General Terms and Conditions of Compteq.io s.r.o.

Version 2026/1, effective from 7 October 2026. Replaces the GTC effective from 1 January 2024.
Compteq.io s.r.o., Teslova 1120/1, 301 00 Plzeň, Czech Republic, Company ID 25241494, registered with the Regional Court in Plzeň, file no. C 12038
This English version is a translation. In the event of any discrepancy, the Czech version prevails.

1. Basic Provisions and Definitions

1.1. These General Terms and Conditions (the "GTC") govern the supply of products, services and custom development by Compteq.io s.r.o., with its registered office at Teslova 1120/1, 301 00 Plzeň, Czech Republic, Company ID: 25241494, registered in the Commercial Register maintained by the Regional Court in Plzeň, file no. C 12038 (the "Supplier"), to legal entities and natural persons acting as entrepreneurs (the "Customer"). The Supplier and the Customer are jointly referred to as the "Parties" and individually as a "Party".

1.2. The GTC apply to the rights and obligations of the Parties arising from:

1.2.1. a one-time agreement (the "Agreement"), or

1.2.2. a framework agreement (the "Framework Agreement") and individual agreements concluded under it (each an "Individual Agreement").

1.3. For the purposes of the GTC:

1.3.1. **Product** means a tangible item supplied by the Supplier, in particular an electronic device, module, printed circuit board, prototype or series product, including the firmware loaded in it;

1.3.2. **Service** means an activity of the Supplier, in particular engineering, consulting, testing, validation (e.g. EMC/CE) and service work;

1.3.3. **Custom Development** means the development of hardware, firmware, software or mechanics according to the Customer's requirements, including the manufacture of prototypes and special equipment;

1.3.4. **Deliverables** means all results of Services and Custom Development, in particular documentation, schematics, manufacturing data, source and object code and prototypes;

1.3.5. **Performance** means Products, Services and Custom Development collectively.

1.4. The provisions of the Agreement, Framework Agreement or Individual Agreement prevail over the GTC. The provisions of the Confirmation and the Price Offer prevail over the GTC where they expressly deviate from them.

1.5. The application of the Customer's business or purchasing terms is excluded, even if the Customer refers to them in its Order, unless the Supplier expressly accepts them in writing.

1.6. The GTC form an annex to or part of each Price Offer and Confirmation (by reference, stating the version) and are published on the Supplier's website.

2. Conclusion of Agreements and Individual Agreements

2.1. Before placing an order (the "Order"), the Customer may request a price offer (the "Price Offer"). A Price Offer is valid for 30 calendar days from its delivery unless it states otherwise. If the Customer places an Order in accordance with the Price Offer within this period, the Supplier shall base the Confirmation on the prices stated in it, subject to Clause 3.4. The Price Offer alone does not oblige the Supplier to provide the Performance.

2.2. The Customer shall send the Order in writing, including by email. Oral or telephone Orders are acceptable only by prior arrangement.

2.3. Upon receipt of an Order, the Supplier shall send the Customer an order confirmation (the "Confirmation").

2.4. If the Confirmation contains no deviations from the Price Offer or the Order, the Agreement or Individual Agreement is concluded upon delivery of the Confirmation to the Customer.

2.5. If the Confirmation contains only Non-Material Deviations, the Customer may reject it within 5 business days of delivery; otherwise the Agreement is concluded upon expiry of this period or upon the Customer's earlier written consent. A Non-Material Deviation means a deviation in price or quantity not exceeding 5% of the Price Offer or Order, or a deviation of the delivery date by less than 30 days from the date stated in the Price Offer or Order (a "Non-Material Deviation").

2.6. If the Confirmation contains deviations other than Non-Material Deviations, the Agreement is concluded only upon mutual written confirmation of its terms.

2.7. The Parties expressly agree that they do not consider Clauses 3.4 (price adjustment), 7 (cancellation of orders), 12 (limitation of liability) and 16.8 (contractual penalty) to be surprising within the meaning of Section 1753 of Act No. 89/2012 Coll., the Civil Code, as amended (the "Civil Code"); the Customer accepts them by placing an Order.

2.8. If a deposit or advance payment has been agreed and the Customer fails to pay it within 30 days of the issue of the advance invoice, the Supplier may withdraw from the Agreement. Until the deposit is paid, the Supplier is not obliged to commence performance, and delivery dates are postponed by the period of the Customer's delay.

