

## I. INTRODUCTORY PROVISIONS

1. These ordering business conditions (hereinafter referred to as the "Conditions") are the business conditions within the meaning of the provision of section 1751 et seq. of the Act No. 89/2012 Coll., the Civil Code, as subsequently amended (hereinafter referred to as the "Civil Code"). These Conditions shall govern the legal relationship established between the companies ELEKTROTECHNIKA, a.s., as the customer ordering goods, work or services (hereinafter referred to as "ELEKTROTECHNIKA" or the "Customer"), and the supplier of goods, work and services (hereinafter referred to as the "Supplier"), regardless of the fact what specific contractual type has been arranged between them. The specification of the goods supplied, work performed or services provided (hereinafter referred to as the "Delivery") is defined by a contract, either in the form of mutual written arrangement between the Parties which is identified as a contract explicitly, or in the form of a written order and its written acceptance (confirmation), as the identical expressions of the will of all the participants of the contractual relationship regarding the content of the Contract.

2. In the event of any discrepancy between these Conditions and the Contract, the provisions of the Contract shall prevail.

3. Any business or other conditions of the Supplier for supplying goods or work or providing services shall not apply to the Contract, unless otherwise agreed explicitly between the Contracting Parties.

### II. ESTABLISHMENT OF THE CONTRACTUAL RELATIONSHIP BETWEEN THE CUSTOMER AND THE SUPPLIER – THE ORDER AND ACCEPTANCE (CONFIRMATION) OF THE ORDER

1. The contractual relationship between the Customer and the Supplier shall be established by issuing a written order (which also includes these Conditions) by the Customer (the draft contract) and by the written acceptance of the order (including these Conditions) by the Supplier (the acceptance of the draft contract). The time-limit for the acceptance of the order (the draft contract) by the Supplier shall be five business days from its delivery. The acceptance of the order (the draft contract) by the Supplier must be in writing.

2. The Customer shall be authorized to withdraw or change its order in writing anytime before its acceptance (confirmation) by the Supplier.

3. Should the confirmation of an order and/or performance of the Supplier depart from the content of the order, the Customer shall be bound towards the Supplier only if the Customer has approved to the Supplier such specified departure from the order, explicitly and in writing. Neither the acceptance of the performance from the Supplier nor the Customer's payment for such performance shall mean the approval.

4. If the Supplier does not accept an order in writing, and yet there is any performance by either Contracting Party in accordance with the issued order, and at the same time this performance is accepted by the other Contracting Party, the order shall be considered to be approved by both Contracting Parties as at the date of the accomplishment of the respective performance, except for the case when the order is withdrawn or cancelled by the Customer before any performance of the Customer or the Supplier is accomplished. Accepting or accomplishing the respective fulfillment shall result in concluding a contract the conditions of which are set out in the order and the Conditions.

5. The Delivery excluding assembly shall be the purchase contract pursuant to section 2079 et seq. of the Civil Code. The Delivery including assembly, or also putting into operation, shall be the contract for work pursuant to section 2586 et seq. of the Civil Code.

### III. PRICE, TERMS OF PAYMENT AND OFF-SETTING

1. The price has been agreed by agreement as the final price and it is without the value-added tax (hereinafter referred to as "VAT") that shall be added to the price according to the applicable legal regulations. The price includes all the Supplier's costs necessary for due performance of the Delivery, such as carriage, postage, packing and insurance charges, taxes and any similar fees (excluding VAT), documentation, assembly and testing, etc. The price

shall also include any compensation for the provision of the right to use a software and firmware, if such software or firmware is part of the Delivery.

2. The Customer shall be obliged to pay the price to the Supplier based on the tax document issued by the Supplier (hereinafter referred to as the "Invoice") sent to the Customer. The Invoice shall include all the essentials resulting from the applicable legal regulations, in particular the essentials of the tax document, and further also the Customer's order number, as well as the numbers (and the respective factual names (codes)) of each item. The Customer shall be authorized to return any incorrectly accounted for or incomplete Invoice or any Invoice not supported with the respective documents to the Supplier within the maturity period, and the payment shall not become delayed.

