

# PRAHA VACCINES a.s.

## [TRANSLATION FROM CZECH LANGUAGE]

### STANDARD BUYING TERMS AND CONDITIONS OF PRAHA VACCINES A.S.

#### PREAMBLE:

These standard buying terms and conditions (**SBTC**) are prepared in accordance with Act No. 89/2012 Coll., the Civil Code, as amended (**Civil Code**), and other rules of the legal order of the Czech Republic and are binding in respect of any business done between Praha Vaccines a.s., with its registered office at Bohumil 138, 281 63 Jevany, Identification Number: 06002919, registered in the Commercial Register administered by the Municipal Court in Prague, Section B, File 22392 (**Customer**) and any legal entity supplying the Customer with goods or services or performing a work for the Customer (**Supplier**).

#### 1. CONCLUSION OF CONTRACT

- 1.1 The Customer's purchase orders shall be governed by these SBTC unless the application of these SBTC or part thereof is excluded or these SBTC are modified and/or supplemented by the Customer in his purchase order and/or the contract entered into between the Customer and the Supplier.
- 1.2 The SBTC form an integral part of purchase orders of the Customer and/or contracts entered into by and between the Customer and the Supplier and any amendments to such purchase orders or contracts
- 1.3 Unless the Customer and the Supplier agree otherwise, the Customer is not bound by any terms and conditions of the Supplier that are in conflict with or supplement these SBTC in any manner.
- 1.4 Once a purchase order acceptance by the Supplier is delivered to the Customer or a binding offer acceptance by the Customer is delivered to the Supplier, this results in the making of (i) a selling agreement between the Customer as the buyer and the Supplier as the seller if the purchase order is placed for goods or (ii) a contract for work, if the purchase order is placed for performance of work or services; the rights and obligation of the parties shall be governed by the purchase order and these SBTC (**Supplier Contract**). The Supplier shall not be entitled to supply goods and/or services and/or perform work prior to the executing of the Supplier Contract.
- 1.5 The Customer hereby precludes the possibility of the Supplier to accept an offer with an amendment or variation pursuant to Section 1740(3) of the Civil Code.

#### 2. RIGHTS AND OBLIGATIONS OF PARTIES

- 2.1 The Supplier agrees to supply goods and/or render services and/or perform work to the Customer in a due manner and time, in accordance with these SBTC and under the Supplier Contract and do so with adequate professional care, and the Customer agrees to pay the Supplier such a purchase price for the goods duly supplied and/or such consideration for the services or work duly rendered as stipulated in the Supplier Contract in accordance with these

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SBTC.

## 3. REPRESENTATIONS AND OBLIGATIONS OF THE SUPPLIER

- 3.1 The Supplier agrees to follow the specifications stipulated in the Supplier Contract in manufacturing and supplying the ordered goods and/or rendering services and/or performance of work to the Customer. The Customer shall accept goods and/or services and/or work from the Supplier provided that such goods and/or services and/or work meet the requirements the Customer specified in the Supplier Contract and are fit for the agreed purpose
- 3.2 The Supplier represents that he will only use duly qualified, trained and experienced persons for the supplies of goods and/or the rendering of services and/or performance of work specified in the Supplier Contract. The Supplier shall ensure that his employees, agents and any other person the Supplier may use in connection with the supplies of goods and/or the rendering of services and/or performance of work specified in the Supplier Contract exercise such a standard of due care which the Supplier is bound to in the Supplier Contract and these SBTC. For discharging his obligations resulting from the supplies of goods and/or the rendering of services and/or performance of work the Supplier shall only be entitled to use third parties upon a prior written consent of the Customer; even where such a consent is granted, the Supplier shall be liable for due supply of goods and/or rendering of services and/or performance of work and observance by the third party of all the terms and conditions of the Supplier Contract and these SBTC as if the Supplier himself supplied the goods and/or rendered the services and/or performed the work. The Supplier agrees to immediately replace any third party taking part in performing the Supplier Contract where the Customer requests such replacement.
- 3.3 In discharging his obligations resulting from the Supplier Contract the Supplier shall conduct with due professional care and in accordance with the instructions issued by the Customer and all internal policies and the (general) terms of business and these SBTC that the Customer may communicate to the Supplier from time to time.
- 3.4 The Supplier represents that he is qualified to supply the goods and/or render the services and/or perform the work specified in the Supplier Contract, has the relevant approvals and registrations, meets qualification requirements for doing business, has obtained all necessary permissions, consents, authorisations and registrations, has made the relevant notifications necessary for the discharging of the obligations resulting from the supply of goods and/or the rendering of services, and such permissions and consents are fully valid and effective. The Supplier represents that supplying goods or rendering services under the Supplier Contract is in no conflict with other obligations of the Supplier.
- 3.5 The Supplier declares that no claim, suit, proceedings, or investigations by state bodies exists, nor is the Supplier aware that any such claim, suit, proceedings, or investigations by state bodies is imminent that could have a deleterious effect on the Supplier's ability to perform his obligations according to the Supplier Contract or which would cause the invalidity or unenforceability of this Supplier Contract.
- 3.6 The Supplier represents that the executing of the Supplier Contract under these SBTC is in no conflict with the terms and conditions stipulated in any contract or agreement entered into by the

