

TERMS OF TRADE

The Terms and Conditions for the Sale of Products (hereinafter collectively referred to as "Agreement") contained herein constitutes the entire agreement between SAFIBRA, s.r.o. (hereinafter collectively referred to as "SAFIBRA") and you (hereinafter referred to as the "Customer"). The Agreement applies to the contractual relations between SAFIBRA and the Customer.

SAFIBRA will not be bound by any terms set out in any order. All orders placed must first be confirmed by SAFIBRA in the form of a notice of acceptance of the order and the acceptance of the conditions contained therein sent to the Customer or the commencement of performance by SAFIBRA. Any proposal to change the terms of the Customer's order by SAFIBRA is considered a new draft contract and therefore does not imply acceptance of the Customer's order. The execution of the contract is also subject to the Customer's explicit consent to these GTC, e.g. in the form of an e-mail message. Acceptance of the delivery of any Product (as defined in these GTC) from SAFIBRA by the Customer shall be deemed to be a confirmation that the Customer has acquainted themselves with these GTC and has consented to them. The current wording of these GTC can be found on the SAFIBRA website (www.safibra.cz) and can be viewed there at any time.

1. Products

"Products" (hereinafter also referred to as "Product" or "Products") shall mean any hardware products, software products (hereinafter also referred to as "Software"), or services (hereinafter also referred to as "Services") mentioned in any offers or quotations from SAFIBRA.

Modifications to the Product that SAFIBRA deems necessary to meet the necessary specifications, security standards, or generally binding legal regulations, to ensure that this Product does not infringe any intellectual property rights or other rights or to otherwise improve the Product, may be made by SAFIBRA at any time without prior notice or consent of the Customer, and such modified Product will be considered fully compliant.

2. Orders

The Customer may place an order for products by issuing a written order that is signed or produced by an authorized representative of the Customer when the parties also consider email communication to be a written form. On the order, the Customer must indicate the specific Products, the quantity ordered, the price including the total purchase price, delivery instructions and conditions, the required delivery dates, billing and delivery addresses, any tax-exempt certificates (if any), and any other special

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instructions. The conditions contained in the Customer's order are not binding on SAFIBRA until they are accepted and approved by SAFIBRA in writing. An order issued by the Customer is binding on the Customer and is considered a proposal to execute a Contract.

The execution of the contract on the basis of which SAFIBRA delivers the ordered Products to the Customer occurs by SAFIBRA accepting, confirming, and agreeing to the issued order, or by SAFIBRA accepting, confirming, and agreeing to changes to the terms of the order placed by the Customer.

SAFIBRA is entitled to accept or not to accept any order received from the Customer. However, if SAFIBRA does not comment on the order received from the Customer, whether or not it accepts it, this does not mean acceptance and approval of the order by SAFIBRA. All delivery dates, offers, drawings, illustrations, measures, weights, and other data on the delivered performance stated by SAFIBRA when confirming the order are approximate and are not binding on SAFIBRA unless they have been separately, and in writing, agreed with the Customer. The silence or inaction of the Customer after receipt of the order confirmation by SAFIBRA is considered to be consent to the execution of the Contract.

3. Prices

The prices of the Products are stated in the SAFIBRA's quotation, they are usually unchanged throughout the term of this Agreement, and their change may only occur by written agreement of both parties. However, the Customer acknowledges that in the event of a substantial change in circumstances that would create a particularly gross disproportion in the rights and obligations of the parties, consisting in the disadvantage of SAFIBRA by a disproportionate increase in the cost of performance, SAFIBRA will have the right to demand from the Customer the resumption of contract negotiations to increase the prices of the Products in accordance with the substantially increased prices of materials, energy, and services.

The agreed prices do not include tax (as defined in this Agreement) as well as all costs associated with the provision of performance or other charges, in particular insurance, brokerage fees, costs associated with the transport of the Products or their special packaging, administrative and customs, and all other similar fees (hereinafter referred to as "Fees"). Any taxes and other charges (hereinafter referred to as "Taxes") incurred as a result of the sale, use, or delivery of the Products, in particular customs duties, value-added tax, and withholding tax, which SAFIBRA would be liable to pay in accordance with generally binding legal regulations to the competent authorities, are the responsibility of the Customer and in the event of SAFIBRA's obligation to pay such Taxes, the Customer will be charged these Taxes in full as a separate item on the invoice.

The prices always include only the prices of the Products described in SAFIBRA's quotation. Any discounts on the prices are always provided by SAFIBRA only in writing.

