

**Smurfit Westrock Olomouc s.r.o.**  
**General Terms and Conditions of Delivery of Goods and Services**

**1. INTRODUCTORY PROVISIONS**

1.1 For the purposes of these General Terms and Conditions of Delivery of Goods and Services of the Supplier, the following terms have the following meanings:

**"Delivery"** – all deliveries of the Supplier to the Buyer, including deliveries of Goods and/or the performance of Services;

**"Buyer"** – the contracting party that purchases Delivery, including, if this follows from the context, its representative or sub-supplier;

**"Supplier"** – Smurfit Westrock Czech Olomouc s.r.o., with the registered office at Olomouc, Holic, Průmyslová 799/18, postal code: 779 00, reg. no. 26820439, recorded in the Commercial Register kept by the Municipal Court in Ostravě, Section C, Rider 25800, or its Olomouc plant;

**"Purchase Order"** – a purchase order of the Buyer placed with the Supplier. The Supplier is entitled to determine the detailed content that must be met by every order placed with the Supplier;

**"Goods"** – products made of corrugated, smooth, and coated cardboard, wooden or plastic packaging, and the other goods supplied by the Supplier to the Buyer (including products supplied by the Supplier within Services performed if need be);

**"Services"** – all services performed by the Supplier for the Buyer, especially design consulting;

**"GTC"** – means these General Terms and Conditions of Delivery of Goods and Services of the Supplier, including special conditions of Deliveries from particular plants of the Supplier that specify in more detail the generally binding general terms and conditions of delivery of Goods and Services of the Supplier with regard to a particular plant of the Supplier.

1.2 These GTC are valid as an integral part of all negotiations of the Supplier concerning Delivery and sales contracts concluded for the sale and purchase of Goods supplied by the Supplier and/or contracts for the provision of Services as well as general sales contracts if these have been concluded between the contracting parties. The sales or purchase conditions of the Buyer are hereby expressly excluded. If the special part and the general terms and conditions are at variance, the terms and conditions contained in the special part of the GTC take precedence. Any alterations of the GTC are only valid if they are made in writing and duly signed by the person authorized to do so or authorized by the Supplier. Different terms and conditions agreed in writing between the Supplier and the Buyer take precedence over the GTC.

1.3 The GTC and changes thereof can be published on the relevant web pages of the Supplier, www.smurfitWestrock.com, and to be binding, only a relevant references to the www pages on which the GTC are published is required.

**2. OFFERING GOODS AND SENDING SAMPLES**

2.1 On the basis of the Buyer's inquiry, the Supplier will send the Buyer an offer of Goods and/or Services in the form of a catalogue and/or quotation, with the prices offered for the Goods and Services being valid for thirty (30) days from the day when they were sent unless otherwise stated and the prices of the tools and printing blocks being the expected prices, the final price will be determined after realization.

2.2 Offer prices are given without any related taxes, especially the value added tax, state and/or local consumption taxes, levies, and customs duties of any kind, which apply to the Goods and Services (hereinafter referred to as "Taxes"). All Taxes are paid by the Buyer, except where the Buyer submits the related tax exemption certificate to the Supplier.

2.3 The Supplier reserves the right to alter or cancel an offer of Goods and Services sent or disclosed by the Supplier to the Buyer as for the quantity, price, material, or delivery time until the sales contract is concluded. The Supplier is not bound by an offer of Goods and Services unless otherwise stated in the offer sent.

2.4 On the basis of the Buyer's inquiry meant seriously and on the basis of the Buyer's request, the Supplier can send the Buyer 3 pieces of samples of Goods being inquired about to enable the Buyer to familiarize itself with their parameters.

2.5 In case of new projects will the Supplier provide to the Buyer technical drawing or physical plotter sample for control of dimensions and quality construction. As a proof of confirmation will the buyer sign provided sample or technical drawing, this will be kept as part of customer specification requirement file. Confirmation can be provided by form of e-mail or fax as well. Other part of agreeing on new project is buyers confirmation of certified Proof print CGS based on Fogra 39L. Only with the certified Proof print can be order manufactured.

