

GENERAL TERMS AND CONDITIONS OF PURCHASE of
Groz-Beckert Czech s.r.o., U Sirkárny 739/3, 370 04 České Budějovice,
hereinafter referred to as “Groz-Beckert”

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§ 1 Scope of Application

- These General Terms and Conditions of Purchase apply to the procurement of goods and services, performance under contracts for work with the subject-matter being in particular building, installation, and assembly work, repair and maintenance operations (hereinafter referred to as “supplies” or “performance”).
- The relationship of Groz-Beckert with the performance provider (hereinafter referred to as the “Performance Provider”) is governed exclusively by these General Terms and Conditions of Purchase. They also apply to all future transactions, as well as to all business contacts establishment with the Performance Provider, such as contract negotiations, even if they are not expressly agreed again or if no express reference is made to them once more.
- Groz-Beckert does not recognise and excludes any terms and conditions of the Performance Provider that deviate from or are in conflict with the Groz-Beckert's Terms and Conditions of Purchase. The application of the Performance Provider's general terms and conditions is hereby expressly rejected.

- The provision of the ordered goods/service as well as the settlement of the agreed remuneration constitute an acknowledgement of the application of these Terms and Conditions of Purchase.

- Unless specified otherwise in these Terms and Conditions of Purchase, these Terms and Conditions of Purchase as well as relations arising therefrom are governed by Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the “CC”).

§ 2 Conclusion of the Contract

- Placing orders, amendments to orders and order delivery call-offs is made in writing by electronic data interchange (EDI) or by e-mail. In case of doubt, the content of verbal agreements and agreements made by telephone (discussions) will only be binding if it has been confirmed by Groz-Beckert in writing. Each order, amendments to order as well as each order delivery call-off must be confirmed by the Performance Provider in writing without any undue delay. Unless such a confirmation is sent by the Performance Provider within a time limit of seven calendar days from the receipt of the order or amendment to order, or unless the order is accepted by the Performance Provider within a time limit of seven calendar days, Groz-Beckert will no longer be bound by the order and will be entitled to withdraw from it. Call-offs of confirmed orders or order delivery placed by Groz-Beckert will become binding if the Performance Provider does not refuse them within seven calendar days from receipt. If, instead of an order placed by Groz-Beckert, an offer is made to Groz-Beckert by the Performance Provider or if the Performance Provider responds to some of Groz-Beckert's orders with a delay or with a modified offer, the contract will normally only be concluded on the basis of order or amended order placed by Groz-Beckert.
- Any reference to business relations with Groz-Beckert in advertising materials or reference documents, or the use of trademarks and identification marks owned by Groz-Beckert will

3. require a prior written consent of Groz-Beckert. Quotations, budgets or cost estimates submitted to Groz-Beckert by the Performance Provider will be binding. They must be prepared by the Performance Provider free of charge.

§ 3 Subject-Matter of the Performance

1. The Performance Provider is obliged to deliver or perform the goods/services ordered by Groz-Beckert in accordance with the contractual agreements. Deviations will only be permissible with Groz-Beckert's express consent in written form. The Performance Provider must ensure that the goods/services are supplied using suitable materials and comply with the generally recognised rules of technology, the statutory and official safety regulations and environmental protection regulations which constitute applicable law or which have already been adopted with a transitional period and are certain to come into force, and in particular the relevant statutory regulations applied in the Czech Republic and the European Union (in particular: the Low Voltage and EMC directives insofar as they lie within the responsibility of the Performance Provider, the RoHS Directive, the REACH Regulation) as well as US regulations in connection with "Conflict Minerals" (Dodd-Frank Act). The Performance Provider is obliged to provide the required information in accordance with Article 33 of the REACH Regulation, among other things, together the goods to be supplied.
2. If Groz-Beckert order parts which the Performance Provider manufactures according to a drawing, sketch or model specified by Groz-Beckert, the Performance Provider must, at Groz-Beckert's request, submit a test report with the delivery of the goods or services, from which the product characteristics such as dimensions etc. can be derived.
3. If the Performance Provider makes changes in the type of composition of the processed material or in the design of its products or services compared to similar products or services previously provided to Groz-Beckert, it will be obliged to inform Groz-Beckert of such a circumstance without any undue delay. Such modifications always require Groz-Beckert's consent.

