

**GENERAL COMMERCIAL TERMS AND CONDITIONS OF COMPANY ZAT  
ON PURCHASE OF GOODS  
(hereinafter referred to as „GTC“)  
VOP\_NZ\_V06 – valid from 20.6.2025**

**1. SCOPE, PURPOSE AND VALIDITY OF GENERAL TERMS AND CONDITIONS**

- 1.1 All provisions of these General Terms and Conditions become an integral part of every commercially binding relationship between ZAT a.s, IČ 451 48 431, with its registered office at Příbram VI, K Podlesí 541, Postal Code 261 80, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 1583 (hereinafter referred to as the "Buyer" or "Buyer") on the one hand and the company designated in the order or purchase contract as the supplier, seller, etc. (hereinafter referred to as the "Supplier") on the other hand.
- 1.2 These GTC govern the terms and conditions of the purchase of goods by the Buyer, based on a purchase contract or framework purchase agreement concluded between the Buyer and the Supplier. For the purposes of these GTC, a contract of sale shall be understood to be a written contract of sale, a framework contract of sale, an order accepted by the Supplier from the Buyer (or an order from the Buyer which is deemed to have been accepted by the Supplier) or a contract of sale concluded by direct delivery of goods on the basis of an order from the Buyer
- 1.3 By concluding a written contract of sale, by confirmation of the order by the Supplier, or by the moment when the Buyer's order is deemed to be accepted by the Supplier, or by concluding a contract of sale by direct delivery of the goods on the basis of the Buyer's order, the Supplier expresses that it has read the contents of these GTC and expresses its full consent to all rights and obligations contained in these GTC and arising from these GTC and accepts these GTC as part of the contract of sale.
- 1.4 Order means a document so called, issued and sent by the Buyer to the Supplier for the purpose of concluding a "partial" purchase or other commercial contract. The conclusion of the relevant "sub-contract" is affected by the Supplier's acceptance of the order in writing or by the direct delivery of goods which fully comply with the terms of the order and which are accepted by the Buyer.
- 1.5 In the event that a "partial" purchase agreement deviates in its content from the content of these GTC, the provisions of the "partial" purchase agreement shall prevail over the deviating provisions of these GTC.
- 1.6 The Supplier's Terms and Conditions, which have not been expressly agreed in writing by the Buyer as part of the contractual documentation between the parties, shall not apply to the legal relationship between the Buyer and the Supplier.

## **2. PURCHASE PRICE**

- 2.1 The Buyer is obliged to pay the Supplier the purchase price set out in the Purchase Agreement. The purchase price set forth in the agreement is a fixed price, set in parity by DAP ZAT a.s., Příbram VI, K Podlesí 541, ZIP code 261 80, Czech Republic, according to INCOTERMS, unless expressly stated otherwise in the purchase or partial contract.
- 2.2 The Supplier shall issue an invoice for the delivered goods as an accounting and tax document, and shall invoice the respective purchase price. Invoices shall be delivered to the address of ZAT a.s., Financial Department, Příbram VI, K Podlesí 541, Postal Code 261 80. If the Buyer gives written consent to the Supplier to deliver invoices in electronic form, the Supplier is obliged to deliver invoices only in electronic form in PDF or ISDOC format to the Buyer's email address designated by the Buyer for this purpose.
- 2.3 Each invoice shall comply with the requirements of a tax document as laid down by law.
- 2.4 The Buyer shall be entitled to return such invoice which does not contain the required details and information within the due date of such invoice without being in default of payment of the purchase price. In the event of a return, the due date provided for in the Purchase Agreement or these GTC shall be calculated from the date of delivery of a corrected invoice containing all the required details and information.
- 2.5 Due date of the purchase price is set out in the purchase or partial contract. If the due date of the purchase price is not specified in the purchase contract, the buyer is obliged to pay the purchase price within sixty (60) days from the date of delivery of the proper invoice to the bank account of the supplier specified on the delivered invoice. The Supplier shall be entitled to an invoice if it duly fulfils its obligations under the Purchase Agreement.
- 2.6 The date of payment of the purchase price in the case of non-cash payment is the date on which the amount of the purchase price is debited from the Buyer's account by the bank.
- 2.7 The Buyer is entitled to unilaterally set off any of its claims against the Supplier, whether due or not, whether time-barred or not. The Supplier is not entitled to unilaterally set off its claims against the Buyer's claims arising from or in connection with the Purchase Agreement or these GTC.
- 2.8 The Supplier is entitled to assign claims against the Buyer under the Purchase Contract only with the prior written consent of the Buyer.
- 2.9 The Supplier undertakes not to encumber in any way (e.g. by pledge) its claims from the Buyer under the Purchase Agreement or these GTC in favour of a third party without the prior written consent of the Buyer.

