

## General Purchasing Terms

HENKEL ČR, spol. s r.o.

Boudníkova 2514/5, 180 00 Prague 8, Company Identification No. 15889858

registered with the Municipal Court in Prague, file No. C. 2607

1. These general purchasing terms (hereinafter „GPT“) govern the rights and duties of contracting parties as well as other terms and conditions related to the conclusion of contracts of purchase, performance contracts and service contracts, on the basis of which HENKEL ČR, spol. s r.o. shall order goods or performance or services – hereinafter referred to as a „subject-matter of performance“.
2. The „Purchaser“ is HENKEL ČR, spol. s r.o., the „Seller“ is the supplier of the subject-matter of performance. Preference over these GPT shall be given only to special written arrangements (including framework contracts, individual contracts, cooperation contracts, etc.) mutually agreed upon by the Seller and the Purchaser. This does not disable the Purchaser from diverging from the GPT in case of an individual purchase order by adjoining partially or entirely modified trade conditions.
3. The individual partial order shall be made by the Purchaser in accordance with the offer of the Seller. The Purchaser is eligible to make an order and other legal acts in writing or electronically (by e-mail), by fax or phone (hereinafter referred to as „another admissible method“). Neither amendments nor deviations from the purchase order by the Seller shall be taken into account and each individual contract is concluded solely with regard to the content of the respective purchase order, unless the Purchaser expressly confirms the Seller's amendments or deviations. Should the parties fail to negotiate the subject-matter of the performance, the price of the performance and delivery terms or should the agreement on these terms be invalid, colorable or unenforceable, the individual contract is deemed as not concluded. Price, bonuses and other price agreements shall be stipulated by agreement between the Purchaser and the Seller; price lists of the Seller shall be applied only if they were expressly confirmed by the Purchaser.
4. The Seller shall be responsible for the correctness and accuracy of data which were provided by him to the Purchaser, and he undertakes to inform the Purchaser in a timely manner in writing of all changes which relate to his entity and which are important for the performance of contracts concluded with the Purchaser, including ability to fulfill his debts.. The Seller is obliged to comply with all of the Purchaser's orders as regards the provision of the subject-matter of the performance
5. The Purchaser is not obliged to accept defective or incomplete subject-matter of performance. Unless stipulated otherwise in the framework or individual contract, the Seller is entitled to reimbursement of the price following full acceptance of the delivered subject-matter of performance by the Purchaser. The price of the subject-matter of performance shall be accounted by invoice by the Seller with the period of maturity of 60 days which commences to run on the fifth day of the month following the month when a taxable performance was carried out. The invoice must be delivered properly and must have all essentials of a proper tax document. The Purchaser is entitled to return an incorrectly issued invoice, and to require the issuance of a correctly issued invoice. Until delivery of the correctly issued invoice, the Purchaser is not in default of settling the price. Should the subject-matter of the performance subsist in the execution of work and the work is carried out and received in individual parts, the contracting parties exclude the Seller's right to reimburse the price of the work in individual parts as set forth in section 2610 paragraph 2 of Statute 89/2012 Coll. the Civil Code as amended (hereinafter „Civil Code“), as well as the right to request throughout the execution of work a reasonable portion of the reward with respect to expended expenses as set forth by section 2611 of the Civil Code.
6. Should provision of services to the Purchaser be the subject-matter of performance, the Seller is obliged to provide such services in accordance with interests of the Purchaser which are known, or must have been known to the Seller. The Seller undertakes to render such services with professional care at a high professional level. The Seller is obliged to inform the Purchaser of all circumstances which he has ascertained during the performance of the subject-matter of the contract, and which may have an influence on the change of instructions of the Purchaser. The Seller is entitled to partially or completely authorize third persons with the performance of the subject-matter of the contract with the Purchaser only in case the Purchaser gives an express approval to it. Should the Seller empower a third party to partially or entirely provide the performance of the contract, he shall compensate the Purchaser for all prejudice incurred to the Purchaser as if though the Seller had inflicted the prejudice himself, regardless of whether or not the third party undertook the fulfill the performance autonomously. The Seller is obliged to compensate all damage incurred to objects which were handed over to him by the Purchaser for the performance of the subject-matter of the contract, save he could not have averted such damage even with the exertion of professional care. Unless otherwise stipulated, the Purchaser shall not be obliged to pay the Seller expenses which were expended by the Seller during the performance of the framework or individual contract, save it undoubtedly follows from their nature that they are not included in the price any more and the Purchaser acknowledged payment of such expenses by writing. The Seller is not entitled for the compensation of such expenses which were not expended expediently and effectively.
7. The Seller shall fulfill his duty to hand over the subject-matter of performance to the Purchaser and it shall be done within the time limit and in the place of performance stipulated according to the order of the Purchaser; should the purchase order lack place of performance, then the place of performance shall be the registered office of the Purchaser. By handing over the subject-matter of performance to the carrier for the transportation, the duty of the Seller to hand over the subject-matter of performance shall not be fulfilled, i.e. the hand-over is not accomplished until hand-over to the Purchaser. Costs connected with transportation to the place of performance, as well as packing charges, shall be paid by the Seller. The Seller is obliged to hand over the subject-matter of performance to the Purchaser in the agreed time limit on working days from 9 am to 5 pm; should the last day of the time limit fall on Saturday, Sunday, a holiday or any other non-business day in the Czech Republic, the Seller shall be obliged to make delivery on the nearest preceding working day. Partial deliveries shall be admissible only with a prior approval of the Purchaser. Should the Seller deliver a larger amount or number of goods (or other type of performance) than stipulated, the contract is concluded as regards this larger amount only in the event that the Purchaser expressly accepts it without reasonable delay upon the delivery. Should he not do so, the contract is not concluded. Therefore, section 2093 of the Civil Code does not apply.
8. Risk of damage incurred to the subject-matter of the performance shall be transferred to the Purchaser upon the hand-over in the stipulated place of performance. This equally applies should the subject-matter of performance be handed-over to a carrier in order to be transported to the Purchaser.
9. The Seller shall be held responsible for the fact that the subject-matter of performance shall not have any legal defects. Unless the Seller provides a longer guarantee, it shall apply that the Seller provides a guarantee for the subject-matter of performance for the period of two years from the date of acceptance, save the time limit of usability according to relevant legal regulations is shorter; then the Seller is obliged to deliver the subject-matter of performance in the way that the time limit of usability at the moment of the transfer of an ownership right to the subject-matter of the performance to the Purchaser is not exhausted from more than 1/3 and provides a warranty corresponding to the time limit of usability. The Seller is obliged to duly instruct the Purchaser in conditions of storage and treatment with goods or work handed over.
10. In case that the Seller or the carrier does not wait until the subject-matter of performance is duly accepted by the Purchaser, and thus it will not be possible to handle a complaint of possible defects immediately, the letter of dispute of the Purchaser as to apparent defects shall be applied.