§ 4 Models/Samples, Tools, Drawings, Sketches, and Logo

If as part of the preparation of offers, orders of goods/services delivery Groz-Beckert provide the Performance Provider with information and documents, in particular models, samples, production equipment, tools, measuring and testing equipment, drawings, works standard sheets, print templates or other materials, these will remain the property of Groz-Beckert. Such items are to be safeguarded by the Performance Provider with due care and diligence, free of charge, and separately from other items in its possession, marked as the property of Groz-Beckert and used by the Performance Provider only for the provision of the goods/services intended for Groz-Beckert. Models/samples and tools made available to the Performance Provider are to be insured by the Performance Provider at its own expense against hazards such as fire, water, atmospheric exposure, theft and loss. All information and documents are to be treated as confidential by the Performance Provider in accordance with the provisions of § 16.

§ 5 Requests Imposed on the Performance Provider and Right to Audit

1. Express reference is made to the Groz-Beckert's Code of Conduct for Performance Providers, available at www.groz-beckert.com.
2. The Performance Provider undertakes to comply with the Code of Conduct for Performance Providers and impose it along the entire supply chain, in particular to make the declaration in respect of its own suppliers an essential part of the schedule of obligations.
3. Before engaging the Performance Provider for the first time and regularly thereafter, Groz-Beckert will check that the Performance Provider complies with the requirements imposed on the Performance Provider by the Groz-Beckert's Code of Conduct. For this purpose, Groz-Beckert may, for example, require to be submitted information on the Performance Provider's communication, request the presentation of existing certificates from experts, certifications or internal audits, or review the Performance Provider's measures implemented or have audits carried out by

auditors to be named in individual cases. Groz-Beckert has the right to check that such requirements are complied with by the Performance Provider in its business operations by means of random checks on the spot, which must as a rule be notified in advance.

4. The Performance Provider undertakes to comply with statutory regulations in connection with the minimum wage and to oblige its suppliers to do the same, including effective monitoring. At the Groz-Beckert's request the Performance Provider must submit the relevant evidence without any undue delay.

§ 6 Terms of Payment

1. The maturity period will commence on the date of delivery of tax document, hereinafter referred to as "invoice" to the Groz-Beckert's registered office, however, at the earliest on the date of receipt. If the issue of further documents, such as certifications or material inspection certificates has been agreed, the payment periods will not commence before the receipt of these documents. Such documents will form an integral part of the delivery and must be submitted no later than five calendar days after the receipt of the goods or invoice.
2. The application of the provision of Section (2054)(1) and (2) of the Civil Code shall be excluded.
3. For payments made within 14 calendar days after the receipt of the goods the Performance Provider will grant a 3% cash discount of the invoiced sum, exclusive of VAT, otherwise the payment is to be made net within 30 calendar days. If the supplied goods or services contain defects or defects are discovered within this period, Groz-Beckert will have a right of retention and the Performance Provider's payment claim will not be due until final rectification of the defect, or until a defect-free replacement delivery has been made. In this case as well Groz-Beckert will be entitled to deduct a cash discount.
4. Groz-Beckert will be entitled to make payments with means of payment of its choice by cash or bank transfer.
5. Settlement of an invoice will not be regarded as a waiver of claims for defects. In the event of defective delivery, Groz-Beckert will have a right

to withhold payment on a proportional basis until proper performance has been affected.

6. Unilateral set-off on the part of the Performance Provider is excluded.

§ 7 Prices, Dispatch, Packaging, and Delivery

1. Unless otherwise agreed, the agreed prices are always fixed prices and include packaging and shipping costs. If the Performance Provider reduces the prices for the ordered goods prior to delivery, the reduced prices will apply. Unless otherwise agreed in the contract, goods are always to be shipped DAP to the destination named in the order (Incoterms 2020). Packaging costs are to be borne by the Performance Provider.
2. For each delivery/performance, delivery note and/or handover certificate must be submitted and tax document, hereinafter referred to as "invoice" must be issued. Invoices are to be sent by electronic means to the following e-mail address: **faktury@groz-beckert.com**. Invoices must include the following essential details:
 - date and order number,
 - contents of shipment,
 - status of the order,
 - VAT ID No. of the Performance Provider.
3. If, by way of exception, a delivery with an Incoterm other than that specified in paragraph 1 of this article has been agreed, the Performance Provider must note that Groz-Beckert has taken out insurance against transport risks by signing an SLVS insurance policy (*forwarding, logistics and warehousing insurance policy*). In this respect, as an SLVS customer Groz-Beckert waives any further transport insurance.
4. Groz-Beckert carries out customs clearance itself. For the purposes of customs clearance, the Performance Provider is obliged to send all goods with the customs transit document. Customs clearance is mostly carried out in České Budějovice.

