

GENERAL CONDITIONS FOR PURCHASE
applied between Fosfa a.s., as a customer, and its suppliers**1. Scope of application of these General Terms and Conditions of Purchase**

1.1 The Supplier and the company Fosfa a.s., ID No.: 001 52 901, VAT No.: CZ00152901, with registered office: Hraniční 268/120, 691 41 Břeclav - Poštorná, Czech Republic, registered in the Commercial Register at the Regional Court in Brno, file no. B 224, bank account: 17983293/0300, CZ60 0300 0000 0000 1798 3293, SWIFT: CEKOCZPP ("General Terms and Conditions"), which shall apply to all purchase contracts, work contracts, service contracts between Fosfa and the Supplier, including contracts for the supply of all related/supporting services (hereinafter: "Contract"), relating to the purchase of certain goods or services or the supply of work and concluded between Fosfa a.s., as the purchaser or customer and the other party as the supplier (hereinafter referred to as: "Supplier").

1.2 These General Terms and Conditions shall apply within the meaning of Section 1751 of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "Civil Code") as the exclusive general terms and conditions between the Customer and the Supplier and shall govern the relationship between them with respect to the purchase/subscription of goods and services or the supply of work (for simplicity, hereinafter referred to as the goods and services used or the goods/services), unless otherwise mutually agreed between the parties in writing. Any other general terms and conditions of the Supplier or terms and conditions of business drawn up by professional or interest organisations which differ from, conflict with or supersede these General Terms and Conditions shall be deemed to form part of the Contract between Fosfa and the Supplier in each individual case only to the extent that they have been expressly agreed and accepted in writing in advance by Fosfa. The Subscriber is bound by the high ethical standards expressed in the Subscriber's Code of Conduct published on its website. The Supplier undertakes to comply with the principles of this Code of Conduct.

1.3 In the event of a conflict between the individual contractual documents within the relationship between Fosfa and the Supplier, including the designation of addresses and account numbers, the mandatory provisions of the legislation of the Czech Republic shall prevail first, followed by the instructions of the Customer based on the Contract concluded between them, followed by the provisions of the Contract (if applicable, first the sub-implementation contract and then the framework contract) and finally the provisions of these General Terms and Conditions, in the order specified.

1.4 Any amendments, additions or supplements to these General Terms and Conditions must always be agreed by both parties in writing, otherwise they are null and void.

1.5 The Supplier acknowledges that the goods or services supplied are used by the Customer as part of its performance to its customers and the purpose of the supply of goods or services is therefore to fulfil the Customer's obligations to its customers properly.

1.6 As the Supplier's deliveries are part of the Customer's performance towards its customers, the Supplier shall also be liable for any direct or indirect damage or other harm caused to the Customer's customers or other third parties as a result of the Supplier's breach of duty. In the event that a claim for payment of such damage or injury is made against the Customer, the Supplier undertakes to indemnify the Customer in full.

2. Validity of the Contract between Fosfa and the Supplier and its conclusion

2.1 All rights and obligations arising from the legal relationship between the Customer and the Supplier are established by a written Contract, which contains all previous agreements and understandings of the parties relating to the subject matter of the Contract. In the event that the Contract is concluded in the form of acceptance of an offer prepared on the basis of the Customer's enquiry, the Customer shall be obliged to confirm the Supplier's offer within 20 working days, after which the Customer shall not be bound by its enquiry or the Supplier's offer, unless a longer period is specified in the offer for acceptance.

2.2 The Contract shall be signed on behalf of the Customer exclusively by its statutory bodies or persons expressly authorised by them. These General Terms and Conditions shall always form part of the Contract. Goods or services

supplied in breach of these General Terms and Conditions or the Contract shall not be accepted by the Customer and the Customer shall be entitled to return them at the Supplier's expense.

2.3 All oral commitments and promises made by the Customer prior to the conclusion of the Contract which have not been confirmed by this Contract shall not be deemed binding. Any oral agreements entered into between the Parties shall be superseded in their entirety by a written Contract.

2.4 Both the Customer and the Supplier acknowledge, within the meaning of Section 1729 of the Civil Code, that any negotiations (even partial contracts) that may have been initiated or are ongoing between them cannot be regarded as highly probable in terms of their conclusion and may be terminated by the Customer at any time without giving any reason, without being regarded as dishonest by either party.

2.5 The Supplier shall be responsible for ensuring that the goods/services are not encumbered by third party rights that would in any way restrict or prevent their acquisition by the Customer and their use. The Supplier is obliged to provide the goods with such packaging that ensures sufficient protection of the goods from damage, while ensuring their handling by normal means of handling.

