GENERAL TERMS AND CONDITIONS OF PURCHASE
(hereinafter referred to as the GTCP)

1. General information

1.1 These General Terms and Conditions of Purchase (hereinafter referred to as the GTCP) regulate, in accordance with the provisions of Section 1751 of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the CC), the mutual rights and obligations arising in connection with or on the basis of the Purchase Contract (hereinafter referred to as the Contract) concluded between the SUPPLIER and the company TROX Tech-Trade, s.r.o. (hereinafter referred to as the COMPANY). These GTCP shall apply in cases where a contractual relationship arises between the SUPPLIER and the COMPANY, the subject matter of which is the purchase of goods and services for the needs of the COMPANY.

1.2 The legal relationship between the SUPPLIER and the COMPANY shall be governed by these GTCP and other applicable agreements and laws, unless otherwise agreed. Changes and amendments shall be made in writing. These GTCP take precedence over all other general business terms and conditions (the Supplier's terms and conditions).

1.3 These GTCP as currently in force shall also apply to all future business transactions between the SUPPLIER and the COMPANY.

1.4 A delivery according to these GTCP means a delivery through the postal licence holder or by e-mail in the form of an e-mail message (even without a guaranteed electronic signature), or a delivery to a data box or a personal delivery.

1.5 These GTCP are published on our website under the title "General Terms and Conditions of Purchase“ and are also attached to each individual order.

2. Purchase Orders

2.1 Purchase Orders shall be deemed accepted and confirmed unless the SUPPLIER objects to them within 2 (two) working days. A draft Purchase Contract is a written order of the COMPANY, which shall be delivered to the SUPPLIER. The conclusion of a Purchase Contract shall be effected by delivery of the confirmed Purchase Order by the SUPPLIER. The Purchase Order must be confirmed by the SUPPLIER in its entirety, without additions, reservations or other changes to the wording of the Purchase Order sent by the COMPANY, otherwise the Purchase Contract shall not be concluded.

2.2 Confirmation of a Purchase Order that contains additions, reservations, limitations or other changes shall be considered a rejection of the Purchase Order and shall constitute a new proposal by the SUPPLIER for the conclusion of the Purchase Contract. In such cases, the Purchase Contract shall only be concluded if this new proposal is confirmed in writing by the COMPANY and delivered back to the SUPPLIER.

2.3 Purchase Orders shall be governed solely by these GTCP; the COMPANY shall not accept any terms and conditions of the SUPPLIER that conflict with or deviate from these GTCP, unless the COMPANY has expressly approved their validity in writing. The acceptance of deliveries, services or payments shall not constitute such consent by the COMPANY.

3. Delivery, delay and contractual penalty

3.1 The delivery of goods is subject to INCOTERMS 2020. Unless otherwise agreed, the SUPPLIER is obliged to deliver the Goods to the COMPANY at its own cost and risk to a location designated by the COMPANY.

3.2 The delivery time stated in the Purchase Order is binding and is considered fixed.

3.3 Partial or excessive deliveries by the SUPPLIER are only permitted with the prior written consent of the COMPANY.

3.4 The timeliness of deliveries is determined by their acceptance at the destination designated by the COMPANY.

3.5 The SUPPLIER shall immediately inform the COMPANY in writing if circumstances arise or become known which indicate that the delivery period or subsequent performance cannot be met and request the COMPANY's opinion in this respect. If the SUPPLIER is in default with the delivery of the goods, the COMPANY shall be entitled to charge a contractual penalty of 0.05% for each business day of the delay, up to a maximum of 5% of the total contractual amount.

3.6 The COMPANY has the right to withdraw from the Contract in case of the non-delivery of goods within 10 (ten) daysfrom the confirmed delivery date.

4. Transfer of risk and ownership title

4.1 Pursuant to Section 2121 of Act no. 89/2012 Coll., the Civil Code, the risk of damage to goods ordered from the SUPPLIER passes to the COMPANY at the moment of the handover or delivery of the sold goods at the contractually agreed destination according to Incoterms 2020. Unless otherwise agreed, the transportation term DAP (delivered at place) as defined by Incoterms 2020 shall apply.

4.2 Unless otherwise agreed, the price of the goods shall cover the cost of packaging appropriate to the purpose. If the costs of the transportation are borne by the COMPANY, the readiness for shipment shall be notified immediately and shall include the specifications set out in Clause 4.4.

