



GENERAL SALES CONDITIONS

1 Preamble

- 1.1 These General Business Terms ("**Terms**") set basic content of a business relationship between TREVOS, a.s., Identification No. 25922530, with its registered office at Mašov 34, 511 01 Turnov, Czech Republic, company duly incorporated and existing under laws of the Czech Republic and registered as such by the Municipal Court in Hradec Králové, in Section B, Folio No. 1935 ("**Seller**") and a third person ("**Purchaser**") buying any tangible movable property and any parts thereof - light fittings and their parts ("**Products**") in regard of which, by virtue of a purchase agreement, the Seller agrees to deliver and transfer the ownership right to the Products to the Purchaser upon future orders of the Purchaser in accordance with the terms and conditions set forth in these Terms and the particular orders of the Purchaser and the Purchaser agrees to accept and pay the purchase price for the same, irrespective of whether the Products is referred to as the products, spare parts, etc. in such contract ("**Purchase Agreement**").
- 1.2 These Terms public on the web pages of the Seller www.trevos.eu always constitute an integral part of each Purchase Agreement concluded by and between the Purchaser and the Seller irrespective of whether directly attached to the Seller's offer, Purchaser's order or to the Purchase Agreement, or made accessible to the Purchaser in any other way or form.
- 1.3 Should there be any discrepancy between the provisions of the Purchase Agreement and these Terms, the provisions of the Purchase Agreement shall prevail.

2 Subject

- 2.1 Upon the terms and conditions set forth in these Terms and the Purchase Agreement the Seller shall undertake to assign the title to the Products over to the Purchaser, and the Purchaser shall undertake to accept the Products and pay for such Products an agreed price.

3 Purchase Agreement

- 3.1 The offer to enter into the Purchase Agreement shall have the form of:
- (a) a draft of the Purchase Agreement which must be delivered to the Seller's mail address stated in these Terms in writing;
 - (b) a draft of the Purchase Agreement which must be delivered to the Seller's e-mail address trevos@trevos.cz or e-mail of responsible sales person settled on domain @trevos.cz;
 - (c) a purchase order which must be delivered to the Seller's mail address stated in these Terms or Seller's e-mail addresses mentioned in 3.1(b). ("**Order**").

- 3.2 The Order shall usually contain:

- (a) Identification of the Purchaser;
- (b) Identification of the Products (particularly its specification and quantity);
- (c) Additional requirements, rights and duties.

- 3.3 Any divergence or change in the Order requires Seller's explicit approval, otherwise such divergence or change shall be considered as null and void.

- 3.4 The Purchase Agreement shall be considered as duly executed by:

- (a) returning to the Purchaser the draft of the Purchase Agreement signed by the Seller;
- (b) sending the Order signed by the Seller back to the Purchaser's e-mail address.

- 3.5 The Purchaser's Order must be affirmed by the Seller in full and without any amendments, objections or other changes against the text of Order sent by the Purchaser, otherwise the Purchase Agreement shall not be executed.

- 3.6 Should the Seller's affirmation under previous Section 3.5 contain any amendments, objections, restrictions or other changes, it shall be considered as rejection of the same and shall form a new offer. In such case the Purchase Agreement shall be executed (i) only if such new offer is affirmed by the Purchaser and returned in the form specified hereof; or (ii) the Seller shall not receive from the Purchaser any response to the Seller's offer adjusting the Purchaser's previous Order within three (3) days.

- 3.7 The Purchaser's Order is considered as binding and therefore cannot be cancelled or modified before Seller's confirmation or rejection.

- 3.8 The Seller shall confirm to the Purchaser any delivered Order usually within five (5) business days of its delivery to the Seller or notify the Purchaser within the same term that it rejects the Order.

- 3.9 Should the Seller make the offer to the Purchaser provisions of this Article 3 shall apply appropriately excluding Section 3.7 which shall not apply to the Seller's offer.

- 3.10 Acceptance of such Seller's offer by the Purchaser with reference to its own general business terms is valid only to the extent upon which such Purchaser's general business terms correspond to these Terms. Should there be any discrepancy between the provisions of the Purchaser's general business terms and these Terms, the provisions of these Terms shall always prevail.

