

GENERAL PURCHASING TERMS AND CONDITIONS OF COSMONDE, a.s.

These General Purchasing Terms and Conditions of Cosmonde, a.s. (hereinafter the “**Terms and Conditions**”) stipulate the mutual rights and obligations of the Parties to the purchase agreement concluded by and between Cosmonde, a.s., Id. No.: 452 72 859, with its registered office at Dusíkova 795/7, 638 00 Brno – Lesná, registered in the Commercial Register kept by the Regional Court in Brno under File No. B 6393, as the Buyer, on the one part, and the supplier, as the Seller, on the other part.

1. Definitions

1.1 In these Terms and Conditions

1.1.1 “**Customer**” means Cosmonde, a.s., Id. No.: 452 72 859, with its registered office at Dusíkova 795/7, 638 00 Brno – Lesná, registered in the Commercial Register kept by the Regional Court in Brno under File No. B 6393;

1.1.2 “**Supplier**” means the person or company with whom the Customer enters into an agreement on the delivery of the Subject of Performance and/or provision of the Services;

1.1.3 “**Parties**” mean the Customer and the Supplier;

1.1.4 Individual “**Agreement**” means the contractual relationship between the Customer and the Supplier arising on the basis of the Customer’s purchase order confirmed in writing, which provides for the Supplier’s obligation to deliver the Subject of Performance and/or provide the Service to the Customer, and the Customer’s obligation to pay to the Supplier the agreed Price for the Subject of Performance delivered and/or Service provided;

1.1.5 “**Purchase Order**” means the Customer’s legal act aimed at entering into an individual Agreement, which is made in writing on the Customer’s form given in Annex 1 to these Terms and Conditions and which defines the Quality, quantity and Price of the Subject of Performance;

1.1.6 “**Subject of Performance**” means the Supplier’s performance under an individual Agreement in the form of a product, material or raw material in the agreed quantity and Quality;

1.1.7 “**Price**” means the price agreed in an individual Agreement that the Customer is obliged to pay to the Supplier under the terms and conditions stipulated in the Agreement or these Terms and Conditions;

1.1.8 “**Quality**” means a summary of the utility properties of the Subject of Performance as specified by the

Customer in the relevant individual Agreement or the Purchase Order and confirmed by the Supplier, including, but not limited to, the materials used, the manufacturing method, the quality of processing and the properties agreed in the Agreement;

1.1.9 “**Perishable Goods**” means a Subject of Performance which is sensitive in terms of time and temperature and which requires special treatment to maintain its Quality;

1.1.10 “**Framework Agreement**” means an Agreement concluded between the Parties which stipulates the terms and conditions binding on all the individual Agreements and relationships established by the individual Agreements, within the scope specified in the Framework Agreement;

1.1.11 “**Contact Address**” means the email address through which the Customer and the Supplier communicate with each other with the legal consequences under these Terms and Conditions and the relevant individual Agreement; the Customer’s Contact Address is the email address from which the Purchase Order is sent to the Supplier, and the Supplier’s Contact Address is the email address published by the Supplier as an address for communication or disclosed to the Customer by the Supplier for the purposes of communication or known to the Customer from the previous business relationship with the Supplier or the commercial practice established between the Parties.

1.1.12 “**Invoicing Address**” means the email address through which a Party receives tax receipts for the purpose of payment of the Price;

1.1.13 “**Sample**” means the form and Quality of the Subject of Performance agreed on and approved by the Parties;

1.1.14 “**Place of Performance**” means the Customer’s registered office;

1.1.15 “**Civil Code**” means Act No. 89/2012 Coll., the Civil Code, as amended;

1.1.16 “**Confidential Information**” means the provisions of the Framework Agreement or an individual Agreement, any performance under the Framework Agreement and an individual Agreement, facts disclosed or made available within the contractual relationship, and any information, data, facts or communications designated as “Confidential” or similarly by the disclosing Party, as well as, in particular, all commercial and technical information and data disclosed by one of the Parties to the other Party pertaining to the purpose for which the relevant contractual relationship is being concluded, on any data carrier – whether on paper or electronically,

except for facts publicly known or available or facts to the disclosure of which the Party has granted its prior consent. If data or information of confidential nature is disclosed orally, the other Party must be notified of the confidential nature in the oral communication and, subsequently, the confidentiality must be confirmed by the disclosing Party in writing within 3 days of the oral disclosure.

