

GENERAL TERMS AND CONDITIONS OF PURCHASE

Petainer Czech Holdings s.r.o.

1. Parties

- 1.1. „**Buyer**” means Petainer Czech Holdings s.r.o., registered office at Aš, Skandinávská 2, postcode 35201, Reg. No.: 28981308, registered in the Commercial Register kept by the Regional Court in Pilsen, file no. C 24396.
- 1.2. „**Seller**” means the person, who is obliged to deliver the performance to the Buyer under the terms of the Contract. The Seller and the Buyer are also hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”.

2. Scope

- 2.1. The provisions of these General Conditions of Purchase (the “**Conditions**”) shall apply to all contracts between the Buyer and the Seller, including framework purchase agreements, individual or partial purchase agreements, any other contracts, orders, agreements or arrangements relating to the purchase of goods and/or the provision of related services entered into between the Buyer and the Seller, including contracts entered into by written or implied acceptance by the Seller of the Buyer's offer or order (e.g. by commencement of delivery of performance) (hereinafter referred to as “**Contract**”).
- 2.2. These Conditions shall apply whenever the Buyer acts in a contractual relationship as a purchaser of any goods and a purchaser of services related to the purchase of goods (all together referred to as “**Performance**”).
- 2.3. In the event that a framework agreement is entered into between the Buyer and the Seller, the provisions of such framework agreement shall prevail over the provisions of these Conditions, even if the framework agreement is not expressly referred to (e.g. in an order); however, if a deviation from such framework agreement or these Conditions is expressly agreed between the Parties in writing (e.g. in an order), the provisions so expressly agreed shall always prevail.
- 2.4. These Conditions form an annex to the Contract and are sent to the Seller together with the Buyer's order.

3. Other, different and conflicting terms and conditions

- 3.1. If the Buyer expressly accepts any offer made by the Seller, the offer shall be deemed to be accepted subject to these Conditions applying exclusively to the contract with the Seller. The Buyer hereby rejects the application of, and shall not be bound by, any other, different, conflicting terms and conditions attached to the offer or order confirmation by the Seller which are referred to in any way and/or contained in any correspondence between the Parties (including any forms, letters or documents of the Seller). Any variation and/or modification of these Conditions shall only be binding on the Buyer if mutually agreed by the Contract.

4. Delivery terms

- 4.1. Unless otherwise agreed by the Parties, delivery terms DDP Skandinávská 2, Aš, postcode 35201, Czech Republic, as defined by Incoterms 2024 shall apply.
- 4.2. The Buyer is entitled but not obliged to accept any partial or incomplete Performance.

5. Changes

- 5.1. The Seller is not entitled to make any changes to the Performance from the specification set out in the Contract without the Buyer's written consent.

6. Subject matter of the Performance

- 6.1. In the absence of any special requirements set out in the Contract, the Performance shall be delivered up to the state of the art, of first-class quality material and in accordance with the relevant generally applicable laws, national and international technical and other norms and standards, in accordance with the Buyer's requirements and fit for its purpose.
- 6.2. An integral part of any Performance shall be the supply of all documentation relating to the Performance provided. In particular, the Seller shall (depending on the circumstances and the nature of the Performance) deliver to the Buyer all warranty certificates, operating manuals, maintenance

manuals, parts lists, manufacturing drawings, certificates of origin, declarations of conformity of goods, documentation on weld tests and other documentation necessary for the proper and complete use of the Performance provided in accordance with the regulations in force in the Czech Republic. The Seller shall be obliged to document with the goods the extent to which the goods burden the environment during use and disposal, including the method of disposal. Unless otherwise agreed, all documentation must be provided at least in electronic form. If complete documentation is not provided, the Contract shall be deemed not to have been fully performed.

7. Time of performance

- 7.1. The Seller is obliged to perform the Contract within the period specified therein, otherwise without undue delay after the conclusion of the Contract. The Seller will also notify the Buyer of any delivery at least 2 (two) business days in advance.
- 7.2. All deadlines specified in the Contract are binding; any clauses or reservations by the Seller about the non-binding nature of delivery dates or deadlines are hereby rejected by the Buyer. The Seller acknowledges that any delay or other defective performance of its obligations may substantially affect Buyer's production and operations, particularly with respect to downstream technology and manufacturing processes, and may impact Buyer's performance of its obligations to its customers. In the event of an impending delay, the Seller shall promptly inform the Buyer, provide the reasons for the delay and take effective measures to eliminate the risk of delay by the Seller.
- 7.3. If the Seller breaches the obligation to perform the Contract within the agreed date or period, it is obliged to pay the Buyer, in addition to any damages incurred, a contractual penalty of 0.05% of the total price under the Contract for each commenced day of delay.
- 7.4. In the event that the delay in Performance is longer than 10 days, the Buyer shall be entitled to withdraw from the Contract or secure the undelivered Performance elsewhere at the Seller's expense. The withdrawal shall be effective upon delivery to the other Party.

