

Terms and Conditions for Orders

Yunex, s.r.o.

– released: 1 September 2022 –

I. Recitals

1. These Terms and Conditions for Orders (the “Terms”) are terms and conditions within the meaning of Section 1751 et seq. of Act No. 89/2012 Coll., civil code (the “Civil Code”). These Terms govern the legal relationship between Yunex, s.r.o., as the customer ordering the work (the “Customer”), and the supplier of the work (the “Supplier”), regardless of the specific type of Contract agreed between them. The specification of the work to be performed (the “Supply” or the “Work”) is defined by the Contract.

2. In the event that the Supplier’s terms and conditions also apply in addition to these Terms, then if conflict arises between such terms and conditions and these Terms, these Terms shall take precedence.

3. In the event of a conflict between the specific conditions set out in Exhibit 3 and Articles I to XV of these Terms, the specific conditions set out in Exhibit 3 shall apply.

4. ***The Supplier expressly confirms it has read, understood and agrees to Article III. par 4 and 5, Article V. par. 11, Article VI. par. 1, Article VIII. and Article XV. par. 5, par. 6 and par. 10 of the Terms.***

II. Formation of Contractual Relationship between Customer and Supplier – Order, Acceptance (Confirmation) of Order

1. The contractual relationship between the Customer and the Supplier shall be established by issue of a written order by the Customer (the “Contract Proposal”) and the written acceptance of the order by the Supplier without any deviation (the “Order Confirmation”). Order Confirmation by the Supplier must be in writing under the penalty of invalidity.

2. The Customer may withdraw the order or amend it until issue of Order Confirmation by the Supplier.

3. If the Order confirmation and/or performance by the Supplier of the order deviates from the content of the order, the Customer shall have obligations towards the Supplier thereunder only insofar as and to the extent that the Customer and the Supplier agreed to such deviation from the order expressly and in writing. Acceptance by the Customer of Supplier’s performance or payment by the Customer therefor shall not be deemed agreement on deviation.

III. Price, Terms of Payment and Set-Off

1. The price is agreed as final and includes all costs of the Supplier necessary for the proper execution of the Work. The price also includes any royalty for granting the right to use software and firmware, insofar as included in the Supply.

2. The Customer shall pay the price to the Supplier on the basis of a tax document (the “Invoice”). The Invoice must contain, inter alia, the correct VAT rate, the delivery note number and the Customer’s purchase order number, as well as the numbers (and the relevant names (codes)) of each item ordered. When invoicing for a Supply subject to the domestic reverse charge regime, the Invoice must also contain the code for the subject of the supply in accordance with the applicable instructions of the General Financial Directorate (GFD). The Customer shall be entitled to return any Invoice incorrectly issued, incomplete or not supported by the relevant documents to the Supplier within the due date without defaulting on payment.

3. The Supplier is obliged to issue the Invoice as of the date of taxable supply in accordance with applicable legislation.

4. The Invoice is due 60 days from its delivery to the Customer. The price shall be paid to the Supplier’s bank account specified in the Contract, which is accessible by the tax administrator by remote means and is maintained by a domestic payment service provider. The application of paragraph 9 of this Article is not excluded. The Customer’s obligation to make payment shall be discharged once the amount due is debited from the Customer’s account. ***The Supplier shall not be entitled to charge interest on late payment in case of Customer’s delay in payment of up to 7 days.***

5. ***If the Customer pays the invoiced price between the 31st and 45th day from delivery of the Invoice, the Supplier shall grant the Customer a price discount of 0.5 % of the invoiced amount (including VAT). If the Customer pays the invoiced price between the 15th and 30th day from delivery of the Invoice, the Supplier shall grant the Customer a price discount of 1 % of the invoiced amount (including VAT). If the Customer pays the invoice price within 14 days from delivery of the Invoice, the Supplier shall grant the Customer a price discount of 1.5 % of the invoiced amount (including VAT). The Customer shall in such a case be entitled to pay the invoiced price already reduced by the relevant discount. The Customer shall be entitled to the discount even where the invoiced amount is paid later due to a warranty claim for defective Supply.***

6. The Supplier is entitled to set off its claims that are due, enforceable, not time-barred, uncontested between the Parties, and provided that the set-off has been agreed in writing by the Customer. The Customer shall be entitled to set off any of its claims, whether or not due and payable, against any of the Supplier’s claims, whether or not due and payable,

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based on a written declaration to the Supplier. The Supplier shall not be entitled to assign any claim against the Customer to a third party without the prior written consent of the Customer. Claims in different currencies may be set off at the exchange rate set by the Czech National Bank on the date of set-off.

7. The Customer shall pay the price provided that the Supplier is not in default in any payment to the Customer for Supplies that were also delivered under another contractual relationship. During such default by the Supplier, the Customer shall not be in default of payment of the price and the agreed due date shall be extended proportionately by the length of the Supplier's default referred to above.

8. At the request of the Customer in justified cases (e.g. in the event of insolvency of the Supplier), the Supplier shall produce proof of proper VAT payments. Until such proof is received, the Customer shall be entitled to postpone payment for the Supply provided without being in delay. The application of the following paragraph is not excluded thereby.

9. If the Supplier is an unreliable payer within the meaning of the VAT act as at the taxable supply date or if the Customer believes in good faith that the Supplier is in a position that would otherwise cause Customer's liability for unpaid VAT, the Customer is entitled to a) pay the Supplier the price of the Supply net of an amount equal to the relevant amount of VAT and b) pay the VAT on the Supply directly to the relevant tax administrator's account.

10. The Supplier shall provide the Customer with the necessary assistance in the Customer's dealings with the tax administrator, consisting in particular in the proper and timely provision of truthful information and documents and support in the Customer's dealings with the tax administrator, should the latter raise a claim against the Customer on account of the Customer's liability for VAT, or should the Customer voluntarily pay VAT on the Supply under this Contract.

IV. Handover and Acceptance of Supply

1. The Supply is accepted:

- a) no installations included: by written confirmation of delivery (including unloading) of the complete subject of Supply to the destination according to the confirmed order,
- b) installations included: by written confirmation of acceptance of the complete subject of Supply by the Customer.

