

GENERAL PROCUREMENT CONDITIONS

Suntel

1 PREAMBLE

1.1 When used in these General Procurement Conditions, the following terms shall have the following meanings:

Supply – shall mean goods, services, products, works, or other tasks and performances ordered by the Customer from the Supplier based on the Agreement.

Supplier – shall mean any person with the status of a business entity (i.e. any natural or legal person registered in the Commercial Register or a person acting as an independent contractor) that enters into an Agreement with the Customer.

Customer – shall mean Suntel s.r.o., Business ID: 25943693, a company with registered office at Nupaky 148, 251 01 Nupaky, registered under Reg. No. C 89083 in the Commercial Register maintained by the Prague Municipal Court, or Suntel Group a.s., Business ID: 06651062, a company with registered office at Březnická 5602, 760 01 Zlín, registered under Reg. No. B 7873 in the Commercial Register maintained by the Brno Regional Court.

Civil Code – shall mean Act No. 89/2012 Coll., the Civil Code, as in effect.

Agreement – shall mean a purchase agreement, a contract for work, a service agreement, or any other similar agreement, where the subject matter is the Customer's purchase/order of goods, services, product, work, or tasks.

GPC – shall mean the Customer's General Procurement Conditions.

1.2 Unless it follows otherwise from the context, the singular of the terms defined in the GPC includes the plural and vice versa.

1.3 This GPC applies to all purchases/orders of Supply, provided that the Agreement includes a reference to this GPC. The GPC applies to the full extent hereof, unless otherwise agreed by the parties in the Agreement. The content of the Agreement takes precedence over this GPC. The Supplier's business terms and conditions do not apply and do not become part of the Agreement, unless the Customer consents in writing to such business terms and conditions.

1.4 This GPC applies only in cases where the Supplier is a business entity within the meaning of Section 420 of the Civil Code.

2 ENTRY INTO THE AGREEMENT

2.1 The Agreement must have written form.

2.2 The requirement for written form also applies to any changes and additions to the Agreement.

2.3 The Agreement will be entered into based on a written order placed by the Customer, which must as a rule include a) the designation of the parties, b) the specification of Supply, c) the requested delivery time, d) the price for the Supply, and, where applicable, other important information necessary for the delivery of the Supply. The price for Supply is an essential component of the Agreement; the Agreement shall not be entered into if it does not contain a clause specifying the price.

2.4 The Customer must deliver a written order to the Supplier. If the Supplier accepts the order, the Agreement is entered into upon the acceptance of the order by the Supplier. If the Supplier does not accept the Customer's order no later than within three days after the delivery thereof to the Supplier, the Supplier shall be deemed to have rejected the order, unless the Customer and the Supplier agree otherwise in writing.

2.5 Moreover, the Agreement may be entered into in the form of a separate document signed by the Customer and the Supplier, which shall include, in addition to general information, a detailed specification of the Supply, the requested delivery time, and the price for the Supply. In such a case, the Agreement shall be entered into upon its signature by both contract parties.

2.6 The written form of juridical acts carried out in accordance with this Article 2 of the GPC shall be deemed complied with if the juridical acts are carried out by e-mail or other electronic means allowing the content of the juridical act to be captured and the persons performing the act to be identified.

3 PRICE AND PAYMENT TERMS

3.1 The price for Supply must be always specified in the Agreement.

3.2 The price for Supply shall be specified excluding VAT. VAT shall be added to the invoiced price for Supply in accordance with value added tax laws and regulations in effect.

3.3 The price for Supply shall be firm and non-exceedable and includes any and all work, tasks, and other costs (including the cost of transport, insurance, packing, travel, cash expenses, fees pertaining to copyrights and industrial property rights, where applicable, etc.), the incurring of which is necessary to deliver Supply, unless otherwise agreed under the Agreement.

3.4 The price for Supply shall be billed by the Supplier by means of an invoice (tax invoice), where the Supplier's right to the price for the Supply and right to issue an invoice for the price of the Supply shall originate on the day on which the Supply is duly delivered/provided in accordance with the Agreement and delivered to the Customer under a certificate of delivery and acceptance or a bill of delivery (based on the nature of the Supply) signed by the Customer.

3.5 Invoices shall come due 14 calendar days after their delivery to the Customer, unless otherwise stipulated in the Agreement, where the Supplier shall issue and deliver an invoice to the Customer no later than 15 calendar days after the origination of the Supplier's right to the price for Supply.

3.6 Invoices issued by the Supplier must contain correct information, must conform to all requirements for a tax invoice pursuant to the applicable laws and regulations, and, where applicable, must include any enclosures required under the Agreement or the present GPC. The Customer has the right to return to the Supplier for corrections or additions an invoice that does not conform to the aforesaid requirements or is submitted without a required enclosure. In such a case, the Customer shall not be deemed in default on the payment of the price for Supply. The new due date shall derive from the day of delivery of an invoice that is new, corrected, or includes the required enclosures.