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Supplier with a third party, the delivering of the Supplier Contract by the Supplier will not result in violating a third party's rights, ethical codes of conduct, applicable legal rules or generally binding or internal rules of the Supplier, rulings, orders (including minister's orders) or regulations of superior bodies or the Supplier's employer, or other rules and directions by which the Supplier is required to abide.

- 3.7 The Supplier agrees to enable the Customer to check due use of the monetary performance provided under the Supplier Contract; the Supplier shall do so especially by:
- (a) Providing, on a regular basis, invoices with a detailed description of the goods and/or the services provided by the Supplier
  - (b) Providing documentation pertaining to all the expenses the Supplier requests to be refunded and notifying the Customer of any extraordinary expenses in writing beforehand. The Customer shall approve in writing any extraordinary expenses before they are incurred; and
  - (c) Providing the Customer's internal and/or outside auditors, during the Supplier Contract and for three (3) years following after the last payment under the Supplier Contract, with access to accounting entries, documents and records of the Supplier related to the goods and/or the services provided under the Supplier Contract; such access is to be provided at business hours and following a prior notice made in due time beforehand.
- 3.8 If personal data are collected, processed or kept in connection with the supplies of goods or the rendering of services under the Supplier Contract, the Supplier agrees to conduct in accordance with legal regulation on protection of personal data .
- 3.9 The Supplier shall check any instructions and/or documents provided for him by the Customer for the delivery of the Supplier Contract and inform the Customer immediately of any discrepancy and/or error the Supplier has identified or suspects. If the Supplier breaches the obligation to inform the Customer, the Supplier shall be held liable for the defects of goods or services that may be caused by the use of wrong or inappropriate instructions and/or documents provided for him by the Customer.

## 4. REPRESENTATIONS AND OBLIGATIONS OF THE BUYER

- 4.1 The Customer shall provide the Supplier with the cooperation necessary for the Supplier to duly discharge his obligations resulting from the Supplier Contract.
- 4.2 The Supplier declares that he is capable of executing the Supplier Contract, that he has obtained all necessary permits and approvals for the signing of the Supplier Contract and for the performance of the obligations arising from it, and that these permits and approvals are valid and applicable in their full extent.

## 5. TERM OF DELIVERY

- 5.1 The Supplier agrees to deliver the goods and/or render the services and/or perform the work to the Customer in due manner and in the term of delivery stipulated in the Supplier Contract. The term of delivery is the date on which the ordered goods are to reach the place of delivery and/or the rendering of the ordered services and/or the performance of the work is to be commenced.

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- 5.2 If a delay in supplies is expected, the Supplier agrees to notify the Customer of such a delay in writing as soon as the Supplier becomes aware of such a delay.
- 5.3 Apart from force majeure events or where an event of default is attributable to the Customer, if the Supplier fails to supply in due manner and/or time or fails to supply in due quantity or amount or a delay in supplies is likely to occur, then the Customer reserves the right to withdraw from the entire Supplier Contract and/or that part thereof which is yet to be performed and/or the right to agree with the Supplier on a new term of delivery. The rights reserved above shall be without prejudice to the Customer's right to demand from the Supplier compensation for direct or indirect damage suffered in connection with delayed supplies and/or failure to supply to the agreed place.