2. Introductory Provisions

2.1 The Terms and Conditions provide for the mutual rights and obligations of the Parties under a purchase agreement concluded between the Customer, as the buyer, on the one part, and the Supplier, as the seller, on the other part, and form an integral part of the Framework Agreement and an individual Agreement being concluded between the Customer and the Supplier.

3. Business and Delivery Terms

3.1. Purchase Agreement

3.1.1. For the purpose of negotiating on an individual Agreement, the Customer shall send a written Purchase Order to the Supplier by means of electronic communication, specifying the quantity and Quality of the Subject of Performance requested, indicating the unit price according to the Supplier's product Purchase Order available to the Customer, and the requested date and place of delivery of the Subject of Performance. For the purposes of concluding an individual Agreement, the Supplier is obliged to confirm the Customer's Purchase Order in writing at the Customer's Contact Address within 7 calendar days of the date of delivery of the Purchase Order to the Supplier's Contact Address. The Agreement is deemed concluded upon delivery of the Customer's Purchase Order confirmed by the Supplier to the Customer's Contact Address.

3.1.2. If the Supplier disagrees with the Customer's Purchase Order or its individual parts, the Supplier is obliged to notify the Customer in writing of any changes to the Purchase Order. These changes are valid and effective only if the Customer approves them in writing within three (3) business days of the date of delivery of the modified Purchase Order. If the Customer does not approve the changes, an individual Agreement is not deemed concluded. In the event of repeated communication of changes to the Purchase Order between the Parties, it holds that an individual Agreement is concluded only when one of the Parties confirms in writing the modified Purchase Order sent by the other Party.

3.1.3. Once an individual the Agreement has been concluded, the contents of the Agreement, especially the unit price, quantity and Quality of the Subject of Performance, may be modified only by written amendments confirmed by the Customer and the Supplier in writing. Otherwise, the Parties are obliged to provide their respective performance according to the original wording of the Agreement.

3.1.4. If the Parties conclude a Framework Agreement, the terms and conditions stipulated by the Framework Agreement and these Terms and Conditions are valid and effective and binding on the Parties in respect of all individual Agreements concluded on the basis of the Framework Agreement.

3.1.5. The Terms and Conditions form part of an individual Agreement, unless the Framework Agreement or the given individual Agreement stipulates otherwise.

3.1.6. The Supplier may not assign an individual Agreement to a third party or deliver the Subject of Performance through a third party (e.g. a subcontractor) without the Customer's prior written consent.

3.2. Price and its Maturity

3.2.1 The Price for the Subject of Performance is determined by agreement between the Customer and the Supplier on the basis of the relevant individual Agreement, Framework Agreement or price quotation. The Supplier's price quotation, including any changes thereto, must be communicated by the Supplier in writing and is binding on the Customer only if the Customer accepts the price quotation or any changes thereto in writing.

3.2.2 Unless the Parties agree otherwise, the Supplier is obliged to inform the Customer in writing of any change to the Supplier's price quotation not later than three months before the effective date of the change. If the Supplier fails to comply with the obligation under this paragraph, the Customer will be bound exclusively by the Supplier's original price quotation.

3.2.3 Unless the Parties agree otherwise, the Price is payable within 90 days of the date of fulfilment of the conditions pursuant to Art. 3.2.5 of the Terms and Conditions.

3.2.4 The Price agreed in accordance with the Terms and Conditions, the Framework Agreement or an individual Agreement is fixed and final, and includes all the Supplier's ancillary costs, including, but not limited to, palletisation, costs of packaging, insurance of the Subject of Performance during transport, transport price, etc.

