

**GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY FOR THE SALE OF GOODS, PRODUCTS
AND SERVICES BY IZOLAS s.r.o.**

effective from 1 July 2026, governed by the provisions of the Civil Code No. 89/2012 Coll. (hereinafter referred to as the “New Civil Code”)

1. INTRODUCTORY PROVISIONS

1.1 IZOLAS s.r.o. (hereinafter referred to as the “Seller”) undertakes, by virtue of the Sale Contract concluded with the Buyer, to supply and deliver to the Buyer the goods specified by the Buyer (in terms of type, dimensions, quantity, etc.) and the Buyer undertakes to take delivery of the goods, collect them and pay the purchase price agreed between the contracting parties. The General Terms and Conditions of Sale and Delivery for the sale of goods, products and services of IZOLAS s.r.o. (hereinafter referred to as the “GTC”) form an integral part of every purchase or other contract or contractual arrangement (hereinafter referred to as the “Sale Contract”) concluded by the seller with another party (hereinafter referred to as the “buyer”) and serve to define the rights and obligations of both contracting parties. The provisions of the GTC are binding on both contracting parties, unless otherwise specified in the purchase or other contracts. These GTC also apply mutatis mutandis to contracts for work and services. The terms ‘goods’ and/or ‘products’ in the text of the GTC refer to the subject matter of performance provided by the seller to the buyer under the Sale Contract.

1.2 The buyer was made aware of the GTC prior to, or at the latest upon, the conclusion of the sales contract and accepted their wording. Delivery of the GTC to the buyer by electronic means, their display at the seller’s premises and their publication on the seller’s website shall also be deemed to constitute familiarisation with the GTC. By concluding the sales contract or, where applicable, by taking delivery of the goods, the buyer agrees to the wording of the currently valid GTC, the latest version of which is available at www.izolas.cz.

1.3 All proposals, offers, deliveries, agreements, services and sales transactions of the Seller are governed exclusively by these GTC, unless otherwise stipulated in an individual sales contract or another contract concluded between the Seller and the Buyer.

1.4 The creation, termination or amendment of contractual relationships (e.g. Sale Contracts, security for obligations) between the parties, as well as the rights and obligations arising therefrom, may only be effected in writing. The possibility of concluding an oral contractual relationship, or making amendments thereto, or entering into contractual arrangements to a different extent or under different conditions than those set out in writing, is excluded.

1.5 These General Terms and Conditions become binding on both parties to the contractual relationship as soon as the proposal to conclude a contract has been duly and timely accepted by the party to whom it is addressed and agreement has been reached on its essential terms. These General Terms and Conditions, to which the parties refer in a written contract, need not be signed separately by the parties to the contractual relationship.

1.6 Where a price is mentioned in the GTC, it is always a price exclusive of VAT.

1.7 Any amendment to the GTC may be adopted unilaterally by the Seller during the term of the contractual relationship, provided that the Seller notifies the Buyer of such amendment at least 14 days in advance of it taking effect. If the Buyer does not agree with the amendments made to the GTC, the Buyer is entitled to

terminate the Purchase Agreement (or, where applicable, the Framework Purchase Agreement and/or any other agreement establishing the contractual relationship between the Seller and the Buyer) by written notice delivered to the Seller, with effect from the date on which the amendment to the GTC takes effect. If the buyer rejects the amendment to the GTC but does not terminate the Sale Contract (or, where applicable, the Framework Sale Contract and/or any other contract establishing the contractual relationship between the seller and the buyer), the seller is entitled to terminate the Sale Contract (or, where applicable, the Framework Sale Contract and/or any other contract establishing the contractual relationship between the seller and the buyer) by giving notice to the buyer, which shall take effect on the date on which the amendment to the GTC comes into force.

2. PRICE QUOTATION

2.1 Any proposals made by the seller relating to the purchase price (proposed purchase price), or to any change thereto, or to other terms of the contractual arrangement or the content of the GTC, which are not set out in writing, shall not be binding on the seller.

2.2 The Seller is not bound by the proposed purchase price or other terms of the contractual arrangement set out in the proposal; information provided by the Seller prior to the conclusion of the contract is for information purposes only. The Seller declares that the information may serve as the basis for the conclusion of a future contract for a period of 30 days, calculated from the day following the dispatch of the proposal to the Buyer. The proposal lapses if it is not accepted within the specified period or if it is not withdrawn by the Seller.

