

GENERAL TERMS AND CONDITIONS OF SALE

ALLTUB CENTRAL EUROPE S.R.O.

1 Definitions and Interpretation

1.1 The following definitions are used in these Terms and Conditions of Sale:

- a. **"Agreement"** means the written agreement for the manufacturing and/or delivery of Products by the Seller to the Customer. The Agreement consists of these Terms and Conditions of Sale and the Special Terms and Conditions defined below.
- b. **"Applicable Laws"** means the laws that govern the Agreement as stipulated in Article 17.
- c. **"Confidential Information"** has the meaning ascribed to in Article 15.
- d. **"Civil Code"** means Act No. 89/2012 Coll., the Civil Code, as amended from time to time.
- e. **"Insolvency Act"** means Act No. 182/2006 Coll., on Insolvency and Methods of its Resolution (Insolvency Act), as amended.
- f. **"Intellectual Property Rights"** means any and all tangible and intangible rights of every kind and nature, whether now existing or hereafter arising, including without limitation: (i) rights in works of authorship, including copyrights, moral rights, related rights, and rights in derivative works thereof, (ii) trademark, service mark, trade name, trade dress and similar rights, (iii) knowhow and trade secret rights, (iv) patents, design rights, and other industrial property rights, and (v) all other intellectual property and proprietary rights of whatever nature whether arising by operation of law, treaty, contract, license, common law or otherwise, together with all registrations, initial applications, renewals, extensions, continuations, divisions, reissues and rights of priority related thereto.
- g. **"Parties"** means the Customer and the Seller.
- h. **"Products"** means products and services of the Seller.
- i. **"Customer"** means any individual or legal entity acting for purposes relating to its professional activity that wishes to enter into or has entered into an Agreement with the Seller.
- j. **"Offer"** means any offer, quotation or proposal, of any nature, from the Seller to the Customer for the manufacturing and/or delivery of Products.
- k. **"Order"** means a firm instruction submitted by the Customer to the Seller, of any nature, for the manufacturing and/or delivery of Products.
- l. **"Seller"** means the company ALLTUB CENTRAL EUROPE s.r.o., incorporated under the laws of the Czech Republic, with its registered office at Zengrova 900, Kolín IV, 280 02 Kolín, Czech Republic, registered in the Commercial Register maintained by the Municipal Court in Prague under file number C 178210.
- m. **"Special Terms and Conditions"** means the special terms and conditions entered into between the Seller and the Customer and whose purpose is to supplement or amend these Terms and Conditions of Sale. In particular by specifying the nature and quantity of the Products supplied to the Customer, their pricing and delivery terms. The Special Terms and Conditions consists of an order from the Customer confirmed by the Seller or/and Offer from the Seller accepted by Customer and include, as the case may be, any other actions and legal transactions entered into between the Parties.
- n. **"Terms and Conditions of Sale"** means these general terms and conditions of sale.

1.2 The headings in these Terms and Conditions of Sale are inserted for convenience only and shall not affect its construction.

1.3 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

1.4 Any phrase introduced by the terms 'include' or 'including' or 'for example' shall be construed as illustrative and shall not limit the sense of the words preceding or following those terms.

2 Applicability

- 2.1 These Terms and Conditions of Sale shall apply to and form an integral part of (the negotiations on) every order, Quotation and Agreement and to all (other) actions and legal transactions between the Seller and the Customer.
- 2.2 The Agreement consists of the Terms and Conditions of Sale and accepted Offer which are its integral parts. If the terms of an Agreement and the Terms and Conditions of Sale are in conflict with each other, the terms of the Agreement will prevail.

3 Agreement

- 3.1 The Agreement is concluded upon confirmation of the Customer's order by the Seller in writing.
- 3.2 All Offers are non-binding and revocable until the Seller has confirmed the Agreement in writing.
- 3.3 A reply to an Offer, Quotation or proposal of the Seller by Customer, which purports to be an acceptance, but contains additions, limitations or other modifications is considered to be a rejection of the Offer, Quotation or proposal and constitutes a counter offer.
- 3.4 Documentation materials in or accompanying any Offer, Quotation, other proposal or Agreement in any form, are, unless stipulated otherwise in writing, for information purposes only and shall not be binding to the Seller. Documentation, samples, drawings or models shown or provided are only indications of the Product concerned, and the Customer cannot derive any rights therefrom.

