

General Purchasing Terms and Conditions of ICE Industrial Services a.s. (valid as of 1. 4. 2022)

Article I – Introductory Provisions

1. These General Purchasing Terms and Conditions (hereinafter "GPTC" of ICE Industrial Services a.s., IdNo: 29158541, with its registered office at Štěpánská 621/34, Nové Město, 110 00 Prague 1, registered with the Commercial Register of the Municipal Court in Prague, file No. B 18866 (hereinafter "ICE") form a part of Contract (as defined in Article II hereof).
2. In case of any discrepancy between the specification of Subject of Performance stated in Order (as defined below in Article II hereof) and this GPTC, specification of Subject of Performance stated in Order prevails.
3. Parties explicitly exclude application of any Supplier's General Terms and Conditions to the contractual relationship governed by Contract, unless stated otherwise in Order. In case of any discrepancy between Order and GPTC, the provisions of Order prevails.

Article II – Definitions

Below stated terms used in these GPTC shall have the following meaning:

"**Acceptance Protocol**" means a protocol signed by both Parties when accepting duly and timely delivered Subject of Performance. The following shall be considered as an acceptable form of Acceptance Protocol: Statement of Services, or in case of delivery of Goods, Bill of delivery.

"**Author's Work**" means a Work fulfilling the characteristics of author's work in sense of Section 2 of 121/2000 Coll., Copyright Act.

"**Civil Code**" means Act No. 89/2012 Coll., Civil Code, as amended.

"**Contract**" means for the purposes of these GPTC (depending on Subject of Performance) purchase contract, contract for work or innominate contract concluded between ICE and Supplier according to the procedure under Article III hereof. Order confirmed by Supplier shall also be considered as Contract.

"**Copyright Act**" means Act No. 121/2000 Coll., on Copyright and rights related to copyright and on amendment to certain Acts (the Copyright Act), as amended.

"**Goods**" means all objects, equipment (or equipment including Software) or any deliveries, which Supplier is obliged to deliver to ICE under Contract.

"**Order**" means a proposal for conclusion of Contract made by ICE to Supplier. Order must contain at least specification of Subject of Performance as to required quantity and price of Subject of Performance or at least a method of its additional calculation. These GPTC shall always form a part of Order.

"**Parties**" mean ICE and Supplier.

"**Related Person**" means a person which or who, in relation to Party, is a person (i) directly or indirectly controlled by Party, (ii) directly or indirectly controlling the Party, (iii) directly or indirectly subject to common control with the Party. For the purposes of these GPTC, "control" means a situation in which the controlling party may directly or indirectly exercise decisive influence over the controlled party (i.e. (i) may appoint or remove a majority of the persons who are members of the statutory body or persons in a similar position or members of the controlling body of the controlled party or of a person of which it is a member, or may enforce such appointment or removal; (ii) alone or jointly with persons acting in concert with it, acquires a share of voting rights representing at least 30% of the total votes of the controlled party.

"**Services**" means services provided by Supplier separately or as a part of the delivery of Goods and Work as specified in Contract.

"**Subject of Performance**" means Goods, Work (including Author's Work) or Services specified in Contract.

"**Supplier**" means a person or entity realizing Subject of Performance for ICE.

"**VAT Act**" means Act No. 235/2004 Coll., on Value added Tax, as amended.

"**Work**" means (i) creation of a particular thing, unless it falls within the purchase contract, its maintenance, agreed repairs or alterations; or (ii) materially recorded result of other activity.

Article III – Conclusion of Contract

1. ICE is entitled to issue written or electronic Order and send it to the registered address or email address of Supplier, as the case may be.
2. Contract is concluded only if Supplier accepts Order by its confirmation sent to ICE to its particular branch, or to the email address of the person who sent Order to Supplier. Supplier's reply containing any amendments, reservations, restrictions or other changes in Order or in GPTC shall have not effects of an acceptance in the meaning hereunder, however, it shall be considered as a counterproposal. ICE is not obliged to accept this counterproposal. If ICE accepts the counterproposal, Contract is concluded as of the date of acceptance of the new proposal by Supplier by one of the aforementioned methods.
3. ICE is entitled to revoke or change Order at anytime prior its confirmation by Supplier.
4. Supplier takes over the risk of change of circumstances and waives its right to demand restoration of Contract negotiations in sense of section 1765 para 1 and 2 of Civil Code.

