

NOTICE — Working Translation

This is a working English translation of the Czech original. The Czech version is the legally binding document. Please consult legal counsel for binding use.

PURCHASE TERMS AND CONDITIONS OF PLUTEO STORE s.r.o.

Effective from 1 May 2024

1. General Provisions

- 1.1. These Purchase Terms and Conditions form an integral part of orders and purchase contracts concluded for the purpose of purchasing materials and goods by PLUTEO STORE s.r.o., Company ID No. 198 89 241, with its registered office at Lidická 700/19, Veveří, 602 00 Brno, as the buyer on one side and another entrepreneur as the seller on the other side.
- 1.2. Business transactions and relationships concerning the buyer's business activities (offers, inquiries, orders, etc.) take place between both contracting parties primarily through the web platform www.pluteo.cz operated by the buyer.
- 1.3. Sales, business, and other terms of the seller that have not been expressly approved in writing by the buyer shall not apply to the contractual relations agreed between the contracting parties in the buyer's business activities.
- 1.4. Unless the purchase contract or order provides otherwise, these Purchase Terms apply. Deviations from these Purchase Terms are possible only by written agreement of the contracting parties.
- 1.5. The buyer reserves the right to refuse acceptance of the delivery of goods or to delay payment of invoices until proper fulfillment of these Purchase Terms. In this case, the buyer is not in default with the fulfillment of its obligations.

2. Information Protection

- 2.1. Non-public information of a technical and commercial nature that the buyer provides to the seller is considered by the buyer to be its trade secret. The seller undertakes not to provide this information to a third party and may not use it for itself or for others. The seller is entitled to disclose to third parties any information about the contractual relationship with the buyer (including the very existence of such a relationship) only with the prior written consent of the buyer. In case of breach of this obligation, the seller is obliged to compensate the buyer for the resulting damage.

3. Advertising of Goods and Materials on the Web Platform

- 3.1. The subject of the order or purchase contract between the seller and the buyer pursuant to these Purchase Terms is the transfer of ownership of materials or goods from surplus or otherwise unused stock of the seller (hereinafter "Goods") from the seller to the buyer. The seller advertises the Goods on the buyer's web platform www.pluteo.cz.
- 3.2. The Goods that the seller advertises on the buyer's web platform must be products of industrial serial production and must be commonly placed on the market. Goods that are products of custom production or are specific in another way, for example, in dimensions, weight, price, number of pieces, method of acquisition, etc., may be advertised on the buyer's web platform only by agreement and with the consent of the buyer. The priority is always the publication of the seller's offer of Goods that is economically advantageous and meaningful for both contracting parties. The seller acknowledges that the final decision on the publication of Goods on the web platform www.pluteo.cz always rests with the buyer.
- 3.3. The buyer reserves the right to evaluate the success of the publication of the seller's offered Goods on the portal www.pluteo.cz and, in case of low interest in the Goods, to suggest an alternative form of advertising on the portal to the seller.
- 3.4. The seller acknowledges that the Goods that it advertises and offers for sale on the buyer's web platform must meet the definition of surplus unused stock of Goods established by these Purchase Terms, i.e., stock that remains in the seller's warehouse for various reasons. These include, for example, excess purchased quantities of

Goods, their moral obsolescence over time, their non-use due to changes in projects for which they were purchased, etc.

3.5. By agreeing to these Purchase Terms, the seller guarantees that on the buyer's web platform it offers only Goods that have been purchased or produced by it but, for objective reasons, have never been used or consumed in projects, contracts, and these Goods have not been used as part of other machines, equipment, or in other similar activities and for the purposes for which they are usually produced. By agreeing to these Purchase Terms, the seller guarantees the fulfillment of all the above conditions for the Goods it offers on the buyer's web platform www.pluteo.cz. The seller declares that it is aware of the possible consequences associated with the concealment of data and conditions concerning the origin and nature of the goods it offers, especially in the case where these goods do not meet the conditions and definition of surplus stock under Article 3 of these Purchase Terms.