§ 8 Delivery and Performance Dates

1. Agreed dates and deadlines are binding. The receipt of the goods or the performance of the service or, in the case of work services, acceptance by Groz-Beckert will be decisive for compliance with the delivery date or the performance date. The Performance

Provider undertakes to notify Groz-Beckert immediately in writing if circumstances indicate or if it becomes apparent that the agreed delivery or performance dates cannot be met. Such notification does not release the Performance Provider from its obligation to perform duly and in due time.

2. The Performance Provider may only invoke the lack of necessary documents or information to be provided by Groz-Beckert or materials to be provided by Groz-Beckert as an obstacle to performance only provided that the Performance Provider has sent Groz-Beckert a written reminder for the provision of the documents, information or materials and has not received such items.
3. Premature deliveries will have no influence on the agreed maturity date. Partial deliveries will only be accepted based on expressed agreement. The remaining delivery must be listed in the delivery documents. If partial deliveries have not been agreed, the agreed maturity period will start running from the date of the complete delivery of the goods/services at the earliest.
4. The Performance Provider will be in default with delivery even without the issue of a reminder as soon as the delivery date agreed as binding in each case is exceeded.
5. If a contractual penalty has been agreed and incurred for non-compliance with dates and deadlines, Groz-Beckert may set it off against payments that the Performance Provider requests to be paid for duly provided performance. Settlement of the contractual penalty shall not release the Performance Provider from its obligation to provide compensation for damage sustained by Groz-Beckert due to such non-compliance.
6. If the delay in delivery is due to a fault of the Performance Provider, the Performance Provider will be liable without limitation for any damage sustained by Groz-Beckert as a result of the delay.
7. Acceptance of a delivery/performance does not imply a waiver of claims for damages arising from a delay in delivery.

§ 9 Retention of Title

1. Any processing, mixing or combination (further processing) by the Performance Provider of items provided will be carried for Groz-Beckert

as the Contracting Party. The same applies in the case of further processing of the goods supplied by Groz-Beckert, so that Groz-Beckert will be deemed to be the manufacturer and acquire the title to the product at the latest with such further processing.

2. The transfer of the title to the goods will pass to Groz-Beckert upon their handover, unconditionally and regardless of the purchase price payment, unless expressly agreed otherwise. However, if in individual cases Groz-Beckert expressly accepts an offer from the seller to transfer the title to the goods conditioned by payment of the purchase price, the Performance Provider's retention of title will expire at the latest upon the payment of the purchase price for the supplied goods. Groz-Beckert shall be authorised to resell the goods and for the purpose of the goods reselling, Groz-Beckert shall take into account the moment of transfer of the title to the goods to Groz-Beckert and/or to the customer.

§ 10 Acceptance

1. Acceptance of the work/performance is performed only after full completion of the work/performance. The Performance Provider will request that Groz-Beckert accept the work/performance without any undue delay after its full completion and provide Groz-Beckert with a time limit of at least 5 working days for this purpose. Groz-Beckert undertakes to accept the work/performance within the scope within which the prerequisites for acceptance (in particular due delivery of the work/performance in due time) are fulfilled.
2. Acceptance cannot be refused due to immaterial defects unless such defects on their own or in combination with others prevent or significantly limit due use of the work in terms of its function or for visual reasons. If Groz-Beckert fails to perform acceptance in due time, the Performance Provider will set a reasonable additional time limit for acceptance for the purposes of Groz-Beckert. The work/performance is regarded as accepted upon confirmation of this fact in the handover certificate without prejudice to stipulations mentioned in § 11 below. Upon expiry of the set time limit for acceptance, the work/performance is regarded as accepted on condition that the Performance Provider informed Groz-Beckert about the aforementioned consequences of failure to accept the work/performance when setting

the additional time limit for acceptance and Groz-Beckert failed to accept the work/performance anyway. Such information must be sent/handed over to Groz-Beckert in writing.