4.3 The SUPPLIER is always obliged to ship the goods at the lowest cost, unless the COMPANY has specified a particular method of transport or has stipulated that the COMPANY itself will conclude the transport contract. Any additional costs incurred as a result of non-compliance with the shipping instructions shall be borne by the SUPPLIER; the same applies to any additional costs incurred as a result of express shipping necessary in order to meet the delivery deadline.

4.4 The SUPPLIER shall state the COMPANY's exact Purchase Order number on all shipping documents and delivery notes.

4.5 If the parties agree that the SUPPLIER undertakes to arrange the transportation of consignments containing dangerous goods on behalf of the COMPANY, the SUPPLIER is obliged to provide the carrier designated by the COMPANY with the details of the dangerous goods, as required by laws, as early as at the time of issuing the transportation order. In such cases, the SUPPLIER shall also be responsible for packaging, labelling, documentation, etc. in accordance with the applicable legislation for the method of transport used.

4.6 Each delivery must be accompanied by a delivery note indicating the contents item by item and a material safety data sheet, if issued.

4.7 If the COMPANY informs the SUPPLIER that, after the delivery of the goods, further transportation by another method of transport is planned, the SUPPLIER shall also comply with the relevant transportation regulations which apply to such additional transportation.

4.8 Title to the goods shall pass to the COMPANY upon the delivery or acceptance of the goods at the agreed location.

5. Payments and invoices

5.1 The price stated in the Purchase Order is binding.

5.2 The statutory value added tax must always be stated separately.

5.3 The price includes all supplies and services that are necessary for proper use or faultless operation, even if they were not expressly stated in the Purchase Order. If parts necessary for proper use or trouble-free operation are found to be missing, the SUPPLIER shall supply such parts to the COMPANY as soon as possible and install them free of charge, as required.

5.4 Unless agreed otherwise, invoices shall be sent separately for each Purchase Order to the agreed e-mail address. The billing e-mail address is invoices-tt@troxgroup.com. The parties agree that they will issue and send tax documents to each other only in electronic form.

5.5 Invoices can only be processed if they state the Purchase Order number indicated in the Purchase Order; the SUPPLIER shall be fully liable for a failure to comply with this obligation.

5.6 Unless otherwise agreed, the due date of the SUPPLIER's invoices is at least 30 (thirty) calendar days. The due date shall commence as soon as the supply or service has been fully rendered and a duly issued invoice has been received.

5.7 If the SUPPLIER is obliged to provide material tests, inspection reports, proofs of quality or other documentation, the receipt of such documents is necessary for the supply or service to be considered completed.

5.8 Payments do not constitute any confirmation that the supplies or services are in accordance with the Contract.

5.9 The COMPANY shall have the right to set off and hold claims to the extent permitted by applicable law.

6. The Supplier‘s audit

6.1 The COMPANY, together with the customer or a third party authorised by the COMPANY, may, if necessary, audit the SUPPLIER with a prior agreement with the SUPPLIER and with one month prior notice
at the SUPPLIER's facilities. The request shall be justified and shall specify the purpose, type, scope, location and time of the audit. The SUPPLIER guarantees to provide the inspection personnel with all necessary assistance during the audit and to ensure access to qualified personnel, documentation

and the production process. The auditors shall be entitled to participate in all types of quality tests carried out by the SUPPLIER or for the SUPPLIER.

6.2 The SUPPLIER may refuse access to business secrets. Any costs incurred in connection with the audit shall be borne by the SUPPLIER, except for the travel expenses of the COMPANY's personnel conducting the audit. The COMPANY may share the audit report and any audit records with companies
in the TROX group.

6.3 The COMPANY shall provide the SUPPLIER with an audit report with requirements and deadlines for corrective actions.

7. Inspection of the received delivery (service, goods, materials) and liability for defects

7.1 The goods shall comply with all technical requirements and technical and safety standards for the type of goods. The goods and the components used for their manufacture shall be new, unused, undamaged and made of the required material. If the goods are supplied on the basis of samples, designs or drawings, they shall conform entirely to such samples or drawings. The goods shall ensure a consistent standard performance, meet the quality and characteristics specified in the Purchase Contract and be fully fit for the purpose for which they are supplied.

7.2 The COMPANY is obliged to check each delivery within a reasonable period of time for any qualitative and quantitative deviations.