Article IV Subject of Performance

1. Supplier undertakes that Subject of Performance complies with (i) the specification stated in Contract, (ii) requirements under applicable law and (iii) binding technical standards; and is delivered without any (material, construction, production or design) defects and it is eligible to be used for the intended purpose.
2. Supplier guarantees that Subject of Performance is free from any radioactive materials or other dangerous substances that can become a hazardous waste in terms of Act No. 541/2020 Coll., on Wastes, as amended, whereas Supplier meets all requirements in terms of this Act as well as Act No. 477/2001 Coll., on Packaging and on Amendments to Certain Other Acts, as amended.
3. Supplier is obliged to provide Subject of Performance with suitable packaging so that it is not damaged or destroyed during transport to the place of delivery. Such packaging must be adequate to stand rough handling, extreme temperatures, accidents during transport or storage. Packaging, marking and documentation relating to Subject of Performance shall conform to ICE's requirements specified in Contract.
4. All documentation related to Subject of Performance shall be submitted in Czech and in language of the end customer of ICE unless agreed otherwise by Parties.
5. Supplier undertakes to acquire all certificates necessary for use of Subject of Performance in terms of the relevant legal regulations (including EU regulations) in the language versions referred to in paragraph 4 of this Article. ICE may require copies of these certificates to be provided as part of the fulfilment of Subject of Performance. Supplier warrants that its quality assurance system for Subject of Performance is based on ISO 900x, or an equivalent, recognized international standard. Supplier is obliged to insure Subject of Performance against damage, theft and defects, at least in the amount of the value of Subject of Performance and for the period until the end of the warranty period in accordance with Article IX, para 3 of these GPTC.

Article V – Delivery, Performance of Contract

1. Subject of Performance shall be delivered by Supplier according to the terms (place, dates, method of delivery) set out in Contract in accordance with DDS (Incoterms 2020). Supplier is entitled to make delivery before the agreed performance date only with the express consent of ICE.
2. If the delivery time is not specified in Contract, the delivery time is understood to be a working day, within the time range of 8:00 to 16:00 hours.
3. Subject of Performance or parts thereof shall be deemed to have been delivered (completed) if delivered in accordance with Contract, at the time of signing of the

Acceptance Protocol by an authorized person of ICE, unless otherwise specified in Order.

4. Supplier shall notify ICE at least three (3) days in advance of delivery of Subject of Performance or any part thereof, electronically to the e-mail address of the authorized person of ICE specified in Contract.
5. If, at any time during the performance of Contract, a situation arises where Supplier is unable to meet all or part of the deadlines for delivery of Subject of Performance, Supplier shall immediately inform ICE of this fact. This is without prejudice to ICE's right to withdraw from Contract.
6. In the event that Work or the provision of relevant Services is carried out on ICE premises, Supplier shall take possession of the site and check that it is ready for the performance of Work or the provision of Services.
7. In carrying out Work or providing Services, Supplier shall be responsible for compliance with the regulations relating to the workplace/site and occupational health and safety, shall ensure that all its personnel comply with these regulations and rules and shall bear all liability arising from any breach of these obligations.
8. Upon delivery of Subject of Performance at the time and place specified in Contract, ICE shall conduct a preliminary inspection to determine whether Subject of Performance is complete and in conformity with the documents delivered, whether there has been any destruction or damage during shipment, and whether Subject of Performance has been delivered free from visible defects and in accordance with Contract. In the event of delivery of Work, ICE shall be entitled to run acceptance tests of Work in accordance with parameters previously approved by ICE, provided that the tests may run for up to 30 calendar days from the date of delivery of Work to ICE.
9. ICE shall not accept delivery of Subject of Performance in particular in the following cases:
 - (i) Subject of Performance does not conform to Contract (in particular, it has not been delivered in the quantity, quality, time and place specified in Contract or in the manner specified in Contract);
 - (ii) Subject of Performance is not fit for the purpose for which it is intended;
 - (iii) Subject of Performance is damaged;
 - (iv) the original packaging of Subject of Performance is damaged;
 - (v) Subject of Performance has not been delivered with all required documents.
10. Supplier shall deliver Subject of Performance through a subcontractor only with the prior consent of ICE. However, in such case, Supplier shall be liable for the delivery to the same extent as if it had carried out the delivery itself.

