



GENERAL TERMS AND CONDITIONS OF PURCHASE FORM-THERMIT, SPOL. S. R.O

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1. General provisions

- 1.1 These terms and conditions of purchase (hereinafter referred to as the "Terms and Conditions") apply to all purchases of goods (hereinafter referred to as "Goods") by Form-Thermit, spol. s r.o., having its registered office in Brno, Gromešova 6a, Postcode 62100, ID Number: 49966758, incorporated in the Commercial Register maintained by the Regional Court in Brno, Insert No. C 13210 (hereinafter the "Customer") from sellers, those being businesses in the meaning of Section 420 of Act No. 89/2012 Coll., Civil Code (hereinafter referred to as the "Civil Code") or public corporations (hereinafter referred to as the "Supplier") respectively services offered and provided by the Supplier (hereinafter referred to as the "Services").
- 1.2 All references to legal provisions are made in the Terms and Conditions to preclude doubt about the intent of the parties. The legal provisions are applicable even without the respective reference, with the exception of express preclusion of their application or replacement of their content by the provisions of these Terms and Conditions.
- 1.3 These Terms and Conditions are an integral part of each framework agreement and/or contract, the subject of which is delivery of Goods or provision of Services by the Supplier, unless the parties to such contract expressly agree otherwise (hereinafter referred to as the "Contract"). These Terms and Conditions apply among other to all orders made by the Customer (hereinafter referred to as the "Order"), respectively contracts established on the basis thereof and all relations arising from them, and to all offers of the Supplier (hereinafter referred to as the "Offer"), respectively contract established on the basis thereof and all relations arising therefrom. By acceptance of the Order, the Order becomes an integral part of the Contract.
- 1.4 With the signing of each Contract concluded with the Customer or confirmation of the Order, the Supplier declares that it had the opportunity to become familiar with these Terms and Conditions, that it accepts all the conditions of these Terms and Conditions irrevocably and without objections, unless agreed otherwise in the Contract. The Supplier's discrepant business terms and conditions are not binding for the Supplier, even upon confirmation of the Offer or sending of the Order, unless the parties agree on the binding nature of the Supplier's business terms and conditions in the Contract in writing.
- 1.5 If the Contract expressly stipulates otherwise than stated in these Terms and Conditions, the provisions of the Contract take precedence before the provisions of the contradictory Terms and Conditions.

2. Conclusion of a Contract

- 2.1 Only legal actions leading to the establishment of the Contract, which are executed in writing, are binding. Written form is preserved even if the Contract (and potential amendments) is concluded via fax or via electronic communication.
- 2.2 Precluded for every Contract is: a) the possibility of concluding, amending or supplementing the

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Contract orally, tacitly or by de factio action (i.e. by the mere fact that the party behaves in a certain manner, without any legal grounds), b) the possibility of accepting an Order with any amendment, objection or discrepancy, c) the possibility of assigning the Contract or part thereof, and d) the possibility of unilaterally amending the content of the Contract. Silence, inaction (e.g. failure to protest) or omission of themselves do not raise legal consequences, and cannot be interpreted as waiver of a right, excusing of debt, consent or acceptance (e.g. Goods, Offer), unless it follows otherwise from the already concluded Contract.

- 2.3 The Supplier undertakes to confirm the Order in writing always no later than ten (10) days from delivery of the Order, unless the Order stipulates a different time limit during which it is binding. The binding nature of the Order expires upon passing of the time limit for its acceptance.
- 2.4 By accepting the Order, the Supplier declares and accepts full liability for the existence of all the conditions for fulfilment of its obligation, which is the subject for the Contract thus established. The Supplier cannot subsequently relieve itself of liability for the quality and completeness of performance by referring to the fact that the references provided by the Customer are unclear or incorrect, or that the individual deliveries of Goods and/or provision of Services, which are a part of due performance according to general custom or are otherwise required for performance in accordance with the Contract, are not specified in the references. If the Supplier finds that the provided references are unclear, incomplete or otherwise incorrect, the Supplier is obliged to inform the Customer of such deficiencies immediately in writing. The Supplier's potential notices in the meaning of this article are carried out immediately only if they are delivered to the Customer within seven (7) days from delivery of the Order.