7.3 The SUPPLIER guarantees the quality of the goods for the period specified in the Purchase Contract. If the guarantee period is not specified in the Contract, the guarantee period is 24 months and starts on the date of delivery. By guaranteeing the quality of the goods, the SUPPLIER undertakes that the goods will be fit for use for the usual purpose in accordance with their intended use for the specified period of time.

7.4 Defects in the goods shall be reported in writing by the COMPANY. The complaint shall include a description of the defect, how it manifests itself, an express identification of the Purchase Order or delivery note under which the reported goods were delivered and other relevant facts. The time period for the settlement of the complaint shall be a maximum of 30 days. The choice of the claim arising from the liability for defects in the goods, including claims for damages, as well as the choice of the method by which the identified defects are to be rectified, shall be the sole responsibility of the COMPANY.

7.5 The COMPANY may require that the SUPPLIER removes the defective goods within five (5) working days. Due to storage limitations, it cannot be guaranteed that the defective delivery will be stored in adequate storage conditions after this period expires.

7.6 In the event of a complaint, the SUPPLIER is obliged to provide the COMPANY with relevant information about the causes of the non-conformity and the corrective measures and complete an 8D report upon request.

7.7 If the SUPPLIER's defective performance constitutes a material breach of the Contract, the COMPANY shall be entitled to:

- withdraw from the Contract, in whole or in part, without refund; or
- demand a reasonable discount on the purchase price; or
- require a rectification of the defect by supplying new, non-defective goods or by the missing item; or
- require the defect to be rectified by repairing the defective item.

7.8 The warranty period for deliveries shall commence upon the handover and takeover at the location designated by the COMPANY.

7.9 In the event of an accepted complaint, the SUPPLIER shall pay all costs incurred by the COMPANY in connection with the complaint.

8. Product liability insurance, indemnity and liability for damage

8.1 If the SUPPLIER is liable for damage caused by a defect in the product, the SUPPLIER is obliged to compensate the COMPANY for any damage incurred by the COMPANY as a result of the satisfaction of a claim for damage to a third party, where the third party has incurred such damage due to a defect in the SUPPLIER's product.

8.2 As part of its liability for damage, the SUPPLIER shall also be obliged to reimburse the COMPANY for any costs incurred by the COMPANY as a result of or in connection with the recall of the defective goods.

8.3 The COMPANY shall inform the SUPPLIER of the content and scope of the recall measures to be implemented and give the SUPPLIER an opportunity to state its opinion. Other claims of the parties remain unaffected.
8.4 The SUPPLIER declares that it has concluded a product liability insurance contract.

9. Quality management and outsourcing

9.1 The SUPPLIER shall comply with the standards of the quality management system (e.g. the standard EN ISO 9001).
9.2 The assignment of Purchase Orders to third parties is not permitted without the written consent of the COMPANY, otherwise the COMPANY may withdraw from the Contract in whole or in part and may claim damages.

10. Provision of materials and information

10.1 The materials and information provided by the COMPANY to the SUPPLIER for the purpose of fulfilling the Purchase Order shall remain the property of the COMPANY and shall be stored separately and managed and identified as the COMPANY's property, free of charge. They may only be used for fulfilling the COMPANY's Purchase Orders. In the event of culpable depreciation or loss, the SUPPLIER shall indemnify the COMPANY, in which case it shall also be liable for ordinary negligence. This also applies to the creation of a price quote according to the COMPANY's request, provided that this price quote is not implemented.
10.2 The COMPANY is entitled to demand the return of the provided materials on the grounds of their ownership at any time. The SUPPLIER shall return the materials to the COMPANY in a condition corresponding to normal wear and tear.

11. Tools and confidentiality

11.1 The COMPANY shall acquire ownership of the tool, which shall remain in the possession of the SUPPLIER, in accordance with the provisions of the relevant Purchase Order. The SUPPLIER shall permanently label the relevant tools, including the part number, part designation, drawing number, drawing index and the COMPANY's name, so that it can be recognized as the property of the COMPANY.
11.2 If industrial property rights or copyrights arise in connection with the development of the tool, the COMPANY is granted a free right of its use for its own needs.
11.3 If the tool delivery contract is suspended or terminated for any reason and the COMPANY has not yet acquired title to the tools at the time of the suspension or termination of the contract, the COMPANY may acquire title to the tools by paying the balance of the agreed total cost to the SUPPLIER, for tools already completed. For tools not yet completed, it shall pay that part of the outstanding costs which corresponds to the costs actually incurred by the SUPPLIER at the time of completion of the tool.
11.4 If a tool is supplied or fully financed by the COMPANY, it shall not be used to produce goods for another customer of the SUPPLIER without its prior express written consent.
11.5 Notwithstanding the COMPANY's right to demand the return of the tools in its possession at any time, the SUPPLIER shall be entitled to retain the COMPANY's tools to the extent that they are needed to perform the Contract for the COMPANY. In all other cases, the SUPPLIER shall immediately return the tools belonging to the COMPANY upon request.
11.6 The SUPPLIER is obliged to maintain strict confidentiality concerning all materials and information received, even after the termination of the contractual relationship with the COMPANY.

