

## 1 DEFINITIONS, SCOPE AND CONTRACTUAL DOCUMENTS

- 1.1 These general terms and conditions (the "GTC") shall form an integral part of any agreement concluded between **Exyte Technology CZ s.r.o.**, a company established under the laws of the Czech Republic, with its registered seat at Kateřinská 108, Nové Modlany, Postal Code 417 42, Krupka, Company ID No. 057 24 368, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 264651 ("**Exyte**") and a party providing to Exyte the Product (as defined below) (the "**Supplier**"; Exyte and the Supplier together the "**Parties**") (the "**Agreement**"). When referring to the Supplier, the term should include Supplier's officers, employees, agents and persons identifying themselves as acting for and with the authority of the Supplier.
- 1.2 The Agreement shall only be validly concluded when: (i) an offer provided by the Supplier (the "Offer") is confirmed by placing an order by Exyte by letter or by email or through the electronic ordering system of the Exyte (the "Order"), or when (ii) an Order (without previously receiving an Offer by Exyte from the Supplier) is confirmed by the Supplier (the "Order Confirmation"). The Order cannot be accepted with any amendments or deviations. The Offer is always binding and valid until revoked, if not explicitly stated otherwise therein. The Order includes binding specification of goods, works, products and/or services either by explicit specification in the Order or by reference to the Offer or any other documents and specifications known to the Parties (the "Product"). The Agreement is not concluded if Exyte receives the Product from the Supplier without placing an Order.
- 1.3 The Supplier agrees that the terms and conditions set forth herein will be applicable to any Agreement concluded in a way described in the Section 1.2 of these GTC, and that any other terms and conditions referred to in any Offer, Order Confirmation or other forms or documents used by the Supplier (the "Supplier's Documents"), which are inconsistent with any terms and conditions contained herein, including any statement that purports to reject additional or varying terms of the Order, or which limit acceptance of the terms and conditions contained herein, shall be excluded and shall have no legal effect with respect to the Agreement, unless the Exyte has expressly agreed to those terms and conditions in Supplier's Documents.
- 1.4 The Agreement constitutes the entire agreement between the Parties and supersedes all prior, express and/or implied written or verbal, representations and/or agreements with respect to the same matter.
- 1.5 These GTC become part of the Agreement by the way of attachment of the copy hereof to any document forming an Agreement as stated in the Section 1.7 or by making a reference to these GTC in the respective document.
- 1.6 Exyte's employees are not authorized to include, even partially, any Supplier's Documents to the Agreement, unless their powers of attorney expressly provide otherwise. In addition, Exyte's waiver of certain provisions of these GTC in special cases shall apply only to a specific agreement and/or a purchase order, and in no case can be treated by the Supplier as applicable to performance of other agreements and/or purchase orders, unless the Parties agree otherwise.
- 1.7 The Agreement usually consist of the following documents, in a decreasing order of priority: (i) a written agreement (if applicable); (ii) the Order (if applicable), (iii) the Offer (if applicable), (iv) these GTC, (v) the Order Confirmation (if applicable). In the event of conflicts and/or interpretation discrepancies between provisions of the stated documents forming the Agreement, the priority of the documents shall be determined according to the foregoing sequence.
- 1.8 Exyte shall be entitled to revoke (cancel) Order with immediate effect, without a statement of grounds at any time prior to delivery of the Order Confirmation and/or agreement on all aspects of the Product (whichever comes later). Timely revocation shall not establish any claims whatsoever on the part of Exyte for conclusion of the Agreement and/or compensation and/or damages.

## 2 SCOPE AND NATURE OF THE SERVICES

- 2.1 Concerning the content of the Agreement, the specification of the Product shall include deliveries and services explicitly listed in the documents forming an Agreement, as well as all equipment, tooling, components, specifications and/or other items required for functioning of the Product, regardless of whether they are expressly defined in the Agreement.

