

TERMS OF SALE AND DELIVERY OF THE TRADING COMPANY **JEAN PAUL WHITECASTLE spol. s r.o., ID: 48041866.**

1. INTRODUCTORY PROVISIONS

These Terms and Conditions of Sale and Delivery (hereinafter referred to as the "T&C") issued by **JEAN PAUL WHITECASTLE spol. s r.o. (JPW)**, ID No.: 48041866, with registered office at Kaprova 42/14, Prague 1, Postal Code 110 00 as the exclusive reseller of the products of **INSTITUTE OF BLAST & IMPACT PROOF CONCRETE s.r.o. (IBIPC)**, ID No.: 05235642, with registered office at Jihlavská 2512/34, Žďár nad Sázavou 1, Žďár nad Sázavou, Postal Code 591 01, (hereinafter referred to as the "Seller") regulates the contractual relations between the Seller and its customers (hereinafter referred to as the "Buyer") arising from the supply of products and goods from the production plant of the concrete plant **Grygov** and the provision of related services.

The T&C forms an integral part of the purchase contracts for the purchase of goods and services (hereinafter referred to as the "Contract") and the Buyer accepts these terms and conditions and confirms its knowledge of them by placing an order or by a written contract. Deviations from the applicable PDPs may only be agreed in the context of a written contract. The provisions of Sections 1740(3) and 1757(2) and (3) of the German Commercial Code are excluded. All agreements between the Seller and the Buyer in connection with the delivery of the goods must be made in writing. Any agreements or declarations made by the parties prior to the conclusion of the Purchase Contract in the course of the negotiations for the conclusion of the Purchase Contract shall not be legally binding for the determination of the content of the Purchase Contract.

The Seller publishes the current version of the PDP on the website www.ibipc.com.

2. CONCLUSION OF THE PURCHASE CONTRACT

2.1. Legal relations between the Seller and the Buyer are based on partial purchase contracts, which are concluded in the form of written orders of the Buyer with their subsequent written acceptance by the Seller or a separate written purchase contract.

In the case of repeated purchases, the parties may conclude a framework purchase agreement. The contract is also concluded by taking delivery of the goods on the basis of the delivery note at the Seller's production site, after payment of the purchase price according to the current price list on the basis of an advance invoice.

2.2. Trade documents (catalogues, price lists, workbooks, etc.) and quotations of the Seller are informative, unless they are expressly declared binding. The representation and design of products and goods in the commercial documents, websites and advertising materials shall not be considered as samples or samples according to § 2096 of the German Civil Code. Goods in displays and advertising stands provide the best form of familiarisation with the product. However, the exact

colour shade cannot be guaranteed due to the use of natural materials. The colour shade and design of the product can only be maintained when goods are taken from a single production batch.

- 2.3. The quotation shall be issued from the Grygov production plant regardless of the address of delivery of the request. This determination shall then be binding for all communications concerning the execution of the contract. Unless otherwise specified, the quotation shall be limited in time to one month from the date of issue and may also be limited in terms of destination (e.g. a specific building) or scope (only for the purchase of a specified quantity of goods). The information contained in quotations shall be strictly confidential and the addressee shall be obliged to maintain confidentiality with regard to its content vis-à-vis third parties.
- 2.4. The order must include: i) the type, quantity, design and colour of the goods according to the current price list or reference to the Seller's valid price offer; ii) the proposed delivery date (if not specified, it means the nearest date according to the Seller's capacity); iii) the method of transport (own collection, handover for transport, including transport); iv) the delivery address and telephone number of the person authorized to take delivery; v) identification of the Buyer (including the name and surname of the person acting for the legal entity and its work. (vi) signature.

In the case of ordering custom-made goods, it is recommended to use sample order forms (e.g. order sheets) or advice from the Seller.

By a properly delivered order, the Buyer expresses an interest in concluding a purchase contract with the Seller and the order is therefore a proposal to conclude a purchase contract.

