

GENERAL TERMS FOR PURCHASING OF GOODS AND/OR SERVICES FROM SALTEK s.r.o.

Date: 10th December 2020

SUBJECT: purchase of goods and/or services from the company SALTEK s.r.o.

1. DEFINITIONS AND INTERPRETATION**1.1** The expressions applied in this document have the following meaning:

“SALTEK GPT” are these General terms for purchasing of goods and/or services;

“Supplier” is a party providing Goods and/or Services to the Purchaser under a Contract;

“Purchaser” is SALTEK s.r.o., which order Goods and/or Services from the Supplier;

“Delivery” means the supply of Goods and/or the provision of Services by the Supplier subject to INCOTERMS® 2010 as agreed in the Contract/Order;

“Order” or **“Purchase Order”** is the Purchaser’s order issued to the Supplier to provide Goods and/or Services as specified in the Order governed by the SALTEK GPT, resp. by the Contract, if applicable; an Order can be electronic or written; both the electronic and written Order must contain the reference to the SALTEK GPT; any reply, written correspondence, information or documentation relating to the Purchaser’s Order must be provided by the Supplier in the same language as the language of the Order of the Purchaser;

“Modified Order” means modification to an Order such as alteration to, amendment, reduction, extension of or other changes to the Order or its part;

“Framework Agreement” is an agreement upon which the Purchaser is entitled to carry out more Orders;

“Contract” means a written agreement, understanding, a Framework Agreement and/or Order to purchase Goods and/or Services, always incorporating the SALTEK GPT, accepted by the Supplier (either explicitly, in a written declaration, or by fulfilment of the Contract, even if partly);

“Goods” are physical (tangible) items to be supplied by the Supplier in compliance with the Contract / Order.

“Services” means services provided by the Supplier under the Contract, including all results of work, i.e., materials, documents, software or other items which are the Result of Services in any form or on any media, including all data.

“Party” means the Supplier or Purchaser;

“Data of the Purchaser” means any data or information obtained by the Supplier during the preparation or performance of a Contract relating to the Purchaser, particularly including, but not limited to, all confidential technical and business information as well as data or information available to the Purchaser related to a particular or specified person, legal entity or any other person, governed by the laws and legal regulations on the protection of data or privacy, and/or if these are classified as “personal details”, “sensitive details” or “data usable for the identification of a person” within the meaning of the relevant legal regulations;

“Intellectual Property Rights” means all property rights to the results of creative intellectual activities protected by law, including any patents, patent applications and related partial and ongoing applications, utility models, industrial designs, trade names, trademarks, copyright (to resource software codes, documentation, data, reports and other material which can be subject to the copyright or display such things) and their respective applications, extension or renewal, as well as copyright to the results of creative intellectual activities protected by the confidentiality obligation, including, but not limited to, know-how and trade secrets;

“Compensation for intellectual rights” is the provision of full compensation to the Purchaser by the Supplier for any harm inflicted on the Purchaser as a result of any infringement of the Intellectual Property Rights of third parties for which the Supplier is responsible; harm shall particularly be understood as additional costs or expenses, satisfaction of a claim or requirement, incurred liability (particularly liquidated damages), incurred loss or damage (including indirect and subsequent losses and damages, as well as loss of income and remedy and satisfaction for damage to good reputation, all appurtenances of such rights, such as interest, default interest and costs of the defence or exercise of rights, including legal or other services) and contractual fines.

“Built-in software” means the software necessary for using the Goods and/or Services built into the Goods and/or Services and delivered as their constituent part, however, it is not any other software which will be subject to a separate licence agreement;

“VAT” means value added tax or any business tax paid by the transferee to the alienor or service provider as part of or an increase in the sales price;

2. USE OF TERMS

- 2.1 The SALTEK GPT (the latest version available to the Supplier upon the conclusion of the Contract) are the sole terms and conditions upon which the Purchaser is ready to negotiate with the Supplier about the supply of Goods and /or Services, which will govern the Contract between the Purchaser and the Supplier, whereas the use of any other terms and conditions is excluded, with the exception of and to the extent of cases explicitly agreed in writing between the Purchaser and the Supplier.
- 2.2 No conditions designated in the Supplier’s offer or in its receiving Order, specifications or similar documents eventually contained in these or delivered together with these, will form part of the Contract and the Supplier waives all its rights following from the use of such conditions.
- 2.3 The Purchaser can specify the time period for its acceptance in the Order; should the Supplier fail to accept the Order within this time period, the Order shall not be binding for the Purchaser upon its expiry.
- 2.4 All amendments or modifications to the of the Contract, including the SALTEK GPT, will only be effective if explicitly agreed by the Parties in writing and duly signed by the authorised representatives of the Purchaser and Supplier.
- 2.5 References to any laws or individual statutory provisions contained in the SALTEK GPT are references to laws and statutory provisions effective at the time of the submitted Order, unless otherwise specified by the Purchaser.

