

## GENERAL TERMS AND CONDITIONS OF PURCHASE OF TES VSETIN a.s.

These General Terms and Conditions of Purchase (hereinafter the "GTCP") shall apply to all the contracts in which TES VSETIN a.s. acts as the customer, i.e. a buyer or client to whom any goods or services (hereinafter "performance") are provided and they shall be an integral part of such contracts and thus form the contents of contracts within the meaning of Section 1751 of Act 89/2012 Coll., the Civil Code. Where these GTCP are in conflict with any provisions of the Contract between the customer and contractor, the terms and conditions stipulated in the Contract shall prevail unless provided otherwise in the Contract. TES VSETIN a.s. shall hereinafter be referred to as the "Customer".

Within these GTCP, the "Contractor" means a legal entity or a natural person that shall provide services or deliver goods to the Customer, irrespective of whether it is referred to as a seller, contractor etc. in a contract of purchase.

### 1. PURCHASE ORDER

The Customer shall place Purchase Orders (meaning also any offer to conclude a contract) with the Contractor only on the Customer's forms. The Purchase Order shall give a description of the subject of performance in accordance with the Contractor's product line offer (catalogue), or in accordance with the approved specification and its quantity, price, delivery date, and terms and conditions of delivery, as the case may be, where they differ from the terms and conditions of delivery under these GTCP. These GTCP shall be an integral part of the Purchase Order and shall become binding on both Parties by the acceptance of the Purchase Order by the Contractor by way of one of the methods specified below. These GTCP are directly attached to the offer or are attached by way of reference given in the Purchase Order to the website where these GTCP are published; if the Contractor, being an entrepreneur, does not notify the Customer, in that event, that it has not been able to familiarise itself with these GTCP, then these GTCP shall be deemed to have been duly attached. Sending these GTCP shall not be necessary where a Framework Agreement has been concluded by and between the Parties, with these GTCP being an integral part thereof. In that event, these GTCP are deemed to have been attached to each Purchase Order placed on the basis of such a Framework Agreement.

Where not agreed otherwise by and between the Parties, the Contractor shall be obliged to confirm the acceptance of the Purchase Order within 3 working days of the delivery of the Purchase Order by the Customer, either by a written confirmation on its own form or only by means of the stamp and signature of the respective person attached to the Customer's Purchase Order. A Contract (contract of purchase, contract for work, etc.) shall be deemed to have been concluded upon the delivery of the confirmation of the Purchase Order.

Where the practice according to which the Contractor may express its consent to the Purchase Order by dispatching the subject of performance without giving notice to the Customer has been introduced among the Parties, the Contract of Purchase shall be concluded by the dispatching of the subject of performance, however, only on condition that the subject of performance is delivered to the Customer within the time limit specified in the Purchase Order.

Where the Contractor specifies in its confirmation of the Purchase Order any changes of or amendments to the Customer's data, such confirmation of the Purchase Order shall be deemed a new proposal to conclude a Contract of Purchase. In that event, the Contract of Purchase shall be deemed to have been concluded if the Customer unconditionally confirms to the Contractor, in writing, its agreement with the change of the Purchase Order within 3 working days. The acceptance of a Purchase Order subject to an amendment or variation under Section 1740 of the Civil Code is excluded.

Where any special tools or equipment are necessary for the installation, ordinary or extraordinary maintenance, and repairs to the subject of performance, the Contractor shall be obliged to notify the Customer of that in writing prior to the conclusion of the Purchase Contract, including the data on the availability and current costs of the provision of such tools and equipment.

### 2. TERMS OF DELIVERY

The delivery of the subject of performance shall be governed by the delivery condition DAP (Delivered at Place) under INCOTERMS 2010, with the place of performance being the Customer's address specified in the Purchase Order (or another address notified in writing or by fax at the latest 3 days prior to the date of dispatching). The Contractor shall deliver the subject of performance to the place of performance within the time limit specified in the Purchase Order placed by the Customer. The risk of damage to a thing passes to the Customer upon the acceptance of that thing.

