

# FläktGroup®

A **SAMSUNG** COMPANY

## General Terms and Conditions of Business - Version No. VOP202603

The following terms and conditions constitute the General Terms and Conditions of Business (hereinafter referred to as "GTC") of **FläktGroup Czech Republic a.s.**, with its registered office at Slovanská 781, Liberec XXV-Vesec, 463 12 Liberec, Business ID No.: 467 08 375, registered in the Commercial Register maintained by the Regional Court in Ústí nad Labem, Section B, Insert 252 (hereinafter referred to as the "**Seller**"). These GTC are published on the Seller's website on March 31, 2026.

### 1 Introductory provisions

- 1.1 Unless otherwise agreed, these GTC shall govern the conclusion and performance of contracts for the purchase of goods from the Seller's current product and sales portfolio at a given time (hereinafter referred to as the "**Goods**" and the "**Contract**") concluded between the Seller on the one hand and the Buyer on the other (hereinafter referred to as the "**Buyer**" and the Buyer together with the Seller hereinafter also referred to as the "**Parties**"). These GTC also apply to the Contract, which includes the installation (assembly) or commissioning of the Goods, even if the Contract would be considered a contract for work within the meaning of Section 2586 et seq. of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "**Civil Code**"). These GTC shall not apply to Contracts and obligations arising therefrom if the Contract is concluded by the Seller with a consumer within the meaning of Section 419 of the Civil Code.
- 1.2 These GTC determine part of the content of the Contract within the meaning of Section 1751 of the Civil Code and form an integral part thereof.
- 1.3 Offers by the Seller for the sale of the Goods (representing a proposal for the conclusion of a Contract between the Parties) (hereinafter referred to as the "**Offer**") accepted by the Buyer (for example, via e-mail communication) without being made in the form of a written contract signed by both Parties shall also be deemed to be a Contract.
- 1.4 Deviating provisions in the Contract shall prevail over these GTC. These GTC supplement and elaborate on the provisions contained in the Contract, and therefore the provisions of these GTC apply simultaneously alongside the

provisions on the same subject matter set out in the Contract, except for those specific rights and obligations that are regulated in the Contract differently in content than in these GTC, or those whose application is excluded by express reference in the Contract.

- 1.5 In the event of any conflict between the Contract and its annexes (including the Offer), the provisions contained in the Contract shall prevail.
  - 1.6 The rights and obligations relating to the provision of services associated with the CAREconnect system are set forth in the Specialized Terms and Conditions of Business of FläktGroup Czech Republic a.s., for "FläktGroup CAREconnect (remote access and connection service)" (hereinafter referred to as the "**CAREconnect STC**"), with which the Buyer is required to familiarize themselves and express their consent to them (applicable only if the Buyer purchases Goods containing the CAREconnect system). In such a case, the CAREconnect STC also become part of the Contract and constitute an integral part thereof.
  - 1.7 In the event of any conflict between the terms, conditions or provisions of the Contract, the CAREconnect STC, and the GTC, the terms, conditions or provisions set forth in the Contract shall prevail, followed by the CAREconnect STC.
- ### 2 Conclusion and amendments to the Contract
- 2.1 All oral or written agreements made prior to the conclusion of the Contract and relating to the same subject matter as the Contract are superseded and replaced by the provisions contained in the Contract and these GTC.
  - 2.2 The Contract is concluded upon acceptance of the Offer by the Buyer. Taking into account the contents of the Offer or the practice established between the Parties or if customary, the Buyer may accept the Offer by acting in accordance with it, in particular by accepting performance under the Offer.
  - 2.3 The Seller is bound by its Offer only for the period specified in the Offer. Acceptance of the Offer by the Buyer after the expiration of the period of the Seller's commitment to the Offer does not imply acceptance of the Offer, and therefore not the conclusion of the Contract. If the period of the