## 6. SUPPLIES

- 6.1 Unless agreed otherwise, all supplies of goods and/or services and/or perform work shall be delivered at the registered office of the Customer.
- 6.2 Partial supplies of goods and/or services and/or work are not allowed without a prior written consent of the Customer.
- 6.3 Each supply of goods must include a bill of delivery (two copies) which must show the same data as does the goods dispatch notice, otherwise the goods shall be returned to the Supplier at his expense.
- 6.4 The Supplier agrees to follow the Customer's instructions, especially those in connection with marking goods and issuing accompanying documents
- 6.5 Goods/services/work are understood to have been supplied once accepted by the Customer. By attaching his signature to the bill of delivery and filling in the date of supply, the Customer – his employee, agent or representative authorised to accept goods – confirms the acceptance of a supply but this constitutes no approval as to the standard of the goods supplied.
- 6.6 The ownership right to the goods and the risk of damage to the goods is transferred to the Customer at the moment of taking over the goods by the Customer. The Customer reserves the right to refuse to take over the goods and to return the goods to the Supplier at its expense if the Supplier delivers the goods before the delivery time specified in the delivery contract. The Supplier shall promptly notify the Customer of any fact that could cause delay in the performance of its obligations under the Supplier Contract

## 7. PACKAGING, TRANSPORT AND INSPECTION OF GOODS

- 7.1 Unless the Customer requires otherwise, goods must be prepared and packed in a manner matching the nature of the goods, the method of transport and the place of delivery.
- 7.2 Unless agreed otherwise, the transport and dispatch documents are to be prepared by the Supplier. The Supplier shall pay the dispatch costs. The dispatch costs include all costs, especially those of packaging, loading, placing, insurance and the costs of transport related to the supply of goods.
- 7.3 Packing and transport of goods are at the risk of the Supplier.

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- 7.4 The Supplier shall inspect the goods prior to dispatch. In accepting the goods/services/work the Customer shall check the contents of the supply against the bill of delivery and make a standard control acceptance of the goods / assessment of the services rendered / performance of the work and mark in the relevant bill of delivery all the defects identified in the acceptance inspections.
- 7.5 If the goods/services/work show defects in the acceptance procedure, the Customer shall be entitled to, besides his other rights, refuse to accept the goods/services/work and return them to the Supplier at the Supplier's expense and demand that any payments already made be refunded.

## 8. PRICES, INVOICING AND PAYMENT

- 8.1 The price or remuneration set out in the supply contract is final, binding and complete and cannot be changed unless otherwise specified in the Supplier's order, and includes all fees, taxes, inspection, shipping, transportation, etc., and administrative, travel, customs, insurance or other costs relating to the delivery of goods, the provision of services or the execution of a work, unless otherwise agreed by the Parties. Exchange rate fluctuations does not entitle the Supplier to change the agreed price.
- 8.2 The Customer shall pay the price for goods or remuneration for services or work on the basis of invoices duly issued by the Supplier according to the relevant legal regulations and delivered to the Customer without undue delay after proper delivery of goods, proper provision of services or performance of work; due date shall not be less than 30 days from the delivery of the invoice to the Customer. Each invoice will always be accompanied by a detailed description of the goods or services or performed work provided by the Supplier specified in the relevant delivery contract.
- 8.3 The invoices made out by the Supplier for the supply of goods and/or the rendering of services and/or performance of work and submitted to the Customer must show the purchase order number, the designation of the goods supplied and/or the services rendered, the quantity of items of the goods supplied or the specification of the services rendered, the price for the goods supplied and/or the remuneration for the services rendered, the bank account of the Supplier and other essential data required to be shown in a valid accounting and tax document.
- 8.4 Invoices/tax documents issued by the Supplier in association with the Supplier Contract shall contain all necessary essential information of a tax document according to valid legal regulations, particularly Act No. 235/2004 Coll. on value-added tax, as amended (**Value Added Tax Act**). In the event that any invoice issued by the Supplier should contain incorrect or incomplete information or does not contain requirements mandated by the appropriate legal regulations, particularly the Value Added Tax Act, the Customer shall be entitled to return such a tax document to the Supplier. In such case the Supplier shall be required to correct the invoice or issue a new one. The new or corrected invoice/tax document shall fall due on the 30th day of when it reaches the Customer without the Supplier being entitled to demand any late payment interest on the payments so postponed.
- 8.5 If there occur any circumstances under section 109 of the Value Added Tax Act, i.e. the Supplier fails or is unable to pay value added tax, he shall notify this to the Customer immediately and the Customer shall pay the value added tax on the invoice directly to the financial authority and only



