

## General Terms and Conditions

## 1. GENERAL

1.1. The contract is concluded with the receipt of the written confirmation from PLATIT a.s., Prumyslova 1509/3 78701 Sumperk / cz, hereinafter referred to as PLATIT or PLATIT a.s., that it accepts the order (order acknowledgment). Offers that do not include an acceptance period are non-binding.

1.2. These GENERAL TERMS AND CONDITIONS shall be binding if declared applicable in the tender or in the order acknowledgement. Any conditions stipulated by the BUYER which are in contradiction to these GENERAL TERMS AND CONDITIONS shall only be valid if expressly acknowledged by PLATIT in writing.

1.3. All agreements and legally relevant declarations of the contracting parties must be in writing in order to be valid. Declarations in text form which are transmitted by or recorded on electronic media will be equated with written declarations when specifically so agreed by the parties.

1.4. If any provision of these terms and conditions proves to be wholly or partially ineffective, the contracting parties shall replace this provision by a new agreement as close as possible to their legal and economic success.

1.5. PLATIT commits to act according to its Code of Conduct that can be accessed on our homepage:

[https://www.platit.com/media/filer/2023/2023\\_1113\\_code\\_of\\_conduct.pdf](https://www.platit.com/media/filer/2023/2023_1113_code_of_conduct.pdf). Suppliers and service partners commit to comply with PLATIT'S Code of Conduct.

## 2. SCOPE OF SUPPLIES AND SERVICES

The supplies and services are exhaustively specified in the order acknowledgement and in appendices thereto. PLATIT shall be entitled to make any changes which lead to improvements provided such changes do not result in a price increase.

## 3. PLANS AND TECHNICAL DOCUMENTS

3.1. Unless otherwise agreed, brochures and catalogues are not binding. Data in technical documents are only binding if they have been expressly stipulated as such.

3.2. Each party retains all rights to plans and technical documents provided to the other. The party receiving such documents recognizes these rights and shall – without previous written consent of the other party – not make these documents available to any third party, either in whole or in part, nor use them for purposes other than those for which they were handed over.

## 4. REGULATIONS IN FORCE IN THE COUNTRY OF DESTINATION AND SAFETY DEVICES

4.1. The BUYER shall, at the latest when placing the order, draw the attention to PLATIT to the standards and regulations applicable to the execution of the supplies and services, to the operation of the plant, the safety, as well as to the health and safety of personnel.

4.2. Unless otherwise agreed in accordance with Clause 4.1, the supplies and services shall comply with the regulations and standards at PLATIT AG SWITZERLAND place of

business. Additional or other safety devices shall be supplied to the extent as having been expressly agreed upon.

## 5. PRICES

5.1. Unless otherwise agreed, all prices shall be deemed to be net ex works PLATIT a.s. CZ-787 01 Sumperk, excluding packaging, in freely available EURO without any deductions whatsoever. Any and all additional charges, such as, but not limited to, freight charges insurance premiums, fees for export, transit, import and other permits, as well as for certifications, shall be borne by the BUYER. Likewise, the BUYER shall bear any and all taxes, fees, levies, customs duties and the like as well as the related administrative costs which are levied out of or in connection with the contract or its fulfilment. If such costs, taxes etc. are charged to PLATIT or to persons employed or appointed by PLATIT to perform any of his obligations, they shall be refunded by the BUYER upon presentation of the receipts.

5.2. The prices are adjusted appropriately if:

- the delivery period has been extended for reasons for which the BUYER is responsible, or
- the nature or scope of the agreed deliveries or services has changed, or
- the material or design has been changed, because the information and / or documents provided by the BUYER did not correspond to the actual conditions or were incomplete.