- 3.2.5 If the Supplier is a VAT payer, VAT at the rate pursuant to the applicable legal regulations will be added to the Price, unless the amount of VAT is already stipulated in the individual Agreement.
- 3.2.6 The period of maturity of the Price commences upon the delivery of an invoice having all the accounting and tax requisites pursuant to the valid and effective legal regulations and containing proper identification of the individual Agreement in the form of a serial number, provided that the Subject of Performance was properly delivered by the Supplier to the Customer in accordance with the terms and conditions under the Agreement.
- 3.2.7 If the invoice does not have the legal requisites or does not contain information to identify the Agreement, the Customer may request that the Supplier correct the invoice. The period of maturity of the invoiced Price shall not run until the Supplier provides for a remedy and delivers a corrected invoice to the Customer, and shall commence anew in its entirety from the date of proper delivery of the corrected invoice.
- 3.3. Delivery Terms**
- 3.3.1 Delivery of the Subject of Performance is governed by INCOTERMS 2020. The Supplier is obliged to deliver the Subject of Performance within the period and to the place of performance under the individual Agreement. In case of non-compliance with the time of delivery, the Customer may claim a contractual penalty from the Supplier in the amount of 0,25% of the Price for each, even incomplete, day of the Supplier's delay and full compensation for damage, including lost profits. The contractual penalty serves a punitive function and does not exclude any other claims of the Customer, in particular the Customer's right to full compensation for damage and lost profits.
- 3.3.2 If the Supplier learns of any fact that would result in the Supplier not being able to fulfil its obligation to deliver the Subject of Performance properly and in due time, the Supplier is obliged to notify the Customer of this fact without delay in writing. The Supplier's failure to deliver the Subject of Performance properly and in due time constitutes a material breach of the individual Agreement and the Customer may withdraw from the Agreement.
- 3.3.3 Unless the Parties agree otherwise, upon the first delivery, the Supplier is obliged to hand over to the Customer the following:
- 3.3.3.1 Reference sample, material specification and drawings in case of negotiations on the Quality and form of the Sample, if the Subject of Performance is a packaging material;
- 3.3.3.2 Reference sample, safety data sheet and technical specifications in the case of the first delivery, in cases where the Subject of Performance is a raw material;
- 3.3.3.3 Declaration of conformity of a material intended to come into contact with food;
- 3.3.3.4 Declaration of compliance with the conditions for placing the packaging on the market pursuant to Act No. 477/2001 Coll., on packaging and on amendment to certain laws, as amended, in cases where the Subject of Performance is packaging;
- 3.3.3.5 Declaration on the use of chemicals pursuant to Regulation (EC) No 1907/2006 of the European Parliament and of the Council concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals, in cases where the Subject of Performance is a raw material.
- 3.3.4 Unless the Parties agree otherwise, the Supplier is obliged to deliver to the Customer together with the Subject of Performance
- 3.3.4.1 declaration of conformity of a material intended to come into contact with food;
- 3.3.4.2 a certificate of analysis;
- 3.3.4.3 GHS label in the Czech language in the case of a hazardous substance;
- 3.3.4.4 other documents as agreed.
- 3.3.5 The Supplier is responsible for the completeness, authenticity, accuracy and proper drafting of all the documents accompanying the performance. If the Supplier fails to submit the documents relating to the relevant Subject of Performance pursuant to this paragraph together with the Subject of Performance, the Customer is entitled to a contractual penalty in the amount of EUR 40 for each unsubmitted or incorrect document. The Supplier is obliged to hand over or send the missing documents pursuant to this paragraph to the Customer without delay after being notified of the failure. The contractual penalty serves a punitive function and does not exclude the Customer's right to full compensation for damage and lost profits.
- 3.3.6 If there is any change to the specification of the Subject of Performance or to the documents supplied with the Subject of Performance within the meaning of Art. 3.3.3 or Art. 3.3.4 above after the conclusion of the Agreement, the Supplier must inform the Customer of the change without delay. If the Supplier fails to fulfil this obligation, the Customer becomes entitled to a contractual penalty in the amount of 1 % of the Price.

The contractual penalty serves a punitive function and does not exclude any other claims of the Customer, in particular the Customer's right to full compensation for damage and lost profits.

- 3.3.7 Upon delivery of the Subject of Performance, the Supplier is obliged to submit to the Customer a bill of delivery containing at least the following information: number of the individual Agreement, number of the bill of delivery, item number, quantity (specified in units), batch number and identification of the Subject of Performance.
- 3.3.8 The Subject of Performance shall be deemed handed over if it is properly delivered by the Supplier to the place of performance under the individual Agreement, in the agreed quantity and Quality, together with the documents pursuant to Art. 3.3.3 of the Terms and Conditions, and taken over by the Customer. The Customer or a person authorised by the Customer shall confirm the handover and takeover of the Subject of Performance by signing the bill of delivery.
- 3.3.9 On the basis of the Customer's prior demonstrable consent, the Supplier may deliver the Subject of Performance earlier than on the date of delivery set out in the Agreement.
- 3.3.10 For the purposes of the Framework Agreement, the Parties expressly agree on a delivery period of 21 calendar days of the date of conclusion of the Agreement.
- 3.3.11 Unless the Parties agree otherwise, the Supplier is obliged to arrange for the transportation of the Subject of Performance to the place of performance under the Agreement within the agreed period. Unless the Parties agree otherwise, the Supplier is obliged to use suitable and reliable packaging material for the transport of the Subject of the Performance to ensure appropriate protection of the Subject of Performance against damage, as well as handling of the Subject of Performance by means of common handling equipment. The Supplier shall pack the Subject of Performance with care, taking into account all the possible transport risks.
- 3.3.12 The Supplier shall ensure flawless identification of the Subject of Performance, number of the Purchase Order, date of manufacture, shipping date, origin of the Subject of Performance, specification of the Supplier and information ensuring flawless determination of the quantity of the Subject of Performance using packing slips, signs, labels, etc.
- 3.3.13 Unless the Parties agree otherwise, the Supplier is obliged to take out, at its own expense, insurance of the

