

GENERAL TERMS AND CONDITIONS OF VALVEA Engineering s.r.o. – for Customers

1. Article – Introductory Provisions

- 1.1. These General Terms and Conditions (hereinafter referred to as the “**Terms and Conditions**”) are issued by VALVEA Engineering s.r.o., Identification No. 23487917, having its registered office at Oldřichovice 1044, 739 61 Třinec, registered in the Commercial Register maintained by the Regional Court in Ostrava, Section C, File No. 100170 (hereinafter referred to as the “**Supplier**”).
- 1.2. The Terms and Conditions govern the mutual rights and obligations arising in connection with the supply of goods and/or the provision of services by the Supplier to the customer (hereinafter referred to as the “**Customer**”) and form an integral part of every contract concluded between the Supplier and the Customer, unless expressly agreed otherwise.
- 1.3. Any provisions of the contract deviating from these Terms and Conditions shall take precedence over the provisions hereof. The Terms and Conditions shall apply to the extent that they are not expressly excluded or amended by the contract.

2. Article – Conclusion of Contract

- 2.1. All offers made by the Supplier, whether in writing, electronically or otherwise, shall remain valid for a period of ten (10) calendar days from the date of issuance, unless a different validity period is expressly stated in the offer.
- 2.2. Unless the contract is concluded in writing, the contract between the Supplier and the Customer shall be deemed concluded only upon the Supplier’s written or electronic confirmation of the Customer’s order, or upon the Supplier commencing performance. Silence on the part of the Supplier shall not be construed as acceptance of the order.
- 2.3. Any terms, amendments, reservations or other modifications introduced by the Customer in the order, confirmation of the offer or in any other communication shall be disregarded and deemed ineffective, unless expressly agreed in writing by the Supplier.
- 2.4. By concluding the contract, the Customer confirms that it has familiarised itself with these Terms and Conditions and agrees to be bound by them.
- 2.5. The Supplier concludes contracts and performs deliveries exclusively on the basis of these Terms and Conditions. Any general terms and conditions of the Customer shall not apply, even if referred to by the Customer or attached to its order, unless their application has been expressly agreed in writing by the Supplier.

- 2.6. In the event that the Supplier and the Customer enter into a framework agreement or any other written agreement referring to these Terms and Conditions, the provisions hereof shall apply mutatis mutandis to all individual partial contracts or orders arising from such agreement.

3. Article – Payment Terms

- 3.1. The price for the supply of goods and/or services shall be determined by the contract concluded between the Supplier and the Customer, or by the Supplier’s price list valid on the date of conclusion of the contract. All prices are quoted exclusive of VAT.
- 3.2. The Supplier shall be entitled to require the Customer to pay an advance payment of up to one hundred percent (100%) of the agreed price. The commencement of any performance shall, in such a case, be conditional upon full payment of the requested advance. The Supplier shall be entitled to set off any claims arising from the contract or in connection with its termination against the advance payment provided.
- 3.3. Unless otherwise stated in the contract, the Supplier’s invoices shall be payable within fourteen (14) days from the date of their issue. The Supplier shall be entitled to invoice the supply of goods from the date of their delivery and the provision of services from the date of their completion. Any advance payments made by the Customer shall be duly reflected in the issued invoice.
- 3.4. In the event of a delay by the Customer in settling any invoice, the Customer shall pay the Supplier a contractual penalty of 0.05% of the outstanding amount for each day of delay, without prejudice to the Supplier’s right to claim full compensation for any damage incurred.
- 3.5. Should the Customer have any outstanding obligations past due towards the Supplier, the Supplier shall be entitled to suspend any further supplies of goods and/or provision of services until all due obligations have been settled in full. The Supplier shall duly notify the Customer of such suspension.
- 3.6. The Customer shall not be entitled to set off any of its claims against the Supplier against the obligation to pay the price for the supplied goods and/or services, unless expressly approved in writing by the Supplier.

