General Terms and Conditions of Sale

Valid from 11 September 2026

1 General and Scope

1.1 These General Terms and Conditions of Sale (the "Terms") apply to all quotations, sales and deliveries of products ("Products") and performance of services ("Services") by CRYTUR, spol. s r.o. ("Seller") to a customer acting in the course of its business or professional activity ("Customer"). An "Order" means Customer's written order for Products or Services as accepted by Seller in accordance with Section 2.3. These Terms do not apply to consumers.

1.2 These Terms form an integral part of every quotation, order confirmation and contract between Seller and Customer unless Seller expressly agrees otherwise in writing.

1.3 Seller expressly rejects any additional or different terms contained in Customer's purchase order, portal, acknowledgement, general purchasing conditions or other document. Seller's acceptance of an Order is expressly conditional upon Customer's acceptance of these Terms. Customer's acceptance of Products or Services, payment of an invoice, or instruction to commence performance constitutes acceptance of these Terms.

1.4 In case of conflict, the following order of precedence applies: (i) a specific written agreement signed by authorized representatives of both parties; (ii) Seller's written order confirmation or quotation, but only to the extent it expressly deviates from these Terms; and (iii) these Terms.

1.5 No waiver, amendment or deviation from these Terms is binding upon Seller unless expressly agreed in writing by an authorized representative of Seller.

2 Orders and Contract Formation

2.1 All orders shall be placed by Customer in writing.

2.2 An order shall identify, as applicable, Customer's legal name and billing and delivery addresses, identification number, Product or Service specification, quantity, unit price, required delivery date and any agreed acceptance criteria.

2.3 All orders are subject to Seller's acceptance. A contract is formed only when Seller issues a written order confirmation or otherwise expressly accepts the order in writing.

2.4 Orders may not be cancelled, rescheduled or changed without Seller's prior written consent. Where Seller consents to cancellation, Customer shall pay a cancellation fee equal to ten percent (10%) of the net value of the cancelled portion of the Order, unless a different cancellation fee is stated in Seller's quotation or order confirmation, plus all reasonable costs and commitments resulting from the cancellation, including work in progress, completed Products, purchased or

committed material, non-cancellable supplier commitments, external processing and reasonable administrative and handling costs. Where Seller consents only to rescheduling or a change, Customer shall reimburse all reasonable resulting costs and commitments. The cancellation fee is intended to compensate Seller for administrative effort, capacity allocation and commercial disruption and is payable in addition to non-recoverable costs actually incurred.
2.5 Any technical or commercial change requested after Order acceptance may result in an adjustment of price, delivery date, warranty, acceptance criteria or other conditions.

3 Prices, Taxes and Delivery Terms

3.1 Unless otherwise stated in the quotation, quoted prices are valid for ninety (90) days.
3.2 All prices are net prices and exclude value-added tax, customs duties, levies, withholding taxes and other governmental charges, which shall be borne by Customer unless mandatory law requires otherwise.
3.3 Unless otherwise expressly agreed in writing, prices are quoted EXW Seller's premises (Incoterms® 2020). Customer shall bear freight, insurance, export/import charges and packing costs exceeding Seller's standard packing.
3.4 Additional costs arising from Customer-requested changes, Customer-Nominated Suppliers, Customer Property, repeated manufacturing operations, special inspections or other circumstances allocated to Customer under these Terms shall be invoiced separately.

4 Payment

4.1 Payment shall be made by bank transfer or by another payment method expressly accepted by Seller.
4.2 Payment is deemed made only when the full payable amount is irrevocably credited to Seller's account.
4.3 Unless otherwise stated in the quotation or order confirmation, invoices are due in full within thirty (30) days from the invoice date.
4.4 In case of late payment, Seller is entitled to statutory default interest and recovery costs under applicable Czech law, without prejudice to any other remedy.
4.5 If Customer is in default with any payment or if Seller reasonably considers Customer's creditworthiness to have materially deteriorated, Seller may, after notice where reasonably practicable, suspend performance, stop Products in transit, withhold deliveries, require advance payment or adequate security, or cancel the affected Order. Such action shall not constitute Seller's breach.

