

**GENERAL BUSINESS TERMS AND CONDITIONS OF
MALL GROUP
FOR B2B PURCHASE OF GOODS FOR RESALE**

Article 1 Introductory provisions

- 1.1 These GBTC regulate the mutual rights and obligations of MALL (Purchaser) and the Partner (Supplier), whereby MALL purchases Goods from the Partner in order for MALL to subsequently resell the Goods to Customers in the course of its business activities, in particular on the E-store, or in other ways specified in these GBTC. These GBTC are an integral part of the contractual relationship between MALL and the Partner.

Article 2 Definitions

- 2.1 Terms used in these GBTC have the following meanings, unless otherwise stated or unless otherwise implied by agreement of the Parties or by mandatory laws:
- 2.1.1 **Distribution Centre:** the central distribution centre of MALL at the following address: Prologis Park Jirny, hall DC 5, Poděbradská 771, 250 90 Jirny, Czech Republic;
 - 2.1.2 **DMD:** the date of minimum durability, or other determination of the expiry date of the Goods;
 - 2.1.3 **VAT:** value added tax;
 - 2.1.4 **Partial Purchase Agreement:** a partial purchase agreement executed on the basis of these GBTC by confirmation of the Purchaser's Order by the Supplier;
 - 2.1.5 **Confidential Information:** information defined by **Chyba! Nenalezen zdroj odkazů.** of the GBTC;
 - 2.1.6 **EAN:** a barcode registered with the company GS1 Czech Republic, CRN.: 604 33 591, registered office at Na Pankráci 1618/30, Nusle, 140 00 Prague, Czech Republic, registered in the Commercial Registry at the Municipal Court in Prague, Section L, File no. 58574;
 - 2.1.7 **EDI:** Electronic Data Interchange, i.e. an electronic data exchange and paperless document communication system also referred to as ORION;
 - 2.1.8 **E-store:** the internet store of MALL available at www.mall.cz;
 - 2.1.9 **Purchase Price:** the price that MALL will pay the Partner for the Goods. The Purchase Price is always quoted exclusive of VAT; the Purchase Price already includes, but is not limited to, recycling fees and all other statutory fees;
 - 2.1.10 **MALL or the Purchaser:** business company Internet Mall, a.s., CRN.: 262 04 967, registered office at U Garáží 1611/1, Holešovice, 170 00 Prague 7, Czech Republic, registered in the Commercial Registry at the Municipal Court in Prague, Section B, File no. 8501, which operates in the field of online sales of the Goods and is a member of the group MALL Group;
 - 2.1.11 **MALL Group:** the name of a business group of companies engaged in the business of e-commerce and the provision of related services directly and/or indirectly controlled by the company Mall Group a.s., CRN.: 085 53 866, registered office at U Garáží 1611/1, Holešovice, 170 00 Prague 7, Czech Republic, registered in the Commercial Registry at the Municipal Court in Prague, Section B, File no. 24730, and directly and/or indirectly controlling this company. MALL Group includes, but is not limited to, the following entities: a) MALL, b) Internet Mall Slovakia, s.r.o., CRN.: 35 950 226, registered office at Galvániho 6, 821 04 Bratislava, Slovak Republic, c) m-HU Internet Kft., ID No.: 01-09-329752, registered office at 1139 Budapest, Váci út 99, Republic of Hungary, d) Netretail Sp. z o.o. ID No.: 319695, registered office at ul. Bierutowska 57-59, 51-317 Wrocław, Republic of Poland, e) MIMOVRSTE d.o.o., CRN.: 158 912 10 00, registered office at Cesta Ljubljanske brigade 21, 1000 Ljubljana, Republic of Slovenia, f) Internet Mall d.o.o., CRN.: 809 76 802, registered office at Ulica kneza Branimira 28, Zagreb, Republic of Croatia;
 - 2.1.12 **Order:** an order of Goods placed by MALL through EDI or electronic mail;
 - 2.1.13 **Civil Code:** Act no. 89/2012 Coll., the Civil Code, as amended;
 - 2.1.14 **Partner or Supplier:** an entity that trades Goods and is interested in selling the Goods from its range to MALL under the terms and conditions set out in these GBTC;

- 2.1.15 **Claim Percentage Rate:** the percentage of Goods claimed out of Goods delivered to the Purchaser by the Supplier for the fiscal year;
 - 2.1.16 **ATT:** the annual turnover target of the bonus agreed in the Specific Agreement for the Fiscal Year;
 - 2.1.17 **Contracting Parties (or simply Parties):** the Purchaser and the Supplier;
 - 2.1.18 **Specific Agreement for the Fiscal Year:** an agreement concluded between the Parties subject to the provisions of these GBTC that contains arrangements on specific parameters of the Parties' cooperation for a given fiscal year, e.g., arrangements on the amount of discounts, bonuses, due dates of tax documents, email addresses of the Parties for delivery, etc.;
 - 2.1.19 **GTBC:** these General Business Terms and Conditions of MALL Group for B2B purchase of goods for resale in the current version, including all annexes, amendments or updates;
 - 2.1.20 **Customer:** the Purchaser's final customer, i.e., a natural or legal person who purchases Goods in the E-store;
 - 2.1.21 **VAT Act:** Act no. 235/2004 Coll., on value added tax, as amended;
 - 2.1.22 **Transport Date:** a specific unloading window in the Mercareon system, i.e. the time or period for the delivery or handover of the Goods to the Purchaser, see Art. 5.1 of the GBTC for details;
 - 2.1.23 **Goods:** all products and all other performance (including services) sold by the Partner to the Purchaser pursuant to these GBTC and the Partial Purchase Agreements.
- 2.2 References to individual articles and provisions are to the articles and provisions of these GBTC, unless otherwise stated.
 - 2.3 Headings are for ease of reference only and have no effect on the application or interpretation of these GBTC.

Article 3 Subject matter of the GBTC

- 3.1 These GBTC stipulate the basic terms and conditions under which separate Partial Purchase Agreements will be concluded between the Supplier and the Purchaser, which will include the Supplier's obligation to deliver the Goods specified by the Purchaser to the Purchaser's Distribution Centre and to transfer the title to the Goods to the Purchaser, and the Purchaser's obligation to accept the Goods and to pay the Supplier the Purchase Price for the Goods, all under the terms and conditions set out in these GBTC, the Partial Purchase Agreements and the Specific Agreement for the Fiscal Year.
- 3.2 Special provisions mutually agreed upon in the Partial Purchase Agreements or in the Specific Agreement for the Fiscal Year shall prevail over the wording of these GBTC.
- 3.3 The Parties undertake to cooperate with each other in the performance of the subject matter of these GBTC and individual Partial Purchase Agreements.