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pay the Supplier the amount less such a tax.

- 8.6 Unless the goods supplied and/or the services rendered and/or work performed by the Supplier to the Customer comply with the Supplier Contract or these SBTC, the Customer reserves the right to postpone the payments for such goods and/or services until the Supplier discharges his obligations in a due manner, without prejudice to any other terms and conditions stipulated in the Supplier Contract. No payment so postponed shall constitute entitlement for the Supplier to late payment interest.
- 8.7 The Customer reserves the right to offset any debts of the Supplier owed to the Customer against the debts owed by the Customer to the Supplier that have resulted from the supply of goods and/or the rendering of services. The Supplier agrees to such offset of mutual debts.

## 9. WARRANTIES

- 9.1 The Supplier undertakes and warrants that the goods supplied by him exactly meet the requirements and the specifications stipulated in the Supplier Contract and are free of any legal or other defects; the Supplier especially undertakes and warrants that:
- (a) The goods supplied are free of defect in material, workmanship, design and manufacture and meet all technical, technological or other certificates, such as those concerning health safety;
  - (b) The goods supplied comply with the instructions, specifications, drawings and samples referred to in the Supplier Contract;
  - (c) The goods are fit for the purpose stipulated in the Supplier Contract or the regular purpose if no specific purpose is stipulated.
- 9.2 The Supplier undertakes and warrants that the services rendered by him meet the requirements and the specifications stipulated in the Supplier Contract and are free of any defect; the Supplier especially undertakes and warrants that:
- (a) The services or work performed are rendered in a due manner, with professional care and in accordance with all legal rules or internal regulations of the Customer referred to in the Supplier Contract or these SBTC;
  - (b) The services rendered or work performed comply with the requirements and specifications under the Supplier Contract and/or the SBTC.
- 9.3 The Supplier grants the Customer a warranty period of 24 (twenty-four) months of when the Customer accepts the goods/or services or work to make claims in respect of defected goods/or services or work unless it is stipulated in the Supplier Contract otherwise
- 9.4 The Supplier agrees to make remedy in the warranty period granted by him immediately or without undue delay depending on the specific case but no later than by the 30th (thirtieth) day of when the Customer reports such a defect to the Supplier, whichever remedy the Customer may choose:
- (a) For the Supplier to supply replacement goods at his own expense or repair at his own expense the defective or inadequate goods and/or the part thereof which is found defective or supply the missing goods or part thereof or grant a discount on the purchase price for the goods in question

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or remove the legal defects of the goods; or

- (b) For the Supplier to render again at his own expense any service or perform any work which is found defective or grant a discount on the price for the service or work in question or remove the legal defects of the service or work.
- 9.5 The Customer shall be entitled to damages and contractual penalty in addition to his other entitlements under these SBTC.
- 9.6 The Supplier shall be liable to the Customer, the Customer's contractual partners and third parties for any damage that the Customer, the Customer's contractual partners and/or a third party may suffer as a result of defected goods and/or defective service supplied and/or rendered and/or defective performed work by the Supplier.
- 9.7 If the Supplier has been in delay in respect of discharging his warranty-related obligations or has defaulted on the same, the Customer reserves the right to repair or remove immediately the defects and/or errors, or have the same done, at the expense and the risk of the Supplier without any prior notice to the Supplier.

