

Wikov – General Business Terms and Conditions (Purchase)

version 2023/01 (in force from 1.1.2023)

(hereinafter also as „GTC“)

1. Validity of GTC

- 1.1. These GTC shall constitute an integral part of the Framework Purchase Contract (hereinafter also „FC“) or order or enquiry to which they are attached or referred to in it.
- 1.2. If, pursuant to the FC referred to in clause 1.1 of these GTC, individual Purchase Contracts are entered into, these GTC shall constitute an integral part of each such purchase contract.
These GTC shall also apply to any other purchase contracts concluded between the Seller on one side and any of the companies listed in Appendix No. 1 to these GTC (hereinafter also as “Wikov Group Companies” or individually “Wikov Group Company”) on the other side, if any of the listed Wikov Group Companies enters into such a purchase agreement as the Purchaser.
If any purchase contract defined in this point above is concluded between the Seller and any of the Wikov Group Companies, the provisions of these GTC become part of the contractual liability established by such purchase contract.
The provisions of these GTC are binding for the Seller even in cases where the Purchaser sends the Seller an enquiry, or the Seller responds to the Purchaser's enquiry in any way, without the parties having subsequently concluded a Purchase Contract. In such cases, the term Purchase Contract in the sense of the individual provisions of these GTC shall also include the enquiry, the term Purchaser shall also include the entity designated as the purchaser or customer in the enquiry, and the term Seller shall also include the entity designated as the seller or supplier in the enquiry.
- 1.3. In the event of contradiction between their provisions, the contractual documents have following priority:
 1. Purchase Contract
 2. Framework Purchase Contract, if concluded
 3. These GTC

I.e. the provisions of Purchase Contract are take precedence over the provisions of FC and/or GTC. The provisions of FC take precedence over the provisions of these GTC.

2. Definitions

- 2.1. "Delivery" of Goods shall have the meaning of handover of the goods as defined §2079 of the Czech law No. 89/2012 Coll., Civil Code, as amended (hereinafter also as “Civil Code”).
- 2.2. "Purchase Contract" shall mean a purchase contract entered into according to the provisions of the FC as provided in clause 1.1 of these GTC, and/or accepted order as provided in clause 1.1 of these GTC, and/or other purchase contract as provided in clause 1.2 of these GTC.
- 2.3. "Purchaser" shall mean the subject described as purchasing party in the Purchase Contract.
- 2.4. "Seller" shall mean the subject described as selling party in the Purchase Contract.
- 2.5. „Framework Purchase Contract“ or also „FC“ shall mean the framework purchase contract according to the clause 1.1 of these GTC.
- 2.6. „GTC“ shall mean these General Business Terms and Conditions (Purchase).
- 2.7. "Goods" shall mean goods which shall the Seller hand over to the Purchaser according to the Purchase Contract.

3. Conclusion of the Purchase Contract

- 3.1. The Seller may accept (confirm) any Purchase Contract proposal within 5 business days from the day on which it is sent by the Purchaser. The Purchaser is entitled to withdraw the proposal during the aforementioned period for the acceptance of the proposal prior to the official acceptance by the Seller. The Seller shall be obliged to accept (confirm) or reject the Purchase Contract proposal during the aforementioned 5-day period. The acceptance (confirmation) of the Purchase Contract proposal after the expiry of the aforementioned 5-day period constitutes conclusion of the Purchase Contract, unless the Purchaser informs the Seller within 5 business days from the acceptance (confirmation) of the Purchase Contract proposal that the Purchaser rejects this delayed acceptance (confirmation) of the Purchase Contract proposal.

4. Quantity, quality, workmanship and packaging of Goods

- 4.1. The quantity of the Goods delivered by the Seller to the Purchaser shall be consistent with the quantity stipulated in the Purchase Contract.
Should the quantity of the Goods delivered by the Seller to the Purchaser exceed the quantity stipulated in the Purchase Contract, no Purchase Contract shall be thought to have been entered into with regard to the excess Goods, even in case the Purchaser does not reject the excess Goods immediately after Delivery to the Purchaser.

