

**GENERAL PURCHASE TERMS AND CONDITIONS OF
BENVIG HEAT TRANSFER spol. s r.o.
Nr. 2019/1.0 valid from the date 15.11.2019**

Definitions.

The terms used in these General Purchasing Terms and Conditions (hereinafter referred to as “**T&C**”) are defined as follows:

BHT: means the company BENVIG HEAT TRANSFER spol. s r.o., company registration No.: 14867125, with registered seat at Děčínská 288, 407 22 Benešov nad Ploučnicí, Czech Republic.

Supplier: means a natural person or legal entity supplying goods and/or services to BHT or the party with whom BHT concluded an Agreement in that respect, i.e. the seller or to the contract for work, i.e. the contractor, or a party which is identified as a supplier or a contractor in the Agreement.

Goods: means the goods as supplied or made by the Supplier to BHT, including any and all packages, containers or labels supplied along with such goods and any and all related services under the respective purchase contract or contract for work.

Terms and Conditions or T&C: means these General Purchase Terms and Conditions.

Agreement: means the goods delivery agreement (purchase contract) or contract for work, sub-contract concluded under a framework purchase agreement or framework contract for work entered into by and between the Supplier and BHT.

Civil Code: means the Czech Act No. 89/2012 Coll., the Civil Code, as amended.

1. Applicability

a. Unless otherwise stipulated in writing in the Agreement, the contractual relationship between the Supplier and BHT established under the Agreement shall be governed by these T&C. The Supplier’s (Commercial) Terms and Conditions, if deviating from or inconsistent with these T&C or the Agreement, shall be ineffective and not become a part of the concluded Agreement, unless expressly approved by BHT in writing.

2. Conclusion of the Agreement/Amendment

a. The draft Agreement sent by BHT (to the Supplier along with these T&C) constitutes an offer for Agreement conclusion and shall not be considered acceptance of any offer of other

entity for agreement/contract conclusion. These T&C form an integral part of the BHT's draft agreement/contract (purchase order). Such draft Agreement (purchase order) is considered accepted and the Agreement is considered concluded when the Agreement signed by the Supplier is delivered to BHT or, as the case may be, when the Supplier expresses its consent to the draft Agreement (purchase order) to BHT in other appropriate manner (including but not limited to factual commencement of performance as per the purchase order). Pursuant to Section 1740(3) of the Civil Code, BHT hereby excludes acceptance of the draft with an amendment or deviation. BHT is entitled to cancel or amend its draft Agreement in writing on the provision that such declaration of will is delivered to the Supplier before the Agreement is concluded. The concluded Agreement may be amended only in writing.

3. Properties of Goods

- a. Any and all Goods supplied by the Supplier under the Agreement shall: (a) not be burdened with any right of lien, retention of title or other third party's right, i.e. be free of legal defects, until it is delivered to BHT (when the title passes over to BHT); (b) meet any and all specifications, drawings and other documentation and information supplied on behalf of BHT to the Supplier in connection with the BHT's purchase order (if any) and the Agreement; (c) be new and correspond to the identification on the containers which the Goods are transported in or, as the case may be, on descriptive labels supplied along with the Goods; (d) be supplied in a quality enabling BHT to further sell the processed Goods and be qualified for purposes which BHT has informed the Supplier about or which the Supplier itself can assume and have the properties usual for the respective type of goods; (e) have durability corresponding to standard durability of such goods with normal use of the Goods, however, at least for the warranty period; (f) be safe and compliant with any and all generally binding statutory regulations, directives and technical standards (ČSN, EN) applicable to the goods of a character identical to the one of the Goods supplied; (g) be free of any design or other defects so that it effectively works (without any limitation) in all cases after being integrated in products, production of which normally uses the goods of the same type as the Goods supplied; (h) correspond to the samples supplied to BHT (if any), based on which the Agreement has been entered into, unless otherwise stated in the Agreement, (i) if the Supplier has been notified of the destination for the Goods delivery or place of business of the Agreement's customer, the Goods shall be compliant with the generally

binding regulations applicable in such destination or place of business of the BHT's customer.

