

GENERAL PURCHASING TERMS AND CONDITIONS
STEINBAUER LECHNER Ltd.

Issued pursuant to Section 1751 of Act No. 89/2012 Coll., the Civil Code of the Czech Republic, as amended.

Company:

STEINBAUER LECHNER s.r.o. (Ltd.), with its registered office at Lisov, Sosní 824/25, 373 73 Stepanovice, Czech Republic, European Union, registered in the Commercial Register maintained by the Regional Court in Budweis under File No. C 1996, Company Identification No. 47239042

Article I. Introductory Provisions and Scope

1. These General Purchasing Terms and Conditions (the "GPTC") govern contractual relationships under which STEINBAUER LECHNER Ltd. (the "Buyer") purchases goods, materials, semi-finished products, components, products, equipment, tools, services or subcontracted manufacturing services (the "Deliverables") from suppliers (the "Supplier").
2. These GPTC apply to all purchase orders, framework agreements and other purchasing relationships where they have been duly incorporated into the contractual relationship.
3. Acceptance of the General Purchasing Terms and Conditions
The Supplier's terms and conditions shall not apply unless expressly accepted by the Buyer in writing.
These GPTC form an integral part of every purchase order issued by the Buyer, are attached to such purchase order and are also published on the website of STEINBAUER LECHNER Ltd.
By confirming a purchase order, commencing its performance or making a delivery, the Supplier expresses its unconditional acceptance of these GPTC and undertakes to comply with them in full.
4. Any deviation from these GPTC requires the Buyer's express written approval.

Article II. Enquiries, Quotations and Purchase Orders

1. Enquiries issued by the Buyer are non-binding and do not create an obligation to purchase.
2. The Supplier shall bear the costs of preparing quotations, calculations, samples and technical proposals unless the Buyer has approved reimbursement in writing in advance.
3. The Supplier's quotation must specify the exact requirements, price, delivery date, delivery terms, origin of the goods and any technical deviations.
4. A quotation shall remain binding for at least 30 calendar days from receipt unless otherwise agreed.
5. The Buyer shall be bound only by a purchase order issued by an authorised person and accepted by the Supplier, or by another demonstrably concluded contract.
6. The Supplier shall confirm the purchase order within one business day at the latest. Any changes shall take effect only upon the Buyer's written approval.
7. The Buyer may request changes to quantities, dates or technical specifications. Any impact on price and delivery dates must be agreed in writing in advance.
8. Without a written purchase order from the Buyer, the Supplier shall have no entitlement to payment for the Deliverables.

Article III. Prices and Pricing Conditions

1. Agreed prices are fixed, final and may not be exceeded unless expressly agreed otherwise in writing.
2. Prices include, in particular, packaging, labelling, handling, transport to the agreed place of delivery, transport insurance, documentation, quality control and all other costs necessary for proper delivery.
3. The Supplier may not unilaterally increase prices due to changes in material, energy, labour or transport costs, exchange rates or other inputs.
4. Additional work, surcharges and ancillary costs may be invoiced only with the Buyer's prior written approval.
5. The Buyer may request regular price reviews and supporting cost-calculation documents to the extent agreed with the Supplier.
6. Any volume or turnover discount agreed in writing by the Supplier must be reflected in the invoice or settled by a credit note.

Article IV. Invoicing and Payment Terms

1. The minimum payment term for all invoices is 30 calendar days. A shorter term is not permitted without the Buyer's express written consent.
2. The standard payment term is 30 calendar days from the latest of the following events:
 - receipt by the Buyer of a properly issued invoice,
 - proper delivery and acceptance of the Deliverables,
 - submission of all required documentation.
3. No advance payments shall be made unless approved by the Buyer in writing in advance.
4. Each invoice must contain all legally required particulars, the purchase order number, an itemised description, quantities, unit prices, currency, delivery date and the Supplier's bank details.
5. The Buyer may return for correction invoices lacking a purchase order number, containing incorrect prices or incomplete information, or missing required attachments. To the extent permitted by law, a new payment period shall commence upon receipt of the properly corrected invoice.
6. The Supplier shall send all invoices exclusively by email in PDF format to invoicing@steinbauer-lechner.cz.
7. If an invoice has not been properly delivered to the Buyer due to an error attributable to the Supplier, the Supplier shall resend it with a corrected due date allowing at least 30 calendar days from its actual receipt by the Buyer. The Buyer is not obliged to accept invoices with an uncorrected due date and may return them for correction.
8. The Supplier may not charge administrative invoicing fees or demand payment before the agreed due date.
9. The Buyer may set off its due and legally eligible claims against the Supplier's claims.
10. In the event of a justified complaint, the Buyer may withhold a reasonable disputed portion of payment without prejudice to its right to remedy of defects or compensation for damage.
11. Assignment of the Supplier's receivables to a third party requires the Buyer's prior written consent.
12. The Buyer is not obliged to pay invoices for Deliverables that were not ordered, delivered or approved.

