

Business Terms and Conditions of the Company

Loma Systems s.r.o.

ID No.: 26368218

Registered office: Dobřany, U Lomy 1069, Post Code 33441

Registered in the Commercial Register of the Regional Court in Plzeň, File No. C 15878

No. 01

valid and effective from 15. November 2024 and, in compliance with of Section 1751 of Act No. 89/2012 Sb., the Civil Code, as amended (the "**CC**"), defining a part of the content of the agreement where explicit reference to these Business Terms and Conditions is provided.

1. Force of the Business Terms and Conditions

These Business Terms and Conditions ("**BTC**") define a part of the content of purchase agreements entered into between **Loma Systems s.r.o.**, ID No. 26368218, with its registered office at Dobřany, U Lomy 1069, Post Code 334 41, registered in the Commercial Register of the Regional Court in Plzeň, File No. C 15878, as a buyer (the "**Buyer**") and a third party – entrepreneur pursuant to Section 420 et seq. of the CC in the course of its business activity as a seller (the "**Seller**"), in which reference to the BTC is provided and the subject of which is delivery of things (products) by the Seller (the "**Products**").

The BTC also define that part of the content of agreements referring to the conditions where the subject of performance is the services (work) (the "**Services**") of the Seller as a contractor and in which the company of the Buyer acts as a client within the scope not excluded by the nature of the performance.

The agreement which includes the BTC is hereinafter referred to as the "**Agreement**".

Deviating provisions contained in the Agreement take precedence over the wording of the BTC, and this precedence must be construed restrictively, whereby it only applies to the provision of the BTC that derogates from a particular right or obligation. Other rights and obligations in the BTC directly or derivatively related to the provision in question are thus not affected by the contractual derogation in question.

In the purchase agreement, the Seller undertakes to hand over the Products to the Buyer and to allow the Buyer to acquire ownership thereof, and the Buyer undertakes to accept the Products and to pay the Seller the purchase price. Under the contract for work, the Seller (Contractor) undertakes to perform the Services for the Buyer (Client) at its own cost and risk and the Client undertakes to accept the Services and pay the price.

The BTC are available as a printed document in the offices of the Buyer and in an electronic form on the Buyer's website at: <https://www.loma.com/cs-cz/supplier-terms>.

In case of doubt, all provisions of the Agreement must be interpreted in accordance with the principles and rules of the BTC.

The Buyer is a member of the Illinois Tool Works Group ("**ITW**"). None of the other entities of the ITW Group shall have any responsibility for the obligations of the Buyer under the Agreement and shall not be liable for such obligations.

For the purposes of calculating any volume discounts or other rebate bonuses, purchases made by other ITW Group companies will be included in the Buyer's total purchases.

2. Entering into the Agreement

As a rule, the Agreement is entered into on the basis of a Buyer's order having the form of a letter of intent (the "**Order**").

The Order generally contains (i) an expression of the Buyer's intent to order Products or Services; (ii) the specification and quantity of the Products or Services; (iii) the delivery date; and (iv) the price.

The Buyer is entitled to cancel or change the Order until the Buyer is notified of its acknowledgement by the Seller.

The Order acknowledgement time limit is one (1) business day following Order delivery to the Seller.

Order acknowledgement with any reservations, deviations or other changes as opposed to the Order is excluded. Unless otherwise follows from the Order, none of the Seller's terms and conditions, whether contained in the Seller's documents, on its website or otherwise communicated to the Buyer, shall form part of the Agreement.

The Agreement is entered into (executed) if the Seller's acknowledgement of the Order is delivered to the Buyer in time, i.e., within the acknowledgement time limit.

Even late acknowledgement of the Order has the effect of timely acknowledgement if the Buyer informs the Seller without undue delay that it considers the acknowledgement to be timely or accepts the performance in accordance with the Order.

If the Seller fails to acknowledge the Order for capacity or deadline reasons, the Seller is obliged to inform the Buyer of the anticipated delivery dates of the Products or Services within the scope of the not acknowledged Order.

Any forecasts provided by the Seller are non-binding, do not constitute a proposal to enter into an agreement and do not constitute an obligation of the Buyer to enter into an agreement and take delivery of any quantity of Products or Services. The contracting parties may agree on the possibility of concluding an agreement in the so-called blanket order regime, as set out in the BTC below.

