

GENERAL 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

I. Introductory Provisions

1. These General Terms and Conditions (hereinafter the "GTC") form an integral part of all contracts concluded between 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, acting as seller, supplier or in a similar capacity (hereinafter the "Seller"), and the other party acting as purchaser, customer or in a similar capacity (hereinafter the "Buyer"). The Seller and Buyer are jointly referred to as the "Parties".
2. These GTC form part of a contract only if they were attached to the offer or were known to the Parties.
3. Any differing arrangements in individual contracts concluded between the Seller and Buyer shall prevail over these GTC (Section 1751 of the Civil Code).
4. These GTC are also published on the Seller's website at www.steinbauer-lechner.cz.

II. Subject Matter of the GTC

1. These GTC govern contractual relations between the Seller and Buyer arising from the contract.
2. The subject matter of the contract is the supply of goods or services (hereinafter the "Goods") specified in the contract or in the Seller's offer and its acceptance by the Buyer. The subject matter may also be defined in annexes forming an integral part of the contract.
3. The Goods purchased under the contract are those specified therein, including defined components and accessories. The Seller may also provide related services or other performance specified in the contract. The particulars of the Goods, services, other performance and purchase price agreed at the time the contract is concluded shall be decisive.
4. All activities involved in fulfilling the delivery that are not expressly designated in the contract as the Seller's obligations shall be the Buyer's obligations.

III. Conclusion of the Contract

1. Based on the Buyer's enquiry, the Seller shall prepare a specific offer stating the period within which the Buyer must accept it. The offer shall specify, in particular, the Goods, related services and other performance, quantities, price, amount of any advance payment, and place and time of delivery. Presentation of Goods, services or other performance on the Seller's website or by display does not constitute an offer to conclude a contract within the meaning of Section 1733 of the Civil Code.
2. The Buyer shall accept the offer in writing, signed by an authorised representative, and deliver the acceptance to the Seller by post or email. The acceptance shall relate to the Seller's offer, which the Buyer has accepted in full.
3. Acceptance of the Seller's offer is binding on the Buyer. If the Buyer requests additions or changes in its acceptance or accepts the offer subject to reservations, such declaration constitutes rejection of the offer and is deemed a new offer addressed to the Seller. The Buyer is responsible for errors contained in its acceptance.
4. The Buyer shall confirm acceptance by sending a binding purchase order to the Seller. The order must contain the Buyer's identification and contact details, specification of the Goods, related services and other performance, quantities, price, any advance payment, place and date of delivery, the Buyer's agreement to the Seller's GTC, and the date and signature. Orders and acceptances may also be made by electronic or other technical means that allow the content of the communication to be recorded and the acting person to be identified.
5. Unless otherwise agreed, the offer may be accepted within 30 calendar days of its receipt by the Buyer. The Seller may reserve the right to revoke the offer during the acceptance period; in that case revocation is possible only if it reaches the Buyer before the Buyer dispatches its acceptance. The Parties exclude the application of Section 1729 of the Civil Code in this case.
6. The contract is concluded when the Seller receives the Buyer's binding order within the acceptance period, without any changes to the offer. Payment of a pro forma invoice shall also constitute a binding order if the Parties have agreed on such payment.

IV. Price, Payment and Payment Terms

1. The Seller calculates the purchase price individually on the basis of the Buyer's enquiry. The Seller is bound by the quoted purchase price from the date the Buyer receives the offer throughout the period allowed for acceptance.
2. The purchase price includes the price of the Goods, related services and other performance. The Parties may agree that related services and other performance will be invoiced and paid separately. The Seller shall charge value added tax (VAT) at the rate required by the applicable mandatory legislation in force at the time of the taxable supply.
3. The Buyer undertakes to pay the purchase price for the delivered Goods, including applicable VAT, by bank transfer to the Seller's account within the payment period; both the account and due date are stated on the Seller's invoice. A payment is duly and timely made only if credited to the Seller's account no later than the final day of the payment period. If the Seller's bank account changes during performance of the contract, the Seller shall inform the Buyer in writing without delay.
4. The Seller may require the Buyer to pay part of the purchase price after conclusion of the contract and before delivery of the Goods (an "Advance Payment"). The amount is specified in the contract and may be up to 100% of the purchase price including VAT. The Buyer shall pay the Advance Payment on the basis of a pro forma invoice delivered by the Seller without undue delay after conclusion of the contract. The Seller's obligation to deliver the Goods arises only after the Advance Payment has been duly and timely paid. If the Buyer fails to pay it, the Seller may withdraw from the contract. The Buyer shall pay the remaining purchase price in one payment after delivery.
5. Payment of the purchase price or Advance Payment shall be based on an invoice issued by the Seller. The invoice must meet the requirements for accounting and tax documents under applicable mandatory legislation. Invoices may be delivered electronically, and the Parties consent to this method of delivery.
6. In the event of late payment of the purchase price, the Buyer shall pay the Seller default interest of 0.5% per day on the outstanding amount for each of days 1 through 30 of the delay. If the delay exceeds 30 days, the Buyer shall pay default interest of 0.08% per day on the outstanding amount for day 31 and each subsequent day. In the event of late payment, the Seller may suspend delivery of ordered Goods not yet dispatched to the Buyer. If the Buyer has any

