

## GENERAL PURCHASING TERMS AND CONDITIONS OF VALVEA s.r.o. – for Suppliers

### 1. Article – Introductory Provisions

- 1.1. These General Purchasing Terms and Conditions (hereinafter referred to as the “Terms and Conditions”) are issued by VALVEA s.r.o., Identification No. 25396081, having its registered office at Oldřichovice 1044, 739 61 Trinec, registered in the Commercial Register maintained by the Regional Court in Ostrava, Section C, File No. 18409 (hereinafter referred to as the “Customer”).
- 1.2. These Terms and Conditions govern the mutual rights and obligations arising in connection with the supply of goods and/or the provision of services by suppliers (hereinafter referred to as the “Supplier”) to the Customer and form an integral part of every contract concluded between the Supplier and the Customer, unless expressly agreed otherwise.
- 1.3. Any provisions of the contract deviating from these Terms and Conditions shall take precedence over the provisions hereof. These Terms and Conditions shall apply to the extent that they are not expressly excluded or amended by the contract.

### 2. Article – Conclusion of Contract

- 2.1. Unless the contract is concluded in writing, the contract between the Supplier and the Customer shall be deemed concluded only upon the Customer's written or electronic acceptance of the Supplier's offer. Silence on the part of the Customer shall not be construed as acceptance of the offer.
- 2.2. Any deviations contained in the Customer's acceptance shall be binding on the Supplier, and the contract shall be deemed concluded in accordance with such acceptance, unless the Supplier notifies the Customer in writing within three (3) days of receiving such acceptance, and in any event before commencing performance, that it does not agree with the stated deviations.
- 2.3. By concluding the contract, the Supplier confirms that it has familiarised itself with these Terms and Conditions and agrees to be bound by them. These Terms and Conditions shall be deemed incorporated into the contract in particular where they are attached to or referenced in the Customer's request for quotation or in the Customer's acceptance of the Supplier's offer.
- 2.4. The Customer concludes contracts and performs purchases exclusively on the basis of these Terms and Conditions. Any general terms and conditions of the Supplier shall not apply, even if referred to or attached to the Supplier's offer, unless their application has been expressly agreed in writing by the Customer.
- 2.5. In the event that the Supplier and the Customer enter into a framework agreement or any other written

agreement referring to these Terms and Conditions, the provisions hereof shall apply mutatis mutandis to all individual partial contracts or orders arising from such agreement.

### 3. Article – Payment Terms

- 3.1. The price for the supply of goods and/or services shall be determined by the contract concluded between the Supplier and the Customer, or by the Supplier's price list valid on the date of conclusion of the contract, provided that the Supplier's offer expressly refers to such price list.
- 3.2. The Supplier shall not be entitled to require the Customer to pay an advance payment for the price of the goods and/or services, unless the obligation to provide such an advance has been expressly agreed in the contract.
- 3.3. Unless otherwise stated in the contract, the Supplier's invoices shall be payable within thirty (30) days from the date of their issue. The Supplier shall be entitled to invoice the supply of goods from the date of delivery and the provision of services from the date of their handover to the Customer. The issued invoice must reflect all advance payments made by the Customer. The invoice must also include a handover protocol signed by both Parties, or another relevant document evidencing proper delivery of the goods or provision of the services; otherwise, the Customer shall not be obliged to pay the invoice. The invoice must further meet all statutory requirements of a tax document. If it does not, the Customer shall be entitled to return it to the Supplier for correction, and the payment term shall not commence until the corrected invoice, including all required attachments, has been delivered. Invoices shall be sent by the Supplier electronically to the Customer's address: [faktury@valvea.eu](mailto:faktury@valvea.eu).
- 3.4. In the event of delay by the Customer in paying an invoice, the Customer shall pay the Supplier contractual default interest at a rate of 0.02% of the outstanding amount for each day of delay.
- 3.5. The Customer shall be entitled to withhold payment of the portion of the price corresponding to defective or incomplete performance until full rectification of the defects or proper completion of the performance, without being in default with the payment of the price.
- 3.6. The Customer shall be entitled to withhold payment of the price if the Supplier, at the time of payment due, is in default with the performance of any other contract concluded with the Customer, and such withholding may last for the duration of such default.
- 3.7. The Customer shall be entitled to unilaterally set off any of its claims against the Supplier against the price for the supply of goods and/or services, even if such claims are not yet due or are disputed.