SAFIBRA's price list usually contains prices in Euro (EUR), unless the price is agreed upon between the parties in another currency. Any changes in prices agreed in a foreign currency or in the exchange of Euro (€) that arise after the execution of the Contract shall be borne by the Customer. Valid prices are those listed in the SAFIBRA's price list during the period of validity of the quotation. If, after the execution of the contract, there is a change in the exchange rate (i.e. the central exchange rate announced by the Czech National Bank) concerning the Euro (EUR) currency by more than +3% compared to the relevant exchange rate on the day of execution of the contract, the Customer is obliged to pay the purchase price in the amount increased so that the amount in the Czech currency corresponds to the change in the relevant exchange rate. The relevant exchange rate announced by the CNB on the day of the cash payment or the day of the payment by bank transfer is decisive for determining the exchange rate ratio.

Unless agreed in writing in advance, the prices of the Products do not include proprietary rights, patent rights, and training. Ownership of the Products (excluding Software and Services) shall pass from SAFIBRA to the Customer only upon payment of the purchase price in full. The risk of damage to the Products passes to the Customer at the moment Products are handed over to the carrier from the SAFIBRA's warehouse (EXW according to INCOTERMS 2010).

SAFIBRA is entitled to charge the Customer cost for the Services provided during standard working hours, that is, from 6:00 a.m. to 8:00 p.m. If at the Customer's request or for any other reason not related to SAFIBRA, these Services are performed outside the standard working hours, SAFIBRA is entitled to demand from the Customer reimbursement of the cost of this work according to the SAFIBRA's price list that will be sent to the Customer, or this price will be stated in the SAFIBRA's quotation to the Customer. SAFIBRA is also entitled to demand from the Customer reimbursement of travel costs, compensation for waiting, and for time lost as a result of non-performance of the Service or delay in its provision due to circumstances outside the SAFIBRA's control. The amount will be again according to the price list or according to the quotation.

4. Place of Performance of the Delivery, Delivery Conditions, and Transport Risks

The dates of the order completion and dispatch of the Products specified or communicated by SAFIBRA to the Customer are only approximate dates and the non-compliance with them will not be considered a breach of the Contract by SAFIBRA. All claims, relating directly to the Products (incomplete or incorrect Products) or incorrectly billed Fees, must be submitted to SAFIBRA within ten (10) days of receipt of the relevant shipment by the Customer. The shipment of the Products is governed by the Ex-Works delivery terms (EXW according to INCOTERMS 2010) – the place of delivery of the Products, specifically the place of the completion of the contract, is the SAFIBRA's warehouse in Říčany in the Czech Republic (the cost of transport and the risk of damage from the place of dispatch passes over to the Customer). SAFIBRA is obliged to properly pack the ordered Products in suitable packaging materials. All other costs, including

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loading, shipping, transport insurance, and customs duties, shall be borne in full by the Customer. The Customer shall be also responsible for all Fees.

If the Customer has agreed to other delivery conditions for the delivery of Products with SAFIBRA according to INCOTERMS 2010, SAFIBRA reserves the right to choose the carrier and means of transport. SAFIBRA shall not be liable for damages incurred or penalties for delay in delivery or failure to notify any delay, and such carrier shall not be deemed to be an agent of SAFIBRA. Partial deliveries are allowed only after the written agreement of both parties.

5. Force Majeure

SAFIBRA is not liable for damage caused to the Customer by a breach of contractual obligations if such breach occurred as a result of an obstacle that occurred independently of SAFIBRA's will and prevents it from fulfilling its obligation, if it cannot be reasonably assumed that SAFIBRA could avert or overcome this obstacle or its consequences, and that it could have anticipated this obstacle at the time of the contractual obligation. SAFIBRA is not liable for damage caused in this way only for as long as such an obstacle persists. For the purposes of this provision, an obstacle means circumstances of force majeure, in particular, but not limited to, natural disaster, flood, fire, weather, earthquake, tornado, epidemic, explosion, war, armed conflict, terrorism, insurrection, embargo, civil unrest or riot, outage or interruption of public and private computer or telecommunications systems, networks and infrastructure, cyber-attacks, sabotage, government decisions, requirements and legal restrictions (including refusal, non-issuance or loss of export or re-export licenses), lack of material, parts or other inputs into production, unavailability or delay of transport, strike or other labor disputes, or other circumstances outside SAFIBRA's control.

