

GENERAL TERMS AND CONDITIONS FOR THE SALE OF GOODS AND SERVICES

ŽDAS, a.s.

Effective as of 1 February 2021

1. INTRODUCTORY PROVISIONS

- 1.1. These General Terms and Conditions (hereinafter referred to as '**the GTC**') are terms and conditions in the sense of Section 1751 of the Civil Code, the purpose of which is to regulate the relations based on Contracts concluded between the Supplier (company ŽDAS, a.s.) as a seller or contractor and the Client as a purchaser or customer, as well as the adjustment of the process leading to the conclusion of a relevant Contract.
- 1.2. These GTC, together with the terms and conditions agreed in a relevant Contract, represent complete agreement of the Parties on the conditions of sale, performance of work or provision of services and thus replace all previous oral or written agreements or proposals of the Parties. Should the GTC contain provisions deviating from the Contract, the provisions of the Contract shall prevail.
- 1.3. Only these GTC shall apply to the contractual relations arising from a Contract and the use of any other terms and conditions shall be excluded, unless the Parties expressly agree otherwise in a Contract.
- 1.4. Mutual relations between the Parties not regulated by these GTC shall be governed by the laws of the Czech Republic, in particular the Civil Code. In the event of a conflict, a Contract, including the GTC, takes precedence over the dispositive provisions of the Civil Code. Unless provided otherwise in the Contract, the United Nations Convention on Contracts for the International Sale of Goods shall not apply to the relationship between the Parties.
- 1.5. These GTC are available to the Client, inter alia, on the Supplier's website www.zdas.com; and the decisive version of the GTC shall be valid and effective as of the date of conclusion of the Contract for the rights and obligations of the Parties arising from the Contracts.

2. DEFINITIONS

- 2.1. Unless expressly stated otherwise in the Contract, the following terms beginning with capital letters in these GTC shall have the following meaning:
 - a) '**the Supplier**' is business company **ŽDAS, a.s.**, with its registered office at Strojírenská 675/6, Žďár nad Sázavou, postcode 591 01, Czech Republic, CRN 463 47 160, registered in the Register of Companies administered by the Regional Court in Brno, File No. B 766. B 766;
 - b) '**the Purchase Contract**' is a purchase contract concluded in accordance with Sections 2079 et seq. of the Civil Code between the Supplier as a seller and the Client as a purchaser. Through the Purchase Contract, the Supplier hereby undertakes, under the conditions of the Purchase Contract, to hand over to the Client the Goods that are the subject of purchase and allow the Client to acquire ownership, and the Client hereby undertakes to take over the Goods and pay the purchase price to the Supplier.
 - c) '**the Draft Contract**' means the Supplier's Draft Contract, which contains the essential requirements of the Contract, while these GTC are part of each draft Contract and are binding for both the Parties, unless expressly agreed otherwise;
 - d) '**the Civil Code**' means Act No. 89/2012 Coll., the Civil Code, as amended;
 - e) '**the Subject of Performance**' is the performance to be supplied by the Supplier to the Client, namely:
 - i. Goods, especially movables, which are the subject of purchase under the relevant Purchase Contract (hereinafter referred to as '**the Goods**'), or
 - ii. Work, in particular the manufacture of a thing, if not covered by a purchase contract, as well as maintenance, repair or modification of a thing, or activities with other results that is the subject of work under the relevant Contract for Work, or services or other subject of performance under another contract concluded between the Parties (hereinafter referred to as '**the Work**');
 - f) '**the Contract**' is a relevant contract between the Supplier and the Client, of which these GTC are a part, in particular the Purchase Contract, the Contract for Work or another contract concluded between the Parties, according to which the Supplier shall deliver the Subject of Performance to the Client, in the form of a framework contract or individual contracts;
 - g) '**the Contract for Work**' is a contract for work concluded in accordance with Sections 2586 et seq. of the Civil Code between the Supplier as a contractor and the Client as a customer, or another contract concluded between the Parties in accordance with which the Supplier is to deliver to the Client the Work or services or other subject of performance. Through the Contract for Work, the Supplier undertakes to perform the Work or to deliver services or other subject of performance to the Client at the Supplier's expense and risk under the conditions of the Contract for Work, and the Client undertakes to accept the Work and pay the price agreed in the Contract for Work.
 - h) '**the Parties**' or individually '**the Party**' means the Supplier and the Client as contracting parties to the Contract;

