

GENERAL TERMS AND CONDITIONS OF ZAT a.s.
FOR THE EXECUTION OF WORKS AND PROVISION OF SERVICES
(hereinafter referred to as "GTC")
VOP_NS_V04 – 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, ID 451 48 431, with its registered office at Příbram VI, K Podlesí 541, Postal Code 261 01, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 1583 (hereinafter referred to as the "**Buyer**") on the one hand and the company designated in the order or contract for work or contract for the provision of services as the contractor, supplier, provider, etc. (hereinafter referred to as the "**Supplier**") on the other hand.

These GTC govern:

- 1.2. the terms and conditions of the Supplier's performance of the Work for the benefit of the Buyer, on the basis of the Work Contract or Master Work Contract concluded between the Buyer and the Supplier;
- 1.3. the terms and conditions of the provision of the service or services by the Supplier to the Buyer, based on the service contract or framework service contract concluded between the Buyer and the Supplier.
- 1.4. For the purposes of these GTC, a work contract is understood to be a written work contract or a framework work contract, an order accepted by the Supplier or a work contract concluded by direct execution of the work on the basis of the Buyer's order. A service contract within the meaning of these GTC means a written service contract or a framework service contract, an order accepted by the supplier or a service contract concluded by the direct provision of services on the basis of the Buyer's order (work contract and service contract together hereinafter referred to as "contract"). The provision of a service is in particular the case where the subject of the contract is the performance of an activity, the result of which is specified in the contract is not materially traceable (e.g. modification of software solutions, etc.).
- 1.5. By concluding a written contract, confirming an order by the Supplier or concluding a contract by directly performing the work or providing a service on the basis of the Buyer's order, the Supplier expresses full consent to all rights and obligations contained in and arising from these GTC.
- 1.6. Purchase Order means a document so called, issued and sent by the Buyer to the Supplier for the purpose of concluding a "partial" contract or other commercial contract. The conclusion of the relevant 'sub-contract' shall be effected by the Supplier's acceptance of the Order in writing or by the direct performance of the Work or provision of the Services which fully comply with the terms of the Order and which are accepted by the Buyer.
- 1.7. In the event that a written contract deviates in its content from the content of these GTC, the provisions of the contract shall prevail over the deviating provisions of these GTC.

2. PRICE OF THE WORK, PAYMENT FOR THE PROVISION OF THE SERVICE

- 2.1. The Buyer is obliged to pay the Supplier the price of the work or the payment for the provision of the service set out in the contract. The price of the work or the consideration for the provision of the service set by agreement is a fixed price, unless otherwise expressly stated in the purchase or subcontract.
- 2.2. Unless otherwise agreed between the Parties in the Contract, the Supplier shall issue an invoice for the work performed or service provided as an accounting and tax document after the work has been performed or service provided. This invoice shall account for the relevant price of the work or service. Invoices issued by the Supplier shall be delivered to ZAT a.s., Financial Department, Příbram VI, K Podlesí 541, Postcode 261 80 or electronically to fakturace@zat.cz.
- 2.3. Each invoice must comply with the requirements of a tax document set out in the legislation.
- 2.4. The Buyer is entitled to return such invoice that does not contain the required details and information within the due date of such invoice without being in default of payment of the price of the work or payment for the provision of the service. In the event of a return, the due date provided for in the contract or these GTC shall be calculated from the date of receipt of a corrected invoice containing all the required particulars and information.
- 2.5. The due date for payment of the price of the work or payment for the provision of services is set out in the contract. In the event that the due date for payment of the price of the work or payment for the provision of services is not specified in the contract, the Buyer shall be obliged to pay the price of the work or payment for the provision of services within ninety (90) days from the date of receipt of a proper invoice. The Supplier shall be entitled to an invoice at the time when the work is duly performed or the service duly provided, all in accordance with the provisions of paragraph 4.4 of these GTC.
- 2.6. The date of payment of the price of the work or payment for the provision of the service shall be the date on which the amount of the price of the work or payment for the provision of the service is debited by the Buyer's payment service provider from the Buyer's bank account.
- 2.7. The Buyer is entitled to unilaterally set off any of its claims against the Supplier's claims, 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 Contract or these GTC.
- 2.8. The Supplier shall be entitled to assign claims against the Buyer under or in connection with the Contract or these GTC 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 receivables from the Buyer under the Contract or these GTC in favour of a third party without the prior written consent of the Buyer.