3.6. By agreeing to these Purchase Terms, the seller declares that it is aware of the fact that, in case of breach of the provisions of Article 3 of these Purchase Terms concerning the nature of the goods, the buyer is entitled to charge the seller a one-time contractual penalty of CZK 100,000 for each individual breach. This provision on the contractual penalty does not in any way affect or limit the buyer's right to compensation for damages caused by the seller to the buyer (or to a third party to whom the buyer subsequently delivers the Goods) by providing false information and data on the origin of the goods under Article 3 of these Purchase Terms.

3.7. The Goods that the seller advertises on the buyer's web platform under Article 3 of these Purchase Terms may have an expired warranty period or may not be packaged in original packaging if the seller no longer has it. However, the seller must inform the buyer of these or similar facts in the offer form pursuant to Article 4 of these Terms.

4. Offer of Goods and Advertising Service Price List

4.1. The seller will request the advertising of Goods intended for sale under Article 3 of these Purchase Terms through the buyer's web platform by completing the Offer Form for Goods available at www.pluteo.cz. The seller will send the form to the buyer through the web platform or to the buyer's designated e-mail address.

4.2. The seller will fill out the Offer Form according to the published template and the buyer's instructions, while in the Offer Form the seller will provide, in particular, basic identification data of its company and data identifying the offered Goods, namely:

- identification of the seller (company name, Company ID, Tax ID, registered office)
- contact person authorized by the seller to negotiate with the buyer about the publication of the offer and subsequent sale of Goods (name, telephone, e-mail)
- specification of the offered Goods (name, type, parameters, manufacturer's number, manufacturer, etc.)
- offered quantity with indication of the unit of measurement
- required price excluding VAT and the currency in which the seller offers the Goods to the buyer (unit price of Goods per unit of measurement in the given currency) — Offer Price. In case of sale of Goods on www.pluteo.cz, the seller will invoice this price to the buyer.
- information on whether a contractual warranty is provided for the Goods, and if so, the duration of the warranty provided by the seller

4.3. By sending the offer form to the buyer pursuant to this article of the Purchase Terms, the seller expresses its consent to these Purchase Terms.

4.4. After evaluating the fulfillment of the conditions under Article 3 of these Purchase Terms, the buyer will place the seller's offer of Goods intended for advertising and sale on the web portal www.pluteo.cz.

4.5. The buyer is entitled to refuse the advertising of Goods for the handling or trading of which special permits, decisions, or other approvals are required by legal regulations. For the purpose of assessing the acceptance of Goods for advertising on the web platform, the buyer's position is always decisive.

4.6. If the seller can no longer sell the Goods offered on the web platform, for example due to its own consumption, the seller is obliged to immediately notify the buyer of this fact in writing. The buyer is obliged to immediately terminate the advertising of the Goods specified by the seller on the web platform.

4.7. If the seller is no longer interested in continuing to advertise Goods on the buyer's web platform, the seller is obliged to inform the buyer of this fact in writing and request the buyer to terminate the advertising of the Goods

specified by the seller. The buyer is obliged to immediately terminate the advertising of the Goods specified by the seller on the web platform.

4.8. In case of sale of the seller's Goods through the web platform www.pluteo.cz, the buyer will terminate or reduce the offered number of pieces of these advertised Goods on the web platform, according to the quantity sold. The adjustment will be made automatically by the buyer on the date of sale of the Goods.

5. Purchase Contract

5.1. The purchase contract is usually concluded based on a written order made by the buyer to the seller, the subject of which is the sale of Goods that are advertised by the seller on the buyer's web platform www.pluteo.cz, together with a written and unconditional confirmation of the order by the seller.

5.2. Any changes made by the seller to the order submitted by the buyer do not constitute the conclusion of a purchase contract. In such a case, this is a new proposal for the conclusion of a purchase contract submitted by the seller to the buyer, in which case the contract will be concluded only at the moment of delivery of the written acceptance of such an offer of the buyer to the seller.