2. When delivering technical equipment and devices, the Supplier is obliged to train the operating and maintenance personnel of the Customer or the end user of the Supply. Furthermore, the Supplier undertakes to deliver the necessary documents for

the Supply (in particular, complete installation plans including all connections and required constructions, data sheets, installation instructions, processing instructions, storage, operating and maintenance regulations, etc.). All documents supplied by the Supplier shall be handed over together with the Supply at the latest, in duplicate in the Czech language or, where appropriate, in English. At the Customer's request, the Supplier shall also supply, free of charge, an additional language version of the documents so delivered.

3. Where the object of the Contract concerns products specified by implementing regulations of Act No. 22/1997 Coll., on technical requirements for products, the Supplier is obliged to hand over to the Customer a copy of the Declaration of Conformity, or written *Assurance of Release of EU Declaration of Conformity*, no later than the agreed performance date. Furthermore, the Supplier is obliged to enable the Customer to check the progress of the subject of performance during the performance of the Contract.

4. The Customer is entitled to request the Supplier to suspend performance of the Contract at any time in writing. Upon receipt of such notice, the Supplier undertakes to suspend all work until it receives a written call from the Customer to continue performance.

5. The Supplier shall not be entitled to claim for the first 90 days from the date of suspension of performance of the Contract any storage fees or other costs incurred thereby. Deadlines for the performance of the Contract shall be extended proportionately for the duration of the suspension.

6. If there is a risk of Supplier's delay, the same must promptly inform the Customer and ask for instructions.

7. Delay by the Supplier in the performance of the Contract shall impose upon the Supplier the obligation to pay the Customer a contractual penalty of 0.3 % of the price of the performance in question (including VAT) for each day of delay. The contractual penalty is without prejudice to the Customer's right to claim compensation for damages in excess of the contractual penalty.

8. The place of performance is the location specified in the order. The time of performance is business days from 8:30 a.m. to 5:00 p.m.

9. The Supplier is entitled to outsource the performance of the Supply through a subcontractor only with the prior consent of the Customer.

10. If the nature of a particular part of the Supply so allows, the Supply or part thereof may be executed by remote access. If the Contract does not expressly

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stipulate whether a specific part of the Supply is to be performed by the Supplier at the place of performance or by remote access, and the nature of the performance allows both methods, the Customer is entitled to choose between them at its discretion without prejudice to the agreed price of the Supply. Where the Supply or part thereof is to be carried out by remote access, the Customer shall be obliged to grant the Supplier such remote access. The Supplier shall bear the costs associated with remote access.

11. The Supplier is entitled to deliver the Supply even before the agreed performance date only with the express written consent of the Customer.

V. Delivery of Supply, Transfer of Title, Transfer (Passage) of Risk of Damage

1. The Supplier shall deliver the Supply at its expense and risk to the agreed place of delivery. Cash on delivery consignments shall not be accepted. The Supplier shall pack the Supply so as to prevent damage to the Supply or to health and property during transit.

2. The Supply shall be accompanied by a delivery note with all the details of the order, such as the order number, part numbers, the exact designation of the goods, the ordered item and, in the case of deliveries from European Union countries, the customs tariff of the goods. The delivery shall also include a completed Supplier's Declaration for export and customs control purposes and documents proving the origin of the goods for customs, re-export, etc.

3. If shipping costs to the agreed place of performance are to be borne by the Customer according to the confirmed order, the Supplier shall be entitled to invoice the Customer only for those costs which the Customer has agreed in advance.

5. If the Supply is transported by a carrier commissioned by the Customer, the Supplier is obliged to provide to the Carrier the necessary information concerning dangerous goods.

6. The Supplier shall ensure:

- a) the Supply is accompanied by a packing or delivery note with a clear indication of the contents as well as the complete order number (mark) of the Customer,
- b) each part of the consignment (colli) shall bear a clear indication of the contents on the packaging as well as the complete order number (mark) of the Customer,
- c) the dispatch of the Supply, the receipt of which at the place of destination requires the presence/cooperation of the consignee, has been promptly notified (announced) in writing to the Customer or consignee at least 1 business day in advance, together with a clear indication of the

contents as well as the complete order number (mark).

7. Title and risk of damage to the Supply shall pass to the Customer:

- a) for Supplies without installation, by written confirmation of acceptance (delivery including unloading) of the undamaged Supply to the destination according to the confirmed order,
- (b) for Supplies with installation, by signing the acceptance protocol by both the Supplier and the Customer.

8. Materials owned by the Customer and provided to the Supplier for the purpose of the Supply shall remain the property of the Customer and shall be stored, labelled and administratively recorded separately at no cost to the Customer. Use of such materials shall be permitted only for the fulfilment of the Supplier's obligations towards the Customer. In the event of deterioration or loss of the materials, the Supplier shall be obliged to procure and use an appropriate replacement at its own expense.

9. The processing and/or modification of the Customer's materials by the Supplier is made exclusively for the Customer. The Customer is the direct owner or co-owner of materials so modified, intermediate products or new items. Should it not be possible for legal reasons, it shall be assumed that the Customer is, at each moment of processing or modification, the owner of each new item. The Supplier is obliged to take professional care of each such new item free of charge for the Customer until it is handed over to the Customer.

10. The tools, molds, samples, models, profiles, drawings, standards, printing patterns, instructions in any form provided by the Customer, as well as the items produced in accordance therewith, may not be passed on to third parties or used for purposes other than in accordance with the relevant Contract without the written permission of the Customer. The Supplier is obliged to protect (secure) all the above items against unauthorized inspection or use and to mark them with the Customer's name, if technically feasible. Failure of the Supplier to do so shall entitle the Customer to demand their release without prejudice to the Customer's other rights.

11. *The Supplier assumes the risk of change in circumstances under Section 1764 to 1766 of the Civil Code.*

VI. Warranty for Quality, Liability for Defects

1. *Supplies delivered to the Customer by the Supplier shall carry a 3year warranty for quality. The warranty period shall commence upon transfer of risk of damage.*

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2. For Supplies supplied onward by the Customer to third parties without being used by the Customer itself, the warranty period shall commence upon acceptance of the Supply by the respective third party, however, ending no later than 3 years after transfer of risk of damage to the Customer.

3. The Supplier undertakes that its performance shall comply with the requirements of ISO 9001, ISO 14001, ISO 27001 and EN ISO 45001:2018. Where the Supplier is certified to these standards, it shall have the applicable certificates available on its website. If the Supplier is not certified to these standards, it shall comply with these standards. The Customer shall be entitled to audit the Supplier to determine compliance with these standards. The Supplier undertakes to comply with all policies, manuals, directives, instructions and guidelines of the Customer made available to the Supplier.