4 Delivery

- 4.1 Supply of the Products takes place in accordance with the Incoterms specified in the Agreement and at the address mentioned in the Agreement. If the Parties have not agreed on specific Incoterms, delivery takes place Free Carrier (FCA)] at the Seller's production location as indicated by the Seller, in accordance with the Incoterms 2020.
- 4.2 The dates of availability or delivery of the Products by the Seller are not binding and indicative only. If the Seller fails to meet the agreed upon delivery date, this does not create a right to any compensation for any damages or contractual penalties, nor the right to terminate the Agreement. The Seller's obligation to deliver the Products is not a "fixed obligation". Section 1980 of the Civil Code is excluded.
- 4.3 The Seller reserves the right to deliver the number of ordered Products with a quantity variation of +/- 10%. This quantity variation is reduced to 5% for orders exceeding 100,000 pieces. If the Customer does not take receipt of the Products on the agreed upon delivery time, the Customer will still owe the purchase price and will bear the risk for the Products from the delivery time as agreed in the Agreement onwards. Delivery will then be deemed to have taken place at the agreed delivery time, whereby the Seller will keep the Products in storage for the Customer at the Customer's risk and expense and the Seller has the right to invoice the Products and claim payment from the Customer. This does not affect the Seller's other rights and remedies, in particular the Seller shall also be entitled to reimbursement of any costs and expenses directly incurred due to such delay and may retain the Products until such costs and expenses are reimbursed. If the Customer does not take over the Products within three (3) days of the Seller's request, then in any such case the Seller may (without prejudice to any other right or remedy available to it) do the following:; (i) claim from Customer any costs and expenses directly incurred by Seller as a result of such delay; and/or (ii) cancel the Agreement as regards any Products that remain to be delivered under such Agreement; and/or (iii) withhold a performance from any other agreement concluded with the Customer (in this case, section 1913 of the Civil Code is excluded)
- 4.4 Delivery times and delivery schedules submitted by the Seller are not fatal/strict deadlines. The Seller will notify the Customer of any expected delay in delivery.
- 4.5 Delay in delivery or incomplete delivery, regardless of the cause thereof, is not a ground for the Customer to claim damages, impose a fine or to rescind or terminate the Agreement. In relation to delivery of the Products, section 1931 and second sentence of section 2004 (2) of the Civil Code are excluded.

5 Price

- 5.1 The prices for the Products are exclusive of VAT and all other possible levies, surcharges and costs of transportation and packaging. The purchase price for the Products shall be increased by all fees, taxes, and duties that are legally applicable and effective on its due date as specified in the Agreement. All compulsory payments and delivery costs, if any, shall be paid by the Customer, unless otherwise explicitly agreed in writing between the Seller and the Customer.
- 5.2 The purchase price for the Products shall be specified in the Agreement. The purchase price shall be governed by the Seller's current price list valid at the moment of conclusion of the Agreement and may be adjusted for any additional or special orders from the Customer.
- 5.3 In the event of an unexpected increase in the input costs price for production of the Products, operation, or other related costs charged by third parties (including without limitation raw materials, energy costs and/or labour costs associated with the ordered Products) after the date of the Offer, the Seller has the right to increase the price of the Products accordingly, i.e. to adjust the purchase price of the Product by such additional costs. As soon as reasonably possible after the Seller learns of the existence of the aforementioned event, it shall notify the Customer thereof, including the specification of the increased price. The increased price shall automatically apply to all Products delivered after the date of such notice.
- 5.4 The Customer shall indemnify the Seller against all damage, loss and/or cost that may ensue for the Seller from the fact that the Customer is not properly registered for VAT or similar tax purposes and/or that the Customer has issued incorrect information or data or has not on time issued information or data to the Seller.