- 2.5. Order Confirmation. The conclusion of the Purchase Contract shall only take place upon written confirmation of the order by the Seller. If the order confirmation contains changes in the product specification (e.g. modified drawing) or delivery conditions (delivery date, transport, place of collection) compared to the order or the original offer, the Buyer is entitled to express its disagreement with the change within 24 hours of receipt of such confirmation. Upon the expiry of this period, the change shall be deemed to have been accepted.

After the conclusion of the purchase contract, further requests for changes to the subject of the contract are excluded and the Buyer is obliged to take delivery of the ordered goods, unless the parties agree otherwise. IBIPC security features are considered as custom-made goods that cannot be returned.

The contractual relationship arising from the order confirmation shall be governed exclusively by this PDP and the arrangements contained in the quotation to which the order refers. Additional conditions, reservations and proposed arrangements contained in the order or other printed materials of the Buyer (e.g. references to other terms and conditions, contractual penalties, different payment terms) that have not been expressly accepted in the order confirmation shall not be taken into account and shall not be binding on the Seller.

- 2.6. Detailed conditions of ordering and delivery of goods (e.g. minimum order quantity, minimum shipping quantity, consignment option, possibility of returning goods, etc.) in an addendum to the order/contract.
- 2.7. Any advice or assistance given by the Seller in relation to the purpose, design, use or operation of the Goods shall not be construed as express or implied representations or warranties of any kind and such information is accepted by the Buyer at its own risk and without incurring any obligation or liability to the Seller. It shall be the sole responsibility of the Buyer to determine the suitability of the

goods for use in any given construction. Seller's failure to make a recommendation shall not create any liability to Buyer.

3. SUBJECT MATTER OF THE CONTRACT

- 3.1. The assortment, type of packaging and design of the products and accessories supplied with them are specified in the current price list, workbook or written quotations of the Seller. Specifications, tolerances, performance, installation and maintenance instructions are given on the Seller's website.
- 3.2. The products are manufactured and delivered in quality in accordance with the applicable CSN/ČSN EN standards and in accordance with the requirements for demonstrating conformity with the technical requirements for products. In the event of extended requirements for the design, parameters or testing of the products beyond those specified in the preceding sentence, the Buyer shall be obliged to submit such extended requirements to the Seller as part of the tender procedure (e.g. the complete ZTKP of the above-mentioned construction). The Seller shall prepare a quotation for these requirements taking into account these extended requirements and the Buyer shall confirm within the Purchase Order that the quotation complies with the extended requirements. If the extended requirements for the products are not applied by the Buyer in the manner described above, the subject of the purchase shall be goods with standard parameters according to the Seller's technical documents and the Buyer shall be obliged to take delivery of such goods.
- 3.3. The Seller and/or its subcontractors shall issue either a declaration of conformity for the delivered goods in accordance with the requirements of Act No. 22/1997 Coll., on technical requirements for products and on amendment and supplementation of certain acts, as amended, supplemented by Government Regulation No. 163/2002 Coll., as amended, or a declaration of performance in accordance with the requirements of Regulation (EU) 305/2011 of the European Parliament and of the Council. The goods are subject to testing by the manufacturer in accordance with the approved inspection and testing plan and, in specified cases, by an authorised person No. 204 of TZÚS Praha, s.p. The Seller and/or its subcontractors operate a quality management system in accordance with ČSN EN ISO 9001, ISO 14001 as well as a system in accordance with ISO 45001 and ISO 50001.
- 3.4. The range also includes goods from other manufacturers, which may have different sales conditions (e.g. bonuses, guarantees, etc.). For technical or capacity reasons, the Seller reserves the right to supply the Buyer with goods from another manufacturer.
- 3.5. When selling handling equipment, the Buyer confirms by ordering and collecting it that it is familiar with the technological procedures for their use and that it undertakes to follow these procedures and to comply with the instructions of the manufacturer of handling equipment for their use, registration, control and disposal.

