

## GENERAL TERMS AND CONDITIONS OF PURCHASE

of Teknia Uhersky Brod, a.s.

### 1. INTRODUCTORY PROVISIONS

1.1 These General Terms and Conditions of Purchase (hereinafter "GTCP") in accordance with Section 1751 of Act No. 89/2012 Coll., the Civil Code (hereinafter "Civil Code"), determine the rights and obligations of the contracting parties for all contracts (whether concluded individually or in connection with a framework agreement) whose subject is the supply of raw materials, materials, or the provision of services (hereinafter collectively "goods"), and which are concluded between Teknia Uhersky Brod, a.s., with its registered office at Uherský Brod, Rybářská 2330, Postal Code 68801, Czech Republic, ID No.: 499 71 034, registered in the Commercial Register maintained by the Regional Court in Brno, file no. B 4526 as the purchaser or buyer (hereinafter "purchaser") and any natural or legal person (domestic or foreign) as the supplier or seller (hereinafter "supplier") (the contract hereinafter "contract"). The purchaser's quality assurance guidelines, if referenced in the contract, may also form part of the contract. These GTCP are part of all purchaser's proposals for contract conclusion and all acceptances of supplier's offers by the purchaser. The wording of these GTCP supplements the content of the contracts listed below within the meaning of Section 1751 of Act No. 89/2012 Coll., the Civil Code, as amended and effective. These GTCP are part of the order, or the framework purchase agreement if concluded, and form an integral part and content of the contract concluded between the purchaser and the supplier.

1.2 Divergent provisions in the contract take precedence over the wording of these GTCP.

1.3 The application of any supplier's or third party's terms and conditions to the contract is expressly excluded. Any foreign terms and conditions shall not apply to the relationship established by the contract, even if not expressly rejected by the purchaser.

### 2. CONCLUSION OF THE CONTRACT

2.1 Contracts may only be concluded and amended in writing, otherwise they are invalid. The possibility of concluding or amending the contract in any form other than in writing is excluded. Written form is also required when concluding a contract based on an order or call-off (in the case of framework agreements). Written form is also maintained for legal acts made by electronic or other technical means enabling the capture of its content and identification of the acting person.

2.2 The contract between the supplier and the purchaser may be concluded:

2.2.1 as a separate individual contract, which is also considered to be the purchaser's order, the minimum requirements of which are details of the specification and quantity of goods, place of collection, delivery date, and price, if confirmed in writing by the supplier, or

2.2.2 on the basis of a framework agreement and individual orders (call-offs) related to it. The contract is not concluded until the price for the goods is agreed in writing between the contracting parties.

2.3 Acceptance of the purchaser's offer (order) to conclude a contract with any additions or deviations by the supplier is a rejection of the purchaser's offer (order) and is considered a new proposal to conclude a contract, which must be confirmed in writing by the purchaser.

2.4 Each offer (order) of the purchaser to conclude a contract is revocable.

2.5 These GTCP are deemed accepted by the supplier at the latest upon confirmation of the purchaser's offer (order) to conclude a contract by the supplier.

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2.6 In electronic communication, the time data generated on the purchaser's technical equipment is decisive.

2.7 The concluded contract fully replaces all previous written or oral agreements, correspondence, and other communications between the contracting parties regarding the subject of the concluded contract, unless expressly stated otherwise in the contract.

### 3. DELIVERY TERMS

3.1 The supplier shall deliver the goods to the purchaser under DDP Incoterms conditions to the purchaser's plant in Nivnice, Postal Code 687 51, Czech Republic, unless otherwise provided by the contract or these GTCP. If delivery terms are specified in the order, they must be interpreted according to the current version of INCOTERMS.

3.2 The supplier shall arrange transport of the goods to the place of delivery at its own expense. The risk of damage to the goods passes to the purchaser at the moment of its acceptance at the place of destination. The supplier is obliged to insure the goods in transit against all usual risks at its own expense.