- 4.2. The Seller shall be obliged to Deliver the Goods in the quality and workmanship according to the requirements explicitly stipulated in the Purchase Contract. If the requirements regarding the quality and workmanship of the Goods are not explicitly stipulated in the Purchase Contract, or are stipulated only partially, the Seller shall be obliged to Deliver the Goods in the quality and workmanship suitable for the intended purpose and use of the Goods.
Should the Seller not have at their disposal sufficient information regarding the intended purpose and use of the Goods, the Seller shall request such information from the Purchaser in due time.
- 4.3. In case when the Goods are manufactured according to the Purchaser's specifications, the Purchaser's prior consent to the technological process of production and/or the materials used is required. Any change in the process and/or material used is also subject to prior approval by the Purchaser.
- 4.4. Except for markings, inscriptions or symbols required by law and/or required or approved in writing by the Purchaser, the Goods or their packaging must not contain any other markings, inscriptions or other elements of an advertising or marketing nature (logo or name of the manufacturer, etc.). In the event of a breach of this provision, the Purchaser is entitled to payment of a contractual fine of CZK 10,000 by the Seller for each individual breach of this obligation. This provision shall not apply in cases where the Seller himself is not a manufacturer but is re-selling the Goods and such marking, inscriptions or symbols were performed by the manufacturer of the Goods, provided that it does not exceed the market common practice.
- 4.5. The Goods shall be marked in accordance with the provisions of the Hazardous Substances Act and/or the EC/EU directives for hazardous materials and/or preparations. The requirements of the REACH ordinance of the EC, as amended, or of the ordinances that replace these, if applicable, are to be complied with. The Seller is obligated to provide to the Purchaser with all the necessary information such as material safety data sheets, processing instructions, labelling specifications, health and safety measures, etc., including any amendments of these in due time before the Delivery.
- 4.6. The Purchaser is entitled to perform, during standard working hours, an inspection of the Seller's production process. Such inspection shall be carried out by the Purchaser's representatives or employees. The Purchaser shall notify the Seller of the date of the inspection at least 1 week in advance.
- 4.7. In case any office and/or other state or public authority marks the Goods as defective, it is considered between the Seller and the Purchaser that the Goods shall be deemed as defective and the Seller shall have obligations arising from faulty performance.
- 4.8. The Seller hereby claims, and is responsible for, the fact that the Goods do not in any way endanger the health of the Purchaser's employees or its customers. In case the health or life of these groups is affected, the Seller shall fully compensate them.
- 4.9. In case the Purchaser provides to the Seller any production tooling, these remain the property of the Purchaser. Such tooling shall be marked with the owner's name and may not be transferred or used by another entity and/or person and/or for another product without Purchaser's prior written consent. The Seller shall take care of the tooling with the care of a prudent businessman and shall assume responsibility for the functionality of the tooling, including normal wear and tear. The Seller may not do any modification of the tooling without Purchaser's prior written consent.
- 4.10. For the purpose of the transportation of the Goods, the Seller is obliged to pack or otherwise provide the Goods in a manner expressly stipulated in the Purchase Contract. In case the packaging and/or other arrangement for the Goods for transport is not expressly stipulated by the Purchase Contract, the Seller is obliged to pack or otherwise provide the Goods for transportation in a manner necessary for the preservation and protection of the Goods and in accordance to the best market practice for such Goods.
- 4.11. If the Goods are not packed or otherwise protected, in accordance with the provisions of clause 4.10 of these GTC, this fact shall constitute a defect due to which the Purchaser may reject the Goods. In addition, the Purchaser has the right to claim this defect and assert its rights arising from the Seller's faulty performance in accordance with the laws on product defects.
- 4.12. The Seller shall be obliged to deliver to the Purchaser, along with the Goods, all documents stipulated by the Purchase Contract and/or any and all documents which are generally provided with such Goods. The Seller shall be obliged to deliver to the Purchaser, along with the Goods, any and all documents which must be provided in accordance with the provisions of act 22/1997 Coll., on technical requirements on products, and the relevant implementing regulations. Should the Seller fail to provide these documents to the Purchaser, the Goods shall not be considered as properly delivered and the Seller shall be in default of the Delivery of the Goods.
- 4.13. For the purpose of this article 4 of these GTC, the term Purchase Contract shall also refer to drawings and technical documentation mentioned in and/or attached to the Purchase Contract.