4.6 Customer may not set off, deduct or withhold any amount from sums due to Seller except for claims acknowledged in writing by Seller or finally adjudicated by a competent court, or where mandatory law provides otherwise.
4.7 All bank charges, correspondent-bank fees and other costs of transferring payment to Seller shall be borne by Customer. For international bank transfers, Customer shall use fee instruction "OUR" or an equivalent arrangement ensuring that Seller receives the full invoiced amount without deduction.

5 Delivery, Risk and Title

5.1 Unless otherwise expressly agreed, delivery shall be EXW Seller's premises (Incoterms® 2020). Risk of loss or damage passes in accordance with the agreed Incoterm. Customer's obligation to pay is not affected by loss of or damage to Products after risk has passed.
5.2 To the maximum extent permitted by applicable law, title to Products remains with Seller until Seller has received full payment of all amounts due for the relevant Products. Risk may pass before title.
5.3 Customer shall inspect each shipment promptly upon physical receipt at the destination. Visible transport damage shall be recorded with the carrier immediately upon receipt. Customer shall notify Seller in writing of quantity discrepancies, visible damage and other defects reasonably detectable on receipt no later than six (6) working days after physical receipt. Failure to notify within that period may bar claims that could reasonably have been detected by such inspection. This inspection period does not alter the transfer of risk under the applicable Incoterm or relieve Customer from preserving claims against the carrier.
5.4 Seller's delivery dates are estimates unless expressly confirmed in writing as binding. Seller shall not be liable for delay caused by carriers, Customer, Customer-Nominated Suppliers, force majeure or other circumstances beyond Seller's reasonable control. A non-material delay does not entitle Customer to cancel an Order.
5.5 If delivery or performance is delayed by Customer, Customer shall bear all resulting reasonable costs, including storage, preservation, additional handling and rescheduling costs.
5.6 Seller may make partial deliveries and invoice them separately unless expressly agreed otherwise.

6 Inspection, Acceptance and Warranty

6.1 Unless otherwise agreed in writing, Seller provides a warranty period of twelve (12) months from the date of shipment or twelve (12) months from installation, but in no event longer than

fifteen (15) months from the date of original shipment.
6.2 If a Product or Service fails to conform to the expressly agreed specification during the warranty period, Customer shall notify Seller in writing without undue delay and describe the alleged non-conformity in reasonable detail (a “Warranty Claim”).
6.3 At Seller's request, Products claimed to be defective shall be returned to Seller for inspection within fourteen (14) days after Seller's return authorization, carriage paid by Customer unless Seller agrees otherwise.
6.4 Seller will review a Warranty Claim and normally confirm within seven (7) working days after receipt of the relevant Product or sufficient information whether the claim is covered by warranty. If the investigation reasonably requires more time, Seller will inform Customer and provide an estimated completion date.
6.5 If Seller determines that a Warranty Claim is covered, Seller shall, at Seller's sole discretion: (i) repair the non-conforming Product or reperform the affected Service; (ii) replace the non-conforming Product or relevant portion; or (iii) refund the net price actually paid for the affected Product or Service.
6.6 If Seller determines that a Warranty Claim is not covered, Seller will provide a reasonable explanation and may offer repair, replacement or other work at Customer's cost.
6.7 The warranty does not apply to defects, failures or damage caused in whole or in part by improper transport, handling, storage, installation, integration, maintenance, use outside agreed conditions, accident, vandalism, unauthorized alteration, abuse, misuse, normal wear and tear, Customer design, Customer Specifications, Customer Property, a Customer-Nominated Supplier, or combination with products or systems not supplied or approved by Seller.
6.8 The remedies in this Section 6 are Customer's sole and exclusive contractual remedies for defective or non-conforming Products or Services. To the maximum extent permitted by applicable law, Seller disclaims all other express or implied warranties not expressly stated in Seller's quotation, order confirmation or these Terms, including warranties of merchantability, fitness for a particular purpose, system compatibility, lifetime, production output or suitability for Customer's intended application.
6.9 Unless expressly agreed otherwise in writing, Seller is not responsible for removal, access, disassembly, installation, reinstallation, integration, recalibration, field service, travel, testing, validation or other costs associated with a Warranty Claim.
6.10 To the maximum extent permitted by applicable law, repair, replacement or reperformance shall not restart, renew or extend the original warranty period. The repaired, replaced or reperformed item remains covered only for the unexpired portion of the original warranty period,

unless mandatory applicable law requires otherwise.

