

General Terms and Conditions of Rexonix s.r.o.

These General Terms and Conditions (hereinafter referred to as "GTC") of Rexonix s.r.o., with its registered office at Pod višňovkou 1661/35, Krč, 140 00 Prague 4, ID No.: 044 93 982, registered in the Commercial Register kept by the Municipal Court in Prague, Section C, Insert No. 248598 (hereinafter referred to as the "Customer") further regulate the rights and obligations of the Customer and the Supplier (hereinafter referred to as the "Parties") and are an integral part of every order made by the Customer (hereinafter referred to as the "Order") towards suppliers of goods and/or service providers (hereinafter referred to as the "Supplier").

1. DELIVERY

- 1.1 The term "delivery" means the delivery of goods and/or the provision of services by the Supplier.
- 1.2. Unless the Order expressly provides for a different place of delivery, the complete and undelivered delivery shall be delivered to the Customer's premises no later than 4:30 p.m. on the date specified in the Order.
- 1.3 All documents, documents, warranties, instructions and manuals shall be delivered to the Customer at the same time as the delivery of the Goods and/or the provision of the Services.
- 1.4 The Goods and/or Services shall be delivered to the Customer exactly in accordance with the Order, these GTC, in perfect condition, complete, without any legal or factual defects.

2. WARRANTY

- 2.1. The Supplier shall provide a warranty for the quality, completeness and defect-freeness of the goods and/or the quality of the service for a period of not less than 24 months from the date of proper and complete performance of the delivery (hereinafter referred to as the "Warranty"). The Warranty shall be suspended during the period of repair of the goods and/or rectification of the defective service. Repair of the Goods and/or rectification of the defective service provided under the Warranty shall be provided by the Supplier to the Customer at the Supplier's sole expense. The Supplier shall be obliged to remove the defective Goods at its own expense from the place where they are located at the time of the claim, or to remedy the defective services provided at a place to be determined by the Customer.
- 2.2 In the event of a defective delivery, the Customer shall have the right, at its sole discretion, to either: (i) reject the defective goods and/or service and insist on the provision of faultless goods and/or services (without prejudice to clause 3.1 of these GTC), or (ii) cancel the Order without any penalty. Cancellation of the Order shall not entitle the Supplier to claim any damages.

3. PRICE AND PAYMENT TERMS

- 3.1 The price of the Goods and / or Services specified in the Order is final. The Supplier shall not be liable for any other costs associated with the Order.
- 3.2 In the event of delivery of the Goods, title shall pass to the Customer upon delivery of the Goods in perfect condition. In the case of the provision of services, the Supplier shall, at the time of the provision of the service, also grant the Customer an exclusive licence for unrestricted use, modifications and changes, and to grant a sub-licence to a third party for the subject matter of the performance provided by the Supplier to the Customer. The licensing fee is already part of the fee for the service provided.
- 3.3 The price of the goods and/or services shall be paid by the Customer on the basis of a tax invoice (hereinafter referred to as the "Invoice"), which the Supplier is entitled to issue after the goods and/or services have been fully and faultlessly provided. The Invoice shall include a

- delivery note or handover report certified by the Customer. The invoice shall contain the particulars set out in Act No 235/2004 Coll., on value added tax (hereinafter referred to as the "VAT Act"), and a reference to the Order number.
- 3.4 The Supplier is obliged to indicate on the invoice the number of the bank account which is published in the prescribed manner by the tax administrator (hereinafter referred to as the "Registered Account") in accordance with the VAT Act. If the published bank account number changes after the due date of the relevant Invoice, the Supplier is obliged to inform the Customer of the change of the published bank account number sufficiently in advance of the due date of the Invoice.
- 3.5 The due date for payment of a properly issued Invoice, containing all matters, is 30 days from the date of the Customer's receipt at fakturace@rexonix.cz . If the Invoice does not meet the requirements of a tax document, the Customer shall return it to the Supplier. The new 30-day due date starts on the date of delivery of the new/corrected tax document.
- 3.6 The Parties have agreed that the Customer shall pay its monetary obligations under or in connection with the relevant Order exclusively to the Registered Account, if the Supplier is obliged to publish an account. If the Supplier requires performance to an account other than the Registered Account, the Customer may refuse performance or perform to any registered account of the Supplier, at its discretion at any time. The Customer is also entitled to perform directly to the tax authorities, in particular if it is or could become a guarantor within the meaning of Section 109 of the VAT Act, and expressly in the event that the Customer, as the recipient of a taxable supply, pays the tax on such taxable supply on behalf of the Supplier without being called upon as Guarantor. The Customer's payment to any registered account of the Supplier or payment directly to the tax authorities, or payment of tax on the taxable performance provided, shall always be deemed to be the Customer's due performance under the Order and fulfilment of its obligation and the Supplier agrees to this without further delay. The date of payment shall be the date on which the amount is debited from the Customer's bank account.
- 3.7 The Supplier shall be obliged to fulfil in due time all tax obligations arising in connection with the Order. The Supplier shall immediately notify the Customer in writing of its designation as an unreliable payer within the meaning of Section 106a of the VAT Act and/or its insolvency or threat thereof. The Supplier undertakes to indemnify the Customer in full (pay all damages) in the event that the Customer incurs any costs, expenses and/or damages or injury in connection with the Supplier's failure to fulfil its tax obligations in a proper and timely manner.

