

GENERAL BUSINESS TERMS AND CONDITIONS OF DATRIA s.r.o.

1. BASIC PROVISIONS

- 1.1. These General Business Terms and Conditions (hereinafter the "GTC") are an integral part of all obligation relationships, business relations and Contracts (hereinafter the "Contract" or "Contracts"), the subject of which is the delivery of technological units for plastics technologies, other engineering technologies and/or assembly of equipment/technologies or their parts that are concluded on the part of the seller or contractor by DATRIA s.r.o., business ID number: 04261763, registered office: Dašická 1185, 537 01 Chrudim, entered in the Commercial Register maintained by the Regional Court in Hradec Králové under file ref. C 35506, (hereinafter "DATRIA" or the "Seller") and, on the other part, by a buyer or customer (hereinafter the "Buyer"), and these terms and conditions will apply unless otherwise specified in the Contract concluded. In the event that the Buyer is a consumer, only those provisions of the terms and conditions that do not contradict the provisions of the Civil Code designed to protect consumers apply.
- 1.2. The Seller is entitled to amend these terms and conditions in writing within the meaning of Section 1822 of the New Civil Code.
- 1.3. Provisions of the Contract that deviate from the terms and conditions will prevail.
- 1.4. In these terms and conditions and the provisions of the Contract, the following terms have the meanings set out herein:
 - Contract - means an order of the Buyer made in writing and delivered to the Seller (an e-mail without a guaranteed electronic signature will suffice if it is clear from the content of the e-mail who is taking the action and for whom), accepted in writing by the Seller (an e-mail without a guaranteed electronic signature will suffice, if it is clear from the content of the e-mail who is taking the action and for whom), or an offer made by the Seller in writing and delivered to the Buyer (an e-mail without a guaranteed electronic signature will suffice if it is clear from the content of the e-mail who is taking the action and for whom), accepted in writing by the Buyer (an e-mail without a guaranteed electronic signature will suffice if it is clear from the content of the e-mail who is taking the action and for whom), where it (the order or offer) contains at least the details of the Seller and the Buyer, as well as the arrangements for delivery and, if applicable, assembly of the equipment or part thereof, including the price of delivery and, if applicable, assembly of the equipment or part thereof excluding VAT, the date and place of performance, and all annexes.
 - price - means the price agreed in the Contract for the sale of the equipment and, if the Seller's obligation to assemble the equipment is agreed in the Contract, also the price for its assembly. The price does not include the cost of transporting the equipment from the equipment manufacturer's plant to the place of performance, nor the costs charged by the equipment manufacturer to the Seller for packaging or customs duty, as these additional costs (transport, packaging and customs duty) will be charged by the Seller to the Buyer as actually incurred;
 - in writing - means recording the information in a permanent, portable form in a document signed by both parties, or sending it by registered letter or e-mail with or without a guaranteed electronic signature, if it is clear from the content of the e-mail who is taking the action and for whom;
 - equipment - means all equipment, components and materials supplied by the Seller to the Buyer under the Contract;
 - assembly - means the installation of the equipment supplied by the Seller to the Buyer under the Contract at the place designated by the Buyer and the commissioning of the equipment;
 - commissioning of the equipment - means verification of the defect-free functionality of the equipment after its assembly;
 - date of performance - means the date on which, according to the Contract, the equipment will be delivered at the latest and, if the assembly of the equipment is agreed in the Contract, the date on which the assembly of the equipment will be completed and the equipment commissioned;
 - place of performance - means the place of delivery of the equipment or the place of assembly of the equipment specified in the Contract;
- 1.5. The Buyer is obliged to check the order confirmation for accuracy immediately upon receipt. If a discrepancy between the confirmation and the order is ascertained or if the Seller does not want to accept any of the conditions stated in the order confirmation, the Buyer is entitled to reject such order

confirmation in writing within 3 working days. In the absence of such rejection within the aforementioned period, the confirmed order is deemed to become valid and binding on both parties and the Contract is deemed to have been concluded.

- 1.6. All price quotations sent are non-binding and become binding only after the Buyer orders and the Seller confirms such order or both parties sign the Contract.
- 1.7. Upon the conclusion of the Contract between the Buyer and the Seller or upon the sending of the order by the Buyer to the Seller, the Buyer also agrees to these GTC and these GTC become binding on the Buyer. The current version of the GTC is available at www.datria.cz/en/download.