11. In case of apparent and/or inherent defects within the delivery of goods or a different subject-matter of performance as well as within the guarantee period, the Purchaser is entitled to rights resulting from defective performance as laid out by the Civil Code. Should the Purchaser fail to choose between the three statutory claims within three days following the assertion of a complaint, the Seller is obliged to provide the Purchaser with a reasonable discount from the purchase price by means of a credit note in the amount corresponding to the difference between the value of non-defective subject-matter of performance and the value of defective subject-matter of performance. The Seller is obliged to deliver a credit note to the Purchaser within one week from the assertion of the above stated reasonable discount. If the price was already paid by the Purchaser, the Seller is obliged to return the Purchaser a part of the paid price corresponding to the amount of the applied discount within one week from the assertion of a discount. If the Purchaser requires delivery of a substitute subject-matter of performance, the Seller is obliged to deliver compensation within one week from the assertion of this claim. The Seller shall compensate the Purchaser for all prejudice which shall arise to the Purchaser out of a defective performance.
12. Asserting a complaint shall be understood as a reprehension of the defects of the subject-matter of the performance in writing or by any other admissible method. (see article 3)
13. The Seller shall be held responsible for the fact that the subject-matter of performance fulfils all requirements being laid by legal regulations of the Czech Republic and the European Union. The Seller is obliged to hand instructions for use over to the Purchaser in Czech, and other relevant documents with the handover of the subject-matter of performance at the latest. In case the Seller breaches such a duty or if in documents handed over and submitted to the Purchaser there are mentioned any untrue, misleading or incomplete data, the Seller shall be obliged to compensate the Purchaser to the full extent for damage or harm which shall consequently arise to the Purchaser.
14. If the Seller fails to fulfill any duty given in these GPT or in the framework or individual contract, or if any declaration of the Seller in the framework or individual contract proves to be untrue or misleading, the Purchaser shall be entitled to withdraw from the individual and/or framework contract(s) concluded with the Seller regardless of the fact whether the contract was breached in a substantial or unsubstantial way.
15. In the event that part of the performance has already been provided, withdrawal from the contract shall only apply to the remaining performance. Should the Purchaser not consider the partial performance as meaningful, the Purchaser is entitled to withdraw from the entire performance including the relevant flawless performance. In such a case, the Seller is obliged to deliver the Purchaser a credit note for the price of the whole of returned subject-matter of performance within five days from the withdrawal from the contract at the latest. In case that the price of the returned subject-matter of performance was already paid by the Purchaser, the Seller is obliged to return the paid price to the Purchaser within one week from the withdrawal from the contract. Unless the price is returned, the Purchaser is not obliged to return the subject-matter of performance. After the lapse of the time limit for the return of price, the risk of damage in the returned subject-matter of performance shall pass over to the Seller, and he shall be obliged to pay costs connected with its storage. After repayment of the price, the Seller is obliged to take the subject-matter of performance over within one week in the place designated by the Purchaser. The Seller shall be obliged to acknowledge takeover of the returned subject-matter of performance to the Purchaser. Costs connected with the return of the subject-matter of performance shall be borne by the Seller, and the Seller is obliged to pay costs which shall arise to the Purchaser in connection with the return on the basis of an invoice issued by the Purchaser.
16. All written manifestations of the contracting parties shall be considered as delivered also on the date when the delivering party was informed of the fact that the addressee could not be found at the address of the registered office of the other contracting party registered in the Companies Register, there was no one to accept consignment, or the acceptance of consignment was unlawfully refused.