3.3 All deliveries of goods must include a certificate of origin, quality, movement, as well as all other markings, certificates, and documents relating to the goods required by legal regulations. Each individual delivery must be accompanied by a delivery note, which must be handed over to the purchaser at the latest upon delivery of the goods. The delivery note must contain at least the following: designation and number of the delivery note, business name, registered office or place of business, ID and VAT number of both supplier and purchaser, contract or order number, exact designation of the subject of performance, date of delivery, number of units per package, number of packages, number and designation of reusable packaging, purchase price, method of transport, place of delivery. Documents not meeting these requirements are not considered a proper delivery note; in case of non-compliance, the purchaser reserves the right not to accept the goods. Delivery is deemed completed at the moment the delivery note is signed by the authorized representative of the purchaser. The signature of the delivery note (or other document of delivery) by the purchaser does not confirm the defect-free nature of the delivery.

3.4 Partial deliveries (as well as performance before the agreed delivery date) are not permitted unless expressly agreed otherwise in writing; the purchaser is not obliged to accept such partial or early deliveries. If the supplier is unable for any reason to deliver the goods to the purchaser in the agreed quantity and/or on time, the supplier shall immediately notify the purchaser in writing or by fax; the supplier's liability for damages is not affected.

3.5 The supplier is obliged to fulfill confirmed orders (contracts) of the purchaser in 100% scope. Quantity deviations in deliveries are permissible only up to  $\pm 5\%$ , and only if the quantity deviation is expressly approved in writing by the purchaser in advance. However, the supplier is entitled to payment only for the goods actually delivered to the purchaser.

3.6 If the supplier is in delay with delivery, the purchaser is entitled to immediately withdraw from the contract or its part (to the extent of undelivered goods). The purchaser is entitled to return already delivered goods at the supplier's expense.

3.7 In case of breach of the supplier's obligation to deliver the goods properly and on time, the supplier is obliged to pay the purchaser a contractual penalty of 0.3% for each commenced week of delay, up to a maximum of 10% of the total price of the goods excluding VAT, and the purchaser is also entitled to claim compensation for damages incurred. Payment of any contractual penalty by the

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supplier does not affect the purchaser's right to full compensation for damages. Damages are paid in cash.

3.8 For the assessment of compliance with the agreed delivery date, the date of acceptance of the goods by the purchaser (signature of the delivery note by the purchaser) is decisive.

3.9 The subject of delivery (goods) must exactly meet the quality conditions specified in the order. If no special quality conditions are specified in the order, the goods must be delivered exclusively in first-class quality, must have the usually expected properties, and must comply with the required specification, technical and acceptance conditions, and all legal regulations valid at the purchaser's registered office, place of performance, and at the supplier's registered office (in this order in case of conflict between these regulations), especially safety regulations, environmental regulations, employee protection regulations, and also technical requirements for the supplied goods set by generally binding legal and technical regulations (including non-binding technical standards). The supplier must fulfill all obligations arising from the quality assessment system according to ISO 9001:2015, IATF, and ISO 14001:2015. If import, export, or other official permits or third-party consents are required for the execution of the order, the supplier shall arrange them in time and they are part of the supplier's obligations.

3.10 If the goods are to be delivered according to a sample, the supplier is obliged to deliver the goods without exception with the properties of such a sample. The Supplier is obliged to notify the Purchaser in advance in writing of any change in the specification of goods, production process, material used, place of production, or subcontractors compared to the status at the sampling approval (PPAP) and to request the Purchaser's written consent prior to implementing such a change.

3.11 The supplier is obliged to pack the goods before delivery at its own expense in the manner agreed in the contract, or in the usual manner corresponding to the agreed method of delivery, so that the goods are protected from damage and destruction during loading/unloading, transport, and storage. The supplier is obliged to label the goods according to the purchaser's requirements.

3.12 The supplier is further obliged, without being prompted, to deliver with the subject of delivery all documents, instructions, drawings, and other documentation required by the purchaser, legal regulations, or technical standards for proper use, installation, assembly, processing, storage, operation, maintenance, inspection, upkeep, and repair of the goods. Upon the purchaser's request, the supplier shall immediately state the relevant manufacturer, importer, or subcontractor.