3. SUPPLIER'S OBLIGATIONS

- 3.1 The Supplier shall deliver Goods and/or Services:
 - 3.1.1 in compliance with effective legal regulations;
 - 3.1.2 in compliance with the quality standards as listed in Article 9.1. and specified in the Contract;
 - 3.1.3 without defects or encumbrance by any rights of third parties;
 - 3.1.4 as of the date identified in the Contract;
 - 3.1.5 in the quantity specified in the Contract;
 - 3.1.6 precisely corresponding to all the specifications and respective documentation, required material, manner and quality of processing;
 - 3.1.7 in compliance with all instructions of the Purchaser, including its requirements and programmes for protection of health, safety and the environment; and
 - 3.1.8 in such a manner that they are suitable for the purpose explicitly communicated to the Supplier or following from the Contract and, provided such purpose was not communicated or they do not follow from the Contract, then for the purposes for which the Goods or Services, identical or similar, are commonly used.

- 3.2 The Supplier shall not replace or modify any materials used in the Goods and/or used in providing the Services and/or results from these, or carry out any changes in the implementation of the Goods without the prior written approval of the Purchaser.
- 3.3 The Supplier shall ensure that the Goods and/or results of the Services are arranged and packed in the manner usual for such Goods and/or results of Services, or in a manner which will enable conservation and protection.
- 3.4 The Supplier shall submit invoices in a certifiable form, i.e., pursuant to the cogent provisions of the valid legal regulations of the Supplier and Purchaser's legislation, generally recognized accounting principles and special requirements of the Purchaser. An invoice must contain at least the following information: the name, registered office and contact person of the Supplier, including contact information (telephone, e-mail, etc.), date of invoice, invoice number, Order number (shown in the Order), registered office of the Purchaser, quantity, specification of the delivered Goods and/or Services, price (total sum charged), currency, tax or VAT, tax identification number, and payment terms.
- 3.5 The Seller will deliver to the Purchaser an invoice separately to the delivery of the Goods and/or provision of Services. Invoices will be sent by e-mail or by mail to the address specified in the Order.
- 3.6 Any fees or expenses not approved by the Purchaser in writing will not be paid.
- 3.7 Services provided and charged at an hourly rate shall require the written approval of the Supplier's timesheets by the Purchaser. The Supplier shall submit to the Purchaser the respective timesheets in sufficient time to approve these. An approval of timesheets shall not constitute an approval of any claims. The Purchaser is not obliged to pay invoices based on timesheets which were not approved by the Purchaser in writing.
- 3.8 The Purchaser is authorized to issue a Modified Order to the Supplier in order to alter, modify, add or extend the ordered Goods and/or Services or their part; the Supplier shall meet such a Modified Order. The Parties shall negotiate the effects of the Modified Order on the respective price. Should the Parties fail to agree on the modified prices within a reasonable period, the Supplier will fulfil the Modified Order and the effects on the price or any compensations will be specified subject to the following principles in the following order of priority: (1) approved list of unit prices; (2) aggregate amount agreed between the Parties; (3) approved cost with margin; or (4) a combination of the specified methods. Should the approved list of unit prices fail to cover the subject of performance according to the Modified Order, the Parties will agree on an additional list of prices used for similar goods and/or services and attach it to the existing list of unit prices. The Supplier shall not defer or delay the fulfilment of the Modified Order because of disputes not even with reference to the fact that the Modified Order requires acceptance by the Supplier, or subject to a negotiation on the price or the extension of deadlines. The Modified Order requested by the Supplier shall not become binding until it is explicitly accepted by the Purchaser in writing.
- 3.9 The Supplier shall not in any way whatsoever suspend or delay the Delivery of any Goods and/or provision of Services, including their results, to the Purchaser. For events of force majeure, Article 16. shall apply.