7 Build-to-Print Products and Customer Design Responsibility

7.1 Where Products are manufactured or processed in accordance with drawings, specifications, CAD data, samples, models, material requirements, process requirements or other technical information provided or approved by Customer (collectively, "Customer Specifications"), Seller acts solely as a manufacturer to Customer Specifications unless Seller expressly agrees in writing to assume design responsibility.

7.2 For Build-to-Print Products, Seller warrants only that the Product will materially conform to the agreed Customer Specifications within the expressly agreed tolerances and acceptance criteria.

7.3 Seller does not warrant and assumes no responsibility for the design, functionality, fitness for a particular purpose, intended use, safety, system compatibility, regulatory compliance or performance of any Build-to-Print Product.

7.4 In particular, Seller does not warrant that a Build-to-Print Product will function correctly in Customer's or any third party's equipment, assembly or system, or that its installation, incorporation or use will not cause or contribute to malfunction, deterioration, loss of performance, failure or damage to such equipment, assembly or system.

7.5 Customer is solely responsible for the correctness, completeness and suitability of Customer Specifications, for validation of the design, and for determining whether the Product is suitable and safe for its intended application and integration into Customer's or any third party's equipment or system.

7.6 Conformity of a Build-to-Print Product with the agreed Customer Specifications constitutes full contractual conformity of that Product, irrespective of whether the Product ultimately performs as intended in Customer's application.

7.7 Any technical comments, manufacturability review, process recommendations, proposed tolerance changes or other technical assistance provided by Seller do not constitute design approval, design validation or assumption of design responsibility. Customer remains responsible for final written approval of Customer Specifications.

7.8 Any deviation from or modification to Customer Specifications proposed by Seller becomes part of the Customer Specifications only after written approval by Customer. Such approval remains Customer's validation of the resulting design unless Seller expressly agrees in writing to assume design responsibility.

7.9 Customer is responsible for ensuring that Seller receives the latest approved revision of all Customer Specifications. Seller shall not be liable for consequences of manufacturing according to

a revision provided or approved by Customer.
7.10 To the maximum extent permitted by applicable law, Seller shall not be liable for damage to machinery, equipment, assemblies, systems, products or other property into which a Build-to-Print Product is installed or incorporated where such damage results from or relates to Customer Specifications, Customer's design, intended use, integration or system-level interaction and the Build-to-Print Product conforms to the agreed Customer Specifications.

8 Customer Property, Customer-Supplied Material, Repair and Rework

8.1 Any products, components, assemblies, materials, equipment, samples, tools or other property supplied by or on behalf of Customer to Seller for repair, rework, refurbishment, modification, machining, coating, testing, inspection or other processing are “Customer Property”.
8.2 To the maximum extent permitted by applicable law, Customer Property remains at Customer's sole risk at all times, including while in Seller's possession, custody or control and during transport arranged by or for Customer.
8.3 Where Customer Property was not originally manufactured by Seller, Seller assumes no responsibility for its original design, manufacture, material condition, workmanship, prior use, previous repairs, remaining service life, functionality, reliability or fitness for purpose. Seller is responsible only for performing the specifically agreed Services with reasonable care and in accordance with any expressly agreed work instruction.
8.4 Seller shall not be liable for pre-existing, latent or hidden defects, material weakness, fatigue, internal stress, contamination, corrosion, prior damage, improper previous repair, improper treatment or other conditions of Customer Property that were not reasonably detectable before commencement of the Services.
8.5 Customer acknowledges that handling, disassembly, machining, processing, coating, heat treatment, cleaning, testing, repair, rework or reassembly may reveal, aggravate or cause failure of a pre-existing condition. Such failure or damage shall not by itself constitute defective performance by Seller.
8.6 Unless expressly agreed otherwise in writing, Seller does not warrant that Customer Property can be successfully repaired, restored or returned to its original condition or functionality. An unsuccessful repair or rework attempt does not by itself constitute defective performance by Seller.
8.7 Customer acknowledges that certain diagnostic, repair or rework activities may reasonably require disassembly or destructive intervention and may involve an inherent risk of damage. Damage arising from such reasonably necessary intervention does not constitute Seller's breach