## 6. TERMS OF PAYMENT

6.1. Payments shall be made by the BUYER in accordance with the agreed terms of payment at the domicile of PLATIT a.s., without any deduction for cash discount, expenses, taxes, levies, fees, duties, and the like within thirty days. Payment shall be deemed to be effected when EURO have been made freely available to PLATIT at PLATIT'S domicile

6.2. The dates of payment shall also be observed if transport, delivery, installation, commissioning or taking over of PLATIT or services is delayed or prevented due to reasons beyond PLATIT'S control, or if unimportant parts are missing, or if post-delivery work is to be carried out which does not prevent the supplies from being used

6.3. If the advance payment or the contractually agreed securities are not provided in accordance with the terms of the contract, PLATIT shall be entitled to adhere to or to terminate the contract, and shall in both cases be entitled to claim damages. If the BUYER, for any reason whatsoever, is in delay with a further payment, or if PLATIT is seriously concerned that he will not receive payments in total or in due time because of circumstances having taken place since entering into the contract, PLATIT, without being limited in its rights provided for by law, shall be entitled to refuse further performance of the contract and to retain the supplies ready for dispatch until new terms of payment and delivery will have been agreed and until PLATIT will have received satisfactory securities. If such an agreement cannot be reached within a reasonable time, or if PLATIT does not receive adequate securities, PLATIT shall be entitled to terminate the contract and to claim damages.

6.4. For advance payments, no interest shall be refunded.

6.5. If the BUYER does not adhere to the agreed terms of payment, he shall be liable, without reminder, for interest with effect from the agreed date on which the payment was due at a rate depending on the terms prevailing at the BUYER'S domicile, but not less than 4 per cent over the current 3-month CHF-LIBOR target. The right to claim further damages is reserved.

6.6. The withholding or the deduction of payments due to complaints, disputes or claims of the BUYER that have not been expressly agreed by PLATIT is inadmissible. The BUYER can only set off any counterclaims against payments under this contract if PLATIT has expressly agreed to them in writing.

## 7. RETENTION OF TITLE

PLATIT shall remain the owner of all supplies until it has received the full payments in accordance with the contract.

The BUYER is obliged to assist in procedures necessary in order to protect the title of PLATIT a.s.. Upon entering into the contract, the BUYER authorizes the PLATIT a.s. to enter or notify the reservation of title in the required form in public registers or similar records and to fulfil all corresponding formalities in accordance with the relevant national legislation, at the BUYER'S expense.

During the period of the reservation of title, the BUYER shall, at his own cost, maintain the supplies and insure them for the benefit of PLATIT against theft, breakdown, fire, water and other risks. He shall further take all measures to ensure that PLATIT title is in no way compromised or rescinded.

## 8. DELIVERY TIME

8.1. The delivery time shall start as soon as the contract is entered into, all official formalities have been completed, payments due with the order have been made, any agreed securities given and the main technical points settled. The delivery time shall be deemed to be observed if by that time PLATIT has sent a notice to the BUYER informing him that the supplies are ready for dispatch.

8.2. Compliance with the delivery time is conditional upon the BUYER'S fulfilment of his contractual obligations.

8.3. The delivery time shall be reasonably extended:

- a. if the information required by PLATIT for the performance of the contract is not received in time, or if the BUYER subsequently changes it thereby causing a delay in the delivery of the supplies or services;
- b. if hindrances occur which Platit cannot prevent despite exercising the required care, regardless of whether they affect the Platit a.s., its supplier, the Buyer or a third party. Such hindrances include, but shall not be limited to, pandemics, epidemics, mobilization, war, civil war, acts of terrorism, riots, political unrest, revolutions, sabotage, serious breakdown in the works, accidents, labor conflicts, late or deficient delivery from suppliers or subcontractors of raw materials,

semi-finished or finished products, the need to scrap important work pieces, actions or omissions by any authorities or state or supranational bodies, embargoes, unforeseeable transport problems, fire, explosion, natural catastrophes;

c. if the BUYER or a third party is behind schedule with work he has to execute, or with the performance of his contractual obligations, in particular if the BUYER fails to observe the terms of payment;

d. if the supplier has to interrupt or shorten its production processes due to a lack of or a reduced availability of energy sources (e.g. gas, electricity). The supplier shall inform the BUYER immediately and in writing of such a situation. Any claim by the BUYER against the supplier for compensation for delay or for compensation for direct and indirect damages due to such a delay shall be excluded.

e. if other circumstances arise for which PLATIT is not responsible.

