

1. These terms and conditions concern and specify the terms and conditions of all contracts relating to the purchase and delivery of goods and provision of services entered into by and between the Buyer and the Seller, unless stipulated otherwise in writing by the contracting parties in individual cases. If a framework agreement or a multinational agreement is entered into, then, in case of discrepancies, the provisions of the mentioned agreements prevail over the provisions of these terms and conditions.

Individual contracts between the Seller and the Buyer (hereinafter also referred to as the “contract” or “contracts”) shall be entered into, if the Seller, to whom the offer to enter into the contract (hereinafter also referred to as the “purchase order”) is addressed, accepts this offer without reservation within three days of the date stated on the purchase order (if the purchase order of the Buyer is accepted by the Seller with any amendment or variance, and that is including any amendment or variance which does not substantially change the purchase order, the Buyer, in compliance with Section 1740, paragraph 3 of Act No. 89/2012 Coll., Civil Code, as amended (hereinafter also referred to as the “CC”), excludes such acceptance of the purchase order with amendment or variance and contract conclusion).

An offer to enter into a contract may be retracted by the Buyer at any time and without providing any reasons until the Seller notifies him expressly that he accepts his offer without reservation. In other cases, if there is a dispute, then any representations or other actions of the Seller which could imply his consent to the acceptance of the purchase order shall be deemed as the acceptance of the purchase order, including the acceptance of the Arbitration Clause, incorporated in Paragraph 27 of these terms and conditions. Delivery of the goods to the recipient/supply (provision) of services in accordance with the purchase order shall also be deemed as acceptance of the offer to enter into a contract under the conditions stated herein.

Terms:

The ‘Seller’ shall be a person or a company, to whom/which the purchase order is addressed; for the purposes of provisions of services the Seller shall be a person or a company providing the services the “goods” shall be items and things stated in the purchase order by the Buyer, the “service” or “services” shall be services (activities) stated in the purchase order by the Buyer, the “Buyer” shall be Coca-Cola HBC Česko a Slovensko, s.r.o., with its registered seat at Prague 9 – Kyje, Českobrodská 1329, Postal code 198 21, Company ID 41189698, incorporated in the Commercial Register maintained by the Municipal Court in Prague, Section C, File 3595, the “contract” shall be a contract between the Seller and the Buyer for delivery of goods/provision of services, of which these Buyer’s General Commercial Terms and Conditions form an integral part.; if any of the provisions of these terms and conditions cannot be applied to any service due to its nature, such provision will not be applied to it and/or will be applied in such a manner so that the purpose of the provision is achieved.

2. The Seller undertakes that the delivered goods shall:
  - (I) correspond with the data stated in the purchase order regarding their quantity, quality and layout;
  - (II) be complete, including all the documentation necessary for the due acceptance and usage of the goods;
  - (III) be fabricated in a due manner and from materials which are safe and designated for that purpose;
  - (IV) correspond with the properties of a sample or a model which was presented either by the Buyer or the Seller. In case of a dispute the prevailing sample is the one presented by the Buyer;
  - (V) be properly packed and secured for transport in the manner stated in the purchase order and if this manner is not stated therein, in a manner which is common for the transport of goods of this kind;
  - (VI) be without any factual or legal defects;
  - (VII) meet the requirements of all applicable legal regulations, technical, safety and other standards, in all other respects;
  - (VIII) be delivered along with the respective documents executed in Czech language (e.g. documents necessary for safe handling of the goods, instructions for use, etc.).The Provider undertakes that the provided services shall:

- (I) correspond with the data stated in the purchase order regarding their extent, quality and execution;
  - (II) be complete, including all the possible documentation necessary for the due acceptance of the services;
  - (III) be provided in a due manner; only materials which are designated and safe for the due provision of services shall be used to provide the service;
  - (IV) be without any factual or legal defects;
  - (V) meet the requirements of all applicable legal regulations, technical, safety and other standards, in all other respects;
  - (VI) if necessary, the respective documents in the Czech language shall be provided together with the services;
  - (VII) if goods are delivered by the Provider in connection with the provision of service, the Provider shall deliver to the Buyer all documents concerned in Czech language (e.g. documentation necessary for safe handling of such goods, instructions for use, etc.).
- In case one or more of the above conditions are not met, the Buyer is entitled to refuse to take over the delivery of the goods/services. Unless stipulated otherwise in the purchase order, if it is customary for the relevant kind of goods/services, due training of the persons designated by the Buyer and execution of tests, which is included in the price in such cases, shall also be a part of the goods/services delivery. If samples of goods/goods delivered together with the services are delivered to the Buyer in connection with the delivery of goods/services, the Buyer shall become an owner of the delivered samples at the moment of their takeover. Unless the Buyer and the Seller agree otherwise in writing, the price for the delivered samples shall be included in the purchase price for the delivered goods/services.
3. The Seller shall deliver the goods/services in the quantity/to the extent, on the date and for the price stated in the purchase order. If the purchase order does not specify the date of delivery of the goods/services, the Seller shall deliver the goods/provide the service, respectively to commence its provision without delay, within five workdays after the date of the contract conclusion at the latest. The Buyer shall be entitled to reject a partial delivery of goods. If the goods/service or any part of the goods/service are not delivered on time, the Buyer shall be entitled to withdraw from the contract, without prejudice to his statutory entitlements. In case of subsequent impracticability of the performance, the delay in delivery of the goods/services shall be governed by the provisions of legal regulations.
  4. The Buyer shall be entitled to reject the goods/services delivery prior the agreed date of performance (delivery). Even if the Buyer gives his express consent to premature delivery, the Seller shall deliver the goods/services complete/duly, in the agreed quantity and quality/extent, as well as in compliance with the Paragraph 2 hereof. In case of premature delivery, the warranty period and payment terms follow the original date of performance.
  5. The goods must be delivered to the Buyer to the place of performance stated in the purchase order. The goods must be duly marked as a delivery for the Buyer and the accompanying documents must include the number of the purchase order, the code of the goods stated in the purchase order, the quantity of the goods, the manner of transport and the place of delivery. One copy of the accompanying documents must be enclosed to the delivery being transported and one copy must be handed over to the transporter. The costs of the transport of the goods to the place of performance (delivery) shall be paid by the Seller, unless otherwise expressly agreed by the Seller and the Buyer in writing. The service shall be provided in the place of performance stated in the purchase order. The costs of the transport of persons providing the service and eventually of things necessary for the provision of the service to the place of performance shall be paid by the Provider, unless otherwise expressly agreed by the Provider and the Buyer in writing.
  6. The risks of loss of, destruction of or damage to the goods shall be transferred to the Buyer upon the due handover of the goods to the Buyer or the acceptor of the delivery stated in the purchase order, provided this happens at the agreed place and time and also otherwise in compliance with these provisions. The acceptance of the goods shall be confirmed by the Buyer on the respective

bill of delivery. The Seller expressly assures the Buyer that the goods are without any defects. The Buyer is not obliged to inspect the goods on its takeover. The Buyer shall notify the Seller of any prospective defects of the goods without undue delay after the Buyer discovers them. Use of Section 2111 and Section 2112 of the CC shall not apply. The risk of loss of, destruction of or damage to things necessary for the provision of the service shall be borne by the Provider. The takeover of the provided service shall be confirmed by the Buyer on the respective handover protocol, unless otherwise agreed by the Buyer and the Provider. If possible, considering the nature of the provided services, the Buyer shall arrange an inspection of the materially captured result of the provided services upon the takeover of the services. The Provider expressly assures the Buyer that the provided services are without any defects. The Buyer shall notify the Provider about any defects of provided services without undue delay after the Buyer discovers them. Use of Section 2111, 2112 and 2605 (2) of CC shall not apply.