- 3.8. The agreed prices are fixed and final; the Supplier shall not be entitled to change them unilaterally (e.g. due to an increase in input or energy prices), unless otherwise stipulated in the contract.

#### **4. Article – Provision of Services**

- 4.1. The Supplier undertakes to provide the services under the concluded contract with due professional care, in accordance with generally recognised technical and professional standards, applicable laws, and binding instructions of the Customer.
- 4.2. The Supplier declares that, prior to entering into the contract, it has familiarised itself with all documents and information provided by the Customer for the purpose of performing the contract, considers them correct and complete, and undertakes not to request any increase in the price or extension of deadlines due to their alleged incompleteness, inaccuracy or incorrectness, unless the Customer approves a change in the scope of performance in writing. The Supplier is responsible for ensuring that it has all information, documentation and specifications necessary for the proper and timely fulfilment of its obligations under the contract. If any such information, documentation or specifications are missing, the Supplier must request them in writing from the Customer in good time. Failure to do so without undue delay shall preclude the Supplier from invoking their absence, incompleteness or inaccuracy, or from claiming an extension of deadlines or an increase in price for that reason.
- 4.3. The Supplier shall be responsible for ensuring that the services and works correspond to the agreed specifications and quality requirements and are suitable for the agreed purpose. The Customer shall be entitled to inspect the progress of performance at any time and to require the correction of any deficiencies identified.
- 4.4. The Supplier shall use exclusively new and unused materials and components of the highest attainable quality suitable for their intended purpose. The Supplier shall be responsible for ensuring that all materials used comply with applicable legal regulations, technical standards and the Customer's requirements. The use of refurbished, used or otherwise degraded materials is prohibited without the Customer's prior written consent.
- 4.5. The services and works shall be performed at the place and within the deadlines agreed in the contract or in the Customer's order. If the place of performance is not expressly agreed, the Supplier shall perform the services and works at the location specified by the Customer's instruction.
- 4.6. The Supplier must adhere to the agreed deadlines for the provision of services, which shall be deemed binding. Any delay by the Supplier shall entitle the Customer to a contractual penalty of 0.3% of the price of the works for each day of delay, without prejudice to the Customer's right to claim full compensation for damages. For the avoidance of doubt, this contractual penalty applies to any delay by the Supplier in handing over the services (works) to the Customer.
- 4.7. The price agreed for the provision of services and execution of works is final and includes all costs incurred by the Supplier in connection with the performance. The Supplier shall not be entitled to unilaterally modify the price or claim any additional payments, unless such change has been expressly approved in writing by the Customer.
- 4.8. The Supplier shall not perform or charge the Customer for any works exceeding the agreed scope (additional works) without the Customer's prior written consent. Without such consent, the Supplier shall have no right to payment for the additional works or to an extension of agreed deadlines.
- 4.9. The Supplier shall comply with the Customer's instructions, unless they are contrary to law or good morals. If the Supplier considers the Customer's instructions inappropriate, it shall notify the Customer without undue delay; otherwise, it shall be liable for any damage or defects resulting therefrom.
- 4.10. The Supplier shall be fully responsible for compliance with all legal regulations and obligations in the field of occupational health and safety (OHS) and fire protection (FP) at the workplaces where the services or works are performed. The Supplier must take all necessary measures to ensure the safety of its employees and third parties. All damages, losses or penalties imposed by public authorities in connection with breaches of OHS or FP obligations shall be borne by the Supplier, who shall also compensate the Customer in full for any losses incurred as a result.
- 4.11. The Customer shall be obliged to provide the Supplier only such cooperation as is strictly necessary for the performance of the works. If the Supplier claims that cooperation is missing or insufficient, it must notify the Customer in writing and provide a reasonable period for remedy; failure to do so shall preclude the Supplier from claiming an extension of deadlines or exemption from liability.
- 4.12. The Supplier shall not assign the performance of the works or any part thereof to a third party (subcontractor) without the Customer's prior written consent. If a subcontractor is approved, the Supplier shall be liable for its performance as if it were its own.
- 4.13. A written handover protocol shall be drawn up for the acceptance of the works. The Customer shall not be obliged to accept the works if they exhibit any defects or unfinished parts, regardless of their scope or severity. In such a case, the Customer shall be entitled to refuse acceptance and require that the defects be remedied within a reasonable period. The works shall not be deemed accepted until they are

delivered free of defects and unfinished parts, unless the Customer expressly decides otherwise in writing.

