

GENERAL TERMS AND CONDITIONS GOVERNING THE PURCHASE OF PRODUCTS AT SELF-SERVICE PETROL STATIONS USING FUEL CHIPS

1. DEFINITIONS

1.1. The terms used in these GTC have the meanings defined in this section 1.1:

"Petrol Station"	means the "Lorenc Logistic" self-service petrol station located on the Provider's premises at Za Tratí 752, Klatovy IV;
"Partial Contract"	means each individual sub-purchase agreement for the purchase of Products concluded between the Customer and the Provider on the basis of the Agreement, whereby the Provider undertakes to enable the Customer to acquire ownership of the type and quantity of Products purchased, and the Customer undertakes to pay the Provider the agreed price for the purchased (purchased) Products to the Provider;
"Customer's Email Address"	means the email address provided by the Customer in the Request, or another email address that the Customer notifies the Provider of in writing;
"Invoice"	means a tax document complying with the relevant tax and accounting legislation of the Czech Republic;
"Deposit"	means funds deposited by the Customer into the Provider's bank account to secure the Provider's claims (including future claims) against the Customer arising from the purchase of Products;
"Refuelling Chip Code"	means a personal identification number assigned to each individual Refuelling Chip;
"Civil Code"	means Act No. 89/2012 Coll., the Civil Code, as amended;
"Purchase Limit"	means the quantity of Products purchased in litres per month to which the Customer has contractually committed in the Application;
"Provider"	means the operator of the Petrol Station, Lorenc Logistic, s.r.o., with its registered office at Klatovy IV, Za Tratí 752, 339 01, Company ID No. 64832660, VAT No. CZ64832660, registered in the Commercial Register maintained by the Regional Court in Plzeň, file No. C 7427;
"Products"	means diesel fuel, AdBlue and windscreen washer fluid sold at the Petrol Station;

"Agreement"	means the Framework Agreement on the Purchase of Products from a Self-Service Petrol Station Using Refuelling Chips concluded between the Provider and the Customer, the subject of which is the framework regulation of the mutual rights and obligations of the Parties arising from the cashless purchase of Products using Refuelling Chips at the Provider's Petrol Station, on the basis of individual Sub-Agreements;
"Parties"	means the Provider and the Customer together;
"Receipt"	means a sales document issued by the Provider immediately after the collection of Products in accordance with Section 5(3) of Act No. 353/2003 Coll., on Excise Duties, as amended;
"Refuelling Chip"	means an electronic chip through which the Provider enables Customers to purchase Products sold at the Petrol Station without cash;
"Customer Account"	means the Customer's bank account specified in the Application, or another bank account that the Customer notifies the Provider of in writing;
"Chip User"	means a person whom the Customer has established and entrusted with the use of the Refuelling Chip;
"GTC"	means these General Terms and Conditions governing the purchase of products at a self-service petrol station using refuelling chips;
"Customer"	means a natural person or legal entity engaged in business who has entered into a Contract with the Provider;
"Application"	means a written request for the issuance of Refuelling Chips made by the Customer to the Provider.

1.2. The interpretation of these GTC is governed by the following rules:

- 1.2.1. References to "articles" shall be interpreted as references to the relevant articles of these GTC.
- 1.2.2. References to "legal regulation" or "relevant legal regulation" shall be interpreted as references to laws, government regulations, ministerial decrees or other generally binding normative legal acts.
- 1.2.3. References to "days" are references to calendar days.
- 1.2.4. The terms "include" or "including" in these GTC mean "in particular, but not exclusively" (regardless of whether this wording is expressly stated or not) and cannot be interpreted as limiting the possibilities exclusively to the items listed.

- 1.2.5. Terms defined in these GTC in the plural have the same meaning in the singular and vice versa.
- 1.2.6. Headings are used in these GTC solely for clarity and better orientation and do not affect the interpretation of these Terms and Conditions.
- 1.3. Both Parties declare that they are entrepreneurs within the meaning of Section 420(1) of the Civil Code and conclude the Agreement between themselves within the scope of their business activities.