4. PURCHASER'S OBLIGATIONS

- 4.1 The Purchaser shall pay the purchase price to the Supplier stated in the Agreement under the agreed payment conditions for the Goods and/or Services supplied by the Supplier, in accordance with the terms and conditions of the respective Contract and the SALTEK GPT, provided the invoice meets the requirements specified in Article 3.4 and 3.5. Should the payment terms be specified by the cogent regulations of the applicable law, these conditions shall prevail.
- 4.2 If the Purchaser (or its representative) inspects or examines the supplied Goods and/or Services upon acceptance, the Supplier shall not be entitled to the payment of the price until a positive result of the check has been established confirming compliance with the Purchaser's order.
- 4.3 The Purchaser reserves the right to set off the due amount to the Supplier against the receivables from the Supplier, or not pay for Goods and/or Services not delivered in compliance with the Contract.

5. DELIVERY, PROVIDING SERVICES

- 5.1 Unless otherwise agreed herein, the Goods and/or Services, including the results, must be delivered subject to the required conditions (INCOTERMS® 2010) to the place specified in the Contract, or should such a place not have been specified, to the Purchaser's commercial unit.
- 5.2 Services must be provided at the place specified in the Contract, or should such a place not have been specified, at the Purchaser's commercial unit.
- 5.3 The Supplier will provide at least the following information upon delivery of the Goods and/or Services: Order number, date of the Order, number of packages and their content, number of customs pricelist, state of dispatch, RoHS compliance, and country of origin of all delivered Goods and/or results of Services. Respective national control numbers must be specified for the checked Goods and/or Services. The evidence of preferential origin, as well as the compliance certificate and designation of the state or area they come from, should be submitted without request; certificate of origin upon request. The Supplier will state the accurate and complete Order number on all invoices and delivery notes (particularly, but not limited to, commercial, pro-forma invoices or invoices for customs proceedings). The Supplier is fully responsible for all and any damages incurred as a result of the breach of these obligations, particularly, but not limited to, any damages arising from delay.
- 5.4 The Goods will be delivered and the Services provided during the operation time of the Purchaser, unless otherwise requested by the Purchaser.
- 5.5 If the Purchaser has approved partial deliveries, the delivery note will contain the partial delivery as well as the remaining quantity to be delivered later.
- 5.6 The title to the Goods and/or results of the Services shall pass to the Purchaser when these are delivered, unless agreed otherwise in writing. Should the Goods and/or Results of Services contain any Built-in software, the title to such Built-in software will not pass to the Purchaser, however, the Purchaser and all users will have the irrevocable, permanent, transferable and non-exclusive right to use this Built-in software throughout the world without the necessity to pay any royalty payments (free of charge) as an integral part of such Goods and/or Results of Services or in order to operate such Goods and/or results of Services. Should a third party own the Built-in software or its part, the Supplier shall obtain the relevant software licences from the third party prior to the Delivery in order to comply with its obligations following from the Contract.

6. TAKE-OVER

- 6.1 The Purchaser shall not accept the Goods and/or Services until a reasonable time period expires as of the Delivery, during which the Purchaser can inspect these or carry out tests on these, or, in the event of defects in the Goods and/or Services which were not reasonably ascertainable at the inspection, before a reasonable time expires after such a defect becomes apparent. All obligations of the Purchaser to inspect the Goods and/or Services shall be limited only to a check of quantity, type and visible defects or damage incurred as a result of transport.
- 6.2 The Parties can agree on a specific take-over process, in which case the take-over will be conditioned by an explicit written declaration of the Purchaser on the acceptance/ take-over. The Supplier will inform the Purchaser in advance within a reasonable period of time that the Goods and/or Services are ready for inspection, testing or take-over.
- 6.3 If the Goods delivered to the Purchaser fail to comply with the conditions specified in Article 3 (Supplier's obligations) or the Supplier is otherwise in conflict with the Agreement, then without any other rights of the Purchaser being affected, particularly the rights available to the Purchaser pursuant to Article 10 (Rights from breach of obligations), the Purchaser can refuse the Goods and/or Services and/or require substitute delivery of the Goods and/or Services in such a manner that these are already in compliance with the Agreement, or request the return of all payments made by the Purchaser to the Supplier.

