable, unavoidable, and blameless events significantly limiting or excluding the fulfilment of a contracting party's obligations. The parties undertake to immediately inform the other contracting party of the occurrence of such circumstances.

- 4.8. Cermitech shall provide the agreed subject matter of performance at its registered office, or at the customer's registered office, or at another agreed location. If transport forms part of the subject matter of performance, the price of transport shall always be stated in the offer.
- 4.9. A written protocol or record shall be drawn up on the handover and acceptance of the subject matter of performance, or its individual agreed stages, signed by both contracting parties, or, as applicable, their authorized representatives. If the customer refuses to accept the performance, it shall state in the protocol or record the reasons for refusing to accept the performance, including any defects and incomplete items. The contracting parties shall agree on a date for the removal of any defects and incomplete items. The customer is obliged to accept performance exhibiting only minor defects and incomplete items which, by themselves or in conjunction with others, do not prevent the proper use of the subject matter of performance and do not materially restrict its use. If the customer refuses to accept the subject matter of performance without a valid reason, or fails to provide the necessary cooperation for its acceptance, the subject matter of performance shall be deemed to have been duly handed over and accepted on the third business day after the day that was notified to the customer in advance as the handover date.

5. Retention of Title, Transfer of Risk of Damage to the Item, License

- 5.1. Title to the subject matter of performance which, under the Contract, is to become the customer's property, shall pass to the customer only upon full payment of the agreed price of the relevant subject matter of performance.
- 5.2. The risk of damage to the subject matter of performance shall be borne by Cermitech during the performance of the Contract and shall pass to the customer at the moment of handover and acceptance of the subject matter of performance.
- 5.3. If, as part of the performance, Cermitech provides the customer with a work that is the result of Cermitech's activity and has the nature of copyright and/or industrial property rights as the result of Cermitech's technical creative activity within the meaning of the relevant legislation, Cermitech undertakes to grant the customer a non-exclusive license, territorially limited to the extent agreed in writing by the contracting parties, non-transferable, and unlimited in time, to use the subject matter of performance, effective from the moment of handover and acceptance of the performance and the date of full payment of the price agreed under the Contract. If the territorial scope of the license is not expressly agreed in this manner, the license shall be deemed limited to the territory of the Czech Republic. On the basis of the non-exclusive license, the customer is entitled to use the work as follows:
 - 5.3.1. to use the subject matter of performance in accordance with the conditions set out in the Contract and the license terms;

- 5.3.2. to make copies of such subject matter of performance solely for archiving or backup purposes. The customer is obliged to secure the copy against loss and theft or other unauthorized manipulation, and must mark it with all copyright notices and markings;
- 5.3.3. to hand over, assign, sell, lease, or otherwise provide the subject matter of performance to a third party or to another entity within the group, only on the basis of Cermitech's prior written consent, unless the subject matter of performance is expressly designated, under the contractual arrangement of the parties, for provision to a third party or to another entity within the group. In the event of breach of this obligation, the customer is obliged to pay Cermitech a contractual penalty of CZK 250,000 for each individual breach. This shall not affect Cermitech's right to compensation for damage.
- 5.4. Given that Cermitech grants the customer a non-exclusive license to the performance provided, all copyright and/or industrial property rights of Cermitech to the subject matter of performance shall remain preserved.
- 5.5. The license fee for the grant of the license under clause 5.3 is included in the price of the performance.
- 5.6. Unless expressly agreed otherwise in the Contract, the delivery shall in particular not include source data, source code, CAD documentation, project files, drawings, models, or other original, initial, or editable materials created by Cermitech in connection with performance of the Contract. Such materials shall remain the exclusive property of Cermitech, and all rights thereto, including intellectual property rights, belong to Cermitech. The customer does not acquire any ownership right, license, or other right of use to such materials, unless expressly stipulated otherwise in the Contract or in a separate written agreement.
- 5.7. Cermitech warrants that the performance delivered to the customer under the Contract, when used in accordance with the Contract and its intended purpose, does not unlawfully infringe the intellectual property rights of third parties. Cermitech's liability on this account is subject to the limitations and exclusions of liability set out in clause 8.4.
- 5.8. If a license or software of a third party forms part of the performance, its use shall be governed by the license terms of the relevant provider. The customer is obliged to comply with such terms.