4. Delivery of Goods

- b. The Supplier guarantees that the Goods, upon delivery, will be compliant with the Agreement and technical documentation supplied along with the Goods in any aspect (in particular, quantity, quality, workmanship) and be fully free of any legal and factual defects (in particular, defects of material or workmanship) and have the properties as per Article 3.(a.) of T&C. BHT reserves its right to inspect and test the Goods in course of production or creation on the Supplier's site in appropriate time via its assigned representative and the Supplier shall enable BHT to do so. For purposes of exercising this right, the Supplier shall provide BHT with any and all cooperation, assistance and technical support. In some cases, inspection of the Goods may be required to be carried out by BHT's customer in course of production, whereas the Supplier shall also provide such customer with the required cooperation, assistance and technical support.
- c. Should BHT's inspection of the Goods production in the Supplier's facility reveal that the Supplier does not respect the technological procedures prescribed or stipulated in the Agreement or violates the generally binding or contractual regulations concerning quality inspection, or that the Goods produced has any defects (in particular, defects in design, material or processing), BHT shall notify the Supplier in writing and the Supplier shall immediately take corrective measures within three business days and inform BHT in writing accordingly. Should it fail to do so or should the Goods continue to have the defects, it shall be considered substantial violation of the Agreement. The test shall be repeated upon BHT's request. The Supplier always bears the costs of contracted and repeated tests. The Supplier shall inform BHT in writing about the tests of the Goods produced (which BHT is entitled to participate in) no later than five business days before the tests. Nevertheless, BHT is always entitled to test quality and functionality of the Goods upon the Goods receipt.
- d. Regardless of the delivery term agreed to in the Agreement, the Goods shall be considered duly delivered to BHT when the Goods, free of any legal or factual defects, is handed over to BHT along with documentation as per Article 4.(e) of T&C based on a delivery note (or acceptance report) signed by BHT, expressly stating that BHT is accepting the Goods (i.e. upon fulfillment of the last of these conditions). The Goods shall be duly delivered within the delivery term agreed to in the Agreement. In case of the Supplier's default in proper delivery

of the Goods, the Supplier agrees to pay to BHT a contractual penalty in amount of 0,25 % of the price of the non-delivered Goods including VAT for every started day of the default until proper delivery of the Goods (including such delivery date). This provision shall not affect the right for damage compensation. A failure to deliver the Goods in a proper and timely manner shall be considered substantial violation of the Agreement. The Supplier agrees to immediately inform BHT in writing about any factual or imminent delay in the Goods delivery and about any and all facts which might endanger timely delivery of the Goods, whereas providing of such information shall not relieve the Supplier from its responsibility for default in the Goods delivery.

- e. BHT shall be informed about every partial delivery of the Goods in writing in a timely manner, no later than 5 business days before the Goods are dispatched to BHT, unless otherwise stipulated in the Agreement. The consignments shall be identified with the Agreement No. (or BHT's purchase order), even on the outer side of the Goods packaging. The Goods shall be packaged and/or placed on pallets in a way that sufficiently protects the Goods during transportation to BHT and enables them to be stored in BHT in a safe and proper manner. The Supplier shall be responsible for damage caused to the Goods due to improper or insufficient packaging. Packaging and fasteners used are returned only if expressly stipulated in the Agreement. Unless otherwise stipulated in the Agreement, the Supplier shall deliver the Goods as per DDP (facility in BHT's place of business) according to Incoterms 2010, i.e. the place of the Agreement performance is BHT's place of business.
- f. Along with delivered Goods, or a part thereof (if the Agreement allows for partial performance), the following shall be delivered to BHT: (i) duly confirmed delivery note signed in the Supplier's behalf, certifying proper handover of the Goods, with the signatories' full names and job titles written in a legible way, (ii) any other data and documents required for acceptance and free disposal of the Goods (if any) and other documents related to the Goods (such as the declaration of conformity, certificates, etc.) required by the applicable statutory regulations, ČSN EN standards, etc. and (iii) documents specified in the Agreement (if any). Any and all documents shall be well legible, comprehensible, free of mistakes and identified with the Agreement No. (or by BHT's purchase order No.). Unless otherwise required by BHT, the documents shall be written in Czech and English language.
- g. The delivery note shall mainly contain the following information: a) description of the Goods, b) quantity of the Goods delivered, c) Agreement No. (or BHT's purchase order No.),

