General Terms and Conditions of Purchase

§ 1 General Information

These Terms and Conditions govern the contractual relationship between **CRYTUR, spol. s r.o.**, with its registered office at Na Lukách 2283, 511 01 Turnov, Company ID No.: 252 96 558 (hereinafter referred to solely as CRYTUR) and its contractual partner – supplier or service provider (hereinafter also referred to as the "Supplier"). These Terms and Conditions form an integral part of commercial offers, orders, and concluded contracts and are binding for the entire contractual relationship between CRYTUR and the Supplier. The Supplier's terms and conditions shall only apply, should they be expressly confirmed in writing by CRYTUR. Neither an omission nor payment or acceptance of goods or services nor any previous business practice or custom between CRYTUR and the Supplier shall constitute approval of the Supplier's terms and conditions.

§ 2 Ordering Process and Awarding of Contracts

2.1. By means of a request for quotation, CRYTUR asks the Supplier to submit a free, binding offer to CRYTUR. The Supplier shall base the offer on the descriptions, requirements and objectives of CRYTUR as the customer. Should the Supplier not confirm the order in writing within 3 working days of delivery, CRYTUR shall consider it confirmed.

2.2. The award of a contract/order, i.e. the conclusion of a contract between CRYTUR and the Supplier, is only possible in writing; any other form is excluded; the written form is also observed in the case of electronic communication via email.

2.3. The Supplier is not entitled to assign the concluded contract or the rights and obligations arising therefrom to a third party without the prior written consent of CRYTUR. The Supplier is not entitled to entrust the performance of the contract to a third party (subcontractor) without the prior written consent of CRYTUR. The Supplier is obliged to list its subcontractors at the request of CRYTUR.

2.4. CRYTUR may revoke the proposal to conclude the contract (order) at any time without giving any reason, provided that should the revocation or withdrawal occur at any time before the Supplier has commenced performance, CRYTUR shall not be obliged to compensate the Supplier for any damage or loss; should the withdrawal or cancellation occur later, CRYTUR shall be liable to the Supplier for damages up to the amount of the costs demonstrably and purposefully incurred by the Supplier up to that point.

2.5. Verbal agreements must be confirmed in writing to be valid.

2.6. The Supplier is obliged to check the correctness of all documents received from CRYTUR during the conclusion of the contract and to notify CRYTUR immediately of any discrepancies, contradictions or errors, otherwise it shall be liable for any damage caused thereby.

2.7. CRYTUR is entitled to request a change to the content of the order and/or the concluded contract at any time, and the Supplier is obliged to agree to this change, unless this is technically impossible or otherwise unacceptable to the Supplier. In the event of a change to the order, the increased or reduced costs must be adjusted accordingly.

2.8. The basis for deliveries and performance for CRYTUR is that the Supplier remains competitive in terms of price, quality, innovation, and reliability of supply. If a technically comparable competitive solution can be implemented under better conditions (in particular price conditions) than those specified in the contract concluded between CRYTUR and the Supplier, CRYTUR shall be entitled to renegotiate the price with the Supplier.

§ 3 Deliveries

3.1. The dates or deadlines specified by CRYTUR are binding; these are fixed dates unless otherwise agreed in writing. Delivery to the place of delivery is decisive for compliance with delivery dates or deadlines. Partial deliveries are permitted solely with the mutual agreement of CRYTUR.

3.2. The Supplier is obliged to inform CRYTUR immediately in writing should circumstances arise or be likely to arise that could cause a delay in delivery.

3.3. Should the Supplier be in default, CRYTUR may demand – in addition to other legal claims – a contractual penalty of 0.3% of the net price of the performance with which the Supplier is in default for each completed working day of the delay, but not more than 5% of the net price of such performance in total. The agreement or payment of a contractual penalty shall not affect CRYTUR's right to claim damages in full.

3.4. Unconditional acceptance of a delayed delivery or performance does not constitute a waiver of any relevant claims for compensation.

3.5. Unless otherwise agreed, the place of performance shall be the registered office of CRYTUR. The risk of damage to the subject matter of the performance shall pass to CRYTUR upon acceptance of the performance. Transport insurance costs shall be borne by the Supplier, unless otherwise specified.

3.6. In the event of force majeure, the relevant provisions of the Civil Code shall apply. The Supplier and CRYTUR shall be released from their obligations for the duration and to the extent of the force majeure. Force majeure shall be events that are unforeseeable and unavoidable and are beyond the control of the affected party. The affected party must immediately inform the unaffected party of the circumstances that led or could lead to the force majeure event as soon as these circumstances become known to the affected party. The party affected by force majeure must make every effort to overcome or mitigate it.

Notwithstanding the above, during the period in which the Supplier is affected by force majeure, CRYTUR shall be entitled to perform the subject of performance itself or through third parties, in which case CRYTUR shall not be obliged to accept the Supplier's performance to the extent of such substitute performance, without CRYTUR being obliged to compensate the Supplier for any damage incurred or to provide any other compensation.

3.7. The Supplier is liable for all damage or harm arising in connection with a defect in the performance provided by it, in full.