The contracting parties exclude the application of Section 2093 of the CC. Thus, in case of delivery of a greater quantity of Products than as agreed, the Agreement is not entered into for the excessive quantity.

3. Blanket Orders

The provisions of this article of the BTC shall apply in cases of so-called blanket orders and follow-up releases (call-offs) as defined below. Unless otherwise is specified below, the other provisions of the BTC shall apply *mutatis mutandis* to blanket orders and releases. Where a blanket order refers to the BTC, the BTC determine the part of the content of any Agreement entered into under the blanket order regime.

The term "blanket order" means any Buyer's Order which contains (i) an identification of being a blanket (preliminary) order; (ii) specification and total quantity of the Products or Services (the "**Total Quantity**") intended tentatively to be purchased by the Buyer in a certain period (the "**Applicable Period**"); (iii) the minimum guaranteed quantity of the Products to be held by the Seller on stock during the Applicable Period (the "**Guaranteed Quantity**"); (iv) the delivery date; and (v) the price.

The time limit for blanket order acknowledgement is one (1) week following its delivery to the Seller. Even late acknowledgement of the blanket order has the effect of timely acknowledgement if the Buyer informs the Seller without undue delay.

Acknowledgement of a blanket order itself does not obligate the Buyer to purchase any quantity of Products or Services, except for the obligation to purchase the Guaranteed Quantity under the terms and conditions set forth below.

By executing the blanket order, the contracting parties have agreed on the following conditions of entering into agreements and providing performance in the blanket order regime.

During the Applicable Period, the Agreement is entered into based on Buyer's Orders referring to the blanket order (the "**Release**"), such Release containing, as a rule, (i) identification of the blanket order to which it refers; (ii) specification and quantity of the Products or Services; (iii) the delivery date, unless it concerns the Guaranteed Quantity; and (iv) the price.

Within the scope of the Products and Services according to the Releases not exceeding the Total Quantity in the Applicable Period, the Agreement is entered into at the moment of Release delivery to the Seller. Within the scope exceeding the framework of the Total Quantity, the Agreement is entered into by Seller's acceptance of the Release, and the Release acceptance time limit is one (1) business day following Release delivery to the Seller.

Within the scope of the Guaranteed Quantity, the Seller must supply the Buyer with the Products within five (5) business days of Agreement signature (execution).

Within the scope exceeding the Guaranteed Quantity, the Seller must supply the Products by the deadline specified in the Buyer's Release or call-off; the same applies to the provision of the Services. This deadline will normally be agreed in advance by the Seller and will not be obviously disproportionate to the nature and extent of the performance.

The Seller is obliged to maintain the Guaranteed Quantity on stock during the Applicable Period, i.e., to replenish the Guaranteed Quantity immediately after delivering the Products, even repeatedly, up to the Total Quantity.

After the end of the Applicable Period, the Buyer must purchase the Products the Seller has on stock at the end of the Applicable Period up to the limit of the Guaranteed Quantity or, taking into account all Releases during the Applicable Period, the limit of the Total Quantity, whichever is lower. The same applies *mutatis mutandis* in the event that, during the Applicable Period, the contracting parties have agreed to change the technical specification of the Products under the Agreement. To any other extent, the Seller shall not have any claim against the Buyer in connection with the blanket order, in particular any claim to purchase the Products and to pay the price thereof or any claim for damages or other harm.

4. Price

The price is agreed under the Agreement as the highest admissible one during the whole period of the Agreement (the "**Price**").

The Price covers all Seller's costs, especially those of work, supervision, materials, overheads, transport and other costs associated with the manufacture, sale and delivery of the Products or Services, as well as all related taxes. The Seller is obliged to supply and perform all such works and deliverables, even if not mentioned explicitly in the Agreement but necessary for due delivery of the Products or Services, and they are included in the Price.

In case of a change in the VAT rate during the period of the Agreement, the Price shall be changed by an amount corresponding to the changed VAT rate.

The Seller may not request any increase in the Price on account of the Products or Services having required extra efforts or costs other than those anticipated. However, if the Products or Services have required less effort or cost than anticipated, the Seller is entitled to have the Price reduced accordingly.

The contracting parties have agreed expressly on the Seller to assume the risk of change of circumstances pursuant to Section 1765(2) of the CC and Section 2620(2) of the CC.

