

**General Terms of Business
for the Sale of Goods, Materials, Components and Services**

WAMAG, spol. s r.o.

With its registered office at Pražská 270, 252 10 Mníšek pod Brdy,
ID No. (IČO): 48950301 Tax ID No. (DIČ): CZ48950301
Registered in the Commercial Register maintained by the Municipal Court in Prague, section C, entry
no. 29170

Bank details: Česká spořitelna, a. s., branch Česká spořitelna, a.s.
Regional Corporate Center Prague - South, Budějovická 1518/13A, 140 00 Prague 4
Account number: 1069632/0800 for EUR payments, 1069552/0800 for CZK payments
(Telephone: +420 318 599 550, info@wamag.cz, www.wamag.cz)

I.

Scope of Application

1. These General Terms of Business (hereinafter the “Terms of Business”) regulate rights and obligations of parties, and particularly the terms and conditions for the sale of materials, products, components, goods and services (hereinafter the “goods”) by WAMAG, spol. s r.o. (hereinafter the “seller”); any terms and conditions not expressly regulated in a contract entered into by and between the seller and a buyer or not specified in an order confirmation issued by the seller shall be governed by these Terms of Business, which shall be binding on both parties.
2. Any derogations provided for in an order confirmation, contract of purchase or any other contract, such as works contract, etc. (hereinafter also referred to as the “contract of purchase” or “contract”) entered into with individuals, sole traders, and legal entities (businesses) as buyers of goods (hereinafter the “buyer”) shall take precedence over the provisions hereof. An order confirmation, contract of purchase, annexes to such contract of purchase, as well as these Terms of Business together form a complete and integral contract of purchase that represents a set of rights and obligations of the parties with regard to the delivery of goods under the terms and conditions provided for in such contract of purchase or order confirmation. In case of any inconsistency or conflict between an order confirmation, contract of purchase, annexes to such contract of purchase and these Terms of Business, the following order of precedence shall apply: order confirmation or contract of purchase, annexes to the contract of purchase, and these Terms of Business. The provisions of these Terms of Business shall apply mutatis mutandis to other contracts entered into by and between the seller and buyers of goods, unless the terms and conditions for the delivery of any goods or services are regulated otherwise by such other contracts.
3. These Terms of Business shall take precedence over any legal provisions that are not mandatory. Any terms of purchase or business that might be specified or printed on a buyer’s order, published on a buyer’s website, used by the buyer, etc. as well as any other terms and conditions specified in a buyer’s order or correspondence with the seller that are not consistent with these Terms of Business shall not apply to the contractual relationship arising under a contract entered into by and between the seller and the buyer.

II.

Pricing Arrangements and Payment Terms

1. The price of goods shall always be agreed by the parties in an order confirmation or contract, in accordance with the procedure specified in Article III. The purchase price shall not include insurance, taxes, customs duties and bank charges, or any installation and training of the relevant employees, i.e. buyer’s technicians and operators, costs of transport, packaging or delivery to the buyer (postage, shipping costs, etc.), unless agreed otherwise in the relevant order confirmation or contract.
2. Following an order confirmation or contract conclusion, the seller may invoice an advance payment of up to 100% of the price of ordered goods, particularly in case of a first business transaction with the relevant buyer. The balance of the purchase price (if any) shall be invoiced by the seller prior to the handover or dispatch of the goods to the buyer, unless the seller and the buyer agree otherwise.
3. Any invoices - i.e. pro forma invoices, advance invoices or invoices for the purchase price balance - shall be due and payable 14 days from the invoice date, unless agreed otherwise in the relevant contract or order confirmation.
4. The seller undertakes to ensure that any tax and accounting documents issued by the seller (hereinafter also referred to as “invoices”) contain all particulars foreseen by the applicable legislation. For tax purposes, the date of taxable supply shall be the date of the supply of goods. If an invoice issued by the seller contains any incorrect or incomplete information, the buyer has the right to return such invoice to the seller before the due date thereof. The seller shall then either correct the invoice or issue

a new one, depending on the nature of the relevant defects. The period for payment of such corrected or new invoice shall start over.

5. If an advance invoice (pro forma invoice) or invoice for the purchase price balance is not paid within the period specified in the above subsection 3, the goods in question may be made available to other customers, whereas a new delivery date shall be agreed after the purchase price is paid.