2.3 The seller's price quotation (proposed purchase price) is limited exclusively to the precise definition and specification of goods which have already been unambiguously identified in terms of type, quantity and technical parameters (specifications of goods, services and terms of delivery), in such a way as to prevent any confusion with other goods or services. Any change to the specification of the goods made by the buyer shall be deemed a new proposal. Indicative pricing information provided to the buyer on the basis of their imprecisely defined goods shall not be regarded as a proposed purchase price, and the seller shall not be bound by it.

2.4 The seller's quotations are based on the buyer's specification of the goods, without knowledge of local conditions. The suitability of the goods is assessed only at the buyer's express request.

3. SALE CONTRACT

3.1 An offer (order), which constitutes a proposal to conclude a contract, must be in writing. Sending the proposal (order) by electronic means shall also be deemed to satisfy the requirement for written form. An offer may also be made orally, but exclusively at the Seller's place of business.

3.2 The sales contract is concluded and becomes effective as soon as the offer, submitted by the buyer and containing the essential particulars, is accepted by the seller.

3.3 The same legal consequences as those set out in clause 3.2 shall arise if the buyer confirms to the seller an Order Confirmation, a Delivery Note, a Tax Document (invoice), or any other request for payment of the purchase price.

3.4 The Purchase Agreement may also be concluded as a framework agreement, i.e. without a time limit, or for a fixed term (e.g. one year) or in relation to a specific matter (e.g. a project or a specific type of goods, etc.) or for the supply of goods whose quantity and type are not specified in advance, provided that each individual supply under this contract (a so-called partial delivery) must be specified by the buyer in writing,

with sufficient advance notice, as to type, quantity and delivery date. The provisions set out in points 3.1 to 3.3 shall apply mutatis mutandis to the conclusion of such partial deliveries.

3.5 The “Order Confirmation” sent by the Seller to the Buyer shall be deemed correct in its entirety and confirmed by the Buyer unless the Buyer raises any objections in writing within 24 hours of its dispatch by the Seller via the means of communication specified in Article 6 of these GTC. In the event of a request for express delivery, the Buyer must raise any objections immediately.

3.6 The Seller hereby informs the Buyer that it intends to take out receivables insurance with its contracted insurer; by entering into the Sale Contract, the Buyer consents to this, as well as to the possible provision of the relevant documentation required by the insurer. In the event that the insurer refuses to insure the Buyer on behalf of the Seller or reduces the required sum insured below the value of the transaction, the Seller is entitled to unilaterally amend the payment or delivery terms of the contract with the Buyer. Such a unilateral amendment shall not be deemed a breach of the agreed terms of the concluded Sale Contract on the part of the Seller.

4. STANDARD TERMS OF ORDER, ORDER DOCUMENTATION

4.1 If the buyer’s instructions for the manufacture of products by the seller are not specified in detail on the buyer’s order (the goods are identified only, for example, by their type designation), the contracting parties agree that the seller shall use the specifications set out in its Standard Ordering Terms, which are available to the buyer, for the manufacture of the goods.

4.2 In the event of an ambiguous or multi-interpretable specification of the goods by the buyer, which the seller has been unable to verify, the specification as stated by the seller shall be deemed correct. The seller shall not carry out a structural assessment of the products unless otherwise stated in writing.

4.3 In the event of a discrepancy between the written form of the order and the electronic submission of data (e-mail, EDI, etc.), the electronic version shall always take precedence.

4.4 If the buyer specifies the shape of the product using a template, this template shall be delivered at the buyer’s expense to the seller’s production site.

4.5 Templates must be supplied on materials that do not distort the shape of the specification, on a scale of 1:1. If a template is used on another material (paper, cardboard, etc.) that may distort the specification, the seller shall not be liable for any dimensional or shape discrepancies. Each template must clearly state the customer’s name, the order number and an indication of the visible side. If the shape of the goods is specified by both a drawing and a template, and these do not correspond, the details provided by the template shall be deemed decisive.

4.6 If an attachment (drawing, sketch, photograph, etc.) is enclosed with the order and the details set out in this attachment conflict with the order, the details set out in the order shall be deemed decisive.

5. SUBSEQUENT CHANGES TO THE CONTENT OF THE CONTRACT

5.1 An agreement on changes relating to the dimensions, quantity or other specifications of the goods may be made no later than before the order for the goods is sent to production; otherwise, the original order/commitment by the buyer shall remain in force.

5.2 Any agreement on changes to the matters set out in clause 5.1 must also include an agreement on a change to the timeframe within which the seller is to fulfil its obligation; otherwise, the agreement on the change shall be invalid.