- i) **'the Technical Specification'** is a more detailed technical specification of the Subject of Performance under the Contract.
- j) **'the Client'** is a person in the position of a purchaser or customer or another similar position requesting the Subject of Performance from the Supplier, which the Supplier is to deliver to the person under the Contract;

3. ESTABLISHMENT OF CONTRACT AND ITS AMENDMENTS

- 3.1. The Contract shall arise when the Client accepts the Supplier's Draft Contract. Until the moment of establishing the Contract, the Supplier reserves the right to terminate negotiations on the Contract and shall not be responsible for the fact that the Contract will not be concluded.
- 3.2. Acceptance of the Draft Contract by the Client with any amendment or deviation to the Draft Contract or these GTC or with reference to terms and conditions other than these GTC, which change any conditions of the Draft Contract, shall be considered as a separate new draft Contract submitted by the Client, which must be explicitly accepted by the Supplier in order to establish the Contract. Therefore, provisions of Section 1740(3) and Section 1751(2) of the Civil Code shall not apply.
- 3.3. The Contract must be concluded in writing. The written form shall be preserved even in legal proceedings taken by electronic or other technical means enabling the capture of its content and the determination of a person acting. Sending a scan of the signed Draft Contract by e-mail or the confirmation of the acceptance of the Draft Contract by e-mail shall also be considered as acceptance of the Draft Contract by the Client. Alternatively, the Contract may be concluded by the Client through accepting the Draft Contract by acting in accordance with it by providing or accepting the performance under the Contract, in particular by paying the Supplier the price for the Subject of Performance or its part or an advance payment or providing the Supplier with the items necessary to provide the Subject of Performance.
- 3.4. The Client shall accept the Supplier's Draft Contract in accordance with the previous clause and deliver the signed Draft Contract to the Supplier's registered office or to the Supplier's contact person by e-mail within the period specified in the Draft Contract but no later than 10 hours from receiving such Draft Contract from the Supplier. If the Client accepts the Supplier's Draft Contract in accordance with the previous clause after 10 days from receipt of the Contract Draft from the Supplier, the Contract shall be established only if the Supplier subsequently confirms the conclusion of the Contract to the Client in writing (in paper form or by e-mail). In the event that a framework contract is concluded between the Supplier and the Client, which regulates the process of concluding partial contracts in a different way than these GTC, the provisions of such framework contract shall prevail.
- 3.5. Where reference is made in the Contract to a particular annex thereto, that annex shall be deemed to form an integral part of the Contract. Should the content of such annex be in conflict with the content of the Contract, the provisions of the Contract shall prevail.
- 3.6. All changes and amendments to the relevant Contract shall be in writing.
- 3.7. The Client shall assume the risk of a change in circumstances and thus waives their right to demand the resumption of negotiations on the Contract in accordance with the provisions of Sections 1765(1 and 2) of the Civil Code.