4 Default & Termination

- 4.1 The Purchaser may terminate the particular Purchase Agreement if the Seller materially defaults in the performance of its obligations under such Purchase Agreement and fails to cure such default within 14 days

after written notice thereof from the Purchaser. Such termination shall be the Purchaser's sole remedy in the event of a default by the Seller.

- 4.2 The Purchaser shall be deemed in material default under this Agreement if the Purchaser fails to pay any amounts when due under the Purchase Agreement, cancels or attempts to cancel any Purchase Agreement prior to delivery of ordered Products or refuses delivery of the Products or otherwise fails to perform any of its obligations under the Purchase Agreement or fails to pay the Seller any sums due under any other agreement or otherwise.
- 4.3 In the event of a material default by the Purchaser, the Seller may, upon written notice to the Purchaser (i) suspend its performance and withhold shipments, in whole or in part; (ii) terminate any Purchase Agreement(s); (iii) declare all sums owing to the Seller immediately due and payable; and/or (iv) recall Products in transit, retake same and repossess any Products held by the Seller for the Purchaser's account, without the necessity of any other proceedings, and the Purchaser agrees that all Products so recalled, taken or repossessed shall be the property of the Seller, provided that the Purchaser is given credit therefor.
- 4.4 In case of breach by the Purchaser of provisions of the Article 10 hereof the Seller shall be entitled to a contractual penalty in the amount of EUR 10,000 for each occurrence of such breach. The penalty shall be paid no later than fourteen (14) days after Seller's request. The application of contractual penalty shall not prevent the Seller to claim damage caused by such breach.
- 4.5 Exercise of any of the foregoing remedies by the Seller shall not preclude exercise of any of the others, and neither the existence nor exercise of such remedies shall be construed as limiting, in any manner, any of the rights or remedies available to the Seller under the Purchase Agreement, these Terms and Czech laws.

5 Products

- 5.1 The Products range offered by the Seller is based on the current catalogues, samples presented at the exhibitions & trade fairs or to the Purchaser, public on the web pages of the Seller www.trevos.eu or sent to the Purchaser on his request.
- 5.2 Any drawings, weights and dimensions of the Products given in these catalogues are of informative nature, unless expressly indicated as binding.
- 5.3 The properties of the Products shall as a general rule only include the properties as stated in the binding description.
- 5.4 Any information provided by the Seller verbally is given in good faith but without any warranty. Any such information shall not give rise to any responsibility of the Seller.
- 5.5 The Seller may modify the specifications or the design of the Products ordered and to deliver Products in conformity with such modified specifications or design, provided that such modified Products are designed for the same purpose as the Products ordered and are not essentially different. The Seller is also authorised to modify the specifications or design of the Products if, due to a lack of materials or any other similar cause, it

is unable to meet the standard specifications or special specifications agreed with the Purchaser. In the aforementioned cases the Seller shall have duly fulfilled its obligation to deliver conforming Products by delivering the Products thus modified and such modification and difference shall not be in any way considered as a breach of the Purchase Agreement by the Seller and shall not entitle the Purchaser to any remedy.

- 5.6 The Seller shall ensure that delivered Products comply with the specific technical and statutory requirements or standards set by the laws and regulations of the country in which they are produced.
- 5.7 The Purchaser shall not import the Products into any country, without ensuring that they comply with the local technical and statutory requirements in effect in the country of import including all marking, labelling, and supplemental user and service information (if any) required by the standards, where applicable. The Purchaser shall comply fully with all applicable safety-related laws, rules and regulations of any governmental body having jurisdiction to regulate the manufacture, distribution or sale of the Products supplied by the Seller. The Purchaser shall obligate all persons and entities buying such products from the Purchaser (other than end users) to comply with such industry standards, laws, rules or regulations applicable to such person or entity. The Purchaser shall defend and hold the Seller harmless against any expense, loss, costs or damages relating to any claimed failure by the Purchaser to comply with such industry standards, laws, rules or regulations or from any bodily injury, illness or property damage resulting from further sale of the Products by the Purchaser or products manufactured by the Purchaser which incorporate the products supplied by the Seller. Should the Purchaser fail to defend and hold the Seller harmless against any expense, loss, costs or damages under previous sentence it shall indemnify the Seller against all liabilities, costs and expenses incurred as a result of the Purchaser's breach of this Section 5.7.
- 5.8 Any Products ordered by the Purchaser for inspection or testing ("**Samples**") shall be usually provided by the Seller to the Purchaser free of charge.
- 5.9 In case of deliveries based on the Purchaser's drawings or models, the Purchaser shall be liable regarding third-party intellectual property rights.