7. DELAY IN DELIVERY

Should the Goods not be delivered or Services not be provided by the agreed delivery time, then, without prejudice to any other rights available to the Purchaser, the Purchaser has the following rights:

- 7.1 to rescind the Agreement or its parts;
- 7.2 to refuse any subsequent delivery of Goods or provision of Services the Supplier tries to implement;
- 7.3 to require compensation from the Supplier for all expenses reasonably incurred by the Purchaser to obtain substitute Goods and/or Services from another Supplier;
- 7.4 to require compensation for all additional costs, losses or expenses incurred by the Purchaser which might be reasonably understood as costs incurred as a result of a failure to supply the Goods or provide Services within the agreed delivery period from the Supplier; and
- 7.5 to require a contractual fine of 0.2 % of the price of the whole performance for every commenced week of delay, unless the contractual fine is agreed in the Contract, however, maximum 5 % of the price of the whole fulfilment.
- 7.6 to request a contractual fine agreed in the Contract.

8. INSPECTION

- 8.1 The Supplier will enable the Purchaser and/or its authorised representative to inspect the Goods and/or Service, including the production units of the Supplier, during the business hours of the Supplier, provided the Purchaser notifies its intention to carry out such inspection in sufficient time beforehand and/or to request samples for testing of the respective Goods and/or Services, including the results of Services or their parts and materials of which the Goods and/or Services consist, including the Results of Services, and/or inspection of providing the Services and/or testing of the Goods and/or Results of Services or their parts.
- 8.2 Should the Purchaser conclude after the inspection or testing that the Goods do not comply or presumably will not comply with the Contract or any approved specifications, including specifications of the material, the manner of processing and other similar criteria, documentation and quality requirements, or they have not been implemented in line with the generally recognized practice, procedures or standards of the respective industry, the Purchaser shall inform the Supplier thereof and the Supplier will take all necessary actions to ensure compliance with the Agreement without undue delay. The Supplier is also obliged to carry out other necessary inspections or tests at its own expense; the Purchaser has the right to take part in these.
- 8.3 Regardless of any inspections of the Goods or tests carried out by the Purchaser, the Supplier will remain fully responsible for the compliance of the Goods and/or Services with the Contract. This applies irrespective of whether the Purchaser exercises its right to carry out the inspection and/or tests, and its obligations for the Supplier under the Contract will not be affected. To avoid any doubts, inspections or tests of the Goods and/or Services carried out by the Purchaser do not release the Supplier from its responsibilities or obligations from the warranty in any way whatsoever, nor will they be limited in any manner.

9. WARRANTY

- 9.1 The Supplier guarantees that the Goods and/or Services:
 - 9.1.1 comply with the Contract, including all the specifications, particularly the specified material, manner of processing and other similar criteria, documentation and requirements for quality or, should such specifications be missing, or they are supplied or provided in line with the generally recognized procedures and standards of the respective industry, and they are suitable for use for the purpose the goods with the same characteristics, identical or similar type are commonly used for, and that they will keep the functionality and performance in line with the expectations of the Purchaser made subject to the information, documentation and statement of the Supplier;
 - 9.1.2 they are suitable for any particular purpose of which the Supplier was explicitly or implicitly informed in the Contract;

- 9.1.3 are new and unused as of the date of the Delivery;
- 9.1.4 are without defects or encumbrance by any rights of third parties;
- 9.1.5 feature characteristics demonstrated by the Supplier to the Purchaser on a specimen/ sample or model;
- 9.1.6 are in line with Article 12 (Compliance with respective legal regulations).
- 9.2 Unless otherwise agreed in the Contract, the guarantee period is twenty-four (24) months from the date of delivery of the Goods or acceptance/ take-over of the Services.
- 9.3 In the event of failure to observe the warranty regulated by this Article 9, the Purchaser is also entitled to exercise the rights set forth below in Article 10 (Rights from breach of obligations).

