

General Terms and Conditions of I&C Energo a.s. valid from 1/1/2024

for the Execution of Work and/or Delivery of Services (Sale)

1 GENERAL PROVISIONS

- 1.1 These General Terms & Conditions (hereinafter referred to as the "GTCs") shall be interpreted within the meaning of Section 1751 of Act No. 89/2012 Coll., the Civil Code, as amended, (the "Civil Code") and shall apply to contractual relationships during the execution of work between I&C Energo a.s., Pražská 684/49, 674 01 Třebíč, incorporated in the Commercial Register kept by the Regional Court in Brno, Section B, File 4153 (hereinafter referred to as the "Contractor") and the customer (hereinafter referred to as the "Customer").
- 1.2 The subject of the contractual relationship is the Contractor's obligation to execute, at its expense and risk, the work for the Customer and the Customer's obligation to accept this work and pay to the Contractor the price in accordance with the respective contract/purchase order.
- 1.3 These T&C shall be binding upon the Customer and the Contractor and shall form a part of every respective contract or purchase order. The Parties exclude the application of the Customer's terms and conditions for this contract, unless expressly accepted by the Contractor. For the avoidance of doubt, if the Customer's general terms and conditions apply besides these GTCs, these GTCs shall prevail in case of any discrepancy.
- 1.4 Any departures from the T&C shall only become effective if agreed upon in writing in the respective contract/purchase order. The provisions of the respective contract/purchase order shall prevail over these GTCs. The rights and obligations of the contracting Parties not regulated in the relevant contract/purchase order or in these GTCs are governed by applicable legislation.

2 CONTRACTUAL RELATIONSHIP

- 2.1 The work (execution of work and/or services) (hereinafter referred to as the "Work") shall be executed based on a contractual relationship concluded between the Customer and the Contractor as the result of:
 - conclusion of a written contract between the Customer and the Contractor (i.e., its signing by both Parties);
 - written confirmation of the Customer's written purchase order by the Contractor; or
 - unconditional written confirmation of the Contractor's written proposal by the Customer.
- 2.2 The Work shall be specified in the respective contract/purchase order. Unless additional conditions are agreed in the respective contract/purchase order, the Contractor shall perform the Work to such an extent and quality as to ensure that the Work serves the purpose for which the Work is usually intended.

- 2.3 When negotiating the individual contracts/purchase orders, the Customer is expected to be familiar with and to agree to these GTCs.
- 2.4 These GTCs shall become part of the contract/purchase order no later than at the time of conclusion of the respective contract, confirmation of the Customer's order by the Contractor, or unconditional confirmation of the Contractor's offer by the Customer. Response to the Contractor's proposal in accordance with Section 1740(3) of the Civil Code with an amendment or a deviation shall not constitute acceptance of a proposal for a contract, even if it does not change the conditions of the purchase order materially.

3 RIGHTS AND OBLIGATIONS OF THE PARTIES

- 3.1 The Contractor shall proceed independently in the execution of the Work and in accordance with all applicable legal provisions, the contract/purchase order and the submitted supporting documentation, documents, and information from the Customer.
- 3.2 The Contractor is entitled to use subcontractors for the execution of the Work. In that case, however, the Contractor shall be liable to the Customer for the execution of the Work or part thereof to the same extent as if the Contractor executed the Work or its part by itself.
- 3.3 All deliveries and activities beyond the scope of the Work as defined in the respective contract/purchase order shall only be provided by the Contractor on the basis of a written agreement with the Customer as additional deliveries (additional work).
- 3.4 If a cooperation of the Customer is required for the execution of the Work (e.g., by submitting documents, supporting documentation, information, items, decisions of administrative bodies, presence at the place of the execution of the Work, ensuring approach and access to the place of the execution of the Work, etc.) and the Customer fails to provide the required cooperation properly and in a timely manner, the period of the execution of the Work is extended by the Customer's delay due to the late provision of its cooperation. If the Customer fails to provide the required cooperation to the Contractor within the period specified by the Contractor for this purpose, the Contractor is entitled to withdraw from the contract/purchase order and demand from the Customer the price of work performed for the Customer as of the date of the withdrawal, which is without prejudice to the entitlement of the Contractor to compensation for damage suffered.
- 3.5 Prior to the commencement of the Work, the Contractor is obliged to ascertain whether hidden obstacles do not prevent the proper execution of the Work. Their possible existence shall be notified without undue delay to the Customer and propose an alternative solution. In this case, the deadlines for the execution of the Work are extended. In the event that hidden obstacles could not be ascertained before the Work is commenced and the Contractor shall notify the Customer of their existence without undue delay, the deadline of the execution of the Work shall also be extended by a period starting from the date of delivery of the Contractor's written notification of such obstacles to the Customer and ending on the day when these obstacles are completely removed.
- 3.6 The Contractor shall draw the attention of the Customer to the non- appropriate nature of supporting documents or items

