

General Terms and Conditions of GMP Europe

I. General provisions

1. The subject of these General Terms and Conditions of 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, issued in accordance with the provisions of Section 1751 of Act No. 89/2012 Coll. of the Civil Code, as amended by applicable law (hereinafter referred to as the "Conditions" or "GP") is a regulation of the basic terms and conditions of purchase contracts for the supply of goods and are binding for the regulation of relations between the Seller and the Buyer, unless the contract contains deviating provisions. These T&Cs shall always form an integral part of the contract of sale; any derogating provisions of the contract of sale shall prevail over them.

2. Any purchase contract to be concluded with GMP Europe Ltd, with the 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 as the Seller (hereinafter also referred to as the "Seller") with any business partner as the Buyer or other customer (hereinafter also referred to as the "Buyer"), shall be governed by these T&C, unless expressly agreed otherwise in writing. The Buyer acknowledges that acceptance of these T&Cs is a condition of entering into a contract for the supply of goods. By entering into the Purchase Contract, the Buyer confirms that it has read and agrees to these POs as in force and effect at the time of entering into the Purchase Contract. By concluding the Purchase Contract, the Buyer further agrees that these Terms and Conditions become an integral part of the concluded Purchase Contract. Any purchase conditions of the Buyer differing from these Terms and Conditions shall not be binding on the Seller, even if the Seller does not expressly reject them.

3. All arrangements made prior to the signing of the Purchase Contract between the Seller and the Buyer shall be cancelled upon signing the Purchase Contract, unless they have been included in the Purchase Contract or are not in accordance with these GP.

II. Rights and Obligations of the Parties

1. The Seller undertakes by the Purchase Contract to hand over the goods to the Buyer according to the specification in the Purchase Contract (in the Order) with the necessary documents and to enable the Buyer to acquire ownership of the goods and the Buyer undertakes to take over the goods and to pay the purchase price for them in the manner and in the currency agreed.

2. The Seller is obliged to deliver the Goods in the design and with the accessories usual for the purpose for which they are normally used, unless special conditions are agreed between the Seller and the Buyer. The specific parameters of the object of the contract for the special purpose must be agreed in the contract of sale.

3. The Seller does not undertake to install (assemble) the goods or provide other similar services by concluding the Purchase Contract.

III. Conclusion of purchase contracts

1. The purchase contract shall be concluded in writing. The written form is complied with if the purchase contract signed by the authorised person is delivered by e-mail (as an attachment). The written form is also preserved if the seller affixes his signature to the purchase contract and sends it by e-mail to the buyer, who affixes his signature to the signed contract.

2. The written form of the purchase contract is also observed if an order is sent to the seller by an authorised person of the buyer, which is subsequently confirmed by an authorised person of the seller and sent back to the buyer. In this case, the purchase contract is concluded by the issuance of an "Order Confirmation" by the Seller and delivery of this Confirmation to the Buyer.

3. The Buyer's order may be made in writing or by e-mail and shall contain the exact identification of the Buyer, the exact name of the goods, the delivery date and the quantity requested.

4. The Seller's authorised person shall confirm the order and return it to the Buyer in writing or by email within five working days of receipt.

5. All amendments and additions to the concluded purchase contract require a written form.

IV. Price of goods and payment terms

1. The Buyer is obliged to pay the purchase price in the currency, in the amount, within the period and in the manner agreed between the Seller and the Buyer. In the event that the purchase contract is concluded on the basis of the Buyer's purchase order, the purchase price shall be agreed and binding for both parties at the moment when the Seller accepts the Buyer's order, in which the amount of the purchase price or at least the method of its determination shall be specified. As a basis for payment of the purchase price, the Seller shall issue an invoice with the requisites of a tax document.

2. The purchase price is payable on the due date of the invoice. The invoice shall be payable within the period and in the currency specified by the seller on the invoice.

3. Wherever the purchase price is referred to in the PO, the purchase price including VAT at the statutory rate is meant, unless specifically stated otherwise. In the event of a change in the statutory VAT rate on the subject of the performance, the VAT rate will be adjusted in accordance with the regulations in force at the time of the taxable performance.