The Seller warrants that the Prices of the Products or Services are the lowest ones charged by the Seller to any other customer under similar conditions. If the Seller charges any other customer a lower price for such Products or Services, the Seller must notify the Buyer, and the Buyer is also entitled to a price reduction in an amount calculated on the basis of the price difference.

5. Payment Terms

The Seller's right to be paid the Price arises at the moment of proper delivery of the Products or Services and written confirmation of such delivery by the Buyer, usually on the delivery note or handover protocol.

The Price shall be paid under the conditions set out below on the basis of tax documents (invoices), with the date of taxable performance being deemed to be the moment of written confirmation of the delivery of the Products or Services provided by the Buyer.

The tax document (invoice) is delivered via registered mail to the Buyer's delivery address or via e-mail; other delivery of invoices shall not be accepted by the Buyer and invoices delivered in such a manner shall not be included in the Buyer's accounting records and shall not become due.

The tax document (invoice) must always contain the particulars of a tax document according to the applicable legislation, as well as (i) the serial number of the document; (ii) the Order number; (iii) the quantity of the Products delivered, the number of boxes or packages in the

shipment charged; and (iv) the bill of lading number. The invoice must be accompanied by a written confirmation from the Buyer that the Products or Services have been delivered.

If the tax document (invoice) does not contain the above-mentioned particulars or attachments or if they are stated incorrectly, or if a defective performance is invoiced, the Buyer is entitled to return such document for reworking. When returning the tax document (invoice), the Buyer shall state the reason for the return. A new due date shall commence upon receipt of a corrected or reissued tax document (invoice).

Invoices are due sixty (60) days from the date of their proper delivery. This is without prejudice to the Buyer's right to withhold a retainer or to any discount, if agreed upon.

The date of payment of the tax document (invoice) is the date on which the amount in question is debited from the Buyer's account in favour of the Seller's account.

If the Buyer, by reason of a breach of a Seller's legal obligation under any agreement entered into with the Buyer or under any legal regulation, has or is threatened with a right to compensation for damages or other harm, or a right under liability for defects or under the warranty of quality, the Buyer is entitled to withhold payment of the Seller's receivables in an amount estimated to be sufficient to protect the Buyer's rights and to settle the Buyer's claims.

6. Subject of Performance

The Seller must deliver the Products or Services in the quality and workmanship as agreed in the Agreement. Where the quality and workmanship of the Products or Services are not expressly specified in the Agreement, the Seller must perform in such quality and workmanship that are fully adequate for the purpose for which such Products or Services are supplied and, if no such purpose is agreed, then for the customary purpose.

The delivery of the Products or Services must also include any documentation necessary for the proper use of the Products or Services, customary or reasonably expected by the Buyer.

The Products and the provision of the Services must comply with all the technical requirements and technical and safety standards for the given type of performance, which include both the mandatory and recommended standards as applicable in the Czech Republic and in the country of origin of the Products.

The Products and the components used in their manufacture, as well as the materials used in the provision of the Services, must be new, unused, undamaged, and made of the highest quality materials.

If the Products or Services are supplied on the basis of samples, designs or drawings, they must conform entirely to such samples or drawings.

The Seller undertakes that (i) it will manufacture the Products and provide the Services in a timely, competent and professional manner, (ii) its personnel will have the appropriate knowledge, skills and experience necessary to perform in a competent and professional manner and, where required by law, will have the certification, licence or other authorization necessary to perform the activity.

The Buyer is entitled to audit or inspect all product- or service-related processes of the Seller at any time during the period of the Agreement. The Buyer's audit, inspection or approval of any act or process of the Seller shall not relieve the Seller of any liability for defects in the Products or Services. The results of audits or inspections at the Seller may include binding requirements of the Buyer for corrective actions to be taken.

The Seller is not entitled to entrust a third party with the performance of part or all of its obligations under the Agreement without the prior written consent of the Buyer.

The Products and the items processed in the provision of the Services must not be encumbered by any legal defects.

7. Packaging

The Seller shall (i) package the Products properly in a manner protecting the Products from all contemplated influences; (ii) mark every package with a label or tag as directed by the Buyer or in the customary manner; and (iii) furnish every shipment with documents showing the order

number, number of pieces in the shipment, number of packages in the shipment, Seller's name and identification number, and bill of lading number.

The Seller shall provide the Buyer with all instructions necessary for proper handling, processing or other use of the Products, as well as for disposal of the packaging material.

