

General Terms and Conditions of Purchase

1. General Provisions

1.1 These General Terms and Conditions of Purchase (hereinafter the **"Terms and Conditions"**) form an integral part of all purchase agreements (hereinafter the **"Purchase Agreement"**) concluded for the purchase of goods and provision of services (hereinafter collectively referred to as the **"Goods"**) between Dénos trade, a.s., with its registered office at Škrobálkova 630/13, Kunčičky, 718 00 Ostrava, Company ID No.: 25397478, incorporated in the Commercial Register kept by the Regional Court in Ostrava under File No. B 1921, as the buyer or recipient of services, as the first party (hereinafter the **"Buyer"**), and the seller or provider of services, as the other party (hereinafter the **"Seller"** and together with the Buyer collectively as the **"Parties"**).

1.2 Any business terms and conditions of sale as well as any other contractual terms and conditions of the Seller not approved in writing by the Buyer shall not apply to the contractual relations established between the Parties. Acceptance of the delivery or payment for it by the Buyer does not mean that the Buyer accepts any business terms and conditions of sale or other contractual terms and conditions of the Seller not approved in writing by the Buyer. The Seller is not entitled to any compensation for damage in the event its Purchase Agreement is not concluded by the Buyer at any time.

1.3 Unless the Purchase Agreement stipulates otherwise, these Terms and Conditions shall apply. Any deviations from the Terms and Conditions may be agreed in writing in the relevant Purchase Agreement or in another agreement concluded between the Parties.

1.4 The Buyer reserves the right to reject any delivery or delay the payment of invoices until the Terms and Conditions have been duly fulfilled.

2. Purchase Agreement

2.1 The Purchase Agreement is based on a written order of the Buyer (hereinafter the **"Order"**), which will include a reference to these Terms and Conditions, and its written and unconditional confirmation by the Seller, which will be delivered to the Buyer within the time limit specified in the Order. Unless otherwise stated in the Seller's confirmation, the Seller's confirmation shall be considered to be an unconditional acceptance of the Buyer's Order. Any changes to the Buyer's Order or these Terms and Conditions proposed by the Seller shall not take effect until the moment of delivery of the Buyer's written consent regarding such a change proposed by the Seller. Otherwise, the Purchase Agreement shall be deemed to not have been concluded.

2.2 The Parties are obliged to state the Order number in all correspondence, invoices, delivery notes and all other documents relating to the Order.

2.3 The Buyer is obliged to state in the Order at least the following information, which constitutes the essential particulars for the establishment of the Purchase Agreement:

- The Buyer's designation, including the name of the business company, registered office and Company ID No.,
- Specifications of the requested Goods,
- Quantity required,
- Purchase price per unit of the Goods,
- Date of delivery,
- Place and time schedule of delivery.

2.4 Until the Buyer receives a written confirmation of the Order, the Buyer shall be entitled to withdraw the Order without the Seller's right to compensation. Withdrawal of the Order by the Buyer can be made both in writing, including a fax or e-mail message, and by telephone with a subsequent written confirmation delivered to the Seller without undue delay.

2.5 It is possible to make changes in the Purchase Agreement after its conclusion only with the consent of both Parties, and only in writing.

2.6 A document sent by fax, e-mail or other suitable electronic means shall also be considered a written Order or a confirmation of the Order.

3. Purchase Price

The price offered by the Seller or the price stated in the Buyer's Order is fixed and without VAT, unless stated otherwise, and includes all ancillary costs of the Seller (especially packaging, insurance, transport etc.). Unless otherwise agreed by the Parties, the Seller is not entitled to change it for any reason.

4. Delivery Terms, Transport and Packaging

4.1 Unless a different delivery term is specified in the confirmed Order, 7 calendar days shall be considered as the agreed delivery term, starting on the day of delivery of the Order confirmation to the Buyer by the Seller. Deliveries before the expiration of the specified delivery term can only be made with the consent of the Buyer. Early deliveries not approved by the Buyer may be rejected by the Buyer or stored at the Seller's expense. The Seller is obliged to take all steps at its own expense to meet the delivery deadline.

4.2 The Seller is obliged to deliver the Goods to the place specified in the Order together with the corresponding delivery note. Unless the place of delivery is indicated in the Order, the Buyer's enterprise shall be deemed the agreed DAP delivery party (INCOTERMS 2020). The Seller is obliged to insure the Goods for the entire duration of transport, including possible storage, until the Goods are delivered to the Buyer's place of delivery. The Buyer is obliged to take over the object of performance only on business days in the period from 7:00 a.m. to 4:00 p.m. The risk of damage to the Goods shall pass only when the Goods are taken over by the Buyer at the place of delivery.