Article V. Delivery Dates and Delivery Terms

1. Agreed delivery dates are binding. Physical delivery of the complete Deliverables to the designated location is decisive.
2. The Supplier shall immediately notify the Buyer in writing of any actual or anticipated delay, state its cause and propose corrective measures.
3. Notification of a delay does not release the Supplier from liability or its obligation to meet the agreed delivery date.
4. Early or partial deliveries are permitted only with the Buyer's prior consent.
5. Delivery of quantities greater or smaller than ordered requires the Buyer's written approval.
6. Unless otherwise agreed, delivery to the location designated by the Buyer shall be at the Supplier's cost and risk.
7. The Buyer may reject unannounced deliveries, deliveries outside the agreed time, incorrectly labelled deliveries or deliveries lacking prescribed documentation.
8. If the Supplier is late, the Buyer may require expedited transport at the Supplier's expense where reasonable and necessary to mitigate the consequences of the delay.
9. The Supplier shall ensure safe unloading where unloading falls within its responsibility under the agreed delivery terms.

Article VI. Packaging, Labelling and Transport

1. The Supplier is responsible for proper and suitable packaging that adequately protects the Deliverables during handling, transport and normal storage. The Supplier shall ensure that all packaging and packaging methods comply with all applicable legal requirements, technical standards and regulations, including environmental protection and packaging waste requirements. Unless otherwise agreed in writing, the Supplier shall bear all costs and fees associated with packaging, packaging records, recycling, take-back and compliance with statutory obligations. All such costs are included in the price of the Deliverables and may not be charged to the Buyer separately.
2. Each delivery must be labelled with the purchase order number, item description, quantity, Supplier identification and, where applicable, batch number.
3. The Supplier is liable for damage caused by unsuitable packaging, improper securing of cargo or insufficient labelling.
4. Costs of returnable packaging must be agreed in advance. The Buyer shall not pay unapproved charges for pallets, transport frames or other packaging.
5. Wooden packaging intended for international transport must comply with ISPM 15 where applicable to its intended use.
6. The Supplier shall provide the necessary transport, customs and export documents.

Article VII. Quality and Technical Requirements

1. The Supplier is responsible for full conformity of the Deliverables with the purchase order, technical documentation, drawings, standards and approved samples.
2. Unless expressly agreed otherwise, Deliverables must be new, unused, free from defects and fit for the agreed purpose.
3. Any change in materials, technology, design, production site, subcontractor or parameters that may affect quality, function, safety or traceability requires the Buyer's prior written consent.
4. The Supplier shall perform ongoing quality checks and final inspection of its products.
5. The Buyer may request material test certificates, certificates, measurement reports, declarations of conformity and other relevant documentation.
6. For technically significant items, the Buyer may require first-article or sample approval before series deliveries commence.
7. The Supplier shall ensure traceability of materials, production batches and relevant inspection records.
8. The Supplier shall promptly inform the Buyer of any identified non-conformity that may affect products already delivered.

Article VIII. Inspection and Acceptance of Deliveries

1. The Buyer is entitled to perform incoming inspections of quantity, quality and documentation.
2. Signing a delivery note confirms physical receipt only, not the absence of defects or final acceptance of the Deliverables. All deliveries are accepted by the Buyer subject to subsequent verification of quantity, quality, completeness and conformity with the purchase order. Neither signing the delivery note nor physically receiving the Deliverables constitutes confirmation that they are complete or free from defects. The Buyer may inspect the Deliverables subsequently and raise a claim even after acceptance, within the agreed warranty periods and in accordance with applicable law. Acceptance does not prejudice the Buyer's rights arising from defective performance or its claims for damages.
3. Identified defects may be notified to the Supplier after their discovery in accordance with the contract and applicable law.
4. The Supplier agrees that acceptance or use of the Deliverables in production does not in itself constitute a waiver of rights arising from defects.
5. The Supplier shall bear the costs of justified additional inspection necessitated by an identified non-conformity. For each justified complaint, the Buyer may charge the Supplier a flat administrative fee of EUR 50 for registration, processing and handling. The Supplier shall pay this fee against the Buyer's invoice.