5. Place of performance

- 5.1. The place of Delivery of the Goods by the Seller to the Purchaser shall be specified in each Purchase Contract.
- 5.2. If no place of Delivery of the Goods is specified in the Purchase Contract, the Goods shall be handed over at the premises of the Purchaser. In such case, the Seller's obligation to Deliver the Goods to the Purchaser shall be fulfilled by transporting the Goods to the premises of the Purchaser and handing them over to the Purchaser by the deadline specified in the relevant Purchase Contract or these GTC.

- 5.3. The Seller acknowledges the fact that the Purchaser does not necessarily have to inspect the Goods, in order to make sure they are perfect and without defects, immediately during or upon Delivery, but only when the Purchaser needs to use the Goods in its manufacturing, trading and/or similar processes.
The Purchaser shall notify the Seller of any defects to the Goods discovered during such inspection.
The contracting parties acknowledge the fact that the aforementioned notification of defects discovered during the said inspection shall constitute a timely notification of defects with regard to the preservation of all rights of the Purchaser arising from the Seller's faulty performance.

6. Performance time frame

- 6.1. The performance time frame is the period of time during which the Goods shall be Delivered between the contracting parties.
- 6.2. The performance time frame shall be specified by the Purchase Contract.
- 6.3. In case no performance time frame is explicitly specified in the Purchase Contract, the Seller shall be obliged to Deliver the Goods to the Purchaser within a reasonable deadline with regard to the nature of the Goods and the place of Delivery of the Goods.
- 6.4. The moment of the fulfilment of the Seller's obligation to Deliver the Goods to the Purchaser shall be the day of Delivery of the Goods.
- 6.5. If the Goods are not defective, the Purchaser shall be obliged to accept them from the Seller within the performance time frame.
- 6.6. Should the Seller be in default of the fulfilment of its obligation to Deliver the Goods, or any part thereof, to the Purchaser, the Purchaser shall have the right to claim a contractual penalty corresponding to 0.3 % of the purchase price of the Goods, as stipulated in the Purchase Contract, for each day of the delayed Delivery. However, this provision on contractual penalty does not affect the Purchaser's right to claim damages suffered by the Purchaser due to the failure on the part of the Seller to fulfil the obligation to Deliver the Goods in due time in accordance with the Purchase Contract.
- 6.7. Should the Seller fail to inform the Purchaser of an impending delay of the Delivery of the Goods, or any part thereof, without an undue delay after becoming aware of such risk, or at least 10 working days prior to the agreed-upon date of Delivery, as stipulated in the Purchase Contract, the Purchaser shall have the right to claim a contractual penalty from the Seller in the amount of CZK 1,000 for each day of the delay. This provision does not affect the Purchaser's right to claim contractual penalties and damages in accordance with the provisions of clause 6.6 of this GTC.
- 6.8. The Purchaser shall have the right to set off, on a unilateral basis, its claims towards the Seller regarding the penalty and/or damages arisen in accordance with the Purchase Contract including these GTC, even in such case when the Seller disputes the claim in terms of its amount or existence.

7. Purchase price

- 7.1. The purchase price shall be specified in the Purchase Contract.
- 7.2. Unless explicitly stated otherwise in the Purchase Contract, purchase prices do not include VAT. They do, however, include packaging fees if applicable and transportation and other costs incurred in relation to the Delivery of the Goods to the Purchaser.

8. Payment term of purchase price

- 8.1. The payment term, or the due date, of the purchase price shall be specified by the Purchase Contract and/or by the FC. If the payment term, or the due date, of the purchase price is not specified in the Purchase Contract and/or the FC, the payment term shall be 90 days from the delivery of the invoice (tax document) by the Seller to the Purchaser.
- 8.2. In case the due date of the purchase price is not expressly specified by the Purchase Contract, the Seller shall be entitled to issue their invoice (tax document) for the purchase price with the terms of payment specified in the Purchase Contract at the moment when the Seller hands over the Purchaser, and the Purchaser accepts, the Goods specified in the Purchase Contract, free of any defects, and including any and all certificates and/or other documents which the Seller is obliged to Deliver to the Purchaser, but not earlier than the date of the performance time frame according to the Purchase Contract. If the Purchase Contract stipulates the delivery of multiple pieces or items at one performance timeframe, the Seller may issue an invoice (tax document) only after the delivery of all such pieces or items. Earlier issuance of the invoice (tax document) is possible only with the prior written consent of the Purchaser.
- 8.3. The Purchaser is obliged to pay the purchase price within the payment term of such issued invoice (tax document). However, if the invoice (tax document) does not comply with the legal regulations for such tax documents or with the contractual agreement between the Purchaser and the Seller, the Purchaser shall be entitled to return the invoice (tax document) to the Seller with a request to issue a faultless invoice (tax document). In such case, the Purchaser is obliged to pay the purchase price to the Seller only within the payment term set by the Purchase Contract and calculated from the delivery of the faultless invoice (tax document) by the Seller to the Purchaser.
- 8.4. The Seller is entitled to send their invoices to the Purchaser either in paperless form with electronic signature/certificate (preferred), or in form of scan of duly signed document, sent to the e-mail address

