

I. General provisions

1. If the parties have not entered into an appropriate Agreement, the following terms and conditions for purchase and ordering shall apply to orders placed by GMP Europe s.r.o., with registered office at Vídeňská 1018/18, 639 00 Brno - Štýřice, ID No.: 073 84 688, registered in the Commercial Register maintained by the Regional Court in Brno, Section C, Insert No. 107908 (hereinafter referred to as the "Buyer"). Different general terms and conditions of the Seller shall be binding on the Buyer only to the extent that they correspond to the terms and conditions set by the Buyer or the relevant agreement or if the Buyer expressly agrees to them in writing.
2. Acceptance of the order must be confirmed by the Seller via e-mail communication. The Seller shall confirm receipt of the order by returning a duly signed copy of the order form or by sending an order confirmation from the Seller's system. The Seller must send the order confirmation to the Buyer within 5 days of the order being placed. In the event that the Seller fails to confirm the Buyer's order within the specified period, the order shall be deemed to be confirmed.
3. If the order confirmation differs from the Buyer's order, it will only be binding on the Buyer if the Buyer gives written consent to the deviations. Acceptance of the goods or payment shall not constitute such consent.
4. All agreements between the Buyer and the Seller were recorded in writing at the time of conclusion of the Contract. There are no secondary verbal agreements. Buyer's employees are not authorized to enter into different oral agreements.

II. Price of goods and payment terms

1. Prices quoted by the Buyer and confirmed by the Seller shall be deemed to be fixed. Unless otherwise stated in the order, packaging costs are included in the prices.
2. The Buyer shall be promptly notified of any increase or decrease in price due to changes affecting the execution of the Work, such change being subject to the Buyer's written approval prior to shipment of the Goods or delivery of the Services.
3. Unless separately agreed otherwise, the Purchase Price is payable on the due date of the invoice. The invoice shall be payable on the due date and in the currency specified by the Seller on the invoice.
4. The moment of payment of the purchase price is the date of crediting the relevant amount to the Seller's account or receipt of payment in cash.
5. Payment by the buyer does not constitute confirmation that the goods received or services delivered were in accordance with the contract and without defects.
6. The Buyer is obliged to make payment only to the Seller. Assignment of the claim requires the prior written consent of the buyer.
7. The Buyer will not be obliged to make any payment or otherwise perform any obligations under the confirmed order if this would violate national or international regulations applicable to international trade, embargoes or other sanctions.

III. Delays in delivery and services

1. The Seller is obliged to inform the Buyer immediately of any problems or delays that will lead to a delay in the agreed delivery or provision of services. The Buyer is then entitled to assert all legal claims without limitation, in particular the Buyer is entitled to full compensation for damages.

IV. Personal data protection

1. The order and all related commercial and technical information provided by the Buyer to the Seller is confidential and its disclosure to third parties is not possible without the prior written consent of the Buyer, except, however, where the information is necessary to provide for the purpose of the performance of the contract. In the event of a breach of this confidentiality provision, the Buyer reserves the right to compensation.
2. If the Seller handles personal data in the context of contractual obligations, it must oblige all its employees in writing to keep such data confidential in accordance with the law 110/2019 Coll., on the processing of personal data.

V. Advertising

1. Unless the buyer has given written consent, information about the business relationship with the buyer may not be used for advertising purposes.

VI. Delivery and dispatch of goods, transfer of risk of damage to goods

Unless otherwise agreed, the following conditions apply in the context of international carriage.

1. The Seller is obliged to deliver the goods to the Buyer within the delivery period agreed between the Seller and the Buyer.
2. In case of air and sea transport, the Seller shall deliver the goods to the port/airport designated by the Buyer, i.e., in the form of "FOB - Free on Board" according to INCOTERMS 2020. The risk of damage to the goods passes from the seller to the buyer at the moment of delivery of the goods on board the ship/aircraft at the agreed port/airport.
3. For other transport, the Seller shall deliver the goods to the carrier or other person appointed by the Buyer at the Seller's premises or at another agreed place, i.e., in the form of "FCA - Free Carrier" - according to INCOTERMS 2020. The risk of damage to the goods passes from the Seller to the Buyer at the moment of receipt of the goods by the carrier.
4. In order to meet the delivery deadline, the goods must be delivered to the place of acceptance on the agreed delivery date.
5. Deliveries in excess of the agreed quantity or earlier deliveries require the prior consent of the Buyer. Any additional costs incurred shall be borne by the seller.
6. The contracting parties may furthermore agree on "EXW - ex works" transport. If transport is agreed in the form of "EXW - ex works" according to INTONTERMS 2020 or if the Buyer pays for the delivery, the deliveries shall be transported at the lowest possible cost. However, if the Buyer expressly requests the Seller to use a specific mode of transport, carrier or route, then the Seller must ensure the lowest possible costs for the delivery so agreed. In the case of an agreed "EXW - Ex works" shipment according to INCOTERMS