Article VI - Transfer of Ownership and Risk of Damage

1. If Subject of Performance is Goods, title and risk of damage to Goods shall pass upon delivery of Goods to ICE under the terms of Contract. If Subject of Performance is a tangible Work, or if Work is created as a result of Services provided, title shall pass to ICE upon creation of such Work and risk of damage shall pass to ICE only upon delivery of the Work to ICE under the terms of the Contract. Parties agree that Reservation of ownership shall not apply.
2. ICE shall acquire the rights to exercise any intellectual property forming part of Subject of Performance upon delivery of Goods to ICE or upon creation of Work, both under conditions set in Contract.

Article VII – Intellectual Property Rights

1. Supplier declares that Subject of Performance or any part thereof has no legal defects, that it is not encumbered by third-party rights relating in particular to property rights and intellectual property rights and that Supplier is fully entitled to dispose of Subject of Performance. If the Supplier's aforementioned declaration proves to be false, Supplier shall be liable to ICE for the consequences thereof in full, including liability for actual damage and loss of profit. If a third party asserts a right to Subject of Performance or a part thereof, Supplier undertakes to take the necessary measures to protect ICE's rights without undue delay and at its own expense, if ICE authorises it to do so.
2. If Subject of Performance or a part thereof is the Author's Work, Supplier grants to ICE for the duration of the author's proprietary rights to Author's Work, for the price specified in Order, an exclusive, transferable license, with the right to grant a sublicense (whereby the sublicensee is entitled to grant additional sublicenses), to exercise the right to use Author's Work (including updates to Author's Work, patches and other modifications to Author's Work) and any further versions thereof, i.e. In particular, to reproduce, translate, process, modify or otherwise alter or have altered, to combine with another work, as well as to include in a collective work, without limitation as to place and quantity, provided that this authorisation shall commence from the date of creation of Work, or the signing of Acceptance Protocol upon delivery of Goods including Author's Work. ICE shall not be obliged to use the license granted even in part.
3. Supplier shall indemnify ICE against all third party claims arising from infringement of copyright, trademark or design rights related to the use of Author's Work or any part thereof supplied by Supplier, provided that:
 - (i) ICE shall promptly notify Supplier of any claims arising out of such infringement and shall provide Supplier with all information that Supplier may reasonably

deem relevant, except for information protected by applicable law or ICE's confidentiality obligations.

- (ii) Supplier shall be present in court or other similar proceeding as an intervenor and act for ICE in court or other authority in accordance with applicable procedural law and to the extent permitted by procedural law;
 - (iii) ICE shall not admit any such claim, nor agree to any settlement agreement, nor make any payment with respect to any such claim without the prior written consent of Supplier.
4. Supplier shall further, in its sole discretion (without incurring any costs to ICE), obtain a license from the holder of the rights allegedly infringed by the subject Author's Work or part thereof, replace or modify the Author's Work or part thereof so that such rights are no longer infringed, or defend ICE against any claim arising out of such infringement; or, if such remedies are inadequate or disadvantageous, ICE may demand of Supplier to return the paid price and any costs associated with replacing the Author's Work or a part thereof.
 5. Should Subject of Performance be software (a computer program developed or supplied by Supplier and any updates, upgrades or corrections and copies thereof), Supplier shall deliver to ICE the source code of the software as well as all documents and materials necessary to operate and handle the software as Author's Work within the scope of the above license, on signing date of the Handover Protocol as the latest.