5.3. The contracting parties are obliged to state the order number on all mutual correspondence, invoices, delivery notes, and all other documents related to the order.

5.4. The buyer will state in the order the following data, which constitute the essential elements of the purchase contract:

- identification of the buyer (company name, Company ID, Tax ID, registered office)
- reference to the seller's offer/advertisement
- contact person authorized to negotiate with the seller (name, telephone, e-mail)
- required Goods according to the seller's offer (name, type, parameters, manufacturer's number, manufacturer)
- required quantity with indication of the unit of measurement
- required selling price and currency in which the seller offers the Goods to the buyer (unit price of Goods per unit of measurement in the given currency)
- other elements as needed

5.5. If the buyer does not receive a written confirmation of the order within 2 business days, the buyer may withdraw the order without the seller's right to compensation for damages, in writing or by telephone with subsequent written confirmation of this withdrawal.

5.6. Changes to the purchase contract after its conclusion are possible only by agreement of both parties in writing.

5.7. A document sent by e-mail is also considered a written order or confirmation of an order.

6. Purchase Price

6.1. The agreed purchase price according to the offer in the Offer Form for Goods in Article 4.2 of these Purchase Terms for publication on the buyer's web platform www.pluteo.cz is fixed without VAT. VAT will be added to the purchase price thus established at the rate established by applicable legal regulations.

6.2. The buyer is entitled to charge the seller a transportation fee under Article 7.2 of these Purchase Terms.

6.3. The purchase price means the price of complete undamaged Goods, the paid transfer of which is the subject of the purchase contract, including its accessories, packaging, palletization, packaging costs, and labeling, unless otherwise agreed in writing by the parties for an individual specific case.

7. Delivery Conditions, Transfer of Risk, Transfer of Ownership

7.1. In case of conclusion of a purchase contract under these Purchase Terms, the seller will immediately ensure the preparation of the Goods, the paid transfer of which is the subject of the purchase contract, for collection, including provision of suitable packaging, and will inform the buyer of the readiness for collection of the subject of the purchase contract through the contact person under section 4.2 of these Purchase Terms. The seller will also provide data on the weight, dimensions, and method of packaging of the consignment.

7.2. The buyer will arrange the collection of the Goods, the paid transfer of which is the subject of the purchase contract, at the seller's address through a courier transport service or in another agreed manner. The buyer will inform the seller of the date of collection of these Goods.

7.3. By agreement of both parties, another method of transport of the Goods under the purchase contract to the buyer may also be chosen.

7.4. The seller is obliged to provide the goods with packaging that meets the requirements of the relevant legal regulations, in particular Act No. 477/2001 Coll., on packaging, as amended, in particular to ensure adequate protection of the Goods against damage to the destination, while enabling its handling by common handling means. If the seller places packaging or packaging materials on the market, the seller is obliged to provide the buyer in writing with information on whether it is involved in the EKO-KOM system and pays fees for placing packaging on the market ("Declaration on the fulfillment of the conditions for placing packaging on the market"). If it is proven that the seller does not fulfill the obligations under the relevant waste legislation, the seller is obliged to compensate the buyer for any damage incurred by the buyer in connection with ensuring the disposal of packaging. The seller chooses packaging materials with minimal environmental impact and primarily prefers recyclable materials.

7.5. In case of delivery of chemical substances or preparations, the seller is obliged to ensure all the requirements arising from applicable legislation (current safety data sheet, labeling on packaging) and to attach them to the consignment. The seller is similarly obliged to proceed in case of other dangerous substances or other Goods with which legal regulations associate special obligations in their handling, transport, and sale.

7.6. In case of delay of the seller in the delivery of Goods, or in its preparation for collection and information thereof in the sense of Article 7.1 of these Purchase Terms within the term agreed by the parties, the buyer has the right to charge the seller a contractual penalty of 0.2% of the purchase price of the given Goods excluding VAT for each day of delay. The contractual penalty is agreed as a sanction and its application does not deprive the buyer of the right to compensation for damages and any additional costs, e.g., costs of debt collection, that arose due to the delayed shipment of Goods. The contractual penalty is payable within 30 days from the date of delivery of its invoicing to the seller. The buyer is entitled to set off the contractual penalty against the seller's claim for payment of the purchase price for the Goods.

