

General Terms and Conditions of Business of MELKOV-WH s.r.o.

§ 1 Introductory provisions

1) These General Terms and Conditions of Business (hereinafter referred to as "**GTC**") of MELKOV-WH s.r.o., ID No. 17671973, registered in the Commercial Register kept at the Regional Court in Ostrava under file No. C 90799, with registered office at Na hůrce 1041/2, 161 00 Praha 6 - Ruzyně (hereinafter referred to as "**Supplier**"), regulate in accordance with §1751 par. 1 of Act No. 89/2012 Coll, Civil Code, as amended (hereinafter referred to as the "**Civil Code**"), the mutual rights and obligations of the contracting parties arising in connection with or on the basis of any contracts concluded between the Supplier on the one hand and a legal person, a natural person engaged in business in connection with his/her self-employment, the State or its organisational unit (hereinafter referred to as the "**Customer**") on the other hand, whether concluded in oral, written or implied form (hereinafter referred to as the "**Contract**").

2) The Contract and these GTC replace any other previous provisions relating to the subject matter of the Contract and the provisions of the Terms and Conditions are an integral part of the Contract. Provisions deviating from these GTC may be agreed in a separate contract. Deviating provisions in the Contract shall prevail over the provisions of the GTC. The provisions of the Customer's terms and conditions shall only become part of the contract if the Supplier has agreed to them in writing or has expressly undertaken to do so in writing in the Contract and only to the extent that they do not contradict these GTC.

§2 Offer and contract conclusion

1) The Supplier's offer, including information on the quantity, quality and workmanship, or other characteristics of the required performance, shall be non-binding and shall constitute an invitation to tender for the conclusion of a contract, unless the Supplier's offer expressly states otherwise. The expression of the Customer's will to conclude a Contract with the content of the offer shall always be considered an offer to conclude a Contract within the meaning of § 1731 of the Civil Code. The Supplier is only bound by this expression of intent (contract is formed) if he agrees to it or starts to perform according to it. If the Customer's expression of intent contains any additions, reservations, restrictions or other changes to the Supplier's offer, the Contract shall only be formed if the Supplier has expressly accepted these changes in writing.

2) If the Customer receives an offer from the Supplier that is based on an individual description of the performance for the Customer, the Contract is concluded by the Customer's unconditional confirmation of this offer.

3) If these GTC stipulate the form of communication between the Supplier and the Customer (hereinafter referred to as the "**Parties**"), these forms of communication are binding and failure to comply with them shall result in the invalidity of the legal transaction.

4) All communication whose content is to become part of the Contract must be in writing, i.e. paper form or electronically.

§3 Time limit for performance

1) Delivery dates, handover dates and other performance deadlines, even if only progressive, are only binding if they are part of the Contract and are expressly marked as binding. The time limits for performance are always in favour of the Supplier within the meaning of § 1962 of the Civil Code.

2) The time limits for performance shall be determined on the assumption that the Customer has provided all necessary assistance to fulfil the Contract. The Supplier's time limit for performance shall not commence until full agreement has been reached between the contracting parties on the technical issues relating to the subject matter of performance, but not before the conclusion of the Contract.

3) If the Customer's delay in providing assistance pursuant to paragraph 1 of this article of the GTC or incorrect or incomplete technical requirements pursuant to paragraph 2 of this article of the GTC has led to additional costs, the Customer shall be obliged to pay these costs to the Supplier.

4) The provision of the Customer's assistance according to paragraph 1 of this article of the GTC means in particular the handing over of all documents, plans, drawings, permits, etc. as well as the payment of the advance payment (if agreed).

5) The Supplier is not obliged to verify the completeness and correctness of the documents submitted or the suitability of the items submitted for the provision of the performance. However, if he becomes aware of such a fact, he shall be obliged to draw the Customer's attention to it. If the Customer does not promptly inform the Supplier otherwise, the Customer shall be deemed to insist on the provision of the performance according to the original instructions or using the items provided. In such a case, the Supplier may withdraw from the contract or provide the performance, but is not liable for defects in the performance and the Customer loses the rights under the guarantee (if agreed).

6) The time limit for performance shall be extended proportionately by the period during which the Supplier has been prevented from performing the contract by an extraordinary, unforeseeable and insurmountable obstacle arising independently of his will. The Supplier is obliged to notify the Customer in good time of the existence of such obstacles. The second sentence of § 2193 par. 2 of the Civil Code shall not apply.

7) The Supplier is entitled to provide partial performance and the Customer is obliged to accept partial performance. The Supplier is entitled to claim a reasonable part of the remuneration for the partial performance.

§4 Delivery conditions

1) The place of performance is the place agreed in the Contract. If the Parties do not agree on the place of performance in the Contract, the place of performance shall be deemed to be the Seller's registered office. The Seller shall fulfil his obligation to deliver the goods or perform the work if he allows the Customer to dispose of the goods at the place of performance or to take over the completed work.