4. Unless otherwise agreed between the Seller and the Buyer, the purchase price does not include the cost of transporting the goods to the Buyer, the cost of loading the goods onto the means of transport, the cost of transport, postage, the cost of transport packaging, handling charges, insurance of the goods or other charges. All such costs shall be borne by the buyer.

5. The Seller reserves the right to require from the Buyer a deposit on the purchase price, up to 100% of the agreed purchase price. In the event that a partial payment of the purchase price is agreed in advance, the advance payment shall be made on the basis of the issued advance invoice by transfer order or in cash before the delivery date.

6. The moment of payment of the purchase price shall be deemed to be the date of crediting the relevant amount to the Seller's account or receipt of payment in cash.

7. In case the purchase contract (order) specifies the purchase price in a foreign currency, the Buyer is obliged to pay the purchase price in the agreed currency, whereby the purchase price of the goods is calculated at the exchange rate of the

currency in force on the date of conclusion of the purchase contract and announced on that date by the Czech National Bank (hereinafter referred to as "CNB"). The Parties agree that if on the date of the invoice there is a change in the exchange rate (CNB) of CZK against the agreed currency by more than 5% with respect to the exchange rate valid on the date of conclusion of the purchase contract, the Seller may increase or decrease the purchase price in the same proportion. If the purchase contract (order) specifies the purchase price in a foreign currency, the Seller may issue an invoice to the Buyer in CZK, whereby the amount of the purchase price in a foreign currency, agreed in the purchase contract (specified in the order), will be converted by the Buyer into CZK at the CNB rate valid on the date of the invoice and in such case the Buyer is obliged to pay the purchase price in CZK in the amount specified in the invoice.

V. Delivery of the goods, transfer of risk of damage to the goods, reservation of title

1. The Seller is obliged to deliver the goods to the Buyer within the delivery period agreed between the Seller and the Buyer. The Seller is entitled to deliver the goods at any time within the agreed period, even in parts, and the Buyer is obliged to accept the goods so delivered.

2. The delivery period shall be extended in the following cases:

- Default by the Buyer in payment of the purchase price or its advance; the delivery period is extended by the period of the Buyer's default.

- Default by the buyer in payment of part of the purchase price and, if applicable, part of the delivery price, even if subsequently agreed, if payment was agreed upon upon acceptance of the goods; the delivery period is extended by the period of the buyer's default.

- The fulfilment of the objective obstacles set out in Article VI. GTC; the delivery period shall be extended by the period of time during which the objective obstacle to the performance of the Seller's obligations lasted, including the time required to restore the Seller's normal activity.

3. The place of delivery of the goods is the Seller's registered office, unless otherwise expressly agreed in writing.

4. The Buyer shall take delivery of the goods within 10 days of the Seller's notification that the manufacture of the goods is completed.

5. The moment of delivery of the goods to the Buyer shall be the day when the Buyer was able to collect the goods at the Seller's registered 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) proving that the goods have been handed over to the Buyer or the carrier for carriage.

6. The Buyer or a person authorised to act on behalf of the Buyer, or the Buyer's agent or the carrier, is entitled to take delivery of the ordered goods from the Seller only in person and is obliged to confirm the receipt of the goods in writing. These persons are obliged to prove to the Seller their identity (ID card, etc.) and authorisation to take over the goods (extract from the commercial register, power of attorney, written contract of carriage, etc.).

7. The Seller shall be entitled to suspend delivery of the goods to the Buyer if the Buyer is in default of payment of any claim of the Seller against the Buyer or if the Buyer acts in breach of any other agreements or contracts between the Seller and the Buyer. In the event of default in payment of the Seller's claims against the Buyer, the Seller shall be entitled to suspend delivery of the Goods to the Buyer until such claims have been paid. In this case the Seller shall not be in default of delivery of the detained goods. The time limit for the delivery of the goods shall start anew from the payment of the seller's receivables, the payment of which was in default by the buyer.

8. The risk of accidental destruction, loss or damage to the goods shall pass to the Buyer as soon as the goods are delivered to the Buyer, or as soon as the title to the goods passes to the Buyer, if earlier. The Seller shall not be liable for any damage to the goods incurred during their transfer. Loading and transport of the goods shall be at the Buyer's own expense, cost and risk. If the delivery of the goods is made by handing over the goods to the carrier, the seller is obliged to mark the goods as a consignment of goods for the buyer, and the goods are shipped at the buyer's expense and risk.