In the course of a delivery period longer than 30 calendar days, the Contractor shall be obliged to inform the Customer regularly on the progress of the performance of the Purchase Order.

Where the Contractor is not able to deliver the subject of performance properly (in the agreed quantity, quality, and make) and in time, it is obliged to notify the Customer of that without delay; at the same time, it is obliged to notify the Customer of the reason for the delay and of its expected length. The Contractor's delay with the delivery of the subject of performance shall always be deemed a substantial breach of the Contract of Purchase, entitling the Customer to withdraw from the Contract of Purchase. This is without prejudice to the other rights of the Customer.

The Customer shall not be obliged to accept the subject of performance prior to the agreed delivery date. In such a case, the Contractor shall be obliged to ensure the due storage of the subject of performance at its own expense and risk and its delivery to the Customer by the date of delivery of the subject of performance.

The Customer shall not be obliged to accept more or less than the agreed quantity of the subject of performance. At its own discretion, the Customer shall be entitled to take over more or less than the agreed quantity of the subject of performance, on condition that the Contractor shall be obliged to deliver the missing quantity of the subject of performance without undue delay. Taking over less than the agreed amount of the subject of performance by the Customer shall not affect its other rights.

The Contractor shall be obliged to pack the subject of performance properly, in particular in order to reduce the risk of damage to the goods and to protect the goods to the maximum possible extent for the purpose of transport in accordance with the usual practice, as well as in order to minimise adverse impacts on the environment. The packaging of the subject of performance shall be subject to the delivery and shall be included in the price, except for returnable packaging as specified in the delivery note. The Contractor shall take over the returnable packaging from the Customer in the given quantity and kind at the place of delivery of the subject of performance once the Customer does not need the packaging any longer. Any wear and tear of such packaging shall be chargeable to the Contractor.

The subject of performance shall be marked by the Contractor in accordance with the usual practice, unless indicated otherwise in the Purchase Order.

Where the subject of performance is to be delivered on the basis of samples, designs, or drawings, it must fully comply with such samples, designs, or drawings.

The subject of performance shall be accompanied by a delivery document documenting the proper delivery of the goods, which shall be delivered to and confirmed by the Customer, as well as an invoice giving the precise specification of the content of the delivery enabling the delivery to be taken over and containing data including but not limited to:

- a) the Contractor's identification (or its number, as the case may be, if specified in the Purchase Order);
- b) the Purchase Order number;
- c) the item number according to the Purchase Order;
- d) the date of delivery to the Customer;
- e) numbers of delivery notes;
- f) number of items delivered;
- g) quantity unit;
- h) price per unit; and
- i) method of transport or the number of the means of transport, as the case may be.

The subject of performance may not be burdened with legal defects, for example by any right of lien.

The Contractor acknowledges that the Customer has been obliged, by its customers, to deliver the subject of performance, or products which the subject of performance is a part or accessory of or in which the subject of performance is incorporated, under any circumstances and that any failure on the part of the Contractor to comply with its obligations may result in significant damage incurred by the Customer.

Where the place of delivery of the goods or services is the Customer's registered office or main place of business, the Contractor shall be obliged to deliver the goods or services on working days within the Customer's normal working hours, i.e. from 7 a.m. to 2 p.m., unless the Customer stipulates otherwise.

The Contractor is obliged to accept any changes to or cancellation of the Purchase Order, but the costs caused by this shall be compensated to the extent to which they could not be avoided despite due care being exercised.

### 3. DOCUMENTATION

The Contractor shall be obliged to hand over to the Customer:

- a) a declaration of the origin of the delivered subject of performance;
- b) a CE certificate or declaration of conformity;
- c) a certificate of compliance with safety conditions according to 89/655 EEC;
- d) safety data sheets;
- e) test certificates;
- f) a declaration of compliance with the conditions of marketing the packaging under Act 477/2001 Coll.; and
- g) instructions for the storage and safe handling of the subject of performance.

The documentation shall be an integral part of the subject of performance.

Above-standard requirements in respect of the documentation shall be specified in the Purchase Order. If this is the case, the Contractor shall be obliged to comply with them as part of the delivery of the goods.