8. Delivery Date, Delivery Terms

The Seller undertakes to deliver the Products and Services within the period specified in the Order, or otherwise within the period specified in the Buyer's notice.

The Seller shall deliver (hand over) the Products or Services at the place specified in the Order, or otherwise at the Buyer's registered office, and pay all the related costs.

The Seller must promptly notify the Buyer of any facts that could jeopardize the Seller's ability to provide proper performance pursuant to the Agreement, including a forecast of the duration and effect of such facts on the performance of the Agreement.

9. Inspection of Products

The Buyer is entitled to inspect any quantity of the Products after delivery at its own discretion.

In case of finding any defect of any extent in the Products, the Buyer is entitled to reject the whole or part of the shipment and call upon the Seller to remove the rejected Products, while to the extent of the rejected Products, in case they have not been taken over by the Buyer, the Seller will lose the right to be paid the price thereof.

In such a case, the Seller shall remove the rejected Products within two (2) business days of their rejection by the Buyer. If the Seller delays the removal of the rejected Products, the Buyer is entitled to arrange for their delivery to the Seller at the latter's expense.

The risk of damage to the rejected Products shall be borne by the Seller from the moment of their rejection and the Buyer shall have no obligations with regard to the handling of the Products, including their storage.

The provisions of this Article are without prejudice to the provisions of the BTC relating to the exercise of the Buyer's rights under the liability for defects and the warranty of quality. The inspection, testing, acceptance or use of the Products shall therefore have no effect on the Seller's obligations under the liability for defects and the warranty of quality.

10. Ownership, Transfer of Risk of Damage to Property

The Buyer acquires ownership of the Products and of the tangible results of the Services at the moment of their delivery (handover).

The risk of damage to the property shall pass to the Buyer at the moment of delivery (handover) of the Products and of the tangible results of the Services to the Buyer.

11. Warranty of Quality

The Seller provides the Buyer with a warranty of quality (the "**Warranty**") for the Products and for the results of the Services under the terms and conditions set out below.

With the Warranty, the Seller guarantees to the Buyer that the Products and the results of the Services will retain the agreed, or otherwise customary, characteristics (functional, aesthetic, performance, etc.) during the warranty period and that they can be used for the agreed, or otherwise customary, purposes.

With the Warranty, the Seller further guarantees that the Products and the results of the Services (i) will meet all of the Buyer's specifications; (ii) will conform to the sample or model, if any; (iii) will be free from defects in design, workmanship and materials; (iv) will be new and not encumbered by third-party rights; (v) will be properly packaged, marked and labelled as required by the Buyer and the applicable legislation; and (vi) will not infringe the intellectual property rights of third parties.

The length of the warranty period is thirty-six (36) months from the delivery of the Product or Services to the Buyer.

The Buyer has the same rights in the event of a breach of the Warranty (the occurrence of a warranty defect) as in the case of defects covered by the Seller's liability for defects, as such

rights are defined below. Furthermore, in the event of a breach of the Warranty, the Buyer is entitled to compensation for all material and non-material losses resulting therefrom.

12. Rights Arising under Liability for Defects and Warranty

If the Products or Services are delivered with a defect or if any defect occurs within the warranty period, the Buyer has the right, at its option, (i) to have the defect removed by delivery of a new item without defect or delivery of a missing item; (ii) to have the defect removed by repair of the item; (iii) to a reasonable discount on the price; (iv) to withdraw from the Agreement; or (v) to have the defect removed by a third party or to remove the defect itself, whether by repair or by the delivery of a new item without defects or a missing item, and to claim the costs thus incurred against the Seller.

Furthermore, if the Seller is liable for the defects, the Buyer is entitled to compensation for all damages, both material and non-material.

The Buyer is entitled to notify the Seller of a defect both existing at the time of the delivery of the Products or Services and occurring during the warranty period (breach of Warranty) and to exercise the rights arising from such defects at any time during the warranty period, regardless of when the Buyer discovered the defects or when the defects should or could have been discovered by the Buyer with the exercise of professional care.

The Buyer is entitled to change its choice of rights from defects at any time until the moment of full settlement of the asserted right. The Seller shall always be obliged to remove notified defects regardless of whether or not the Seller acknowledges the same. If the Seller does not accept liability for the defects, the question of the Seller's rights arising from the removal of the defects, if any, shall only be resolved after the defects have been fully removed.