- 2.2 Information in the documents pertaining to the Agreement (such as drafts, figures, specifications of weight, dimensions and perforations, etc.) and terms of delivery shall be exact and binding, unless expressly referred to as approximate and/or non-binding.
  - 2.3 When providing the Product, the Supplier - as a specialist in the provision of the Product - shall always inform Exyte prior to conclusion of the Agreement, or without undue delay thereafter, about all facts necessary to successfully use the Product or its outcome for Exyte's business activities. In particular regarding protentional threats, Product's quality and safety.
- ## 3 PRICES AND PAYMENTS TERMS
- 3.1 Unless expressly agreed otherwise, the specified rates are **DDP Incoterms 2020**. The applicable VAT shall be invoiced separately. For the avoidance of any doubt, rates under the Agreement constitute lump-sum remuneration for provision of the Product and/or all related services and shall include all costs related to shipment and taxes, levies, duties, securing any intellectual property rights including licences, rights of use, administration, customs, ancillary consideration, quality controls or any other similar costs. If unclear from the invoice, the price is with VAT and in Czech Crowns.
  - 3.2 By dispatching its Order Confirmation or starting to perform the obligations under the Agreement in whole or in part, the Supplier confirms that, it has received from Exyte all relevant information that it needs for the determination of the Price and/or that it is aware of such information from other sources. In addition, the Supplier confirms that it is familiar with the circumstances and peculiarities of the Exyte business and has taken them into account in the determination of the price. For this reason and subject to the provisions hereinafter, the price shall be fixed and final. The Supplier shall not be authorised to demand an adjustment of the price as a result of circumstances and/or peculiarities, and/or a lack of information, and/or the validity of the Agreement being questioned, and/or the Agreement being terminated.
  - 3.3 Any work, storage, documentation, materials, equipment and/or parts specified in the Agreement, as falling within the scope of the Agreement and essential for the technical integrity and necessary for the proper, regular and safe operation, shall be considered to be included in the scope of the price, unless such work, materials, equipment or parts have been expressly excluded under the Agreement. For example, if a part and/or an item is not included in the specifications, although a part and/or an item may, in accordance with the customary and reasonable interpretation, fall within its scope, such a part and/or an item shall be treated as included in the price.
  - 3.4 The Supplier has the right to issue and deliver an invoice only provided that such an invoice:
    - 3.4.1 complies with all applicable legal requirements;
    - 3.4.2 is submitted in a form that allows it to be inspected in accordance with applicable law, generally accepted accounting principles and specific requirements set out by Exyte;
    - 3.4.3 relates to a specific Order and/or the Agreement (the number thereof has to be inserted);
    - 3.4.4 contains all information that is necessary in order to identify and check the Product; and
    - 3.4.5 contains all information related to the payment terms.
  - 3.5 Exyte shall be entitled to reject, return and not pay any invoice that do not conform to the foregoing requirements, without the Supplier's right to charge interest, pending the clarification and submission of the corrected invoice. Should the invoice issued by the Supplier prove to be invalid for formal, legal and/or material reasons, the Supplier shall compensate Exyte for the damage resulting from the assessment of the tax liability as well as any sanctions and interest imposed on Exyte by the tax authority. Any banking costs arising outside of the Exyte's bank shall be borne by the Supplier.
  - 3.6 If not explicitly agreed otherwise in the Agreement, the remuneration under the Agreement should be payable within 30 days after receipt of an invoice, provided that such an invoice has been issued in line with the foregoing requirements.
  - 3.7 The Supplier shall only be entitled to set off any claims against the Exyte, if such claims have been acknowledged by Exyte in writing and/or judicially established by enforceable judicial decision. This shall apply mutatis mutandis to rights of retention of the Supplier.