2.9. Clauses 2.1 to 2.6 do not apply to the conclusion of a Framework Agreement.

2.10. For the purposes of the GTC, written form includes email and documents signed with an electronic signature; this does not apply to the amendment or termination of a Framework Agreement, which requires the signature of authorised persons.

3. Price of Performance

3.1. The price list and overview of Performance on the Supplier's website are for information only. The Supplier may change them unilaterally; such changes do not affect concluded Agreements.

3.2. The binding price is stated in the Confirmation pursuant to Article 2.

3.3. Prices are stated exclusive of VAT, transport, insurance, customs duties and non-standard packaging, unless stated otherwise. The price of Custom Development and Services may be agreed as a fixed price or on a time-and-materials (T&M) basis according to the rates in the Price Offer.

3.4. **Price adjustment.** If, after conclusion of the Agreement, the purchase price of components or materials demonstrably increases (in particular due to allocation, end of production or a change in the manufacturer's or distributor's price list) or the exchange rate of CZK against the purchase currency changes by more than 5% compared with the date of the Price Offer, the Supplier may adjust the price of the affected part of the Performance by this difference. The Supplier shall notify the Customer of the adjustment in writing, stating the reason. If the increase of the total price of the Agreement exceeds 10%, the Customer may withdraw from the affected part of the Agreement within 5 business days of the notification; Article 7 remains unaffected.

3.5. Work caused by changes of requirements, insufficient cooperation of the Customer or erroneous input from the Customer (Article 6) is charged in addition to the agreed price according to the rates in the Price Offer, otherwise according to the Supplier's current price list.

3.6. If the Customer is in delay with payment of any part of the price, it shall pay a contractual penalty of 0.05% of the outstanding amount for each day of delay. The right to statutory default interest and to full compensation for damage remains unaffected.

4. Payment Terms

4.1. The Supplier may require a deposit or advance payment, in particular for the Customer's first order and for the purchase of materials for an order. The amount of the deposit is stated in the Price Offer or Confirmation.

4.2. For Custom Development and Services, the price is invoiced according to the milestones stated in the Price Offer; for T&M performance monthly in arrears according to the time actually worked, unless agreed otherwise.

4.3. Invoices are payable within 15 days of issue unless the invoice states otherwise. Invoicing after delivery without a deposit is possible on the basis of a Framework Agreement or an arrangement stated in the Confirmation.

4.4. For payments from abroad or in a currency other than CZK, the "OUR" payment instruction shall be used: all bank charges (of the sending, intermediary and receiving banks) are borne by the payer, so that the full invoiced amount is credited to the Supplier.

4.5. An invoice is deemed paid on the day the full amount is credited to the Supplier's account.

4.6. If the Customer is in delay with payment of any amount due, the Supplier may suspend all performance towards the Customer (including performance under other Agreements and under warranty) until payment in full. Delivery dates are extended by the period of suspension, and the Supplier is not liable for such delay.

4.7. The Customer may not unilaterally set off its receivables against the Supplier's receivables.

4.8. A Product may be returned or exchanged only by mutual agreement, only if unused and from the Supplier's catalogue offering, and no later than 6 months after delivery. The Supplier may charge a cancellation fee of 10% of the price excluding VAT for returns within 3 months and 20% after 3 months. This clause does not apply to Custom Development and custom-made Products.

5. Delivery Terms for Products

5.1. Delivery of Products is governed by FCA Incoterms® 2020, place of delivery: Teslova 1120/1, 301 00 Plzeň (the "Distribution and Service Location"), unless the Confirmation states otherwise.

5.2. The delivery date is stated for each item in the Confirmation. The delivery date means the day of handover to the first carrier or the day of personal collection at the Distribution and Service Location.

5.3. The Supplier may postpone a confirmed delivery date if the postponement is caused by circumstances beyond its control, in particular delay or allocation at component manufacturers and distributors, delay of a subcontractor, circumstances under Article 13, or the Customer's delay with cooperation or payment. The Supplier shall inform the Customer without undue delay and state the new date. Such postponement is not a breach of the Agreement. If the postponement exceeds 90 days, the Customer may withdraw from the affected part of the Agreement; Article 7 remains unaffected.

5.4. The Supplier is entitled to make partial and early deliveries unless the Customer expressly excludes this in the Order.

5.5. The Customer shall state the requested method of transport and destination in the Order. If it does not, the Supplier will ship the Product to the billing address by a carrier of its choice at the Customer's expense.

5.6. Ownership of the Product passes to the Customer upon full payment of the price. The risk of damage passes to the Customer upon handover of the Product to the carrier or upon personal collection.