6. In case of any delay in the payment of an invoice, the buyer shall pay penalty interest to the seller in the amount specified by the applicable legislation, unless agreed otherwise in the relevant contract.

7. In case of any delay of the buyer in the payment of any amounts under a contract of purchase or any other contracts entered into with the seller, the seller may suspend further deliveries of the goods under the relevant order confirmation or contract (of purchase) with immediate effect and withdraw from the contract.

8. The seller's failure to deliver the goods, as foreseen in the above subsection 7, shall not constitute a breach of contract, whereas the seller shall not be liable for any damage incurred as a result of such failure.

III.

Rules for Supply of Goods

1. Individual deliveries of goods will be carried out on the basis of a written contract of purchase. In case of smaller deliveries of goods (i.e. valued at CZK 60,000 or less), goods may be delivered on the basis of a buyer's written order (i.e. an order that is sent by mail, email or other means of electronic communication) and an order confirmation issued by the seller.

2. Each contract or order confirmation shall specify the scope of supply, particularly the required type of goods, their specification, volume and quantity, quality, grade, required delivery date and other terms and conditions (as appropriate), as well as the name and title of the buyer's employee that processes the relevant order and is in charge of ordering. In case an order is submitted electronically, it shall be authorized by the relevant individuals in writing or in another form acceptable to the seller, if requested by the seller.

3. If a draft contract or order is received, it shall be reviewed by the seller and the seller shall promptly and in any case within 5 working days after the receipt thereof or within another period agreed by the parties on a case-by-case basis:

- (i) Accept the draft contract or confirm the order to the buyer with an order confirmation; or
- (ii) Express its interest in selling the goods; however, under terms and conditions other than those specified in the draft contract (order), also communicating such terms and conditions to the buyer as a counterproposal; or
- (iii) Reject the proposed terms and conditions of the contract (order).

4. An order shall also be deemed to have been confirmed if the seller or an authorized employee of the seller sends an order confirmation to the buyer (in writing or electronically) or if the goods are delivered by the seller to the buyer, who takes delivery of such goods.

IV.

Delivery Terms

1. The dates of individual deliveries will be agreed by the parties in individual order confirmations or contracts.

2. Any written and electronic correspondence and documentation of the buyer must specify - in addition to any other particulars specified in an order confirmation or contract - the order number or contract number (as appropriate) assigned by the seller, buyer's name or trade name, identification number (if assigned), position number of the relevant item in the contract (or order confirmation, as appropriate), as well as technical specifications and other details, if specified in the relevant contract (order confirmation).

3. The seller shall deliver the goods at agreed dates (or confirmed in writing beforehand, as appropriate), as specified in the relevant order confirmation or contract. The seller shall comply with any confirmed order or contract and deliver the agreed goods in agreed volumes and at agreed dates. Any differences between the quantities of goods actually delivered by the seller and the quantities agreed (or specified in an order, as appropriate) for individual items or any failure to comply with the terms and conditions agreed in the relevant contract or order shall be regarded as partial supplies (unless the parties agree otherwise beforehand).

4. Accompanying documentation for any delivery of goods (shipping documents, delivery notes, etc.) or other performance of services shall, in cases foreseen by the applicable legislation and/or technical standards, also include the relevant certificates of quality, grade, certificates, attestations relating to materials and products, measurement sheets, certificates of conformity within the meaning of the Act on Technical Requirements for Products, as well as technical documentation (technical specification of

goods, wiring diagrams, instructions for use, etc.), and other documents foreseen by the applicable legislation and technical standards, etc.

In case of gradual supplies (partial deliveries, etc.), the relevant documentation shall be agreed for the entire delivery and provided with the first partial delivery - i.e. it is not necessary to deliver such documentation with each partial delivery.

5. The place of delivery shall be agreed in the relevant contract; unless agreed otherwise, the place of delivery shall be the seller's registered office.

6. Due and timely delivery of the goods by the seller shall be subject to the provision of the necessary assistance by the buyer in accordance with the order confirmation, contract of purchase or another contract, and these Terms of Business. In case of any delay of the buyer in complying with any of its obligations arising from these Terms of Business, order confirmation or contractual arrangements, or in case the buyer prevents the seller from complying with its obligation to deliver the goods in any way, the obligation of the seller to deliver the goods in a timely manner shall be fulfilled, if the relevant goods are prepared for dispatch or handover at the place of performance by the last day of the agreed period of performance and the buyer has been notified of this by the seller.

