

General purchasing business terms and conditions

The present general business terms and conditions are the business terms and conditions in

the sense of § 1751 of Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to

as "OZ"). Differing provisions in a purchase contract shall take precedence over the provisions of these business terms and conditions. The purchase contract shall be governed

by § 2079 et seq. of the OZ.

1. Purchase price

The Parties to the Contract have agreed on prices for each item of the subject of purchase

(hereinafter also referred to as "Item" or "Product") according to the purchase contract,

wherein the price includes transport fees to the buyer and other related costs (e.g., packaging,

recycling fees).

2. The place of performance

Unless agreed otherwise in the purchase price, the place of performance is the registered

office of Povrly Copper Industries a.s.

Incoterms 2020 DDP delivery conditions Mírová 63, Povly, apply.

The Supplier is obliged to undergo an introductory training on occupational safety and health (OSH) and fire protection (FP) when entering the Customer's premises.

Furthermore, the Supplier undertakes to ensure that both it and its employees, subcontractors, or other persons it employs comply with all generally applicable legal regulations and other regulations in the field of OSH, FP, and environmental protection, as well as the Customer's internal regulations. The Supplier and persons authorized by it are required to act in such a way that their activities do not endanger the safety or health of individuals and that they protect the Customer's property. 2. In the event of a breach of the obligations specified in paragraph 1, the Supplier undertakes to pay the Customer a contractual penalty of CZK 10,000 for each individual case of breach. This agreement does not affect the Customer's right to full compensation for damages.

3. Packaging, labelling

The Seller shall pack the subject of the purchase and make it ready for transport in a usual

way. Should a dangerous chemical substance or mixture be involved, the Seller shall respect

the labelling and packaging of the item for transport in accordance with Regulation (EC) No

1272/2008 of the European Parliament and of the Council (CLP), as amended.

4. Documents

a) The Seller shall provide all documents with the subject of the purchase needed for acceptance and proper use corresponding to its nature and purpose.

b) The Seller shall provide a safety data sheet for a dangerous chemical substance or mixture drawn up in accordance with Regulation (EC) No 1907/2006 of the European Parliament and of the Council (REACH), as amended. Attached to the safety data sheet for the dangerous substance is an exposure scenario for the end use.

c) The Seller shall provide information on articles containing a substance on the Candidate

List of Substances of Very High Concern in a concentration greater than 0,1% by weight.

The information shall contain at least the name of the substance (REACH Regulation, Article 33). The candidate list is available on the European Chemicals Agency (ECHA) website.

d) In the event that the subject of purchase is to meet the requirements of Act No. 22/1997

Coll., as amended, the Seller declares that the object of purchase meets these requirements. If required by a governmental regulation, either issued or attached to the product shall be EC declaration on conformity or similar document within the deadline of the delivery.

e) The Seller shall indicate in the accompanying documentation of the product, on the

packaging, in the instructions for use or in another appropriate form information on how to

use or dispose of the unused parts of the products (Article 10(3) of Act No 185/2001 Coll.,

as amended).

5. Risk of damage

The Buyer bears the risk of damage from the moment of taking over of the article. Should the

purchase price be agreed as transport included, or should the Seller arrange for the transport

of the subject of purchase, a proof of taking over of the article is signature of a Buyer's person on the accompanying document.

6. Delivery and invoicing

The Buyer shall pay the agreed purchase price to the Seller based on an invoice. The Seller

is entitled to charge the purchase price after delivery of the products or after they have been

handed over to the first carrier for transport for the Buyer, provided that the carrier has a properly negotiated transport contract with the Buyer. The date of the taxable supply shall be

deemed to be the date of delivery of the products or the date of handover to the first carrier.

The Seller shall make and deliver a tax bill (invoice) for the subject of purchase to the Buyer

not later than 3 days of the taxable supply date.

Invoice:

a) The Buyer reserves the right to use the reverse charge mechanism according to § 109a of

Act No. 235/2004 Coll., as amended, and to pay the VAT (from the purchase price) –

directly to the tax account of the tax administrator of the Seller in case the Buyer becomes

or could become a guarantor for the unpaid tax within the meaning of § 109a of Act No. 235/2004 Coll., as amended.

b) One invoice shall cover one contract only. The invoice shall include:

- the number of a purchase order or purchase contract according to the Buyer's contract register at all times and the number of the request for inquiry, if indicated on the purchase order.
- the requirements of a current tax bill pursuant to Section 29 of Act No. 235/2004 Coll., as amended; (or the requirements of an accounting document pursuant to Section 11 of Act No. 563/1991 Coll., as amended)
- Seller's bank connection (with the bank code according to the Bank Identification Code

Book issued by the ČNB and the account number) identical to the bank details specified in the purchase contract

- price data in line with the purchase contract

c) Attached to the invoice shall be a handover protocol or report of work related to the products and services, and/or copy thereof.

d) Should the invoice do not meet all the conditions specified above, the invoice shall not be

paid and returned to the Seller for correction. For the corrected invoice, a new maturity starts from re-serving of the invoice to the Buyer.

e) The tax regime of the subject of performance shall be governed by Act No. 235/2004 Coll.,

as amended, and other generally applicable laws related to special tax regimes.

f) A payment date is the date when the sum to be paid shall be debited from the Buyer's bank

account.

g) The Buyer confirms sending an electronic invoice to: uctarna@pci.cz .