designated for this purpose by the Purchaser; or in paper form, duly signed, sent to the address designated for this purpose by the Purchaser.

- 8.5. The date of payment of the purchase price in the case of wire transfer shall be the day on which the bank subtracts the amount of the purchase price from the account of the Purchaser in favour of the account of the Seller.
- 8.6. The Seller may not, without prior written consent of the Purchaser, assign any claim towards the Purchaser arising from the Purchase Contract, including any claim regarding the payment of the purchase price, to any third party.
- 8.7. If any Goods are found to be defective and the Purchaser informs the Seller of the defect, the term of payment of the purchase price of the said Goods shall be extended by the number of days between the date of such notice and the day on which the Seller fulfils their obligation arising from their faulty performance.

9. Defects and warranty of the Goods

- 9.1. The Seller grants to the Purchaser a warranty for the Goods delivered in accordance with the Purchase Contract.
- 9.2. By such warranty, the Seller undertakes towards the Purchaser that the Goods delivered in accordance with the Purchase Contract will, throughout the warranty period, be suitable for the intended use by the Purchaser and will retain the qualities specified in the Purchase Contract. If certain qualities of the Goods are not explicitly mentioned in the Purchase Contract, the Seller undertakes towards the Purchaser by such warranty that, throughout the warranty period, the Goods delivered in accordance with the Purchase Contract will retain their qualities needed for the intended use by the Purchaser.
Should the Seller feel that they do not have at their disposal sufficient information regarding the intended purpose of the Goods, the Seller shall request such information from the Purchaser in due time.
For the purpose of this clause, the term Purchase Contract shall also refer to drawings and/or other technical documentation mentioned in, or attached to, the Purchase Contract.
- 9.3. The warranty period is specified by the relevant Purchase Contract. If no warranty period is explicitly defined in the Purchase Contract, the warranty period shall be 48 months from the Delivery of the Goods to the Purchaser, but no longer than 24 months from the start of normal operation of the Goods, or of the start of operation of an assembly unit which the Goods is part of. For the purpose of this article, the normal operation shall not mean the test operation during which are the Goods itself, or as a part of an assembly unit, tested before the approval for its intended purpose.
- 9.4. The Seller shall be obliged to provide to the Purchaser, within two business days from the receipt of the Purchaser's notice of defect, their written response to the Purchaser's notification of the defect. The Purchaser shall allow the Seller to inspect the Goods which the Purchaser has found to be defective. The Seller shall inspect the Goods at their cost at the place where the Goods were located when the defect was discovered.
- 9.5. The Purchaser shall have the right to repair or replace the defective parts of the Goods on their own or through a third party, without the Seller's cooperation and without informing the Seller first and asserting their rights arising from the Seller's faulty performance. In such case, the Seller shall be obliged to reimburse the Purchaser for the expenses incurred with regard to the repair or replacement of the defective parts of the Goods upon the Purchaser's written request.
- 9.6. The Purchaser is entitled to choose from among several rights arising from the faulty performance, i.e. the right to have the defect repaired via delivery of a new or missing item, repair, reasonable discount, or withdrawal from the Purchase Contract without any limitations caused by the Seller's counteroffers or any period of time elapsed from the notification of the defect. In addition, the lapse of any period of time between the occurrence of the defect and its notification by the Purchaser to the Seller does not constitute the loss of the right of the Purchaser to any claim towards the Seller arising from the Seller's faulty performance; however, this does not affect the length of the warranty period or the statute of limitations of rights from faulty performance.
- 9.7. The Seller is obliged to fulfil their obligation corresponding to the Purchaser's right arising from the faulty performance within a reasonable period of time, in any event within 10 days from the receipt of the Purchaser's written notice informing the Seller of the Purchaser's decision regarding their right arising from the faulty performance.
- 9.8. Until the fulfilment of the obligation corresponding to the right of the Purchaser from faulty performance by the Seller, the Purchaser is not obliged to pay the Seller the unpaid part of the purchase price related to the defective Goods.
- 9.9. In the event that the subject of delivery or repeated deliveries is Goods of the same type and at least 10 % (but at least 3 pcs., or other units of measurement) of the Goods delivered during the last 12 calendar months have the same defect, such defect shall be regarded as a type defect and all Goods of the same type delivered so far shall be considered as defective. The Purchaser is entitled to exercise rights from liability for a type defect for all deliveries of Goods for which the warranty period has not expired by the date of the first appearance of the given defect or which were delivered after the first appearance of the defect. If the Purchaser does not specify another claim in relation to the part of and/or the entire defective delivery according to paragraph 9.6, the Seller is obliged to provide the Purchaser with a substitutional delivery of defect-free Goods within a reasonable period of time, but no later than 21 days.
- 9.10. Should the Seller be in default of the fulfilment of their obligation arising from faulty performance (obligation to repair a defect by delivering new or missing Goods, obligation to repair legal defects of Goods, obligation to