unless caused by Seller's failure to exercise reasonable care.

8.8 Customer warrants that, before delivery to Seller, it will disclose all known defects, damage, prior repairs, hazardous substances, contamination and other conditions of Customer Property that may affect the safety, feasibility or performance of the Services. Customer shall be responsible for losses, costs or damage resulting from material information that Customer failed to disclose.

8.9 Customer shall maintain, at its own cost, adequate insurance covering the full replacement value of Customer Property, including while Customer Property is in Seller's possession. To the maximum extent permitted by applicable law, Customer shall look to its own insurer for loss of or damage to Customer Property and shall procure a waiver by its insurer of subrogation or recourse against Seller.

8.10 Failure by Customer to maintain insurance, or inability to obtain a waiver of subrogation, does not increase Seller's liability.

8.11 Seller may request Customer to disclose the approximate value of Customer Property solely for handling, security, logistics or risk-management purposes. Any declared value does not constitute Seller's acceptance of liability for that value.

8.12 Without prejudice to any broader exclusion or limitation in these Terms, if Seller is nevertheless held liable for loss of or damage to Customer Property, Seller's aggregate liability in relation to such Customer Property shall not exceed the net price actually paid for the specific Services giving rise to the claim, except to the extent such limitation is prohibited by mandatory applicable law. For specifically identified high-value Customer Property, Seller may expressly agree in the quotation or order confirmation to a different fixed liability cap; no such higher or different cap applies unless expressly stated in writing for the relevant Customer Property and Order, and any such agreement does not create a precedent for other Orders or property.

8.13 Customer shall be responsible for reasonable damage to Seller's equipment or property caused by an undisclosed hazardous, contaminated or defective condition of Customer Property, except to the extent directly caused by Seller's conduct for which liability cannot lawfully be excluded or limited.

9 Customer-Nominated Suppliers

9.1 A “Customer-Nominated Supplier” means any supplier, manufacturer, source, material, component or process source that Customer requires, mandates or otherwise restricts Seller to use, whether the relevant material or component is purchased by Seller or supplied directly by Customer.

9.2 Where Customer requires use of a Customer-Nominated Supplier, Seller shall not be

responsible for the quality, conformity, reliability, performance, traceability or timely availability of materials, components or services supplied by that source, except for Seller's own obligations expressly agreed in writing.
9.3 Customer assumes the risk of defects, non-conformities, latent defects, deficiencies and delays attributable to a Customer-Nominated Supplier.
9.4 Seller may perform incoming inspection in accordance with Seller's standard procedures or an expressly agreed inspection plan. Successful incoming inspection, release to production or acceptance of a material or component does not constitute confirmation that it is free from latent, hidden or subsequently detectable defects.
9.5 Customer acknowledges that certain defects may become detectable only after machining, grinding, polishing, coating, heat treatment, cleaning, bonding, assembly, integration, testing or other subsequent manufacturing operations.
9.6 If a defect or non-conformity attributable to a Customer-Nominated Supplier is discovered after processing has commenced, Customer shall bear all reasonable costs incurred by Seller up to the point at which the defect is detected, including material, external processing, machining, processing, labour, work in progress, assembly, inspection, testing, disassembly, rework, scrap, handling and related production costs.
9.7 Customer shall also bear all reasonable additional costs required to obtain replacement material or components and to repeat manufacturing, processing, assembly, inspection, testing or other operations made necessary by the supplier-related defect or non-conformity.
9.8 Any delivery schedule shall be reasonably extended by the time required to investigate and resolve a Customer-Nominated Supplier issue, obtain replacement material or components and repeat affected operations. Seller shall not be liable for resulting delay.
9.9 Seller's obligation regarding claims against a Customer-Nominated Supplier is limited to reasonable cooperation with Customer and, where legally and contractually possible, passing through to Customer any supplier warranty or compensation actually obtained by Seller.
9.10 Sections 9.2 through 9.9 do not apply to the extent that the relevant defect should reasonably have been detected by an incoming inspection expressly agreed between Seller and Customer and Seller failed to perform that agreed inspection with reasonable care.