forwarded to it by the Customer for the execution of the Work or of the information provided to it by the Customer for the same purpose (hereinafter referred to as “Deficiencies”), however, only if the Contractor could ascertain these Deficiencies by exercising the necessary care. The Customer undertakes to remove the identified Deficiencies immediately, or to notify the Contractor in writing within 3 (three) working days from the date of delivery of the Contractor’s notification that it insists on the Work execution using the submitted documents or items or according to the information provided. Until the Customer removes the Deficiencies or informs that it insists on the Work execution according to the submitted documents, items and/or information, the Contractor is obliged to suspend the Work execution to the extent affected by the Deficiencies and the period of the Work execution shall be extended by such period.

- 3.7 If required by applicable law, the Contractor shall keep an installation logbook from the date of taking over the place of execution (hereinafter referred to as the “Installation Logbook”). All facts decisive for the execution of the Work or related to the Work according to the relevant contract/purchase order shall be recorded in the Installation Logbook.

4 PLACE OF EXECUTION

- 4.1 The place of execution shall refer to the place specified for the Work execution, including equipment/facilities installed in the place of execution (or construction site).
- 4.2 Prior to the commencement of the Work execution, the Customer shall allow the Contractor on its request to inspect the place for the Work execution or otherwise provide the Contractor with all necessary cooperation to establish the conditions for the Work execution.
- 4.3 The Customer shall determine the access routes to the place of execution for the Contractor and provide connection points of energy and media for the execution of the Work, the Customer will also mark in writing the sections that require special measures in terms of fire protection, hygiene, and protection against environmental influences require special measures in terms of fire protection, hygiene, and protection against environmental influences
- 4.4 The place of execution shall be handed over and accepted between the Customer and the Contractor based on a written handover report signed by both Parties, or on an entry in the Installation Logbook.

5 LEGAL OWNERSHIP AND RISK OF DAMAGE TO THE WORK

- 5.1 Legal ownership of the Work or any deliveries within the Work, i.e., supplies of materials, equipment, and materially detectable results of provided services and works, passes from the Contractor to the Customer at the time of their full payment by the Customer.
- 5.2 The risk of damage to the Work shall be borne by the Contractor until the date of signature of the handover report by both Parties. However, if the Customer is in delay with the acceptance of the Work, the Customer shall bear the damage to the Work, from the day when the conditions for handing

over and acceptance of the Work were met according to the last sentence of clause 7.3 hereof.

6 COMPENSATION FOR DAMAGE

- 6.1 The Customer shall compensate the Contractor for damage caused by the Customer to the Contractor in connection with any breach of obligation stipulated in these GTCs, the respective contract/purchase order, applicable legislation, or compensation for any other damage that occurs in connection with the execution of the Work. Compensation for damage suffered by the Contractor includes real damage, loss of profit, and compensation for non-material damage. The Contractor's right to compensation for damage under this paragraph shall not be affected by the payment of a contractual penalty by the Customer.
- 6.2 The Contractor’s total liability for breaching the contract/purchase order shall be limited by the maximum amount of 30 % of the price for Work.

7 EXECUTION AND COMPLETION OF THE WORK

- 7.1 In case that employees of both the Customer and the Contractor or its subcontractors perform their tasks at one workplace, the Customer and the Contractor agree that pursuant to Section 101(3) of Act No. 262/2006 Coll., the Labour Code, as amended, the Customer shall coordinate occupational health and safety measures and procedures for their assurance. Prior to the commencement of the Work execution, the Customer and the Contractor shall mutually communicate to each other information on risks resulting from their activities.
- 7.2 The Work shall be completed when its ability to serve its purpose is demonstrated.
- 7.3 When the Work or its individual parts is (are) completed, the Work, or its individual parts, shall be handed over to the Customer, on which the handover and acceptance report of the Work, or its individual parts shall be signed by both Parties (hereinafter referred to as the “Handover Report”). The Handover Report must state whether the Work or part thereof has been accepted by the Customer or not. The Customer has no right to refuse to accept the Work or individual parts thereof for isolated minor defects, which in themselves or in conjunction with others do not prevent the use of the Work or its individual parts, or do not it significantly limit its (their) use. If the Work or parts thereof is (are) handed over with minor defects or outstanding work, the content of the Handover Report shall also include the explicit determination of defects, deadlines, and methods of their removal. If the Customer, contrary to these GTCs, fails to sign the Handover Report during the handover procedure and/or contrary to these GTCs refuses to accept the Work or parts thereof, it is considered for the purposes of these GTCs that the Handover Report was signed by the Customer on the day of the commencement of such handover procedure and that the Work or parts thereof was (were) taken over by the Customer on this day.
- 7.4 The Work shall be executed if it is completed and handed over to the Customer, i.e., if the Handover Report is signed by both

