

GENERAL BUSINESS AND DELIVERY TERMS AND CONDITIONS

I. General Provisions

General Terms and Conditions of Sale and Delivery (hereinafter referred to as "Terms and Conditions") regulate the sale and purchase of goods (products) and related relationships in a binding manner between the Buyer and the Seller, where:

the Seller is Atlas Copco s.r.o., ID No.: 496 14 932, with registered office at Průmyslová 10, Praha 10, Czech Republic (hereinafter referred to as "Seller"),

the Buyer is a person who purchases goods in the course of his business, and is not a consumer (hereinafter referred to as the "Buyer"),

whereby the Seller and the Buyer are hereinafter referred to as the "Parties" or "the other party".

These Terms and Conditions form an integral part of any contract of sale or other contract concluded between the Seller and the Buyer and any amendments or reservations thereto, or provisions that are inconsistent with the provisions of these Terms and Conditions shall be valid and prevail over the provisions of these Terms and Conditions only if they are expressly stated in the contract of sale or other contract and agreed to in writing by the Seller.

These Terms and Conditions constitute a binding document governing the contractual relationship between the Seller and the Buyer in accordance with the provisions of Section 1751(1) 89/2012 Coll., Civil Code, as amended.

Technological equipment, products, spare parts, repair services and services rental services, which the Seller sells or provides to the Buyer on the basis of concluded purchase or other contract, shall for the purposes of these Terms and Conditions are referred to as "Product".

II. Conclusion of a purchase or other contract

The Buyer is obliged to submit a binding request for delivery of the Product primarily on the basis of a written (price) offer of the Seller, by means of a written order, in which he indicates the code number of the previous written offer of the Seller. The Seller reserves the right to withdraw any of its (price) offers at any time.

In addition to the signing of the written contract so marked by both parties, the Buyer's acceptance of the Buyer's order by the Seller, in which the Buyer indicates the specific numerical code of the Seller's offer (if the Buyer's order is made on the basis of the Seller's offer), or the Buyer's acceptance of another written order by the Seller after it has been processed by the Seller, shall be deemed to constitute the conclusion of the purchase or other contract. The Seller shall execute and send to the Buyer acceptance of the order in the form of a written order confirmation which shall normally contain details of the particular transaction, including but not limited to the date of the order, the order number, the technical specification of the Product (item description and order number), the quantity, price and terms of payment, the date and place of delivery and a reference to the Terms and Conditions ("Order Confirmation").

The purchase or other contract shall be deemed to be concluded even if the Seller has delivered the Product based on the Buyer's order and the Buyer has accepted it in a documented manner.

Orders shall be processed subject to the availability of the Products or persons required to provide the Services and with the express consent of an authorized representative of the Seller. Verbal acceptance of an Order must be confirmed by written acceptance of the relevant Order in the form of an Order Confirmation; in the absence of such written acceptance, the Order shall not be deemed confirmed.

By placing each order, Buyer represents that the Products ordered, or any part thereof, will not be used for any purpose related to chemical, biological or nuclear weapons or missiles capable of delivering such weapons or for any other purpose prohibited by applicable law. Buyer further represents that the ordered Products or parts thereof will not be directly or indirectly resold, exported or otherwise transferred to Iran, North Korea, Syria, Russia, Belarus or any disputed territory of Ukraine or Russia.

The Purchaser further declares that it will at all times comply with applicable national and international laws, including customs regulations and sanctions and embargoes imposed in particular by the European Union or any of its Member States, the United States of America, and the United Nations ("Foreign Trade Obligations").

The Buyer agrees to notify the Seller immediately in writing of any breach of any of the above statements. The Buyer shall indemnify the Seller for any direct or indirect damage or injury resulting from any breach of these declarations.

The Seller shall not be obliged to perform any contract of sale or other agreement concluded with the Buyer or any order duly accepted by the Buyer or any part thereof and shall not be liable for non-performance thereof if such performance is prevented by obstacles arising from the Foreign Trade Obligations. The Seller also reserves the right to withdraw from the relevant contract of sale or other contract or to cancel the Buyer's duly accepted order or any part thereof with immediate effect and without prior notice if its performance is prevented by obstacles arising from any Foreign Trade Obligations.