3. PERFORMANCE OF THE WORK, PROVISION OF THE SERVICE

- 3.1. The Supplier is obliged to perform the work or provide the service in accordance with the Contract, these GTC and the applicable legal regulations.
- 3.2. The Supplier shall be bound by the Buyer's instructions regarding the manner in which the work or service is to be performed.
- 3.3. If the Buyer is required under the Contract to provide the Supplier with certain items necessary

for the performance of the Work or the provision of the Service, the Buyer is obliged to hand them over to the Supplier within the time specified in the Contract, otherwise without undue delay after the conclusion of the Contract. If the Buyer fails to provide the items necessary for the performance of the work or the provision of the service in time, the Supplier shall be obliged to call upon the Buyer in writing to provide them, and shall give the Buyer a reasonable period of time to do so. After the expiry of this period, the Supplier may, after prior written notice to the Buyer, procure the items in question itself at the Buyer's expense.

- 3.4. From the outset, the Buyer is the owner of the items provided by the Supplier for the performance of the work or provision of the service until the time of their processing.
- 3.5. The Supplier is obliged to return, after completion of the work or provision of the service or after termination of the obligation to perform the work or provide the service, all items taken over from the Buyer for the purpose of performing the work or providing the service that were not processed during the performance of the work or provision of the service.
- 3.6. The Supplier is not entitled to delegate the performance of part or all of its obligations under the Contract or these GTC to a third party without the prior written consent of the Buyer. The Parties exclude the application of the provisions of Section 2589, second sentence, of the Civil Code. Binding requirements for corrective measures may be part of the evaluation of the supplier's competence.
- 3.7. The Supplier is obliged to notify the Buyer without undue delay of:
 - (i) the unsuitability of the nature of the items procured by the buyer for the supplier to perform the work or provide the service;
 - (ii) the inappropriateness of the buyer's orders;
 - (iii) hidden obstacles to the place of performance of the work or provision of services;
 - (iv) non-compliant products and services, including counterfeit, fraudulent or suspicious items;
 - (v) changes in products and services, changes in subcontracted external providers and changes in the location of production facilities.
- 3.8. The Supplier undertakes to notify the Buyer in all cases where items procured for the performance of the work or provision of the service by the Buyer contain substances of a hazardous nature.
- 3.9. The Supplier shall perform all services and supply all materials not specifically mentioned in the Contract but which may be inferred from the Contract to be necessary for the proper functioning of the Work or the provision of the Service as if such services and/or materials were expressly mentioned in the Contract. The cost of such services works or materials shall be included in the price of the work.
- 3.10. The Parties agree that the provisions of the applicable technical standards with the written designation ČSN shall be considered binding by the Buyer and the Supplier. Failure to comply with their provisions shall be considered a material breach of the terms of this contract. The Supplier shall perform all tests prescribed by the ČSN in connection with the subject matter of performance. The Supplier shall document the success of these prescribed tests in the form required by the ČSN.
- 3.11. Unless otherwise agreed and specified in the Contract or in individual cases, all products delivered and installed must be new and unused and must be of the quality, quantity, measure, weight and without defects as required by law and comply with the binding technical, sanitary and safety

standards and regulations. The Supplier shall be obliged to supply the work or services in the quantities specified in the 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 the Civil Code in the event of partial performance by the Supplier.

- 3.12. The Supplier undertakes to comply with the provisions of §13 of the Declaration of Conformity pursuant to Act No. 22/1997 Coll., as amended, in the case of the delivered products.
- 3.13. 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. If the Supplier discovers that any part of its performance or component is counterfeit, fraudulent or altered, it shall inform the Buyer thereof without undue delay, but no later than three (3) working days from the time when it discovered or should and could have discovered such fact.