2. SUBJECT OF THE GTC

- 2.1. These GTC govern the legal relations between the Provider and the Customer based on the Agreement and individual Sub-agreements, of which they form an integral part. These GTC contain, among other things, the terms and conditions governing the purchase of Products at the Provider's self-service Petrol Station using Refuelling Chips. These GTC take precedence over any purchase or other terms and conditions of the Customer to which the Customer may refer when concluding the Agreement and/or a Sub-Agreement.

3. PROVIDER IDENTIFICATION DATA

- 3.1. The operator of the Petrol Station is Lorenc Logistic, s.r.o. with its registered office at Klatovy IV, Za Tratí 752, 339 01, Company ID No.: 64832660, VAT No. CZ64832660, registered in the Commercial Register maintained by the Regional Court in Plzeň, Section C, File 7427.
- 3.2. For the purposes of fulfilling contractual rights and obligations, reporting the loss or theft of a Refuelling Chip, and handling operational matters related to the sale of Products at the Fuel Station, the Provider's contact emails are as follows:
 1. Contractual and Pricing Matters
 - Email: petr.chroust@lorenc-logistic.cz
 - Purpose: contracts between the Provider and the Customer; inquiries regarding established prices.
 2. Refuelling Chips and Invoicing
 - Email: uctarna3@lorenc-logistic.cz, deputy: uctarna4@lorenc-logistic.cz
 - Purpose: issuance of new Refuelling Chips, reporting lost chips; inquiries regarding fuel records and invoicing.
 3. Technical Support for the Fuel Station
 - Email: skladnd@lorenc-logistic.cz
 - Purpose: technical assistance in case of fuel station malfunction; reporting faults.

4. CONTRACT, PRICES, PURCHASE LIMIT, DEPOSIT

CONCLUSION OF THE CONTRACT

- 4.1. The Customer shall complete the Application for the Issuance of a Refuelling Chip (which includes the GTC), in which they shall provide, among other things, their identification details (business name, registered office, VAT number), telephone number, email address, the required Purchase Limit and the required number of Refuelling Chips. In the Application, the Customer shall also fill in the number of the Customer's bank account, which the Customer will use to deposit and return any Deposit. The Customer's account must be held in the name or business name of the Customer, at a banking institution based in the Czech Republic, and the account must be held in Czech korunas. The Provider is entitled to check the incoming Deposit against the Customer's Account. The Customer shall leave the Deposit amount blank in the Application and the Provider shall fill it in (if the Deposit is required by the Provider).
- 4.2. The Customer shall submit the completed Application either in person at the Provider's finance department or by email to the Provider. If the Customer is a VAT payer, they are obliged to attach a copy of their VAT registration certificate to the Application.
- 4.3. After the Customer has submitted the Application, the Provider shall review the Application, verify the Customer's identity and the information provided by the Customer in the Application in publicly available registers (ARES, Insolvency Register, RÚIAN, etc.) and decide whether to accept or reject the Application. The Customer shall receive

an email message to the Customer's Email Address within 10 working days of the date of submission of the Application. If the Application is not accepted by the Provider within this period, it shall be deemed to have been rejected by the Provider without further notice.
- 4.4. Upon acceptance of the Application by the Provider, the Provider and the Customer shall conclude the Agreement in person at the agreed time at the Provider's finance department. These GTC are an integral part of the Contract. These GTC are available at the Provider's finance department and are attached by the Provider to each Application and to each Contract. The Customer expresses their agreement with these GTC by signing the Application and also by signing the Contract. By agreeing to the GTC, the Customer confirms that they have carefully read the GTC before concluding the Contract, understand their content, and expressly accept all provisions of the GTC.
- 4.5. Upon conclusion of the Agreement, the Customer may be sent an email request for payment of the Deposit in accordance with Article 4.13 and following provisions of these GTC. After paying the Deposit, the Customer will be informed by email about the possibility of picking up the Refuelling Chip against signing the handover protocol. The date of payment of the Deposit is understood to be the day on which the required amount is credited to the Provider's account specified in the request for payment.

