

General Terms and Conditions of Raytech ADC, s.r.o. for Purchase of Goods and/or Services

Article I. Initial Provisions

1. The company Raytech ADC, s.r.o. having its registered office at Huštěnovská 2022, 686 03 Staré Město, company identification number 276 67 863, registered with the Commercial Register maintained by the Regional Court in Brno, section C, insert 50396, issues these General Terms and Conditions for Purchase of Goods and/or Services (the 'GTCP') to apply for all mutual contractual relationships between the company Raytech ADC, s.r.o. (the 'company Raytech ADC' or 'Raytech ADC'), and the supplier based on or in connection with a purchase order made by Raytech ADC. These GTCP apply to all above contractual relationships established between Raytech ADC as the buyer of the goods or services and the supplier.
2. The supplier understands that the delivered goods will become an integral part of the performance of Raytech ADC towards its customers and that the purpose of the deliveries is to allow Raytech ADC the proper performance of its obligations towards its customers.
3. Any terms and conditions, forms or other documents issued solely by the supplier shall not apply to the contractual relationship between Raytech ADC and the supplier.

Article II.

Purchase Order, Conclusion of a Contract and its Individual Parts

1. A contract is made based on a purchase order (or a call-off order, both hereinafter referred to as a 'purchase order') and its following acceptance.
2. If purchase orders are made in writing, the purchase order is accepted, and contract made upon Raytech ADC obtaining a copy of the purchase order signed by the supplier or a person authorised by the supplier to act on their behalf or upon Raytech ADC obtaining a non-conditional confirmation of the supplier's acceptance of the purchase order.
3. These GTCP expressly exclude the conclusion of a contract if a confirmation of the purchase order or another proposal for the conclusion of a contract are received derogating from the purchase order, including a non-substantial derogation from the original purchase order, with the exception of cases when expressly approved so in writing by Raytech ADC.
4. Raytech ADC reserves the right to revoke its purchase order if the supplier fails to confirm the purchase order within 7 days of its issuance.

Article III. Form and Contents of the Contract

1. The supplier acknowledges that usual commercial practices do not take precedence over the applicable legislation. The applicability of Sec. 1799 and Sec. 1800 of Act no. 89/2012 Sb., the Civil Code, as amended (the 'Civil Code'), regarding standard form contracts is excluded.

2. Any contract made between the supplier and Raytech ADC includes the purchase order of Raytech ADC, these GTCP as amended, technical documents, Raytech ADC's specification, documents under paragraph 3 of this Article III and all amendments made between the supplier and Raytech ADC in writing, if any.
3. Upon the conclusion of a contract under Article II paragraph 1 of the GTCP, the Quality Agreement and the Code of Conduct for Business Partners shall become an integral part thereof. The supplier represents to have read these documents and to comply with the respective obligations thereunder. The Quality Agreement and the Code of Conduct for Business Partners are available at Raytech ADC's webpage: <https://www.rayservice.com/download/>.
4. Any contracts under Article II paragraph 1 of the GTCP as well as any amendments and supplements thereof must be made in writing and signed or confirmed in writing by Raytech ADC. Written form is also maintained if the contract (purchase order, acceptance) is made by means of an electronic mail or letter.

Article IV. Subcontractors

1. If not excluded under the respective contract, the supplier may use subcontractors for the performance of their partial obligations. Should the supplier intend to assign to the subcontractor a substantial part of its contractual performance, the supplier may do so only based on the prior consent of Raytech ADC made in writing.
2. The supplier is fully liable for the defective performance, breach of contract or any other mistakes on the part of its subcontracts. By assigning any tasks under the contract or a part thereof to subcontractors, the supplier may not free themselves from their obligations. The supplier must ensure that the subcontractors meet the same conditions and comply with all mutual provisions agreed by Raytech ADC and the supplier.
3. If requested, the supplier must present Raytech ADC with a list of its subcontractors involved in the performance of the contractual obligations. In the list, the supplier must state the name of the subcontractor and specify the exact work and the scope thereof which the subcontractor is performing.
4. Raytech ADC may ask the supplier to change the subcontractor.