4. PERFORMANCE OF THE CONTRACT

- 4.1. The Supplier is obliged to perform the work or provide the service at his own expense and risk within the time agreed in the contract. The work shall be deemed to have been performed on time if it is performed and subsequently handed over within the agreed time, scope and functionality and at the place agreed in the contract. The service shall be deemed to have been provided on time if it is provided at the time and place agreed in the contract.
- 4.2. If, according to the contract, the proper execution of the work is to be demonstrated by the performance of the agreed tests, the work shall only be deemed to have been completed when these tests have been successfully carried out. The Supplier is obliged to invite the Buyer to participate in these tests in writing in good time, always at least five (5) working days in advance. The result of the tests shall be recorded in a test report signed by both parties.
- 4.3. When performing the work and providing services, the Supplier is obliged to proceed properly in accordance with the schedule or deadlines agreed in the contract, with due care and undertakes to comply with all applicable generally binding legal regulations in force in the Czech Republic.
- 4.4. The Work shall be deemed to have been duly performed and the Services shall be deemed to have been duly provided when all of the following conditions have been met:
- (i) the work or services are duly completed by the Supplier and handed over to the Buyer at the agreed time and place, fully functional and meeting quality, legislative and normative requirements;
 - (ii) complete and perfect documents relating to the work or service are handed over to the buyer together with the work or service;
 - (iii) the work or service is accepted by the buyer on the basis of a written handover report;
 - (iv) the work or service is free from defects; acceptance of the work or service does not affect the buyer's claims for liability for defects.
- 4.5. The Parties exclude the application of the provisions of Section 2605 (2) Civil Code.
- 4.6. If the work or service is to be performed in parts, it may be delivered and accepted in parts if so agreed in the contract or if the buyer agrees in writing in advance. The parties exclude the

provisions of Section 2606 of the Civil Code.

- 4.7. The Supplier assumes the risk of changing circumstances.

5. CODE OF CONDUCT

- 5.1. The Buyer has issued the Code of Conduct of 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 field of human rights, working conditions and the environment and anti-corruption environment, as defined by the United Nations Global Compact, Global Compact Czech Republic and the International Labour Organisation. The Code of Conduct is binding on the Buyer and its employees. The Supplier undertakes to comply with the Code of Conduct to the extent that it applies to the Supplier in the performance of the rights and obligations related to these GTC.
- 5.2. The Supplier is obliged to familiarize themselves with the Code of Conduct. By concluding the Contract for Work, 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 Contract for Work and these GTC.

6. TRANSPORT AND PLACE OF DELIVERY

- 6.1. Unless otherwise stipulated in the Order/Contract, the delivery under the terms of the DDP includes the Buyer's headquarters ZAT a.s. K Podlesí 541, Příbram 26101 Czech Republic according to INCOTERMS.

7. LIABILITY FOR DEFECTS

- 7.1. The work or the service provided is defective if the performance of the work or the service provided does not comply with the results and requirements specified in the contract or arising from statutory or regulatory provisions. The parties exclude the provisions of § 2615, paragraph 2, second sentence.
- 7.2. The Supplier shall be liable throughout the warranty period for any defects in the work or service at the time of acceptance by the Buyer or at any time during the warranty period. The Buyer shall be entitled to bring such defects to the attention of the Supplier at any time within the claim period determined by the length of the warranty period. The Parties also agree and expressly declare that the Buyer is not obliged to inspect the work upon acceptance or immediately thereafter. The Supplier shall also be liable for any defect arising after the time of acceptance of the goods if it is caused by a breach of the Supplier's obligation.
- 7.3. If the Buyer discovers any defects in the work performed or in connection with the service provided, the Buyer shall draw up a defect report containing in particular a description of the defect and how the defect manifests itself and what claim referred to in paragraph 7.5 of these GTCs it requires (hereinafter referred to as "defect report") and shall send it to the Supplier within thirty (30) days of the date of discovery of the defects. The Buyer's right to compensation for damages shall not be affected by the assertion of a defect claim.