6 Payment

- 6.1 The Customer shall pay all invoices and the amounts due to the Seller in Euros or CZK within thirty (30) days after the invoice date without deduction, suspension, set-off or discount to the bank account designated by Seller on the invoice, unless agreed otherwise in writing. If the Customer fails to pay one invoice on its due date, all other invoices issued have become due immediately.
- 6.2 Complaints about the correctness of an invoice must be made known to the Seller in writing within thirty (30) days after receipt of the invoice. After this period lapses, the right to complain about the correctness of the invoice lapses. In the event of a timely complaint, an incorrect invoice will be credited, and a new invoice will be sent.
- 6.3 The agreed-upon term of payment is final. If any amount is not paid on the due date, the Seller shall be entitled to payment of default interest at an interest rate of 2 % per month from the day following the due date for each day of delay, without any further notice of default being required. Default interest does not cover any damages the Seller suffered in connection with the Customer 's delay. Section 1971 and 1805 (2) of the Civil Code are excluded.
- 6.4 All extra-judicial and judicial costs, internal as well as external, incurred by the Seller, where the Seller has become involved in any way in a judicial procedure against the Customer, both as plaintiff and defendant, will be borne by the Customer. The judicial costs will be set at the actual amount paid by the Seller relating to the proceedings, even where these costs exceed the liquidated legal costs.
- 6.5 The Seller shall at all times be entitled to require the Customer to give proper security for the performance of all its obligations under the Agreement in a manner as will be deemed sufficient by the Seller or to demand that the Customer pays the purchase price for the Products in advance. Failing immediate provision of such security or advance payment, the Seller will be entitled to suspend further execution of the Agreement until such time as the Customer will have provided the required security or payment in advance.
- 6.6 If the Customer is in delay, its payment is first imputed to collection costs, any contractual penalties, then default interest and finally the principal. Section 1932 of the Civil Code is excluded.

7 Warranty and complaints

- 7.1 The warranty period, respectively expiration date is 12 months from the date of production of the Products. During this period, the Seller warrants that the Products delivered are of the quantity, quality and description required by the Agreement and these Terms and Conditions of Sale.
- 7.2 Immediately upon receipt thereof, but in any case, at the latest within fifteen (15) days upon takeover, the Customer shall inspect the Products and packing materials for possible defects. The Customer must make a complaint with the Seller in writing. Visible deviations and defects must be reported by the Customer to the Seller in writing with reasons within fifteen (15) days from the date of delivery of the Products and in any case before their use. Invisible deviations and defects must be reported to the Seller within seven (7) days after the moment the Customer has identified or reasonably should have identified the deviation or the defect by exercising sufficient care. Failing such timely notification, the Agreement shall be deemed to have been properly performed and the Customer shall be deemed to have waived all claims in respect thereof. The Customer shall, in case of defective products, make sure that the whole consignment, in respect of which a claim will be lodged, remains available for inspection by the Seller; in case only part of the consignment is available for inspection, the same will constitute a waiver by the Customer or any claim in respect of the other part of the consignment.
- 7.3 The Customer cannot invoke any failure to perform and the warranty does not apply in case of the following causes of damage:
- a. the Product has been used for a purpose other than that for which it normally or specifically is intended;
 - b. the Product, in the opinion of the Seller, has been used, treated, processed, preserved, stored or transported injudiciously;
 - c. normal wear and tear;
 - d. damage caused by negligence of the Customer or any third party, or by having acted contrary to the Seller's instructions, indications and advice;
 - e. on the Customer's instruction, the Seller has used raw materials and such for the Products, or has otherwise manufactured the Products on Customer's instructions, and the failure is due to this;
 - f. the Customer has not fully met its payment obligations towards the Seller;
 - g. the damage originates from or is the result of the instructions or design specifications given by the Customer to the Seller.
- 7.4 With the prior written consent of the Seller, the defective Products will be returned to the Seller's plant from where the Products were shipped. Return consignments of Products may only take place after prior written permission under conditions determined by the Seller and following Seller's instructions. If and insofar as the Seller declares a complaint by the Customer just, the Seller shall at its sole option (i) replace the defective Product(s), or (ii) grant the Customer a reasonable reduction of the defective price of the Product(s). These are the Customer's sole remedies in relation to defective Products, whether under warranty or under statutory liability for defects. Section 2106 of the Civil Code is excluded. The Customer explicitly relinquishes all its (other) rights and claims it may have under the applicable law.
- 7.5 The submission of a complaint does not release the Customer from its payment obligations towards the Seller. Section 2108 of the Civil Code is excluded.

8 Force majeure

- 8.1 The Seller shall not be obliged to deliver the Products to the Customer and shall not be obliged to pay compensation to the Customer in the event of force majeure.
- 8.2 Force majeure is understood to include, without limitation, fire, flood, earthquake epidemic (and more generally any natural event), insurrection, war, riot, terrorist acts, total or partial strike, shortage of raw material or energy, default of a supplier, accidents during the manufacturing or any other situation beyond the reasonable control of the Seller in which performance of the Agreement is prevented, in full or in part and temporarily or permanently.
- 8.3 The Seller shall not be liable for the impossibility of delivery of the Products due to changes or modifications of the raw materials for the production of the goods supplied to him by its suppliers.