3.7 If the Supplier defaults on the issue and delivery of an invoice to the Customer within the time limit laid down in Article 3.5 of the GPC, the Supplier shall pay the Customer a contractual penalty in the amount of 0.1% per day of the price for Supply excluding VAT for every commenced day of default. This provision does not prejudice the Customer's right to claim damages.

3.8 If the Customer defaults on the payment of the price for Supply, the Customer shall pay the Supplier default interest at the statutory rate for every commenced day of default.

4 DELIVERY OF SUPPLY

4.1 The Supplier shall deliver Supply duly and punctually, to the required extent, and in accordance with the Agreement, the present GPC, the Customer's instructions, laws of the Czech Republic, and technical standards applicable in the territory of the Czech Republic; without limitation, the provisions of written technical standards in effect designated as ČSN and EN ČSN shall be deemed binding, and a failure to conform thereto shall be deemed a gross breach of the Agreement establishing the Customer's right to rescind the Agreement.

4.2 Upon the delivery thereof to the Customer, the Supplier guarantees all aspects of Supply (including, without limitation, the quantity, quality, and specifications) to conform to the Agreement and to technical documentation supplied together with the Supply (if such documentation is supplied), to be completely free of any legal or physical defects whatsoever (including, without limitation, defects in materials or workmanship), and to have the parameters laid down in the Agreement and in the GPC.

4.3 The Supplier shall deliver Supply in its own name and at its own responsibility, personally or through fully qualified workers having a proper employment arrangement with the Supplier, for whom the Supplier shall be fully liable. If the Supplier uses a subcontractor in the delivery of Supply, the Supplier shall remain liable as if the Supplier delivered Supply personally; the Supplier may use a subcontractor, however, only after receiving the Customer's prior written consent.

4.4 The Customer shall have the right to inspect, personally or through an authorized representative, the delivery of Supply at any time. During the exercise of this right, the Supplier shall provide the Customer with any and all necessary assistance. Such an inspection shall not constitute the delivery and acceptance of Supply, including a specific stage thereof or specific works and tasks. If any deficiencies are ascertained by the Customer during an inspection of the delivery of Supply, the Customer shall notify the Supplier, whereupon the Supplier shall rectify the deficiencies without delay (no later than three [3] working days after being thus notified). If the Supplier fails to do so, the Customer shall have the right to rescind the Agreement, following the service of the Customer's second notice to that effect. If deficiencies in the delivery of Supply have the nature of a gross breach of the Agreement, the Customer shall have the right to rescind the Agreement without the service of any prior notice whatsoever.

4.5 The Supplier undertakes to inform the Customer in writing of any actual or potential delay in the requested date of delivery of Supply as well as of all facts liable to jeopardize the timely delivery of Supply; such information shall be provided without delay after the Supplier ascertains such a potential delay. Providing such information shall in no way release the Supplier from liability for delays in the delivery of Supply.

- 4.6 The Customer shall only be required to accept Supply and sign a bill of delivery or a certificate of delivery and acceptance (based on the nature of given Supply) if the Supply has been duly completed.
- 4.7 Supply shall be deemed completed after the delivery of the entirety of components and materials, after the completion of the entirety of work and tasks specified in the Agreement and in enclosures thereto, provided that the foregoing is delivered/performed properly, completely, and free of defects, and provided that the Supplier delivers to the Customer the applicable documentation relating to the Supply (including, without limitation, a certificate of conformity, warranty certificates, technical certificates, technical documentation, and other documents specified in the Agreement or under relevant laws, regulations, and technical standards); all of the foregoing documents must be in Czech or English.
- 4.8 In case that the Supplier fails to conform to any time limit laid down in the Agreement or agreed between the parties, including, without limitation, the time limit for the delivery of Supply, the rectification of defects and completion of unfinished work, the repair of defects claimed under warranty, etc., the Supplier shall pay the Customer a contractual penalty in the amount of 0.1% per day of the price for the Supply excluding VAT for every commenced day of delay in meeting any binding time limit, for every individual violation. This provision does not prejudice the Customer's right to claim damages.
- 4.9 In case that that the Supplier defaults on the delivery of Supply in accordance with the Agreement for a period in excess of 20 (twenty) calendar days, the Customer shall have the right to rescind the Agreement.