2.6 Should be the ordered product printed and cut, the Supplier will offer to the Buyer graphic preparation of print in electronic form and providing of printing and cutting tools with the offer of cost. In case of written or fax confirmation from the Buyer it is considered as closed addition of contract. Prices based on the addition of contract are part of the price offer for given product.

2.7 All further costs related to maintenance, storing and refurbishing of tools are covered by the Supplier

2.8 The Buyer takes responsibility to check and confirm text content, image quality in supplied graphic documents. The Supplier does not take any responsibility for right content in provided text and graphic requirements and it is not obliged to investigate if rights of 3<sup>rd</sup> parties are damaged.

**3. CONCLUDING A SALES CONTRACT**

3.1 The contractual relation between the Supplier and the Buyer concerning particular Delivery is entered into either (i) on the basis of a written sales contract signed by the Supplier and by the Buyer (hereinafter referred to as a "Sales Contract") or (ii) on the basis of a written Purchase Order made out by the Buyer that is sent to the Supplier and confirmed in writing by the Supplier (hereinafter referred to as an "Order Confirmation"), by which the a Sales Contract is concluded. A Sales Contract between the Supplier and the Buyer is concluded at the moment when the Sales Contract is signed by both contracting parties and when the Sales Contract signed by both parties is delivered to the Supplier. A draft Sales Contract is sent by the Supplier to the Buyer. Communication between the Supplier and the Buyer, incl. a Purchase Order and an Order Confirmation, can take place also through fax, e-mail, or electronic data interchange (EDI). To be valid, all telephone or oral orders and confirmations of an order require their written confirmation.

3.2 If a Purchase Order and/or an Order Confirmation does not have all elements according to the GTC, one contracting party will notify the other party of the defect and proposes a remedy for it so that it is possible to conclude the Sales Contract or confirm the Purchase Order made out duly by the Order Confirmation after the Purchase Order and/or the Order Confirmation is made more accurate. This procedure also applies to possible changes proposed in an Order Confirmation unless the Buyer agrees on the Order Confirmation that contains deviations from the Purchase Order without undue delay.

3.3 All Purchase Orders are subject to acceptance by the Supplier by the Order Confirmation.

**4. PURCHASE PRICE**

4.1 A purchase price is set by agreement of the parties in the Sales Contract (hereinafter referred to as a "Purchase Price"). A Purchase Price can also be set by referring to the price list of the Supplier.

4.2 Unless otherwise provided, a Purchase Price is in CZK, excluding VAT and other possible Taxes.

4.3 The amount of a Purchase Price may be reduced or increased by the Supplier if the price of input raw materials, transport or energies increases by 5 % or the conversion rate of the Czech crown changes by 3 % from the day on which the Sales Contract was concluded.

4.4 A Purchase Price includes the transport costs, but does not include the costs of tools and printing blocks used when preparing the Goods for the Buyer unless otherwise stated.

**5. TERMS OF PAYMENT**

5.1 The Buyer will pay the Supplier a Purchase Price on the basis of invoicing properly in accordance with the Sales Contract.

5.2 Unless otherwise stated, an invoice will have the statutory elements of a tax document.

5.3 Unless otherwise stated, all invoices are payable 21 days from the date of delivery of the invoice. If money is not credited to the Supplier's account or paid in cash in the cash office of the Supplier on the due date of the invoice at the latest, the Buyer is obligated to pay the Supplier also interest on late payment in an amount of 0.05 % of the invoiced amount for each day of delay in addition to the outstanding amount of the invoice until the full amount is paid.

5.4 If the Buyer is in default, the Supplier is entitled to suspend all further execution of Purchase Orders or Deliveries of Goods and/or Services for the Buyer until the full payment of all amounts owed by the Buyer to the Supplier.

