

GENERAL TERMS AND CONDITIONS of Premier Steel Trading a.s.

I. Preamble

1.1. These General Terms and Conditions (hereinafter referred to as "GTC") of Premier Steel Trading a.s., Company ID No. 29390869, registered office at Želkovice 181, 503 03 Hořiněves (hereinafter referred to as "Seller"), form an integral part of the purchase agreement (hereinafter referred to as "Agreement") concluded between the Seller and its Buyers (hereinafter referred to as "Buyer").

1.2. In accordance with § 1751 of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as "Civil Code"), the GTC form an integral part of the above-mentioned Agreement and provide a detailed regulation of mutual rights and obligations between the Seller and the Buyer, even in cases where the parties do not establish a contractual relationship based on the content of the Agreement but rather another contractual relationship, such as under a work contract, or even if the Agreement or another contractual relationship is concluded in any form (i.e., not only in the form of a written contract but also, for example, an accepted order through actual delivery of Goods, oral contract, etc.). In such cases, the GTC shall apply appropriately to such contractual relationships.

II. Goods

2.1. Goods shall mean all physical components, services, and documentation specified in the Agreement.

III. Fulfillment

3.1. The delivery date of Goods agreed in the Agreement is binding for the Seller only if all Buyer's obligations arising from the contractual relationship based on the concluded Agreement are fulfilled.

3.2. Adherence to the delivery time by the Seller depends on the proper and timely cooperation provided by the Buyer. During the period when the Buyer is delayed in providing cooperation, the Seller is not in delay with fulfilling the obligation to deliver Goods. Similarly, the Seller is not in delay with fulfilling the obligation to deliver Goods if the Buyer is in delay with payment of even a part of the purchase price, including other contractual relationships between the Seller and the Buyer. In such cases, the delivery date of Goods is postponed by the period beginning with the Buyer's delay in providing cooperation or payment of the purchase price and ending with the Seller's next available date after the Buyer's delay has ended (hereinafter referred to as "Extended Delivery Period"). In such cases, the Buyer agrees to pay the Seller an amount equal to 10% p.a. of the purchase price for the Extended Delivery Period as an increase in the purchase price, without prejudice to the provisions of Article VIII of the GTC (debt assurance). If the Buyer's delay in providing cooperation or payment of individual parts of the purchase price exceeds ten days, the Seller is entitled to withdraw from the Agreement due to reasons attributable to the Buyer, with all legal consequences, as well as to withdraw from other agreements concluded with the Buyer where mutual fulfillment has not yet occurred.

3.3. The agreed delivery date of Goods is also extended by the number of working days during which performance or preparation for performance by the Seller was interrupted due to force majeure **especially due to the consequences of natural disasters, fires, adverse climatic conditions, epidemics, etc.**

3.4. The delivery of Goods will take place at the Seller's registered office unless otherwise agreed in the Agreement. The Buyer is obliged to confirm the receipt of Goods on the delivery note or another document confirming the receipt of Goods. A person authorized to receive Goods on behalf of the

Buyer is required to prove their identity to the Seller upon receipt of the Goods and to provide the necessary details in the receipt document.

3.5. If the quantity of Goods in the Agreement is stated approximately, unless otherwise agreed, the permissible quantity deviation is 15%.

3.6. The Seller is not responsible for delayed or undelivered Goods due to the fault of its suppliers.

IV. Price of Goods

4.1. The Buyer undertakes to pay the Seller the purchase price agreed in the Agreement. If the purchase price is not agreed upon in the Agreement, the purchase price determined by the Seller shall apply. VAT will be added to the purchase price in accordance with the current legal regulations on value-added tax on the taxable supply date.

4.2. If the purchase price of the Goods was derived from the Seller's budget (offer), the Seller reserves its incompleteness and non-binding nature. The Seller is entitled to invoice the entire purchase price or any part of the purchase price at any time before the delivery of the Goods, and the remaining part after delivery of the Goods or from the date the Buyer did not appear for the receipt of the Goods or unjustifiably refused to accept the Goods. The Buyer is obliged to pay such invoiced purchase price or the balance of the purchase price.

4.3. The purchase price or a part of it is due within 30 days of the issuance of the invoice by the Seller, which invoices the purchase price to the Buyer. The Seller is also entitled to send invoices to the Buyer electronically.

V. Ownership of Goods and Transfer of Risk of Damage to Goods

5.1. The Seller retains ownership of the Goods until full payment of the purchase price. The risk of damage to the Goods passes to the Buyer upon the handover of the Goods. In this context, the handover of Goods also includes handing them over to the carrier, non-delivery of Goods due to reasons on the Buyer's side, or unjustified refusal by the Buyer to accept the Goods.