Article 4 Offer of Goods, conclusion of Partial Purchase Agreements

- 4.1 The Supplier declares that he is entitled to offer the Goods for resale in accordance with the applicable laws and that the Goods have no defects in fact or in law, in particular that there are no third-party rights, including intellectual and industrial property rights, attached to them and that their sale does not breach any distribution agreements.
- 4.2 The Supplier grants the Purchaser a free non-exclusive licence (or sub-licence, as the case may be) for product information about the Goods and photographs of the Goods for all uses, in particular, but not exclusively, for recording, reproduction and distribution in the form of digital or electronic recording and multimedia transmission, or in the form of hard copies, in such a way that everyone can access them at a place and time of their choice without territorial or temporal limitation, for an indefinite period of time with a territorial scope for the whole of Europe; for the purposes of this article of the GBTC, the Supplier declares that he is aware that the Goods will be offered to final Customers, e.g. via the Internet. The Purchaser is also entitled under this licence (or sub-licence, as the case may be) to use product information and photographs for marketing and promotional purposes. The Purchaser is entitled to grant this licence (or sub-licence) to an entity of MALL Group. The Supplier declares that he has settled all copyrights in these materials and that he is entitled to grant this non-exclusive licence (or sub-licence, as the case may be) under this Article.

- 4.3 The Supplier is obliged to provide data concerning the Goods for their listing on the E-store in the scope and structure of their categories and parameters defined in the Specific Agreement for the Fiscal Year, including the EAN codes of the Goods, the code of the Goods in the Supplier's system, the country of origin of the Goods and others. The Supplier undertakes to keep the data of the Goods up-to-date and valid. The Supplier shall notify the Purchaser of any changes in such data no later than 14 (*in words: fourteen*) days prior to the implementation of such changes, in each case in the same manner in which such data was provided. Information regarding changes in the Purchase Price of the Goods, the effectiveness of which is governed by Article 7.1 of these GBTC is an exception. The Supplier also undertakes to inform the Purchaser by email of any changes in Goods, in particular (but not limited to) of the withdrawal of a particular type of Goods or a restriction of their supply, no later than 14 (*in words: fourteen*) days before the effective date of such change for the Purchaser regarding the Goods in question.
- 4.4 The Supplier shall acquaint the Purchaser with the mutually agreed products intended for resale, at least to the extent and quality of the data required for browsing the Goods, and unless otherwise agreed, also with product photographs, e.g. in .jpg format, and at the Purchaser's request also with any other data concerning the Goods.
- 4.5 The actual business cooperation will be based on Partial Purchase Agreements, which will be implemented in the form of an Order including the necessary data (at least the type/code of the Goods, volume) and accepted by the Supplier pursuant to Article **Chyba! Nenalezen zdroj odkazů.** of these GBTC. Each Partial Purchase Agreement shall be governed by the provisions of these GBTC, unless agreed otherwise in writing. The Parties agree that without a duly executed Partial Purchase Agreement in the manner provided for in these GBTC, neither Party shall have any obligation, i.e. to deliver, take over or pay for Goods.
- 4.6 If the Supplier decides not to accept the Order, he shall do so within 24 (*in words: twenty-four*) hours of its dispatch. Rejection of the Order must always be sent by electronic mail. Rejection of the Order made later shall not be taken into account. For the purposes of these GBTC, any counter-proposal by the Supplier to any Order received shall also be deemed to be a rejection of the Order, and the Parties expressly agree that if the counter-proposal is not accepted explicitly by the sending of a new Order by the Purchaser, it has not been accepted.
- 4.7 If the Supplier decides to accept the Order, he shall do so by electronic mail or tacitly – by explicitly not rejecting the Order.
- 4.8 The Purchaser is entitled to withdraw from the Partial Purchase Agreement at any time if the Supplier materially breaches any of his obligations set out in these GBTC or in any Partial Purchase Agreement (including such Partial Purchase Agreements under which previous deliveries of the Goods have already been made), or which arise under any legal or other regulations.

Article 5 Deliveries

- 5.1 The Transport Date is specified on each individual Order, or in the Specific Agreement for the Fiscal Year. In the event of the Supplier's arrival at the Distribution Centre at a time other than the specified time, the takeover of his Goods without delay is not guaranteed; if the Purchaser is unable to arrange for the takeover of the Goods so delivered within a reasonable time at all, the Purchaser shall be entitled to refuse the takeover of the Goods – this shall not constitute a breach of the terms of the contract by the Purchaser, and the Purchaser shall not be liable for any damage that may arise in such a case. In the event of repeated (at least three times) non-compliance with the Transport Date set out in the Order or in the Specific Agreement for the Fiscal Year, the Supplier shall be obliged to pay the Purchaser a contractual penalty pursuant to Article 11.6 of these GBTC.
- 5.2 The Supplier shall always deliver the Goods under the Partial Purchase Agreements in the appropriate shipping packages/units agreed in the Specific Agreement for the Fiscal Year or in the Partial Purchase Agreement. The Goods themselves shall be assembled and packed in handling packages upon delivery so that they can be stacked immediately upon removal from the shipping package. If assembly or repackaging in suitable handling packaging by the Purchaser on takeover is agreed in the Specific Agreement for the Fiscal Year or in the Partial Purchase Agreement, then the Purchaser shall be entitled to compensation for the extra costs by the Supplier. All shipping and handling packages/units shall be properly marked by the Supplier. In the event of missing or incomplete labelling, the Purchaser will require compensation for the extra costs incurred. In the event of repeated (at least three times) failure

to comply with any obligation under the provisions of this Art. 5.2 of the GBTC, the Purchaser shall be entitled to refuse to accept the Goods. The specifications of the shipping and transport packaging, as well as information on the method of marking, are set out in the Specific Agreement for the Fiscal Year – Logistics. The amount of any compensation for extra costs and handling charges is set out in the Specific Agreement for the Fiscal Year – Logistics.