4. PRICE OF PRODUCTS

- 4.1. The Seller sells the goods at the contractual prices according to the price offer or according to the price list valid at the time of the order, from which the Buyer may provide a volume discount. When granting a volume discount, the Seller may already state the purchase price after the discount in the price offer or in the purchase contract. The Seller's price lists are available to the Buyer on the website www.ipibc.com or will be sent to the Buyer by e-mail. The Seller reserves the right to update the price list of products and goods at any time; changes shall take effect 14 calendar days after publication, unless otherwise specified. For orders with delivery to the Buyer's or its business partner's warehouse, the Seller reserves the right to determine the date by which the goods with the

original list price must be shipped out of the factory. After this deadline, the new list prices will be applied to deliveries, unless expressly agreed otherwise. In the case of individual custom production, the Seller shall communicate the price to the Buyer on the basis of the technical documents provided by the Buyer, unless the Seller's price list contains it.

- 4.2. The prices quoted in the price list or in the offer are EXW prices of the Grygov production plant unless otherwise agreed and are exclusive of the statutory VAT rate. The price includes the cost of standard packaging (strapping, PE film overlay, palletised goods) and loading onto the transport vehicle. The transport of the goods; the price of the pallets on which the goods are loaded; the price of the loading material required for the safe transport of the goods are quoted separately according to the quotation or the valid price list. If there is a demonstrable material change in the price of input or assembly materials (e.g. polystyrene, iron, liners, etc.) of more than 5% between the conclusion of the contract and the execution of the order, the Seller shall be entitled to reflect such changes in the price of the products by an additional price increase of an adequate amount, i.e. the amount to be written into the list price of the product. The Seller is obliged to inform the Buyer of the planned increase in the purchase price without undue delay. The Buyer has the right not to accept the price change and to withdraw from the contract to the extent of the goods not yet produced. Goods that have been produced by the time of the timely delivery of the expression of intent to withdraw from the contract shall be delivered under the original conditions without increase. The buyer is entitled to withdraw from the contract in this way within 14 days of the date of delivery of the notice of the increase in the purchase price, unless a longer period is specified in the notice.
- 4.3. The Seller, in agreement with the Buyer, shall arrange for the transport of the goods to the place designated by the Buyer. The price of transport is always charged separately, unless otherwise agreed. This price does not include the cost of removing the goods from the means of transport.
- 4.4. The purchase price of the goods includes the costs of type testing and product certification. If the Buyer has additional requirements for the design, quality and testing of the required goods, he must specify his requirements in writing as part of the order. Additional claims made for technical, quality or testing characteristics of the goods will not be accepted by the Seller. The Seller shall be entitled to reimbursement of the costs associated with such additional requirements by the Buyer.
- 4.5. In the case of sales according to price offers or promotional leaflets, it is given that the marked validity of the offer is also the deadline for shipment of goods from the Seller's production plant. The validity of quotations is 1 month from the date of issue, unless otherwise stated.
- 4.6. The condition for granting a discount on the price of the goods specified in the Seller's price offer is that the Buyer takes at least 90% of the total quantity of goods specified in the price offer or agreed in the purchase contract. If the Buyer fails to comply with this condition, the Seller shall be entitled to charge a surcharge on the purchase price of the goods up to the price stated in the Seller's price list valid at the time of delivery.
- 4.7. The Seller sells the selected goods on EUR pallets or other types of pallets, the price of which is always charged separately. Buyback is possible under the conditions set out in Article 7.13.

5. **PAYMENT TERMS**

- 5.1. Payment terms 40% by bank transfer within 10 days of confirmation of the binding order, 40% by bank transfer at the start of production, 20% by bank transfer before shipment from the factory and signing of the handover report. Other payment terms are agreed only by contract. The assertion of a claim or the occurrence of defects shall not affect the Buyer's obligation to pay the purchase price

properly and on time. The Seller's tax documents shall only be accompanied by a plain delivery note, the original confirmed delivery note confirmed by the Buyer shall be submitted by the Seller upon request by the Buyer without undue delay.

If the Buyer does not take delivery of the goods within the specified delivery date when ordering the goods in violation of the order / contract, the Seller is entitled to invoice the remaining part of the price without further notice after the expiry of the additional period for taking delivery of the goods.

