GENERAL TERMS AND CONDITIONS OF PURCHASE
ALLTUB CENTRAL EUROPE S.R.O.

---

1 Definitions and Interpretation

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

a. "**Agreement**" means a written agreement for the manufacturing and/or delivery of Products by the Supplier to the Purchaser.

b. "**Applicable Laws**" means the laws that govern the Agreement and the Terms and Conditions of Purchase as stipulated in article 16.

c. "**Intellectual Property Rights**" means any and all tangible and intangible: (i) rights associated with works of authorship, including copyrights, moral rights, neighbouring rights, and derivative works thereof, (ii) trademark and trade name rights, (iii) knowhow and trade secret rights, (iv) patents, design rights, and other industrial property rights, and (v) all other intellectual property rights (of every kind and nature however designated) whether arising by operation of law, treaty, contract, license, or otherwise, together with all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof.

d. "**Parties**" means the Supplier and the Purchaser.

e. "**Products**" means products and services of the Supplier.

f. "**Purchaser**" means Alltub Central Europe, s.r.o. under the laws of Czech Republic, with its registered office in Kolin, Zengrova 900, Czech Republic, listed in the commercial register under number C178210.

g. "**Purchase Order**" the order or instructions of Purchaser to deliver a product or provide a service.

h. "**Offer**" means an offer from the Supplier to the Purchaser for the delivery of Products.

i. "**Supplier**" means a legal entity that wishes to enter into or has entered into an Agreement with the Purchaser.

j. "**Terms and Conditions of Purchase**" means these general terms and conditions of purchase.

1.2 The headings in these Terms and Conditions of Purchase 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 Purchase are applicable to all requests for Offers, quotations or proposals, Purchase Orders, order confirmations and Agreements, and to all (other) actions and legal transactions between Purchaser and Supplier.

2.2 By accepting a Purchase Order, Supplier accepts the applicability of these Terms and Conditions of Purchase.

2.3 The applicability of any general terms and conditions of Supplier is expressly rejected by Purchaser, unless the applicability thereof has been explicitly accepted by Purchaser in writing in respect of any specific transaction.

2.4 These Terms and Conditions of Purchase are drawn up in the English language and have been translated to other languages. In case of any conflict in interpretation between the English version and such translation, the English version shall prevail.

3 Purchase Orders and effectuation of Agreements

3.1 An Offer must correspond precisely to the enquiries made by the Purchaser. Any deviations between the enquiries made and the Offer shall be pointed out by the Supplier in the Offer. Offers are made at no cost for the Purchaser and are non-binding to the Purchaser.

3.2 Purchase Orders shall be without engagement to Purchaser and have a validity term of 2 working days, unless stated otherwise in writing. A Purchase Order that contains a term can still be revoked by Purchaser, even after receipt of the order confirmation, but only within 2 working days.

3.3 An Agreement is concluded at the moment of receipt of the order confirmation of Supplier by Purchaser in conformity with the Purchase Order. This order confirmation should be received by Purchaser within 2 working days after the date of the Purchase Order, in the absence of which Purchaser is entitled to consider the Agreement non-existent.

3.4 In the event of differences between the Purchase Order and the order confirmation, the contents of the Purchase Order will be the contents of the Agreement between Purchaser and Supplier, unless the Supplier expressly states that it does not accept the Agreement being concluded on the terms of the Purchase Order.

3.5 All modifications and amendments to an Agreement must be made in writing. Supplementary or conflicting stipulations are only valid if they have been accepted in writing by both Parties.

4 Prices and payment

4.1 The prices mentioned in the Purchase Order or in the Agreement are fixed and cannot be adjusted unilaterally.

4.2 The prices, unless otherwise agreed upon in writing, comprise the costs of packaging, transportation, insurance, export and import, taxes (VAT exclusive) and levies and/or delivery and installation costs and are in euros. In case of international transactions the prices are based on the ICC Incoterm Delivered Duty Paid (DDP) (of the International Chamber of Commerce, Edition 2020), unless otherwise agreed upon in writing.

4.3 All invoices from the Supplier should contain the order number and should be sent to the specific e-mail address of Purchaser, with the second copy to be clearly identified as such. In no event may invoices be enclosed with the Products.