- 5.3 The packaging of the Goods must always include warranty certificates (if they are a condition for the settlement of a claim) and instructions (if this is customary or required by the law for a given type of Goods), in both Czech and Slovak versions. In the event that Czech and Slovak manuals and warranty certificates are not included, the Purchaser is entitled to refuse delivery or charge a handling fee. In the case of agreements for deliveries to other MALL Group countries, manuals and warranty certificates that meet the legal requirements of the respective country must be included in the package, otherwise the Purchaser shall be entitled to refuse delivery or to demand compensation for any extra costs incurred. The amount of compensation and handling charges is set out in the Specific Agreement for the Fiscal Year – Logistics.
- 5.4 The Goods are delivered at the moment of their takeover by the Purchaser and confirmation of this fact by signing the delivery note in accordance with these GBTC. At such time, title to the Goods shall pass from the Supplier to the Purchaser. The risk of damage to the Goods shall pass to the Purchaser together with the transfer of title to the Goods.
- 5.5 However, the Purchaser's acknowledgement of handover and takeover of the Goods shall not constitute confirmation of their acceptance in a defect-free condition. Acceptance of the Goods and inspection for defects shall only be carried out by qualitative and quantitative inspection.
- 5.6 The Supplier is obliged to send a delivery note with the Goods delivered no later than 16 (*in words: sixteen*) hours before the scheduled delivery of the Goods to the Purchaser, by email or the EDI system. The delivery note must also be physically attached to the Goods to be delivered. The delivery note must always contain at least the code of the Goods, the EAN code of the Goods and the Order number. In the event of non-compliance with the deadline referred to in the first sentence of this Article, the Purchaser is entitled to reject the Goods and the Supplier is obliged to make a new reservation of the Transport Date. This shall apply if it is not possible to arrange unloading within the originally booked Transport Date, even if the delivery note is sent subsequently.
- 5.7 The Purchaser is not obliged to accept any partial deliveries of the Goods.
- 5.8 In the event of non-standard receipt of Goods by the Purchaser caused by an error on the part of the Supplier (e.g., incorrect number of units, incorrect or missing documentation, etc.), the Purchaser is be entitled to claim compensation from the Supplier for the extra costs incurred. The amount of all compensation for extra costs and handling charges is set out in the Specific Agreement for the Fiscal Year – Logistics.
- 5.9 In the event that the nature of the Goods to be delivered requires special storage conditions under applicable legislation, the Supplier is obliged to notify the Purchaser of this fact in sufficient time and to provide appropriate documentation, including precise specification of the required method of storage and handling.

Article 6 Warranty, claims and return of Goods

- 6.1 All Goods, including packaging and packaging information, and the handling thereof, shall comply with all requirements set forth in the laws of the country of destination of the Goods, these GBTC, the Specific Agreement for the Fiscal Year and the Partial Purchase Agreement, including the requirements for the sale of such Goods to end customers or consumers in the country of destination of the Goods. The Goods shall be free from any legal defects in the Supplier's possession until delivery to the Purchaser.
- 6.2 The Supplier provides a quality guarantee for the Goods under the Partial Purchase Agreement at the time of delivery of the Goods to the extent that this guarantee is provided by the Purchaser to its Customers. The quality guarantee given to the Purchaser shall therefore end when the quality guarantee given to the Purchaser's Customers ends.
- 6.3 A maximum of 6 months of the DMD of the Goods (calculated from the date of manufacture) may elapse at the time of delivery of the Goods to the Purchaser. Any deviation from the stipulated DMD shall be grounds for return of the Goods at the Supplier's expense, unless an exception has been agreed between the Parties, e.g. due to a business event.
- 6.4 Defects in the quantity or quality of the Goods discovered upon acceptance of the Goods shall be claimed upon acceptance by way of a list of defects or otherwise in an appropriate manner

in the delivery note, which shall be acknowledged by the signature of both the transferor and the recipient. The Purchaser is entitled to refuse to accept defective Goods or the entire delivery of the Goods – for the purposes of these GBTC, the return of Goods or refusal to accept the Goods (for whatever reason) shall always have the effect of withdrawal from the part of the Partial Purchase Agreement with effect from that time. Such Goods shall be deemed undelivered for the purposes of the GBTC and the Supplier shall not be entitled to leave them at the Distribution Centre, or he shall be obliged to remove such Goods promptly [within 48 (*in words: forty-eight*) hours] at his own expense. If the Supplier fails to do so, the Parties agree that the Purchaser shall not be liable for such Goods, i.e., the Purchaser shall not be liable for their loss, destruction or damage. The Supplier shall furthermore be obliged to pay the Purchaser a contractual penalty pursuant to Art. 11.8 of these GBTC.

- 6.5 If the transferor refuses to sign the claim, it may be signed only by the recipient with the countersignature of another person working for the Purchaser as shift supervisor and with a note that the transferor refused to sign the delivery note so completed. This signed delivery note shall be binding on both Parties, unless it is proven by the Supplier within 48 (*in words: forty-eight*) hours after receipt thereof that the information contained therein is untrue.
- 6.6 The Purchaser is entitled to claim obvious defects in the quantity or quality of the Goods discovered later (even before the sale of the Goods to the Customer) within 48 (*in words: forty-eight*) hours from the moment he became aware of such defects, but no later than the end of the warranty period of the Goods.
- 6.7 If the Goods are delivered in any way defective or in breach of these GBTC, the Specific Agreement for the Fiscal Year or the Partial Purchase Agreement, and this fact is discovered after the acceptance of the Goods but prior to the sale of the Goods to the Customer, the Purchaser is entitled to return such Goods at the Supplier's expense and upon prior written notice to the Supplier. A record of the return of the Goods shall be made. The Supplier shall remove the Goods so claimed within 48 (*in words: forty-eight*) hours of receipt of the notice, or as individually agreed with a competent person on the Purchaser's side (at the receipt of the Goods or a purchasing agent) within a fixed period of time. The agreement for removal of the Goods must be confirmed by electronic communication – email. Upon expiry of the agreed date for removal, such Goods shall be disposed of without compensation in accordance with the internal regulations of the Purchaser. The Supplier is furthermore obliged to pay the Purchaser a contractual penalty pursuant to Art. 11.9 of these GBTC. Alternatively, the Purchaser shall also be entitled to ask the Supplier for repair, replacement or a discount on the Purchase Price for such Goods instead of returning the Goods, depending on the severity of the defect.
- 6.8 The Supplier also undertakes to provide all assistance required by the Purchaser in connection with any third-party claims relating to the Goods supplied. To avoid any doubt, the Parties agree that the Purchaser shall have the same rights against the Supplier in respect of defects in the Goods as the Customer has against the Purchaser.
- 6.9 The Supplier shall not be entitled to condition the settlement of a claim for the Goods by the Purchaser's logging of the claim in the Supplier's information system, previous email communication or the provision of photographs of the claimed Goods. The delivery of the Purchaser's claim report with a description of the defect and the delivery of the defective piece of Goods to the Supplier (hereinafter the '**Claim Report**') or to the relevant authorised service centre shall be sufficient to settle the claim.
- 6.10 If a defect in the Goods becomes apparent within the first 30 (*in words: thirty*) days of the Customer's purchase of the Goods, the Supplier shall issue a corrective tax document within 10 (*in words: ten*) days of the Claim Report. In all other cases, the Supplier shall settle the claim for Goods by sending a new piece or by repairing the Goods as requested by the Purchaser in priority; the corrective tax document shall be the last permissible option for the claim (unless otherwise provided by the laws or agreement of the Parties).
- 6.11 In the event that the sale price including VAT to the end Customer for the Goods claimed by the Purchaser is up to the value specified in the Specific Agreement for the Fiscal Year – RMA, the Supplier shall replace the Goods or issue a corrective tax receipt for the Purchaser for the full Purchase Price relating to these particular Goods without undue delay, but no later than 2 (*in words: two*) working days after the claim is reported, without the need to send the Goods to a workshop.
- 6.12 Servicing of the Goods shall be performed principally by the Supplier. If the servicing is provided by a third party, which can only be an authorised repairer, the Supplier assumes all responsibility for the actions of the relevant authorised repairer. In the event that the authorised repairer fails

to deal with individual claims and provide services in a proper and timely manner, the Supplier undertakes to provide the required services personally, whereupon the Purchaser is entitled to send individual claims to the Supplier and the Supplier shall be obliged to settle them in a proper and timely manner, including the obligation to compensate the Purchaser and the Purchaser's Customer.