3. The Supplier shall be obliged to issue the Invoice as at the taxable supply date. The taxable supply date shall be the date when the Delivery is taken over by the Customer which shall be understood the date when the risk of damage to goods is attached to the Customer according to the agreed terms of delivery (e.g. according to INCOTERMS 2010).

4. The maturity period of the Invoice has been determined to be 60 days from the delivery of the Invoice to the Customer. The price shall be paid to the Supplier's bank account made accessible by the tax administrator in the remote manner and maintained by the provider of payment services in the Czech Republic. If there is no such bank account, the price shall be paid to the bank account specified in the Contract or in the acceptance (confirmation) of the order. The Customer's debt shall be settled at the moment of debiting the amount from the Customer's account.

5. If the Customer is delayed in the payment for a period of maximally 7 days, the Supplier shall not be authorized to charge any default interest.

6. The Supplier shall not be authorized to assign any receivable due from the Customer to a third party without the Customer's prior written consent.

7. The payment of the price by the Customer shall be conditioned by the fact that the Supplier is not delayed towards the Customer in any payment of Deliveries that have also been supplied based on another contractual relationship between the Supplier and the Customer. During the period of such Supplier's delay, the Customer shall not be delayed in the payment of the price and the agreed period for payment shall be extended by the period corresponding to the period of the Supplier's aforementioned delay.

Upon the Customer's request, in justified cases (e.g. in the event of the Supplier's insolvency), the Supplier shall give evidence that it makes proper payments of VAT. Until the period of the delivery of such document, the Customer shall be authorized to give evidence for the Delivery provided without causing any delay in the payment hereby.

8. If the Supplier is an unreliable payer within the meaning of the VAT Act as at the taxable supply date or if the Customer is in good faith that the Supplier is in the position that would otherwise establish guarantee of the Customer for any unpaid VAT, the Customer shall be authorized to a) pay the price of the Delivery to the Supplier without the amount equal to the corresponding VAT amount and b) pay VAT for the Delivery directly to the respective tax administrator's account.

9. The Supplier shall provide the Customer with necessary cooperation in negotiations of the Customer with the tax administrator that shall consist mainly in the proper and timely provision of true information and documents and in the support in negotiations of the Customer with the tax administrator, if the tax administrator makes a claim towards the Customer due to its guarantee for VAT, or if the Customer pays VAT voluntarily for the Delivery hereunder.

### IV. HAND-OVER AND TAKE-OVER OF THE DELIVERY

1. The Delivery shall be taken over:  
a) for any Deliveries without assembly: with the written confirmation of take-over (delivery including unloading) of the complete Delivery in the required quality, without any quantity and legal defects, to the place of destination according to the confirmed order,

b) for any Deliveries with assembly and for services: with the written confirmation of take-over of the complete Delivery in the required quality, without any quantity and legal defects, by the Customer.

2. In the event of technical equipment and devices, the Supplier shall undertake to train free of charge, as part of the price for the Delivery, operators and maintenance staff of the Customer or the final client. Further, the Supplier shall undertake to deliver necessary documents concerning the goods (mainly plans of complete assembly incl. all the connections and construction necessities, data sheets, instructions for assembly, instructions for processing, storage, operating and maintenance regulations, etc.). All documents delivered by the Supplier must be handed over not later than together with the delivery, in the electronic form, in the Czech or English language. Upon the Customer's request, the Supplier shall also be obliged to deliver free of charge another language version of the documents handed over; its language shall be specified by the Customer.

3. If the subject-matter of the Contract includes products referred to in the implementing regulations for the Act No. 22/1997 Coll., on Technical Requirements for Products, as subsequently amended, the Supplier shall be obliged to hand over a copy of the Declaration of Compliance to the Customer not later than as at the agreed performance date.