## 4 CANCELLATION AND TERMINATION

4.1 The Supplier acknowledges and agrees that Exyte may cancel the Order and/or the Agreement respectively, at any time without stating a reason. The two following modalities of cancelation and respective conditions apply:

4.1.1 if the Order is cancelled prior to the delivery of the Order Confirmation to Exyte (even if the Agreement is concluded by delivering of the Order as a response to the Offer), the Supplier does not have any rights arising from the cancelation, in particular no rights to claim any damages or any related costs;

4.1.2 if the Order is cancelled after the delivery of the Order Confirmation to Exyte, the Agreement is terminated immediately and the Parties are obliged to return all already provided performances to each other without undue delay (e.g. deposit payment, part of the Product, etc.). With respect to such a termination, the Supplier has only the right to claim fair direct costs incurred by the Supplier with respect to delivery of the Product or other related services, however, only up to the market standard costs. Once the cancellation notice is delivered to the Supplier, the Supplier is obliged to immediately start a process of minimization of such damages and/or costs, for instance to attempt to sell a Product or its parts to a third party for the highest possible price. Such damages and/or cost will never include administrative, planning and scheduling, purchasing, engineering and other similar cost. If respective damages and/or costs are not sufficiently evidenced to Exyte without undue delay from delivering of the cancellation notice, fifteen (15) days therefrom at the latest, the Supplier has rescinded all related rights and the Supplier is not obliged to claim respective costs and/or damages.

4.2 Exyte has the right to withdraw from the Agreement in line with the respective provisions under the Czech law, in particular in any case:

4.2.1 the Supplier is in any material breach of its obligations under the Agreement; or

4.2.2 an insolvency decision is issued by a respective court regarding the Supplier.

4.3 The Supplier has the right to withdraw from the Agreement in line with the respective provisions under the Czech law. The Supplier has no right to withdraw from the Agreement once the Product is handed over to Exyte.

## 5 DELIVERY TERMS AND FORCE MAJEURE

5.1 The delivery period shall commence at the latest upon sending of the Order, unless agreed otherwise.

5.2 The performance of the delivery-related obligations is not dependant on the payment-related obligations of Exyte and shall be performed in time even if Exyte is in arrears with the payment-related obligations.

5.3 Delivery periods agreed in the Agreement are binding and provide for a strict and final due date when the Product shall be delivered at the latest.

5.4 The Product must be handed over on the basis of signing the handover protocol executed by authorised representatives of the Parties (the "Handover Protocol"). In the event of defects of the Product contained in the Handover Protocol that do not prevent the use of the Product, the Product will be accepted with an indication of the exact date of elimination of these defects by the Supplier. The assessment of the occurrence and severity of these defects and whether these defects prevent the use of the Product is the responsibility of Exyte. If the Product has other defects and imperfections other than isolated minor defects, which alone or in conjunction with others do not impede the use of the Product functionally or aesthetically, or restrict its use, Exyte shall be entitled to refuse acceptance of the Product. A record shall be made of the rejection of the Product, stating the reasons for which the Product was rejected. If not agreed otherwise, the handover shall also include operation and maintenance training with respect to the Product.

5.5 Neither the Exyte nor the Supplier shall be liable to the other party if and insofar as they are prevented from performing their contractual obligations due to a Force Majeure Event; thus, the due date for Product delivery shall be postponed only for the period of the impediment. This does not entail a dissolution of the Agreement. The Parties are committed to give each other the necessary information regarding the impediment. A Force Majeure Event means

circumstances which were unforeseeable when the Agreement was concluded and which are unavoidable or can only be avoided by unreasonable means or similarly serious circumstance, including, but not limited to (i) labour disputes, war, civil or any other disturbances, armed conflicts or terrorist acts; (ii) natural disasters, unusually severe weather, floods, seismic activity, such as earthquakes and volcanic eruptions; (iii) explosions or fires from lightning or other causes not attributable to the party invoking the Force Majeure Event; (iv) risk to public health and safety (including, but not limited to those risks posed by epidemic or pandemic events); (v) impediments due to the Czech, U.S., other national, EU or international regulations of foreign trade law. Force Majeure Event may influence performance under the Agreement only directly (the "Force Majeure Event").

## 6 SHIPPING, TRANSFER OF OWNERSHIP AND RISK

6.1 The Supplier is not entitled to make partial deliveries, unless agreed otherwise in the Agreement.

6.2 The ownership right to the Product and risk is transferred at the moment of signing of the Handover Protocol or at the moment of physical acceptance of the Product by Exyte. The risk associated with the deliveries and services shall be transferred in accordance with the provisions of DDP Incoterms 2020.