8.4. The BUYER shall be entitled to claim liquidated damages for delayed delivery insofar as it can be proven that the delay has been caused through the fault of the PLATIT a.s. and that the BUYER has suffered a loss as a result of such delay. If substitute material can be supplied to accommodate the BUYER, the latter is not entitled to any damages for delay.

Damages for delayed delivery shall not exceed 0.5 per cent for every full week's delay and shall in no case whatsoever altogether exceed 5 per cent of the contract price of the part of the supplies in delay. No damages at all shall be due for the first two weeks of delay.

After reaching the maximum liquidated damages for delayed delivery, the BUYER shall grant PLATIT a reasonable extension of time in writing. If such an extension is not observed for reasons within PLATIT's control, the BUYER shall have the right to reject the delayed part of the supplies or services. If a partial acceptance is economically not justified on the part of the BUYER, the latter shall be entitled to terminate the contract and to claim refund of the money already paid against return of the deliveries supplied.

8.5. In case a specific date is fixed instead of a delivery period, this date shall correspond to the last day of a delivery period; Clauses 8.1 to 8.4 apply by analogy.

8.6. Any delay of the supplies or services does not entitle the BUYER to any rights and claims other than those expressly stipulated in this Clause 8. This limitation does, however, not apply to unlawful intent or gross negligence on the part of the PLATIT a.s. but does apply to persons employed or appointed by PLATIT to perform any of its obligations.

#### 9. PACKAGING

The packaging will be specially billed by the supplier and will not be taken back. However, if it has been designated as the property of PLATIT a.s., it must be returned by the BUYER to the place of departure without delay.

#### 10. PASSING OF BENEFIT AND RISK

10.1. The benefit and the risk of the supplies shall pass to the BUYER at the latest upon the departure of the deliveries ex works.

10.2. If dispatch is delayed at the request of the BUYER or due to reasons beyond PLATIT's control, the risk of the supplies shall pass to the BUYER at the time originally foreseen for their leaving the works. From this moment on, the supplies shall be stored and insured for the account and at the risk of the BUYER.

#### 11. SHIPPING, TRANSPORT AND INSURANCE

11.1. Special requests regarding shipping, transport and insurance are to be announced in good time to PLATIT. Transport is at the expense and risk of the BUYER.

11.2. The BUYER is responsible for the proper unloading of the goods at the place of destination and for bringing the goods to the place of connection.

11.3. Obvious defects, including but not limited to e.g. damage to the packaging or "Tilt and Shock watch activated" in connection with shipping or transport must be noted by the BUYER on receipt of the deliveries or freight documents immediately and handwritten on the freight documents, signed by the BUYER, documented by appropriate footage and immediately addressed to the last carrier. Freight documents which are labeled with preconceived texts such as "general reservation" are not permitted. At the same time, the BUYER must immediately submit a copy of the incident to PLATIT, in the absence of an employee of the PLATIT a.s..

11.4. The removal of the packaging must be carried out in the presence of an employee of PLATIT, in case the installation of the delivery is carried out by a PLATIT employee. In the event, that the BUYER removes the packaging without the assistance of an employee of PLATIT, any responsibility shall be transferred to the BUYER and the supplies and services shall be deemed approved.

11.5. The insurance against damage of any kind is up to the BUYER.

#### 12. INSPECTION AND ACCEPTANCE OF DELIVERIES AND SERVICES

12.1. As far as being normal practice, PLATIT shall inspect the supplies and services before dispatch. If the BUYER requests further testing, these are to be specially agreed upon and paid for by the BUYER.