Article V. Quality Requirements regarding the Suppliers

1. Materials that are subject to expiration must be delivered with an expiration period valid for at least 12 months from the delivery to the registered office of Raytech ADC. Materials with an expiration period shorter than 12 months must be delivered while maintaining at least 75 % of the total expiration period at the time of delivery to the registered office of Raytech ADC. The supplier's failure to meet the above requirements is deemed as a defect of the goods and Raytech ADC may assert its rights resulting from defective performance under Art. X of these GTCP.

2. If the material is delivered in cutting lengths, the supplier must deliver the material in an uninterrupted length according to the purchase order (except for cases where this is not possible due to the maximum length of the material on the coil). If the requested length of material is delivered but divided into more lengths, Raytech ADC may refuse to accept the delivery or a part thereof. If Raytech ADC decides to take over such delivery, it may assert its rights resulting from defective performance under Art. X of these GTCP.
3. The Suppliers are responsible for the quality of the supplied parts and materials. The standards of the EN ISO 9000 series, or, if relevant, other internationally recognised regulations or standards (e.g. ČOS, AS 9100, TS 16949), shall serve as a systematic tool for quality assurance.
4. The fact that Raytech ADC carries out initial checks of the purchased products does not free the supplier from their liability to perform their own final quality checks.
5. In cases where a statistical takeover by comparison is used during the initial check and a poor-quality part is found, Raytech ADC may return the entire delivery to the supplier for sorting such parts. If such sorting is carried out by Raytech ADC, it may charge the supplier the related costs under Art. IX paragraph 9 of these GTCP.
6. In case of special requirements regarding the quality of the supplied products, these requirements will be indicated in the enquiry or the order or, as the case may be, the quality will be specified in the particular contract. If the supplier enters into a contract containing the specific requirement, the supplier agrees to meet such requirement during the whole term and performance of the contract.
7. The supplier must implement and maintain suitable methods and processes to minimise the risk of delivery of fake parts and materials. If the supplier finds out that the delivery contained or might have contained fake parts and materials, the Supplier must inform Raytech ADC immediately.
8. If the supplier ascertains that it might be no longer able to deliver to Raytech ADC the goods that Raytech ADC purchased/enquired from the supplier in the previous period, the supplier must notify Raytech ADC of this situation with sufficient time in advance. Raytech ADC has the right to buy sufficient quantity of such goods from the supplier in good time and the supplier is obliged to offer and deliver such goods to Raytech ADC.
9. With regard to the line of Raytech ADC's business and the necessity to meet high quality requirements, the supplier assures Raytech ADC that the goods are always traceable to its original manufacturer and the supplier must state the name of the original manufacturer to Raytech ADC if so requested.

**Article VI.
Evaluation of Suppliers and Audit**

1. Raytech ADC is certified according to the standard AS 9100. In order to meet the requirements thereunder. Raytech ADC evaluates its suppliers of the individual components affecting the final quality of products as follows:
 - a) Evaluation of the supplier based on the 'Supplier Evaluation Questionnaire'. This questionnaire serves

as the primary source of fundamental information regarding the supplier and supplier's quality management system. The questionnaire is sent to the supplier periodically.

- b) Evaluation of the supplier based on the *quality of deliveries (based on VDA 2)*. Every delivery is evaluated according to three criteria - delivery in due time, quality and completeness. Based on the classification of these three criteria, a summary evaluation of the supply is made as follows:
 - A – all criteria evaluated with an A
 - B – one criterion evaluated with a B
 - C – one criterion evaluated with a C
 - D – one criterion evaluated with a D.

2. Once every 6 months, a summary evaluation of deliveries is made, and the suppliers are informed about the results via a letter or an email with a breakdown of all deliveries made within the evaluated period. The summary evaluation is either A, B or C. In the event of a lower result of the evaluation (B or C), the supplier will be requested by a letter or an email to resolve the situation and to notify Raytech ADC regarding the intended rectification measure within 10 days after obtaining the evaluation including the statement of the deadline for such measure becoming effective.
3. In order to verify the information stated in the 'Supplier Evaluation Questionnaire' or based on the lower result of evaluation of deliveries (also in the course of the evaluated period) or in order to verify the effectiveness of the rectification measures, Raytech ADC may perform an audit at the supplier's address. For audits included in the Program of Supplier's Audits for the set period, the plan of the audit is sent to the supplier at least 14 days prior to the audit being carried out. For unscheduled audits (e.g. if the quality of deliveries is reduced), the audit plan must be sent to the supplier at least 3 days prior to the audit.
4. The supplier must respond to the established deficiencies by creating a plan of measures for removing the deficiencies and to implement them within the set period. The supplier will inform Raytech ADC about the result of such measures and Raytech ADC may carry out a verification audit.

