

General Terms and Conditions of Contracts for Work Consisting in Providing Service Performances

I. PREAMBLE

These General Terms and Conditions of Contracts for Work Consisting in Providing Service Performances (hereinafter referred to as "GTCCW") govern the relationships and conditions of contracts for work (hereinafter referred to as "the Contract") the subject of which is an obligation to carry out the works with or without using spare parts or consumable supplies where an outcome is not a new thing creation. It usually relates to the works carried out for a certain time, at the Customer's premises and for a remuneration set by the time price or a flat price (hereinafter referred to as "the Performances") entered into by and between Ammeraal Beltech s.r.o, company registration number: 251 38 138, having its registered office at Jihlava, Hruškové Dvory 80, registered in the Commercial Register kept with the Regional Court in Brno, section C, file 34790, as a contractor (hereinafter referred to as "the Contractor") and third parties as customers (hereinafter referred to as "the Customer"). The Contractor's performance of the Contract serves solely in the Customer's interest, not in the interest of third parties.

These GTCCW are deemed to be the business terms and conditions within the meaning of s. 1751 of Act No. 89/2012 Sb., the Civil Code, as amended (hereinafter referred to as "CC") and are binding for the Customer and the Contractor in connection with carrying out the Performances. For the avoidance of doubt, it is expressly stated that the Customer's business terms and conditions do not become a part of an individual contract for work entered into by and between the contracting parties. Any deviations from GTCCW must be agreed upon in writing in the respective Contract.

These GTCCW do not apply in case the Contractor is to carry out an assembly of the object of purchase being delivered by the Contractor as a seller (usually a conveyor belt); in such a case the Terms and Conditions for the goods supplies of Ammeraal Beltech s.r.o., as amended, will apply.

II. ORDERS

1. Orders (i.e. Proposals to conclude individual Contracts) are made by the Customer to the Contractor in writing or by e-mail.
2. The Customer's order that has been confirmed by the Contractor (usually by e-mail notification to the Customer with the order confirmation) may be neither cancelled nor changed - with the exception of the cases given herein or in case of an agreement with the Contractor.

III. CUSTOMER'S COOPERATION

1. The Customer is obliged to ensure at its expense that the Contractor's employees can commence the execution of the Performances immediately upon their arrival at the agreed place of performance and execute the Performances during as well as out of the Customer's working hours. The Customer is obliged to provide the Contractor with the necessary assistance in order to execute the Performances properly.
2. The Customer is particularly obliged to ensure the fulfilment of the following conditions free of charge and at its costs:
 - a) the Customer will ensure the timely granting and sufficient validity of all the necessary visas, work permits and other permits necessary for the Contractor's employees, as well as the permission for bringing in and out tools, equipment, measuring and testing instruments and materials;
 - b) the Customer will carry out the preparatory works professionally based on the documents provided by the Contractor and will ensure that the place for carrying out the Performances is

professionally prepared and that the Contractor's employees are allowed to execute the Performances;

- c) prior to commencing the execution of the Performances the Customer is obliged to inform the Contractor in writing about all its security and other regulations that the Contractor's employees are obliged to observe during the execution of the Performances. For the entire period of the Performances execution, the Customer is obliged to provide the Contractor's employees with a healthy and safe working environment and will allow them to use its sanitary facilities;
- d) the Customer will ensure that the transport and access roads to the place of the Performances execution are in a usable condition and that the access to the place of the Performances execution is allowed to the Contractor;
- e) the Contractor will ensure that for the entire period of the Performances execution, the treatment in case of an injury is available to the Contractor's employees;
- f) the Customer is obliged to supply electricity (including the appropriate connection to the place of the Performances execution), heating, lighting, water, and other media necessary for the execution of the Performances.
- g) Auxiliary means provided by the Customer will be returned to the Customer after the execution of the Performances. In case of an absence of appropriate instructions for returning, the auxiliary means will remain at the place of Performances execution at the Customer's disposal at its own risk.