12.2. The BUYER must check obvious defects immediately upon receipt of the deliveries and services and proceed according to Clause 11.2. If the BUYER fails to do so, the supplies and services shall be deemed to have been taken over.

12.3. Hidden defects, including, but not limited to e.g. damaged parts, corroded parts, etc. must be documented immediately by the BUYER and notified in writing to PLATIT within seven days. Without further disposition of PLATIT, the delivery or service may not be moved.

12.4. In any case of a detected defect, the BUYER must grant PLATIT employees or auxiliary persons, who have been appointed by PLATIT, free access to the goods and services for inspection purposes.

Furthermore, the packaging must not be disposed of and must be safely stored and freely accessible for further inspection.

12.5. If PLATIT has been notified of deficiencies in accordance with Clause 12.2, it shall remedy them as soon as possible, and the BUYER shall give PLATIT the possibility to do so. After remedy of such deficiencies, a acceptance test in accordance with Clause 12.6 will be carried out at the request of the BUYER or PLATIT.

12.6. Subject to Clause 12.5, the execution of a acceptance test as well as the stipulation of the conditions related thereto require a special agreement. In the absence of such an agreement the following shall apply:

- PLATIT shall advise the BUYER of the execution of the acceptance test in good time so that the BUYER or his representative can attend.

- An acceptance report shall be prepared which shall be signed by both the BUYER and PLATIT or by their representatives. Such report shall either state that the acceptance has taken place, or that it has taken place under reservations, or that the BUYER has refused it. In the last two cases, the deficiencies shall be listed individually in the report.

- In case of insignificant deficiencies, in particular those which do not substantially hinder the efficient functioning of the supplies or services, the BUYER shall not be entitled to refuse acceptance of the supplies or services and refuse to sign the acceptance report. PLATIT shall remedy such deficiencies without delay.

- In case of significant deviations from the contract or serious deficiencies, the BUYER shall give PLATIT the possibility to remedy these within a reasonable time. Thereafter, a further acceptance test shall take place.

If during this test significant deviations from the contract or serious deficiencies appear again, the BUYER shall be entitled to claim either a price reduction or an indemnity or other compensation from PLATIT, provided this has been agreed beforehand. If, however, the deviations and deficiencies which appear during the test are of such significance that they cannot be remedied within a reasonable time and provided the supplies and services cannot be used for their specified purpose, or such use is considerably impaired, then the BUYER shall be entitled to refuse acceptance of the defective part or, if partial acceptance is economically not justified, to terminate the contract. In this case, PLATIT can only be held liable for reimbursing the sums which have been paid to him for the parts affected by the termination.

12.7. Acceptance shall also be deemed completed

- if the BUYER does not participate in the acceptance despite being requested in advance to do so;

- if the acceptance test cannot be carried out on the date provided for due to reasons beyond PLATIT's control;

- if the BUYER refuses the acceptance without being entitled to do so;

- if the BUYER refuses to sign the acceptance report prepared in accordance with Clause 12.6;

- as soon as the BUYER uses the supplies or



services.

12.8. Deficiencies of any kind in supplies or services shall not entitle the BUYER to any rights and claims other than those expressly stipulated in this Clause 12 and Clause 12 (warranty, liability for defects).

### 13. WARRANTY, LIABILITY FOR DEFECTS

13.1. The warranty period is 12 months, except for parts subject to wear and tear. For used equipment, the warranty period is 6 months. It begins with the departure of deliveries ex works or with the possibly agreed acceptance of deliveries and services or, as far as PLATIT has also taken over the assembly, with their termination. If shipping, acceptance or assembly is delayed for reasons for which PLATIT is not responsible, the warranty period ends at the latest 18 months after arrival at the BUYER.