repair Goods, or obligation to grant a reasonable discount from the purchase price), the Seller undertakes to pay to the Purchaser a contractual penalty corresponding to 0.3 % of the purchase price of the respective Goods for each day of the delay with the fulfilment of their obligation arising from faulty performance.

However, this provision on contractual penalty does not affect the Purchaser's right to claim damages suffered by the Purchaser due to the Seller's failure to fulfil, in due time, their obligations arising from faulty performance pursuant to the relevant Purchase Contract.

- 9.11. The Seller is obliged to reimburse the Purchaser for the costs incurred with the inspection of individual defects, as well as investigation and removal of the causes of these defects, their notification to the Seller, and assertion and monitoring of fulfilment of rights arising from faulty performance, in the form of a lump-sum payment which shall amount to CZK 1,000 per occurrence.

In addition, the Seller shall reimburse the Purchaser for all costs incurred by the Purchaser in relation to the defects and inspection, verification and removal of these defects and their causes, as well as their notification to the Seller, and assertion and monitoring of the fulfilment of rights arising from faulty performance, if they exceed the abovementioned lump-sum payment.

10. Know-how, trade secrets, subcontractors

- 10.1. The entire technical documentation provided by the Purchaser to the Seller for the purpose of the production of the Goods in accordance with the Purchase Contract constitutes the Purchaser's exclusive intangible assets. All technical solutions and other solutions and processes depicted in the technical documentation are subject of the Purchaser's exclusive property.

- 10.2. Within the meaning of clause 10.1 of these GTC, the Seller may not make available or disclose the technical documentation to any third party or use it for the benefit of any third party. The Seller may only use the technical documentation for purposes related to the manufacture of Goods in accordance with the relevant Purchase Contract. In addition, the Seller shall be obliged to ensure the protection of the technical documentation, within the meaning of the provisions of clause 10.1 of these GTC, from unauthorised disclosure or misuse by the Seller's employees or any other person.

- 10.3. The Seller may provide or otherwise make available the technical documentation, within the meaning of the provisions of clause 10.1 of these GTC, to its suppliers only with prior written consent of the Purchaser. The Seller does not have an automatic right to this consent, even if the Seller needs the subcontract in order to fulfil its obligations arising from the relevant Purchase Contract.

- 10.4. All information about the Purchaser brought to the attention of the Seller in the course of performance of the Purchase Contract shall be deemed as confidential. The Seller may not disclose such information to any third party nor use it for itself for purposes unrelated to the performance of the Purchase Contract.

In addition, the Seller shall be obliged to ensure the protection of this confidential information from unauthorised disclosure or misuse by its employees or any other person.

The Seller undertakes to keep as confidential the content of the Purchase Contract and the fact that the contract was concluded.

- 10.5. The Seller may not employ other subcontractors for the purpose of the production or purchase of Goods, materials, components, software or resources needed for the production or assembly or operation of the Goods without prior written consent of the Purchaser.

The Seller may not change the subcontractors approved by the Purchaser without prior written consent of the Purchaser.