- d) identification No. of the given item as stated by BHT, e) item code as stated in the Agreement (or in BHT's purchase order). Should the Supplier fail to submit the correctly and completely filled in and signed delivery note and other documents specified in Article 4.(e) of T&C of the T&C upon delivery of the Goods, the Goods shall not be deemed to be duly delivered, whereas BHT is entitled to refuse to accept the Goods, without making default in acceptance of the Goods. Refusal of acceptance of the Goods and the reasons for such step shall be recorded in a report to be signed by both parties.
- h. The Goods delivered which are apparently defective, i.e. damaged or shows other apparent defects or, as the case may be, if the required documentation has not been supplied along with the Goods, have not been delivered to BHT in a proper manner and BHT has no obligation to accept the Goods, whereas BHT shall not be considered making default in acceptance of the Goods. The parties shall make and sign a report on this fact upon acceptance of the Goods (or refusal to accept the Goods). The Goods delivered for weight-based prices shall be charged based on the actual weight upon delivery in net weight. Weighing is performed by BHT, whereas the Supplier has the right to participate in the weighing process, provided it is present in the Goods delivery. Unless otherwise expressly stated in the Agreement, partial deliveries of the Goods are not acceptable, and neither is preliminary delivery of the Goods, unless such procedure is approved in writing by BHT in advance. The title to the Goods and risk of damage to the Goods pass from the Supplier to BHT upon proper delivery of the Goods to BHT.

5. Defects of Goods, warranty

- i. The Supplier shall deliver the Goods free of factual and legal defects. The Goods are considered defective if (a) they are not compliant with the Agreement or technical documentation that forms an integral part of the Agreement or T&C in any aspect, (b) they lack the properties declared by the Supplier for samples, prototypes or in the offer, based on which the Agreement was concluded, (c) they are not fit for the purpose determined according to the Agreement or intention of the parties, (d) their origin or properties are not certified by the required documents, (e) they are burdened with any rights of the Supplier or third parties, (f) they are different from what BHT might have reasonably expect.
- j. The Supplier provides BHT and any other entity acquiring the title or other right to the Goods or any integral part of the Goods (i.e. BHT's customers) with the quality guarantee for the Goods delivered, commencing on the date of the Goods acceptance by BHT from the

Supplier, whereas it continues to last for a period of 12 months since BHT delivers the Goods to its customer or process the Goods, which become an integral part of goods delivered to BHT's customer, however, not more than 36 months as of the Goods acceptance by BHT from the Supplier. The Agreement may stipulate a different guarantee or guarantee period. The Supplier shall inform BHT in writing about any and all defects of the Goods delivered to BHT identified or assumed no later than on the guarantee period start date.

- k. BHT shall notify the Supplier in writing of any defects of the Goods anytime during the guarantee period, however, no later than before the end of the guarantee period. A written notification of the defects shall also include identification thereof in a copy of the delivery note or acceptance report. The complaint shall be deemed to be lodged in a timely manner if sent to the Supplier no later than on the last day of the guarantee period. BHT is entitled to identify the claim it enforces in the complaint and the Supplier shall respect such claim identified. The Supplier shall submit its statement on BHT's complaint in writing (i.e. advise whether it recognizes the claim, propose the term for correction or state reasons for not recognizing the claim) within five days as of receiving the complaint, otherwise the complaint shall be deemed recognized. If assessment of legitimacy of the complaint requires the Goods to be tested (i.e. to verify the actual properties of the Goods) on BHT's site, the Supplier shall arrive to be present in the tests within three days as of receiving the complaint, otherwise the test shall be deemed carried out and proving legitimacy of the complaint. If it is required to carry out the test in a laboratory or similar facility to assess legitimacy of the complaint, BHT is entitled to nominate an expert or expert institute out of the list kept by the court following the Supplier's statement and order the tests at its own expenses. If the test proves the complaint legitimacy, the Supplier shall compensate BHT for the testing costs.
- l. Based on BHT's decision, the Supplier shall repair or replace the defective Goods with new ones free of defects without undue delay, however, no later than in seven days as of receiving the complaint, unless BHT specifies a longer period of time in its notice of complaint (or, as the case may be, unless a different term is agreed to by the parties in writing), or if BHT enforces a different claim (e.g. deduction from the price). Should the Supplier make default in eliminating defect of the Goods (or default in delivering new Goods free of defects), or if immediate repair or replacement of the defective Goods is impossible, BHT is entitled to eliminate the defects itself or have them eliminated by a third party in a professional manner (without prejudice to other BHT's rights), or acquire replacement