PRICES AND PURCHASE LIMIT

- 4.6. The Customer shall purchase the Products at the Petrol Station at the current prices valid at the Provider at the time of purchase. All prices are quoted without VAT and value added tax at the current statutory rate will be added to them.

- 4.7. The purchase price of one litre of diesel fuel consists of two components: (i) the Provider's currently announced price for the relevant period, including the price of additives, technological differences and temperature surcharges, the amount of which is always notified to the Customer in advance by e-mail, including the period of validity of this price; and (ii) the Provider's individual margin, which is specified in the Contract for this Product.
- 4.8. The purchase price of one litre of AdBlue and windscreen washer fluid is announced for a specific period and is always notified to the Customer in advance by e-mail, including the period of validity of this price.
- 4.9. The total value of Products purchased using all of the Customer's Refuelling Chips should reach at least the amount specified in the Application (the so-called minimum Purchase Limit) for each individual Product within the specified period.
- 4.10. The Customer acknowledges that, according to the specified Purchase Limit for each Product that the Customer has committed to purchase in the Contract, the purchase price of these Products has also been set for the Customer. If the Customer fails to comply with this Purchase Limit, the Provider is entitled to adjust the margin specified in the Agreement for individual Products. The Provider shall inform the Customer of this change by e-mail.
- 4.11. The Customer acknowledges and agrees that the Provider is entitled to unilaterally reduce the Purchase Limit for a specific Product during the term of the Agreement. The Provider is obliged to inform the Customer of any reduction in the Purchase Limit.
- 4.12. The quantity means the quantity of Products collected in litres as stated on the Receipt, which the Customer shall receive immediately after collecting the Products. The Customer shall confirm receipt of the Products by accepting the Receipt without reservation. By accepting the Receipt without reservation, the Customer confirms that the type of Product invoiced and its quantity are accepted by the Customer, i.e. they correspond to the type and quantity actually collected.

DEPOSIT

- 4.13. The Provider may require payment of a Deposit to secure payment of receivables (including future receivables) from the Customer for the purchase of Products at the Petrol Station at any time during the contractual relationship with the Customer, i.e. not only at the beginning of the relationship. The amount of the Deposit is calculated by the Provider on the basis of the information provided in the Application, in particular in relation to the Purchase Limit or actual purchases during the term of the Contract.
- 4.14. If the Customer is requested by the Provider to pay the Deposit, the Customer is obliged to pay the Deposit to the Provider's bank account within the due date specified in the relevant request (usually within 14 days from the date of delivery of the request to the Customer's Email Address). If the Customer is sent a request to pay the Deposit, they will not be allowed to purchase Products until the Deposit has been paid.
- 4.15. The Deposit does not bear interest and will be returned to the Customer's Account based on the Provider's decision depending on the Customer's payment history after settling all liabilities and receivables, but no sooner than three (3) months after its payment to the Provider's account. A necessary condition for the refund of the Deposit is that the Customer fulfils all their obligations and liabilities towards the Provider properly and in a

timely manner throughout the entire period. If the Provider decides to retain the Deposit for a longer period or for the entire duration of the Contract, the Provider shall make a final settlement after the termination of the Contract and return the Deposit to the Customer, offsetting any amounts owed by the Customer for the purchase of Products at the Petrol Station.

- 4.16. The Customer agrees to the set-off of any claims of the Provider against the Customer against the Deposit paid. The Customer's debts according to the final settlement are due 14 days after the settlement is issued.