13.2. For replaced or repaired parts, the guarantee period starts anew and lasts 6 months from the replacement or completion of the repair or the acceptance, but not longer than the expiry of a period, double the guarantee period stipulated in the preceding paragraph.

13.3. The warranty expires prematurely if the BUYER or third parties make changes or repairs, seals are damaged or removed, or if the BUYER, if a defect has occurred, does not immediately take all suitable measures to mitigate the damage and gives PLATIT the opportunity to remedy the defect.

13.4. Upon the written request of the BUYER, PLATIT may choose to repair or replace as quickly as possible any parts of the supplies which, before the expiry of the guarantee period, are proven to be defective due to bad material, faulty design or poor workmanship. Replaced parts shall become PLATIT's property if it does not explicitly renounce this. Under restriction of proportionality, the PLATIT a.s. shall bear the costs of remedying the defective parts provided that, they do not exceed the customary costs of transport, personnel, travelling, accommodation, dismantling and reassembly of the defective parts.

13.5. Express warranties are only those which have been expressly specified as such in the order acknowledgment or in the specifications. An express warranty is valid until the expiry of the guarantee period at the latest.

If the express warranties are not or only partially achieved, the BUYER may first of all require PLATIT to carry out the improvements immediately. The BUYER shall give the PLATIT a.s. the necessary time and possibility to do so.

If these improvements fail completely or in part, the BUYER may claim the agreed compensation for such case or, should no such agreement exist, a reasonable reduction of price. If, however, the defects are of such significance that they cannot be remedied within a reasonable time and provided that the supplies and services cannot be used for their specified purpose, or if such use is considerably impaired, then the BUYER shall be entitled to refuse acceptance of the defective part or, if partial acceptance is economically not justified for him and he communicates this immediately, to terminate the contract. In this case PLATIT can only be

held liable for reimbursing the sums which have been paid for the parts affected by the termination.

13.6. All deficiencies which cannot be proven to have their origin in bad material, faulty design or poor workmanship, e.g. those resulting from normal wear, improper maintenance, failure to observe the operating instructions, excessive loading, use of any unsuitable material, influence of chemical or electrolytic action, building or installation work not undertaken by PLATIT, or resulting from other reasons beyond PLATIT's control are excluded from its guarantee and liability for defects.

13.7. For supplies and services of subcontractors requested by the BUYER, PLATIT assumes the warranty and liability for defects, only to the extent of the subcontractors' warranty and liability obligations.

13.8. With respect to any defective material, design or workmanship as well as to any failure to fulfil express warranties, the BUYER shall not be entitled to any rights and claims other than those expressly stipulated in Clauses 13.1 to 13.7.

If the BUYER reports a defect and no defect is found for which PLATIT is liable, the BUYER is responsible for compensating PLATIT for the work undertaken and other expenses and costs.

13.9. PLATIT is only liable for unlawful intent or gross negligence for claims arising out of inadequate advice and the like or out of breach of any additional obligations.

### 14. TERMINATION OF THE CONTRACT BY PLATIT

14.1. The contract shall be adapted appropriately, if unforeseen events considerably change the economic effect or the content of the supplies or services or considerably affect the activities of PLATIT, or if performance subsequently becomes impossible. If such an adaptation is economically not justifiable, PLATIT shall be entitled to terminate the contract or the parts affected thereby.

14.2. If PLATIT wishes to terminate the contract it shall – after having recognized the consequences of the event immediately inform the BUYER; this applies even if an extension of the delivery time has been agreed beforehand. In case of termination of the contract, PLATIT shall be entitled to payment of those parts of the supplies and services which have already been carried out. Claims for damages on the part of the BUYER because of such termination are excluded.

### 15. EXPORT CONTROL

The BUYER recognizes that the supplies may be subject to Czech and/or foreign legal provisions and regulations on export control and are not allowed to be sold, leased or otherwise transferred or used for a purpose other than the agreed without an export or re-export permit of the competent authority. The BUYER undertakes to comply with such provisions and regulations. He is aware that these may change and that they apply to the contract in the current valid wording.