**Article VII
Terms of Delivery, Passing of Risk and Title, Intellectual Property Protection**

1. The determination of the shipping route, mode of transport, means of transport and packaging method is fully at the discretion of Raytech ADC.
2. Unless provided for otherwise by the parties, the applicable term of delivery regarding the obligations related to the transport, transportation costs and passing of risk of damage to the contractual goods is DAP registered office of Raytech ADC INCOTERMS 2020.
3. Raytech ADC acquires the ownership to the goods upon their acceptance under Art. VIII.
4. The supplier declares itself to be authorised to use all potential results of activities protected by industrial or other intellectual property rights used for the supplier's performance.
5. If any part of the Supplier's performance is protected by industrial property or other intellectual rights (in particular if it fulfils the characteristics of a copyrighted work, patent or a

utility model), the Supplier's performance also includes within the agreed price a licence to the benefit of Raytech ADC within the scope corresponding to the purpose of the delivery, in particular a licence enabling a further use of the contractual performance for the performance of Raytech ADC towards its own customers.

6. If the supplier breaches any industrial or intellectual property rights of third persons for its performance and such third person makes claims thereunder against Raytech ADC, the supplier must settle any financial consequences at their own expense including the potential compensation for damage or unjust enrichment.

**Article VIII.
Acceptance of Goods**

1. Raytech ADC shall inspect the goods within the period under Art. X paragraph 2 and accept the goods at its own discretion.
2. If the goods are defective upon delivery, Raytech ADC is not obliged to accept them and may at its own discretion:
 - a) refuse the goods; this is without prejudice to the supplier's obligation to deliver the contractual goods;
 - b) instruct the supplier to rectify the goods immediately, but no later than within 14 calendar days, or to deliver new goods at the expense and risk of the supplier. If this is objectively not possible, the supplier must inform Raytech ADC immediately and Raytech ADC shall after consulting with the supplier set the new deadline for delivery. Any claims made by Raytech ADC under Art. XII of the GTCP remain unaffected.
3. Raytech ADC is not obliged to accept partial performance or, if the case may be, a higher amount of performance than agreed and may refuse such performance without freeing the supplier from their obligation to deliver properly and in the agreed time. Should Raytech ADC accept such performance, it may claim from the supplier compensation for all expenses related with such performance.
4. Performance prior to the agreed date of delivery is possible solely on the basis of a prior consent of Raytech ADC made in writing. If the supplier provides early performance without such a prior consent, Raytech ADC reserves the right to:
 - a) fully or partially refuse the early delivery, without freeing the supplier from their obligation to deliver properly and in the agreed time;
 - b) exceptionally accept the early delivery in full or in part thereof.

If Raytech ADC accepts early performance under this paragraph, be it based on its prior written consent or under lit. b) of this paragraph, the supplier may issue the invoice for the early performance at the moment of the agreed delivery date at the earliest. In the event of an early performance, Raytech ADC may request that the supplier reimburse any expenses incurred by Raytech ADC in connection with the early performance. Provisions regarding defective or partial performance remain unaffected.

**Article IX
Terms of Payment**

1. The supplier is obliged to charge the price agreed by the parties in the respective contract based on a duly provided and accepted performance.
2. Any correspondence, invoices, delivery notes, emails etc. must include the full number of the purchase order and the specification of the supplier.
3. Invoices issued by the supplier must meet all statutory requirements for tax documents under the applicable legislation.
4. The supplier must send the invoice electronically to the email address fakturace@rayservice.com. The maturity of the invoice starts upon its delivery to the email address stated herein provided that the invoice meets all requirements under paragraph 3 herein. The maturity date is the date stated in the purchase order even if the invoice contains a different date.
5. Raytech ADC is not obliged to pay any further charges for packaging, transport or insurance which are not expressly stated in the contract.
6. Unless expressly approved so by Raytech ADC, the supplier may not assign or pledge any of its claims against Raytech ADC.
7. Raytech ADC may unilaterally off set its due or outstanding claims against the supplier against any due or outstanding claims of the supplier against Raytech ADC
8. Any claims of the supplier shall not become due prior to Raytech ADC having verifiable and correct tax documents at its disposal.