5.7. The Customer shall inspect the Product upon receipt and notify obvious defects, including damaged packaging, within 3 business days of receipt at the latest; otherwise the Product is presumed to have been delivered without obvious defects.

5.8. Technical documentation, if not included in the delivery, is available on the Supplier's website or upon request.

6. Custom Development and Services

6.1. The scope of Custom Development and Services is defined in the Price Offer or in a specification, requirements document or SOW agreed by the Parties (the "Specification"). Anything not stated in the Specification is not included in the price.

6.2. **Cooperation.** The Customer shall provide, in a timely and complete manner, all materials, samples, access, information and decisions necessary for performance and shall appoint a contact person authorised to give approvals. The Supplier is not liable for delays caused by insufficient cooperation; in such case deadlines are extended by the period of the Customer's delay and additional costs are borne by the Customer under Clause 3.5.

6.3. **Change requests.** The Customer shall submit requests to change the Specification in writing. The Supplier shall state the impact of the change on price and deadlines within 10 business days. A change becomes binding only after written approval by both Parties.

6.4. **Acceptance.** The Supplier shall hand over a Deliverable with a request for acceptance. Within 10 business days, the Customer shall either accept the Deliverable or notify specific deviations from the Specification in writing. If the Customer does not respond within this period or starts using the Deliverable (in particular in production or with its customers), the Deliverable is deemed accepted. Minor deviations that do not prevent use of the Deliverable are not grounds for refusing acceptance and the Supplier shall remedy them within an agreed period.

6.5. The Supplier shall act with professional care in accordance with the state of the art. It does not guarantee results beyond the Specification, in particular successful completion of third-party certification tests, unless expressly agreed. Prototypes and samples (e.g. EVT, DVT) are not expected to be of series quality unless agreed otherwise.

6.6. Where Custom Development results in manufacturing documentation for the Customer, the Customer is responsible for placing the product on the market, its CE marking and regulatory compliance, unless expressly agreed otherwise. The same applies to the duration and method of providing security updates for firmware and software.

6.7. Articles 8 and 9 apply mutatis mutandis to Custom Development and Services; the warranty period for Deliverables is 6 months from acceptance and covers only deviations from the Specification.

7. Cancellation or Change of Orders and Materials for an Order

7.1. After conclusion of the Agreement, the Customer may cancel an Order, reduce its scope or postpone its date only with the Supplier's written consent.

7.2. If an Order is cancelled, reduced or postponed for any reason on the part of the Customer (including withdrawal under Clause 3.4 or 5.3), the Customer shall pay the Supplier:

7.2.1. the price of all materials and components purchased or firmly ordered for the order that cannot be cancelled or returned (NCNR), or whose return is subject to a fee, including such fee;

7.2.2. the price of work, Deliverables and Products in progress and completed as of the date of cancellation;

7.2.3. costs incurred with subcontractors (in particular PCB manufacturing, assembly, tooling, test fixtures) and storage costs;

7.2.4. a surcharge of 10% of the amounts under Clauses 7.2.1 and 7.2.3 to cover handling and administrative costs.

7.3. Materials and Products paid for under Clause 7.2 will be released by the Supplier at the Distribution and Service Location at the Customer's request. If the Customer does not collect them within 30 days of being requested to do so, the Supplier may store them at the Customer's expense or dispose of them at its discretion.

7.4. If the Customer postpones acceptance or the delivery date by more than 30 days, the Supplier may charge a storage fee of 0.1% of the price of the affected Performance per day and invoice the costs incurred so far

under Clause 7.2.

7.5. The right of return under Clause 4.8 does not apply to Custom Development, custom-made Products and materials for an order.

8. Rights Arising from Defective Performance and Quality Warranty

8.1. The Supplier is liable for the Product being free of factual and legal defects on the day of handover and for its conformity with the Agreement, the Specification and the technical documentation.

8.2. The Supplier provides a quality warranty for the parts of the Product it has manufactured itself for a period of 36 months from delivery. Clause 6.7 applies to Deliverables of Custom Development. An extension of the warranty up to 60 months may be agreed in the Order; the price of the Product then increases by 5% unless the Price Offer states otherwise.

8.3. Components and Products of other manufacturers are subject to the warranty periods and conditions of those manufacturers; the Supplier will assign its claims against them to the Customer where possible and provide warranty certificates upon request.

8.4. The warranty does not cover defects caused in particular by fire, water, static electricity, lightning, mechanical damage, power supply outside permitted limits, improper installation or repair, use contrary to the technical documentation or Specification, operation in unsuitable conditions, normal wear and tear, or by materials, components or software supplied by the Customer.