4. PRICE AND TERMS OF PAYMENT

- 4.1. The Client hereby undertakes to pay to the Supplier the price for the Subject of Performance specified in the Contract. As the Supplier is a VAT payer, they shall be entitled to add VAT to the price in the amount and rate in accordance with the valid and effective legal regulations.
- 4.2. The Supplier shall be entitled to demand from the Client, on the basis of an advance invoice, an advance payment of the price with a maturity period of fourteen (14) days, unless stipulated otherwise in the Contract, up to 100 % of the total price for the Subject of Performance. In the event of non-compliance with the due date of advance invoices by the Client, the Supplier shall not be obliged to deliver the Subject of Performance by the originally agreed date of performance, which shall be reasonably extended by the time for which the Client was late in paying the duly issued advance invoice. The terms of payment and the amount of advance payments requested from the Client shall be determined depending on the Client's classification within the internal system of terms of payment maintained by the Supplier, and the Client's classification shall be reviewed and updated regularly depending on the Client's payment obligations and any available information on the Client's financial situation.
- 4.3. A tax document (invoice) issued by the Supplier shall be the basis for payments. Unless agreed otherwise in the Contract, the maturity period of tax documents shall be fourteen (14) days from the date of their delivery to the Client.
- 4.4. For the purposes of the Contract, the day of payment of the price shall mean the day when the invoiced amount is credited to the bank account of the Supplier specified in the Contract. Should the Client be in delay with the payment of the price for the Subject of Performance or its advance payment according to the invoice issued by the Supplier, the Supplier shall be entitled to contractual interest on late payments in the amount of 0.05 % of the amount due for each day of such delay.
- 4.5. If the Client does not pay to the Supplier any payment under the Contract within the agreed maturity period or if the Supplier finds that there are and continue to be reasonable circumstances that reduce the reliability of Client's payments to the Supplier, especially if the Client is subject to encumbrance by their pledgee, or execution or insolvency proceedings or other similar proceedings are conducted against the Client, the Supplier shall be entitled to suspend the performance and delivery of the Subject of Performance that the Client has not yet paid, to make payable the existing receivables from the

Client and/or to require an advance payment and/or withdraw from the Contract till the time of payment of such receivables or till the payment of the price is secured in another sufficient and mutually agreed manner. In this event, the Supplier shall not be in delay with the delivery of the Subject of Performance and the Client shall not apply any sanctions against the Supplier or withdraw from the Contract for its breach.

- 4.6. Should the Client be in delay with the fulfillment of their obligations under the Contract, in particular in delay with accepting the Subject of Performance or its part or should the Supplier suspend the execution and delivery of the Subject of Performance due to reasons on the part of the Client (especially, but not exclusively, due to the Client's delay with the payments under the Contract on the due date or due to suspension of the performance of the Subject of Performance by the Supplier based on the Client's request), the Supplier may issue an advance invoice to the Client for the Subject of Performance even before delivery of the Subject of Performance to the Client or may issue an invoice or an advance invoice to the Client for partial price for the already performed part of the Subject of Performance or for the costs incurred in the execution of a part of the Subject of Performance, whereby the Client hereby expressly agrees with such invoicing of the price for the Subject of Performance or its part.

5. RESERVATION OF TITLE AND TRANSFER OF RISK OF DAMAGE

- 5.1. The Subject of Performance, if represented by the delivery of an item, shall remain the property of the Supplier till the total price of the Subject of Performance, including VAT, has been duly paid. If the Subject of Performance is supplied in parts for which the Client pays partial prices to the Supplier, this reservation of title shall apply only in relation to this part of the Subject of Performance.
- 5.2. Should the Client be more than 30 days in delay with the proper payment of the price for the Subject of Performance, including VAT, the Supplier shall be entitled to invite the Client to immediately hand over the already supplied Subject of Performance, and the Client shall be obliged to allow its removal by the Supplier at the Client's own expense if the nature of the Subject of Performance allows. In order to remove the unpaid Subject of Performance, the Client shall allow the Supplier access to the premises or buildings where the Subject of Performance is stored, its loading and removal. Any costs and damage incurred by the Supplier in connection with the removal of the unpaid Subject of Performance and its eventual dismantling shall be borne by the Client.
- 5.3. The risk of damage to the thing representing the Subject of Performance shall pass to the Client by accepting it or by handing it over to the first carrier, in accordance with the delivery clause agreed in the Contract or with other arrangements on delivery conditions agreed between the Parties in the Contract. In the event of a delay in the acceptance of the Subject of Performance by the Client, the risk of damage to the thing shall pass to the Client at the moment when the Supplier notifies the Client that the Subject of Performance is ready for acceptance.