III. Purchase price

All prices quoted in the price list or other materials of the Seller are indicative only and the Seller is under no obligation to sell or lease the Products at such prices. Unless the Seller's price list or other materials expressly state that a particular price already includes VAT, it is always the price excluding VAT.

The purchase price or other price is determined by agreement of the parties and cannot be changed without the written consent of both parties.

For the purposes of the purchase or other contract, only the prices stated in the Buyer's Order Confirmation or in the written purchase or other contract between the parties shall apply.

The Parties agree that the Buyer's Order Confirmation or Purchase Order, specifying the Seller's quotation code, shall constitute sufficient evidence of the contents of the particular contract of sale or other agreement, where all matters not covered thereby shall be governed by these Terms and Conditions.

The purchase or other price does not include the cost of shipping the Product to the Buyer unless otherwise agreed.

The Buyer shall pay the agreed price on the basis of an invoice issued by the Seller by bank transfer to the Seller's bank account and in the same currency as stated on the Seller's invoice. Payment shall be deemed to be the crediting of the agreed price of the Product to the Seller's bank account. The Seller reserves the right to invoice partial deliveries of the Product if agreed between the Seller and the Buyer.

The Buyer shall bear the costs of cross-border banking, as well as any fees of its (the sending) bank, charges for arranging transport, customs and other fees and related risks, unless otherwise provided for in the applicable regulations.

Unless otherwise stated, the purchase or other price shall be due and payable within 30 calendar days from the date of the relevant invoice issued by the Seller, whichever is the earliest on the date specified in the Contract or on the date on which the Product is placed at the disposal of the Buyer or on the date on which the Product has been handed over to the Seller's contracted carrier for shipment to its destination.

The Buyer shall not be entitled to withhold payment or any part thereof from the Seller for reasons arising from counterclaims arising from defects in the Product or defects in its delivery.

The Seller and the Buyer agree that the Seller shall be entitled to unilaterally set off all legitimate claims owed by the Buyer, including claims due against those not yet due.

The Seller may require adequate payment of the purchase or other price in advance, in which case the Buyer shall be obliged to provide it.

Ownership rights to the Products shall pass to the Buyer at the moment when the purchase or other price, accessories and all legitimate claims of the Seller related to the payment have been paid in full. In the event of Buyer's default in payment of the price for the Product delivered for more than 60 days after the due date, Buyer agrees that Seller may prohibit further use or processing of the unpaid Product delivered by Seller and subsequently consents to Seller taking possession of and removing any Products delivered. Buyer represents that in such event it will pay Seller all costs reasonably incurred by Seller in connection with such action.

In case of delay in payment of the purchase or other price on the part of the Buyer, the Seller is entitled to suspend the Buyer's pending deliveries on the basis of the purchase or other contract until its full payment, without this constituting a breach of the concluded contract or the right to withdraw from it.

The Seller and the Buyer agree to contractual interest on late payment of the price of the delivered Products at the rate of 15% per annum and a contractual penalty

of 0.5% of the unpaid price of the Product for each, even if only for the first calendar week of delay in payment of the price of the Product on the part of the Buyer. This is without prejudice to the Seller's right to compensation for damages caused by the Buyer's delay in payment of the price.

The basis for payment of contractual interest on delay and contractual penalty is the invoice prepared by the Seller and delivered to the Buyer. In the event that the Buyer does not object to the correctness of the contractual default interest and penalty invoice within 14 days of its delivery to the Buyer, the Seller and the Buyer shall be deemed to have agreed that such contractual default interest and penalty invoices are rightfully charged and enforced by the Seller and their amount is correct.

In the event of the Seller's delay in delivering the Product to the Buyer on the basis of a concluded purchase or other contract, the parties agree on a contractual penalty, whereby the Buyer is entitled to a contractual penalty of 0.5% of the purchase price of the undelivered Product for each full week of delay. The Parties hereby agree that the total amount of contractual penalties applied for the Seller's delay shall not exceed 5% of the purchase price of the relevant undelivered Product.