- 5.2. In case of delay in payment of the delivery price, the Buyer is obliged to pay the Seller contractual interest on the delay in the amount of 0.05% of the amount due for each day of delay. The purchase price shall be deemed to be paid at the moment of crediting the relevant amount of money to the Seller's bank account.
- 5.3. The right to an additional discount for the timely payment of the purchase price can only be claimed provided that the Buyer is not simultaneously in default with the payment of any other due invoice issued by the Seller.
- 5.4. In the event of default by the Buyer in the proper and timely payment of the purchase price of the goods, the Seller shall have the right to unilaterally reduce or not to grant any contractual discounts upon further deliveries until all due obligations have been duly paid. The Buyer's entitlement to payment of quantity and other bonuses and premiums shall be conditional upon full and timely payment of all payable obligations by the Buyer, unless otherwise contractually agreed.
- 5.5. The Parties agree that the Seller is entitled to set a delivery limit for the use of goods. Any purchase of goods in excess of the specified drawdown limit shall be subject to individual negotiation. The Seller shall be entitled to require the Buyer to issue a security note with the terms of the note as required by the Seller, endorsed by members of the Buyer's statutory body, to secure the agreed goods.
- 5.6. In the event of the Buyer's delay in payment of the purchase price for more than 14 days, exceeding the agreed delivery limit or entering into liquidation or insolvency proceedings, the Seller is entitled to suspend all deliveries of goods to the Buyer and to make further deliveries only after payment of an advance payment in the amount of the agreed price of the goods or after providing additional security (notarial deed with consent to direct execution, promissory note) for payment of the price of the goods.
- 5.7. The Seller has reserved the ownership of the goods and the Buyer becomes the owner of the goods only upon full payment of the purchase price of the order.

6. **PERIOD OF PERFORMANCE**

- 6.1. The term of performance is set by the purchase contract or confirmed order or agreed schedule. The delivery date of the products to order will be specified subject to confirmation or delivery by the Buyer of complete, legible and technically clear documents necessary for production planning.

The performance deadline is met if the goods are ready for loading or delivered on the agreed calendar day. The Seller does not guarantee the loading or delivery of the goods at any particular hour and is not liable for any damage caused by downtime on site due to delay in transport compared to the scheduled arrival.

- 6.2. In case of failure of the Buyer to meet the contractual terms of collection of goods, the Seller has the right to set an alternative date for the start of collection, but no longer than 1 week. In the event of

delay by the Buyer in taking delivery of the custom-made goods, the Seller shall be entitled to invoice the purchase price of the goods after a prior unsuccessful call for collection.

- 6.3. The Seller reserves the right to change the confirmed delivery date, especially due to lack of production capacity, lack of production material or other unforeseen events on the Seller's side. The Seller undertakes to notify the Buyer of the newly determined delivery date without delay. The Seller's newly determined date of performance shall be deemed to be the agreed date of performance, unless the Buyer notifies the Seller within a reasonable period of time that it does not agree to the change of the date of performance. In the event of disagreement with the change of the delivery date, the Seller shall have the right to withdraw from the Purchase Contract.