5 DELIVERY TERMS

- 5.1 The Supplier shall deliver Supply DDP as per Incoterms 2020 to the place of supply, specifically the Customer's registered office, unless otherwise stipulated in the Agreement.
- 5.2 The Supplier shall deliver Supply in the entirety thereof, where delivering the Supply in parts shall not be permissible, unless otherwise stipulated in the Agreement.
- 5.3 The Supplier shall deliver the Supply in accordance with time limits laid down in the Agreement. The Customer shall be under no obligation to accept Supply before the agreed delivery time.
- 5.4 Supply shall be packed or transported using a method (provided that such a method is standard in consideration of the nature of the Supply) protecting the Supply appropriately during transport, at a minimum until the Supply is accepted by the Customer. The Supplier shall be liable for damage to Supply caused by incorrect or inadequate packing.
- 5.5 The risk of damage to Supply shall pass from the Supplier onto the Customer at the time the Supply is duly supplied/provided and, simultaneously, delivered to the Customer under a certificate of delivery and acceptance and delivery or a bill of delivery (based on the nature of the Supply) signed by the Customer.

6 DEFECTS IN SUPPLY, CLAIMS

- 6.1 The Supplier shall be liable for defects in Supply delivered to the Customer.
- 6.2 If Supply consists of work, goods, or any tangible item (as opposed to a service), the Supplier shall cover such Supply with a warranty of 24 calendar months, unless otherwise stipulated in the Agreement. The warranty period shall begin on the day on which Supply is duly supplied/provided and, simultaneously, delivered to the Customer under a certificate of acceptance and delivery or a bill of delivery (based on the nature of the Supply) signed by the Customer.
- 6.3 Furthermore, Supply shall be covered by statutory liability for defects pursuant to the applicable provisions of the Civil Code. During the agreed warranty period, the Customer shall have the right to file claims concerning the guarantee of quality and liability for defects.
- 6.4 The choice of filing a claim relating to defects in Supply shall lie with the Customer (regardless of whether a claim concern liability for defects or the guarantee of quality). The Customer shall have the right to report any defect and to file claims relating to liability for defects and the guarantee of quality until the expiry of the agreed warranty period, where no other time limits limiting the foregoing right shall apply, where the application is expressly ruled out of time limits laid down under the Civil Code during which a defect must be claimed after being ascertained, as the Customer shall have the right to report defects and file a relevant claim a) at any time before the expiry of the warranty period, insofar as the guarantee of quality is agreed for Supply, or b) at any time during the two (2) years following the day on which Supply is duly provided/supplied and, simultaneously, delivered to the Customer under a certificate of delivery and acceptance or a bill of delivery signed by the Customer.
- 6.5 The Customer shall notify the Supplier of a defect in writing, where written form shall for this purpose include e-mail or another electronic means

allowing the content of the juridical act to be captured and the person performing the act to be identified. The Customer may specify the method for rectifying the defect already in the notice.

- 6.6 The Supplier must respond to a notice of defect and take steps to rectify the defect within a time limit of 48 hours on a working day starting at the time a defect is reported, whereupon the reported defect must be rectified no later than 10 calendar days after being reported. The Supplier undertakes to bear any and all costs of traveling to the site and performing an expert assessment of reported defects.
- 6.7 If the Supplier fails to begin rectifying a claimed defect (i.e. the Supplier fails to respond to a report of a defect and to take steps to rectify the defect) within a time limit of 48 hours on a working day starting at the time the defect is reported, or if he Supplier fails to rectify a reported defect within 10 days after it is reported, or during a different time limit agreed in writing by the parties, the Customer shall have the right to charge a third party with rectifying the defect, where the Supplier undertakes to bear thereto related costs in full. The Supplier shall pay such costs within 30 days after being billed the costs by the Customer.