### **3. QUANTITY, QUALITY, PACKAGING OF GOODS**

- 3.1 The Supplier is obliged to deliver the goods in the quantity specified in the Purchase Contract. For the avoidance of doubt, the Supplier and the Buyer expressly exclude the application of the provisions of Section 1930(2), first sentence, of Act No. 89/2012, Civil Code, as amended, (hereinafter referred to as "CC") in the case of partial performance by the Supplier, and the Buyer is therefore not obliged to accept the partial performance offered by the Supplier.
- 3.2 For the avoidance of doubt, the Supplier and the Buyer further exclude the application of the provisions of Section 2093 CC, i.e. if the Supplier delivers a greater quantity of goods than it is obliged to deliver under the Purchase Contract, the Purchase Contract for the excess quantity of goods shall not be concluded.
- 3.3 The Goods must be delivered to the Buyer in the quality, workmanship and with the documents expressly specified in the Purchase Contract. Where the quality and workmanship of the goods are not expressly specified in the contract of sale, the Supplier is obliged to deliver the goods to the Buyer in a quality and workmanship which fully satisfies the purpose for which such goods are delivered and, if no such purpose is agreed, the purpose for which such goods are normally used. The goods must comply with all technical requirements and technical and safety standards for the type of goods, both mandatory and recommended standards in the Czech Republic and the country of origin of the goods, if applicable, as specified in the subcontract. The goods and the components used in their manufacture must be new, unused, undamaged and made of good quality material. If the goods are supplied on the basis of samples, designs or drawings, they must correspond entirely to such samples or drawings. The goods must be capable of giving a consistently standard performance in accordance with the characteristics and quality specified in the contract of sale and be fully fit for the purpose for which they are supplied. The goods shall be free from any legal defects.
- 3.4 The Buyer is entitled to audit or inspect all processes of the Supplier at any time during the term of the Purchase Agreement. An audit, inspection or approval of any act or procedure of the Supplier by the Buyer shall not relieve the Supplier of liability for defects in the Goods supplied in accordance with the Purchase Contract and these GTC. The Supplier shall not be entitled to delegate the performance of part or all of its obligations under the Purchase Contract or these General Conditions to a third party without the prior written consent of the Buyer. Binding requirements for corrective measures may be part of the evaluation of the Supplier's competence.
- 3.5 The Supplier declares and warrants that the Goods as described in the relevant Purchase Agreement will:
- a) in conformity with the material, dimensional, technological and physical specifications set out in the relevant drawing or other technical documentation to which the

purchase contract or order refers, while;

- (i) such specifications may include a standard in the form of a reference sample
- (ii) the Supplier shall obtain the prior written consent of the Buyer for any deviations from the said specifications
- (iii) Buyer's approval of any technical documentation submitted by Supplier does not limit Buyer's right to claim defects in the Product;

b) bear a unique identification mark if required by the relevant technical documentation

