

# General Terms and Conditions of Sale of Goods under Written Purchase Contracts

**Seller: GRUMANT s.r.o.**

*Trade company GRUMANT s.r.o.*

*Registered office: Praha 10 - Uhřetěves, Bečovská 1435, ZIP: 10400*

*Identification number: 496 80 609*

*Registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 21800 For the sale of goods through closed written purchase contracts*

## Article 1: Introductory Provisions

I. These General Terms and Conditions of Sale (hereinafter referred to as "GTC") of GRUMANT s.r.o., ID 49680609 (hereinafter referred to as the seller), govern the legal relationships in the supply of goods or equipment by the seller to third parties (hereinafter referred to as the buyer) and are binding for the legal relationships between the seller and the buyer and for all business dealings.

II. The buyer who confirms with their signature, either under the text of these GTC or on any other document, that they agree with these GTC, simultaneously declares that they fully accept the GTC in their effective wording. A buyer who receives any document from the seller indicating that the delivery is governed by the seller's GTC thereby acknowledges and declares that they fully accept the GTC in their effective wording. The buyer has familiarized themselves with these GTC and accepts them fully and without reservation, regardless of their general purchasing, delivery, or other business conditions.

III. These GTC also apply if the seller agrees with the buyer on specific arrangements for above-standard or otherwise specific deliveries of its products, supplementary to the extent not expressly agreed otherwise. Divergent written agreements between the seller and the buyer take precedence over these GTC provisions in the relationships they regulate.

IV. Deviation from these GTC in transactions is only permissible by a person authorized or explicitly designated by the statutory body of the seller.

V. These GTC are valid until the complete settlement or fulfillment of rights and obligations between the buyer and the seller.

VI. These GTC are governed by Czech law.

## Article 2: Definitions

I. For the purposes of these business conditions, the buyer is understood as a buyer who is an entrepreneur. An entrepreneur is also considered any person who enters into contracts related to their own business, trade, production, or similar activity, or when independently performing their profession, or acting in the name or on behalf of the entrepreneur. An entrepreneur is considered not only a person who has the appropriate authorization for

business and is registered in the trade or commercial register, but also a person who confirms to the seller that they are an entrepreneur. Confirmation is sufficient if the buyer provides the seller with their necessary identification details (name or business name, address of the registered office or place of business).

II. Goods refer to cutting inserts, tools, and instruments provided or supplied by the seller in accordance with its business activities in favor of the buyer or a person designated by them based on the buyer's order. Goods are also considered services supplied with the goods or independently.

III. Equipment refers to machining machines and accessories for these machines provided or supplied by the seller in accordance with its business activities in favor of the buyer or a person designated by them based on the buyer's order.

### Article 3: Order

I. An order is a unilateral legal act of the buyer made to the seller with the aim of receiving goods or equipment from them.

II. The buyer is obliged to designate an authorized natural person who will order goods or equipment from the seller on their behalf, and in the event of a change of this person, they are obliged to immediately notify the seller in writing of such a change. The seller will confirm the change of the authorized person immediately after receiving the notification.

III. The order must be made in writing. Compliance with the written form is considered communication through the delivery of paper shipments by any delivery service capable of proving the receipt of the delivered document in case of doubt. Fax or email communication confirmed by at least an email from the other party is also considered written form.

IV. The validity of email communication does not require a guaranteed electronic signature. The contracting parties are obliged to mutually confirm the receipt of all email correspondence by responding to the received email.

V. In exceptional cases, an order can also be made orally or by telephone with the seller's sales representative. If the buyer places an order orally or by telephone, they must always subsequently confirm the order in writing in an agreed manner, for example, the seller sends the buyer an order confirmation by email, and the buyer agrees or confirms it in a return email to the seller with phrases like "I agree" or "I confirm" or another way clearly indicating the buyer's agreement or confirmation of the given order, to avoid disputing the order's binding nature, for example by signing and stamping the order confirmation issued by the seller.

VI. Orders can also be placed through the Customer Portal available on the seller's website, to which the provisions of this Article 3, except this point, do not apply. Orders placed through the Customer Portal are subject to these GTC as well as the business terms available directly on the Customer Portal website.

VII. Orders can also be placed through the toolbox (Article 7) and/or consignment stock (Article 8), to which the provisions of this Article 3, except this point, do not apply.

VIII. Essential elements of the order are the following details:

1. Business name of the buyer, or their first and last name, registered office, place of business or residence, (ID and VAT number if assigned to the buyer or equivalent identification data if the buyer is a foreign entrepreneur).
2. Delivery and billing address of the buyer, if different from their registered office, place of business, or residence, bank details, and the buyer's account number.
3. Telephone and email contact for the buyer.
4. First and last name of the natural person ordering the goods on behalf of the buyer as a representative or employee or a person otherwise authorized by the entrepreneur.
5. Clear identification (type) of the ordered goods or equipment, its quantity, unit and total price, technical specification, and expected fulfillment deadline (the goods must be classifiable under the seller's price list items, in which case the price need not be stated).
6. Signature of the buyer, or statutory body or authorized or commonly authorized employee of the buyer, authorized to issue the order, including their name in print.

IX. The order must be provided to the seller in a readable form and in Czech, Slovak, English, or Russian.

X. An order that does not meet the essential or stated requirements, or is unclear or incomprehensible, may be rejected or returned by the seller to the buyer for completion, providing them with a reasonable deadline. Failure to meet this deadline means that the order is considered never delivered.