- Seller's commitment to the Offer is not specified in the Offer, it shall be 30 days from the issuance of the Offer by the Seller.
- 2.4 The implementation of the subject of performance specified in the Offer is subject to approval by the Seller. Therefore, the Seller is entitled to withdraw the Offer and refuse to implement the subject matter of the Contract at any time and without giving any reason.
- 2.5 The Contract may only be amended by written amendments. In the event that either Party provides the other Party with only a scan of a signed Contract or amendment thereto, such Contract or amendment shall be deemed valid.
- 3 Subject matter of the Contract**
- 3.1 Any Goods supplied by the Seller under the Contract shall be delivered in quality and in accordance with:
- (i) the qualitative requirements specified in the Contract and its annexes;
  - (ii) the ČSN technical standards;
  - (iii) the technical documentation (e.g. manuals, instructions, certificates, etc.) of the Seller.
- 4 Prices and payment terms**
- 4.1 Unless otherwise stated in the Contract, the price stated in the Contract does not include VAT. VAT will be added to the price at the statutory rate and also paid by the Buyer to the Seller.
- 4.2 The Buyer is not entitled to unilaterally set off any of its claims against the Seller's claims without the Seller's prior written consent.
- 4.3 In the case of pricing of Goods ordered in excess of the subject matter of the Contract, the Seller shall not be obliged to follow the prices of works, materials and goods stated in any previous contract concluded between the Buyer and the Seller or any of its previous Offers provided to the Buyer.
- 4.4 The Buyer agrees to the delivery of electronic invoices to the Buyer's email address specified in the Contract.
- 5 Transport and delivery**
- 5.1 Unless the Contract specifies a different delivery date for the Goods, the Seller shall deliver the Goods within 40 working days from the date on which
- (i) the Seller has received the agreed price of the Goods in full for cases where the Parties have agreed that the Buyer shall pay the Seller the price in full prior to delivery of the Goods by the Seller;
  - (ii) the Seller has received the full amount of the agreed advance payment for the price
- of the Goods for cases where the Parties have agreed that the Buyer shall pay the advance payment for the price of the Goods to the Seller prior to the delivery of the Goods by the Seller and at the same time it is not a case under point (i) of this Clause of these GTC;
- (iii) the Parties have entered into the Contract and at the same time there is no ambiguity between the Parties regarding the technical specification of the Goods to be delivered, for cases that do not fall under the points (i) nor (ii) of this Clause of these GTC.
- 5.2 If the place and method of delivery of the Goods is not agreed in the Contract, the Parties have agreed the place of delivery of the Goods EXW (INCOTERMS 2020) FläktGroup Czech Republic a.s., Slovanská 781, Liberec XXV-Vesec, 463 12 Liberec. If the Contract includes installation (assembly) of the Goods and unless otherwise specified in the Contract, the Parties have agreed on the place of delivery of the Goods DAP (INCOTERMS 2020) to the place of installation (assembly). If the address of the place of installation (assembly) is not specified in the Contract, then the place of delivery shall be the Buyer's registered office.
- 5.3 If the place of delivery of the Goods is a place other than EXW (INCOTERMS 2020) FläktGroup Czech Republic a.s., Slovanská 781, Liberec XXV-Vesec, 463 12 Liberec, and unless otherwise agreed in the Contract, the Seller shall arrange for transport to the place of delivery. The costs associated with the transport (i.e. in particular the costs of the carrier, customs fees, etc.) shall be borne by the Buyer.
- 6 Dates**
- 6.1 Except as further provided below, changes to the dates specified in the Contract may be made only by written agreement of both Parties in the form of a written amendment to the Contract signed by authorized representatives of the Parties.
- 6.2 In the event that the Parties agree on delivery of Goods in excess of the scope agreed in the Contract, the delivery date of the Goods shall be extended by the time agreed in writing by both Parties. Unless the Parties expressly agree that the delivery date of the Goods shall not be changed, the delivery date of the Goods shall be extended without further consideration by the time necessary for delivery of the Goods.
- 6.3 The date for delivery of the Goods and performance of the Seller's other obligations under the Contract shall be extended without further consideration in the event that:
- (i) the Buyer does not allow the Seller access to the premises where the Goods are to