2) If a significant deterioration of the Customer's situation becomes apparent after the conclusion of the Contract (initiation of insolvency proceedings, order of execution, entry into liquidation, publication of information about an unreliable VAT payer, order of a preliminary

injunction prohibiting or restricting the performance of the Contract, non-payment of the agreed advance payment, etc.), the Supplier shall be entitled to postpone performance until the Customer has provided additional adequate security for performance of the Contract, or to withdraw from the Contract (it may also withdraw from the Contract if the additional security is not provided within the period required by the Supplier).

3) If the Customer is in default in accepting performance under the Contract, the Customer is obliged to pay the Supplier a contractual penalty of 0.2% of the remuneration for non-acceptance of performance for each day of delay. Payment of the contractual penalty shall not affect the Supplier's right to compensation.

4) The Supplier is entitled to store the goods at the Customer's expense and risk during the period of the Customer's delay in accepting the performance. In the event of a delay in accepting performance of more than 30 days, the Supplier shall be entitled to dispose of the performance without further delay for any value. The right to payment of remuneration, less the value for which the Supplier has disposed of the performance, shall remain unaffected.

§5 Remuneration

1) The purchase price, the price of the work or other monetary benefits for the performance of the subject matter of the Contract (hereinafter referred to as "**remuneration**") shall be governed by the Supplier's current price list, unless the Parties agree otherwise in the Contract.

2) Unless the Contract stipulates otherwise, the remuneration is agreed as the price of the performance upon receipt at the place of performance, excluding assembly, transport, insurance, packaging, etc. and excluding statutory VAT, which will be calculated separately on the date of the taxable performance.

3) In the event of delay in performance due to reasons on the Customer's side, the Supplier shall be entitled to reasonably increase the remuneration due to changes in labour, material or sales costs.

4) In the case of international transactions, the remuneration is always negotiated subject to the proviso that the remuneration may be adjusted for changes in the exchange rate of the currency in which the obligation is performed to CZK and changes in the amount of duties and charges associated with the cross-border delivery of goods or services.

§6 Payment terms

1) The remuneration (or advance payment) is payable on the basis of an invoice - tax document. Invoices can be sent electronically. The invoice is payable within 14 days from the date of issue to the bank account(s) indicated on the invoice.

2) If the invoice does not meet the requirements of a tax document, the Customer is entitled to return the invoice within 3 working days of its delivery. In this case, the due date of the invoice starts from the date of issue of the new or corrected tax document. In the event of non-compliance with the time limit for returning the invoice according to the first sentence, the due date shall run according to the original invoice.

3) The Customer shall fulfil its obligation to pay the remuneration when the remuneration is credited to the Supplier's account.

4) In the event of the Customer's delay in payment of any part of the invoice, a contractual penalty of 0.5% of the amount is due for each day of delay, even if commenced. The contractual penalty is payable at the moment of default, even without the Supplier's request. The Supplier shall be entitled to suspend all performance under the Contract or other contracts concluded with the Customer until full payment of the outstanding parts of the remuneration, including their accessories, and the contractual penalties arising from the delay, and the Customer shall be obliged to reimburse the Supplier for any damage resulting therefrom.

5) In the event of a delay in the payment of the remuneration of more than 30 days, the Supplier is entitled to withdraw from the contract, as well as from other contracts concluded with the Customer, if they have not yet been fulfilled.

6) In the event of delay in payment of the remuneration or in the cases written in Article 4 paragraph 2 of these GTC, the Supplier shall be entitled to exercise a right of retention over all items of the Customer in its possession.

7) The Customer is only entitled to make a unilateral set-off against the remuneration if the Customer's claim is eligible for set-off, has been finally admitted and is enforceable in the Czech Republic. Under the same conditions, the Customer shall be entitled to retain the property owned by the Supplier.

8) Claims arising from the contract may only be transferred by the Customer to another person with the prior consent of the Supplier.

§7 Transport, transfer of risk and packing

1) Without the express agreement of the Parties, the Supplier does not provide transport or packaging of the performance and the contract is fulfilled by the Supplier by allowing the acceptance of the performance at the place of performance.

2) If the object of performance is transported at the Customer's request, then the risk of damage passes to the Customer at the moment the goods are handed over to the first carrier.

3) The Supplier or carrier is not obliged to deliver the object of performance until its delivery is confirmed in writing by the Customer on the delivery note. However, the Supplier shall be entitled to prove delivery of the object of performance otherwise than by means of a delivery note.

4) The method of packaging of the subject of the Contract shall be appropriate to its nature and the distance of the place of delivery. The Customer shall dispose of the packaging materials in accordance with the legal provisions, the Customer being deemed to be the originator of the packaging materials. If the packaging material is marked as returnable, or if this follows from the custom and practice of the Parties, the Customer shall return such packaging material to the Supplier at his own expense and risk.