- 10.6. Throughout the performance of the Purchase Contract and during the warranty period granted in accordance with the Purchase Contract, the Seller shall be obliged to maintain a quality management system of the production of the Goods in scope and quality consistent with the specifications presented to the Purchaser in relation to the conclusion of the relevant Purchase Contract.

- 10.7. The Purchaser or persons authorised by the Purchaser shall be entitled to inspect, during regular business hours, the process of production of the Goods and the status of fulfilment of other obligations of the Seller arising from the relevant Purchase Contract, including obligations arising from faulty performance. The said inspection can take place in the manufacturing facilities of the Seller or the Seller's suppliers. The Seller is obliged to arrange these inspections for the Purchaser, if required.

- 10.8. The Seller is liable to the Purchaser for any and all damages incurred by the Purchaser due to any breach of the obligations stipulated by this article 10.

- 10.9. Provisions of this article 10 shall also be applied in adequate manner to information, know-how, trade secrets, etc. made available during the inquiry procedure, even in case the Purchase Contract is not concluded.

11. Disputes, governing law

- 11.1. Purchase Contracts, these GTC and all rights and obligations of the contracting parties arising from them shall be governed by the laws of Czech Republic.

- 11.2. All disputes arising from Purchase Contracts and/or in connection with them shall be finally settled by the Arbitration Court attached to the Economic Chamber and the Agricultural Chamber of the Czech Republic by three arbitrators, in accordance with its Rules. The arbitration proceedings shall take place in Prague.

12. Withdrawal from the contract

- 12.1. In case of any material breach by either party of its obligations arising from the Purchase Contract, including these GTC, and if this party fails to fulfil their obligation during a grace period granted by the other party, the other party is entitled to withdraw from the respective Purchase Contract.
The following situations constitute instances of such material breach of obligations:
- a) default of the delivery of the Goods lasting more than 10 calendar days,
 - b) handover of defective Goods, where the defects render impossible, or make very difficult, the use of the Goods for the purpose intended by the Purchaser,
 - c) employment of subcontractor by the Seller without prior written consent of the Purchaser, in violation of the relevant Purchase Contract or the provisions of Article 10 of these GTC.
- 12.2. Either party shall also have the right to withdraw from the Purchase Contract in case of insolvency or bankruptcy proceeding against the other party or in case of the loss of a licence to carry out business activities by the other party.
- 12.3. Should the Seller experience effects of a force majeure event due to which the Seller is unable to fulfil its obligations arising from the Purchase Contract in the agreed-upon way and within the agreed-upon deadlines for more than 1 month, the Purchaser shall be entitled to withdraw from the Purchase Contract.
Examples of force majeure events include earthquakes, war, massive fires, floods, etc.
Examples of force majeure events do not include situations such as strikes, shutdowns, lack of personnel or material, insolvency, or default on the side of subcontractors.
- 12.4. Withdrawal from the Purchase Contract in accordance with the clauses hereinabove of this article 12 renders the relationship established by the relevant Purchase Contract, including these GTC, null and void. If any partial performance of the Purchase Contract has already taken place, the withdrawing party may, subject to the fulfilment of the conditions of withdrawal in accordance with clauses hereinabove of this article 12, withdraw from the Purchase Contract in its entirety or just from the part of the contract which is yet to be performed.
With regard to this annulment of the relationship arising from the relevant Purchase Contract, the contracting parties shall mutually settle their respective rights and obligations in accordance with the applicable laws.
- 12.5. The Purchaser shall have the right to withdraw from the Purchase Contract at any time prior to the actual Delivery of the Goods by the Seller to the Purchaser; even without the occurrence of the situations referred to in clauses hereinabove of this article 12.
In such case the Purchaser shall be obliged to pay to the Seller the amount corresponding to the difference between the legitimate costs incurred by the Seller with regard to the production and Delivery of the Goods to the Purchaser up until the withdrawal from the Purchase Contract by the Purchaser and by the value of the Goods, or part thereof, already produced which can be economically exploited by the Seller (e.g. sold to another purchaser). The amount shall not exceed the purchase price according to relevant Purchase Contract.
The Seller is obliged to calculate, justify and prove the costs incurred to the Purchaser.
- 12.6. The Purchaser is also entitled to apply the provisions of clause 12.5 to withdrawal from the Purchase Contract with regard to the part of the contract which is yet to be performed.
- 12.7. The withdrawal from the Purchase Contract must be done in writing and must be delivered to the other contracting party.
- 12.8. Withdrawal from the Purchase Contract and the annulment of the obligation arising from the Purchase Contract shall not affect the right to claim damages caused by any breach of the Purchase Contract, and/or the right to claim contractual penalties in accordance with the relevant Purchase Contract or these GTC, and/or the provisions on jurisdiction and dispute resolution, as stipulated in the article 11 of these GTC, and/or the provisions on know-how and trade secrets, as stipulated in the article 10 of these GTC.