The Buyer is entitled to claim these contractual penalties against the Seller within 120 calendar days from the date on which the Seller fulfils the contractual terms of the relevant purchase or other contract. Otherwise, the Buyer's right to liquidated damages shall be extinguished.

IV. Terms of delivery

Delivery of the Product is subject to the terms of INCOTERMS 2020, DAP - DELIVERED AT PLACE.

The Seller shall deliver the Product in accordance with the terms and conditions set out in the Order Confirmation or in the Purchase or other contract..

The delivery time begins when all terms and conditions of the purchase or other contract have been agreed, all payments due at the conclusion of the contract have been paid, and all necessary permits to perform the contract have been issued.

Transportation of the Product shall be performed by the Seller through its contracted carrier unless otherwise agreed in writing.

Delivery of the Product shall be the date on which the Seller places the Product at the disposal of the Buyer in the Seller's contract carrier's transport vehicle ready for unloading at the agreed destination specified in the Order Confirmation or, if not specified in the Order Confirmation, at an otherwise agreed destination.

The Seller's obligation to deliver the Product shall be deemed to have been duly and timely performed even if the Seller has allowed the Seller's contracted carrier to accept the Product but the Product has not been accepted by the carrier without any breach of duty on the part of the Seller.

Delivery times are extended by the period of delay on the part of the Buyer when the Seller cannot deliver the Product properly and on time due to the Buyer's delay.

The Seller is not obliged to deliver the ordered Product if the Buyer is in default of any contractually agreed payment for the delivered Product.

The moment when the risk of accidental destruction or other damage to the Product passes shall always be the moment when the Seller places the Product at the Buyer's disposal on the transport vehicle at the contractually agreed place of delivery of the Product.

The Buyer is obliged to take delivery of the Product at the agreed location within 3 days from the date of delivery and to subject it to immediate professional inspection.

In the event that the Buyer fails to take delivery of the Product, which does not exhibit obvious defects, within 3 calendar days from the date of delivery of the Product to the Buyer, the Seller shall be entitled to charge, in addition to the purchase or other price of the Product, the actual costs incurred for the subsequent handling and storage of the Product in the Seller's or third party's warehouse.

In this case, the Seller is not liable for defects that cannot be prevented due to storage of the Product, such as atmospheric corrosion, mechanical deformation of the Product, etc.

The Seller also reserves the right not to deliver the ordered Product or part thereof until the Buyer has paid the costs incurred by the Seller as a result of this situation.

In the event that the Product is delivered to the Buyer in several partial deliveries or before the date agreed in the Order Confirmation or in the Purchase or other contract, the Buyer is obliged to take over the Product or part thereof from the Seller or to take it over from the carrier at the agreed place..

Drawings, documentation and information of a technical nature provided by one of the Parties to the other Party shall remain the property of the Party that provided them and may not be used for any purpose other than that for which they were provided, including prohibition of copying, reproduction, transfer or publication and transfer to a third party, without the consent of the providing Party, under penalty of a contractual penalty of 50% of the price of the Product.

The foregoing provision is without prejudice to the Seller's right to compensation for damages so incurred.

The delivery shall include documents in accordance with the INCOTERMS 2020 rules, the provisions of the DAP - DELIVERED AT PLACE, or documents agreed in the Order Confirmation or in the Purchase or other contract, including drawings and other information necessary for the installation and operation of the Product. Seller shall not be obligated to provide Buyer with original or copies of manufacturing drawings of the Product or its replacement parts.

Delivery and acceptance of the Product shall be acknowledged by Buyer on Seller's carrier's delivery note including the shipping identification number.

Due to the specific nature of the Products (and the fact that they are manufactured on an order-by-order basis), the Parties agree that late delivery shall not be sufficient cause for cancellation of an order.

Delivery of a Product with defects shall not be deemed a material breach of a contract of sale or other contract made under these Terms and Conditions.