**6. DELIVERY TIME**

6.1 A delivery time is set in the Sales Contract. If a delivery time is not set according to the preceding sentence, it shall be governed by standard delivery times that are available in the Sales Department of the Supplier. Standard delivery times range from 4 to 8 weeks, depending on the product and production equipment types. If the Supplier does not have specifications of standard delivery times, it is deemed that the delivery time that is common in the commercial relationship of the contracting parties applies.

**7. QUANTITY TOLERANCES**

7.1 Any differences in the actual number of pieces of Goods delivered according to a delivery note compared to the quantity stated in the Sales Contract within a tolerance of +/-20 % of the required quantity for an ordered quantity of up to 5000 pcs, +/-20 % for an ordered quantity of more than 5000 pcs +/-10 % from requested amount if it is not in contract stated otherwise, will be regarded as perfect performance and will not be taken into consideration for the Purchase Price and the Buyer is obligated to take such quantity of Goods.

**8. TRANSPORT AND RETURNABLE PACKAGING**

8.1 The Supplier delivers ordered Goods on EUR pallets on the basis of suitable pallet patterns considering the dimensions of the ordered Goods with respect to the requirements of the Buyer. Pallets are sold together with the Goods, and their price can be invoiced in the price of goods according to the valid price list of the Supplier, they can be invoiced individually excluding the price of product, or are returnable.

8.2 Unless otherwise agreed between the contracting parties, the Buyer is obligated to return returnable pallets at its own expense to the Supplier to the registered office of the supplier within 30 (thirty) days from the delivery of the Goods to the Buyer.

8.3 If, for any reason, pallets are not returned to the Supplier within the time limit stated in Art. 8.2., the Supplier is entitled to require the Buyer to pay compensation for them in an amount determined according to the valid price list. Both the Supplier and the Buyer are obligated to keep accurate records of pallets delivered and then returned by the Buyer and compare with each other (confirm by email message) this state monthly. The Supplier will not buy back pallets that were included in the delivery of Goods.

8.4 The Buyer is obligated to return returnable pallets in good technical condition only, at its own expense, not later than when a maximum permissible quantity of pallets determined by the Supplier is reached in the Buyer's place or when a time of turnover of 30 days pursuant to Art. 8.2 is reached.

8.5 The Supplier is entitled to refuse to take over damaged pallets.

8.6 In case of Buyer's requirements on the use of HT pallets supplier does not guarantee compliance with the requirements of controls in the export destinations.

**9. DELIVERY AND TAKING OVER GOODS BY THE BUYER**

9.1 The delivery of Goods means the delivery thereof to the place of delivery stated in the Sales Contract. If the Seller is not obligated to deliver Goods in a particular place, then it applies that the Goods are delivered to the Buyer at the moment when they are ready to be picked up in the related plant of the Seller on the basis of the Supplier's advice to the Buyer and can be invoiced.

9.2 On taking over Goods, the Buyer's authorized person is obligated to confirm this in writing on the delivery note or on any other accompanying document and indicate his/her forename, surname, and ID card number or birth identification number in block letters. The Buyer's representative is obligated to prove at the call of the Supplier's representative that he/she is authorized to accept the Goods. The Buyer is always obligated to ensure the unloading of ordered Goods.

9.3 When Goods are transported by the Supplier to a place designated by the Buyer, the Buyer is obligated to take over the Goods in the place and at the time agreed in the Sales Contract. If the Buyer does not take over the Buyer's Goods properly and in time, the Supplier will store them at the expense of the Buyer and inform the Buyer of the address at which the Goods are stored. If the Buyer fails to pick up its Goods within 14 (fourteen) days from the day when they were stored, the Supplier is entitled to send the Goods at the expense of the Buyer to the Buyer to the invoice address of the Buyer or dispose of the Goods at the expense of the Buyer and the Buyer is not entitled to lay any claims to the delivery of the Goods. The claim of the Supplier to the payment of the purchase price and costs incurred is not prejudiced hereby.