4.3 The Seller is obliged to issue a delivery note for each delivery containing at least the following information:

- Designation of the Seller and the Buyer,
- Number of the delivery note,
- Order number,
- Quantity and type of the Goods, including the number of the Buyer's Goods if indicated in the Order,
- Date of delivery,
- Stamp and signature of the Seller.

4.4 The title to the Goods shall pass from the Seller to the Buyer at the time of receipt of the Goods by the Buyer.

4.5 In the event of a delay in the delivery of the Goods, the Seller shall be obliged to pay the Buyer a contractual penalty of 0.05 % of the purchase price of the Goods (including VAT) for each commenced day of delay, for Goods which were not delivered to the Buyer in accordance with the Purchase Agreement. The Buyer's right to compensation for damage caused by non-delivery of the required quantity of the Goods shall not be affected or limited in any way by this provision on the contractual penalty.

4.6 The Buyer reserves the right to withdraw any Order and not pay for the Goods if the Goods have not been duly delivered within the agreed delivery term.

4.7 The Buyer reserves the right to suspend or refuse to accept the delivery, without the Seller's right to claim any penalty, in the period when the Buyer's business activities are disrupted mainly by strikes, lockouts or other events of any kind that the Buyer is unable to influence (force majeure).

4.8 If the Goods are not found to be identical to the relevant description, specification or drawing specified in the Order upon delivery or subsequently, or if they were not delivered in a timely and proper manner, the Buyer reserves the right to refuse to accept the Goods (withdraw from the Agreement). At its discretion, the Buyer is entitled to:

- Accept such delivery in part or in full; or
- Reject the delivery completely and require a replacement delivery from the Seller or from another third party, in which case the Seller shall be obliged to reimburse the Buyer for all costs incurred in this connection.

If the Buyer is forced to accept defective Goods due to time constraints and repair them by its own means, the Seller shall be obliged to reimburse the Buyer for all costs incurred in this way. All payments, transport or other fees incurred by the Buyer in connection with the repair of defective Goods shall be reimbursed to the Buyer by the Seller without undue delay. In accordance with the above, the Seller expressly agrees to the possibility of repairing the Goods by the Buyer.

4.9 All Goods must be delivered to the place stipulated in the Purchase Agreement or set out in these Terms and Conditions. If the Goods are delivered incorrectly to a different place, the Seller shall bear all costs incurred in connection with the delivery of the Goods to the correct destination.

4.10 The Seller is not entitled to transfer any rights or obligations arising from the Purchase Agreement/delivery to any third party without the prior written consent of the Buyer.

4.11 All Goods delivered under the Purchase Agreement must be packed in accordance with the Buyer's instructions. If the packaging of the Goods is not specified, the Seller is obliged to provide the Goods with packaging providing sufficient protection against damage and at the same time enabling the handling of the Goods. The Seller is obliged to indicate the number of the Buyer's Order on the packaging. If the Seller is a manufacturer of packaging or packaging materials, it is obliged to provide the Buyer with a written confirmation that the Seller is involved in the EKO-KOM system and that it pays fees for placing the packaging on the market (hereinafter the **"Declaration of Compliance with the Requirements for Placing Packaging on the Market"**). The weight of one packaging unit must not exceed 15 kg. The Seller is obliged to provide the Buyer with information on the quantity and type of delivered packaging relevant for demonstrating the management of the packaging. In the event the Parties agree that the packaging is returnable, the Seller shall be obliged to pick up the packaging at its own expense at the place of delivery, within fourteen (14) days of the date of delivery of the Goods to the Buyer. The Seller is obliged to take back from the Buyer the packaging that is subject to the obligation to take it back in accordance with the legal regulations of the Czech Republic and the international treaties by which the Czech Republic is bound. The Seller is obliged to comply with the provisions of Act No. 477/2001 Coll., on Packaging, as amended, and to prove this to the Buyer upon request.

4.12 Unless otherwise stipulated in the Purchase Agreement, the Buyer is not obliged to pay any fee for the packaging. Unless the Parties agree otherwise, the billable returnable packaging will not be paid by the Buyer but returned at the expense of the Seller. The Seller shall be held liable for defects in the Goods caused during transport even if the Buyer accepts the Goods at the place of delivery.