- be handed over or installed (assembled) or commissioned;
- (ii) the Buyer has not provided the Seller with the agreed or necessary cooperation for the delivery or installation (assembly) or commissioning of the Goods;
- (iii) the Buyer has failed to secure all necessary permits, consents, statements, materials, or other performance required for the delivery or installation (assembly) or commissioning of the Goods, although it was obliged to do so under the Contract or under the applicable law;
- (iv) the Buyer breaches any of its obligations which prevents or restricts the Seller from fulfilling its obligations under the Contract;
- (v) a force majeure event occurs that prevents the Seller from delivering or installing (assembling) or commissioning the Goods or restricts the Seller from fulfilling its obligations under the Contract;
- (vi) the Buyer is in default in the payment of the price of any Goods and/or other performance to the Seller.
- 6.4 For the purposes of these GTC and the Contract, a force majeure event means, in particular:
- (i) delay in obtaining any permit or consent necessary for the delivery or installation (assembly) or commissioning of the Goods which the Seller is obliged to secure, if such delay is caused by delay on the part of a public authority or the submission of appeals against the relevant permit/consent;
- (ii) a state of war, war (whether declared or not), other armed conflict or serious threat of armed conflict, public disorder, revolution, acts of terrorism, sabotage and similar circumstances;
- (iii) drought, floods, inundation, earthquakes, fires, severe storms, landslides, snow calamities and other natural disasters;
- (iv) intervention by a public authority or newly effective applicable law or technical standards affecting the delivery or installation (assembly) or commissioning of the Goods;
- (v) strikes or labour unrest such as boycotts, strike and lockout, work stoppages, occupation of factories and premises;
- (vi) restricting or stopping traffic at customs;
- (vii) epidemic, pandemic, damage or destruction by lightning, explosion, fire, destruction of machinery, equipment, factories and any kind of facilities, prolonged failure of transport, telecommunications or electricity;
- (viii) delay of a subcontractor on whose performance the Seller's performance is dependent and other events arising independently of the Seller's will and outside the Seller's sphere of control, which the Seller could not have expected at the time of conclusion of the Contract and which it could not have prevented or avoided.
- 6.5 In the event that the Buyer fails to meet its financial obligations to the Seller by the due date, the Seller shall be entitled to suspend the delivery of the Goods and/or their installation (assembly) or commissioning until all overdue amounts are paid in full. During this period, the delivery date of the Goods shall be extended and the Seller shall not be in default of performance under the Contract or other related obligations.
- 6.6 Delivery date of the Goods in cases under Clauses 6.3 to 6.5 of these GTC shall be extended by the time necessary for delivery of the Goods according to the Seller's capabilities, but at least for the period of time during which the force majeure and/or the Buyer's delay in fulfilling its obligations lasted.
- 7 Assembly and commissioning of the Goods**
- 7.1 In the event that the subject matter of the Contract is the manufacture of the Goods according to the Buyer's specific requirements and/or the assembly or commissioning of the Goods, the Seller shall proceed independently in the performance of its obligations under the Contract. The Seller shall take into account the Buyer's instructions in the performance of the Contract, provided that they do not adversely affect the manner of manufacture or assembly or commissioning of the Goods, the agreed dates or price. However, the Buyer's instructions shall not be binding on the Seller.
- 7.2 The Seller is entitled to use subcontractors for the performance of the Contract.
- 7.3 In the event that the Buyer is obliged under the Contract to provide the Seller with any documentation for the manufacture or assembly or commissioning of the Goods, the Buyer shall ensure that the documentation is complete, correct, in accordance with all applicable law and that the manufacture of the Goods or their assembly or commissioning according to the documentation is possible. In the event that the Seller discovers a defect in the documentation (contradictions, errors, inability to follow the documentation), the Seller shall notify the Buyer of the defect. The Buyer shall rectify the defect or give the Seller binding instructions on how to proceed. The Buyer shall bear all costs and

damages incurred by the Seller as a result of defects in the documentation provided by the Buyer.

- 7.4 Unless otherwise agreed in the Contract, the Buyer is obliged to secure all public and private permits, consents and statements of public authorities or other bodies and persons concerned with the assembly or commissioning of the Goods which are necessary for the commencement, implementation, completion of the assembly or commissioning and/or subsequent operation of the Goods. The Buyer shall secure all permits, consents and statements within the timeframes/deadlines specified in the Contract. If the relevant timeframes/deadlines are not specified in the Contract, the Buyer shall secure the permits, consents and statements within such timeframes so that the Seller is not restricted in any way in the assembly or commissioning of the Goods due to the lack of such permits, consents or statements.