5. ISSUANCE AND USE OF THE FUEL CHIP, FEES

ISSUANCE OF THE FUEL CHIP

- 5.1. The Provider shall hand over the Refuelling Chip to the Customer at the Provider's finance department on a date agreed by the Parties after the conclusion of the Agreement and, if no such date is agreed, within 14 days of the Customer paying the Deposit into the Provider's bank account. The Customer is obliged to confirm receipt of the Refuelling Chip to the Provider by signing the handover protocol. Each Refuelling Chip has its own unique Refuelling Chip identification number for identification purposes. The Customer shall assign their own PIN code to each Fuel Chip, which shall be entered at the Petrol Station when purchasing Products. By accepting the Fuel Chip, the Customer acquires the right to use it, i.e. the authorisation to purchase Products.
- 5.2. The Customer may hold multiple Refuelling Chips. The Customer is also entitled to allow individual Chip Users to use the Refuelling Chip on the Customer's account. However, the Chip User must always be in an employment relationship with the Customer. The Customer is aware that the contractual relationship established on the basis of the Agreement and these GTC is exclusively between the Customer and the Provider. Only the Customer is responsible for fulfilling the obligations arising from the Agreement or individual Sub-agreements and is obliged to compensate the Provider for any damage caused by the Chip User as if it had been caused by the Customer itself.
- 5.3. The Parties acknowledge that the issuance and operation of the Refuelling Chip in the Czech Republic does not constitute a payment service within the meaning of Act No. 370/2017 Coll., on Payment Services, as amended, or Directive (EU) 2015/2366 of the European Parliament and of the Council (EU) 2015/2366 of 25 November 2015 on payment services in the internal market, amending Directive 2002/65/EC, 2009/110/EC and 2013/36/EU and Regulation (EU) No. 1093/2010 and repealing Directive 2007/64/EC.
- 5.4. The refuelling chip remains the property of the Provider throughout its use by the Customer and/or User of the chip.
- 5.5. The Customer's right to use the Refuelling Chip shall expire:
- 5.5.1. upon written request by the Customer, on the date specified in the request, but no earlier than the date of delivery of the request to the Provider; or
 - 5.5.2. on the effective date of the agreement between the Parties to terminate the Contract; or
 - 5.5.3. on the effective date of termination or withdrawal from the Contract; or

5.5.4. upon blocking of the Refuelling Chip by the Provider in the event of a breach of the Contract by the Customer or in other cases provided for in these GTC; or

5.5.5. upon notification of the loss, theft or damage of the Refuelling Chip.

FEES RELATED TO THE REFUELLING CHIP

5.6. The Provider charges a fee for blocking the Customer's Refuelling Chip in the system, in the amount of CZK 500 for each individual blocked Refuelling Chip at the Customer's request in accordance with Article 7.2 of the GTC. In the event of loss or theft of the Refuelling Chip, the Customer is obliged to pay the Provider in full for the Products purchased in the period from the loss or theft of the Refuelling Chip until the moment of its blocking.

5.7. The Provider does not charge any fee for issuing and setting up the Refuelling Chip, for using the Refuelling Chip at a Petrol Station, or for issuing a replacement Refuelling Chip.

USE OF THE FUEL CHIP

5.8. Cashless purchase of Products takes place in such a way that the Customer or Chip User, upon arrival at a self-service pump at the Petrol Station, scans the Fuel Chip and enters their PIN code for this chip, then begins pumping the Product. After refuelling and returning the fuel nozzle to the pump, they will receive a receipt for this purchase. By accepting this receipt without reservation, the Customer or Chip User confirms the quantity and type of Product purchased. The receipt also contains information on the total amount of excise duty.

5.9. The Customer is obliged to handle the Refuelling Chip in such a way as to prevent its damage, theft or loss. The Customer is obliged to keep the Refuelling Chip in a safe place and generally act in such a way as to prevent misuse of the Refuelling Chip by a third party. The Customer is obliged to satisfy all claims of the Provider arising from the unauthorised use of the Refuelling Chip.

5.10. By handing over the Refuelling Chip to the Chip User, the Customer authorises the Chip User to purchase Products using the Refuelling Chip at the Petrol Station on behalf of the Customer.

5.11. The risk of damage to the Product passes to the Customer upon acceptance (collection) of the Product by the Customer or the Chip User. At the same time, the Customer acquires ownership of the type and quantity of Product collected.

6. BILLING AND SUBSEQUENT PAYMENT FOR PRODUCTS PURCHASED

6.1. The Parties agree that the Provider shall bill the total price for the Products collected twice a month, on the 15th and on the last day of the month.