8.4 In the event that a force majeure situation occurs, the Seller has the right to dissolve the Agreement or to suspend the performance of the Agreement for the duration of the force majeure situation. In this case, the Seller is not obliged to pay contractual penalties, other agreed penalties, or sanctions, or provide compensation for damage.

9 Liability

9.1 In no circumstances will the Seller be liable to the Customer for any special, consequential, indirect, criminal or incidental loss, including but not limited to losses caused by delays, lost profits, lost savings, increased operational costs, loss of customers, loss of goodwill, etc., howsoever caused, regardless of the basis of liability. For compensation of damages, Article 7.5 applies accordingly.

9.2 In no circumstances will the Seller be liable to the Customer for defects in the Product if these are caused by instructions or design specifications provided by the Customer.

9.3 If the Seller is liable for damage, the amount of the Customer's compensation to which it is entitled shall not exceed the insurance pay out received from the Seller's insurance.

9.4 If Seller's insurer, for whatever reason, does not pay out (entirely), does not provide coverage, or if there is no applicable insurance, Seller's liability will in any case be limited to the amount of the net invoice value excluding VAT of the Product supplied that caused the damage.

9.5 Save where performance by the Seller is permanently impossible, Seller's liability on the grounds of imputable failure to comply with the Agreement or otherwise arises only if the Seller receives notice of default in writing from the Customer immediately, in which a reasonable period of a minimum of fourteen (14) days is allowed to remedy the failure, and the Seller remains in default of its obligations after the aforesaid period.

9.6 The limitation of liability of the Seller contained in this Article 9 shall not apply if (i) the damages are the direct result of wilful misconduct or gross negligence on the part of the Seller duly proved by the Customer, (ii) the damage is the result of death, bodily injury or other harm to natural rights within the meaning of Section 2898 of the Civil Code, or (iii) the mandatory product liability rules under Sections 2939 et seq. of the Civil Code apply.

9.7 Any claim for damages against the Seller is extinguished automatically twelve (12) months after the inception of the claim.

9.8 The Customer indemnifies the Seller against all (impending) third-party claims against the Seller, the costs (including legal fees) of defence against such claims and any obligations the Seller has to third parties, if such claims, costs and obligations are based on, arise from or in connection with any act or omission or any use of the Product by the Customer or any third party and/or any failure of the Customer to properly perform the terms of the Agreement.

10 Products compatibility

10.1 The Seller is only responsible for delivering the Products in accordance with the shape and material specifications set in the relevant Offer and/or mutually approved Product Specifications, regardless of usual properties, purpose of the Agreement etc. Sections 1914 (1) and 1915 of the Civil Code are excluded.

10.2 The Customer is responsible for verifying the compatibility of the Seller's Products with his own. Therefore, the Customer is deemed to have carried out all required testing. All testing is carried out under the Customer's own responsibility and costs, even though the Seller may have provided the Customer technical assistance in this respect.

10.3 The Seller shall not be liable for any problem of content/Product incompatibility whatsoever. More generally, the Seller will disclaim all responsibility for any use the Customer may make of the Products supplied by the Seller.

11 Product standards

- 11.1 With regard to the (sale of the) Products, the Customer must act in accordance with the applicable product safety requirements.
- 11.2 The Customer will provide any and all cooperation requested by the Seller if the Seller, whether or not based on European or under the Applicable Law regulations, wants to initiate any actions in the field of product safety, such as a public warning or a product recall.
- 11.3 If the Customer discovers or becomes aware of a fact, circumstance or event that could possibly lead to a product recall, the Customer shall inform the Seller as soon as possible thereof.
- 11.4 Without the Seller's prior written consent, the Customer shall not, whether or not based on European or under Applicable Law regulations, take any measure in the field of product safety, such as a public warning, a product recall or informing a competent authority.
- 11.5 In order to enable a public warning or a product recall, the Customer shall at all times keep accurate records that make it possible to find out to whom, when and in what quantities the Products were delivered by it.

