

## **Wikov – General Business Terms and Conditions (Works Acquisition)**

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 Works 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 Works Contracts are entered into, these GTC shall constitute an integral part of each such works contract.  
These GTC shall also apply to any other works contracts concluded between the Contractor 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 works contract as the Client.  
If any works contract defined in this point above is concluded between the Contractor and any of the Wikov Group Companies, the provisions of these GTC become part of the contractual liability established by such works contract.  
The provisions of these GTC are binding for the Contractor even in cases where the Client sends the Contractor an enquiry, or the Contractor responds to the Client’s enquiry in any way, without the parties having subsequently concluded a Works Contract. In such cases, the term Works Contract in the sense of the individual provisions of these GTC shall also include the enquiry, the term Client shall also include the entity designated as the client or customer in the enquiry, and the term Contractor shall also include the entity designated as the contractor or supplier in the enquiry.
- 1.3. In the event of contradiction between their provisions, the contractual documents have following priority:
  1. Works Contract
  2. Framework Works Contract, if concluded
  3. These GTC

I.e. the provisions of Works 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. “Works Contract” shall mean a works 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 works contract as provided in clause 1.2 of these GTC.
- 2.2. “Client” shall mean the subject described as client in the Works Contract.
- 2.3. “Contractor” shall mean the subject described as contractor in the Works Contract.
- 2.4. „Framework Works Contract“ or also „FC“ shall mean the framework works contract according to the clause 1.1 of these GTC.
- 2.5. „GTC“ shall mean these General Business Terms and Conditions (Works Acquisition).
- 2.6. “Works” shall mean making of certain things, eventually including the installation, or carrying out of the repair, maintenance, modification or measuring of the properties of things, which the Contractor undertakes to carry out on behalf of the Client in accordance with the relevant Works Contract.

### **3. Conclusion of the Works Contract**

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

### **4. Scope, quality, workmanship and packaging of Works**

- 4.1. The scope, quality and workmanship of the Works carried out by the Contractor on behalf of the Client shall be consistent with the quantity stipulated in the Works Contract.  
Should the scope, quality and/or workmanship of the Works carried out by the Contractor on behalf of the Client exceed the demands stipulated in the Works Contract, no Works Contract shall be thought to have been entered into with regard to the excessive part of the Works, even in case the Client does not reject the excessive part of the Works immediately after handover of the Works, or the subject of Works, to the Client.

- 4.2. If the requirements regarding the scope, quality and/or workmanship of the Works are not explicitly stipulated in the Works Contract, or are stipulated only partially, the Contractor shall be obliged carry out the Works in the scope, quality and workmanship suitable for the intended purpose and use of the Works, or the subject of Works. Should the Contractor not have at their disposal sufficient information regarding the intended purpose and use of the Works, or the subject of Works, the Contractor shall request such information from the Client in due time.
- 4.3. In case when the Works are carried out according to the Client's specifications, the Client'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 Client.
- 4.4. Except for markings, inscriptions or symbols required by law and/or required or approved in writing by the Client, the subject of Works or its 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 Client is entitled to payment of a contractual fine of CZK 10,000 by the Contractor for each individual breach of this obligation. This provision shall not apply in cases where the Contractor himself is not a manufacturer of the materials used for carrying out of the Works such marking, inscriptions or symbols were performed by the manufacturer of the materials, provided that it does not exceed the market common practice.
- 4.5. The subject of Works 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 Contractor is obligated to provide to the Client 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 handover of Works, or subject of Works.
- 4.6. The Client is entitled to perform, during standard working hours, an inspection of the Contractor 's production process. Such inspection shall be carried out by the Client 's representatives or employees. The Client shall notify the Contractor 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 Works, or the subject of Works, as defective, it is considered between the Contractor and the Client that the Works shall be deemed as defective and the Contractor shall have obligations arising from faulty performance.
- 4.8. The Contractor hereby claims, and is responsible for, the fact that the Works, or the subject of Works, do not in any way endanger the health of the Client's employees or its customers. In case the health or life of these groups is affected, the Contractor shall fully compensate them.
- 4.9. In case the Client provides to the Contractor any production tooling, these remain the property of the Client. 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 Client's prior written consent. The Contractor 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 Contractor may not do any modification of the tooling without Client's prior written consent.
- 4.10. For the purpose of the transportation of the subject of Works, the Contractor is obliged to pack or otherwise provide the subject of Works in a manner expressly stipulated in the Works Contract. In case the packaging and/or other arrangement for the subject of Works for transport is not expressly stipulated by the Works Contract, the Contractor is obliged to pack or otherwise provide the subject of Works for transportation in a manner necessary for the preservation and protection of the subject of Works and in according to the best market practice for such subject of Works.
- 4.11. If the subject of Works is 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 Client may reject the Works, or the subject of Works. In addition, the Client has the right to claim this defect and assert its rights arising from the Contractor's faulty performance in accordance with the laws on works defects.
- 4.12. The Contractor shall be obliged to hand over to the Client, along with the Works, all documents stipulated by the Works Contract and/or any and all documents which are generally provided with such Works. The Contractor shall be obliged to hand over to the Client, along with the Works, 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 Contractor fail to provide these documents to the Client, the Works shall not be considered as properly carried out and the Contractor shall be in default of the carrying out of and handover of the Works, or the subject of Works.
- 4.13. For the purpose of this article 4 of these GTC, the term Works Contract shall also refer to drawings and technical documentation mentioned in and/or attached to the Works Contract.