Parties, or if the conditions for handing over and taking over the Work were met according to the last sentence of clause 7.3 hereof.

- 7.5 If the Contractor prepares the Work or its individual parts to be handed over before the agreed completion date of the Work or parts thereof, the Customer is obliged to take over the Work or part thereof at an earlier date.
- 7.6 The Contractor shall be obliged to notify the Customer no later than 3 (three) working days in advance when the Work or its agreed part is completed and ready for handover and acceptance, and therefore, when the acceptance procedure will be initiated in accordance with clause 7.2 hereof. If the Parties do not agree upon another date, the Customer is obliged to initiate the acceptance procedure on the day communicated by the Contractor within the meaning of the previous sentence and to continue in it properly.
- 7.7 If reasonable doubts arise during the duration of the contractual relationship between the Customer and the Contractor about the Customer's ability to pay the price for Work or its part, the Contractor may exercise a lien against the Work. In that case, the Contractor does not hand over the Work or part thereof to the Customer and immediately notifies the Customer in writing about the exercise of the lien.
- 7.8 In case of repeated or ongoing performance and in the situation that the Customer is in arrears with the payment of any amount under the contract/purchase order, the Contractor is entitled to suspend performance of the subject of the contract/purchase order until the Customer pays all its due commitments. During this period, the Contractor is not in delay with the fulfilment of its obligations towards the Customer.

8 PRICES, PAYMENT TERMS

- 8.1 The Parties may agree on the provision of an advance of up to 100% of the price of the Work, provided that if the Parties do not expressly agree on the provision of an advance, the Contractor is entitled to require to pay an advance of up to 30% of the price of the Work. The deadline for the execution of the Work is extended by the period during which the Customer is in arrears with the payment of the advance, or the Contractor is not obliged to start work on the Work until the advance has been paid by the Customer.
- 8.2 The Customer shall pay to the Contractor the price specified in the contract/purchase order for the executed Work. The price for Work includes all activities defined by the contract/purchase order. In the event the contract/purchase order includes a price quotation from the Contractor with a unit budget, this budget is considered, unless otherwise stipulated in the contract/purchase order, as a budget for which its completeness is not guaranteed. The Contractor may request an increase in the price for Work if the need for activities or works not included in the budget arises during the Work execution. The Customer may withdraw from the contract/purchase order without undue delay if the Contractor requests an increase by more than 30 % of the price according to the original budget. In this case, the Customer is obliged to pay the Contractor part of the price corresponding to the extent of the partial execution of the Work according to the budget. If the Customer does not withdraw from the contract/purchase order according to the previous sentence without undue delay after delivery of the notification of a higher price, it shall apply that the Customer agrees to the increase in the price for Work.

- 8.3 The price for Work may be agreed upon by a fixed amount, an estimate, an arrangement of the maximum financial framework, a reference to the enclosed price quotation or the Contractor's price list, valid at the time of the conclusion of the contract/purchase order, supplemented by an inflation clause.
- 8.4 In case of an additional finding by the Contractor concerning the exceeding of the price determined only by an estimate by more than 30 %, the Contractor is obliged to notify the Customer of the newly determined price in writing without undue delay. If the Customer does not agree with the price for Work thus determined, he may terminate the contract within one month's notice. If the Customer fails to do so without undue delay after delivery of the notification of the higher price, it shall apply that the Customer agrees to the increase in the price for Work.
- 8.5 Value added tax will be charged on the price for Work in accordance with the relevant legal provision.
- 8.6 The price of Work shall be paid based on an invoice (tax document) issued by the Contractor. Payment of the price for Work will be made by the Customer after the execution of the Work or its relevant part, which will be confirmed in the Handover Report, or if conditions for the handover and acceptance of the Work or its part have been met according to the last sentence of clause 7.3 hereof.
- 8.7 Invoices shall be due within 30 days following the date of their issuance. In case of doubt, it is considered that the Customer received the invoice no later than 3rd (third) working day after its demonstrable sending by the Contractor, either electronically or using a postal service operator or courier. Where the due date falls on a non-working day, the due date shall be the next working day.
- 8.8 Payment shall refer to wireless transfer of money to the Contractor's bank account indicated in the contract/purchase order. The Contractor shall be entitled to set off any of its receivables against the Customer's receivables, even without the Customer's consent. However, the Customer is not entitled to set off its receivables against the Contractor's receivables without the Contractor's consent. The Parties agree that any change in the Contractor's bank details and account number can only be made through a written amendment to the respective contract, or by a written notification, demonstrably delivered by the Contractor to the Customer, no later than along with the respective invoice.
- 8.9 The Customer shall not be entitled to assign receivables resulting from the fulfilment of the respective contract/purchase order or in connection with it without the Contractor's prior written consent. The Customer shall not be entitled to assign any rights or obligations arising from the contractual relationship with the Contractor or from the contract itself without the Contractor's consent.