6. FORM OF COMMUNICATION AND DELIVERY

6.1 An act carried out by electronic means (e.g. email, etc.) shall also be deemed to be an act carried out in writing (i.e. the delivery of a document to the party to whom it is addressed).

6.2 Any delivery of the contents of a document shall be deemed to have been effected

a) on the date of physical handover of the document, if delivered via a postal licence holder, by courier or in person, provided that it is delivered to the delivery address notified by the addressee or to the address listed in the Commercial Register or Trade Register,

b) at the moment of delivery of an email message containing the text of the document being delivered, if sent by electronic means to the last known email address mutually agreed upon by both parties for the specified method of communication,

When communicating by electronic means, the recipient of the message is obliged to confirm receipt of the message at the sender's request.

6.3 The parties to the contractual relationship agree that output documents from electronic communication, containing an expression of will by the relevant party, shall constitute evidence in the event of a dispute.

7. DELIVERY TERMS, STORAGE

7.1 The Seller's obligation to deliver the goods is fulfilled as soon as the Seller notifies the Buyer that the goods are ready for collection and allows the Buyer to take possession of them at the Seller's production site. The specification of a collection date on the 'Order Confirmation' or any other document provided by the Seller to the Buyer shall also be deemed to constitute such notification.

7.2 If the buyer fails to take delivery of and remove the goods without undue delay after being notified that they may dispose of them, but no later than within 7 days, counted from the date of such notification, the buyer shall be in default of their obligation to take delivery of the goods, and the seller shall be entitled to store the goods or arrange for their storage in their own warehouse or with a third party on the basis of a storage agreement concluded with a third party for the benefit of the buyer (pursuant to the buyer's instruction arising from these General Terms and Conditions of Sale) and to claim payment of the purchase price and of the costs associated with the storage of the goods with a third party. Upon handing over the goods for storage, the seller's obligation shall be deemed to have been fulfilled (alternative method of delivery) and the seller shall be entitled to issue a pro forma invoice to the buyer for the goods. Any advance payment on the purchase price already made by the buyer, or any partial or full payment of the purchase price, shall be set off against a valid tax document issued pursuant to this paragraph. The seller's claim for compensation for damage caused by the buyer's breach of the obligation to take delivery of the goods is in no way affected by the issue of a valid tax document.

7.3 If the seller stores uncollected goods in its warehouse, it shall be entitled to charge storage fees, and the buyer shall be obliged to pay the seller storage costs (storage fees) amounting to CZK 500 per rack of stored goods for each day or part thereof that the goods are stored. The Seller may only hand over the stock lists and goods to the Buyer once the storage charges have been paid by the Buyer.

7.4 Where the Seller's obligation is to deliver the goods to a location specified by the Buyer (the delivery point), the Seller's obligation to deliver the goods is fulfilled upon handover to the first carrier. If the Buyer arbitrarily restricts or unreasonably refuses such handover, the provisions of clause 7.2 et seq. of the General Terms and Conditions of Sale shall apply. The buyer is obliged to notify the seller, in good time, of

the person authorised to take delivery of the subject matter of the contract of sale at the place of delivery. For the purposes of proper performance, the buyer shall notify the seller in good time and in a verifiable manner that the proper acceptance of the goods at the place of delivery is ensured by a person authorised and entitled (hereinafter referred to as the 'recipient') to sign the delivery note. If the recipient is not present in person at the place and time of delivery, the seller shall hand over the goods to another person present at the time of delivery at the agreed place of delivery and shall obtain that person's signature on the delivery note, stating their first name and surname. The seller shall not verify the authority of another person to act on behalf of the buyer upon receipt of the goods. In this case, the fiction agreed by the parties shall apply, namely that the other person is acting on behalf of the buyer and is authorised, within the scope of the contractual relationship, to take delivery of the goods and to bind the buyer by this act. If no person is present at the place of delivery at the pre-agreed time of delivery, the seller shall return the goods to the place from which the transport commenced. All costs incurred in connection with the return of the goods to the place of delivery shall be borne by the buyer.

7.5 Unless otherwise stated, the obligations and duties of the contracting parties shall be governed by the terms set out in Incoterms 2020.

8. PACKAGING OF THE PRODUCT

8.1 The goods are packed in the usual manner, as standard only in packaging that is technologically necessary – depending on the goods (barrels, boxes, wooden crates, etc.).

8.2 If the buyer requests different packaging in writing, including transport packaging, this is subject to an additional charge and must be agreed in advance by the seller.

8.3 Unless the buyer requests transport packaging, the seller shall not be liable for the loading, the method of packaging or its suitability for transport. The buyer shall arrange for the loading of such goods themselves, and the seller, or its contractual partners, may assist with loading at the buyer's request and at the buyer's risk.