4. The Supplier shall be obliged to enable the Customer during the Contract performance to check the elaboration level of the subject of performance in its production plant or in productions plants of its sub-suppliers, in order to verify the compliance of real work progress with the agreed performance time schedule.

5. The Customer shall be authorized to ask the Supplier any time in writing to suspend performance of the Contract. In such case, the Supplier shall be obliged, after receiving this notification, to stop all the work immediately until the Supplier receives from the Customer the written invitation to continue in its performance.

6. The Supplier shall not be authorized to demand from the Customer, for the first 90 days from the day of suspension of the Contract performance, the payment of storage charges or any other costs incurred by the Supplier for this reason. The Contract performance dates shall be extended proportionally by the period of performance suspension.

7. If there is risk of the Supplier's delay, the Supplier shall be obliged to inform the Customer of it immediately and ask for its instructions.

8. If the Supplier is delayed in the fulfilment of the Delivery, the Supplier shall be obliged to pay to the Customer the contractual penalty of 0.5% of the price of the performance in question (incl. VAT) for each day of delay. By paying the contractual penalty, the Customer's entitlement to the compensation for damage exceeding the contractual penalty shall not be affected. The Supplier shall be obliged to pay the contractual penalty within 30 days from the delivery of the written notification of the application of this contractual penalty by the Customer.

9. The performance place shall be the Customer's registered office, unless something else is agreed in writing. The performance time shall be business days from 8:00 a.m. to 2:00 p.m.

10. The Supplier shall be authorized to ensure the performance of the delivery through a third party only with the Customer's prior written consent. The Supplier shall be responsible for any performances by a sub-supplier as if the Supplier performs it itself.

11. The Supplier shall also be authorized to perform the Delivery before the agreed performance date only with the Customer's explicit written consent.

### V. SUPPLY OF DELIVERY, TRANSFER OF OWNERSHIP TITLE, ATTACHEMENT OF RISK OF DAMAGE

1. The Supplier shall supply goods with paid expenses to the Customer at its own expense and risk to the agreed place of delivery (in the Czech Republic freight paid, and in the case of transport from abroad - DAP according to INCOTERMS 2010).

2. The Supplier shall attach the delivery note to the Delivery with all the data from the order, such as the order No., parts Nos., the exact specification of the goods, the order item and, in the event of any Deliveries from the EU countries, the tariff classification of goods. The delivery shall also include the completed Declaration of the Supplier for the purposes of export and customs control, and further documents proving the origin of goods to be used for the customs purposes, the purposes of re-exportation, etc.

3. If the costs of transport/transfer of the Delivery to the agreed place of performance are to be reimbursed by the Customer according to the confirmed order, the Supplier shall be authorized to charge the Customer only for the costs approved by the Customer in advance. Any increased costs of transport/transfer (compared to the usual level in relation to the respective arrangement) shall be borne by the Supplier.

4. If the transport is carried out by a carrier authorized by the Customer, the Supplier shall be obliged to provide the carrier with the necessary data concerning dangerous goods in accordance with the legal requirements.

5. If the Customer informs the Supplier of the fact that another transport is planned after the primary transport, with another mode of transport, the Supplier shall also be obliged to meet the applicable legal requirements concerning dangerous goods in relation to such continuing transport.

6. The Supplier shall be obliged to ensure that:

a) the Delivery has its packing list or delivery note with the explicit information of the content, as well as the complete number (mark) of the Customer's order,

b) each part of a consignment (the so-called colli) shall have clear information of the content on its package, as well as the complete number (mark) of the Customer's order,

c) dispatching of the Delivery the acceptance of which in the place of destination requires the presence/cooperation of its recipient is announced (advised) to the Customer or the recipient immediately and in writing at least 3 business days in advance, together with the explicit information of the content, as well as the complete number (mark/reference) of the order.