4.14. As part of the performance, the Supplier shall provide the Customer with all documentation related to the execution of the works, in particular technical and production documentation, operating and maintenance manuals, declarations of conformity, certificates, inspection reports and other documents required by law or the Customer's instructions. Without delivery of this documentation, the performance shall not be considered duly completed, and the Customer shall not be obliged to accept it.

4.15. The risk of damage to the works shall pass to the Customer only upon their proper acceptance free of material defects and unfinished parts.

## **5. Article – Delivery of Goods**

5.1. The Supplier undertakes to deliver the goods in the quantity, quality, design and packaging corresponding to the contract and to the Customer's technical specifications. The Supplier warrants that all delivered goods are new, unused, made from suitable materials, and comply with all legal regulations and standards applicable in the Czech Republic and the European Union.

5.2. The Supplier shall ensure that it possesses all information, technical specifications, drawings, instructions and other documentation necessary for the proper and timely delivery of the goods in accordance with the contract and the Customer's requirements. Should any such information or documentation be missing, the Supplier must promptly request it in writing from the Customer. Failure to do so without undue delay shall preclude the Supplier from relying on its absence or inaccuracy and shall make the Supplier fully liable for any resulting consequences.

5.3. The delivery date agreed in the contract shall be binding upon the Supplier. Any delay in delivery shall entitle the Customer to a contractual penalty of 0.3% of the price of the undelivered goods for each day of delay, without prejudice to the Customer's right to claim full compensation for damages.

5.4. The place of delivery shall be the location specified in the contract or in the Customer's order. Unless otherwise agreed, the place of delivery shall be the Customer's registered office, operational premises, or any other location designated by the Customer's instruction. The Supplier shall ensure transport to the place of delivery at its own cost and risk (DDP parity under Incoterms 2020, unless otherwise agreed).

5.5. The Supplier shall maintain transport insurance (cargo insurance) for the duration of shipment to the place of delivery, covering in particular any damage caused by loss, damage or destruction of the goods during transport, in an amount at least equal to their

acquisition value. Upon the Customer's request, the Supplier shall immediately provide evidence of the existence and scope of such insurance.

5.6. The Supplier shall not perform partial deliveries (i.e., partial supply of goods or partial completion of works) without the Customer's prior consent. Without such consent, the Customer shall not be obliged to accept or pay for partial deliveries, and the Supplier shall not be released from liability for delay by making them.

5.7. The Supplier shall notify the Customer in good time of the delivery and provide, together with the goods, all documents necessary for their acceptance, use and maintenance, in particular the delivery note, certificates, declarations of conformity, user and maintenance manuals in the Czech language, and warranty certificates.

5.8. The Customer shall be entitled to inspect the goods upon receipt. Acceptance of the goods by the Customer shall not affect its right to claim defects discovered later. The Customer shall not be obliged to accept goods that do not comply with the contract or exhibit any defects or deficiencies; in such a case, the Customer shall be entitled to refuse acceptance and require their rectification, replacement delivery, or exercise other rights arising from defective performance.

5.9. The risk of damage to the goods shall pass to the Customer only upon their proper acceptance at the agreed place of delivery. Title to the goods shall pass to the Customer upon payment, but no later than upon their acceptance by the Customer.

5.10. The Supplier shall be liable for damage caused by defects in the goods, by improper packaging or unsuitable transport, as well as for all losses incurred as a result of delayed delivery.

## **6. Article – Warranty**

6.1. The Supplier shall provide the Customer with a warranty for the quality of the delivered goods and the proper performance of services for a period of twenty-six (26) months from the date of their delivery or handover, unless otherwise agreed in the contract. The warranty shall cover all defects that become apparent during the warranty period.

6.2. The Customer shall be entitled to claim defects within the warranty period by written notice to the Supplier. The Supplier shall, without undue delay, commence the removal of the defects and eliminate them no later than within a reasonable period specified by the Customer, taking into account the nature and seriousness of the defect. If the Supplier fails to remedy the defects within the specified period, the Customer shall be entitled to remove the defects itself or through a third party or to procure substitute performance, all at the Supplier's expense.

