



I. Introductory Provisions

- 1.1. These Terms and Conditions (hereinafter referred to as the **"Terms"**) apply to contractual relationships arising from a purchase agreement (hereinafter referred to as the **"Agreement"**) concluded pursuant to Section 2079 of Act No. 89/2012 Coll., the Civil Code.
- 1.2. The seller is **ÚJV Řež, a. s.**, Company ID: 46356088, VAT ID: CZ46356088, with its registered office at Hlavní 130, Řež, 250 68 Husinec, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, Insert 1833 (hereinafter referred to as the **"Seller"**).
- 1.3. The buyer is the person designated as the recipient of the goods (customer) in the Agreement (hereinafter referred to as the **"Buyer"**).
- 1.4. The Buyer and the Seller are also collectively referred to in these Terms as the **"Parties"**.
- 1.5. These Terms form an integral part of the Agreement. Any provisions in the Agreement that deviate from these Terms shall take precedence over the Terms.

II. Goods and Their Characteristics

- 2.1. The Seller shall deliver the goods in accordance with the specification set out in the Agreement. If the Agreement does not specify the characteristics of the goods, the goods shall be delivered with customary characteristics.
- 2.2. The Seller shall deliver the goods new and unused, unless expressly stated otherwise in the Agreement.
- 2.3. The Seller shall deliver the goods at its own cost and risk.
- 2.4. The performance includes (according to the specification set out in the Agreement or depending on the nature of the performance), in particular:
 - a) delivery of the goods;
 - b) transportation of the goods to the place of performance;
 - c) provision of all documents necessary for the acceptance and use of the goods, documents proving the qualitative parameters of the goods, and documents related to the goods pursuant to applicable legal regulations.

III. Price

- 3.1. The purchase price is stated in the Agreement.
- 3.2. The purchase price includes all costs of the Seller necessary for the proper and timely delivery of the goods, in particular those referred to in Clause 2.2 of these Terms.

IV. Payment Terms

- 4.1. The Seller is entitled to issue a tax document for the purchase price only once the proper provision of the performance under Clauses 5.4 and 5.5 of these Terms has been confirmed; the protocol must be attached to the tax document.
- 4.2. If the due date is not specified in the Agreement, the purchase price shall be payable fifteen (15) calendar days from the date of delivery of the invoice to the Buyer. The monetary obligation shall be considered fulfilled at the moment the corresponding amount is credited to the Seller's account.
- 4.3. The tax document must meet the requirements stipulated by the applicable legal regulations. If the tax document does not have the required elements, the Buyer is entitled, within the due date, to return the tax document to the Seller specifying the defects. By delivering a new tax document to the Buyer, a new due date shall begin to run.
- 4.4. Payments shall be made by bank transfer to the Seller's bank account stated in the Agreement. This bank account must be

maintained with a domestic payment service provider and published in a manner allowing remote access pursuant to Section 96(2) of Act No. 235/2004 Coll., VAT Act. The Parties agree that any change to the Seller's bank details or account number can only be made by a written amendment to the Agreement or by a written notice delivered by the Seller to the Buyer no later than together with the relevant invoice.

V. Place and Time of Performance

- 5.1. The place of performance is the Buyer's registered office address, unless otherwise specified in the Agreement.
- 5.2. If the delivery date is not specified in the Agreement, the Seller shall deliver the goods within ten (10) business days.
- 5.3. The risk of damage to the goods shall pass to the Buyer at the moment the goods are duly delivered to the Buyer. Ownership of the goods shall pass to the Buyer on the day the purchase price is fully paid.
- 5.4. A delivery protocol shall be drawn up and signed by the Parties, confirming whether the goods were properly delivered and all activities forming part of the performance under Clause 2.2 of these Terms were carried out, or whether the performance contains defects. If any defects are found upon delivery, the Seller shall remedy them within fifteen (15) calendar days, unless the Parties agree on a different deadline in the protocol (the deadline must be stated in the protocol). The Buyer is not obliged to accept defective performance.
- 5.5. The goods shall be deemed duly delivered only when a protocol has been drawn up confirming that the goods and all components of the performance under Clause 2.2 of these Terms were provided without defects.

VI. Warranty for Quality

- 6.1. The Seller provides the Buyer with a warranty for the quality of the goods for a period of twelve (12) months from the date of delivery of the performance without defects (Clause 5.5 of these Terms), unless otherwise agreed.
- 6.2. The Seller is liable for defects in quantity, quality, and workmanship that the goods have at the moment the risk of damage passes to the Buyer, as well as for defects that appear in the goods during the warranty period.
- 6.3. In a written claim, the Buyer shall specify how the defect manifests itself and how the Buyer requests the claim to be resolved. The Seller is obliged to remedy the defect without undue delay from the moment of notification, but no later than thirty (30) calendar days from the notification of the defect, unless a different deadline is agreed between the Parties due to the scope and nature of the defect.
- 6.4. The Seller is not liable for defects in the goods caused by improper handling or maintenance, or by using the goods in a manner inconsistent with their intended purpose.