7. The ownership title and the risk of damage to goods/things shall pass and shall be attached to the Customer:

a) for the Deliveries without assembly: with the written confirmation of acceptance (delivery including unloading) of the Delivery to the place of destination according to the confirmed order,

b) for the Deliveries with assembly: by signing the minutes of hand-over/take-over of performance by the Supplier and the Customer.

8. Any materials, preparations, forms and tools in the Customer's ownership, provided to the Supplier free of charge for the purpose of implementation of the Delivery, shall remain the Customer's ownership, shall be stored separately and free of charge, marked and administratively kept (administered). Their use is permissible only for discharging the Supplier's obligations towards the Customer. In the event of their devaluation or loss, the Supplier shall be obliged to arrange for and use the corresponding replacement at its own expense. This shall also apply appropriately to any materials arranged for or left for consideration by the Customer for the Supplier for such purpose.

9. Any processing and/or adjustments to materials in the Customer's ownership shall be carried out for the Customer. The Customer shall be immediately an owner or co-owner of adjusted materials or a new thing. Should it not be possible for any legal reasons, it shall apply that the Supplier has agreed with the Customer that the Customer is, at every moment of processing or adjustment, the owner of every new thing or every intermediate product. The Supplier shall be obliged to take care of every such new thing/intermediate product for the Customer free of charge and with due diligence of proper manager.

10. Any tools, forms, samples, models, profiles, drawings, standards, printing templates, instructions in

any form provided by the Customer, as well as any items manufactured according to them, shall not be handed over to third parties without the Customer's written authorisation or used for any purposes other than those under this Contract. They shall be protected (secured) against any unauthorized viewing or using and shall be identified with the Customer's name if it is technically possible. With the reservation of any other rights, the Customer may demand their giving out if the Supplier breaches these duties.

11. According to the Regulation (EU) No. 1207/2001, the Supplier shall deliver to the Customer the certificate of goods origin if the Customer asks for the delivery of the certificate of goods origin. The certificate of goods origin shall include the specific country of goods origin and the certificate of goods origin shall be delivered by the Supplier immediately after receiving the buyer's request.

12. With the delivery of goods, the Supplier confirms that such goods are not subject to the "EC Dual Use Regulation".

## VI. GUARANTEE, LIABILITY FOR DEFECTS

1. The Supplier shall provide the Customer with the guarantee for the supplied goods, work or services for a period of 36 months (if the guarantee period is longer according to a legal regulation, this longer guarantee period shall apply), while the guarantee period shall start running from the moment of take-over of the Delivery within the meaning of Art. IV Point 1 of the Conditions.

2. If any goods are further supplied – either independently or as part of another unit – by the Customer to a third party and such goods have not been used, the guarantee period shall start running only after the goods are taken over by the respective third party, however, it shall end at the latest 60 months after the risk of damage to the goods is attached to the Customer.

3. The Supplier shall be responsible for the fact that the Delivery is free of any defects, in particular of any factual and legal defects, and also for the fact that its implementation will not result in a breach of any rights of third parties.

4. A defect ascertained before the risk of damage to the goods is attached or become evident during the guarantee period shall be, at its expense and according to the Customer's option, either eliminated by the Supplier or the Supplier shall deliver new (replacement), not defective goods or service within 5 business days. This provision shall also apply to the Deliveries and/or services for which the take-over control was only limited to the random control of samples or identity. The Supplier shall be obliged to send to the Customer the information of corrective measures that the Supplier has introduced/shall introduce in order to prevent the repetition of mistakes in the format required by the Customer. The time-limit for sending such information shall be 2 business days from receiving a complaint.