§ 11 Liability for Defects

1. The supplied goods will be accepted subject to the follow-up in-depth inspection(s) to ensure that they are free from defects. The Performance Provider will be informed of obvious defects, e.g. damage caused during transport, erroneous delivery or reduced delivery, or defects that cannot be discovered during a random quality check, within 14 days as from delivery; and of the other defects without any undue delay after discovery thereof.
2. In case of erroneous delivery/performance, Groz-Beckert is entitled to all rights arising from defective performance as per the provisions of Section (2099) et seq. of the CC, and/or from warranty for quality as per the provisions of Section (2113) et seq. of the CC, provided that the warranty for quality has been provided. The warranty period for all deliveries and performance is 24 months, unless stipulated otherwise in writing.
3. The application of the provisions of Section (1971), Section (2050), and Section (2051) of the CC shall be excluded.
4. If Groz-Beckert has concluded an agreement on an outgoing goods inspection (e.g. a quality assurance agreement or similar agreements on outgoing goods inspections to be carried out by the Performance Provider), which includes in particular an inspection of functionality as well as any other agreed characteristics, the Groz-Beckert's obligation to inspect will be limited to external inspection of the goods and the delivery documents. If an inspection of the delivery within the period of 14 calendar days is not feasible for operating reasons, the Performance Provider will be informed of obvious defects immediately after the inspection and identification of the defect. In this respect the Performance Provider waives the objection of delayed notification of defects. Notwithstanding the Groz-Beckert's duty to inspect, a complaint (notice of defect) will be regarded as prompt and timely if it is sent within 14 calendar days from the discovery of the defect or, in the case of obvious defects, from delivery.

5. If the Performance Provider's goods/services show defects or if any obligation has been violated on the part of the Performance Provider, Groz-Beckert will be authorized to assert rights arising from defective performance, meaning in particular statutory rights arising from defects upon handover, from warranty performance, and liability for defects.
6. If the Groz-Beckert is authorized to rights arising from defective performance, Groz-Beckert will opt for the specific right by way as per Section (2106) et seq. of the CC and the Performance Provider will accept the option of the right arising from defective performance. Similarly, if the handed over work is defective, the Parties will proceed as per Section (2615)(2) of the CC, meaning similarly as per Section (2099) et seq. of the CC.
7. Additional costs arising from the fact that Groz-Beckert moved the defective goods to another location after delivery will be borne by the Performance Provider but only on condition that such transfer corresponds to the intended use of the goods.

If the incoming goods inspection is carried out by taking samples as agreed, Groz-Beckert will be entitled to request replacement performance with regard to the entire delivery if the required quality standard is not achieved. In such a case, the Performance Provider must provide for such replacement performance to the full extent of the original delivery.

If the Performance Provider fails to remove defects within a reasonable time limit, or duly, Groz-Beckert may withdraw from the concluded contract or request a discount. The right to damages is not hereby affected. This will in particular be the case if the Performance Provider does not immediately comply with its obligation to remove the defect despite being requested to do so and there is an imminent risk of or aggravation of damage already sustained. In these cases Groz-Beckert will also be authorized to have the remedial work carried out ourselves or by third parties at the Performance Provider's expense. This will apply in particular if more significant damage – in particular claims on the part of Groz-Beckert's customers due to default – can only be avoided by having the defect remedied by Groz-Beckert or by third parties authorized by Groz-Beckert. The Performance Provider will be informed accordingly in such a case. This will not affect

any further legal claims – such as claims for reimbursement of effectively incurred expenses. The course of the statutory limitation periods will be suspended for the duration of the complaint procedure and the Performance Provider's attempts to provide replacement performance. The suspension of the limitation periods begins at the moment when the Performance Provider is notified of the defects. The suspension of the limitation periods will only end at the time the defects have been removed and the items of performance can be used with no defects. For parts newly delivered during the limitation period within the scope of the warranty for defects, the limitation period will begin anew at the time when the Performance Provider has completely fulfilled its obligation to provide for a new delivery.

8. For warranty claims, including claims for damages due to defects, the statutory limitation periods apply, unless otherwise agreed between the Parties in the individual contract.
9. If a material defect becomes apparent in a delivery of goods within six months from the transfer of risk, it will be assumed that the goods were already defective at the time of the transfer of risk, unless this assumption is incompatible with the nature of the goods or the defect.
10. If the Performance Provider's goods/services are defective in title, the Performance Provider must indemnify Groz-Beckert against possible claims by third parties.
11. Approval of drawings, calculations or other technical documents provided by the Performance Provider on the part of Groz-Beckert will not affect the Performance Provider's responsibility for defects and the liability for warranty obligations assumed by the Performance Provider.
12. The Performance Provider will be fully liable to Groz-Beckert for damage caused by defective performance or as a result of violation of another Performance Provider's obligation, namely irrespective of whether defective performance have been claimed or not.