13. Final provisions

- 13.1. Any reference in the Purchase Contract to Incoterms is reference to International Commercial Terms – Incoterms 2020, unless explicitly stated otherwise in the Purchase Contract.
- 13.2. The contracting parties, as business entities, exclude the application of the provisions of § 1799 and § 1800 of act number 89/2012 Coll., Civil Code, as amended, on adhesion contracts.
- 13.3. The Seller assumes on himself the risk of a change in circumstances within the meaning of § 1765 para 2 of the Act No. 89/2012 Coll., Civil Code, as amended.
- 13.4. The Purchase Contract and FC, if concluded, and these GTC contain the entire agreement between the Seller and the Purchaser regarding their mutual rights and obligations regarding the Delivery of Goods. The Purchase Contract and FC, if concluded, and these GTC fully replace all previous agreements or arrangements between the Seller and the Purchaser regarding the Delivery of Goods.
- 13.5. Orders, cancellation of orders, rejection, or confirmation (acceptance) of orders, Purchase Contracts and other actions resulting from the Purchase Contract shall be made or concluded by the Purchaser or/and the Seller in writing and delivered to each other by e-mail (preferred), by postal service or in person. In the case of a legal transaction carried out by e-mail, each party is entitled to request the other party to send the original document sent by e-mail bearing, in the paper original, the handwritten signature of the relevant employee of the given contracting party, or request its scan. If the other contractual party does not comply with such request to send the document in question within 3 days, the legal action in question is deemed not to have been performed.
- 13.6. The Purchaser enters into the Purchase Contract to acquire Goods that the Purchaser needs to fulfil its obligation to deliver goods or carry out works for its client.

As a consequence of a default of the Seller on Delivery the Goods in due time, or of a fact that the Goods Delivered by the Seller are defective, or of another breach of obligations arising from the Purchase Contract by the Seller, the Purchaser may suffer losses substantially higher than the agreed-upon purchase price, be it due to the withdrawal by the Purchaser's client from a contract entered into with the Purchaser or due to the assertion by the client of their right to claim a contractual penalty for the Purchaser's default or delivery of defective products, etc.

The Seller has acknowledged this warning from the Purchaser.

Attachment Nr. 1 to the General Business Terms and Conditions (Purchase): Wikov Group Companies

For the purpose of these GTC, the Wikov Group Companies shall include:

- a) **Wikov Industry a.s.**
seat: Hvězdova 1716/2b, 140 78 Praha 4
Company ID: 27168531, VAT number: CZ27168531
- b) **Wikov MGI a.s.**
seat: Hvězdova 1716/2b, 140 78 Praha 4
Company ID: 26491826, VAT number: CZ26491826
- c) **Wikov Gear s.r.o.**
seat: Tylova 1/57, 316 00 Plzeň
Company ID: 47718617, VAT number: CZ47718617
- d) **Wikov Sázavan s.r.o.**
seat: Okružní 600, 285 22 Zruč nad Sázavou
Company ID: 48950874, VAT number: CZ48950874
- e) **BMRC Group s.r.o.**
seat: Hvězdova 1716/2b, Nusle, 140 00 Praha 4
Company ID: 45537011, VAT number: CZ45537011
- f) **DETAIL CZ s.r.o.**
seat: Žižkova 771, 394 68 Žirovnice
Company ID: 25170791, VAT number: CZ25170791
- g) **DETAIL PRODUKT s.r.o.**
seat: Žižkova 771, 394 68 Žirovnice
Company ID: 25191781, VAT number: CZ25191781
- h) **DETAIL PLUS s.r.o.**
seat: U Černého mostu 1011, 675 31 Jemnice
Company ID: 29246377, VAT number: CZ29246377