6. Warranty for Quality, Liability for Defects, Limitation of Warranty

- 6.1. Cermitech undertakes that the subject matter of performance shall, for the specified warranty period, meet the specifications set out in the user and technical documentation, or, as applicable, the specifications set out in the Contract. Cermitech is liable for defects that the subject matter of performance has at the time of its handover and acceptance, and for defects that arise during the warranty period.

- 6.2. Cermitech provides a warranty on the equipment for a period of 12 months from the date of its handover, unless the Contract, the technical documentation, or the manufacturer's warranty terms for the individual components provide otherwise. For parts purchased from third parties, the warranty is governed by the manufacturer's warranty terms.
- 6.3. The customer is obliged to assert with Cermitech, in writing, including by e-mail or through the remote access application, all defects covered by the warranty, without undue delay after the defect manifests itself. The customer shall state how the defect manifests itself; reported defects must be sufficiently specified.
- 6.4. Cermitech must commence work to remedy a reported defect covered by the warranty without undue delay. If, given the nature of the defect complained of, immediate remedy is not possible, Cermitech shall notify the customer of the anticipated date and manner of remedying the defect.
- 6.5. Cermitech is not obliged to carry out warranty repairs for the period during which the customer is in delay in paying the price of the performance or any part thereof.
- 6.6. If the customer requests Cermitech to remedy or resolve a defect not covered by the warranty, the parties shall proceed in accordance with Article 7 of these GTC.
- 6.7. Cermitech shall bear no liability for defects and errors, and the warranty stated in clause 6.2 of this Article shall not apply to defects and errors arising as a result of normal wear and tear of the equipment and its parts, nor to the maintenance and adjustment of the equipment, caused by:
 - 6.7.1. use of the subject matter of performance in breach of the supplied user or technical documentation;
 - 6.7.2. unskilled or unauthorized intervention or improper use of the performance by the customer or any third party permitted by the customer to use it;
 - 6.7.3. modification of, or any other intervention in, the performance provided without Cermitech's prior consent;
 - 6.7.4. modification of the software in breach of the terms of the Contract or applicable legislation, or use of the software in an unsupported operating or database environment without Cermitech's consent;
 - 6.7.5. the effect of computer viruses;
 - 6.7.6. the customer's neglect of prescribed maintenance, operation, handling, or servicing;
 - 6.7.7. physical damage, weather effects, unavoidable events (fire, water), lightning, or electrostatic discharge.
- 6.8. No warranty for quality is provided in respect of the software; this shall not affect the Cermitech's liability for defects in the software existing at the time of its handover. Minor

deviations from the technical specification, or errors that do not have a material effect on the functionality, safety, or the software's ability to fulfil the purpose agreed in the Contract, shall not be considered a defect of the software.

- 6.9. Rights arising from defective performance must be asserted no later than 30 days from discovery of the defect.
- 6.10. The manner of remedying a defect shall be decided by the Cermitech, having regard to the nature of the defect and the legitimate interests of the Customer.
- 6.11. Cermitech is liable only for compatibility of the performance expressly agreed. Any other compatibility, interoperability, or functionality beyond the expressly agreed parameters shall not be deemed a characteristic of the performance, and Cermitech shall bear no liability for it.