3.8. All documents provided by the Supplier to CRYTUR upon conclusion of the contract, such as delivery sheets, must contain a reference to the existing CRYTUR order number.

§ 4 Initial Inspection, Material Defects, Quality

4.1. The initial inspection of the performance provided by CRYTUR is strictly limited to identifying the performance (goods) in terms of quantity and obvious defects, checking delivery and test documents, and identifying externally recognizable transport damage. No internal initial inspection of technical quality is carried out on materials/cooperation/goods/services, and the Supplier is therefore obliged to send quality documentation in accordance with the ČSN EN 10204 standard.

4.2. CRYTUR is entitled to notify the Supplier of any defects in performance at any time after their discovery during the proper processing and inspection of performance.

4.3. The subject matter of the contract shall be considered defective should it not correspond to the order, specifications and drawings, not exhibit the agreed quality, not correspond to other agreed arrangements, not correspond to the samples provided by the Supplier, not be manufactured in accordance with technical standards, not comply with all applicable legal requirements, should it infringe the rights of third parties or the Supplier did not develop or manufacture according to CRYTUR's express specifications

4.4. By providing the performance (delivery of goods or services), the Supplier assumes a warranty for the quality of the performance towards CRYTUR. The warranty period is 24 months. Should the performance be defective, a new warranty period shall commence from the beginning with regard to any replacement or repaired performance.

4.5. Should the Supplier check for defects with the consent of CRYTUR or remove a defect, the warranty period shall be suspended from the date of delivery of the defect notification to the Supplier until the Supplier informs CRYTUR of the final result of the inspection or declares the defect to have been removed or refuses to continue removing the defect. See 4.4.

4.6. Should CRYTUR incur costs as a result of defective deliveries, in particular transport, travel, labor, and material costs, assembly or disassembly costs, or should the costs of inspection upon acceptance of the goods exceed the usual scope, these costs shall be borne by the Supplier. See 3.7.

4.7. The Supplier must comply with recognized technical rules, safety regulations and agreed technical data for its delivery. Changes to the subject matter of the contract, the approved production process or relocation to another site require the prior written consent of CRYTUR.

4.8. CRYTUR may, at any time after reasonable notice and during normal working hours, carry out reasonable inspections and quality audits of the Supplier's production processes and equipment.

4.9. The Supplier undertakes to comply with all applicable laws, regulations, and other binding public law provisions relating to its business and the products to be delivered.

For products, materials, and methods that require special handling based on laws, regulations, other provisions, or their combination, or based on their impact on the environment or in relation to transport, packaging, labeling, storage, handling, production and disposal, it is imperative to comply with the legal regulations of the country of manufacture, the country of sale and the EU countries. In this case, the Supplier shall provide CRYTUR with the necessary documents and materials in a timely manner. All hazardous substances and substances hazardous to water may only be delivered upon presentation of a safety data sheet in accordance with applicable legislation and subsequent approval by CRYTUR.

§ 5 Prices, Payment Terms, Withdrawal, Retention of Title, Shipping Regulations

5.1. The prices agreed in the order are fixed and include everything required for the fulfillment of the contract and ancillary services including packaging. Transport shall be carried out to the destination specified by CRYTUR at the expense of the Supplier. Deliveries shall be made "DAP" (INCOTERMS 2020), unless otherwise agreed.

5.2. Value added tax is not included in the price.

5.3. Payments shall be made by CRYTUR upon receipt of flawless performance based on proper and VAT-compliant invoices and complete delivery notes, delivery slips and tests, unless otherwise agreed, within 45 days net.

5.4. CRYTUR is also entitled to make payments through another company that forms a group with CRYTUR; CRYTUR shall notify the Supplier of this fact in writing prior to making the payment.

5.5. Without the prior written consent of CRYTUR, the Supplier is not entitled to assign the contract with CRYTUR or any claims or rights arising therefrom to a third party.

§ 6 Liability, Approval, Insurance Coverage, Subcontractors

6.1. The Supplier guarantees that the delivered products meet the legal requirements for product safety at the customer's location and in EU member states and that, if necessary, the relevant declarations will be provided.

6.2. The Supplier shall be liable to CRYTUR for all direct and indirect damage or loss arising from breach of contract, defective deliveries or performance or other breach of obligations, as well as for consequential damage, and shall also indemnify CRYTUR against claims by third parties.

6.3. Should CRYTUR or one of its customers take measures to avert risks, the Supplier shall be fully liable if the risk or measure was caused by its inadequate performance, material defects in its delivery or other breaches of the Supplier's obligations.

6.4. The Supplier undertakes to take out product insurance "Liability insurance for damage caused by a product defect" including insurance for the costs of withdrawal from the end market with adequate coverage and to provide proof of this upon request. The Supplier's liability is not limited by this coverage amount.

6.5. Unless otherwise agreed in writing, the Supplier is bound in an appropriate manner to all obligations arising from the Supplier relationship with CRYTUR. Unless otherwise agreed in writing, subcontractors are considered to be its representatives and the Supplier is responsible for the actions or omissions of these subcontractors as for its own actions or omissions.