V. Withdrawal from or termination of the purchase or other contract

The Buyer is entitled to cancel the delivery of the Product under a concluded purchase or other contract only with the written consent of the Seller. In such case, the Buyer shall pay the Seller all costs associated with the cancellation.

Unless otherwise provided in the concluded purchase or other contract or in these Terms and Conditions, the Seller shall be entitled to cancel the contract in the event of a breach of any of the following obligations of the Buyer, each of which individually shall be deemed to be materia:

- to pay the price of the Product within 15 calendar days after the due date of the purchase price, including partial deliveries of the Product,
- take delivery of the Product within 5 days after delivery of the Product,
- inform the Buyer in writing and without undue delay of the following: dissolution of the Buyer's company with liquidation, appointment of an insolvency administrator or provisional insolvency administrator of the Buyer, determination of the Buyer's bankruptcy, declaration of bankruptcy over the Buyer's assets, restructuring of the Buyer's company, dissolution of the Buyer's company without liquidation, change of the Buyer's legal form, change of the Buyer's registered office or change of its postal address.

The Buyer is entitled to withdraw from the Contract in the event that the Seller:

- is in default in delivery of the Product according to the Order Confirmation or the Purchase or other contract for more than 30 days,
- delivers a demonstrably defective Product or part thereof in excess of 25% of the specific delivery..

Withdrawal from the contract shall take effect on the date of documented delivery of the expression of intent to withdraw from the contract to the other party.

Without prejudice to the provisions of this Article, neither Party shall be entitled to unilaterally withdraw from the Contract or unilaterally cancel the Order Confirmation and the Parties exclude the application of any dispositive provisions of law that would allow them to do so.

VI. Defects of goods, claims and rights arising from defects of goods

The Seller provides a guarantee for quality, i.e. that the delivered Product will be fit for use for its usual purpose within the agreed warranty period and that it will retain the agreed characteristics. The warranty period is 12 months from the date

of delivery of the Product to the Buyer. The Seller and the Buyer may agree on a different warranty period for the purposes of the Purchase Contract.

The Seller's liability for defects that are subject to the quality guarantee does not arise if the defects have been caused::

- Improper maintenance, improper installation or modification or repair or any use or handling of the Product contrary to applicable technical standards, industry knowledge and experience,
- external influences such as temperature, chemical or mechanical damage, if such damage occurs after the risk of damage to the Product has passed to the Buyer,,
- improper storage, handling, transportation, use, installation or quality control of the Product, installation of the supplied Product with an unauthorised product or repair of the Product without the prior written consent of the Seller,
- as a result of normal wear and tear to parts of the Product or the Product as a whole.

The Buyer shall inspect the Product for any apparent defects as soon as possible after the damage to the Product passes to the Buyer. In the case of transport of the Product by the Seller, the Buyer shall inspect the Product immediately after the Product is allowed to be unloaded from the transport vehicle. The Buyer shall indicate any apparent defects in the delivered Product on receipt in the relevant delivery note. No liability for obvious defects can be claimed after 15 days from the date of delivery of the Product. Other defects in the Product must be notified to the Seller in writing immediately upon discovery but before the expiry of the warranty period.

If the warranty period expires after the Buyer has had the opportunity to inspect the Product, liability for defects can no longer be claimed.

Complaints sent to the Seller by the last day of the warranty period shall be deemed timely, the date of delivery of the registered letter to the postal licence holder being decisive for compliance with the time limit.

The Buyer's complaint regarding defects in the delivered Product must be made in writing and accompanied by the following documents:

- a copy of the delivery note or CMR,
- a copy of the relevant purchase or other contract and invoice,
- identification of the Product, its technical specifications,
- a report describing the specific defects found and their extent with the validity of the official inspection certificate,
- a request from the Buyer as to how the complaint is to be resolved.

In the case of notification of Product defects (claims) made by telephone, e-mail or fax, such notification of Product defects (claims) must be sent to the Seller in writing by registered letter through the postal licensee within 3 calendar days.