4.13 In the case of delivery of chemical substances, the Seller is obliged to provide all documents required by applicable legal regulations (the current safety data sheet, marking on the packaging etc.) and attach these to the delivery.

4.14 The Seller undertakes to deliver, together with the Goods, a confirmation of the country of origin of the Goods to the Buyer.

5. Terms of Payment

5.1 The purchase price will be charged by the Seller after the takeover of each delivery of the Goods by the Buyer, in the form of tax documents - invoices with a maturity of 45 days from the date of their delivery. In the event the Buyer pays the invoiced amount within 14 days of the date of issue of the invoice, the Seller shall provide the Buyer with a discount of 2 % of the purchase price (including VAT). The Buyer is entitled to pay the value of the invoice reduced by that discount. The Seller is not entitled to demand payment of any advance on the purchase price.

5.2 The invoice must meet all the requirements of a tax document and the Seller is obliged to deliver it to the Buyer within 3 calendar days of the date of its issue. In the event the invoice does not contain the essentials required by law, the Buyer shall be entitled to return it to the Seller for correction within the maturity period. In such a case, a new maturity period shall start on the date of delivery of the corrected invoice to the Buyer.

5.3 The Seller is entitled to transfer the right to pay the purchase price to a third party only with the written consent of the Buyer.

6. Confidentiality of Information and Industrial Property Rights

6.1 All non-public information of a technical, commercial or financial nature provided by the Buyer to the Seller shall be considered a trade secret of the Buyer. The Seller undertakes not to provide this information to third parties and not to use it for its own benefit or for the benefit of third parties. The Seller is entitled to disclose any information about its contractual relationship with the Buyer (including the very existence of the contractual relationship) to third parties solely with the written permission of the Buyer. In the event of a breach of this obligation by the Seller, the Seller shall be obliged to compensate the Buyer for the damage caused by the breach of this obligation.

6.2 Drawings, calculations, models, forms, matrices, samples, templates and all other essential materials lent or created explicitly according to the Buyer's instructions, or technical data provided by the Buyer, shall constitute the Buyer's confidential materials and may not be published, made available to third parties by the Seller without the Buyer's prior written consent, or used for any purpose other than the execution of the Buyer's Order, and must be returned in good condition at the Seller's expense upon the Buyer's request without undue delay.

6.3 The Seller undertakes to compensate the Buyer for any damage incurred by the Buyer due to the assertion of any claims of third parties arising from the violation of the industrial property rights of these third parties by the Seller or its subcontractor.

6.4 An exception to the previous provision is the situation where the Seller manufactures the Goods according to the Buyer's drawing documentation or according to the Buyer's reference sample without being aware of any violation of third-party industrial property rights.

6.5 Upon request, the Seller is obliged to provide the Buyer, without undue delay, with information on the industrial property rights owned by or licensed to the Seller in connection with the Goods supplied to the Buyer.

6.6 The Buyer and the Seller shall inform each other of any possible risk of infringement of the industrial property rights of third parties and cooperate together to prevent such infringement.

6.7 In the event the Goods are subject to any intellectual property rights or any object of intellectual property rights is delivered together with the Goods, the Seller authorises the Buyer to exercise the right to use this intellectual property, especially copyrighted works, in the original and amended form within the meaning of the Copyright Act and in accordance with Section 2358 et seq. of the Civil Code, the right to extract and use databases within the meaning of Section 88 of the Copyright Act, and the corresponding right to use all other objects of intellectual property rights (especially trademarks, inventions, utility models, know-how) created for the Buyer in connection with the delivery of the Goods (hereinafter the **"Licence"**).

6.8 The Licence is granted in the following scope:

- Temporally for the duration of protection of the intellectual property rights (especially for the period of validity of the patent or trademark and, in the case of a copyrighted work, for the duration of copyright);
- Territorially for the whole world;
- For any manner of use;
- To an unlimited quantity; and
- Exclusively, unless the Parties agree otherwise in a particular case.

6.9 The Licence shall include the Buyer's exclusive right to perform the following actions in relation to the object of intellectual property rights (especially the copyrighted work, database, trademark, patent, utility model) pursuant to this Article 11: publication, modifications including completion, processing including translation (also into other programming language), finalisation, connection with another work, inclusion in a collective work, or presentation to the public under the name of the Buyer. If necessary, the Seller shall obtain the third parties' consent to the above and to the assignment of that right to third parties as part of the assignment of the Licence or granting of a sublicense.