**Article X.
Rights under Defective Performance and Warranty**

1. The supplier must deliver due performance, i.e. the performance must meet the conditions under the respective contract including all its parts including but not limited to these GTCP, the Quality Agreement and the technical specification of Raytech ADC.
2. If the accepted performance shows defects under paragraph 3 of this Article, Raytech ADC may make a complaint about it in writing within the contractually agreed period for making complaints which is for apparent defects 12 months after the acceptance of the delivery by Raytech ADC. For hidden defects, the period for making complaints is 10 years after the acceptance of the delivery.
3. Raytech ADC may make complaints about the goods due to both apparent and hidden defects. If a defect of the goods occurs within the time period specified under paragraph 2 of this Article and Raytech ADC complains about the defect in good time, the defect is presumed to have already existed upon the passing of the risk of damage.
4. The occurrence of any defect is deemed to constitute a substantial breach of the contract. Therefore, Raytech ADC is always entitled to:
 - a) the removal of the defect by a delivery of a new faultless performance or by delivery of the missing performance;
 - b) removal of the defect by repair;
 - c) an adequate discount from the agreed price;
 - d) withdraw from the contract.

5. Raytech ADC shall choose the option under paragraph 4 herein within 1 month after making the complaint under paragraph 2 of this Article.
6. If Raytech ADC accepts defective goods, it is not obliged to pay the price for the goods or, if the case may be, the respective outstanding part of the purchase price until the defect has been fully removed or substitute goods delivered. The same applies if lower quantity or different goods than agreed are delivered.
7. Any claims of Raytech ADC are excluded if the damage was caused by its fault as a result of a breach of instructions for use, maintenance or assembly, through incorrect or unprofessional use, or as a result of an incorrect or negligent handling or an improper repair.
8. In the case of complaints, the supplier must inform Raytech ADC about the mode of resolving the complaint within 3 days including the new date of the substitute delivery for the goods subject to the complaint. If insufficient quality was the reason for the complaint, the supplier must notify Raytech ADC about the cause of the defective delivery within 7 days and propose rectification measures.
9. If the complaint made by Raytech ADC is found justified, Raytech ADC may charge the supplier the expenses incurred by Raytech ADC in connection with such complaint; for the determination of such expenses, a flat-rate of 300 EUR per 1 hour shall be used.
10. Any matters relating to rights resulting from defective performance not provided for by these GTCP are subject to the Czech Civil Code.
11. The supplier provides warranty for a due performance of its deliveries, i.e. the deliveries
 - a) comply with the contract made between the supplier and Raytech ADC;
 - b) are suitable for the purposes stated by the supplier;
 - c) are free of any defects (apparent or hidden) regarding its design, materials and make;
 - d) are provided with adequate care and professional expertise;
 - e) comply with the generally recognised business practices and standards in the respective field of business;
 - f) comply with all applicable legislation.
12. If Raytech ADC complains within the period under paragraph 2 herein about a defect consisting of the breach of paragraph 11 lit. a) to f) herein, the supplier must immediately after receiving the complaint:
 - a) reimburse the price of the performance affected by the defect which is the subject of the complaint or
 - b) repair the defective performance or deliver a substitute faultless performance at the supplier's own expenses and risk;at the full discretion of Raytech ADC.
13. If the supplier fails to remove the defect immediately under paragraph 12 herein, Raytech ADC may remove the defect in an alternative way. The supplier must reimburse to Raytech ADC any reasonable expenses incurred by

Raytech ADC in connection with the removal of such defect within 14 days after the receipt of the respective invoice of Raytech ADC.