2. TECHNICAL DOCUMENTATION FOR THE EQUIPMENT, ASSEMBLY DIAGRAMS

- 2.1. The technical documentation for the equipment is the property of the Seller, which submitted it, and it may not be used by the other party for any purpose other than the performance of the Contract. If the Buyer breaches this provision, the other party has the right to demand a contractual penalty of 40% of the price stated in the Contract. If the Contract is not concluded or after the Contract has been performed, the Buyer, which received the technical documentation, is obliged to return it to the other party.
- 2.2. A sufficient time before the date of performance, the Buyer is obliged to provide the Seller with the necessary cooperation consisting of handing over the technical documentation for the equipment and handing over the assembly diagram, etc., so that the Seller is able to deliver the equipment to the Buyer by the date of performance, including the assembly and commissioning of the equipment, if agreed in the Contract.
- 2.3. If the delivery of the equipment includes the Seller's software, this software, including the source code, is the Seller's exclusive property and the Buyer may use the software only in accordance with the use of the equipment delivered that is the subject of the Contract concluded. The Buyer may not further disseminate, modify or copy the software in any way.

3. PROVISION OF COOPERATION BY THE BUYER

- 3.1. The Buyer is obliged to provide the Seller with all necessary cooperation for the delivery of the equipment to the place of performance, its assembly and commissioning, consisting in particular of the duty to accept the equipment from the Seller or the carrier, check its integrity and undamaged state upon its acceptance, allow the Seller to assemble and commission the equipment, provide it with an adequate amount of test material free of charge for this purpose and provide electricity, compressed air and process water free of charge at the place of performance.
- 3.2. The Buyer is obliged to ensure that the conditions necessary for the assembly and commissioning of the equipment are met at the place of performance, in particular to ensure timely construction and technical readiness and provide cooperation for the delivery and assembly of the equipment, including the disposal of used packaging and waste generated during assembly.
- 3.3. The Buyer is obliged to arrange the place of performance so that the Seller's employees are able to commence the assembly of the equipment and work to meet the date of performance, in particular the Buyer will ensure that they can work during normal working hours on working days from at least 07:00 to 17:00.
- 3.4. The Buyer is obliged to inform the Seller in writing a sufficient time in advance of the start of the assembly of the equipment about the safety regulations in force at the place of performance.
- 3.5. The Buyer is obliged to ensure that the Seller's employees have access to sanitary facilities, i.e. a toilet and a sink with hot water.
- 3.6. The Buyer is obliged to allow the Seller to store, free of charge, the equipment and tools the Seller's employees need to assemble the equipment at the place of performance in a lockable area ensuring the protection of the equipment and tools for the period until the completion of the equipment's assembly and commissioning.

- 3.7. In the event that the Buyer fails to provide the Seller or its employees with the cooperation specified in the terms and conditions or in the Contract for the delivery, assembly or commissioning of the equipment, the date of performance will be put back by the period of failure to provide cooperation extended by 5 days, and this may occur repeatedly. At the same time, if it is possible, the Seller is entitled to have the cooperation that is to be provided by the Buyer pursuant to the Contract or terms and conditions provided by a third party or itself, but at the Buyer's expense, which the Seller will include in the price agreed in the Contract. The price in the Contract will be increased by such amount.
- 3.8. The Buyer is obliged to reimburse the Seller for the costs incurred by the Seller as a result of the Buyer's failure to provide cooperation.
- 3.9. If the Buyer refuses to accept the equipment from the Seller or the carrier, it is obliged to pay all costs associated with this, in particular the costs of the transport of the equipment from the place of performance, its unloading, storage and loading and its subsequent transport to the place of performance.
- 3.10. If the delivery, assembly or commissioning of the equipment is prevented by any error or non-cooperation of the Buyer, the Seller is entitled to call on the Buyer in writing to perform its duty within a reasonable time and, if the Buyer does not comply with the call, the Seller is entitled to withdraw from the Contract, even in part. The Buyer is then obliged to reimburse the Seller for all losses suffered due to the Buyer's error, in particular to pay compensation for damages and lost profits.