The Contractor shall be obliged to provide, at its own expense, any necessary test certificates, permits, or approvals from the public authorities of the country of origin for the purpose of putting the subject of performance into operation or use.

All the costs such as customs, storage, and other charges incurred by the Customer as a result of the delayed delivery of the required documents by the Contractor shall be charged to the Contractor and the Contractor hereby expressly undertakes to pay for them. Where such costs have been paid by the Customer, the Contractor shall reimburse the Customer for such costs.

The Contractor shall be obliged to deliver the documents related to the subject of performance in those languages stipulated by the Customer.

#### **4. PRICE**

The price of the subject of performance shall be agreed in the Contract/Purchase Order. Where the framework price lists have been arranged between the Customer and the Contractor, then, if the price has not been expressly arranged in the Purchase Order, the price given in such a price list shall apply. The agreed price list shall always be binding on both Parties for the period of at least one calendar year. The price list may not be unilaterally changed by the Contractor during its period of validity, not even as a result of an increase in the Contractor's costs caused by, for example, a change in the legislation or currency exchange rate, a price increase for energy or fuels, etc.

The price shall include the Contractor's costs for the transport and packing of the subject of performance.

#### **5. WARRANTY**

The Contractor shall be obliged to deliver the subject of performance free of legal defects, and of a quantity, quality, and make that is in accordance with the contractually agreed specification. In the event of the Customer having special technical/quality requirements, of which the Contractor was notified at the latest with the Purchase Order for the subject of performance, the subject of performance must also comply even with such technical/quality requirements of the Customer. In the event that the Customer is notified of the purpose, then the subject of performance must be suitable for such a purpose; otherwise the Contractor is obliged to warn the Customer that the subject of performance is not suitable for the given purpose. In that event, the Customer shall be entitled to withdraw from the Contract or to cancel the Purchase Order. The Contractor guarantees that the subject of performance delivered by it will not show either material or legal defects; in particular, the Contractor represents that the subject of performance:

- (a) has been made of material of a sufficient quality for the given purpose and, moreover, is free of defects, especially of internal defects;
- (b) complies with the agreed terms and conditions and technical standards;
- (c) meets the defined properties and performance parameters;
- (d) does not show defects that would limit its functionality and operational reliability and the applicable regulations and standards for its manufacture have been observed;
- (e) has passed the quality inspection in the place of manufacture at the first attempt and has not been repaired or modified so as to meet the quality requirements;
- (f) contains complete, true, and correct documentation;
- (g) will be delivered together with the required works and services performed professionally and comprehensively;
- (h) will be capable of being used for its intended purpose.

The Contractor acknowledges that such a purpose will, in particular, be that the goods delivered by it will be incorporated as a part or accessory of a larger unit (a product of the Customer's, for example, an engine), which can also become a part of a still larger unit (for example, a ship, locomotive, power structure, etc.).

If a longer warranty is arranged in the Contract, the Contractor shall provide the Customer with a quality warranty period of 36 months from the date of acceptance of the subject of performance by the Customer. If the manufacturer of the subject of performance provides a longer warranty period, the Contractor shall guarantee quality for such a longer period of time. The Contractor shall be obliged to deliver a relevant certificate of warranty to the Customer together with the subject of performance.

The warranty period shall be extended by the period for which the operation of the subject of performance was prevented by any defect, from the date on which the defect was established to the signing of the report on the removal or replacement of the defect. For every component of the subject of performance that is repaired or exchanged, a new warranty period of 36 months shall begin to run.

The warranty period shall not terminate until all defects established prior to the completion of the warranty period are removed.

#### **6. INSURANCE**

The Contractor shall ensure that the Contractor has concluded an insurance policy to cover damage and costs in the event of injury to/the death of persons or loss of and/or damage to the property of any natural person and/or a legal entity that could, in any manner, be incurred, result from, or be related to the subject of performance, the use of the Contractor's machines, vehicles, and equipment, or as a result of any activity in the premises, buildings, or facilities or on the equipment, machines, or vehicles of TES VSETIN a.s.