4. ORDER DOCUMENTATION

- 4.1 All documents in connection with the Order shall be delivered by the Supplier to the Customer's registered office address unless the Order expressly provides for a different address. All documents addressed to the Supplier shall be addressed to the address specified in the header of the Order, or to the Supplier's registered office address as recorded in the commercial or trade register. All documents sent by the Customer shall be deemed to have been delivered no later than the third day of their deposit with the holder of the postal licence.
- 4.2 Any changes to the Order may only be made in writing, must be confirmed by an authorised representative of both the Customer and the Supplier and dated; otherwise, the change to the Order shall be null and void and the Customer shall not be liable for any costs and/or damages incurred by the Supplier in connection therewith.
- 4.3 By accepting the Order, the Supplier unconditionally accepts these GTC. Unless otherwise stated in the Order, the Supplier is not entitled to deviate from these GTC.
- 4.4 The Supplier assumes no risk of changes in circumstances.

- 4.5 The Supplier shall not be entitled to assign any claim, or part thereof, arising from an accepted Order to a third party. The Supplier is not entitled to assign the contract arising from an accepted Order to a third party.

5. PROTECTION OF PERSONAL DATA

- 5.1 The Supplier undertakes to comply with the obligations set out in Regulation (EU) No. 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as "GDPR") and Act No. 110/2019 Coll., on the processing of personal data. In the event that personal data is processed in connection with the performance of the subject of the Order, the Supplier undertakes to conclude a contract on the processing of personal data with the Customer in accordance with the relevant provisions of the GDPR.

6. ANTI-CORRUPTION CLAUSE

- 6.1 The Supplier confirms that it has read the Customer's Code of Conduct, available at <https://www.rexonix.cz/images/eticky-kodex.pdf>.
- 6.2 The Supplier undertakes to take all measures to ensure that neither it nor any of its employees or agents cooperating in the conclusion or performance of the Order commits any form of corrupt conduct, in particular conduct that could be perceived as accepting a bribe, bribery, indirect bribery or any other offence related to corruption pursuant to Act No. 40/2009 Coll., the Criminal Code, as amended.
- 6.3. The Supplier undertakes that: (i) shall not provide, offer or promise a bribe to or for another in connection with the procurement of matters of general interest or in connection with his or her business or that of another; (ii) shall not provide, offer or promise any undue advantage to third parties; (iii) will not accept or promise a bribe, whether for himself or for another, in connection with the procurement of matters of general interest or in connection with his or another's business; (iv) will not tolerate any form of corruption or bribery even with his business partners; and (v) will promptly notify the Customer if he has a conflict of interest with the Customer.
- 6.4 A bribe shall be understood as an undue advantage consisting of a direct pecuniary enrichment or advantage to which the person being bribed, or with his consent another person, is or is to be entitled.
- 6.5 The Supplier undertakes to immediately notify the Customer of any suspicion of corrupt behaviour that could be related to the conclusion of the Order or its performance, through the following communication channels: i) electronic address: compliance@rexonix.cz; ii) correspondence address: Compliance, Rexonix, s.r.o., Pod višňovkou 1661/35, Krč, 140 00 Praha 4 and to indicate in a distinctive form on the envelope "DO NOT OPEN - AT THE HANDS OF THE COMPLIANCE MANAGER".
- 6.6 The Supplier is obliged to provide the Customer with the necessary assistance, in particular the necessary documents and information, when investigating a specific finding/report of corrupt behaviour in connection with the Order.
- 6.7 The Customer undertakes that neither the Supplier, its employees nor any third parties shall be subject to any penalty or disadvantage for reporting in good faith suspected corrupt conduct in connection with the Customer's business.
- 6.8 If the Supplier breaches any of the obligations set out above in this anti-corruption clause, the Customer shall have the right to temporarily suspend (interrupt) performance under the contract entered into pursuant to the Purchase Order or terminate it by notice with immediate effect. The Parties are obliged to settle their mutual obligations in accordance with Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code").

- 6.9. In order to avoid any doubts, it is stated that the Customer reserves the right to disclose any information concerning the breach of this Anti-Corruption Clause to law enforcement authorities, regulatory authorities, other investigating authorities or other third parties, and to initiate civil proceedings to obtain compensation for damages caused to it as a result of the breach of this Anti-Corruption Clause.

7. CONTRACTUAL PENALTIES

- 7.1 In the event of delay by the Supplier in the delivery of goods/non-services, the Contractor shall be liable to a contractual penalty of 0.05% of the total price of the subject of the Order, excluding VAT, for each and every day of delay.
- 7.2 In the event of default by any Contracting Party in the payment of the amount due, the Entitled Party shall be entitled to a default interest of 0.05% of the amount due for each and every day of delay.
- 7.3 In the event that more than two weeks pass during the Warranty Period, the Customer shall be entitled to a contractual penalty in the amount of 1/10 of the total price of delivery excluding VAT stated in the Order for each week, even if commenced, when the goods and/or service are defective.
- 7.4 The contractual penalties and/or interest on the delay shall be payable within 14 days from the date of delivery of a written demand for payment by the party entitled to the payment to the account of the party entitled to the payment specified in the demand. The penalty clause shall be without prejudice to the right of the party entitled to compensation for damages.

8. APPLICABLE LAW

- 8.1 In the event of a conflict between the provisions of the GTC and the Order, the provisions of the Order shall prevail. All terms in these GTC have the same meaning as in the Order.
- 8.2 If any provision of these GTC becomes invalid or unenforceable, this shall not affect the validity of the Order and/or the GTC as a whole.
- 8.3 In other matters not expressly provided for, the relations of the Parties shall be governed by the law of the Czech Republic, in particular the Civil Code. All disputes arising from the Order shall be settled by the competent court of the Czech Republic. The local jurisdiction of the court of first instance is Prague.

These GTC are effective on 1 July 2022.