12 Ownership and retention of title

- 12.1 The Products shall be for the Customer's risk and account from the moment of delivery. The Seller shall have the ownership right to the Products until the invoiced purchase price for the Products, fees, duties, taxes, surcharges and expenses have been paid in full by the Customer in accordance with the Agreement and these Terms and Conditions of Sale, irrespective of the transfer of risk of damage to the Products to the Customer.
- 12.2 In the event of default by the Customer in fulfilling its obligations under the Agreement, the Seller shall have the right to demand the immediate return of the delivered Products. The Customer is obligated to offer all requested cooperation in this regard. The costs of such reclaim will be for the account of the Customer.
- 12.3 If and as long as the Seller is the owner of the Products, the Customer shall notify the Seller without delay in the event that any part of the Products should be lost or damaged, or in the event that the Products should be seized and/or other claims are laid on (any part of) the Products. During such time, the Customer shall hold the Product(s) as bailee, keeping them separate from the goods of the Customer and third parties, properly stored, protected and insured, and clearly identified as the Seller's property. The Customer is obliged to inform the Seller no later than five (5) days from the date of the commencement of insolvency proceedings, bankruptcy, or liquidation of the Customer.
- 12.4 As long as the Customer is not in default vis-à-vis the Seller, the Customer is entitled to process or sell the Products delivered under retention of title to third parties in the course of its normal business operations.
- 12.5 If the laws of the country for which the Products are destined or in which the Customer is established do not recognize the retention of title or imposes specific requirements thereto, the Customer shall at first request fully cooperate with the fulfilment of the local requirements for establishing the retention of title, or a similar security in the Products.
- 12.6 All tools, printing plates and moulds used in the execution of the Agreement shall in all cases remain the property of the Seller, irrespective of the extent to which the Customer has contributed to the cost of their creation. However, if such facilities are solely required for the production of Products of which the Customer has the exclusive and sole ownership to the Intellectual Property Rights, these facilities shall be used exclusively at the Seller's plant or another location agreed upon between the Parties and exclusively on behalf of the Customer.

13 Shortcoming Customer

- 13.1 In the following events, all amounts owed by the Customer to the Seller, are immediately and fully due and the Seller is entitled to withhold future deliveries of Products to Customer and/or terminate any Agreement in writing with immediate effect:
 - a. insolvency proceedings within the meaning of the Insolvency Act or any other proceedings having similar legal effects are commenced, or preventive restructuring or individual moratorium is initiated in accordance with Applicable Laws with respect to the Customer;
 - b. enforceable attachment at the expense of the Customer;

- c. dissolution, liquidation, termination, or sale of (the company of) the Customer;
 - d. direct or indirect change in the Customer's control;
 - e. a material shortcoming in the fulfilment of an Agreement that is not capable of being remedied or, after the Customer has been given notice of default, has not been remedied within a reasonable term of fifteen (15) days;
 - f. any situation that arises in a jurisdiction other than under the Applicable Laws and that is similar to the situations described above up to and including e.
- 13.2 The Customer shall notify the Seller without delay in the event that any of the situations described in Article 13.1 arise.
- 13.3 Termination of the Agreement does not affect the Seller's right to claim payment of contractual penalties and damages.

14 Intellectual property rights

- 14.1 The Seller reserves all rights in and to its Intellectual Property Rights. Nothing in these Terms and Conditions of Sale, the Agreement, a Quotation, or any other legal relationship between the Parties shall constitute or be deemed to effect a transfer to the Customer of any Intellectual Property Right.
- 14.2 Where Products are manufactured and/or packaged to the Customer's instructions, the Customer represents and warrants that it is the holder of, or has obtained valid authorization for the use of, all Intellectual Property Rights associated with such Products, and that the manufacture and/or packaging in accordance with its instructions does not infringe any third-party rights. At the Seller's request, the Customer shall promptly provide sufficient evidence of such rights and shall fully cooperate with the Seller.
- 14.3 The Customer shall indemnify, defend and hold the Seller harmless from and against any and all third party claims, damages, costs and expenses arising out of or in connection with any infringement of third party rights or breach of applicable law resulting from the manufacture and/or packaging of the Products to the Customer's instructions. The Seller may, at its option, assume or direct the defence. The Customer may not settle any claim without the Seller's prior written consent.
- 14.4 For the duration of the Agreement, the Customer grants the Seller an irrevocable, non-perpetual, worldwide, royalty-free license to use its Intellectual Property Rights insofar as the use thereof is necessary for the performance of the Agreement, including but not limited to the use of word marks and logo marks on Products, packaging and related documentation. This licence shall continue after termination of the Agreement to the extent necessary for servicing, warranty handling, product recall, record-keeping and defence against claims.