10. RIGHTS FROM BREACH OF OBLIGATIONS

- 10.1 Should the warranty under Article 9 (Warranty) be violated or should the Supplier violate any of the contractual terms, the Purchaser shall notify the Supplier thereof in writing and allow the Supplier to remedy such breaches. If the Supplier fails to remedy such a breach within forty-eight (48) hours of the delivery of such a notice from the Purchaser, then the Purchaser will be authorised to exercise one or more of the below-stated rights at the Supplier's expense at its discretion:
 - 10.1.1 to provide additional possibilities to the Supplier to carry out other work necessary to ensure proper fulfilment of the Contract;
 - 10.1.2 to carry out (or assign a third party to take) other actions or work necessary so that the Goods and/or Services comply with the Contract;
 - 10.1.3 to provide for immediate repair or replacement of any defective Goods and/or Services for defect-free Goods and/or Services under the Contract;
 - 10.1.4 to refuse to take over any other Goods and/or Services without relieving the Supplier of the responsibility for already supplied defective Goods and/or Services;
 - 10.1.5 to require the recovery of damages incurred by the Purchaser as a result of a breach of the Contract on the side of the Supplier;
 - 10.1.6 to rescind the Agreement; in that case, the Purchaser will not be obliged to compensate any supplied Goods and/or provided Services not yet paid, and the Supplier will be obliged to return to the Purchaser all payments received from the Purchaser for the Goods and/or Services, and the Supplier will accept the Goods and/or Results of Services back at its own expense and responsibility.
- 10.2 The whole guarantee stipulated in Article 9.2 will start again if the rights specified in Articles 10.1.1, 10.1.2 or 10.1.3 are applied.
- 10.3 The rights available to the Purchaser that are specified in the Contract are cumulative and do not exclude any rights following from the laws or from principles of justice.

11. INTELLECTUAL PROPERTY

- 11.1 The Supplier hereby grants the Purchaser, or it undertakes to ensure that the Purchaser will be granted, an irrevocable, permanent, transferable and non-exclusive licence for the use of Intellectual Property Rights, including the Built-in software, if any, throughout the world, without the necessity to pay any royalty (free of charge).
- 11.2 The Supplier hereby transfers to the Purchaser all ownership rights to Intellectual Property rights to the Results of the work arisen from the Services, with territorial validity wherever it is enforceable. The Supplier further agrees that upon the call and at the expense of the Purchaser it will make all other documents and transfers and it will take all actions which can be necessary to ensure defect-free entitlement of the Purchaser to the Intellectual Property Rights or to enter the Purchaser as the owner of the Intellectual Property in any register, including an entry with the national registration authorities or private registration organisations.

- 11.3 Intellectual Property Rights related to the Results of the services created by the Supplier or those held in trust subject to a licence prior to entering into the respective Contract and all their consequential modifications (hereinafter the “Work existing before”) shall remain the property of the Supplier or respective third party (owner). Should such Work existing before be part of any Results of services supplied by the Supplier, the Purchaser will have a worldwide, irrevocable, permanent, transferable, nonexclusive and free-of-charge licence to use the Work existing before, including the authority to further improve, develop, launch onto the market, distribute, sublicense and use the Results of the work comprising the Work existing before. The Supplier will not be prevented from using its own know-how or its own Work existing before in any way while providing the Services nor will any limitations be placed on it in this respect.
- 11.4 Should the Goods and/or Services supplied by the Supplier violate any Intellectual Property Rights of a third party, the Supplier will be obliged to provide the Purchaser with Compensation for the intellectual rights, regardless of any contradictory or devious provisions of the Contract. Compensation for intellectual rights will not limit any other rights of the Purchaser to liquidated damages. The obligation of the Supplier to provide the Purchaser with Compensation for intellectual rights and liquidated damages subject to this Article does not apply to instances where the responsibility or a loss was caused by the own Intellectual Property Rights of the Purchaser to the Goods and/or Services added or deposited, already existing before.
- 11.5 Should a claim be brought against the Purchaser related to a breach of Intellectual Property Rights, the Supplier shall, at its own expense, however, upon a decision of the Purchaser, (1) ensure for the Purchaser the right to continue using the Goods and/or Services; (2) modify the Goods and/or Services in such a manner that the Intellectual Property Rights are not violated; or (3) replace the Goods and/or Services in such a manner as to prevent any violation of the rights to Intellectual Property.
- 11.6 If the Supplier cannot take the measures requested by the Purchaser subject to Article 11.5, the Purchaser will be entitled to rescind the Contract and request the recovery of all amounts already paid to the Supplier upon that. In any event, the Purchaser can require liquidated damages under Article 11.4 as well as a compensation for all additional costs, losses or damages incurred in any manner.