2.6 The Supplier is obliged to ensure that the information given in the commercial register corresponds to the reality, in particular with regard to the registration of persons authorised to represent the Supplier, otherwise it is liable for the resulting damage. The Supplier shall provide the Customer, at the latter's request, with documents or declarations concerning the financial stability of the company, e.g. annual turnover, in particular if this is necessary to meet the legal obligations of the parties.

2.7 In the event that the Supplier does not expressly confirm the order within the period specified by the Customer, but delivers the goods/services specified in the order within that period, the Supplier shall be deemed to have accepted all the terms and conditions set out in the order and these General Terms and Conditions.

3. The passage of time as an essential element of contractual relations and alternative solutions

3.1 Time is of the essence and all time limits and dates specified in the Contract are fixed, final and binding. Any delay in delivery of the Goods/Services shall constitute a material breach of the Contract. The Purchaser shall have the right to reject any late delivery of the Goods/Services.

3.2 In the event that the Supplier discovers or foresees any problems with the fulfilment of the agreed delivery date or any other obligations under the Contract, the Supplier shall inform the Customer in writing without undue delay and propose a possible new delivery date or a new deadline for the fulfilment of such obligation.

3.3 In the event that (i) the Purchaser does not accept such newly proposed delivery date of the Goods/Services by the Supplier or (ii) the Supplier fails to deliver the agreed quantity of the Goods/Services on the newly agreed delivery date, the Purchaser shall be entitled to make a substitute delivery of the undelivered quantity of the Goods/Services from third parties of its choice ("Substitute Purchase"), either in whole or in part, in lieu of the original delivery.

3.4 In the event that the Purchaser makes a Replacement Purchase in accordance with these General Terms and Conditions, the Supplier shall pay the Purchaser damages in the amount of the difference between the purchase price of the undelivered (or defective) goods/services agreed in the Contract and the purchase price of the goods/services under the Replacement Purchase Contract.

3.5 Notwithstanding the foregoing, and notwithstanding the payment of any liquidated damages and/or interest for default, the Supplier shall at all times indemnify and hold harmless the Customer, its agents and employees, against any and all damages arising in connection with the supply of goods/services to the Customer and (co-)caused by the Supplier's and/or persons acting on its behalf, whatever the cause of such damages.

4. Delivery, Delivery Times and Unloading

4.1 Delivery of the Goods/Services shall be made from the relevant shipping point in accordance with the terms agreed in the Contract, which shall be interpreted in accordance with the INCOTERMS 2020 rules. Unless expressly agreed otherwise, deliveries of goods/services shall be made according to the delivery clause "DAP Breclav (Fosfa a.s.)".

4.2 Unless a fixed date for delivery of the goods/services is agreed in each case or unless such date has been expressly communicated to the Supplier by the Customer after the conclusion of the Contract, the Supplier shall make every effort to deliver the goods/services within the shortest possible time.

4.3 Unless otherwise expressly agreed in the Contract, the moment of delivery shall be deemed to be the moment when the Customer has been allowed to take over and dispose of the goods/services without defects at the Customer's plant in Breclav or at the place agreed in the Contract, and the Customer has confirmed the receipt of the goods/services in writing.

4.4 Unless otherwise expressly agreed in the Contract, the Supplier is not entitled to deliver the goods/services in partial deliveries or before the delivery date agreed in the Contract. The Purchaser reserves the right to refuse delivery of the goods/services and to return them to the Supplier at the Supplier's expense and risk in the event of delivery of the goods/services prior to the agreed date, in the event of delay by the Supplier in delivering the goods/services, or in the event of a failure by the Supplier in the agreed method of delivery of the goods/services. The Purchaser shall not be liable for any costs incurred by the Supplier in connection with the manufacture, installation, assembly or any other activity relating to the goods/services prior to their delivery to the Purchaser.

4.5 Unless otherwise expressly agreed, the Supplier shall be obliged to unload the delivered goods/services at the date and time booked by the Supplier for unloading in the Time Slot Control ("TSC") unloading window booking system at the location specified by the Customer. For deliveries not included in the TSC, the Supplier shall be obliged to unload the delivered goods/services at the pre-agreed date and time. The Supplier shall fulfil its obligation by handing over to the Purchaser's authorised person. Unless otherwise expressly agreed, delivery is not fulfilled by handing over the goods to the carrier. The Purchaser reserves the right to refuse delivery of the goods/services and to return them to the Supplier at the Supplier's expense and risk if the goods/services are not delivered during the Supplier's booked unloading date and time at the TSC or at the pre-agreed date and time or at the location designated by the Purchaser for this purpose.