6.3. The Customer shall have the right, at its discretion, to require:

- 6.3.1. repair of the defective goods or works;
- 6.3.2. delivery of new, defect-free goods or execution of new works;
- 6.3.3. a reasonable reduction in the price; or
- 6.3.4. withdrawal from the contract in the event of a material breach of the contract.

6.4. The Supplier shall also be liable for defects arising as a result of materials, components or procedures it has selected, even if the Customer has consented to their use.

6.5. The warranty period shall be suspended for the duration of the time during which the Customer cannot properly use the goods or works due to defects. After repair or replacement, a new warranty period shall commence from the date of acceptance of the repaired or newly delivered goods or works.

6.6. The Supplier shall bear all costs associated with the removal of defects, in particular the costs of disassembly, reassembly, transport of the defective and replacement goods or works, and travel and labour costs of service personnel.

6.7. If the Customer lodges a claim for defects, the Supplier shall confirm receipt of the claim and provide details of the method and schedule for its resolution no later than within three (3) days from receipt of the notice; failure to do so shall be deemed an acknowledgment of the claim.

6.8. The warranty shall also apply to goods or works repaired or newly delivered under the exercise of warranty rights; a new warranty period equal in length to the original period shall apply to such repaired or newly supplied performance.

6.9. The Supplier shall also be liable for defects resulting from the activities of its subcontractors, and the Customer shall be entitled to assert warranty claims directly against the Supplier without any obligation to address the subcontractors.

## **7. Article – Licence**

7.1. The Supplier hereby grants to the Customer a non-exclusive, territorially unlimited, and perpetual licence to all results of its activities created in connection with the performance of the contract, including but not limited to documentation, designs, analyses, software, procedures, methodologies, drawings, visualisations, technical solutions, prototypes and other outputs of intellectual activity (hereinafter referred to as the “Results”). The licence shall entitle the Customer to use the Results to any extent and by any means, including the right to reproduce, distribute, rent, exhibit, communicate to the public, modify, alter, translate, combine with other works, and otherwise exploit the Results without limitation.

7.2. The Customer shall be entitled to grant sublicences and to assign the licence to third parties without the Supplier's consent.

7.3. The licence fee shall be included in the price agreed for the performance under the contract. The Supplier shall not be entitled to any additional remuneration for the grant of the licence, unless expressly stipulated otherwise in the contract.

7.4. The Supplier warrants that it holds all rights and authorisations necessary to grant the licence and that the Customer's use of the Results will not infringe any third-party rights. In the event of a breach of this obligation, the Supplier undertakes to fully indemnify the Customer for all losses, damages, costs and penalties incurred as a result.

7.5. The Supplier undertakes to defend and hold the Customer harmless against any third-party claims alleging infringement of intellectual property rights in connection with the Results or goods and to compensate the Customer for all losses, costs and penalties arising therefrom. Upon the Customer's request, the Supplier shall provide a substitute solution (such as modification, new licence or replacement performance) without impairing functionality and at no cost to the Customer.

7.6. The licence shall be granted independently of the duration of the contract and shall remain valid and in full force even after its termination.

## **8. Article – Miscellaneous Provisions**

8.1. The Parties undertake to maintain confidentiality with respect to all facts, information, data, documents and materials obtained in connection with the contract or its performance and shall not disclose them to any third party without the prior written consent of the other Party. Exceptions shall apply to employees, advisers and subcontractors of a Party to whom such information is disclosed to the extent necessary for the performance of the contract and who are bound by confidentiality obligations at least to the same extent as the Parties themselves. The confidentiality obligation shall survive the termination of the contractual relationship.

8.2. The Supplier undertakes to process and handle all personal data of natural persons provided by the Customer in connection with the contract or its performance (in particular those contained in documentation, electronic communications or otherwise) in compliance with the legal regulations governing the protection of personal data, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR) and related provisions of Czech law.

8.3. The Supplier shall not assign any rights or transfer any obligations arising from the contract or from these Terms and Conditions to any third party without the

prior written consent of the Customer. Should the Supplier breach this obligation, it shall pay the Customer a contractual penalty in the amount of twenty percent (20%) of the value of the rights assigned or obligations transferred for each individual breach, without prejudice to the Customer's right to full compensation for damages.