- 6.13 The cost of transportation of the claimed Goods shall be borne by the Supplier; the Supplier shall arrange collection of the claimed Goods within the period specified in the Specific Agreement for the Fiscal Year – RMA, otherwise the transportation shall be arranged by the Purchaser and billed to the Supplier.
- 6.14 The Supplier is not entitled to send the claimed Goods back to the Purchaser by cash-on-delivery.
- 6.15 The address for sending all settled claims is specified in the Specific Agreement for the Fiscal Year.
- 6.16 The Supplier shall arrange for the return delivery of the claimed Goods by the 14th (*in words: fourteenth*) day from the date of reporting the claim by the Purchaser. Otherwise, the Purchaser shall be entitled to a corrective tax invoice from the Supplier within 10 (*in words: ten*) days of the expiry of the 14 (*in words: fourteen*) day period.
- 6.17 Along with the settled claim, the Supplier shall deliver the documents agreed in the Specific Agreement for the Fiscal Year.
- 6.18 If a claim for Goods from the Customer is deemed justified by the Purchaser, the Supplier shall bear all costs associated with the claim. The Supplier shall also be liable for all costs associated with the Customer's lawful return of Goods outside of a claim, e.g. when the Customer lawfully returns the Goods within the statutory time limit.
- 6.19 The variable Claim Percentage Rate has specified tiers, where the number of orders claimed to the total number of all orders of the Supplier for the fiscal year is taken as the basis for calculating the rate. The appropriate rate of reimbursement for claim-related expenses on the annual volume of Goods purchased shall be determined by the Claim Percentage Rate so determined by the Purchaser at the end of the fiscal year. Reimbursements shall be settled based on invoices issued by the Purchaser after the end of the fiscal year, payable 14 (*in words: fourteen*) days from the date of issuance of the invoice. The boundaries of the Claim Percentage Rate and the corresponding amount of reimbursement are set out in the Specific Agreement for the Fiscal Year – RMA.
- 6.20 If the threshold of eligible claims for the Goods in question reaches the percentage specified in the Specific Agreement for the Fiscal Year in a specific fiscal year, the Purchaser is entitled to withdraw the Goods from sale and return them to the Supplier at the Supplier's expense. The Supplier agrees to send the Purchaser a refund of the Purchase Price of the Goods without undue delay, including VAT and all related costs, or to issue a corrective tax document for the Goods.
- 6.21 The Parties expressly agree that if the Customer's withdrawal threshold for the purchase of Goods reaches the limit specified in the Specific Agreement for the Fiscal Year – RMA within 6 (*in words: six*) months of the commencement of the sale of Goods to Customers, the Purchaser shall be entitled to withdraw the Goods from sale and return them to the Supplier at the Supplier's expense. The Supplier undertakes to send the Purchaser a refund of the Purchase Price of the Goods paid by him without undue delay, including all related costs, or to issue a corrective tax document for the Goods.
- 6.22 The provisions of this Article of the GBTC also apply to sales of the Goods within seasonal or clearance sales and Goods after replacement due to a defect, unless otherwise stated.

Article 7 Purchase Price of the Goods and payment terms

- 7.1 The Purchase Price of the Goods will always be set out in a price list sent in advance by email, unless otherwise agreed, and it is agreed by the Purchaser when an Order is placed. Only an employee working as a 'salesperson', his supervisor or a member of the statutory body shall be entitled to approve the Purchase Price of the Goods on the Purchaser's side. The Parties agree that the Purchase Price of the Goods shall include all costs from production through packaging, transport and unloading, as well as recycling fees, royalties and all other statutory payments and charges, excluding VAT; this shall be without prejudice to the provisions of these GBTC governing the details of tax documents. An increase in the Purchase Price of the Goods is only permissible provided that the Purchaser is informed of such intention at least 30 days (*in words:*

thirty days) in advance and agrees to it in writing. The increase in the Purchase Price of the Goods shall take effect on the first day of the calendar month following such approval, but no less than 14 (*in words: fourteen*) days after the date of such approval.

- 7.2 The Purchaser is not obliged to pay the Purchase Price of the Goods delivered before receipt of a duly issued invoice. Such invoice shall be delivered within 5 (*in words: five*) calendar days from the date of proper takeover of the Goods (or part thereof under the Partial Purchase Agreement, which has not been claimed in accordance with these GBTC) and shall contain the information pursuant to Art. **Chyba! Nenalezen zdroj odkazů.** of the GBTC.
- 7.3 The due date of invoices shall be agreed in the Specific Agreement for the Fiscal Year, the data on the invoice shall correspond to the data on the delivery notes signed by the Purchaser, including any adjustments made in accordance with these GBTC, and the invoices shall furthermore contain all the elements stipulated by law, these GBTC and the Specific Agreement for the Fiscal Year. If such particulars are absent, or if the invoice is otherwise defective, in particular if the Purchase Price of the Goods does not correspond to the agreement of the Parties, the Purchaser shall notify the Supplier of the defects in the invoice without undue delay after becoming aware of the defects, without defaulting on payment of the Purchase Price. In such case, the Supplier shall be obliged to issue a new invoice or a corrected tax document, with a new maturity date according to the Specific Agreement for the Fiscal Year. In such cases, the new invoice or corrective tax document shall contain a new maturity date, which shall not be shorter than the maturity date agreed in the Specific Agreement for the Fiscal Year. The Purchaser is entitled to return defective invoices pursuant to this Article of the GBTC to the Supplier repeatedly until the invoice in question is faultless, i.e. until it complies with applicable laws and the agreements of the Parties. The Purchaser shall also not be in default with the payment of invoices sent by a different method or to a different address than that provided for in these GBTC.
- 7.4 The Purchaser shall also not be in default with the payment of an invoice pursuant to the GBTC if he has already incurred a receivable against the Supplier, the amount of which has yet to be specified (e.g. due to the use of incorrect Purchase Prices of the Goods, compensation for damages, delivery of defective Goods from a Partial Purchase Agreement, etc.).
- 7.5 All invoices issued by the Supplier based on these GBTC must particularly contain the following:
- 7.5.1 the date of delivery of the Goods in accordance with the date of delivery of the Goods specified in the delivery note;
 - 7.5.2 the number of the delivery note;
 - 7.5.3 the number of the Order;
 - 7.5.4 the EAN code;
 - 7.5.5 the Supplier's code, if any;
 - 7.5.6 the names of the Goods, numbers of units and units of measure in accordance with the delivery note;
 - 7.5.7 the date of taxable supply ('DUZP' in Czech) in accordance with the VAT Act;
 - 7.5.8 the due date in accordance with these GBTC, Partial Purchase Agreement or Specific Agreement for the Fiscal Year;
 - 7.5.9 other data required by applicable law;
 - 7.5.10 other data agreed in the Specific Agreement for the Fiscal Year;
 - 7.5.11 other prerequisites of a tax document pursuant to Section 26 et seq. of the VAT Act.
- In the event that the Purchase Price of the Goods is paid by an advance payment, the date of taxable supply shall be the date of receipt of payment by the Supplier, and the Supplier must issue a tax document.
- 7.6 No Goods may be listed more than once on the invoice (this does not apply if the invoice includes multiple orders under which the same type of Goods have been supplied) and must not include any undelivered or untaken Goods, or a corrective tax document must be issued for the Goods returned by the Purchaser after they have been taken over. The invoice and all related tax documents must be sent by the EDI or electronic mail, as applicable.
- 7.7 In the event of a correction of the invoiced amount or a corrective tax document by the Supplier, the correction must not be made under the same variable symbol/invoice number, but by a corrected tax document or a credit note and by the issuance of an invoice under a different variable symbol with the correct amount to be paid.