Article VIII – Price, Payment Terms

1. The price stated in Contract is agreed as final. The price includes all costs of Supplier necessary for the proper execution and delivery of Subject of Performance, unless specified otherwise in Order.
2. ICE shall pay the price only after full, proper and timely delivery of Subject of Performance on the basis of a tax document (invoice). The invoice shall (i) meet all the requirements stipulated for a tax document by VAT Act; (ii) contain a number of the relevant Order; and (iii) have attached or enclosed a fully completed and signed Acceptance Protocol or other documents required by Contract.
3. All tax documents issued by Supplier are due 60 days from their delivery to ICE to e-mail address: invoice@ice.cz.
4. If a tax document does not contain any particulars or contains incorrect information, ICE is entitled to return it to Supplier during the payment period. The payment period shall be interrupted and a new one of the appropriate length shall commence from the date of delivery of the newly issued or corrected tax document to ICE.

5. ICE shall make payments to Supplier by wire transfer to the account specified on Supplier's tax document and in the currency specified in Order.
6. Supplier shall not unilaterally set off its potential claims against ICE against claims of ICE against Supplier arising from Contract or other contractual obligations of Parties, nor to assign its potential claims against ICE to third parties without the prior written consent of ICE.
7. If Supplier is a VAT payer, it undertakes to indicate in each tax document only such bank account which the tax administrator has published in accordance with VAT Act in a manner allowing remote access (hereinafter referred to as the "Notified Account"). If, in such case, an account other than Notified Account is indicated in the tax document, ICE shall be entitled to transfer the relevant payment to any Notified Account of Supplier. Payment to any Notified Account (i.e. an account other than the account shown on the respective tax document) shall be deemed by Parties to be proper payment for performance under Contract.
8. If the competent tax administrator discloses in accordance with Section 106a of VAT Act the fact that Supplier is an unreliable payer or if payment for a taxable supply made by Supplier (VAT payer) in the Czech Republic is to be made in whole or in part by wire transfer to an account held by a payment service provider outside the Czech Republic (Section 109 of the VAT Act), ICE shall be entitled to withhold VAT from any invoiced payment for the taxable supply provided and to pay such VAT (without being required to do so as guarantor) on behalf of Supplier to the relevant tax authority. Upon payment of the VAT to the relevant tax authority in accordance with this clause, the payment of the taxable supply to Supplier net of the relevant VAT (i.e. the tax base only) shall be deemed by Parties to be proper payment under Contract (i.e. tax base and the amount of value added tax), and Supplier shall not be entitled to any interest on late payment, penalties, damages or any other penalties against ICE, even if such penalties are assessed by the tax authorities.

Article IX – Liability for Defects and Warranty

1. The Supplier guarantees that the Subject of Performance has no defects and corresponds to the technical parameters and quality specified in Contract. The delivery of the Subject of Performance with defects shall be considered a breach of Contract.
2. The legal relationship of liability for defects between Parties shall continue even if Supplier entrusts a third party with the removal of any defects in Subject of Performance. Supplier shall be liable for the performance of such third party as if it had performed itself.
3. The Supplier provides ICE with warranty of 24 months. The warranty period shall commence for Goods on the date of

ICE's approval of Acceptance Protocol and for Work from the date of commissioning of Work, up to a maximum of 36 months from the date of acceptance of Work or part thereof by ICE, unless otherwise stated in Contract. The warranty period shall not run for any period during which ICE cannot use Work due to defects of Work for which Supplier is responsible. The warranty for repaired and replaced parts shall run after the repair or replacement has been carried out on the basis of a report signed by Parties.

4. If ICE, within the warranty period, claims to Supplier defects in Subject of Performance, ICE shall be entitled to free, timely and proper defect removal by repair or replacement of the defective Subject of Performance with a defect-free one, provided ICE has right to choose between these two options. Supplier is obliged to repair or replace Subject of Performance, as the case may be, without undue delay, but not later than 30 days after Supplier receives notice of the defect. Failure to comply with this obligation is considered as a material breach of Contract.
5. If Supplier fails to remove the defect or provide substitute performance, ICE shall be entitled to:
 - (i) withdraw from Contract or any part thereof;
 - (ii) require a discount or
 - (iii) at Supplier's expense and risk, either itself or through a third party, remove the defects or procure replacement performance, without prejudice to Supplier's obligations under the quality guarantee and under liability for defects. Supplier shall pay such costs in full upon written demand of ICE, even if such costs are higher than if removed the defect or provided replacement itself.