4.6 The Supplier is obliged to ensure that for any goods with a limited shelf life, the guaranteed shelf life of a part greater than 15 % of the total shelf life of the relevant goods is not exhausted at the time of transfer of ownership of the goods to the Customer. If this permissible time limit is exceeded, the Parties shall agree on a solution within 14 days from the date of notification of this overrun by the Customer to the Supplier. If no agreement is reached, the Customer shall have the right to withdraw from the contract under which the goods were delivered, to the extent that the goods do not meet the agreed parameters, and the Supplier shall be liable to the Customer for damages incurred by the Customer by exceeding 15 % of the total expiry date of the goods.

4.7 The Supplier shall ensure that in the event of delivery of the goods/services to the Customer's premises/collection point, the Supplier's relevant personnel or the transporter engaged by the Supplier at the Customer's premises/collection point shall be subject to proof of identity and that such personnel shall observe a strict no smoking policy, the use of alcoholic beverages and other narcotic and psychotropic substances, prohibition of photography, occupational health and safety, fire regulations and policies, accident prevention policies, road safety rules and environmental protection measures and the instructions and directions on the Customer's information signs. Employees of the Purchaser or its contracted carrier must wear the prescribed personal protective equipment, i.e. protective work clothing (long trousers are required, short sleeves are allowed), sturdy work boots, protective gloves and a safety helmet. Protective goggles or shield must be used when handling hazardous chemicals and mixtures that are classified as corrosive.

In the event of a breach of these obligations, the Customer shall be entitled to expel the violators of these obligations from its premises/subscription point and withdraw their permission to enter the Customer's premises. At the same

time, the Supplier shall be liable to the Customer for all damages incurred by the Customer as a result of the breach of these obligations and the Customer shall not be liable for damages incurred by the Supplier or its authorised persons.

4.8 In the event that the Customer requests or the Customer and the Supplier have agreed that the collection and delivery of the goods will be arranged by the Customer, whether by the Customer's own transport or transport hired by the Customer, the Supplier shall, in the event that it cannot meet the delivery date set out in the Order/Contract, notify the Customer of this fact without delay, but no later than 3 days in advance so that the arranged transport can be cancelled by the Customer. The notification shall include the reasons for the delay and the alternative delivery date according to the INCOTERMS 2020 delivery parity chosen by the Customer. In the event of non-compliance with this obligation, **the Supplier shall be liable** for damages and costs incurred by the Customer in this respect. However, the Supplier's fulfilment of the obligation to notify the Customer of the impossibility to take delivery of the goods on time does not change the other consequences of late delivery (interest for late delivery, contractual penalty, replacement purchase, etc.).

5. Purchase price and its determination

5.1 The purchase price shall be the price stated in the Contract or the price agreed in the form of a confirmation of the offer or order by both parties.

5.2 The purchase price is set as a fixed price, it includes all related costs such as packaging, packaging, transport, insurance, bank charges for foreign payments, and does not include only the statutory VAT.

5.3 Any additional price change must be mutually agreed in writing by the parties.

5.4 Unless expressly agreed otherwise, the agreed purchase price is valid for the delivery of goods/services according to the DAP Breclav (Fosfa a.s.). The Supplier shall pay the packaging costs.

5.5 The invoiced weight of the goods delivered shall be determined at the place of delivery at the Customer's factory, unless the Customer requires certified weighing at the relevant place of dispatch.

6. Invoicing, Payment Terms, Credit

6.1 Unless otherwise agreed, the purchase price is payable within sixty (60) days from the delivery of the subject of performance without defects and deficiencies or at the moment of delivery of a duly issued invoice - tax documents of the Supplier, whichever is later, but only if the goods/services have been delivered to the Customer in time in accordance with Article 4.3 of these General Terms and Conditions. In the case of partial deliveries, the Supplier is entitled to issue partial invoices.

6.2 The Supplier shall be entitled to submit an invoice to the Customer for the goods received after confirmation of the Customer's proper acceptance of the faultless goods. The Contractor must always issue a separate invoice for each order, unless otherwise agreed. The invoice shall include the full Purchaser's order number and, if applicable, the Supplier's delivery note number. Invoices shall correspond to the details in the order in terms of description of the goods, price, quantity, order of items and item numbers. Invoices must be sent to the billing address provided by the Customer in the Purchase Order or to the email address fakturace@fosfa.cz in PDF format, where the moment of delivery of the invoice is deemed to be the delivery of the invoice to the Customer's email inbox. If the invoice does not contain all the elements of a proper tax document and all the required elements, the Customer shall be entitled to return the invoice to the Supplier and request the issue of a new invoice, whereby the issue and delivery of a new invoice without defects shall commence the new due date.

6.3 The Purchase Price shall be deemed to be paid on the date the relevant amount is sent from the Customer's bank account to the Supplier's bank account.

6.4 If the Supplier fails to fulfil any of its obligations under the Contract, in particular with regard to the delivery date and/or defects and quality of the goods/services, the Customer shall be entitled to suspend all payments to the Supplier under the Contract.