XI. Upon receiving the buyer's order and meeting all the order requirements, the seller must inform the buyer of the order's rejection or confirmation within 3 working days, either in writing by post, fax, or electronically by email. If the seller does not respond within the given period, the buyer has no right to assume that the order is confirmed. The contract is concluded only when the essential elements specified in the order according to point VIII are agreed upon between the seller and the buyer, otherwise, the contract will not be concluded. A person claiming to the seller that they are authorized to act on behalf of the buyer, other than as an employee or statutory body, is considered authorized to conclude the contract even without proof of authorization. The lack of authorization results in this person being contractually bound to the seller for the order.

XII. If the seller finds that they cannot meet the quantity, quality, or delivery and price conditions of the goods or equipment, they must inform the buyer within 3 working days.

XIII. The contract of sale is concluded upon the confirmation of the order by both the seller and the buyer according to the relevant legal regulations, and the buyer thereby fully accepts and acknowledges these GTC. The contract of sale is also considered concluded upon the buyer's receipt of the ordered goods from the seller if the order confirmation was not previously delivered.

XIV. The buyer may cancel the order before receiving the order confirmation from the seller.

#### Article 4: Purchase Price

I. The purchase price of individual goods or equipment is determined based on the seller's price list valid on the day the buyer's order is confirmed. The seller may provide a discount to the buyer on the price list prices according to the seller's discount system. The buyer is not entitled to a discount on the purchase price; the discount is at the seller's discretion. The price of the goods or equipment may also be set differently from the price list, e.g., based on a contractual agreement between the seller and the buyer, following the results of the buyer's technological tests, the outcome of the selection procedure, or meeting conditions under which a discount will be provided, such as the quantity taken, the period of cooperation, etc.

II. After concluding the contract of sale between the seller and the buyer, the purchase price may be changed based on mutual agreement between the buyer and the seller, either by adjusting the number of items on the seller's price list or by adjusting their prices. The purchase price may also be unilaterally changed by the seller by providing a discount or increase if the seller's costs associated with acquiring the goods increase significantly. In such a case, the seller must inform the buyer immediately after discovering the price change from the seller's supplier or the global market price. The buyer must promptly confirm the acknowledgment of the purchase price change to the seller. If the buyer does not promptly confirm the price change after receiving the information about it or does not cancel the concluded contract of sale, but continues to issue orders to the seller, it is assumed that the orders are made at the changed prices, regardless of whether the price and the amount were stated by the buyer in the order.

III. The purchase price according to the price list does not include value-added tax.

IV. The buyer agrees with the method of determining the price of goods and equipment and undertakes to pay the purchase price based on issued invoices within the due date.

V. The provisions of points I and II of this Article 4 do not apply to orders placed through the consignment stock (Article 8.), toolbox (Article 7.), and/or the Customer Portal available on the seller's website.

#### Article 5: Payment Terms

I. The buyer will pay the purchase price to the seller based on the delivered invoice, according to the data stated on it, and no later than the last day of its maturity. The invoicing currency is in Czech crowns (hereinafter also "CZK"), unless another currency has been agreed between the seller and the buyer. The due date of the invoices is set at 30 days from the date of their issue unless another period has been agreed between the buyer and the seller. The invoice may be issued no earlier than the taxable supply date. For goods taken from the consignment stock or toolbox (the toolbox is understood as a vending machine designed for the distribution of goods), the taxable supply date is considered the last day of the given calendar month for which a list of consumed tools was issued unless another taxable supply date was agreed between the buyer and the seller according to the concluded Framework Agreement or an addendum to the Framework Agreement.

II. The buyer is obliged to pay the invoice in the amount and currency stated on the invoice for payment. If the buyer pays the invoice in a currency other than stated on the invoice for payment, this payment may not be accepted as an invoice payment and may be returned to the account from which the payment was made, and the invoice will be considered unpaid. If payment in a foreign currency results in the seller incurring costs, such as bank fees or exchange rate differences, these costs are considered unpaid parts of the invoiced purchase price.

III. The buyer's obligation to the seller to pay the purchase price is fulfilled on the day the payment is received in the seller's account.

IV. The settlement of mutual receivables between the buyer and the seller will primarily occur through cashless transactions via banks. The validity of mutual receivable offsetting is conditioned on the seller's prior written acknowledgment of the debt for each specific case.

V. All accounting documents related to the purchase price must contain the requisites of a tax document according to applicable legal regulations, especially the VAT Act, and must also include the buyer's order number, due date, and designation of the financial institution and account number to be paid (seller's bank details). If these accounting documents do not contain the required requisites, the buyer is entitled to return them for completion. The buyer is obliged to state the reason for this return in writing.

VI. Tax documents will be sent electronically (by email) to the buyer's email address provided in the buyer's order or to the buyer's address listed in the public register no later than 3 working days after their issue. At the buyer's request, the tax document will also be sent by regular mail. The buyer is obliged to confirm to the seller whether they received the tax document during the inventory of receivables and payables carried out by the seller or the buyer.

VII. If the buyer repeatedly or one-time exceeds the due date of invoices for the seller's goods or equipment by more than 30 days, the seller is entitled to suspend deliveries of goods or equipment until all the buyer's debts are settled. In the event of the buyer's delay in paying any invoice issued by the seller, the buyer's claim to the contractual penalty stated in Article 6, paragraph VIII of these terms and conditions (seller's delay in delivery) is excluded.