9. The goods shall remain the property of the Seller until all obligations of the Buyer to the Seller have been fulfilled, in particular until the purchase price of the goods has been paid in full, and the Buyer shall not be entitled to dispose of them in any way without the consent of the Seller. The buyer therefore becomes the owner of the goods only upon full payment of the purchase price of the goods. The risk of damage to the goods, however, passes to the buyer upon receipt of the goods. If the purchase price is paid before delivery of the goods, the buyer acquires title to the goods at the time of delivery. The retention of title shall only be effective against the buyer's creditors if the agreement was made in writing and the signatures of the parties were officially certified, and only from the date of the official certification of the signatures. The seller is also entitled to exercise a right of retention over the goods until the purchase price has been paid in full. In the event that the seller has withheld the goods, the seller shall notify the buyer in writing of the withholding and the reason for it. The benefit of the matter shall not be included in the costs.

VI. Circumstances excluding liability

1. If circumstances arise which cannot be foreseen at the time of conclusion of the purchase contract and which prevent the seller from fulfilling his contractual obligations, the seller is entitled to extend the time limit for performance by the period for which the impediment lasted and, where applicable, by the time necessary to resume his normal activities.

2. Circumstances pursuant to the preceding paragraph which exclude liability shall be deemed to be events which the Seller could not have foreseen and could not have avoided with the care which can be reasonably

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required of him, e.g. strikes, wars, delays caused by public authorities not caused by the Seller, delays in the delivery of production materials and components, natural events, acts of God. The Seller shall inform the Buyer immediately of the occurrence of the circumstance excluding liability and shall inform the Buyer of the expected delay in delivery of the goods.

VII. Breach of contractual obligations and its consequences

1. In the event of default by the Buyer in payment of the purchase price or its advance payment, the Parties agree on a contractual penalty, which the Buyer is obliged to pay to the Seller in the event of default, in the amount of 0.05% of the amount due for each day of default, provided that the contractual penalty does not affect the right to full compensation for damages. The contractual penalty is payable within 3 days of the date of breach of the legal obligation to pay the purchase price duly and on time.

2. In the event of the Buyer's default in payment of the purchase price or its advance payment, the Seller is entitled to withhold delivery of further goods, even in the case of previously confirmed orders. In this case, the Seller is not in default with the delivery of the withheld goods. The deadline for delivery of the withheld goods shall be extended by the period of the Buyer's delay in payment of the purchase price or its advance.

3. A delay of more than 20 days in payment of any payment by the Buyer shall be considered a material breach of the Purchase Contract.

4. In the event of delay of the Buyer in payment of the purchase price (or its supplementary payment) for more than 60 days, the Seller shall be entitled to withdraw from the Purchase Contract with the following consequences:

- the buyer is obliged to return the provided performance (goods) within 15 days of the notice of withdrawal. The breach of this obligation shall also give rise to a contractual penalty of half of the total purchase price of the goods agreed between the seller and the buyer, without prejudice to the buyer's obligation to pay full compensation for damages. The contractual penalty shall be payable within the period specified in the written demand for payment of the contractual penalty. The seller is also entitled to take all measures to prevent the goods from being used by the buyer.

- The seller is obliged to return the goods to the buyer within 15 days of the return of the goods, less the amount of the damage incurred by the seller due to the buyer's breach of the purchase contract (in particular due to wear and tear of the goods) and the costs associated with the withdrawal from the contract.

5. If the buyer is in default in taking delivery of the goods, the seller is entitled to withdraw from the purchase contract (cancel the buyer's order) or to keep the goods, which can be further disposed of in a manner appropriate to the circumstances. The Seller is entitled to retain the goods until the Buyer has reimbursed the Seller for the costs reasonably incurred in retaining them

Goods. The buyer will be charged a fee of 150,- CZK for each day of delay. If the buyer is in delay in taking over the goods for more than 10 days, the seller may sell the goods for any price to a third party; however, in such a case the buyer is obliged to pay as compensation for the loss caused to the seller and to pay a contractual penalty of half of the purchase price of the goods agreed in the purchase contract. The contractual penalty shall be due within the period specified in the written demand for payment of the contractual penalty. The provisions of Section 2119 of the Civil Code are excluded.