6.5 The Purchaser shall be entitled to set off any liability of the Purchaser to the Supplier or its affiliates against any claim which the Purchaser has

against the Supplier or its affiliates, irrespective of the nature of such liabilities and claims, without any limitation.

6.6 The Supplier grants the Customer's consent to proceed in accordance with § 109a of Act No. 235/2004 Coll. in justified cases, i.e. in the event that the Supplier requests payment, either in part or in full, to an account that is not published in the Register of Payers or is marked as an unreliable payer in this register. By confirming or actually accepting the order/subcontract, the Supplier agrees to this procedure, and the VAT paid into its account with the Tax Office will be considered as payment of its claim.

7. Quality, quantity and packaging of goods, returnable packaging

7.1 Unless otherwise agreed, the quality of the goods/services to be delivered is determined exclusively by the Customer's specification, which forms an integral part of the Customer's purchase order. If the quality of the goods/services to be supplied is neither specified by the Customer in the Purchase Order nor agreed in the Contract, the Supplier shall be obliged to supply the goods/services to the quality that the Customer could expect and that is necessary to achieve the Customer's purpose, if this purpose is known to the Supplier, otherwise to a medium quality.

7.2 If the subject of the performance is the provision of services to the Customer, the Supplier is obliged to provide these services in accordance with the interests of the Customer, which are known or should have been known to the Supplier. The Supplier undertakes to provide these services with professional care and to a high professional standard. The Supplier shall notify the Customer of any circumstances which it has discovered in the performance of the subject matter of the Contract and which may affect any change in the Customer's instructions. The Supplier shall be entitled to entrust third parties with the performance of the subject matter of the Contract, in whole or in part, only if the Customer has given its express consent. The Supplier shall be liable for damage to items handed over to it by the Customer for the performance of the subject matter of the Contract, unless it could not have prevented such damage even with the exercise of professional care. Unless otherwise specified, the Purchaser shall not be obliged to reimburse the Supplier for costs incurred by the Supplier in the performance of the subject matter of the Contract, unless it is clear from their nature that they are not already included in the price and the Purchaser has confirmed the payment of such costs. The Supplier shall not be entitled to reimbursement for costs that have not been incurred efficiently and effectively.

7.3 In the case of bulk deliveries, transport of goods by truck or transport of goods in ISO-tanks, the Supplier shall be entitled to deliver the goods with a permitted deviation of the delivered quantity within a range of plus or minus five percent (+/- 5 %) in relation to the ordered quantity. If a measurement/weighting error of more than 0.3% is proven, the Supplier shall accept the Purchaser's determination of the quantity delivered. The Supplier shall issue a corrective tax invoice for the difference in the goods delivered if the Customer requests a correction and/or can record the difference in quantity and make a settlement in future deliveries.

7.4 The method of packaging of the goods must always and exclusively be determined by the Contract. The Supplier shall not be entitled to deliver the Goods to the Customer (i) contrary to the packaging terms agreed in the Contract or (ii) in the absence of an agreement on the method of packaging in the Contract. In the absence of an agreement on the method of packaging of the Goods in the Contract, the Supplier shall contact the Customer without undue delay to determine the method of packaging of the Goods.

7.5 The Supplier undertakes to provide the Customer with copies of all relevant licence agreements relating to the Goods together with the delivery of the Goods. Each delivery of Goods shall also include (a) a bill of lading which shall at all times include at least (i) the subject Contract number on the Customer's records, (ii) the specification of the Goods, (iii) the quantity to be delivered, and (iv) the date of delivery, (b) a quality certificate, and (c) a delivery note. Each delivery of Goods in a tanker truck shall be accompanied by (or provided by the Supplier with) a certificate from a certified cleaner stating that the tanker has been cleaned before loading the Goods, in addition to other transport documents.

7.6 Unless otherwise requested by the Customer, the Goods must be delivered only on EUR pallets or CHEP pallets (hereinafter referred to as "pallets") and in agreed returnable packaging according to the applicable

standards. In the event of deliveries on damaged pallets or in other than the agreed transport packaging, the Supplier shall be obliged to reload the Goods upon delivery. However, the Customer shall remain unaffected by the right not to accept the defective delivery and/or delivery in damaged or other than agreed packaging or to return it to the Supplier, provided that all related costs and damages, including contractual penalties and interest for late/replacement delivery, shall be payable by the Supplier to the Customer on the basis of the relevant invoice. In the event that the Supplier arranges for the distribution of the goods through a third party, the Supplier hereby undertakes to ensure that all issues relating to returnable packaging are resolved between the Supplier and such third party and shall not be of any burden to the Customer. Value added tax will be applied to returnable packaging in accordance with Act No. 235/2004 Coll., on Value Added Tax, as amended. The Supplier is obliged to remove all returnable packaging from the Customer free of charge.