## 7 WARRANTY

7.1 The Supplier provides a quality guarantee (In Czech: *záruka za jakost*) and guarantees that for a period of one (1) year from the moment when the risk is transferred in accordance with Section 6.2 of these GTC, the Product will be of first quality free from defects in design, material and workmanship and will be operable in accordance with its usual purpose and that the Product will retain its functions and performance under regular use.

7.2 Exyte shall carry out an inspection of the Product without undue delay from execution of the Handover Protocol with respect to the Product, however in any case, Exyte should have at least fourteen (14) business days for such an inspection.

7.3 Unless otherwise agreed in the Agreement, the right of Exyte to claim defective performance under the Agreement expires two (2) years after risk transfer occurrence in accordance with Section 6.2 of these GTC.

7.4 The Supplier grants Exyte a warranty for the Product for a period as mentioned in Section 7.3 of these GTC and warrants that:

7.4.1 the Product is suitable and shall conform with the agreed intended use (including, in the case that the Supplier is participating in the provision of the Product) or – if no intended use has been expressly agreed upon – ordinary use, and is designed to function on a defect-free basis for the duration of the intended use;

7.4.2 the Product is rendered in accordance with the recognized rules of engineering – unless otherwise designated in the Order, as well as all applicable statutes and legal requirements;

7.4.3 the Product is rendered in accordance with the drawings, specifications, validations, and other documents that define the Product;

7.4.4 the Product is free of any apparent and/or hidden Defect;

7.4.5 Exyte is provided with all documents relating to the Product, i.e. user manual, warranty certificate, all documents relevant to the delivery (incl. shipment) of the Product to the Exyte; and

7.4.6 the Supplier guarantees that the Product does not pose a threat to safety, health and/or the environment, and that the Supplier has all approvals, permits, declarations of conformity (certificates, technical approvals, material certificates, etc.) required by the applicable regulations and standards.

7.5 The Supplier shall, at the request of the Exyte, actively participate at its own expense in audits (i.e. auditing of the contractual obligations, means of production and facilities including, but not limited to production processes, design and quality standards of the Supplier), discussions and analyses that relate to the Product and are initiated by the Exyte.

7.6 Exyte is entitled to rectification of the defective Product in line with provisions of the Agreement. This warranty obligation of the Supplier shall be performed in Žatec, the Czech Republic or at any plant appointed by Exyte. Should the Supplier be obliged to rectify the

defective Product, Exyte has the sole right to choose any way of rectification in accordance with the Civil Code. For the avoidance of doubt, the Supplier is not entitled to choose from the options to rectify the defective performance under the Agreement. Should any rectification of major Product's defect (i.e., a defect due to which the Product cannot be used for the usual purpose), Exyte shall be entitled to a reduction of the price accordingly or to a withdrawal from the Agreement. The warranty period set forth in Section 7.3 of these GTC shall be extended for the period during which the Product has been unavailable.

- 7.7 Exyte may assert its warranty claims also after the expiry of the warranty period, if the defects are detected and notified to the Supplier prior such an expiry. If the Supplier fails to take any measures aimed at removing the defect and/or in the event of delays in its removal, the Exyte shall have the right to repair and/or replace the same on its own and charge the Supplier with any and all costs or damages incurred, which shall be without prejudice to any Exyte's rights under the warranty.