Subject of Performance during the transport thereof. The Supplier shall be fully liable for any damage to the Subject of Performance during transport.

- 3.3.14 The risk of damage to the Subject of Performance passes to the Customer upon its takeover. For the avoidance of any doubts, the Parties expressly agree that the passage of risk to the Subject of Performance is also subject to the bill of delivery being signed by the Customer.
- 3.3.15 If the Supplier is in delay with the delivery of the Subject of Performance, the Customer is entitled to a contractual penalty in the amount of 0.25% of the Price of the undelivered Subject of Performance excl. VAT for each day of delay. The contractual penalty serves a punitive function and does not exclude any other claims of the Customer, in particular the Customer's right to full compensation for damage and lost profits. If the Customer takes over the Subject of Performance late, the Customer is entitled to claim a contractual penalty for the delay in the delivery of the Subject of Performance before the Price is paid in full.
- 3.3.16 The Supplier shall deliver the Subject of Performance in the ordered quantity unless a deviation is expressly agreed. The Customer is entitled not to accept the Subject of Performance delivered in excess and may return it without a prior notice of returning the excess quantity of the Subject of Performance, at the Supplier's expense and risk and with a corresponding deduction from the Price if the excess quantity of the Subject of Performance is included in the Price.
- 3.3.17 If any obstacles arise on the part of the Supplier as a result of which the Supplier is unable to deliver the Subject of Performance in the ordered quantity, the Supplier is obliged to inform the Customer of this fact in writing without delay after becoming aware of it.
- 3.3.18 The binding values (quantity, weight, dimensions) relevant for exercising the rights under the previous Article are the values ascertained by the Customer upon takeover of the Subject of Performance.

4. Quality

- 4.1 The Supplier is obliged to deliver the Subject of Performance to the Customer in the quantity and Quality agreed in the individual Agreement. The Supplier shall document the Quality of the Subject of Performance, *inter alia*, by the relevant documents pursuant to Art. 3.3.3 of the Terms and Conditions, which the Supplier is obliged to provide to the Customer not later than upon handover of the Subject of Performance. If the Parties agree on the Quality of the Performance in the form of a Sample, the Supplier

is obliged to deliver the Subject of Performance in a Quality identical to the Quality of the Sample. If the Subject of Performance is a packaging material, the Supplier is obliged to deliver the Subject of Performance corresponding in Quality and form to the Sample.

- 4.2 The Supplier provides the Customer with a warranty for the Quality of the Subject of Performance for a period of thirty-six (36) months from the time of takeover of the Subject of Performance by the Customer unless the legal regulations lay down a longer period of time. The warranty period is automatically extended by a period commencing upon the occurrence of a defect and ending on the date of restoration of the Subject of Performance into a defect-free condition. In the event of substitute delivery of the Subject of Performance or removal of defects, a separate new warranty period commences for the substituted or replaced part of the Subject of Performance.
- 4.3 If Subject of Performance consists in Perishable Goods, the Supplier is obliged to inform the Customer of the manner of storage and handling of the Subject of Performance and is responsible for the defect-free nature of the Subject of Performance for a period of 2/3 of the total shelf life of the Subject of Performance (e.g. if the total shelf life of the Subject of Performance is 36 months, the Supplier is obliged to deliver the Subject of Performance with a shelf life expiring no sooner than 24 months of the date of takeover of the Subject of Performance by the Customer) provided that the conditions of the storage and handling of the Subject of Performance are met as communicated to the Customer. The shelf life at the time of takeover of the Subject of Performance by the Customer may not be less than 2/3 of the total shelf life of the Subject of Performance and must be at least 6 months.
- 4.4 If there is a risk that the Perishable Goods will retain their Quality for less than 6 months, the Supplier is obliged to notify the Customer of this fact in writing when negotiating on the Agreement. If the Supplier fails to notify the Customer of the fact pursuant to the preceding sentence, the Supplier shall be responsible for preserving the Quality of the Perishable Goods for a period of one (1) year.
- 4.5 If the Supplier delivers the Subject of Performance at variance with Art. 4.3 of the Terms and Conditions, the performance is deemed defective and the Customer may exercise rights based on defective performance within the meaning of Art. 5.6 and Art. 5.7 of the Terms and Conditions.