- 7.4. For the avoidance of doubt, the parties expressly exclude the application of Sections 1965, 2103, 2104, 2111 and 2112 Civil Code.
- 7.5. Regardless of the nature of the defect and the seriousness of the breach of contract, the Buyer is always entitled to:
- (i) to demand the removal of defects in the work by substituting the defective work, by supplying the missing work or part thereof and to demand the removal of legal defects. The buyer is also entitled to demand the performance of replacement work if the subject matter of the work cannot be returned or handed over to the supplier due to its nature,
 - (ii) to request the elimination of a defect in the service provided by providing a replacement service for the defective service, or by providing the missing service or part of it;
 - (iii) require the removal of defects by repairing the work or service if the defects are repairable;
 - (iv) demand a reasonable discount from the price of the work or payment for the provision of the service;
 - (v) withdraw from the contract;
 - (vi) remedy the defect themselves, if this is the most economically advantageous or for reasons of speed, at the supplier's expense. The Supplier undertakes to pay all costs relating to the rectification of the defect. For the avoidance of doubt, it is expressly stipulated that these costs shall not form part of the price of the work or the consideration for the service.
- 7.6. In the event of a complaint procedure, the Buyer shall be entitled to request an analysis of the root causes of any defects or manufacturing non-conformities found and the determination of immediate, corrective and preventive measures.
- 7.7. The choice between the claims referred to in the provisions of paragraph 7.5 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 Civil Code shall not apply.
- 7.8. In the event that the Buyer asserts a claim for liability for defects pursuant to the provisions of clause 7.5 (i), (ii) and (iii) of these GTC and the Supplier fails to remedy the defects in the work or service provided in the manner and within the time period specified by the Buyer, or if the Supplier notifies the Buyer before the expiry of the time period that the defects will not be remedied, the Buyer may:
- (i) withdraw from the contract; or
 - (ii) make any other claim under the provisions of paragraph 7.5 of these GTC.
- 7.9. The Supplier shall bear all costs related to the application and rectification of defects, even if it does not accept that it is responsible for the defects, until the contrary is proven.
- 7.10. In the event that the work performed by the Supplier or the service provided by the Supplier is defective and the Buyer sends the Supplier a complaint of defects, the Supplier is obliged to pay the Buyer a fee of CZK 1,500 (in words: one thousand five hundred Czech crowns) for each justified complaint of defects. This fee is payable on the basis of the Buyer's invoice.

8. CHECKS AND INSPECTIONS

- 8.1. The Buyer reserves the right to audit the Supplier's quality or inspect any deliveries and performances that are part of the Supplier's performance, including those of the Supplier's subcontractors, for itself, for its Buyer, for representatives of third parties and for representatives of regulatory authorities. The Supplier shall also allow the Buyer, or a person authorised by the Buyer, access to measuring and control instruments and primary data from these instruments. The Supplier shall provide, at its own expense, access to the relevant premises, appropriate assistance and, if necessary, temporary accommodation for the participants in the inspection.
- 8.2. These inspections shall not relieve the Supplier of its responsibility to perform in accordance with the Order/Contract, shall not limit any liability claims it may have and shall in no way constitute acceptance or acceptance of the performance and/or any part thereof.
- 8.3. The Buyer shall also have the right to check the status of the work in progress of the Supplier and its subcontractors, in particular by requesting information from the responsible persons of the Supplier or by physically checking the status of the work in progress of the performance. The Supplier undertakes to regularly inform the Buyer about the progress of the Order/Contract performance according to general practice, but always at the Buyer's request.
- 8.4. The Buyer reserves the right to inspect and test the performance to determine whether all requirements of the Order/Contract have been met.

9. TRANSFER OF PROPERTY RIGHT AND RISK OF DAMAGE

- 9.1. The ownership right to the completed work passes to the Buyer at the moment of acceptance of the work by the Buyer, if the Supplier had it until that time. If the work is carried out on land and buildings owned by the Buyer, the Buyer shall be the owner of the completed work and all its components from the outset.
- 9.2. The risk of damage to the completed work and its components shall pass to the Buyer at the moment of acceptance of the work by the Buyer.

10. CLAIMS FOR DELAY AND BREACH OF CONTRACT

- 10.1. In the event that the Supplier fails to fulfil its obligation to timely and/or properly perform and deliver the Work to the Buyer, the Buyer shall be entitled to payment of a contractual penalty in the amount specified in the Contract. If the amount of the contractual penalty is not specified in the contract, the contractual penalty shall be 0.5% of the price of the work whose proper performance is delayed by the Supplier for each week of delay. Payment of the contractual penalty shall be without prejudice to the Buyer's right to compensation for damages in addition to the contractual penalty.
- 10.2. In the event that the Supplier fails to fulfil its obligation to provide the service to the Buyer in a timely and/or proper manner, the Buyer shall be entitled to payment of a contractual penalty in the amount specified in the Contract. If the amount of the contractual penalty is not specified in the contract, then the contractual penalty shall be 0.5% of the price of the service whose proper provision is delayed by the Supplier for each week of delay. Payment of the contractual penalty shall be without prejudice to the Buyer's right to compensation for damages in addition to the contractual penalty.