IV. COMPLETION OF THE PERFORMANCES

1. The Performances are executed properly even if they are executed with minor defects and outstanding works that do not prevent the use of the Performances for the intended purpose. This is without prejudice to the Contractor's obligation to remove minor defects and outstanding works pursuant to Article VIII (2) hereof.
2. The Performances are duly completed if the ability of the work to serve its purpose is demonstrated. The Customer takes over the Performances (the Work) with or without reservations (reservations must be recorded into the Assembly Report).
3. If the subject of the Performances is a repair of the equipment (i.e. particularly a conveyor belt) and/or a modification of the equipment and/or the commissioning of the equipment by the Contractor, the Customer is not entitled to commence the use/operation of the equipment or its part before signing the Assembly Report by both the Customer and the Contractor. If the Customer does so without the written consent of the Contractor, the Performances are thereby taken over by the Customer and duly executed.

V. CUSTOMER'S DELAY

1. If it becomes evident that the Customer will not be able to meet its obligations in a timely manner, including the obligations referred to in Article III (1)(2) above, the Customer will notify the Contractor of this fact in writing without delay stating the reasons and the expected time of remedy. In such a case, the Contractor is entitled to proceed in accordance with paragraphs 2 to 5 of this Article.
2. In the case of the Customer's delay in fulfilling its obligation under paragraph 1 of this Article and/or in providing the cooperation required by the Contractor under Article III above and/or if, for other reasons in the Contractor's view, the safety or health of the Contractor's workers during the Performances execution is not ensured, the Contractor is entitled to suspend the execution of the Performances and/or reject the execution of the Performances and order the return of its workers. The time of the execution of the Performances is extended by at least the period of the

Customer's delay unless a longer period is objectively necessary due to the demobilization and re-mobilization of the production sources and inputs on the part of the Contractor related to the suspension and recommencement of the Contractor's performance. This is without prejudice to the Customer's obligation to compensate the damage and injury caused in connection with breaching its obligation.

3. If the Customer fails to remedy a breach of its obligations even within a reasonable additional period provided by the Contractor, the Contractor is entitled to withdraw from the Contract.
4. The Contractor is entitled to terminate the execution of the Performances and/or withdraw from the Contract in whole or in part if the Customer has been found bankrupt or if an insolvency petition against the Customer has been dismissed due to the Customer's insufficient property or if the Customer puts itself into liquidation.
5. In the cases specified in paragraphs 1 to 4 of this Article, the Customer is obliged to pay to the Contractor the price of the Performances provided and any costs incurred by the Contractor in relation thereto.

VI. CONTRACTOR'S DELAY

1. The Contractor's delay with completion of the Performances entitles the Customer to apply contractual penalties against the Contractor for the period from the date of the agreed completion date of the Performances to the date of the handover of the completed Performances to the Customer.
2. The contractual penalty is agreed in the amount of 0.5% of the total price of the outstanding Performances excluding VAT for each day of the delay, however, not exceeding the amount corresponding to 20% of the price negotiated in the individual Contract.
3. The provision of s. 2050 CC will be applied; it means that the Customer is not entitled to damages resulting from breaching the obligation to which the contractual penalty relates.

VII. WORKING HOURS

1. The period for the execution of the Performances is hereinafter referred to as "the Working Hours".
2. The night work (between 10.00 p.m. and 06.00 a.m.) and the work on Saturdays, Sundays and public holidays is only allowed after a previous agreement.
3. The time spent on a journey is considered to be:
 - a) the time needed to move employees from the Contractor's seat to the place of the execution of the Performances and the time needed to move from the place of lodging used by the Contractor's employees during the execution of the Performances to the place of the Performances execution and the time needed to move back to such places from the place of the execution of the Performances;
 - b) the time involved in dealing with the official formalities necessary for entering the place of the execution of the Performances;
4. After the Contractor's employees carrying out the Performance have been working for 4 hours, the Contractor gives them a break for food and rest lasting 30 minutes in compliance with s. 88 (1) of the Labour Code. This work break is not included in the Working Hours according to paragraph 1 of this Article and the Contractor does not charge it to the Customer in the Performances Price.
5. The Customer confirms the Working Time of the Contractor's employees in the work reports or the Assembly Report. If the Customer or the Customer's responsible personnel fail to confirm the work reports/Assembly Report within 5 working days from the completion of the assembly, the records of the Contractor's employees will be used as a base for invoicing.