5. If the Supplier fails to eliminate a defect or perform a replacement delivery, not even after providing an adequate additional time-limit by the Customer, the Customer shall be authorized to:

a) withdraw from the Contract, fully or partially, or

b) require the provision of a discount, or

c) at the Supplier's expense, either the Customer itself or via a third party, accede to eliminating a defect or arrange a replacement delivery, while the Supplier's duties resulting from the guarantee for quality and from the liability for defects shall not be affected hereby. Defects can also be eliminated at the Supplier's expense without providing an additional time-limit by the Customer for the Supplier if the Supplier was delayed in the performance and the Customer is interested in immediate elimination of the defect.

6. If the time-limit was provided to the Supplier for elimination of a defect, and the Supplier failed to eliminate such defect within this time-limit, the Supplier shall be obliged to pay to the Customer the contractual penalty of 0.5% of the price of the performance in question (incl. VAT) for each day of delay in eliminating such defect. By paying the contractual penalty the Customer's entitlement to the compensation for damage exceeding the contractual penalty shall not be

affected. The Supplier shall be obliged to pay the contractual penalty within 30 days from the delivery of the written notification of the application of this contractual penalty by the Customer.

7. Any costs spent by the Customer for elimination of any consequences of a breach of the Supplier's duty and for elimination of any defects of the Delivery shall be reimbursed by the Supplier to the Customer based on the Customer's written notice with the specification of the due date and by giving evidence of costs. This shall also apply adequately to any costs spent vainly by the Customer for processing or modification of the goods for the aforementioned purpose.

8. The period from claiming a defect until the confirmation of settlement of the complaint by the Supplier shall not be included in the guarantee period, it means that the guarantee period shall not be running for this period. If the elimination of a defect was carried out by replacing by a new thing or service, a new guarantee period shall be running for this new thing or service. If there is any dispute between the Parties whether it concerns a guarantee defect, the Supplier shall undertake to start eliminating the defect at its own expense until proper proving and eliminate the defect duly and in time. The Customer shall be authorized to make a complaint until the end of the guarantee period.

9. The aforementioned rules shall also apply to the appropriate extent to deliveries representing correction/replacement of the performance for the purpose of the defect elimination.

10. Any costs related to transport/transfer of a defective delivery back to the Supplier and/or a replacement delivery to the place of destination according to the confirmed order, including the risk of damage to a transported thing shall be borne by the Supplier.

## VII. COMPENSATION FOR DAMAGE INCURRED BY THE SUPPLIER

1. The Contracting Parties have agreed that the total extent of the Customer's duty to compensate the Supplier for damages incurred by the Supplier in connection with the performance of this Contract or a breach of a legal regulation is limited up to 10% of the total contractual price for the Deliveries hereunder (excl. VAT), for all the loss events in their aggregate. The Contracting Parties have agreed that only real damages shall be compensated; loss of profit or any other types of damages shall not be compensated. Further, the Contracting Parties have agreed that damages shall be compensated preferably in money. The Contracting Parties have agreed that any possible contractual penalties or any other sanctions paid by the Customer to the Supplier shall be offset for the compensation for damage in full.

## VIII. WITHDRAWAL FROM THE CONTRACT

1. The Contracting Parties may withdraw from the Contract only in the cases of a material breach of the Contract or in the cases explicitly set out in the Contract or in these Conditions or in the cases explicitly set out in legal regulations if it is not possible to divert from them. The withdrawal shall be effective on the date of delivery of the written notice of withdrawal to the other Contracting Party.

2. A material breach of the Contract shall mean:

a) the Supplier's delay in performance of the Delivery for a period longer than 30 days,

b) assignment or transfer of the Contract or any part thereof or of any right, obligation or interest ensuing from the Contract at variance with Art. XI Point 8 of the Conditions,

c) a breach of any of the Supplier's duties under the Contract or under the Conditions, if the Supplier fails to fulfil such duty, not even within an additional reasonable time-limit determined by the Customer,

d) the Customer's delay in paying the invoiced amount that is longer than 120 calendar days.

