

## General terms and conditions of deliveries by PRAKAB Pražská Kabelovna s.r.o.

### 1. General provisions

- 1.1. These general terms and conditions of delivery (hereinafter referred to as the 'Terms and Conditions') govern the framework within which PRAKAB Pražská Kabelovna s.r.o. concludes purchase contracts for the supply of cable products and their accessories, as well as the content of these purchase contracts and the rights and obligations of the Buyer and Seller under these contracts. They also, but not exclusively, regulate claims for breach of obligations under these contracts. Unless otherwise expressly agreed in writing, these Terms and Conditions are an integral part of every purchase contract concluded by the company for the delivery of cable products and their accessories. Terms other than these may only be applied if expressly agreed in writing. The parties may only deviate from these Terms and Conditions with a mutual written agreement.
- 1.2. The Seller is PRAKAB Pražská Kabelovna s.r.o., registered office at Ke Kablu 278, Hostivař, 102 00 Prague 10, Czech Republic, CRN: 43873189, VAT No.: CZ43873189, registered in the Commercial Register maintained by the Municipal Court in Prague in Section C, File 173449. A Buyer is a natural or legal person who concludes a purchase contract with the Seller for the delivery of cable products and their accessories, and the transfer of ownership to the Buyer in return for the Buyer's obligation to take over the cable products and pay the Seller the purchase price.
- 1.3. Price information and other statements and promises are only binding for the Seller if expressly agreed in writing.
- 1.4. A purchase contract can be concluded on the basis of an order submitted by the Buyer to the Seller, which must meet the following basic requirements:
  - exact name of the Buyer's company (first and last name of a natural person or name of a legal entity), CRN, VAT No., the Buyer's address (residence and place of business of a natural person or registered office of a legal entity), the Buyer's bank details
  - contact person, telephone number, delivery address
  - name of the Seller's ordered product
  - ordered amount of the product
  - shipping goods (cable drums, pallets, other transport support material)
  - requested shipping method
  - required delivery date (week)
- 1.5. Orders delivered to the Seller are binding for the Buyer. If the Buyer's order contains other information than the above, or information that is in conflict with these Terms and Conditions or the written agreement between the Seller and the Buyer, particularly different requirements for the price of the ordered products than those specified in these Terms and Conditions or the written agreement between the Seller and the Buyer, such information shall be deemed unwritten for the purposes of the purchase contract, unless the Seller expressly approves it in writing.



- 1.6. When the Seller confirms the order, the purchase contract is concluded between the Seller and the Buyer. If the Seller does not explicitly confirm the order, the purchase contract between the Seller and the Buyer shall only be considered concluded if the Seller delivers the ordered goods to the Buyer in accordance with the order. These Terms and Conditions are an integral part of every purchase contract. Deviations from the Terms and Conditions can only be arranged in writing.
- 1.7. The subject of a concluded purchase contract is the Seller's obligation to deliver the goods specified in the order to the Buyer and transfer ownership of these goods to the Buyer, and the Buyer's obligation to take over the goods and pay the Seller the purchase price properly and on time in the amount and manner determined by these Terms and Conditions, or agreed in writing between the Seller and the Buyer.
- 1.8. Unless special technical conditions are explicitly agreed in the purchase contract, the goods are delivered with the usual parameters. By submitting an order, the Buyer confirms that he is familiar with the technical parameters of the ordered goods. The Seller is entitled to change the specification of the goods at any time before their delivery, if he believes that this change is an improvement that does not adversely affect their performance characteristics in any way and allows proper performance of the concluded purchase contract. This change will not affect the price of the goods.
- 1.9. After a purchase contract is concluded between the Seller and the Buyer, the Buyer cannot unilaterally change or cancel the purchase contract without the Seller's express written consent. If the Buyer requests cancellation of a concluded contract and the Seller agrees to this cancellation in writing, the Buyer shall be obliged to pay the Seller a termination fee of 75% of the purchase price of the goods that are the subject of the cancelled purchase contract, unless the contracting parties expressly agree otherwise.
- 1.10. The Seller reserves the right to deliver goods with a +/- 5% deviation from the ordered quantity of individual items of goods. An invoice will be issued for the quantity delivered with a measuring instrument tolerance of +/- 1.0%. Detected differences in length falling within this tolerance are not subject to a quantity complaint.
- 1.11. Partial deliveries of goods during the performance period according to the purchase contract are permissible.