5. Rights Based on Defective Performance

- 5.1. Performance is deemed defective if the Subject of Performance does not have the Quality agreed in the individual Agreement or the Quality of the approved Sample or if the Subject of Performance is not delivered in the agreed quantity. If the performance is defective, the Customer becomes entitled to exercise rights based on defective performance. Rights based on defective performance include, in particular, the right to withdraw from the Agreement, the right to receive substitute performance, the right to receive a refund of a proportional part of the Price, and the right to receive a discount on the Price.
- 5.2. Apparent defects mean defects of the Subject of Performance that can be ascertained by the Customer when inspecting the Subject of Performance upon its takeover while exerting the usual care and diligence within the meaning of Section 4 of the Civil Code.
- 5.3. Hidden defects mean defects ascertained by the Customer as a result of processing of the Subject of Performance, testing of samples taken or in some other manner, within three (3) years of the date of takeover of the Subject of Performance.
- 5.4. If the Customer ascertains any defects of the Subject of Performance, whether apparent or hidden, the Customer is obliged to notify the Supplier of these defects in writing without undue delay at the Supplier's Contact Address. At the same time, the Customer shall also inform the Supplier in writing what right based on defective performance the Customer has chosen to exercise.
- 5.5. If the Customer ascertains any apparent defects of the consignment, i.e. damage to the packaging material of the Subject of Performance which may result in defects of the Subject of Performance, the Customer may refuse to take over the consignment or may take over the consignment with reservation. If the Subject of Performance is damaged as a result of its transport, the Customer has the right to receive substitute performance or to withdraw from the Agreement.
 - 5.5.1 If the Customer chooses to exercise its right to receive substitute performance, the Supplier is obliged to procure and deliver to the Customer a defect-free Subject of Performance without delay, but not later than within seven (7) calendar days.
 - 5.5.2 If the Customer withdraws from the Agreement, the Customer shall transport the defective Subject of Performance to the Supplier at the Supplier's expense and the Supplier is obliged to refund the Price to the Customer within thirty (30) calendar days of delivery

of the defective Subject of Performance.

- 5.6 If, as a result of the defects, the Subject of Performance cannot be used by the Customer, the Customer has the right to receive substitute performance and the right to withdraw from the Agreement.
- 5.6.1 If the Customer chooses to exercise its right to receive substitute performance, the Supplier is obliged to procure and deliver to the Customer a defect-free Subject of Performance without delay, but not later than within seven (7) calendar days.
- 5.6.2 If the Customer withdraws from the Agreement, the Customer shall transport the defective Subject of Performance to the Supplier at the Supplier's expense and the Supplier is obliged to refund the Price to the Customer within seven (7) calendar days of delivery of the defective Subject of Performance.
- 5.7 If only a part of the delivered Subject of Performance is defective, the Customer has the right to receive substitute performance, the right to receive a refund of a proportional part of the Price and the right to receive a discount on the Price.
- 5.7.1 If the Customer chooses to exercise its right to receive substitute performance, the Customer shall set the defective part of the Subject of Performance aside and return the defective part to the Supplier, both at the Supplier's expense. The Supplier is obliged to procure and deliver to the Customer a defect-free Subject of Performance within the scope of the defective performance without delay, but not later than within seven (7) calendar days.
- 5.7.2 If the Customer chooses to exercise its right to receive a refund of a proportional part of the Price, the Customer shall set the defective part of the Subject of Performance aside and return the defective part to the Supplier, both at the Supplier's expense. The Supplier is obliged to refund a proportional part of the Price to the Customer within thirty (30) calendar days of delivery of the defective part of the Subject of Performance.
- 5.7.3 If the Customer chooses to exercise its right to receive a discount on the Price, the Customer has to claim the discount on the Price from the Supplier in writing and the Supplier is obliged to refund the discount on the Price to the Customer within thirty (30) calendar days of the date of delivery of the claim. The Customer may set off the discount on the Price of the Subject of Performance unilaterally against the Price under another individual Agreement concluded with the Supplier.
- 5.8 If the defective Subject of Performance is acceptable