2020, the Seller shall fulfil its obligation to deliver the goods to the Buyer at the moment when the Seller makes the goods available to the Buyer at its premises or at another designated place. At that moment, the risk of damage to the goods passes from the seller to the buyer.

7. If the seller arranges the transport, the seller must ensure that the carrier has insurance against damage to the cargo.
8. Parcels and goods sent by post will be sent postage paid.

Unless otherwise agreed, the following terms and conditions shall apply to transport within the Czech Republic.

1. The Seller is obliged to deliver the goods to the Buyer within the delivery period agreed between the Seller and the Buyer.
2. The place of delivery of the goods is the Seller's registered office, unless otherwise agreed in writing.
3. The moment of delivery of the goods to the buyer is the day when the buyer could pick up the goods at the seller's office or the day when the goods were handed over to the first carrier for transport (transport, postal or other). Proof of delivery of the goods shall be the Seller's record of the possibility to collect the goods, or the delivery note or other document (e.g., contract of carriage, waybill, postal sheet, invoice) showing that the goods have been handed over to the Buyer or the carrier for carriage.
4. The risk of accidental destruction, loss or damage to the goods shall pass to the buyer at the moment of delivery of the goods to the buyer, or from the transfer of ownership of the goods to the buyer, if earlier. If the delivery of the goods takes place by handing over the goods to the carrier, the seller is obliged to mark the goods as a consignment of goods for the buyer.

VII. Quality guarantee and complaints

1. The buyer has rights from defective performance according to § 2099 et seq. of Act No. 89/2012 Coll., the Civil Code.
2. The seller is liable to the buyer for defects in the goods at the time of the transfer of the risk of damage to the goods to the buyer, as well as for defects arising later, which the seller caused by a breach of his duty.
3. Unless otherwise agreed, the Seller shall warrant its goods and services against defects in accordance with applicable law. The warranty period for defects in materials or workmanship shall be 36 months from the delivery of the goods or services. The warranty period shall be extended by the period during which the Seller is dealing with the claim.
4. Defects which result in the refusal of acceptance, as well as defects discovered after the transfer of risk or during the warranty period, must be remedied by the seller at his own expense or he must provide a replacement delivery free of defects, at the option of the buyer.
5. If the Seller fails to remedy the defects, or fails to provide a replacement supply within an appropriate period of time specified by the Buyer, the Buyer shall be entitled to:
 - withdraw from the contract in part or in full,
 - demand a price reduction,
 - rectify the defect or arrange for a replacement supply itself, or have the defect rectified, and/or
 - claim damages for breach of contractual obligations.

The same procedure shall apply if the seller himself declares that he is unable to remedy the defects or to provide a replacement supply within a reasonable time. If the seller refuses to perform, if the additional performance is not acceptable to the buyer, or if there are specific circumstances justifying, after consideration of the mutual interests of both parties, the immediate exercise of the aforementioned rights, it will not be necessary to provide for a grace period before exercising the aforementioned rights.

6. Notifications of defects shall be deemed timely if they are sent within 14 days after delivery or performance, in the case of defects that can be detected by a proper and practicable inspection in normal operation; in the case of defects that become apparent later, within 14 days after their detection.
7. Other claims under the law, in particular under Act No. 89/2012 Coll., the Civil Code, remain unaffected.
8. The Seller shall bear the costs and risks associated with the return of defective goods.
9. The Seller shall indemnify and hold the Buyer harmless from claims for compensation made by third parties as a result of injury and/or damage to property due to defects in the Goods which originated in an area under the Seller's control and organisation and for which the Seller is liable to third parties. In this context, the Seller shall also be obliged to compensate for any expenses caused or incurred in connection with the withdrawal of the product from the market by the Purchaser. The Buyer shall inform the Seller to the extent possible and appropriate of the content and scope of the recall measures and shall allow the Seller to make a statement in connection with the recall.