8. Price, payment terms and invoicing

- 8.1. The price under the Contract is agreed as fixed (final) and includes all costs of the Seller related to the subject matter of the Contract, whether or not such Performance is expressly specified in the Contract, as the case may be, in particular the costs of production of goods, provision of services, transport costs, including customs duties and other taxes and fees, packaging costs, transport (including loading, unloading, transshipment), insurance.
- 8.2. All prices and amounts under the Contract shall be paid in the currency in which the price of performance is stated. The Seller shall bear the risk of fluctuations in exchange rates.
- 8.3. All payments between the Parties shall be made exclusively by electronic payments on the basis of tax documents issued by the Parties, which shall be issued in electronic form. Payment shall be deemed to be made on time even if the payment order is submitted to the bank on the last day of the period.
- 8.4. All payments shall be made by the Buyer to the Seller's bank account published in accordance with Section 96 of the VAT Act (if the Seller is a VAT payer).
- 8.5. The Buyer, as the recipient of the taxable supply, is entitled, within the meaning of Section 109a(1) of the VAT Act, to pay the tax on the taxable supply received on behalf of the Seller at any time without being called upon as a guarantor.
- 8.6. The Buyer will pay the purchase price after the Performance has been duly delivered in accordance with the Contract on the basis of the Seller's invoice, which shall contain all the elements of a tax document in accordance with applicable law. In the event that the invoice does not have all the requisites and is not accompanied by annexes specifying the delivery under the Contract, the Buyer is entitled to return the invoice