12. COMPLIANCE WITH LEGISLATION AND MORAL

- 12.1 Goods and/or Services must be supplied / provided by the Supplier (except the above-stated requirements and characteristics) also subject to the applicable legal regulations, laws and other conditions announced or identified by any national authorities or public law authorities.
- 12.2 The Supplier and its subcontractors must comply with the notification obligation and other requirements concerning the Conflict Materials, and they must provide the respective documents, certificates and depositions to the Purchaser, if requested.
- 12.3 Any breach of obligations specified in this Article 12 is a material breach of the Contract.
- 12.4 A material breach of the Contract by the Purchaser authorises the Supplier to rescind the Contract with immediate effectiveness; rescission will not affect any other rights following from this contractual relationship or valid legal regulations, particularly the right to compensation for property or immaterial harm, the right to satisfaction and contractual penalties.

13. CONFIDENTIALITY, DATA SECURITY, DATA PROTECTION

- 13.1 The Supplier shall:
- 13.1.1 unless otherwise agreed in writing, keep all the data of the Purchaser strictly secret, as well as all other information related to the Purchaser’s business, its products and/or its technologies obtained by the Supplier in connection with the Goods and/or Services (irrespective of whether it was before the execution of the Contract or after it). The Supplier shall restrict the disclosure of such confidential information only to its employees, agents, subcontractors and third parties who have to know them in order to deliver the Goods and/or Services to the

Purchaser. The Supplier shall ensure that the obligation of confidentiality covers these employees, agents, subcontractors or other third parties and that they are bound by it in the same scope in which it shall apply to the Supplier, whereas the Supplier will bear responsibility for any unauthorised disclosure of any data or information;

- 13.1.2 not reproduce any Purchaser's data or their parts, in any form, with the exception of cases where the respective contractual documents shall require this, or not use any Purchaser's data for any other purpose than to supply the Goods or provide the Services, or not disclose any Purchaser's data to any third parties, with the exception of the Other permitted beneficiaries or in cases where the Purchaser granted its prior written consent thereto;
- 13.1.3 immediately inform the Purchaser of any suspicion of violation of data security or another serious extraordinary event or unusual incident related to the Purchaser's data.
- 13.2 Should the respective Purchaser's data be especially sensitive and the Purchaser believes that they require an independent confidentiality agreement, the Supplier agrees to its execution. The same also applies to protection of data not covered by this Article 13 and which can require an independent agreement on data processing subject to the applicable laws and regulations.
- 13.3 The obligations under this Article 13 will continue for an unlimited period, i.e., they will remain in full force even after expiration or termination of the Contract for any reason whatsoever.

14. RESPONSIBILITY AND INDEMNITY

- 14.1 The Supplier is responsible for managing and leading all its employees, contractors and/or subcontractors, whereas it will bear responsibility for any conduct, delay, negligence liabilities of its employees, contractors and/or subcontractors and their representatives, employees and personnel in the same scope as it would apply to any conduct, delay, negligence or liabilities of the Supplier.
- 14.2 The provisions of this Article 14 will remain in full force even upon fulfilment of the obligations, receipt of the fulfilment or payments according to the Contract, whereas they also apply to any Goods, Services and/or Results of work supplied/provided by the Supplier to the Purchaser in exchange or as replacement for originally supplied Goods and/or Results of work or provided Services.
- 14.3 The Purchaser has the right to set off any of its claims following from the Contract against any amounts due to the Supplier.

15. TERM, TERMINATION AND WITHDRAWAL FROM AN ORDER

- 15.1 The Purchaser can unilaterally terminate the Contract or its part, concluded between the Parties, and without giving a reason, with a notice period of thirty (30) days. The Purchaser will then be obliged to pay the Supplier the price of the already delivered but unpaid parts of the Goods and/or so far provided Services and proven direct costs reasonably incurred by the Supplier for the so far supplied but unpaid parts of the Goods and/or not provided Services, however, the price paid will never exceed the agreed price of the Goods and/or Services according to the respective Contract. Compensation for any other expenses incurred in connection with unsupplied Goods and/or not provided Services is explicitly excluded.
- 15.2 In the case of the Supplier's breach of the Contract, the Purchaser will be entitled to rescind the Contract if the Supplier fails to take adequate measures to remedy the breach subject to the request of the Purchaser pursuant to Article 10.1. within 48 hours. The Purchaser will not be obliged to provide the Supplier with any compensation for the already supplied, however, unpaid parts of the Goods and/or provided, however, unpaid parts of Services, whereas the Supplier shall return to the Purchaser all amounts accepted from the Purchaser for the Goods and/or Services and at its own expense and risk take the Goods and/or Services/Results of Services back.
- 15.3 The Purchaser is authorized to rescind the Contract with immediate effect by sending a notification to the Supplier provided a request for issuing a prior measure or for approval of an agreement with creditors, or for filing a motion for commencement of insolvency or issuing a decision on insolvency against the Supplier, is filed; eventually, if any circumstances occur which authorise the court creditors to appoint an insolvency trustee or another similar trustee

or submission of motion for disposal or issuing a decision on liquidation or filing another similar motion against the Supplier or by itself because of its insolvency or indebtedness.