## **8 Handover and acceptance of the Goods**

- 8.1 The Buyer is obliged to accept the Goods from the Seller. The Buyer is obliged to accept the Goods even if they have at the time of their delivery such defects and imperfections that do not prevent or restrict the use of the Goods in a significant way and if the Seller undertakes to rectify these defects within the time limit mutually agreed by the Parties or determined by the Seller in the regime of Clause 8.6 of these GTC.
- 8.2 The handover of the Goods shall be accompanied by a delivery note signed by representatives of both Parties, which shall include in particular:
- (i) identification of the Buyer and Seller;
  - (ii) identification of the Goods to be handed over;
  - (iii) the date of handover of the Goods;
  - (iv) a list of any defects, including the deadlines for rectification of such defects.
- 8.3 If the delivery note does not contain any claimed defects, the Goods shall be deemed to be free from obvious defects upon handover.
- 8.4 If the Goods are accepted by a carrier on behalf of the Buyer, the carrier shall sign the bill of lading containing the requirements according to Clause 8.2 point (i) to (iii) as well as the details of the carrier who has accepted the Goods.
- 8.5 In the event that the Buyer unreasonably fails to attend the handover of the Goods, unreasonably refuses to accept the Goods and/or refuses to sign the delivery note, the Goods shall be deemed to have been duly handed over and accepted by the Buyer on the date when the handover of the Goods should have taken place.
- 8.6 If the Parties do not agree on the date of rectification of defects resulting from the

handover procedure, the Seller shall determine the date of rectification of defects.

- 8.7 Ownership of the Goods shall pass to the Buyer at the time of full payment of the price, unless it has passed to the Buyer earlier on the basis of mandatory provisions of Czech applicable law, in particular because the item forming part of the Goods has become part of another item in the possession of the Buyer or a third party as a result of the assembly of the Goods (embedding).

- 8.8 The Seller shall grant the Buyer consent to embed the Goods (or part thereof) into the property of the Buyer or a third party if the Buyer informs the Seller of the embedding of the Goods and acknowledges its obligation to the Seller. In the event that the Buyer embeds the Goods without the Seller's consent, the Buyer shall be deemed to have acknowledged its obligations to the Seller in relation to the delivery of the Goods.

## **9 Defective performance rights and quality guarantee**

- 9.1 The Seller is liable to the Buyer for the fact that the purchased Goods will be delivered in the ordered quantity and at the time of handover (delivery) to the Buyer will be of the quality and execution specified in the Contract and resulting from these GTC.

- 9.2 In the event that the Buyer does not accept the Goods within the specified time without legal reason, the Seller shall be liable for the defects that the Goods had at the time when they should have been handed over to the Buyer.

- 9.3 Unless otherwise stated in the Contract, the Seller provides the Buyer with a 24-month quality guarantee for the Goods, unless the Goods are provided by the Seller to the Buyer as a spare part for other goods, in which case the Seller provides the Buyer only with a 6-month quality guarantee of such Goods.

- 9.4 Unless otherwise stated in the Contract, the quality guarantee begins to run on the date on which the Goods are handed over to the Buyer. In the event that the Buyer refuses to accept the Goods within the agreed time or at the Buyer's request without legal reason, the guarantee shall begin to run on the date on which the Buyer should have taken over the Goods.

- 9.5 By guaranteeing the quality, the Seller undertakes that the Goods will be fit for the agreed purpose and will retain their characteristics for the duration of the guarantee. The quality guarantee thus covers in particular, but not exclusively, the loss or undesirable change in the prescribed characteristics of the Goods that arise or become apparent during the guarantee period.

- 9.6 The Buyer has no rights from defective performance (including performance from the guarantee) if the defect was caused by:

- (i) damage to the Goods by the Buyer or third parties;
  - (ii) improper installation (assembly) or commissioning contrary to the instructions for installation (assembly) or commissioning of the Goods;
  - (iii) improper use;
  - (iv) improper maintenance contrary to the maintenance and service instructions for the equipment;
  - (v) failure to comply with operating regulations;
  - (vi) defects due to force majeure;
  - (vii) improper storage.
- 9.7 The guarantee does not cover defects caused by natural wear and tear and items that are consumables such as fuses, light bulbs, batteries for controllers, replacement filters, etc.
- 9.8 If the Goods are defective, the Seller shall, at its discretion:
- (i) rectify the defect by repairing the item;
  - (ii) rectify the defect by delivering a new item without defects or by delivering the missing part of the Goods;
  - (iii) provide the Buyer with a reasonable discount on the price.
- The Seller shall notify the Buyer of the method of rectifying the defect.
- 9.9 The Buyer shall inspect the Goods with professional care upon acceptance and verify their characteristics and quantity. In the event that the Goods have been accepted by a carrier on behalf of the Buyer, the Buyer shall inspect the Goods immediately upon delivery of the Goods to their destination. If the Buyer fails to notify of the defect in writing without undue delay, but no later than 7 days after it could have been discovered by timely inspection and due care, the Buyer's claims from defective performance shall cease.
- 9.10 The Buyer shall not have rights from defective performance if it is a defect which it ought, with the exercise of ordinary professional care, to have recognised already at the conclusion of the Contract.
- 9.11 Defects can be pointed out in writing to the Seller's registered office or to the Seller's e-mail address [service.cz@flaktgroup.com](mailto:service.cz@flaktgroup.com).
- 9.12 The Buyer is not entitled to transfer or assign the rights from defective performance to another person without the consent of the Seller.
- 9.13 During the Buyer's default in payment of the price or part thereof or other claims of the Seller against the Buyer at the time, the Buyer shall not

be entitled to the Seller's performance under guarantee defects or general liability for defects in the Goods and the Seller shall not be in default in the performance of the relevant obligations during the Buyer's default. The Seller shall be obliged to settle the Buyer's claim under guarantee defects or general liability for defects only after payment of the relevant amount due, including the relevant accessories. The period of time when the Buyer cannot make a claim for guarantee defects or general liability for defects does not affect the guarantee period, i.e. the quality guarantee is not extended in any way.

9.14 In the event that the Buyer starts the removal of the defect on his own or through a third party without the prior written consent of the Seller, it loses their claims under the quality guarantee provided by the Seller. The Buyer's rights under the guarantee shall also cease if the Buyer modifies the Goods without the prior written consent of the Seller or otherwise violates their integrity or allows such intervention by a third party.

9.15 The Buyer is obliged to allow the Seller access to the Goods, if necessary for the proper rectification of defects or imperfections.

9.16 The provisions of Clauses 9.4 to 9.15 shall apply mutatis mutandis to the quality guarantee provided by the Seller to the Buyer for service work performed in the performance of the Contract, which is provided by the Seller to the Buyer for a period of 6 months.

## **10 Limitation of compensation for damages**

10.1 To the maximum extent permitted by the applicable law and without prejudice in particular to Section 2898 of the Civil Code, the Seller's obligation to indemnify the Buyer as well as the Buyer's corresponding right against the Seller to indemnify the Buyer, arising in connection with the sale of the Goods by the Seller to the Buyer and/or the performance of the Contract and/or as a result of the sale of the Goods by the Seller to the Buyer and/or the performance of the Contract, shall be limited to a maximum amount equal to 100% of the price of the performance specified in the Contract (excluding VAT, if any) to which the event giving rise to the damage relates; if the damage relates to more than one Contract, such obligation of the Seller to indemnify the Buyer, and such corresponding right of the Buyer against the Seller to indemnify the Seller, shall be limited to an amount equal to 100% of the sum of the performance prices (excluding VAT, if any) specified in such Contracts. Furthermore, the Buyer shall not be entitled to claim lost profits or any other consequential damages (by which is meant any other damages which have arisen indirectly as a result of the Seller's conduct) in respect of any damage caused by unintentional conduct or conduct not caused by the Seller's gross negligence.