6.10 The Buyer is not obliged to use the Licence. In relation to copyrighted works, the Seller declares by accepting these Terms and Conditions that the legitimate interests of the author cannot be significantly adversely affected by the fact that the Buyer will not use the Licence in whole or in part. The Seller's right to withdrawal pursuant to Section 2378 of the Civil Code may not be exercised by the Seller before the lapse of ten (10) years from the provision of the Licence.

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- 6.11 The Buyer shall be entitled to grant a sublicense and/or assign the Licence to any third party without limitation, free of charge and without further approval of the Seller.
- 6.12 If the copyrighted work is an employee's work according to Section 58 of the Copyright Act, i.e. the Seller is (considered) the employer, the Seller shall assign the right to exercise property copyright to such employee's work (copyrighted work) to the Buyer upon the delivery of the Goods. At the same time, the Seller shall ensure to its employees or subcontractors that it will be possible to assign the said right to exercise property copyright to third parties without any restriction.
- 6.13 At the request of the Buyer, the Seller shall ensure, even after the termination of the agreement governed by these Terms and Conditions, the preparation/signing of any documents that may be necessary to acknowledge the legal effects of this Article 6 and its purpose, which is the provision by the Seller, to the maximum extent permitted under Czech law, of the exclusive right to use intellectual property rights (especially copyrighted work, trademark, utility model, patent) to the Buyer, i.e. the assignment of the right to exercise proprietary copyright. If, within the delivery of the Goods, an intellectual property right is created for the Buyer for the protection of which registration in a public register or other list is required, the Seller shall be obliged to provide the Buyer with all necessary cooperation for such registration.
- 6.14 The Seller declares that, prior to concluding the agreement governed by these Terms and Conditions, it did not grant and undertakes not to grant a third party a licence to any copyrighted work, database, trademark, utility model, patent or other object of intellectual property rights that are subject to the Licence unless the Parties agree otherwise in a particular case.
- 6.15 In the event that, upon delivery of the Goods under the agreement governed by these Terms and Conditions, it is necessary to use any object of intellectual property rights not subject to the Licence, the Seller undertakes to obtain the authorisation to exercise the rights to such an object of intellectual property rights from authorised third parties, including the right to provide a sublicense and assign the licence to such an object of intellectual property rights. In such a case, the Seller shall grant a sublicense to the Buyer in relation to such an object of third-party intellectual property rights to the same extent and under the same conditions under which the Seller obtained the (sub)licence from the third parties (hereinafter the "Third-Party Licence").
- 6.16 The Parties agree that, unless otherwise provided in a particular case or unless otherwise provided in the agreement governed by these Terms and Conditions, the fee for the provision of the Licence and Third-Party Licence is economically and by agreement of the Parties included in the Purchase Price and, therefore, the Licence and Third-Party Licence as such are free of charge. The Seller represents that, given the nature of the revenue from the Licence, the conditions for the application of Section 2374 of the Civil Code may not arise, i.e. the fee for granting the Licence to individual copyrighted works may not be in apparent disproportion to the income from using the Licence and the significance of the relevant copyrighted work for generating such income.
- 6.17 If the delivery of the Goods includes the creation, modification (including connection with another computer program) or repair of a computer program, the Seller is also obliged to provide the Buyer with the source code for the computer program that is part of the Goods in an editable electronic form in the format of the development environment and all related materials (including complete and clear specifications, reference manuals, working documents etc.), no later than on the day of delivery of the Goods to the Buyer. In such a case, the Licence shall also include the Buyer's right to reproduce, translate, process, modify or otherwise change the source code, for any manner of use.
- 6.18 At the same time, the Seller declares that the delivery of the Goods does not in any way interfere with any intellectual property rights of third parties and that it has obtained from third parties all rights necessary for the delivery and use of the Goods, its parts or accessories. Otherwise, the Seller shall be obliged to compensate the Buyer for any damage incurred by the Buyer in connection with the breach of this declaration. In particular, the Seller undertakes to indemnify the Buyer in full for any damage or injury actually caused to the Buyer in connection with a breach of the Seller's declaration under this Article 6.18 if such a breach would in any way affect the rights of third parties or violate applicable legal regulations (hereinafter the "Third-Party Claim"). For the purposes of this Article 6.18, the Buyer undertakes (i) immediately after finding that there is a Third-Party Claim or there are facts or information that a Third-Party Claim may arise, to inform the Seller of this fact and provide the Seller with all documents necessary to assess the validity of the Third-Party Claim; (ii) to enable the Seller to participate in the defence against any (existing or imminent) Third-Party Claim; and (iii) to provide the necessary cooperation in connection with the above. Notwithstanding the foregoing, the Buyer is entitled, at its discretion, to enter into any settlement or to satisfy any Third-Party Claim at the expense of the Seller.
- 6.19 The Buyer is entitled to use any protected designation of the Seller or a third party relating to the Goods, both registered (e.g. trademark, patent etc.) and unregistered (e.g. company), without any increase in the Purchase Price. If it is a protected designation of a third party, the Seller undertakes to provide the Buyer with the possibility of using the protected designation within the scope of the agreement governed by these Terms and Conditions under the conditions agreed for the Third-Party Licence. The Seller shall be obliged to compensate the Buyer for any damage incurred by the Buyer in connection with the breach of this declaration.