- 3.6 The Supplier undertakes that each delivery of the Goods shall include the documents specified in the Purchase Contract. Each document attesting compliance with the prescribed quality and safety features shall bear a reference to the delivery of the products to which it relates.
- 3.7 Identification of delivered products is one of the important requirements of ISO 9001. The Supplier undertakes to ensure that each packaging unit of which the delivery consists shall indicate at least the name of the product, its unique identifier, the corresponding order number, the name of the Supplier and the date of manufacture and/or shipment.
- 3.8 The Supplier is obliged to pack, secure or otherwise provide for the transport of the goods at his own expense in the manner expressly provided for in the Purchase Contract. In the event that the manner of packing and securing the goods for transport is not stipulated in the purchase contract, the Supplier undertakes to pack and secure the goods for transport in such a way that no damage or deterioration of the goods can occur during transport, including loading and unloading. All costs for packing, securing and precautions of the goods are included in the purchase price according to the purchase contract.
- 3.9 The Supplier shall use a method of packaging and packaging materials adequate to the nature of the Products and which will adequately protect them from damage during transportation, handling and storage. The order may also directly specify or refer to specific packaging regulations.
- 3.10 Each delivery shall include a delivery note. This document shall contain at least the following information:
- a) identification of the supplier and the buyer
  - b) the specific number (identification code) of the relevant order;
  - c) a full description of the goods to be supplied, including a specification of the documents supplied
  - d) the quantity of products actually delivered;
  - e) the identification numbers of the goods from the purchase contract/order

- 3.11 The Supplier and the Buyer agree that the time of performance is fixed in favour of the Buyer.
- 3.12 The Supplier acknowledges that the Buyer does not maintain a warehouse of goods and therefore timely delivery of goods is a condition for the proper performance of the Buyer's obligations to its customers. The Supplier further acknowledges that delay in delivery of the Goods to the Buyer under the Purchase Contract and these GTC may result in penalties in the form of liquidated damages and/or damages claimed by the Buyer's customer. If the Supplier becomes aware that there is a risk of delay in delivery of the Goods, the Supplier undertakes to inform the Buyer immediately of this fact and to submit a proposal for a possible solution
- 3.13 The date which the Buyer's Receiving Officer enters on the delivery note as part of his acknowledgement shall be deemed to be the actual date of delivery. However, confirmation of the delivery note is not confirmation of faultless performance. A quality inspection to detect apparent defects shall take place after receipt of delivery but not later than fourteen (14) days after receipt of the goods.
- 3.14 The Supplier undertakes to notify the Buyer of any cases where the ordered delivery contains substances of a hazardous nature.
- 3.15 The Supplier undertakes to ensure that no part of its performance which it acquires from a third party or component (supplied by a third party) which it delivers to the Buyer as part of its performance under the Contract is counterfeit, fraudulent or altered in any way. The Supplier shall only use original components and parts at all times. In the event that the Supplier discovers that any part of its performance or component is counterfeit, fraudulent or altered, the Supplier shall inform the Buyer of this fact without undue delay, but no later than within three (3) working days from the time when it discovered or should have discovered and could have discovered such fact.
- 3.16 The Supplier is obliged to inform the Buyer if gold, cobalt, tin, tantalum, tungsten or mica are contained in the Goods. The Supplier shall use its best endeavours to ensure that only metals or minerals obtained from verified and certified sources are used in the Goods supplied to the Buyer.

#### **4. PERFORMANCE OF THE CONTRACT**

- 4.1 The Supplier is obliged to deliver the goods to the Buyer properly and on time. Goods shall be deemed to be delivered on time if they are delivered within the agreed performance period. Goods shall be deemed to have been duly delivered when all of the following conditions have been met:
- a) the goods are duly delivered by the supplier, together with all documents, to the place of delivery

- b) the goods are accompanied by complete documents with no defects relating to the goods,
- c) the goods are accepted by the buyer
- d) the goods are free from defects. Acceptance of the goods does not affect the buyer's claims for liability for defects.