5.2. The Buyer undertakes to cooperate in the agreed manner during the execution of the subject matter of the contract.

5.3. The Seller is entitled to deliver the Goods before the agreed time.

5.4. The Seller is entitled to notify the Buyer to take delivery of the Goods at least 3 hours before the moment when the Goods are to be handed over or received. Unless otherwise agreed, the Goods will be received at the Seller's business premises.

5.5. If the Goods are not collected by the Buyer no later than seven calendar days after the agreed delivery date, the Seller is entitled to withdraw from the Agreement, unless otherwise agreed.

VI. Seller's Obligations

6.1. The Seller is obligated to deliver the Goods in accordance with the Agreement and hand them over to the Buyer or their carrier within the agreed period. The Buyer agrees to accept the Goods even if they exhibit defects that, by themselves or in combination with others, do not prevent the use of the Goods. These visible defects will be recorded in the handover and acceptance protocol or, if applicable, the delivery note, along with a specified timeline for their correction. A defect is

understood to mean a deviation in the quantity, quality, scope, or parameters of the Goods as defined in the Agreement.

6.2. If changes are made to the Agreement after it has been concluded (particularly in relation to the parameters and properties of the Goods), the delivery period for the Goods is automatically extended by an appropriate amount of time, even if the parties do not agree otherwise regarding the new delivery date in the Agreement.

VII. Responsibility for Defects in the Goods and Damages

7.1. The warranty period may be agreed upon in the Agreement itself. This warranty period does not apply to components for which the manufacturer specifies a shorter warranty period.

7.2. The warranty period begins on the day the Goods are received. If the Buyer unjustifiably refuses to accept the Goods or accepts them later than they could and should have, the warranty period starts from the day the Buyer was supposed to accept the Goods.

7.3. Immediately upon receiving the Goods, the Buyer is required to subject the delivered Goods to a professional inspection. In the case of visible defects, the Buyer must immediately record these on the relevant handover document. Claims for liability for defects must be submitted in writing to the Seller without delay, from the time they could have been detected; otherwise, the right to claim defects expires. The Seller is obligated to remedy duly reported defects within a reasonable period. The Buyer agrees to allow the Seller to remedy the identified defects (in particular, by submitting the Goods at the Seller's premises for defect correction), otherwise, the Seller's obligation to remedy the defect ceases.

7.4. The Seller is not responsible for defects, even in the case of a warranty:

- That were caused by external events after the risk of damage to the Goods passed to the Buyer, which the Seller did not cause,
- That originated from inappropriate use of the Goods,
- Caused by insufficient maintenance,
- If any intervention or unauthorized modification of the Goods was performed by someone other than the Seller,
- If the Goods were further processed or reprocessed (e.g., by blasting, painting, heat treatment, etc.),
- If the original labels of the manufacturer were removed from the Goods.

7.5. The Buyer may only withdraw from the Agreement if the Goods are completely unsuitable for the intended purpose and the defects have not been rectified even after an 8-week period provided for their correction.

7.6. The Seller is liable to the Buyer for damage caused by a breach of contractual terms up to the amount of the agreed purchase price.

VIII. Debt Assurance

8.1. In the event of a delay by the Buyer in paying the purchase price, the Seller is entitled to demand a contractual penalty of 0.08% of the outstanding amount for each day of delay. The payment date is

agreed to be the date the outstanding amount is credited to the Seller's account. In case of a dispute, it is assumed that the tax document (or a pro forma or partial invoice) was delivered within three days from its dispatch, as evidenced by a record in the Seller's outgoing mail log or an excerpt from the Seller's email records.

8.2. In the event of withdrawal from this Agreement by the Seller due to reasons caused by the Buyer (breach of obligation by the Buyer), the Seller is entitled to demand a contractual penalty of 10% of the purchase price for this breach of obligation by the Buyer. This does not affect the Seller's right to compensation for damages.

8.3. In the case of unjustified refusal by the Buyer to accept the Goods, the Seller is entitled to demand a contractual penalty of 5,000 CZK for each day of delay in accepting the Goods. This does not affect the Seller's right to compensation for damages.

IX. Withdrawal from the Agreement by the Seller

9.1. The Seller may withdraw from the Agreement in writing for legal reasons and also if: a) Insolvency proceedings have been initiated in relation to the Buyer, based on a debtor's insolvency petition, a petition from a person connected with the Buyer, or a creditor's petition to which the Buyer, as a debtor, has agreed, or if a decision on the insolvency of the Buyer or other decision with similar legal effects has been issued, or if the Buyer has entered liquidation. The Buyer is obligated to inform the Seller of this fact without delay. b) The Buyer falls into arrears with fulfilling their obligations under the Agreement for more than seven calendar days. If the Buyer's delay concerns only part of their performance, the Seller is entitled to withdraw from the Agreement concerning the part of the performance affected by the delay. c) The Buyer is in arrears with payment of even part of the purchase price.

9.2. Withdrawal from the Agreement does not affect the Seller's rights to contractual penalties and compensation for damages, or the provisions concerning dispute resolution and applicable law.

X. Protection of Trade Secrets

10.1. The contracting parties agree, in accordance with § 1730 of the Civil Code, to maintain confidentiality regarding the confidential information of the other party for five (5) years after the termination of their contractual relationship, except where such information is requested by a court or other authorized body.

10.2. For the purposes of the Agreement, confidential information refers to all types of information, including business information (especially those facts constituting trade secrets under § 504 of the Civil Code), technical information, practical procedures, and all other information obtained before or after the signing of the Agreement during oral negotiations or through other means of communication, except for the information listed in paragraphs a), b), c): a) Information that is known or becomes known to the public in detail, other than by breaching obligations contained in the Agreement. b) Information that the party can disclose because it owned it before it was provided by the other party and can prove this claim. c) Information obtained or to be obtained from a third party not bound by this Agreement and able to substantiate this independently.

10.3. The contracting parties agree to ensure that confidential information is only disclosed to employees who need it for their job duties and that such employees are obligated to maintain confidentiality under paragraph 10.1 of this article.

10.4. The contracting parties agree to ensure that third parties involved in fulfilling the purpose of the Agreement also maintain confidentiality.

10.5. The contracting party must not make copies or reproductions of confidential information beyond the scope of reasonable need.

10.6. If a contracting party breaches the obligations of this article, they are fully liable for all damages caused and must compensate them in full.

XI. Force Majeure

11.1. For the purposes of the Agreement, force majeure includes floods, large-scale fires, natural and environmental disasters, wartime conditions, adverse climatic conditions, strikes (including strikes by own personnel), and pandemics.

XII. Final Provisions

12.1. If the Agreement modifies, limits, or expands the GTC, such modifications in the Agreement take precedence over these terms but continue to be interpreted in their context. The Buyer declares that they have reviewed the GTC prior to signing the Agreement.

12.2. The provisions of these GTC take effect for participants as of the effective date of the Agreement they are part of and are binding on both parties unless otherwise agreed in the Agreement.

12.3. These GTC are an integral part of the Agreement concluded between the Seller and the Buyer.

12.4. In areas not covered by the Agreement or these GTC, contractual and non-contractual relationships between the Seller and Buyer related to the Agreement are governed by Czech law, particularly the Civil Code. All disputes arising from these relationships will be resolved by competent courts in the Czech Republic, with the local jurisdiction determined by the Seller's registered office. The Czech language version of the Agreement is decisive for interpretation.

12.5. The Seller excludes liability for damages to the Buyer that could not have been reasonably foreseen at the time of the conclusion of the Agreement. The Seller also excludes liability for non-material damages under § 2971 of the Civil Code. The Buyer agrees to compensate the Seller for all damages, including non-material damages, they cause, except for damages that could not have been reasonably expected at the time of the conclusion of the Agreement.

12.6. The Buyer's right to benefit from records of data on legal acts and other facts in the Seller's electronic system under § 562 paragraph 2 of the Civil Code is excluded. The Buyer's right to benefit from the content and time of issuance of documents concerning legal facts occurring during the normal operation of the Seller's business under § 566 paragraph 2 of the Civil Code is also excluded.

12.7. Considering that the parties conclude the Agreement as entrepreneurs in their business activities, they declare that the legal relationships exclude the application of provisions on contracts concluded by adhesion as provided in §§ 1799 and 1800 of the Civil Code.

12.8. The Buyer agrees that the Agreement transfers to the Seller's legal successors and that the Seller may assign the Agreement as a whole to third parties. The Seller will inform the Buyer of such assignment. The Buyer consents to such assignment in advance and waives the right to reject such release of the Buyer upon assignment under § 1899 of the Civil Code. The Buyer is prohibited from assigning any claims against the Seller under the Agreement. The Buyer is not entitled to unilaterally

offset any of their claims under the Agreement against the Seller's claims and is not entitled to withhold payment of the purchase price for any reason, even legal.