4. Defects that were detected until transfer of risk of damage or that manifested during the warranty period shall be either removed by the Supplier or a new Supply shall be procured by the Supplier at its expense, at the Customer's option and within 5 business days from a warranty claim. This provision shall also apply to Supplies where acceptance inspection was limited to a mere spot check of samples or identity. The Supplier shall send the Customer information on the corrective measures it has taken to prevent the recurrence of defects in the format requested by the Customer. The time limit for sending the information is 2 business days after receipt of the warranty claim.

5. If the Supplier fails to remedy the defect or to provide a replacement Supply, even after the Customer has provided a reasonable additional period of time, the Customer shall be entitled to:

- fully or partially withdraw from the Contract,
- demand a discount, or
- at the Supplier's expense, either itself or through a third party, remedy the defect or to procure a replacement Supply, without prejudice to the Supplier's obligations under the warranty for quality and liability for defects.

6. The Customer has the right to claim against the Supplier a contractual penalty for defective performance of the object of the Contract in the amount of 15 % of the agreed price. This is without prejudice to the Customer's claim for compensation of damage in excess of the contractual penalty.

7. Defects may be removed at the Supplier's expense even without additional period granted, where the Supplier was already in delay with the original performance.

8. Costs incurred by the Customer in remedying the consequences of the Supplier's breach of duty and any defects in the Supply shall be reimbursed by the Supplier to the Customer upon written demand by the Customer. This also applies, mutatis mutandis, to costs incurred by the Customer in vain for the processing or modification of the Supply for the aforementioned purpose.

9. The Customer may file a warranty claim for defects as follows:

- within 1 month after the risk of damage has passed, or
- within 1 month of the discovery of defects, if the Supply has not yet been used and the defects have not been discovered until further processing or modification or upon delivery to a third party.

10. The above rules apply correspondingly to replacement Supply as per paragraph 4.

11. Costs associated with warranty claims for defects including shipping shall be borne by the Supplier.

12. The Supplier shall be obliged to carry out or arrange for post-warranty repairs for a period of 10 years from the date of delivery, including the procurement of spare parts, if the nature of the Supplies so requires. Otherwise, the Supplier is obliged to inform the Customer without delay and to provide the latter with an alternative under similar conditions.

VII. Licensing Arrangements

1. Insofar as software or another copyrighted product is part of the Supply, (the "Application Software"), including the related knowledge and know-how for its use, the Customer shall be entitled and obliged to handle Application Software as described below.

2. The Supplier is obliged to inform the Customer – no later than at the time of Order Confirmation – whether the products and services to be supplied contain "Open Source Software". Open Source Software means any software made available by the relevant licensor royalty-free to any user under license or other agreement with the right to modify and/or distribute such software. Open License Terms include, for example, the following licenses: the GNU License, the General Public License (GPL), the GNU Lesser GPL (LGPL), the BSD License, the Apache License, or the MIT License. In the event that the Supplies contain Open Source Software, the Supplier shall provide the Customer with the following as at Order Confirmation at the latest: the source code of the applicable Open Source Software, if the applicable Open Source Terms require disclosure of such source code; a list of all Open Source files used, indicating the applicable license and containing a

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copy of the full text of such license; and a written statement that neither Supplier's nor Customer's products shall be subject to the Copyleft Effect as a result of the intended use of the Open Source Software. Should the Supplier disclose to the Customer that its supply contains Open Source Software or the Customer become aware of such information after Order Confirmation, the Customer shall be entitled to cancel the order within 14 days of receipt and confirmation of such information, without prejudice to any claim for damages.

3. The Supplier hereby grants the Customer the following non-exclusive, transferable, worldwide and perpetual rights to:

- a) use of Supplies, their integration into other products and their global distribution,
- b) grant a sub-license to use or permit third parties to use the Application Software and related documentation in connection with the installation, commissioning, testing and operation of the Application Software,
- c) grant sub-licenses of use rights also to persons controlling the Customer or controlled by the Customer or other persons in the Yunex group,
- d) use of the Application Software for integration into other products,
- e) distribute, make a copy (All backup copies are subject to these license terms. All names, trademarks, copyright notices (©, ®) and user rights restriction notices shall be reproduced on such copies), sell, lend, rent, make available for download, or make available to the public, e.g. for application services or otherwise, and copy the Application Software to the extent necessary, provided always that the number of licenses in use at any one time shall not exceed the number of licenses purchased,
- f) in addition to the rights granted above, the persons referred to in paragraph c) may to authorize end-users to grant licenses to use the Application Software.

4. All sub-licenses granted by the Customer shall include appropriate protection of the intellectual property rights owned by the Supplier. All sub-licenses shall contain contractual provisions used by the Customer to protect its own intellectual property rights.

5. The Supplier declares that it is entitled to grant the aforementioned rights to the Application Software, in particular it has settled all necessary third-party copyrights.

VIII. Compensation of Damage

The total scope of the Customer's obligation to compensate the Supplier for injury to property (damage) incurred by the Supplier in connection with the performance of the Contract or breach of

law is limited to 10 % of the total Contract price (excluding VAT) for all occurrences of damage in their totality. Only actual damages shall be compensated; lost profits and other types of damages shall not be compensated. Damages shall be compensated preferably in money. Any contractual fines or other penalties paid by the Customer to the Supplier shall be set off against the full amount of the damages. The above agreed limitation shall not apply to compensation for damage caused by intent or gross negligence or to compensation for damage caused to a person's natural rights. The limitation period for claiming damages shall be 1 year.

IX. Withdrawal

1. The parties may only withdraw from the Contract in cases of material breach of the Contract or in cases expressly provided for in the Contract or these Terms or in cases expressly provided for in law. Withdrawal shall be effective on the date of delivery of written notice of withdrawal to the other party.

2. Deemed material breach of the Contract is:

- a) the Supplier's delay of more than 20 days in delivering the Supply. In the event of delay, the Customer shall inform the Supplier whether it insists on delivery. If the Customer insists on the delivery, it may withdraw from the Contract only after the expiry of the time limit set for rectification,
- b) delay by the Customer in paying the invoiced amount for more than 90 days,
- c) breach of the obligations set out in Article XI. of these Terms.