17. It is necessary to subsequently acknowledge in writing an act made by another admissible method. The day of the act made by another admissible method shall be considered a day when the act has been made by another admissible method, not a day when the other participant was delivered a written confirmation of such an act. Should the confirmation of the conclusion or modification of an individual contract contain any even unsubstantial deviations from the actual content of the contract, the individual agreement will be deemed as entered into pursuant to the conditions of the confirmation provided that the Seller expressly approves the content of the confirmation. The breach of the duty to confirm in written form an act exercised in another admissible manner shall have no effect on the validity and operation of the given act.
18. All disputes based on the payment of a monetary performance of a maximal value of 100.000 CZK excluding accessories arising from or in connection with the framework or individual contracts shall be finally resolved - with the exclusion of the competences of general courts - through arbitration proceedings held by the Arbitration Court attached to the Economic Chamber of the Czech Republic and the Agricultural Chamber of the Czech Republic in Prague, by a single arbitrator appointed in compliance with the Rules of the Arbitration Court. The parties undertake to comply with the duties imposed in the arbitration award, by the deadlines set out therein. All other disputes are to be decided by general courts of the Czech Republic. For this purpose the contracting parties have pursuant to section 89 of Statute n. 99/1963 Coll. The Civil Procedural Code as amended stipulated that the competent court shall be the court within the district of the Seller's place of business.
19. The contracting parties exclude the Purchaser's duty to compensate for prejudice, which was not reasonably foreseeable at the time of the conclusion of the framework or individual contract. The contracting parties equally exclude the Purchaser's duty to compensate the Seller for immaterial prejudice as set forth by section 2971 of the Civil Code. Unless the contracting parties stipulate otherwise, all damage inflicted in relation to the framework or individual contract shall be compensated in monetary form.
20. The contracting parties hereby stipulate a prolongation of the limitation of actions concerning all rights to which the Purchaser is entitled to in result of or in relation to a framework or individual contract and which are subject to limitation, to a total duration of ten years. Limitation periods regarding the exercise of rights resulting from or related to a framework or individual contract in the event of any concluded agreement on extrajudicial negotiations between the Purchaser and the Seller concerning the rights or circumstances which constitute a right, are not interrupted and continue to run or recommence to run regardless of the existence of such an agreement. Section 647 of the Civil Code shall not apply.
21. By entering into an individual contract, the Seller assumes the risk of change in circumstances pursuant to section 1765 paragraph 2. The Seller equally assumes the risk of change in circumstances pursuant to section 2620 paragraph 2 of the Civil Code should the subject-matter of the performance subsist in the execution of work.
22. The Seller is obliged to fulfill towards his creditors all his duties in any way related to the subject-matter of the performance, so that pursuant to section 1106 of the Civil Code the Purchaser shall solely acquire proprietorship of the subject-matter of performance pure of any related duties. Should the Purchaser acquire such a duty, the Seller shall be obliged to fulfill the duty towards the creditor in full extent within 15 days following the delivery of the Purchaser's call to the Seller or arrange otherwise the Purchaser's release from the duty. This shall have no effect on the Seller's duty to compensate the Purchaser for potential prejudice.
23. The contracting parties further stipulate that the Purchaser is entitled to set off any claims including his claims against the Seller from the Seller's claims including claims which may be considered as uncertain or indefinite according to section 1987 paragraph 2 of the Civil Code.
24. The contracting parties exclude the right of the Seller to invoke to his own benefit the register of data regarding legal acts and other legal facts in the electronic system of the Purchaser as set forth by section 562 paragraph 2 of the Civil Code. The contracting parties further exclude the Seller's right to invoke to his benefit the content and date of issue of documents related to legal facts resulting from regular operation of business of the Purchaser as set forth by section 566 paragraph 2 of the Civil Code.
25. Should the performance subsist in the execution of work, the contracting parties exclude the application of section 2595 of the Civil Code, i.e. the

