

GENERAL TERMS AND CONDITIONS OF GLOMEX MS, s.r.o.

1. Introductory Provisions

- 1.1. These General Terms and Conditions (further just "**GTC**") regulate the contractual relationship between a business entity - natural or legal person (hereinafter referred to as the "**Customer**") and the company Glomex MS, s.r.o., ID: 28426525, with its registered office at Průběžná 3207/74a, 100 00 Prague 10, Czech Republic registered in the Commercial Register kept by the Municipal Court in Prague, Section C, Insert 140652 (hereinafter referred to as the "**Seller**"), in the case of the sale of goods by the Seller (hereinafter referred to as "**Goods**"). These GTC are integral part of the purchase contracts for delivery of Goods concluded between the Seller and the Customer (hereinafter referred to as the "**Contract**") according to the relevant provisions of Act. No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "**Civil Code**").
- 1.2. By concluding a Contract, the Customer acknowledges that they have read these GTC, accept them and agree to be bound by their provisions. By concluding a Contract, the Customer further confirms that they were informed in advance about the existence of these GTC and had the opportunity to read them.
- 1.3. In the event of a conflict between the individual provisions of these GTC and individual provisions of the Contract (i.e. offers accepted by the Customer), the Contract provisions take precedence.

2. Conclusion of the Contract

- 2.1. The Customer requests the Goods selected in the Seller's catalogue (or otherwise presented to the Customer) by submitting an e-mail inquiry. Based on the Customer's inquiry, the Seller will send an offer (hereinafter referred to as the "**Offer**") along with these GTC. The offer will include in particular: i) specification and quantity of the Goods, ii) price of the Goods and any specific payment terms (i.e. deposit payment), iii) delivery period, iv) place of delivery of the Goods, v) costs of delivering the Goods to be paid by the Customer to the Seller. The Seller's Offer is considered a Contract proposal. The Contract is concluded by the written confirmation of the Seller's Offer by the Customer and becomes binding, with the content of the Contract consisting of the accepted Offer and these GTC.
- 2.2. The Customer compiles the inquiry for the selected Goods. Each Customer's inquiry must contain at least the following essential information:
 - a) Identification details of the Customer including their business name / name and surname, registered office / place of business, identification number, tax identification number;
 - b) Description of the requested Goods;
 - c) Desired quantity of the Goods;
 - d) Place of delivery of the Goods.
- 2.3. If the inquiry does not contain the requested information, it is not considered a proper inquiry. In such case, the Seller shall contact the Customer promptly to rectify the deficiencies and clarify the inquiry. If the deficiencies cannot be rectified, the inquiry shall not be considered.
- 2.4. The Contract is concluded between the parties by the Customer confirming the Seller's Offer. Acceptance of the Seller's Offer with an addition or deviation by the Customer, even if only insignificant, altering the conditions of the Seller's Offer, is not considered acceptance of the Seller's Offer, and the Contract is not concluded unless the Seller expressly approves these changes later (in writing/e-mail). The Contract is concluded when an agreement is reached on all its elements. The Customer's acceptance of the Seller's Offer must not contain any additions, reservations, limitations, deviations, or refer to other terms and conditions than these GTC.
- 2.5. The Seller reserves the right to inform the Customer, after accepting the inquiry, that the ordered Goods cannot be delivered or that the Seller has no interest in delivering them for any reason, and thus not submit an Offer.
- 2.6. Any change in the content of the Contract is possible only in writing based on an amendment to the Contract signed by both parties.
- 2.7. The Customer agrees to the use of remote communication means when concluding the Contract. The costs incurred by the Customer in using remote communication means in connection with the conclusion of the Contract (such as internet connection costs, telephone call costs) are borne by the Customer.