8.4 The loading of goods, packed in the seller's packaging, onto the buyer's means of transport or that of the buyer's contracted carrier shall be arranged by the seller or its contractual partner at its own expense and risk.

8.5 Unless the buyer has expressly ordered transport including unloading of the goods (at an additional charge), the buyer is obliged to arrange for the transport and unloading of the goods at their own expense and risk. The buyer is also obliged, at their own expense and risk, to make the necessary arrangements at the unloading site (e.g. by ensuring suitable access, obtaining entry permits, etc.) and to provide suitable unloading equipment or, where necessary, sufficient manpower for rapid unloading.

8.6 The Buyer acknowledges that the goods are dispatched by the Seller on returnable steel transport racks, the value of which is 16,000 CZK per unit for heights up to 1.8 m, 32,000 CZK per rack for heights between 1.8 and 2.3 metres, and 45,000 CZK per unit for racks taller than 2.3 metres. Prices are quoted exclusive of VAT. The contracting parties have agreed that the Buyer is obliged to return returnable steel racks up to 2.3 metres in height to the Seller within 30 days at the latest, or within 15 days for taller racks, from the date of delivery of the goods. Furthermore, the contracting parties have agreed that, from the 31st/16th day following delivery of the goods, the seller is entitled to charge a hire fee for the returnable steel stands amounting to 200/500/750 CZK per unit per day (the rental fee corresponds to the height of the rack) up to the 60th day following delivery of the goods. A tax document – an invoice – will be issued for the rental fee,

payable within 30 days of the invoice date. If the buyer fails to return the returnable steel rack within 60 days of delivery of the goods, the contracting parties have agreed that on the 61st day following delivery of the goods, a contract of sale shall be concluded between the seller and the buyer, the subject matter of which is the purchase by the buyer of the returnable steel rack from the seller, on the understanding that the seller shall be entitled to payment of the purchase price of the returnable steel rack at the price stated above. The purchase price is payable within 30 days of the Seller issuing the tax document – invoice. In the event of such a purchase, the contracting parties agree that the Seller shall Retention of Title to the returnable transport packaging until the purchase price has been paid in full by the Buyer.

8.7 For the duration of the stand's loan and/or until the transfer of ownership of the stand from the seller to the buyer, the buyer shall be liable for any damage to the transport stand resulting from its damage or loss and shall be obliged to pay for it in full. Any damage to or loss of the rack shall be invoiced by means of a valid tax document payable within 14 days, based either on the damage incurred or on the rack's purchase value.

8.8 The customer is obliged to dispose of non-returnable packaging, fasteners, spacers, etc. in accordance with Act No. 185/2001 Coll., on waste, as amended.

9. PRICES

9.1 The agreed price of the goods, as precisely specified in the proposal to conclude the sales contract, is the price calculated in accordance with the Seller's price list for products, goods or services (the 'list price') valid at the time of acceptance of the proposal (excluding packaging, transport and other surcharges such as energy surcharges, postage, etc.) or a price otherwise agreed between the parties.

9.2 If the buyer requests a price based on a valid quotation previously prepared by the seller, the buyer is obliged to indicate this in writing by stating the quotation number in the order. If the buyer fails to do so, the price will be charged in accordance with clause 9.1.

9.3 The agreed price means the price in CZK excluding value added tax.

9.4 If, by agreement with the buyer, the seller delivers the goods to the destination, the seller is entitled to charge the buyer for transport and handling costs in accordance with the usual rates of carriers, unless the parties agree otherwise in writing.

9.5 The method of rounding certain figures (thicknesses, dimensions, areas, prices, etc.) for the purpose of calculating the price is set out in the current price lists and also applies to individual quotations.

9.6 The Seller shall issue a tax document to the Buyer in electronic form and shall send it to the email address provided by the Buyer. If the Buyer requests a printed invoice, the Seller is entitled to charge a fee of 50 CZK per invoice, or 150 CZK per invoice sent by post.

10. TERMS OF PAYMENT

10.1 The Buyer undertakes to pay the purchase price properly and on time, i.e. by the specified due date, in full and without any deductions. The seller's entitlement to payment of the purchase price arises upon delivery of the goods to the buyer or to a third party acting on the buyer's behalf (7.4), or upon storage of the product in accordance with clause 7.2 of the General Terms and Conditions of Sale. The basis for payment of the purchase price is a tax document (invoice) issued by the Seller and containing all the requisite details

in accordance with Act No. 563/1991 Coll. on Accounting, as amended, and Act No. 235/2004 Coll. on Value Added Tax, as amended.