4. COMMISSIONING AND ACCEPTANCE OF THE EQUIPMENT

- 4.1. If the parties agree on the assembly of the equipment in the Contract, the assembly of the equipment is completed by the successful commissioning of the equipment. If the assembly of the equipment is not part of the Seller's performance under the Contract, the Seller's obligation under the Contract is performed at the moment of handover of the equipment to the Buyer, if it is handed over directly by the Seller, or in the case of transport of the equipment by a carrier, by its handover to the first carrier.
- 4.2. If the Buyer does not take over the subject of the Contract for more than 14 days after the notification of final completion and readiness for acceptance of the subject of the Contract, the Buyer is obliged to pay the Seller a contractual penalty for each additional day of delay with acceptance totalling 0.05% of the total price of the subject of the Contract.
- 4.3. The Seller is obliged to notify the Buyer (or its authorised employee specified in the Contract) by telephone of the date of commissioning of the equipment at least 1 day in advance. Immediately after the successful commissioning of the equipment, the Buyer (or its authorised employee specified in the Contract) is obliged to sign a record on the successful commissioning of the equipment and on the acceptance of the equipment, and if it fails to do so, it is deemed to have accepted the equipment from the Seller.
- 4.4. The equipment will be commissioned during the working hours specified in Article 3(3) of the terms and conditions.
- 4.5. If the commissioning of the equipment is not successful, the Seller will remedy the deficiencies without delay. This does not apply if a deficiency is insignificant.
- 4.6. Minor deficiencies that do not affect the equipment's functionality will not be a barrier to the equipment's acceptance.
- 4.7. The Buyer is not entitled to use the equipment or any part thereof prior to its acceptance. If the Buyer does so without the Seller's written consent, the Buyer will be deemed to have accepted the equipment at the time of commencement of its use.
- 4.8. Once the equipment is accepted in accordance with the Contract or terms and conditions, the warranty period for the equipment commences from the day following acceptance of the equipment. Unless otherwise agreed in the Contract or the terms and conditions, the Buyer will, at the Seller's written request, issue a certificate stating when the equipment was accepted.

- 4.9. The Buyer will confirm the delivery and acceptance of the subject of the Contract in a handover record or by signing a delivery note, which will include, if applicable, a list of material or non-material defects of the subject of the Contract.
- 4.10. In the event that a need for extra works and other additional costs occur during the performance of the Contract, but were not apparent before the start of implementation, the Seller will notify the Buyer of this fact immediately in writing with a proposal for the price and time. The Seller will send the proposal for such extra works or costs to the Buyer for approval before commencing their performance.

5. DELAY BY THE SELLER

- 5.1. If the Seller ascertains that it will not be able to meet the date of performance specified in the Contract, it is obliged to inform the Buyer in writing without delay, stating the reasons for the delay and the Seller's expected new date of performance.
- 5.2. The Seller is entitled to unilaterally put back the date of performance by a reasonable period of time, if the original date of performance cannot be met due to:
- (a) force majeure; and/or
 - (b) error by the Buyer or failure to provide cooperation by the Buyer pursuant to the Contract and/or the terms and conditions; and/or
 - (c) failure by the Seller's supplier to meet a delivery date for the equipment or its parts.
- 5.3. In the event of non-compliance with the date of performance by the Seller, the Seller is obliged to pay the Buyer a contractual penalty of 0.05% per day of the price agreed in the Contract, but no more than 5% of the price agreed in the Contract. This does not apply if the delay meeting the date of performance is due to any of the reasons mentioned in the preceding paragraph. If there is a delay meeting the date of performance due to any of the reasons stated in the previous paragraph, the Seller is not liable to the Buyer for damages resulting from the failure to meet the date of performance and the Buyer waives the right to compensation for this reason.

6. LIABILITY FOR DAMAGE TO EQUIPMENT

- 6.1. The Seller is liable for damage to the equipment that occurs before the risk of damage passes to the Buyer and that occurs as a result of a breach of any of the Seller's duties pursuant to the Contract or the terms and conditions. The risk of damage to the equipment passes to the Buyer upon the equipment's handover to the first carrier, without the need for this to be the first carrier for transporting the equipment to the place of performance pursuant to Section 2123 of the Civil Code. If the equipment is delivered without handing it over to a carrier, the risk of damage to the goods passes to the Buyer at the moment the equipment is accepted by the Buyer or a person (or third party) authorised by it.
- 6.2. The Seller is liable for damage to the Buyer's property that occurs before the Buyer accepts the equipment only if it is proven that such damage was caused by the Seller's breach of a duty stated in the Contract or the terms and conditions on the part of the Seller or someone for whom the Seller is liable in connection with the performance of the Contract. However, under no circumstances will the Seller be liable for any loss of production, loss of profit or any other consequential economic loss. The Buyer waives the right to compensation for this reason.