## 8 LIMITATION OF LIABILITY

- 8.1 The Supplier shall be liable - regardless of the legal basis - within the scope of strict liability for any caused damages and shall compensate Exyte for the sum of (a) actual losses (in Czech: "*skutečná škoda*"), (b) loss of profit (in Czech: "*ušlý zisk*"), (c) loss being an indirect consequence of the breach of obligation under the Agreement, (d) any non-pecuniary damage (in Czech: "*nemajetková újma*") within the meaning of Section 2894(2) of the Civil Code and (e) any other caused damages, direct or indirect, physical, material and/or immaterial, consequential and/or not, caused by itself and/or any of its subcontractors, with respect to the Product and/or the performance under the Agreement, collateral and/or consecutive damages, downtime, production shutdown, etc.
- 8.2 The Supplier, as an expert in its business, shall have full responsibility for its technical decisions, regardless of the level of assistance provided by Exyte in the performance of the Agreement. The Supplier warrants to Exyte that the performance of the Agreement shall not infringe any protected intellectual property rights of third parties.
- 8.3 Any suggestions that are given by Exyte and/or other acts of participation are to be classified as advice and/or recommendations and are in no way to be understood as being definitive or as an instruction. The Supplier shall independently check such advice and/or recommendations for plausibility, its state of the art, technical discrepancies, substantive correctness and completeness and adopt them as its own. If the Supplier implements advice and/or a recommendation, the Supplier shall remain fully responsible, unless it was instructed to do so by Exyte in writing against explicate and clear information provided by the Supplier writing stating that the respective advice and/or recommendations should not be followed. Suggestions and/or other acts of participation by Exyte shall not release the Supplier from its obligation to render defect-free Product and meet all time periods and deadlines.
- 8.4 Supplier's liability shall not be limited and/or excluded in any way for the event that the Supplier has fraudulently concealed a defect, assumed a guarantee for the quality of the goods and services, and for the event of injury to life, physical injury or damage to health.
- 8.5 Pursuant to Section 629 para. 1 and 2. of the Civil Code the general period of limitation for claims in respect of the Agreement asserted by Exyte against the Supplier shall be five (5) years. The general period of limitation for claims in respect of the Agreement asserted by the Supplier against Exyte shall be one (1) year.
- 8.6 The payment of the contractual penalties by the Supplier shall not release the Supplier from its obligation of proper performance of the Agreement.

## 9 PROPERTY RIGHTS

- 9.1 All of Exyte's designs, plans, drawings and technical data provided by Exyte to the Supplier, if any, shall remain the sole property of Exyte. Exyte retains any and all intellectual property rights. Prints and drawings are to be reviewed only by authorized personnel of the Supplier. Exyte does not convey any permission to disclose, use, show, reproduce or manufacture materials shown on such designs, plans or drawings. The Supplier agrees to maintain in confidence, and will not use or disclose to any third party without Exyte's prior written consent, any non-public information it obtains about Exyte, including information regarding Exyte's existing or proposed products and information regarding Exyte's customers, other suppliers, pricing and

marketing plans. If requested by Exyte, the Supplier shall execute and deliver a confidentiality agreement to Exyte in form satisfactory to Exyte. The absence of such confidentiality agreement however, shall in no way relieve the Supplier of its obligations hereunder to hold the information specified herein in strict confidence.

- 9.2 The Supplier shall be fully liable for any damages, costs and/or liabilities incurred by Exyte or a third party resulting from any breach of the duties specified in Section 9.1 of these GTC. The Supplier shall be required to indemnify and keep Exyte harmless from all claims by third parties in relation thereto.

## 10 SUBCONTRACTORS

- 10.1 The Supplier shall only be permitted to use subcontractors to provide Product and/or portions thereof with the prior written consent of Exyte. The Supplier shall be required to contractually and organizationally ensure that the subcontractors are properly trained and comply with the provisions of the Agreement (particularly the non-disclosure obligation).
- 10.2 Consent by Exyte shall not limit the liability of the Supplier. The Supplier shall be liable on an unrestricted basis for the acts and omissions of the subcontractor.