9 WARRANTY

- 9.1 If the Contractor has stated in the contract/purchase order that it will satisfy the Customer beyond the scope of its legal rights from defective performance if the Work or its part does not have the specified properties, in the manner specified in the contract/purchase order or in these GTCs, it applies that it has provided the Customer with a guarantee for the Work that the Work will be suitable for use for the purpose specified in

the contract/purchase order during the warranty period, and if such a purpose is not specified in the contract/purchase order, for the usual purpose.

- 9.2 In the case referred to in clause 9.1 of these GTCs, a warranty period of 24 (twenty-four) months from the date of signing the Handover Report by both Parties is provided by the Contractor for the Work or for each of its individual parts, unless a different warranty period is agreed in the contract/purchase order. If the Customer refuses, contrary to these GTCs, to accept the completed Work or part thereof or to sign the Handover Protocol, the period for claiming warranty defects of the Work begins to run from the day when the Work or part thereof was to be taken over by the Customer.
- 9.3 The Contractor's warranty does not apply to normal operational wear and tear, to failures and defects caused by reasons on the part of the Customer or a third party, or failure to comply with the Contractor's instructions or instructions relating to the Work or parts thereof, or the cases where the Work or parts thereof is (are) not used in the manner and for the purposes specified in the contract/purchase order or in the manner and for the purposes usual.
- 9.4 The Customer is obliged to claim apparent defects concerning the Work or parts thereof by an entry in the Handover Report. Other than apparent defects in the Work or parts thereof must be notified by the Customer to the Contractor in writing immediately after they have been or could have been detected by the Customer, whereas this notification must be delivered to the Contractor before the expiration of the warranty period. Delivery of the notification of a defect in the deadlines specified in the previous sentence is a condition for granting rights from liability for defects according to these GTCs.
- 9.5 Defects in the Work must be sufficiently described in the defect notification and there must be mentioned the choice between the Customer's claims specified in clause 9.6 hereof.
- 9.6 Upon finding that the Work or part thereof shows defects, irrespective of whether these are defects that mean a material or non-material breach of the contract/purchase order, the Customer has the right to:
- removal of the defect by providing performance without a defect, if the defect is unrepairable; or
 - removal of the defect by repair, if the defect concerned is capable of being repaired.
- 9.7 If the defect has repeatedly not been removed in accordance with clause 9.6 hereof and if it was also a defect that means a material breach of the contract/purchase order, the Customer has the right to withdraw from the contract/purchase order.
- 9.8 The Customer is not entitled to remove the defect itself or through a third party without the written consent of the Contractor. If the Customer does so without the written consent of the Contractor, he loses the rights arising from the warranty.
- 9.9 The Customer shall enable the Contractor to access the Work to verify the notified defect and subsequently to remove it.
- 9.10 The rights pursuant to clauses 9.6 and 9.7 hereof are the Customer's exclusive rights arising from defects, provided that no other rights arising from defects are granted to the Customer.

10 PENALTIES

- 10.1 In case of the Customer's default in meeting any of the deadlines or delay in providing cooperation under the respective contract/purchase order, the Contractor shall be entitled to claim a contractual penalty amounting to 0.1% of the price for Work for each commencing day in default/of delay. If the Customer and the Contractor agree on the delivery of the Work in individual stages, the default for each agreed deadline of the partial deliverable shall be separate.
- 10.2 In case of late payment of any amount under the contract/purchase order, the Contractor is entitled to charge interest on late payments in the amount of 0.1% of the amount outstanding for each day of delay.
- 10.3 Payment of the contractual penalty shall be without prejudice to the Contractor's right to compensation for damage. Compensation for damage incurred by the Contractor includes actual damage (i.e., namely all costs incurred by the Contractor in connection with the breach of the Customer's obligations, lost profits, and compensation for non-property damage. The compensation for damage incurred by the Customer shall only include actual damage. The right to a contractual penalty is not conditioned by any formal acts by the Contractor.