VIII. LIABILITY FOR DEFECTS AND GUARANTEE

1. The Contractor provides the Customer with a guarantee for the quality of the Performances by which the Contractor undertakes that the Performances will conform to the agreed specifications and will be free of defects of the material, workmanship and manufacture. This quality guarantee constitutes the Contractor's sole guarantee and replaces and excludes all other guarantees, express or implied, statutory guarantees or otherwise, including any implied guarantee of merchantability, quality, fitness or unfitness for a particular purpose. The guarantee period is 12 months and starts running by the Performances handover.
2. The parties agree that the Contractor's obligation resulting from defective performance and the guarantee for the Performances quality is the obligation to remove defects notified on the executed Performances free of charge, properly and in time according to the Contractor's decision either by a repair or a replacement. The Customer will provide at its expense the work access needed to proper removal of the defects of the Performances. The Customer acknowledges that the guarantee applies only to the quality of the Performances execution not to other defects that may appear on the object on which the Performance was executed. The foregoing is the exclusive definition of the content of the rights resulting from the defective performance and the quality guarantee regarding the executed Performances by the Contractor. A repair or a replacement is the only remedy (claim) for the Customer for quality and quantity defects and the Customer waives any claims to exercise any other rights and/or a claim for damages and/or any other compensation for such defects.
3. The Customer is obliged to give advice on the defects of the Performances executed and make claims resulting from liability for the defects of the Performances executed and from the guarantee only in a written notification delivered to the Contractor that must contain the description of the defect, or an indication of how the defect appears. In the written notification the Customer must also state the number of the order for the Performances concerned and/or the number of the invoice by which the Performances concerned have been charged to the Customer. If the Customer's notification does not contain the above-mentioned elements and/or is not made in writing, it is neither a proper notification of defects nor proper exercising of the rights resulting from the liability for defects and guarantee. The periods for raising the claims resulting from the liability for defects and consequences of their lapse to no effect are governed by the respective provisions of Act No. 89/2012 Sb., the Civil Code. The Customer is obliged to file (deliver to the Contractor) the claims under the guarantee, including the notification of the guarantee defect, without undue delay after discovering the guarantee defect until the end of the guarantee period referred to in Article 1 at the latest provided that after the lapse of the guarantee period the Customer may not raise any claim under the guarantee.
4. In case the Customer notifies the Contractor of defects in the Performances and no defects for which the Contractor would be liable, have been detected in the Performances, the Customer will compensate the Contractor for all the costs incurred in connection with such notification and the inspection of the Performances.
5. The Customer has no right resulting from the guarantee for the quality of the Performances if the defect has been caused by an external event after handing over of the Performances. The Customer has no right resulting from the guarantee and the guarantee does not apply to the defects in the Performances caused by an unauthorized intervention by the Customer or a third party and defects in the Performances that cannot be proved to have been caused by the use of defective material, wrong construction or incomplete processing by the Contractor; thus the guarantee for the quality of the Performances does not cover defects caused by including but not limited to:
 - adequate wear and tear;
 - incorrect maintenance;
 - unauthorized use;

- neglect of routine maintenance and care;
 - non-compliance with operating regulations;
 - excessive stress;
 - use of unsuitable operating means;
 - use in the conditions the parameters of which do not correspond to the environment for which they are intended;
 - natural elements;
 - chemical and electrolytic influences;
 - use of the material supplied by the Customer;
 - assembly work of the persons other than the Contractor; and
6. In connection with its obligations resulting from the defective performance and the guarantee, the Contractor is not obliged to remove the defects of the Performances free of charge at a place other than specified for the Performances execution.
 7. The Contractor is not obliged to start removing defects of the Performances/resulting from the guarantee or to remove them if the Customer is in delay with the payment of financial obligations resulting from the Contract.
 8. The Customer is not entitled to deny the fulfilment of any obligation towards the Contractor for the reason that the Performances have defects.