7.7 In the case of deliveries to the Customer's delivery points, pallets and other returnable packaging remain the property of the Supplier and the Supplier will not invoice the Customer for them. The Supplier is obliged to arrange directly with the warehouse operator for the collection of pallets and other returnable packaging by exchange. In the event that the Supplier does not immediately remove the pallets and other returnable packaging and leaves them in the Customer's central warehouse, the Supplier shall have a period of 14 days from the date of the relevant delivery to remove them or shall notify the Customer within the same period of time of the method and date of disposal. Upon expiry of this period, ownership of such returnable packaging shall automatically pass to the Customer free of charge as residual waste.

7.8 In the case of deliveries of goods of a type that are subject to the obligation to take back products under the Waste Act, the Supplier shall be obliged to remove such goods from the Customer at its own expense or to arrange for free removal by a third party.

8. Warranty

8.1 The Supplier hereby represents, warrants and guarantees to the Customer that the Goods supplied (a) are suitable for the intended use and are new, merchantable, of appropriate quality/quality and free from defects, (b) exactly meet the Customer's requirements, conforms to the approved samples and all other requirements under the Contract, (c) is free from encumbrances of third party rights, (d) has been designed, manufactured and supplied in accordance with all relevant legislation, and (e) is supplied with all information and instructions necessary for its proper and safe use.

8.2 The Supplier hereby represents, warrants and undertakes to the Customer that the Goods and/or the Customer's use thereof do not infringe any domestic or foreign patent, copyright, trade secret, trademark or other intellectual property rights of third parties.

8.3 The warranty period for which the Supplier shall be liable to the Customer for defects and for the quality of the goods/services shall, unless otherwise agreed, be 36 months from the date of acceptance of faultless goods/services by the Customer and shall commence from the date of handover of the goods/services. The agreed warranty period is without prejudice to the Supplier's minimum statutory liability for defects in the goods/services. With regard to the notification of defects by the Customer "without undue delay", then, in view of the need for verification and description of defects, the period of "notification without undue delay" is deemed to be 90 days from the date of discovery of the defect by the Customer. Other claims and rights of the Customer against the Supplier under the Contract and these General Terms and Conditions or by law shall remain unaffected.

9. Claims of the Customer for defects in the goods and claims

9.1 In the event that the goods/services delivered to the Customer are defective or incomplete, the Supplier shall, within the replacement period specified by the Customer, deliver to the Customer the missing part of the goods/services and replacement goods/services for the defective goods/services, properly and without defects ("Replacement Performance"). In the event that the Purchaser notifies the Supplier that it is no longer interested in the Replacement Performance, the Supplier (a) shall not be entitled to provide the Purchaser with the Replacement Performance and (b) shall be obliged to pay compensation to the Purchaser in accordance with Art. 3.4 and 3.5 of these General Terms and Conditions and the Supplier shall be obliged

to take back all defective Goods from the Customer without undue delay and the Supplier shall bear all costs for the return of the defective Goods, their testing and any Replacement Performance, in particular the costs of transport, labour and necessary equipment.

9.2 In the event that (a) the Customer is not interested in the Replacement Performance and has notified the Supplier of this fact in accordance with Article 9.1 (i), or (b) the Supplier fails to deliver the Replacement Performance to the Customer within the Replacement Period, the Customer shall be entitled to make a Replacement Purchase and to claim compensation from the Supplier in accordance with Articles 3.4 and 3.5 of these General Terms and Conditions and to withdraw from the Contract concluded with the Supplier.

9.3 Clauses 9.1 and 9.2 shall not preclude the Customer from making a claim for repair of defective goods and/or for a reasonable discount.

9.4 In the event that the carrier does not wait for inspection of the delivered goods and/or such inspection is not possible, the Customer shall be entitled to complain to the Supplier about apparent defects within 14 working days from the date of receipt of the goods.

9.5 Goods that the Customer is not interested in and are in the possession of the Supplier in the context of a claim, the Customer is entitled to return at any time at the Supplier's expense, but is not obliged to do so until the related purchase price and related fees and costs have been refunded.

10. Contractual penalties and interest for late payment and damages

10.1 In the event of delay by the Supplier in delivery of the goods/services, the Customer shall be entitled to demand and the Supplier shall thereafter be obliged to pay the Customer a contractual penalty of 0,4 % of the price of the undelivered goods/services for each day of delay, including the day of delivery of the goods/services. Payment of the contractual penalties shall be without prejudice to the Customer's right to compensation.