## 11 INSURANCE

- 11.1 The Supplier undertake to purchase and maintain at its own costs and expense, a commercial general liability and product liability insurance including extended product liability, environmental liability, and environmental damage from a financially sound and reputable insurance company in order to cover its liability toward Exyte, Exyte's customers and/or any third party.
- 11.2 Without limiting or qualifying Supplier's liabilities, obligations, or indemnities otherwise assumed by Supplier pursuant to this Agreement, the insurance must meet the requirements of at least:
- 11.2.1 There shall be a minimum coverage of Euro 10,000,000 per event and twice in the annual aggregate per insurance year. For environmental liability and environmental damage insurance, the minimum sums insured are to be agreed per claim once in the annual aggregate.
- 11.2.2 The coverage shall as a minimum cover (i) bodily injury, (ii) property damage, (iii) consequential damages including but not limited to financial loss resulting from property damage or bodily injury, (iv) sudden and accidental environmental liability, and (v) product liability and extended product liability.
- 11.2.3 The deductible/self-insured retention must not exceed Euro 100,000 per event.
- 11.2.4 The coverage shall include sub-suppliers and subcontractors as well as Exyte and shall include a waiver of subrogation for the benefit of Exyte. Supplier's liability insurance shall apply "primarily", i.e. in case of an insured event, it shall precede any other liability insurance policies.
- 11.2.5 The coverage shall be primary and hence precede any other insurance coverages provided by Exyte or otherwise.
- 11.2.6 Without limiting the foregoing, the coverage shall meet good local standard as well as all regulatory requirements.
- 11.3 The Supplier shall provide Exyte with proof of the conclusion of the insurance contract, as well as the premium payments, upon first request. If Supplier, despite a reasonable additional time to do so, fails to provide such proof, Exyte shall be entitled to take out corresponding insurance at Supplier's expense or rescind this Agreement. The costs incurred by Exyte for taking out the insurance in lieu of Supplier are deducted from the next due payments.
- 11.4 Supplier shall be required to maintain such insurance until the end of the warranty period for the last Product delivered to Exyte.
- 11.5 Keeping the insurance available shall not limit the Supplier's responsibility. This shall also apply to the amount of any compensatory damage obligations of the Supplier.
- 11.6 Supplier undertakes to immediately perform any of its duties as insured party under such insurance contracts, including notification obligations. Supplier's insurance contracts shall exclude any recourse against Exyte.



11.7 The Supplier shall be required to inform Exyte of the termination of the insurance contract, regardless of the reason for the termination, promptly within the termination notice period.

## 12 CONFIDENTIALITY

12.1 The Parties undertake to treat in a confidential manner any information of any nature whatsoever, in whatever form (including oral, written, magnetic or electronic form) in particular but not limited to any commercial and financial documents, technical details, data, specifications, software, business plans, designs, studies, recommendations, personal data, know-how and other intellectual and/or industrial property rights (the “**Confidential Information**”), of which they become aware as a result of the Agreement. Confidential Information shall not encompass information that:

- 12.1.1 was already in the public domain, or
- 12.1.2 had become accessible to the public other than through the Parties having failed in their contractual obligations, or
- 12.1.3 has been legally received from a third party who was completely at liberty to disclose, or
- 12.1.4 has to be disclosed by of a statutory provision, a judgement or any other decision from a regulatory authority.

12.2 Each of the Parties undertake:

- 12.2.1 not to use the Confidential Information for any other purpose than the performance of the Agreement,
- 12.2.2 not to disclose or reveal in whole or in part, directly or indirectly, to any third party the Confidential Information, unless such disclosure is necessary for the performance of the Agreement and has been approved by the other Party. In such a case, the Party which discloses Confidential Information shall ensure that such third party accept to be bound by terms and obligations not less stringent as set forth herein,
- 12.2.3 not to copy or reproduce in whole or in part the Confidential Information except when necessary for the performance of the Agreement.

12.3 Drawings, models, templates, samples, and similar objects may not be provided or made available to unauthorized third parties. The reproduction of such objects shall only be permissible within the framework of operational needs and provisions of copyright law.

12.4 If the Parties have concluded a separate confidentiality agreement, the provisions of the confidentiality agreement shall have priority over this Section 11.

12.5 By conclusion of the Agreement, the Supplier acknowledges and agrees that the Exyte will provide Confidential Information or any other documents and information described in this Section 11 to any company in its group.

## 13 ASSIGNMENT

The Supplier shall not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of Exyte. Any purported assignment or delegation in violation of this Section 13 is null and void. Exyte may assign any rights and/or obligations under the Agreement to any company from its group. The Supplier hereby gives irrevocable consent with such an assignment.