4. Article – Provision of Services

- 4.1. The Supplier shall provide services on the basis of a contract concluded with the Customer, within the scope, quality and deadlines agreed therein. Should the contract not specify such details, the Supplier shall determine the scope, manner and schedule of

service provision, taking into account its capacities and possibilities.

- 4.2. Services shall be provided on the Supplier's premises, unless the contract stipulates that they are to be provided on the Customer's premises or at another location. In such a case, the Customer shall ensure that the Supplier is provided with suitable working conditions and access.
- 4.3. The Customer shall provide the Supplier with timely and proper cooperation necessary for the provision of services, in particular by supplying the required information, documentation, and access to premises, equipment or systems within the deadlines set by the Supplier. Failure to provide such cooperation shall result in an extension of the agreed deadlines and release the Supplier from liability for any delay or defects in performance.
- 4.4. The Supplier shall follow the Customer's instructions when providing services unless such instructions conflict with applicable law, the contract, these Terms and Conditions, professional standards, or are manifestly unsuitable. In such a case, the Supplier shall inform the Customer of their unsuitability. Should the Customer insist on their implementation, the Supplier shall not be liable for any defects or damage resulting therefrom.
- 4.5. "Additional Works" shall mean any services or activities provided by the Supplier beyond the contractually agreed scope of services, in particular any extensions or modifications of deliverables, work arising from new Customer requirements, or work not included in the original quotation. Additional Works shall also include unforeseen modifications, supplementary work or adjustments caused by circumstances that were not foreseeable at the time of the contract's conclusion. The Supplier shall not be obliged to perform any Additional Works without a prior written agreement between the Parties specifying their scope, conditions and price. Until such agreement is concluded, the Supplier shall not be obliged to carry out the Additional Works, and any contractual deadlines shall be suspended if continuation of the services depends on such agreement.
- 4.6. The Supplier shall be entitled to entrust the performance of services to a third party (subcontractor) and shall remain liable to the Customer as if it had performed the services itself.
- 4.7. The Customer shall accept the provided services without undue delay following their completion and delivery as notified by the Supplier. Acceptance shall take place by signing a handover protocol, confirming the Supplier's completion notice, or by any other demonstrable act by the Customer indicating acceptance. Should the Customer unjustifiably refuse to accept the services, they shall be deemed duly

provided and accepted. Minor defects or unfinished items that do not prevent proper use of the service results shall not constitute grounds for refusal of acceptance. The Supplier shall remedy such minor defects or unfinished items within a reasonable additional period.

- 4.8. The Supplier shall not be liable for defects or damage resulting from incorrect, incomplete or delayed provision of information or documentation by the Customer, for defects caused by third-party interference, or for defects arising from the use of the services contrary to their purpose or the Supplier's instructions.
- 4.9. All service results (outputs, documentation, designs, data, know-how, etc.) shall remain the property of the Supplier until the full payment of the service price, regardless of whether they have already been delivered to the Customer.

5. Article – Delivery of Goods

- 5.1. The Supplier shall deliver goods on the basis of a contract concluded with the Customer, in the quantity, range, quality and within the deadlines agreed in the contract. Should the contract not specify such particulars, the Supplier shall determine the specific parameters of the goods, taking into account its capacities and possibilities.
- 5.2. Unless expressly agreed otherwise, goods shall be delivered under the delivery term EXW – Supplier's registered office (Incoterms 2020). The moment of delivery shall be deemed the moment when the goods are made available to the Customer or to the carrier designated by the Customer at the Supplier's registered office or warehouse. Delivery shall be confirmed by the signature of a delivery note by the Customer or its carrier, or by any other demonstrable confirmation of receipt.
- 5.3. The Supplier shall be entitled to deliver the goods prior to the agreed delivery date, and the Customer shall be obliged to accept such delivery. The Supplier may also deliver the goods in partial consignments. Each partial delivery shall be deemed a separate performance and may be invoiced separately.
- 5.4. The Customer shall inspect the goods upon receipt with respect to quantity and apparent quality and shall notify the Supplier in writing without undue delay of any defects or discrepancies. Should the Customer fail to report any apparent defects within three (3) days of delivery, the goods shall be deemed to have been delivered on time, duly and free of defects.
- 5.5. If the Customer fails to take over the goods at the agreed time or refuses to accept them, the Supplier shall be entitled to store the goods at the Customer's cost and risk or to withdraw from the contract. In such a case, the Supplier shall be entitled to

reimbursement of the storage costs and compensation for any damage incurred.