Goods from a third party and demand the Supplier to compensate the costs of such defect elimination or replacement Goods. The Supplier's failure to eliminate the claimed defects within the determined period of time shall be considered substantial breach of the Agreement. In case of the Supplier's default in eliminating the claimed defects, the Supplier also agrees to pay to BHT a contractual penalty in amount of 0.25 % of the price of the defective Goods including VAT as per the Agreement for every started day of the delay until the day the defects are eliminated (including such date). This provision shall not affect the right for damage compensation.

- m. The spare parts or repaired parts are subject to the same guarantee conditions as the original subject of the Goods delivery, including the guarantee period. For the other parts of the Goods, the guarantee period shall be extended by the period, for which the Goods not be used properly due to the defect. The Supplier shall compensate BHT for any and all direct and indirect damage suffered due to defects of the Goods and in connection with the respective complaint. Such damage mainly includes the labor costs, freight, etc., as well as penalties and compensation of damage demanded by BHT's customer from BHT. For avoidance of any doubt, it is hereby expressly stated that BHT is entitled to lodge any claim by virtue of the guarantee during the agreed guarantee period, as well as claims by virtue of liability for damage, and the Supplier shall comply with such claims lodged during the guarantee period. Until elimination of the defects, BHT has no obligation to pay a portion of the price for the Goods equal to its entitlement to deduction in case the defects are not eliminated. Such portion of the price shall be settled by BHT after the complaint procedure is finished. BHT shall not be considered in default regarding the settlement of the retained portion of the price for the Goods even if its complaint is not successful (in such case, BHT shall immediately pay the retained portion of the price for the Goods to the Supplier).

6. Price and payment terms

- n. Except for cases expressly agreed to by BHT and the Supplier in writing, the determined contractual price shall be fixed and binding and cannot be amended in any manner. The price includes any and all costs including packaging of the Goods and transportation to the place of performance, as well as the costs of returning empty packaging, provided returning of packaging is stipulated in the Agreement.

- o. The Supplier becomes entitled to the purchase price of the Goods or price for making of the Goods and to issue a tax document (invoice) for the price of the Goods upon proper delivery of the Goods to BHT under the terms and conditions stipulated in these T&C and in the Agreement. Any invoice for the Goods delivered shall be issued by the Supplier and sent to BHT immediately, no later than in 15 days as of proper delivery of the Goods to BHT. All invoices shall contain any and all details as per a tax document in accordance with the applicable statutory regulations, in particular: a) commercial name and address of BHT and Supplier including their company registration numbers and tax registration numbers, b) taxable fulfillment date, c) invoice issue date, d) Agreement No. (or BHT's purchase order No.), e) part / item code as per the Agreement (or BHT's purchase order), f) description of the Goods, g) quantity of the Goods delivered, h) number of the delivery note referred to in the invoice, i) invoiced amount excluding VAT and unit price excluding VAT, j) invoiced value added tax, k) any discount in case of cash payment admitted by the Supplier or other discounts, l) total invoiced amount including VAT, m) bank account No. and bank code for paying the price, n) invoice due date as agreed by the parties. The invoiced quantity of the Goods, price and other items shall correspond to the items stated in the Agreement, unless the Agreement has been duly amended. If the Agreement No. according to BHT's records is not stated in the invoice, a copy of the purchase order acknowledged by BHT shall be attached. If the invoiced price includes more items, the Supplier shall specify the individual items in the invoice. A completed delivery note signed by authorized persons (even on BHT's behalf) shall be attached to the invoice, certifying proper handover of the Goods, with the signatories' full names and job titles identified in a legible manner.
- p. In case of early issue of the invoice or failure to meet all of the condition stipulated in the previous paragraph, BHT is entitled to return the invoice to the Supplier for amendment or correction without any settlement and the Supplier shall issue a new invoice free of mistakes with the new invoice due date as per Article 6.(d) of T&C.
- q. The invoice shall become due in 30 days as of the date of invoice delivery to BHT (including any and all details stated above), unless otherwise agreed to in writing in the Agreement. Any invoiced amount shall be considered duly settled upon being debited from BHT's bank account in favor of the Supplier's bank account specified in the invoice, or other account to be eventually notified by the Supplier to BHT prior in writing. Settlement of an invoice or its portion shall not be regarded as acknowledgement of proper delivery of the Goods and proper performance of the Supplier's obligation or acknowledgement of correctness of the