6. DATE OF PERFORMANCE AND DELIVERY CONDITIONS

- 6.1. The Date of Performance indicates the day by which the Supplier is to deliver to the Client the Subject of Performance in accordance with the relevant Contract. The delivery date stated in the Draft Contract shall be binding for the Supplier if the Client accepts the Draft Contract and notifies the Supplier no later than 3 calendar days from the delivery of the Draft Contract, otherwise the Date of Performance shall be extended by the time that elapses from delivery of the Draft Contract to the Client till its acceptance by the Client, unless the Supplier subsequently confirms to the Client the original Date of Performance specified in the Draft Contract.
- 6.2. Observation of the Date of Performance specified in the Contract by the Supplier shall be conditioned by proper and timely payment of the price for the Subject of Performance or its advance payment or provision of proper and timely cooperation by the Client in the manner and under the conditions agreed in the Contract. The Date of Performance agreed in the Contract shall be extended by the duration of such delay on the part of the Client.
- 6.3. The Client hereby agrees that the Supplier may deliver the Subject of Performance to the Client at an earlier Date of Performance than specified in the Contract, unless expressly agreed otherwise in the Contract.
- 6.4. Unless agreed otherwise in the Contract, the Supplier may use subcontractors when providing the Subject of Performance.
- 6.5. The Supplier shall deliver to the Client the Subject of Performance without any legal and factual defects in accordance with the Contract and the Technical Specification in the agreed quantity, properties and design. Should the properties and design of the Subject of Performance not be agreed in the Contract, the Supplier shall deliver the Subject of Performance in the properties and design suitable for the usual purpose of its use.
- 6.6. Unless agreed otherwise in the Contract, the Supplier shall fulfill the obligation to deliver the Subject of Performance to the Client by its delivery by the Date of Performance specified in the Contract in accordance with the delivery conditions and delivery clause in accordance with INCOTERMS 2020 agreed in the Contract. Unless agreed otherwise in the Contract, the delivery clause in the Contract shall refer to the terms and conditions of INCOTERMS 2020. Unless agreed otherwise in the Contract, the delivery clause EXW INCOTERMS 2020 shall apply to the delivery of the Subject of Performance, the place of delivery being the Supplier's dispatch warehouse at ŽĎAS, a.s., Strojírenská 675/6, Žďár nad Sázavou, postcode 591 01, Czech Republic.
- 6.7. Together with the Subject of Performance, the Supplier shall deliver to the Client the documents explicitly stated in the Contract, or the documents necessary for the acceptance and normal use of the relevant Subject of Performance. Any defects in the documents submitted in this way or their non-submission shall not constitute defects of the Subject of Performance.