3. Price

- 3.1 The price is always fixed and immutable. The parties have agreed that the price is always stipulated as the highest possible price, which cannot be exceeded, and includes all costs related to delivery of the Goods or provision of Services to the Customer in accordance with the agreed delivery terms, in particular transport, unloading, insurance, accessories, quality documentation, usual packaging, taxes (including VAT), customs duty, other fees for all costs related to delivery of the Goods or provision of Services, including all additional work and services, unless something else applies pursuant to the agreed INCOTERMS® clause or the parties agree on different delivery terms.
- 3.2 The Supplier will ensure at its own expense all official permits (including payment of customs duty and levies) required for delivery of the Goods or provision of Services pursuant to the Contract, even in a foreign country if the Goods are to be imported.

4. Payment Terms

- 4.1 The Seller issues and sends the tax document – invoice (hereinafter referred to as the "Invoice") for all duly delivered Goods or provided Services separately from the actual delivery of Goods or Services. The Supplier also sends the Customer a copy of the Invoice to the e-mail address specified in Art. 5.2

below. The invoice must contain the formulations and terms used by the Customer in the Contract, precise data pursuant to Section 29 of Act No. 235/2004 Coll., on value added tax, as amended (hereinafter referred to as the "VAT Act") and the Order number. If the Invoice is not issued flawlessly or does not meet all the requirements of a tax document pursuant to the laws of the Czech Republic, the Customer is authorised until its maturity date to return the respective Invoice with specification of the objections to its accuracy. Returning of the Invoice interrupts the maturity period and a new maturity period begins after delivery of a corrected Invoice.

- 4.2 Deliveries of the Goods or provision of Services at different locations cannot be invoiced collectively; a separate Invoice shall be issued for every such performance.
- 4.3 The maturity of Invoices is thirty (30) days from delivery of the Invoice to the Customer, assuming that the delivery of Goods or provision of Services was accepted and approved by the Customer. The Customer does not provide an advance on Goods or Services, unless stated otherwise in the Order.
- 4.4 In the case of incorrect, partial or defective delivery of Goods or provision of Services, the Customer is authorised to withhold payment of the entire price until due performance of the Contract.
- 4.5 The Supplier is entitled to withhold or offset any of its receivables from the Customer only if the Customer expressly acknowledges such receivable or if it was confirmed by an enforceable court decision, or if the Supplier's claim arose in consequence of the material breach of the Contract by the Customer. A material breach of the Contract refers to such breach of a contractual obligation which secures the Supplier's legal position, which is guaranteed by the content and purpose of the Contract, or such violation of the Contract with regard to which the parties would not have concluded the Contract had they known it would occur.
- 4.6 The Customer is authorised to choose an appropriate method of payment. If payment is made by wire transfer, the price is deemed paid on the date of debiting the respective amount in favour of the Supplier's bank account. The obligation to pay the price on time is fulfilled even if the Customer delivers the payment order for the price to the bank at least three (3) days before the maturity date.
- 4.7 The Supplier's claims are limited by the statute of limitations pursuant to the Civil Code.

5. Delivery terms / Default

- 5.1 The agreed delivery time limits are binding. The Goods are delivered on time if they are delivered to the agreed delivery location by the agreed time limit, unless the parties agree otherwise.
- 5.2 The Supplier is obliged to inform the Customer immediately in writing or via e-mail at ft@goldschmidt.com, of any facts that have occurred or are known, based on which it is likely that the agreed delivery time limits may not be fulfilled. This applies even if the Supplier is not personally responsible for such default. If this information obligation is not met, the Supplier is liable to the Customer for any incurred damages (including lost profit) and the Customer is entitled to rescind the Contract.
- 5.3 The Customer is not obliged to accept partial delivery of Goods or Service or partial billing, unless the

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parties have expressly agreed on this in writing. In the case of partial performance, the delivery documents must indicate the data about undelivered Goods or Services and the expected time limit for their delivery.