3. Fulfillment of Goods Delivery a Delivery Period

- 3.1. The Seller shall deliver the Goods to the Customer within the agreed-upon period in the Contract, allowing the Customer to acquire ownership rights to the Goods. The Customer undertakes to accept the Goods and pay the Seller the purchase price of the Goods.
- 3.2. If the Customer fails to accept the delivered Goods properly and promptly, the Seller is entitled to charge the Customer for the costs incurred as a result (especially storage costs of the Goods).

- 3.3. In case of failure to meet the delivery time, the Seller reserves the right to unilaterally extend the delivery period due to:
- a) Non-compliance with delivery conditions on the part of subcontractors; or
 - b) Delay caused by circumstances beyond the Seller's control, such as strike, acts of force majeure, disruptions in energy or material supplies, late delivery of components, delay by a subcontractor. The Seller reserves the right to unilaterally extend the delivery period by the duration of these circumstances or obstacles in delivery. Force majeure includes, but is not limited to, mobilization, war, natural disasters, pandemics, civil unrest, power outages, etc. The Seller shall inform the Customer immediately after being able to do so, specifying the obstacle indicating when they will be able to fulfill their obligation(s). If the obstacle to the delivery of the Goods not caused by the Seller, lasts longer than one month, the Seller has the right to withdraw from the Contract.
- 3.4. The Customer is fully responsible for taking over the Goods in accordance with the concluded Contract. If the Customer authorizes a third party (hereinafter referred to as „**Authorized Person**“) to take over the Goods under the Contract, the Customer is fully responsible for the correctness of the authorization and for the actions of the person authorized to take over the Goods. The seller is not liable for any damage caused to the Customer by such Authorized Person.
- 3.5. In the event that the Seller or a carrier chosen by the Seller hands over the Goods according to the Contract to the place of delivery specified by the Contract to the Authorized Person of the Customer, it is deemed that the Seller or the chosen carrier acted in good faith regarding the identity of this person. The Seller is not responsible for any consequences arising in relation to the Customer if it turns out that such person was not, in fact, authorized by the Customer to receive performance under the Contract.
- 3.6. The Seller is not responsible for any consequences arising in relation to the Customer in the event that the Customer does not provide the cooperation necessary for the delivery. The Seller is not in default during the Customer's delay in providing cooperation for the performance of the Contract.
- 3.7. The risk of damage to the Goods (e.g. loss or deterioration of the quality of the Goods), as well as any additional costs incurred, passes from the Seller to the Customer at the moment of handing over the Goods to the Customer or to the first domestic carrier designated by the Customer to transport the Goods to the specified location. Obvious packaging defects resulting from transportation must be reported by the Customer to the carrier.
- 3.8. The method of delivery and transportation of the Goods is chosen by the Seller, unless otherwise agreed.

4. Price

- 4.1. The price of the Goods becomes binding upon conclusion of the Contract. The price of the Goods includes the cost of packaging customary in ordinary commercial transactions. The Seller reserves the right to charge additional costs incurred with the delivery of the Goods (postage, cash-on-delivery, express, courier service, etc.) and the Customer is obliged to reimburse these additional costs to the Seller. The Seller only provides transportation of the Goods based on the Customer's order and at the Customer's expense unless otherwise agreed in the Contract.
- 4.2. If the Contract stipulates the Customer's obligation to pay a deposit to the Seller, the Seller is not obliged to commence performance until the deposit is paid by the Customer. If the Customer is in default with the payment of the deposit, the Seller cannot be in default with their obligations, and the period for the delivery of the Goods by the Seller is extended for the duration of the Customer's default. In the event of a delay in paying the deposit exceeding 10 days, the Seller has the right to withdraw from the Contract.
- 4.3. The price of the Goods does not include the assembly, installation of the Goods and its subsequent service. The Customer is responsible for servicing the Goods (including the purchase of any spare parts) at their own expense unless otherwise agreed. The Customer bears the costs associated with the delivery of any spare parts.