- 7.8 The Supplier is obliged to issue a corrective tax document within 10 (*in words: ten*) days from the date on which the Goods have been rightfully returned pursuant to the GBTC, or any other reason for issuing such a document (unless these GBTC provide otherwise in a particular case), and the issued corrective tax document must be delivered to the Purchaser within 15 (*in words: fifteen*) calendar days from the date of taxable supply. The corrective tax document must contain (among other things) the designation of the original invoice instead of which it was issued.
- 7.9 If the Supplier fails to issue a corrective tax document within the specified time limit, although he was obliged to do so under the law or these GBTC, the Supplier hereby authorises the Purchaser to issue the relevant corrective tax document on behalf of the Purchaser pursuant to Section 28(7) of the VAT Act (the so-called self-billing process) and deliver it to the Supplier without undue delay via electronic mail. The Purchaser accepts the above authorisation. However, the Purchaser is not obliged to issue such a document; the responsibility for proper fulfilment of the legal obligations lies with the Supplier and is not hereby transferred to the Purchaser.
- 7.10 The Supplier, who is a person established in the Czech Republic, declares that he is not an unreliable taxpayer within the meaning of the VAT Act and is not aware of any proceedings having been initiated against him that would classify him as an unreliable taxpayer. The Supplier established in the Czech Republic is obliged to notify the Purchaser in writing of any change in these facts within 3 (*in words: three*) calendar days after the occurrence of such a change. The Supplier established in the Czech Republic is only obliged to provide details of accounts maintained by a payment service provider in the Czech Republic and published by the tax administrator pursuant to Section 109 of the VAT Act for the purposes of payment of the Purchase Price of the Goods. In the event that any of the Supplier's statements in this Article of the GBTC prove to be untrue, if there is a change in the facts stated in the statement, if the Supplier fails to provide payment details pursuant to this Article of the GBTC, or if the Purchaser considers that he may otherwise be placed in the position of a guarantor within the meaning of the VAT Act, the Purchaser is entitled to proceed in accordance with Section 109a of the VAT Act and, at his discretion, pay VAT on taxable supplies to the tax administrator on behalf of the Supplier; such payment shall be deemed payment of a part of the agreed Purchase Price of the Goods (the agreed Purchase Price of the Goods shall therefore be reduced by VAT). The moment of payment shall be deemed the moment when the relevant VAT amount is credited to the tax administrator's account.
- 7.11 In the event that the Purchaser becomes liable for the Supplier's unpaid VAT pursuant to Section 109 of the VAT Act and the Purchaser is obliged to pay the VAT due on behalf of the Supplier and pays it, the Supplier shall reimburse the Purchaser for all costs incurred in connection with the payment of VAT by the Purchaser on behalf of the Supplier within 3 (*in words: three*) calendar days from the date on which the Purchaser calls upon the Supplier to pay such costs.
- 7.12 The Supplier undertakes to be liable to the Purchaser for all damages incurred in connection with incorrectly issued invoices, in particular for damages related to incorrect calculation of VAT.

Article 8 Discounts and bonuses

- 8.1 The Purchaser is entitled to discounts and bonuses in such amounts and on such terms as agreed in the Specific Agreement for the Fiscal Year – Sales.
- 8.2 The agreed bonuses may particularly include a bonus, a monthly turnover bonus, a quarterly turnover bonus, an annual turnover bonus of the 1st - 5th level (all bonuses on realised turnover), a pre-order bonus (forecast) and a logistics bonus (a bonus for logistics services given by the Purchaser to the Supplier).
- 8.3 Marketing bonuses may generally include a COOP marketing bonus (a bonus for volume purchased), a performance marketing bonus, a marketing contribution other FIX (on top budget agreed and approved generally on a quarterly basis), a marketing contribution other %, a sales contribution FIX (e.g., price compensation for campaigns etc.) and a marketing report %.
- 8.4 The basis for the calculation of bonuses shall normally be (unless otherwise agreed) the total volume (excluding VAT) of the Goods purchased/taken by the Purchaser from the Supplier in the relevant period and duly invoiced by the Supplier, net of the returned Goods and corrective tax documents affecting the price.
- 8.5 If the Purchaser achieves the ROC turnover on the Goods supplied by the Supplier during the reporting period, the Purchaser shall be entitled to a contingent annual turnover bonus for the reporting period in the appropriate percentage of the total value (actual Purchase Price) of all the Goods purchased/taken by the Purchaser from the Supplier during the reporting period. The

achievement of the ROC shall be determined by the sum of the total value (actual Purchase Price) of all Goods purchased/taken by the Purchaser from the Supplier for the period under review duly invoiced by the Supplier, net of the returned Goods and corrective tax documents affecting the price.