10.2 In the event of default by the Customer in payment of the purchase price of the Goods/Services in breach of the Contract or these General Terms and Conditions, the Supplier shall be entitled to demand and the Customer shall thereafter be liable to pay to the Supplier default interest at the rate of 0.04 % on the price of the Goods/Services duly delivered, invoiced and unpaid for each day of delay, including the day of payment. The Purchaser shall only be liable for such damages as are proven to the Purchaser and which exceed the sum of the price paid and the contractual penalty.

10.3 In the event of a breach of the obligations referred to in clause 4.7, the Customer shall be entitled to demand and the Supplier shall then be obliged to pay the Customer a contractual penalty of CZK 1,000 for each individual breach.

10.4 The contractual penalty shall be applied to the other party in the form of a written notice, together with an invoice with a 14-day due date from the date of its issue, provided that the Customer is entitled to apply the full amount of the contractual penalty against the Supplier also in the form of a unilateral set-off against the claims of the Supplier.

10.5 If the Supplier's obligation to indemnify the Customer is set out in these General Terms and Conditions and/or such obligation arises from any other agreement between the Supplier and the Customer, indemnity means indemnification of the Customer against any liabilities, losses, damages, penalties, claims, actions, taxes, obligations, disputes, expenses and costs (including reasonable attorney's fees, costs and expenses of investigation) suffered by the Subscriber and which are in any way related to and/or arise out of the direct or indirect breach of any representation, warranty and/or obligation of the Supplier under the Quotation, the Purchase Order or the Contract, as the case may be. The Supplier also undertakes to pay to the Purchaser, in the event of the Supplier's breach of the provisions of the quotation, order or Contract, as the case may be, whether material and/or immaterial, damages representing the difference between the price payable under the quotation made, order confirmed or Contract, as the case may be, for the goods/services supplied and the price agreed in the Replacement Purchase, between the Purchaser and the third party, in the event that the Purchaser makes a replacement purchase of the goods/services.

11. Limitation of liability for damages

11.1 In no event shall the Purchaser be liable to the Supplier or any third party for any damages whatsoever, or for special, incidental, indirect or consequential damages or loss of profits, except as agreed by the parties.

11.2 The period within which claims may be made against the Customer for any legal reason shall be 6 months from the date of delivery of the goods/services and in the case of claims arising from tortious conduct, the period shall be 12 months from the date on which the Supplier became aware or should have become aware of the grounds for the claim and the person responsible, provided that the Supplier's gross negligence did not also give rise to the claim.

12. Transfer of title and transfer of risk of damage

12.1 The Customer shall acquire title to the goods/services at the time of delivery.

12.2 The risk of damage shall pass from the Supplier in accordance with the agreed INCOTERMS 2020 delivery clause.

13. Force Majeure

13.1 Any circumstance excluding liability ("Force Majeure") such as unforeseeable interruption of production, transport or supply, fire, explosion, natural disaster, flood, drought, unforeseeable shortage of labour, energy, raw materials or supplies, strike, work stoppage by employees, war, political unrest, act of terrorism, epidemic or pandemic, governmental regulation, or other impediment beyond the control of the Purchaser that impairs, delays or prevents production shall relieve the Purchaser of its responsibility to perform its performance (purchase) obligations under the Contract for the duration of such Force Majeure. The Purchaser shall notify the Supplier of this fact within 14 days of the date of the Force Majeure.

13.2 In the event that the Force Majeure lasts for more than six (6) weeks and such interruption or limitation of production is deemed by the Customer to be severe, the Customer shall be entitled to withdraw from the Contract in whole or in part. For the duration of the Force Majeure, all deadlines for performance shall be extended or postponed for the duration of the Force Majeure and a reasonable period of time to resume production.

14. Instructions, documents supplied with the goods, necessary official authorisations, obligations under the "REACH" Regulation

14.1 The Supplier shall properly instruct the Customer on the conditions of storage and handling of the Goods.

14.2 The Supplier is obliged to obtain in due time from the competent authorities both in the Czech Republic and in all other countries of delivery of goods/services to the Customer all permits or other decisions necessary for the performance of the framework purchase agreement and partial purchase agreements, regardless of whether the need for such permits or other decisions was determined before or after the conclusion of the Agreement.

14.3 The Supplier is obliged to provide the Customer with instructions for use in the Czech language at the latest with the delivery of the goods, if the delivered goods do not have such instructions directly on the packaging of individual items of products intended for separate sale, as well as documents proving that the goods meet all requirements imposed on them by hygiene and safety regulations and standards, legal regulations and standards governing technical requirements for products, including technical requirements imposed on individual types of goods (e.g. These include the technical requirements for goods, such as toys, aerosol dispensers or cosmetics, as well as legislation relating to chemicals and other similar substances and preparations (e.g. safety data sheets), legislation relating to food and tobacco products and legislation relating to restricted medicines, and other legislation and standards governing more specific conditions or requirements for a particular type of goods, as well as any other conditions under any other legislation or standards governing the handling of a particular type of goods.