5. Payment Terms

- 5.1. The due date for invoices for the purchase price or the deposit on the purchase price of the Goods is 14 days from the delivery of the invoice to the Customer unless otherwise agreed. The observance of the due date with, in the case of non-cash payments, is assessed based on the date of crediting payment to the Seller's account. The invoice may also be delivered to the Customer by e-mail.
- 5.2. The Customer is obliged to pay the remaining part of the price according to the Contract after deducting the paid deposit based on the invoice - tax document issued by the Seller if the payment was not made in advance based on the proforma invoice in full.
- 5.3. If the Customer does not make the payment of the price or any part of the price or deposit on the due date, the Customer is in default from the following day. If the Customer is in default with the payment of the price or any part of the price or deposit, the Customer is obliged to pay the Seller a contractual penalty of 0.1% of the overdue amount for each day of delay. In case of repeated breaches of

payment morality by the Customer, the Seller will demand payment in advance in the form of a proforma invoice for up to 100% of the price. The Seller is entitled to set off their own claims against the Customer after the due date against the Customer's claims against the Seller.

5.4. The agreed contractual penalty under Article 5.3. does not affect the Seller's right to compensation for damages in full. The contracting parties have agreed that in the event of the Customer's default, the Seller has the right to claim damages in addition to default interest.

6. Quality of Goods, Warranty and Complaints

6.1. The Goods will be delivered in the usual standard quality corresponding to the type of Goods delivered unless otherwise agreed between the parties.

6.2. The Seller provides a 6-month warranty on the delivered Goods to the Customer unless otherwise specified in the Contract. The warranty period begins from the day the Goods are delivered to the Customer.

6.3. The Seller's liability for defects is governed by the relevant provisions of the Civil Code in force unless otherwise agreed in these GTC or the Contract.

6.4. The Customer is obliged to inspect the Goods upon receipt with professional care, determine their condition, quantity, and completeness, and to report any defects to the Seller promptly after receiving of the Goods, indicating the invoice number or delivery note related to the Goods, no later than 7 days from the delivery day of the Goods. Failure to do so means the Customer has no rights against the Seller in terms of liability for defects in the Goods that were detectable at the time of delivery.

6.5. Any defects in the Goods discovered later that could not be identified during a proper inspection upon delivery (including warranty defects) must be reported to the Seller in writing with a precise description of the defect and identification of the Goods within seven days from the day the Customer discovered them or could have discovered them. If the Customer fails to do so within this period, the Customer has no rights against the Seller for defects reported late. The customer is also obliged to provide a photograph of the claimed defects. The customer is also obliged to prove that the Goods had these defects at the time of the transfer of the risk of damage to the Goods, i.e. at the time of delivery. If the Customer fails to meet any of the conditions of the complaint procedure specified in the Contract and/or these GTC, the Seller is not obliged to recognize the complaint as justified.

6.6. The Customer's right from defective performance of the Contract arises from a defect that the item had at the time when the risk of damage passed to the Customer. The Seller is also responsible for defects that occur within the specified warranty period after handing over the item to the Customer if a warranty was provided in the individual case, and if the Customer proves that the defects were caused by a breach of the Seller's obligations. The warranty does not cover non-compliance with assembly or installation instructions, normal wear and tear, inappropriate use or maintenance of the Goods, intentional damage to the Goods or damage caused by force majeure.

6.7. Costs associated with a complaint are borne by the Seller in the case of a valid complaint and by the Customer in the case of an invalid complaint. In such case, the obliged party shall reimburse these costs to the entitled party no later than 30 days from the date of receipt of the invoice on which these costs will be properly billed and quantified.

6.8. If the Contract is negligently breached by defective performance, the Customer is exclusively entitled to the removal of these defects or a reasonable price reduction, at the Seller's discretion. The provisions of par. 2107, section 3 of the Civil Code shall not apply. The condition for the emergence of this claim is the fact, that the Customer asserted the defects to the Seller in writing within the period specified in these GTC. If it turns out that the removal of defects would involve unreasonable costs, the Customer shall be entitled to claims for defects under Article 6.9 of these GTC. The assessment of whether there is a significant or non-significant breach of the Contract due to defective performance in a specific case, as well as the assessment of the inadequacy of the costs associated with the removal of defects, belongs exclusively to the Seller. The Seller is obliged to inform the Customer in writing about the result of such an assessment (e-mail is sufficient).