§ 12 Recourse Claims

1. If Groz-Beckert is liable to compensate damage caused by the Performance Provider, Groz-Beckert has the right of recourse against the Performance Provider based on

the provisions of Section (2917) of the CC (hereinafter referred to as "recourse claims"), namely with no limitations, in excess of the rights arising from defects. In particular, Groz-Beckert is authorized to request from the Performance Provider exactly the same kind of replacement performance (either repair or replacement delivery) that Groz-Beckert will have to provide to its customer in each individual case. The statutory right to opt for the right arising from defective performance (Section (2106) et seq. of the CC) is not limited by this provision.

2. Before Groz-Beckert acknowledges or fulfils a claim for defects asserted by its customer, Groz-Beckert will notify the Performance Provider and request its written statement briefly explaining the facts. If no well-justified statement is received within a reasonable period of time and if no amicable solution is initiated, the claim for defects actually granted by Groz-Beckert will be regarded as acknowledged by the Performance Provider and will be settled by the Performance Provider to Groz-Beckert in full amount.
3. Recourse claims will also apply if the defective goods have been further processed by Groz-Beckert or another company, e.g. by incorporation into another product.
4. If a claim is made against Groz-Beckert on the grounds of violation of domestic or foreign or regulatory safety regulations or product liability rules or for a defect in Groz-Beckert products which is attributable to the Performance Provider's goods or services, Groz-Beckert may demand compensation from the Performance Provider for the damage caused by its products and indemnification against corresponding claims by third parties. If the cause of the damage lies within the Performance Provider's sphere of liability, the Performance Provider will bear the burden of proof in this respect.
5. The costs to be reimbursed on the grounds of recourse claims will also include the costs of any necessary recall action, as well as the cost of any legal action. The Performance Provider will be informed about the content and scope of the recall action to be carried out.

The Performance Provider undertakes to take out a producer's liability insurance policy for its obligations arising from its liability as the producer of the supplied goods, with such

insurance also covering recall costs in particular. With regard to the amount of the covered damages, a sum appropriate to the risk in the specific case must be agreed, unless a specific minimum sum of coverage has been contractually agreed between the Parties. At Groz-Beckert's request, the Performance Provider will be obliged to provide evidence of sufficient insurance cover by submitting suitable documents.

§ 13 Rights of Withdrawal under Force Majeure Circumstances

If, due to Force Majeure circumstances, labour disputes, operational disruptions through no fault of Groz-Beckert's own, riots, official measures or other unavoidable events occurring after the conclusion of the contract, the demand for the ordered goods is significantly reduced through no fault on the part of Groz-Beckert, Groz-Beckert may withdraw from the contract in whole or in part or require performance at a later date, without the Performance Provider being entitled to any claims against Groz-Beckert as a result, insofar as the events referred to are of considerable duration.

§ 14 Rights to Protection

1. The Performance Provider is liable for ensuring that no third-party rights are infringed in connection with its goods/services, unless the Performance Provider did not or could not know.
2. If claims are asserted against Groz-Beckert by a third party due to alleged infringement of domestic rights to protection or rights enjoying protection within the EU or a Member State of the EU or of rights to protection in the country of destination of the goods or services, insofar as this is known to the Performance Provider, the Performance Provider will be obliged to indemnify Groz-Beckert against these claims, unless the Performance Provider did not or could not know. The obligation to indemnify covers all costs that necessarily arise from or in connection with the claim by a third party.
3. If the Performance Provider already owns industrial property rights to the ordered goods or services or to processes for their manufacture, these must be notified to Groz-Beckert on request, stating the relevant registration number,

and Groz-Beckert is to be granted a temporally unlimited, gratuitous, non-exclusive right of use to the extent that this is necessary to achieve the contractually agreed purpose.

§ 15 CE Declaration of Conformity / Manufacturer's declaration / Certificate(s) of Origin / Approval(s)

1. The Performance Provider's goods must comply with all regulations, directives and standards relating to the goods in question and must be supplied with the prescribed certificates and approvals. If manufacturer's declaration or declaration of conformity (CE) is required for the goods, the Performance Provider must prepare these and make them available to Groz-Beckert immediately at the Performance Provider's own expense.
2. The supplied goods must not be subject to any export or boycott restrictions and, in particular, they must not be covered by Annex I of the EC Dual-Use Regulation. If the supplied goods are to be shipped abroad, the Performance Provider must provide Groz-Beckert with the relevant documents for submission to the competent authorities in the Czech Republic.
3. If parts of the goods and services are subject to authorisation according to the Export Control List / ECCN, the Performance Provider must inform Groz-Beckert of this fact separately or in the order confirmation.
4. The Performance Provider undertakes to enclose a certificate of origin with each delivery.