14. Beyond the scope of the above liability for defects, the supplier provides Raytech ADC with a quality guarantee ('guarantee') for the period of 24 months starting as of the date of Raytech ADC's acceptance of the respective delivery under Article VIII ('guarantee period'). By providing the guarantee under the provisions of the Civil Code, the supplier guarantees that the goods will retain their functions and performance during the guarantee period if used for the adequate purposes. For asserting guarantee claims, the provisions of this Article regarding the removal of defects under the liability for defective performance shall be used with the necessary modifications. When removing guarantee defects, the supplier must provide Raytech ADC with maximum cooperation.
15. In the event of defects, Raytech ADC must take such measures which will lead to a mitigation of costs on the supplier's part and which can be reasonably expected from Raytech ADC.
16. When removing defects, the supplier must provide Raytech ADC with maximum cooperation which can include, among other things, the obligation of the supplier to remove the defect at the actual location of the defective part or other performance without any limitation as to the distance from the registered office of Raytech ADC. The supplier understands that its goods, as part of the performance of Raytech ADC towards its customers, can be located anywhere in the world.

Article XI. Default

1. The contractual performance must be delivered in the agreed time or according to the schedule agreed in the contract. Rules for earlier performance prior to the agreed date are governed by Article VIII of these GTCP.
2. Any default of the supplier with delivering the contractual performance constitutes a substantial breach of the contract and Raytech ADC may withdraw from the contract to the extent of the supplier's default regarding the fulfilment of their obligations. Claims of Raytech ADC under Article XII of the GTCP remain unaffected.

Article XII. Liability

1. In the event of a default or defective performance, the supplier must reimburse any direct or indirect damage, regardless of its form as to the actual damage or loss of profit or any other loss incurred in connection with such performance.
2. As the deliveries of the supplier become part of Raytech ADC's performance towards its own customers, the supplier is also liable for any direct or indirect damage or other loss caused to the customers of Raytech ADC or third parties incurred as a result of the supplier's breach of obligations. If any claims for compensation of such damage or loss are asserted against Raytech ADCs, the supplier must reimburse Raytech ADC in full.
3. If the supplier is in default with the delivery of goods under Article XI, Raytech ADC may charge a contractual penalty in the amount of 0.5% of the total price of the performance for every commenced day of default; this contractual penalty is limited to 30% of the total price of the performance.

4. Raytech ADC may unilaterally off set its claim for the payment of the contractual penalty against the claim of the supplier for the payment of the purchase price.
5. The payment of a contractual penalty is without prejudice to the claim of Raytech ADC to be compensated by the supplier for damage or any other loss. The obligation to pay the contractual penalty remains effective even if the contractual obligation was terminated.
6. If, in individual cases of the supplier's breach of obligations, Raytech ADC does not pursue its rights under this Article, such fact must not be interpreted as waiver of any further or future claims of Raytech ADC regarding the supplier's breach of obligations.
7. For the duration of the cooperation between the supplier and Raytech ADC, the supplier must maintain liability insurance for damage caused by the supplier with a payment claim adequate to risks resulting from their business activity, however in the minimum amount of CZK 20,000,000. If required, the supplier must provide Raytech ADC with the insurance certificate as soon as possible.

**Article XIII.
Force Majeure**

1. Force majeure events shall mean in particular circumstances that occurred after the conclusion of the contract as a result of unpredictable, extraordinary and unavoidable events such as natural disasters.
2. If a party is prevented from performing its contractual obligations for the above reasons, such party must immediately notify the other party thereof and sufficiently prove that the respective force majeure event was the main reason for preventing the party to fulfil its obligations.
3. In particular but not limited to, the following events may not be generally considered as force majeure events: strike at the supplier's business, strike of freight forwarders, delay of subcontractors, accidental occurrence of material defects.

**Article XIV.
Confidentiality and Personal Data Protection**

1. The supplier must keep the content of the contract between the supplier and Raytech ADC confidential. All documents related to the performance of the contract including the contract itself are a business secret of Raytech ADC and the supplier undertakes to prevent any direct or indirect dissemination of such information.
2. The confidentiality obligation applies regardless of the fact that a contract has been made or not and shall remain valid even after the potential termination of the contract. The confidentiality obligation applies both to information obtained prior to the conclusion of the contract and after its termination.
3. Without a prior consent of Raytech ADC, the supplier may not disclose or advertise the mutual business relationship with Raytech ADC or use it for marketing purposes.
4. The supplier declares that in order to meet the due fulfillment of its obligations, it is not necessary to process personal data in a way which would require the conclusion of a data processing agreement under Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ('GDPR'). If this is not the case, the supplier must inform Raytech ADC about the necessity to

conclude a data processing agreement and to set the necessary scope of personal data subject to processing.