7. The Seller shall provide all things necessary for the fulfilment of the contract, unless the parties agree in writing that certain things shall be provided by the Buyer. If the goods have been manufactured/the services have been provided using things handed over by the Buyer, the Seller shall not be liable for such defects of the goods/services that have been caused by using those things provided that even despite expert care it was impossible for the Seller to discover the unsuitability of those things for the manufacture of the goods/provision of services, or that the Seller notified the Buyer of this unsuitability in writing but the Buyer insisted on using them. All things handed over to the Seller by the Buyer for the goods manufacture/service provision shall remain in the ownership of the Buyer. The Seller shall notify the Buyer in writing of any loss of, destruction of or damage to the things handed over to him by the Buyer as soon as they are discovered. Following prior agreement with the Buyer, the Seller shall without undue delay arrange for effective removal of consequences of any event when the things handed over to him by the Buyer have been damaged. The Seller shall be liable for the due insurance of his liability for damage to the things handed over to him by the Buyer for the manufacture of the goods/provision of services. For such cases the insurance payment shall be blocked for the benefit of the Buyer. The Seller undertakes to hand over a document about fulfilment of his obligation arising from this paragraph to the Buyer at the Buyer's request without delay. The risk of damage to the things handed over to the Seller by the Buyer for the manufacture of the goods/provision of services shall be transferred to the Seller at the moment when these things were handed over to the Seller by the Buyer.
8. The Seller undertakes to ensure that all his activities carried out in accordance with the contract at the seat of the Buyer or at any of the Buyer's premises shall only be performed by workers who have due health and social insurance, including statutory personal accident insurance. Upon the Buyer's request, the Seller shall present the Buyer with a list of workers who perform the activities arising from the contract at the seat or any other premises of the Buyer. The Seller shall visibly mark all the persons by means of whom he carries out his duties arising from the contract and who work at any of the Buyer's premises. The Seller shall be entitled to use a third person for the purposes of the contract fulfilment only upon the prior consent of the Buyer; if the Seller uses third person to fulfill the contract, his liability shall be the same as if he would fulfil the contract himself. To perform the contract, the Seller shall use only technically eligible machines, devices and other equipment. The Seller shall secure against loss or theft all things used to perform the contract at the seat or premises of the Buyer. After the fulfilment or termination of the contract, the Seller shall return the premises to the Buyer in protocol (a) in their original condition or condition agreed upon with the Buyer and (b) on given date, or within 7 days after the execution or termination of the contract.
9. The Seller represents and undertakes that he owns valid licenses and authorisations that are required for implementation of all the activities arising from the contract. The Seller further represents and undertakes that if the activities arising from the contract are implemented at the seat or any of the premises of the Buyer by foreign nationals, all the conditions, licenses and authorisations required by Czech law shall be secured by him and that he shall bear the full liability for observing them.
10. All the information, data, know-how, designs and drafts, specifications and other materials provided by the Buyer for the Seller for the purposes of the manufacture of the goods

- a) shall remain in the ownership of the Buyer,
- b) shall be confidential by nature and the Seller must not provide them or make them available to any third persons (in the same extent the Seller shall ensure that his employees with access to such confidential information and materials also keep them confidential and protect them),
- c) shall not be used by the Seller for any purposes other than those provided for by the contract without the prior explicit written consent of the Buyer. In order to exercise his ownership title and other rights and protected interests pursuant to this paragraph as well as Paragraph 7 hereof, in case of an imminent risk of their violation or if any violation by the Seller or third persons already exists, the Buyer shall be entitled to take such measures that he finds suitable with respect to the circumstances of which he is aware, including the right to enter the Seller's premises in order to gain physical possession and disposal of such things, information, data, etc., and that shall be without prejudice to his other rights arising from the contract and legal regulations.  
Should the Seller become obliged to make any confidential information or other facts, the confidentiality of which he is obliged to keep in accordance with this Paragraph, available or public pursuant to law, a decision of a court or other public administration body, he shall notify the Buyer of it without undue delay and in advance if possible, including stating the information itself.
11. If the goods/service pursuant to the contract or its result are part of the intellectual (industrial) property of the Seller, by concluding the contract the Seller shall provide the Buyer with the authorisation to use the goods/service or its result for the agreed, otherwise common, purpose (hereinafter referred to as the "License" within the meaning of the CC and the Act No. 121/2000 Coll., Copyright Act, as amended). If the goods/service pursuant to the contract or its result are part of the intellectual (industrial) property of any other third person, the Seller shall secure the Buyer the provision of the authorisation to use the goods/service or its result for the agreed, otherwise common, purpose (the License). Unless otherwise expressly agreed by the contracting parties, the License must be provided by the Seller, event. the provision of the License must be ensured (shall the License be provided by a third person), without any territorial, quantity or time restrictions and as non-exclusive and the Buyer shall be entitled to alter and modify the subject of the License within the agreed, otherwise common, purpose. The Buyer shall be entitled to provide the complete License granted to him or its part to third persons (the sublicense); if a consent of a third person is necessary for provision of the sublicense, the Seller shall obtain such consent. Unless otherwise agreed in writing by the contracting parties, the price for the delivered goods/provided services also includes payment for the granted License. The Buyer shall not be obliged to use the License. The Seller shall compensate the Buyer for all the harm which he incurs as a consequence of the exercise of any claims arising from the intellectual property rights violation exercised by a third person due to the use of the goods/service or its result by the Buyer. That is without prejudice to the Buyer's right to withdraw from the contract unless the Seller provides, or arranges for the provision of, the License to use the delivered goods/provided services in accordance with this Paragraph for him.
12. Unless the contract, a warranty card of the Seller or package information or similar document of the Provider states a longer warranty period, it shall be deemed that the warranty period is the same as the Seller usually provides for the goods/services to his significant customers, but at least in the duration of 2 years/6 months for services. Unless these terms and conditions state otherwise, the warranty period starts running on the day following the due takeover of the goods/due provision and takeover of the service, eventually the provision and takeover of its result under these terms and conditions, but it is suspended for any period during which the Buyer cannot use the goods/services or their results because of their defect. In case of a complaint, the Seller shall start negotiations with the Buyer about the complaint within two days of the delivery of the notification of the defects and satisfy the Buyer's claims arising from the defects within 10 days of the delivery of the notification of the defects, unless the contracting parties agree in writing on a different period. If replacement goods for the defected goods are delivered/other (different) service for the defected service is provided, a new warranty period shall start running on the day following the day of the replacement goods/service delivery.
13. Any transfer or transition of the Seller's rights and obligations arising from the contract executed without the prior written consent of the Buyer shall be invalid.