- 5.4 The Supplier is authorised to deliver the Goods or provide the Services before the delivery period agreed in the Contract only with prior consent from the Customer, whereas in the case of early delivery, the Supplier is obliged to compensate the Customer for purposefully expended costs incurred in relation to earlier delivery.
- 5.5 In the case of default in delivery of the Goods or provision of Services, the Customer is authorised to apply all rights, in particular the right to request compensation of damages (including lost profit) in lieu of due delivery, or to rescind the Contract, even in part in relation to the undelivered performance.
- 5.6 If the Supplier defaults in delivering the Goods or providing the Services, the Supplier is obliged to pay the Customer a contractual penalty equal to 0.25% of the value of the undelivered Goods or unprovided Services excl. VAT for every day of delay. This does not affect the Customer's other rights, in particular the right to compensation of damages (including lost profit). If the Customer accepts the delayed Goods or Services, it is entitled to apply the contractual penalty for default in delivery of the Goods or Services until the moment of full payment of the price.
- 5.7 The risk of damage and title to the subject of performance is passed to the Customer upon full takeover.

6. Acceptance procedure

- 6.1 Handover and inspection of the Goods or provided Services, including acceptance tests, trials or putting into operation, shall be carried out without additional costs for the Customer, and their course must be recorded in writing by both parties in the handover protocol.
- 6.2 Force majeure, i.e. strikes, lockouts, civil unrest, official interventions and other unforeseeable or insurmountable obstructions beyond the Customer's contract, authorise the Customer to defer takeover of the Goods or Services for the duration of such obstructions and for the period necessary to prepare for acceptance. If the Customer decides to plead force majeure, it must report this fact to the Supplier immediately in writing. If force majeure lasts more than sixty (60) days and it becomes unreasonably difficult for one party to remain under Contract, this party may rescind the Contract. The Supplier is not authorised to claim any compensation of damages, if the time limit for takeover of the Goods or Services is deferred or the Contract is rescinded for the reasons specified in this article.

7. Quantity

- 7.1 The Supplier is authorised to deliver only the ordered quantity of Goods, unless a discrepancy is expressly agreed. The Customer is authorised not to accept and to return the additional quantity of delivered Goods without prior notice of returning the excess Goods at the Supplier's expense and risk, and with a corresponding deduction on the price in the Invoice, if the excess delivered Goods are charged therein.

7.2 The binding values regarding quantity, weight or dimensions of the Goods are the values determined by the Customer during the takeover procedure, unless a different means of verifying due delivery is agreed.

8. Other procurement and delivery rules

8.1 The Supplier is not authorised to assign the Contract to a third party or to deliver the Goods or provide the Services through a third party (e.g. subcontractor) without prior written consent from the Customer.

8.2 On the date of dispatch, the Supplier shall send to the Customer's e-mail address specified in Art. 5.2 a dispatch note or bill of lading or other document containing information about the delivered Goods or Service (number and name) and the Order number, contact person and Order date. The Goods must be accompanied with a delivery documents, which contains the same data as the shipping document. All deliveries must be carried out to the agreed delivery destination and must be marked as agreed in the Terms and Conditions or in the Contract.

8.3 In the case of delivery of Goods or Services directly to third parties, the Supplier shall delivery the delivery documents to the Customer signed by the recipient of the Goods or Service, or other documents confirming delivery of the Goods and Services along with the Invoice. In the case of these deliveries, the labelling of the Goods or Services of their packaging must not contain information about the origin of the Goods, except for cases when this is required by the laws of the country of delivery. The Supplier is responsible for labelling the packaging in accordance with legal regulations.