7. LIABILITY FOR DEFECTS IN THE EQUIPMENT

- 7.1. The Seller provides the Buyer with a warranty for the equipment for the length of time provided by the Seller's supplier for the equipment and, if the Seller's supplier does not provide a warranty for the equipment, the Seller provides a warranty for the equipment as specified in the Contract and, if it is not specified in the Contract, then for 12 months from the date of the equipment's acceptance by the Buyer.
- 7.2. The warranty does not cover defects in the equipment:
- caused by inexpert or unauthorised intervention by the Buyer or third parties;
 - caused by the use of defective material supplied by the Buyer;

- caused by misuse;
 - caused by normal wear and tear;
 - caused by faulty or insufficient maintenance;
 - arising from non-compliance with operating regulations;
 - resulting from the defective design of the item of which the equipment becomes part;
 - caused by excessive stress;
 - caused by chemical, electrolytic or weather influences;
 - arising without fault on the Seller's part.
- 7.3. The right to complain about defects in the equipment does not arise in the case of minor deviations in the equipment that have either no or only a slight effect on the equipment's overall function.
- 7.4. In the case of equipment requiring expert assembly, the warranty applies only to equipment installed by the Seller or persons authorised by the Seller.
- 7.5. The Buyer is obliged to complain to the Seller in writing about any apparent defects in the equipment no later than three days after the Buyer accepts the equipment. If the equipment is damaged during transport, the Buyer is obliged to make a complaint due to damage to the equipment during transport immediately upon receipt of the equipment from the carrier, not to accept the damaged equipment and to inform the Seller in writing, including taking and sending the relevant photographic documentation within three days. The Buyer is obliged to complain about hidden defects in the equipment to the Seller within three days of ascertaining them. Later complaints will not be accepted.
- 7.6. Complaints must be made to the Seller in writing by the time limit specified in the terms and conditions and must include a description of the defect and how it manifests itself.
- 7.7. The Seller is obliged to examine the defect in the equipment complained about at the place of performance and the Buyer is obliged to allow it to do so at its request. If the Seller finds the complaint to be unjustified, the Buyer is obliged to pay the Seller the costs of assessing the defect complained about in the actual amount or, if the Seller does not quantify it, in the amount of CZK 10,000 for each case.
- 7.8. If a defect can be corrected, the Buyer is always solely and exclusively entitled to have it corrected free of charge, regardless of whether the defect constitutes a material or non-material breach of the Contract. In the event of a non-material breach of Contract, the Buyer is always entitled solely and exclusively to have the defect corrected. In the event of a material breach of Contract in cases where the defect cannot be corrected, the Buyer is entitled to a discount on the price. By this provision, the parties deviate from the arrangements set out in Sections 2106 and 2107 of the Civil Code. The Seller is obliged to dismantle the equipment to the extent necessary and to reassemble the equipment, if special knowledge is required. If such special knowledge is not required, the Seller will perform its duties with regard to the correction of a defect about which a complaint is made in the proper and a legitimate manner by delivering to the Buyer a properly repaired or replaced part of the equipment.

8. NON-PERFORMANCE

- 8.1. Notwithstanding any other provisions in these terms and conditions or the Contract, either party is entitled to suspend performance of its obligations under the Contract if it becomes apparent from the circumstances that the other party will be unable to perform its obligations under the Contract. The party suspending the performance of the Contract is obliged to inform the other party in writing.
- 8.2. If the Buyer is in default with the payment of a receivable due to the Seller, the Buyer is obliged to pay the Seller a contractual penalty of 0.05% per day of the amount due and the Seller is also entitled to suspend performance under the Contract. The date of performance will be put back by the period of delay by the Buyer with the payment of the receivable due to the Seller. In the event that the Buyer fails to pay the Seller's due receivable even within 30 days of its due date, the Seller is entitled to withdraw from the Contract, even in part.