## **5. LIABILITY FOR DEFECTS AND QUALITY GUARANTEE**

- 5.1 The Supplier shall be liable for any defects in the goods at the time of their acceptance by the Buyer, even if the defect becomes apparent later, as well as for any defects that occur during the warranty period.
- 5.2 Paragraph 5.1 above is without prejudice to the Supplier's obligations under the quality guarantee. By concluding the Purchase Contract with the Buyer, the Supplier declares a guarantee of quality in relation to the Buyer and undertakes to satisfy the Buyer in excess of its statutory rights in respect of defective performance. By guaranteeing the quality, the Supplier undertakes that the goods delivered under the Purchase Contract will be fit for the purpose specified in the Purchase Contract, otherwise for the usual purpose, and that they will retain the characteristics specified in the Purchase Contract, otherwise the usual characteristics, including their function and performance, for the duration of the guarantee period. If the contract of sale does not provide for certain characteristics of the goods, the supplier undertakes by way of a guarantee of quality to the buyer that the goods delivered under the contract of sale will retain their usual characteristics during the guarantee period. The Supplier shall be liable for such defects in the goods as are detected after acceptance of the goods and claimed by the Buyer within the warranty period.
- 5.3 The length of the warranty period is determined by the purchase contract or subcontract, as the case may be. If the length of the warranty period is not expressly stipulated in the purchase or subcontract, the length of the warranty period shall be thirty-six (36) months from the date of acceptance of the goods by the Buyer.
- 5.4 The Parties agree and expressly declare that the Buyer is not obliged to inspect the goods upon acceptance or immediately thereafter.
- 5.5 Any defect may be complained about at any time within the complaint period determined by the length of the warranty period.
- 5.6 If the Buyer discovers any defects in the delivered goods, the Buyer shall draw up a defect report, which shall contain in particular the specification of the defect, how the defect manifests itself and what claim referred to in paragraph 5.8 of these GTC (hereinafter referred to as "defect report") and shall send it to the Supplier within thirty (30) days from the date of discovery of the defects. The assertion of a claim for liability for defects in the goods shall be without prejudice to the Buyer's claim for damages.

- 5.7 For the avoidance of doubt, the parties expressly exclude the application of Sections 1965, 2103, 2104, 2111 and 2112 CC.
- 5.8 Regardless of the nature of the defect and the severity of the breach of the purchase contract, the Buyer is always entitled to:
- a) demand the removal of the defect by supplying new goods without defect for the defective goods, supplying the missing goods and demanding the removal of legal defects
  - b) require the removal of defects by repairing the goods,
  - c) demand a reasonable discount on the purchase price,
  - d) withdraw from the purchase contract,
  - e) to rectify the defect themselves, if this is the most advantageous for economic reasons or for reasons of speed, at the Supplier's expense. The Supplier undertakes to pay all costs relating to the removal of the defect.
- 5.9 The choice between the claims referred to in paragraph 5.8 of these GTC is exclusively the Buyer's. The Supplier and the Buyer agree that the provisions of Sections 2106 (2) and (3) and 2107 CC shall not apply.
- 5.10 In the event that the Buyer makes a claim under paragraph 5.8(a) or (b) of these GTC and the Supplier fails to remedy the defects in the manner and within the time specified by the Buyer and if the Buyer does not specify a time limit, but not later than thirty (30) days after delivery of the Notice of Defects to the Supplier, or if before the expiration of the time limit the Supplier notifies the Buyer that it will not remedy the defects, the Buyer may:
- a) withdraw from the contract of sale; or
  - b) claim any other entitlement under paragraph 5.8 of these GTC
- 5.11 The Supplier is obliged to remedy the defect and bears all costs related to the remedy, even if it does not accept that it is liable for the defect, until the contrary is proven. For the avoidance of doubt, the Supplier and the Buyer expressly agree that the provisions of Section 1749 CC shall not apply in the event of the determination of the amount of the discount on the purchase price by an expert.
- 5.12 In the event that a claim of a defect alleged by the Buyer is justified, the Buyer shall be entitled to require the Supplier to pay a flat fee of EUR 50 (in words: fifty euros) for each such defect. This fee shall be payable on the basis of the Buyer's invoice.

## **6. TRANSFER OF PROPERTY RIGHT AND RISK OF DAMAGE**

- 6.1 The ownership of the delivered goods is transferred to the buyer at the moment of acceptance of the goods by the buyer. The risk of damage to the goods shall pass to the Buyer upon the Buyer's acceptance of the goods.