6.2. The Provider shall issue an Invoice to the Customer for the immediately preceding billing period, which shall be delivered to the Customer by email, to which the Customer agrees.

6.3. The Customer agrees that the Provider is entitled to issue Invoices, including related credit/debit notes, in electronic form. Each Invoice issued in this manner shall contain the details required by Act No. 235/2004 Coll., on Value Added Tax, as amended. The Customer agrees that the Provider will issue Invoices in electronic form. The Provider

shall fulfil its obligation to issue and send the Invoice to the Customer by sending it to the Customer's Email Address specified in the Application. The Customer is obliged to notify the Provider in writing of any change in the Customer's Email Address at least 3 working days in advance. The Parties agree that the Invoice is delivered on the day it is sent to the Customer's Email Address. Sending the Invoice by post at the Customer's request is subject to a fee.

- 6.4. Payments for the purchase of Products shall be made by the Customer on the basis of the sent Invoice by bank transfer to the Provider's account specified in the Agreement. The due date of the total price for the billed Products purchased shall always be stated on the Invoice, and the due date shall commence on the date of the taxable supply of the relevant Invoice.
- 6.5. If the due date falls on a non-working day, the due date shall be deemed to be the day preceding that day. When making payments, the Customer is obliged to state the variable symbol stated on the Invoice. The date of payment shall be the date on which the funds are credited to the Provider's account.
- 6.6. If the Customer fails to pay the Invoice within the due date, the Provider has the right to immediately suspend the Customer's ability to purchase Products using Refuelling Chips until all of the Customer's debts to the Provider have been settled. This suspension of purchases does not constitute a breach of the Agreement on the part of the Provider.
- 6.7. In the event of the Customer's delay in paying the total price charged for the Products purchased, the Provider is entitled to offset the Customer's outstanding receivables against the Deposit paid.
- 6.8. If the Customer purchases Products via Refuelling Chips in a value reaching 90% of the deposited Deposit and/or there is an extraordinary increase in turnover on the Customer's account, the Provider is entitled to perform extraordinary billing of the total price for the purchased Products and issue an Invoice even outside the agreed terms. In such a case, the Provider is also entitled to request that the Customer increase the Deposit or, if the Deposit has already been released back to the Customer, to re-nd pay it again. The Customer is obliged to pay the Deposit or its increase within five (5) working days of receiving the Provider's request for such payment.
- 6.9. In the event of the Customer's delay in paying the total price charged for the Products purchased, the Provider is entitled to demand that the Customer pay a contractual penalty of 0.1% of the amount due for each day of delay. The payment of the contractual penalty does not affect the Provider's right to full compensation for damages.

7. BLOCKING OF THE REFUELLING CHIP

- 7.1. The Fuel Chip may be blocked (i) at the Customer's request, or (ii) by decision of the Provider in accordance with the GTC.

BLOCKING OF THE REFUELLING CHIP AT THE CUSTOMER'S REQUEST

- 7.2. The Customer is entitled to request the blocking of the Fuel Chip (in the event of loss or theft of the Fuel Chip) by written notice made in person at the Provider's finance department or delivered to the Provider's e-mail address specified in Article **Chyba! Nenalezen zdroj odkazů.** of these GTC. In such a case, the Provider undertakes to block the Refuelling Chip without undue delay, but no later than within 24 hours on

working days from Monday to Thursday, and within 72 hours on Fridays, weekends and public holidays after notification of loss or theft.

BLOCKING OF THE REFUELLING CHIP BY THE PROVIDER

- 7.3. Apart from the case specified in Article 7.2. of these GTC, the Provider is entitled to block the Customer's Refuelling Chip in the following cases:
- 7.3.1. The Provider has an overdue claim against the Customer. If all due claims against the Customer are settled and the agreed Deposit amount is paid (if required by the Provider), the Provider will unblock the Refuelling Chip again; or
 - 7.3.2. The Provider has requested the Customer to pay and/or increase the Deposit and the Customer has not paid it on time; or
 - 7.3.3. The Provider terminates the Agreement or withdraws from the Agreement, in which case the block shall take effect on the date of expiry of the notice period or on the date of effect of the withdrawal; or
 - 7.3.4. The Customer terminates the Agreement, in which case the block will take effect on the date of expiry of the notice period.