11 SUSPENSION OF PERFORMANCE AND WITHDRAWAL FROM THE CONTRACT

- 11.1 Unless the contract/purchase order specifies otherwise, either Party shall be entitled to withdraw from the contract/purchase order, especially if the other Party breaches materially their obligations specified in the contract/purchase order and/or in these GTCs.
- 11.2 Within the meaning of Section 2002 (1) of the Civil Code, a breach of the Customer's contractual obligations shall be considered material in the following cases:
- the Customer's delay in fulfilling the obligation to pay duly and in a timely manner the advance and the price for Work or part thereof by more than 7 (seven) days;
 - the Customer's delay in fulfilling the obligation to provide the Contractor with the required cooperation;
 - repeated immaterial breach of the Customer's obligations, provided that the Contractor notified the Customer of this fact and the Customer failed to provide remedy within the sufficiently provided term; or
 - if the Customer enters into liquidation or in case of the Customer's bankruptcy, which refers, for the purpose of these GTCs, to the coming into force of a bankruptcy decision in accordance with Act No. 182/2006 Coll., on Bankruptcy and Its Settlement Methods, as amended (hereinafter referred to as the "Insolvency Act"), as amended, or to becoming final of the decision to reject the insolvency petition due to lack of assets of the Customer.
- 11.3 Within the meaning of Section 2002 (1) of the Civil Code, a breach of the Contractor's contractual obligations shall be considered material only in the following cases:

- delay by the Contractor in handing over the completed Work for more than forty-five (45) days for reasons attributable to the Contractor; or
- if the Contractor enters into liquidation or in case of the Contractor's bankruptcy, which refers, for the purpose of these GTCs, to the coming into force of a bankruptcy decision in accordance with the Insolvency Act, or to becoming final of the decision to reject the insolvency petition due to lack of assets of the Contractor.

11.4 The Contractor shall also be entitled to withdrawal from the contract/purchase order if the main contract concluded between a higher-level customer and the Customer, which includes the subject of the contract/purchase order, ceases to exist for any reason.

11.5 The Parties are also entitled to withdraw from the contract/purchase order in other cases specified in these GTCs.

11.6 The withdrawal shall be made in writing and shall be delivered to the other Party. The withdrawal shall come into effect on the date on which the notice of withdrawal is delivered to the other Party.

11.7 The withdrawal shall be without prejudice to the right to payment of contractual penalties, compensation for damage, protection of information, provisions on the choice of law and dispute resolution and, where applicable, other provisions of the respective contract/purchase order where this is specified in the contract/purchase order.

11.8 In case of withdrawal from the contract, the Parties shall settle their obligations on a mutual basis.

11.9 In case of withdrawal from the contract/purchase order, the Customer is obliged to pay the Contractor part of the price for Work in the appropriate amount for the part of the Work that has been completed by the Contractor by the time of withdrawal from the contract/purchase order, and also for the part of the Work that was not completed, but is of economic importance to the Customer. In the event of withdrawal from the contract/purchase order, the Customer is obliged to take over these parts of the Work from the Contractor, unless the Parties agree otherwise.

12 FORCE MAJEURE

12.1 Neither the Customer nor the Contractor shall be considered as being in default in performing their respective contractual obligations arising from the respective contract/purchase order if such default results from events of force majeure and such events disable or have a material negative effect on the performance of obligations under the respective contract/purchase order, but only for the duration of the events of force majeure or their consequences.

12.2 Events of force majeure refer to events that occur after the conclusion of the respective contract or the confirmation of the purchase order independently of the will of the Parties and due to extraordinary events unforeseeable by the Parties, and with an immediate impact on the execution of the respective contract/purchase order. Such events can include in particular natural disasters, wars, general strikes, epidemics, major society-wide and economic changes, and possibly measures imposed by competent administrative bodies, media supply failures, etc. in the territory of the Czech Republic.

12.3 Events of force majeure shall not include delayed deliveries from subcontractors, unless also caused by events of force majeure, obstacles arising from the personal circumstances of the Parties or at a time when the Party is in default in meeting the agreed obligation, or obstacles which the Party is obliged to overcome in accordance with the contract/purchase order.