7. Certificates, Warranties and Complaints

- 7.1 The Seller provides a full guarantee that the delivered Goods are free of any factual or legal defects and are suitable for use for both the agreed and usual purpose, and that they will retain the agreed or usual properties for twenty-four (24) months from delivery of the Goods to the Buyer's customer, but for a maximum period of thirty-six (36) months from the date of receipt of the Goods by the Buyer unless the Purchase Agreement provides otherwise.
- 7.2 As a manufacturer, importer or distributor, the Seller shall be held liable for any demonstrable damage caused by poor product design. The Seller is obliged to have a declaration of conformity pursuant to Act No. 22/1997 Coll., as amended, on technical requirements for products in the event this declaration is required by that Act. In such a case, the Seller is obliged to hand over to the Buyer, in addition to the Goods, also a copy of this declaration of conformity or an affidavit that this declaration of conformity has been issued. The Seller shall be held liable for all damage caused to the Buyer in connection with an unsatisfactory quality of the delivered Goods or in connection with the absence of a declaration of conformity.
- 7.3 The warranty period shall begin on the day following the day of receipt of the Goods by the Buyer. The Buyer is obliged to inspect the delivered Goods upon receipt or without undue delay after receipt to see whether the Goods show any obvious defects (defects of the Goods detectable by visual inspection) consisting mainly in defects in the packaging of the Goods, detectable defects in the quantity of delivered Goods etc., or arrange the inspection of the Goods by a third party. The Buyer is obliged to notify the Seller of any obvious defects in the Goods without delay, no later than two (2) days after receipt. The Buyer shall notify the Seller of any hidden defects within two (2) days of their discovery, but no later than the expiry of the warranty period under this Agreement. Complaints of defects in the Goods may be raised at any time during the entire warranty period.
- 7.4 The Seller is obliged to submit to the Buyer its first statement on each complaint within 24 hours of receiving it and a complete report within 10 business days of receiving the complaint. The Buyer is entitled to claim the entire delivery of the Goods or only a part of it. In the event the Seller does not respond to the complaint within 2 business days of its receipt, the Buyer shall be entitled to return the claimed delivery to the Seller at the Seller's expense and risk.
- 7.5 In the event of a justified complaint, the Buyer is entitled to demand the following from the Seller at its own discretion:
- Remedy of the defects by replacing the defective Goods with new Goods and/or remedy of any legal defects,
 - Remedy of the defects by repairing the defective Goods if the defects are repairable,
 - A reasonable discount on the purchase price
- Or withdrawal from the Purchase Agreement.

The Seller undertakes to remedy the defect according to this paragraph within 7 days of the date of sending the statement to the Buyer according to the previous paragraph that the complaint is justified unless the purchase agreement or other mutual agreement of the Parties provides otherwise.

- 7.6 In the event the delivered defective Goods have been repaired or replacement Goods have been delivered, the warranty period shall begin to run again from the beginning, starting from the day following the date of delivery of the replacement or repaired Goods. In the event of a justified complaint, the Seller shall be obliged to reimburse the Buyer for any additional costs incurred in connection with that complaint.
- 7.7 If special tests are required in the Order, the Purchase Agreement or in the specifications attached to it, the Seller shall be obliged to inform the Buyer and the relevant inspection or expert body in a reasonable manner before performing those tests so that the Buyer and those bodies can provide their representatives who will supervise the tests.
- 7.8 For all tests required by the Buyer in the Order or in the Purchase Agreement, the Seller is obliged to provide the necessary certificates. The Seller shall then send one copy of the certificate to the Buyer together with the delivery note. Unless otherwise specified, one further copy of the certificate shall be sent by the Seller separately to the Buyer's Supplier Quality Manager. All delivered Goods must be clearly marked with an identification number enabling their assignment to the given certificate.
- 7.9 Representatives of the Buyer and representatives of the Buyer's customers are entitled, upon prior notification, to enter the Seller's production plant for the purpose of checking the quality of the delivered Goods and compliance with environmental regulations, including the possibility of auditing the quality management system. Such an audit may be performed both by the Buyer or a third party authorised by the Buyer and, in justified cases, in the presence of the Buyer's customer's representative. These inspections shall not release the Seller from liability for the production of non-compliant or defective Goods and shall not establish any obligation of the Buyer to take over the inspected Goods.