## **7. FOR DELAY AND BREACH OF CONTRACT**

- 7.1 In the event that the Supplier fails to fulfil its obligation to deliver the Goods to the Buyer on time and/or properly, the Buyer shall be entitled to payment of a contractual penalty in the amount specified in the Purchase Agreement. If the amount of the contractual penalty is not specified in the Purchase Contract, the contractual penalty shall be 0.5% of the purchase price of the goods whose proper delivery is delayed by the Supplier for each week of delay. The payment of the contractual penalty shall not affect the Buyer's right to compensation for damages in addition to the contractual penalty.
- 7.2 In the event that the Supplier breaches any of the obligations set out in paragraph 9.1 of these GTC (i.e. breaches the obligation not to transfer in any way without the prior written consent of the Buyer the information referred to in paragraph 9.1 of these GTC to a third party and/or breaches the obligation to use such information only for the purposes of the Purchase Agreement and the execution of orders placed by the Buyer), the Buyer shall be entitled to a contractual penalty of 5% of the sum of the purchase price excluding VAT paid by the Buyer for the entire calendar year in which the breach of obligation occurred, for each individual case of breach. The Supplier acknowledges that a breach of the provisions of paragraph 9.1 of these GTC is a fundamental breach of the Supplier's obligations. The Supplier further acknowledges that this penalty is proportionate to the nature of the obligation whose breach it sanctions. The payment of the contractual penalty shall be without prejudice to the right to compensation for damages in full.
- 7.3 In the event of a breach by the Supplier of the obligation referred to in paragraph 2.8 of these GTC, the Buyer shall be entitled to a contractual penalty of ten percent (10%) of the nominal value of the receivable assigned in breach of these GTC. The payment of the contractual penalty shall be without prejudice to the Buyer's right to compensation for damages, in addition to the contractual penalty, in full.
- 7.4 In the event of delay by the Buyer in payment of the purchase price or part thereof under the Purchase Contract, the Supplier is entitled to payment of interest on late payment in the amount specified by law.

## **8. HIGHER POWER**

- 8.1 If one of the contracting parties is prevented from fulfilling its obligations under the purchase contract by an extraordinary, unforeseeable and insurmountable obstacle arising independently of its will within the meaning of Section 2913 (2) CC, the time limits for fulfilling the obligations of the contracting parties under the purchase contract shall be extended by the period for which the obstacle lasts. The Supplier is obliged to inform the Buyer immediately of the occurrence and termination of such an obstacle and to provide the Buyer with proof of the obstacle. As soon as the impediment ceases to exist, the



Supplier undertakes to make every effort to fulfil the purpose of the Purchase Agreement and undertakes to ensure that the obligations under the Purchase Agreement are fulfilled without undue delay.

- 8.2 For the purposes of the Purchase Contract, the Parties shall consider the following events to be an extraordinary unforeseeable and insurmountable obstacle: war, mobilization, natural disaster affecting the entire country in which the Party to which the obstacle is an obstacle is based. The Parties declare that they do not consider a workforce strike to be a high power for the purposes of the Purchase Agreement.

## **9. SECRECY AND PATENT RIGHTS**

- 9.1 If in connection with the Purchase Contract or the execution of an order the Buyer provides the Supplier with any documents, including drawings, sketches, samples, as well as communications of a confidential nature, knowledge and experience, the Supplier is obliged not to pass on such information in any way without the prior written consent of the Buyer to a third party and to use it only for the purposes of the Purchase Contract and the execution of orders placed by the Buyer.
- 9.2 The Buyer reserves the copyright to any form of technical documentation submitted that is marked with the "ZAT" logo.
- 9.3 The Purchase Contract and all information and documents related thereto are confidential and neither Party shall be entitled to disclose such information to third parties without the consent of the other Party, except to the professional advisors of the Parties (accountants, tax advisors and attorneys), provided that they are bound by confidentiality obligations to the appropriate extent, and except where disclosure of such information is required by law or by the competent authorities pursuant to law, or where such information is already in the public domain, or where such information is disclosed to controlled companies of the Buyer or the Supplier.
- 9.4 The delivery of the Goods shall not infringe any patent rights, license rights or other protected rights and legitimate interests of third parties, nor shall it be free from any other legal defects. In the event that a third party makes claims against the Buyer arising from patent, licence or other legal claims, the Supplier undertakes to indemnify the Buyer and to pay all costs and damages incurred by the Buyer in this connection. The Supplier shall cooperate in the settlement of such third-party claims, in particular by providing documents certifying the defect-free nature of the goods supplied by it.
- 9.5 The Buyer is entitled to assign any patent rights, licenses or other protected rights of third parties supplied by the Supplier to its customers for the purpose of commissioning, operation, maintenance and repair of the equipment of which the Goods will be a part.