8.5. The warranty expires if the Customer, without the Supplier's prior written consent, modifies or repairs the Product itself or through a third party, including changing the firmware. While the Customer is in delay with payment of the price, the Supplier may suspend warranty performance under Clause 4.6.

8.6. **Claims for defects.** In the event of a defect, the Customer is first entitled to remedy by repair or replacement at the Supplier's choice. Only if the Supplier fails to remedy the defect within a reasonable additional period is the Customer entitled to a reasonable price reduction or, in the case of a material breach, to withdraw from the Agreement to the extent of the defective Performance. Other claims arising from defective performance are excluded to the extent permitted by law.

8.7. No new warranty period runs for replaced parts, and the warranty period is not extended by the duration of a repair.

9. Claims Procedure

9.1. The Customer shall notify defects in writing, in particular by email to the Supplier's contact address stated on its website, without undue delay and no later than 10 days after discovering them. The claim shall include a description of the defect, how it manifests, the serial number or delivery note number and the requested remedy.

9.2. The Supplier shall confirm receipt of the claim in writing and assign it a number (RMA). The Customer shall send the Product with this number at its own cost and risk to the Distribution and Service Location. For justified claims, the Supplier bears the cost of returning the repaired or replaced Product.

9.3. The Supplier shall settle the claim by repair at the Distribution and Service Location, by replacement or by a service intervention at its choice, taking into account the nature of the defect.

9.4. The warranty is recognised on the basis of a delivery note or invoice; otherwise according to the Supplier's internal records.

9.5. If a claim proves unjustified, the Customer shall bear all of the Supplier's costs of assessing it, including diagnostics according to the price list.

9.6. Service at the Product's installation site is provided only by arrangement, on business days from 8:00 to 16:00. Travel and other reasonably incurred costs are borne by the Customer even for justified claims, unless agreed otherwise.

9.7. For defects not covered by the warranty, the Supplier may offer a paid repair under individually agreed terms.

9.8. Claims of the Customer's end customers are handled by the Customer. If an end customer contacts the Supplier directly, the Customer shall provide all necessary cooperation. Nothing in this clause establishes any liability of the Supplier towards the Customer's end customers.

10. Intellectual Property

10.1. **Background IP.** All know-how, libraries, design blocks, tools, templates, firmware and software created or acquired by the Supplier outside a specific Agreement or generally used in its business ("Background IP") remain the exclusive property of the Supplier.

10.2. **Products.** For copyright works and other intellectual property contained in a Product, in particular firmware, the Supplier grants the Customer a non-exclusive, territorially unlimited licence to use them in their original form for the purpose of using, selling and supporting the Product, with the right to grant sublicences to end customers to the same extent. The licence does not include the right to modify or decompile the work or to access the source code, unless the law provides otherwise.

10.3. **Deliverables of Custom Development.** For Deliverables created exclusively for the Customer ("Foreground IP"), the Supplier grants the Customer a non-exclusive licence, unlimited in territory and time, for all forms of use, including the right to modify the Deliverables and manufacture according to them, for the purpose defined in the Agreement. For Background IP contained in the Deliverables, the Supplier grants a non-exclusive licence to the extent necessary to use the Deliverables. A transfer of rights, an exclusive licence or delivery of source code may be agreed in the Agreement or Price Offer, or for a separate fee.

10.4. Licences under this Article take effect only upon **full payment of the price** of the relevant Performance. Until then, the Customer may use the Deliverables only for testing and acceptance.

10.5. The licence fee is included in the price of the Performance. The Supplier may name the Customer as a reference unless the Customer objects in writing; the content of the Deliverables is not disclosed thereby.

10.6. The Performance may contain third-party software or open-source components governed by their own licence terms. The Customer shall review and comply with them. The Supplier will provide a list of the open-source components used upon request.

10.7. The Customer warrants that the materials it provides to the Supplier do not infringe third-party rights and shall indemnify the Supplier against third-party claims arising therefrom.

11. Export Control and International Sanctions

11.1. The Customer acquires the Performance for deployment or resale and undertakes to act so as not to harm the Supplier's business interests and reputation.

11.2. The Customer shall comply with export control and international sanctions regulations, in particular Regulation (EU) 2021/821 on dual-use items, Regulations (EU) No 833/2014 and No 269/2014 and the relevant regulations of the United States and other states, as well as the rules of the Supplier's manufacturers and subcontractors communicated to it by the Supplier.