invoiced amount. BHT is entitled to set off the Supplier's receivable against BHT with BHT's receivables against the Supplier, even against those which can be considered uncertain or indeterminate in terms of Section 1987(2) of the Civil Code. The Supplier is not entitled to assign its receivables from BHT to a third party without prior written approval of BHT (or to assign the Agreement as a whole), or burden such receivables with third parties' rights. The Suppliers is not entitled to set off its receivables against BHT with any BHT's receivables the Supplier without the prior written approval of BHT.

7. Indemnification

The Supplier shall indemnify and hold harmless BHT in full for all loss, damage and costs suffered and to be suffered by BHT and claims by third parties in relation to Goods or services provided by the Supplier to BHT and auxiliary materials used in the performance of the Agreement or in connection with Agreement due to actions or omissions of the Supplier, its staff or other persons used by it in the performance of the Agreement.

8. Insurance

The Supplier will adequately insure its liability arising in connection with the Agreement. The Supplier will further insure all insurable risks in its business operations. The Supplier will also insure all goods, auxiliary materials or any other materials that the Supplier receives from BHT pursuant to the Agreement against damage which can occur to the them during the time that the Supplier has at disposal. The Supplier undertakes to submit evidence of its insurance as well as evidence showing that the insurance premium has been paid on time at BHT's first request.

9. Confidential information, secrecy and intellectual property rights

r. The Supplier recognises that any and all information, know-how, technical documentation and its parts including electronic files, drawings, technical designs, specifications, photographs, samples, models, dies, tools and other production-related information of BHT which the Supplier has accessed in connection with negotiations concerning conclusion or performance of the Agreement remain the sole property of BHT and shall be treated as strictly confidential for the Agreement duration and for 20 years as of termination thereof,

whereas it shall not be used for purposes other than performance of the Supplier's contractual obligations towards BHT. The Supplier is not entitled to publish such information or disclose it to any third party or use it to its own or to any third party's benefit (except for the benefit agreed to in the Agreement). It is allowed to copy such information only with prior written approval of BHT.