### 16. PATENTS

The BUYER acknowledges that using PLATIT coating technology has the potential to

infringe patents if coatings are deposited that are patented for the use in certain applications. The BUYER is responsible for investigating the patent situation regarding the application of coatings using PLATIT equipment for every country in which he is operating a business, selling, exporting, or advertising. The BUYER bears the responsibility for any patent infringement caused by use of PLATIT equipment to deposit a coating or coating combination on a specific part.

Claiming damages of all kinds against PLATIT are expressly excluded in the aforementioned case.

### 17. IT SECURITY

17.1. PLATIT equipment can be connected to the internet for the purpose of remote diagnostics and data analysis. It is recommended to connect the equipment only during the time of remote diagnostics to the internet. The BUYER is responsible for protecting the operating system of the PLATIT equipment and the network through which the PLATIT equipment is connected to the internet against cyber-attacks (e.g., malicious software, hacks, encryptions, data loss). PLATIT excludes liability for damages and consequential damages in connection with cyber-attacks.

17.2. In addition to online accessibility, PLATIT equipment provides ports to load data onto the units (e.g., USB-stick). It is the BUYER's duty to ensure that data transferred via such media is free of malicious software and compatible with the operating system and PLATIT software installed on the PLATIT system.

17.3. If PLATIT and services delivered by PLATIT include software, the BUYER is granted a non-exclusive right of use of the software together with the delivery item, unless otherwise agreed. The BUYER is not entitled to copy (except for archival purposes, troubleshooting or to replace faulty data carriers) or to edit the software. In particular, the BUYER may not disassemble, decompile, decrypt or reverse engineer the software without the prior written consent of PLATIT. In case of infringement, PLATIT may withdraw the right of use. For third-party software, the conditions of use of the licensor apply, and the licensor, as well as the supplier, may also assert a claim in the event of infringement.

### 18. EXCLUSION OF FURTHER LIABILITY OF PLATIT

All cases of breach of contract and the relevant consequences as well as all rights and claims on the part of the BUYER, irrespective on what ground they are based, are exhaustively covered by these GENERAL TERMS AND CONDITIONS. In the event, that claims of the BUYER in relation to or in connection with the contract or the breach thereof should exist, the total amount of such claims is restricted to the price paid by the BUYER. In particular, any claims not expressly mentioned for damages, reduction of price, termination of or withdrawal from the contract are excluded. In no case whatsoever shall the BUYER be entitled to claim damages other than compensation for the costs of remedying defects in the supplies themselves. This in particular refers but shall not be limited to loss of production, loss of use, loss of orders,



recall costs, loss of profit and other direct or indirect or consequential damage. Liability is also excluded for compensation claims from third parties against the BUYER for infringements of intellectual property rights.

This exclusion of further liability on the PLATIT's part does not apply to unlawful intent or gross negligence on the part of PLATIT but does apply to persons employed or appointed by the PLATIT a.s. to perform any of its obligations. This exclusion of liability does not apply as far as it is contrary to compulsory law.

#### 19. RECOURSE RIGHT OF PLATIT

If persons are injured or the property of third parties is damaged by acts or omissions of the BUYER or his assistants, and if PLATIT is claimed for this reason, it is entitled to a right of recourse to the BUYER.

#### 20. TRADEMARKS

The BUYER is not entitled to use PLATIT trademarks, unless otherwise agreed in writing.

#### 21. JURISDICTION AND APPLICABLE LAW

21.1. The place of jurisdiction for both the BUYER and PLATIT shall be at the registered office of PLATIT. However, PLATIT is entitled to sue the BUYER at his place of business.

21.2. The legal relationship is subject to substantive Czech law.

PLATIT A.S.

PRUMYSLOVA 3020/3

78701 SUMPERK

CZECH REPUBLIC