6.9. If the Contract is substantially breached by defective performance, the Customer is entitled to the removal of these defects (especially by repair or delivery of new defect-free performance), and the right to a reasonable price reduction or the right to withdraw from the Contract at the Seller's discretion. The condition for the emergence of this claim is the fact that the Customer notified the Seller of the defects in writing within the period specified in these GTC.

6.10. The seller is not responsible for defects caused by natural wear and tear or improper handling, and defects caused by transport, improper use or storage of the Goods, unprofessional intervention, or neglect of the necessary maintenance of the Goods or for mechanical or chemical damage. The Seller is not responsible for damage to the Goods caused by non-compliance with prescribed or usual methods of use. The condition for the validity of the warranty, if provided, is that all maintenance and repairs of the Goods during the warranty period shall be carried out exclusively according to the instructions and guidelines of the manufacturer of the

Goods or the Seller. The Seller is not responsible for defects in the Goods caused by unprofessional maintenance and assembly of the Goods.

6.11. The seller is not responsible for damages incurred by third parties in the event of a faulty instructions from the Customer or faulty assembly of the Goods by the Customer or a person authorized by them. The Customer is not entitled to concurrently assert a claim for compensation for any resulting damage along with the claim for liability for defects.

7. Ownership Reservation

7.1. The Customer acquires ownership rights to the Goods only upon full payment of the purchase price to the Seller. Until full payment is made, the Customer is not authorized to transfer the Goods or encumber the Goods with a lien or any other right in favor of a third party.

8. Trade Secrets

8.1. The Customer is obliged during the performance of all Contracts governed by these GTC, to keep confidential all information discovered in connection with the performance of individual Contracts with the Seller. This includes, in particular, all facts constituting the Seller's trade secret, without disclosing them to third parties without the prior written consent of the Seller and without using such information for their benefit. The Customer acknowledges that the subject of the Seller's trade secret includes, but are not limited to:

- price offers, provided discounts, bonuses, and all information from which the Seller's business strategy and policies can be inferred,
- technical data and documentation, technical solutions of the Goods, samples and
- all information constituting the Seller's intellectual property unless it is publicly available and generally known information.

8.2. The Customer is also obliged to ensure that their employees, even after the termination of employment, and other individuals who become aware of the information defined in Article 8.1 of these GTC during their employment or other similar relationship with the Customer, maintain confidentiality about all facts learnt during the performance of the Contracts with the Seller, especially those constituting the Seller's trade secrets, and they shall not use them for their own or others' benefit.

8.3. The provisions of Articles 8.1 and 8.2 of these GTC apply even after the termination of the Seller's cooperation with the Customer and are not time limited.

8.4. For each individually identified breach of obligations arising from Article 8 of these GTC, the Seller is entitled to demand from the Customer payment of compensation for any damages incurred.

9. Withdrawal from the Contract

9.1. The Customer may withdraw from the Contract only based on Article 6.9 of the GTC and in other cases defined by law.

9.2. The Seller is entitled to withdraw from the Contract if this is stipulated in these GTC or applicable and effective laws of the Czech Republic (Civil Code).

9.3. If unforeseeable obstacles arise on the part of the Seller, hindering the fulfillment of its obligations towards the Customer, the Seller has the right to unilaterally withdraw from the Contract in writing. The seller is obliged to promptly refund the amount already paid by the Customer, reduced by the costs incurred so far, from which the Customer has benefited. The Seller shall not be liable to the Customer for non-fulfillment of obligations under the concluded Contract or for damages caused by such non-fulfillment if the non-fulfillment of obligations results from unforeseeable and unavoidable events which the Seller could not prevent. The Seller is not liable to the Customer for damages arising from Contracts concluded by the Customer with other persons, especially for consequential and indirect damages.