12. Non-transferability clause

12.1 The assignment or sale of the claims or demands arising from contractual relations between the COMPANY and the SUPPLIER shall be subject to the prior written consent of the COMPANY.

13. Special rights of withdrawal and termination

13.1 In addition to the statutory rights of withdrawal, the COMPANY shall be entitled to withdraw from the Contract in the case stipulated in Clause 3.6 of these GTCP or if, given the circumstances and nature of the specific Purchase Order, the COMPANY cannot be reasonably expected to have an interest in the delayed performance by the SUPPLIER.
13.2 The COMPANY is also entitled to withdraw from the Contract if insolvency or bankruptcy proceedings have been initiated against the property of the SUPPLIER.

14. The Code of Conduct and supply chain safety

14.1 The SUPPLIER undertakes to comply with all applicable laws and the COMPANY's Code of Conduct published on the COMPANY's website "The Code of Conduct for TROX Suppliers ".
If the SUPPLIER culpably breaches the obligations set out in the Code of Conduct, the COMPANY is entitled to withdraw from the Contract. If the breach of its duties can be remedied, this right may be exercised only after the expiry of a reasonable period of time for the remedy.

15. Product compliance with regulations

15.1 If the SUPPLIER supplies products that are subject to EU legal and other statutory requirements, the SUPPLIER must ensure that the products comply with these requirements at the time of the transfer of risk.

15.2 If the delivery contains goods that are to be classified as dangerous goods according to international regulations, the SUPPLIER shall inform the COMPANY of this fact immediately upon the receipt of the Purchase Order.

16. Information Security

16.1 The SUPPLIER shall take appropriate organisational and technical measures to prevent the disclosure of information relating to the contractual relationship between the SUPPLIER and the COMPANY. These measures shall correspond to usual industry practices and include an appropriate information security management system in accordance with standards such as ISO/IEC 27001 or IEC 62443 (if applicable).

17. Provisions relating to export control and foreign trade data

17.1 The SUPPLIER shall comply with all requirements of applicable national and international customs and foreign trade regulations. The SUPPLIER shall provide the COMPANY in writing with all information and data in accordance with current legislative requirements that the COMPANY requires in order to comply with the export, import and re-export rules (e.g. customs tariff number, country of origin, etc.). If requested by the COMPANY, the SUPPLIER shall also provide the Supplier's declaration of preferential origin (for European SUPPLIERS) or a certificate of preference (for non-European SUPPLIERS).

18. Force Majeure

18.1 In the event of Force Majeure, specifically strikes, lockouts, natural disasters or other serious disruptions in the COMPANY's operations, the COMPANY is entitled to withdraw from the Contract, in whole or in part, without any compensation or, where applicable, to postpone the takeover of the delivery or service.

19. Reference customer notice

19.1 The SUPPLIER is entitled to indicate the COMPANY's endorsement or the COMPANY's status as a customer only with the COMPANY's prior written consent.

20. Additional provisions

20.1 In the absence of specific provisions in these GTCP, the applicable provisions of the legislation, in particular Act no. 89/2012 Coll., the Civil Code, shall apply.

20.2 If the SUPPLIER breaches its obligations under this GTCP, it shall be liable for any damage caused to the COMPANY by such breach and shall bear all costs incurred by the COMPANY as a result thereof, unless the SUPPLIER is not responsible for such breach.

21. Local jurisdiction and applicable law

21.1 Legal relations between the SUPPLIER and the COMPANY and any and all legal disputes arising from the Purchase Order, the Contract or its performance shall be governed by the Czech law, with the exception of the UN Convention on Contracts on the International Sale of Goods (CISG) of 11th April 1980.

21.2 The local jurisdiction of the courts concerning all legal disputes arising from the contractual relations of the COMPANY shall be based on the headquarters of the COMPANY.