9.6 The Buyer is also entitled to make its other suppliers/subcontractors aware of the information it receives from the Supplier in connection with the delivery of the Goods to the extent necessary.

## **10. RESIGNATION**

10.1 The Buyer is entitled to withdraw from the Purchase Contract with the Supplier in whole or in part if:

- a) the supplier is the subject of insolvency proceedings;
- b) the supplier is in delay with the delivery of the goods according to the purchase contract for more than 2 weeks;
- c) the Supplier is in delay in remedying the defect for more than 2 weeks
- d) the Supplier assigns the claim or any part thereof in breach of paragraph 2.8 of these GTC.

10.2 Withdrawal from the contract shall terminate all mutual rights and obligations of the parties arising from the purchase contract, with the exception of the rights referred to in § 2005 (2) CC, on the date of delivery of the written withdrawal to the other party.

10.3 In the event of withdrawal from the Purchase Contract, the Buyer shall retain the Goods delivered by the Supplier up to the time of delivery of the withdrawal from the Purchase Contract and shall pay to the Supplier the Purchase Price of the Goods delivered up to the time of withdrawal from the Purchase Contract.

## **11. CODE OF CONDUCT**

11.1 The Buyer has issued a Code of Conduct ZAT a.s., which is available at: <http://www.zat.cz/cz/eticky-kodex-spolecnosti.htm> (hereinafter referred to as the "Code of Conduct"). The Code of Conduct covers the principles of social responsibility in the areas of human rights, working conditions and the environment and anti-corruption as defined by the United Nations Global Compact, Global Compact Czech Republic and the International Labour Organization. The Code of Conduct is binding on the buyer and its employees.

11.2 The Supplier is obliged to familiarize himself with the Code of Conduct. By entering into the Purchase Contract, the Supplier undertakes to comply with the Code of Conduct to the extent that it applies to the Supplier in the performance of its rights and obligations under the Purchase Contract and these GTC.

## **12. APPLICABLE LAW AND DISPUTE RESOLUTION**

- 12.1 The rights and obligations of the contracting parties, including the conclusion of the purchase contract, its validity and effectiveness, are governed by the law of the Czech Republic, in particular the CC.
- 12.2 The Parties hereby agree that the Buyer is entitled to amend these GTC at any time during the term of the Purchase Agreement. The Buyer shall notify the Supplier in writing of any amendment to the GTC at least two (2) months before the date on which the amendment is to take effect. The Supplier shall be entitled to reject the amendment no later than the effective date of the amendment to the GTC and to terminate the Purchase Contract by giving one (1) month's written notice from the date of delivery of the notice to the Buyer. If the Supplier does not reject the change by the effective date of the change, the Supplier shall be deemed to have accepted the change. The Buyer shall draw the Supplier's attention to this consequence in the notice of the change to these GTC. The Supplier declares that by the effectiveness of the amended GTC it has become aware of all modifications to the GTC.
- 12.3 All correspondence delivered in connection with the Purchase Contract must be delivered to the Buyer in writing, in person, by registered mail, by courier service and, if the Buyer agrees in writing, by email. Unless the Purchase Contract provides otherwise, the Buyer shall be served at the address specified in these GTC.
- 12.4 The parties undertake to attempt to resolve any disputes arising out of or in connection with the Purchase Agreement by mutual agreement. The Parties further agree that if they fail to resolve any dispute or claim arising out of or in connection with the Purchase Agreement by mutual agreement, they shall submit such dispute or claim to a court of competent jurisdiction for final determination. The Parties agree, in accordance with Section 89a of Act No. 99/1963 Coll., the Code of Civil Procedure, as amended, that the District Court Pilsen - City or the Regional Court in Pilsen, depending on the subject matter jurisdiction, shall be the competent court.

**In Příbram on 20.6.2025**