4.4 Invoicing and payment are effected in euros, unless otherwise agreed upon in writing.

4.5 Payment of an invoice of Supplier will be effected within 60 days after receipt of the invoice and approval of the products delivered by Purchaser, unless otherwise stipulated in the Purchase Order.

4.6 Purchaser has the right to set-off any debt to Supplier against any claim on Supplier, without any restriction or further condition.

4.7 Should the Supplier not observe aforementioned instructions, the Purchaser is not liable for any delay in processing of the invoices and subsequently payment.

5 Delivery, transfer of title and risk

5.1 The delivery time is binding and time is of the essence. If the Supplier is in default in respect of the delivery period or the delivery quantities, the Supplier is in default by operation of law, without any notice of default being required for that purpose. In that case Purchaser is authorized to terminate the Agreement in full or in part and/or not to accept the Products and return them to the Supplier at Supplier's own account and risk, notwithstanding the rights Purchaser is otherwise entitled to. In all cases Supplier will notify Purchaser in due course in respect of any delay or excess of a delivery period.

5.2 Supplier will deliver Products that are not subject to rights or claims of third parties, unless Purchaser has agreed to accept the products under those restrictions.

5.3 The risk of loss, theft or damage to the Products is transferred by Supplier to Purchaser at the date of delivery of the Products at the location stated by Purchaser in the Purchase Order.

5.4 Unless otherwise agreed in writing, delivery takes place in accordance with the ICC Incoterm Delivered Duty Paid (DDP) (of the International Chamber of Commerce, Edition 2020).

5.5 The Products should be packed in such a way that they, in case of normal transportation, reach their destination in good condition and can be unloaded by the usual means. The Supplier is responsible for the packaging materials and any (mandatory) obligation to take these back.

5.6 Each shipment should be accompanied by a packing list stating at least: the purchase order number, the item code number, a description of the Products and the correct quantity.

5.7 Partial deliveries must be identified as such and are only allowed after prior written approval by the Purchaser.

6 Inspection for defects, complaints

6.1 Purchaser will notify Supplier orally or in writing about any complaint regarding the Products, while stating the nature of the defect. In case of visible defects to the Products and/or lacking quantities of the Products, Purchaser will do so within a reasonable period of time. In respect of any other complaints relating to the products Purchaser will reclaim within a reasonable period of time after the date that he became aware or might have reasonably been aware of the defects and/or the lacking quantities.

6.2 Purchaser will notify Supplier in writing about any complaints relating to (the level of) the invoiced amount within a reasonable period of time after receipt of the invoice, while a description of the complaints is provided.

6.3 In case of complaints of any nature whatsoever, Purchaser will be entitled to suspend payment of invoices.

6.4 Any claims of Purchaser will be prescribed five years after the notification mentioned in this article.

6.5 In case of rejection, Supplier will immediately repay and/or credit the already paid or invoiced purchase price to Purchaser and the Agreement will be deemed rescinded, such notwithstanding the right of Purchaser to demand fulfilment and/or compensation.

7 Warranty

7.1 Supplier guarantees that the Products delivered:

a. as regards quantity, quality and specifications are in accordance with the Purchase Order and the Agreement;
b. are free from errors in design, processing, fabrication, material, construction and size;
c. are suited for the normal use for which they are intended, and a special use that has been anticipated on the Purchase Order and the Agreement;
d. provide the safety that is to be expected of them.

7.2 The guarantee described in this article applies for at least 24 months after delivery of the respective Products, unless the guarantee granted by a supplier of Supplier covers a longer period. In that case the longer guarantee period will apply, such unless the contrary has been expressly agreed upon.

7.3 Any defects or flaws that manifest during the guarantee period will be promptly and fully remedied by Supplier after the first notice from the side of Purchaser, or, if remedy is impossible, be replaced free of charge by equivalent products or parts. Services rendered improperly will be promptly provided again by Supplier at the first request of Purchaser, without any costs for Purchaser. New products or parts under guarantee are delivered free at the warehouse of Purchaser. Notwithstanding any other rights the Purchaser has under the Applicable Laws.