7. TERMS OF DELIVERY

- 7.1. The place of delivery (performance) is the production plant Grygov, V Podlesí 258, 783 73 Grygov. The delivery of goods is made by loading on the Buyer's means of transport at the place of performance or by handing over the goods to the carrier designated by the Buyer. The Buyer's means of transport must meet the requirements set out in the special regulations. In the event of failure to comply with these requirements, the Seller shall be entitled to refuse loading.
- 7.2. Upon receipt of the goods, the Buyer or a person authorized by the Buyer shall confirm the delivery note. By signing the delivery note, the authorised person confirms: i) that the Seller has fulfilled its obligation to hand over the documents for the goods (including these conditions); ii) that it has duly inspected the goods and ascertained their conformity with the purchase contract (type, quality, colour, design, quantity, suitability and integrity of the packaging). Acceptance shall also transfer the risk of damage to the goods to the Buyer.
- 7.3. Storage. If the Buyer fails to take delivery of the goods within the contractual time or as requested, the Seller shall be entitled to store the goods at the Buyer's expense and risk and to charge the Buyer for the storage price including the related costs incurred. The price for storage is CZK 100,- for each uncollected stored unit (i.e. piece, pallet) and calendar day. In the event of a delay in taking over the goods manufactured to order longer than 15 calendar days, the Seller is entitled to invoice the purchase price of the goods without further delay, without prejudice to the right to claim the storage price according to the previous sentence.
- 7.4. Transportation. The Seller shall, upon request, provide transportation of the Products to their destination as a paid service. The condition for arranging transportation is a proper order including related services (e.g. folding) by the Buyer. The transport offer is always designed to ensure that the trucks are fully loaded. Timely and smooth dispatch of larger deliveries (more than 4 trucks of 24 t each) is conditional on the Buyer giving the Buyer at least 2 weeks' notice of the requirements for the execution of the shipments. The Buyer shall submit a draft schedule for the phased shipments, which must be approved by the Seller. In the event of failure to meet the above timelines for agreeing the schedule, the goods shall be shipped according to the Seller's current production, storage and transport capacities and available forwarding.

In the case of loading goods by crane, the seller is not responsible for downtime caused by adverse weather conditions (especially wind) that prevent the use of handling equipment.

- 7.5. The point of contact for placing a shipping order is the customer service department at the Seller's plant from which the goods are shipped. The transport order must contain the following information: i) the requested date of unloading; ii) the requested type of transport (semi-trailer,

semi-trailer without tarpaulin, kit, car with HR); iii) the exact address of the unloading (place, street, postcode) including the receiving person and his/her telephone number.

- 7.6. The transport price is contractual and is charged together with the transported products by a tax document or a separate tax document. If the quotation contains the clause "free transport of goods", the transport fee will only be charged if the entire truck is fully loaded. For an unloaded vehicle, the transport price will be charged according to the Seller's quotation. If there is a substantial change in transport legislation (e.g. increase or further extension of tolls, increase in road tax, etc.) or a jump in the price of fuel or additives by more than 5% between the conclusion of the contract and the transport, the Seller shall be entitled to reflect these changes in the transport price
- 7.7. The Buyer shall ensure the following conditions for a smooth unloading at his own expense: suitable handling equipment for folding the goods from the means of transport, e.g. an aerial lift truck, a crane and the necessary handling and clamping/tying equipment. The Seller shall not be liable for any damage to the goods or shipping containers due to the use of unsuitable handling equipment for stacking. If damage to the means of transport is threatened due to the use of an unsuitable means of stowage, the driver may refuse to stow the means of stowage and request the use of another means of stowage. The Buyer shall bear the costs of folding the goods, including any extra costs incurred for the reasons mentioned above.
- 7.8. If the goods are delivered directly to the Buyer and the Buyer does not have an employee or representative at the place of delivery, the Buyer shall designate in the order a person or entity authorized to receive the goods. By the signature of the delivery note by the person so designated, the Seller shall be deemed to have fulfilled its obligations and the PDP shall apply to the person taking delivery as if he were the Buyer. The period for inspection of the Goods shall commence upon acceptance of the Goods, irrespective of when or if the Buyer physically arranges for the inspection to be carried out on site.
- 7.9. The Seller shall ensure delivery of the goods only to places accessible by road suitable for truck traffic. If this condition is not fulfilled and no alternative place for unloading of the goods is promptly designated, the Seller shall be entitled to decide that the vehicle with the goods shall be returned to the Seller's plant and the wasted transport costs shall be charged to the Buyer. It is the responsibility of the Buyer or the Buyer directly to ensure that the driver is adequately trained in the specific OHS rules when entering the site.
- 7.10. If, for any reason, there is an obstacle on the part of the Buyer, for which the transport cannot be carried out, the Buyer is obliged to immediately notify the Seller of this fact so that unnecessary costs can be avoided as much as possible. The Buyer shall pay the costs incurred. If the total permitted unloading time is exceeded, i.e. 1 hour, the Buyer may be charged a compensation for lost time in the amount of CZK 500 for every 15 minutes.
- 7.11. If the Buyer uses a carrier for collection, the carrier is obliged to prove his/her authority to take over the goods (e.g. contract or power of attorney). Without such documents, the goods will not be delivered.
- 7.12. The Buyer undertakes to indicate the exact transport layout in the order. Any changes to the transport layout must be made in writing at least three working days before the goods are dispatched.
- 7.13. Packaging and pallets. The Seller undertakes to deliver the Goods to the Buyer suitably packaged for ease of handling and protection from damage. Foil, packing steel tape and tarps are non-returnable