8. COMPLAINTS

- 8.1. The Customer is obliged to send a complaint related to the purchase of Products via the Refuelling Chip immediately after discovering the facts giving rise to the complaint (e.g. incorrect billing), in writing to the Provider's email address specified in Article 3.2. of these GTC or in person to the Provider's finance department. The deadline for handling complaints is 30 days. If the complaint is accepted, the Customer will be provided with a replacement without defects, unless they expressly assert another claim under the law. However, the Provider is not responsible for the value, type and quantity of Products listed on the Receipt, the correctness of which was confirmed by the Customer or Chip User at the time of collection by accepting the Receipt without reservation.

9. CHANGE OF DATA AND COMMUNICATION

- 9.1. The Customer is obliged to immediately notify the Provider in writing of any change in the information specified in the Application. If they fail to do so, the Customer shall be obliged to pay all costs associated with rectifying this fact (e.g. correction of Invoices, etc.).
- 9.2. The Provider and the Customer communicate primarily by email and in person at the Provider's finance department.

10. TERM AND TERMINATION OF THE AGREEMENT

- 10.1. The Agreement is concluded for an indefinite period.
- 10.2. Both the Customer and the Provider are entitled to terminate the Agreement in writing at any time, even without giving a reason. The notice period is one (1) month and begins on the first day of the month following the date of delivery of the written notice to the other Party. The Customer is obliged to send the termination of the Agreement either in electronic form to the Provider's data box, or in paper form to the address of the

Provider's registered office, or to the Provider's e-mail address specified in Article **Chyba! Nenalezen zdroj odkazů.** of these GTC. The Provider may send the notice of termination to the Customer in particular to the Customer's email address and/or to the Customer's registered office address and/or to the Customer's data box.

- 10.3. The notice of termination shall apply to all of the Customer's Refuelling Chips issued on the basis of the Agreement affected by the termination. The Refuelling Chips concerned shall be blocked on the date of expiry of the notice period. The Customer acknowledges that in the event of termination by the Customer, the Provider is entitled to settle the purchases of Products made by the Customer prior to the effective date of termination within two (2) weeks of the termination of the Agreement. In accordance with the previous sentence of these GTC, the Provider is in particular entitled to issue a statement of account and the relevant Invoices for Products purchased by the Customer before the termination takes effect and to settle the Deposit within this period.
- 10.4. The Provider is entitled to withdraw from the Contract immediately in the following cases:
 - 10.4.1. The Customer fails to pay the Deposit within the specified period; or
 - 10.4.2. The Customer is in bankruptcy or imminent bankruptcy and/or insolvency proceedings have been initiated against the Customer pursuant to Act No. 182/2006 Coll., the Insolvency Act, as amended; or
 - 10.4.3. The Customer enters into liquidation; or
 - 10.4.4. The Customer is in default with the payment of any due debt to the Provider and the period of default has exceeded 15 days.
- 10.5. The Provider may send written notice of termination of the Agreement to the Customer, in particular to the Customer's email address and/or to the address of the Customer's registered office and/or to the Customer's data box.
- 10.6. In all cases of termination of the Agreement, the Provider is entitled to set off the Deposit against any claims it has against the Customer. If, even after the set-off, the Customer still has any debt to the Provider, they are obliged to pay it within fourteen (14) days of the date of issue of the final statement by the Provider. If the Customer fails to pay the debt within this period, the Provider shall be entitled to a contractual penalty of 0.1% of the total amount owed for each day of delay. Payment of the contractual penalty shall not affect the Provider's right to full compensation for damages.
- 10.7. If, after offsetting the Deposit, there is a difference in favour of the Customer, the Provider shall return the Deposit to the Customer within two (2) weeks of settling mutual obligations by means of a final statement to the Customer's Account.
- 10.8. In the event of termination of the Contract, the Customer is obliged to return the Refuelling Chips to the Provider without delay, but no later than five (5) working days from the date of termination of the Contract, at the premises of the Provider's finance department, unless the Parties agree otherwise in writing. In the event of a delay by the Customer in returning the Refuelling Chip to the Provider, the Provider shall be entitled to claim full compensation from the Customer.