9.4 When ordering Goods that the Supplier has in stock, the Buyer is obligated to take over the stock goods ordered by the Buyer within 60 (sixty) days from the conclusion of the Sales Contract. If the Buyer fails to pick up stock goods within the time limit according to the preceding sentence, the Supplier will send the Buyer a notice to pick up the stock goods later within 14 (fourteen) days from the date of lapse of the time limit according to the first sentence in writing (by e-mail) and if the Buyer also fails to take over the stock goods within this additional time limit, the Supplier is entitled to send the stock goods to the Buyer at the expense of the Buyer to the invoice address of the Buyer and issue an invoice for the stock goods to the Buyer and/or dispose of the stock goods at the expense of the Buyer. The Supplier will charge extra storage cost of 15 Czk per each pallet per day. The claim of the Supplier to the payment of the purchase price and costs incurred is not prejudiced hereby.

9.5 When ordering Goods to be taken over in person, the Buyer is obliged to take over the Goods within 48 hours from the time when the written notice to take over the Goods was sent (by e-mail); after the lapse of this time limit, the Buyer is obliged to pay the Supplier a contractual penalty of 0.5 % of the Purchase Price for each day of delay in taking over the Goods. The Buyer is obliged to notify the Supplier of the exact time of the Buyer's arrival to take over Goods in person not later than 24 hours before the planned time of takeover of the Goods. In exceptional cases, the Supplier accepts the notice of the exact time of arrival of the Buyer even if the time limit according to the preceding sentence is not met. The Buyer will also notify the Supplier of the registration number or another more detailed specification of the vehicle that will be used by the Buyer when taking over the Goods.

9.6 If the Buyer charges its employee with taking over Goods in the plant of the Supplier, the Buyer undertakes, in relation to labour law regulations, to train and instruct its employee within the intention of the relevant provisions of the Labour Code that these employees of the Buyer are obligated to follow the instructions of the responsible persons of the Supplier; these are the security staff and shipping department workers. The Buyer also undertakes to warn its employees that a ban on smoking applies in the entire premises of the Supplier.

9.7 Tools and printing blocks are paid by the Buyer and are not included in the price of the goods. The ownership of them passes onto the Buyer at the moment when they are paid. If tools and printing blocks are not used, the Supplier will store them for a maximum storage time of 12 (twelve) months. After the lapse of this time, the Supplier is entitled to send the tools and printing blocks at the expense of the Buyer to the Buyer to the Buyer's invoice address or to dispose of them at the expense of the Buyer without any notice.

**10. TITLE TO GOODS AND RISK OF DAMAGE TO GOODS**

10.1 The Supplier reserves the title to the Goods pursuant to Sec. 2132 of the Civil Code. The Buyer becomes the owner of Goods only after the full payment of the Purchase Price.

10.2 The risk of damage to the Goods passes onto the Buyer on their delivery in accordance with the agreed conditions. If taking over Delivery is delayed or sending it or handing it over to the carrier is delayed or the start or completion of installation is delayed by reason on the part of the Buyer, the risk of damage to the Delivery passes onto the Buyer on the first day of such delay.

**11. QUALITY OF GOODS AND GUARANTEE**

11.1 The performance parameters of cardboards are governed by the internal regulation and the principle of cardboard coding is based on the general regulations of FEFCO, which is the European standard for common types of cardboard packaging structures, specialized in ECT cardboards. The quality of Goods and manufacturing tolerances are determined by the internal specification of the Goods.

11.2 To keep the qualitative indicators and the duration of the guarantee in full, it is necessary to protect Goods against damage during the transport, storage and handling of the Goods and store them in covered, dry and ventilated rooms, where the Goods are protected against direct weather effects, ground moisture, and radiant heat, i.e. under exactly stated conditions (5-45 °C and a relative humidity of max. 30-70 %). A deviation from quality of 0.1 % of the delivered quantity.