**Article XV.
Technical Documents**

1. Raytech ADC reserves all ownership and intellectual property rights to all drawings, technical solutions, templates, technical descriptions, calculations, sketches and other documents provided to the supplier in connection with the performance of the contract.
2. Without a prior written consent of Raytech ADC, the supplier may not disclose the technical documents to any third parties or share or use them. This limitation also applies to all items and goods manufactured based on the technical documents.
3. If no contract is made, the supplier must return all technical documents to Raytech ADC.
4. Technical documents are intended solely for the performance of the contract between the supplier and Raytech ADC. Technical documents must be returned to Raytech ADC immediately after the performance of the contract.
5. Technical documents attached to the purchase order, e.g. packing, marking and delivery instructions, form an integral part of the contract and are binding for both parties.
6. Upon obtaining the purchase order and technical documents, the supplier must check the completeness and correctness of the documents and verify the feasibility of the purchase order; when doing so, the supplier must consider all expenses that may be incurred during the performance of the purchase order. The supplier must immediately notify Raytech ADC of any shortcomings.

**Article XVI.
Conduct of the Suppliers**

1. Within the performance of its contractual duties and obligations, the supplier undertakes not to perform any acts which would directly or indirectly violate the applicable laws and regulations and not to permit any criminal activity or illegal conduct. The supplier shall in particular refrain from any bribery, breach of any fair competition practices, unfair competition, breach of intellectual property rights, breach of employment legislation and other illegal conduct.
2. The supplier must ensure that the above principles are also followed by the members of its governing body, members, shareholders, directors and other persons participating in the supplier's management.
3. The supplier must inform Raytech ADC of any criminal or administrative proceedings conducted against the supplier due to its illegal conduct during its business activities (or, if applicable, due to the illegal conduct of persons stated in paragraph 2) carried out during the existence of the business relationship, in particular concerning the breach of binding fair competition practices or anticorruption rules.
4. When performing its business activities, the supplier is obliged to ensure compliance with all international sanctions which may apply to its activities. International sanctions mean any financial sanctions, trade embargos or other restrictions introduced by the UN, EU or the Czech Republic, or if the case may be, by any other country, if such sanctions are applicable to the supplier's business activities. The supplier expressly declares not to be

- a Russian citizen or an individual or legal entity having its registered office in Russia,
 - a legal entity owned directly or indirectly by more than 50% by a person under the above bullet point, or
 - an individual or legal entity acting on behalf of or based on an instruction of a person stated in the above bullet points.
5. If the supplier is subject to Regulation (EU) 2017/821 of the European Parliament and of the Council of 17 May 2017 (the 'Regulation') or the delivered goods contain conflict minerals under Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, the supplier must comply with the due care obligations within the supply chain and to ensure the traceability of the conflict minerals within its supply chain. If requested, the supplier must provide Raytech ADC with a declaration of the manufacturer regarding the origin of the conflict minerals.
 6. Raytech ADC selects its supplier carefully and continuously monitors the quality of its supply chain as well as selected indicators at all suppliers in order to evaluate potential risks of the cooperation. The supplier must provide Raytech ADC with the necessary cooperation and if requested deliver the requested information and related documents. If the supplier fails to provide the cooperation or Raytech ADC establishes negative findings about the supplier which significantly prevent the existence of business cooperation, Raytech ADC may unilaterally withdraw from the contract with immediate effect.
 7. Raytech ADC pays great attention to the compliance with the applicable legislation, observation of human rights, sustainability, environment protection, fair competition practices and business conduct, rules regarding the trade with goods subject to controls and respect of intellectual property rights. The basic principles including the requirement to implement the necessary measures into practice by the supplier are specified in more detail in the Code of Conduct for Business Partners.
 8. Conduct of the supplier contrary to the aforementioned principles and the Code of Conduct for Business Partners entitles Raytech ADC to terminate the cooperation with the supplier and unilaterally withdraw from the contract with immediate effect.
 9. If significant changes occur at the supplier (e.g. change of the production location, loss of certification, a substantial change in ownership structure etc.), the supplier must inform Raytech ADC immediately. If the respective change will, at the sole discretion of Raytech ADC, have a negative impact on the business cooperation, Raytech ADC may unilaterally withdraw from the contract with immediate effect.