14. The Buyer shall be entitled to withdraw from the contract immediately if any of the provisions of a concluded contract or any respective legal regulation is violated by the Seller or any other subject by means of whom the Seller carries out his duties arising from the contract (whether or not it is a substantial violation of the contract or the respective legal regulation). By withdrawing from the contract, the obligation is terminated from the beginning (ex tunc). If the Seller already partially fulfilled his debt as of the date of the withdrawal, the Buyer may notify the Seller that the withdrawal has effects on the entire debt or its part determined by the Buyer. Unless the Buyer makes such notification within 10 workdays after the withdrawal, the withdrawal shall apply only to the unfulfilled part of the debt.
15. Unless otherwise expressly stipulated, the purchase price for the realised delivery of goods/provision of services in accordance with the contract shall be due and paid by the Buyer to the account stated by the Seller in the duly issued invoice /Seller's tax document/ within 45 days of the day when the Seller's duly issued invoice was received by the Buyer. Unless these terms and conditions state otherwise, the Seller is entitled to issue the invoice after the due delivery of the goods/provision of services to the Buyer. The Seller's invoice must include, apart from statutory requisites, the purchase order number of the Buyer, the delivery note number/ the handover protocol number, the code of goods/services stated in the purchase order and the name of the person who ordered the goods/services in the name of the Buyer. There must also be other documents enclosed to the invoice delivered to the Buyer, namely a carbon copy of the purchase order, or of an order cancellation, and a carbon copy of the delivery note/handover protocol certified by the Buyer. The Buyer shall be entitled to return an invoice without payment if it lacks any of the stated requisites, or any of the requisites required by legal regulations. A new due period of the invoice starts running on the day of delivering a flawless invoice to the Buyer. The day of the purchase price payment shall be the day when the financial amount was deducted from the Buyer's account and credited to the Seller's account.  
Shall the Seller be registered for value added tax in the Czech Republic, he shall communicate the Buyer his bank account number published in a manner which allows remote access in accordance with Act No. 235/2004 Coll., on Value Added Tax, i.e. published on the website of the financial administration (hereinafter also referred to as the "published account"). Simultaneously the Seller shall indicate the published account as payment data on the invoices issued by him; the Buyer will not pay to the Seller the purchase price for the goods/price for services to other bank account than the published account.  
If the Seller does not have the published account within the meaning of the previous paragraph, the Seller shall communicate the Buyer his bank account number and simultaneously submit a confirmation issued by the relevant bank to the Buyer that the stated bank account is maintained in his name (hereinafter also referred to as the "confirmed account"). Simultaneously the Seller shall indicate the confirmed account as payment data on the invoices issued by him; the Buyer will not pay to the Seller the purchase price for the goods/price for services to other bank account than the confirmed account.
16. If any of the provisions hereof becomes invalid or unenforceable, whatever the reason, it shall be without prejudice to the validity or enforceability of the remaining provisions. Any modifications of or amendments to the terms and conditions must be in written form, even if it is an implied contract (concluded e.g. by delivering the goods/provision of services).
17. The Seller expressly declares that if the goods delivered by him are subject to conformity assessment pursuant to Act No. 90/2016 Coll., the relevant declaration of conformity has been issued. The Provider expressly declares that if the goods delivered to the Buyer in relation to the provided services are subject to conformity assessment pursuant to Act No. 90/2016 Coll., the relevant declaration of conformity has been issued. On the Buyer's request, the Seller shall present to the Buyer the respective declaration of conformity. The Seller shall be liable for the harm caused to the Buyer by the declaration being untrue.
18. In case the Seller is a natural person, he acknowledges that the Buyer shall process his personal data in relation to the concluded contract. Information on processing of personal data of the Seller