15 Confidentiality

- 15.1 The Customer is obliged to observe confidentiality in respect of and will not disclose or disseminate any confidential information it may obtain from the Seller or from other sources in connection with these Terms and Conditions of Sale, the Quotation, the Agreement or preparations for it, or any agreements that may result therefrom whether such information is written or verbal and wherever it may come from. Information is deemed to be confidential if notified as such by the Seller or if this is inherent to the nature of the information.
- 15.2 The Seller shall be entitled to include the Customer's name in Seller's business documents among its business references (including the use of any distinguishing feature of the Customer such as a logo, pictorial or other marks) as well as on any marketing material unless expressly prohibited by the Customer, acting reasonable.

16 Miscellaneous

- 16.1 The Seller shall have the right to transfer any of its rights and obligations under any Agreement with the Customer to any third party. The Customer shall not be entitled to transfer its rights and/or obligations under an Agreement to any third party without the Seller's prior written consent.
- 16.2 Termination of the Agreement does not affect its provisions which, given its nature, are to oblige the Parties even after the withdrawal, including, but not limited to the right to be paid a default interest, contractual penalties, the right to be compensated for damage resulting from a breach of a contractual duty etc. as

- well as clauses 12, 16 and 17 of these Terms and Conditions of Sale. If a debt has been secured, the security shall also remain unaffected by the withdrawal from the Agreement.
- 16.3 Change in circumstances: The Customer bears the risk of a substantial change in circumstances. Sections 1765 and 1766 of the Civil Code are excluded.
- 16.4 Individual or Legal Entity: The Customer hereby declares that it is an legal entity acting within his business activities and therefore (i) provisions of the Civil Code on the protection of consumers are excluded; (ii) sections 1793 and 1796 of the Civil Code do not apply; (iii) provisions on the contracts of adhesion, i.e. section 1798 et seq. of the Civil Code, are excluded.
- 16.5 Surprising arrangements: After its reading, the Customer hereby declares that no provision of these this Terms and Conditions of Sale is surprising or unexpected and expressly accepts all of provisions of these Terms and Conditions of Sale.
- 16.6 Acquittance: If the Seller provides the Customer with a confirmation that the debt has been discharged (an acquittance), such confirmation (an acquittance) shall be limited to the debt expressly specified therein. Sections 1949, 1950 and 1951 of the Civil Code are excluded.
- 16.7 Entire Agreement: The Agreement, i.e. the accepted Offer and these Terms, together with Product specifications given by the Seller, contains the entire agreement of the Parties concerning its subject matter and it fully substitutes any and all previous agreements or obligations of both Parties, written or oral, relating to the subject matter of the Agreement.
- 16.8 In the event that one or more provisions of the Terms and Conditions of Sale and/or the Agreement are declared null or invalid, unenforceable or ineffective, the remaining provisions of the Terms and Conditions of Sale and the Agreement shall remain in force and effect. Parties shall replace the null and void or unenforceable provision with a new provision that approaches the content of the original provision as closely as possible.
- 16.9 An Agreement can only be altered with written consent of both Parties. Such alteration is only valid in respect of the specific Agreement for which it is agreed upon.
The Seller reserves the right to modify the content of the Terms and Conditions of Sale at any time by publishing a new version that will apply to subsequent orders. The Seller shall inform the Customer in writing of changes to the Terms and Conditions of Sale.
- 16.10 Any communications under these Terms and Conditions of Sale and the Agreement may be delivered in writing and by email. This does not apply if these Terms and Conditions of Sale and/or the Agreement require a written form for certain communications. In this case, it can only be delivered through a postal service provider as registered mail.
- 16.11 The Seller reserves the right to modify the content of the Terms and Conditions of Sale at any time by publishing a new version that will apply to subsequent orders. The Seller shall inform the Customer in writing of changes to the Terms and Conditions of Sale

17 Applicable law and jurisdiction

- 17.1 The Terms and Conditions of Sale, Quotations and Agreements are exclusively governed by the laws of the Czech Republic, with the exclusion of the applicability of the United Nations Convention on Contracts for the International Sale of Goods.
- 17.2 If a dispute arises the Parties shall try to agree on an amicable solution.
- 17.3 If the Parties cannot agree on an amicable solution, any and all disputes arising in connection with, ensuing from or relating to the Terms and Conditions of Sale, Quotations, Agreements and further contracts resulting there from between the Seller and the Customer shall be submitted to the exclusive jurisdiction of the courts of the Czech Republic having local jurisdiction over the Seller's registered head office.

These Terms and Conditions of Sale can be downloaded from the Alltub Group's website www.alltub.com.

These Terms and Conditions of Sale take effect on 1.7.2026 [Version 1.0].