§ 7 Patents, Protective Rights

7.1. The Supplier guarantees CRYTUR that the use and further transfer of the ordered goods and services is permissible without infringing the rights of third parties, including intangible property rights and trade protection rights.

7.2 Should the subject of the Supplier's performance or any part thereof be protected by intellectual or industrial property rights, the Supplier hereby grants CRYTUR the exclusive right to use it. This right applies to all forms of use without any restrictions as to territory, quantity, time or form of use. CRYTUR is also entitled to modify, change, combine with other outputs or incorporate the performance or any part thereof into another performance at its discretion. This authorization also includes the right to transfer or grant these rights to third parties, either for consideration or free of charge. CRYTUR is entitled, but not obliged, to exercise these rights.

§ 8 Compliance, Sustainability

8.1. In the event that a Supplier repeatedly and/or despite appropriate instructions acts unlawfully, violates laws or contractual obligations, CRYTUR reserves the right to withdraw from existing contracts or to terminate them without compensation immediately or upon expiry of the notice period.

8.3. The Supplier is obliged to implement and maintain appropriate technical and organizational security measures in line with the current state of technology to ensure the proper security of information or data from CRYTUR or data that is transferred to CRYTUR.

8.4. During the performance of the contract, the Supplier shall use the necessary resources (in particular materials, energy and water) efficiently and minimize the impact on the environment (in particular with regard to waste, wastewater, air pollution and noise). This also applies to logistics/transport.

8.5. Should the performance have an impact on the environment, the Supplier undertakes to introduce, operate and, by submitting the relevant certificate to CRYTUR, demonstrate, no later than two years after the start of the contract, a certified management system in accordance with ISO 14001 or a recognized and certified management system derived therefrom.

8.6. Upon request, the Supplier shall immediately provide CRYTUR with information to enable CRYTUR to assess the quantitative evaluation of the Supplier's resource efficiency in relation to the total annual scope of the contract (e.g., total energy costs; CO_2 emissions; total water consumption; amount of wastewater from the process; amount of waste; VOC emissions). In addition, the Supplier shall provide CRYTUR, upon request, with data (including material usage data) for the environmental impact assessment in connection with the subject matter of the delivery.

§ 9 Data Protection

9.1. Should data relating to the personal data of employees or business partners be exchanged between the Supplier and CRYTUR, it must be stored with the utmost care and confidentiality, as well as in accordance with the applicable legal provisions on data protection. The Supplier shall obtain the legally required consent of its existing employees or business partners for the processing of data.

9.2. The Supplier agrees that CRYTUR may use the necessary data relating to business partners for the purpose of conducting business relations. This use includes, subject to compliance with the conditions prescribed by law, the transfer of data within CRYTUR both domestically and abroad.

§ 10 Official Authorization

10.1. The contractual partners undertake to treat all commercial, technical, and organizational details that become known during the mutual business relationship as trade secrets. This does not include information that CRYTUR must pass on in connection with its own customers and only if this information is also considered confidential.

10.2. All drawings, models, prototypes, templates, samples, tools, etc. that CRYTUR provides to the Supplier or that are produced by the Supplier or third parties on behalf of CRYTUR may not be disclosed to unauthorized third parties or made available to them in any other way. They remain the property of CRYTUR. The reproduction of such items is only permitted within the scope of business requirements and copyright regulations.

10.3. Should the Supplier perform contractual services based on documents such as drawings, models, and the like, which are produced according to confidential information from CRYTUR, or with tools from CRYTUR, or imitation tools, these may not be used by the Supplier itself or offered to third parties or made available to them.

10.4. At the request of CRYTUR, all information originating from CRYTUR (including any copies or sketches made) and items provided on loan must be returned to CRYTUR immediately and in full. CRYTUR reserves all rights to such information (including copyrights and trade protection rights, as well as patents, utility models, etc.).

10.5. Subcontractors must be contracted accordingly.

10.6. The Supplier may only advertise its business relationship with CRYTUR or publish information about it with the prior written consent of CRYTUR.

§ 11 Jurisdiction, Applicable Law, Severability Clause

11.1. In all property disputes arising from contracts concluded on the basis of or in connection with these terms and conditions, the Czech courts shall have jurisdiction, with the District Court in Semily or the Regional Court in Hradec Králové being the court of competent jurisdiction for the resolution of such disputes, depending on the subject matter, as agreed by the contracting parties.

11.2. The contracting parties agree that these terms and conditions, as well as contracts concluded on their basis and the rights and obligations of the parties arising therefrom, shall be governed by Czech law. INCOTERMS 2020 shall apply to the interpretation of delivery clauses.

11.3. In the event of any discrepancies between the text of the Terms and Conditions in Czech and the text in other languages, the original Czech text shall prevail.

11.4. Should one or more of these provisions, as well as other relevant provisions, be wholly or partially ineffective or unenforceable, or should their legal effectiveness or enforceability be subsequently lost, this shall not affect the effectiveness of the remaining provisions. The ineffective provision shall then be supplemented by the contracting parties so that it corresponds as closely as possible to the meaning of the ineffective provision. The same shall apply in the event of any gaps in the contract.