Article IX. Complaints and Liability for Defects

1. The Supplier is liable for defects in the Deliverables under the contract, these GPTC and applicable law.
2. Unless individually agreed otherwise, the Supplier provides a contractual quality warranty for 12 months from acceptance of the Deliverables.
3. Depending on the nature of the defect, the Buyer may in particular demand:
 - repair free of charge,
 - replacement of defective Deliverables,
 - delivery of missing quantities,
 - a reasonable price reduction,
 - withdrawal from the contract in cases provided for by the contract or law.
4. The Supplier shall respond to a complaint within one business day and propose a solution.
5. For defects threatening the Buyer's production, the Supplier shall initiate corrective measures immediately.
6. Unless otherwise agreed, a justified complaint must be resolved within 10 business days at the latest, where objectively possible given the nature of the defect.
7. The Supplier shall bear reasonably incurred costs of justified complaints, including transport, sorting, disassembly, reassembly and inspection.
8. If the Supplier fails to remedy a defect within the agreed reasonable period, the Buyer may arrange for a third party to remedy it at the Supplier's expense after prior notice, unless immediate action is required.
9. For repaired or replaced Deliverables, a new warranty period as expressly provided in this Article shall commence upon their re-acceptance.
10. At the Buyer's request, the Supplier shall provide a root-cause analysis of recurring defects and a preventive action plan.

11. The place for delivery of replacement Deliverables, remedy of defects and collection of claimed or defective Deliverables shall always be the Buyer's operating premises, irrespective of the delivery terms and place of delivery originally agreed in the purchase order, unless otherwise agreed in writing. For justified complaints, the Supplier shall bear all costs of collection, transport and handling of defective Deliverables and delivery of replacement or repaired Deliverables.

Article X. Contractual Penalties and Damages

1. In the event of late delivery, the Supplier shall pay the Buyer a contractual penalty of 0.5% of the price of the delayed Deliverables for each commenced day of delay, up to a maximum of 30% of that price. Failure to meet the originally agreed delivery date shall not constitute delay if the Buyer approved a new delivery date in writing before the original date expired. In that case, the newly agreed date shall determine whether delay has occurred. Claims of the Buyer arising before approval of the replacement date remain unaffected unless expressly waived by the Buyer in writing.
2. For delay in remedying a claimed defect, the Supplier shall pay a contractual penalty of 0.5% of the price of the defective Deliverables for each commenced day of delay, up to 30% of that price.
3. For each breach of confidentiality, the Supplier shall pay a contractual penalty of EUR 5,000.
4. For each unauthorised use of the Buyer's drawings, tools or other property, the Supplier shall pay a contractual penalty of EUR 5,000.
5. Contractual penalties are payable within 15 days of receipt of a written demand.
6. The parties expressly agree that payment or enforcement of a contractual penalty shall not prejudice the Buyer's right to full compensation for damages, including damage resulting from breach of the obligation secured by the penalty.
7. The Supplier is liable for demonstrable damage caused by breach of its obligations, including reasonable costs of cover purchases, production interruptions, repairs and justified claims by the Buyer's customers, provided the statutory conditions for liability are met.

Article XI. Cover Purchases

1. In the event of material delay, serious defect or repeated breach by the Supplier, the Buyer may obtain replacement Deliverables from another supplier subject to the applicable contractual or statutory conditions.
2. The Supplier shall reimburse the Buyer for demonstrable and reasonably incurred additional costs resulting from the Supplier's breach of obligations.
3. A cover purchase does not release the Supplier from liability for damage already incurred.

Article XII. Production Tools, Moulds and Buyer's Property

1. Drawings, jigs, moulds, templates, design documentation, gauges and other items provided by the Buyer remain the Buyer's property.
2. The Supplier shall properly identify, protect and record such property and use it solely to fulfil the Buyer's orders.
3. Without the Buyer's written consent, the Supplier may not make such property available to third parties or use it to manufacture for other customers.
4. The Supplier is liable for damage, loss or unauthorised use of entrusted property to the extent provided by law.
5. The Buyer may demand return of its property without undue delay after termination of the relevant contractual relationship.
6. The Supplier may not exercise a right of retention over the Buyer's property to the extent such right may be excluded by contract.

Article XIII. Drawings, Documentation and Intellectual Property

1. All technical materials provided by the Buyer are confidential.
2. Without the Buyer's consent, the Supplier may not copy, disclose or transfer documentation to third parties beyond what is necessary for proper performance of the contract.
3. Intellectual property rights in commissioned development results, design work and documentation shall be governed by individually agreed terms.
4. Where the Deliverables include a copyright-protected work, the Supplier grants the Buyer a licence to the extent required for the agreed use of the Deliverables, unless otherwise agreed.
5. The Supplier warrants that proper contractual use of the delivered Deliverables will not unlawfully infringe third-party rights.