3. A Contracting Party shall also be authorized to withdraw from the Contract with effects as at the date of delivery of the expression of will containing the withdrawal to the other Contracting Party, if:

a) the decision on bankruptcy of the other Contracting Party has been issued by the competent insolvency court,

b) the competent insolvency court has rejected the motion to issue the decision on bankruptcy due to a



lack of the other Contracting Party's assets,

- c) the other Contracting Party has discontinued its payments,
- d) enforcement of a decision or execution for the other Contracting Party's assets was carried out without any result,
- e) the other Contracting Party becomes an unreliable payer within the meaning of the VAT Act.

4. The Contracting Parties shall also be authorized to withdraw from the Contract if a force majeure circumstance prevents the implementation of the Delivery for a period longer than 3 months.

5. The Customer shall also be authorized to withdraw from the Contract if the Supplier becomes delayed towards the Customer in discharging of its obligations ensuing from another contract that is longer than 30 calendar days.

If the Customer does not withdraw from the Contract, it is not delayed in discharging any of its obligations ensuing from such other contract for the period until the respective obligation of the Supplier is discharged.

6. The Customer shall also be authorized to withdraw from the Contract based on its decision, also without giving any reason, if the Customer also pays to the Supplier the purchase price for any already supplied and semi-finished goods as at the effective date of the withdrawal from the Contract. In such case, the Supplier shall be obliged to hand over these goods to the Customer.

## IX. CONFIDENTIALITY

1. "Confidential Information" shall mean, for the purposes the contractual relationship between the Customer and the Supplier, any information or data identified by the Contracting Party providing such information as "confidential" or described similarly, and further in particular any business or technical information and data disclosed by either Contracting Party to the other Contracting Party and relating to the purpose for the fulfilment of which the contractual relationship in question is being concluded, on any carrier - either in the paper form or electronically, including the provision of information by means of secured web sites. If any data or information of the confidential character are disclosed orally, the receiving party shall be informed of this fact during oral negotiations, and subsequently the confidentiality has to be confirmed by the disclosing party in writing within 3 days from the notification.

2. Neither Contracting Party shall be authorized, without the prior written consent of the other Contracting Party, to disclose any confidential information to a third party or make accessible, even only partially, any confidential information to a third party in any way. The Contracting Parties shall be authorized to use the received documents, data and information relating to any confidential information only for the purpose defined by the contractual relationship between both Contracting Parties. A breach of the confidentiality duty by a Contracting Party shall not be the provision of information when discharging the duty resulting from law or the provision of information to a court or an arbitration court when making any claims or rights from the given contractual relationship and/or the provision of information, documents and data to the persons forming a concern (holding) with the given Contracting Party; further to consultants and any other persons participating in the performance of the contractual relationship or activities related to the given contractual relationship who have taken over the confidentiality duty pursuant to law or based on a contract, in particular to lawyers or tax advisors of the Contracting Parties, while neither Contracting Party shall be authorized in any connection with this contractual relationship to relieve these persons from the confidentiality duty. The Contracting Parties shall undertake to ensure that these persons are familiarized with the confidentiality duty and are bound to fulfil it to the same extent as the Contracting Parties.

3. The confidentiality duty shall not apply to:

- a) any information which is in the public domain at the time of the contractual relationship establishment or which is disclosed subsequently in any manner other than by breaching the confidentiality duty by a Contracting Party,
- b) any information which a Contracting Party has to

disclose in accordance with a legal regulation or by a decision of an public authority authorized for that based on a legal regulation,

c) any information which a Contracting Party has demonstrably at disposal already as at the date of the contractual relationship establishment,

d) any information which has been or will be disclosed to a Contracting Party by a third party without any entitlements to the limitation of their use or confidentiality.

4. If either Contracting Party discloses any personal data to the other Contracting Party in connection with the performance of this Contract, the disclosing Contracting Party shall be responsible for the fact that the data are provided in accordance with legal regulations or with the consent of data subjects. Upon take-over, the receiving Party shall become the processor and it shall be obliged and authorized to use personal data only for the purpose set out in the Contract and ensure the protection of personal data against the unauthorized access, publishing, or misuse. The receiving Party shall be allowed to hand over personal data to a third party only in the cases defined by a legal regulation or with the disclosing Party's prior consent.