**Article XVII.
Environmental protection**

1. The supplier must abide by all environmental protection laws.
2. In particular, the supplier must comply with Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 (the 'REACH Regulation') and Directive 2011/65/EU of the European Parliament (the 'RoHS 2 Guideline'), including the Czech government regulation no. 481/2012 Sb., on the restriction of the use of certain hazardous substances in electrical and electronic equipment.
3. Should the delivered goods not be compliant with the REACH Regulation or RoHS 2 Guideline effective upon delivery, the supplier must inform Raytech ADC of this fact at the email address reach@rayservice.com. If no such notification is sent to the address, it will be automatically presumed that the delivery complies with the RoHS 2 Guideline and does not contain any substances stated in Annex XIV to the REACH Regulation.

4. If the delivered goods contain substances or mixtures which are classified as hazardous under Regulation (EC) No 1272/2008 of the European Parliament and of the Council of 16 December 2008 on classification, labelling and packaging of substances and mixtures (the 'CLP Regulation'), it must be delivered with complying packaging and labelling. The supplier must include the respective safety data sheet with the offer. If the supplier fails to label the hazardous substances and mixtures properly under the CLP Regulation or to provide the safety data sheet, Raytech ADC reserves the right to refuse the acceptance of such delivery for safety reasons and to suspend all related payments until such shortcomings have been resolved. The liability for damage caused by such a delivery, including damaged health, and the compensation costs shall be borne by the supplier.

**Article XVIII.
Termination of the Agreement**

1. In the following cases, Raytech ADC may withdraw from the contract with immediate effect upon sending the supplier a written notification:
 - a) anytime based on its own discretion,
 - b) in the event of the supplier's substantial breach of the contract, e.g. repeated delay in delivery of the goods or the breach of any obligations under Articles VII., X., XIV., XVI. or XVII of the GTCP,
 - c) if the supplier has limited its activities or production to an extent endangering a further performance of the contract,
 - d) insolvency or other similar proceedings have been initiated against the supplier,
 - e) the supplier has entered liquidation,
 - f) the supplier's breach of any obligation under the contract, the GTCP or other documents incorporated into the contract,
 - g) if the supplier has been convicted of a criminal offence under Act no. 41/2011 Sb., regarding the Criminal Liability of Legal Entities, as amended,
 - h) a member of a governing body or an individual-entrepreneur has been convicted with a final effect of a criminal offence conducted in connection with the registered line of business of the supplier.
2. If Raytech ADC withdraws from the contract under paragraph 1 lit. a) of this Article, it shall reimburse the supplier the expenses reasonably incurred for the expected performance under the contract as compensation.
3. Raytech ADC may terminate contracts with a permanent or repeated performance anytime, without stating reasons, with a notice period of 1 month starting as of the first day of the month following the month when the notice of termination was delivered to the supplier.

**Article XIX.
Applicable Law and Jurisdiction**

1. These terms and conditions, all rights and obligations of the parties under these terms and conditions and the respective contract, as well as all relationships established by the parties under the contract and these terms and conditions or relating relationships, are governed by the laws of the Czech Republic with the exclusion of the collision norms provided for by the legislation of the Czech Republic. The parties expressly exclude the applicability of the United Nations Convention on Contracts for the International Sale of Goods (the Vienna Convention) to their relationship under Article 6 thereof and choose the laws of the Czech Republic to be the applicable law for their contractual relationship. In case of disputes regarding the contract or any other relationship established by or related

to the contract, the parties agree that the first-instance court holding local jurisdiction shall be the court according to the registered office of Raytech ADC.

**Article XX.
Effectiveness**

1. These General Terms and Conditions for Purchase become effective as of 1 March 2024.