11.3. **No re-export to Russia and Belarus.** The Customer shall not sell, export or re-export the Performance or any part of it, directly or indirectly, to the Russian Federation or the Republic of Belarus or for use in those countries. The Customer shall ensure that its customers comply with this prohibition and shall implement an adequate monitoring mechanism for this purpose. A breach of this Article is a material breach of the Agreement; the Customer shall inform the Supplier immediately and pay a contractual penalty of 100% of the price of the affected Performance, but not less than CZK 500,000. The right to compensation for damage remains unaffected.

11.4. At the Supplier's request, the Customer shall without undue delay disclose the end use and end user of the Performance and provide the necessary declarations.

11.5. The Supplier may suspend performance or withdraw from the Agreement without any liability if performance would be contrary to the regulations under Clause 11.2, if the Customer fails to provide information under Clause 11.4, or if there is reasonable suspicion of a breach of this Article.

12. Liability for Damage

12.1. The Supplier is not liable for damage to the Customer's systems or for loss of or damage to data of the Customer or third parties if the Performance was provided properly and with professional care. Data backup is the Customer's responsibility.

12.2. The Supplier is not liable for harm resulting from incorrect or incomplete requirements, materials or components of the Customer. If the Supplier, exercising professional care, could and should have detected the error, the preceding sentence applies only if it notified the Customer of the error in writing and the Customer insisted on its requirements. The same applies if the Supplier notified the Customer in writing of the risks of the requested solution and the Customer agreed to it.

12.3. The Supplier is not liable for lost profit, loss of production, business opportunities or goodwill, or for any other indirect or consequential damage, nor for the costs of product recalls, unless expressly agreed.

12.4. The total amount of compensation for harm and contractual penalties payable by the Supplier to the Customer in connection with an Agreement or Individual Agreement shall not exceed the lower of:

a) CZK 5,000,000, or

b) the price of the Performance under the Agreement or Individual Agreement from which the claim arose; for a Framework Agreement, the total price of the Performance invoiced in the 12 months preceding the claim.

12.5. The limitations under Clauses 12.3 and 12.4 do not apply to harm caused intentionally or by gross negligence, to harm to a person's natural rights, or where a limitation is not permitted by mandatory law (in particular on liability for defective products). Otherwise, this Article prevails over all other provisions of the GTC.

12.6. A Customer placing a product containing the Performance on the market under its own name is liable towards third parties as the manufacturer and shall indemnify the Supplier against third-party claims, unless the defect was caused solely by the Supplier.

12.7. Pursuant to Section 630 of the Civil Code, the Parties agree that the limitation period for the Customer's claims for compensation for harm and arising from defective performance is 1 year.

13. Force Majeure

13.1. A Party is not liable for delay or damage caused by an obstacle that arose independently of its will, prevents it from fulfilling its obligation and could not reasonably have been averted or overcome or foreseen at the time the obligation arose ("Force Majeure").

13.2. Force Majeure includes in particular: natural disasters, fire, epidemics, war, terrorism, cyberattacks, strikes, decisions of public authorities, the introduction of sanctions, embargoes or export restrictions, unavailability or allocation of components and materials on the market, power outages and Force Majeure affecting the Supplier's subcontractors.

13.3. The affected Party shall inform the other Party of the obstacle without undue delay and make reasonable efforts to overcome it. It shall prove the duration of the obstacle.

13.4. Liability is not excluded by an obstacle that arose only after the obligated Party was already in delay or that results from its economic situation. Force Majeure does not release the Customer from the obligation to pay for Performance already provided.

13.5. The effects of Force Majeure last only for the duration of the obstacle, and deadlines are extended accordingly. If the obstacle lasts longer than 90 days, either Party may withdraw from the affected part of the Agreement; in such case the Customer shall pay for the Performance provided up to the withdrawal and the costs under Clauses 7.2.1 and 7.2.3.

14. Termination of the Agreement

14.1. An Agreement or Framework Agreement (unless it provides otherwise) terminates in particular:

14.1.1. by proper fulfilment of the obligations;

14.1.2. by written agreement of the Parties;

14.1.3. by withdrawal for material breach;

14.1.4. in other ways provided for by the Civil Code.

14.2. A material breach by the Customer includes in particular: delay with payment of any part of the price by more than 30 days, delay with cooperation by more than 30 days after written notice, or a breach of Article 11 or Article 16.

14.3. A material breach by the Supplier is a delay in delivery of more than 60 days after written notice from the Customer, unless it is a postponement under Clause 5.3 or Article 13.