15.4 After termination of the Contract, the Supplier is obliged to immediately and safely return at its own expense all the property of the Purchaser which was handed over to the Supplier in connection with the Contract (including all the Purchaser's data, all documentation, data and respective Intellectual Property Rights) as well as information which belongs to the Purchaser, kept by the Supplier at that time or under its control, and to provide complete information and documentation to the Purchaser related to the Goods and/or provided Services or their parts.

16. CIRCUMSTANCES EXCLUDING RESPONSIBILITY - FORCE MAJEURE

16.1 Neither Party shall bear responsibility for any delay in the fulfilment of its obligations or failure to meet its obligations following from the Contract, if the delay is a consequence of an event of "Force Majeure". To avoid any doubts, Force Majeure shall be understood as a circumstance which was not foreseeable by the affected Party at the time of concluding the Contract, it was not possible to prevent it, the affected Party has no reasonable control over it and the affected Party is not responsible for its origin, i.e., provided that such a circumstance prevents the affected Party, regardless of any reasonable efforts, from the fulfilment of its Contractual obligations and that the affected Party informed the other Party within five (5) calendar days of the occurrence of force majeure.

16.2 Should the event of force majeure take more than thirty (30) calendar days, either Party will be entitled to terminate the Contract in writing with immediate effect and without the incurrance of any responsibility against the other Party. Both Parties shall be obliged to make reasonable efforts to minimise the effects of force majeure.

17. DELIVERY

All communication will be sent by way of mail consignments, courier service, or electronic mail, to the address of the relevant Party shown in the Contract, or to the address the Party notifies the other one in writing for this purpose.

18. WAIVER OF RIGHTS

Should either Party fail to exercise or execute any of its rights under the Contract, at any time or for any long period, it shall be understood that this fact does not constitute a waiver of rights and it will not be construed in such a way, whereas any later enforcement or performance of such rights or any other rights following from the Contract shall not be affected by that.

19. GOVERNING LAW AND DISPUTE RESOLUTION

19.1 Contracts (including, but not limited to, the SALTEK GPT) are governed by and will be construed pursuant to the legislation of the country in which the Purchaser has its registered office, with the exception of the rules on conflict of laws and The United Nations Convention on Contracts for the International Sale of Goods.

19.2 Any and all disputes or disputes incurred from the Contract or in connection with it, including all questions related to the existence, force or dissolution of the legal relationship based on the Contract, which cannot be resolved amicably, will be submitted for resolution to the competent court of the Purchaser, unless the Parties agree in writing that such disputes will be decided by a different general court.

19.3 In the case of a dispute, the defeated Party will pay the winning Party the costs of legal representation and other costs reasonably incurred in connection with the dispute.

20. SEVERABILITY

The invalidity or lack of enforceability of any provisions of the Contract has no effect on the validity or enforceability of the remaining provisions, whereas the Contract will be effective in such a manner as if such invalid, unlawful or unenforceable provision were removed and replaced by a provision with a similar business effect as the provision removed, if the other provision can do so.

21. CONTINUATION

- 21.1 The provisions of the SALTEK GPT where it is explicitly stated that they shall continue even after termination of the contractual relationship, or their character or context, that they should continue also after termination of the contractual relationship, will remain in full force and effectiveness regardless of any termination of force of the SALTEK GPT.
- 21.2 Obligations identified in Articles 9 (Warranty), 10 (Rights from breach of obligations), 11 (Intellectual Property), 13 (Confidentiality, data security and data protection) and 14 (Responsibility and indemnity) will continue even after termination of the contractual relationship.

22. RELATIONSHIP BETWEEN THE PARTIES

The relationship between the Parties is a relationship of independent and non-affiliate Parties, whereas the Contract will not be construed in such a manner that the Supplier is a representative or employee of the Purchaser or that it is in association with the GPT of the Purchaser, and as such, the Supplier is not entitled to represent the Purchaser.