10 Intellectual Property

10.1 To the maximum extent permitted by applicable law, Seller does not accept liability for third-party Intellectual Property Rights claims arising from Customer's possession, use, resale, offering for resale, integration or combination of Products, except to the extent expressly assumed by

Seller in a written agreement.
10.2 If an Order is executed in accordance with Customer Specifications, Customer's drawings, plans, CAD data, samples, software, materials, process instructions or other requirements, Customer shall defend, indemnify and hold Seller harmless from and against all third-party claims, losses, damages, liabilities, costs and reasonable legal fees arising from alleged infringement of Intellectual Property Rights caused by compliance with such Customer-provided or Customer-approved requirements. This obligation survives completion, expiration or termination of the relevant Order.
10.3 Nothing in these Terms grants Customer any licence or other right in Seller's existing or future Intellectual Property Rights, know-how, processes, tools or manufacturing methods except the limited right necessary to use the Product as supplied.
10.4 Seller retains all rights in its background Intellectual Property Rights and know-how, including manufacturing processes, tooling concepts, process parameters, methods, recipes, fixtures, inspection methods and improvements existing before or independently of an Order, unless expressly assigned by Seller in writing.
10.5 For purposes of these Terms, "Seller Process Foreground IP" means any new or improved know-how, invention, discovery, technique, process parameter, recipe, manufacturing method, tooling or fixture concept, inspection method or other process-related improvement developed by or for Seller in connection with performance of an Order, including improvements relating to crystal growth, material processing, machining, grinding, polishing, coating, metallization, bonding, encapsulation, assembly, testing or inspection.
10.6 Unless expressly agreed otherwise in a separate written development agreement signed by Seller, all Seller Process Foreground IP shall remain the exclusive property of Seller, even where developed specifically in connection with Customer's Order, while adapting or manufacturing to Customer Specifications, or where Customer pays engineering, development, tooling, qualification or non-recurring charges. Payment of such charges does not by itself transfer or assign any Intellectual Property Rights or know-how of Seller.
10.7 Customer retains its rights in Customer's pre-existing drawings, specifications and product-design information supplied to Seller. Subject to Seller's confidentiality obligations, Seller remains free to use its general skills, experience, manufacturing know-how and Seller Process Foreground IP for other products and customers, provided Seller does not disclose Customer's confidential information or Customer-specific product design.

11 Limitation of Liability and Customer Indemnities

11.1 To the maximum extent permitted by applicable law, Seller shall not be liable for loss of profit, revenue, production, use, business opportunity, anticipated savings, goodwill, reputation, customers, contracts, orders or data; business interruption or downtime; promotional or manufacturing expenses; recall, sorting, inspection, testing, removal, access, disassembly, installation, reinstallation, field service, travel, substitute product, replacement-system or recalibration costs; or any penalties, liquidated damages or other amounts payable by Customer to any third party. These exclusions apply whether such loss is characterized as direct, indirect, incidental, special, punitive or consequential.

11.2 To the maximum extent permitted by applicable law, Seller's total aggregate liability arising out of or in connection with any Order, Product or Service, irrespective of the legal basis of the claim, including contract, tort, warranty, indemnity, statutory duty or otherwise, shall not exceed the net purchase price actually paid to Seller for the specific Product or Service giving rise to the claim. All claims arising from the same or related facts, circumstances, defect or event shall be treated as a single claim.