5. The confidentiality duty shall survive the termination of the contractual relationship. In the event of a breach of the duties pursuant to this Article, the breaching Contracting Party shall be obliged to pay the contractual penalty of CZK 100,000.- for each such breach. The entitlement of the injured Contracting Party to the compensation for damage exceeding the contractual penalty shall not be affected by paying the contractual penalty.

## X. PRINCIPLES OF OCCUPATIONAL SAFETY AND HEALTH PROTECTION, FIRE PROTECTION AND EMS

1. The Customer has agreed with the Supplier that the coordination of occupational safety and health protection shall be ensured by the Supplier at the workplace handed over in writing. Any instructions given by the Supplier for ensuring the occupational safety and health protection and fire protection shall be binding on all the persons moving at such workplace at the time from hand-over of the workplace until the hand-over of the work.

2. In the other premises of the Customer, the coordination of occupational safety and health protection shall be ensured by the Customer. Any instructions given by the Customer for ensuring the occupational safety and health protection and fire protection shall be binding on all the persons moving at the other premises of the contractor.

3. The Customer has agreed with the Supplier on written hand-over of all the risks resulting from activities and workplace of the Supplier (including its sub-suppliers) and any other premises of the Customer and by measures for the protection against their effect not later than 3 business days before starting the activities. Handed over risks and measures for the protection against their effect shall be elaborated by the contractor into one document which will be an integral part of this Contract/order. All the persons moving at the workplace shall be demonstrably familiarized with this document.

4. The Supplier shall undertake to hand over to the recipient the list of its employees and employees of its sub-suppliers who will perform activities at the workplace handed over, the list of their valid certificates of professional qualification (if the character of activities requires so) not later than 3 business days before starting the activities.

5. The Supplier shall undertake to provide its employees and employees of its sub-supplier with personal protective equipment and any other working aids for work with increased risk of life threatening and resulting from measures against the effect of risks.

6. The Supplier shall undertake to ensure for its employees and employees of its sub-supplier first-aid means and access to telecommunication equipment in the event of any injury or risk of life or health threatening at the workplace for calling in forces of the integrated rescue system.

7. The Customer has agreed with the Supplier that in the event of any injury the Supplier shall inform immediately the designated employee of the Customer and in cooperation with him/her the Supplier shall

investigate such injury.

8. When reporting a work-related injury, it shall be proceeded pursuant to the Government Decree No. 201/2010 Coll., as subsequently amended.

9. In the event of fire or another extraordinary event requiring quick evacuation, the Supplier and the persons working for the Supplier shall be obliged to comply with the fire alarm directive and the fire evacuation plan of the building, any instructions from the commander of action, or any contact persons. The Supplier shall be obliged to familiarize its employees and sub-suppliers with the documentation of fire protection which has been handed over to the Supplier by the Customer. If any activity with increased risk of fire is performed by the Supplier at the Customer's workplace, the Supplier shall be obliged to draw up, together with the Customer, the "Fire Regulations for the Given Workplace", before starting this activity".

10. The Supplier shall be allowed to start any welding work at the Customer's workplace only after issuing the "Order for Welding" approved by the Customer.

11. The Supplier shall not be authorized to bring or carry any dangerous chemical substances and chemical mixtures to the Customer's buildings. If it is necessary to use any dangerous chemical substances and mixtures for performing the agreed work, their list and safety sheets must be provided and their use must be approved by the management representative for integrated management system of the Customer.

12. If the Delivery contains any goods that are classified according to the international regulations as dangerous goods, the Supplier shall be obliged to inform the Customer of that in the manner agreed between the Supplier and the Customer, but in any case not later than until the date when the order is confirmed.