VIII. Export controls, customs and supply chain security

1. The Seller shall comply with all applicable export control, customs and foreign trade regulations (legislation governing foreign trade). No later than two weeks after the submission of the order, the Seller shall provide the Buyer in writing with all information and data required by the Buyer in order to comply with the requirements of export, import and re-export legislation. In particular, the Seller shall provide the following information: all relevant Export Control List numbers, including the ECCN (Export Commodity Classification Number) of the U.S. Commerce Control List); Commodity statistical code according to the current classification of commodities for foreign trade statistics and the Harmonized System (HS) code; Country of origin information

(non-preferential origin) and, upon Buyer's request, Sellers' declaration of preferential origin according to Commission Implementing Regulation (EU) (2015/2447) (for European suppliers) or preferential certificates (for non-European suppliers). If there are no origin-related characteristics for the goods, the order confirmation and the delivery notice must state that "No goods of origin". The buyer will be entitled to cancel the order in this case.

2. If the Seller breaches the obligations agreed in paragraph 1 of this Article, he shall be liable for all costs and damages incurred by the Buyer in this connection, except where the Seller would not be liable for the breach.
3. The Seller shall issue the necessary organisational instructions and take measures to ensure the security of the following areas in particular: security of premises, security of packaging and transport, security of business partners, security of employees and security of information - in order to ensure security in the supply chain in accordance with the requirements of the relevant internationally recognised initiatives based on the WCO SAFE Framework of Standards (e.g. AEO programmes, CTPAT). The Seller shall protect the goods and services supplied to the Buyer, or to third parties designated by the Buyer, against unauthorised access and tampering. Seller shall assign only reliable personnel to handle such goods and services and shall require all subcontractors to undertake to take the same security measures.

IX. Accident Prevention/Environmental Protection etc.

1. The goods supplied, the services provided and the manufacturing processes used in the production of the goods supplied must comply with legal regulations, in particular Czech laws governing occupational safety and health, other relevant standards and accepted practices and procedures. The requirements set out in the Buyer's list of environmental protection measures must be met. The regulatory measures set out by the international associations listed in the order must also be complied with. The same procedure shall apply with respect to environmental protection measures.
2. Seller will provide all necessary protective equipment. This will be included in the price.
3. It is necessary to comply with the regulations concerning the transport of dangerous goods. If the order specifies that the goods are to be transported by sea or air, the seller must also comply with all packaging and labelling regulations for these modes of transport.
4. If the Buyer orders substances or preparations thereof for which Material Safety Data Sheets have been issued, the Seller shall also provide such Material Safety Data Sheets free of charge in the format as per REACH Regulation (EC) No 1907/2006. A copy of this document shall be sent to the Buyer's Purchasing Department.

X. RoHS and WEE Directives

1. The Seller shall comply with all legal requirements under the ROHS Directives 2011/65/EU and WEEE 2012/19/EU and related national regulations.

XI. Drawings, samples and tools

1. The drawings, models, samples and/or tools provided by the Buyer to the Seller remain the property of the Buyer and will be returned at any time at the Buyer's request, to be handed back no later than upon full termination of the related contract. They shall be designated as the property of the Buyer and may only be used for the performance of the contract concluded between the Seller and the Buyer. The Seller shall ensure the confidential treatment of these materials and shall not permit their copying. Their loss must be reported immediately to the Buyer. The Buyer reserves the right to claim damages.

XII. Materials provided

1. All materials provided to the Buyer shall remain the property of the Buyer and the Buyer shall be deemed to be the manufacturer of the goods produced using such materials and shall retain or automatically acquire title to the goods produced by the processing of such materials. These materials and articles shall be designated as the property of the purchaser and shall be insured against risks such as fire and theft.
2. Pallets and other shipping materials delivered by the Buyer shall remain the property of the Buyer and shall be returned to the Buyer. The Buyer reserves the right to claim compensation for previously provided but not returned shipping materials.