- s. The Supplier shall return any and all media carrying the above-mentioned information to BHT within three business days as of the Agreement expiry, including any eventual copy (the Supplier is not entitled to keep any copy). The same applies in course of the Agreement duration if the Supplier is requested by BHT in writing. The Supplier shall not disclose the terms and conditions stipulated in the Agreement and content of the reference technical documentation to third parties, whereas it is entitled to provide such information only to employees directly involved in performance of the Agreement, members of statutory and supervisory bodies, legal office personnel, auditor and tax advisor. The Supplier shall keep confidential any facts related to BHT which it learns in connection with negotiations about conclusion or performance of the Agreement. The Supplier shall pass the obligation of confidentiality over to its sub-suppliers and employees involved in performance of the Agreement for BHT to the same extent as the Supplier is bound under these T&C.
- t. The Supplier agrees to pay to BHT the contractual penalty amounting to CZK 100,000 for each individual breach of the obligation stipulated in Articles 9.(a) and 9.(b) of these T&C. This provision shall not affect the right to damage compensation.
- u. In case of any claim raised against BHT due to production, use, sale, lease or other disposal of the Goods resulting in violation of copyright, registered patent or other intellectual property right by the Supplier, the Supplier shall indemnify BHT for any resulting damage, costs or expenses as any kind of consequence of such claim or action brought. If the subject of performance under the Agreement includes a tangible outcome protected by the industrial property right, the Supplier, entering into the Agreement, grants a time- and territory-unlimited and transferrable authorization to BHT to exercise the right to use such tangible outcome (Goods) for any purposes. The Supplier grants any and all related rights to BHT which are required for using the supplied Goods, in particular, the intellectual property rights, patents and any and all rights associated with industrial designs. The Supplier hereby agrees that BHT will sell the Goods delivered (after processing) to third parties and guarantees that doing so, BHT will not breach any intellectual property rights.

10. Supplier and its contractors

- v. When the Supplier or any of its contractor visits or works in any facility of BHT, it is the Supplier's responsibility to ensure that the Supplier and its contractors (sub-suppliers) respect any and all regulations of BHT applicable to the Supplier, including the obligation of secrecy as per Article 9 of these T&C. Should the Supplier or any of its contractors violate the above-mentioned regulations, the Supplier shall compensate BHT for any and all damages, obligations or costs incurred by BHT as a result of such violation right after it is requested by BHT. The Supplier shall establish the required insurance policies covering its obligation and its partners' obligations, including insurance of damage caused by product defect, keeping such insurance policies valid and effective, whereas the minimum indemnification amount shall, as a minimum, equal the full amount that BHT shall pay for delivery of the Goods under the Agreement. The Supplier agrees to submit such insurance policies to BHT upon request. If the Supplier is responsible for damage caused by the product defect, the Supplier shall indemnify BHT against third parties' claims for damage compensation upon the first request.
- w. If the Supplier has limited or excluded its liability in its general commercial terms and conditions or elsewhere, such provisions shall be ineffective with respect to BHT. Should the Supplier use sub-suppliers or other entities for purposes of the Agreement performance, the Supplier shall compensate BHT for the damage caused by them as if the Supplier caused the damage itself. Without prior written approval of BHT, the Supplier shall not order performance of the Agreement or its part from any other entity (sub-supplier) or transfer the rights and obligations arising from such Agreement to other entity (or assign the entire Agreement). When BHT grants such consent to the Supplier, the Supplier shall enter into the respective Agreements containing the provisions as similar to the provisions of the respective Agreement as possible (including these T&C) prior to commencement of performance, as well as any other terms and conditions related to such Agreement. Despite conclusion of such contracts, the Supplier remains to be fully responsible to BHT for performance of all of its obligations arising from the Agreement.

11. Special tools, substitute material, spare parts

- x. Any special tools and fixtures purchased or manufactured by the Supplier or provided by BHT for purposes of performance of the Agreement shall be the property of BHT and shall not be disposed of or used for any purposes other than manufacture of the Goods for BHT without prior written approval of BHT. The Supplier is responsible to ensure such tools are maintained in proper and good condition, not being entitled to pledge such tools or other items or burden them with third parties' rights. The Supplier shall store such tools in a way avoiding damage and identify them as property of BHT, proceeding with due care. The Supplier shall immediately notify BHT of eventual failures, eliminating them at its own expenses. The Supplier shall issue such special tools to BHT upon being requested so by BHT.
- y. Substitutions or changes of materials and components (or changes of any other properties) by the Supplier with respect to the Goods supplied under the Agreement are unacceptable without prior written approval of BHT. Should material change be required, the Supplier shall notify BHT in writing sufficiently in advance in order to obtain its approval. The Supplier shall not impose any additional charges, extra costs or other payments in addition to the agreed price of the Goods, unless otherwise agreed to in writing with BHT in advance.
- z. The Supplier shall supply spare parts for the Goods supplied to BHT or customers designated by it for the price of the individual parts of the Goods (to be replaced by the spare parts) equal to the price determined in the Agreement (unless otherwise agreed to in writing) for a minimum period of two years after completion of proper delivery of the total quantity of the Goods ordered by BHT under the Agreement.