11.3 The guarantee period of Goods is 6 months. The Buyer will confirm the takeover of Goods and the agreement to the guarantee conditions by undersigning the delivery note.

11.4 The Buyer is obligated to notify the Supplier of any defects in Goods, including apparent quantitative or other deviations from the Purchase Order, without delay on finding them, but not later than 3 (three) days from the takeover of the Goods.

11.5 The Buyer is obliged to notify the Supplier of such defects in Goods that the Buyer must have found when paying usual attention as early as the takeover of the Goods (hereinafter referred to as "Apparent Defects") in writing together with the related documentation of the Apparent Defects (photographs, samples, and a description of the occurrence) without delay on finding them. If Apparent Defects are found on taking over Goods by the Buyer, the Buyer is obligated to record the defects on the delivery note and have the record signed by the carrier or driver. A copy of the delivery note with the record confirmed by the driver must be attached to the complaint. Apparent defects, and thus defects that can be found as early as the takeover of the Goods, which are not recorded on the delivery note and are not confirmed by the carrier, will not be recognized by the Supplier.

11.6 The Buyer is obligated to notify the Supplier of hidden defects in Goods without delay on finding them, but not later than 6 months from the date of takeover of the Goods. The Supplier is not liable for defects in Goods after the expiration of the guarantee period pursuant to Art. 11.3.

11.7 The Buyer's right to place a guarantee claim expires in case that changes has been made in the delivered Goods by any handling or technological operation. The preceding sentence does not apply to hidden defects. In the case of sale to a third party the Supplier is liable only for hidden defects provably arisen before handing over the Goods by the Supplier to the Buyer.

11.8 The Buyer's right to place a guarantee claim expires also if the Goods are processed incorrectly (e.g. by using inappropriate procedures, tools, and technologies and/or by designing incorrectly a box structure). The Supplier also does not accept complaints about cardboard cover layer cracking when folding along a score is larger than defined for the score and cardboard concerned.

**12. COMPLAINTS HANDLING RULES**

12.1 A complaint may be submitted by the Buyer to the Supplier in writing, i.e. by e-mail, fax, or letter. The statutory 30-day time limit for settling the claim runs from the moment when the document or message arrives at the address of the Supplier specified in the Sales Contract. The contact person for complaints is always the Supplier's sales representative. The minimum level for resolving claims for damages is the value of products of at least 1000 czk.

12.2 The materials for a complaint must include:

- (a) the purchase order number or the production order number;
- (b) the inspection label from the pallet;
- (c) the number of claimed pieces;
- (d) a description of the defect or an accurate description of how the defect manifests itself; and
- (e) a defective sample of the claimed material (if it is impossible to ensure a sample, the Buyer will make photo documentation of the claimed material).

12.3 Claimed Goods must be kept for subsequent inspection and must not be disposed of until the final decision on the complaint is taken.

12.4 The Supplier will notify the Buyer of the result of the opinion on a complaint as soon as possible, usually within 7 working days, but no later than 30 days from the submission of the complaint (incl. all documents). If investigation is longer than 7 days, the Supplier will inform the Buyer thereof.

12.5 If it comes out that the reasons of the defect in Goods lie with the Supplier after the assessment of the complaint, the Supplier is obligated to provide the Buyer with substitute performance and reimburse the Buyer for the costs indispensable for placing the Buyer's complaint (hereinafter referred to as "Extra Costs"). The Buyer is obligated to submit the calculation of the Extra Costs together with a complaint about Goods. Before starting any extra work that results in Extra Costs, the Buyer is obligated to notify the Supplier of the situation arisen at first and have these possible Extra Costs approved in writing (by e-mail). If the Buyer sends these Extra Costs for invoicing (with a corrective tax document) without prior notice and approval of the Supplier, the Supplier does not have to recognize the extra costs.