6. A delay of more than 10 days by the buyer in taking delivery of the goods shall be considered a material breach of the purchase contract.

7. In case of delay of the buyer in taking over the goods, the buyer is obliged to compensate the seller for the damage incurred.

8. The Buyer shall not be entitled to withhold part or all of the purchase price of the goods on account of any complaints about the goods or on account of any claims against the Seller. In the event of the Buyer acting contrary to the foregoing, the Buyer shall be in default of payment of the purchase price.

9. The Seller shall be entitled to withdraw from the Purchase Contract in the event of a material breach of the Purchase Contract by the Buyer with immediate effect by written notice. The Seller is also entitled to withdraw from the contract in the event of the commencement of insolvency proceedings against the Buyer or in the event of a decision of the Buyer to enter into liquidation. Withdrawal from the contract for breach of obligations in other cases shall be governed by the provisions of the Civil Code.

10. The Buyer is obliged to reimburse the Seller for all costs incurred in the judicial and non-judicial recovery of amounts due and related costs, including the costs of legal representation.

VIII. Quality guarantee and complaints

1. The buyer has rights from defective performance according to § 2099 et seq. of the Civil Code. The Seller reserves the right to minor technical changes to the goods that do not affect their functionality.

2. The Seller shall be liable to the Buyer for defects in the goods which the goods have 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 has caused by a breach of his duty.

3. The Buyer is obliged to notify the Seller in writing of any obvious defects in the goods without delay, but no later than 10 days after the Buyer should have discovered the defects by exercising professional care during the first inspection of the goods in accordance with the provisions of § 2104 of the Civil Code.

The Buyer shall be entitled to assert his claims under the warranty by notifying the Seller in writing of all details of the defects discovered without undue delay, but no later than 10 days after their discovery. Upon receipt of such notification, the Seller is obliged to take one of the following measures without delay:

- have the defective goods sent for repair,
- replace the defective goods or part thereof,
- reject the complaint as unjustified.

5. The seller provides the buyer with a legal guarantee for the quality of the goods. The warranty period shall be extended by the period of the Seller's handling of the claim.

6. If the Seller requests that the defective goods or part thereof be sent for repair, the Seller shall bear the costs and risks of transporting the defective goods and of sending the repaired or replaced goods, however, only if the claim is justified. If it is an unjustified claim, the buyer bears these costs. Replaced defective parts, components or goods become the property of the Seller and the Buyer is obliged to hand them over if the Seller so requests and, if the Seller so requests, to store them for inspection by the Seller.

7. The warranty shall apply only to such defects as have been notified in writing by the Buyer within 10 days after discovery by the Buyer, or as the Buyer may notify to the Seller, and which have occurred despite the fact that the Seller's instructions set out in the instruction manual have been followed, the goods have been used in the usual manner and under the usual circumstances, and the Buyer is deemed to be a person experienced in the use of the goods in question, unless otherwise stated in the contract of sale. In particular, warranty claims do not arise if the goods have been incorrectly installed by the purchaser or a third party, in the event of improper or inadequate maintenance, in the event of defective or unauthorised modifications or changes to the goods made by the purchaser or third parties, in the event of non-compliance with the operating conditions, etc. The warranty also does not cover normal wear and tear of the goods or their parts.

8. The Seller shall be liable to the Buyer solely for actual damage incurred by the Buyer as a result of a breach of the Seller's obligations expressly set out in these Terms and Conditions or in the concluded Purchase Contract, subject to the conditions set out below. The Seller's total liability for the performance of its obligations set out in the PO and, if applicable, in the Purchase Contract is limited to an amount equal to 25% of the delivery price.

9. Any contractual fines or other penalties paid by the Seller to the Buyer shall be set off against the full amount of damages.

10. The Seller shall not be liable for indirect, consequential or incidental damages and loss of profits, nor for any damages or losses arising from contracts concluded between the Buyer and third parties. Furthermore, the Seller shall not be liable to the Buyer for damages caused by circumstances that exclude liability, e.g. government intervention, operational, transport and energy failures, e-commerce system failures, strikes or lockouts. These circumstances shall be grounds for postponing the performance of the contractual obligations on the part of the Seller for the duration and to the extent of the effectiveness of these circumstances. The same shall apply even if the said circumstances have occurred with the Seller's subcontractors.