## 2. Purchase price of products and packaging

- 2.1. Unless expressly agreed otherwise in writing, the purchase price of cable products sold by the Seller is always the sum of:
- (i) the hollow price of the product (hereinafter referred to as the '**Hollow Price**'), which is the part of the product price that the Seller determines in his offer or other communication when concluding a purchase contract with the Buyer, and
  - (ii) the value of the non-ferrous metal (Cu / Al) contained in the product (hereinafter referred to as the '**Metal Surcharge**') determined by the procedure below.



- 2.2. The Metal Surcharge, which is part of the purchase price, will be determined as the product of the current stock price of the relevant metal on the London Metal Exchange (LME) increased by the premium determined by the Seller and the quantity of the relevant metal in the given product (the quantity of metal necessary to produce 1 km of the product is also referred to as the 'metal index'). The Metal Surcharge for each 1 km of product is therefore determined using the following equation:  $\text{Metal surcharge} = (\text{LME exchange price} + \text{premium}) \times \text{metal index}$ .
- 2.3. Unless agreed otherwise, the average price of the relevant metal on the London Metal Exchange (LME) in the reference period, which is one (1) month prior to the order confirmation, shall be used as the stock exchange price of the relevant metal. The premium, which is included in the calculation of the Metal Surcharge, is determined by the Seller in his offer or other communication when concluding a purchase contract with the Buyer.
- 2.4. The purchase price of products determined according to the above rules is exclusive of value added tax (VAT). VAT will be added to the price at the statutory rate.
- 2.5. Cable products are delivered in coils, on cable drums or spools, depending on the type and quantity of the product, as determined by the Seller.
- 2.6. In addition to the purchase price, the Buyer is also obliged to pay the Seller the price of packaging (particularly cable drums, coils, pallets and other transport packaging material). The price of this packaging is determined by the Seller and communicated to the Buyer in an appropriate manner.
- 2.7. The Buyer is obliged to pay the price of the packaging together with the purchase price on the same date as the purchase price of the goods.

### 3. Payment terms

- 3.1. In the case of a Buyer concluding a purchase contract with the Seller for the first time, a Buyer in default with the fulfilment of his obligations, or a Buyer who, in the Seller's opinion, has an increased risk of non-fulfilment of his obligations (e.g. due to the impossibility or impaired ability to insure his insolvency), the Seller is entitled to demand full payment of the purchase price of the goods and packaging before their delivery. In such a case, delivery of the goods is conditional on prior payment of the entire purchase price, including the price of packaging.
- 3.2. If the purchase price is not paid in advance in accordance with the previous point of these Terms and Conditions, or if another payment period is not expressly agreed in writing, the Buyer shall be obliged to pay the entire purchase price of the goods, including the price of packaging within a period of fourteen (14) days from the date of issue of an invoice in which this price is charged by the Seller. Unless otherwise expressly agreed in writing, the Seller shall bill the purchase price upon delivery of the goods.
- 3.3. The Buyer's monetary obligations are fulfilled when the entire amount owed is credited to the Seller's account at his bank.
- 3.4. It is not possible to unilaterally offset the Buyer's receivables against the Seller's receivables.