XIII. Industrial property rights

1. The Seller grants to the Buyer a non-exclusive, revocable, worldwide license to its intellectual and/or industrial property rights and/or other rights necessary for the possession, distribution and use of the goods and products supplied hereunder.
2. The Seller must deliver the Goods without being bound by the intellectual and/or industrial property rights of a third party or any other rights of a third party. If the goods supplied or their use infringes the intellectual and/or industrial property rights of a third party, the seller must make every effort to secure an unrestricted right of use for the buyer.
3. The Seller shall indemnify and hold the Buyer harmless against any third-party claims brought by reason of a breach of the third party's rights under Clause 2 and compensate the Buyer for any reasonable expenses incurred by the Buyer in connection with the claim. The Buyer shall not admit any claims or agree to any settlements without prior consent and the Seller shall not unreasonably rely on such consent.
4. If the Seller considers that the third party's claim is not justified and has to defend against such claim, the Seller shall defend the claim at its own expense. If the Seller defends against claims on behalf of the Buyer, the Seller shall always be obliged to defend the Buyer's business interests and shall keep the Buyer informed of all relevant steps. The Seller shall not, without the express written consent of the Buyer, agree to any settlement which would affect the rights and/or interests of the Buyer, and the Buyer shall not unreasonably withhold such consent.
5. The obligations referred to in paragraphs 3 and 4 shall not apply if the seller is able to prove that he is not liable for the infringement of the rights referred to.

6. Other statutory claims arising from defects in the goods delivered to the buyer remain unaffected.

Special provisions for service and employment contracts

XIV. Provision of performance and information obligation.

1. In order to provide the services, which may also involve work, the seller must employ qualified and competent staff. The Seller must ensure that work permits are issued as may be required in such cases.
2. Services must be provided in accordance with state-of-the-art procedures.
3. The allocation of working hours can be decided by the seller.
4. The Seller shall keep the Buyer informed of the status and progress of the services performed for the Buyer.

XV. Subcontractors

1. The use of subcontractors by the Seller is only permitted with the express written consent of the Buyer.

XVI. Changes in performance

1. The Buyer is entitled to request changes in the scope of services, unless such a request is unacceptable to the Seller. If additional costs are incurred as a result of a change pursuant to Article II, the Seller shall inform the Buyer accordingly without delay and before the changes are implemented.

XVII. Duty to cooperate

1. If it is necessary to provide information and/or documents for the purpose of the performance of the services, the Buyer shall deliver these to the Seller in good time before the performance of the services.
2. In the event of a requirement to provide services at the offices or premises of the Buyer, the Buyer shall provide the necessary access for the Seller.

XVIII. Acceptance of services

1. The results of the implementation of the services are subject to verification upon acceptance. Upon completion of the verification tests, if the results show no defects, the Purchaser shall confirm acceptance.
2. If the services provided to the Buyer are defective, the Seller shall, at the Buyer's option, either remedy the defects within a reasonable time at the Buyer's expense or provide the services again without defects. If the seller fails to remedy the defects or provide the services without defects within a reasonable time, the buyer may withdraw from the contract or reduce the price accordingly, repair the defect or have the defect repaired at the seller's expense and claim damages. If the seller refuses to perform, if the additional performance is not acceptable to the buyer, or if there are specific circumstances justifying, after consideration of the mutual interests of both parties, the immediate exercise of the above rights, no grace period will be necessary before the exercise of the above rights.

XIX. Rights and Results

1. The results of the services performed (hereinafter referred to as "results") shall become the property of the Purchaser upon completion and in the state of completion in which they are located. Seller shall properly store such Deliverables for Buyer until such time as they are physically delivered to Buyer. Unless it is legally impossible for the Buyer to become the exclusive owner of all rights to the results, the Buyer is hereby granted an exclusive, transferable, sub-licensable, worldwide, unrestricted right, upon completion of the implementation of the results, to use the results by the Buyer and also in part or in full by third parties, in all known and unknown ways of use, to copy, modify and make publicly available, publish and use them in modified and unmodified form.
2. If inventions or ideas/designs arise during the performance of the services that can be protected by legal rights, the Seller shall inform the Buyer of such fact without delay. The Buyer may, at its option, apply for patent and other statutory protection in its own name in any country it deems appropriate and maintain or waive such rights at any time. If necessary, the Seller shall also provide, free of charge and to the extent reasonable, assistance to the Buyer in applying for patents and registration of other rights in inventions and/or ideas/designs, in particular by providing without undue delay all information requested and taking all steps reasonably required; the Seller shall refrain from any action that may interfere with the Buyer's application for and effective use of the said rights. In particular, the Seller shall not apply for the registration of such rights on its own behalf or on behalf of a third party and shall not support a third party in applying for such rights. The intellectual property rights resulting from such registration shall belong to the Buyer. The Czech Act No. 527/1990 Coll., on Inventions and Improvements, shall apply to all inventions and technical improvements.
3. Unless otherwise agreed in a particular case, the seller waives the right to be named as the author in respect of the results obtained.
4. The Seller is obliged to ensure that any inventions or protected ideas/designs created in the course of the performance of the services are transferred to the Buyer without incurring additional costs, for example by means of contracts with the persons involved in the performance of the results.
5. With regard to employees, self-employed persons or third parties involved in the provision of services under Article XV, the Seller shall, by means of written contracts with such employees, self-employed persons or third parties, treat the rights under Article XIX, paragraphs 1 and 2, so as not to be affected by the termination of contracts between the Seller and third parties. In the event of a breach thereof, the Seller shall indemnify the Buyer, if liable in this respect, against all

damages and expenses incurred by the Buyer in this connection, including reasonable defence costs, and shall indemnify and hold the Buyer harmless from claims by third parties.