11. LIMITATION OF DAMAGES

- 11.1. If the Customer, as an entrepreneur, is entitled to compensation for damages in connection with a breach of the Agreement by the Provider, the amount of damages to be paid to the Customer shall not exceed the sum of payments for the purchase of Products using the Refuelling Chip paid by the Customer under the Agreement for the last 3 months immediately preceding the breach of the Agreement. The Parties agree

that the Provider shall be liable to the Customer only for actual damage, not for the Customer's lost profits.

12. CHANGE TO THE GTC

- 12.1. The Customer acknowledges that the Provider is entitled to unilaterally amend these GTC to a reasonable extent. The Provider shall notify the Customer of any changes to the GTC at least one (1) month before the proposed effective date of the relevant change by publishing a notice in the Provider's finance department and sending the new version of the GTC to the Customer's email address.
- 12.2. If the Customer does not agree with the change to the GTC, the Customer is entitled to reject the change to the GTC before the effective date of the relevant change to the GTC and at the same time terminate the Agreement by written notice made in person at the Provider's finance department or delivered to the Provider's data box or registered office or to the Provider's email address specified in Article **Chyba! Nenalezen zdroj odkazů.** of these GTC. In such a case, the Agreement shall terminate on the last day of the effective date of the current version of the GTC. The Customer acknowledges that the Provider is entitled to issue an invoice for the Products purchased by the Customer within two (2) weeks from the date of termination of the Agreement. If the Customer does not reject a duly notified change to the GTC in accordance with this paragraph, it shall be deemed that the Customer agrees to the relevant change to the GTC and the relevant change to the GTC shall be binding on the Customer from the date of its effectiveness.

13. FINAL PROVISIONS

- 13.1. The rights and obligations of the Parties arising from the Contract (including these GTC) and individual Sub-contracts or related to them shall be governed by the relevant legal regulations of the Czech Republic, in particular the Civil Code, unless otherwise specified in these GTC.
- 13.2. If the relationship established by the Contract (including these GTC) contains an international (foreign) element, the Parties agree that their relationship shall be governed by Czech law, excluding the application of the United Nations Convention on Contracts for the International Sale of Goods (United Nations Convention on Contracts for the International Sale of Goods concluded in Vienna on 11 April 1980, No. 160/1991 Coll.).
- 13.3. The Parties confirm that the Contract (including these GTC) constitutes the entire agreement between the Parties with regard to the subject matter of the Contract and supersedes all previous agreements, contracts or arrangements between the Parties relating to the same subject matter as the Contract.
- 13.4. The Parties agree to resolve any disputes or disagreements arising from or in connection with the Agreement primarily through amicable settlement. If the Parties fail to resolve any such disputes or disagreements through amicable settlement within a reasonable period of time, the Parties shall agree on further steps. Any such disputes or disagreements arising from or in connection with the Agreement that have not been resolved by amicable settlement between the Parties shall be decided by the competent court in the Czech Republic with local jurisdiction according to the address of the Provider's registered office.
- 13.5. All rights and claims of the Provider against the Customer arising from the Agreement (including these GTC) and/or any Partial Agreement, arising from their breach or from the Customer's unjust enrichment and others, shall expire within ten (10) years from the date on which the right could have been exercised by the Provider for the first time.

- 13.6. The Customer assumes the risk of a change in circumstances pursuant to Section 1765(2) of the Civil Code.
- 13.7. For the purposes of performing the Contract, the Parties expressly agree that any business practices relating to the performance of the Contract shall not take precedence over the Contract, the provisions of these GTC, or the provisions of the law.
- 13.8. These GTC are valid and effective as of 1 September 2025, and shall apply to all Contracts from that date.