5) If the shipment, delivery or receipt of the object of performance is delayed for a reason on the Customer's side for more than 1 month from the time when the Supplier was ready to hand over the object of performance, the Customer may be charged a storage fee of 0.5% of the remuneration or the actual storage costs for each additional day.

6) If shipment, delivery, commencement of delivery and installation, acceptance or test operation is delayed for reasons on the Customer's side, the risk of damage shall pass to the Customer on expiry of the time limit for performance.

§8 Retention of title

- 1) The Supplier shall be the owner of all performance until the payment been made in full. If the performance is processed or mixed with another item, the Supplier becomes co-owner of the new item.
- 2) The Customer may not alienate or encumber the object of performance in any way until the acquisition of ownership. The Customer must inform the Supplier immediately of any third-party interference until the transfer of ownership.

§ 9 Installation

- 1) Installation according to this article of the GTC means the installation, assembly or commissioning of the item at the place specified in the Contract (hereinafter referred to as the "**construction site**").
- 2) The Customer is obliged to ensure assembly readiness in accordance with the Contract, otherwise to the extent customary for the assembly of the requested item, and to hand over the assembly site in such condition, based on a written handover protocol to the Supplier. At the time of handover, the assembly site must be free from third-party rights that would prevent assembly, and access must be provided for the transport of the object of performance, labour and tools necessary for assembly.
- 3) The cost of energy, media and disposal of waste and waste water generated at the assembly site in connection with the installation shall be borne by the Customer.

§10 Cancellation of the contract

- 1) Cancellation of the contract by the Customer is excluded if the Supplier has not had the opportunity to perform a replacement or repair of the performance within an additional reasonable period of time.
- 2) In the event of cancellation of the contract by the Customer, the Supplier may claim reimbursement of its reasonably incurred costs.
- 3) If the Customer has already used the performance before the cancellation of the contract, the Supplier is entitled to demand payment from the Customer for the use of the object of performance in the usual place and time.

§11 Rights from defective performance

- 1) The rights and obligations of the contracting parties arising from defective performance are bindingly set out in the Supplier's Complaints Procedure, which is part of these GTC.

§12 Limitation of liability

1) The Supplier shall not be liable to the Customer for any damage suffered by the Customer on the basis of or in connection with the Supplier's performance of the Contract, unless such damage was caused by the Supplier intentionally or through gross negligence.

§13 Applicable law, jurisdiction of courts

1) All disputes arising out of or in connection with the contract shall be finally decided by a court of competent jurisdiction in the Czech Republic. In accordance with § 89a of Act No. 99/1963 Coll., Civil Procedure Code, as amended, the local jurisdiction is determined by agreement of the parties according to the Supplier's registered office.

2) The Contract and these GTC are governed by the law of the Czech Republic with the express exclusion of the application of the Vienna Convention on the International Sale of Goods (CISG).

§14 Personal data protection

1) All personal data provided by the Customer to the Supplier is confidential and will only be used for the performance of the Contract with the Supplier and will not otherwise be disclosed, provided to a third party etc., except for payment related to the Contract.

2) The Supplier shall act in such a way that the Customer does not suffer any prejudice to his rights. The personal data provided by the Customer to the Supplier for the purpose of performance of the Contract shall be collected, processed and stored in accordance with the applicable legislation of the Czech Republic, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council, General Data Protection Regulation, and Act No. 110/2019 Coll., on the processing of personal data, as amended. The Supplier is the controller of the Customer's personal data within the meaning of these legal regulations.

3) The Customer voluntarily provides the personal data necessary to enter into a contractual relationship with the Supplier. The personal data of the Customer is secured by the Supplier against misuse.

4) The Customer has the right to withdraw his/her consent to the processing of personal data upon written request. The Supplier is obliged to comply with this request.

5) By signing the contract, the Customer agrees to the sending of commercial communications to the Customer's email address specified in the inquiry, order or contract.

§15 Final provisions

1) By concluding the Contract, the Parties assume the risk of a change in circumstances and any change in circumstances shall not entitle either party to make any claim in respect thereof. The application of § 1765 par. 1, § 1766 and § 2000 of the Civil Code is excluded.

2) By concluding the Contract, the Parties also waive any right to rescind the Contract and to restore it to its original state if the mutual performance under the contract is grossly disproportionate. The application of § 1793 to 1796 of the Civil Code is excluded.

3) These GTC may be unilaterally amended by the Supplier, always with effect from the expiry of a 14-day period from the date of publication of the amendment to the GTC or the new version of the GTC at <http://www.melkov-wh.cz>, unless the amendment to the GTC or the new version of the GTC specifies a later effective date. The Customer shall have the right to reject such amendment to the GTC in writing and to terminate the contract (with effect to what has not yet been performed) for this reason with a notice period of 1 month.

4) If any provision of the GTC or the Contract is or becomes invalid or ineffective, the invalid provision shall be replaced by a valid provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions.

These GTC are valid and effective from 28.4.2025.