and usable for the Customer despite the existence of defects, the Customer has the right to receive a discount on the Price of the Subject of Performance. The Customer has to claim the discount on the Price from the Supplier in writing and the Supplier is obliged to refund the discount on the Price to the Customer within (30) calendar days of the date of delivery of the claim. The Customer may set off the discount on the Price of the Subject of Performance unilaterally against the Price under another individual Agreement concluded with the Supplier.

6. Compensation for Damage

- 6.1 In the event of defective performance by the Supplier, the Customer has the right to full compensation for damage and lost profits, in addition to the rights based on defective performance. The Customer shall inform the Supplier of the exercise of the right to compensation for damage and lost profits in writing at the Supplier's Contact Address. The notice of the exercise of the right to compensation for damage shall contain, as a minimum, the specification of the individual Agreement, the defects of the performance, and calculation of the damage and lost profits in money.

7. Withdrawal from an Individual Agreement

- 7.1. Each Party may withdraw from an individual Agreement on material grounds (for a cause) with immediate effect. Such material grounds exist especially if:
 - 7.1.1 a Party breaches an obligation following from the Agreement, where the breaching Party, at the conclusion of the Agreement, knew or should have known that the other party would not have concluded the Agreement had it foreseen such a breach.
 - 7.1.2 an event occurs as envisaged in Article 5 – Rights Based on Defective Performance of the Terms and Conditions, which provide for the right to withdraw from the Agreement;
 - 7.1.3 a court decides on insolvency or similar state of the Supplier;
 - 7.1.4 the Supplier files an insolvency petition (or a similar petition under other than the Czech laws) against itself;
 - 7.1.5 an insolvency petition (or a similar petition under other than the Czech laws) filed against the Supplier is dismissed on the grounds of insufficient assets in the sense of Act No. 182/2006 Coll., on insolvency and manners of resolving insolvency or similar foreign

legal regulations;

- 7.1.6 an insolvency trustee (or a similar person under a foreign legal regulation) is appointed with respect to the Supplier;
- 7.1.7 a resolution is adopted on forced or voluntary liquidation of the Supplier;
- 7.1.8 the Supplier becomes insolvent within the meaning of the Insolvency Act or a similar foreign legal regulation;
- 7.1.9 another similar situation arises on the part of the Supplier.

8. Governing Law and Jurisdiction

- 8.1 Any rights and obligations not expressly provided for in the Terms and Conditions, the Framework Agreement or the Agreement shall be governed by the laws of the Czech Republic, especially by Act No. 89/2012 Coll., the Civil Code.
- 8.2 The Parties agree that the provisions of Section 558 (2), Section 1726, Section 1728, Section 1729, Section 1744, Section 1751 (2), Section 1757 (2) and (3), Section 1798, Section 1950, Section 1995 (2), Section (1936), Section 2089 and Section 2103 of the Civil Code shall not apply to the contractual relationships established by the Framework Agreement and any individual Agreement.
- 8.3 In accordance with Section 1801 of the Civil Code, the Parties explicitly disapply Sections 1799 and 1800 of the Civil Code.
- 8.4 The Supplier assumes the risk of a change in the circumstances pursuant to Section 1765 of the Civil Code.
- 8.5 Section 1740 (3) of the Civil Code shall not apply to the process of concluding the Agreement and any amendments thereto.
- 8.6 The Parties further agree that they are obliged to resolve any and all disputes arising out of or in connection with the Framework Agreement or any individual Agreement primarily amicably. If, within a reasonable period of time, but no later than within 40 (twenty) business days from one Party informing the other Party of its intent to resolve the dispute, the Parties fail to settle the dispute amicably, either Party may submit the matter to the court. Any disputes shall be resolved by the Municipal Court in Prague or, in cases where substantive jurisdiction belongs to the district court, by the District Court for Prague 1.