VIII. In the event of the buyer's delay in paying the invoice, the seller is entitled to charge a contractual interest on late payment of 0.05% of the owed amount without VAT for each day of delay.

IX. If the buyer does not pay the contractual interest on late payment after settling the purchase price, the seller is entitled to bill the buyer this interest by stating a fixed amount for the debt of contractual interest on late payment.

#### Article 6: Delivery of Goods and Equipment

I. The seller undertakes to deliver the goods or equipment to the buyer within the deadlines and quantities stated in the confirmed order. Unless otherwise agreed in writing, the place of delivery is the delivery address used in the buyer's previous order.

II. Partial deliveries of goods according to the order are permissible.

III. The delivery is considered properly fulfilled when the goods or equipment are delivered to the agreed place of delivery (e.g., by contracted carrier, employee, or collaborator of the seller or for personal collection by the buyer at the seller's registered office, establishment, or another address).

IV. The seller undertakes to attach a delivery note to the delivery/hand-over of the goods with a precise indication of the content enabling a quantitative acceptance.

V. The seller undertakes to attach the following documentation to the delivery of the equipment: a. User manual and machine programming manual (in Czech) b. Machine accuracy protocol c. Handover protocol d. Warranty card e. Declaration of conformity according to CE f. Delivery note in two copies + final tax document g. Training protocol h. Technical documentation: electric documentation (line diagrams, PLC descriptions, input and output lists, component placement on the machine) i. Mechanics and hydraulics (HD diagrams and component placement, parts specification)

VI. The equipment delivery does not include oil fillings required for the operation of the equipment - the buyer must arrange the oil fillings at their own expense and prepare them for the equipment commissioning date. Upon the buyer's request, the seller can arrange the oil fillings and subsequently invoice them separately with a 30-day due date.

VII. The buyer undertakes to take all measures mentioned in Article 9 "Commissioning of the Equipment" before the delivery and installation of the equipment.

VIII. In the event of the seller's delay in delivering the goods or equipment, the seller is obliged to pay the buyer a contractual penalty of 0.01% of the total delivery price in CZK without VAT for each day of delay, up to a maximum of 10% of the delivery price. The contractual penalty is due 30 days after the delivery of the invoice with the penalty calculation.

IX. The seller shall pack the goods or equipment appropriately for the type of transport used and equip it with all necessary documents required for transporting the goods to the place of delivery. All packaging material (pallets, cartons, etc.) is part of the goods. If the packaging is defined as returnable by contractual agreement between the seller and the buyer or by binding regulations, the buyer is obliged to handle the packaging as per the agreement or regulation, e.g., return the packaging or part of it to the seller. The buyer shall handle the remaining or non-returnable packaging in compliance with waste regulations.

X. Each delivery of goods or equipment will be announced to the buyer electronically at the latest on the day of dispatch.

XI. Deliveries of goods can also be made through the vending machine - toolbox or consignment stock. The provisions of this Article, except for this point, do not apply to orders placed through the toolbox (Article 7) and/or consignment stock (Article 8).

XII. The buyer is obliged to confirm the receipt of goods from the seller or the carrier on one copy of the delivery note.

## Article 7: Delivery of Goods through Toolbox

I. In the case of delivering goods through the vending machine - toolbox, the seller undertakes to provide the buyer with an agreed number of toolboxes for rent, configured according to the buyer's requirements. The toolbox will be placed by the seller in the buyer's premises at a location agreed upon and approved by both the seller and the buyer. The buyer is not authorized to manipulate the toolbox, especially not to move it to another location.

II. The buyer must designate an authorized person who will be listed in the Framework Agreement or addendum as the contact person responsible for managing the toolbox. In case of a change in this position, the buyer must immediately notify the seller in writing. The seller will confirm the change immediately upon receiving the notification.

III. The buyer declares that the authorized person responsible for managing the toolbox is checked by the buyer in terms of criminal integrity and is professionally competent to fulfill the buyer's obligations under these GTC. If these GTC or the concluded purchase contract impose any obligation on the responsible person, it is understood to be an obligation of the buyer, who will ensure its fulfillment directly by the responsible person. The responsible person determines the authorized persons who can withdraw goods from the toolbox. Introducing authorized persons into the toolbox is possible only in writing, i.e., electronically.

IV. Other conditions, including the rental price of the toolbox, are specified in the framework agreement, which takes precedence over these GTC in case of a conflict. The rental price of the toolbox is invoiced monthly and depends on the turnover achieved in the given month. For the purposes of this paragraph, turnover is understood as the total value of goods (excluding VAT) invoiced by the seller to the buyer in the relevant month.

V. If the monthly turnover repeatedly (at least two consecutive months) does not reach 100,000 CZK, the seller is entitled to withdraw from supplying goods through the toolbox and to no longer provide the toolbox, removing it from the buyer's premises.

VI. Refilling the toolbox with goods by the seller can be done with one-time or partial delivery to ensure sufficient quantity and type of goods in the toolbox, corresponding to the consumption and needs of the buyer. The seller will place the goods in the toolbox unless agreed otherwise in writing. The buyer is obliged to allow the seller to fulfill this obligation at any time between 8:00-17:00 on working days. The minimum and maximum quantity of goods must be agreed in writing between the seller and the buyer and can be changed in writing according to the buyer's needs. A unilateral reduction in the minimum quantity of goods by the seller is possible in the case of goods not taken by the buyer from the toolbox for more than four months and/or in case of objective inability to supply the required quantity of goods (e.g., in case of a shortage of such goods at the seller) and/or in case of the buyer's breach of obligations towards the seller and/or if the seller suspects that the buyer will not be able or willing to fulfill their contractual obligations towards the seller.