VII. Confidential Information

- 7.1. The Parties acknowledge that in the course of performing this Agreement they may become acquainted with information considered confidential by the Parties (hereinafter referred to as the **"Confidential Information"**).
- 7.2. For the purposes of this Agreement, Confidential Information shall mean all information, facts, data, materials, or documents of any kind, whether in written, oral, electronic, visual, or other form, which the Parties make available to each other in connection with this Agreement, and which:
 - a) are marked as confidential, secret, or similarly; or

- b) given their nature or the circumstances of disclosure, can reasonably be considered confidential, even if not explicitly marked as such.
- 7.3. Confidential Information shall include, but is not limited to, commercial, financial, technical, manufacturing, organizational, personnel, legal or other information, trade secrets, methodologies, processes, and know-how related or unrelated to the integration of AI into products, services, or internal processes, technological procedures, contracts, personal data, information and data on business strategies, pricing, and contractual relationships related to the provision or use of AI, or information on the use or modification of third-party models if they contain or process the Party's confidential data, as well as any other facts in which a Party has an obvious interest in protecting. Such information shall be considered confidential until the Parties confirm otherwise in writing.
- 7.4. The Parties undertake to maintain the confidentiality of the Confidential Information of the other Party. All Confidential Information shall be treated as confidential, even if it would not otherwise qualify as a trade secret under Section 504 of the Civil Code.
- 7.5. The Parties undertake not to further disseminate or reproduce the Confidential Information and not to make it available to any third party. The Parties further undertake not to use the Confidential Information in a manner inconsistent with its purpose or the purpose of its disclosure, for their own benefit or for the benefit of third parties.
- 7.6. Disclosure of Confidential Information to a third party for the purpose of performing this Agreement shall only be permitted if the Party to whom the Confidential Information belongs has given prior written consent. The Party disclosing the Confidential Information shall also oblige the third party to confidentiality to the same extent as required under this Agreement; disclosure shall only be made to the extent strictly necessary for the performance of this Agreement.
- 7.7. The Parties shall ensure that the Confidential Information of the other Party is not leaked, disclosed, or disseminated, and shall protect the confidentiality of such information. The Parties shall exercise the maximum effort reasonably required to ensure that their employees and any persons engaged pursuant to Clause 7.6 comply fully with the confidentiality obligations.
- 7.8. The obligations under this Article VII of these Terms shall not apply to Confidential Information which:
- a) is publicly available at the time of disclosure, or becomes publicly available after disclosure without breach of this Agreement;
 - b) the recipient is obliged to disclose under applicable law or pursuant to a court or competent administrative authority decision, provided that the recipient immediately notifies the other Party of such legal obligation (unless prohibited by law or the decision) and takes measures to ensure the confidentiality of the disclosed information to the maximum extent permissible by law or decision;
 - c) is disclosed to the public pursuant to prior written agreement of the Parties.
- 7.9. Disclosure of information under this Agreement does not grant any rights to a license, trademark, patent, right to use or reproduce copyright works, or any other intellectual or industrial property rights.
- 7.10. The provisions of this article shall survive the termination of this Agreement.

VIII. Contractual Penalties, Damage, Termination

- 8.1. If the Seller fails to properly meet the delivery deadline, it shall pay the Buyer a contractual penalty of 0.05% of the purchase price excluding VAT for each day of delay, including any part of a day.
- 8.2. If the Seller fails to remedy defects within the specified period (pursuant to Clauses 5.4 or 6.2 of these Terms), it shall pay the Buyer a contractual penalty of 0.05% of the purchase price excluding VAT for each day of delay and for each defect that the Seller is late in remedying.
- 8.3. If the Buyer delays payment of the purchase price or any part thereof, the Buyer shall pay the Seller a contractual penalty of 0.05% of the outstanding amount excluding VAT for each day of delay, including any part of a day.
- 8.4. The agreement on contractual penalties does not affect the Buyer's right to compensation for damages arising from the breach of the obligation to which the contractual penalty relates, and this in an amount exceeding the contractual penalty already paid. Compensation for damage is governed by the provisions of Sections 2894 et seq. of the Civil Code. The Parties explicitly agree that compensation also covers non-material damages (e.g., damage to reputation).
- 8.5. The due date for the contractual penalty is thirty (30) calendar days from the delivery of its invoice to the other Party.
- 8.6. The Parties are entitled to terminate this Agreement in accordance with the relevant provisions of the Civil Code. The following shall be considered a material breach of this Agreement in particular:
- a) delay by the Seller in delivering the goods of more than thirty (30) calendar days;
 - b) repeated occurrence (i.e., at least twice) of the same defect, or a case where the goods have multiple defects at once;
 - c) delay by the Seller in remedying a defect of the goods of more than thirty (30) calendar days;
 - d) breach of the obligation to protect Confidential Information set out in Article VII of these Terms.

IX. Final Provisions

- 9.1. The Parties agree that the relationship under the Agreement shall be governed by Czech law, particularly the Civil Code. All judicial disputes concerning the rights and obligations arising from the Agreement shall be resolved before the general courts of the Czech Republic.
- 9.2. All disputes between the Parties arising from or relating to the provisions of the Agreement shall first be resolved amicably. If an amicable resolution is not reached within a reasonable period, either Party shall have the right to submit the dispute to a court for resolution.
- 9.3. If any provision of the Agreement is deemed invalid, ineffective, or unenforceable, the Parties undertake to replace such invalid, ineffective, or unenforceable provision with a provision that fulfils the intended purpose of the original provision.
- 9.4. The rights of the Parties arising from the Agreement may not be transferred or assigned to any third party without the prior express written consent of the other Party, except in the case of the sale or transfer of a business or its part. The provisions of this Agreement are also binding on the legal successors of the Parties.
- 9.5. The Agreement may only be supplemented or amended by written numbered amendments. Changes to contact persons and communication details do not require an amendment to the Agreement. Any change becomes effective upon delivery of written notice to the other Party.