3. A party is also entitled to withdraw from the Contract with effect from the date of delivery of the declaration of intent containing the withdrawal to the other party if:

- a) a bankruptcy order has been issued by the competent insolvency court in respect of the other party,
- b) the insolvency petition has been dismissed by the competent insolvency court for lack of assets of the other party,
- c) the other party has suspended payments,
- d) a petition for a bankruptcy order has been filed by the other party with the insolvency court in respect of that other party,
- e) enforcement or execution has been unsuccessfully held against the property of the other party,
- f) the other party has become an unreliable taxpayer within the meaning of the VAT act.

4. The parties are also entitled to withdraw from the Contract if force majeure prevents the delivery of the Supply for more than 3 months.

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5. The Customer is also entitled to withdraw from the Contract if the Supplier is in default of its obligations to the Customer under another contract for more than 30 days.

6. The Customer is also entitled to withdraw from the Contract if it undertakes to pay the Supplier the price of the Supplies already delivered and in progress on the effective date of withdrawal. In such a case, the Supplier shall be obliged to hand over the Supplies to the Customer.

X. Confidentiality, Data Protection

1. "Confidential Information" means any information, data, information or communication marked as "confidential" or similarly described by the party providing the information, and in particular any commercial or technical information and data communicated by one of the parties to the other which relates to the purpose for which the contractual relationship in question is concluded, in any medium, whether on paper or electronically. If data or information of a confidential nature is communicated orally, the receiving party must be notified of this fact at the time of the oral communication and the confidentiality must subsequently be confirmed by the disclosing party in writing within 3 days of the communication.

(2) Neither party shall be entitled to disclose to a third party Confidential Information, or to make Confidential Information available to a third party in any way, even in part, without the prior written consent of the other party. The parties shall be entitled to use the documents, data and information received in connection with the Confidential Information only for the purpose specified in the contractual relationship. The Supplier is obliged to take such measures to ensure that Confidential Information is not disclosed to any third party, including the use of anti-malware protection, the use of only legal software and compliance with network security. It is not a breach of the duty of confidentiality to provide information in the performance of a legal obligation or to provide information to a court or arbitration tribunal in the exercise of any claims or rights under the contractual relationship or to provide information, documents and data to persons who form a holding company with the contractual party, to consultants and other persons involved in the performance of the contractual relationship or activities related to the contractual relationship who are under a statutory or contractual duty of confidentiality, and neither party shall be entitled to exempt such persons from the duty of confidentiality in any connection with the contractual relationship. The parties undertake to ensure that such persons are made aware of the duty of confidentiality and are

bound by it to the same extent as the parties. The duty of confidentiality shall not apply to:

- a) information that is publicly known at the time the contractual relationship is entered into or that is subsequently disclosed through no breach of confidentiality by the party,
- b) information which a party is required to disclose by law or by a decision of a public authority empowered by law to do so,
- c) information which is demonstrably already available to the party at the date of the conclusion of the contractual relationship,
- d) information which is or will be disclosed to the party by a third party without any claim of restriction on its use or confidentiality.

3. The duty of confidentiality shall survive the termination of the contractual relationship. In the event of a breach of the obligations under this Article, the party in breach shall be obliged to pay a contractual penalty of CZK 100,000 for each such breach. The claim of the injured party for damages in excess of the contractual penalty shall not be affected by the contractual penalty.

4. The Supplier grants consent to the Customer to process, collect and store the Supplier's personal data specified in the Contract or provided to the Customer for the purpose of the Contract. Such personal data shall be processed and stored by the Customer in the Customer's internal register for record-keeping purposes and for the performance of its contractual obligations.

5. The Supplier grants its consent in accordance with the preceding paragraph for the duration of this contractual relationship, and for a further period of five (5) years from its completion.

XI. Supplier's Conduct

1. The Supplier undertakes to comply with, inter alia, anti-corruption, competition, anti-money laundering and other criminal or administrative legislation, as well as other principles and requirements contained in the "Yunex Code of Conduct for Suppliers and Third Party Intermediaries" as set out in Exhibit 1 to these Terms.

2. In particular, the Supplier undertakes not to tolerate or engage in any form of corruption or bribery, including zero tolerance of any unlawful offer of payments or similar benefits to public officials (persons serving in public authorities or other entities controlled by public authorities) for the purpose of influencing the official discharge of their office or securing an undue advantage in connection with the business of the party. In addition, the Supplier

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undertakes in particular not to tolerate child labor and non-compliance with environmental requirements.

3. At the Customer's request, the Supplier shall provide the Customer, at its discretion, no more than once a year, with either a) written information on the Customer's form, or b) a written report, agreed by the Customer, describing the measures the Seller has taken or is about to take to ensure compliance with the requirements contained in the Yunex Code of Conduct for Suppliers and Third Party Intermediaries.

4. The Customer and/or a third party authorized by the Customer and accepted by the Supplier shall be entitled to verify the Supplier's compliance with the obligations contained in the Yunex Code of Conduct for Suppliers and Third Party Intermediaries, including on the Supplier's premises. The inspection may only be carried out upon prior written notice from the Customer during normal working hours and in accordance with the applicable data protection regulations. Such inspection must not unduly restrict the Supplier's business activities or undermine the Supplier's contractual duties of confidentiality towards third parties. The Supplier undertakes to provide reasonable cooperation during the inspection. Each party shall bear its own costs incurred in connection with this inspection.

5. The Supplier undertakes not to allow the performance of illegal work within the meaning of special legislation, both directly for the Supplier and, where applicable, for its subcontractors. The Supplier undertakes, at the Customer's request, to provide the Customer with documents proving that persons performing work for the Supplier or its subcontractors are not working illegally within the meaning of special legislation.

6. The Supplier is obliged to report to the Customer without undue delay any security incidents within the meaning of ISO 27001.

XII. Supplier Occupational Health and Safety, Fire Protection, Environment Requirements

1. The following principles are prepared in accordance with legislation and are intended for the instruction of persons carrying out work on the Customer's sites. Their purpose is to ensure occupational health and safety and environmental protection, in particular the correct handling of waste and hazardous chemicals, and to inform about the management systems in place at the Customer.

2. The Supplier shall comply with all health and safety legislation and shall use its best endeavors to take measures to:

a) prevent risks, eliminate risks, or minimize the exposure to irreversible risks to the health and safety

of personnel employed by the Supplier and the Supplier's direct or indirect subcontractors performing the Work (the "Personnel"); and
b) to ensure that no person lawfully on the site, including the Personnel, Customer's personnel, staff and visitors, suffers any harm.