and fully recyclable packaging. The products may be stored on EUR 800 x 1200, 1000 x 1200 cm or 800 x 1200 PLUS pallets or may be stored without pallets on slips. The contract price for the defect-free pallet and palletising material is set out in the current price list and the Seller reserves the right to change it. The Buyer shall inform the Seller of the change in writing with a minimum of 14 days' notice. Defect-free pallets will be bought back by the Seller at the price set out in the current price list. The Seller shall buy back the pallets within six months after delivery of the goods, at the place of original delivery, i.e. at the factory that executed the order. The Seller shall not be obliged to redeem the pallets after the expiry of this period. The Seller shall only buy pallets from the Buyer up to the amount of pallets delivered by the Buyer during the reporting period. The Seller shall not buy back damaged pallets. The Seller does not buy back the loading material.

8. DAMAGE COMPENSATION

- 8.1. The Seller is not obliged to pay for indirect and consequential damages resulting from a breach of a contractual or non-contractual obligation. Indirect and consequential damages include, but are not limited to: i) loss of profits and revenue; ii) loss of use of any assets or capital; iii) loss of expected savings; iv) energy losses; v) costs of securing replacement goods; vi) damages incurred as a result of late delivery of goods; vii) contractual fines and other penalties arising from contractual relations between the Buyer and third parties.
- 8.2. The Seller is not liable for any extra costs or damages caused by the installation of goods with obvious defects.
- 8.3. The total aggregate obligation of the Seller to compensate for all damages, including liquidated damages and other claims of the Buyer arising in connection with a breach of one or more of the Seller's obligations under or in connection with the Purchase Contract shall in no event exceed the contract price of the specific goods or services in connection with which such claim arose.
- 8.4. None of the above limitations on the total compensation shall apply to damage caused by intent or gross negligence.
- 8.5. The Seller shall be exempt from the obligation to compensate for damages and contractual penalties arising from the breach of a contractual obligation if he proves that he was temporarily or permanently prevented from fulfilling his obligation under the contract by an extraordinary unforeseeable and insurmountable obstacle arising independently of his will. Such an obstacle shall also be deemed to include a significant restriction or termination of the supply of the basic production raw material by the supplier, unforeseeable accidents or technical difficulties, as well as any reasons related to the spread of a contagious disease and measures to prevent its spread, including preventive measures by public authorities, measures by the seller or measures by third parties, including cases of closure of the seller's premises due to the illness of its employees or their quarantine or closure or restriction of operations due to any failure on the part of the suppliers.

9. WARRANTY

- 9.1. The Seller provides the Buyer with a warranty of 5 years for the goods for manufacturing defects and functionality, i.e. that under normal use and compliance with the conditions set out below, the goods will be usable for the agreed or usual purpose for the entire warranty period, i.e. that the goods will have demonstrable properties according to the relevant ČSN standards and declaration of conformity for the entire warranty period. The warranty for additional surface finishes such as safety hatching and metal and plastic assembly elements is provided for a period of 1 year. For traded goods, the warranty provided by the manufacturer shall apply.