8.4 The Supplier is obliged to observe the usual time for receiving Goods (Monday to Thursday 7:00 to 14:00, Friday 7:00 to 13:00).

9. Packaging of Goods

9.1 The usual packaging means that the Goods and/or result of Services will be packaged in a suitable and reliable manner for the given transport. The Supplier shall ensure thorough packaging of the Goods with regard to all potential transport risks. Using packaging labels, signs, tags, etc. the Supplier will ensure the error-free identification of the Goods and/or result of Services (number and name), Order number, production date, shipping date, origin of the Goods or Service, specification of the Supplier and option of error-free determination of quantity.

9.2 At the Customer's request, the Supplier will ensure the collection of packaging of the Goods or result of Services and its liquidation in accordance with the respective legal regulations. The Customer is authorised to send the packaging back to the Supplier for liquidation, at the Supplier's expense and liability, of which it shall inform the Supplier in advance.

9.3 Costs for packaging, palletisation are included in the price of Goods and/or Services, and the Supplier shall inform the Customer of their value at request.

10. Occupational health and safety, environmental protection

- 10.1 Services, assembly works, repairs, installation and other work provided by the Supplier under the Contract during the delivery of machinery, instruments and equipment must be carried out in accordance with the respective legal regulations and technical standards (CSN, EN) valid in the Czech Republic, unless a different country of delivery is agreed.
- 10.2 The Supplier is obliged to ensure that the Goods comply with the Regulation (EC) No. 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) (hereinafter referred to as the "Regulation"). If required by the Regulation, substances in the Goods must be registered in advance or register, if the transition period has already passed, unless the given substance was exempted from registration. The Supplier is obliged to provide the Customer with the safety sheets and information pursuant to Art. 32 of the Regulation. At the Customer's request, the Supplier is also obliged to provide the information pursuant to Art. 33 of the regulation.

11. Defects, warranty, claims

- 11.1 The Supplier is liable for ensuring that the Goods or Services correspond to the Contract, in particular to valid regulations at the place of performance, standards applied by the Customer, generally recognised rules and current progress of science and technology. The Supplier is obliged to deliver the Goods or provide Services pursuant to the Customer's requirements, according to its drawings, prescriptions or specimens or other specifications, in the highest possible quality, duly and punctually.
- 11.2 The Customer's rights from defective performance or Customer's claims from violation of contractual obligations by the Supplier are governed by the provisions of the Civil Code, unless they are further amended by these Terms and Conditions or unless stipulated otherwise by these Terms and Conditions. In the case of defective performance, the Customer can choose at its own discretion whether to have the defects removed or to have entirely new performance delivered.
- 11.3 The Supplier is obliged to perform the respective quality control s of Goods or Services in the course of production and before shipping the Goods, and thus to verify that the Goods have the agreed quality.
- 11.4 With regard to the Customer's obligation to inspect the Goods upon delivery pursuant to Section 2104 of the Civil Code, the Customer is authorised to claim obvious defects in the Goods within five (5) days from delivery of the Goods. The Customer is obliged to claim hidden defects no later than five (5) days after their identification, but at latest before expiry of the warranty period.
- 11.5 If the Supplier receives a notice from the Customer on defects in the Goods or Services and application of the Customer's claim from defective performance, it is obliged to verify this notice, or which purpose the Customer undertakes to provide full necessary cooperation, and to remedy the defective performance no later than thirty (30) days from delivery of the notice of defects.
- 11.6 The Supplier provides the Customer with a quality warranty of thirty-six (36) months from the

moment of full delivery of the Goods / full provision of Services to the Customer at the destination, unless legal regulations stipulate a longer period. The warranty period is automatically extended by the period starting from defect occurrence and ending on the restoration of the subject of performance to flawless condition. In the case of substitute performance or removal of defects, a new separate warranty period runs for the substitute or replaced parts of the performance.