3.13 If tests are required for the goods, the supplier shall bear all relevant material and its own personnel costs. The supplier must notify the purchaser in writing at least one week in advance of readiness for the test and agree on the test date. If the goods are not ready by this date, the purchaser's personnel costs for the test shall be borne by the supplier.

3.14 The supplier must deliver spare parts lists in Czech, and for the purchaser also in English, at the latest with the delivery of the goods. All at the supplier's expense.

3.15 There must be no security rights of third parties to the goods at the time of acceptance by the purchaser.

3.16 The Purchaser is entitled, upon prior notice, to conduct an audit at the Supplier's premises during normal working hours to verify the Supplier's ability to fulfill obligations under the Contract, in particular compliance with production processes and the quality management system. The Supplier is obliged to allow authorized representatives of the Purchaser (including representatives of the Purchaser's customer accompanied by the Purchaser) access to the relevant premises and to provide all necessary cooperation and documentation.

## 4. PRICE OF GOODS

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4.1 The price of the goods must be agreed in writing by the purchaser in advance. Unless otherwise stated, prices are set under DDP Incoterms conditions to the purchaser's plant in Nivnice, Postal Code 687 51, Czech Republic.

4.2 The agreed price of the goods is always fixed and includes all supplier's costs related to the delivery of the ordered goods.

4.3 Unless otherwise specified in the contract, the prices stated in the contract include packaging, transport costs, and insurance. VAT at the current statutory rate is added to the prices, unless the contract states that the price already includes VAT.

## 5. PAYMENT TERMS

5.1 The price for the delivered goods will be paid by the purchaser on the basis of a properly issued invoice (tax document) by the supplier. The right to issue an invoice (claim payment) arises at the earliest at the moment of acceptance of the goods by the purchaser (by signing the delivery note by the purchaser).

5.2 The invoice must be sent exclusively electronically to the email address: [financni.tcz@tekniagroup.com](mailto:financni.tcz@tekniagroup.com) and, in addition to the statutory requirements of a tax document, must also contain: invoice designation, contract or order number, precisely described subject of performance corresponding to one delivery note, date of delivery of goods, delivery note designation, supplier's bank details, price excluding and including VAT, invoiced amount, method of transport and place of delivery, supplier's signature, and the delivery note signed by the purchaser must be attached. An invoice not containing the above requirements or attachments is not considered properly issued and the purchaser is entitled to return it; in such a case, the due date runs again from the date of issuance of a properly issued invoice.

5.3 Supplier's invoices are due after ninety (90) days from the date of issue, unless otherwise agreed in writing. The payment of all approved invoices due by the end of the given calendar month is processed uniformly always on the 25th day of that month. The price is considered paid on the day the relevant amount is debited from the purchaser's account.

5.4 In case of delay in payment, the supplier is entitled to charge the purchaser only statutory default interest.

5.5 The contracting parties agree that if the supplier, within the meaning of Section 106a of Act No. 235/2004 Coll., on Value Added Tax (hereinafter "VAT Act"), becomes an unreliable payer or the purchaser becomes liable for unpaid tax within the meaning of Section 109 of the VAT Act (without being called upon as a guarantor), the purchaser is entitled to withhold the relevant VAT from the received performance provided by the supplier or pay it directly to the relevant tax administrator, whereby such payment reduces the relevant debt of the purchaser to the supplier, and such procedure will be considered proper and timely fulfillment of contractual obligations by the purchaser and the supplier will not have any claims against the purchaser in this context, including compensation for damages or other harm.

5.6 Assignment of any supplier's receivables against the purchaser is permissible only with the prior written consent of the purchaser.

5.7 Payment by the purchaser does not constitute acknowledgment of the proper delivery or acknowledgment of the remaining invoiced amount, and thus no waiver of the purchaser's claims for proper performance of the contract. At the same time, it does not constitute acknowledgment of the supplier's terms and prices and does not affect any rights from warranties or other purchaser's rights from defective performance.

## 6. TRANSFER OF OWNERSHIP TO GOODS AND TOOLING

6.1 Ownership and risk of damage to the goods pass to the purchaser only upon signature of the relevant delivery note relating to the delivery of goods by the authorized representative of the

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purchaser. The above also applies in the case of transport of goods by a third party to whom the supplier has handed over the goods. The provisions of Sections 2121 to 2124 of the Civil Code do not apply to the contractual relationship between the purchaser and the supplier.