7.4 Supplier guarantees that the Products delivered meet all statutory requirements, EU Directives and other government regulations applicable at the date of delivery, for example in the field of safety, environment, ergonomics, electromagnetic compatibility, etc., such in the broadest sense, as well as the norms and technical standards generally acknowledged in the business sector. Supplier has all (government) approval and permits needed and acts in accordance with those permits and approval. Supplier indemnifies Purchaser against any claims, including costs of legal aid, arising from or connected to the non-compliance by Supplier with the aforesaid statutory requirements.

7.5 The Supplier shall comply with current legislation and regulations for the industry as regards hygiene and safety, employee representation and concealed work, whether the Supplier works on the site alone or concomitantly with other suppliers and shall fulfil all the conditions imposed on it by particular regulations on the work site, such as the contractual charter for work by outside companies.

7.6 The Supplier is solely responsible for its employees and must therefore make sure that they are aware of the following: a) internal regulations, b) safety instructions, and c) particular regulations, such as rules concerning the wearing of individual protective gear and clothing.

7.7 In addition to legal and regulatory provisions, the Supplier shall comply with the instructions and procedures drawn up by the Purchaser with respect to the environment and quality.

8 Liability, indemnification, insurance

8.1 Supplier is fully liable, without any restriction, for any damage suffered by Purchaser as a result of any attributable shortcoming in the fulfilment of any Agreement entered into with Purchaser and/or these General Terms and Conditions of Purchase.

8.2 Supplier is also fully liable for any unlawful act of Supplier, his employees or auxiliary personnel hired by him as against Purchaser or any third party, including but not limited to liability for damage caused by a defective Product.

8.3 Supplier indemnifies Purchaser against claims and impending claims of third parties against Purchaser, costs (including reasonable legal expenses) on account of defence against such claims, and obligations on the part of Purchaser as against third parties, if such claims, costs and obligations are based on or arise in connection with product liability or product recall liability for the Products delivered or the improper execution of this Agreement and/or the General Terms and Conditions of Purchase.

8.4 In order to ensure appropriate risk management, the Supplier shall maintain comprehensive general liability insurance of a type as may be necessary to protect its interests and fulfil its obligations under the Agreement, including product liability insurance. Upon request, the Supplier shall provide the Purchaser with a certificate of insurance evidencing the minimum coverage required by this section.

9 Product standards

9.1 With regard to the (sale of) the Products, the Supplier must act in accordance with the applicable product safety requirements.

9.2 The Supplier will provide any and all cooperation requested by the Purchaser if the Purchaser, whether or not based on European or under the Applicable Laws, wants to initiate any actions in the field of product safety, such as a public warning or a product recall.

9.3 If the Supplier discovers or becomes aware of a fact, circumstance or event that could possibly lead to a product recall, the Supplier shall inform the Purchaser as soon as possible thereof.

10 Shortcoming Supplier

10.1 Notwithstanding any other rights of Purchaser under the Applicable Laws, the Purchaser is in the following events entitled to terminate any Agreement in full or in part, or suspend his obligations, in writing and with immediate effect:

a. (application for) suspension of payment or bankruptcy of the Supplier;
b. enforceable attachment at the expense of the Supplier;
c. dissolvement, liquidation, termination, or sale of (the company of) the Supplier;
d. direct or indirect change in the Supplier's control;
e. a material shortcoming in the fulfilment of an Agreement that is not capable of being remedied or, after the Supplier has been given notice of default, has not been remedied within a reasonable term of fifteen (15) days;

any situation that arises in a jurisdiction other than under the Applicable Laws and that is similar to the situations described under a up to and including e.

10.2 The Supplier shall notify the Purchaser without delay in the event that any of the situations described in this article arise.

10.3 Termination of the Agreement does not affect the Purchaser's right to claim payment of contractual penalties and damages.

11 Intellectual property rights and confidentiality

11.1 The Purchaser reserves all rights with regard to its Intellectual Property Rights. Nothing in these Terms and Conditions of Purchase, the Offer, the Purchase Order or the Agreement, or any other legal relationship between the Parties shall constitute or be deemed a transfer to the Supplier of any Intellectual Property Rights of the Purchaser.