is available on the Buyer's website <https://cz.coca-colahellenic.com/en/about-us/policies/>. By entering into the contract, the Seller confirms that he has become acquainted with the information and that the Buyer has provided him with the information required by the generally applicable legal regulation.

19. In case the Seller shall process personal data for the Buyer while performing the contract and unless the parties enter into a separate contract on personal data processing, such processing shall be governed by the arrangement given in Annex 1 of these terms and conditions.
20. The Seller confirms that he meets and undertakes to comply with all legal requirements in the areas of quality management system, environmental protection, safety and health protection at work and fire protection. If the Seller performs activities on the Buyer's seat or premises (establishment), he shall (a) also observe the internal regulations of the Buyer, which he shall be acquainted with prior to entering the Buyer's seat or premises (establishment), and (b) move around only on premises determined by the Buyer.
21. In case of contracts with repeated performance, each party shall be entitled to terminate the contract with a two-month notice period, which shall start running on the day of delivering the notice to the other contracting party.
22. The Seller is fully liable for any damage caused to the Buyer, his contractual partners or third persons in relation to breach of the Seller's obligations under the contract. The Seller is obliged to compensate all the damage incurred to the Buyer, including extra costs arising out of the breach of the contract by the Seller. The Seller is obliged to compensate incurred damage within 30 days after the written notice by the Buyer is delivered.
23. The Seller undertakes to (a) arrange liability insurance for damage caused as a result of the Seller's activity (business, professional, etc.) to the extent covering all damages which might occur in relation to the Seller's activities and with the Seller's coinsurance (czech: spoluúčast) not exceeding 10 % of the caused damage, but a maximum of CZK 100,000 and (b) maintain such insurance valid and effective throughout the duration of contractual relationship with the Buyer. The Seller is obliged to submit (demonstrate) fulfilment of obligation under the previous sentence to the Buyer anytime the Buyer asks him to. In case the Seller breaches his obligation to have the insurance arranged pursuant to this Article or fails to reliably demonstrate its existence, the Buyer is entitled to withdraw from all contracts concluded between himself and the Seller immediately.
24. If one of the parties cannot meet its contractual obligations as a result of force majeure, this party shall not be deemed in default, but only in the extent and during the time when the provision of such performance is undoubtedly caused by force majeure. Force majeure shall be such events (obstacles) that occurred after the obligation had been created, independently of the will of the relevant party, which are of extraordinary nature, are inevitable, unpredictable and insuperable and objectively prevent fulfilment of the obligations (e.g. war, civil unrest, fire, flood, epidemic, quarantine measure, earthquake, landslide, explosion, terrorist attack, etc.) The fulfilment shall not be deemed impossible if it can be performed under worsened conditions, at a higher cost or after the agreed time. If force majeure occurs, the aggrieved party shall notify the other party of the nature, beginning and end of force majeure. The liability of the obliged party shall not be excluded and the date of fulfilment shall not be postponed if force majeure occurred at the time when the obliged party already was in default with fulfilment of its obligation, or if the obliged party did not meet its duty to notify the other party of the commencement of force majeure. If the duration of the circumstances of force majeure exceeds 5 days, the party for which the performance afflicted by force majeure is to be provided shall be entitled to withdraw from the contract.
25. No other terms and conditions or similar documents not expressly referred to by these terms and conditions, including the Seller's terms and conditions, are a part of a contract between the Seller and the Buyer or shall be applied to the contractual relation between the Seller and the Buyer. Unless the Buyer agrees in writing to the application of the Seller's terms and conditions, such conditions shall not apply on obligations arising from the contract. If the Buyer agrees to the

applicability of the Seller's terms and conditions, the Buyer shall also determine in writing which provisions of the Seller's terms and conditions shall apply on the contractual relationship. In accordance with the provision of Section 1751, paragraph 2 of the CC, the Buyer excludes entering into a contract with the Seller if the Seller refers to his terms and conditions on acceptance of the purchase order, unless the Seller's terms and conditions are expressly accepted in advance by the Buyer in writing.