The Seller shall notify the Buyer in writing within 15 working days of receipt of the complaint whether or not it accepts the complaint and the method of remedying the defects in the Product.

The Buyer must store the claimed Product or part thereof separately until the claim is closed and any handling or use of the Product which may make it difficult or impossible to verify the claimed defects in the Product supplied is prohibited. The Buyer shall allow the Seller to inspect the claimed defects of the Product and to hand over the claimed Product or part thereof to the Seller at the Seller's request, and the Buyer's failure to comply with this obligation shall extinguish all claims of the Buyer against the Seller for liability for defects.

The Buyer shall not be entitled to use or sell the claimed Product without the written consent of the Seller until the claim is fully closed..

In the event that the Buyer violates the above claim rules or the claim is not justified, the Seller reserves the right to reject the claim for defects in the Product. In such case, the Buyer shall pay to the Seller all costs incurred in connection with the handling of the claim..

In the event that the claim is justified, the Buyer may request either the delivery of a replacement Product or part thereof replacing the defective Product or part thereof or the repair of defects in the Product or a reasonable price reduction of up to 15% of the purchase price or other price. The Buyer shall have no other

claim against the Seller in respect of defects in the Product.

In the event of replacement of defective parts of the Product or the entire Product, the replaced defective parts or the replaced Product shall become the property of the Seller.

Repair of defects in the Product shall be made at the location specified in the purchase or other contract or the Buyer shall send the defective part or the entire Product to the Seller for repair. In the event that the Product is at a location other than that specified in the contract, the Buyer shall pay all costs of transporting the Product or part thereof to the Seller and/or any additional costs associated with travel to the location of the Product or part thereof.

The Seller shall disassemble the parts of the Product and reassemble them if this requires special expertise or skills. In the event that such knowledge and skill is not necessary, Seller shall fulfill its obligations under the Claims Procedure by properly delivering the repaired or replaced part of the Product or the entire new Product to Buyer.

The Parties agree that in the event that liability for damages is incurred by one Party, that Party shall be liable to the other Party only for actual damages and not for lost profits.

Unless contrary to the provisions of law from which no derogation may be made, the Seller shall not be liable for breach of its obligations if caused by delay or other breach of duty by its suppliers.

The Seller shall not be liable for any direct or indirect damage, injury or loss suffered by the Buyer or for the Buyer's loss of profits resulting from the use of the Product for a different purpose or in an environment requiring different characteristics of the Product from those specified in the Buyer's order.

VII. Governing law and dispute resolution

The Parties agree that all their disputes arising out of their business relations governed by or related to these Terms and Conditions, including disputes concerning their validity, interpretation or termination, shall be settled by the Arbitration Court of the Czech Chamber of Commerce and the Czech Chamber of Agrarian Affairs according to its rules by three arbitrators. The Parties shall submit to the decision of this Court. Its decision shall be binding on the Parties.

These Terms and Conditions shall be governed by the law of the Czech Republic. The application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods is excluded.

VIII. Supplementary Provisions for the Provision of Service

1. These General Terms and Conditions form an integral part of and apply to all contracts and orders of the Buyer accepted by the Seller for the provision of servicing, including one-off servicing and as part of service plans to which the Seller is a party.

2. The Seller undertakes to carry out the Service using qualified personnel in accordance with the principles of technical knowledge, technical documentation, documentation provided by the Buyer and the agreements of the parties.

3. The Seller undertakes to provide the equipment, tools, spare parts and consumables necessary for the performance of the Service, except for the equipment and consumables referred to in Article VIII.6 of these Terms and Conditions.

4. The performance of additional work beyond the scope specified in the contract or order requires a separate order from the Buyer pursuant to Article VIII.12 of these Terms and Conditions.

5. The Buyer undertakes to cooperate with the Seller in the performance of the service, in particular to ensure unrestricted access to the equipment to be serviced, which will enable safe performance of the service work. The Buyer undertakes to provide free of charge, to the extent necessary, the transport, lifting equipment and energy supply (fuel and electricity) necessary for the execution of the service.