6. Products Manufactured to the Customer's Specific Specifications

For products manufactured to the Customer's specific specifications, in the event of termination of the contract or when the specifications are changed, the Customer shall be obliged to keep and pay for the already manufactured and delivered Products and to accept and pay for the Products that are already in the advanced production process and/or their production is planned due to the ordering of the necessary parts for the production process. SAFIBRA may reduce the prices of these Products, including those in progress, by the price of the necessary parts that SAFIBRA has successfully canceled or sold to another customer from its suppliers.



7. Payment Terms

All payment terms not regulated by these GTC are subject to written approval by SAFIBRA. SAFIBRA requires pro forma payment before the goods are delivered to Customers, especially for the first time orders and products manufactured to the Customer's specific specification. For established Customers, SAFIBRA may, at its own discretion, provide a credit and issue the invoice, payable within 30 days of the date of its issue, upon the delivery of the Product, Software, or Service. If the Customer fails to pay an invoice by its due date, SAFIBRA is entitled to charge them the statutory interest on late payment and a contractual penalty of 0.05% per day of the amount owed, and in addition to this contractual penalty, SAFIBRA is also entitled to claim damages in full from the Customer. The Customer has no right to set off any of its claims against SAFIBRA against any claim of SAFIBRA against the Customer. The Customer is obliged to pay all bank and/or other fees associated with making the payment, otherwise, they will be obliged to reimburse SAFIBRA for these on top of the purchase price of the Products.

The Products shall remain SAFIBRA's property until all invoices for all goods delivered and any contractual penalties have been paid in full.

SAFIBRA reserves the right to require the Customer to provide alternative payment means, such as payment by letter of credit, and so on.

8. Warranty and Liability for Defects

Product Warranty

SAFIBRA shall only provide a guarantee to the Customer to whom it has directly sold the Products and with whom SAFIBRA has agreed for this purpose that all such Products, other than Software and Services manufactured and provided by SAFIBRA, are free from defects in materials and workmanship for a period of one (1) year from the date of shipment unless expressly stated otherwise in this Agreement. SAFIBRA does not accept liability under any circumstances for damages caused by the third parties or due to non-compliance with the recommended use of the Products. SAFIBRA also does not accept liability for damage to the Products caused by improper use by the Customer. The Customer is responsible for the integration and parameterization of SAFIBRA's Products.

SAFIBRA always supplies the Customer instruction manuals with the Products and also draws up a handover protocol for the Customer. The Customer is thus always thoroughly acquainted with how to handle the Products and how to use them correctly. The Warranty provided by SAFIBRA therefore definitely does not apply to defects caused (fully or partially) by use contrary to the recommendations in the appropriate user manuals, normal wear and tear, non-compliance with regulations, incorrect assembly and/or installation, use of other than recommended parts, repairs or other

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work by the third parties or the Customer without the prior written consent from SAFIBRA. SAFIBRA will repair Products returned under the SAFIBRA's Warranty or, at its sole discretion, SAFIBRA will provide the Customer with replacement Products for those Products manufactured by SAFIBRA which, after an inspection by SAFIBRA and/or in the sole opinion of SAFIBRA, are deemed to be defective due to the workmanship or materials and which in fact do not work within the Product specifications.

All repaired Products, or Products replaced under warranty, are warranted only for the remaining period of the original warranty (from the date of shipment of the Product to the Customer). The Warranty does not apply to any Products or parts thereof that have been accidentally damaged, disassembled, modified, misused, used in circumstances that exceed their specifications or ratings, neglected, incorrectly installed, or otherwise misused. Some Products or parts thereof require special care and gentle handling. The Warranty also does not apply to cases where damage to the Products was caused by non-compliance with the information and measures contained in the instruction manuals or connecting Products to parts or accessories from manufacturers other than SAFIBRA. The Warranty is also void if the warranty labels have been damaged or removed.

All Products marked as prototypes or Products intended for field trials are not covered by Warranty unless explicitly stated otherwise. The Customer is obliged to submit any claims under the Warranty in writing and no later than thirty (30) days from the discovery of the defect. All claims under this Warranty must be made by the Customer, claims from third parties will not be accepted. SAFIBRA will not assume responsibility for warranty claims notified to SAFIBRA more than thirty (30) days after the defect discovery. During the sales negotiations, SAFIBRA may provide the Customer with a guarantee in writing of subsequent spare parts or assemblies deliveries that are not subject to SAFIBRA's defects liability, for a period of (5) years from the date of delivery of the Products at the SAFIBRA's list prices that is current at the time of their deliveries.