- 11.7 If the properties of the Goods deviate from the agreed properties, e.g. dimensions, tolerances, stability, surface, hardness, the properties identified by the Customer are considered binding, unless the verification of properties of the Goods by other means is agreed.
- 11.8 The Supplier is obliged to ensure that in the scope in which the Supplier itself is liable to third parties, the claims of these third parties shall not be applied against the Customer or that the Customer shall be relieved of such claims.
- 11.9 If the Supplier violates the obligation to remedy the defect(s) (by removal of the defect or delivery of substitute performance as chosen by the Customer) by the stipulated time limit, unless the Customer stipulated a longer time limit, the Customer is authorised to rescind the Contract or to remove the defect itself or using a third party, and to demand compensation of the incurred costs from the Supplier, including the Customer's right to demand an advance for payment of such incurred costs from the Supplier. Assuming that the Customer is under time pressure (e.g. due to special urgency, threat to industrial security or threat of excessive losses), the Customer may proceed according to the first sentence of this article without first asking the Supplier to remove the defect or deliver substitute performance. In this case, however, it is obliged to notify the Supplier, preferably in advance. In the case of the Supplier's default in removing the claimed defect in Goods or Services, the Supplier is obliged to pay the Customer a contractual penalty equal to 0.25% of the value of defective Goods or Services for every day of default.
- 11.10 All costs for inspection, remedy, substitute delivery or repair (i.e. costs for material, personnel, assembly, dismantling, transport, product withdrawal, etc.) are borne by the Supplier. This also applies if a defect in performance is not identified. However, this does not affect the Customer's liability for damages in the case of an unauthorised claim of defective performance. This liability for damages is applied only if the Customer had not identified the non-existence of a defect due to gross negligence. The Supplier also bears all of the Customer's costs incurred as a result of defective performance, including costs for the necessary expert assessment of the defectiveness of Goods, if the Customer does not have the expertise to perform such assessment.

12. Product liability, compensation, insurance of liability

- 12.1 The Supplier is liable for potential damages caused by the Goods or Services and/or use of the Goods or Services to the Customer or any other third parties in consequence of use of the Goods or Services by the Customer and the violation of any third-party rights, if the cause of damage lies in the Supplier's activity. The Supplier shall provide the Customer with full support and cooperation in any negotiations or proceedings concerning third party claims, and shall compensate the Customer for losses incurred in consequence of the enforceable awarding of third party rights to the Goods or Services or any part

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thereof, including all the necessary costs (including costs for due legal defence, costs for product withdrawal, costs for expert opinions) incurred by the Customer in connection to such third party claim and its surmounting.

- 12.2 Within the scope of liability in the meaning of Art. 12.1 above, the Supplier is also obliged to compensate the Customer for all costs incurred in consequence of or in relation to withdrawal of the product from the market. The Customer shall inform the Supplier in the reasonable and possible extent about the content and scope of withdrawal of the product from the market, which is to be carried out, and will give the Supplier the opportunity to express its opinion.
- 12.3 The Supplier is obliged to conclude and maintain valid insurance of product liability and insurance of product withdrawal from the market with the respective scope and coverage usual for this industry and for the duration of the Contract, including the warranty period and statute of limitations. The Supplier is obliged to provide evidence of such insurance at the Customer's request.

13. Production method

- 13.1 Models, drawings, specimens, dies, tools, templates and/or other technical aids and documents which are provided to the Supplier or are manufactured by the Supplier in accordance with the Customer's specifications must not be sold, pledged or otherwise provided to third parties, or otherwise used for third parties, unless the Customer grants its prior written consent. The same applies to any Goods manufactured using these resources. Such items may be delivered only to the Customer, unless the Customer confirms in writing that it consents to their other use. Drawings and models remain the unalienable, tangible and potential intangible property of the Customer and must be returned to the Customer upon performance of the Contract, without the Customer having to ask the Supplier to do so. The Supplier bears liability for any violation of the foregoing.