26. The contracts shall be governed by the substantive law of the Czech Republic (CR), and for the issues not provided for by the contract the relevant provisions of the CC shall be applied. The contracting parties agree that if it is relevant, their contractual relations shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Differently from Section 558 Subsection 2 of the CC, the default rules of the law shall be applied before business customs.
27. Any legal disputes arising from or in connection with the contract, including the issues of legal validity, which fail to be settled amicably shall be finally settled by the Arbitration Court attached to the Economic Chamber of the CR and the Agricultural Chamber of the CR in compliance with its Rules and Regulations (valid as of the day of commencement of the arbitration) by three arbitrators. The place of arbitration shall be Prague, Czech Republic and the language of the proceedings shall be Czech.
28. The Buyer and the Seller expressly agree that the Buyer shall be entitled to make unilateral modifications of these General Commercial Terms and Conditions in a reasonable extent. The modification shall be announced by publication of the new General Terms and Conditions of Coca-Cola HBC Česko a Slovensko, s.r.o. on <https://cz.coca-colahellenic.com/cz/o-nas/politiky-a-dokumenty/> website. The Buyer shall make the new General Terms and Conditions public no later than 30 days before this modification comes into effect. The Seller undertakes to follow the above mentioned website regularly allowing him to get acquainted with the modified General Terms and Conditions. If (i) the contract binds the Seller for a long-term repeated performance of the same kind, or (ii) the contract has the character of a framework contract, and the Seller does not agree with the modification of the General Terms and Conditions, he shall be entitled to reject this modification and terminate the concluded contract with the notice period of 60 days from the day of delivery of the notice to the Buyer. Within the notice period, the contractual relationship is governed by the previous version of these General Terms and Conditions.
29. The Seller expressly represents that he has become familiar with the content of the document "Supplier Guiding Principles" published on <https://cz.coca-colahellenic.com/cz/o-nas/politiky-a-dokumenty/> website in detail and undertakes to observe the principles stated therein. The Buyer and the Seller agree that the Buyer shall be entitled to make unilateral modification of "Supplier Guiding Principles" in a reasonable extent. The modification shall be announced by publication of the new "Supplier Guiding Principles" on <https://cz.coca-colahellenic.com/cz/o-nas/politiky-a-dokumenty/> website. The Seller undertakes to follow the above mentioned website regularly allowing him to get acquainted with the modified document. If (i) the contract binds the Seller for a long-term repeated performance of the same kind, or (ii) the contract has the character of a framework contract, and the Seller does not agree with such modification, he shall be entitled to reject this modification and terminate the concluded contract with the notice period of 60 days from the day of delivery of the notice to the Buyer. Within the notice period, the contractual relationship is governed by the previous version of "Supplier Guiding Principles".
30. The Seller represents that (i) he is not considered by a tax administrator as an unreliable payer as defined in the provision of Section 106a of Act No. 235/2004 Coll., on Value Added Tax, as amended (the "Act on Value Added Tax"), and (ii) that the account stated by him for acceptance of payments by non-cash transfer is made public by a tax administrator in a manner which makes remote access possible; in case of any change of this state the Seller shall notify the Buyer of it without delay. In case of violation of the aforementioned duties or of a change to such state the Buyer shall be entitled (i) to ask the Seller for compensation of the harm caused to him in connection with commencement of the value added tax liability (this shall authorise the Buyer to set off any cost which he has incurred in connection with the aforementioned, namely in relation to any receivables of the Seller from the

Buyer – both the payable and non-payable ones), (ii) to immediately terminate the business collaboration (incl. the right to revoke a purchase order), and (iii) to fulfil his duty to pay the Seller a part of the accounted taxable performance (corresponding to VAT) by paying it to the respective tax administrator and (iv) to immediately withdraw from the contract. /This paragraph only applies to VAT payers/

31. The tax documents issued by the Seller must include the requisites required by Act on Value Added Tax. If the tax document does not meet the requirements, it shall be returned to its issuer who shall issue a new document without delay. /This paragraph only applies to VAT payers/
32. Without written prior consent of the Buyer, the Seller is not entitled to transfer, assign, pledge or anyhow alienate or encumber any receivable against the Buyer arising from the contract or related thereto. The Seller is not entitled to unilaterally set-off any receivable vis-à-vis the Buyer against Buyer's receivable under the contract or related thereto.
33. The terms and conditions are executed in English. The purchase order may either be executed in Czech or in English.