- 6.8. The Client hereby undertakes to confirm the handover of the Subject of Performance by signing a delivery note, which the Client shall submit immediately to the authorized representative of the Supplier or, if necessary, send it immediately to the address of the Supplier's registered office. In the event that the Supplier provides transport through a carrier, the handover of the Subject of Performance for transport shall also be confirmed on a relevant document of the carrier. In the event that the Client or the carrier refuses to confirm to the Supplier the acceptance of the Subject of Performance, the Supplier shall be entitled to refuse to hand over the Subject of Performance, in which case the Client shall be in delay with its acceptance. In the event that the Client does not hand over the signed delivery note to the Supplier or its authorized representative within 15 days or refuses to confirm to the Supplier the acceptance of the Subject of Performance, the Supplier shall be entitled to a contractual penalty of 0.05 % of the price of the Subject of Performance for each day starting the above-mentioned 15-day period and, in addition, to compensation for damage caused by this delay of the Client.
- 6.9. Unless agreed otherwise in the Contract and unless it contradicts the nature of the Subject of Performance, the Supplier may deliver the Subject of Performance in parts and the Client shall accept these partial deliveries of the Subject of Performance.
- 6.10. In the event that the Client does not accept the Subject of Performance in accordance with the Contract, the Supplier shall be entitled to demand fulfillment of this obligation and set an additional deadline and withdraw from the Contract after the useless expiration of such period or file an action at a competent court against the Client to fulfill the obligation to accept the Subject of Performance. Should the Client request the re-delivery of the Subject of Performance due to reasons on the Client's part, the Supplier shall be entitled to charge the Client any additional costs incurred by this repeated delivery.
- 6.11. Should the Subject of Performance have certain special properties or should it be supplied in a manner or under conditions that are not common in business relations between the Supplier and the Client, the Client shall notify the Supplier explicitly in writing of such requirements and the Supplier shall agree to such conditions.
- 6.12. Should the quality or performance of the Subject of Performance not be determined by the Contract, the Supplier shall deliver the Subject of Performance to the Client in quality and design for its usual purpose.
- 6.13. Should the Parties not agree on a special method of packaging the item representing the Subject of Performance, the Supplier shall be entitled, at their own choice, to provide it with the usual packaging suitable for dispatch and transport of the type of supplied item.
- 6.14. Should the Subject of Performance be the Work consisting of assembly, repair, maintenance or other activities that require access by the Supplier to a place designated by the Client, the Client shall ensure complete preparation of such place and create conditions to perform and complete the Work, including entry permit and parking space for the Supplier's employees, provision of indoor and outdoor areas for the performance of the relevant work, provision of energy and water supply, or other necessary actions to create a place suitable for the performance of the Work. Should the place specified by the Client not allow the performance of the Work, the date of delivery of the Work specified in the Contract for Work shall be postponed automatically by the period of interruption of performance of the Work due to unsatisfactory conditions at such a place, without violating the Contract for Work by the Supplier. In addition, the Supplier shall be entitled to charge the Client any costs incurred with the repeated departure of the Supplier's employees to the place of performance of the Work as a result of its previous unsuitability.
- 6.15. Should the Subject of Performance be the Work, the Client hereby declares that the use of drawings, samples and other documents submitted by the Client to the Supplier shall not infringe the rights of third parties and in the event that it happens, the Client hereby undertakes to indemnify the Supplier and release the Supplier from all third party claims arising from such a violation of the rights of third parties.

7. SUPPLIER'S LIABILITY FOR DEFECTS

- 7.1. The Supplier shall be liable for defects that the Subject of Performance has at the time of the transfer of the risk of damage to the items from the Supplier to the Client. The Subject of Performance is defective if its properties differ from the properties agreed in the Contract and the Technical Specification. Any defect in the Subject of Performance shall not entitle the Client to non-payment of any due part of the price of the Subject of Performance under the Contract.
- 7.2. Unless stipulated otherwise in the Contract, in order to exercise the right from defective performance in accordance with the Civil Code, the Client shall complain in writing about such a defect to the Supplier without undue delay (within 15 days) after finding it, but no later than 12 months from the day on which the Client accepted the Subject of Performance from the Supplier in accordance with the Contract or on which the Supplier allowed the Client to accept the Subject of Performance in case of the Client's delay with its acceptance, unless the Contract stipulates another deadline for claiming defects.
- 7.3. In the event of timely claim of defect, the Client shall have the right from defective performance and the Supplier shall satisfy this right at the Supplier's own discretion either by removing the defect of the Subject of Performance, delivery of a new or missing Subject of Performance (if it is an irreparable defect) or by providing a reasonable discount on the price of the Subject of Performance.
- 7.4. In the event that the Client exercises the rights arising from defective performance, the Supplier shall have a reasonable period of time to satisfy them due to the nature of the Subject of Performance, the defect found and the operational capabilities of the Supplier. The time limit for satisfying the right from defective performance shall not be shorter than 30 days from the date of exercise of the right from defective performance and handing over the Subject of Performance to the Supplier to settle the complaint.