outstanding financial obligations due to the Seller, the Seller may withdraw from the contract. In such case the Buyer shall not be entitled to claim any damages.

7. One-off quantity discounts or discounts for regular purchases shall be agreed individually.
8. The risk of damage to the Goods passes to the Buyer upon delivery of the Goods to the Buyer.
9. The Seller retains title to the Goods until the purchase price has been paid in full. For the avoidance of doubt, the Parties expressly exclude the application of Section 2160 of the Civil Code.

V. Delivery Terms

1. Goods shall be delivered by collection at the Seller's registered office, by the Seller's own vehicle to a destination specified by the Buyer, by a transport service, or by the Buyer's own transport.
2. The delivery date agreed in the contract is binding on the Seller. For the purpose of meeting delivery dates and deadlines, the decisive moment is delivery of the Goods to the Buyer or to a carrier designated by the Buyer. If the Seller discovers that the agreed deadlines cannot be met, it shall immediately notify the Buyer in writing, stating the reasons and expected duration of the delay. Such notification does not affect the consequences of delay, in particular the Buyer's entitlement to a contractual penalty and its right to withdraw from the contract if the Seller's delivery is delayed by more than 30 calendar days.
3. The Seller may extend the delivery period if objective circumstances (force majeure, etc.) arise which prevent delivery within the original period and were not known when the contract was concluded. Such extension shall not constitute a breach of the Seller's contractual obligations and shall not entitle the Buyer to withdraw from the contract on that ground.
4. The Seller may deliver Goods, including in instalments, before the contractual deadline after notifying the Buyer of the early delivery date. The Buyer expressly acknowledges and agrees that the early delivery date is non-binding.
5. The Seller shall deliver the Goods to the place agreed in the contract. Delivery to another address subsequently specified by the Buyer shall be at the Buyer's expense. Where delivery is made by a carrier, the Buyer shall bear the delivery costs. If the Buyer does not enable delivery at the contractual or another agreed address or through a carrier, the Parties agree that the alternative place of performance shall be the Seller's registered office. The Buyer shall collect the Goods there at its own expense within five calendar days after being notified and reimburse all costs incurred by the Seller in the unsuccessful delivery attempt. If the Buyer fails to collect the Goods within this period, the Seller may charge a storage fee of 0.1% of the purchase price for each day of storage.
6. The Seller fulfils its obligation to hand over the Goods when it enables the Buyer to dispose of the Goods at the place of performance. Where a carrier is used, the Seller fulfils this obligation by handing the Goods over to the first carrier for transport to the Buyer.
7. Title passes to the Buyer only upon payment of the purchase price in full. The Seller shall also hand over the documents relating to the Goods.
8. The Buyer shall ensure all necessary conditions and provide the requested cooperation for proper handover of the Goods, and shall accept the Goods at the place of performance specified in the contract unless otherwise subsequently agreed by the Parties.
9. The Seller shall include a delivery note and all necessary documentation required by the contract with each delivery. The delivery note must state the names and addresses of the Seller and Buyer, contract (order) number, specification of the Goods and packaging details. The Buyer may return deliveries lacking these details to the Seller at the Seller's expense without paying the price.
10. The Buyer shall confirm receipt of the Goods in writing on the delivery note (or, for carrier deliveries, on the transport document). If related services or other performance are provided at a different time from the Goods, the Buyer shall confirm their completion on a separate delivery note. Upon receipt, the Buyer shall inspect the Goods thoroughly and with due care, check their quantity and quality and verify their characteristics. Any defects discovered, including damage to packaging in carrier deliveries, shall be recorded on the delivery note and/or transport document and notified to the Seller.
11. Packaging used for deliveries meets the requirements of Sections 3–4 of Act No. 477/2001 Coll., on Packaging, as amended. The fee for take-back and recovery of packaging waste has been paid to the authorised company EKO-KOM, a.s. in respect of the packaging used by the Seller.
12. No contractual penalty agreed in the contract or arising under these GTC shall affect any claim for damages.