- 10.3. In the event that the Supplier violates the provisions of paragraph 13.1 of these GTC (i.e. violates the obligation not to transfer the information referred to in paragraph 9.1 of these GTC to a third party in any way without the prior written consent of the Buyer and/or violates the obligation to use this information only for the purposes of the contract and the execution of orders placed by the Buyer), the Buyer shall be entitled to a contractual penalty of CZK 1,000,000 for each individual case of violation. The Supplier acknowledges that a breach of the provisions of paragraph 13.1 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 covers. The payment of the contractual penalty shall be without prejudice to the right to compensation for damages in full.
- 10.4. In the event of the Buyer's default in payment of the price of the work or payment for the provision of services or parts thereof in accordance with the Contract, the Supplier shall be entitled to payment of interest on late payment in the amount specified by the relevant legal regulations.

11. QUALITY GUARANTEE

- 11.1. The Supplier undertakes that the work and/or service under the Contract will be fit for the purpose specified in the Contract, otherwise for the usual purpose, and that it will retain the characteristics specified in the Contract for the warranty period. If the contract does not stipulate any of the characteristics of the work, the supplier undertakes by way of guarantee to the buyer that the work performed under the contract, or the service provided will retain its usual characteristics during the guarantee period.
- 11.2. The warranty for the quality of the work or service provided, as well as the warranty period relating to the work or service provided, are regulated in the contract. Unless the length of the guarantee period is expressly stipulated in the contract, the length of the guarantee period shall be thirty-six (36) months from the date of acceptance of the work by the buyer or provision of the service by the buyer.

12. HIGHER POWER

- 12.1. If one of the contracting parties is prevented from fulfilling its obligations under the contract by an extraordinary, unforeseeable and insurmountable obstacle arising independently of its will within the meaning of Section 2913(2) of the Civil Code, the time limits for fulfilling the obligations of the contracting parties under the 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 evidence of the obstacle. As soon as the impediment ceases to exist, the Supplier undertakes to make every effort to fulfil the purpose of the contract and undertakes to ensure that the obligations under the contract are fulfilled without undue delay.
- 12.2. For the purposes of the Contract, the Parties shall exclusively consider the following events to be an extraordinary, unforeseeable and insurmountable obstacle: war, mobilization, revolution, natural disaster affecting the entire country in which the Party to which the obstacle is an obstacle resides. The Parties declare that they do not consider a strike to be force majeure for the purposes of the Purchase Agreement.

13. SECRECY AND PATENT RIGHTS

- 13.1. In connection with the execution of the contract, the Buyer provides the Supplier with various documents including drawings, sketches, samples, as well as communications of a confidential nature, knowledge and experience. The Supplier undertakes not to pass on such information to any third party in any way without the prior written consent of the Buyer and to use it only and exclusively for the purpose of the performance of the Contract.
- 13.2. The Buyer reserves the copyright to any form of technical documentation submitted that is marked with the "ZAT" logo.
- 13.3. The Contract, and all information and documents relating thereto, shall be 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 lawyers), 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.
- 13.4. The performance of the work or the provision of the service shall not infringe any patent rights or other protected rights and legitimate interests of third parties and shall not exhibit 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 provide assistance in settling such third-party claims, in particular by providing documents certifying the defect-free nature of the work or service provided by the Supplier.
- 13.5. All patent rights, licenses or other protected rights of third parties supplied by the Supplier to the Buyer on the basis of or in connection with the Contract, the Buyer is entitled to grant to its buyers for the purpose of commissioning, operation, maintenance and repair of the equipment of which the Work or Service will be a part.
- 13.6. The Buyer is also entitled to acquaint its other suppliers/subcontractors with the information it receives from the Supplier in connection with the performance of the work or provision of services under the Contract to the extent necessary.
- 13.7. If the Work and/or Services include a work of authorship (hereinafter referred to as the "Work of authorship") and unless otherwise provided in a written agreement, the Supplier grants the Buyer a non-exclusive licence to use the Work of authorship in all ways provided for by the laws relating to works of authorship (hereinafter referred to as the "Licence"). The Licence is granted by the Supplier as an unlimited territorial licence for a period of fifteen (15) years starting from the receipt of the work and/or service of which the Copyright Work is a part. The remuneration for the licence to use the copyright work is included in the price of the work and/or service. The Buyer is not obliged to use the license. The Buyer is entitled to grant a licence or part thereof or a sub-licence to any third party. The Buyer is entitled to make modifications, repairs or any intervention in the copyright work or to entrust such activities to a third party.