7. Service

- 7.1. Service services are provided on the basis of an order for service services made by the customer through communication channels designated by Cermitech (in particular by e-mail, the service portal, or another designated system).
- 7.2. An order for service services must contain at least the identification of the equipment or system, a description of the intervention requested, and the contact details of the customer's responsible person.
- 7.3. The provision of service services is subject to acceptance by Cermitech. The obligation to provide service services is concluded at the moment Cermitech confirms the order for service services. Without such acceptance, Cermitech has no obligation to provide the service services or to begin resolving them.
- 7.4. Unless a separate service level agreement (SLA) is agreed between the contracting parties, Cermitech shall provide service services according to its current operational, technical, and personnel capacities, with no response times or deadlines for remedying a fault being guaranteed.
- 7.5. The customer is obliged to pay Cermitech the agreed remuneration for the service services provided, as well as all reasonably incurred costs arising in connection with the provision of the service services. Such costs include, in particular, transportation costs and travel allowances of Cermitech's staff, accommodation and meal costs, transport costs for equipment, spare parts, and materials, and the cost of materials and spare parts used.
- 7.6. Unless expressly agreed otherwise between the parties, the customer shall also pay for the time spent by Cermitech's staff travelling to and from the place where the service services are provided, in accordance with Cermitech's current price list.
- 7.7. Post-warranty, out-of-warranty, or otherwise unpaid service services are provided at the prices under Cermitech's current service price list, unless otherwise agreed.

Cermitech is entitled to refuse or suspend the provision of service services, in particular in the event of the customer's delay in paying any due receivable owed to Cermitech.

8. Compensation for Damage

- 8.1. The contracting parties bear liability for damage caused within the scope of applicable legal regulations and the Contract. The contracting parties undertake to make every effort to prevent damage and to avert or minimize it.
- 8.2. Cermitech is not liable for damage arising as a result of incorrect or otherwise erroneous instructions received from the customer. The customer is obliged to continuously and regularly back up all data, program files, and other information related to the use of the performance. Cermitech is not liable for damage caused by loss, damage, or unavailability of data.
- 8.3. The contracting parties shall not be liable for breach of obligations caused by circumstances of force majeure under Article 4 of these GTC.
- 8.4. Cermitech's total obligation to compensate for damage arising in connection with a given Contract shall not exceed the amount corresponding to the price of the performance under the relevant Contract. Cermitech is not liable for lost profit, loss of production, loss of data, loss of business opportunities, or for any consequential or indirect damage.

9. Withdrawal from the Contract

- 9.1. Cermitech is entitled to withdraw from the Contract if:
 - 9.1.1. the customer fails to pay the requested advance payment on the price within 30 days of the date of issuance of the advance invoice;
 - 9.1.2. the customer fails to pay the agreed price, or part thereof, or other payments within 30 days of the due date of the advance invoice;
 - 9.1.3. the customer materially breaches any of its other obligations arising from the Contract or from legal regulations, whereby a material breach of obligations shall in particular be deemed to include (i) repeated failure to provide Cermitech with cooperation, or (ii) a subsequent change to the specification of the performance;
 - 9.1.4. insolvency proceedings have been initiated in respect of the customer within the meaning of Act No. 182/2006 Coll., on Insolvency and the Manner of Its Resolution (the Insolvency Act), as amended.
- 9.2. Withdrawal from the Contract shall not affect Cermitech's right to payment of contractual penalties, nor its right to compensation for any material or non-material harm arising as a result of the customer's breach of its obligations. The customer is entitled to withdraw from

the Contract if Cermitech fails to complete the performance even within 60 days of the expiry of the agreed performance date, provided that the delay is not caused by the customer.

- 9.3. Withdrawal from the Contract must be made in writing and must be delivered to the data box of the other contracting party. The effects of withdrawal shall take effect on the tenth day after delivery to the data box. In the event of withdrawal from the Contract, the customer is obliged to act in accordance with Cermitech's instructions stated in the written notice of withdrawal, and in particular is obliged to promptly return to Cermitech all items, materials, or information received on the basis of performance of the Contract.
- 9.4. The customer is not entitled to assign the Contract or any receivables under the Contract without Cermitech's prior written consent.

