

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

§1 Introductory provisions

- 1) These General Terms and Conditions of Purchase (hereinafter referred to as the "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 the "**Customer**"), 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 (esp. purchase contract or work contract) concluded between the customer on the one hand and a legal person, a natural person engaged in business in connection with its self-employed activity as a supplier (hereinafter referred to as "**Supplier**") on the other hand, whether concluded in oral, written or implied form (hereinafter referred to as "**Contract**"). The goods supplied by the Supplier to the Customer under the Purchase Contract, or the work supplied under the Work Contract, or similar performance supplied under similar contracts, are hereinafter referred to in this Contract as 'the **Performance**'.
- 2) The Contract and these GTC supersede any other previous arrangements relating to the subject matter of the Contract and the provisions of the Purchase Conditions form 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 Supplier's terms and conditions shall only become part of the contract if the Customer has consented 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 GTCs.

§2 Order and contract conclusion

- 1) The Customer's order, including the terms of performance, price, data on quantity, quality and performance, or other characteristics of the required performance, is an offer to conclude a Contract, unless the parties expressly agree otherwise. The Supplier's expression of will to conclude a Contract with the contents of the order shall be deemed to be acceptance of the order within the meaning of §1740 of the Civil Code. If the Supplier's expression of intent contains any additions, reservations, limitations or other changes to the order, it shall be deemed to be a new offer intended for acceptance by the Customer. However, in the event that the Supplier has already begun performance after receipt of the client's order, the Contract shall be deemed to have been concluded by implication.
- 2) If these GTCs stipulate the form of communication between the Supplier and the Customer (hereinafter referred to as the "**Contracting Parties**"), these forms of communication are binding and failure to comply with them shall result in the invalidity of the legal transaction. All communication, the content of which is to become part of the Contract, must be in writing, i.e. in paper form or electronically via email or data messages.
- 3) Unless otherwise notified by the Customer to the Supplier, his contact details are:
MELKOV-WH s.r.o.,
Address: Na hůrce 1041/2, 161 00 Praha 6 - Ruzyně
Email: melkov-wh@melkov-wh.cz

- 4) The Supplier is obliged to provide the Customer with his contact details, including a contact person, without undue delay upon request

§3 Conditions of performance

- 1) The Supplier is obliged to provide the Customer with a list of the necessary documents or items that should be provided by the Customer before the conclusion of the Contract / acceptance of the order. If additional costs are incurred as a result of incorrect or incomplete requirements of the Supplier, these shall be borne by the Supplier.
- 2) The Supplier is obliged to examine the suitability of the documents or items submitted to provide the performance. If the Supplier discovers the unsuitability of the submitted documents or items for the performance, he is obliged to draw the Customer's attention to it and to invite him to provide written (also by e-mail) instructions for further performance. In the event that the Customer fails to give such instructions even after being requested to do so within 14 days of receipt of the request, the Supplier may withdraw from the Contract.

§4 Remuneration

- 1) The purchase price, the price of the work or other monetary consideration for the performance of the subject matter of the Contract (hereinafter referred to as "**remuneration**") is determined by agreement of the Parties. Unless otherwise stipulated in the Contract, the remuneration is agreed as the price of the performance upon acceptance at the place of performance and, in the case of works contracts, also of installation, excluding statutory VAT, which shall be calculated separately as of the date of the taxable supply. The remuneration is agreed as fixed and may only be changed with the consent of both Parties.