9.4. The Seller is also entitled to unilaterally withdraw from the Contract if stipulated by the Contract or the law. The Seller may withdraw from the Contract if the Customer enters liquidation or if insolvency proceedings are initiated against the Customer. Furthermore, the Seller is entitled to withdraw from the Contract or suspend the delivery of the ordered Goods if the Customer is in default with the performance of any of their obligations towards the Seller for a period longer than 10 days. The Seller is also entitled to withdraw from the Contract if the Customer significantly or repeatedly breaches any of their obligations under the Contract, even after being notified in writing, and failing to remedy the situation within a subsequently provided reasonable period not shorter than 14 calendar days.

9.5. In case of the Customer's default, the Seller has the right to suspend the delivery of the subject of performance. The Seller will notify the Customer of the suspension of delivery. In the event of suspended delivery, the Seller is not in default with the fulfillment of their obligations. A new period for fulfilling the Seller's obligations towards the Customer shall start from the date of payment of all due amounts by the Customer.

9.6. Withdrawal from the Contract must be in writing and must be demonstrably delivered to the other party. The effects of withdrawal from

Contract occur on the date of delivery of the written notice of termination to the other party. Withdrawal from the Contract is delivered by registered mail to the address of the registered office of the other contractual party or by data message. Withdrawal from the Contract is also considered delivered on the day when the dispatched registered mail is returned as undeliverable or at the moment when its acceptance was expressly refused by the addressee.

9.7. In the event of withdrawal from the Contract, the contracting parties shall return the provided performance, without undue delay, no later than 30 days from the delivery of the written notice of withdrawal to the other party. The customer is obliged to return the Goods in the original undamaged packaging, clean (not contaminated), complete and with the original tax document or delivery note. If this is no longer possible (e.g. the Goods have been destroyed or the Goods have been used in the meantime), the Customer must provide the Seller with monetary compensation for the value of what can no longer be delivered. The Seller is entitled to claim compensation from the Customer for what can no longer be delivered and set off their claim against the claim for a refund of the purchase price.

9.8. Withdrawal from the Contract does not affect the provisions of these GTC that are intended to survive its termination. Withdrawal from the Contract does not affect the obligation of the parties to pay contractual penalties, compensate for damages or other harm.

10. Change of Conditions

10.1. If any provision of these GTC becomes invalid, ineffective, or unenforceable or is in conflict with applicable legal regulations, it is considered fully separable from the other articles of the given document. Thus, the remaining articles of the GTC or the Contracts remain fully valid and effective.

11. Other Arrangements

11.1. The Customer hereby undertakes to follow the instructions, guidelines and directives of the Seller and the manufacturer of the Goods when handling the Goods, especially during use, assembly, installation and service.

12. Final Provisions

12.1. Unless otherwise stipulated in these GTC, Contracts concluded on their basis are governed by the law of the Czech Republic, especially the Civil Code. All disputes arising from the Contracts concluded based on these GTC and related to them will be finally decided by the Arbitration Court of the Economic Chamber of the Czech Republic and the Agrarian Chamber of the Czech Republic in accordance with its rules, by a single arbitrator appointed by the Chairman of the Arbitration Court.

12.2. These GTC and Contracts, of which the GTC are a part, are drawn up in the Czech language. If there is another language version of these GTC or the Contract (whether before or after its conclusion), the Czech language version always prevails.

12.3. Without the prior written consent of the Seller, the Customer is not authorized to assign (including securing the assignment of the right) or pledge their claims against the Seller or assign the Contract or its part or rights and obligations arising from it.

12.4. Where not in conflict with legal regulations, the Seller and the Customer agree in accordance with the provisions of § 630, Section 1 of the Civil Code that all rights and claims of the Seller against the Customer are subject to a limitation of 10 years.

12.5. These General Terms and Conditions take effect on September 1, 2023.