14.4 The Supplier shall be responsible for ensuring that all goods/services supplied by it meet the conditions and criteria set out in legislation and standards, i.e. in particular legislation and standards governing consumer protection and technical requirements for products, including technical requirements for the relevant type of goods (e.g. toys, cosmetics - here EC Regulation 1223/2009 or aerosol dispensers), hygiene and safety regulations and standards, legislation or standards relating to chemicals and preparations, food and tobacco products, reserved medicines, as well as other goods for

which the legislation or standard sets out more specific conditions or criteria. The Supplier shall also always be responsible for compliance with the obligations laid down in the legislation or standards regarding the handling of certain goods.

14.5 The Supplier is obliged to be involved in the packaging recovery system in accordance with the relevant legislation and standards governing packaging and its management and is obliged to prove to the Purchaser, no later than upon delivery of the goods, that the packaging of the goods supplied complies with the requirements under the relevant legislation and standards.

14.6 In the event that the Supplier breaches any of its obligations under Article 14, paragraphs 14.1 to 14.5 in conjunction with paragraphs 14.7 and 14.8, or if false or incomplete information is given in the documents submitted and presented to the Customer, or if the goods are incorrectly classified, the Supplier shall be liable to the Customer in full for any damage incurred by the Customer as a result.

14.7 Where reference is made to legislation and standards in this clause, it is intended to include both Czech legislation and standards and EU legislation, standards, regulations and directives.

14.8 The Supplier undertakes to comply with all of its obligations under the Regulation of the European Parliament and of the Council on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) and to provide the Customer with all such assistance as may be reasonably required in light of the provisions contained in REACH or any other laws, rules or regulations applicable to the Goods/Services and parts thereof.

15. Intellectual property rights, duty of confidentiality

15.1. The Supplier agrees to indemnify the Customer, its distributors, agents, employees and any third party who sells or uses any of the Customer's products in respect of any claims, damages, expenses or costs (including but not limited to loss of profit and legal costs), incurred in connection with any claim by a third party arising out of the fact that any goods/service or combination thereof or the use thereof infringes any patent, trademark, copyright, trade name (trade name) rights, trade secret, license or other proprietary rights of a third party or any other intellectual property right. In the event of any of the aforementioned claims, the Customer shall also have the right to order the Supplier to defend the interests of the Customer or other persons concerned itself and at its own expense.

15.2 The Supplier undertakes to notify the Customer of any claim under Article 15.1 without undue delay. The Supplier undertakes to provide the Customer or its Affiliates with all such assistance in connection with such claim as may be reasonably requested.

15.3 The Supplier is obliged to maintain unconditional confidentiality of all business matters and activities, in particular business and banking connections, balance sheets, turnover, calculations, important correspondence, client lists, price lists, production, working, sales and advertising methods of the Customer for 5 years after the contractual relationship between the Customer and the Supplier has ended or after the termination of activities between them. The provisions of this clause and the related penalties for breach thereof shall apply between the Parties irrespective of the effectiveness of the contractual relationship, as well as other provisions of these GTC or of the contractual relationship between the Supplier and the Customer which regulate situations and relationships whose effectiveness is clearly intended to extend beyond the effectiveness of the contractual relationship itself (such as the Customer's entitlement to liquidated damages and other penalties, in particular as a result of withdrawal from the Contract, etc.).

16. Termination, withdrawal from the Contract

16.1 The Customer shall be entitled to withdraw from the Contract with immediate effect in the event of a material breach of the Contract by the Supplier by delivering a notice of withdrawal to the Supplier. For the purposes of this clause, a material breach of the Contract means, in particular:

- Default by the Supplier in the delivery of the goods/services, or
- Supplier's default in delivering the Substitute Performance, or
- fulfillment of any of the conditions for incurring liability of the recipient of a taxable supply under Section 109 of the VAT Act.

16.2 The Customer shall be entitled to terminate the Contract with continuing or recurring performance at any time without giving any reasons, with a notice period of 60 days, starting on the first day of the month following the delivery of the notice to the Supplier.

16.3 If significant changes occur at the Supplier (e.g. change of production location, loss of certification required for the performance of the contractual relationship with the Customer, significant change in the ownership structure of the Supplier's company, etc.), the Supplier shall inform the Customer of this fact without delay. In the event that such a change has, at the Purchaser's discretion, a negative impact on business cooperation, the Purchaser shall be entitled to unilaterally withdraw from the contract with immediate effect.