6 Shipping & Delivery

- 6.1 The Seller shall deliver the Products in the quantity, quality and make determined in the Purchase Agreement.
- 6.2 The Seller shall deliver to the Purchaser only the invoice and shipping documents; any other documents shall be attached to the consignment under condition these are explicitly listed in the Purchase Agreement.
- 6.3 The way of packing shall be at the Seller's sole discretion. In case special instructions are necessary, the Purchaser should notify the Seller thereof in time to enable the Seller to comply with the same and all additional cost thereby incurred shall be borne by the Purchaser.

- 6.4 The Seller shall deliver the Products to the Purchaser in a period adequate to the nature, quantity and Seller's manufacturing capacities.
- 6.5 Should the dispatch or delivery dates be stated in the orders, offers, or Purchase Agreement(s) these shall be regarded as approximate only. Delivery after the stated delivery date shall not be in any way considered as a breach of the Purchase Agreement by the Seller and shall not entitle the Purchaser to any remedy.
- 6.6 Partial deliveries of the Products are permitted unless agreed otherwise between the parties in the Purchase Agreement.
- 6.7 The actual delivery of the Products is carried out by external suppliers - shipping companies under terms stated within actual INCOTERMS at the expense of the Purchaser, unless agreed otherwise in the Purchase Agreement.
- 6.8 The Purchaser may request the Seller to organise the transport of the Products on the Purchaser's behalf, in which case the Purchaser shall be responsible for all costs and risk associated with such transport; however only in case the Seller accepts such request.
- 6.9 Proof of delivery of the Products shall be delivery document (a delivery slip or a delivery note) containing specification of the type of the Products, quantity supplied and accepted. When taking over the Products from the carrier, the Purchaser shall check the integrity of the packaging of the Products and in case of any defects immediately (in special circumstances no later than within forty-eight (48) hours) notify the carrier and the Seller. In case of damage to the package the Purchaser must make a detailed photo documentation of such damage and make a note to the shipping document. The Purchaser confirms by signing the delivery note that the shipment of the Products meets all the terms and conditions and any later claims regarding faulty packages of damaged shipments containers cannot be claimed.
- 6.10 The Purchaser is required to accept delivery of the Products by the Seller. The Seller may store the Products if the Purchaser fails to accept such delivery on the Purchaser's costs.
- 6.11 The Seller may withdraw from the Purchase Agreement and sell the Products to another person, should the Purchaser fail to take over the Products within thirty (30) days from the date agreed in the Purchase Agreement or from the date when he has been prompted to do so by the Seller in writing (by e-mail, text message, or fax) in which case the Purchaser shall reimburse the Seller for any shortfall below the Price agreed in the Purchase Agreement with the Purchaser, and for all costs and expenses incurred by the Seller in relation to the Products storage and further sale of the Products to a third person. The Purchaser must not then raise any claims for any indemnifications, such as for the lost profit etc.
- 6.12 In the event of uncollected Products after the withdrawal from the Purchase Agreement, the Seller shall have the right to invoice the Purchaser with the contractual penalty in the amount of 50 % of the Price (as specified further in the Section 7.6).
- 6.13 Unless otherwise agreed in the Purchase Agreement, ownership right to the Products passes to the Purchaser as of the moment of full payment of the Price, including contractual penalty (if any) and / or any other default payment. Until ownership of the Products transfers to the Purchaser, the Purchaser shall not have the right to pledge the Products or to otherwise encumber and/or to dispose of them without the Seller's prior written consent. Resale as part of the Purchaser's normal business operations is permitted.
- 6.14 The risk of damage to the Products passes from the Seller to the Purchaser under the actual terms of INCOTERMS.
- 6.15 Any other arrangements in shipping can be regulated in writing in the Purchase Agreement, mainly by reference to the delivery condition under the actual terms of INCOTERMS.
- ## 7 Price & Payment
- 7.1 The Purchaser shall pay to the Seller for the Products a purchase price agreed between the parties in the Purchase Agreement or upon the Price List (as specified further in the Section 7.6 („**Price**“).
- 7.2 Unless explicitly stated otherwise in the Purchase Agreement, all Prices agreed are denominated in EUR or USD currency and are exclusive of VAT and any other levies, costs and similar imposed payments which shall be paid by the Purchaser. VAT payment shall be regulated by relevant legal regulations; in cases where an option to submit the Price and other costs to VAT is available, such option shall be used by the Seller.
- 7.3 The net Price does not include insurance or any sales, use, excise or other taxes, duties, fees or assessments imposed by any jurisdiction. All applicable taxes will be paid by the Purchaser, unless the Purchaser provides the Seller with appropriate tax exemption certificates. The Purchaser indemnify the Seller for all taxes, costs, fees, expenses, penalties, and other charges if the Purchaser cannot provide adequate evidence that it remitted the applicable sales tax to the destination state. Any amounts paid at any time by the Seller that are the responsibility of the Purchaser shall be invoiced to the Purchaser and reimbursed to the Seller in full.
- 7.4 If the Purchaser requests that the Seller ships Products to the Purchaser's customer, the Purchaser shall be solely responsible that the package is collected by an authorized person.
- 7.5 In the event VAT or similar taxes are levied over the sales of the Products to the Purchaser although Seller considered this to be a transaction over which no VAT or taxes were due (e.g. in the event of EU intracommunity delivery), the Seller shall be entitled to charge the VAT and other taxes to the Purchaser in addition to any additional charges and fines, without the Seller being obliged to protest against such VAT, taxes or additional charges and fines.
- 7.6 The Seller and the Purchaser may agree in the Purchase Agreement that the Price shall be fixed in accordance with the Seller's price lists in effect on the date of the Purchase Agreement execution ("**Price List**"), however only to the extent that the Products are included in such Price List.
- 7.7 If no Price has been agreed according to the Purchase Agreement or these Terms, the Price List current at the time of the conclusion of the Purchase Agreement shall apply.