- 3.5. The Seller is entitled to refuse to deliver the goods to a Buyer who is in default of fulfilling his obligations to the Seller, if the Buyer has entered into liquidation, has been declared bankrupt or has had his assets declared bankrupt or reorganized pursuant to the Insolvency Act (or a similar decision has been issued pursuant to relevant foreign legal regulations), an insolvency petition has been filed against him pursuant to the Insolvency Act (or similar proceedings have been initiated pursuant to relevant foreign legal regulations), or if there is reasonable concern that fulfilment of the Buyer's obligations (including those not yet due) is seriously threatened.
- 3.6. If a delay in the fulfilment of any of the Buyer's obligations lasts longer than 7 days, the Seller shall be entitled to withdraw from all purchase contracts. The Seller is also entitled to withdraw from all purchase contracts if the Buyer has entered into liquidation or if an insolvency petition has been filed against him under the Insolvency Act (or similar proceedings have been initiated under relevant foreign legal regulations), if his bankruptcy has been established or his assets have been declared bankrupt, or reorganization has been permitted under the Insolvency Act (or a similar decision has been issued under relevant foreign legal regulations), or if an insolvency petition filed against the Buyer due to a lack of assets has been rejected (or a decision has been issued abroad with similar effects). The Seller has the same right if the Buyer is in default of fulfilment of his obligations to entities in the same group with the Seller. Withdrawal from the contract is without prejudice to the Seller's right to compensation for damages, including lost profits due to the termination of contracts and the right to a contractual penalty.
- 3.7. If the Buyer is in default with any payment obligation under the purchase contract and these Terms and Conditions, he shall be obliged to pay the Seller default interest in the amount of 0.05% per day of the amount owed for each day of delay, including every commenced day. This is without prejudice to the Seller's right to compensation for damages.

#### **4. Delivery of goods, transfer of ownership**

- 4.1. Unless expressly agreed otherwise, the goods are delivered under the 'EX WORKS' (EXW) delivery term in accordance with the INCOTERMS valid at the time of conclusion of the relevant purchase contract.
- 4.2. If the Buyer arranges his own transport of the goods, he must always arrange the exact loading time with the Seller one day in advance.
- 4.3. If the Seller discovers that he will not be able to deliver the goods to the Buyer on the agreed date, he must notify the Buyer in writing without undue delay, specifying the reason for the delay and, if possible, the expected delivery date. The Seller is entitled to unilaterally extend the delivery date this way, even repeatedly. However, the total period by which the delivery date is extended may not exceed 60 days.
- 4.4. Ownership of the goods and packaging passes to the Buyer upon full payment of the purchase price.



## 5. Liability for defects in goods

- 5.1. The Seller must ensure the agreed quality of the goods and that the goods maintain this quality for the specified warranty period. The warranty period is 12 months from the delivery. The warranty does not cover damage caused by improper use, improper handling, or improper storage.
- 5.2. The Buyer is obliged to inspect the goods and packaging immediately upon delivery with due professional care, and to determine whether there are any defects and whether the delivery is complete.
- 5.3. The Buyer is obliged to report all defects to the Seller without undue delay after discovering them, or after they should have been discovered during an inspection, which he is obliged to carry out according to the previous point of these Terms and Conditions, exercising professional care. Defects must be reported in writing with the following details:
- a) specification of claimed defect
  - b) amount of defective goods
  - c) number of invoice or delivery note
  - d) drum number
  - e) shipping date
  - f) contact details of the contact person authorised to discuss the complaint
  - g) choice of claim under Section 2106 or Section 2107 of the Civil Code
- 5.4. The Seller will generally respond to the complaint within 30 days of receiving it in writing. If the Seller deems it necessary to inspect the claimed goods in order to assess the complaint, the Buyer is obliged to return these goods on the original cable drum with the original shipping (identification) labels back to the Seller, no later than 1 month from the receipt of the Seller's request. In such a case, the Seller will settle the complaint within 1 month from the receipt of the defective goods. If the Buyer fails to comply with the deadlines specified above, it shall be deemed that he no longer wishes to go forward with the complaint, which shall therefore be terminated. The costs of returning or disposing of defective goods shall only be borne by the Seller if the claim is proven to be justified.
- 5.5. The risk of damage, loss or destruction of the goods and packaging passes to the Buyer at the moment of their delivery (4.1.).
- 5.6. Unless otherwise specified in the expressly agreed INCOTERMS delivery terms, the delivery of goods is not insured against theft, transport damage and fire damage without a special agreement with the Buyer. If the Buyer requests an insurance policy, then this insurance will be taken out at the Buyer's expense.
- 5.7. Along with ownership of the goods, cable drums, coils, pallets and other transport material, the obligation of taking back and reusing waste from them as set out in Sections 10 and 12 of Act No. 477/2001 Coll., on packaging, shall also pass to the Buyer.