10.2 The Seller shall be entitled, in individual cases prior to the conclusion of the Sale Contract, to request payment of a deposit or other security for the Buyer's obligation to pay the purchase price, e.g. an agreement on a contractual penalty, a guarantee by a third party, the creation of a charge, or in the form of a guarantee by a person acting in the capacity of a statutory body or by persons who are members of a statutory body (promissory notes without protest, etc.) and other instruments to secure obligations.

10.3 The price for the goods is deemed to have been paid in full (the debt is settled) upon the invoiced amount being credited to the seller's account held with a financial institution or upon payment of the amount in cash.

10.4 Should the buyer fail to state a variable symbol on the payment order, or state a variable symbol from a non-existent tax document, the seller is entitled to allocate this payment to any outstanding liability.

10.5 If the buyer is more than 14 calendar days in arrears with payment for one or more tax documents, or has suspended payments, or their financial situation has deteriorated significantly, the seller is entitled to suspend all supplies of goods and services, even if a Sale Contract has been a Sale Contract has been validly concluded in accordance with these General Terms and Conditions of Sale, or to demand payment of an advance. Furthermore, the seller is entitled to suspend the acceptance of all new orders, to demand an advance payment, or to refuse to fulfil an order

10.6 If the buyer is in arrears with payment for one or more tax documents by more than 30 calendar days, or has suspended payments, or their financial situation has deteriorated significantly, all the seller's claims shall become due and payable immediately. The seller also has the right to reclaim the goods to cover or minimise the costs incurred as a result. At the same time, all agreed payment and commercial concessions, extensions, etc., shall be cancelled. In the case of open orders, the seller may unilaterally amend the payment terms and conditions, exclude the order from production or change its delivery date. For any subsequent order, the seller may require an advance payment or refuse to deliver that order.

10.7 The buyer shall not be entitled to make any demands regarding the seller's payment terms for any reason, nor to subsequently require optional documents not agreed in advance (e.g. subsequently requesting product certificates where this was not agreed prior to placing the order, etc.).

10.8 A claim by the buyer arising from the seller's delay in delivering the goods, from a defect in the delivered goods claimed by the buyer, or from any other legal basis on which the buyer is claiming monetary payment from the seller, is not eligible for set-off.

10.9 Unresolved complaints procedures, provided the reason for their non-resolution does not lie with the seller, shall not constitute grounds for a delay in payment.

11. DELIVERY TIMES

11.1 Unless the goods are collected from the warehouse, individual delivery times shall apply, as determined by the seller or in accordance with a rule agreed between the parties, whereby the seller is obliged to deliver the goods within a reasonable period, taking into account the nature of the goods and commercial practice, applicable to the goods in question, but no later than the maximum delivery period for the relevant goods, which is available for inspection at the Seller's premises upon request. The delivery period stated on the order confirmation is indicative only and may be unilaterally extended by the Seller at a later date, but by no more than 30 calendar days.

11.2 If the delivery period is determined subject to the fulfilment of an obligation by the buyer (e.g. payment of a deposit, etc.), the period specified in clause 11.1 shall commence on the date on which such obligation is fulfilled.

11.3 The seller is entitled to deliver the goods in partial consignments and before the specified performance date, and the buyer is obliged to accept such delivery. The right to invoice the buyer for the delivered order or part thereof arises on the date of delivery.

11.4 Compliance with the delivery deadline and the obligation to deliver shall be deemed to have been met upon the completion of the delivery, or upon enabling the buyer or a person authorised by the buyer to take delivery of the goods, provided that provided that all conditions on the buyer's part for the release of the goods have been met, or the seller has informed the buyer that the goods are ready for collection on the confirmed or alternative date at the seller's premises or at another location agreed in writing.

11.5 If the seller fails to fulfil its obligation on time as a result of circumstances excluding liability, including delays in deliveries from its suppliers and subcontractors, such delay shall not be deemed a default and the performance period shall be adjusted appropriately to the nature and duration of the circumstances excluding liability.

11.6 The Seller shall not be in default of performance due to obstacles caused by the Buyer.

11.7 In cases of fortuitous or extraordinary events arising through no fault of the Seller, i.e. arising by chance or unexpectedly as a result of natural forces (e.g. natural disasters, fire, flood, etc.) or human action (transport disruptions, strikes, lockouts, public disturbances, mobilisation, embargoes, uprisings, bans on foreign exchange transfers, restrictions on energy supplies, technical faults, labour disputes, interruptions or cessation of material production, etc.), or a health epidemic – so-called force majeure, which cannot be resisted and which hinders or prevents the seller or its suppliers from delivering the goods properly and on time – shall not be regarded as a breach of its contractual obligations under the concluded sales contract, and the buyer shall not thereby acquire the right to withdraw from the contract or to claim statutory or contractual penalties. If a force majeure event causes the seller to be in default of its obligation, the performance period shall be extended by the duration of the force majeure event.