- 9.2. The terms and conditions of the warranty, exclusions from the warranty and claims are governed by the Seller's Complaints Procedure.
- 9.3. The warranty is valid provided that the delivered goods are used in accordance with the manufacturer's recommendations published on the Seller's website - in particular the manufacturer's technological installation procedures (TPM) or installation instructions. In the event of an inspection of compliance with the TPMs on the construction site by the Seller, the Buyer is obliged to allow such inspection and to ensure that the construction contractor provides all necessary assistance (e.g. providing access to the construction site, access to the construction logbook, obtaining copies of the requested pages from the construction logbook for a fee, providing access to the technical report of the project with the designer, or obtaining a copy of the technical report of the project or a part thereof, etc.). In the event of non-compliance with these technological procedures, the Seller shall not be liable for damage to the goods.
- 9.4. The Seller shall not be liable for any defects in the goods or for any damages resulting from the fact that it has produced and delivered the goods in accordance with the Buyer's express instructions and documentation. In this respect, the Buyer bears all responsibility, in particular with regard to the intended use of the goods, for the correct construction of the goods, for compliance with the relevant safety regulations, for the accuracy and completeness of the technical conditions and documents and drawings or other documentation provided by the Seller, even if the Seller has proposed and made modifications and the Buyer has accepted these modifications. The Buyer shall also be liable for all consequences if, on the basis of the data or documentation provided by it to the Seller, the protected copyright or industrial rights of third parties are infringed. The Seller shall not be obliged to review the correctness of the Buyer's assignment or any infringement of protected rights of third parties within the meaning of the preceding sentences.

10. **OTHER ARRANGEMENTS**

- 10.1. The contractual relations between the Buyer and the Seller are exclusively bound by the law of the Czech Republic.
- 10.2. Any amendments and additions to these delivery conditions during the period of their validity may only be made in writing in a particular case.
- 10.3. The Buyer is obliged to inform the Seller of all material changes concerning the internal structure of its corporation without undue delay. In the event of a change that could jeopardize the performance of the already concluded contracts (e.g. transfer of business shares to new partners without the necessary credibility), the Seller is entitled to temporarily suspend the performance of the contract and require the submission of additional security. If such security is not provided, the Seller is entitled to withdraw from the contract and demand immediate payment of all obligations (including those still outstanding).
- 10.4. The Parties may exchange information that constitutes their trade secrets ("Confidential Information") during the performance of any Order. All Confidential Information shall remain the property of the disclosing Party and shall be kept confidential by the Party to whom it is disclosed for a period of 10 years from the date of disclosure. These obligations shall not apply to information that: (a) is in the public domain at the time of disclosure or becomes public domain through no fault of the recipient; (b) is known to the recipient at the time of disclosure without disclosure through no fault of the recipient; (c) is received by the recipient from a third party without restrictions similar to those set forth in this Article; or (d) is independently developed by the recipient. Each Party shall retain ownership of its confidential information, in particular all rights to patents, copyrights,

trademarks and trade secrets. The recipient of Confidential Information shall not disclose such Confidential Information without the prior written consent of the disclosing Party, provided that the Contractor may disclose Confidential Information to its affiliates, employees, officers, consultants, agents and contractors.

- 10.5. The Purchaser is obliged to ensure that all persons and entities concerned are demonstrably acquainted with the risks and OSH measures at the specific construction site in the case of: a) delivery directly to the construction site; b) local complaint investigation; c) inspection of the construction site as part of professional advice; d) repair of the goods.
- 10.6. In the event of force majeure preventing the Seller from fulfilling its obligations, the Seller shall not be liable for damages and injuries incurred by the Buyer in connection with the breach of contractual obligations.

These T&Cs will take effect on 1 August 2022 and replace the original Terms and Conditions of Sale and Delivery. The Seller reserves the right to amend these T&Cs. The Seller shall publish the new T&Cs on its website and notify the Buyer by email before they become effective, unless otherwise contractually agreed. The Buyer shall be entitled to reject the changes and terminate the contract for this reason by giving 1 calendar month's notice. The new T&Cs shall be effective against the Buyer from the date of their effectiveness, but not earlier than one month from the date of their delivery to the Buyer.

In Prague on 15.7.2022

Mgr. Pavel Bělohradský v.r.

Managing director of companies

JEAN PAUL WHITECASTLE spol. s r.o.,

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