12.4 Any delays in execution due to force majeure shall not be deemed as failure to meet contractual obligations and shall not give rise to any sanctions under the respective contract. The term for the performance of contractual obligations shall be extended for either Party, but only in relation to obligations directly affected by the events of force majeure and only for the duration of the events of force majeure or their consequences.

12.5 The Party that refers to events of force majeure shall immediately, but no later than within 7 (seven) days, inform the other Party of the nature of such events in writing. The affected Party shall inform the other Party of the end of the events of force majeure in the same manner. The Party referring to the events of force majeure shall produce proof of the events of force majeure to the other Party.

12.6 If the events of force majeure last for a period of time longer than 3 months, the Customer and the Contractor shall be entitled to withdraw from the respective contract/purchase order.

13 DISPUTE RESOLUTION

13.1 The Customer and the Contractor shall exert all their efforts as to resolve and settle all disputes arising out of or in connection with the contract/purchase order in an amicable way.

13.2 Disputes that cannot be settled amicably within 30 (thirty) days of notification to the other Party, shall be finally resolved by Czech courts, with the court having jurisdiction over the Customer's registered office being always locally competent.

13.3 Referring a dispute for resolution in accordance with the provisions of this Article 13 shall not entitle the Contractor to suspend the performance of their obligations under the respective contract/purchase order.

14 PROTECTION OF INFORMATION

14.1 Neither Party may provide, without the prior written consent of the other Party, any third party with any information on the terms of the contract/purchase order and related negotiations concerning the other party or the content of the contract/purchase order, including its appendices and other information obtained in connection with the negotiations on the conclusion of the contract/purchase order, with the exception of (i) their advisers bound by the same confidentiality obligations, or (ii) the competent national and other administrative authorities and courts, if the Party is obliged under general binding regulations or an enforceable decision to provide them with this information, or (iii) financing banks of the Parties or (iv) if the Party has already disclosed the information without violating these GTCs, or (v) if this information has already been generally known, regardless of the conduct of either Party.

14.2 The Customer acknowledges that the Contractor also considers price quotations to be a trade secret, as these are competitively significant, identifiable, measurable, and commonly unavailable in business circles related to its activities.

15 FINAL PROVISIONS

15.1 Legal relationships not expressly arranged in the respective contract/purchase order and these GTCs shall be governed by the Civil Code, in particular by provisions contained in Section 2586 et seq. of the contract for work.

15.2 The Contractor may one-sidedly change these GTCs to a reasonable extent. The new GTCs will always be published on the Contractor's website. The Customer will be sent a written notice of this fact to the address of its registered office. Within 3 (three) days of delivery of the notification, the Customer is entitled to terminate the contract/purchase order with a notice period of 1 (one) month, which shall start on the first day of the month following the month in which the notice of termination is served to the Customer. If the contract/purchase order is concluded for a period of time shorter than the notice period indicated above, the contract/purchase order shall be terminated on the last day of the term for which the contract/purchase order is concluded.

15.3 The Contractor hereby, within the meaning of Section 1740 (3) of the Civil Code, excludes the acceptance of a proposition to conclude a contract/purchase order with an amendment or deviation. The Customer is familiar with the wording of these GTCs and expressly accepts all provisions of these GTCs.

15.4 In accordance with Section 1765 of the Civil Code, the Customer shall assume the risk of change of circumstances. Prior to concluding the contract/confirming the purchase order, the Parties considered in full the economic and actual situation and are fully aware of the circumstances of the contract/purchase order as well as circumstances that may occur after concluding the contract /confirming the purchase order.

15.5 The Parties agree that they exclude application of provisions of Sections 557, 1750, 1798 to 1800 and 1950 of the Civil Code to the contract/purchase order.

15.6 The Parties expressly represent that the deliverables that constitute the subject of the contract/purchase order comply with their interests and that during their negotiations on the conclusion of the contract/confirmation of the purchase order they informed each other, in accordance with Section 1728 of the Civil Code, of all actual and legal circumstances they knew or must have known so they could be assured of the possibility to validly conclude the contract or confirm the purchase order.

15.7 The contract/purchase order shall not result in legal consequences arising from the habits and established practice of the Parties in accordance with Section 545 of the Civil Code. Possible business practices concerning the agreed or follow-up deliverables shall not have priority over the contractual arrangements and legislative provisions, even if such provisions have no enforcing effects.