## **11 Penalties / Withdrawal from the Contract**

- 11.1 In the event of the Seller's delay in delivering the Goods to the Buyer, the Seller shall pay the Buyer a contractual penalty of 0.05% per day of the price (excluding VAT, if any) of the Goods being delivered, with the delivery of which the Seller is in delay to the Buyer, for each and every even commenced day of the Seller's delay in fulfilling this obligation.
- 11.2 In the event of delay of the Buyer with the acceptance of the Goods from the Seller, the Buyer shall pay the Seller a contractual penalty of 0.05% per day of the price (excluding VAT, if any) of the Goods, the acceptance of which the Buyer is in delay, for each and every even commenced day of delay of the Buyer in fulfilling this obligation. Clause 8.5 of these GTC shall not apply for the purposes of the contractual penalty agreed in this Clause 11.2 of these GTC.
- 11.3 In the event of delay of the Buyer with payment of the price of the Goods to the Seller, the Buyer shall pay the Seller a contractual penalty of 0.05% per day of the amount due, with the payment of which the Buyer is in delay, for each and every even commenced day of delay in fulfilling this obligation. In the event of delay of the Buyer in payment of the price (within the scope of the Contract) of the service work performed to the Seller, the Buyer shall pay the Seller a contractual penalty of 0.05% per day of the amount due, with the payment of which the Buyer is in delay, for each and every even commenced day of delay in fulfilling this obligation.
- 11.4 The contractual penalties agreed in the Contract or these GTC do not exclude the Seller's claim for compensation for damages arising from the breach of the Buyer's obligation secured by the contractual penalty in full.
- 11.5 The Seller's obligation to pay any and all contractual penalties which the Seller is obliged to pay to the Buyer under the Contract and/or these GTC, as well as the Buyer's corresponding right against the Seller to pay such contractual penalties, shall be limited in their sum (aggregation) to an amount corresponding to 10% of the price of performance (excluding VAT, if any) specified in the Contract. For the avoidance of doubt, it is thus made indisputable that once the maximum limit set out in the preceding sentence of these GTC has been reached, the Seller shall have no further obligation to pay and the Buyer no further right to be paid for the contractual penalties in question.
- 11.6 The Parties agree that withdrawal from the Contract shall be possible only for reasons expressly stated in the Contract or these GTC. For the above reason, the Parties exclude the application of the following provisions of the Civil Code for the withdrawal from the Contract: Sections 1923, 1969, 1978, 2002, 2106, 2169,

2593 last sentence, 2612(2), 2622(3) and 2627 (in relation to the Buyer's option to withdraw from the Contract).

- 11.7 The Seller is entitled to withdraw from the Contract in the following cases:
- (i) the Buyer is in default in the performance of any of its financial obligations to the Seller under the Contract for a period of more than 15 days after its due date, if the Buyer has been requested to pay by the Seller at least once in writing with a period of time to remedy;
  - (ii) the Buyer is in default in the performance of any of its obligations under the Contract for a period of more than 15 days if the Buyer has been requested to perform the obligation by the Seller at least once in writing with a period of time to remedy;
  - (iii) justifiable insolvency proceedings are initiated against the Buyer or the Buyer is bankrupt;
  - (iv) for any other reason specified in the Contract.
- 11.8 The Buyer shall be entitled to withdraw from the Contract in the event that the Seller is in default in the delivery of the Goods for a period exceeding 30 days, except in cases where the default is caused by force majeure and except for in cases where, under the Contract, applicable law and/or these GTC, such default by the Seller does not constitute a breach of the Seller's obligations.
- 11.9 The price agreement, payment terms, default interest, contractual penalties, including their limitations, limitations of compensation for damages and dispute resolution shall remain in force even in the event of withdrawal from the Contract.
- 11.10 In the event that the Seller withdraws from the Contract before the Goods have been fully delivered to the Buyer, the Seller shall be entitled to payment of the price for the Goods already delivered and shall also be entitled to reimbursement of lost profit in the amount of the margin for the undelivered parts of the Goods. The Seller's right to compensation for actual damages resulting from the Buyer's breach of the Contract shall remain unaffected.
- 11.11 Withdrawal from the Contract must be made in writing, the effects of withdrawal shall commence on the date of delivery of the notice of withdrawal to the other Party.
- ## **12 Cancellation of an order/Contract**
- 12.1 A concluded Contract may be terminated beyond the grounds specified in the Contract or the GTC only by written agreement between the Parties