3. Prior to commencing execution of the Work, the Supplier shall provide the Customer with a written risk assessment that:

a) discusses any potential risks to the health and safety of Personnel arising from the Work; and
b) identifies measures to eliminate such risks, and accept the risk assessment from the Customer.

4. The Supplier is obliged to ensure that all its Personnel are professionally and medically qualified to carry out the Work (and to provide proof of such qualification at the Customer's request), attend site-specific safety training and receive appropriate personal protective equipment before commencing work on site. The Supplier shall ensure that the Personnel use the personal protective equipment in an appropriate manner and that such equipment is maintained in good and serviceable condition at all times.

5. The Customer reserves the right, at its sole discretion, to exclude any Personnel from the site and/or suspend the execution of the Work for health, safety and security reasons at any time without any liability.

6. The Supplier shall appoint a responsible person as its representative for environmental, health and safety matters (the "Supplier's EHS Representative") and shall ensure that the Supplier's EHS Representative attends safety meetings held by the Customer. The Supplier shall also appoint a coordinating person in accordance with Section 101(3), second sentence, of the Labor Code.

7. The Supplier is obliged to regularly monitor compliance with legal and contractual health and safety provisions by carrying out on-site safety inspections. Well in advance of the safety inspection, the Supplier shall invite the Customer to attend the inspection and allow the Customer to check the above compliance directly without prior notice (Spot Checks + Toolbox Talks) and shall make every effort to take part in these checks. In the event that non-compliance with the health and safety provisions is found by the Supplier, the Supplier shall ensure remedy without undue delay and inform Siemens of the findings and the status of corrective actions taken.

8. At the Customer's request, the Supplier shall promptly grant the Customer access to all documents relating to health and safety issues associated with the Work.

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9. In the event of an incident leading to:

- a) death or serious bodily injury causing immediate danger to the life or permanent health damage of any Personnel, the Supplier shall inform the Customer immediately,
- b) other accidents of any Personnel, the Supplier shall inform the Customer within one business day.

Furthermore, the Supplier is obliged without undue delay to:

- 1) clarify the causes and circumstances of the accident,
- 2) determine appropriate measures to prevent similar incidents in the future,
- 3) define time limits for the implementation of such measures; and
- 4) provide the Customer with a written report containing sufficient details of the cause, the measures established and the time limits set. The Supplier shall cooperate fully within any further investigation by the Customer, including the provision of information, witnesses and documents to clarify the causes and circumstances of the accident.

10. If the Customer creates a health and safety document (the "EHS Plan") for the site in question, the Customer shall provide the Supplier with a copy of the EHS Plan. The Supplier shall acknowledge receipt of the EHS Plan in writing and comply with the regulations contained therein. The same shall apply to any updates to the EHS Plan made by the Customer at its discretion. The Supplier shall ensure compliance with the EHS Plan and its updates by its direct and indirect subcontractors used for the execution of the Work. The Supplier shall produce its own EHS Plan and submit it to the Customer for approval before commencing the Work.

11. In addition to any other rights of the Customer, in the event of a material or repeated breach by the Supplier of the provisions of the health and safety laws or the Contract, including the provisions of this Article and the provisions of both the Customer's EHS Plan and the Supplier's EHS Plan, the Customer may terminate the Contract, without any liability whatsoever, after giving the Supplier a reasonable period of time to remedy the breach.

12. The Supplier shall be responsible for its employees and shall ensure all of them have a valid work and residence permit for the Czech Republic.

13. Should the Supplier deliver products that are subject to substance restrictions and/or information requirements imposed by legislation (e.g. REACH, RoHS), the Supplier shall declare such substances in the BOMcheck online database (www.BOMcheck.net) or in a reasonable format provided by the Customer no later than the first delivery of the products, in

relation to the regulations in force at the Supplier's or Customer's registered office or at the designated place of delivery requested by the Customer.

14. If the use of hazardous chemicals and preparations is necessary for the performance of the agreed work, the Supplier is required to provide the Customer with a list of such chemicals and substances and safety data sheets, and their use must be approved by the Customer's EMS specialist, and demonstrate emergency preparedness.

15. Should the Supply contain goods classified as dangerous under international regulations, the Supplier shall inform the Customer in the manner agreed between the Supplier and the Customer, but in any case no later than the date of Order Confirmation.

16. Hazardous chemicals and chemical preparations brought in or brought out by the Supplier that have not been consumed on the same business day shall be removed by the Supplier at the end of the business day from the Customer's premises or stored in a designated place until consumed.

17. The Supplier is obliged to take away empty uncleaned packaging from hazardous chemicals and chemical preparations on the day of their consumption.

18. The Supplier, whose operations on the Customer's premises have generated waste, is the originator of this waste and is obliged to ensure its disposal at its own expense.

19. The Customer shall be entitled to audit the Supplier's quality assurance and occupational health and safety system. Article XI. par. 4 of these Terms shall apply *mutatis mutandis*.

20. The Supplier undertakes to pay the Customer a contractual penalty of CZK 50,000 for each serious breach of the obligations under Article XII. of these Terms or CZK 25,000 for each case of other breaches of the obligations under Article XII. of these Terms, as specified in the EHS Sanction Rules, annexed as Exhibit 2 hereto.

XIII. Export Control Provisions

1. The Customer shall not be obliged to perform the Contract if such performance is prevented by any obstacles arising from national or international regulations in the field of international trade regulations or customs, or by embargoes or other sanctions.

2. The Supplier is obliged to comply with all applicable provisions of the relevant legislation

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relating to export and import, customs and foreign trade regulations (the “Foreign Trade Regulations”) in relation to the products and services supplied. The Supplier is obliged to obtain the necessary export licenses in accordance with applicable Foreign Trade Regulations. The Supplier specifically represents and warrants that none of its products or services provided contain prohibited products or services under the Foreign Trade Regulations applicable to the Customer (including but not limited to Council Regulations (EU) 833/2014, 692/2014, 2022/263 or 765/2006 as well as the U.S. Export Administration Regulations (15 C.F.R. Part 730-774), and import regulations enforced by U.S. Customs and Border Protection).