10. Protection of Know-How, Protection of Confidential Information

- 10.1. The contracting parties undertake to ensure the confidentiality of confidential information obtained, i.e. information relating to the Contract and its performance, information relating to the contracting parties – in particular trade secrets, information about their activities, know-how, or information subject to a special confidentiality regime under legal regulations, as well as information designated as confidential by the other contracting party (hereinafter "Confidential Information") – in the manner customarily used for keeping their own confidential information secret. The contracting parties are obliged to ensure the confidentiality of confidential information obtained also on the part of their employees, representatives, or cooperating third parties or persons within the group to whom such information has been provided in accordance with the Contract.
- 10.2. The right to use, provide, and disclose Confidential Information belongs to the contracting parties only to the extent and under the conditions necessary for the proper performance of the rights and obligations arising from the Contract. The contracting parties are entitled to use Confidential Information exclusively for activities connected with the preparation and performance of the Contract.
- 10.3. The contracting parties are obliged not to disseminate, reproduce, duplicate, or disclose the information to any third party without the written consent of the other contracting party.
- 10.4. If, for the purposes of performing its obligations under the Contract, the customer necessarily needs to disclose any Confidential Information to a third party, it may do so only with Cermitech's prior written consent; at the same time, the customer is obliged to ensure the protection of the Confidential Information to at least the same extent as that provided by Cermitech.
- 10.5. Cermitech is entitled to state the customer's name, including its logo, the subject matter of performance, and the work carried out under the Contract as its reference, and to use them for its promotional, marketing, and presentation purposes, in particular in offers,

presentations, reference lists, on websites, and on social media, including the customer's business name, a general description of the performance, and visual documentation of the result of the performance, provided this does not result in a breach of the confidentiality obligation, the protection of Confidential Information, or other expressly agreed restrictions.

11. Other Arrangements

- 11.1. The customer may not, for itself or for any other third party, (i) carry out any direct or indirect recruitment of Cermitech's employees or other staff (hereinafter collectively the "Employees"), (ii) offer Employees positions with itself, including managerial or executive positions or positions as statutory representatives or authorized officers, (iii) offer Employees positions, including managerial or executive positions or positions as statutory representatives or authorized officers, with any other third parties, or (iv) in any way persuade Employees to terminate their employment or other similar contract with Cermitech, or in any way persuade them to work or otherwise cooperate with the customer or any other third party. The customer is not entitled, without Cermitech's prior written consent, to enter into an employment relationship or other similar employment-law relationship or other legal relationship with any employee of Cermitech.
- 11.2. In the event of breach of any obligation set out in clause 11.1 of this Article, the customer is obliged to pay Cermitech a contractual penalty of CZK 250,000 for each individual breach of any obligation set out in clause 11.1 of this Article.

12. Final Provisions

- 12.1. If, during the period of validity of these GTC, any of their provisions becomes invalid or unenforceable, this fact shall not affect the validity or enforceability of the other provisions of the GTC.
- 12.2. Rights and obligations arising under the Contract that are not expressly regulated either in the Contract or in these GTC shall be governed by the Civil Code. The contractual relationship between the customer and Cermitech shall be governed by the laws of the Czech Republic.
- 12.3. For the delivery of documents related to the Contract, it applies that all documents shall be delivered to the addresses stated in the Commercial Register or to the e-mail address stated in the Contract (order) or otherwise communicated by the contracting party. For the avoidance of doubt, if a document is sent by post, it shall be deemed delivered on the third business day after the day it was sent by registered letter to the address of the other contracting party stated in the Contract.
- 12.4. The contracting parties have agreed that communication related to the conclusion, amendment, performance, or termination of the Contract shall be conducted exclusively through communication channels administered by Cermitech, in particular through e-mail

addresses with Cermitech's domain or other communication means expressly designated by Cermitech. Unless expressly agreed otherwise in writing between the contracting parties, the customer is not entitled to use customer e-mail addresses, customer systems, third-party applications, or other communication means not administered by Cermitech for such communication. Communication made in breach of this provision shall not be deemed proper delivery or a properly made notification under the Contract or these GTC.