- 8.6 The Supplier is obliged to issue credit notes for the contractual bonuses (termination payments, other contractual retroactive payments) by the 30th (*in words: thirtieth*) day after the end of the reporting period and deliver the corrective tax document to the Purchaser no later than 15 (*in words: fifteen*) days after the date of taxable supply.
- 8.7 The date of taxable supply for the bonus shall be the date of a written (including by email) agreement of the relevant bonus between Parties. The date of the written agreement of the bonus amount by the Supplier and the Purchaser shall be the date on which the Purchaser becomes aware of the circumstances relevant to the obligation to make a reduction in the tax deduction. The Supplier shall send a draft of the calculated bonus to the Purchaser for approval within 30 (*in words: thirty*) days after the end of the period. The Purchaser shall be obliged to approve this proposal within 30 (*in words: thirty*) days after receipt of the documents from the Supplier. In the event that the Purchaser does not receive the proposal within 30 (*in words: thirty*) days after the end of the period, the Purchaser shall prepare his own calculation proposal according to the data in the accounts. The Supplier shall be obliged to agree on this proposal within 30 (*in words: thirty*) days after receipt of the documents with the calculation of this bonus. If the Purchaser has not received written confirmation by the end of this period, the amount of the turnover bonus shall thereby be agreed and this date shall also be the moment when the Purchaser becomes aware of the circumstances relevant to the obligation to make a reduction in the tax deduction.
- 8.8 If the amount of any of the bonuses (e.g. pre-order bonus) is already known on the date of taxable supply of the delivery of the Goods, the Supplier shall be obliged to reflect the bonus already in the standard supplier invoice for the sale of the Goods, where the Purchase Price and the bonus must be stated separately.
- 8.9 After the expiry of the period agreed in the Specific Agreement for the Fiscal Year – Sales, the continuously accrued bonuses for the entire contract period will be reconciled and the difference will be settled.
- 8.10 If it is agreed in the Specific Agreement for the Fiscal Year – Sales, a reduction of the retroactive bonus may be made for the Supplier if it successfully implements the EDI system and, after signing the so-called acceptance protocol, proceeds to exchange orders, delivery notes and invoices with the Purchaser only via the EDI (i.e. the so-called EDI bonus and the price/stock link bonus).
- 8.11 If it is agreed in the Specific Agreement for the Fiscal Year – Sales, a reduction of the retroactive bonus may also be made if the Supplier gives the Purchaser the current stock availability of the Goods in the form of a data sentence, in a format that the Purchaser is able to process and thus automatically maintain information about the availability of the Goods and, where applicable, the Purchase Prices with the Supplier.

Article 9 Miscellaneous

- 9.1 The Supplier declares that the Goods, advertising materials, photographic materials and other materials supplied in connection with the Goods do not infringe any third-party rights, particular copyright, trademark rights or any other intellectual property rights in the territory of Europe.
- 9.2 The Supplier shall comply with the relevant legal requirements for the marketing of the Goods in the EU as well as local laws in the countries where the Goods are to be offered for sale to Customers in relation to product safety, description, operating/use instructions and installation, as well as the provision of warranty and service for the Goods. The Supplier shall also bear all costs associated with the certification of the Goods and, if requested by the Purchaser, shall promptly and without cost provide the relevant certificates and other documents proving the Goods' compliance with the law.
- 9.3 The Supplier is obliged to pay recycling fees (pursuant to Act no. 541/2020 Coll., on waste, as amended). The Supplier hereby confirms that he is involved in the collective fulfilment of obligations in the field of take-back and recovery of packaging waste (they are registered on the date of signature with the collective system EKOKOM).
- 9.4 The Supplier is obliged to pay copyright fees [pursuant to Act no. 121/2000 Coll., on copyright and rights related to copyright and amending certain acts (the Copyright Act), as amended].

- 9.5 If it is agreed in the Specific Agreement for the Fiscal Year – Sales, the Supplier shall give the Purchaser so-called stock protection and thus guarantee to settle the stock in the event of changes in the Purchase Price of the Goods. The basis for the calculation is the Purchaser's immediate stock on the date of the Supplier's notification of the new Purchase Price of the Goods. The Supplier shall be obliged to comment within 10 (*in words: ten*) calendar days on the Purchaser's request for the stock protection. The statement shall be a full or partial approval with the Supplier justifying the items that they do not accept as justified. In the event that the Supplier fails to provide a statement (including justification, if any) within the time limit, the request shall thereby be approved in full. The Supplier shall issue a corrective tax document within 10 (*in words: ten*) days of the approval of the request and deliver it to the Purchaser within 15 (*in words: fifteen*) days of the date of taxable supply.
- 9.6 If it is agreed in the Specific Agreement for the Fiscal Year – Sales, the Purchaser is entitled to so-called remittance, i.e. the return of unsold Goods back to the Supplier. If the Purchaser exercises the right to remittance, the Supplier is obliged to collect the unsold Goods from the Purchaser's Distribution Centre within the agreed time limit, but no later than 20 (*in words: twenty*) days from the Purchaser's request, issue a corrective tax document for the unsold Goods, deliver it to the Purchaser within 15 (*in words: fifteen*) days from the date of the taxable supply, and return the Purchase Price incl. VAT for the unsold Goods.
- 9.7 By signing the GBTC, the Supplier agrees to the transfer of any contact details to other members of MALL Group for the purpose of potential cooperation with the Supplier including, but not limited to, MallPay s.r.o., CRN: 070 93 331, registered office at U Garáží 1611/1, Holešovice, 170 00 Prague 7, Czech Republic, registered in the Commercial Registry at the Municipal Court in Prague, Section C, File no. 293724. The Supplier is entitled to withdraw his consent in writing at any time through the Purchaser's contact persons.
- 9.8 The Supplier is not entitled to unilaterally set off receivables against the Purchaser, unless this is expressly stated in these GBTC or agreed between the Parties for certain specific cases.
- 9.9 Unless otherwise expressly agreed between the Parties, the Supplier shall not, without the written consent of the Purchaser, assign any rights or obligations under the GBTC, the Specific Agreement for the Fiscal Year or any individual Partial Purchase Agreement to a third party or create a lien or other right in favour of a third party in respect of such rights.
- 9.10 The Parties exclude the application of Sections 557 and 1978(2) of the Civil Code.
- 9.11 Pursuant to Section 1740(3) of the Civil Code, the Parties exclude the possibility of accepting the offer of the GBTC, their annex or any other document relating to performance under the GBTC with an amendment or deviation; such acceptance shall always be considered a new offer.
- 9.12 To avoid any doubt, the Parties expressly confirm that they are entrepreneurs and that they are concluding the GBTC within their business, and therefore Sections 1793 to 1795 of the Civil Code (disproportionate shortening) and Section 1796 of the Civil Code (usury) shall not apply to the GBTC.
- 9.13 If any provision of the GBTC proves to be putative (null and void), the effect of this defect on the other provisions of the GBTC shall be assessed pursuant to Section 576 of the Civil Code.
- 9.14 The Parties exclude the application of Sections 1805(2) and 2157 of the Civil Code.
- 9.15 The Parties assume the risk of change in circumstances pursuant to Section 1765 of the Civil Code.
- 9.16 The Supplier acknowledges that the Purchaser performs a vendor check for each new supplier in accordance with his internal vendor check directive issued pursuant to the methodology of the Financial Administration. One of the conditions of business cooperation with the Supplier is the provision of a certificate of the Supplier's debt-free status with tax authorities that is not older than 1 (*in words: one*) month. The Supplier undertakes to deliver this certificate to the Purchaser within 30 (*in words: thirty*) calendar days from the date of validity and effectiveness of these GBTC, unless otherwise agreed between the Parties. In accordance with the internal vendor check directive and the methodology of the Financial Administration, the Purchaser may also request the delivery of other documents by the Supplier, such as the Supplier's financial statements (if not properly published), the addresses of his warehouses, etc. In the event that the Supplier fails to provide all the documents required under this Article of the GBTC in a proper and timely manner, all of the Supplier's activities in business cooperation with the Purchaser may be temporarily suspended, and the reimbursement of any financial benefits to the Supplier shall also be suspended. The Purchaser shall be entitled to request a new certificate of the

Supplier's debt-free status at any time, which must not be older than 1 (*in words: one*) month, or any of the documents described above, particularly in the event of reasonable doubt on the part of the Purchaser as to the Supplier's continued debt-free status. In this case, the Purchaser shall also be entitled to temporarily suspend all activities of the Supplier within the framework of business cooperation and, if necessary, to terminate the cooperation immediately.