At all times when a loss may be incurred for which the Contractor is liable, the Contractor shall have concluded valid risk insurance (coverage) against:

- a) damage caused by a defect of a product;
- b) general liability for damage;
- c) damage caused by its employees during work;
- d) damage caused by the operation of motor vehicles;
- e) damage caused to machines and equipment; and
- f) damage caused to the property and health of third persons.

Where the Contractor has not been insured as specified above and intends to deal repeatedly with the Customer, it is obliged to take out such insurance. The terms and conditions of the insurance contract must conform to international standards and business practices.

#### **7. LIABILITY FOR DEFECTS, COMPLAINT PROCEDURE**

The Customer shall be obliged to notify the Contractor in writing of defects after it has detected them, by the end of the warranty period at the latest.

Within 30 days of the acceptance of the subject of performance at the latest, the Customer shall be obliged to notify the Contractor of detected evident defects in the subject of performance, a smaller quantity of the subject of performance delivered, incompleteness of the subject of performance delivered, or evidently disrupted nature of the subject of performance delivered.

The Contractor shall be obliged to remove the defects in the subject of performance within the time limit specified in the Customer's notification of such defects.

The Customer shall be entitled to exercise any of the following claims arising from any defect of the subject of performance:

The Customer shall notify the Contractor of the claim exercised by the Customer as a result of any defect in the subject of performance in the notification of defects or without undue delay after such notification has been given. In the event that any removal of a defect from the subject of performance is required from the Contractor, the Contractor shall remove the defect in the subject of performance at the place where the subject of performance is situated and within the shortest reasonable time limit, or, in case of doubt, within 10 days.

Irrespective of the claim exercised, the Customer shall be entitled to charge the Contractor lump sum compensation for the exercise of any right arising from the liability for damage amounting to CZK 5,000 (five thousand Czech crowns). This shall be without prejudice to the right of the Customer to claim compensation for any and all further costs that are incurred by the Customer in relation to the defect in the subject of performance (including, but not limited to, the costs of diagnosing the defect, travel expenses, lost profit, etc.), as well as to the right to claim compensation for any other possible damage.

If the subject of performance has any defects, the Customer shall not be obliged to pay the price for the subject of performance or the outstanding part of the price of the subject of performance, as the case may be, until the complete removal of such defects or delivery of a replacement subject of performance. The same shall apply if less than the agreed amount of the subject of performance is delivered.

The Contractor shall be responsible for any damage caused by any defect in the goods delivered by it. Where any damage is incurred in causal connection with a defect in the goods, the Contractor shall be obliged to compensate the aggrieved party for such damage. Where such damage is incurred as a result of any defect in the goods or other circumstances, the Contractor shall be obliged to compensate the aggrieved party for such damage, according to the responsibility for the damage caused. Where the Customer compensates a third party for any damage, then the Contractor shall compensate the Customer for that part of the damage that corresponds to the Contractor's liability for the damage incurred.

#### **8. PAYMENT TERMS AND CONDITIONS AND INVOICING**

Where not expressly agreed otherwise between the Parties, the following payment terms and conditions shall apply to the subject of performance delivered in accordance with these GTCP: The invoices are due within 60 days of the last day of the month in which the subject of performance was delivered. The payment shall be made by way of a payment to the Contractor's bank account, the number of which is specified in the invoice.

Bank charges shall be borne by each Party with its own bank and at its own expense.

In the event of a shorter maturity period of the subject of performance, the Customer shall be entitled to the following discounts on the price:

- a) Advance payment – 3%;
- b) 14 days after delivery – 2%;
- c) 30 days after delivery – 1%.

As for the services provided, the invoice shall be issued with a report on the provision/handover attached, or a copy thereof, signed by both Parties.

In the event that the Contractor charges for an incorrect subject of performance or an incorrect price or the invoice does not comply with any requirement as set out in the applicable legal regulations, the Customer shall be entitled to return the defective invoice to the Contractor for correction without payment prior to its due date.