- 12.5. Dispute resolution. Any disputes arising between the contracting parties from legal relationships established by the Contract, or in connection therewith, shall be decided by the general court having jurisdiction according to Cermitech's registered office. Cermitech is, however, also entitled to assert its claims before another locally competent court, if permitted by legal regulations.
- 12.6. The provisions of the GTC form an integral part of the concluded Contract. Cermitech may amend or supplement the wording of the GTC, in particular in the event of a change in the technical, operational, business, or organizational conditions on its part, or due to a change in generally binding regulations. Amended GTC shall apply only to contracts concluded after the date they take effect, unless otherwise agreed in writing between the parties. Cermitech is obliged to notify the customer in writing of any amendment to the GTC before the date the amendment takes effect. This shall not affect rights and obligations arising between the contracting parties during the period of effectiveness of the previous version of the GTC.

These General Terms and Conditions have been executed in both the Czech and English languages. In the event of any discrepancy or inconsistency between the two language versions, the Czech version shall prevail.

These General Terms and Conditions shall become valid and effective on 1st July 2026. They form an integral part of the Agreement and shall be binding upon the Parties as of the date of its execution. Where the Agreement is concluded on the basis of an Order, these General Terms and Conditions shall become binding upon the Parties upon acceptance of the Order.

PURCHASING TERMS

1. Introductory Provisions

- 1.1. These Purchasing Terms govern the rights and obligations of the contracting parties in connection with Cermitech's procurement of goods, components, materials, software, services, and other performance from its suppliers.
- 1.2. These Purchasing Terms apply unless expressly provided otherwise in an individual purchase contract, contract for work, order, framework agreement, or other written arrangement. In the event of a conflict, individual contractual arrangements shall take precedence over these Purchasing Terms.
- 1.3. The supplier's terms and conditions shall not apply unless expressly accepted in writing by Cermitech. Acceptance of performance, payment of the price, or other conduct by Cermitech shall not, by themselves, constitute consent to the supplier's terms and conditions.

2. Conclusion of the Contract

- 2.1. A contractual relationship arises on the basis of the supplier's written confirmation that it accepts Cermitech's order, or, as applicable, on the basis of another written agreement of the contracting parties.
- 2.2. Acceptance of an order with additions, reservations, restrictions, or deviations shall be deemed a new proposal, which is binding on Cermitech only if it expressly confirms it in writing.
- 2.3. The supplier is obliged, without undue delay, to notify Cermitech of any incompleteness, unsuitability, or technical or legal problematic nature of the materials, instructions, or requirements provided by Cermitech. If it fails to do so, it shall be fully liable for the resulting consequences, unless it proves that it could not have discovered them even with the exercise of professional care.

3. Price and Payment Terms

- 3.1. The price is agreed as fixed and final, unless otherwise agreed in writing. The price includes all of the supplier's costs related to the proper and complete delivery of the performance, in particular the costs of packaging, transport, insurance, licenses, documentation, customs duties, fees, and other related costs.
- 3.2. The supplier is entitled to issue an invoice only after due delivery and acceptance of the performance by Cermitech, unless otherwise agreed in writing. The invoice must contain all particulars of a tax document and a reference to Cermitech's order or contract.

- 3.3. Unless otherwise agreed, the due date of an invoice is 30 days from the date of its delivery to Cermitech. If an invoice does not contain the prescribed particulars or shows other defects, Cermitech is entitled to return it to the supplier for correction; in such case, the due date shall begin to run again only from the date of delivery of the duly corrected invoice.
- 3.4. Cermitech is entitled to withhold the corresponding part of the price or suspend its payment if the delivered performance shows defects, is incomplete, or the required documentation has not been handed over, without thereby falling into delay.