- 7.8 The agreed Price is based on the market conditions at the time the Seller accepts the Order. The Seller has the right at any time by giving notice to the Purchaser to adjust the agreed Price if cost factors that (co)determine the Price (including, but not limited to, the market prices of the Products, raw materials, transportation, personnel costs, insurance, exchange rates, taxes and other financial charges) are increased between the date of the Purchase Agreement and the delivery date.
- 7.9 The Purchaser's request for an additional change in the confirmed Order (which the Seller may accept or reject upon its sole discretion) is subjected to an administration fee determined by the Seller.
- 7.10 Should the net Price for the Products not exceed EUR 2,000 the Seller may charge to the Purchaser a handling fee of EUR 40.
- 7.11 The Purchaser shall pay all invoices issued by the Seller in accordance with the payment conditions stated in the invoice. In the absence of such conditions, the Price shall be due within fourteen (14) days of the invoice date.
- 7.12 Any payment arising out of the Purchase Agreement and / or these Terms shall be paid by way of a bank transfer to the bank account of the Seller specified in the Purchase Agreement, or other bank account determined by the Seller as notified in written to the Purchaser, or bank account stated in the invoice.
- 7.13 The Seller shall be entitled to suspend performance of all its obligations to the Purchaser, including those arising from other Purchase Agreements, until the Purchaser has paid all overdue payment amounts.
- 7.14 Should the Purchaser fail to pay to the Seller any amount due by the date such amount is due, the Purchaser shall pay to the Seller a contractual penalty on the overdue amount at the rate of 0,1 % per day and such interest shall accrue daily from the due date until the date of payment of the overdue amount.
- 7.15 In the event of default in payment of the Price or any part thereof, the Purchaser agrees to pay the Seller's expenses, including reasonable attorney's fees and expenses, incurred by the Seller in enforcing payment thereof, including all expenses incurred in connection with any arbitration or judicial proceeding.
- 7.16 The Seller may at its sole discretion (particularly in case the Purchase Agreement is concluded with the Purchaser for the first time; or the Purchaser is in delay with any payment to the Seller) at any time (i) require partial or full advance payment of the amounts payable to the Seller by the Purchaser; (ii) require the Purchaser to procure a third party guarantee in respect of those amounts, to the Seller's satisfaction; (iii) or require that payment is made by an irrevocable letter of credit confirmed by a bank acceptable to the Seller, and the Purchaser's failure in each case shall entitle the Seller to suspend delivery of the Products.
- 7.17 All amounts due under the Purchase Agreement to be paid by the Purchaser to the Seller shall be paid in full and without any deduction under whatever title (excluding a fee withheld by the Seller's bank in respect of an income payment) and the Purchaser shall not be entitled to assert any credit setoff or counterclaim against the Seller in order to justify withholding payment of any such amount in whole or part. the Seller shall be entitled to offset amounts due