9. DUE DATE FOR PAYMENT OF PRICE, RETENTION OF TITLE

- 9.1. Unless otherwise agreed in the Contract, the price stated in the Contract is exclusive of VAT. The price stated in the Contract will be increased by the price of transporting the equipment from the equipment manufacturer's plant to the place of performance, including the costs billed by the equipment manufacturer to the Seller for packing and, if the equipment is subject to customs duty, the customs duty will also be added to the price stated in the Contract and this total price will be payable based on the tax document issued by the Seller and delivered to the Buyer within 14 days of the date of delivery of the tax document to the Buyer. The Seller is entitled to issue a tax document after it hands the equipment over to the Buyer.
- 9.2. In accordance with Section 26(3) of Act No. 235/2004 Coll., the Buyer agrees to the use of a tax document in electronic form, i.e. to its issuance in electronic form and its sending by the Seller to the Buyer's e-mail address.
- 9.3. The Buyer becomes the owner of the subject of the Contract only at the moment of payment for it to the Seller (retention of title). Until the Buyer becomes the owner of the subject of the Contract, the Buyer is obliged to act as a non-owner of the subject of Contract in dealings with third parties. In the event that the Buyer fails to pay the price within a reasonable time after it becomes due and the Seller withdraws from the Contract, the Buyer is obliged to hand over the subject of the Contract to the Seller on the 2nd day after the Seller invites it to do so in writing. If the Buyer fails to comply with such request, the Buyer hereby authorises the Seller to enter the place of performance and to overcome any obstacles (e.g. to remove locks on the doors to the extent necessary to enter the place of performance) and to dismantle and remove the equipment from the place of performance at the Buyer's expense. The difference in the value of the equipment according to the Contract and after its dismantling and removal will be paid by the Buyer to the Seller at the Seller's call.

10. FORCE MAJEURE

- 10.1. For the purposes of the Contract, force majeure circumstances that may affect the agreed completion date of the Contract will be deemed to be extraordinary, objectively unavoidable circumstances that prevent the performance of a duty under the Contract that occurred after the conclusion of the Contract and cannot be averted by the contractor, such as natural disasters, strikes, war, mobilisation, insurrection, measures as a result of the COVID-19 pandemic or other unforeseen and unavoidable events.
- 10.2. The party that is subject to a force majeure circumstance and wishes to invoke force majeure in connection with the performance of this Contract will immediately notify the other party in writing by registered letter of the occurrence of the event and of its termination, no later than 14 calendar days after occurrence and 14 calendar days after termination. Failure to comply with this time limit results in the termination of the right to invoke force majeure.
- 10.3. The parties' duties under this Contract for work will be temporarily suspended for the duration of the force majeure event.
- 10.4. If the performance of this Contract for work becomes impossible due to force majeure, the parties will agree on a corresponding amendment to this Contract in relation to the subject, price and time of performance of the work by means of an amendment to the Contract. If no agreement is reached, either party is entitled to withdraw by unilateral declaration sent by registered letter to the other party.

11. FINAL PROVISIONS

- 11.1. The Contract, these terms and conditions and all relations between the Seller and the Buyer arising from them are governed exclusively by Czech law. Relationships not regulated by the Contract and these terms and conditions are governed by the relevant provisions of Act No. 89/2012 Coll., the Civil Code, as amended.
- 11.2. If any provision of the Contract or the terms and conditions is found to be invalid, the other provisions of the terms and conditions and the Contract will apply and only the part to which the reason for invalidity relates will be deemed invalid. The invalid provision will be replaced by a new provision that is consistent with the current interpretation of legal regulations so that the intent and purpose of these terms and conditions and the Contract are achieved.

- 11.3. The parties agree to a change to a statutory provision, specifically Section 1888(2), last sentence, of the New Civil Code, and agree that if the Seller does not expressly consent to the change to the Buyer, it is assumed that it has not given its consent.
- 11.4. The Buyer assumes the risk of change of circumstances. The parties exclude Section 2054(3) of the Civil Code.
- 11.5. For all disputes arising out of and in connection with the Contract and the terms and conditions, the district or regional court according to the Seller's registered office have local jurisdiction within the meaning of Section 89a of the Code of Civil Procedure.

These terms and conditions come into force and effect on 1 January 2024

DATRIA s.r.o.
Mgr. Dalibor Ježek