13. Breach of Contractual Obligations

If the Seller is in default in delivering the Products or Services in accordance with the Agreement, the Buyer is entitled to a contractual penalty of 0.3% of the total price of the performance under the Agreement, excluding VAT, for each even commenced calendar day of the default.

If the Seller breaches the obligation of confidentiality pursuant to Art. 15 of the BTC, the Buyer has the right to claim a contractual penalty of CZK two hundred thousand (200,000.00) per every single case of such breach.

If the Seller breaches the ban on publicity pursuant to Art. 16 of the BTC, the Buyer has the right to claim a contractual penalty of CZK two hundred thousand (200,000.00) per every single case of such breach.

If the Seller breaches the obligation of insurance pursuant to Art. 18 of the BTC, the Buyer has the right to claim a contractual penalty of CZK two hundred thousand (200,000.00) per every single case of such breach.

If the Seller breaches any other of its obligations under the Agreement, the Buyer is entitled to a contractual penalty in the amount of CZK two thousand (2,000.00) for every single case of such breach and every day during which the breach continues.

The contractual penalty arrangements are without prejudice to the Buyer's right to compensation for damages or other injury in full. Neither the agreement on nor the payment of a contractual penalty relieves the Seller of its obligation to fulfil the obligation secured by the contractual penalty.

Any claim consisting in the right of the Buyer to a contractual penalty is payable on the day following the day in which the right to the contractual penalty arose.

The Buyer is entitled to withdraw from the Agreement in the cases set out in the Agreement and, further, in the cases of (i) the commencement of insolvency proceedings in relation to the Seller or the commencement of liquidation of the Seller; (ii) the Seller's delay in delivering the Products or Services against the deadline set under the Agreement by more than ten (10) days; or (iii) an objectively imminent delay by the Seller in delivering the Products or Services by more than ten (10) days against the deadline set under the Agreement.

The Seller is entitled to withdraw from the Agreement if the Buyer is in default of payment of the price for more than ten (10) days, provided that the Seller has granted a grace period to the Buyer in writing to remedy the default, which is not less than ten (10) days following the notice.

In cases other than those mentioned above, the contracting parties are entitled to withdraw from the Agreement if such right is provided for by the legislation.

The contracting parties exclude the right of the Seller to compensation for damages arising from Buyer's breach of an obligation under the Agreement or otherwise in connection with the Agreement; this does not apply in cases of compensation for damages caused to a person's natural rights or caused intentionally or as a result of gross negligence.

14. Intellectual Property Rights

The specifications and all other materials and information provided by the Buyer shall remain the exclusive property of the Buyer. The Seller understands that the Buyer and its suppliers own all rights to the names, trademarks and service marks, and agrees that the Seller has no right to and will not use such names or marks in any manner.

The Seller grants to the Buyer, a licence (the "**Licence**") for the purpose of the Agreement in relation to all Products, results of the Services, software, projects, graphic, written, numerical and other documents, outputs and results of the Seller's performance, whether in part or in the whole (the "**Subject of the Licence**").

The Licence is agreed as (i) exclusive (Seller is not authorized to grant such License to any third party), (ii) unlimited, in particular in time, territory, quantity or otherwise, (iii) transferable to any third party (including customers of the Buyer) and (iv) irrevocable.

The Buyer acquires the rights under the Licence at the moment of delivery of the Subject of the Licence. The Buyer acquires the Licence to continue to use the Subject of the Licence in its entirety without any restriction whatsoever, provided that the Buyer is entitled to modify and/or alter and/or combine any part of the Subject of the Licence with other items and is not restricted to its use in any particular territory or for any particular period of time. The Seller grants to the Buyer, permission to exercise the right to use the Subject of the WORK Licence for all uses pursuant to Section 12 of Act No. 121/2000 Sb., the Copyright Act.

The Buyer is entitled to grant a sub-licence (to assign the Licence) to a third party to the full extent of all the licence rights specified above, and if the sub-licence is granted (the Licence is assigned) for a consideration (fee), this shall belong exclusively to the Buyer.

The Seller declares that the Subject of the Licence will not be encumbered by any third-party rights when provided to the Buyer. In the event that persons other than the Seller (in particular sub-suppliers and/or employees of the Seller) have contributed to the Subject of the Licence, the Seller shall secure the right to dispose of the Subject of the Licence and the right to grant the Licence (sub-licence) for its use to an unlimited extent (i.e., irrevocable, unlimited in time and territory and exclusive). In such a case, the Seller shall furnish to the Buyer, a contract or contracts evidencing the said right of the Seller, i.e., a licence (or sub-licence) to the Buyer, without the need to pay any sums whatsoever, and the right of the Seller to grant the Licence.