by the Seller to the Purchaser against amounts due by the Purchaser to the Seller.

8 Warranties

- 8.1 Warranties to the Products shall be regulated within a separate document available at the Seller's website www.trevos.eu which forms an inseparable part of these Terms.
- 8.2 Manuals, instructions and technical schemes shall be regulated within a special document available at the Seller's website www.trevos.eu which also forms an inseparable part of these Terms.

9 Liability and indemnification

- 9.1 Nothing in the Purchase Agreement shall limit or exclude the Purchaser's liability for fraud or any liability to the extent that it cannot be limited or excluded under applicable law.
- 9.2 The Seller's aggregate liability in respect of all claims arising out of or in connection with the Purchase Agreement, whether in contract or tort (including negligence) or otherwise, shall not in any way exceed an amount equal to the Price paid or payable by the Purchaser under the Purchase Agreement.
- 9.3 The Seller shall not be in any way liable, whether in contract or tort (including negligence) or otherwise for any (i) loss of profit or anticipated profit; (ii) loss of revenue or income; (iii) diminution of goodwill; (iv) any indirect or consequential loss of whatever nature.
- 9.4 If the Seller provides the Purchaser with any advice and/or with technical support the Purchaser shall not rely on, and the Seller does not warrant, the accuracy and completeness of such advice and support, and all liability of the Seller arising out of or in connection with such advice and support is excluded to the fullest extent permitted by law.
- 9.5 The Purchaser shall not be entitled to bring a claim against the Seller arising out of or in connection with the Purchase Agreement, whether in contract or tort (including negligence) or otherwise, more than twelve (12) months after the date on which the relevant circumstances giving rise to a claim arose or, if later, on which the Purchaser ought reasonably to have become aware of the circumstances giving rise to a claim.

10 Intellectual Property Rights

- 10.1 Any patent, software, design, copyright, trademark or other intellectual property right ("IPR") being part of the Products, shall remain the sole and exclusive of the Seller. The Purchaser shall not acquire any ownership right or ownership title in such IPR.
- 10.2 It is not allowed to the Purchaser to offer or supply third parties with substitute products in place of the Seller's Products and simultaneously refer to these products, or to combine Product names of the Seller, whether protected or not, with the word "substitute" or to contrast those with the name of substitute products in price lists or similar business documents.
- 10.3 It is not permitted when using Seller's Products for manufacturing purpose or further processing, to use Seller's Product designations, in particular Seller's trademarks on such Products or their packaging or in

printed format and advertising material without Seller's prior written consent, in particular as a specification of a part.

- 10.4 In case the Purchaser becomes aware or should have become aware of any claim of infringement or allegation of infringement of third party IPR, the Purchaser shall immediately notify the Seller in writing thereof, failing which the Seller shall have no obligations to indemnify or defend Purchaser against the claim concerned nor any other obligation with regard to such third party IPR infringement.