6.2 All tools, moulds, gauges, jigs, or other manufacturing equipment (hereinafter "Tooling") provided to the Supplier by the Purchaser or acquired by the Supplier specifically wholly or partly at the Purchaser's expense shall remain the exclusive property of the Purchaser. The Supplier is obliged to permanently and clearly mark such Tooling as the property of the Purchaser (e.g., with a label "Property of Teknia Uhersky Brod, a.s."), keep records thereof, perform routine maintenance, and insure it against damage, destruction, or theft. The Tooling may not be used for production for third parties, pledged, or moved from the agreed production site without the Purchaser's prior written consent. The Supplier is obliged to surrender the Tooling immediately upon the Purchaser's request.

## 7. LIABILITY FOR DEFECTS, CLAIMS, WARRANTY

7.1 The supplier is liable to the purchaser for the delivered goods having, at the time of handover and for the agreed warranty period, the properties (especially as regards quality) specified in the contract and these GTC, and for complying with the conditions and requirements of the contract, GTC, applicable legal and technical regulations (including non-binding technical standards). The supplier is also liable for the goods being suitable for the specified purpose (or usual purpose) and for being complete and free of legal or other defects. By concluding the contract, the supplier confirms that they are aware of the purpose and manner in which the delivered goods will be further used by the purchaser and the end customer.

7.2 If a separate quality agreement is concluded between the contracting parties, the goods must also comply with the requirements arising from such agreement.

7.3 The supplier provides the purchaser with a quality guarantee as above for at least 24 months, unless a longer period is stipulated by generally binding regulations, and guarantees that the goods will be fit for the agreed purpose and retain the agreed properties and comply with the quality requirements under point 7.1 or 7.2 (in the case of a quality agreement) of these GTC for the warranty period. The warranty period begins on the day of acceptance of the goods by the purchaser.

7.4 Defects existing at the time of transfer of risk of damage to the goods to the purchaser may be claimed by the purchaser at any time after their discovery, regardless of the running of the agreed warranty period, even after its expiry. Defects arising during the warranty period may be claimed by the purchaser at any time during the warranty period. The purchaser's rights arising from defects in the goods remain valid both in the case of acceptance of the goods by the purchaser and in the case of failure to notify the defect within the specified period or not at all. The contracting parties agree that the application of Sections 2106(3), 2111, 2112, 2605(2), and 2618 of the Civil Code is excluded in their contractual relationship established by the contract. The purchaser is entitled to choose any claim from defective performance under the Civil Code for the claimed defect, regardless of whether the claimed defect is a material or non-material breach of contract. The claim from liability for defects may be chosen by the purchaser when making the claim or at any time thereafter; the chosen claim from liability for defects may be changed by the purchaser if the supplier has not yet fulfilled the claim according to the previous choice. A claim for a defect may be made until the last day of the warranty period, and a claim sent by the purchaser on the last day of the warranty period is considered timely.

7.5 The warranty applies to all delivered goods, including sub-deliveries, packaging, plastic granulates, etc.

7.6 The supplier is obliged to deliver replacement goods or remedy defects in the goods within the period specified by the purchaser. If

the supplier is in delay with fulfilling the obligation to deliver replacement goods or remedy defects in the goods, the purchaser is entitled to arrange for replacement delivery of goods or remedy of defects in the goods themselves (or through a third party), entirely at the supplier's expense. The supplier remains liable for defects in goods for which defects are remedied by the purchaser or third parties as if they remedied them themselves.

7.7 The supplier is obliged to compensate the purchaser for all damage and reimburse all costs incurred or that may be incurred by the purchaser in connection with defective delivery of goods by the supplier. The supplier undertakes to indemnify the purchaser for all costs, expenses, claims, proceedings, or demands that may arise or are incurred by the purchaser in connection with defects in the delivered goods.