In the event of withdrawal from Contract or any part thereof, Supplier shall, within 1 week of the date of the notice of withdrawal, remove the rejected Subject of Performance or part thereof at its own expense.

6. The costs associated with the claim of defects, including transport costs, shall be borne by Supplier.
7. The Supplier undertakes to provide, for at least 10 years, post-warranty repairs of Subject of Performance, including the procurement of spare parts, both for a usual price.
8. If it appears from the nature and use of Subject of Performance that decommission of Subject of Performance due to defects for a longer period of time could cause damage to ICE or another entity, Supplier shall begin to resolve the situation with the utmost professional effort within 36 hours from the time the defect is reported by ICE, even if Supplier has to do so at the location where Subject of Performance is operated, and to submit without undue delay to ICE for approval a substitute solution to the defect. Failure to do so shall be considered a material breach of Contract.

Article X – Sanctions. Damages

1. If Supplier is in default with realization of Subject of Performance and does not meet the deadlines specified in Contract, Supplier shall pay ICE a contractual penalty in amount of 0.3% of price of the unrealized Subject of Performance (undelivered Goods, Services or non-handed-over Work) for each commenced day of delay.
2. If Supplier fails to remove the defects of Subject of Performance under Article IX above, within the deadline stipulated in Contract, Supplier shall pay ICE a contractual penalty in the amount of 0.3% of Price for each commenced day of delay.
3. If the Supplier or its Related Persons breach any of the confidentiality obligations set out in Article XII of these GPTC, Supplier shall pay ICE a contractual penalty of CZK 500,000.00 (five hundred thousand Czech crowns) for each individual breach of such obligation.
4. The payment of the applicable contractual penalty shall be without prejudice to ICE's right to compensation for damages (including non-material damage) in the full amount of the damage caused.
5. In the event that the contractual penalty is reduced by the court, the right to compensation for damages shall remain to the extent that the damages exceed the amount determined by the court to be appropriate, without any further limitation.
6. If any legal regulation provides for a penalty (liquidated damages) for breach of a contractual obligation (at any time during the term of Contract), then such claim shall be without prejudice to the right to compensation of damage in excess of the liquidated damages provided by law.

Article XI – Termination of Contract

1. Should either Party breach Contract substantially, the other Party may withdraw from Contract without undue delay. Except for substantial breach of obligations explicitly stated in these GPTC, Supplier's delay in providing performance under Contract or in removing any defect in Subject of Performance lasting longer than 30 calendar days shall be also considered a substantial breach of Contract.
2. If substantial breach occurs and Party does not exercise its right to withdraw from Contract under the previous paragraph, Parties agreed that such breach of obligation shall be considered as a non-substantial breach. In such case the affected Party still has the right to withdraw from Contract for non-substantial breach of obligations; however, it is obliged to provide the Party in breach with reasonable time to remedy such situation. This also applies in cases where breach of contractual obligations shall be considered as a non-substantial breach from the beginning.

3. In case of non-substantial breach of obligations affected Party shall be entitled to withdraw from Contract, as long as the breach persists.
4. Withdrawal is effective as of the day when a written notification on withdrawal is delivered to the other Party.
5. Section 2003 of Civil Code shall not apply.
6. Affected party, however, shall not be entitled to withdraw from Contract in the event that: (i) breach of obligations is caused provably by the event of force majeure according to Article XIII hereof, or (ii) affected Party failed to provide required and relevant cooperation to other Party, whereas such failure to cooperate is in causal connection to the breach of obligation.
7. In the event of the provision of Services or other continuous or recurring activity, either Party shall be entitled to terminate Contract by giving a written notice to the other Party with notice period of 3 calendar months, unless otherwise specified in Contract. The notice period shall commence on the first day of the month following the month in which the notice is delivered to the other Party.
8. ICE is also entitled to terminate Contract in part, i.e. ICE is entitled to terminate the part of Contract relating to the provision of a particular type of Services, provided that the price for that type of Services is agreed separately. The price for the Service will be reduced after the termination period by the amount ICE was obliged to pay for the terminated part of Services as agreed between the Parties.