8 Taxes

- 8.1 In the event that, at the time of the taxable supply, the Seller is entered in the register of taxpayers as an unreliable taxpayer, or if other conditions of Section 109 of Act No. 235/2004 Coll., on Value Added Tax, as amended (hereinafter the "VAT Act"), are fulfilled, the Buyer shall have the right to pay VAT on behalf of the Seller under that taxable supply in accordance with Section 109a of the VAT Act, without being called upon by the tax authority as a guarantor. If the Buyer pays the amount of VAT to the account of the Seller's tax authority, and transfers the remaining amount of the agreed Purchase Price to the Seller, this will be considered as the fulfilment of the Buyer's duty to settle the agreed Purchase Price. The payment date shall be the date on which the last corresponding amount is debited from

the Buyer's account. If, at this time, the Buyer is requested by the tax authority to pay the unpaid tax in the position of a guarantor, VAT will be paid directly to the competent tax authority and the Seller will be paid the remaining portion of the Purchase Price without tax. If the fulfilment of any other conditions for the payer's liability for unpaid tax pursuant to Section 109 of the VAT Act is indicated, the Buyer shall be entitled to proceed in accordance with the relevant provisions of the VAT Act and pay VAT on the received supply directly to the relevant tax authority's account without first being prompted by the tax authority.

- 8.2 The purchase price includes all taxes and fees except VAT unless otherwise agreed by the Parties. The Seller is obliged to pay such taxes and fees itself. In the event any taxes or fees are paid by the Buyer (including cases where any legal regulation requires tax deduction by the Buyer), the Seller (at the option of the Buyer) is obliged to reimburse the amount to the Buyer, or the Buyer's obligation to the Seller shall be reduced by such an amount.

9. Final Provisions

- 9.1 The invalidity of any of the provisions of these Terms and Conditions shall not affect the validity of any other provisions.
- 9.2 The rights and obligations of the Seller and the Buyer arising on the basis of the Purchase Agreement and these Terms and Conditions shall be governed by the applicable laws of the Czech Republic. The application of the UN Convention on Contracts for the International Sale of Goods (11 April 1980) is hereby excluded.
- 9.3 The Parties undertake to resolve any disputes arising from the Purchase Agreement and these General Terms and Conditions of Purchase, as well as any disputes concerning their validity, by mutual negotiations and agreement if possible. If the Parties fail to resolve the disputes in this way, the disputes will be finally settled by the competent Czech courts. The Parties agree that the District Court in Ostrava or the Regional Court in Ostrava will be the competent courts, depending on whether the case falls within the subject-matter jurisdiction of district or regional courts.
- 9.4 The Parties have agreed that the limitation period for any claim of the Seller against the Buyer arising from a breach of the Agreement is 1 year. The Parties have further agreed that the limitation period for any claim of the Buyer against the Seller arising from a breach of the Agreement is 5 years.
- 9.5 The Parties agree that in the event of a material change in circumstances occurring on the part of the Seller after the conclusion of the Agreement between the Seller and the Buyer, the Seller shall assume the risk of such a change of circumstances in accordance with Section 1765(2) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the "Civil Code").
- 9.6 The Parties have agreed that the Buyer is entitled to unilaterally change these Terms and Conditions at any time in accordance with Section 1752 of the Civil Code. The new version of the Terms and Conditions will be published on the Buyer's website 1 month before the change takes effect.
- 9.7 The Parties have agreed that the Seller is not entitled to set off any of its receivables from the Buyer. The Parties further agree that the Seller is not entitled to assign any of its rights or obligations arising from the Purchase Agreement to a third party without the prior written consent of the Buyer.
- 9.8 These Terms and Conditions came into force on 1 June 2020.