13. QUALITY, STANDARDS, CERTIFICATION

13.1 Products are manufactured and goods are supplied in accordance with the applicable ČSN EN standards for the relevant product or goods; the seller shall not be liable for assessing the suitability of the goods or products for the purposes for which the buyer intends to use them, unless otherwise agreed in writing in a specific case.

13.2 Where such standards have not been laid down, the Seller's internal regulations and recommendations, which are available on its website www.izolas.cz, shall apply. In the absence of these, the customs of the relevant market shall apply.

13.3 The Seller is obliged, at the Buyer's request, to provide only the CE Declaration of Conformity or other documents required by law.

13.4 The Buyer is obliged to raise any request for the submission or provision of non-mandatory certificates, attestations or other documents or evidence prior to the conclusion of the sales contract; these shall be provided by the Seller following delivery of the goods, subject to mutual agreement and consent. Failure to

comply with a request raised at a later date shall not constitute grounds for refusing the delivery or for non-payment.

13.5 All information contained in catalogues, price lists, quotations, etc., such as dimensions, weights, specifications, colours, etc., is binding and valid only if expressly confirmed by the seller for a specific order.

13.6 The Seller is entitled to supply the Buyer with goods of equivalent or comparable quality with comparable basic technical parameters as required by the Buyer, regardless of the product's trade name, and the Buyer is obliged to accept such performance.

14. LIABILITY FOR DEFECTS, WARRANTY, COMPLAINTS

14.1 The complaints procedure is governed by the Seller's current Complaints Policy, which is displayed at the Seller's premises and is available on its website www.izolas.cz

14.2 The buyer or their representative is obliged to inspect the goods thoroughly upon receipt, check their quantity, quality and the integrity of their packaging, and immediately notify the seller of any defects by noting the discovery of obvious defects on the delivery note. The seller shall not be liable for defects in the goods which could have been detected by the buyer at the time of collection – so-called obvious defects (breaks, external scratches, shells, etc.) – unless the buyer drew attention to their existence at the time of collection by noting them on the delivery note.

14.3 For goods for which the buyer has paid the seller the full purchase price, the seller provides a quality guarantee for a period ending no later than 24 months from the date of the buyer's acceptance of the goods, or, if the buyer was in default of accepting the goods, from the date on which the goods were ready for handover to the buyer.

14.4 For certain products, the seller provides an extended guarantee, which is specified in the relevant sales contracts or in the seller's issued guarantee statements or price lists. Any agreement on a contractual extension of the warranty period is concluded subject to a condition subsequent, namely that it shall lapse if the buyer fails to pay the agreed purchase price properly and on time.

14.5 Changes to the condition or properties of a product shall not be deemed a defect in the product or a deterioration in its quality, and liability for defects and quality shall not apply to such changes if they occurred as a result of physical or other natural processes initiated without human intervention, nor to certain specific properties of the products listed in the document 'Specific Properties of Glass'.

14.6 The guarantee of the quality of the goods is conditional upon their correct transport, storage, handling, use, professional installation, the use of compatible materials during glazing, and maintenance in accordance with generally applicable regulations or the Seller's regulations. A complaint cannot be accepted if the defect was caused by force majeure (e.g. fire, flood, hailstorm).

14.7 Published data on the functional properties of the goods, e.g. thermal transmittance, light transmittance, sound insulation, light reflectance, etc., are governed by the manufacturer's applicable standards, test regulations and the boundary conditions specified in these documents. When installed in buildings, actual conditions may differ from the boundary conditions specified in these documents, e.g. ambient temperature, fluctuations in air pressure, the insertion of spacer bars, etc. Consequently, actual values may differ from those stated. Such deviations cannot form the basis of a complaint.

14.8 Any complaint regarding a product, goods or service must be lodged by the buyer in writing, stating the reason for the complaint, and delivered together with the goods to the seller's address without undue delay after the defect has been discovered, in accordance with the seller's Complaints Procedure, unless otherwise agreed in writing between the parties in a specific case. The seller has the right to inspect the goods subject to the complaint.