- 5.6. Title to the goods shall pass to the Customer only upon full payment of the purchase price, even if the goods have already been handed over to the Customer.

6. Article – Warranty

- 6.1. The Supplier provides the Customer with a warranty for the quality of the supplied goods and the proper performance of the services for a period of twenty-four (24) months from the date of their delivery or completion, unless otherwise agreed in the contract.

- 6.2. For spare parts, consumables and service interventions, the Supplier provides a warranty for a period of six (6) months from the date of delivery, unless expressly agreed otherwise. The warranty shall not apply to parts subject to normal wear and tear (e.g. seals, membranes, safety components, filters, batteries and similar components).

- 6.3. The warranty shall further not apply to:

- 6.3.1. normal wear and tear of the goods or service results,
- 6.3.2. defects caused by improper use, storage or installation,
- 6.3.3. defects resulting from any interference with or modification of the goods or service results carried out without the Supplier's written consent,
- 6.3.4. defects arising from use contrary to the intended purpose, technical standards or the Supplier's instructions,
- 6.3.5. defects caused by circumstances excluding liability within the meaning of Clause 8.5 of these Terms and Conditions,
- 6.3.6. defects resulting from the use of materials, tools or documentation provided by the Customer.

- 6.4. The exercise of rights under the warranty is conditional upon the Customer notifying the Supplier of the defect in writing without undue delay after its discovery, but no later than by the end of the warranty period. The notification must contain a specific description of the defect, appropriate evidence thereof, and a reference to the relevant order or contract, in particular the contract number, order number, delivery note or invoice number.

- 6.5. The Customer shall enable the Supplier to access the claimed goods or service results for the purpose of verifying the legitimacy of the claim. Upon the Supplier's request, the Customer shall provide the claimed goods or service results, samples of the claimed goods or other documents necessary for assessing the claim and deliver them to the address specified by the Supplier.

- 6.6. The Customer shall ensure that the claimed goods are stored separately until the complaint is resolved. Handling the claimed goods in a manner that would prevent or hinder the complaint procedure is prohibited without the Supplier's prior written consent. Should the Customer breach this obligation, the Supplier shall be entitled to reject the claim, and the Customer shall forfeit all rights arising from defective performance.

- 6.7. If the Customer fails to provide the Supplier with the necessary cooperation under this Article, in particular by not allowing inspection, not providing requested samples or documents, or otherwise impeding the assessment of the claim, the Supplier shall be entitled to reject the claim.

- 6.8. The Supplier may, at its discretion, repair or replace the defective goods or service results, re-perform the services, or grant an appropriate price reduction. The Supplier shall not be obliged to reimburse the Customer for any costs related to disassembly, reassembly or transport, unless expressly agreed otherwise in the contract.

- 6.9. The provision of repair, replacement or re-performance of services during the warranty period shall not give rise to a new warranty period; the original warranty period shall be extended only by the period during which the Customer was unable to properly use the goods or services due to the reported defect.

- 6.10. The warranty does not grant the Customer any rights other than those expressly provided in this Article. Any claims by the Customer beyond those specified herein, in particular claims for loss of profit or other indirect or consequential damages, are excluded.

7. Article – Licence

- 7.1. All results of the Supplier's activities, in particular documentation, designs, analyses, software, procedures, methodologies, drawings, visualisations, technical solutions and other outputs of intellectual activity, are protected by law and shall remain the property of the Supplier.