In the returned invoice, the Customer shall indicate the reason for such return. The Contractor shall be obliged to issue a new invoice that is free of errors.

If the Customer returns the invoice to the Contractor, the original maturity period shall cease to run and shall commence again on the date of delivery of a newly issued invoice. The invoice sum shall be deemed paid on the date on which the respective amount is debited from the Customer's bank account.

The Contractor shall be entitled to assign claims against the Customer only with the Customer's written consent.

The Contractor shall be obliged to inform the Customer in writing that the competent tax authority has decided that the Contractor is an unreliable payer (under Section 106a of Act 235/2004 Coll.); such notification shall be given by the Contractor to the Customer without delay after the Contractor knows or should have known of such a decision, regardless of the effective date of such a decision. The Contractor is under this obligation until it is effectively decided that it is not an unreliable payer or until the effective cancellation of the decision that it is an unreliable payer and until the expiry of all the time limits for the judicial review of such decisions and effective termination of the respective judicial proceedings. This obligation to disclose information shall not apply to a Contractor which has fulfilled all its obligations arising from the business transaction that was realised, in particular the obligation to pay value-added tax, if the Contractor no longer does business with the Customer. In the event of non-compliance with this obligation to disclose information, the Contractor shall pay the Customer a penalty of 21% of the price of the subject of performance without value-added tax.

#### **9. INTEREST ON LATE PAYMENT**

If the Customer is in default with regard to any payment under the Contract, it shall be obliged to pay the Contractor interest on any late payment at the discount rate of the Czech National Bank in effect on the first day of default.

#### **10. CONTRACTUAL PENALTY**

The Contractor shall be obliged to pay the Customer a contractual penalty:

- a) in the event of delayed delivery of the subject of performance under the Contract, amounting to 0.5% per day of the price of the non-delivered quantity of the subject of performance;
- b) in the event of the delivery of a defective subject of performance, amounting to 33% of the price of the subject of performance showing any defect;
- c) in the event of the delivery of a smaller quantity of the subject of performance, amounting to 0.5% per day of the price of the non-delivered quantity of the subject of performance;
- d) in the event of damage caused to the property or health of the Customer or of its employees, amounting to CZK 100,000 for every individual case.

The Customer's right to claim damages from the Contractor in full shall not be affected by the exercise of the claim for a contractual penalty, while the application of Section 2050 of the Civil Code shall be excluded.

At any time, the Customer shall be entitled to set off the claim to the contractual penalty against any due claim of the Contractor's, including, but not limited to, the price of the delivered subject of performance charged by the Contractor's invoice.

#### **11. TITLE, TRANSFER OF RISK OF DAMAGE TO SUBJECT OF PERFORMANCE**

Both the title and the risk of damage to the subject of performance shall pass from the Contractor to the Customer at the moment of the handover of the goods in the place of delivery.

#### **12. WITHDRAWAL FROM CONTRACTS**

The Customer shall be entitled to withdraw from individual Contracts in the following cases:

- a) the Contractor has been declared bankrupt or bankruptcy proceedings in respect of its property have been commenced;
- b) the Contractor has gone into liquidation or ceased or discontinued its business activity;
- c) where the Contractor substantially breaches any of its obligations under the Contract of Purchase and/or these GTCP;
- d) where the Contractor breaches any of its obligations under the Contract of Purchase or these GTCP and fails to comply with such an obligation even within an additional time limit provided by the Customer;
- e) the Contractor is in delay in removing the claimed defects in the subject of performance; or
- f) any case of Force Majeure as defined in Article 20 of these GTCP prevents the obligations under the Contract for Purchase from being met for a period of time longer than 6 months.

Where the breach of the Contractor's obligation concerns only a part of a payable obligation, the Customer may withdraw from the whole Contract of Purchase or from that part of such payable obligation. The withdrawal must be in written form and the notice of withdrawal must be delivered to the Contractor. Where the Customer does not expressly specify in the notice of withdrawal that it is withdrawing only in respect of a part of an obligation, it is deemed that it withdraws from the entire Contract. The withdrawal shall take effect on the date when the notice of withdrawal is delivered to the Contractor. The Contract including these GTCP terminates upon such withdrawal.