7 NON-DISCLOSURE CLAUSE

- 7.1 The Supplier undertakes to protect and keep confidential from third parties confidential information and fact thereby obtained, directly or indirectly, in the negotiation, entry into, and performance of the Agreement. Confidential information shall include any and all information constituting the trade secret, know-how, and intellectual property of the Customer and other companies forming a group together with the Customer, the Customer's clients and business partners (including, without limitation, any and all business strategies, financial plans, management methods, accounting, financial, and business affairs, information on business operations, technological processes, data pertaining to clients, suppliers, and other business partners, pricing methods, production, project, and business processes, procedures for processing and assessing business cases, marketing strategies, etc.), information designated as confidential, and personal data of employees and other persons.
- 7.2 Any and all confidential information shall remain the property of the Customer, and the Supplier shall refrain from disseminating, reproducing, and disclosing such information to third parties (with the exception of the cases specified in the GPC or the Agreement). The Supplier shall refrain from disclosing any and all confidential information and shall refrain from using confidential information, directly or indirectly, for any purpose other than providing Supply in accordance with the Agreement.
- 7.3 Notwithstanding the duties laid down hereinabove in this Article 7 of the GPC, the Supplier may disclose confidential information a) in case that the Supplier receives the Customer's prior written consent, b) in case that disclosing confidential information to the Supplier's employees, consultants, and subcontractors is required in connection with the delivery of Supply (provided that the use of confidential information for the delivery of Supply has been approved by the Customer under the conditions agreed in this GPC), and c) in case that the applicable law requires confidential information to be disclosed in the framework of judicial, administrative, or other similar to administrative authorities, courts, or other government authorities; in the foregoing cases, however, confidential information may be disclosed solely to an extent required for discharging legal duties, and the Supplier must notify Customer in writing of such disclosure.
- 7.4 The Supplier must ensure that the persons referred to in Article 7.3, Subsections a) and b) of the GPC, to whom confidential information is disclosed, conform to the same requirements for non-disclosure of confidential information and to the same extent as the Supplier. The Supplier shall be fully liable for any violation of the duties laid down under the GPC by the aforementioned persons.
- 7.5 The duty to maintain confidentiality and to refrain from disclosing confidential information shall remain in effect for an unlimited time, where the Supplier must refrain from disclosing confidential information in accordance with the terms and conditions laid down under this Article 7 of the GPC after the termination of the Agreement, regardless of the reason for and manner in which the Agreement is terminated.
- 7.6 Immediately after the termination of the contractual arrangement between the Customer and the Supplier or based on the Customer's written request, the Supplier shall either discard confidential information and all data carriers containing such information or return the same to the Customer.
- 7.7 A violation of any of the Supplier's duties laid down under Article 7 of the GPC shall constitute a gross breach of the Agreement establishing the Customer's right to rescind the Agreement.

8 LICENSE

- 8.1 If the Supplier, acting as an author using a process defined under the law of the Czech Republic, creates a specific copyrighted work as part of the discharge of its duties in connection with the performance of the Agreement, the Supplier grants to the Customer territory-, time-, and quantity-unlimited exclusive and transferable license for the use of such a copyrighted work and the Customer accepts thus granted license.
- 8.2 The license shall be granted to an unlimited extent for all methods of use, in all forms, using all technical means, for any purpose, in any territory, as a worldwide license unlimited in scope. The Supplier shall have no right to grant a license to a work to any third party and/or to use such a work personally without the Customer's express written consent.
- 8.3 The license shall be granted starting at the time such a work is created, for the entire duration of copyrights to the work. The license shall be granted for compensation, where the compensation shall be included in the price for the work, specifically the price for Supply.
- 8.4 A violation of any of the Supplier's duties laid down under Article 8 of the GPC shall constitute a gross breach of the Agreement establishing the Customer's right to rescind the Agreement.
- 9 COMMON AND CLOSING PROVISIONS**
- 9.1 The legal arrangement between the Customer and the Supplier shall be subject to the law of the Czech Republic, excluding any conflict of law provisions of private international law and provisions of the United Nations Convention on Contracts for the International Sale of Goods. The Customer and the Supplier shall be subject exclusively to the jurisdiction of Czech courts.
- 9.2 Both the Customer and the Supplier shall have the right to rescind the Agreement by serving a written notice in the cases expressly referred to in the Agreement and the present GPC or in the event of gross violation of the Agreement by the counterparty. A notice of rescission from the Agreement must be served in writing. In the notice of rescission, the rescinding party must specify the reasons for rescission. Rescission of the Agreement shall enter into force upon delivery to the counterparty.
- 9.3 The Supplier does not have the right to assign any receivable originating under the Agreement to any third party whatsoever without the Customer's prior written consent (nor to assign any other right or the Agreement in its entirety). Likewise, the Supplier does not have the right to set off any such receivable unilaterally, without the Customer's prior written consent, against any of the Customer's receivables or to pledge such a receivable.
- 9.4 Where the Agreement refers to an enclosure thereto, such an enclosure shall be deemed to constitute an integral part of the Agreement. In the event of discrepancy between an enclosure to the Agreement and the Agreement or between an enclosure to the Agreement, the Agreement and the GPC, the foregoing documents shall be applied in the following order: the Agreement, enclosures to the Agreement, the GPC.
- 9.5 If applicable, no provision of the Agreement or the present GPC that is found to be invalid, delusive, ineffective, or unenforceable, whether in part or in full, shall prejudice the effect, force, and enforceability of the remaining provisions of the Agreement or the present GPC. In such a case, the parties shall without unnecessary delay enter into an agreement replacing such an invalid, delusive, ineffective, or unenforceable provision with a new provision, which shall as close as possible correspond to the purpose of the provision being replaced.
- 9.6 Within the meaning of Section 1765, Paragraph 2 of the Civil Code, the Supplier assumes the risk of a change of circumstances. In accordance with Section 558, Paragraph 2 of the Civil Code, the application is expressly ruled out of customary business practices and Section 557 of the Civil Code.
- 9.7 The GPC enters into force starting on 1 July 2024.