IX. PRICE

1. The price of the Performances including the associated costs (hereinafter referred to as "the Price") shall be agreed upon in an individual Contract. The Price in an individual Contract may also be negotiated by reference to the Contractor's price list. Unless otherwise agreed in the Contract, the Price is negotiated without the Value Added Tax (hereinafter referred to as "VAT") which will be added to it according to the relevant legislation.
2. The associated costs under paragraph 1 of this Article to which the Contractor is entitled in respect of the Customer include but are not limited to:
 - Travel expenses - the cost of travel to and from the place of execution of the Performances, from and to the Contractor's seat and travelling within the place of the Performances execution by the means of transport selected by the Contractor, including the necessary associated costs according to the actual costs. If special conditions do not require the use of other means of transport, the following will be invoiced as a standard:
 - Passenger car - compensation based on mileage (at a rate of 1 km according to the current Contractor's price list).
 - Costs of stay - the Contractor is entitled to invoice the Customer the costs associated with providing lodging to its employees carrying out the Performances.

X. PAYMENT CONDITIONS

1. The Customer will pay the Contractor the Price based on an invoice issued by the Contractor. The Contractor is entitled to invoice the Price after the completion of the Performances.
2. The Contractor is entitled to request an advance payment for the Price before the execution of the Performances; in such a case the Contractor is not obliged to commence the execution of the Performances or execute the Performances, before the Customer pays the whole amount of the advance payment to the Contractor (see also paragraph 6 of this Article).
3. The Customer is obliged to pay the Price within 14 days from the date of the invoice issued by the Contractor. The Customer's obligation to pay the Price is fulfilled by crediting the amount to the Contractor's bank account.
4. In case the Customer is in default with the payment of the invoiced Price, the Contractor is entitled to require the Customer to pay the interest on late payment in the amount of 0.05% of the total outstanding amount (including VAT) for each day of delay.

5. If the Customer is delayed with the payment of its financial obligations under the Contract or any other contractual relation between the Contractor and the Customer, or if there are objective reasons to believe that the Customer will be in such a delay, the Contractor is entitled to discontinue the performance of the Contract until the full payment of the Price has been made. The time for the execution of the Performances (i.e. including their handover) is extended at least by the time of the Customer's delay with the payment of its financial obligations unless an objectively longer period is required due to the demobilization and re-mobilization of the production sources and inputs on the part of the Contractor associated with the suspension and re-commencement of the Contractor's performance.
6. The Customer is not entitled to make unilateral set-off to cover its obligations under the Contract or otherwise reduce or retain such payments.

XI. DAMAGES

1. The Customer is liable for the damage caused by the unfitness of things, material, tools, spare parts or auxiliaries provided by the Customer to the Contractor to carry out the Performances and despite notification by the Contractor of their unsuitability for the Performance execution the Customer insisted on their use.
2. The Contractor is not liable for any indirect and consequential damage resulting from a breach of an obligation in connection with the Contract. Indirect and consequential damage include but are not limited to the loss of earnings, energy losses, costs associated with the impossibility of using a thing, costs of provision of alternative energy supplies, costs of capital, damage resulting from the late completion of the Performances, a failure to reach the full compliance of the Performances with the Contract, a failure to reach the guarantee parameters of the Performances, etc.
3. The total aggregate liability of the Contractor for damages in connection with any breach of one or more Contractor's obligations in connection with the Contract shall in no case exceed the maximum amount of 30% of the total price of the Performances without VAT of the particular Contract.
4. None of the above limitations of total damages applies to the damage caused intentionally or due to gross negligence.

XII. FORCE MAJEURE

1. Both Contracting Parties are entitled to suspend the performance of their obligations under the Contract for the period of the occurrence of circumstances of Force Majeure. Force Majeure means events or circumstances that do not exist on the date of the Contract conclusion, are beyond the reasonable control of the party affected by an event of Force Majeure, and are not caused by a fault, negligence or a breach of the Contract by that party and cannot reasonably be avoided, including:
 - acts or restraints by governments or public authorities;
 - wars, revolutions, revolts (riots) or civil commotion;
 - strikes, lock-outs or other industrial actions;
 - blockage or embargo;
 - damage caused by an explosion, fire, corrosion, ionising radiation, radioactive contamination, flood, natural disaster, epidemic, pandemic, or malicious act;
 - raw material shortages; and
 - any such circumstances affecting any entity directly or indirectly, controlling, controlled or under the common control with the Contractor or its suppliers.
2. Force Majeure excludes the right to apply contractual penalties to the party affected by an event of Force Majeure.