§5 Payment terms

- 1) The remuneration is payable on the basis of an invoice - tax document. Invoices can be sent electronically to the Customer's address: **melkov-wh@melkov-wh.cz**. The invoice is payable within 30 days from the date of its issue to the bank account or accounts of the Supplier indicated on the invoice. The Supplier is obliged to deliver the invoice to the Customer without undue delay after it has been issued.
- 2) If the invoice does not meet the requirements of a tax document as stipulated by law, the Customer is entitled to return the invoice within 10 working days of its receipt. In such a case, the time limit for payment of the invoice shall run from the date of issue of the new or corrected tax document.
- 3) The Customer shall fulfil its obligation to pay the remuneration at the moment of crediting it to the Supplier's account.
- 4) The Supplier acknowledges that the subject performance may be used for the purpose of installation at the Customer's final customer prior to payment of the price.
- 5) The liability of the Customer as the recipient of the taxable supply for the VAT unpaid by the Supplier on this performance is governed by the provisions of §109 of the VAT Act. The Supplier declares that at the time of conclusion of the Contract it is not an "*unreliable payer*" within the meaning of §106a of the VAT Act and is obliged to notify the Customer in

writing without undue delay if it becomes an unreliable payer at the time of performance of the Contract.

- 6) The Supplier must ensure that the account to which the remuneration is to be paid is an account that is published by the VAT administrator in a way that allows remote access.

§6 Delivery of performance

- 1) The Supplier shall deliver the performance to the Customer within the required time agreed in the Contract.
- 2) The delivery is fulfilled when the Supplier hands over the performance to the Customer or his authorised representative. In the event that the parties have agreed that the Customer shall provide the carrier at its own expense, the delivery of the performance to the Customer shall take place when the performance is handed over to the carrier for transport.
- 3) The Supplier shall hand over to the carrier the performance to be transported together with a delivery note containing at least the carrier, place of delivery, type and quantity of the performance (goods) to be transported. The carrier shall confirm the correctness of these particulars and the acceptance of the supply for carriage by signing, writing his identification in block letters and the date. The Customer shall acknowledge receipt of the transported performance at its destination in the delivery note together with the date of receipt and the Customer's signature and shall hand over to the carrier a copy of this acknowledged delivery note. The delivery note shall be signed on behalf of the Customer by the appropriate authorised person.
- 4) The risk of damage to the performance (goods or work, or other performance) is transferred at the moment of delivery. The ownership right to the delivered performance is transferred to the Customer under the terms of the Civil Code, in particular § 2082 or § 2599, but at the latest upon acceptance (handover) of the performance to the Customer.
- 5) Unless otherwise stipulated in the Contract or additionally agreed otherwise, the Supplier shall be deemed to deliver and the Customer shall take over the performance at the Customer's address at **Na hůrce 1041/2, 161 00 Praha 6 - Ruzyně**, whereby the Supplier undertakes to inform the Customer in advance of the date on which the Customer will receive the performance and thus enable its acceptance.
- 6) For the purpose of transportation, the performance shall be packed by the Supplier in a manner necessary for its preservation and protection during transportation.
- 7) In the event of the Supplier's delay in delivering the performance to the Customer, the Customer shall be entitled to demand from the Supplier a contractual penalty of 0.5% of the delivery price, excluding VAT, with which the Supplier is in default for each day of delay, even if commenced. This is without prejudice to the Customer's right to compensation for damages.

- 8) If the Supplier's delay in delivering the performance has led to additional costs incurred by the Customer, the Supplier shall be obliged to reimburse the Customer for these costs in full.

§7 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.
- 2) The Customer is obliged to ensure the assembly readiness in accordance with the Contract, otherwise to the extent usual for the assembly of the required item, and to hand over the assembly site in such condition on the basis of a written handover protocol to the Supplier.
- 3) The costs 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 Supplier, unless the Parties agree otherwise.

§8 Termination of the Contract

- 1) The Contract concluded between the Parties may be terminated:
 - by agreement of the Parties,
 - by withdrawing from the Contract under the conditions agreed in paragraph 2 § 8 of these GTC.
- 2) The Customer or Supplier is entitled to withdraw from the Contract in the event of a material breach of the obligations arising from the Contract by the other party, in accordance with the provisions of § 2002 Civil Code.