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- with reservations to the Seller without being in default. The due date shall start again upon receipt of the corrected invoice. The invoice will be issued and delivered to the Buyer by the 15th day following the delivery of the Performance under the Contract with a due date of at least 60 days from the date of delivery of the invoice to the Buyer. If the Performance exhibits any defects, however minor, the Buyer is entitled to suspend payment of the full price until the defects have been fully remedied.
- 8.7. The Seller assumes the risk of change in circumstances with respect to changes in exchange rates, price levels of materials, labour prices of employees and suppliers, freight prices and the price of other inputs necessary to perform the Contract.
- 8.8. By paying the price, the Buyer does not in any way declare or confirm the correctness of the Performance for which the price has been paid or its compliance with the Contract.
- 8.9. The Buyer is entitled to unilaterally set off its receivables against the Seller's receivables owed by the Buyer. The Seller is entitled to set off or assign its receivables owed by the Buyer only with the Buyer's prior written consent.
- 9. Acceptance of delivery**
- 9.1. Upon delivery and acceptance of the Performance, a delivery note will be confirmed by the Parties' representatives. The delivery note will always contain the order or Contract number (delivery reference). Upon confirmation of the delivery note, the Performance shall be deemed to have been delivered and accepted in accordance with the Contract.
- 9.2. The acceptance shall be subject to the procedures and standards of the ISO 9001 standard, which both Parties undertake to comply with during acceptance.
- 9.3. Acceptance of Performance under the Contract shall not exclude the Buyer's rights arising from defective performance. The Buyer shall be entitled to claim defects in the Performance even after acceptance and confirmation of the delivery note.
- 10. Risk of damage to the goods, transfer of ownership**
- 10.1. The risk of damage to all goods delivered under the Contract shall pass from the Seller to the Buyer in accordance with the agreed Incoterms delivery terms; if these are not agreed, then upon acceptance of the goods by the Buyer after confirmation of the delivery note.
- 10.2. The Buyer acquires ownership of the goods at the moment of the transfer of the risk of damage; this shall not apply if the Buyer has already acquired ownership.
- 11. Defects and claims**
- 11.1. The Seller is responsible for the quality of the goods, completeness and timeliness of delivery under the Contract.
- 11.2. As part of the quality control, the Buyer is entitled to subject selected goods to an initial inspection, including a laboratory test. Depending on the result of such laboratory test, the Buyer is entitled to claim defects in the goods not only from the tested delivery but also other goods if it can reasonably be assumed that they suffer from the same defect as the tested sample.
- 11.3. The Buyer is also entitled to claim defects in the goods at any time from the time of their receipt until they are used for their intended purpose within the scope of production.
- 11.4. Complaints of defects shall be made in writing, at least by e-mail, without undue delay after discovery of the defects and shall include a statement of the required procedure in accordance with paragraph 11.6 below.
- 11.5. Defective are in particular goods that do not have adequate quality, quantity, undamaged packaging or other agreed or usual characteristics, are not suitable for the purpose for which the Buyer buys them, are not complete or do not meet the requirements of legal or other regulations.
- 11.6. If the goods or any part thereof are defective, whether material or immaterial, the Buyer has the right to:
- a) withdraw from the Contract;
 - b) to remedy the defect by supplying a new item without defect or supplying a missing item;
 - c) to remove the defect by repairing the item;
 - d) a reasonable discount on the price under the Contract.
- 11.7. In the event that the Seller is not able to ensure the removal of the defect in the goods (in particular by delivering new goods) within a reasonable time after the claim, the Buyer is entitled to arrange for a replacement delivery of the subject goods or repair of defects at the expense of the Seller.
- 11.8. The Seller bears all costs related to the return of defective goods to the Seller and related actions within the framework of defect claims and their resolution. The Seller is obliged to assess the reasonableness of the claim of defects without undue delay, but no later than 5 days from the submission of the claim by the Buyer and the Seller shall promptly inform the Buyer in writing of the result of the assessment. If the Seller does not assess the reasonableness of the claim within the given period, it shall be deemed that the claim is justified. In the event that the Buyer chooses the procedure under this Article 11, paragraph 11.6, letter b) or c), the Seller shall be obliged to remedy the defects within 30 days of the assessment. If the Buyer chooses the procedure according to this Article 11, paragraph 11.6, letter d), the Seller is obliged to return to the Buyer the agreed part of the paid purchase price, or to provide a discount on the not yet paid purchase price, no later than 5 days after the complaint is assessed.
- 12. Provided Equipment**
- 12.1. If the Buyer provides the Seller with any items for the purpose of Performance of the Contract (e.g. equipment, moulds, parts, etc.) (hereinafter referred to as "**Equipment**"), such Equipment shall remain the property of the Buyer and the Seller shall not acquire any rights in rem, including any right of retention, and shall not be entitled to use or dispose of the Equipment in any way beyond the agreed use under the Contract. The Seller is obliged to take measures to prevent the merger of the Seller's and the Buyer's property, in particular to register the Equipment owned by the Buyer separately from the items owned by the Seller, to have the reservation entered in the relevant register (in particular the Cadastre of Real Estate) upon the Buyer's request, and the Seller is further obliged to notify the Buyer without delay of the commencement of insolvency or any other proceedings in which the Equipment could be affected.
- 12.2. The Seller shall be entitled to use the Equipment solely for the purpose of manufacturing or processing the goods supplied under the Contract and intended solely for the Buyer. The use of the Equipment for any other purpose shall only be possible with the prior written consent of the Buyer. If the Seller uses the Equipment for production for any entity other than the Buyer, this shall constitute a material breach of the Contract and the Seller shall return the Equipment to the Buyer immediately upon notice and shall transport it to the Buyer at its own expense.
- 12.3. The Seller shall use the Equipment in accordance with the instructions, manuals, guidelines and any other available documentation and proper procedures set out in industry standards, legislation and industry best practice. The Seller shall also regularly maintain and service the Equipment at its own expense and keep proper records of such maintenance and service.
- 12.4. The Seller shall immediately report any defects in the Equipment that prevent its operation to the Buyer. Repairs to the Equipment shall be carried out by the Seller at its own expense, but always after prior notification to the Buyer and approval of the repair by the Buyer.
- 12.5. The Seller shall be liable for damages caused in connection with the use of the Equipment to third parties for the period of placement of the Equipment on the Seller's premises. The Seller shall also be liable for any damage caused to the Equipment by the Seller's employees, contractors or third parties.
- 12.6. In case of violation of provisions 12.2, 12.3, 12.4 by the Seller, it is a material breach of the Contract.