- 7.2. The Supplier grants the Customer a licence to use the results of its activities, which shall be non-exclusive, territorially unlimited and of unlimited duration, unless otherwise agreed in the contract. The licence is granted to the extent necessary for the proper use of the results by the Customer for its own business purposes and in accordance with the purpose of the contract.

- 7.3. The Customer shall be entitled to use, store and copy the results for its own internal needs and for the purposes arising from the contract. However, without the Supplier's prior written consent, the Customer shall not be entitled to commercially exploit, make

available to third parties, license, sell, lease or otherwise disclose the results beyond the ordinary operation of its business.

- 7.4. The licence is granted without limitation as to its duration, unless otherwise agreed in the contract, and its grant is not dependent on the duration of the contractual relationship between the Supplier and the Customer; termination of the contract shall not terminate the licence.
- 7.5. The Supplier shall be entitled to revoke the granted licence only in the event of a material breach of its conditions by the Customer, in particular in the case of unauthorised disclosure of the results to third parties or their misuse for a purpose other than that agreed in the contract.
- 7.6. Unless expressly agreed otherwise, the Supplier does not grant the Customer the right to grant sublicences. This shall not apply to the involvement of the Customer's usual external contractors or advisers who use the results solely for the Customer's business purposes.

8. Article – Miscellaneous Provisions

- 8.1. The parties undertake to maintain confidentiality regarding all facts, information, data, documents and materials that they become aware of in connection with the contract or its performance, and shall not disclose them to any third party without the prior written consent of the other Party. An exception shall apply to employees, advisers and subcontractors of a Party to whom such information is disclosed to the extent necessary for the performance of the contract, provided that they are bound by confidentiality obligations at least to the same extent as the parties. The confidentiality obligation shall survive the termination of the contractual relationship.
- 8.2. The Customer undertakes to handle all personal data of natural persons made available to it by the Supplier in connection with the contract or its performance (in particular those contained in the provided documentation, electronic communication or otherwise) in accordance with the legal regulations governing the protection of personal data, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR) and related provisions of Czech law.
- 8.3. The Customer shall not assign any rights or transfer any obligations arising from the contract or these Terms and Conditions to any third party without the Supplier's prior written consent. Should the Customer breach this obligation, it shall pay the Supplier a contractual penalty in the amount of twenty percent (20%) of the value of the rights assigned or obligations transferred for each individual breach, without prejudice to the Supplier's right to claim full compensation for damages.
- 8.4. The Supplier's liability for any damage caused to the Customer in connection with the contract or these Terms and Conditions, whether contractual, non-contractual or otherwise, shall be limited to the net value of the specific performance from which the damage arose. The Supplier shall not be liable for loss of profit or for any consequential or indirect damages.
- 8.5. Force majeure shall mean extraordinary, unforeseeable and unavoidable circumstances beyond the control of the parties that prevent the fulfilment of contractual obligations, such as natural disasters, fires, floods, earthquakes, wars, riots, terrorist attacks, epidemics, acts of public authorities, power outages, strikes, disruption of supply chains or delays of individual suppliers. If force majeure occurs, the affected Party shall notify the other Party in writing without undue delay of its occurrence and the expected duration. During the period of force majeure, the obligations of the parties shall be suspended to the extent that they cannot be performed, and the deadlines for their performance shall be extended by the duration of such period. If the force majeure event lasts for more than sixty (60) days, either Party shall be entitled to withdraw from the contract; in such case, the Supplier shall be entitled to payment for the performance already rendered and to reimbursement of demonstrably incurred costs. Circumstances on the part of the Customer, in particular lack of financial means, insolvency, changes in demand or loss of customers, shall not constitute force majeure.
- 8.6. These Terms and Conditions and the contractual relationships governed hereby shall be governed by the laws of the Czech Republic. The parties agree that all disputes arising out of or in connection with these contractual relationships shall be resolved by the court having subject-matter and local jurisdiction over the Supplier's registered office.