14. Nondisclosure, protection of know-how

- 14.1 All business or technical information and data of any type, to which the Customer gives the Supplier access, including information which can be deduced from the items, documents or data provided to the Supplier, as well as any other expertise and experience (hereinafter collectively referred to as "Information"), must be protected by the Supplier as confidential in relation to third parties, until the moment when it becomes publicly accessible; in the Supplier's own company, the Information may only be provided to such persons involved in performance of the Contract, and they must also be bound in writing to preserve the confidentiality of the Information. This nondisclosure obligation remains valid even after termination of the Contract. Regardless of the foregoing, the Information remains the exclusive property of the Customer.
- 14.2 The Information must not be copied or used commercially without prior written consent from the Customer, except for delivery of the Goods to the Customer or provision of Services for the Customer.
- 14.3 The Customer reserves all rights to the Information and rights (including copyright and industrial property rights such as patents, utility specimens, trademarks, etc.). Should these be provided to the

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Customer by a third party, the aforementioned reservation of rights and the confidentiality obligation shall apply also in favour of these third parties.

14.4 Goods produced or Services provided in accordance with the documents processed by the Customer or based on the Customer's instructions and specifications must not be used by the Supplier or offered or provided to third parties, unless such information is generally known.

15. Compliance

15.1 The Customer applies a *"zero tolerance policy"* as far as corruption and further violation of the law is concerned.

15.2 The Supplier guarantees to the Customer that in performing its obligations:

- it shall act in accordance with all the valid legal regulations and decrees, in particular the legal regulations adopted to counter money laundering, anti-monopoly regulations, and the provisions of legal regulations concerning unfair competition and distortion of competition. The same applies to the Supplier's employees and assistants;
- it shall not pay any financial amounts or provide other benefits, which include financial benefits for the recipient or holder of a public office;
- it must act in accordance with the Customer's Code of Conduct for business partners (which the Customer shall provide at request).

15.3 The Supplier must devote adequate care to selecting any third parties, and bind them to observe all the legal regulations and decrees pertaining to the performance under the Contract, in particular those countering corruption, money laundering and anti-trust conduct, and to observe the laws against unfair competition or distortion of competition.

16. Termination of the Contract

16.1 Each party has the right to rescind the Contract with immediate effect for serious reasons. A serious reason for rescinding the Contract means in particular:

- if one party commits a material breach of the Contract (including the obligations under Art. 15.2 and 15.3), despite due written warning and stipulation of an additional reasonable deadline for remedy; or
- the existence of justified suspicion (e.g. due to news in the media) that the other party was involved in corruption or another crime; the party terminating the Contract will provide the other party with the opportunity to assume a stance on such accusations; or
 - i) the court decides on default or similar status of the Supplier; or
 - ii) the Supplier files an insolvency petition (or similar petition according to laws other than Czech law) for its person;

- iii) the insolvency petition (or similar petition according to laws other than Czech law) against the given party is rejected due to lack of assets in the meaning of Czech Act No. 182/2006 Coll., Insolvency Act, as amended (hereinafter referred to as the "Insolvency Act") or comparable foreign regulations;
 - iv) an insolvency trustee (or similar trustee according to laws other than Czech law) is appointed to the Supplier; or
 - v) a decision on liquidation of the Contractor, whether mandatory or voluntary, is adopted
 - vi) the Supplier is in default in the meaning of the Insolvency Act or similar law; or
 - vii) another similar situation occurs (e.g. the Supplier is aware of the risk of occurrence of the facts under points (i) through (vi) above and conceals this from the Customer; or
- the Supplier enters into liquidation.

16.2 If the Contract is concluded for recurring performance (e.g. more than one Order), the Customer and Supplier are authorised to terminate the Contract unilaterally in writing without giving reasons or for any reason, whereas the notice period is one (1) month and starts on the first day of the month following the month in which termination notice was delivered. In the case of recurring performance, however, the Customer is not bound to exclusive cooperation with the Supplier or to offtake any minimal volume (quantity).