7.8 If a defect manifests itself during the processing of the goods by the purchaser, the purchaser is also entitled to compensation for costs incurred in connection with the use of defective goods. The supplier shall indemnify and reimburse the purchaser for costs arising from the exercise of rights from defective performance and/or claims for damages made against the purchaser by the purchaser's customers, caused by the delivered defective goods. The supplier is liable without limitation for damages caused by a defect in the goods (consequential damages due to defects).

7.9 Until the defect is remedied, the purchaser is not obliged to pay part of the price of the goods corresponding by estimate to their right to a discount. This amount will not bear interest.

## 8. TRADE SECRETS

8.1 The content of the contract, as well as all information that the supplier has learned or will learn in connection with its negotiation or performance, is considered confidential (hereinafter also as "Confidential Information"). However, information that is publicly accessible or known at the time of its use or disclosure, unless its public accessibility or knowledge occurred as a result of a breach of legal or contractual obligation, will not be considered Confidential Information. In case of doubt, information is deemed to be Confidential Information. The supplier is obliged to maintain confidentiality regarding Confidential Information and, without the prior written consent of the purchaser, (i) refrain from using Confidential Information for purposes other than for the contract and its performance, (ii) refrain from disclosing or otherwise providing Confidential Information to a third party. Even after the termination of the contract, the supplier is obliged to continue to keep Confidential Information secret until such time as it becomes generally known otherwise than by breach of this contract. Within its own operations, the supplier is entitled to provide Confidential Information only to the circle of persons necessary for the purposes of fulfilling the contract.

8.2 If the supplier is obliged by law or a binding decision to provide Confidential Information to a third party, the supplier is obliged to inform the purchaser of such fact in advance in writing.

8.3 All materials containing Confidential Information obtained from the purchaser, including but not limited to magnetic records, documents, manuals, specifications, charts, programs, and printed data (hereinafter "Materials"), are and remain the property of the purchaser. Materials may not be reproduced, even in part, without the prior express written consent of the purchaser. Any copies of Materials become the property of the purchaser.

8.4 Upon termination (completion) of the contract and/or at the request of the purchaser, the supplier is obliged to immediately return to the purchaser all Materials provided, including their copies.

8.5 The provisions of this article shall apply even after the termination of cooperation between the supplier and the purchaser, but always for at least 2 years from the termination of the last contract.

## 9. TERMINATION OF THE CONTRACT

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9.1 The purchaser, without prejudice to its other rights, is entitled to withdraw from the contract, especially if:

- insolvency proceedings are initiated against the supplier;
- the supplier is in default with the fulfillment of any of its obligations, even from another business relationship between the parties, and does not remedy this default even after an additional request from the purchaser;
- there are circumstances that clearly prevent further proper fulfillment of the order.

9.2 In the event of justified withdrawal from the contract, the purchaser may, at its sole discretion, either keep the goods already delivered against payment of a proportionate amount, or send them back at the supplier's expense. In the event of withdrawal from the contract by the purchaser for reasons on the supplier's side, the supplier must also compensate the purchaser for any damage incurred by placing the order with a third party.

## 10. GOVERNING LAW, GDPR

10.1 Czech law applies to the GTCP and all legal relationships between the purchaser and the supplier. The application of the UN Convention on Contracts for the International Sale of Goods and the rules of private international law is excluded.

10.2 The contract, GTCP, and legal relationships arising from them are governed by Czech law.

10.3 The place for resolving any disputes that could not be resolved amicably despite maximum effort is the locally and materially competent court according to the purchaser's registered office; the purchaser is in any case entitled to sue the supplier also at the supplier's general court.

10.4 By accepting these GTCP, the supplier also assumes the risk of a change of circumstances within the meaning of Section 1765(2) of the Civil Code, with the exclusion of the application of Section 1765(1) and Section 1766 of the Civil Code.

10.5 The controller of personal data, responsible for its proper processing, is the purchaser, who processes it in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR), as amended, and Act No. 110/2019 Coll., on the processing of personal data, as amended, and in accordance with other relevant legal regulations governing the protection of personal data. The purchaser's personal data is processed for the purpose of fulfilling the contract. Further information on the processing of personal data is published at [www.tekniagroup.com](http://www.tekniagroup.com).