IX. Consent to the processing of personal data

1. The controller of your personal data is the commercial company 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 "Controller"). The Seller carries out the processing of your personal data because this processing is necessary for the performance of the purchase contract.

2. The legal basis for the processing of personal data is a) the performance of a contract between you and the Controller or for the performance of measures by the Controller prior to the conclusion of such a contract within the meaning of Article 6(1)(a)(1)(b) of the Act on the processing of personal data, b) of Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter referred to as "the Regulation"); b) the fulfilment of legal obligations to which the Controller is subject within the meaning of Article 6(1)(c) of the Regulation, namely the fulfilment of obligations imposed on the Controller by generally binding legal regulations, in particular Act No. 235/2004 Coll., No. 586/1992 Coll., on income taxes, as amended, and Act No. 563/1991 Coll., on accounting, as amended.

3. The purpose of the processing of personal data is the performance of a contract between you and the Controller or the performance of measures by the Controller prior to the conclusion of such a contract, as well as the performance of related public law obligations by the Controller. There is no automatic individual decision-making by the Controller within the meaning of Article 22 of the Regulation. We will process your personal data for as long as we perform the mutual contract or for as long as necessary for the performance of the archiving obligations under applicable law, such as the Accounting Act, the Archives and Records Act or the Value Added Tax Act. We may use your name, surname and e-mail address in addition to use this to send you commercial communications, i.e. to inform you about events or services we provide that we think may be of interest to you. You can refuse the processing of your personal data for the purpose of sending you commercial communications at any time and this will not affect our other dealings with you. Simply send us an email with the relevant request to sales@gmpeurope.eu. The data protection supervision is carried out by the Data Protection Authority.

4. We may transfer your personal data to an IT service provider or law firm for the above purpose.

5. The recipients of your personal data for the performance of legal obligations may also be tax authorities or other competent authorities in cases where the Controller is required to do so by generally binding legal regulations. The Controller does not intend to transfer your personal data to a third country (non-EU country) or an international organisation.

6. Under the conditions set out in the Regulation, you have the right to request access to your personal data from the Controller, the right to rectification or erasure of your personal data or restriction of its processing, the right to object to the processing of your personal data, and the right to the portability of your personal data. If you believe that the processing of your personal data has infringed or is infringing the Regulation, you have the right to lodge a complaint with a supervisory authority, among other things. You are under no obligation to provide personal data. The collection of your personal data is a necessary requirement for the conclusion and performance of a contract and without the provision of your personal data it is not possible to conclude or perform the contract by the Controller.

X. Final Provisions

1. These Terms and Conditions 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 parties arising from and in connection with the purchase contract concluded between the seller and the buyer shall be 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 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 which are to modify, cancel or terminate the contractual relationship arising from a contract of sale require a written form.

5. The provisions on contractual penalties, interest for delay and damages shall not be extinguished by withdrawal from the purchase contract.

6. The Seller reserves the right to amend or supplement the terms and conditions, in particular in the event of a change in the relevant legal norms or in the event of a change in the way of trading. The Seller shall announce the amendment, supplementation and their effectiveness in an appropriate manner. In the event of a change to these Terms and Conditions, the Seller shall send the Buyer the new version in the manner customary between the parties. The Buyer may comment on the change within 10 days and accept or reject the new terms and conditions. If the Buyer does not express his/her opinion on the change within the aforementioned period, the Buyer shall be deemed to accept the new version of the terms and conditions.

7. No part of the purchase price for the goods delivered may be set off against any claim the Buyer has against the Seller.

8. The Seller and the Buyer may contact each other via a postal or transport service provider (hereinafter referred to as "the Post Office") or 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 or by post shall be deemed to have been duly delivered to the other Party on the expiry of three days from the date of their being sent to the other Party at its postal/email address specified in the Contract or at another postal/email address notified by that Party to the delivering Party, unless earlier delivery is proved. If the other Party to the Contract could not be notified of the contents of any document for any reason, 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 Buyer shall not be entitled to assign to a third party any rights arising from the Purchase Contract, nor to assign or pledge to a third party any claim it has against the Seller, without the prior written consent of the Seller.

10. The possible 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 are available on the Seller's website at <https://www.gmpeurope.eu>.

12. These general terms and conditions are effective from 01.05.2022.