11 Confidentiality

- 11.1 Upon the terms and conditions set forth in the Purchase Agreement and / or these Terms the Purchaser shall keep secret and treat confidential all information that might be of confidential nature ("**Confidential Information**").
- 11.2 The parties agree that all information disclosed in connection with the Purchase Agreement (unless stated otherwise by the Seller) shall be deemed as the Confidential Information.
- 11.3 The Purchaser shall not use the Confidential Information other than for the purpose of this Agreement.
- 11.4 The Purchaser shall be entitled to disclose the Confidential Information to its officers, directors, employees and professional advisors on a "need-to-know basis" subject to such person undertaking to keep all the information as confidential as per the terms of these Terms.
- 11.5 The Confidential Information furnished in tangible form shall not be duplicated by the Purchaser except for the purposes of the Purchase Agreement.
- 11.6 Upon the request of the Seller the Purchaser shall return all Confidential Information received in connection with the transaction contemplated by the Purchase Agreement included its copies or reproductions or other media containing such Confidential Information; all such within ten (10) days after Seller's request.
- 11.7 The Purchaser shall notify the Seller without delay of any actual suspected or threatened unauthorised disclosure or use of the Confidential Information and comply with any reasonable directions of the Seller relating to the Confidential Information in such cases.
- 11.8 The Purchaser shall not use any of the Confidential Information to the competitive disadvantage of the Seller.
- 11.9 In case of breach of any of the obligations of the Purchaser set out hereof the Purchaser shall pay to the Seller a contractual penalty of EUR 100,000 for each individual breach. Claim for damage (if any) shall survive the provision of these Terms relating to the contractual penalty.
- 11.10 The Seller shall be free and fully authorized by the Purchaser to store the Purchaser's data.

12 Notices

- 12.1 Should not state in the Purchase Agreement otherwise, each notice, request and other communication is considered to be duly done or executed if delivered to the party to which it may or shall be communicated,

either in person or by registered mail to the address of the party stated in the Purchase Agreement or notified by such party to the other party hereto which communicates such notice, request or other communication. Any notice pursuant to the Purchase Agreement shall be considered delivered:

- (a) as of the day of physical hand-over of the notice, if the notice is sent by a courier or delivered in person; or
- (b) as of the day of delivery marked on the delivery certificate of the notice is sent by registered mail complete with a delivery certificate; or
- (c) on a tenth (10) day after dispatching if the notice is sent by registered mail.

- 12.2 Should not state in the Purchase Agreement or these Terms otherwise, any notice, certificate, request, demand or other application required or permitted to be given hereunder shall be executed in writing, and shall, unless some other mode of giving the same is accepted by the receiving party, be sent via registered mail, or be personally delivered to the other party to the address specified in the Purchase Agreement or to such other address as may be furnished by such party to the other.

- 12.3 Notwithstanding the above, any document (as specified in the previous Section 12.2) sent to the Purchaser from the Seller's electronic domain @trevos.cz shall be considered equally as made in written form.

13 Force majeure

- 13.1 The Seller shall not be held liable for full or partial non-performance of any of its obligations under the Purchase Agreement, should such non-performance be caused by force-majeure circumstances which occurred or entered into force after signing hereof.
- 13.2 Force-majeure circumstances shall be considered as circumstances which can in no way be influenced by the Seller and for the occurrence of which the Seller can be held liable such as earthquake, fire, flood or other nature calamities as well as war and epidemic.
- 13.3 Should any of the above circumstances occur the Seller for which the fulfilment of its obligation has become impossible, shall notify the Purchaser in writing on the supposed duration and termination of such circumstance not later than in fifteen (15) days from the moment of its arising. The notification shall contain the information on the nature of the circumstances as well as, if possible, estimation of the possible influence thereof on the Seller's fulfilment of its obligation hereunder.
- 13.4 Should the circumstances specified in this Article 13 and their consequences last more than two (2) months or should it become clear from the beginning that such circumstances and their consequences shall last more than two months, the parties shall hold negotiations as soon as possible to find out mutually acceptable alternatives for the fulfilment hereof and conclusion of the respective agreements.