## 14 COMPLIANCE WITH LAW

The Supplier is obliged to comply with all applicable laws, statutes and regulations, including those in the areas of labor, health, safety anti-money laundering, anti-corruption, international sanctions and environment, as well as to comply with all internal instructions and the safety, health, and environmental provisions in effect at the respective premises (for instance where the Product is being installed at the premises of Exyte) and, if necessary, to obtain all necessary permits.

## 15 DATA PROTECTION AND COMPLIANCE

15.1 The Parties mutually agree that the respective other Party may process and store personal data using data processing systems for the purpose of property management and order processing.

15.2 The group policies of Exyte require strict compliance with applicable law and the respective business standards. Exyte shall conduct its business in compliance with the highest moral and ethical principles. In particular, a zero-tolerance policy relating to corruption applies. Exyte shall apply the same standards to the selection of its business

partners and shall not tolerate any unlawful, immoral or unethical conduct by its business partners. Now therefore, the Supplier agrees as follows:

15.2.1 Corruption: Supplier undertakes not to take any actions which might be considered violations of (i) the United States Foreign Corrupt Practices Act, (ii) the U.K. Bribery Act, (iii) Sec. 299 et seqq. and Sec. 330 et seqq. of the German Criminal Code (StGB), (iv) the United Nations Convention against Corruption (UNCAC), (v) the OECD Convention on Combating Bribery of Foreign Public Officials, or similar laws and regulations regarding corruption and bribery. Supplier shall not, either by itself or through third parties, either covertly or openly, indirectly or directly promise, offer, grant or otherwise provide money or benefits in kind to government officials and their assistants, company representatives, business partners or any other third parties, which may be suitable to influence the actions and decisions of said persons, to urge them to breach their duties or exercise their influence over third parties, in order to attain business or benefits for itself or for third parties in this way.

15.2.2 Compliance with applicable law: Supplier shall at all times comply with applicable law. If Supplier is uncertain about contents and limits in the context of the contractual relationship, it shall consult Exyte before taking any further action.

15.2.3 Code of Conduct: Supplier undertakes to observe and comply with the Code of Conduct applicable to all Exyte companies. The Code of Conduct is available at: <https://www.exyte.net/en/Suppliers>

15.2.4 Information obligations, indemnification: Supplier shall notify Exyte without undue delay if it becomes aware of any actual or potential breach of the above provisions regarding the contractual relationship with Exyte or an affiliate. Supplier shall take all required measures to avoid any breach of the above provisions. If Supplier nonetheless is in breach of any of the above obligations, it shall indemnify Exyte, including its legal representatives, workers and employees for any and all claims, damage and costs (including the costs of litigation) which authorities or third party may assert against Exyte because of the breach.

## 16 SEVERABILITY

If any provision or part of the provision of the Agreement is or becomes invalid, illegal or unenforceable, the remaining provisions shall continue to be valid and enforceable. The Parties undertake to convene and to enter into an amendment to the Agreement to replace the invalid, illegal or unenforceable provision or part-provision with a valid, legal and enforceable provision that, to the greatest extent possible that would achieve the intended commercial result of the original provision.

## 17 NOTICE

Unless otherwise agreed, all notices under the Agreement shall be delivered (i) by registered or certified mail, (ii) via data box (in Czech: *datová schránka*), (iii) in person, or (iv) to the e-mail address of a Party expressly designated in the Agreement as the official contact e-mail address. Notices containing withdrawal from the Agreement need to be sent using registered letters with receipt requested or registered letters or delivered in person.

## 18 PLACE OF PERFORMANCE, APPLICABLE LAW AND PLACE OF JURISDICTION

18.1 Place of performance is Žatec, the Czech Republic, if not agreed otherwise.

18.2 Czech law shall be exclusively applicable (excluding any references to other legal systems). The UN Convention on the International Sale of Goods (CISG) shall be excluded.

18.3 Exclusive place of jurisdiction for all disputes arising from or in connection with the Agreement, its subject matter or these GTC is Prague. Nothing in this Section shall limit the right of the Exyte to take proceedings against the Supplier in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

## 19 END OF DOCUMENT