3. The Supplier is obliged to provide the Customer in writing promptly, but no later than the specified performance date, with all data and information necessary to enable the Customer to comply with all applicable provisions of Foreign Trade Regulations possibly applicable to the export, import or (in the case of resale) re-export of the relevant products or services. In any event, for each product or service, the Supplier shall provide the Customer with:

- a) “Export Control Classification Number” in accordance with the “U.S. Commerce Control List” (ECCN) if the goods are subject to the “U.S. Export Administration Regulations”,
- b) all applicable export list numbers,
- c) the statistical commodity code according to the current commodity classification in the foreign trade statistics and HS (Harmonised System) classification,
- d) details of the country of origin (in the case of non-preferential origin) and, at the request of the Customer, documents proving non-preferential origin,
- e) the Supplier’s declaration of the preferential origin of the goods and, at the request of the Customer, documents as required by the relevant preferential law proving preferential origin (the “Export Control and Foreign Trade Data”).

4. In the event of any changes in the origin or characteristics of the products or services, or changes in the applicable provisions of Foreign Trade Regulations, the Supplier is obliged to update the Export Control and Foreign Trade Data without delay, but no later than the specified performance date. The Supplier undertakes to reimburse the Customer for any costs or other damages incurred as a result of a breach of this Article XIII.

5. The Supplier undertakes to obtain the necessary organizational instructions and take measures, in particular to ensure the security of business premises, packaging, transport, business partners, employees and information, to guarantee the security of the supply chain according to the requirements of the internationally recognized initiative under the World Customs Organization’s SAFE Framework of

Standards (e.g. Authorized Economic Operator AEO, Customs – Trade Partnership Against Terrorism C-TPAT). The Supplier shall secure goods or services intended for the Customer or a third party authorized by the Customer against unauthorized access or tampering. The Supplier shall authorize only trustworthy persons to handle the goods or services and shall oblige its subcontractors to take appropriate security measures. In addition to any other rights and remedies to which the Customer may be entitled, the Customer may withdraw from this Contract or any purchase order issued pursuant to it in the event of a breach of these obligations by the Supplier. In the event that such breach by the Supplier can be remedied, the Customer shall only be entitled to withdraw from this Contract if the breach has not been remedied by the Supplier even within an additional reasonable period of time granted by the Customer.

XIV. Cybersecurity

1. The Supplier shall take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of the Supplier’s operations as well as its products and services. These measures shall conform to good industry practice and include an appropriate Information Security Management System consistent with standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable).

2. Supplier operations mean all assets, processes and systems (including information systems), data (including Customer data), Personnel and sites used or processed by the Supplier from time to time for the purpose of performing the Contract.

3. If the products or services include software, firmware, or chipsets:

- a) the Supplier shall implement appropriate standards, processes and methods to prevent, identify, evaluate and correct any vulnerabilities, malicious codes and security incidents in products and services consistent with good industry practice and ISO/IEC 27001 or IEC 62443 (to the extent applicable),
- b) the Supplier shall continue to support and provide repair, upgrade, enhancement and maintenance for the products and services, including the provision of patches to the Customer to correct vulnerabilities, for the reasonable life cycle of the products and services,
- c) the Supplier shall provide the Customer with a list of materials identifying third party software components contained in the Products. The third party software shall be up-to-date as of the date of delivery to the Customer,
- d) the Supplier grants the Customer the right, without no obligation of the latter to exercise it, to test or have the products tested for malicious code or security vulnerabilities at any time and to adequately support

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Customer in doing so.

e) the Supplier shall provide the Customer with contact details for all information security matters (available during business hours).

4. The Supplier shall immediately notify the Customer of all relevant information security incidents that occur or are suspected and of vulnerabilities discovered in any of the Supplier's operations, products or services if and to the extent that the Customer has been or is likely to be materially affected.

5. The Supplier shall take appropriate measures to ensure that its subcontractors and suppliers are bound within a reasonable period of time by obligations similar to those contained in this clause.

6. Upon Customer's request, the Supplier shall provide written proof of compliance with these provisions, including generally acceptable auditor's reports (e.g., SSAE-16 SOC 2 Type II).

XV. Final Provisions

1. If any provision of the Contract or these Terms is or becomes invalid, unenforceable, void, apparent or ineffective, the validity, enforceability or effectiveness of the remaining provisions of the Contract or these Terms shall not be prejudiced. In such a case, the parties shall use their best efforts to enter into an amendment to the Contract replacing the invalid, unenforceable or ineffective provision in question with a new provision that best serves the purpose originally sought. The right to claim the cancellation of an obligation within the meaning of Article 2000 of the Civil Code is excluded.

2. For the purposes of these Terms, a written form means a document executed either a) in printed (paper) form and bearing a handwritten signature or an advanced/recognized/qualified electronic signature or electronic mark or b) in electronic form and bearing an advanced/recognized/qualified electronic signature or electronic mark.

3. A document shall be deemed to have been delivered on the 3rd business day after dispatch to the other party at the address of the party specified in the Contract in the case of a paper form either 1) by registered post or courier service or by any other means which allows for the transmission of a confirmation of delivery back to the sender, or 2) by fax to the fax number of the party specified in the Contract with a confirmation of delivery, or in the case of an electronic form by electronic mail to the relevant address of the party, even if the addressee has not received the document.

4. The Contract and any disputes or claims arising under or in connection with the performance of the

Contract (including non-contractual disputes or claims) shall be governed by and construed in accordance with the substantive law of the Czech Republic. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

5. Sections 558(2), 1726, 1728, 1729, 1740(3), 1744, 1751(2), 1757(2) and (3), 1765, 1798 to 1800, 1950 and 2112 of the Civil Code shall not apply. The parties expressly acknowledge they enter into this Contract as entrepreneurs in the course of their business. Neither party is in the position of the weaker party.

6. All disputes arising out of or in connection with the Contract, including any question of termination or subsequent modification of the Contract, shall be finally determined by the general courts of the Czech Republic. It is understood that the court of competent jurisdiction shall be the general court of the Customer.

7. These Terms, together with the document to which they are annexed and the Exhibits hereto, constitute the entire agreement and supersede any prior written or oral negotiations, proposals or agreements relating to this contractual relationship. The parties acknowledge that, beyond the scope of this Contract, no rights or obligations may be inferred from past or future practices established between the parties or from commercial practices generally or in the industry relating to the subject-matter of this Contract.