The Licence fee is included in the price. The Seller is therefore not entitled to any additional remuneration in relation to the Licence beyond the price.

15. Confidentiality Clause

All information provided or disclosed by the Buyer or Seller in connection with the Products or Services, as well as the contents of the Agreement, shall be kept confidential by the Seller.

The Seller shall not use (directly or indirectly) or disclose such information to other persons without the prior written consent of the Buyer.

These obligations shall not apply to information that (i) at the time of its disclosure was or subsequently became generally available to the public by publication or other means not constituting a breach of Seller's obligation under this Article; (ii) the Seller can establish by a written record that it was in its possession before being disclosed to it by Buyer; or (iii) was disclosed to Seller lawfully by or through a third party, and such third party has no direct or indirect duty of confidentiality to the Buyer with respect to such information. The Seller

undertakes not to use the confidential information it obtains or has obtained from the Buyer, directly or indirectly, for any purpose other than that for which it was provided.

Compliance with an obligation imposed by law shall not be considered a breach of the obligation of confidentiality.

16. Ban on Publicity

The Seller shall not advertise, publish or disclose to any third party (other than the Seller's professional advisors where such knowledge is necessary), the fact that the Seller is in a contractual relationship with the Buyer, or use the Buyer's trademarks or trade names in any press releases, advertising or promotional materials, unless the Seller obtains the prior written consent of the Buyer.

17. Indemnity

The Seller undertakes to indemnify and hold the Buyer, its suppliers, customers, users and other persons (the "**Indemnitees**") harmless against any and all injuries, losses, liabilities, demands, claims, damage, lost profits or expenses (including attorneys' fees) relating to (i) Seller's breach of any of the Seller's representations, warranties or obligations; (ii) the acts or omissions of the Seller, its officers, employees or agents (including subsuppliers and their employees and agents); (iii) claims based on alleged infringement or misappropriation of a third party's intellectual or proprietary right, including claims for royalties or license fees in connection with the purchase, use or sale of the Products or of the results of the Services; and (iv) death or personal injury, property damage or other injury or loss caused in whole or in part by the Products or Services and the results thereof. Any Indemnitee may, at their option, be represented in any dispute by their own legal representative, the cost of which shall be borne by the Seller.

The contracting parties agree on the obligation of the Seller to compensate the Buyer for any non-material damage caused to the latter in money.

18. Insurance

The Seller undertakes to maintain, at its own expense, throughout the term of the Agreement and of the Warranty and for a period of three (3) years after the expiry of the Warranty, (i) liability insurance for losses caused by operational activities (activities under the Agreement) up to an amount of insurance coverage of CZK ten million (10,000,000.00), with the maximum deductible being CZK ten thousand (10. 000,00) for each insured event and (ii) insurance of liability for losses caused by product defects up to an amount of insurance coverage of CZK ten million (10,000,000.00), with the maximum deductible being CZK ten thousand (10,000,00) for each insured event, with an insurance company operating in the Czech Republic.

The Seller shall furnish a proof of the insurance under this Article upon Buyer's request.

19. Supplier Code of Conduct

The Seller undertakes to comply with all the requirements of the ITW Group Supplier Code of Conduct, which is published at https://s25.q4cdn.com/220651370/files/doc_governance/2021/ITW-Code-of-Conduct.pdf

20. Conflict Minerals

Upon request by the Buyer, the Seller shall determine whether the Products contain tin, tantalum, tungsten, gold or other minerals that are designated as "conflict minerals" under the applicable rules of the United States Securities and Exchange Commission (the "**SEC**"). If any of the Products do not contain one or more Conflict Minerals that are necessary for the functionality or manufacture of such Products, as defined by the applicable SEC rules and interpretations, the Seller shall, upon request, confirm to the Buyer that no Product contains such Conflict Minerals. If any Product contains one or more of these Conflict Minerals, the Seller shall confirm to the Buyer, the country of origin of the Conflict Mineral or that the Conflict Mineral is from recycled or waste sources pursuant to the said terms under the applicable SEC rules. If the Seller is unable to determine the country of origin and the Conflict Mineral(s) in question are not from recycled or waste sources, the Seller shall make inquiries in good faith regarding the origin of such Conflict Minerals with its respective suppliers. Such inquiry shall be made in accordance with the currently applicable standards under the SEC rules for