Software Warranty

For software developed by SAFIBRA that is part of any Product, and all related documentation, SAFIBRA does not transfer ownership of the Software (SAFIBRA remains the sole owner of the Software), but only grants the Customer a perpetual, non-exclusive Software license that is limited to its use for the operation of one Product only. Such license is transferable only with the transfer of ownership of the Product of which the Software is a part of. Customer may make backup copies of the Software in the manner permitted by law, but in no event, the Customer shall:

- (a) modify, reproduce, copy, reverse engineer, decompile or disassemble all or any part of the Software;
- (b) distribute, market, publish, rent, or create derivative works from, or sublicense the use of, the Software to any third party; or
- (c) permit, authorize, or facilitate anyone who falls under the Customer's control, or any other third party to take any of the actions listed in (a) or (b).

SAFIBRA warrants that the Software as originally delivered to the Customer will, under normal use, work per the functional description stated in the product specification and/or user manual supplied with the Software for a period of ninety (90) days from the date of shipment of the Product to the Customer. The only obligation of SAFIBRA, and the Customer's only right from liability for defects of the Software supplied by SAFIBRA under this Warranty, shall be SAFIBRA's efforts to remedy the non-compliance of the functioning of the Software with the functional description if the claim is justified. If SAFIBRA is unable to correct the above non-compliance after several attempts, SAFIBRA shall accept the return of the Product containing the non-compliant Software. This warranty does not apply to the failure of the Software resulting from accident, incorrect use, misuse, or modifications.

Services Warranty

SAFIBRA warrants that the Services will be performed professionally according to the standards reasonably expected of the Service. SAFIBRA will repeatedly provide the Service if the Customer notifies SAFIBRA in writing within thirty (30) days immediately after the completion of the relevant Service that the Service has not been provided in accordance with this Agreement. However, SAFIBRA reserves the right to assess whether the Service, which is the subject of the complaint was provided in accordance with this Agreement. The Customer is obliged to make all claims according to the provisions defined in this Agreement, complaints from third parties will not be accepted.

Optional Extended Warranty

In addition to SAFIBRA's standard one (1) year Product Warranty, the Customer may purchase from SAFIBRA one (1) or two (2) years extended warranty (the "Extended Warranty"). However, the Customer may purchase the Extended Warranty only at the same time as the Product to which it relates, that is, only at the time of the original purchase of the Product.

The Extended Warranty will take effect immediately after the standard, one (1) year warranty ends and will either:

- increase the warranty period to 2 years from the date of original purchase; (one (1) year Extended Warranty), or
- increase the warranty period to 3 years from the date of original purchase; (two (2) year Extended Warranty).

The price of the Extended Warranty will be according to the SAFIBRA's price list, which will be sent to the Customer, or will be included in the original SAFIBRA's quotation sent to the Customer.

Claims under the Extended Warranty are governed by the same terms and conditions as the "Product Warranty" described in Section 8 of this Agreement, except for the length of the warranty period.

Any changes and modifications to the above conditions are subject to individual pricing. For detailed information, please contact SAFIBRA.

9. Returns

Before returning the Products to the SAFIBRA's warehouse in Říčany at their own expense for repair or replacement under Warranty, the Customer must first receive a Return Material Authorization Number (RMA) from SAFIBRA. The Customer bears the risk of loss or damage to the Products during such transport and is therefore advised to adequately insure any Products being returned.

Any Product that has been returned to SAFIBRA but has been found in working within the Product specifications and to have no material or workmanship defects, shall be subject to standard SAFIBRA's diagnostic service fees. If any Product is returned without a detailed description of the defects, SAFIBRA will not carry out a diagnostic examination of the Product but will return it to the Customer at their expense. The Warranty cannot be applied to Products that have not been used or switched on within 3 months of the date of delivery of the Products.

10. Limitation of Liability

SAFIBRA is not obliged to resolve any complaints in other ways than those specified in these GTC and therefore does not provide the Customer with guarantees other than those listed herein. SAFIBRA is not liable for any damage caused to the Customer or the third parties by the delivery of defective Products, Software, or Services.

SAFIBRA also rejects all other guarantees, in particular those:

- (a) tradability, fitness for a particular purpose, satisfactory quality resulting from the course of trading, use, or trading practice;
- (b) that the Products will not restrict or infringe any rights, including intellectual property rights, of third parties; or
- (c) that the operation of the Software will be uninterrupted or error free.