13. Any dangerous chemical substances and chemical mixtures brought or carried inside by the Supplier that have not been consumed on a business day must be taken away by the Supplier at the end of a business day from the Customer's building or put on a place designated for that until they are used up.

14. It shall not be allowed to store any empty packages not cleaned from dangerous chemical substances and chemical mixtures in the Customer's building, the Supplier shall be obliged to take such packages away on the date of their emptying.

15. The Supplier whose activity has resulted in any waste origination in the Customer's building shall be the originator of such waste and it shall be obliged to ensure its disposal at its expense pursuant to Act No. 185/2001 Coll., as subsequently amended.

16. The Customer shall be authorized to conduct the quality system audit in the Supplier's place. The provisions of Article XI. para. 4 of these Conditions shall apply similarly.

## XI. FINAL PROVISIONS

1. If any provision of the Contract or these Conditions is or becomes invalid, unenforceable, seeming or ineffective, this fact shall not affect the validity, enforceability or effectiveness of the other provisions of the Contract or these Conditions. In such case, the Parties to the Contract shall be obliged to use all their efforts to conclude an amendment to the Contract with which the respective invalid, unenforceable or ineffective provision will be replaced by a new provision best corresponding to the originally envisaged economic purpose.

2. Within the meaning of these Conditions, the written form shall mean the document executed in the written form and sent to the other Contracting Party to the address of the Contracting Party provided in the Contract, either by the registered letter or courier service, or in any other manner enabling the hand-over of the confirmation of delivery back to the sender, or via fax to the fax number of the Contracting Party provided in the Contract with the confirmation of delivery, or in the electronic form, and sent via e-mail.

3. Any written material shall be considered to be delivered on the third business day after it was sent in any of the manners referred to in the previous paragraph to the respective address (fax number, e-mail) of the Contracting Party, even if the addressee failed to take over such written materials.



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# GENERAL PURCHASING CONDITIONS

4. The legal relationship of the Contracting Parties shall be governed by the law of the Czech Republic, with the exclusion of the application of the Vienna Convention on the Laws of Treaties and conflicting rules of law and the United Nations Convention on Contracts for the International Sale of Goods. If the Contract or these Conditions do not contain their own regulation, the rights and duties of the Parties shall be governed by the Civil Code. The Contracting Parties explicitly exclude the application of sections 1726, 1728, 1729, 1740 (3), 1757 (2) and (3), 1765, 1950 and 2605 of the Civil Code. The Contracting Parties declare that they do not have the position of a weaker party towards each other.

5. Within the meaning of section 558 (2) of the Civil Code, in any legal relationships established in this Contract no business customs shall be taken into consideration, and therefore no business customs shall take preference to the provisions of the law not having imposing effects.

6. Any disputes that would arise out of or in connection with the Contract shall be first solved by efforts to reach an agreement. If no agreement is reached, the dispute shall be decided by the competent court.

7. These Conditions and the order shall be considered to be the contract containing the entire agreement between the Contracting Parties and replacing all the prior written or oral arrangements, proposals or agreements concerning the Deliveries.

8. The Customer shall be authorized to assign this Contract to another person. The Contracting Parties exclude the Supplier's possibility to assign, without the Customer's prior explicit written consent, to a third party the Contract or any part thereof or any right, obligation or interest ensuing from the Contract.

9. The Contract may be changed and supplemented only with written numbered amendments signed by authorized representatives of the Contracting Parties. Within the meaning of section 1752 (1) of the Civil Code, the Customer shall be authorized to change these Conditions. The effect of a change occurs at the moment of the delivery to the Supplier pursuant to Article XI. para. 1 of these Conditions. The Supplier shall be authorized, within 10 days from the date of delivery of the notice of a change in these Conditions, to refuse changes in these Conditions and withdraw from these Conditions within the notice period of maximally 30 days. Hereby the Supplier takes over the risk of a change in circumstances pursuant to section 1765 of the Civil Code.