12.6 If a complaint is justified, the Buyer's claims are: (i) to require the removal of the defect in the delivered Goods or the replacement of the defective pieces; (ii) to require a reasonable discount on the Purchase Price; and (iii) to withdraw from the Sales Contract in severe cases. The method of handling defects complained about by the Buyer to the Supplier is governed by the relevant provisions of the Civil Code.

**13. FORCE MAJEURE AND RESERVATION OF PERFORMANCE**

13.1 Such unusual circumstances (e.g. flood, storm, unusually hot weather, unusually cold weather, unusually dry weather, tornado, hurricane, hailstorm, landslide, avalanche, earthquake and its consequences, unusual solar eruptions, a fall of a celestial body, and the like), war, mobilization, riots and similar events, and also strike, lockout, delays, or failure to grant official permission that prevents temporarily or permanently from performing obligations stipulated by the contract that occur after the contract came into force and that could not be foreseen or averted by the contracting parties are regarded as force majeure events by the parties. The party that is prevented from performing obligations by this will inform the other party without delay on the commencement of such circumstances and submit proof thereof or information that these circumstances have a significant influence on the performance of contractual obligations to the other party. If the influence of force majeure lasts for more than 30 days, both parties are obliged to negotiate a change of the Sales Contract.

13.2 The Supplier is not obliged to perform obligations arising out of a contract if such performance is prevented by any obstacles arising out of national or international regulations relating to international trade law or on the basis of embargoes or other sanctions.

**14. INTELLECTUAL PROPERTY AND NON-DISCLOSURE**

14.1 The Supplier retains all rights, legal titles, and interests to and in the possession of all the know-how, technical data, drawings, specifications or documents, ideas, concepts, methods, procedures, techniques, and inventions that have been developed or created by or on behalf of the Supplier and delivered in accordance with any contract concluded with the Buyer. The Buyer is obliged not to disclose any of this information and not to give it to any third party until this information becomes publicly known and must not use it for other purposes than for the purpose of using the Goods delivered under the Sales Contract without the prior written consent of the Supplier.

14.2 The Supplier retains the rights of ownership to any patents, copyrights, trade secret, and industrial designs or any other intellectual property rights relating to a Purchase Order and the Buyer does not acquire any intellectual property rights.

14.3 The Buyer will not use any trademarks and brands of the Supplier and its affiliated companies in any other way than in which they are used by the Supplier on Goods, Services, or related documents.

**15. DAMAGES**

15.1 The total extent of the Supplier's obligation to compensate the Buyer for damage to property (damage) that is incurred by the Buyer in connection with the performance of a contract or a breach of a legal regulation is limited to 100 % of the total purchase price for the related Delivery or part thereof (excluding VAT) for all incidents causing damage in total. Only actual damage is compensated for; a loss of profit or other types of damage are not compensated for. Damage is preferably compensated for in cash. Any contractual penalties or other penalties paid by the Supplier to the Buyer are included in the damages in full. The limitation agreed above does not apply to compensation for damage caused intentionally or through gross negligence or to compensation for damage caused to a person as to his/her natural rights. The limitation period for making a claim to damages is one year. This also applies to the right to be compensated for damage caused by a defect in a product.

15.2 If the Supplier's obligation to effect delivery ceased due to the impossibility of performance, the Supplier is obligated to compensate the Buyer for damage incurred due to this in case that the impossibility of performance was caused by the supplier. Paragraph 1 of this Article applies similarly to the extent of compensation for damage incurred in this way.

15.3 The quality guarantee agreed in a Sales Contract fully replaces the statutory liability of the Supplier for defects.