7.7. Delay of the seller in the delivery of Goods, or in its preparation for collection and information thereof in the sense of Article 7.1 of these Terms, by more than 2 calendar days is considered a substantial breach of the contract and the buyer is in this case entitled to withdraw from the contract. By withdrawal from the contract, the obligation is canceled from the beginning. Withdrawal from the contract does not affect the right to payment of a contractual penalty or default interest, if it has already become due, the right to compensation for damages arising from breach of contractual obligation, or any agreement that, due to its nature, is to bind the parties even after withdrawal from the contract.

7.8. The buyer is also entitled to withdraw from the contract if the Goods do not meet the conditions under Article 3 of these Purchase Terms, are not delivered without defect, damage, completeness, on time, and properly. The buyer is entitled, at its discretion, to withdraw from the contract in whole or in part. All costs associated with this (transport, repackaging, storage, etc.) shall be borne by the seller. The buyer will inform the seller in writing of withdrawal from the contract. In detail, withdrawal from the contract by the buyer is regulated in Article 9 of these Purchase Terms.

7.9. The risk of damage to the Goods and ownership of the Goods passes to the buyer upon acceptance of the Goods. For these purposes, acceptance of the Goods by the buyer is considered to be acceptance of the Goods by a courier transport service or in another agreed manner under Article 7.2 of the Purchase Terms.

8. Payment Terms

8.1. The purchase price will be invoiced by the seller after the buyer accepts the Goods, by issuing a tax document with a maturity of 45 days from the date of issue. The invoice must contain all the elements of a tax document and the seller is obliged to deliver it within 3 calendar days from the date of issue to the buyer electronically to the provided e-mail address invoices@pluteo.cz

8.2. The buyer is entitled to set off the fee under Article 6.2 of the Purchase Terms against the seller's claim for payment of the purchase price for the Goods.

8.3. The seller is entitled to assign any rights or obligations arising from the contract to a third party only with the prior written consent of the buyer.

9. Withdrawal from the Contract

9.1. If any defect or damage to the Goods is detected or appears within 30 days from the buyer's acceptance of the Goods, which the Goods had already at the time of transfer of risk to the buyer, or if the Goods malfunction within this period, the buyer is entitled to withdraw from the contract with the seller for this reason. Withdrawal from the contract for this reason is also possible if the defect of the Goods appears in the given period only when the Goods are put into operation or production at the buyer's customer, or if the defect appears in another similar manner. The buyer is entitled to withdraw from the contract in writing, either by communication sent to the seller's data box or to the seller's registered office address or by communication sent to the e-mail address of the seller's contact person under Article 4.2 of the Purchase Terms, or by telephone notification to the seller's contact person, when this withdrawal must be subsequently confirmed in writing.

9.2. In case of withdrawal from the contract, the seller is obliged to compensate for damages caused by the delivery of defective or non-functional Goods, including the costs of any transport of Goods, costs of packaging, sorting, etc. The seller is obliged to compensate both the damage caused directly to the buyer and the damage caused to the buyer's customer for whom the Goods were purchased by the buyer from the seller.

9.3. By withdrawal from the contract, the obligation between the buyer and the seller is canceled from the beginning. Withdrawal from the contract does not affect the right to payment of a contractual penalty or default interest, if it has already become due, the right to compensation for damages arising from breach of contractual obligation, or any agreement that, due to its nature, is to bind the parties even after withdrawal from the contract.

9.4. After withdrawal from the contract, the buyer is obliged to send the relevant Goods back to the seller, at the seller's expense.

10. Final Provisions

10.1. If any provision of the Purchase Terms is invalid or ineffective, or becomes such, the invalid provisions will be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision does not affect the validity of the other provisions. Changes and amendments to the purchase contract or Purchase Terms require written form.