4. Delivery and Acceptance

- 4.1. The supplier is obliged to deliver the performance properly and on time, in the agreed quantity, quality, and design, to the agreed place of delivery, and together with all documents necessary for its acceptance, assembly, operation, maintenance, servicing, and use.
- 4.2. The delivery shall always also include all source data, source code, CAD documentation, project files, drawings, models, technical documentation, configuration and parameterization files, database structures, libraries, scripts, build and development materials, testing materials, and other original, editable, or operationally necessary materials relating to the performance delivered, to the extent necessary for the proper use, operation, servicing, maintenance, repairs, modifications, further development, and integration of the performance into Cermitech's other systems or equipment, unless expressly agreed otherwise in writing.
- 4.3. The supplier is obliged to hand over to Cermitech the source data and other materials under clause 16.1 in a structured, complete, up-to-date, legible, and readily usable form, including the relevant access credentials, passwords, license keys, description of structure, comments, and documentation necessary for their full use.
- 4.4. The performance must be properly packaged and secured so as to prevent damage, deterioration, or loss during transport and storage. The supplier is liable for the suitability of the packaging and for any damage caused by its deficiencies.
- 4.5. The risk of damage to the item and title to the delivered performance shall pass to Cermitech at the moment of its due acceptance, unless otherwise agreed in writing.
- 4.6. Cermitech is entitled to carry out an incoming inspection of the delivered performance within a reasonable time after its delivery. Signing the delivery note, accepting the shipment, or paying the price shall not, by themselves, constitute confirmation of the flawlessness, completeness, or correctness of the delivered performance. Cermitech is not obliged to inspect the performance immediately upon acceptance.
- 4.7. Delivery of partial performance is permissible only with Cermitech's prior written consent.
- 4.8. Cermitech is entitled at any time to verify the progress of performance of the order and the fulfilment of the supplier's obligations under the contract.

5. Defects and Warranty

- 5.1. The supplier is liable for ensuring that the delivered performance has the agreed, or otherwise usual, characteristics, is fit for the agreed, or otherwise usual, purpose, is complete, free of legal defects, and complies with legal regulations, technical standards, and the documentation provided.
- 5.2. Unless otherwise agreed in writing, the warranty period is 24 months from the date the performance is accepted by Cermitech. If a legal regulation, the technical documentation, or the manufacturer's warranty provides for a longer warranty period, the longer of these periods shall apply.
- 5.3. Cermitech is entitled to raise obvious defects without undue delay after their discovery, and hidden defects at any time after their discovery during the warranty period. The supplier may not rely on late notification of a defect if it knew or ought to have known of the defect.
- 5.4. In the event of defective performance, Cermitech is entitled, at its choice, to demand rectification of the defect by repair, delivery of substitute performance, completion of a missing part, a reasonable discount on the price, compensation for damage, or to withdraw from the contract in whole or in part.
- 5.5. If the supplier fails to remedy the defect properly and in time, or notifies that it will not do so, Cermitech is entitled to arrange for the defect to be remedied itself or through a third party, at the supplier's cost and risk, without thereby affecting Cermitech's other rights.
- 5.6. The supplier is obliged to provide Cermitech with cooperation in resolving claims of end customers.

6. Documentation, Intellectual Property, and Confidentiality

- 6.1. All materials, technical documentation, drawings, models, data, software, samples, materials, and other information provided by Cermitech to the supplier, or created by the supplier for Cermitech in connection with performance of the contract, shall remain the property of Cermitech, unless otherwise agreed in writing.
- 6.2. The supplier is entitled to use such materials and information solely for the purpose of fulfilling its obligations toward Cermitech and may not, without Cermitech's prior written consent, disclose them to third parties, reproduce them, or use them for other orders or for the benefit of third parties.
- 6.3. If the performance includes a copyrighted work, software, technical documentation, database, or other performance protected by intellectual property rights, the supplier grants Cermitech, at the moment of creation of such performance, and no later than at the moment of its handover, a non-exclusive, unlimited, transferable license to use such performance to the full extent, without any exceptions, restrictions, or other conditions, unless otherwise agreed in

writing. This license includes, in particular, the right to use, reproduce, modify, alter, supplement, combine with other works or systems, translate, process, complete, incorporate into other deliveries or equipment, provide to third parties, transfer, assign, grant sublicenses, and exercise all economic rights to the extent permitted by applicable legal regulations.