## **5. Place of performance**

- 5.1. The place of handover of the Works, or subject of Works, by the Contractor to the Client shall be specified in the Works Contract.
- 5.2. If no place of handover of the Works, or subject of Works, is specified in the Works Contract, the Works, or subject of Works, shall be handed over at the premises of the Client. In such case, the Contractor's obligation to hand over the Works, or subject of Works, to the Client shall be fulfilled by enabling the Client to handle the subject of Works at the premises of the Client by the deadline specified in the relevant Works Contract or these GTC.

- 5.3. The Contractor acknowledges the fact that the Client does not necessarily have to inspect the Works, or the subject of Works, in order to make sure they are perfect and without defects, immediately during or upon the handover of the Works, or the subject of Works, but only when the Client needs to use the Works, or the subject of Works, in its manufacturing, trading and/or similar processes.  
The Client shall notify the Contractor of any defects to the Works 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 Client arising from the Contractor's faulty performance.
- 5.4. If the Works Contract stipulates the Contractor's obligation to install the thing they have produced, repaired or modified, then the obligation of the Contractor to carry out Works on behalf of the Client is fulfilled by the proper carrying out of the installation.

## **6. Performance time frame**

- 6.1. The performance time frame is the period of time during which the Contractor shall carry out the Works on behalf of the Client, including the handover of the Works, or the subject of Works, to the Client.
- 6.2. The performance time frame shall be specified by the Works Contract.
- 6.3. In case no performance time frame is explicitly specified in the Works Contract, the Contractor shall be obliged to carry out the Works and hand over the Works, or the subject of Works, to the Client within a reasonable deadline with regard to the nature of the Works, or the subject of Works, and the place of the handover.
- 6.4. The moment of the fulfilment of the Contractor's obligation to carry out the Works on behalf of the Client shall be the day of the handover of the Works, or the subject of Works.
- 6.5. If the Works are not defective, the Client shall be obliged to accept them from the Contractor within the performance time frame.
- 6.6. Should the Contractor be in default of the fulfilment of its obligation to carry out the Works, or any part thereof, the Client shall have the right to claim a contractual penalty corresponding to 0.3 % of the price for carrying out of Works, as stipulated in the Works Contract, for each day of the delayed handover. However, this provision on contractual penalty does not affect the Client's right to claim damages suffered by the Client due to the failure on the part of the Contractor to fulfil the obligation to carry out the Works in due time in accordance with the Works Contract.
- 6.7. Should the Contractor fail to inform the Client of an impending delay of the carrying out of the Works, 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 carrying out, as stipulated in the Works Contract, the Client shall have the right to claim a contractual penalty from the Contractor in the amount of CZK 1,000 for each day of the delay. This provision does not affect the Client's right to claim contractual penalties and damages in accordance with the provisions of clause 6.6 of this GTC.
- 6.8. The Client shall have the right to set off, on a unilateral basis, its claims towards the Contractor regarding the penalty and/or damages arisen in accordance with the Works Contract including these GTC, even in such case when the Contractor disputes the claim in terms of its amount or existence.