Article 10 Protection of Confidential Information

- 10.1 The Supplier shall maintain confidentiality with respect to all Confidential Information provided by the Purchaser in the course of their cooperation, which shall be information that is competitively significant, identifiable, valuable and normally unavailable in the relevant business circles related to the plant and for which the owner shall ensure its confidentiality in his own interest, in particular information on the Purchaser's business and pricing policy, business and marketing plans, GBTC and Specific Agreements for the Fiscal Year, etc.
- 10.2 The Supplier shall be entitled to use the Confidential Information solely for the purpose of cooperating with the Purchaser and not in a manner detrimental to the Purchaser, and he shall not disclose or otherwise make the Confidential Information available to a third party. The Supplier shall protect the Confidential Information provided in the same manner as he protects his own confidential information.

Article 11 Sanctions and compensation for damages

- 11.1 If the Supplier fails to deliver any of the ordered Goods on the date agreed by the Parties, the Purchaser shall be entitled to demand a contractual penalty of 10% (*in words: ten percent*) of the Purchase Price of the undelivered Goods.
- 11.2 If the Supplier only partially fails to deliver the Goods ordered on the date agreed by the Parties, the Purchaser shall be entitled to demand a contractual penalty of 5% (*in words: five percent*) of the Purchase Price of the undelivered Goods.
- 11.3 If the Supplier delivers more than the ordered quantity of any type of Goods, or if the Supplier delivers a type of Goods that the Purchaser did not order, the Purchaser shall be entitled to demand a contractual penalty of 5% (*in words: five percent*) of the Purchase Price of the unordered Goods.
- 11.4 The contractual penalties under Art. 11.1, **Chyba! Nenalezen zdroj odkazů.** and/or **Chyba! Nenalezen zdroj odkazů.** of the GBTC above may only be required by the Purchaser for Orders expressly confirmed by the Supplier via the EDI or electronic mail.
- 11.5 In the event that the Supplier fails to deliver the Goods properly and on time for a mutually agreed marketing event, the Purchaser shall be entitled to demand a contractual penalty of 20% (*in words: twenty percent*) of the Purchase Price of the undelivered Goods. The contractual penalty under Art. 11.1 or 11.2 of the GBTC above shall not apply in this case.
- 11.6 If the Supplier breaches or fails to comply with his obligations under Art. 5.1 of the GBTC (repeated failure to comply with the Transport Date), the Purchaser shall be entitled to demand a contractual penalty of CZK 5,000 (*in words: five thousand Czech crowns*) for each individual breach.
- 11.7 If the Supplier breaches or fails to comply with his obligations under Art. **Chyba! Nenalezen zdroj odkazů.** of the GBTC (defined DMD upon delivery of the Goods), the Purchaser shall be entitled to demand a contractual penalty of 3% (*in words: three percent*) of the Purchase Price of the relevant Goods for each individual breach.
- 11.8 If the Supplier breaches or fails to comply with his obligations under Art. **Chyba! Nenalezen zdroj odkazů.** of the GBTC (removal of the claimed Goods within 48 hours), the Purchaser shall be entitled to demand a contractual penalty of CZK 500 (*in words: five hundred Czech crowns*) per each commenced cubic meter of the size of the packed and unremoved Goods for each commenced day of delay.
- 11.9 If the Supplier breaches or fails to comply with his obligations under Art. **Chyba! Nenalezen zdroj odkazů.** of the GBTC (removal of the claimed Goods within 48 hours), the Purchaser shall be entitled to demand from the Supplier a contractual penalty of CZK 500 (*in words: five hundred Czech crowns*) per each commenced cubic meter of the size of the packed and unremoved Goods for each commenced day of delay.
- 11.10 If the Supplier breaches his obligations regarding the protection of Confidential Information, as defined in **Chyba! Nenalezen zdroj odkazů.** of the GBTC, the Purchaser shall be entitled to

demand a contractual penalty of CZK 100,000 (*in words: one hundred thousand Czech crowns*) for each individual breach.

- 11.11 If the Supplier is in default of any monetary performance under these GBTC, the Specific Agreement for the Fiscal Year or an individual Partial Purchase Agreement, the Purchaser shall be entitled to demand a contractual penalty of 0.05% (*in words: five hundredths of one percent*) of the amount of which the Supplier is in default for each commenced day of delay.
- 11.12 Contractual penalties shall be due upon written notice from the entitled Party sent to the other Party within the period specified in the notice, or within 14 (*in words: fourteen*) calendar days.
- 11.13 The payment of contractual penalties shall not affect the claim of the entitled Party to compensation for damages in excess of the contractual penalty paid.
- 11.14 The Parties are obliged to compensate each other for damages caused by a breach of their obligations under the GBTC or by the falsity of their statements.
- 11.15 The Supplier undertakes to act in such a way that his actions do not result in damage or other harm to the Purchaser, including damage to the Purchaser's reputation in relation to Customers and other third parties. The Supplier shall indemnify the Purchaser against proven claims of third parties, including governmental authorities, arising in connection with a breach of the GBTC or generally binding regulations relating to the Goods and their sale, e.g. if the Goods do not comply with the requirements imposed by legislation on the Goods in a given country, or if the sale of the Goods violates the rights of third parties, namely if the sale of the Goods violates regulations relating to patents, industrial designs, trademarks, unfair competition, copyright, general technical standards and regulations for the protection of consumers and the protection of the life and health of third parties. The Supplier shall be obliged to compensate the Purchaser for proven damages caused by the breach of all obligations arising from the GBTC and proven damages caused in the fulfilment of the purpose of the GBTC, including non-pecuniary damages and indirect damages (e.g. loss of market, revenue, interruption of operations, etc.), lost profits and damage to the Purchaser's reputation, if proven to have arisen in direct connection with the failure to fulfil legal the obligation established by the Supplier, in these GBTC or in another agreement of the Parties. The Supplier shall also be obliged to reimburse the costs incurred by the Purchaser in connection with the recovery of the Supplier's unpaid obligations.
- 11.16 If any authority discovers a breach of a duty in dealing with a claim, it shall indemnify the Purchaser against any proven loss suffered by the Purchaser in connection with the Supplier's breach of duty in dealing with the claim. In the event that a Customer, as a result of the failure to acknowledge a claim, applies to a court and the court upholds the claim, the Supplier shall reimburse the Purchaser for all proven damages and costs incurred, including legal costs, incurred by the Purchaser in connection with the conduct of such litigation, within 10 (*in words: ten*) calendar days of delivery of a written demand to the Supplier containing a settlement of such costs.
- 11.17 In the event that the Purchaser incurs damage, e.g. through the imposition of a fine or other sanction by an administrative or other authority, and such damage is affected by more than one entity responsible for the breach of a legal obligation, it shall be up to the Purchaser to decide in what proportion such damage shall be divided between the Supplier and the other entities.