16.3 Rescinding and termination notice must be executed in writing.

16.4 Rescinding the Contract does not affect the right to compensation of any loss on the part of the Customer, including immaterial loss.

17. Protection of intellectual property

17.1 The Supplier shall make every effort to ensure that the Goods or Services delivered by it do not violate third party rights to intellectual property in the European Union or any other country in which the Goods are manufactured or contracted, or in the country to which the Goods are to be delivered or Services provided, or in the country where the Goods are to be used.

17.2 Should a third party claim the violation of its intellectual property rights against the Customer, the Supplier shall hold the Customer free of such claims, unless the reason for violation of third party intellectual property rights is beyond the control and influence of the Supplier. The Customer is not authorised, without consent from the Supplier, to conclude agreements with the respective third party which require cooperation from the Supplier.

17.3 The Supplier's obligation to indemnify the Customer applies to all expenses necessarily incurred by the Customer in consequence of or in connection to the application of third party claims against the Customer, and in particular costs for legal defence or expert opinions, incurred by the Customer in

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consequence of this third party claim and the surmounting thereof.

17.4 In the event that any subject of intellectual property rights is created or if a subject of intellectual property rights is to be used under the Contract, the Supplier is obliged to provide or procure for the Customer the right to exercise the intellectual property right (in particular know-how) in original and modified form in accordance with Section 2358 of the Civil Code (hereinafter referred to as a "License"). The License is granted for the duration of the property rights for the territory of the entire world and for any means of use in unlimited quantitative scope. Remuneration for provision of the License is included in the price. The customer is authorised to grant a sub-license and/or to assign the License to any third party without limitation in the scope thereof.

18. Withholding right

The Supplier does not have the right to withhold the Goods or provision of Services, unless the parties have agreed on this right of the Supplier in the Contract.

19. Place of performance, legal venue

19.1 The place of performance of all rights and obligations from the Contract is the Customer's registered office.

19.2 The competent court for resolving disputes from the Contract is the general court of the Customer. However, the Customer has the right to bring action against the Supplier before another court, which has jurisdiction pursuant to the legal regulations valid at the venue of the given court. The foregoing does not affect the exclusive court jurisdiction stipulated by legal regulations.

20. Applicable law

These Terms and Conditions are governed by the laws of the Czech Republic with exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG)

21. Final provisions

21.1 These Terms and Conditions replace all prior versions and the Customer is authorised at any time to change or supplement them, in particular during changes in legislation or changes in its business activity. The Supplier's current and previously effective Terms and Conditions are posted on the website at www.formthermit.cz. The Customer will inform the Supplier in writing about changes in the Terms and Conditions.

21.2 The Supplier expresses its consent to the new Terms and Conditions wither in writing, whereas confirmation via fax or e-mail will suffice, or by accepting the Contract, or confirming the Order or delivering the Offer.

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21.3 In accordance with Section 1801 of the Civil Code, the parties expressly preclude the application of Sections 1799 and 1800 thereof.

21.4 The application of Section 1740(3) of the Civil Code, which stipulates that a specific contract is concluded even if the parties have not reached a full consensus on the expression of will regarding its content, is precluded for the conclusion of the Contract and amendments thereto.

21.5 The Supplier assumes the right of changed circumstances in terms of Section 1765 of the Civil Code.

21.6 These Terms and Conditions came into validity and effect on 1st January 2026.

Note

In accordance with the provisions of Act No. 101/2000 Coll., on personal data protection and the amendment of certain laws, as amended, the Customer draws attention to the fact that it uses data processing equipment and that it stores the data received in the course of the business relationship with the Supplier; nevertheless, these data are used exclusively in connection to the Contract and are not disclosed to third parties.