7. According to the contract, the seller shall pack the goods or prepare them for transport in a manner that is customary for such goods in the ordinary course of trade - i.e. in a manner required to preserve and protect the goods.

8. Enclosed to each delivery of the goods shall be a delivery note prepared by the seller. The goods shall be deemed to have been duly delivered once the buyer takes delivery thereof. Following the receipt of the goods from the seller, the buyer shall inspect the goods.

9. If the seller discovers ex post that it would not be able to comply with the relevant deadlines or other terms of delivery of the goods, as specified in subsection 1, on the grounds of force majeure, the seller shall notify the buyer thereof without undue delay, together with a proposed solution. A force majeure event shall mean any exceptional events or circumstances that are beyond control of the relevant party, whereas such party could not adequately protect itself against such events or circumstances prior to confirming the order or concluding the contract, it cannot effectively avoid or overcome such events or circumstances, and such events or circumstances cannot be attributed to the other party (hereinafter the "force majeure event"). A situation, in which the goods are not delivered to the seller by their manufacturer or another subcontractor in a due and timely manner, shall also constitute a force majeure event. Such situation shall not constitute a breach of seller's obligations under the relevant contract of purchase or order confirmation and the seller shall not be liable for any damage incurred by the buyer. The parties shall subsequently agree on a new date of delivery of the goods, if acceptable to the buyer, or on other measures to be taken in this regard, as appropriate. The parties may withdraw from the relevant contract or order if a force majeure event continues for more than 6 months.

10. The risk of damage to the goods shall pass from the seller to the buyer at the moment the goods are accepted by the buyer in accordance with the above subsection 8. However, the title to the goods shall transfer from the seller to the buyer after the purchase price is paid in full.

V.

Warranty for Quality; Warranty Terms

1. The seller provides a 12-month warranty for quality in connection of any goods supplied under this contract; the warranty period shall start from the acceptance of the goods by the buyer. Warranty for quality shall mean that the goods shall display the characteristics provided for by binding technical standards that are applicable to the goods throughout the warranty period. During the warranty period, the goods supplied under this contract shall be ready for use for the agreed or usual purpose and shall display the characteristics agreed in the relevant order or usual characteristics, as appropriate. The warranty for quality shall not apply to normal wear and tear of the goods or consumables, the life of which depends on the method and intensity of use (e.g. overband magnetic separator belts).

2. Immediately after taking delivery of any goods supplied by the seller, the buyer shall inspect the goods and carry out the acceptance thereof by performing a receiving quality inspection for the goods; the buyer shall notify the seller of any apparent defects that are identified without undue delay. The seller shall ensure that compliance is restored at its own cost.

3. The buyer shall submit any claims relating to defects identified during the warranty period in writing and without undue delay (by email, letter or data mailbox). In its claim, the buyer shall describe how the relevant defect is manifested and specify the requested corrective measure (repair of goods, supply of new goods, discount on the price, etc.). Any goods subject to a claim shall be stored separately (where technically practicable) and shall not be handled in a manner that would make it difficult or impossible to examine the relevant defect(s).

Any costs efficiently incurred by the buyer in connection with a justified claim shall be borne by the seller (in a documented amount); the seller undertakes to compensate the buyer for such costs without delay. In case of an unjustified claim, the buyer undertakes to cover such additional costs.

4. Any notified defects (claims) shall be, as far as possible, appropriately documented in order to corroborate any facts specified in the relevant notification, such as a protocol, records of a carrier, photos, sample of defective products or goods or any part thereof, sample of defects to products or goods or any part thereof, protocol of receiving or other inspection, statements by third parties, etc. The seller shall review the relevant defects and notify the buyer of its opinion (agreement, disagreement, partial acceptance) within 10 working days from the receipt of the buyer's written notification of claim.

5. The seller shall not be liable for defective goods, if the relevant defects resulted from: (i) force majeure events that could not be averted; (ii) improper handling or use of the goods contrary to any instructions for use; or (iii) improper storage of the goods - in each case after the risk of damage to the goods passed from the seller to the buyer. Furthermore, the seller shall not be liable for any apparent defects that are only claimed after the goods are accepted in accordance with Article IV hereof and that are not mentioned in the relevant delivery note, provided such defects could have been identified during the inspection and check of the goods with due professional care.