conducting reasonable country of origin inquiries. If the Seller has or obtains knowledge that the Conflict Minerals necessary for the functionality or manufacture of any Products originate from a "covered country" pursuant to the SEC's Conflict Minerals Rules and do not originate from recycled or waste sources, the Seller shall make reasonable efforts to determine whether such Conflict Minerals originate from a processing facility certified by a recognized industry group as conflict-free. Such certificate requires an independent private sector audit for the smelter or certification from an independent processing facility that has obtained an independent private sector audit that is publicly available, and the Seller shall provide the Buyer with written documentation of these findings. The Seller shall also take such other action and provide such other information requested by the Buyer as is necessary for the Buyer to comply or continue to comply with applicable laws, rules and regulations relating to the Conflict Minerals. If the Seller fails to meet its obligations under this Article, the Buyer shall have the right to withdraw from the Agreement.

21. Relationship of the Contracting Parties

Nothing in the Agreement or in the course of the negotiations of the contracting parties creates or may be construed to make the contracting parties partners, agents of each other, or to authorize either party to bind the other in any way or to be liable or responsible for the obligations of the other party.

22. Force Majeure

If a contracting party is prevented from meeting its obligations under the Agreement by an extraordinary, unforeseeable and insurmountable obstacle arising independently of its will, i.e., a force majeure event (the "**Force Majeure Event**"), or if such events restrict or impair the performance of the contracting party, the affected contracting party shall immediately notify the other in writing of the Force Majeure Event.

Labour disputes, changes in the costs or availability of raw materials or components based on market conditions, or planned maintenance shutdowns do not constitute a Force Majeure Event.

No later than two (2) days after the occurrence of a Force Majeure Event, the Seller shall send a written notice describing the delay and stating the anticipated period of duration of the event.

If, as a result of a Force Majeure Event, the Seller is in danger of being in default in the delivery of the Products or Services, the Buyer shall have the right to withdraw from the Agreement affected by the Event.

The contracting parties are not liable for damages caused by failure to meet their obligations under the Agreement if such failure is due solely to a Force Majeure Event.

23. Assignment

The Seller is not entitled to assign any claim against the Buyer in connection with the Agreement to a third party, establish a lien on it, or set it off against any other mutual claim of the Buyer without the prior written consent of the Buyer.

24. Governing Law, Prorogation Clause

The Agreement and the relations following therefrom are governed by the Czech legislation, namely the Civil Code.

The contracting parties have expressly agreed on the jurisdiction of the Czech courts to hear and decide on any disputes arising from or related to the Agreement, as well as on the local jurisdiction of District Court Plzeň-město, or the Regional Court in Plzeň according to the rules of in rem jurisdiction.

25. Surviving Validity and Force

Termination of the Agreement shall not affect the provisions relating to the licence, the Buyer's rights under liability for defects and the Warranty of Quality, claims for liability for damage or other injury and claims for contractual penalties if they arose prior to the termination of the Agreement, the provisions on the protection of information, or other provisions and claims

whose nature implies that they are to continue after the termination of the Agreement. Such rights and provisions shall continue until fulfilled.

26. Severability Clause

If any of the provisions of the Agreement becomes invalid, ineffective or unenforceable, the remaining provisions of the Agreement will not be affected thereby.

The contracting parties shall promptly replace such invalid, ineffective or unenforceable provisions with other legally valid, effective and enforceable ones similar in intent and purpose to the provisions being replaced.

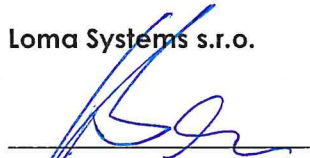
27. Miscellaneous Provisions

The contracting parties have agreed on a limitation period in relation to the Buyer's claims to be five (5) years from the date of commencement of the limitation period.

The contracting parties have agreed that the obligation created by the Agreement shall be interpreted solely according to the content of the Agreement, without taking into account any fact that occurred and/or was communicated by one party to the other prior to the execution of the Agreement.

In Dobřany, dated 15. November 2024

Loma Systems s.r.o.



David Braun, MBA
European Operations Director



Ing. Jakub Křesina
Purchasing Manager