The following shall cease neither as a result of withdrawal nor of any other method of termination of the Contract:

- a) claims for compensation for damage originating as a result of any breach of the Contract;
- b) claims resulting from liability for defects in goods;
- c) claims for the payment of contractual penalties originating as a result of any breach of the Contract;
- d) arrangements relating to the warranty and liability for defects;
- e) arrangements relating to a settlement between the Parties in the event of withdrawal;
- f) arrangements relating to the obligation not to disclose confidential information;
- g) arrangements relating to the choice of law and resolution of disputes;
- h) claims for damages; and
- i) other arrangements thus provided for under the applicable legal regulations.

#### **13. NON-DISCLOSURE OBLIGATION**

The Contractor shall deal with any information of the Customer which is not available in the respective business circles and constitutes important competitive facts in relation to the Customer's establishment as with business secrets. All such facts shall be deemed confidential information and the Contractor shall be obliged to keep such information secret.

The non-disclosure obligation as mentioned in this Article shall not apply to information:

- a) that has been, or become, generally and publicly available otherwise than through a breach of the provisions of this Article by the recipient of the information;
- b) that was known to the recipient and was freely available to it prior to the receipt of such information from the disclosing party; and
- c) the disclosure of which is required by the law.

The Contractor shall be obliged to bind all the persons to whom such confidential information is disclosed in accordance with this Contract to comply with the non-disclosure obligation under this Article.

Should the Contractor breach its non-disclosure obligation as defined in this Article, the Contractor shall indemnify the Customer for the damage incurred.

#### **14. OBLIGATION TO ARCHIVE**

The Contractor shall be obliged to keep all data concerning or resulting from the Contract for a period of 10 years from the date of the proper delivery of the subject of performance pursuant to the Contract. The Contractor shall be obliged to keep records on all approved resources used for the performance of the Contract, i.e. including, but not limited to, subcontractors, certificates, test certificates, and measurements, depending on the nature of the subject of performance under the Contract, including the relationship to the numbers of the delivery notes on the basis of which such performance was delivered. Such records must be complete and must be accessible to the Customer free of charge on request and the Customer shall be entitled to make extracts from or any copies of the records.

#### **15. SPARE PARTS**

Spare parts mean any parts of the subject of performance. In the event of the termination of the manufacture of any component of the subject of performance, the Contractor shall be obliged to inform the Customer thereof in writing.

#### **16. NOTICES**

Any notice shall be deemed delivered to the recipient on the date of receipt when delivered by fax, e-mail, or personal service, on the third working day after the sending of a notice by means of the postal services in the Czech Republic, and on the fifteenth working day after the sending of a notice abroad to the addresses mentioned in the Framework Agreement or Purchase Order or the confirmation of the Purchase Order or to the address registered in the Commercial Register or another register in which the addressee is entered.

The following documents shall be considered confirmations of the delivery of all notices to be exchanged between the Contractor and the Customer:

- a) in the case of delivery by fax, a message printed out by the fax machine that confirms delivery to the respective fax number as specified in the Framework Agreement or the Purchase Order or the confirmation of the Purchase Order with an error-free result;
- b) in the case of delivery by e-mail, a confirmation of the delivery to the respective e-mail address as specified in the Framework Agreement or in the Purchase Order or the confirmation of the Purchase Order;
- c) in the case of delivery in person, a written confirmation of receipt;
- d) in the case of delivery by post, a receipt certifying the sending of the consignment by registered post to the address specified in the Framework Agreement or the Purchase Order or to the address of the registered office recorded in the Commercial Register or in another register in which the addressee is entered.

#### **17. GOVERNING LAW**

These GTCP, as well as any and all Contracts concluded by and between the Contractor and the Customer, shall be governed by the laws of the Czech Republic.