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12.7. The Seller is obliged to return the Equipment upon the Buyer's notice at any time, in a condition consistent with normal wear and tear and including all documentation and records of service and repairs. The Seller shall remedy (or get repaired) any defects or wear and tear of the Equipment beyond the normal level at its own expense.

13. Other provisions

13.1. The Parties undertake to provide each other with maximum cooperation in the performance of the Contract.

13.2. If the Parties use any third party(ies) to perform this Agreement, they shall be liable as if they had performed the performance themselves. No exclusion or limitation of the Seller's legal liability is permitted.

13.3. The Seller declares that as of the date of conclusion of the Contract it has valid liability insurance covering damages that may be caused by or in connection with the performance of the Contract (including damages from the Seller's operations) to the Buyer and third parties, with an insurance limit adequate to the subject matter of the Contract, but in any case not less than CZK 5,000,000 per insured event. The Seller undertakes to keep this insurance in force throughout the period of performance of the Contract and to provide relevant valid insurance policy or insurance certificate to the Buyer upon request. Failure to arrange or maintain insurance or to provide proof of insurance constitutes a material breach of the Contract.

13.4. The Seller shall comply with all legislation relating to environmental protection, human rights, employment, occupational safety and shall also act in accordance with the highest possible standards, ethical, industry and generally accepted social norms in these areas and shall require such requirements of its suppliers and subcontractors.

13.5. The Seller undertakes to take all necessary measures to:

- protect the environment (both on and off site of Performance); and
- limit damage and inconvenience to persons and property caused by pollution, noise and other effects of the Seller's activities and/or works; and
- the prevention of illegal labour, forced labour, child labour and any wage or social disadvantage;
- ensure the rights of employees and proper conditions of employment, remuneration, recruitment and other conditions of work in accordance with the law; and
- ensure a safe working environment free from violence or oppression, including the prevention of any sexual violence; and
- ensuring safety of work.

In the event that the protected interests listed above are impaired as a result of the Seller's actions or activities, the Seller is obliged to agree with the Buyer on appropriate measures to remedy the situation.

13.6. The Seller undertakes to comply with the provisions of Directive (EU) 2024/1760 of the European Parliament and of the Council of 13 June 2024 on corporate sustainability due diligence and amending Directive (EU) 2019/1937 and Regulation (EU) 2023/2859. The Seller is particularly obliged to exercise due diligence in accordance with the above-stated Directive, including identification and rectification of any potential ESG risks throughout his entire supply chain.

13.7. The Buyer is entitled to conduct inspections of how the Seller and/or its suppliers and subcontractors comply with the ESG requirements and obligations. In particular, the Buyer is entitled to conduct ESG audits at the Seller and/or at its suppliers and subcontractors, and alternatively to request the results of ESG reports and certifications which the Seller and/or its suppliers or subcontractors have obtained; certifications include, for example, ISO 14001, SA8000, SMETA, EcoVadis scoring, and other. The Buyer is further entitled to request that the Seller and/or its suppliers and subcontractors perform measuring and that they provide the Buyer with measurable ESG data/information, such as carbon

footprint, portion of recycled parts, or adherence to appropriate working conditions. The Seller is obliged to provide any and every requested cooperation and to ensure that its suppliers and subcontractors also provide such cooperation.

13.8. If the supplier and/or the subcontractor fails to comply with the ESG requirements and/or obligations, or if an audit conducted by the Buyer concludes that the supplier and/or subcontractor does not comply with the ESG requirements and/or obligations, the Buyer is entitled to refuse to engage such supplier and/or subcontractor in the provision of the Performance. The Seller is obliged to respect Buyer's refusal and to ensure that the Performance will be provided by supplier and/or subcontractor who will meet the ESG requirements and obligations.

13.9. The Seller is obliged to comply with the Buyer's Code of Conduct, available at <https://www.petainer.com/cs/legal/code-of-conduct>

13.10. Any concerns or suspicions regarding fair dealing, honesty and integrity, as well as violations of human rights and environmental laws, may be communicated by the Seller through the Buyer's confidential channel accessible at <https://www.app.faceup.com/cs/c/ubfd6ml0/page/JGFnZT0zMTg5NQ==>

13.11. The Seller shall be liable for any losses, expenses and/or damages suffered as a result of the Seller's failure to deliver the goods in a timely and proper manner or other breach of the Contract by the Seller, including, without limitation, expenses incurred in connection with the purchase of substitute Performance or incidental and consequential damages caused by the Seller's failure or non-performance, including damages and contractual penalties asserted against the Buyer by its customer as a result of the Seller's failure or non-performance. If a contractual penalty for breach of the Seller's obligation is stipulated in the Contract or these Conditions, this shall not affect the Buyer's claim for damages against the Seller.