14 Distinction clause

- 14.1 The relationship of the Seller and the Purchaser established by the Purchase Agreement is that of

independent nature, and nothing contained in the Purchase Agreement shall be construed, unless expressly set out hereof, to (i) give the Purchaser the power to direct and control the day-to-day activities of the Seller, or (ii) constitute the parties as joint ventures, co-owners or otherwise as participants in a joint undertaking, or (iii) allow the Purchaser to create or assume any obligation on behalf of the Seller for any purpose whatsoever.

- 14.2 The Purchaser shall be responsible for, and shall indemnify and hold the Seller free and harmless from, any and all claims, damages or lawsuits (including Seller's attorneys' fees) arising solely out of the acts or the Purchaser.

15 Governing law & jurisdiction

- 15.1 Rights and duties of the parties shall be governed by and interpreted according to the laws of the Czech Republic. In matters not regulated in the Terms and the Purchase Agreement, the provisions of Act No. 89/2012 Coll., the Civil Code, as amended, shall apply
- 15.2 To the extent any provisions of these Terms and the Purchase Agreement may differ from the provisions of the Act No. 89/2012 Coll., the Civil Code, as subsequently amended the provisions of these Terms and the Purchase Agreement shall prevail.
- 15.3 Parties considered all existing as well as future matters, risks and circumstances arising out of or in connection with the execution of the Purchase Agreement and therefore the Sections 558, 1764, 1765 and 1766 of the Act No. 89/2012 Coll., the Civil Code shall not apply.
- 15.4 No modification of the Purchase Agreement is valid unless agreed in writing.
- 15.5 To the extent permitted under Czech law, now or in the future, any disputes arising from or in connection with the Purchase Agreement, its breach, termination, validity or interpretation, shall be decided by relevant civil court or by the Court of Arbitration attached to the Arbitration Court of the Commercial Chamber of the Czech Republic and the Agrarian Chamber of the Czech Republic in accordance with its own Rules of Proceedings. The number of arbitrators shall be three (3). The language(s) to be used in the arbitral proceedings shall be Czech. Any arbitral award made hereunder shall be final and the Purchaser and the Seller agree to carry out such award without delay. Any arbitral award made hereunder may be entered into the court of competent jurisdiction for execution thereof. The court choice shall be up to the plaintiff.

16 Miscellaneous

- 16.1 These Terms form are an integral part of the Purchase Agreement or any other similar agreement concluded by and between the Purchaser and the Seller irrespective of whether directly attached to such agreement.
- 16.2 The Purchaser is well acquainted and agrees that the Terms may be unilaterally altered from time to time by the Seller and such new version of the Terms shall always apply to any new agreement concluded by and between the Purchaser and the Seller after such alteration of the Terms.

- 16.3 The alteration may be executed to an appropriate extent only (which means within whole scope of these Terms). Such alterations shall not impose on the Purchaser any punitive obligation (such as additional contractual penalties, interest, etc.).

- 16.4 The Seller shall notify the Purchaser of the Terms alteration in written (as specified in the Section 12.3).

- 16.5 In case of discrepancies between these Terms and the Purchase Agreement, the Purchase Agreement shall prevail.

- 16.6 Should any provision of these Terms and / or the Purchase Agreement appear to be invalid the other provisions shall remain in force and the parties undertake to amend the Purchase Agreement by appropriate agreement reflecting the sense and purpose of such invalid provision in accordance with the rules under the Czech law.

- 16.7 All terms used in these Terms and the Purchase Agreement with capitals shall have the meaning as set out by relevant definition of such term for the entire Agreement unless in conflict with the relevant context.

- 16.8 Any reference to Article, Section and Exhibit shall mean the reference to relevant Article, Section and Exhibit of these Terms and / or the Purchase Agreement.

- 16.9 These Terms shall be executed in the English language.

- 16.10 These Terms becomes effective as of 1.1.2024