#### **18. ARBITRATION**

All disputes arising from and in connection with the Framework Agreement and individual Contracts of Purchase, as well as from these GTCP, shall be decided finally by the Arbitration Court of the Chamber of Commerce of the Czech Republic and of the Chamber of Agriculture of the Czech Republic in compliance with its Rules by three arbitrators. The place of arbitration shall be the town of Zlín. The arbitration shall be conducted in Czech.

**19. PREVAILING VERSION**

Should any contradictions occur between the Czech and the foreign language wordings of these GTCP, the Czech version of these GTCP shall prevail.

**20. ENVIRONMENTAL PROTECTION**

Within the subject of performance for TES VSETIN a.s., the Contractor shall comply with the legal regulations applicable to environmental protection which describe in detail the individual components of the environment. The Contractor shall be obliged to ensure that the subject of performance that is delivered and the packaging comply with all the regulations applicable to the protection of the environment.

In the field of air protection, the Contractor shall use only vehicles with a valid technical inspection certificate, shall not operate any source of air pollution on the premises of TES VSETIN a.s. without notifying the management of the facility, and shall not use an open fire on the premises of TES VSETIN a.s. and its activities shall not result in any deterioration of the quality of the air.

The Contractor shall not, without being attended by a person authorised by the Customer and without the facility management being aware of that, bring any harmful substances (such as fuels, oils, etc.) onto the premises of the Customer and in any case shall always prevent their leakage/spillage into the soil and sewer system. When using drinking water, the Contractor shall use it sparingly.

In the field of handling waste, the Contractor shall dispose of the waste generated within the Contractor's activities at its own expense and in compliance with the Waste Act.

When handling hazardous chemical substances and agents, the Contractor shall be obliged to train the persons in handling the hazardous chemical substances and agents and ensure the safety data sheets of such substances and agents. The Contractor shall be obliged to provide staff with the necessary personal protective equipment and first aid means.

The Contractor shall enable the Customer to inspect the Contractor's activities. In case of non-compliance with the legal regulations applicable to environmental protection, the Contractor shall take adequate corrective measures. Should the Contractor fail to correct such non-compliance or in the event of repeated breaches of the legal regulations, the Customer shall be entitled to withdraw from the Contract.

If necessary, the Customer may determine in writing further specific terms and conditions applicable to the Contractor's activity on the premises of TES VSETIN a.s. in the field of environmental protection.

**21. FORCE MAJEURE**

Force Majeure means extraordinary circumstances that have occurred independently of the will of the Contractor and prevent it, temporarily or permanently, from fulfilling its obligations and that have occurred after the conclusion of the Contract and could not have been averted or overcome despite the Contractor making all the efforts that could be reasonably required from the Contractor by the Customer and that could not have been foreseen at the time when the Contract was concluded. Force Majeure includes, but is not limited to, natural disasters and other calamities, war, general mobilisation or civil war. On the other hand, delayed deliveries from subcontractors, insolvency, a lack of workforce or material, and, furthermore, any and all hindrances that occurred at the time when the Contractor was delayed in the performance of its obligations or occurred as a result of its economic situation shall not be deemed Force Majeure.

Should any Force Majeure occur, the time limits for the fulfilment of the obligations imposed upon the Parties by the Contract or these GTCP shall be extended by the period of duration of the Force Majeure. The Contractor is obliged to inform the Customer in writing about the occurrence and termination of an instance of Force Majeure without undue delay.

**22. GENERAL PROVISIONS**

The Parties undertake to inform each other about any change in their organisation and company transformations.

The payment of charges, taxes, and customs duties related to the fulfilment of obligations under the Contract shall be arranged and specified in the Purchase Orders; otherwise the delivery condition as mentioned above shall apply.

The Customer or third parties authorised by the Customer, as the case may be, shall be entitled, upon prior notice to the Contractor, to check directly the observance of the fulfilment of the obligations by the Contractor or its subcontractors at any time during normal working hours.

The Customer requires that the goods to be delivered to it be provided in compliance with the legal regulations that cover safety and health at work, while observing all environmental protection regulations, and respecting human rights and similar just or generally acknowledged requirements and rules.

Effective from 1 November 2023