9. Confidential Information

- 9.1 Without prior written consent of the other Party, neither of the Parties may disclose Confidential Information to a third party or make Confidential Information, even partly, accessible to a third party. The Parties may use any documents, data and information received in relation to Confidential Information only for a purpose set out in an individual Agreement or the Framework Agreement. The provision of information in the performance of a statutory duty or the provision of information to a court or arbitration tribunal in the exercise of any claims or rights following from the given contractual relationship, or the provision of information, documents and data to persons who form a corporate group (holding) with the given Party, as well as to consultants and other persons involved in the performance of obligations under an individual Agreement or the Framework Agreement or activities related to an individual Agreement or the Framework Agreement, who have a statutory or contractual confidentiality obligation, shall not be deemed a breach of the confidentiality obligation; neither of the Parties may release these persons from the confidentiality obligation in any relation to an individual Agreement or the Framework Agreement. The Parties agree to ensure that these persons are acquainted with the confidentiality obligation and are bound to comply with it to the same extent as the Parties. The confidentiality obligation shall not apply to:
 - 9.4.1 information that is publicly known at the time of execution of the relevant individual Agreement or the Framework Agreement or that is subsequently published in a manner other than by a breach of the obligation to maintain confidentiality by a Party;
 - 9.4.2 information that a Party must disclose in accordance with a legal regulation or a decision of a public authority authorised to do so on the basis of a legal regulation;
 - 9.4.3 information that the respective Party already demonstrably had at its disposal at the date of execution of the individual Agreement or the Framework Agreement;
 - 9.4.4 information disclosed to a Party by a third party without any requirements on limitation of its use or confidentiality requirement.
- 9.2 The confidentiality obligation under this Article of the Terms and Conditions shall survive the termination of the contractual relationship. In the event of breach of the obligations stipulated in Art. 9.1, the aggrieved Party becomes entitled to a contractual penalty in the

amount of EUR 2,000 for each such breach. The contractual penalty pursuant to this paragraph serves a punitive function.

- 9.3 The Supplier agrees that the Customer may process, collect and store personal data disclosed by the Supplier and other personal data that the Customer learns as a result of negotiating on an individual Agreement or the Framework Agreement. Such personal data will be processed and stored by the Customer for the purposes of performance of the Customer's obligations under the Agreement or the Framework Agreement.
- 9.4 The Supplier grants its consent pursuant to Art. 9.3 of the Terms and Conditions for the term of the contractual relationship established by an individual Agreement or Framework Agreement concluded between the Parties and for a further period of five (5) years from the exercise of all the mutual rights and fulfilment of all the mutual obligations between the Parties.
- 9.5 The Customer may, without further considerations, use information concerning the Subject of Performance disclosed by the Supplier to the Customer, as well as information made freely available by the Supplier, for the purposes of further disposal of the Subject of Performance within its business activities, especially for the purpose of its further processing, use, sale and promotion.

10. Final Provisions

- 10.1 In order for any act of either of the Parties to be legally effective under the Terms and Conditions, Framework Agreement or an individual Agreement, such an act must be made in writing to the Contact Address of the other Party.
- 10.2 The Terms and Conditions form part of every individual Agreement concluded between the Customer and the Supplier.
- 10.3 Within the contractual relationship with the Customer, the Supplier is obliged to comply with the Code of Conduct, which forms an integral annex to each individual Agreement.
- 10.4 An individual Agreement or the Framework Agreement may only be modified or supplemented by consecutively numbered written amendments executed by the Parties.
- 10.5 The Customer's invoicing address is the email address invoice@cosmonde.cz.
- 10.6 The Customer may amend the Terms and Conditions

within the meaning of Section 1752 (1) of the Civil Code. Such an amendment becomes effective fourteen (14) days after the delivery of the new wording of the Terms and Conditions to the Supplier's Contact Address. The Supplier may reject the amendment within fourteen (14) days of the date of delivery of the notice of amendment to these Terms and Conditions and terminate the individual Agreement or the Framework Agreement with a notice period of 7 business days.

- 10.7 In case of a conflict between these Terms and Conditions and the terms and conditions of the Supplier, these Terms and Conditions shall always be binding and decisive. The terms and conditions of the Supplier shall apply only and exclusively if the Customer agrees to their use in writing.
- 10.8 The Terms and Conditions enter into force and effect on 1 March 2024 and cancel any and all previous versions of the Terms and Conditions. The current version of the Terms and Conditions is available at the Supplier's registered office and online at <https://www.cosmonde.cz/wp-content/uploads/2024/03/GENERAL-PURCHASE-TERMS-AND-CONDITIONS-Cosmonde-a.s..pdf>