## 10. INSURANCE

- 10.1 The Supplier agrees to take out an insurance policy so that the rights and the interests of the Customer resulting from these SBTC, Supplier Contract or a confirmed purchase order would be sufficiently secured in case of any damage suffered.
- 10.2 At the Customer's request the Supplier shall present the Customer with a certificate issued by the Supplier's insurer to certify a policy taken out that covers the insured risks under the provisions referred to above.
- 10.3 The Supplier agrees to maintain such a policy valid until the end of the warranty period under these SBTC.

## 11. COPYRIGHT AND RELATED RIGHTS

- 11.1 If on the basis of the Supplier Contract there should arise a result of activities which is protected by copyright or related rights (**Work**), the Supplier shall confer on the Customer the exclusive authorisation not limited in terms of time, place, function, quantity, or any other manner for the performance of the right (the license) to use such Work along with the unlimited right to confer sublicense to any third party. The consideration for this authorisation (licence) has been included in the price/remuneration under Supplier Contract or purchase order. The Customer shall be entitled to choose whether he uses the licence or not. The Customer shall be entitled to assign this licence to any third party without an additional permission from the Supplier. The Customer shall further be authorised to publish, alter, change, or otherwise modify the Work, to include the Work in a collective work, to associate the Work with other copyrighted work and to process the Work including its translations into other languages. The Customer shall be entitled to change the title of the Work and introduce the Work to the public under his name.
- 11.2 If the Supplier should render services or carry out other activities under the Supplier Contract that are subject to protection by copyright law, he shall be required in accordance with copyright law

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to obtain all rights of the authors, performing artists, or manufactures of sound and video recordings whose works, recordings and films are being used for the rendering of services and the carrying out of other activities according to this Supplier Contract, to such an extent and for such applications that enable realization of the subject of this Supplier Contract, especially the conferring of license to the Customer under 11.1.

- 11.3 If the Supplier as part of the Supplier Contract should provide advertising, works, performances, recordings, films and other activities subject to the regime of copyright law, he shall be liable for adherence to the rights in association with the extent of use enabled by him of the works, performances, recordings and films and shall guarantee that any third party shall not lodge any claims against the Customer arising from violation of the third party's rights in association with such use. In the event of violation of this obligation the Supplier shall compensate the Customer for any emergent damage, including violation of the good name and legal costs and any other costs accrued in association with the lodging of a claim by a third party.

## 12. CONFIDENTIALITY OBLIGATION

- 12.1 The Supplier pledges that for the term of duration of this Supplier Contract and after its termination he shall maintain confidentiality and shall not share or make available any information shared by the Customer whether or not it has been explicitly designated as confidential, and related to the contents or purpose of the Supplier Contract, the terms of business created in connection with the Supplier Contract (including the SBTC), in the wording of their applicable amendments and including all Appendices, as well as all associated documents, records, or other information media whether in material, electronic, or other format, including any information about the commercial activities of the Customer, his employees, products, business relationships and contacts, internal organization of sales activities and internal guidelines, technical equipment or other associated data (**Confidential Information**) and shall use it solely for the purposes of performance of the Supplier Contract. Confidential information shall be protected at least as (i) trade secrets in the sense of the Commercial Code and/or (ii) personal information in the sense of applicable regulation provided it is Confidential Information related to an individual and if certain Confidential Information has the character of personal data according to this regulation. The Supplier shall ensure that his employees, representatives and other persons with whom he shares the Confidential Information in the course of performing the Supplier Contract, handle this Confidential Information in the manner stated above.
- 12.2 Upon termination of the validity of the Supplier Contract the Supplier shall do the following without undue delay:
- (a) Submit and deliver to the Customer all written materials, data media, and other materials or media which capture or contain the Confidential Information that has been made available to him or provided by the Customer including all originals and copies, without retaining any copy or duplicate thereof; and
  - (b) Submit and deliver to the Customer, or as instructed by the Customer to destroy all translations, statements or notes in written, printed, or electronic format or materials in a format readable by electronic devices or any other material, data or information derived from the Confidential Information, without retaining any copy or duplicate thereof, whereas fulfilment of these



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obligations may not be conditioned by payment of compensation or fulfilment of other responsibilities by the Customer.