8. The Customer is entitled to assign the Contract to a third party.

9. The Contract may be amended and supplemented only by written numbered amendments signed by all parties. The Contract or any amendment thereto shall not be negotiated until the parties have agreed in full on all the particulars by written expression of intent (in the case of an order, this must be a confirmation of the order in its entirety without any deviation).

10. The Customer is entitled to amend these Terms in accordance with Section 1752(1) of the Civil Code. The amendment shall take effect 10 days after its delivery to the Supplier in accordance with Article XV, par. 1 of these Terms. The Supplier shall be entitled to reject the amendments to these Terms within 10 days of the date of delivery of the notice of amendment and to terminate these Terms at most with 30 days' notice.

Exhibits:

Exhibit 1 – Yunex Code of Conduct for Suppliers and Third Party Intermediaries

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Exhibit 2 – EHS Sanction Rules

Exhibit 3 – Specific Conditions for Execution of Work

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Exhibit 3 – Specific Conditions for Execution of Work**I. Recitals**

1. The Work shall be executed in the quality specified in the Contract and the quality of the Work so executed shall be in accordance with the requirements set out in the quality plan and inspection plan prepared for the relevant Contract.

2. The Supplier shall ensure that the design, construction, purpose and technique of Work execution conform to the latest state of science and art and only suitable, new, unused and first-class materials are to be used, and that the Work is fit for the required purpose.

3. Extra work or changes to the scope of the Work required by the Customer must be mutually agreed, recorded in the construction log and signed by representatives of all parties. This record shall be the basis for the preparation of a change order including an adjustment to the price of the Work (or an amendment to the Contract for Work).

4. The Supplier shall be obliged, at the Customer's request and on the basis of the change order, to carry out changes and extra works that are appropriate to the scope of the Contract, as well as changes and extra works that are necessary in view of changes in legal regulations and standards that were not in force at the date of the Contract. The circumstances under which such changes and extra works are to be carried out, including their effect on the agreed delivery dates and prices, shall be mutually agreed in a change order or Contract amendment.

5. The change order shall be prepared by the Supplier on the basis of an entry in the construction log and submitted to the Customer for approval. The change order shall be binding for the parties only if approved in writing by the Customer and the Supplier shall carry out the required changes or additional works.

6. The Supplier is obliged to notify the Customer in writing in the form of an entry in the construction diary when the Work will be ready for handover, but at least 7 days before the proposed handover date.

7. The Supplier shall prepare and submit to the Customer, at least 7 days before the proposed Work handover date, a plan of comprehensive and individual tests to demonstrate compliance of the properties of the Work to be handed with the standard properties and the range of functions according to the project.

8. If the Customer so requests, the Supplier shall allow the Customer to dispose of or use the Work or

parts thereof prior to acceptance. The details shall be agreed in writing by the parties.

9. A handover report shall be drawn up between the Customer and the Supplier using the Customer's template.

10. The Supplier is obliged to submit the following documents for handover:

- a) lists of machines and equipment that are the object of the Supply, their certificates, declarations of conformity, test reports,
- b) operating and maintenance manuals,
- c) as built documentation,
- d) records and certificates of tests carried out,
- e) records of the condition of the covered structures and works,
- f) construction log,
- g) inspection reports in accordance with the relevant CSN
- h) other agreed documents.

II. Site

1. The Customer shall hand over the site to the Supplier, i.e. the area defined in the construction project for the execution of the Work and for the construction site equipment within the scope of the Work, no later than on the day of commencement of the execution of the Work.

2. A site handover protocol shall be drawn up between the parties specifying the extent of the site to be handed over and the specific obligations of the parties, including environmental obligations.

3. The Supplier undertakes to treat waste in accordance with Act No. 185/2001 Coll., waste act, as amended. In particular, the Supplier shall undertake to prevent the production of waste and shall ascertain whether the person to whom it is handing over the waste is authorized to collect it under this act. If such person fails to provide proof of authorization to collect waste, no waste shall be handed over to such person by the Supplier. Dilution or mixing of waste to meet the criteria for acceptance at a landfill and mixing of non-hazardous waste with each other or with other waste is prohibited.

4. The Supplier, as a waste originator, is obliged to:

- a) classify waste according to types and categories in accordance with the relevant legislation,
- b) collect waste sorted by type and category,
- c) secure the waste against unwanted degradation, theft or leakage,
- d) keep an ongoing record of waste and its management.

5. The Supplier is responsible for waste management until the waste is recovered or disposed of, if it is

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handled by the Supplier as an authorized person, or until it is transferred to a person authorized to take possession of it under the waste act.

6. The Supplier shall be obliged to vacate the site within 10 days of handover and acceptance of the Work.

7. The Supplier who has taken over the site is responsible for occupational safety on the site. Entry and performance of work by other persons is only possible with the consent and under the conditions specified by the Supplier.

8. The Supplier shall notify welding operations by means of an entry in the construction log and obtain welding permit. The Supplier shall notify the Customer (outside normal working hours the building security) of the completion of welding, provided that subsequent fire safety supervision must be ensured.

9. The performance of the above obligations by the Customer shall be without prejudice to the Supplier's responsibility for proper safety precautions arising from the nature of the work.

III. Construction Log

1. The Supplier shall keep a construction log on the site in accordance with the provisions of Section 157 of Act No. 183/2006 Coll., the building act, as amended, and the implementing regulations, wherein it shall record in particular:

- a) all facts relevant to the performance of the Contract, such as the presence of personnel on the site, description of the work performed, handover and receipt of materials and tools, accidents on the site and details of the course of the accident and witnesses, discovered damage, special events such as force majeure, late delivery of materials and tools, defects in the necessary means of operation, missing work that should have been completed in advance, waiting times, etc.,
- b) a list of documents and official measures relating to the Work,
- c) a list of the documentation of the Work, amendments and additions to the project, a list of tests of all kinds.

2. The construction log shall be available in 3 identical counterparts (original and 2 separable copies). No blank spaces are allowed in daily entries.

3. The construction log must be permanently accessible during working hours on site. The Supplier shall provide the Customer with a copy of the log entries at least once a week. The Supplier shall store the other copy separately from the original so that it is available in the event of loss or destruction of the original.

4. The obligation to keep the construction log shall cease upon handover and acceptance of the Work.

5. The Customer is entitled to monitor the contents of the construction log and make any notes (approval, objections, solutions, etc.) to the entries.