VI. Liability for Defects

1. The Parties' rights and obligations concerning liability for defects are governed in particular by Sections 1914–1925, 2099–2117 and 2161–2174 of the Civil Code.
2. The Seller is responsible for the quality of the Goods sold. Immediately after delivery, the Buyer may inspect whether the delivery conforms to the contract and whether there is visible transport damage. If a defect is found during this inspection, the Buyer must notify the Seller without delay; in that case the defect shall be deemed duly and timely notified. Defects discovered later shall not be taken into account.
3. The Seller shall deliver the Goods in the agreed quantity, quality and design and package them as agreed. The Seller represents and warrants that all Goods supplied by it comply, at the time of delivery to the Buyer, with the applicable mandatory legislation of the Czech Republic and the European Union and with the contract.
4. The Seller is liable to the Buyer for the Goods being free from defects upon receipt. In particular, the Seller warrants that, at the time of receipt, the Goods have the agreed characteristics or those reasonably expected by the Buyer in view of their nature (provided the Buyer expressly stated them in the binding order), are suitable for the purpose stated by the Seller or for which Goods of that type are ordinarily used, and meet statutory requirements.
5. The Buyer is not obliged to accept defective Goods, regardless of the nature of the defect. If the Buyer refuses defective performance, it shall be deemed not delivered and the Seller shall be in delay with delivery. The Buyer is not obliged to pay for performance refused due to defects.
6. The Buyer may exercise rights arising from a defect that occurs in the Goods within 12 months of receipt. The time limit for asserting defects against the Seller is met if the Buyer submits a complaint or notifies the Seller of the defects within that period.
7. If the Seller replaces defective Goods as part of a complaint, the overall period of the Seller's liability for defects shall be extended by the period from submission of the complaint until the Buyer is informed that it has been resolved.
8. The Buyer has no rights arising from defective Goods if it knew of the defect before receipt or caused the defect itself. The Buyer also has no such rights in respect of an obvious defect that it should have discovered with ordinary care when concluding the contract or, at the latest, upon receipt, but failed to notify to the Seller.
9. Claims arising from defective Goods do not affect the Buyer's entitlement to damages or any agreed contractual penalty. Withdrawal from the contract does not affect claims for damages or contractual penalties.

VII. Arbitration Clause

All disputes arising out of or in connection with this contract, and all disputes arising from the application of these GTC, shall be finally resolved by the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic, in accordance with its Rules, by three arbitrators.

VIII. Final Provisions

1. All rights and obligations of the Parties not regulated by these GTC shall be governed by Act No. 89/2012 Coll., the Civil Code, as amended, and other applicable mandatory legislation.
2. Upon conclusion of the contract, all previous agreements and correspondence relating to the contract shall cease to have any legal effect.
3. The Seller offers Buyers with whom it concludes multiple contracts the option of long-term cooperation under framework agreements.
4. These GTC shall enter into force and take effect on 14 July 2021. The Seller may unilaterally amend or cancel them at any time and shall promptly announce such changes on its website at www.steinbauer-lechner.cz. Unless the Buyer notifies the Seller in writing of its disagreement with the amended GTC at least 15 days before the effective date of the amendment, the amendment shall be deemed approved by the Buyer and shall become effective against the Buyer on that date.
5. By signing these General Terms and Conditions of STEINBAUER LECHNER s.r.o., the Buyer expressly confirms that it has read and understood them, agrees to them in full and agrees that they apply to all transactions between the Buyer and Seller, irrespective of their form.

In witness of their agreement to these General Terms and Conditions, the Seller and Buyer affix the handwritten signatures of their authorised representatives.

STEINBAUER LECHNER Ltd.

Effective date: 09 October 2026

Document version: 1.0

Buyer:

Name:

Date:

Signature, stamp