- 12.3 The Supplier undertakes not to refer to or connect the Customer, under any circumstances without prior written consent of the Customer, with any information during any communication with third parties including but not limited to press releases, internet pages, bids, negotiations, or discussions. However, this limitation shall not restrict the right to inform, to the extent necessary for discharging the Supplier Contract, the employees or other persons engaged for the performance of obligations in accordance with the conditions of the Supplier Contract and the SBTC.
- 12.4 The Supplier undertakes to provide all information related to these SBTC, the Supplier Contract, purchase orders and offers and the performance thereof and the performance of the Supplier Contract and/or goods and/or services only to the persons on the Customer's side authorised therefor. Without a prior written consent of the Customer the Supplier shall not be entitled to advertise or publish any goods or services supplied or rendered by the Supplier to the Customer, such as articles, photographs, films, advertising banners or web sites. Should the Supplier breach this obligation, the Customer reserves the right to remove any advertising or publication at the expense of the Supplier.
- 12.5 This Article 12 shall apply solely in the case that the Parties do not enter into special confidentiality agreement.

## 13. TERMINATION

- 13.1 Unless otherwise agreed, both parties have the right to terminate the Supplier Contract regulating the provision of services even without indicating a reason, via a one (1) month written notice to the other party; the notice period begins to run on the first day of the calendar month following the month in which notice reaches the other party.
- 13.2 The Supplier shall be entitled to withdraw from the Supplier Contract by delivering the Customer a written notice becoming effective as of its delivery in the event of material breach by the Customer of the Supplier Contract and/or these SBTC; the following are understood a material breach:
- (a) A decision has been adopted to reorganise the Supplier or the Supplier's business has been sold; or
  - (b) The Supplier assigns his rights and obligations out of the Supplier Contract to a third party without a prior written consent of the Customer; or
  - (c) The Supplier enters liquidation and/or submits a debtor's petition for the commencement of insolvency proceedings or insolvency proceedings are commenced against the Supplier upon a petition of a third party and the Supplier fails to provide sufficient evidence, as the Customer may judge, of that the insolvency petition of the third party is unjustified.
- 13.3 The Supplier shall be liable for related damages and remedies available under applicable law. The Supplier undertakes to indemnify and release the Customer, its related parties and their respective officers and employees from liability in respect of all obligations, claims, expenses

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(including attorneys' fees), judgments, and the requirements or other sanctions that the Customer, its affiliates or their respective officials and employees may suffer as a result of any misrepresentation or breach of the Supplier's obligation, representation or warranty in these SBTC.

- 13.4 The rights to terminate the Supplier Contract as specified these SBTC shall be without prejudice to any other right of the parties in relation to the indicated possible breach or any other breach of these SBTC (especially the rights to a contractual penalty and damages)

## 14. DAMAGES AND CONTRACTUAL PENALTY

- 14.1 If the Supplier breaches any liability or obligation regulated in these SBTC, the Supplier Contract or the purchase order and such breach fails to be remedied by the fifth (5th) day following after the receipt of the Customer's notice with a request that such breach be remedied, the Customer shall be entitled to demand from the Supplier a contractual penalty at 10% of the selling price for those goods supplied and/or of the remuneration for that service rendered which are affected by the breach, but no less than CZK 20,000 (twenty thousand Czech crowns) for every event of breach. The fixed amount shall also relate to an event of breach in respect of which no value of the goods supplied and/or the service rendered can be derived or which event of breach does not relate to any goods and/or service. The Supplier shall pay the contractual penalty by the tenth (10th) business day following after the Customer's written notice, to the account as specified by the Customer. Payment of any contractual penalty shall bear no influence on the requirement of compensation of damages caused by the violation of the obligation or requirement.

## 15. CIRCUMSTANCES EXCLUDING LIABILITY

- 15.1 If either party fails to be discharging its contractual obligations in full or in part and relies in this respect on circumstances excluding liability in the meaning of section 2913 of the Civil Code, such a party shall inform the other party by a registered post letter immediately after such circumstances arise, specifically within 48 (forty eight) hours after such circumstances arise. Once the circumstances excluding liability cease to have effect, the party which relied on such circumstances shall inform the other party in writing of the exact date when the circumstances excluding liability ceased to exist and of the effect such circumstances had on the discharging of obligations and of why such circumstances occurred and, as may be applicable, such a party shall attach to such communication any relevant certificate issued by the relevant central government authority, etc.
- 15.2 If any interruption in the Supplier discharging his contractual obligations has persisted for more than 6 (six) weeks as a result of circumstances excluding liability, the Customer reserves the right to withdraw from the Supplier Contract.
- 15.3 No effect of circumstances excluding liability shall be taken account of in respect of supplies of standard goods and the goods the Supplier can arrange from anywhere else in the term of delivery stipulated in the Supplier Contract.