11.3 For a long-term framework arrangement or other strategically significant relationship, Seller may expressly agree in writing to an alternative aggregate liability cap where the standard cap in Section 11.2 would be commercially inappropriate. Such alternative cap may be stated as a fixed amount or by reference to net amounts paid to Seller under the relevant framework during a specified preceding period, for example six (6) or twelve (12) months. No alternative cap, cap floor or higher liability amount applies unless the applicable formula or amount is expressly stated in a signed agreement, quotation or order confirmation. Unless expressly stated otherwise, any such alternative cap does not modify the exclusions in Section 11.1 or the special Customer Property cap in Section 8.12.

11.4 Customer shall defend, indemnify and hold Seller, its affiliates, directors, employees and agents harmless from third-party claims, losses, damages, liabilities, costs and reasonable legal fees arising out of or relating to:

(a) Seller's compliance with Customer Specifications, Customer's designs, drawings, CAD data, samples or instructions;

(b) modification, repair, installation or integration of a Product by anyone other than Seller;

(c) use of a Product in combination with other products, equipment or systems;

(d) Customer's intended use, application, system design or regulatory obligations;

(e) Customer Property or a Customer-Nominated Supplier, except to the extent expressly allocated to Seller under these Terms;

(f) any representation, warranty, guarantee or commitment made by Customer to a third party that exceeds Seller's express obligations; or
(g) Customer's failure to comply with applicable safety, regulatory, export-control or sanctions requirements.
11.5 As between Seller and Customer, Customer shall be responsible for third-party claims relating to the Product or Service to the extent arising from matters allocated to Customer under these Terms. Nothing in these Terms purports to bind a third party that is not a party to the relevant contract.
11.6 Unless expressly agreed otherwise in writing, Seller provides no system-level warranty and assumes no responsibility for the operation, performance, reliability or safety of any equipment or system incorporating a Product.
11.7 Nothing in these Terms excludes or limits liability to the extent that such liability cannot lawfully be excluded or limited under mandatory applicable law, including liability that cannot be excluded for intentional misconduct, gross negligence, injury to natural rights, or mandatory product-liability obligations. Any such non-excludable liability shall be limited to the maximum extent permitted by law.

12 Export Control and Regulatory Compliance

12.1 Customer shall comply with all export-control, sanctions, customs and trade laws and regulations applicable to the purchase, transfer, resale, export, re-export, use or end use of Products and Services.
12.2 Customer shall provide accurate end-user, end-use, destination and other compliance information and documents reasonably requested by Seller.
12.3 Seller may suspend or refuse performance without liability where Seller reasonably determines that performance may violate applicable export-control, sanctions or trade restrictions, or where a required licence or authorization is denied, delayed, revoked or not obtained.
12.4 Customer shall not resell, transfer, export or re-export Products in violation of applicable law or contrary to any written restrictions notified by Seller.

13 Confidentiality

13.1 Customer shall keep confidential all non-public technical, business, financial, commercial and trade-secret information received from Seller in connection with Seller's Products, Services, quotations, pricing, processes or business.

13.2 Customer shall use such information solely for evaluation, purchase, integration and use of Seller's Products or Services and shall disclose it only to personnel and professional advisers with a need to know and equivalent confidentiality obligations.
13.3 The confidentiality obligations do not apply to information that Customer can demonstrate was lawfully known without restriction before disclosure, becomes public through no breach by Customer, is lawfully received from a third party without confidentiality restriction, or is independently developed without use of Seller's confidential information.
13.4 Confidentiality obligations survive for five (5) years after the relevant disclosure; trade secrets shall remain protected for as long as they retain trade-secret status under applicable law.