VII. The seller is entitled to invoice non-collected special items or non-standard items specified directly for a specific buyer's production if these items are not taken from the toolbox within four months from their delivery to the toolbox. The buyer is always informed in writing that the item is special or non-standard and subject to the stated invoicing rule before ordering and placing the item in the toolbox. The buyer must confirm the order of this item in writing (electronically). In the course of confirmation, documents are created in the seller's system, namely received orders (OPTF) and delivery notes (DLTF), which serve as a basis for invoicing and do not represent orders and delivery notes according to Articles 3 and 6 of these GTC. The DLTF document, containing a list of items to be purchased, is signed by the buyer, thus confirming the delivery and invoicing of the goods, regardless of whether the buyer takes the special or non-standard items or not. The buyer is subsequently allowed to physically hand over these items or transfer them to the "purchase" category within the toolbox. These items are marked the same as the original ones in the toolbox, only with a "purchase" indicator, and no price is stated. These items are no longer invoiced after being taken from the toolbox. The buyer decides whether to continue supplying these items and can set limits for them for restocking. The buyer must electronically inform the seller about this form of restocking in the quantity specified by the limit set by the buyer. An order document (OPO), delivery note, and the item are immediately invoiced.

VIII. The buyer is informed in writing by the seller in the annual confirmation, listing all items in the toolbox – name and secondary name, standard, minimum and maximum settings, current price, and current status of pieces in the toolbox.

IX. In cases where the buyer and seller agree that the buyer will decide on refilling the toolbox, the seller will ensure the delivery of goods designated for placement in the toolbox to the address where the toolbox is located, along with a delivery note (PRV) with a precise indication of the content, enabling a quantitative acceptance. The buyer is obliged to check the goods properly before receiving them and immediately notify the seller in writing of any discrepancies or detected defects, which the seller is then obliged to investigate without undue delay. If the buyer does not find any defects or discrepancies, they are obliged to accept the goods and prepare them for the seller's representative, who will subsequently restock the tools in the toolbox based on the buyer's request. The buyer is not authorized to open or restock the toolbox.

X. The buyer operates the toolbox at their own expense; the seller ensures its functionality and suitability for operation at their own expense (if the possible malfunction or unsuitability for operation was not directly caused by the seller's fault, in which case the buyer bears the costs of restoring the toolbox).

XI. The seller monitors the consumption of goods from the toolbox based on automatically sent reports about the selection of goods from the toolbox and always issues the buyer a tax document (invoice) for the consumed goods at the end of the calendar month (or based on the agreed frequency). The toolbox automatically sends data to the seller every day, which is then processed by the seller's ERP system. Based on these data, which represent the real selection of goods from the toolbox, internal documents are created in the seller's system, namely received orders (OPTF) and delivery notes (DLTF), which serve as a basis for invoicing

and do not represent orders and delivery notes according to Articles 3 and 6 of these GTC. These documents are subsequently listed on the invoice issued by the seller. The buyer has an overview of tool selections in the monthly report, and the buyer's confirmation is not needed for the creation of OPTF and DLTF documents. The seller has the right to check the consumption of tools at any time during regular working hours (8:00-17:00 on working days) through a personal inspection of the goods in the toolbox, and the buyer is obliged to allow this.

XII. The seller maintains the inventory status and movement of goods in the toolbox in its accounting records and is entitled to inventory it at any time. On the inventory day, the seller prepares an inventory list containing the designation of the goods, EAN code, standard/non-standard, the number of keys + key to the return section held by the buyer, the number of pieces in the package, the number of shelves and partitions held by the buyer in the toolbox, and the inventory protocol. The seller's representative, in the presence of the responsible or authorized person of the buyer, compares the status of the goods in the inventory list with the actual physical status of the goods in the toolbox. The findings are recorded in the inventory list and the inventory protocol. The protocol and compared inventory lists are signed by all those present or involved in the inventory. If a shortage in the physical state of the goods is found during the inventory, the seller is entitled to issue the buyer an invoice for the missing goods. The shortage of goods may also be included in the regular invoicing for the monthly consumption of goods from the toolbox. In case of excess goods, the buyer is obliged to remove the excess number of goods from the toolbox. The inventory list must be signed by the buyer with a signature + printed name.

XIII. All risks associated with damage to the goods stored in the toolbox space and damage to the toolbox itself are borne by the buyer. Such risks include theft, fire, mechanical damage, natural disaster, or force majeure. The buyer is obliged to immediately notify the seller of any loss or damage to the goods in the toolbox or damage to the toolbox itself. In case of loss or damage to the goods in the toolbox or damage to the toolbox, the buyer must compensate the seller for the damage incurred based on an invoice for the amount of destroyed, damaged, or lost goods, and/or simultaneously the damages to the toolbox itself. The price of the toolbox itself (excluding goods) in case of its complete destruction is agreed by the parties to be 450,000 CZK (excluding VAT); written: four hundred and fifty thousand Czech crowns, unless agreed otherwise.