8. SUPPLIER'S LIABILITY FOR DAMAGE

- 8.1. Unless stipulated otherwise in the Contract or the GTC, the Supplier's liability for damage shall be governed by the Civil Code.
- 8.2. The Supplier shall not be liable for any damage and defects that arise after handing over the Subject of Performance to the Client by unprofessional handling of the Subject of Performance, non-compliance with operating regulations, failure to perform routine maintenance or external events.
- 8.3. The Supplier shall not be responsible for the completeness and accuracy of the Client's documents (drawings, technical conditions, specifications, etc.), on which the Technical Specification is based or which were otherwise used by the Supplier for the purposes of performing the Subject of Performance.
- 8.4. The Supplier shall not be liable for defects of the Subject of Performance arising at any time after its delivery to the Client due to defects due to unprofessional or inappropriate handling, use contrary to the instructions for handling or usual handling, or for defects resulting from damage to the Subject of Performance due to normal mechanical wear.
- 8.5. The Supplier shall not be liable for any damage or lost profit that could arise to the Client due to non-delivery of the Subject of Performance by the originally agreed Date of Performance under the Contract as a result of the Client's delay in paying the amounts due under the Contract.

9. CONTRACTUAL PENALTIES

- 9.1. Unless stipulated otherwise in the Contract, in the event that the Supplier delivers the Subject of Performance with defects, the Client shall be entitled to a contractual penalty of 0.05 % of the price of the defective Subject of Performance, or of the partial price for the defective part of the Subject of Performance, if the Subject of Performance is delivered in parts, for each day of delay starting on the day following the expiry of the deadline for settling the complaint (rights from defective performance) exercised by the Client, provided that the Supplier within the period (at least 60 days from the expiry of the period for settling the complaint) does not eliminate the defects in the Subject of Performance or does not satisfy the complaint in any other way, even though the Client's complaint was asserted rightfully. The total amount of contractual penalties for the delivery of the Subject of Performance with defects shall not exceed 3 % of the price of the defective Subject of Performance, or of the partial price for the defective part of the Subject of Performance, if the Subject of Performance is delivered in parts.
- 9.2. Unless stipulated otherwise in the Contract, in the event that the Supplier is in delay with the Date of Performance under the Contract and does not deliver to the Client the Subject of Performance or its part even within an additional reasonable period based on the Client's request (at least 60 days from delivery), the Client shall have the right to a contractual penalty from the Supplier in the amount of 0.05 % of the price for the undelivered Subject of Performance, or of the partial price for the undelivered part of the Subject of Performance, if the Subject of Performance is delivered in parts, for each day of delay starting with the useless expiration of the additional reasonable period for delivery of the Subject of Performance. The total amount of contractual penalties for delay in delivery of the Subject of Performance or its part on the Date of Performance shall not exceed 3 % of the price of the undelivered Subject of Performance, or of the partial price for the undelivered part of the Subject of Performance, if the Subject of Performance is delivered in parts.
- 9.3. Unless stipulated otherwise in the Contract, should the Client be in delay with the fulfillment of the obligation to accept the Subject of Performance from the Supplier, the Supplier shall be entitled to a contractual penalty from the Client in the amount of 0.05 % of the price agreed for the Subject of Performance for each day of the Client's delay in fulfilling the obligation to accept the Subject of Performance starting on the first day of such delay. In addition to the contractual penalty agreed in this way, the Supplier shall be entitled to demand full compensation from the Client according to the actual amount (but at least 0.05 % of the price agreed for the unaccepted Subject of Performance), for each day of delay in accepting the Subject of Performance starting on the first day following the expiration of 1 month from the day when the Client was obliged to accept the Subject of Performance under the Contract. In addition to the contractual penalty and storage fee, the Supplier may also demand from the Client compensation for other purposefully incurred costs and damages incurred by the Supplier by breaching of the Client's obligation to accept the Subject of Performance by the Date of Performance under the Contract. Should the Client not accept the Subject of Performance even within 6 months from the moment when the Client becomes obliged to do so under the Contract, the Supplier shall have the right to destroy such Subject of Performance at the Client's expense according to the actual amount (but at least 100 % of the price of the Subject of Performance), even though the title to such Subject of Performance has already passed to the Client, with which the Client hereby expressly agrees.
- 9.4. Unless stipulated otherwise in the Contract, in the event that the Client has handed over to the Supplier the items necessary for the purposes of performing the Subject of Performance, which are to be returned to the Client after delivery of the Work, the Client shall accept these items from the Supplier together with the Subject of Performance. Should the Client not accept these items in time even within an additional period of 30 days from delivery of the Supplier's notice, the Supplier shall be entitled to a contractual penalty of 0.05 % of the price agreed of the relevant Subject of Performance for each day of the Client's delay in fulfilling the obligation to accept these items necessary for the purposes of performing the Subject of Performance. In addition to the contractual penalty agreed in this way, the Supplier shall be entitled to demand storage fees from the Client or may deliver these items to the Client at their expense or may destroy these items at the Client's expense, with which the Client hereby expressly agrees.