13.12. In no event will the Buyer's liability to the Seller, its employees, agents, suppliers or subcontractors for any claim arising directly or indirectly out of or in connection with the Contract exceed an amount equal to the price of the Performance under the Contract. At the same time, the Buyer shall be liable only for actual damages; the Buyer's liability to the Seller for lost profits, production losses or other indirect or consequential damages is excluded.

13.13. A Party shall not be liable for breach of its obligation under the Contract if it proves that it was temporarily or permanently prevented from fulfilling its obligation by an extraordinary, unforeseeable and insurmountable obstacle arising independently of its will and/or actions (hereinafter referred to as "**Force Majeure**"). However, the Seller shall not be entitled to invoke Force Majeure for failure of its subcontractor to fulfil its contractual obligations, even if its subcontractor was prevented from fulfilling its obligations by Force Majeure, as well as for other reasons provided for by law. The Seller may be exempted from liability for non-performance of the Contract due to Force Majeure only if the Seller sends the Buyer a written notice specifying (i) the type of event of Force Majeure that prevents the Seller from performing the Contract and (ii) the obligations under the Contract that the Seller is unable to perform due to the occurrence of the event of Force Majeure; the Seller must attach documentary evidence to the notice to credibly prove its claims. The Seller shall send the notice without undue delay after the occurrence of the Force Majeure event, otherwise the Seller shall be released from liability only from the moment the notice is delivered to the Buyer. At the same time, the Seller is obliged to take all measures to mitigate the effects of the Force Majeure event on the performance of the Seller's contractual obligations. After the Force Majeure event has passed, the Seller shall make every effort to eliminate or minimize the resulting delay.

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- 13.14. The Seller shall comply with all obligations under ISO standards (in particular ISO 9001) of which the Buyer is a holder and undertakes to cooperate in maintaining them
- 13.15. The Parties hereby undertake to process the personal data provided to them or made available to them during the performance of the Contract in accordance with the law.
- 13.16. The Parties undertake to maintain the confidentiality of any information of which they become aware in connection with the Contract. This obligation shall survive the termination of all other rights and obligations under the Contract.
- 13.17. The Seller shall maintain the confidentiality of all confidential information of which it becomes aware in the course of the Parties' cooperation, in particular the Buyer's manufacturing processes, production facilities and products, technical specification of the Buyer's products (including all plans, drawings, moulds, etc.), about the Buyer's intellectual property, know-how and trade secrets, as well as any other information that is not publicly available and can be considered confidential (hereinafter referred to as "**Confidential Information**"). The Seller shall not be entitled to use the Confidential Information for any purpose other than as provided for in the Contract, in particular for its own purposes or for the benefit of third parties, or to disclose or publish Confidential Information in any way. The Seller shall pay a contractual penalty of CZK 100,000 for each breach of these obligations within 15 days of the Buyer's request.
- 13.18. The Seller is obliged to have all necessary permits, licenses, registrations and authorizations required by the relevant legislation in order to perform its obligations under the Contract and carry out its activities.
- 13.19. The Seller is obliged to comply with all rules and standards set for the sale of goods, to provide them with certificates, declarations of conformity, etc. The Seller shall also obtain all approvals, licenses, permits, transport, import and export and other certificates, lists of packaging, exemptions, inspections, permits and any other documents required by applicable law in connection with the goods or services, in particular in connection with the proper handling and use of the goods supplied and the proper provision of related services, and shall provide them to the Buyer upon request.
- 14. Final provisions**
- 14.1. All legal relations of the Parties shall be governed by the laws of the Czech Republic, excluding the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods. All disputes arising out of and in connection with the Contract shall be settled by the District Court for Prague 4.
- 14.2. The Contract may be amended, supplemented, changed or cancelled only in writing, and any amendment to this provision may also be made only in writing.
- 14.3. These Conditions shall apply to all Contracts and orders placed or entered into by the Buyer from the date of September 1st 2025