XIV. The buyer is obliged to allow the seller unlimited access (24 hours/7 days a week) to the toolbox to exercise property rights and also to the goods taken by the buyer for placement in the toolbox and/or to the goods stored in the toolbox. The buyer undertakes to provide the seller with all necessary assistance in handling the toolbox in the buyer's premises (especially handling equipment), and/or in the premises of other persons. If the buyer prevents or restricts the seller's representative from accessing the toolbox or the goods stored in it, the seller is entitled to immediately withdraw from this contract and immediately demand from the buyer the payment of a contractual penalty in the amount of the toolbox price, increased by the price of the goods stored in it, which will be derived from the last inventory (reduced by subsequent invoices and increased by refilled goods). The contractual penalty is due 30

days from the delivery of the invoice with the penalty calculation. The right to compensation for the seller's damage is not affected by the payment of the contractual penalty.

XV. If the toolbox is located in premises other than those owned by the buyer, the buyer must submit to the seller the owner's consent to the premises (real estate) where the toolbox is to be located. This consent must respect the provisions of these GTC regarding allowing the seller access to their property. The owner's consent to the premises where the toolbox is to be located will be an integral part of the concluded purchase contract.

XVI. The seller has marked each toolbox as their property with their name, registered office, and identification number, in addition to the manufacturer's label. The buyer must not tamper with or make these identification details illegible. In case of violation of this obligation, the buyer is obliged to pay the seller a contractual penalty of 10% of the toolbox price. The contractual penalty is due 30 days from the delivery of the invoice with the penalty calculation. The right to compensation for the seller's damage is not affected by the payment of the contractual penalty.

XVII. To ensure the smooth operation of the toolbox, for the communication needs of the toolbox with the seller's system, and for the remote management needs of the toolbox, the buyer undertakes to provide the seller (at the toolbox location) with:

1. High-speed internet connection via LAN for TCP/IP and SMTP protocols
2. Remote internet access to the toolbox
3. Free port 25 for email communication
4. Free ports 80, 443, 5983 for internet access
5. Port 12489 for internet monitoring

XVIII. These GTC apply to deliveries according to this Article as a whole unless a different specific regulation is stated in this Article.

#### [Article 8: Delivery of Goods through Consignment Stock](#)

I. Consignment stock is a space designated in the buyer's warehouse where the seller's goods are stored. The buyer takes goods from the consignment stock as needed and keeps records of the taken goods. The goods in the consignment stock must be placed so that they can always and under all circumstances be distinguished from the buyer's other supplies and must be secured against unauthorized access. The buyer must designate an authorized person responsible for managing the consignment stock and recording the taken goods and immediately notify the seller of any change in this person. The seller will confirm the change immediately after receiving the notification.

II. The buyer must ensure the placement and labeling of the goods so that they are identifiable as the seller's property, with the seller's name, registered office, and identification number. The buyer must not tamper with or make these identification details illegible. In case of violation of this obligation, the buyer is obliged to pay the seller a contractual penalty of 10% of the goods' value recorded in the consignment stock as of the

last inventory date preceding the buyer's breach. The contractual penalty is due 30 days from the delivery of the invoice with the penalty calculation. The right to compensation for the seller's damage is not affected by the payment of the contractual penalty.

III. The buyer declares that the person responsible for managing the consignment stock is checked by the buyer in terms of criminal integrity and is professionally competent to fulfill the buyer's obligations under this contract. If this contract imposes any obligation on the responsible person, it is understood to be an obligation of the buyer, who will ensure its fulfillment directly by the responsible person.

IV. In the case of goods designated for placement in the consignment stock, the goods will be delivered to the buyer at the consignment stock address along with a delivery note (PRV), with a precise indication of the content, enabling a quantitative receipt. The buyer is obliged to confirm the receipt of the goods.

V. Refilling the consignment stock with goods by the seller can be done with one-time or partial delivery to ensure a minimum quantity of goods in the consignment stock. The buyer orders goods for the consignment stock themselves and selects what goods and in what quantity the seller should replenish in the consignment stock using the "Tool Consumption" form. Unilateral reduction must be confirmed in writing by both the seller and the buyer. All orders for goods intended for the consignment stock must clearly indicate that they are for consignment stock replenishment.

VI. The seller is entitled to invoice special items or non-standard items specified directly for the buyer's production if these items are not taken from the consignment stock within four months from their delivery to the consignment stock. The buyer is always informed in writing that the item is special or non-standard and subject to the stated invoicing rule before ordering and placing the item in the consignment stock. The buyer must confirm the order of this item in writing.

VII. Each delivery of goods to the consignment stock will be announced to the buyer electronically at the latest on the day of dispatch.

VIII. The withdrawal of goods from the consignment stock is recorded by the buyer only through the authorized person they designate, and always no later than the 5th day after the end of the calendar month, the buyer sends the seller a clear and standardized list of consumed goods that were taken from the consignment stock in the previous month. Based on this list, the seller issues a tax document (invoice) for the consumed goods. Based on these data provided by the buyer in the prepared consumption table, internal documents are created in the seller's system, namely received orders (OPTF) and delivery notes (DLTF), which serve as a basis for invoicing and do not represent orders and delivery notes according to Articles 3 and 6 of these GTC. These documents are subsequently listed on the invoice issued by the seller. The seller has the right to inspect the tool consumption at any time, after prior written notification to the buyer delivered at least five working days in advance, through a personal inspection of the goods' status in the consignment stock.