6. The Buyer undertakes to inform the Seller immediately, i.e. no later than 1 working day after their discovery, of any defects and disturbances in the functioning of the equipment, as well as of the defects of the service discovered after its implementation, which is a condition for maintaining the warranty for the service performed.

7. The service covered by the contract shall be carried out at the location designated by the parties as specified in the service order or contract of the parties.

8. The service will be provided on working days from Monday to Friday from 8:00 to 16:00. In the event of the need to carry out the service outside the specified hours or on days that are not working days, the Buyer shall be obliged to pay the costs incurred as agreed with the Seller before the service is carried out.

9. In case of extension of service time due to reasons on the Buyer's side, the Buyer shall pay the additional costs incurred in accordance with the Seller's current price list.

10. The Seller shall not be liable for any damages or injury, including actual losses and lost profits arising from the Buyer's delay in providing the service, regardless of the cause of the delay. This exclusion shall not apply if the delay is the result of the wilful misconduct of the Seller or persons acting on its behalf.

11. The Buyer shall pay the costs for the activities carried out which are outside the scope specified in the Contract or Service Order, accepted by the Buyer or intended to protect the equipment from damage or destruction, in accordance with the Seller's current price list.

12. The Buyer is obliged to pay all claims against the Seller with the provision of services within the period specified in the contract concluded by the parties or on the invoice with the VAT and to the bank account specified therein.

13. The Seller shall have the right to withdraw from the implementation of the service or to terminate the service contract with immediate effect in the event of significant changes in the conditions agreed for the implementation of the service at the time of its commission or at the time of conclusion of the contract.

14. In the case of a service with several phases, for which a payment schedule has been established depending on the implementation of a specific group/sequence of services, the Seller may, in the event of default in payment after sending written notice to the Buyer, suspend the performance of the contract until payment is received, without liability for non-performance or improper performance of the contract, including possible deterioration of the technical condition of the equipment as a result of the failure to provide service.

15. The Seller shall have the right to suspend the performance of the service or withdraw from the Contract in the event of the Buyer's default in payment exceeding 7 days or in the event that the payment of the Seller's remuneration is doubtful due to the deterioration of the Buyer's financial situation as determined by the Seller.

16. The Seller has the right to suspend the execution of the service (contract) also in case the Buyer fails to fulfil the obligations specified in Article VIII.6 of these Terms and Conditions.

17. If, after the Service Order (conclusion of the Contract), any import tariff or duty rate for the acquisition of goods within the Community (EU), tax or any other public charge is introduced, or there are changes in the amount of such duties, taxes or charges, the Seller shall be entitled to update the agreed price to take account of the introduced or amended duties, taxes or charges.

18. The Seller guarantees the service and the parts replaced during the service for 250 motor hours according to the meter readings of the equipment (but no longer than 6 months), calculated from the start-up of the equipment after the service, within which it undertakes to eliminate any defects or irregularities resulting from incorrect implementation of the service and defects in the material of the parts used..

19. The warranty does not cover wear and tear of the equipment and spare parts installed therein resulting from normal use. The warranty does not cover fast-wearing parts (washers, seals, clips, metal rubber parts, hoses, etc.) or consumable parts (filters, etc.)

20. Parts and consumable parts removed as a result of inspections and repairs or worn out and damaged are the property of the Buyer. Exceptions are the compressor element in case of application of the exchange program (replacement of the element by exchange) and parts replaced under warranty repairs, which become the property of the Seller. If the Buyer does not accept the disassembled parts and materials within 30 days of the date of disassembly, they will be disposed of..

21. The warranty for the service provided does not cover repairs to equipment, accessories, installation and/or equipment or components that do not form an integral part of the equipment for which the service has been carried out, nor the costs associated with the supply, installation and operation of replacement equipment. In particular, the warranty does not cover components that are not an integral part of the equipment.

22. in the event that the Buyer has notified the Seller of defects and disruptions

in the operation of the equipment or defects in the service provided found after its implementation, and no defect for which the Seller is responsible has been found as a result of the service intervention, the Seller shall be entitled to claim compensation for the costs related to this service intervention.