6. The granting of the above rights is compensated by a contractually agreed remuneration.

XX. Responsibility

1. In the event of a breach of any contractual obligations, the Seller shall be fully liable in accordance with applicable law.

XXI. Services and Construction

2. Construction services and ancillary construction activities shall be covered instead of the following conditions for purchase 89/2012 Coll., the Civil Code.

XXII. Final Provisions

1. These General Terms and Conditions of Purchase were originally written in the Czech language, and if for any reason they are translated into another language, the Czech version shall prevail and prevail in the event of any differences, questions or contradictions arising from the content, form of validity or interpretation of these Terms and Conditions.
2. The legal relations between the contracting parties arising from and in connection with the purchase contract concluded between the seller and the buyer are governed by the law of the Czech Republic, in particular the Civil Code. Legal relations between the Seller and the Buyer not expressly regulated by the Purchase Contract and/or the Conditions shall be governed by the relevant provisions of the Czech Civil Code and related legal regulations. The general courts of the Czech Republic are competent to settle any disputes.
3. In the case of cross-border trade, the Contracting Parties have excluded the application of the UN Convention on Contracts for the International Sale of Goods (CISG) in accordance with Article 6 CISG.
4. Legal acts that are to change, cancel or terminate the binding relationship from the purchase contract require a written form.
5. Withdrawal from the Purchase Agreement does not extinguish the provisions on contractual penalties, interest for delay and compensation for damages.
6. The Buyer reserves the right to change or amend the Terms and Conditions, in particular in the event of a change in the relevant legal provisions or in the event of a change in the way of trading. The Buyer shall announce the amendment, supplementation and their effectiveness in an appropriate manner. In the event of a change to these Terms and Conditions, the Buyer shall send the Seller the new version in the manner customary between the parties. The Seller may comment on the amendment within 10 days and accept or reject the new terms and conditions. If the Seller does not comment on the change within the time limit set out above, it shall be deemed to accept the new version of the terms and conditions.
7. The Seller is not entitled to set off any part of the purchase price for the delivered goods against the other receivable it has registered with the Buyer.
8. The Seller and the Buyer may contact each other through the postal or transport service provider (hereinafter referred to as "**the Post Office**") or by electronic mail. In the case of communication by electronic mail, all acts, messages, documents, notices and other information sent by one Party to the other Party in connection with the Contract by electronic mail shall be deemed to have been duly delivered to the other Party upon the expiration of three days from the date of their being sent to the other Party at its e-mail address set out in the Contract or at another e-mail address notified by that Party to the delivering Party, unless earlier delivery is proved. In the case of communication by post, all acts, messages, documents, notices and other information sent by one Party to the other Party in connection with the Contract by post shall be deemed to have been duly served on the other Party on the expiry of 14 days from the date of their being sent to the other Party at its postal address set out in the Contract or at another postal address notified by that Party to the delivering Party, unless earlier service is proved. If the other Party to the Contract could not be notified of the contents of any document for any reason whatsoever, the document shall be deemed to have been served on the expiry of seven days from the date of delivery of the document to the disposing Party. If, within that period, the other Party notifies the serving Party that the instrument has not been served on it, a copy of the instrument shall be served on it.
9. The Seller shall not be entitled to assign to a third party the rights arising from the Purchase Contract, nor to assign or pledge to a third party any claim he has against the Buyer, without the prior written consent of the Buyer.
10. Any invalidity of individual provisions of the Purchase Agreement and/or the Terms and Conditions shall not affect the legal effect of the other contractual provisions of the Purchase Agreement and the Terms and Conditions. The ineffective or unenforceable provisions shall be replaced by the provision that is economically and technically closest to the original wording. This shall also apply in the case of matters not covered by the contract of sale or the terms and conditions.
11. These General Terms and Conditions of Purchase are available on the Seller's website at <https://www.gmpeurope.eu>.
12. These General Purchase Conditions are effective from 03.04.2023.