10.2. The buyer is entitled to unilaterally change these Purchase Terms to the extent strictly necessary. The new wording of the Purchase Terms will be delivered by the buyer to the seller's address no later than 7 calendar days before the effective date of the new wording of the Purchase Terms. The seller is entitled to refuse the change of the Purchase Terms by written notice delivered to the seller no later than 5 business days from the buyer's notification of the change of the Purchase Terms and to unilaterally withdraw from the Purchase Terms. In case of withdrawal of the seller from the Purchase Terms, the advertising of all Goods of the seller who has thus withdrawn is terminated on the buyer's web platform. For the purpose of invoicing the handling fee in this case, the provisions of the Purchase Terms regulating the termination of advertising at the seller's request under Article 4 of the Purchase Terms apply similarly. Other rights and obligations arising to the buyer and the seller before the effective withdrawal from the new wording of the Purchase Terms remain unaffected.

10.3. The rights and obligations of the seller and the buyer arising on the basis of these Purchase Terms are governed by the legal regulations of the Czech Republic to the extent not regulated by these Purchase Terms.

10.4. Withdrawal from the contract created in accordance with these Purchase Terms or from a contract of which these Terms are part does not affect the right to payment of a contractual penalty or default interest, if it has already become due, or the right to compensation for damages arising from breach of contractual obligation. Other provisions of these Purchase Terms are not affected by this provision.

10.5. All disputes arising in connection with contracts arising on the basis of these Purchase Terms, or with contracts of which these Terms are part, whether disputes concerning the establishment, performance, and termination of obligations, as well as disputes about their validity, or other, the parties will first try to resolve through mutual negotiation and out-of-court agreement. If the dispute cannot be resolved in this way, it will be resolved through the general courts of the Czech Republic. The contracting parties have agreed, within the meaning of the provisions of § 89a of Act No. 99/1963 Coll., the Code of Civil Procedure, that the locally competent court for the decision of such disputes is the general court of the buyer.

10.6. The contracting parties have agreed that the buyer is entitled to make a security payment of value added tax within the meaning of § 109a of Act No. 235/2004 Coll., the Value Added Tax Act, as amended, to the account of the relevant tax administrator, in particular if the seller becomes an unreliable VAT payer within the meaning

of § 106 of Act No. 235/2004 Coll., the Value Added Tax Act, as amended, on the date of the taxable supply. The buyer will notify the seller in writing of the security payment of value added tax.

10.7. The contracting parties acknowledge that, in connection with the performance under these Purchase Terms, mutual transfer of personal data of representatives and contact persons of the contracting parties takes place for the purpose of ensuring communication, in the scope of: name, surname, telephone number, and e-mail address. Furthermore, in this context, legitimate processing of personal data takes place. The contracting parties are not entitled to transfer this personal data to a third party without the express written consent of the other contracting party.

10.8. The contracting parties undertake to inform natural persons whose personal data they have provided in contractual documents, or in connection with the performance of the contractual relationship, to the other contracting party, of such method of processing of their personal data, and at the same time of their rights, which they have as data subjects in connection with the processing of their personal data, i.e., in particular, to file an objection at any time against such processing.

10.9. The contracting parties undertake to ensure that within the contractual relationship they will apply the principles set out in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation), which entered into force on 25 May 2018.

10.10. The contracting parties hereby declare that, in the period before the conclusion of the purchase contract, neither of the contracting parties or its representative engaged in any conduct that could be qualified as corrupt conduct (e.g., bribery, trading in influence, clientelism, etc.). The contracting parties also declare that they tolerate no form of corrupt conduct and undertake to take all appropriate and available measures to prevent corrupt conduct of their employees, representatives, suppliers, and intermediaries, and other third parties. Such measures shall mean in particular familiarization of other entities with internal anti-corruption rules of the contracting party and a commitment to their compliance.

These Purchase Terms and Conditions are effective from 1 May 2024