17. Communication between the parties

17.1 The place of service of documents shall be the address of the registered office of the parties in the header of the Agreement or a new address notified in writing to the other party as an address for service or a data box.2 All written expressions of the Parties shall also be deemed to have been delivered on the date on which the delivering Party has been notified that the addressee is not present at the registered office of the other Party as entered in the commercial register or notified pursuant to paragraph 17.1, that there is no one to receive the delivery, or that receipt of the delivery has been unreasonably refused.

17.2 Unless a written form is prescribed for the legal action of a party, it may also be done by electronic mail.

17.3 If the Supplier has its registered office abroad and the parties have not agreed on Czech as the language of communication, then the language of communication between the parties shall be English.

18. Governing law and dispute resolution

18.1 These General Terms and Conditions, the Contract, its formation and all other related legal relations between the Customer and the Supplier shall be governed by the law of the Czech Republic, and in particular by the provisions of the Civil Code, as amended, unless otherwise agreed between the parties in the Contract ("Governing Law"). In the event that at the time of the effectiveness of these General Terms and Conditions the provisions of the laws cited in these General Terms and Conditions or the laws themselves are changed, then the newly applicable provisions of the laws which are closest in their meaning to the meaning of the statutory provisions cited herein shall apply to the provisions of these General Terms and Conditions in question.

18.2 All disputes arising out of and/or in connection with the Contract shall be finally and finally settled in the Czech language by the ordinary courts of the Czech Republic.

18.3 By accepting these General Terms and Conditions, either within the Agreement or by reference to them in the context of the acceptance of an offer made by one party by the other, both parties, i.e. the Customer and the Supplier, shall be deemed to have read these General Terms and Conditions (at least on the website <https://web.fosfa.cz/wp-content/uploads/2021/04/Fosfa-vop-nakup.pdf>) and further that they correspond to their true will and their acceptance as part of the contractual relationship between them was freely and not under duress, while each of the parties, i.e. the Customer and the Supplier, is able to assess the scope of the mutual rights and obligations arising from these General Terms and Conditions and consider them to be balanced for both parties within the meaning of Section 1793 of the Civil Code and their provisions are, to the best of their knowledge, in line with the usual practices between them or prevailing in a comparable market. At the same time, each of the parties is responsible for itself within the meaning of Section 1726 of the Civil Code for the fact that the contract contains all the elements which it intended the contractual relationship between them to contain and that, within the meaning of Section 1728 (2) of the Civil Code, it has communicated to the other party all the factual and legal circumstances of which it is aware and/or must be aware.

19. Other Arrangements

19.1 The Supplier undertakes to ensure compliance with any international sanctions that may affect its business activities. International sanctions shall mean any financial sanctions, trade embargoes or other restrictions imposed

by the UN, the EU and the Czech Republic or any other state where such sanctions are applicable to the Supplier's business activities. The Supplier expressly confirms that it is not:

- a Russian national, natural or legal person established in Russia,
- a legal person which is more than 50 % owned, directly or indirectly, by any of the persons referred to in the preceding indent, or
- a natural or legal person acting on behalf of or at the direction of any of the persons referred to in the preceding bullets.

19.2 The Supplier declares that the processing of personal data requiring the conclusion of a contract for the processing of personal data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("GDPR") is not necessary for the proper performance of its obligations. Otherwise, the Supplier is obliged to notify the Customer of the obligation to conclude an appropriate contract for the processing of personal data and also to determine the necessary scope of the personal data to be processed.

19.3 The Supplier undertakes to inform the Customer of any criminal or administrative proceedings that are brought against it due to its illegal conduct in the performance of its business activities (or due to the illegal conduct of persons representing the Supplier) during the term of the contractual relationship, in particular illegal conduct consisting in violations of binding competition rules or rules against corrupt practices.

19.4 The Supplier shall not be entitled to use the Customer's name, trademarks, or rights administered by the Customer or used under licence agreements as a reference without the express written consent of the Customer.

19.5 The Supplier is entitled to delegate the performance of partial obligations to a subcontractor, unless the contract excludes this in a specific case. If the Supplier intends to hand over a substantial part of the performance of its obligations under the contract to a subcontractor, it is only entitled to do so with the prior written consent of the Purchaser. The Supplier shall be fully liable for any defective performance, breach of contract and other misconduct of subcontractors as if it had performed the obligation itself. The Supplier shall not be relieved of any obligation imposed on it by the Contract and its components by the assignment of a subcontractor. The Supplier shall be responsible for ensuring that the subcontractors comply with the same terms and conditions, i.e. respect all mutual agreements between the Customer and the Supplier. Upon request, the Supplier shall provide the Purchaser with a list of its subcontractors who have participated in the performance of the subject matter of the Contract. In this list, the Supplier shall specify the subcontractor, the scope and specification of the work of the particular subcontractor. The Purchaser shall be entitled to require the Supplier to replace the subcontractor.

In Breclav, 16.7.2024