14. RESIGNATION

14.1. The Buyer is entitled to withdraw from the contract with the Supplier in whole or in part if:

- (i) insolvency proceedings have been opened against the supplier
- (ii) the Supplier is more than two (2) weeks late in performing the Work or providing the Services under the Contract;
- (iii) the Supplier is more than two (2) weeks late in remedying any defect in the Work or Service;
- (iv) the Supplier assigns the claim or any part thereof in breach of clause 2.8 of these GTC

14.2. Upon withdrawal from the contract, all mutual rights and obligations of the parties shall cease, except for claims for liquidated damages and damages.

15. OCCUPATIONAL HEALTH AND SAFETY, FIRE PROTECTION AND ENVIRONMENTAL PROTECTION

15.1. In performing the Work or providing the Service, the Supplier shall observe and perform all obligations, orders, prohibitions and requirements set forth in

- (i) relevant generally binding legal regulations governing occupational safety and health protection (hereinafter referred to as "OHS"), fire protection (hereinafter referred to as "FP") and environmental protection (hereinafter referred to as "EP");
- (ii) similar internal regulations of the buyer.

15.2. Signing the contract, the Supplier is obliged to provide the Buyer with a List of OHS risks.

15.3. Before commencing the execution of the work or provision of the service, the responsible employee of the Supplier shall be familiarised with the content of the buyer's regulations governing OHS; FP and EP. The Buyer's responsible employee shall draw up a "Record of training and verification of knowledge". The Supplier's employee who has received the training shall confirm by his signature that he has understood the content of the training and the requirements, obligations and instructions set out and will comply with them when carrying out the work or providing the service.

15.4. The responsible employee of the Supplier shall subsequently conduct training of other employees of the Supplier who will participate in the performance of the work or provision of the service, to the extent provided for in paragraph 15.3 of these GTC.

15.5. The Supplier is obliged to equip its employees performing the work or providing the service with personal protective equipment in accordance with the relevant legal regulations. The Supplier shall be responsible for the functionality and use of the personal protective equipment by the Supplier's employees when performing the Work or providing the Service.

15.6. The Supplier is obliged to ensure that the work is carried out or the service is provided only by personnel who meet the qualification requirements and the requirements for professional and medical competence set out by generally binding legal regulations.

15.7. In performing the Work or providing the Service, the Supplier is entitled to use only apparatus, tools, machinery and equipment in satisfactory technical condition, for which the required inspections and revisions have been carried out in accordance with the relevant legal and other regulations and the apparatus, tools, machinery or equipment in question have not been declared unfit for further operation or use after the inspection or revision.

- 15.8. The Supplier shall be obliged to act in all its activities in connection with the performance of the Work or provision of the Service in such a way as to prevent the occurrence of accidents (i.e. fire; explosion; damage to the health of workers or other persons; chemical spillage; environmental damage; accidents during operational activities, etc.). If an accident occurs on the Buyer's premises during the performance of the Work or the provision of the Service, the Supplier shall proceed in accordance with the relevant legal regulations and immediately notify the Buyer of the occurrence of such an event.

16. APPLICABLE LAW AND DISPUTE RESOLUTION

- 16.1. The rights and obligations of the Parties, including the conclusion of the Contract, its validity and effectiveness, are governed by the law of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code, as amended.
- 16.2. The Parties hereby agree that the Buyer is entitled to amend these GTC at any time during the term of the Contract for Work. 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, the Supplier shall be deemed to have agreed to 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.
- 16.3. All correspondence delivered in connection with the work contract must be delivered to the Buyer in writing, either in person, by registered mail, by courier service or, if the Buyer agrees in writing, by e-mail. Unless otherwise specified in the contract for the work, the Buyer shall be served at the address specified in these GTC.
- 16.4. The Parties undertake to attempt to resolve any disputes arising out of or in connection with the Contract 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 Contract 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 of 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