9. Article – Termination of Contract

- 9.1. The Supplier shall be entitled to withdraw from the contract with immediate effect if the Customer:
 - 9.1.1. is in default with the payment of any monetary obligation for more than thirty (30) days;
 - 9.1.2. materially breaches its contractual obligations (for example, by failing to provide the necessary cooperation for the provision of services or by refusing to accept duly delivered goods or duly provided services) and fails to remedy such breach within a reasonable additional period granted by the Supplier; or
 - 9.1.3. enters into liquidation, becomes subject to insolvency proceedings, is declared insolvent or faces imminent insolvency.
- 9.2. The Customer shall be entitled to withdraw from the contract only in the event of a material breach of obligations by the Supplier, provided that the Supplier

fails to remedy such breach within a reasonable additional period granted in writing by the Customer, which period shall not be shorter than thirty (30) days.

9.3. A material breach of obligations by the Supplier shall mean exclusively:

9.3.1. a delay in the delivery of goods or completion of services by more than sixty (60) days beyond the agreed date, which is not caused by circumstances excluding liability or by a lack of cooperation on the part of the Customer; or

9.3.2. a deliberate breach of contractual obligations by the Supplier that prevents the Customer from using the subject of performance for the purpose of the contract, and which the Supplier fails to remedy within the additional period specified in the preceding paragraph.

9.4. In particular, the following shall not be deemed a material breach of the Supplier's obligations:

9.4.1. delay caused by Additional Works, changes in the Customer's requirements, or the Customer's failure to perform its obligations;

9.4.2. defects in goods or services that do not prevent their proper use;

9.4.3. any other breach that can be remedied by repair, substitute performance, or a reasonable price reduction.

9.5. Withdrawal from the contract shall not affect the Supplier's right to payment for any performance already provided, whether services or goods, nor its right to payment of contractual penalties, contract-related costs (including, for example, costs of purchasing materials, components and products necessary for the execution of the contract, administrative and preparatory work related to the preparation and implementation of the contract, storage and handling costs, any cancellation fees charged by the Supplier's suppliers or subcontractors, as well as other operational costs and expenses incurred to ensure performance of the contract) and compensation for damage not included in the above-mentioned costs. In the event of withdrawal, the Customer shall return to the Supplier any goods that have been delivered but not duly paid for, unless otherwise agreed.

9.6. In the event that the contract is terminated for reasons attributable to the Customer, the Customer shall pay the Supplier a contractual penalty equal to the amount of the advance payment provided towards the price of performance. The parties expressly agree that such contractual penalty shall be automatically set off against the provided advance payment at the moment it arises.

9.7. The termination of the contract shall not affect provisions which, by their nature, are intended to

survive its termination, in particular those relating to confidentiality, licence, warranty, liability, and governing law and jurisdiction.

10. Article – Final Provisions

10.1. All notices and communications between the parties shall be made in writing and delivered in person, by registered mail, via a data box, or electronically to the e-mail addresses specified in the contract or to such other addresses as may be subsequently notified in writing. Electronic communication shall be deemed delivered at the moment of its demonstrable dispatch, and communication via a data box shall be deemed delivered at the moment the addressee logs into the data box, but no later than ten (10) days from the date of its delivery to the data box.

10.2. The parties expressly exclude the application of Sections 1799 and 1800 of Act No. 89/2012 Coll., the Civil Code, as amended, to the contractual relationships governed by these Terms and Conditions and by any contracts of which these Terms and Conditions form an integral part.

10.3. Should any provision of these Terms and Conditions or of the contract be found invalid, void or ineffective, such finding shall not affect the validity and effectiveness of the remaining provisions. In place of such provision, the relevant legal provision whose content and purpose most closely reflect the intent of the parties shall apply.

10.4. These Terms and Conditions constitute the complete regulation of the rights and obligations of the parties in the matters governed herein. Any amendments or supplements to the contract or to these Terms and Conditions shall only be valid if made in writing and signed by duly authorised representatives of both parties.