14 Force Majeure and Hardship

14.1 Seller is not liable for failure or delay in performance caused by events beyond Seller's reasonable control, including natural or artificial disaster, fire, flood, epidemic or pandemic, war, armed conflict, terrorism, civil unrest, strike, labour shortage, carrier delay, energy shortage, shortage of material or components, supplier failure, cyber incident, governmental action, export restriction, inability to obtain licences or authorizations, or acts or omissions of civil or military authorities.
14.2 Seller's time for performance shall be extended for a period reasonably corresponding to the impact of the force-majeure event. Seller may allocate available capacity and materials among customers in a commercially reasonable manner.
14.3 If a force-majeure event materially prevents performance for an extended period, Seller may cancel the affected unperformed portion of an Order without liability or penalty by written notice to Customer.
14.4 If, after Seller's quotation or acceptance of an Order, there is an extraordinary and reasonably unforeseeable increase in the cost of energy, industrial gases, transport, tariffs, critical components, rare, precious, crystal, optical or other raw materials, or other material production inputs, Seller may request an equitable adjustment of the affected price and/or delivery schedule. For purposes of this Section, a material cost increase exists in particular where (i) the market price of a critical input increases by more than twenty percent (20%) compared with the cost basis reasonably used by Seller for the quotation, or (ii) Seller's reasonably documented aggregate direct cost of performing the affected Order increases by more than ten percent (10%).
14.5 Upon such request, the parties shall promptly negotiate in good faith an adjustment reasonably reflecting the increased cost burden. Seller may provide reasonable supporting information while protecting confidential supplier pricing, formulas and know-how.

14.6 If the parties do not reach agreement within ten (10) working days after Seller's written request, Seller may suspend procurement or performance of the affected portion of the Order and/or extend the delivery schedule without liability. If no agreement is reached within twenty (20) working days, Seller may cancel the affected unperformed portion of the Order without liability or penalty.
14.7 Sections 14.4 through 14.6 do not apply to the extent that the relevant cost increase was caused primarily by Seller's own avoidable delay or breach. These hardship provisions are independent of, and do not limit, Seller's rights under the force-majeure provisions above.

15 Miscellaneous

15.1 If any provision of these Terms is held invalid, illegal or unenforceable in whole or in part, the remaining provisions remain in full force. The invalid provision shall be interpreted or replaced to the minimum extent necessary to achieve, as closely as legally possible, its intended commercial effect.
15.2 Failure or delay by Seller to exercise any right does not constitute a waiver of that right.
15.3 Customer may not assign or transfer an Order or any rights or obligations under it without Seller's prior written consent. Seller may assign receivables and may transfer an Order to an affiliate or legal successor.
15.4 Seller's quotation, order confirmation, any specific written agreement and these Terms constitute the entire agreement concerning the relevant Order and supersede prior discussions or communications relating to the same subject matter, except in case of fraud or mandatory law.
15.5 Headings are for convenience only and do not affect interpretation. The words “including” and “includes” mean “including without limitation”.
15.6 If these Terms are translated, the English version prevails in case of inconsistency unless Seller expressly agrees otherwise in writing.

16 Governing Law and Jurisdiction

16.1 These Terms and every Order shall be governed by and construed in accordance with the laws of the Czech Republic, excluding its conflict-of-law rules.
16.2 The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
16.3 To the extent permitted by applicable law, the courts having subject-matter jurisdiction for Seller's registered office shall have exclusive jurisdiction over disputes arising out of or in connection with these Terms, any Order, Product or Service.

16.4 Nothing in Section 16.3 prevents Seller from seeking interim, protective or injunctive relief, or enforcing a payment claim, in any other court having jurisdiction.
16.5 For customers outside the European Union or where cross-border enforcement considerations make court litigation impractical, Seller and Customer may expressly agree in a quotation, order confirmation or separate written agreement that disputes shall instead be finally resolved by arbitration administered by the Vienna International Arbitral Centre (VIAC) under the Vienna Rules, with the seat of arbitration in Vienna, Austria and the language of the proceedings English. Where such an arbitration clause is expressly agreed, it supersedes Section 16.3 for the relevant contract. In the absence of such express agreement, Sections 16.1 through 16.4 apply.

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