VI. Miscellaneous

1. The parties undertake to keep confidential any information obtained in connection with the performance of the contract or transaction. Any information that might be shared or exchanged by and between the parties shall constitute a trade secret.

2. Any concluded contract may only be amended and appended in the form of a written amendment to such contract agreed by both parties.

3. The buyer agrees that the buyer's personal data obtained in connection with the relevant contractual relationship may be used indefinitely for the purpose of the seller's internal processing. The seller may also authorize a third party - i.e. a processor - to process personal data of the buyer. With the exception of any persons transporting the goods, the seller shall not disclose any personal data of the buyer to third parties without the buyer's prior consent.

4. Any information appearing in promotional and information materials, pricelists, leaflets, and offers of the seller relating to, for example, weight, performance, equipment, prices, and delivery dates shall be indicative only, whereas any such details shall only become binding after they are confirmed in a contract or order confirmation.

5. The payment of any contractual penalty shall be without prejudice to the right to claim damages in excess of the contractual penalty paid. In the event any contractual penalty is reduced by a court of law, the right to claim damages shall remain in the amount in which such damages exceed the amount determined by a court as reasonable, without any further restriction. Contractual penalties must always be agreed in writing.

6. Each individual contract (even in the form of an order) may be terminated by a withdrawal by either party for the below specified reasons on the basis of a written notice of withdrawal delivered to the other party. The withdrawal from the contract / order shall come into effect at the moment the relevant notice of withdrawal is delivered to the other party.

a) The buyer may withdraw from a contract (even in the form of an order) only if the seller failed to supply the goods to the buyer in compliance with these Terms of Business or concluded contract and failed to remedy such breach within a reasonable additional period of time (of no less than 10 days) provided for such purpose by the buyer in its written request for remedy delivered to the seller, or if the seller becomes insolvent (bankrupt).

b) The seller may withdraw from a contract (even in the form of an order) if the buyer breaches its obligations set out in these Terms of Business or concluded contract and such breach is not remedied within a reasonable additional period of time under similar circumstances as those specified in subsection a), or if the buyer becomes insolvent (bankrupt).

If a delay of either party constitutes a non-material breach of such party's contractual obligation, the other party may only withdraw from the contract if the defaulting party fails to comply with its obligation within a reasonable additional period of time expressly or tacitly provided by the other party.

If a contract (even in the form of an order) is terminated, all rights and obligations of the parties arising from such contract shall cease to exist, with the exception of the right to claim damages and contractual penalties, as well as any provisions of such contract or these Terms of Business relating to the choice of law, resolution of disputes between the parties, and regulation of rights and obligations of the parties in the event of contract termination. In case any secured liabilities exist, such termination shall not affect the security thereof.

7. If a dispute arises between the parties with regard to the relevant contract, its application or interpretation of such contract or these Terms of Business, the parties shall make every effort to resolve such dispute amicably. If the parties fail to resolve the dispute amicably, either party may submit it to a competent court with territorial jurisdiction according to the seller's registered office for a decision.

8. In accordance with Section 558(2) of the Civil Code, the parties expressly exclude application of accepted commercial practice to their legal transactions in connection with the concluded contract.

9. The buyer assumes the risk of change in circumstances in accordance with Section 1765 of the Civil Code.

10. Any document sent between the parties shall be deemed to have been delivered at the moment it is received by the other party. Any document shall also be deemed to have been delivered at the moment the addressee thereof refuses to accept it or on the fifth day after it is deposited at a post office – even if the addressee does not stay or reside at its address specified at the heading of this contract or at its address for service and was not aware of the relevant communication. If a letter containing documents is returned as undeliverable (e.g. with a note that the addressee does not stay or reside at the given address, is unknown or had moved without providing a new address), the relevant documents shall be deemed to have been delivered on the day the letter is returned – regardless of whether or not the addressee became or could have become aware of such letter; these Terms of Business shall be without prejudice to any provisions of specific legislation governing service of documents via the public data network to a data mailbox.

11. This version of the Terms of Business comes into effect on 15 March 2023. The seller may unilaterally amend these Terms of Business, whereas any contract of purchase concluded prior to the effective date of such amendment shall be governed by these Terms of Business in their version effective at the time the relevant contract of purchase was concluded – even if any performance under such contract of purchase is to be provided after the amended version of these Terms of Business comes into effect.

In Mníšek pod Brdy, on 15 March 2023

WAMAG, spol. s r.o.