right of the Seller to withdraw from a framework or individual contract should the Purchaser insist on directions or the usage of objects which the Seller deems as inconvenient for the purpose of the execution of the work.

26. Should either of the contracting parties assert against the other party any claim resulting from or related to a framework or individual contract, the contracting parties exclude the creditor's entitlement to the reimbursement of related expenses fixed as lump sum in section 3 of governmental decree n. 351/2013 Coll. as amended.
27. Supplier is obliged to act in best interests of Purchaser which are or should be known to him and to avoid conflict of interest which may be to the detriment of the Purchaser.
28. By accepting orders of Purchaser or by concluding formal agreement with Purchaser hereby the Seller confirms reception and accepts following conditions:  
Vendor code of conduct published at Purchasers website [www.henkel.com](http://www.henkel.com)  
Conditions for data protection published at Purchasers website [www.henkel.com](http://www.henkel.com)
29. All relations between the Seller and the Purchaser established by or related to a framework or individual contract shall be governed by these GPT and the Czech law, especially by the Civil Code.
30. These GPT shall be binding for the Purchaser and the Seller as part of the concluded individual contract for the subject-matter of performance stipulated based on the order of the Purchaser. By approval of the order or fulfillment of the subject-matter of performance, the Seller accepts these GPT. Any modification of these GPT shall be notified to the Purchaser by the Seller through the release at [www.henkel.cz](http://www.henkel.cz), if need be by another admissible method stipulated in the framework contract.
31. These GPT shall be valid from 19 October 2021.

Purchaser:

HENKEL ČR, spol. s r.o.

Seller:

Name:

Function:

