

## ALS Czech Republic, s.r.o

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### General Terms and Conditions

of ALS Czech Republic, s.r.o., Co. Reg. No.: 274 07 551, Tax ID No.: CZ27407551, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 111197 (hereinafter referred to as the "**Provider**").

#### 1. Introductory provisions, interpretation of some terms

- 1.1. These General Terms and Conditions for Payment (hereinafter referred to as "GTCP") are trading conditions within the meaning of Sec. 1751 of Act No. 89/2012 Coll., Civil Code from the Czech Republic, as amended (hereinafter referred to as the "Civil Code"). The Provider shall mean, for the purposes of these GTCP, in connection with the provision of Services, as defined in Para. 1.3 below, the Provider, although the latter is designated in the relevant obligatory contractual relationship as a "*contractor*", "*supplier*", etc. Unless expressly agreed otherwise, these GTCP in particular relate to all orders made by the Purchaser as well as the contractual relations between the Purchaser and the Provider concerning the provision of Services, as well as any relations established therefrom.
- 1.2. The Provider is a company providing high-skilled services consisting in the implementation of chemical and physical- chemical and microbiological analyses and further related activities (hereinafter jointly and individually referred to as the "**Services**"), in particular in accordance with accreditation from the Czech Institute for Accreditation, o.p.s.) in accordance with ČSN EN ISO/IEC 17025.
- 1.3. The Purchaser is the entity to which the Provider supplies services and this is also understood to be the party designated in the relevant obligatory contractual relationship with the Provider, order or other like document relating to the provision of Services as the "*principal*", "*recipient*" etc. (The Purchaser jointly with the Provider hereinafter also referred to as the "**Contracting Parties**").
- 1.4. The subject matter of the contractual relationship to which these GTCP relate is the obligation of the Provider to provide the Purchaser with regular and timely Services and the obligation of the Purchaser to make good the agreed price to the Provider.

#### 2. Contract

- 2.1. The Contract shall mean the obligatory contractual relationship between the Provider and the Purchaser (hereinafter referred to as the "Contract"), which is established by:
  - a) the entering into (signing of the last of the Contracting Parties) a written Contract between the Provider and the Purchaser;
  - b) written confirmation of an offer of the Provider without reservations on the part of the Purchaser, the inherent part of which are the GTCP;
  - c) confirmation of an order of the Purchaser and its delivery to the Purchaser in person or to the registered address of the Purchaser or its sending to the contact fax or email address (email) of the Purchaser as stated in the order, but only under the precondition that the Purchaser completed the registration form for registration in the internal system of the Provider if such is necessary, and at the same time it became familiar and agreed to the GTCP which were provided to the latter for these purposes;
  - d) transmission of a model order for Services of the Provider by the Purchaser; and
  - e) procedure in accordance with Para. 4.3 below
- 2.2. The Contract represents complete agreement of the Contracting Parties and replaces any previous arrangements in respect of the subject matter of implementation.
- 2.3. If no written contract is entered into by the Contracting Parties, Purchasers make orders of Services by means of the model order, published on the website of the Provider <https://www.alsglobal.eu/company/forms-and-documents-to-download>.
- 2.4. In the event that the Purchaser makes an order or proposal to enter into a Contract otherwise than through the model order published on the internet website of the Provider or the model of General Contract for Work, the Provider reserves the right to accept the order and provide the Services subject to a condition of an express written



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acceptance of the Purchaser of the terms and conditions contained herein. By acceptance of the GTCP the Purchaser agrees that the GTCP form an integral part of the Contract, inclusive of any contractual relationship established by the Contracting Parties outwith the standard documents of the Provider.

- 2.5. The content of the Contract is not bound and is not provided by any general or other terms and conditions of the Purchaser or any third party and such terms and conditions of the Purchaser or any third party do not in any way affect the contractual relationship (Contract) between the Contracting Parties and the application of provisions of the Contract and these GTCP always takes precedence over any terms and conditions of the Purchaser or any third party.

### **3. Subject Matter of Implementation**

- 3.1. The subject matter of implementation of the Contract is the provision of closer-specified Services by the Provider to the Purchaser and the payment of an agreed price for such provision of Services.
- 3.2. Particular specifications and range of Services shall be given by a relevant Contract.

### **4. Order (draft Contract) and registration of the Purchaser in the internal system**

- 4.1. In order to issue an order for Services offered by the Provider, the Purchaser shall use an order form, available on the website of the Provider <https://www.alsglobal.eu/company/forms-and-documents-to-download>.
- 4.2. The Purchaser is obliged with each order to clearly define and specify the desired subject matter of implementation and to state in the order always in the minimum the following items:
- a) Designation of the Purchaser by stating its business name, registered address and Company ID No., (in respect of private entities names and surnames, place of residence/place of business activities, date of birth/Company ID No.),
  - b) designation, specification and quantity of the supplied sample,
  - c) all known or presumed hazardous properties of the sample,
  - d) the type, specification and scope of Services required,
  - e) the expected date of provision of the Services,
  - f) the agreed price or the number of the price offer if received by the Purchaser
  - g) contact address, e-mail or fax for confirmation of the order or the sending of an offer and
  - h) first name, surname and contact details of the person authorised to act on behalf of the Purchaser.
- 4.3. The Purchaser is entitled to make inquiries about provision of a Service also by telephone, in person, in writing or any other form in respect of which it is obliged to disclose to the Provider information in the minimum extent in accordance with the preceding paragraph of the GTCP. In such a case the Provider shall first summarise the order for the Purchaser via email with an indication of price for the Service ordered or it shall send to the Purchaser a draft of a General Contract for Work, while notifying the Purchaser of validity of these GTCP. By written acceptance of an email on the part of the Purchaser the latter explicitly agrees to the GTCP and entering into a Contract becomes effective.
- 4.4. As a condition for granting of the services, the Purchaser is entitled to request completion of the registration form from the Provider for the purpose of acceptance and record of samples. The Provider shall inform the Purchaser of this fact.
- 4.5. Unless the Purchaser in advance expressly identifies in writing the persons entitled to represent/act on its behalf in matters related to the ordering and provision of services (inclusive of persons authorised to certify the provision of services and accept items and documents in this context) the associated risks are to be borne always by the Purchaser. In case of any doubt, it shall always be deemed that the person who made an order in the name of the



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Purchaser, provided synergy, supporting documents and/or information, accepted the subject matter of the Contract, confirmed the provision of Services, etc. was a person fully authorised to do so.

- 4.6. An order of the Purchaser is not binding on the Provider until the Provider confirms it in writing (accepts the order). The Provider shall not be obliged to accept an order of the Purchaser.
- 4.7. If the Provider accepts an order conditionally, this is deemed to represent a counterproposal; its confirmation on the part of the Purchaser and its delivery to the Provider establishes a Contract.
- 4.8. Any individual and/or specific conditions or requirements of the Purchaser on the provision of Services shall be stated within the order.
- 4.9. The Purchaser is obliged to state in the Contract, or in writing notify the Provider of its email address for the purposes of communication with the Provider and for the purpose of any electronic invoicing or other outputs. If it fails to do so, the Provider shall be entitled to communicate with the Purchaser and send to the latter invoices and/or other outputs via e-mail addresses, published by the Purchaser on its website, etc. Any notifications, submission and/or outputs of the Provider, sent to such addresses shall be considered as having been duly made.

## 5. Delivery periods

- 5.1. If the Contract, order or another similar document provides otherwise, standard delivery time (time within which analysis may be performed with the report of results, in a case where there are no unexpected complications) is 7-10 working days from receipt of a sample, accompanied by a transfer protocol, by the laboratory. If the transfer protocol (order) is not delivered to the laboratory together with a sample (or in advance), there may be a delay or failure to process such an order. Samples delivered to the laboratory after 16 hours are processed during the following day. The delivery period of performance of an analysis and reporting may be extended due to a technological period of an analysis.
- 5.2. Unless the Contract provides otherwise, the Contracting Parties agreed on further terms of fulfilment of delivery periods:
  - a) Ongoing validated results of set parameters contained in the order may be viewed via a web-based application. Only after complete completion and validation of all parameters of the order is the completed order reported.
  - b) If it is required that the results of microbiological analyses are reported immediately after completion by means of an official result protocol and at the same time the order requires further chemical, physical or radiological parameters, it is necessary to separate the requirements for the determination of microbiological parameters into a separate contract. In this case it is necessary to state such requirements on a separate transfer protocol. The delivery period of results of orders with a requirement of setting of microbiological analyses is determined by a parameter with the longest technological due date.
  - c) Together with the samples the laboratory must receive the transfer protocol (also in electronic form by e-mail). Unless it is done so, there may be a delay or failure to process the contract.

## 6. Rights and Obligations of the Purchaser

- 6.1. The Purchaser is obliged to transfer to the Provider samples of the material for the performance of the Service in sufficient quantities and if necessary, at a request of the Provider, to supply additional samples or to submit the necessary explanations without undue delay.
- 6.2. In the event that the transmitted samples contain, or may contain, substances of hazardous properties, the Purchaser shall be obliged to state such facts in advance in the order.
- 6.3. Substances which have hazardous properties (hereinafter referred to as "SHP") are mainly explosive substances, substances liable to spontaneous combustion, substances which in contact with water emit flammable gases, organic peroxides, poisons, infectious substances, narcotic drugs and psychotropic substances, substances capable of emitting poisonous gases and radioactive substances.



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- 6.4. In the event that the Purchaser in writing, in advance, fails to notify the Provider on hazardous properties of the posted or transmitted samples, the Purchaser shall bear full responsibility for damage to property and health caused by such procedure.
- 6.5. In the event, that the Purchaser fails to notify on a possible presence of SHP in the sample, the Provider shall be entitled to carry out any appropriate tests to ensure that the sample does not contain SHP if the nature of the samples indicates a possibility of presence of SHP. If a validation test confirms the presence of SHP in the sample without the Purchaser providing an advance notification, the Purchaser shall be required to reimburse the Provider for any efficiently incurred costs of the test.
- 6.6. The Purchaser undertakes to provide all the necessary information, instructions and/or specification of requirements in order to carry out the Service in such a way so as to enable the Provider to carry out the Service effectively. If the Purchaser fails to deliver the information, instructions and/or specifications or such are delivered, but ambiguous, then the Provider shall be entitled to carry out the Service as corresponds to a usual way of its performance and in accordance with usual practice.
- 6.7. The Purchaser shall undertake to enable entry of the staff of the Provider to the grounds and buildings of the Purchaser in the event that such is necessary for the performance of the Service. Furthermore, the Purchaser undertakes that the grounds, buildings and premises in the property or lease of the Purchaser meet the requirements for protection of health and safety.
- 6.8. The Purchaser agrees that the Provider may where necessary carry out some of the Services using its subcontractors. The Provider is responsible in respect of the Purchaser for such a Service rendered as if such a Service was carried out by the Provider in the quality required by the Purchaser. In the event that it is not agreed otherwise, the Purchaser carries any risks and costs associated with transportation of samples to a place designated by the Provider. If for transportation of a sample the Purchaser uses services of a third party, e.g. a transport company; even in the event that this service is negotiated by the Provider, the Purchaser undertakes to meet the conditions of transportation as defined by a third party. Furthermore, the Purchaser undertakes to pack the samples, or otherwise secure them according to the procedure of the Provider, if such a procedure exists, and for the purposes of transportation forward to the third party any important instructions which may have an impact on the quality or characteristics of the sample due to incorrect transportation and handling.
- 6.9. The Purchaser is aware that in the carrying out of Services the samples or their parts may be changed, damaged or destroyed. The Provider shall not be responsible in respect of the Purchaser or any third party as concerns samples which will thus be changed, damaged or destroyed.
- 6.10. The Purchaser is obliged to maintain confidentiality of information on the terms and conditions, on technological and technical procedures, conditions for the carrying out of tests and other procedures which are developed and used by the Provider and which the Purchaser received within the framework of implementation of the Service. This shall not apply to the results of the tests, reports and evaluation which the latter received within the framework of implementation of the Service.
- 6.11. The Purchaser grants its consent in respect of the fact that its business name could be used in the list of references of the Provider.
- 6.12. The Purchaser may terminate the obligatory relationship in the event of a serious infringement of contractual obligations of the Provider, where a breach of such obligations is not remedied by the Provider within 30 days of a written request of the Purchaser requesting such a remedy.

## **7. Confidential Information**

- 7.1. Confidential Information means all information concerning the Provider, its business, activities, products, processes, Purchasers or suppliers that is or could reasonably be considered confidential by the Provider, including all technical data, formulas, specifications, diagrams, plans, drawings, sketches, , proposals, business plans and reports, business methods and systems, business records, product information, unpublished financial



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statements and financial reports, rebate and delivery agreements, but excluding any information (i) that has become or will become generally known or available other than as a result of a breach of obligations arising from this Agreement, (ii) which were legitimately known to the Purchaser prior to provision by the Provider, (iii) which come from the Purchaser without using any information provided by the Provider, (iv) which the Purchaser publishes by written or e-mail consent of the Provider, or (v) which the Purchaser is obliged to publish on the basis of law or final decision of a court or other authorized state administration body. However it shall, to the extent legally permissible, provide the Provider with prompt written notice of any such request or requirement so that the Provider may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this GTCP. In any event, Purchaser will furnish only that portion of the Confidential Information that is legally required and will exercise reasonable efforts to obtain reasonable assurances that confidential treatment will accord the furnished Confidential Information. The reference to the Provider in this definition includes a reference to any Related Persons of the current or future Provider.

- 7.2. The Purchaser is obliged to maintain Confidential Information on business conditions, technological and technical procedures, conditions for performing tests and other procedures that are developed and used by the Provider and that it has received as part of the performance of the Service. This does not apply to test results, reports and evaluations received in the course of performing the Service.
- 7.3. The Purchaser agrees never to use for the duration or after the termination of the Agreement, nor attempt to use or allow a third party to use or attempt to use any Confidential Information for its own gain or benefit or in any other way that may cause or is intended to cause damage or non-pecuniary damage to the Provider or the current or future Related Person of the Provider.
- 7.4. The Purchaser shall take or ensure that such precautionary measures as may be necessary are taken to ensure that the Confidential Information remains confidential and to prevent its disclosure by any person for the duration and after the termination of the Contract.
- 7.5. For the avoidance of doubt, the Purchaser is informed and agrees that the Provider may make this Agreement and any documents or information obtained from the Purchaser, including Confidential Information, available to its Related Persons.
- 7.6. Any records, findings, results, data, statements, certificates issued by the Provider (hereinafter referred to as "Outputs") are issued on the basis of testing of samples or materials, information or documents provided by or on behalf of the Purchaser. The Purchaser shall indemnify for any damage or non-property damage incurred by the Provider, its executives, employees, agents and suppliers as a result of any claims related to any Output arising from unclear, erroneous, incomplete, misleading or untrue information provided to or as provided by the Provider. incorrect or defective materials or samples.
- 7.7. The Purchaser agrees that the Provider, within the scope of providing the Services, performs exclusively the determination and report of the measured result, unless otherwise agreed in writing in mutual Agreement. The Provider is therefore not obliged and has the right not to provide any services consisting in the automatic evaluation and comparison of measured results with applicable legislation or with previously measured results.
- 7.8. The Purchaser acknowledges that the accreditation of the Provider's laboratory, or any of its test reports, does not in itself grant it product approval by the organization issuing this accreditation or by any other body.

## **8. Rights and Obligations of the Provider**

- 8.1. The Provider has the right to refuse provision of a Service in the case of an incorrect designation of the sample, which prevents its unambiguous identification or in the case of an apparently impaired sample. The Provider shall



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not carry out analysis, if the sample is not supplied. Furthermore, the Provider may refuse to carry out analysis in the case of:

- a) incorrectly carried out sampling,
  - b) failure to observe conditions of transportation or storage of a sample (degradation of a sample),
  - c) insufficient quantity of sample material.
- 8.2. The provider may suspend fulfilment of its obligations from its contractual relationship with the Purchaser, or unilaterally to terminate the contractual relationship provided that it delivers a written notification to the Purchaser, if:
- a) The Purchaser is in arrears with the payment of its obligations in respect of the Provider,
  - b) The Purchaser substantially breached its obligations and remedy of such breach fails to be implemented within 30 days after a written notice of the Provider or
  - c) the Purchaser is served a written notice with a 30-day deadline expressing an intention of the Provider to terminate the contractual relationship, even without providing any reason for such.
- 8.3. Unless otherwise agreed, samples are archived for a period determined by the Provider as follows: liquid samples (water, sewage, etc.) for 20 days, solid samples (earths) for 45 days, food (except such which is subject to fast deterioration) and samples which are subject to analyses in the regime of good manufacturing practice (pharmaceuticals, raw materials and semi-products for the manufacture of pharmaceuticals, etc.) for 21 days. After expiry of the archiving period the samples are disposed of at cost of the Provider. Samples which were not used for the provision of the Service shall be stored or disposed of at expense of the Purchaser, unless otherwise agreed by the Contracting Parties. If a sample is of a specific category (e.g. narcotic drugs and psychotropic substances) or specific properties (specific waste), the Provider reserves the right to send these samples at cost of the Purchaser back to the Purchaser.

## 9. Prices and Terms of Payment

- 9.1. Prices for performance of a service are set out in the price list of the Provider, provided to the Purchaser prior entering into a Contract and applicable on the date of dispatch of an order form by the Purchaser or any other similar communication of requirement of the Purchaser for the provision of a Service. These prices are stated in the price list of the Provider exclusive of VAT, which shall be charged by the Provider in accordance with valid legislation in force.
- 9.2. The Price of Services carried out shall be charged by the Provider by means of a duly made tax document. Due date of an invoice is 14 days from the date of issuance of an invoice. Unless the Contracting Parties otherwise agree, the Provider shall be entitled to issue a tax document on the day of due provision (termination) of all Services agreed by the Contract at the earliest. The Provider shall be entitled prior to provision of a Service to require the Purchaser to make good an advance payment for the provision of Services.
- 9.3. The Provider reserves the right to increase the price for the Services rendered in the event that (i) properties are determined in respect of the samples that would in the implementation of the Service require additional expenses and where these properties were not known to the Provider at the time of transmission of the sample (ii) in the course of implementation of the Service legislation enters into force which would impose additional expenses on the Service carried out.
- 9.4. In the event that the Service has to be interrupted or cannot be completed for reasons beyond the control of the Provider, the Provider shall be entitled to require from the Purchaser the payment of a part of an already performed (provided) Service.
- 9.5. In the event of delay of the Purchaser with the payment of the price of the Service, the Provider shall be entitled to require, from the first day of delay of the Purchaser, the payment of interest on arrears of 0.2% of the due amount for each day of delay. The arrangement on contractual penalty leaves without prejudice the entitlement to



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compensation for material and non-material damage caused to the Provider.

- 9.6. If the Purchaser does not apply a claim in respect of the Provider in a due and timely manner due to defects or if such claim fails to be recognised by the Provider as being legitimate, it is the obligation of the Purchaser to meet the price of the Services within the scope of the entire price of the Service charged.
- 9.7. If the Purchaser enters into administrative proceedings, or if insolvency proceedings are initiated in respect of the Purchaser or if the Provider has reasonable doubts concerning ability of the Purchaser to meet its obligations under the Contract, the Provider shall be entitled (i) to refuse to provide the Services, (ii) in case of all other Services to require a payment in advance (advance payment) or payment in cash, (iii) to require a collateral in respect of its claims against the Purchaser in connection with the provision of Services and/or (iv) to pause/discontinue the provision of Services, (v) to withdraw from the Contract.

## 10. Quality, guarantees, liability for defects and damage

- 10.1. The Provider declares that the Services performed on its part are carried out with the utmost care under the conditions achievable by the methods and technologies available and by instrument and machinery equipment that respects the current state of scientific and technical progress.
- 10.2. The Provider shall not be liable for defects caused by shortcomings in the supporting documents and/or the information transmitted by the Purchaser or in the case where a sample was not taken by a member of staff of the Provider, where a sample was not supplied in sufficient quantities stated in the offer or the samples were incorrectly labelled, or where the samples were impaired before transmission to the Provider.
- 10.3. Any defects in the implementation shall be notified by the Purchaser immediately after any such are determined and notified in writing to the Provider. Any rights ensuing from liability for defects shall be claimed from the Provider in writing without undue delay after such a defect has been detected. The provisions on liability for defective work shall apply *mutatis mutandis*.
- 10.4. Costs associated with justified complaints shall be borne by the Provider, any costs associated with a complaint which has not been legitimate shall be borne by the Purchaser.
- 10.5. In the case of recognition of a claim of defectively provided Services, the Provider upon agreement with the Purchaser:
  - a) ensures elimination of such defects within a reasonable time limit,
  - b) performs supplementary, i.e. substitutive performance (Services) under the original terms,
  - c) provides a discount on the price of the Service rendered.
- 10.6. In the event that the Purchaser requires from the Provider the provision of a Test Report or any other document relating to a third party, the Provider shall not be bound by obligations and liability with regard to such third party. No third party can apply any claims against the Provider and/or its subcontractors resulting from data in the Test Report or another related document.
- 10.7. Without a written consent of the laboratory the Test Report must not be reproduced in any manner other than in its entirety.
- 10.8. In the event of demonstrable material injury on the part of the Purchaser for a reason solely on the part of the Provider, the latter is obliged to make good to the Purchaser material damage which it incurred in connection with the provision of the Service, but in the maximum amount of the price negotiated for the provision of the subject matter Service. Non-material injury shall not be replaced.