14.9 All one-off templates are archived by the seller for a period of 30 days from the date of delivery of the goods to the buyer and are subsequently destroyed, unless the buyer requests them or a complaints procedure is ongoing. If the buyer supplies templates for repeat and standardised production (duly marked on the template), these templates shall remain with the seller for subsequent assessment.

14.10 If the buyer does not order the goods in a single order, the seller shall not be liable for the complete conformity of goods delivered at different times and manufactured in different batches (e.g. colour variations in materials, etc.).

14.11 The seller shall not be liable for the final result of a technological process carried out on the buyer's own material (e.g. the buyer's own glass, etc.) or on material or a product supplied by the buyer for further processing, incorporation into the goods or their assembly.

14.12 Where the Buyer discovers that the goods supplied do not correspond to those ordered, or exhibit visible defects, or do not comply with the relevant ČSN or EN standards for the product, goods or service in question, or with generally applicable regulations or standards, the Buyer is obliged to remove such goods from the further processing stage (assembly, fitting, etc.) and to inform the Seller immediately in writing and await the Seller's instructions.

14.13 The Buyer's claim for compensation for loss (whether pecuniary or non-pecuniary) arising from a defect in the goods reported by the Buyer, and the associated costs, is limited by the Seller. Where a claim is justified, the Seller shall reimburse the Buyer up to a maximum of the full value of the product subject to the claim, expressed as the price excluding VAT stated on the tax document and reduced by any discount granted either at the time of invoicing or at any later date. Any other claims for compensation for the Buyer's loss are excluded.

14.14 The buyer is not entitled to compensation for loss (whether pecuniary or non-pecuniary) to the extent that they can have their claim satisfied under the rights arising from liability for defects in the goods; if the buyer's claim arising from a defect in the goods is satisfied by the granting of a price reduction, the buyer shall not be entitled to any other compensation (including any damages).

14.15 No claims or defects shall be recognised if the conditions for use of the goods do not comply with the Seller's technical standards and conditions, ČSN, EN, or generally accepted conditions regarding the suitability of the goods, or if claims in respect of such goods are entirely excluded due to their specific characteristics.

14.16 The Seller shall reject any claim by the Buyer arising from defects in the goods supplied unless the Buyer reports the defects without delay after discovering them or after they could have been discovered had due care been exercised.

14.17 Unless the buyer states otherwise in the notice of defects, it shall be deemed that the buyer is claiming delivery of new goods of the same type, quantity and specifications (hereinafter also referred to as

'Replacement Delivery'). Upon provision of the Replacement Delivery, an order confirmation shall be sent to the buyer. In this case, the seller shall proceed in the same manner as for a new order.

14.18 Where a framework purchase agreement has been concluded between the buyer and the seller, upon receipt of the complaint, the products subject to the complaint are immediately put into production and subsequently invoiced to the buyer as Replacement Delivery. Where the buyer's claim arising from the complaints procedure is recognised as valid, the invoiced costs shall be reimbursed to the buyer in full up to the value of the product subject to the complaint – in the form of a credit note (corrective tax document). Any other claims for compensation are excluded. Should the seller not recognise the validity of the buyer's claim, the submission of the complaint shall be deemed a new order. On the date the seller notifies the buyer of the rejection of the buyer's claim for liability for defects, the new order is confirmed and the seller becomes entitled to payment of the price of the Replacement Delivery.

14.19 If the origin of the product, or certain of its characteristics, cannot be identified due to the buyer's express request for a change to, or refusal of, the seller's standard product labelling, the complaint cannot be accepted.

14.20 If, on the basis of the available information, the seller assesses a complaint as unjustified, and the buyer nevertheless insists on its reassessment at a location specified by the buyer, this request by the buyer shall be deemed an order for consultancy services from the seller, which shall be remunerated in accordance with the current price list. The buyer expressly agrees to this procedure.

15. WITHDRAWAL FROM THE CONTRACT, INTEREST ON LATE PAYMENT, CONTRACTUAL PENALTY

15.1 If the seller is in default of its obligation to deliver the goods properly and on time, the parties have agreed on a contractual penalty of 0.05% for each day of delay, which the buyer is entitled to charge to the seller, up to a maximum total of 10% of the purchase price of the goods. Any other claims are excluded.

15.2 If the buyer is in default of payment of the purchase price, the parties have agreed on a contractual penalty of 0.05% for each day (or part thereof) of delay in the payment of the monetary obligation, which the seller is entitled to charge to the buyer.