## **Annex No. 1**

### Contract on processing of personal data

1. This annex shall apply on cases where (a) the Seller processes personal data for the Buyer when performing the contract and (b) the Buyer and the Seller have not entered into a separate contract on processing of personal data. This annex constitutes contract on processing of personal data under Article 28 of the Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of personal data ("GDPR").
2. When processing personal data, the Buyer is in a position of the controller and the Seller is in a position of his processor. The Seller shall process personal data only for the purpose of fulfilling his obligations under the contract. The Seller shall process only personal data (a) provided to the Seller by the Buyer in connection with the concluded contract and for the purpose of its performance; and (b) acquired by the Seller when performing his obligations under the contract, including personal data provided to the Seller directly by the respective data subject. Unless the contract stipulates shorter processing period, the Seller shall process personal data for the duration of his obligations under the contract. Without undue delay after the lapse of stipulated processing period, the Seller shall return personal data (including its copies) to the Buyer and delete personal data from all his systems and media (without a possibility of renewal).
3. The Seller is obliged to perform the processing of personal data in accordance with generally applicable legal regulations (particularly GDPR), the contract, this agreement and the Buyer's instructions. If the Seller assumes that the respective Buyer's instruction is in conflict with the generally applicable law, the Seller shall notify the Buyer in writing and without undue delay. The Seller shall maintain confidentiality with respect to processed personal data and refrain from using the same for other purposes than performing the contract concluded with the Buyer. If the Seller discovers errors or discrepancies with respect to the personal data processing, the Seller shall immediately notify the Buyer in writing.
4. The Seller shall implement technical and organizational measures preventing loss, destruction or unauthorized or random access to processed personal data. The Seller shall procure that all persons processing personal data on his behalf maintain confidentiality thereof. The Seller shall make personal data accessible only to his employees that (a) need access to personal data to perform the contract, (b) received training regarding due processing of personal data and (c) are contractually bound to maintain protection, security and confidentiality with respect to processed personal data. This is without prejudice to provision of Article 5 below.
5. The Seller shall engage another processor to carry out the processing activities only (a) with prior written consent of the Buyer and (b) based on a written agreement imposing on the other processor at least the same level of protection of personal data as set out in this arrangement; upon Buyer's request, the Seller shall provide him with such contract for evaluation. The Seller shall inform the Buyer in advance about any intended changes concerning the other processors enabling the Buyer to object to such changes. The Seller remains fully liable for the processing carried out by the other processors.
6. In case of personal data breach concerning the data processed by the Seller for the Buyer, the Seller shall (a) immediately adopt and implement all appropriate measures to eliminate the cause of such breach, (b) without undue delay, however never later than 12 hours after becoming aware of such breach, inform the Buyer in detail about the personal data breach (particularly stating estimated number of data subjects concerned, categories and approximate number of personal data records concerned, impacts of the personal data breach and description of remedial measures taken by the Seller). The Seller shall adopt and implement measures ensuring that the data breach does not repeat in the future, including measures reasonably requested by the Buyer. Performance of the Seller's obligations under this Article is without prejudice to his obligation to fully compensate damages incurred in connection with the personal data breach.
7. Without prior written instruction of the Buyer, the Seller shall not transfer personal data processed for the Buyer outside of the European Union and European Economic Area.

8. Upon Buyer's request, the Seller shall assist the Buyer in case the data subject exercises his/her rights under Chapter III of the GDPR. In this regard, the Seller represents that he has the means and has adopted measures allowing the Seller to comply with data subjects' requests under the GDPR. Upon Buyer's request, the Seller shall (a) enable the Buyer to conduct audit of the Seller's compliance with personal data protection requirements and (b) provide reasonable assistance with any data protection impact assessments.