3. The party claiming Force Majeure will immediately notify the other party of this fact in writing and take all reasonable steps to mitigate the consequences of a failure to fulfil the contractual obligations.
4. In case an event of Force Majeure lasts for more than three months, both parties are entitled to withdraw from the Contract.
5. The above paragraphs 1 to 4 of this Article will not apply in case the Customer is obliged to pay any monetary obligation to the Contractor.

XIII. GOVERNING LAW AND JURISDICTION

1. The individual Contracts, as well as all legal relations thereunder, shall be assessed and resolved under the Czech law, in particular, according to the relevant provisions of the Civil Code of the Czech Republic, Act no. 89/2012 Sb. as amended. The Parties exclude the application of the UN Convention on Contracts for the International Sale of Goods to the Contracts as well as any purchase or other agreements between them.
In case some issues not regulated by the Contract will require determining a subsidiary legal status, such issues will be assessed and resolved according to Czech law unless the imperative norms imply otherwise.
2. The Contracting Parties also agree that if the Contract is concluded in more than one language, the Czech language version will prevail in interpreting the rights and obligations arising from the Contract, and the terms contained therein will be interpreted according to the meaning given to them by the Czech law and Czech legal practice.
3. In the settlement of all disputes between the Contracting Parties in property matters arising from the individual contracts, the jurisdiction is given to the Czech courts. The forum is the general court of the Contractor.
4. Any international custom not expressly agreed by the Contracting Parties in writing will apply to the rights and obligations arising from or in connection with the individual contracts.

XIV.

1. Unless the Contractor expressly agrees in writing otherwise, it is conclusively presumed that all the intellectual property rights in or arising from or in connection with the product or the Performances are owned by the Contractor.
"Intellectual Property Rights" means patents, rights to apply for patents, rights to inventions, copyrights and all the applications for and registration of them, trademarks, trade names, business names, service marks and domain names, rights in get-up, goodwill, schemes, industrial models, inventions, know-how, trade secrets, background and foreground rights, computer software programs and the right to sue for unauthorized used, rights in designs, database rights, rights to use, and protect the confidentiality of confidential information, and all other intangible protected information in each case whether registered, patentable or protectable, including all the applications and rights to apply for and granting them, to apply for renewals or extensions of and rights to claim priority from such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
2. The Customer represents and warrants (is responsible for) that it is familiar with and will comply with all the applicable laws and regulations regarding the use, misuse (diversion), trade, export or re-export of the products (or the Performances and all the items and products provided by the Contractor thereunder or in connection therewith) and that it will not resell or redirect the products to any destination other than the destination specified in the Contract unless otherwise agreed upon in writing by the Contractor.

If the Customer becomes aware of any possible unauthorised resale or misuse (diversion), it shall notify the Contractor without any delay.

3. The Customer and the Contractor are obliged to fulfil the Contract and the obligations arising thereunder in compliance with all the applicable laws, including those concerning corruption, money-laundering, the payment of bribes, tax evasion, export control and economic sanctions. The Customer and the Contractor are obliged to keep records set by the applicable legislation or recommended good practice, and upon a request, they will make them available for inspection by the relevant authorities.

The Customer will ensure that as a result of, or in connection with the Contract: (i) no Performance or products, services or technology will be provided to an end-user in breach of any applicable economic sanctions; and (ii) no persons or entities included in the official sanctions list are involved in or could benefit from the Contract.

XV. OTHER PROVISIONS

1. Application of Section 558 (2), Section 1726, Section 1740 (3), Section 1757 (2) (3), Section 1799, Section 1800, Section 1950, Section 1978 (2), Section 2173 and Section 2630 of the Civil Code is excluded in connection with the Contract.
2. The limitation period for claiming damages is one year.
3. The Customer is not entitled to make unilateral set-off to cover its obligations under the Contract or otherwise reduce such payments.
4. Neither Party is in a position of a weaker party towards the other Party.
5. The Customer is not entitled to assign any claim against the Contractor to a third party without the prior written consent of the Contractor.
6. In the case of assignment of the Contract or part thereof to a third party, the consent of the assigned party must be in writing.

XVI. FINAL PROVISIONS

These GTCCW together with the document to which they are annexed, and appendices thereof constitute the complete contract.

Jihlava, on 24.11.2022

Ammeraal Beltech, s.r.o.