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## 16. RESOLUTION OF DISPUTES, APPLICABLE LAW

- 16.1 The parties undertake to deal amicably with any dispute that may arise in connection with the Supplier Contract and/or these SBTC, whatever nature or cause of such a dispute. If such amicable agreement should not be possible, all disputes shall be resolved by the appropriate court of the Czech Republic. All purchase orders, offers, Supplier Contracts and these SBTC shall be governed by the laws of the Czech Republic
- 16.2 As soon as the Customer notifies the Supplier of a claim or an action made by a third party that relates to the ordered goods or services or work, the Supplier shall arrange for defence for the Customer against such a claim and cover the costs, expenses and damages associated with such a claim and the defence against it. If a final decision is delivered, forbidding the Customer to use the ordered goods or the rendered services or ordered work because of breach of patent rights or copyright or if, as the Customer may conclude, the use of such goods or services or work could result in an action for breach of such rights, the Supplier shall, at the Customer's request and at the Supplier's expense, either obtain for the Customer the right to continue the use of such goods or services or work or replace or change such goods or services or work so that the use thereof would constitute such a breach no longer.

## 17. COMMON PROVISIONS

- 17.1 All the notices and communication under the Supplier Contract and these SBTC shall be delivered to the relevant party by hand or sent by registered post or fax to the respective addresses or fax numbers as specified in the Supplier Contract. If an act is to be effected in writing, it is sufficient if effected by electronic post unless agreed or stipulated in these SBTC otherwise.
- 17.2 The Supplier shall not be entitled to include in his promotional, business or other material any reference to the Customer as the Supplier's business partner without a prior written consent of the Customer.
- 17.3 If any provision of the Supplier Contract or these SBTC becomes invalid, illegal or unenforceable, such provision shall be deemed severable from the other provisions of the Supplier Contract or the SBTC and will not affect validity, legality of enforceability of the Supplier Contract or the SBTC as a whole. The Parties hereby undertake to replace any invalid or ineffective provision with a new provision which is valid and effective and comes as close as possible to such invalid or ineffective provision.
- 17.4 The Supplier shall not be entitled to assign or transfer any of its rights or obligations (or the entire contract) arising even indirectly from the order, Supplier Contract or these SBTC. The Customer's right of assignment is not affected by this provision.
- 17.5 The Supplier is not entitled to set off any amount against the Customer. The Customer's right to set off against the Supplier is not affected by this provision.
- 17.6 The provisions of these SBTC on the Supplier Contract shall also apply to the confirmed order between the Customer and the Supplier.

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## 18. ACCEPTANCE OF STANDARD BUYING TERMS AND CONDITIONS OF THE BUYER

- 18.1 By accepting the Customer's purchase order or submitting a binding offer the Supplier represents that he has duly read and understood these SBTC and accepts all the provisions thereof.
- 18.2 If the Supplier has accepted the SBTC, these SBTC shall also apply to any other goods or services supplied or rendered by the Supplier to the Customer.
- 18.3 These SNP exclude any business or other terms and conditions of the Supplier.
- 18.4 The Customer is entitled to unilaterally change these SBTC. However, the wording of the SBTC effective at the time of the conclusion of the contract applies to the concluded contractual relationship.
- 18.5 These SBTC are effective from 24.01.2020

**Kuncová Eva** Digitally signed by Kuncová Eva  
Date: 2020.01.22 09:11:58  
+01'00'

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Ing. Eva Kuncová  
Proxy

**Kronovetr Jakub** Digitally signed by Kronovetr  
Jakub  
Date: 2020.01.29 16:40:38 +01'00'

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RNDr. Jakub Kronovetr  
Proxy