IX. The seller maintains the inventory status and movement of goods in the consignment stock in its accounting records and is entitled to inventory it at any time. On the inventory day, the seller prepares an inventory list containing the specification of goods, the name of the goods, the number of pieces of goods, standard/non-standard, and the inventory protocol. The seller's representative, in the presence of the responsible or authorized person of the buyer, compares the status of the goods in the inventory list with the actual physical status of the goods. The findings are recorded in the inventory list and the inventory protocol. The protocol and compared inventory lists are signed by all those present or involved in the inventory. If a shortage in the physical state of the goods is found during the inventory, the seller is entitled to issue the buyer an invoice for the missing goods. The shortage of goods may also be included in the regular invoicing for the monthly consumption of goods from the consignment stock. In case of excess goods, the buyer is obliged to remove the excess number of goods from the consignment stock. The inventory list must be signed by the buyer with a signature + printed name.

X. All risks associated with damage to the goods stored in the consignment stock space are borne by the buyer. Such risks include theft, fire, mechanical damage, natural disaster, or force majeure. The buyer is obliged to immediately notify the seller of any loss or damage to the goods in the consignment stock.

XI. In case of loss or damage to the goods in the consignment stock, the buyer must compensate the seller for the damage incurred based on an invoice for the amount of destroyed, damaged, or lost goods. If the buyer repeatedly prevents the seller's representative from accessing the goods stored in the consignment stock, the seller is entitled to demand a contractual penalty from the buyer in the amount of the goods' value, which will be derived from the last inventory (reduced by subsequent invoices and increased by refilled goods). The contractual penalty is due 30 days from the delivery of the invoice with the penalty calculation. The right to compensation for the seller's damage is not affected by the payment of the contractual penalty.

XII. These GTC apply to deliveries according to this Article as a whole unless a different specific regulation is stated in this Article.

#### Article 9: Commissioning of the Buyer's Equipment

I. All connections and settings of the buyer's equipment before commissioning will be carried out by the buyer within 10 working days after the equipment is delivered by the seller and notify the seller in a written notice of the equipment's readiness for commissioning. The seller will start commissioning the equipment within 5 working days after the buyer has carried out all connections and settings of the equipment and the notice of readiness is delivered to the seller by post or electronically (by email) to the seller's email address.

II. As part of the equipment connection and settings, the buyer is obliged, at their own expense and risk, to ensure:

1. Unpacking and positioning the equipment including accessories to the installation site;

2. The foundation for the placement and fixation of the equipment, realized according to the manufacturer's foundation plan;
3. A separate power supply corresponding to the total power consumption of the equipment;
4. Connection of the equipment to the power network according to the electrical documentation provided with the equipment, by a certified technician who will verify the connection and issue a revision report available to the buyer before commissioning the equipment;
5. Lifting and handling equipment corresponding both in capacity and type to the weight and nature of the delivered equipment. The equipment can only be handled in ways described in the operating manual for lifting and moving it;
6. Preparation of a report on the connection and setting process, including all circumstances of the buyer's handling of the equipment and explicitly containing information about problems and extraordinary circumstances during the connection and setting of the equipment.

III. During commissioning, all equipment functions will be tested in both manual and automatic modes.

IV. The equipment acceptance will be confirmed by a handover protocol signed by the buyer immediately after the equipment is commissioned. By signing the handover protocol, the equipment is tested and handed over to the buyer for operation. Until the equipment is handed over to the buyer for operation and the handover protocol is signed, it is forbidden to enter the area around the equipment marked by the seller where commissioning activities (assembly, tuning, etc.) are taking place. Only the seller's personnel conducting the commissioning are allowed in this area. During this time, it is also prohibited for anyone to interfere with the commissioning process conducted by the seller in any way. The buyer may, in agreement with the seller, stop the commissioning process of the equipment according to an agreed procedure. In this case, the buyer assumes full responsibility for any consequences of the time delay in commissioning the equipment and other seller's obstacles arising from stopping or limiting the commissioning process.

V. The seller will conduct the training, which is the subject of these GTC, at the buyer's location.

VI. The buyer undertakes to allow the seller's technician access to their premises to commission the equipment. If the buyer does not provide the seller with cooperation by allowing access to the equipment for commissioning even after a written notice with a 15-day substitute period, the seller's claim for the outstanding part of the purchase price becomes due, and the seller is entitled to invoice the purchase price. If the buyer does not allow commissioning even after a written notice with a 15-day substitute period, the responsibility for commissioning passes to the buyer, and the equipment is considered handed over.

VII. When concluding a purchase contract for the equipment, the buyer is obliged to provide the seller with an insurance contract for the insurance of foreign equipment with insurance coverage in the full amount of the agreed purchase price of the equipment in case of incorrect handling or relocation from the receipt from the carrier. The insurance must contain a non-amendable agreement for the payment of the insurance benefit in favor of the seller. This insurance is terminated on the day the ownership right according to Article 11 of these GTC to the undamaged equipment is transferred.

VIII. The buyer undertakes to train the seller's employees or third parties used to fulfill the obligation under the concluded purchase contract for the equipment on OHS, fire safety, and company operations. The seller undertakes to comply with and respect these principles and also undertakes to ensure that third parties or their employees used to fulfill the obligations under the concluded purchase contract for the equipment also comply with all seller's obligations arising from this contract or generally binding legal regulations. The seller's employees or third parties will have all necessary mandatory authorizations required for conducting activities at the buyer's premises, including insurance for damages caused by their activities.