11.2 Supplier guarantees that the Products delivered by him do not infringe upon any valid Intellectual Property Right of third parties and that the use thereof does not constitute an infringement on or violation of any such rights of third parties. Supplier indemnifies Purchaser against claims of third parties in this regard.

11.3 All drawings, materials or goods that were made available by Purchaser to Supplier or that were created or purchased by Supplier at the expense of Purchaser are the property of Purchaser and Purchaser reserves all rights thereto. These goods can be immediately reclaimed by Purchaser at all times.

11.4 For the duration of the Agreement, the Purchaser grants the Supplier a revocable, non-perpetual, worldwide, royalty-free license to use its Intellectual Property Rights insofar as the use thereof is strictly necessary for the performance of the Agreement.

12 Tooling

12.1 The Purchaser retains title to all tools that are made available by the Purchaser to the Supplier for the purpose of manufacturing the Products. The Supplier is obliged to only use the tools for the manufacturing of the Products, intended for the Purchaser. The Supplier is obliged to insure at its expense the tools that are owned by the Purchaser at their replacement value against damage due to fire, water, and theft. At the same time, the Supplier hereby assigns to the Purchaser all compensation claims under such insurance. The Purchaser hereby accepts such assignment. The Supplier is obliged to perform in a timely manner any necessary maintenance, repair, and inspection work of the Purchaser's tools made available to the Supplier at the Supplier's expense. The Supplier shall promptly notify the Purchaser about any incidents involving the Purchaser's tooling.

13 Confidentiality

13.1 The Supplier is obliged to observe confidentiality in respect of and will not disclose or disseminate any confidential information it may obtain from the Purchaser, including but not limited to all illustrations, drawings, calculations or from other sources in connection with these Terms and Conditions of Purchase, the Offer, the Purchase Order, 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 Purchaser or if this is inherent to the nature of the information. Disclosing such confidential information from Purchaser by Supplier to third parties is only allowed after prior written consent from Purchaser.

14 Environment, Social and Governance (ESG)

14.1 Upon the request thereto from Purchaser, the Supplier is required to provide accurate, complete, and timely information regarding their environmental, social, and governance practices with regard to itself and with regard to sub-suppliers. This includes but is not limited to data related to carbon emissions, resource consumption, labour conditions, human rights, and anti-corruption measures. Information provided must be sufficient to meet the requirements under the applicable ESG frameworks and the Corporate Sustainability Reporting Directive (CSRD).

15 Miscellaneous

15.1 The Purchaser shall have the right to transfer any of its rights and obligations under any Agreement with the Supplier to any affiliated party. The Supplier shall not be entitled to transfer its rights and/or obligations under an Agreement to any third party without the Purchaser's prior written consent.

15.2 In the event that one or more provisions of the Terms and Conditions of Purchase and/or the Agreement are declared null or invalid, the remaining provisions of the Terms and Conditions of Purchase and the Agreement shall remain in force and valid. 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.

15.3 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.

15.4 The Purchaser reserves the right to modify the content of the Terms and Conditions of Purchase at any time by publishing a new version that will apply to subsequent orders. The Purchaser shall inform the Supplier in writing of changes to the Terms and Conditions of Purchase.

15.5 Any communications under these Terms and Conditions of Purchase and the Agreement may be delivered by email. This does not apply if these Terms and Conditions of purchase and/or the Agreement explicitly

require a written form for certain communications. In this case, it can only be delivered through a data box or through a postal service provider as registered mail.

15.6 The Supplier assumes the risk of a change in circumstances within the meaning of Section 1765(2) of Act No. 89/2012 Coll., the Civil Code, as amended. Sections 1765 and 1766 of the Civil Code shall not apply.

16 Applicable law and jurisdiction

16.1 The exclusively competent court shall be the court of the Czech Republic having subject-matter and territorial jurisdiction over the Purchaser's registered office.

16.2 Terms and Conditions of Purchase, Purchase Orders, Agreements and further contracts resulting there from between the Supplier and the Purchaser shall be settled under the Czech law with the exclusion of the applicability of the United Nations Convention on Contracts for the International Sale of Goods.

16.3 If a dispute arises the Parties shall try to agree on a amicable solution.