Article XII – Confidentiality

1. All data and information which Supplier acquires from ICE during the realization of Contract or in relation thereto, are considered confidential. Supplier undertakes (i) not to disclose confidential information, (ii) to use confidential information solely for the purpose of fulfillment of Contract, (iii) to make confidential information accessible only to such persons, for whom the knowledge of these is necessary for the purpose of performing under Contract and (iv) to ensure that such persons shall be subject to confidentiality obligation with respect to confidential information at least to the same extent as set forth in Contract.
2. Confidential shall not be considered information and data which
 - (i) are accessible to public at the time of its disclosure by ICE or any of its Related Persons;
 - (ii) were lawfully in Supplier's possession without any restriction on its use or disclosure prior to its disclosure under the terms of GPTC;
 - (iii) after disclosure under the terms of GPTC, becomes available to Supplier from a source other than ICE or any of its Related Persons that is not also bound by confidentiality obligations to ICE or any of its Related Persons with respect to such information (other than

- as a result of a breach of any legal obligation of such third party); or
(iv) has been exempted from the limitations of GPTC by written agreement of ICE and Supplier.
- The obligation of confidentiality shall continue for a period of three (3) years as of the termination of the contractual relationship between ICE and Supplier.
 - Parties shall furthermore be obliged to maintain the confidentiality of trade secrets within the meaning of Section 504 of Civil Code.
 - ICE retains all proprietary rights to confidential data and disclosures that have been made available under the terms of this GPTC or Contract.

Article XIII – Force Majeure

- For the purposes of these GPTC, force majeure shall be deemed to be an extraordinary unforeseeable and unavoidable obstacle arising independently of the will of Party which prevents Party from performing an obligation under Contract. It is an event occurring after the conclusion of Contract and which occurred without the fault of Party, unless caused by its error or negligence.
- Parties shall inform each other of the obstacle referred to in paragraph 1 above within five (5) calendar days of its occurrence at the latest and jointly seek possibilities for the implementation of the part of the performance that is not prevented by the obstacle. The circumstance of the obstacle must be documented by an independent authority (e.g. police, chamber of commerce, state authority).
- If the force majeure circumstance continues for more than sixty (60) days, ICE shall be entitled to withdraw from Contract with effect from the date of delivery of the notice to Supplier.

Article XIV – Final Provisions

- Contract including GPTC is governed by Czech Law, in particular by Civil Code. UN Convention on Contracts for the International Sale of Goods ("CISG") shall not be used.
- All disputes arising from Contract shall be ultimately resolved by relevant courts of the Czech Republic.
- Supplier is fully responsible for all taxes and fees, imposed in connection with the performance of Contract by relevant authorities with registered office both in the Czech Republic or elsewhere.
- Should any provision of Contract be held or deemed invalid or unenforceable, such invalidity or unenforceability shall have no result to invalidity or unenforceability of the whole Contract, however, the whole Contract shall be interpreted as if it does not contain the relevant invalid or unenforceable provisions or a part thereof and rights and obligations of Parties shall be interpreted accordingly.

- Parties agreed to exclude the application of the following provisions of Civil Code: 557, 1740 para 2 - 2nd sentence, 1740 para 3, 1743, 1767 para 2.
- Supplier is not entitled to transfer (as assignor) any of its rights or obligations under Contract or a part thereof to a third party without prior written consent of ICE.
- Supplier in accordance with Section 1765 para 2 of Civil Code takes over the risk of change in circumstances.
- Supplier acknowledges and agrees not to infer any rights and obligations from existing or future practice established between Parties or from practice observed in general or in the segment which the subject of Contract falls within, unless Contract specifically stipulates otherwise.
- Contract forms the entire agreement on subject matter of Contract and on all matters which Parties had and intended to agree on and which they consider to be important for the binding nature of Contract. No act or expression of Parties made during the negotiation of Contract or after the conclusion of Contract shall be interpreted in contrary to explicit provisions of Contract and shall not create any obligation of any of Parties.
- ICE is in sense of Section 1752 of Civil Code entitled to change these GPTC. Supplier shall be notified of such change via email at least one month prior to efficiency of such change and is entitled to refuse such a change within 10 business days as of the day of receipt of notification and terminate relevant Contract between ICE and Supplier with one month notice period.