6. If the Supplier disagrees with the Customer's notes, it is entitled to add its comments to the notes within 3 days; comments made after this period shall not be taken into account. The Customer shall have the same rights and obligations.

7. Persons authorized by the Customer and the Supplier may agree on changes to the works and materials used by way of appropriate entries in the construction log only insofar as such changes are not a significant deviation from the basic project parameters. Significant deviations from the basic project parameters shall be signed off on by the parties in an amendment to the Contract for Work.

IV. Occupational Safety and Health

1. The Supplier shall comply with all health and safety legislation and shall use its best endeavors:

- a) to eliminate risks to the health and safety of personnel employed by the Supplier and the Supplier's direct or indirect subcontractors on the Work (the "Personnel"); and
- b) to ensure that no persons that are lawfully present on the site, including Personnel, the Customer's personnel and visitors, suffer any harm.

2. Prior to commencing the execution of the Work, the Supplier shall provide the Customer with a written risk assessment which:

- a) discusses any potential hazards to the health and safety of Personnel arising from the Work and
- b) identifies measures to eliminate such risks.

3. The Supplier shall ensure that all Personnel attend site-specific safety training and receive appropriate personal protective equipment before commencing work on site. The Supplier shall ensure that Personnel use personal protective equipment in an appropriate manner and that such equipment is maintained in good and serviceable condition at all times.

4. The Customer reserves the right, at its sole discretion, to exclude any Personnel from the Site and/or suspend the execution of the Work for health, safety and security reasons at any time without incurring any liability therefor.

5. The Supplier shall appoint a responsible person as its representative for environmental, health and safety matters (the "Supplier's EHS Representative") and shall ensure that the Supplier's EHS

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Representative attends safety meetings held by the Customer.

6. The Supplier is obliged to regularly monitor compliance with legal and contractual health and safety provisions by carrying out on-site safety inspections. Well in advance of the safety inspection, the Supplier shall invite the Customer to attend the inspection. In the event that the Supplier discovers non-compliance with the health and safety provisions, the Supplier shall remedy the situation without undue delay and inform the Customer of the findings and the status of corrective actions taken.

7. At the Customer's request, the Supplier shall immediately give the Customer access to all documents relating to health and safety issues associated with the Work.

8. In the event of an incident leading:

- a) to the death of any Personnel or
- b) a serious accident causing more than one day's incapacity of any Personnel; or
- c) resulting in more than three Personnel being taken to hospital, the Supplier shall immediately inform the Customer and shall be obliged, without undue delay, to:
 - 1) conduct a root cause analysis of the incident,
 - 2) determine appropriate measures to avoid similar incidents in the future,
 - 3) define time limits for the implementation of such measures and
 - 4) provide the Customer with a written report containing sufficient details of the root cause, the measures identified and the time limits set. The Supplier shall assist during any further investigation conducted by the Customer.

9. In the event that the Customer drafts a health and safety document (the "EHS Plan") for the site in question, the Customer shall provide the Supplier with a copy of the EHS Plan. The Supplier shall acknowledge receipt of the EHS Plan in writing and comply with the regulations contained therein. The same shall apply to any updates to the EHS Plan made by the Customer at its discretion. The Supplier shall ensure compliance with the EHS Plan and its updates by its direct and indirect subcontractors used for the execution of the Work.

10. In addition to any other rights of the Customer, in the event of a material or repeated breach by the Supplier of the provisions of health and safety legislation or contractual provisions, including the provisions of this Article and the provisions of the EHS Plan, the Customer may terminate the Contract, without any liability or claim on the part of the Supplier, after giving the Supplier a reasonable period of time to remedy the breach.

V. Authorized Persons

1. The persons specified below shall be entered as authorized persons in the construction log.

2. The Supplier shall appoint a technician as the main construction manager for Work management, who shall be authorized to represent the Supplier in operational matters, to keep the construction log, to report the works and sign off on them with the Customer's supervisor and to agree on the status of any defects to be rectified and changes to the deadlines for their rectification and to take action to rectify and settle any disagreements.

3. The Customer shall appoint a person authorized to carry out inspections and liaise with the Supplier's employees:

- a) to monitor whether the works are being carried out in accordance with the project, the agreed conditions, technical standards and in accordance with the decisions of the public authorities, and record any deficiencies found during the execution of the works in the construction log (without limiting the liability of the Supplier),
- b) to coordinate the Supplier's operations with other suppliers working on the site and to address problems on-the-fly that arise during the execution of the Work between the Supplier and the Customer and other Suppliers,
- c) represent, except in contractual negotiations, the Customer in negotiations with the Supplier, the designer, the building office and other authorities and organizations whose rights and interests are affected by the construction,
- d) to order the Supplier's employees or its subcontractors to suspend works if the safety of the construction being carried out, the life or health of workers on the construction site, or other serious economic or environmental damage is jeopardized. He shall notify the Supplier's responsible officer of such measure,
- e) to verify and accept, by means of an entry in the construction log, works and supplies that shall be covered up or become inaccessible in the subsequent work stage,
- f) to verify the extent of the works and Supplies carried out by the Supplier,
- g) to require the replacement of the Supplier's Personnel and give them instructions,
- h) to inspect, within the deadlines specified in the record of acceptance of the Work, the rectification of defects and deficiencies found on acceptance of the Work.

VI. Covering of Structures

1. The Supplier shall notify, at least 5 days in advance, the covering of structures or work that shall remain covered or become inaccessible due to further construction by making an entry in the construction log.

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In the event of failure to comply with this obligation, the Customer shall be entitled to require that the structures in question be uncovered at the Supplier's expense.

2. If the Customer fails to appear to inspect the covered works, structures or technological parts of the Work, the Supplier is entitled to cover the part of the Work in question. In the event that the Supplier is obliged to uncover the covered part of the Work at the Customer's request at a later date, the costs incurred thereby shall be borne by the Customer. The Customer shall not bear such costs if the covered Work, structures or technological parts of the Work are found defective or are noncompliant with project documents.

VII. Warranty

1. The warranty period for the executed construction work is 72 months and commences on the next day after acceptance by the Customer of the construction part of the Work.

2. The warranty period for technological part of the Work is 48 months and commences on the next day after acceptance by the Customer of technological part of Work.

3. The warranty period relating to the delivery of machinery and devices for technological part of the Work is 36 months and commences on the next day after commissioning or acceptance by the Customer of the Work.