This waiver and disclaimer of liability shall apply even if the warranty referred to herein fails in its essential purpose. The only rights from the defective performance that the Customer has against SAFIBRA are set out in these GTC. SAFIBRA shall not be liable to the Customer or any third party for any other special, consequential, incidental, exemplary, or indirect costs or damages, including, without limitation, litigation costs, costs of installation and removal of the Products, costs incurred by loss of data, production costs or loss of profits arising from any cause regardless of legal form whether in a contractual relationship, tort (including negligence), strict liability or otherwise, even if you were warned of the possibility of such costs or damages. For the purposes of this provision, the term SAFIBRA includes all directors, officers, employees, representatives, subcontractors, and suppliers of SAFIBRA.

In no event shall the total collective cumulative liability of SAFIBRA, its employees,

administrative staff, agents, and directors exceed the amount paid by the Customer to SAFIBRA for the Products from which such liability arose during the period of twelve (12) months preceding the date of the last complaint.

11. Protection of Intellectual Property

All rights, title, and interest in all inventions, discoveries, improvements, methods, ideas, the computer or other software and related documentation, other copyrighted works depicted on any tangible medium, designs used or other forms of intellectual property, whether or not subject to legal protection, that arise, are created, developed, written, conceived or used for the first time in practice by SAFIBRA (exclusively, jointly or on its behalf) in the course of work, as arising out of work, or as a result of work carried out on the basis of an order, and all related fees for tools, set up, assembly and preparation, whether invoiced or not, shall be due and shall be the exclusive property of SAFIBRA.

The Customer is not entitled to require SAFIBRA to hand over the source code to the supplied Software, as the subject of purchase is the Software only in the form of binary files. Customer may not reverse engineer, decompile or copy the Products or parts thereof and shall ensure that the third parties do not reverse engineer, decompile or copy the Products. The Customer agrees not to remove, alter, delete, deface or cover any markings on the Products or their packaging.

12. Protection of Personal Data

Personal data is any information that can be used alone or together with other data to uniquely identify any living person (hereinafter referred to as the "Data Subject"), e.g. your name, e-mail addresses, telephone numbers, location data, etc., which relate to you personally.

Please read also the separate Privacy Statement to find out what personal data SAFIBRA collects, processes, and protects.

13. Other Provisions

These GTC set out all the conditions between SAFIBRA and the Customer and supersede all previous conditions for the sale of Products previously agreed upon (orally and/or in writing) between SAFIBRA and the Customer. If SAFIBRA ever waives the rights under any provision of these GTC, this shall not constitute or be construed as a waiver of any rights arising from these GTC also in the future. The Customer may not assign or transfer any rights under these GTC without the prior written consent of SAFIBRA.



14. Governing Law and Jurisdiction

SAFIBRA and the Customer hereby choose Czech law and Czech law as the law applicable to the assessment of all contractual relationships concluded between them at any time and to the assessment of all rights and obligations arising from these obligations. The contracts concluded between them are and will be governed in particular by Act No. 89/2012 Coll., the Civil Code, as amended, and other Czech legal regulations.

SAFIBRA and the Customer have agreed to entrust all disputes relating to all contracts concluded between them at any time and to the legal relationships established by them to the jurisdiction of the ordinary courts of the Czech Republic. The parties negotiate for the settlement of disputes arising from contracts concluded between them pursuant to Section 89a of Act No. 99/1963 Coll., the Code of Civil Procedure, as amended, the territorial jurisdiction of the court of the first instance according to the registered office of SAFIBRA registered in the Commercial Register.

The Customer is obliged to unconditionally maintain the confidentiality of all information that is made available to him in connection with the delivery of Products from SAFIBRA and which can be considered with regard to the circumstances clearly as a business or company secret and which is to be kept confidential, in particular trade secrets related to the production processes and the Products themselves.

All rights, licenses, or obligations under these GTC may not be assigned by the Customer to any other entity or person without the prior written consent of SAFIBRA.

The individual provisions of these GTC are independent of each other. If any provision of these GTC is found to be inadmissible, invalid, or unenforceable under the applicable (i.e. Czech) law, such provision shall not affect the validity or enforceability of their other provisions. The inadmissibility, invalidity, or unenforceability of any provision of these GTC shall not affect the other provisions thereof.

No Party is granted any right or authority to accept or create any liability or obligation, whether express or implied, on behalf of or in name of the other Party, or to bind the other Party to anything in any way.

The translation of these GTC into English is available for information only. In the event of a conflict between the Czech and English versions of this Agreement, the Czech version shall prevail.

In the event of a conflict, the written contract concluded between SAFIBRA and the Customer and the expressly agreed contractual and business terms and conditions specified in the confirmed written order or offer shall prevail over these GTC.



These GTC were last updated on 19.5.2022 and are publicly available on the SAFIBRA corporate website.