## 11. Delivery

- 11.1. A document shall be deemed to have been delivered by the moment of the other Contracting Party accepting the document or as soon as such was returned to the sender Contracting Party as undeliverable or where the



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Contracting Party by its conduct or omission hindered delivery of the document. The effects of delivery also take place even if the Contracting Party rejects acceptance of the document.

- 11.2. Each of the Contracting Parties shall without undue delay notify the other Contracting Party of a change in its registered office or address for the sending of correspondence stated in the Contract.

## 12. Force Majeure

- 12.1. The Contracting Parties shall be entitled to suspend implementation of their obligations under the Contract for a period where there are circumstances excluding liability (hereinafter referred to as "Force Majeure"). Cases of Force Majeure, shall be considered in particular: a strike, epidemics, fire, natural disaster, mobilisation, war, insurrection, embargo, ban on transfer of foreign currency, administrative restrictions not caused by the Contracting Party (e.g. withdrawal of a licence or a certificate), terrorist attack, etc.
- 12.2. Force majeure excludes entitlement to apply sanctions against the Contracting Party affected by Force Majeure.
- 12.3. The Contracting Party claiming being affected by Force Majeure shall immediately notify in writing the other Contracting Party and adopt all possible measures to mitigate any effects of non-compliance with the obligations under the Contract.
- 12.4. In the case of duration of Force Majeure for a period longer than 45 days, both Contracting Parties shall be entitled to withdraw from the Contract.

## 13. Applicable Law, Settlement of Dispute

- 13.1. The Contract, as well as any relationship established by an order or by acceptance of an offer of the Provider shall be governed by and interpreted in accordance with law of the Czech Republic, in particular the Civil Code. Commercial practices do not take precedence over provisions of any law, not even over provisions of a law which does not have enforcement effects.
- 13.2. The Contracting Parties declare in agreement that they shall resolve any disputes primarily by conciliation. If conciliation cannot be achieved, then the competent court to resolve disputes, including questions of validity, interpretation, implementation or termination of rights arising out of the Contract shall be a substantively and locally competent Czech court, in accordance with the registered address of the Provider, unless legislation provides exclusive competence.

## 14. Final Provisions

- 14.1. The Contracting Parties shall be entitled to terminate the Contract:
- by a written agreement of both Contracting Parties;
  - Notice of withdrawal of one of the Contracting Parties without giving any reasons; the period of notice shall be of two months commencing on the first day of the calendar month following the month in which the written notice is delivered to the other Contracting Party;
  - immediate withdrawal of any Contracting Party in cases of a material breach of the provisions stated in the GTCP. Furthermore, the Provider shall be entitled withdraw from the Contract on legal grounds.
  - The Contracting Parties agreed to exclude application of Sec. 1978, Para 2, of the Civil Code from the Czech Republic, which stipulates that futile expiry of an additional period for implementation of a remedy shall result in withdrawal from this Contract without further ado.
- 14.2. Each Contracting Party shall be further entitled to withdraw from the Contract by means of sending of a written



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notice, with effect from the date of delivery of a notice of withdrawal to the other Contracting Party in the event that:

- a) a decision is adopted on a compulsory or voluntary cancellation of the other Contracting party (except in cases of mergers or acquisitions);
  - b) The other Contracting Party itself lodged an insolvency motion as a debtor within the meaning of Sec. 98 of Act No. 182/2006 Coll., on bankruptcy and ways of its resolution (insolvency Act), as amended ("Insolvency Act") or according to regulations valid in the country in which Purchaser is registered as a business entity (in the Commercial Register or other business register);
  - c) the insolvency court or similar authorized body decides on an insolvency motion lodged in respect of the other Contracting Party within 3 months of initiation of insolvency proceedings;
  - d) insolvency court issues a decision on bankruptcy to the other Contracting Party within the meaning of Sec. 136 of the Insolvency Act; or according to regulations valid in the country in which Purchaser is registered as a business entity (in the Commercial Register or other business register);
  - e) the insolvency court declares bankruptcy on property of the other Contracting Party.
- 14.3. Intellectual property rights resulting from the Services provided by the Provider to the Purchaser on the basis of contractual arrangements, remain within exclusive ownership of the Provider. The Purchaser is obliged to abstain from any conduct which could impair intellectual property rights of the Provider.
- 14.4. The Purchaser assumes the risk of a change in circumstances within the meaning of sec. 1765 of the Civil Code. The Contracting Parties expressly exclude in respect of the contractual relationship established between the Contracting Parties the application of provisions governing references to trading terms and conditions in contracts entered into by means of a collateral (adhesion) contract and clauses in such contracts contained in Sec. 1799 and Sec. 1800 of the Civil Code.
- 14.5. The Contract may be amended or revoked only by agreement of the Contracting Parties in written form.
- 14.6. Any different arrangements in the Contract shall take precedence over the wording of these GTCP.
- 14.7. These GTCP govern all contractual arrangements between the Provider and the Purchaser, unless specifically agreed otherwise in writing.
- 14.8. If any provision of this Contract or these GTCP becomes putative, invalid or unenforceable, this shall not affect the validity and enforceability of the remaining provisions of this Contract or the GTCP. The Contracting Parties undertake to replace such a putative, invalid or unenforceable provision by a new provision, the text of which shall correspond to the intention expressed in the original provision and this Contract or the GTCP as a whole.
- 14.9. These GTCP shall be valid and effective as of 15. June 2021 and shall cease to be effective by entry into force of any new trading terms and conditions with a later date of issue. The Provider shall be entitled within reasonable limits unilaterally to change or supplement the wording of these GTCP unless a reasonable need of their subsequent change becomes apparent. The Provider shall notify the Purchaser of the effective date of any new trading terms and conditions, and in good time before the date of their effectiveness, but 14 days in advance in the minimum, to post to the Purchaser such new trade terms and conditions. If the Purchaser at the latest on the date of the envisaged entry into force of the new trading terms and conditions does not express its disagreement with these new terms and conditions by means of a written notice, it shall be deemed that the latter grants its consent to the new trading conditions and that these are binding on its part from the date of their becoming effective. If the Purchaser does not agree to the new trading terms and conditions, the Purchaser shall be entitled to terminate the contract (if entered into) or a contractual relationship governed by these GTCP, and do so on the basis of delivery of the above failure to agree within a three-month (3) period of notice which shall run from the date of receipt of the failure to agree to the Provider. This provision shall leave without prejudice the rights and obligations arisen prior to effectiveness of the new trading terms and conditions.

## 15. Potentially surprising arrangements within the GTCP



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15.1. The Purchaser hereby confirms that it is familiar with the following important and potentially "surprising" arrangements, contained within these GTCP, that it understands all of these arrangements and explicitly accepts these arrangements:

- a) the option of the Provider to refuse an order and not accept an order (paragraph 4.6 and 9.7);
- b) an option to carry out a validation test to confirm the presence of SHP in the sample and the obligation to recompense the Provider in respect of any efficiently expended costs of a test (paragraph 6.5);
- c) the obligation to maintain Confidential Information on business conditions, technological and technical procedures, test conditions and other procedures that are developed and used by the Provider and received within the scope of the Service (paragraph 7.2),
- d) agrees that the Provider may make this Contract and any documents or information obtained from the Purchaser, including Confidential Information, available to its Related Persons (paragraph 7.5),
- e) an option to refuse performance of a Service, even partially (paragraph 8.1);
- f) negotiation of a contractual interest on arrears (paragraph 9.5);
- g) limitation of compensation of material injury (paragraph 10.8);
- h) option of termination of a Contract by written notice of withdrawal without provision of any reason with a two-month notice period (paragraph 13.1);
- i) acceptance of a risk of change in circumstances within the meaning of Sec. 1765 of the Civil Code and exclusion of application of the amendment contained within Sec. 1799 and Sec. 1800 governing references to trading terms and conditions in contracts entered into by means of a collateral (adhesion) contract and clauses in such contracts (paragraph 14.4); and
- j) the option unilaterally to amend the GTCP (paragraph 14.9).

In Prague on the day of 15. June 2021.