## **7. Price for carrying out of Works**

- 7.1. The price for carrying out of Works shall be specified in the Works Contract.
- 7.2. Unless explicitly stated otherwise in the Works Contract, prices for Works do not include VAT. They do, however, include packaging fees, if applicable, and transportation and other costs incurred in relation to the carrying out and handover of the Works, or the subject of Works, to the Client.

## **8. Payment term of the price for carrying out of Works**

- 8.1. The payment term, or the due date, of the price for carrying out of Works shall be specified by the Works Contract and/or by the FC. If the payment term, or the due date, of the price for carrying out of Works is not specified in the Works Contract and/or the FC, the payment term shall be 90 days from the delivery of the invoice (tax document) by the Contractor to the Client.
- 8.2. In case the due date of the price for carrying out of Works is not expressly specified by the Works Contract, the Contractor shall be entitled to issue their invoice (tax document) for the price for carrying out of Works with the terms of payment specified in the Works Contract at the moment when the Contractor carries out and hands over to the Client, and the Client accepts, the Works, or the subject of Works, as specified in the Works Contract, free of any defects, and including any and all certificates and/or other documents which the Contractor is obliged to hand over to the Client, but not earlier than the date of the performance time frame according to the Works Contract. If the Works Contract stipulates the carrying out of multiple parts of the Works at one performance timeframe, the Contractor may issue an invoice (tax document) only after the handover of all such parts. Earlier issuance of the invoice (tax document) is possible only with the prior written consent of the Client.
- 8.3. The Client is obliged to pay the price for carrying out of Works 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 Client and the Contractor, the Client shall be entitled to return the invoice (tax document) to the Contractor with a request to issue a faultless invoice (tax document). In such case, the Client is obliged to pay the price for carrying out of Works to the Contractor only within the

payment term set by the Works Contract and calculated from the delivery of the faultless invoice (tax document) by the Contractor to the Client.

- 8.4. The Contractor is entitled to send their invoices to the Client 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 Client; or in paper form, duly signed, sent to the address designated for this purpose by the Client.
- 8.5. The date of payment of the price for carrying out of Works in the case of wire transfer shall be the day on which the bank subtracts the amount of the price for carrying out of Works from the account of the Client in favour of the account of the Contractor.
- 8.6. The Contractor may not, without prior written consent of the Client, assign any claim towards the Client arising from the Works Contract, including any claim regarding the payment of the price for carrying out of Works, to any third party.
- 8.7. If any Works are found to be defective and the Client informs the Contractor of the defect, the term of payment of the price for carrying out of Works of the said Works shall be extended by the number of days between the date of such notice and the day on which the Contractor fulfils their obligation arising from their faulty performance.