12. Force majeure.

- aa. Responsibility of the parties for partial or complete non-performance of the contractual obligations can be relieved only if caused by force majeure. Force majeure means an absolutely extraordinary and unforeseen event occurring independently of the parties' will that objectively disallows partial or full performance of obligations of the aggrieved party for certain period of time. Force majeure includes events occurred after conclusion of the Agreement which could not objectively be avoided by the aggrieved party. If the force majeure event lasts for less than 30 calendar days, the parties shall perform the obligations arising from the Agreement as soon as the action of force majeure ends, whereas the delivery terms and any other terms shall be postponed by duration of the force majeure event. If the force majeure event lasts for more than 30 calendar days, either party may

rescind the Agreement. Force majeure shall not include late deliveries from sub-suppliers, closings, traffic restrictions, strikes of employees, etc. The party facing the force majeure event shall immediately, no later than in 48 hours since its occurrence, notify the other party of such occurrence in writing in form of a recorded delivery letter stating the nature of the force majeure, the measures taken or to be taken by the Supplier, the expected duration of the force majeure as well as the consequences thereof for the performance of the Agreement. A failure to meet such deadline shall result in the termination of the right to invoke such force majeure event and relief of any responsibility for default. .

13. Final provisions

- bb. In case of an initiated insolvency procedure involving the Supplier or its liquidation, BHT is entitled to rescind the Agreement. Each party is entitled to rescind the Agreement in case of a substantial violation of the Agreement by the other party. In such case the Agreement shall terminate (as of delivery of the notice of rescission to the other party), except for definitions stated in this T&C and Article 1, Article 7, Article 9, Article 11.(c) and Article 13 of these T&C which remain valid and effective even after the rescission of Agreement, whereas the claim for damage compensation and contractual penalties by virtue of violation of the Agreement do not cease to exist either.
- cc. The legal relations between BHT and Supplier are governed by the law of the Czech Republic, excluding the provisions of the international private law and provisions of the United Nations Convention on Contracts for the International Sale of Goods. The Supplier and BHT shall exclusively submit to jurisdiction of the Czech courts, whereas the parties agree that the local competent court is the corresponding court according to BHT's registered seat. The Supplier assumes the risk of change in circumstances pursuant to Section 1765(2) of the Civil Code. Pursuant to Section 558(2) of the Civil Code, the parties expressly exclude application of business practices. Provisions of the Civil Code on change of circumstances (Sections 1764 - 1766) and *laesio enormis* (Sections 1793 - 1795) and the following provisions of the Civil Code: Section 557, Section 573 shall not apply to the obligations arising from the Agreement. Any term of limitation, within which BHT may enforce its rights before court, is extended to 10 years. No other provisions to the purchase agreement or to the agreement for work were concluded, except for those stipulated in these T&C or expressly stated in the Agreement.

- dd. Either party's omission to enforce any term, condition or claim towards the other party shall not be considered as waiver of any right arising from the Agreement or T&C.
- ee. When the Agreement refers to certain annex thereto, such annex shall be considered an integral part of the Agreement. Should content of the annex be inconsistent with content of the Agreement, the Agreement shall take precedence. Should any provisions of the Agreement or T&C be found partly or fully invalid, apparent, ineffective or unenforceable, it shall not affect validity, effectiveness or enforceability of the other provisions or the Agreement or T&C as a whole. In such case, the parties agree to replace such invalid, apparent, ineffective or unenforceable provision with a new one, the purpose of which shall correspond to the original provision to the maximum possible extent.
- ff. These T&C are valid and effective from the moment they are created until they are replaced by new general purchasing conditions of BENVIG HEAT TRANSFER spol. s r.o.

In Benešov nad Ploučnicí 15.11.2019

BENVIG HEAT TRANSFER spol. s r.o.