10. TERMINATION OF CONTRACT

- 10.1. Each of the Parties shall be entitled to withdraw from the Contract for the reasons stated in the Contract or the Civil Code. Unless expressly agreed otherwise in the Contract, the Client shall request the Supplier in writing to rectify before withdrawing from the Contract and provide the Supplier with an additional reasonable period of time (at least 60 days from the delivery of such request). Only if the Supplier does not arrange rectification even within this additional reasonable period, shall the Client be allowed withdraw from the Contract in writing.
- 10.2. Withdrawal from the Contract shall be in writing, justified and shall be signed by an authorized representative of the relevant Party and shall be delivered demonstrably to the other Party.
- 10.3. Withdrawal from the Contract shall not affect the claims of the injured Party for the payment of a contractual penalty, interest on late payments, if they have already occurred, or claims for damages arising from a breach of the Contract by the other Party. Withdrawal from the Contract shall not affect the provisions of the Contract or these GTC that, due to their nature, are binding on the Parties even after withdrawal from the Contract, in particular the provisions on the applicable law and the method of resolving disputes.

11. TRADE SECRETS

- 11.1. All the data contained in the Contract as well as any information, documents and other materials provided between the Parties in connection with the Contract that are not commonly available are trade secrets of the Parties and as such shall not be disclosed to third parties without the prior consent of the other Party.

12. FORCE MAJEURE

- 12.1. In the event that during the duration of the contractual relationship under the Contract, an independent, unpredictable and insurmountable obstacle arises, independently of the will of one of the Parties, which temporarily or permanently prevents one of the Parties from fulfilling its obligations under the Contract, the Parties hereby undertake to inform each other in writing about these obstacles as well as about their expected duration and to discuss further measures.
- 12.2. These obstacles are understood by the Parties as so-called force majeure circumstances, i.e. in particular restrictions resulting from government health protection measures, ordered quarantine of a plant or its employees, ordered ban on import and export to / from a country, occurrence of an infectious disease pandemic restricting plant operations, war, other riots of a similar nature, commercial, monetary, political or other measures of the authorities, natural disasters, etc., delay in the delivery of materials and components necessary for the production of the Subject of Performance, transport exclusions or delays, theft of the Subject of Performance during transport provided by the Supplier, production accident of equipment or its parts and similar events of force majeure, including decisions or instructions of the competent state authority, which will limit or prevent the fulfillment of contractual obligations under the Contract. However, such obstacles shall not contain obstacles arising from the Supplier's personal circumstances or arising at a time when the Supplier was in delay with the fulfillment of their obligations, nor obstacles that the Supplier was obliged to overcome under the Contract, nor the Client's insolvency or any circumstances leading to it.
- 12.3. The Party in which the circumstances of force majeure pursuant to this article have occurred shall not be liable for non-fulfillment of obligations under the Contract or for any delay for the period of their demonstrable duration. Should such circumstances of force majeure preventing the performance of the Contract last longer than 120 days, the Party in the favor of which fulfillment cannot be realized as a result of these circumstances, shall be entitled to withdraw from the Contract.