## **9. Defects and warranty of the Works**

- 9.1. The Contractor grants to the Client a warranty for the Works carried out in accordance with the Works Contract.
- 9.2. By such warranty, the Contractor undertakes towards the Client that the Works carried out in accordance with the Works Contract, or the subject of Works, will, throughout the warranty period, be suitable for the intended use by the Client and will retain the qualities specified in the Works Contract. If certain qualities of the Works are not explicitly mentioned in the Works Contract, the Contractor undertakes towards the Client by such warranty that, throughout the warranty period, the Works carried out in accordance with the Works Contract, or the subject of Works, will retain their qualities needed for the intended use by the Client.  
Should the Contractor feel that they do not have at their disposal sufficient information regarding the intended purpose of the Works, or the subject of Works, the Contractor shall request such information from the Client in due time.  
For the purpose of this clause, the term Works Contract shall also refer to drawings and/or other technical documentation mentioned in, or attached to, the Works Contract.
- 9.3. The warranty period is specified by the relevant Works Contract. If no warranty period is explicitly defined in the Works Contract, the warranty period shall be 48 months from the carrying out and handover of the Works, or the subject of Works, to the Client, but no longer than 24 months from the start of normal operation of the subject of Works, or of the start of operation of an assembly unit which the subject of Works is part of. For the purpose of this article, the normal operation shall not mean the test operation during which is the subject of Works itself, or as a part of an assembly unit, tested before the approval for its intended purpose.
- 9.4. The Contractor shall be obliged to provide to the Client, within two business days from the receipt of the Client's notice of defect, their written response to the Client's notification of the defect. The Client shall allow the Contractor to inspect the Works, or the subject of Works, which the Client has found to be defective. The Contractor shall inspect the Works, or the subject of Works, at their cost at the place where the Works, or the subject of Works, were located when the defect was discovered.
- 9.5. The Client shall have the right to repair or replace the defective parts of the Works, or the subject of Works, on their own or through a third party, without the Contractor's cooperation and without informing the Contractor first and asserting their rights arising from the Contractor's faulty performance. In such case, the Contractor shall be obliged to reimburse the Client for the expenses incurred with regard to the repair or replacement of the defective parts of the Works, or the subject of Works, upon the Client's written request.
- 9.6. The Client is entitled to choose from among several rights arising from the faulty performance, i.e. the right to have the defect of Works repaired via carrying out of a substitutional or missing Works, repair of the Works, or the subject of Works, reasonable discount, or withdrawal from the Works Contract without any limitations caused by the Contractor'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 Client to the Contractor does not constitute the loss of the right of the Client to any claim towards the Contractor arising from the Contractor'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 Contractor is obliged to fulfil their obligation corresponding to the Client's right arising from the faulty performance within a reasonable period of time, in any event within 10 days from the receipt of the Client's written notice informing the Contractor of the Client's decision regarding their right arising from the faulty performance.
- 9.8. Until the fulfilment of the obligation corresponding to the right of the Client from faulty performance by the Contractor, the Client is not obliged to pay the Contractor the unpaid part of the price for carrying out of Works related to the defective Works.
- 9.9. In the event that the subject of contract is multiple or repetitive carrying out of Works of the same type and at least 10 % (but at least 3 pcs., or other units of measurement) of the Works, or the subject of Works, carried out during the last 12 calendar months have the same defect, such defect shall be regarded as a type defect and all Works of the same type carried out so far shall be considered as defective. The Client is entitled to exercise



rights from liability for a type defect for all carried out Works for which the warranty period has not expired by the date of the first appearance of the given defect or which were carried out after the first appearance of the defect. If the Client does not specify another claim in relation to the part of and/or the entire defective Works according to paragraph 9.6, the Contractor is obliged to provide the Client with a substitutional delivery of defect-free Works within a reasonable period of time, but no later than 21 days.

- 9.10. Should the Contractor be in default of the fulfilment of their obligation arising from faulty performance (obligation to repair a defect of Works by delivering substitutional or missing Works, obligation to repair legal defects of Works, obligation to repair Works, or the subject of Works, or obligation to grant a reasonable discount from the price for carrying out of Works), the Contractor undertakes to pay to the Client a contractual penalty corresponding to 0.3 % of the price for carrying out of Works 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 Client's right to claim damages suffered by the Client due to the Contractor's failure to fulfil, in due time, their obligations arising from faulty performance pursuant to the relevant Works Contract.

- 9.11. The Contractor is obliged to reimburse the Client 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 Contractor, 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 Contractor shall reimburse the Client for all costs incurred by the Client in relation to the defects and inspection, verification and removal of these defects and their causes, as well as their notification to the Contractor, 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 Client to the Contractor for the purpose of the carrying out of Works in accordance with the Works Contract constitutes the Client's exclusive intangible assets. All technical solutions and other solutions and processes depicted in the technical documentation are subject of the Client's exclusive property.
- 10.2. Within the meaning of clause 10.1 of these GTC, the Contractor may not make available or disclose the technical documentation to any third party or use it for the benefit of any third party. The Contractor may only use the technical documentation for purposes related to the carrying out of Works in accordance with the relevant Works Contract. In addition, the Contractor 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 Contractor's employees or any other person.
- 10.3. The Contractor 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 Client. The Contractor does not have an automatic right to this consent, even if the Contractor needs the subcontract in order to fulfil its obligations arising from the relevant Works Contract.
- 10.4. All information about the Client brought to the attention of the Contractor in the course of performance of the Works Contract shall be deemed as confidential. The Contractor may not disclose such information to any third party nor use it for itself for purposes unrelated to the performance of the Works Contract.  
In addition, the Contractor shall be obliged to ensure the protection of this confidential information from unauthorised disclosure or misuse by its employees or any other person.  
The Contractor undertakes to keep as confidential the content of the Works Contract and the fact that the contract was concluded.
- 10.5. The Contractor may not employ other subcontractors for the purpose of carrying out of Works or for the production or purchase of materials, components, software or resources needed for the carrying out of or operation of the Works, or the subject of Works, without prior written consent of the Client.  
The Contractor may not change the subcontractors approved by the Client without prior written consent of the Client.
- 10.6. Throughout the performance of the Works Contract and during the warranty period granted in accordance with the Works Contract, the Contractor shall be obliged to maintain a quality management system of the production in scope and quality consistent with the specifications presented to the Client in relation to the conclusion of the relevant Works Contract.
- 10.7. The Client or persons authorised by the Client shall be entitled to inspect, during regular business hours, the process of carrying out of the Works and the status of fulfilment of other obligations of the Contractor arising from the relevant Works Contract, including obligations arising from faulty performance. The said inspection can take place in the manufacturing facilities of the Contractor or the Contractor's suppliers. The Contractor is obliged to arrange these inspections for the Client, if required.
- 10.8. The Contractor is liable to the Client for any and all damages incurred by the Client 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 Works Contract is not concluded.