14.4. The Supplier may also withdraw from the Agreement if an insolvency petition is filed against the Customer's assets or the Customer enters into liquidation.

14.5. Upon termination of the Agreement for any reason other than a breach by the Supplier, the Customer shall pay for the Performance provided up to termination and the costs under Clause 7.2. The provisions on licences (subject to payment), confidentiality, liability, sanctions and dispute resolution survive termination.

15. Personal Data Protection

15.1. The Supplier processes personal data of natural persons acting on behalf of the Customer (in particular identification and contact data and data on performance of the Agreement) for the purposes of concluding and performing the Agreement, protecting legal claims, internal administration and compliance with legal obligations, in accordance with Regulation (EU) 2016/679 (GDPR).

15.2. Data subjects have the right of access, rectification, erasure, restriction of processing, data portability, the right to object and the right to lodge a complaint with the Office for Personal Data Protection. Details are available in the Privacy Policy on the Supplier's website.

15.3. The Customer shall ensure that persons whose data it provides to the Supplier are informed of this processing. If the Supplier processes personal data on behalf of the Customer as part of the Performance, the Parties shall conclude a data processing agreement pursuant to Article 28 GDPR.

16. Protection of Confidential Information

16.1. Each Party (the "Receiving Party") shall keep confidential the confidential information of the other Party (the "Disclosing Party") and protect it with at least the same care with which it protects its own confidential information, but no less than reasonable care. This obligation lasts for 10 years after termination of the Agreement or Framework Agreement; for trade secrets and source code, for as long as they constitute a trade secret.

16.2. Confidential information means, regardless of form, all information relating to the Agreement and its performance (in particular prices, Price Offers and Confirmations), Specifications, Deliverables, technical documentation, source code, know-how, trade secrets and information on the Disclosing Party's activities, structure and financial results, as well as information subject to special protection by law.

16.3. The Receiving Party may use confidential information only to the extent necessary to perform the Agreement and disclose it only to its employees, subcontractors and advisers who need to know it and are bound by confidentiality to the same extent. It is liable for their breaches as for its own.

16.4. Confidential information does not include information that is or becomes publicly available without breach of this obligation, that the Receiving Party demonstrably obtained independently of the Disclosing Party, or that was provided to it by a third party without breach of a confidentiality obligation.

16.5. If the Receiving Party is required to disclose confidential information by law or by a decision of a public authority, it shall, to the extent legally permitted, inform the Disclosing Party in writing in advance, provide

reasonable assistance to prevent disclosure and disclose only the strictly necessary part.

16.6. Without the Supplier's prior consent, the Customer may not publish the Agreement, Framework Agreement or Individual Agreement in the Register of Contracts or otherwise, including as an annex to an agreement with an end customer.

16.7. Upon discovering unauthorised disclosure of confidential information, the Receiving Party shall immediately inform the Disclosing Party and take steps to limit the consequences.

16.8. For each breach of the obligations under this Article, the breaching Party shall pay the other Party a contractual penalty of CZK 100,000. The right to full compensation for damage remains unaffected.

17. Final Provisions

17.1. The Parties shall notify each other in writing of changes to their identification details and other facts that may affect performance of the Agreement.

17.2. Neither Party may assign its rights and obligations under the Agreement without the prior written consent of the other Party. However, the Supplier may assign its monetary receivables against the Customer to a third party (e.g. for factoring).

17.3. The Agreement may be amended only by written amendments approved by both Parties.

17.4. The GTC and Agreements are governed by the laws of the Czech Republic. **The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.** Matters not expressly regulated are governed by the Civil Code; the application of trade usages is excluded unless expressly agreed.

17.5. Disputes shall be finally decided by the general courts of the Czech Republic having jurisdiction according to the Supplier's registered office.

17.6. The Supplier may reasonably amend the GTC. For Framework Agreements, it shall notify the Customer of the amendment at least 30 days before it takes effect; the Customer may reject the amendment and terminate the Framework Agreement for this reason with a notice period of 30 days. Agreements concluded before the amendment takes effect are governed by the previous version.

17.7. If any provision of the GTC is invalid or ineffective, the remaining provisions remain valid and the Parties shall replace it with a provision as close as possible to its original purpose.

17.8. This English version is a translation of the Czech original. In the event of any discrepancy, the Czech version prevails.

17.9. These GTC, version 2026/1, take effect on 7 October 2026 and replace the GTC effective from 1 January 2024.