- (hereinafter referred to as the "**Agreement**"). Unless the Parties expressly agree otherwise, the Agreement to terminate the Contract shall take effect on the date of its signature by both Parties. For the avoidance of doubt, these GTC expressly stipulate that they do not permit unilateral termination of the Contract by the Buyer, and its termination is contingent upon the Agreement defined above.
- 12.2 Given that the Seller may commence performance of the Contract immediately upon its conclusion, regardless of the agreed delivery date for the Goods, the Seller is entitled, upon termination of the Contract by the Agreement, to demand that the Buyer reimburse all costs incurred for the purpose of performing the Contract (see Clause 12.3 of these GTC) as well as compensation corresponding to a reasonable portion of the anticipated profit that the Seller would have earned had the Contract not been terminated. The purpose of this provision is to ensure the timely allocation of the production capacities and resources of the Seller, its suppliers (or subcontractors) for the production of the Goods in accordance with the Buyer's requirements. By entering into the Contract, the Buyer expressly agrees to the Seller's claims under this Clause of these GTC in the event of termination of the Contract by the Agreement and undertakes to pay such claims to the Seller.
- 12.3 The costs incurred in connection with the performance of the Contract, for which the Seller is entitled to reimbursement by the Buyer, include, in particular:
- (i) costs of work performed;
  - (ii) costs of raw materials or components;
  - (iii) costs incurred for the installation of the Goods at the location designated by the Buyer;
  - (iv) costs of removing the Seller's equipment or facilities and work already performed, and the protection of such equipment/facilities;
  - (v) costs incurred for transportation (including costs incurred for transporting the Goods, personnel, or materials back to the location designated by the Seller);
  - (vi) costs incurred by the termination of contracts concluded with suppliers and subcontractors;
  - (vii) any other costs incurred by the Seller in connection with the performance of the Contract.
- 12.4 The provisions of Clauses 12.2 and 12.3 shall apply mutatis mutandis to amendments to the Contract pursuant to the provisions of Clause 2.5.
- 13 Sanctioned territories**
- 13.1 The Buyer declares and undertakes that the Goods shall not be sold, supplied, transferred or exported, directly or indirectly, as dual use goods or technology, to any person or entity, subject or body in a state and/or territory which is subject to sanctions under the laws of the Czech Republic and/or the European Union and/or any other applicable law for the sale, supply, transfer or export of such goods (the Goods) or for use in such state and/or territory.
- 14 Final provisions**
- 14.1 The Contract and these GTC, as well as all rights and obligations of the Parties arising under the Contract and these GTC and/or as a result thereof, shall be governed exclusively by the law of the Czech Republic and shall be interpreted exclusively in accordance with the law of the Czech Republic, to the maximum extent permissible, excluding the application of conflict of laws rules and international treaties that would, even in part, lead to the application of a law other than the law of the Czech Republic. The Parties hereby exclude the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG, Vienna 1980) and this Convention shall not apply even in part to the relations of the Parties, the Contract, these GTC and the sale of the Goods under the Contract. The legal relations between the Seller and the Buyer not expressly and/or differently regulated by these GTC or the Contract shall be governed by the relevant applicable law of the Czech Republic, in particular the Civil Code.
- 14.2 The Seller and the Buyer agree to resolve any and all disputes, discrepancies or claims arising out of and/or resulting from the Contract and/or these GTC and/or as a result thereof primarily amicably. If such amicable resolution is not possible, any such dispute, discrepancy or claim shall be resolved exclusively by the courts of the Czech Republic exclusively under the substantive and procedural law of the Czech Republic. To the maximum extent permitted by law, any such disputes, discrepancies or claims shall be resolved and adjudicated in the first instance by the District Court in Liberec in cases where the procedural rules of the law applicable to the resolution and adjudication of the dispute, discrepancy or claim in the first instance provide for the subject matter jurisdiction of the District Court, and the Regional Court in Ústí nad Labem - Liberec Branch in cases where the procedural rules of applicable law provide for the subject matter jurisdiction of the Regional Court to resolve and adjudicate the dispute, discrepancy or claim in the first instance.
- 14.3 If any of the provisions of the Contract or these GTC are or become invalid, void, ineffective, unenforceable or illusory in whole or in part, or if the Contract contains obvious omissions, the validity of the remaining provisions shall not be

affected. In lieu of the invalid, void, ineffective, unenforceable, illusory or missing provision, the Parties shall, without undue delay, negotiate a valid provision that most closely matches the meaning and intent of the invalid, void, ineffective, unenforceable, illusory or missing provision.

14.4 The Parties assume the risk of change of circumstances; the provisions of Sections 1765(1), 1766 and 2000 of the Civil Code shall not apply to the Contract.

14.5 These GTC shall take effect on the date of their publication on the Seller's website and, as of that date, shall fully replace the General Terms and Conditions – Version No. VOP202501.

**FläktGroup Czech Republic a.s.**

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