**16. ECOLOGY**

16.1 The Supplier is certified according to the FSC® and PEFC certification schemes and has made the commitment to behave responsibly towards the environment and use considerably raw materials originating from forests. The Supplier fully recognizes and meets the principles and requirements within the Chain of Custody and the related standards and observes especially the following principles:

- (a) is not directly or indirectly connected with illegal logging;
- (b) does not violate traditional human rights;
- (c) does not participate in the destruction of protected areas and forestry values;
- (d) does not participate in a significant change from forests to plantations or non-forest purposes;
- (e) does not participate in the introduction of genetically modified organisms into forests; and
- (f) does not violate any conventions and declarations of occupational safety.

**17. WITHDRAWAL FROM A CONTRACT**

17.1 The contracting parties may withdraw from a Sales Contract only in cases of a material breach of the contract or in the cases expressly stated in the Sales Contract or in the GTC or in the cases expressly stated in legal regulations if it is impossible to deviate from them. Withdrawal is effective on the date of delivery to the other contracting party.

17.2 A material breach of a Sales Contract is understood to be:

- (a) the Supplier's delay in effecting Delivery that is caused by the Supplier and that is longer than 30 days. After the lapse of this time limit the Buyer will notify the Supplier without delay of whether it insists on the execution of delivery. If the Buyer insists on the execution thereof, it can withdraw from the Sales Contract only after the lapse of 30 days after the delivery of the notification in question to the Supplier;
- (b) the Buyer's delay in the payment of an invoiced amount that is longer than 30 days;
- (c) the Buyer's delay in making an advance payment that is longer than 5 days if making an advance payment has been agreed;
- (d) the Buyer's failure to render assistance and the consequent impossibility of performance of the Supplier that is longer than 30 days; and
- (e) any unauthorized use of results of intellectual property of the Supplier by the Buyer and vice versa and a breach of the fight against corruption, protection of economic competition, fight against money laundering, as well as other legal regulations of criminal or administrative law.

17.3 A contracting party is entitled to withdraw from a Sales Contract with effects on the date of delivery of the declaration of will containing the withdrawal to the other contracting party if:

- (a) the competent insolvency court has issued a decision on the bankruptcy of the other contracting party or the competent insolvency court has dismissed the petition for the declaration of bankruptcy because the other contracting party's estate is insufficient or a justified petition for insolvency was filed that has not been dismissed within 30 days from filing it;
- (b) the other contracting party has stopped its payments or is bankrupt; or
- (c) the execution of a decision or execution upon property of the other contracting party has been conducted unsuccessfully.

17.4 The contracting parties are entitled to withdraw from a Sales Contract also in case that a force majeure circumstance prevents from executing delivery for more than 3 months.

17.5 In case that the Supplier does not withdraw from a Sales Contract, it is not in delay in performing any obligation arising out of such Sales Contract until the relevant monetary obligation of the Buyer is paid.

**18. FINAL PROVISIONS**

18.1 These GTC and contractual relationships between the Supplier and the Buyer and possible claims arising out of or arising in connection with them are governed by the legal order of the Czech Republic, excluding the application of the Vienna Convention on the Law of Treaties and conflict rules and the United Nations Convention on Contracts for the International Sale of Goods. If a contract or these terms and conditions do not contain their own regulation, the rights and obligations of the contracting parties are governed by Act No. 89/2012 Coll., the Civil Code, as amended.

18.2 The Buyer and the Supplier agree on the exclusive jurisdiction of courts of the Czech Republic for the purpose of settling any disputes that may arise in connection with a Sales Contract. However, the Supplier is also entitled to bring an action with a court in the country where the Buyer has its registered office placed if the claim being made relates to payments where the Buyer is in default or is otherwise related to them. 18.3 The application of Sec. 1726, Sec. 1740 par. 3, Sec. 1744, Sec. 1751 par. 2, Sec. 1757 par. 2 and 3, and Sec. 1950 of the Civil Code is expressly excluded.

18.4 These GTC apply to every Purchase Order confirmed by the Supplier and are an integral part of every Sales Contract.

18.5 These GTC become valid and effective from 01.01.2026.