**11. Disputes, governing law**

- 11.1. Works 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 Works 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 Works 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 Works Contract.  
The following situations constitute instances of such material breach of obligations:
  - a) default of the carrying out and handover of the Works lasting more than 10 calendar days,
  - b) handover of defective Works, where the defects render impossible, or make very difficult, the use of the Works, or the subject of Works, for the purpose intended by the Client,
  - c) employment of subcontractor by the Contractor without prior written consent of the Client, in violation of the relevant Works Contract or the provisions of Article 10 of these GTC.
- 12.2. Either party shall also have the right to withdraw from the Works 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 Contractor experience effects of a force majeure event due to which the Contractor is unable to fulfil its obligations arising from the Works Contract in the agreed-upon way and within the agreed-upon deadlines for more than 1 month, the Client shall be entitled to withdraw from the Works 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 Works Contract in accordance with the clauses hereinabove of this article 12 renders the relationship established by the relevant Works Contract, including these GTC, null and void. If any partial performance of the Works 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 Works 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 Works Contract, the contracting parties shall mutually settle their respective rights and obligations in accordance with the applicable laws.
- 12.5. The Client shall have the right to withdraw from the Works Contract at any time prior to the actual carrying out the Works and handover of the Works, or the subject of Works, by the Contractor to the Client; even without the occurrence of the situations referred to in clauses hereinabove of this article 12.  
In such case the Client shall be obliged to pay to the Contractor the amount corresponding to the difference between the legitimate costs incurred by the Contractor with regard to the carrying out of the Works on behalf of the Client up until the withdrawal from the Works Contract by the Client and by the value of the Works, or part thereof, already carried out which can be economically exploited by the Contractor (e.g. sold to another client). The amount shall not exceed the price for carrying out of Works according to relevant Works Contract. The Contractor is obliged to calculate, justify and prove the costs incurred to the Client.
- 12.6. The Client is also entitled to apply the provisions of clause 12.5 to withdrawal from the Works Contract with regard to the part of the contract which is yet to be performed.
- 12.7. The withdrawal from the Works Contract must be done in writing and must be delivered to the other contracting party.
- 12.8. Withdrawal from the Works Contract and the annulment of the obligation arising from the Works Contract shall not affect the right to claim damages caused by any breach of the Works Contract, and/or the right to claim contractual penalties in accordance with the relevant Works 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 Works Contract to Incoterms is reference to International Commercial Terms – Incoterms 2020, unless explicitly stated otherwise in the Works 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 Contractor 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 Works Contract and FC, if concluded, and these GTC contain the entire agreement between the Contractor and the Client regarding their mutual rights and obligations regarding the carrying out of the Works. The Works Contract and FC, if concluded, and these GTC fully replace all previous agreements or arrangements between the Contractor and the Client regarding the carrying out of the Works.
- 13.5. Orders, cancellation of orders, rejection or confirmation (acceptance) of orders, Works Contracts and other actions resulting from the Works Contract shall be made or concluded by the Client or/and the Contractor 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 Client enters into the Works Contract to acquire Works that the Client needs to fulfil its obligation to deliver goods or carry out works for its client.

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

The Contractor has acknowledged this warning from the Client.

**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