Article XIV. Subcontractors

1. The Supplier is responsible for its subcontractors' performance as if it performed the obligations itself.
2. Transfer of a substantial part of production to another subcontractor that may affect quality, safety or deadlines requires the Buyer's prior written consent.
3. The Supplier shall ensure that its subcontractors also comply with relevant contractual requirements.
4. Engagement of a subcontractor does not release the Supplier from liability to the Buyer.

Article XV. Supplier Audits and Inspections

1. Upon reasonable prior notice, the Buyer may audit the Supplier's processes relating to the ordered Deliverables.
2. An audit may cover the quality management system, manufacturing procedures, batch records, storage and inspection records.
3. The Supplier shall provide access to the extent necessary to verify contractual requirements, while respecting site safety, trade secrets and third-party rights.
4. The Supplier shall remedy identified non-conformities within a reasonable period determined by their severity.

Article XVI. Insurance and Liability

1. The Supplier shall maintain adequate liability insurance covering damage caused by its activities and delivered products.
2. The Buyer may request evidence of insurance.
3. For significant deliveries, the Buyer may require an individually agreed minimum insurance coverage limit.
4. The Supplier shall promptly inform the Buyer of circumstances that could materially jeopardise proper performance of the contract.

Article XVII. Compliance with Laws and Regulations

1. The Supplier shall comply with laws applicable to production, safety, environmental protection, employment and the delivered products.
2. Depending on the nature of the Deliverables, the Supplier shall ensure compliance with applicable REACH, RoHS, CE, EUDR, PPWR and other relevant requirements.
3. Upon request, the Supplier shall provide evidence of material origin, relevant declarations of conformity and other documents required by law.
4. The Supplier shall not use illegal labour or breach applicable anti-corruption or sanctions rules in performing the contract.

5. Breach of essential legal requirements may constitute grounds for withdrawal from the contract where the applicable conditions are met.

Article XVIII. Confidentiality and Information Protection

1. The Supplier shall keep confidential all non-public commercial, technical and economic information of the Buyer.
2. Such information may be used solely for performance of the contract.
3. Without the Buyer's prior written consent, the Supplier may not publish product photographs or documentation, disclose the business relationship or use the Buyer's name as a reference.
4. The confidentiality obligation applies throughout the contractual relationship and for five years thereafter; trade secrets remain protected for as long as they qualify for statutory protection.

Article XIX. Changes to and Termination of Orders

1. The Buyer may propose to amend or cancel an order. The Supplier shall promptly report the stage of work in progress and any demonstrable consequences.
2. If an order is cancelled without breach by the Supplier, settlement of any costs shall be governed by individual agreement and applicable law.
3. The Buyer may withdraw from the contract in the event of a material breach by the Supplier or in other cases provided for by contract or law.
4. Material breaches include, in particular, serious violations of quality, safety or confidentiality requirements, repeated delays or unauthorised handling of the Buyer's property.
5. Termination does not affect accrued claims for damages, contractual penalties, rights arising from defects or confidentiality obligations.

Article XX. Force Majeure

1. Force majeure means extraordinary, unforeseeable and insurmountable obstacles meeting the conditions laid down by applicable law.
2. The affected party shall promptly inform the other party of the obstacle and take reasonable steps to mitigate its consequences.
3. Ordinary price fluctuations, labour shortages, routine equipment failures or subcontractor difficulties do not, in themselves, constitute force majeure.
4. If the obstacle lasts longer than 30 days and materially jeopardises the purpose of the contract, the Buyer may terminate the unperformed part of the order subject to the agreed conditions.

Article XXI. Governing Law and Dispute Resolution

1. Contractual relationships shall be governed by the laws of the Czech Republic.
2. Application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded to the extent permitted by applicable law.
3. The parties undertake to seek an amicable resolution of disputes.
4. Disputes shall be heard by the Czech court having subject-matter jurisdiction and territorial jurisdiction based on the Buyer's registered office, where such choice of jurisdiction is permitted by law.
5. Invalidity of any individual provision shall not affect the validity of the remaining provisions.

Article XXII. Final Provisions

1. These GPTC are intended for business-to-business contractual relationships.
2. The Supplier confirms that it had an opportunity to review these GPTC before concluding the contract and that they were duly incorporated into the relevant contractual relationship.
3. Amendments to these GPTC shall apply to existing contracts only in the manner and to the extent permitted by law.
4. The current version of these GPTC is published on the website of STEINBAUER LECHNER s.r.o.

STEINBAUER LECHNER Ltd.

Effective date: 09 October 2026

Document version: 1.0

For the Supplier:

Name:

Date:

Signature, stamp