#### Article 10: Technical Regulations

I. The seller declares that the equipment complies with the provisions of currently valid regulations regarding accident prevention and the provisions of the CE conformity regulations. The buyer acknowledges that they are not authorized to dismantle protective covers, as such equipment would no longer comply with accident prevention regulations.

II. The seller declares that the equipment is equipped with a variable frequency drive, which assumes the fulfillment of connection conditions. If these conditions are not met, it is necessary to contact the relevant power company before connecting the equipment.

#### Article 11: Reservation of Ownership and Transfer of Risk of Damage

I. The risk of damage to the goods and equipment passes from the seller to the buyer at the moment of delivery to the agreed place of delivery. The delivery note for the goods and equipment is in two copies (one for the buyer and one for the seller). The buyer is obliged to mark the receipt of goods and equipment on the delivery note by an authorized, responsible, and instructed person, and the delivery note will contain only the records according to the content of the delivery note. The delivery note contains the date of handover of the goods or equipment by the carrier, the designation of the seller, the buyer, the delivered goods, and the documents delivered with the goods, as well as other records specified in the delivery note by the seller. If the goods or equipment have visible defects that do not prevent their function, the buyer is obliged to note these on the delivery note, accept the goods, and claim the defects according to Article 14 (warranty conditions) of these GTC.

II. The ownership right to the equipment passes from the seller to the buyer by commissioning the equipment based on the signed handover protocol according to Article 9, point IV of these GTC and concurrently by fully paying the purchase price of the equipment (whichever occurs later). The ownership right to the goods passes from the seller to the buyer only upon full payment of the purchase price. Until the purchase price is fully paid and

the equipment is handed over based on the handover protocol according to Article 9, point IV of these GTC, the buyer must not transfer the goods or equipment to third parties, otherwise dispose of them or encumber them with liens or any other rights of third parties. The buyer is obliged to mark the goods or equipment with a visible ownership label of the seller immediately after receiving the goods or equipment and to keep this label on the goods or equipment until the purchase price is fully paid in accordance with the concluded purchase contract. In the event of insolvency, enforcement, or execution against the buyer as the obligor, the buyer is obliged to immediately inform the seller and provide all information and documents necessary for the seller to exercise their rights to the goods or equipment. The buyer is obliged to reimburse the seller for all costs incurred to protect their ownership right to the goods or equipment against third-party interventions if these are not reimbursed by third parties, within 10 days from the delivery of the seller's written request to the buyer.

III. The destruction, loss, or theft of goods or equipment after the transfer of the risk of damage does not release the buyer from the obligation to pay the agreed purchase price to the seller.

IV. The buyer assumes the risk of accidental destruction or damage to the equipment and goods from the moment of their receipt from the carrier.

V. The provisions of this Article 11 apply to goods in consignment stock, except for the provision on the transfer of the risk of damage to the goods, which passes from the seller to the buyer at the moment of delivery to the consignment stock.

VI. The provisions of this Article 11 apply to goods/equipment in the toolbox, except for the provision on the transfer of the risk of damage to the goods, which passes from the seller to the buyer at the moment of receipt of the goods and equipment from the toolbox.

VII. For the toolbox, if the buyer purchases it, the provisions of this Article 11 regarding equipment apply.

#### Article 12: Liability for Damage

I. The seller's liability for damage to property is covered by the seller's operational liability insurance. The scope of insurance will be specified by the seller to the buyer in case of their written request.

#### Article 13: Withdrawal from the Purchase Contract, Contractual Penalty

I. The buyer and the seller may withdraw from the concluded purchase contract in case of breach of obligations by the other party under the conditions specified by Act No. 89/2012 Coll., the Civil Code, as amended. The buyer and the seller are obliged to notify the breaching party in writing of the specific breach of the contract and provide them with a deadline to fulfill their obligations under the concluded purchase contract or to rectify the deficiencies within a reasonable period for the given problem. The term must be feasible and not shorter than 10 working days.

II. The buyer is entitled to withdraw from the concluded purchase contract also in case the seller has not delivered the goods or equipment to the buyer according to the agreed conditions and has not remedied this breach even within an additional reasonable period.

III. The seller is entitled to withdraw from the concluded purchase contract also in case:

1. The buyer has not accepted the goods or equipment under the conditions specified in the concluded purchase contract and has not remedied this breach even within an additional reasonable period provided by the seller in a written notice to remedy delivered to the buyer, with this period not being shorter than 5 and longer than 10 working days;
2. The buyer has not taken the necessary measures for the commissioning of the equipment according to Article 9, points I and II of these GTC or has not informed the seller in writing within 30 days from the delivery of the equipment to the required address of the buyer, even within an additional period of 30 days provided by the seller;
3. The buyer has not paid any part of the purchase price of the goods or equipment and has not remedied this breach even within an additional reasonable period provided by the seller.

#### Article 14: Warranty Conditions

I. The seller provides a warranty for the goods and equipment delivered to the buyer under the terms and conditions specified in this Article.

II. The warranty period begins from the date of delivery of the goods or equipment to the buyer, as indicated on the delivery note. The standard warranty period is 24 months unless otherwise agreed in the purchase contract or specified in the product documentation.