15.3 The seller shall be entitled to withdraw from the contract if the buyer is in default of payment of the purchase price of this or any previous obligation, or if a petition has been filed against the buyer to commence insolvency proceedings, or if the buyer has been declared bankrupt and the matter is being resolved by bankruptcy proceedings or reorganisation in accordance with specific legislation, or if the buyer has been wound up and placed into liquidation. If the Seller does not withdraw from the contract for the reasons set out above, it shall be entitled to amend the terms of delivery of the goods by a unilateral legal act.

15.4 Should the seller exercise its right to withdraw from the contract, it shall be entitled, prior to the return of any advance payment or other form of security provided, to give priority to the satisfaction of its legitimate claims against the buyer arising from the buyer's breach of contractual or statutory obligations, including in other commercial transactions between the buyer and the seller.

15.5 The contracting parties agree that the buyer is obliged to bear all direct and indirect costs associated with the potential recovery of any debt not paid by the due date, i.e. in particular material costs, travel expenses, legal fees, administrative and court fees, etc.

15.6 If the seller is in default of performance of the sales contract for more than 30 calendar days despite a written notice from the buyer drawing attention to the existence of the default, the buyer shall be entitled to unilaterally withdraw from the contract.

15.7 Should the Seller withdraw from the contract in accordance with the law, the agreed terms and conditions or the terms and conditions set out in these GTC, any subsequent sale of the products shall not be taken into account when assessing a claim for damages.

15.8 The Seller is entitled to assign its claims and other rights against the Buyer arising from the sales contract to a third party.

15.9 The contracting parties expressly agree and confirm by their signatures that a change in circumstances or the impossibility of performance on the part of either of them shall not constitute grounds for termination of the contract.

16. RISK OF DAMAGE

16.1 Upon taking delivery of the goods, all risks of damage, loss or destruction of the goods shall pass to the buyer.

16.2 Upon taking delivery of the goods, the buyer shall be fully and exclusively responsible for the manner in which the goods are used, stored and otherwise handled. The buyer shall also be responsible for complying with legal regulations relating to environmental protection in connection with the goods, their packaging and packaging materials.

17. SUITABILITY FOR USE

17.1 The buyer is fully responsible for the manner in which the goods are used. The seller does not, as a matter of principle, verify the suitability of the goods for a particular purpose.

17.2 The Seller is liable for the suitability of the products and goods for their intended use only in cases where the Seller has confirmed this in writing, within a defined scope and under the specified conditions declared by the Buyer.

17.3 The Seller shall not be liable for any damage arising from the incorrect use, storage, transport, assembly or maintenance of the goods.

18. COMPENSATION FOR DAMAGES

18.1 The Seller's claim for compensation for loss (whether pecuniary or non-pecuniary) is not affected by the Buyer's payment of a contractual penalty and interest on late payment.

18.2 The Buyer's claims for compensation for damage or additional costs in cases where the Buyer has failed to comply with the terms set out in these General Terms and Conditions of Sale are excluded. In other cases, a claim may only be made if such a right is conferred on the Buyer by these General Terms and Conditions of Sale, the contract, or, in cases not covered therein, by binding legislation.

19. GENERAL PROVISIONS

19.1 Legal acts aimed at the creation, amendment, termination or cancellation of the contract must be in writing.

19.2 The contracting parties are obliged to notify the other party without undue delay of any change in the facts set out in the Sale Contract.

19.3 In specific cases, the contractual terms agreed in writing and set out in the contracts shall take precedence over these General Terms and Conditions.

19.4 The parties undertake to resolve any disputes amicably. If no amicable resolution is reached, the court having local jurisdiction over the seller's place of business shall have jurisdiction over all disputes arising directly or indirectly from the contractual relationship between the buyer and the seller or from the interpretation of these General Terms and Conditions. This Agreement shall be governed by the laws of the Czech Republic.

20. VALIDITY OF THE GTC

20.1 Should any individual provision of these GTC become invalid, this shall not affect the validity of the remaining provisions. A new provision corresponding to the meaning and purpose of the contractual relationship entered into shall be agreed in writing to replace the invalid provision.

20.2 These GTC form part of the sales contract and shall take effect between the parties on the date of conclusion of the sales contract. These GTC need not be signed separately by the parties to the contractual relationship, as the buyer had the opportunity to familiarise themselves with them prior to the conclusion of the contractual relationship.

20.3 These GTC shall take effect from 1 July 2026.

20.4 These General Terms and Conditions are executed in the Czech language and translated into English for convenience only. In the event of any conflict, ambiguity or inconsistency between the Czech version and the English translation, the Czech version shall govern and prevail.

Radomil Valeš, MSc.

Managing Director, Authorised Signatory