For the purposes of the Contract, a material breach of Contract means in particular, but not exclusively:

- a. the Customer's delay in payment of the invoice for the duly invoiced remuneration more than 30 days after the due date,
- b. delay of the Supplier in delivering the performance according to the agreed deadline for more than 30 days,
- c. substantial deterioration of the Supplier's or Customer's situation, which for these purposes means, in particular, the commencement of insolvency proceedings, the ordering of execution, entering liquidation, publication of information on an unreliable VAT payer.

The effects of withdrawal from the Contract shall commence on the date of delivery of the written notice of withdrawal to the other party.

- 3) The termination of the Contract shall not extinguish the claims of the Parties to the Contract for payment of contractual penalties, damages or other claims arising during the term of this Contract.

§9 Rights from defective performance

- 1) The rights and obligations of the Supplier and the Customer with regard to rights arising from defective performance are governed by the relevant generally binding regulations, in particular the provisions of § 1914 to 1925, § 2099 to 2112 and § 2615 to 2619 of the Civil Code.
- 2) The Supplier provides a quality guarantee for its performance in accordance with § 2113 of the Civil Code, unless otherwise agreed in the Contract, for a period of 24 months from the date of acceptance. Defects covered by this contractual guarantee shall give rise to the same rights and obligations for the Parties to the contract as under the provisions of § 1914 to 1925, 2099 to 2112 and 2615 to 2619 of the Civil Code.
- 3) The Customer shall make a complaint with the Supplier at the address of the Supplier's registered office, by email to the Supplier's email address specified in the Contract or through which the Contract was agreed. The moment of filing a claim shall be deemed to be the 3rd day after the claim is demonstrably sent to the Supplier, containing a notice of the claim, together with a description of the defect, the frequency of its occurrence and, if applicable, the date on which the defect became apparent, possibly accompanied by photographs of the defective performance. The Customer may choose the desired method of complaint handling when making a claim.
- 4) The complaint will be decided without undue delay within 5 days from the date of the complaint. Within 14 days of the complaint, the complaint must also be settled and the defect must be rectified. At the request of the Customer, the Supplier shall issue a written confirmation of the date and manner of the resolution of the complaint or the reasons for the rejection of the complaint. The aforementioned time limit may also be extended or shortened by agreement between the Supplier and the Customer after the claim has been made.
- 5) In the case of a removable defect of the installed performance at the target customer, which does not consist in a defective installation performed by the Customer and which the Customer or the Supplier is able to remove by replacement with spare parts or other adjustment of the installed performance, etc., is:
 - a) the Supplier is obliged to remedy the defect at his own expense,
or
 - b) the Supplier is obliged to compensate the Customer for the costs of resolving the claim if the Customer remedies such defect at the target customer itself.
- 6) If it is not possible to resolve the complaint of the installed performance at the Customer's target customer and the defects cannot be removed at the place of installation, the Customer shall dismantle the defective performance, if possible, and subsequently send it to the Supplier for complaint handling. If the complaint is justified, the Customer shall be entitled to reimbursement of the costs of resolving the complaint.
- 7) In the event that the defect is detected prior to installation and it is possible to send the claimed performance back to the Supplier, the costs of dispatching the defective

performance and subsequent delivery of the faultless performance shall be borne by the Supplier.

§10 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 Customer's registered office.
- 2) The Contract and these GTC shall be 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).

§11 Personal data protection

- 1) Both the Customer and the Supplier are obliged to act in such a way that neither Party suffers any harm to its rights as a result of the provision of personal data to the other Party that will be used for the performance of the subject Contract. The personal data provided 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.

§12 Final provisions

- 1) By entering into 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 contract cancellation 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) The Supplier may transfer the rights and obligations under the Contract to another person only with the prior consent of the Customer.
- 4) These GTC may be unilaterally amended by the Customer, 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 Supplier shall have the right to reject such amendment to the GTC in writing before it takes effect and to terminate the Contract (with effect in respect of what has not yet been performed) on this ground with 1 month's notice.
- 5) 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