13. COMMUNICATION AND DELIVERY

- 13.1. The contact persons specified in the Contract, or members of the statutory body according to the status in the Register of Companies, shall be primarily entitled to mutual communication between the Parties in matters of the Contract, unless agreed otherwise between the Parties.
- 13.2. Mutual communication between the Parties under the Contract shall be delivered in one of the following ways:
 - through a postal service provider in the form of a registered letter;
 - by e-mail to the electronic addresses of the contact persons according to the Contract.
- 13.3. When delivering documents through a postal service provider, they shall be delivered to the last known address of the other Party. In case of doubt, it shall be considered that this is the last address officially communicated to the other Party, from which correspondence is normally received, or an address specified in the Contract.
- 13.4. In case of mutual delivering the Parties have agreed that registered mail sent by post to the other Party shall be delivered, if not accepted, on the third (3rd) day after the demonstrable sending of the mail to the other Party. In the event of personal delivering, the effects of delivery shall occur by accepting or refusing to accept the document.

14. PROTECTION OF PERSONAL DATA

- 14.1. The Client hereby acknowledges that the Supplier may, for the purpose of performing the Contract, process personal data concerning the Client (especially the personal data of the Client's contact persons – names and surnames, phone numbers, e-mail addresses, etc.). The processing of personal data is necessary for the conclusion and performance of the Contract. The Supplier further processes personal data for the purpose of their legitimate interests (i.e. for the purpose of enforcing the rights under this Contract and creating internal statistics and reports).
- 14.2. The Supplier may entrust the processing of personal data for the above purposes to a third party (processor), in particular persons within the Supplier's business group, the Supplier's business partners or persons performing a legal or economic audit of the Supplier.

- 14.3. The Supplier shall process personal data for the duration of this Contract and after its termination for a period required by applicable law or for a period necessary for the above purposes of personal data processing (but at least for 3 years from the date of termination of the Contract).
- 14.4. The Client's data subject shall have the following rights in connection with the processing of their personal data: the right to request access to such personal data, the right to correct or delete such personal data, the right to restrict processing, the right to data portability, the right to object to such processing and the right to lodge a complaint to a supervisory authority (the Office for Personal Data Protection of the Czech Republic).
- 14.5. More detailed information on the processing of personal data may be provided to the Client on the basis of the Client's request sent to the Supplier's contact e-mail: oou@zdas.cz.

15. FINAL PROVISIONS

- 15.1. The Client shall be obliged to immediately notify the Supplier of the fact that:
 - a) an insolvency petition has been filed against the Client;
 - b) execution proceedings have been instituted against the Client;
 - c) the Client decided on their cancellation with liquidation.
- 15.2. The Client shall not be entitled to assign their rights and obligations under the Contract to a third party without the written consent of the Supplier. The Client shall not be entitled to set off unilaterally its receivables from the Supplier against any receivables of the Supplier from the Client unless agreed otherwise in the Contract.
- 15.3. The Parties hereby declare that neither of them is a weaker party and that their mutual performance is not in gross disproportion.
- 15.4. All the disputes that may arise from or in connection with the Contract shall be resolved by the Parties primarily by mutual agreement and amicable settlement. If no agreement has been reached between the Parties on the amicable settlement of such disputes, the disputes shall be decided by the competent court of the Czech Republic in fact and place.
- 15.5. Should any provision of the Contract or these GTC later prove or be determined to be invalid, ineffective, apparent or unenforceable, then such invalidity, ineffectiveness, apparentness or unenforceability shall not cause the invalidity, ineffectiveness, apparentness or unenforceability of the GTC and the Contract as a whole. In such event, the Parties hereby undertake without further delay to further clarify or replace such invalid, ineffective or unenforceable provision by mutual agreement with a new provision which most closely corresponds, to the extent permitted by law, to the intention of the Parties at the time of concluding the Contract. The remaining provisions of the Contract and the GTC shall remain unaffected.