23. The Seller shall be liable only for those defects in the service performed which are manifested in the operating conditions of the equipment in accordance with the user manual of the equipment and provided that the Buyer carries out regular and warranty checks in accordance with the plan provided for the equipment, uses only original parts and consumable parts of the Seller and does not interfere with the internal system, design and mechanisms of the equipment without the written consent of the Seller or an expressly authorized authorized service of the Seller.

24. The Seller shall not be liable for any damages or other injury, including actual losses and lost profits, resulting from the Seller's failure to service or improper servicing, except to the extent that the foregoing was the result of an intentional act or omission or the Seller's liability as expressly set forth in these Terms and Conditions or the contract entered into by the parties. The Seller's liability in connection with the provision of service, the list of events and the liability cap is set out in Atlas Copco's civil liability policy.

25. All technical documentation (including drawings, diagrams, descriptions) relating to the equipment covered by the Contract and provided to the Buyer by the Seller in connection with the provision of the Service shall remain the property of the Seller.

26. All technical documentation (including drawings, diagrams, descriptions) and other technical information provided to the Buyer by the Seller shall not be used by the Buyer without the Seller's consent for purposes other than those specified at the time of transfer. In particular, the Buyer may not reproduce, copy, use, disclose or communicate the technical documentation (including drawings, diagrams, descriptions) and technical information to third parties without the consent of the Seller.

IX. Effects of insolvency proceedings, enforcement order, liquidation and impaired capacity to meet obligations

In the event that insolvency proceedings are commenced against the Buyer as a debtor within the meaning of the Insolvency Act or similar legislation in force in the country of the Buyer's registered office or place of business, or execution is ordered against the Buyer within the meaning of the law in force in the country of the Buyer's registered office or place of business, or the Buyer is in liquidation according to the relevant legislation in force in the country of the Buyer's registered office or place of business, or the Buyer's ability to fulfil the obligations under the concluded purchase or other contracts is substantially reduced, the Seller is entitled to charge the Buyer a one-off contractual penalty of 10% of the price of the Product ordered or delivered and not paid or partially paid for according to the concluded purchase or other contract.

X. Final Provisions

The Parties agree that in case of doubt, the relevant provisions of the International Code of Conduct (ICC) - INCOTERMC 2020 Delivery Terms and Conditions DAP-DELIVERED AT PLACE shall be applied for the legal interpretation of the Terms and Conditions and the actions taken on the basis thereof.

Force Majeure means an extraordinary and unforeseeable obstacle preventing the performance of the Seller's obligations under a contract of sale or other contract, which has occurred independently of the Seller's will and which could not have been prevented by the Seller or the Buyer, unless it is an obstacle arising from personal circumstances or arose only at a time when the Seller was in default in the performance of the agreed obligation. If there are circumstances of force majeure that prevent the Seller or its subcontractors from fulfilling their contractual obligations, the Seller shall have the right to extend the delivery period for delivery of the Product or to withdraw from the purchase or other contract, in both cases without any obligation to compensate the Buyer.

The Buyer may not be relieved of the due performance of its financial obligation even with reference to force majeure.

None of the Buyer's rights or obligations under the Purchase or other contract may be assigned or otherwise transferred to a third party without the prior written consent of the Seller.

This is without prejudice to the Buyer's and Seller's ability to use third parties as contract carriers for the carriage of the Product..

If the Buyer refuses or prevents delivery of a document from the Seller, the relevant document shall be deemed to have been delivered on the date of refusal

or prevention of delivery.

The Seller shall process any personal data provided by Customers exclusively on the basis of legal regulations (in particular Act No. 110/2019 Coll, on the processing of personal data, as amended, and Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC - General Data Protection Regulation). Further information on the handling of personal data and on the processing, storage and deletion of such data within our Company can be found in the Seller's privacy statement available on the website: <https://www.atlascopco.com/cs-cz/legal-notice>.

These Terms and Conditions come into force on the date of their issue.

4 June 2024

Momčilo Marić, General Manager