Article 12 Duration and termination of the GBTC

- 12.1 These GBTC shall come into effect and force on the date of the signing of the first Specific Agreement for the Fiscal Year by both Parties, and it shall be concluded for an indefinite period of time. Upon the effective date of these GBTC between the Parties, all arrangements between the Parties that are the same or similar to the arrangements under these GBTC shall be terminated.
- 12.2 Unless otherwise expressly provided in these GBTC for specific cases (e.g. in Art. 14.1 of the GBTC), the Specific Agreement for the Fiscal Year may be terminated by either Party after the expiration of the period agreed upon in the Specific Agreement for the Fiscal Year upon three months' notice, commencing on the first day of the month following the month in which written notice is delivered to the other Party.
- 12.3 The Supplier may terminate the contractual relationship with the Purchaser in connection with a change in the GBTC pursuant to Art. 14.1 of the GBTC.
- 12.4 Either Party is entitled to withdraw from the GBTC and the Specific Agreement for the Fiscal Year with immediate effect if the other Party:

- 12.4.1 breaches its contractual obligations and fails to remedy the breach within 15 (*in words: fifteen*) calendar days after being notified in writing of the breach;
- 12.4.2 repeatedly breaches a contractual obligation, the violation of which has already been notified in writing at least once before.
- 12.5 In accordance with Section 2004(3) of the Civil Code, the Parties expressly agree that withdrawal from the GBTC shall have future effect.
- 12.6 In addition to the terms and conditions set out in the GBTC, the following applies:
 - 12.6.1 Upon termination of the contractual relationship of which these GBTC are a part, the Supplier shall be obliged to perform his obligations for Goods accepted by Customers prior to the termination of this contractual relationship as set out in Article 6 of the GBTC.
 - 12.6.2 Even after the termination of the contractual relationship of which these GBTC are a part, the provisions on the protection of Confidential Information shall remain in force for a period of 2 (*in words: two*) years after the termination of the contractual relationship of which these GBTC form a part.
 - 12.6.3 The termination of the contractual relationship of which these GBTC are a part shall not extinguish the claims of the Parties for interest, penalties and damages that arose prior to such termination. If the contractual relationship of which these GBTC are a part is terminated by the Purchaser by any means, whether by termination or withdrawal, the Supplier shall not be entitled to any further performance or any compensation beyond the amounts due for sales of the Goods made prior to the termination of the contractual relationship of which these GBTC are a part.
 - 12.6.4 Even after the termination of the contractual relationship of which these GBTC are a part, the Purchaser's entitlement to bonuses shall remain unaffected, and in the event of early termination, reconciliation shall be carried out in accordance with Art. **Chyba! Nenalezen zdroj odkazů.** of these GBTC.
- 12.7 The Supplier shall be obliged to complete orders placed prior to the termination of the contractual relationship of which these GBTC are a part that he has not completed prior to the termination pursuant to these GBTC.
- 12.8 Termination and withdrawal from the contractual relationship of which these GBTC are a part must be done in writing.

Article 13 Communication of the Parties and notifications

- 13.1 All official notifications, reports and other legal actions in connection with the GBTC, the Specific Agreement for the Fiscal Year and the Partial Purchase Agreements shall be made in writing between the Parties. For the purposes of these GBTC, a written form shall be deemed to include an email, a message via data mailbox or a message via the EDI.
- 13.2 The Parties undertake to inform the other Party of a change in the delivery address before the change of address takes place.
- 13.3 Working communications related to the implementation of the cooperation will be made by electronic mail, and individual messages will be sent to the email addresses specified in the Specific Agreement for the Fiscal Year, according to the areas of cooperation to which they relate.
- 13.4 Both Parties declare that they assume the risk of undelivered electronic mail.

Article 14 Final provisions

- 14.1 The Purchaser is entitled to unilaterally change these GBTC at any time during the effective period of the GBTC. The Purchaser shall notify the Supplier by email at least 10 (*in words: ten*) days before the amended GBTC come into force. In the event of the Supplier's disagreement with a change in the GBTC, the Supplier may terminate the contractual relationship, which includes these GBTC, no later than before the new GBTC come into force. The GBTC will be available at: <https://knowledgebase.mallgroup.com/vseobecne-obchodni-podminky-mall-group-pro-b2b-nakup-zbozi-k-dalsimu-prodeji/>.
- 14.2 Relationships not expressly regulated by the GBTC shall be governed by the provisions of the Civil Code and the provisions of other generally binding and effective regulations in force in the Czech Republic that may apply to the relationship between the Parties. The Parties agree that their contractual relationship and the rights and obligations arising therefrom shall be governed by the laws of the Czech Republic as the governing law, to the express exclusion of the Vienna

Convention on the International Sale of Goods and conflict of laws rules that would in any way refer to a legal order other than the legal order of the Czech Republic for the contractual relationship between the Parties. The choice of legal arrangement under this Article shall be without prejudice to the provisions of laws that cannot be derogated from by contract.

- 14.3 The governing law set out in the GBTC does not apply to rights and obligations against third parties, in particular against Customers.
- 14.4 All disputes arising from and in connection with the GBTC shall be decided by the Purchaser's general court.
- 14.5 If any provision of the GBTC is or hereafter becomes invalid, ineffective or unenforceable, this shall be without prejudice to the validity, effectiveness or enforceability of the remainder of the GBTC if the defective provision can be severed from them. In such a case, the Parties undertake to replace the defective provision with a faultless provision that is as close as possible in content and purpose to the provision being replaced.
- 14.6 If any Party overlooks or excuses any default, breach, delay or failure to perform any obligation under the GBTC, the Specific Agreement for the Fiscal Year and/or the Partial Purchase Agreement, then such action shall not constitute a waiver of such obligation with respect to the continuance or subsequent default, breach or failure, and no such waiver shall be deemed effective unless expressed in writing in each case.
- 14.7 These GBTC shall come into effect and force on 1st August 2022.