## 6. Final provisions

- 6.1. These Terms and Conditions, purchase contracts and all legal relationships arising from them are governed by Czech law, particularly the Civil Code No. 89/2012 Coll., as amended.
- 6.2. The buyer assumes the risk of a change in circumstances pursuant to Section 1765/2 of Act No. 89/2012 Coll., the Civil Code, as amended.
- 6.3. By concluding a purchase contract, which includes these Terms and Conditions, the contracting parties expressly declare that:
- a) the conclusion and performance of the purchase contract fall within the scope of their statutory powers, are not in conflict with their founding documents, and have been duly approved in accordance with the entity's (company's) internal rules,
  - b) the obligations set out in the purchase contract and these Terms and Conditions are valid and binding obligations, enforceable in accordance with the contract and the Terms and Conditions (with the exception of restrictions set out in the Insolvency Act or other applicable regulations that limit the rights of creditors in general),
  - c) the transaction defined in the purchase agreement and these Terms and Conditions, and the steps to be taken in accordance with the purchase agreement and these Terms and Conditions, are not in conflict with any law, other relevant applicable regulation, or any relevant order of a court or other public authority,
  - d) the transaction defined in the purchase contract and these Terms and Conditions, and the steps to be taken in accordance with the purchase contract and these Terms and Conditions, are not in conflict with any contractual arrangement by which either party is bound,
  - e) they are not bankrupt, their assets have not been declared bankrupt or have not been reorganized under the Insolvency Act (nor has a similar decision been issued under relevant foreign legal regulations), an insolvency petition has not been rejected (nor has a decision been issued abroad with similar effects), and no insolvency petition has been filed against them (nor have similar proceedings been initiated under relevant foreign legal regulations),
  - f) they are not parties to any court proceedings or arbitration proceedings the subject of which would or could touch upon the subject of the purchase contract, and there is no distraint or enforcement of a decision against them that could jeopardize the performance of the purchase contract.
- 6.4. The Buyer shall fully indemnify the Seller against any damages, losses, expenses, debts or any other liabilities (including reasonable legal fees) incurred by the Seller due to any representation or warranty made by the Buyer in the Purchase Agreement and these Terms and Conditions, if other agreements concluded between the Seller and the Buyer are false or misleading, or in the event of a breach of any obligation under the Purchase Agreement, these Terms and Conditions, or another agreement by the Buyer. This is without prejudice to the right to payment of the agreed contractual penalty.



- 6.5. The Seller's total liability arising from or in connection with any purchase contract concluded (including in the event of its termination by the Buyer), whether for breach of contract, tort (including negligence), in the form of compensation, or for any other reason or in any other form, shall be limited to the maximum extent permitted by law so as not to exceed the purchase price of the goods that are the subject of such purchase contract.
- 6.6. In cases where any obligation under the Purchase Agreement and these Terms and Conditions to be fulfilled by one party can only reasonably be fulfilled with the cooperation of the other party, the other party shall be obliged to provide any such reasonable cooperation at the request of the first party.
- 6.7. If any article of these Terms and Conditions or the purchase contract becomes invalid, ineffective or unenforceable, or is in conflict with applicable law, it shall be deemed to be fully severable from the other articles of the document, and therefore the other articles of these Terms and Conditions or the purchase contract shall remain in full force and effect. The contracting parties undertake to replace such invalid, ineffective or unenforceable provision with a valid, effective and enforceable provision with the same or at least similar commercial and legal meaning.
- 6.8. The purchase contract, as well as other agreements concluded between the Seller and the Buyer in connection with the delivery of goods, can only be changed in writing.

Valid from 1 May 2026