- 8.4. The Customer's liability for any damage caused to the Supplier in connection with the contract or these Terms and Conditions, whether contractual, non-contractual or otherwise, shall be limited to the net value of the performance under the respective contract in which the damage arose. The Customer shall not be liable for any loss of profit, consequential or indirect damages.
- 8.5. Force majeure shall mean only extraordinary, unforeseeable and unavoidable circumstances beyond the control of the Parties that prevent the fulfilment of contractual obligations. If a force majeure event occurs, the affected Party shall, without undue delay, notify the other Party in writing of its occurrence and expected duration and take all reasonable measures to minimise its effects. During the period of force majeure, the obligations of the Parties shall be suspended only to the extent that they cannot be performed. If the force majeure event lasts for more than sixty (60) days, the Customer shall be entitled to withdraw from the contract without the Supplier being entitled to claim any costs or losses beyond the price for performance duly provided up to that date. Circumstances on the part of the Supplier — in particular lack of materials, labour, finances, equipment failures, delays of subcontractors or the Supplier's insolvency — shall never be considered force majeure.
- 8.6. These Terms and Conditions and the contractual relationships governed hereby shall be governed by the laws of the Czech Republic. The Parties agree that any and all disputes arising out of or in connection with these contractual relationships shall be resolved by the court having subject-matter and local jurisdiction over the Customer's registered office.

## **9. Article – Termination of the Contract**

- 9.1. The Supplier shall be entitled to withdraw from the contract only if the Customer is in default with the payment of any monetary obligation for more than sixty (60) days and fails to remedy such default within an additional period of at least thirty (30) days granted in writing by the Supplier. In all other cases, the Supplier shall have no right to withdraw from the contract.
- 9.2. The Customer shall be entitled to withdraw from the contract in the event of any material breach of obligations by the Supplier, in particular if the Supplier:

- 9.2.1. is in delay with the delivery of goods or completion of services for more than fourteen (14) days beyond the agreed date;
- 9.2.2. provides performance with defects that prevent its proper use;
- 9.2.3. breaches its obligations regarding confidentiality or intellectual property;
- 9.2.4. enters into liquidation, becomes subject to insolvency proceedings, is declared insolvent or faces imminent insolvency;
- 9.2.5. otherwise materially breaches the contract and fails to remedy such breach within a reasonable additional period specified by the Customer.

- 9.3. Upon withdrawal from the contract, the Supplier shall not be entitled to any compensation for costs, losses or loss of profit. The Supplier shall only be entitled to payment for performance duly provided and accepted by the Customer, reduced by any claims of the Customer (such as contractual penalties or damages).
- 9.4. In the event of withdrawal from the contract, the Supplier shall, without undue delay, return to the Customer all payments received for performance that has not been duly provided and accepted, no later than within ten (10) days of the withdrawal.
- 9.5. The termination of the contract shall not affect provisions which, by their nature, are intended to survive its termination, in particular those relating to confidentiality, licence, warranty, liability, and governing law and jurisdiction.

## **10. Article – Final Provisions**

- 10.1. All notices and communications between the Parties shall be made in writing and delivered in person, by registered mail, via a data box, or electronically to the e-mail addresses specified in the contract or to such other addresses as may be subsequently notified in writing. Electronic communication shall be deemed delivered at the moment of its demonstrable dispatch to the designated address, and communication via a data box shall be deemed delivered at the moment the addressee logs into the data box, but no later than ten (10) days from the date of its delivery to the data box.
- 10.2. The Parties expressly exclude the application of Sections 1799 and 1800 of Act No. 89/2012 Coll., the Civil Code, as amended, to contractual relationships governed by these Terms and Conditions and by any contracts of which these Terms and Conditions form an integral part.
- 10.3. Should any provision of these Terms and Conditions or of the contract be found invalid, void, or ineffective, such finding shall not affect the validity and effectiveness of the remaining provisions. In place of such a provision, the relevant legal provision whose

content and purpose most closely reflect the intent of the Parties shall apply.

- 10.4. These Terms and Conditions constitute the complete regulation of the rights and obligations of the Parties in the matters governed herein. Any amendments or supplements to the contract or to these Terms and Conditions shall only be valid if made in writing and signed by duly authorised representatives of both Parties.