

## 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 services (the “Customer”) and the supplier of the services (the “Supplier”), regardless of the specific type of Contract agreed between them. The specification of the services provided (the “Supply” or the “Service”) 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. ***The Supplier expressly confirms it has read, understood and agrees to Article III. par. 4 and par. 5, Article V. par. 3, 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 Supply. 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 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 31<sup>st</sup> and 45<sup>th</sup> 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 15<sup>th</sup> and 30<sup>th</sup> 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, 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.

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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 by written confirmation.
2. 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 Client to continue performance.
3. 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.
4. If there is a risk of Supplier's delay, the same must promptly inform the Customer and ask for instructions.
5. 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.

6. The place of performance is the location specified in the order.

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

8. 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 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.

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

**V. Further Conditions of Service Provision**

1. 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.
2. 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.
3. ***The Supplier assumes the risk of change in circumstances under Section 1764 to 1766 of the Civil Code.***

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**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 (passage) of risk of damage.***

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:

- a) fully or partially withdraw from the Contract,
- b) demand a discount, or
- c) 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 within 1 (one) month from Service provision.

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.

**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 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

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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.

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

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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 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.

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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 at the Customer's workplaces. 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 providing the Service (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 the provision of the Service, the Supplier shall provide the Customer with a written risk assessment that:

- a) discusses any potential hazards to the health and safety of Personnel arising from the Service; and
- b) identifies measures to eliminate such hazards, 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 render the Service (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 provision of the Service 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 the Customer 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 Service.

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.

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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 workplace 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 provision of the Service. The Supplier shall produce its own EHS Plan and submit it to the Customer for approval before Service provision.

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](http://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. 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 relating to export and import, customs and international 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

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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 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



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Yunex, s.r.o.

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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 3<sup>rd</sup> 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  
Exhibit 2 – EHS Sanction Rules