- 6.4. The supplier expressly agrees that Cermitech is entitled to intervene in, modify, adapt, develop, or complete the delivered performance, including source data, source code, project documentation, and other editable materials, or to entrust a third party with carrying out such actions, without the need for any further consent of the supplier.
- 6.5. The remuneration for granting the license and for the transfer or enabling the exercise of the relevant economic rights is fully included in the price of the performance delivered. The supplier is not entitled to demand any further remuneration, fee, or other performance on this account.
- 6.6. The supplier is obliged to ensure that Cermitech acquires the rights under this Article to the full extent, including with respect to those parts of the performance created by its employees, subcontractors, or other cooperating persons. The supplier is liable for ensuring that the exercise of the rights granted to Cermitech does not infringe the rights of third parties.
- 6.7. The supplier is obliged to maintain confidentiality regarding all non-public facts concerning Cermitech, its customers, and business matters that it becomes aware of in connection with the contract, and to ensure this obligation is also observed by its employees, subcontractors, and other cooperating persons. In the event of a breach of the confidentiality obligation by the supplier, Cermitech is entitled to demand a contractual penalty of 0.5% of the price of the performance delivered late for each day of delay, even if only commenced, unless otherwise agreed in the contract. This shall not affect the right to full compensation for damage.
- 6.8. The supplier is obliged to retain documentation relating to the performance for a period of at least 10 years.
- 6.9. The supplier undertakes to compensate Cermitech for any harm arising as a result of infringement of the intellectual property rights of third parties by the delivered performance.

7. Sanctions and Termination of the Contract

- 7.1. In the event of the supplier's delay in delivering the performance, Cermitech is entitled to demand a contractual penalty of 0.5% of the price of the performance delivered late for each day of delay, even if only commenced, unless otherwise agreed in the contract. This shall not affect the right to full compensation for damage.
- 7.2. Cermitech is entitled to withdraw from the contract in whole or in part, in particular in the event of the supplier's delay, repeated or material defective performance, breach of the confidentiality obligation, breach of obligations relating to documentation or intellectual property rights, or in the event insolvency proceedings are initiated against the supplier.

- 7.3. In addition to the contractual penalty, the supplier is obliged to compensate Cermitech for any damage and reasonably incurred costs arising in connection with a breach of its obligations, including the costs of substitute performance, recall of defective performance, disassembly, assembly, service intervention, or performance towards Cermitech's customers, if caused by the supplier's breach of obligations.
- 7.4. The supplier undertakes to provide Cermitech, for a reasonable period after termination of the contract, with the cooperation necessary for taking over the administration and operation of the delivered performance.

8. Final Provisions of the Purchasing Terms

- 8.1. The rights and obligations of the contracting parties arising from legal relationships established by these Purchasing Terms are governed by the laws of the Czech Republic, in particular the Civil Code.
- 8.2. Any disputes arising in connection with the purchase of performance for Cermitech shall be decided by the court having jurisdiction according to Cermitech's registered office, unless a legal regulation mandatorily provides otherwise.

These Purchasing Terms form an integral part of orders, purchase contracts, contracts for work, framework agreements, and other contracts on the basis of which Cermitech procures performance from suppliers, and are effective from the date of their publication or from the date determined by Cermitech. The supplier is not entitled to assign the contract or any receivables without Cermitech's prior written consent.

These Purchase Terms and Conditions have been executed in both the Czech and English languages. In the event of any discrepancy or inconsistency between the two language versions, the Czech version shall prevail.

These Purchase Terms and Conditions shall become valid and effective on 1st July 2026. They form an integral part of the Agreement and shall be binding upon the Parties as of the date of its execution. Where the Agreement is concluded on the basis of an Order, these Purchase Terms and Conditions shall become binding upon the Parties upon acceptance of the Order.