§ 16 Confidentiality Obligation

1. During the term of the contract, the Performance Provider undertakes to keep secret all information and documents to which it has access in connection with the contract and not to record or forward such items to third parties or exploit them in any way, unless this has been expressly approved in writing in advance or is necessary to achieve the purpose of the contract.
2. Excluded from confidentiality obligation is any information
 - which was already known to the Performance Provider before the start of the contractual negotiations or which is disclosed by third parties as non-confidential, provided that such third parties are not themselves in breach of

- confidentiality obligations,
 - which is or becomes publicly known through no fault or action of the Performance Provider, or
 - which must be disclosed due to legal obligations or official and/or judicial orders. In the latter case, the Performance Provider must inform Groz-Beckert immediately before disclosure. This is without prejudice to further legal obligations regarding confidentiality.
3. The Performance Provider undertakes to protect the Groz-Beckert trade secrets by means of secrecy measures which are reasonable under the circumstances and which correspond at least to the level of care customary in the trade and to the level of protection which the Performance Provider applies to its own trade secrets of the same category.
 4. If the Performance Provider, when providing its performance for Groz-Beckert, comes into contact with personal data of the Groz-Beckert's employees and other workers or with personal data of third-party contractors, Groz-Beckert's customers or consumers, or with other personal data processed by Groz-Beckert, the Performance Provider undertakes, either based on agreement concluded with Groz-Beckert or by confirming a Groz-Beckert order, to maintain confidentiality in respect of such personal data. Unless expressly stipulated otherwise, such disclosure of personal data shall not be regarded as any authorization or commission to process such personal data vested in the Performance Provider. In such a case, the Performance Provider undertakes to refrain from any processing of such personal data, in particular as far as its collecting, storing, recording or other exploiting are concerned. In respect of such personal data, the Performance Provider must always act in a way eliminating contradiction with the Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data (General Data Protection Regulation, GDPR). To a sufficient extent and for the fulfilment of the aforementioned purpose, the Performance Provider must obligate its employees or its other workers through whom the Performance Provider intends to implement its performance for Groz-Beckert, to maintain confidentiality and

adhere to other obligations imposed on the Performance Provider in relation to personal data protection.

§ 17 Final Provisions, Jurisdiction, Governing Law

1. The place of performance for all deliveries and performance of the Parties is the Groz-Beckert's registered office unless a different place is specified as the recipient's address in the order.
2. Legal disputes arising from the contractual relationship to which these General Terms and Conditions of Purchase apply, will be decided by the courts of the Czech Republic with relevant territorial and matter-of-fact jurisdiction.
3. Unless specified other in each case in writing, the contract as well as relationships arising therefrom are governed by the Civil Code. In case of a dispute, the Parties undertake to settle the dispute amicably.
4. The application of the United Nations Convention on the International Sale of Goods (UN international trade rules) of 11 April 1980 is excluded.
5. The Performance Provider acknowledges that part of the contract wording as per § 2 is defined by reference to these General Terms and Conditions of Purchase that form annex to the order. By accepting the order, the Performance Provider declares that it has familiarized itself with these General Terms and Conditions of Purchase, understands their content and agrees to be bound thereby. In accordance with the provisions of Section (558)(2) of the CC, the application of business practice in the contractual relationships between Groz-Beckert and the Performance Provider is excluded.
6. Without a prior written consent provided by Groz-Beckert, the Performance Provider is not authorized to assign or put in pledge its receivables from Groz-Beckert in favour of a third party or have them recovered by a third party. This consent may not be withheld by Groz-Beckert for no serious reason.

7. Should any provisions be or become invalid or ineffective, the validity and effect of the other provisions will remain unaffected. The invalid or ineffective provisions will be replaced by provisions the purpose of which is closest to them in legal sense.
8. The language of the contract is Czech. If the Parties use also a different language, the Czech language version takes precedence.
9. The contractual and the other legal relationships with the Performance Provider are governed by the legal order of the Czech Republic.

Valid from: June 2023