7. Contractual fines and late interests

a) The Seller shall not assign the receivables based on the purchase contract without prior

written approval by the Buyer. A contractual fine amounting to 10% of the nominal amount of the assigned receivable shall be charged for breach of this obligation.

b) Assignment of the receivables emerging from the purchase contract without prior written

consent of assignment of the Buyer is invalid.

c) The Seller shall not set off unilaterally against the Buyer.

d) Should the Seller be in delay with the delivery of the products or part thereof, the Buyer

shall be entitled to charge the Seller a contractual penalty of 0.03% of the purchase price

of the products to which the delay relates (including VAT) for each day of delay.

e) Should the Seller deliver to the Buyer any other article or any other part of the article than as defined in the purchase contract, the Seller shall pay a contractual penalty to the

Buyer. The amount of the contractual penalty is derived from the agreed purchase price:

- For the purchase price up to CZK 100,000 (and inclusive), the contractual penalty amounts to 50% of the price, with CZK 5,000 as minimum.
- For the purchase price from CZK 100,000 to CZK 500,000 (and inclusive), the contractual penalty amounts to 30% of the price, with CZK 50,000 as minimum.
- For the purchase price over CZK 500,000, the contractual penalty amounts to 20% of the price, with CZK 150,000 as minimum.

f) The Buyer shall be entitled to claim compensation for damage caused by the breach of the obligation to which the contractual penalty applies. The Buyer shall claim damages over the negotiated contractual penalty.

g) Should the Buyer be in default with the payment of the invoice, the Seller shall be entitled

to charge interest on late payment at the legal rate.

8. Material breach of the contract

The Parties to the Contract have agreed that, within the meaning of Section 2106 of the Civil

Code, they consider the following in particular to be a material breach of contract:

- delay in delivery of an article or part thereof for more than 5 calendar days
- delivery of the article within deadline longer than 5 days prior to deadline
- delivery of defective article (Section 2009 et seq. of OZ)

Should there be a material breach of the contract by the Seller, the Buyer shall be, in accordance with Section 2106 (2) OZ, entitled to choose a right to be applied in case of the defective performance.

9. Quality warranty

The Seller shall deliver an article that is new, i.e., not used, worn out or e.g., refurbished. The

Seller further undertakes that the delivered item shall be fit for use for its usual purpose or

that it shall retain its usual characteristics and assumes a guarantee for the quality of the

products within the meaning of Section 2113 et seq. of the Civil Code for a period of 24 months from the date of delivery of the article to the Buyer.

10. Complaints

The Buyer has rights under the defective performance against the defects that the products

have at the time of the transfer of the risk of damage to the products to the Buyer.

The Buyer shall complain to the Seller about defects in writing, in particular quantitative defects within 10 calendar days of the date of acceptance, other defects within 30 days of the

date of their discovery, but no later than the end of the warranty period.

The Seller shall initiate an investigation immediately upon receipt of the complaint in order to

inform the Buyer of its opinion no later than 30 calendar days from the date of receipt of the

complaint.

Should the complaint be justified, the Seller shall:

- a) replenish the missing products;
- b) make the delivery under original conditions;
- c) grant discount.

11. Third party's rights

The Seller declares that the subject of the purchase is free of any third party's rights.

12. Anti-corruption provisions

The Parties to the Contract agree that, in order to avoid any conduct contrary to good morals,

they shall not request or offer any benefits, rewards, gifts, hospitality, reimbursement of expenses, whether directly or indirectly, to or from any person in the position of any employee or member of the statutory body of any natural or legal person in the private or public sector (including any person who makes decisions in any capacity for the Seller or the

Seller's agent working for the Seller) for the purpose of obtaining, retaining or influencing business or securing any other advantage in the procurement process or the conclusion and

execution of the contract.

The Buyer reserves the right to withdraw from the Contract should it find that the Seller, directly or through its agent, has acted in breach of the preceding paragraph and has failed to

take timely and satisfactory remedial action.

13. Force majeure

a) Force majeure refers to an unforeseen or unavoidable event which has arisen independently of the will of the Parties to the Contract and which prevents for a period of at least 5 days the partial or complete performance of the obligations of a Party to the Contract. Events occurring after the signing of the purchase contract that could not have been prevented by the Party to the Contract to whom they relate shall be recognized as force majeure.

b) The Party to the Contract experiencing a force majeure event shall immediately notify the

other Party to the Contract in writing by registered letter of the occurrence of the event as

well as of its termination within 5 days of its occurrence or termination. Failure to keep the

deadline results in perishing of the right to claim the force majeure event.

c) The performance of the obligations of the Parties to the Contract shall be temporarily suspended for the duration of the force majeure event and shall automatically resume upon

its termination.

d) Should the force majeure take at least 60 days, the Parties to the Contract may withdraw

from the purchase contract.

14. Miscellaneous provisions

a) The Contract or these General Terms and Conditions (hereinafter referred to as "GTC") may be amended or supplemented exclusively by written agreement of the Parties to the Contract in the form of numbered addenda.

b) In cases not addressed in the purchase contract, the relevant provisions of the legal system of the Czech Republic, in particular the OZ and supplementary and related regulations as amended, shall apply.

c) The Parties to the Contract shall settle any disputes amicably, in particular. Should an amicable settlement of the dispute not be reached, the Parties to the Contract agree that

disputes arising from the purchase contract shall be adjudicated by the competent court of

the Buyer's registered office.

In Povrly, date 1 October 2025