III. The buyer is obliged to inspect the goods or equipment immediately upon delivery. Any apparent defects must be reported to the seller in writing within 3 days from the date of delivery. Hidden defects must be reported to the seller in writing within 3 days from the date of their discovery, but no later than within the warranty period.

IV. The warranty does not cover:

1. Defects caused by improper use, handling, or storage of the goods or equipment by the buyer.
2. Defects resulting from unauthorized modifications or repairs carried out by the buyer or a third party.
3. Wear and tear resulting from normal use of the goods or equipment.
4. Defects caused by external factors such as natural disasters, accidents, or other events beyond the seller's control.

V. In the event of a justified warranty claim, the seller will, at its discretion, either repair the defective goods or equipment, replace them with new or equivalent goods or equipment, or provide a reasonable discount on the purchase price.

VI. Warranty repairs or replacements will be carried out within a reasonable period agreed upon by the seller and the buyer. The buyer must allow the seller or its authorized representative access to the goods or equipment for inspection and repair.

VII. The seller is not liable for any indirect, incidental, or consequential damages arising from the use of the goods or equipment, including but not limited to loss of profit, loss of production, or loss of data.

VIII. In cases where the buyer claims a defect within the warranty period, the burden of proof lies with the buyer to demonstrate that the defect existed at the time of delivery.

#### Article 15: Final Provisions

I. Any amendments or additions to these GTC or the purchase contract must be made in writing and signed by authorized representatives of both the seller and the buyer.

II. If any provision of these GTC or the purchase contract is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect. The parties will negotiate in good faith to replace the invalid or unenforceable provision with a valid and enforceable provision that most closely approximates the original intent of the parties.

III. These GTC and the purchase contract constitute the entire agreement between the seller and the buyer and supersede all prior agreements, understandings, and communications, whether written or oral, relating to the subject matter hereof.

IV. The buyer is not entitled to assign or transfer any rights or obligations under these GTC or the purchase contract without the prior written consent of the seller.

V. The headings in these GTC are for convenience only and do not affect their interpretation.

VI. These GTC are drawn up in the Czech language. In the event of any inconsistency between the Czech version and any translation thereof, the Czech version shall prevail.

VII. These GTC are governed by and construed in accordance with the laws of the Czech Republic. Any disputes arising out of or in connection with these GTC or the purchase contract will be subject to the exclusive jurisdiction of the courts of the Czech Republic.

VIII. The seller and the buyer agree to make every effort to resolve any disputes arising out of or in connection with these GTC or the purchase contract amicably through mutual negotiations.

This document contains the full translation of the specified sections of the original document. If you need any further assistance or more detailed translation of any specific part, please let me know.

#### Article 16: Applicable Law

I. Relations not expressly governed by these GTC are governed by the relevant provisions of the Civil Code (Act No. 89/2012 Coll., as amended) and the Act on Business Corporations (Act No. 90/2012 Coll., as amended), or the provisions of other generally binding legal regulations.

II. The buyer and seller undertake to resolve any disputes arising from the concluded purchase contract and in connection with it through mutual negotiations. If such negotiations do not lead to a resolution of the dispute, the court according to the buyer's registered office is competent to resolve it.

#### Article 17: Delivery of Documents and Notification of Changes in Data

I. The addresses specified in the header of the concluded purchase contract or in the confirmed order are binding for the buyer and seller for the delivery of documents. The seller and the buyer are obliged to notify the other party in writing without undue delay, but no later than within 5 calendar days, of any change in the address designated for the delivery of documents or changes in the data under which they conduct business. Upon receipt of the notification of a change of address, the buyer and seller are obliged to use the changed address for delivery or use the changed data to the extent modified and cannot rely on the previously provided data.

II. Delivery of any document means personal delivery of the document to the other party against signature on a copy of the document with the date of receipt (if the date is not indicated, the parties assume that the document was delivered on the date specified as the date of the document's writing) or by sending the document by registered mail to the address specified in the header of the concluded purchase contract or in the confirmed order or by sending the document electronically (by email) to the email address of the other party specified in the header of the concluded contract or in the confirmed order. The seller and the buyer assume that a consignment sent using a postal services operator has arrived on the third working day after dispatch, and if sent abroad, then on the 15th working day after dispatch, in accordance with § 573 of the Civil Code.

#### Article 18: Exclusions

I. The seller and the buyer expressly exclude the application of § 1793 and subsequent sections and § 1796 and subsequent sections of the Civil Code, as the buyer and seller consider the mutual performances to be reasonable, and neither party acted under duress, inexperienced, mentally weak, agitated, or reckless when concluding the purchase contract. Similarly, the seller and the buyer expressly exclude the application of § 1765 and § 1766 of the Civil Code regarding changes in circumstances, as they state that the contractual relationship is concluded with regard to possible changes in circumstances during its duration.

#### Article 19: Data Protection

I. The seller guarantees the protection of personal data to the extent specified by legal regulations, in accordance with the Privacy Policy published on the seller's website: GRUMANT Privacy Policy.

## Article 20: Final Provisions

I. These GTC are valid in the wording provided on the seller's website at the time the order is sent by the buyer.

II. The seller may change or supplement the wording of these GTC. This provision does not affect rights and obligations arising during the validity of the previous wording of the GTC. Any changes to the GTC will always be published on the seller's website, indicating the exact time of the change.

III. These GTC become effective on August 9, 2024.