



GENERAL TERMS AND CONDITIONS OF PURCHASE

1 SCOPE

1.1 These general terms and conditions of purchase (hereinafter “**T&C**”) shall apply to all deliveries of goods and/or services (hereinafter “**Products**”) from a Supplier (hereinafter **Supplier**) to company Meopta – optika, s.r.o., Meopta Systems, s.r.o. or Meomed, s.r.o. (each hereinafter “**Meopta**”), unless there is a written supply agreement between Meopta and the Customer governing the delivery of Products.

2 PURCHASE ORDERS

2.1 The Contract concluded between Meopta and the Customer consists of a purchase order from Meopta (“**PO**”), which has been confirmed by the Supplier, and these T&C, which the Supplier accepts by accepting the PO (“**Contract**”). Only an order made on an official Meopta order form, containing a reference number, and issued by an authorized person shall be deemed to be a Meopta order.

2.2 The Supplier may accept by way of issuing a PO confirmation, or by email, or any other comprehensible form. The PO shall be valid for the Supplier for 3 working days; late acceptance by the Supplier may be rejected by Meopta at any time and the Contract will not be concluded.

2.3 Meopta is entitled, even after confirmation of the PO by the Supplier, to modify the quantity, quality, design, nature or manner of provision of the Product by written notice to the Supplier. The price and delivery date shall be adjusted to take into account increases or decreases in the cost of materials and/or production and other relevant factors. Such adjustments by Supplier must be supported by appropriate documentation and submitted to Meopta within 2 business days for approval.

2.4 Any terms and conditions contained in Meopta's PO are binding even if not expressly stated in the Supplier's acceptance; the PO is an essential part of the Contract. If the terms contained in the Meopta PO conflict with these T&C, the terms of the Meopta PO shall have precedence. Any general terms and conditions of the Supplier are hereby expressly

rejected by Meopta. No Contract will be concluded that contains the Supplier's terms and conditions.

2.5 The Supplier is not entitled to perform part and/or all of the Contract with a subcontractor without Meopta's prior written consent. In the case of subcontracting, the Supplier shall ensure that the Supplier's obligations under the PO and these T&C shall also bind the subcontractor.

2.6 Meopta shall be entitled to withdraw from the Contract at any time; such withdrawal shall be effective against the Supplier upon delivery. Upon receipt of the withdrawal, the Supplier shall immediately stop all works to avoid the accumulation of further costs. Meopta undertakes to reimburse the Supplier for no more than half of the costs reasonably incurred by the Supplier and duly documented and proven to Meopta.

3 PRICES AND PAYMENT TERMS

3.1 The prices are fixed. The prices include all costs incurred by the Supplier in delivering the Products to Meopta in accordance with the Contract. Unless otherwise agreed in the Contract, the price shall always include the cost of FAT, packaging, transport and all taxes and charges associated with delivery.

3.2 Payments are due within 60 days after delivery of the Products on the basis of a duly issued invoice, unless otherwise agreed. In addition to the statutory requirements, the invoice must also contain the NO number, the numerical designation of the individual items according to Meopta's numbering system, including an indication of their quantity. The invoice must be delivered to fakturace@meopta.com. In the event of Meopta's default in payment of the price, the Supplier shall be entitled to default interest at the rate of 0.01% of the amount due for each day of delay after 30 days from the due date.

3.3 If the Supplier offers or sells an identical or similar Product at a price lower than the price at which it supplies the Product to Meopta, Meopta shall be entitled to a discount and/or credit in the amount of the difference between those prices, both for all Products concerned and retrospectively.



4 DELIVERY

- 4.1 The Products shall be delivered to Meopta under the delivery clause DAP Kabelíkova 1, 750 02 Přerov (CZ), Incoterms 2020, unless otherwise agreed in the Contract. In the event that the Supplier arranges for the transport of the Products on Meopta's behalf, the Supplier shall inform Meopta of the tracking number of the shipment as soon as it is available; in this case, the Supplier may not add insurance to the shipment. Title to and risk of damage to the Products delivered shall pass to Meopta upon their proper delivery
- 4.2 The Products shall be delivered to Meopta within the time specified in the Contract. The delivery period is agreed as fixed; partial deliveries are only possible with Meopta's prior consent.
- 4.3 In the event that the Supplier fails to deliver the Products within the agreed period, Meopta shall be entitled to: (i) withdraw from the part of the Contract which the Supplier has not fulfilled within the agreed period without any liability to the Supplier, or (ii) withdraw from the entire Contract from the outset, including deliveries which have already been made and accepted by Meopta, if in Meopta's opinion the Products already delivered cannot be effectively and commercially used due to the failure to fulfil the Contract in its entirety. Withdrawal from the Contract pursuant to this clause shall be effective against the Supplier on the date of its delivery; the Supplier shall not be entitled to reimbursement of any costs incurred in connection with Meopta's withdrawal.
- 4.4 In the event of delay by the Supplier in the proper delivery of the Products, Meopta shall be entitled to a contractual penalty in the amount of 0.5% of the value of the undelivered Products per day of delay; this contractual penalty arrangement shall not deprive Meopta of its right to full compensation.
- 4.5 In the event of a request from Meopta, the Supplier shall test the Products prior to shipment to Meopta to determine whether they meet the requirements of the Contract ("FAT"). In the event of a FAT request, Meopta shall specify the parameters to be tested and the quantity of tests required. Prior to conducting the FAT, Supplier shall notify Meopta of the FAT and Meopta and its customer shall have the right to attend the FAT. After the FAT has been carried out, the Supplier shall provide Meopta with a report of the FAT. In the event that the Products fail to pass the FAT, Meopta shall be

entitled to withdraw from the Contract, Article 4.3 of these T&C shall apply mutatis mutandis herein.

5 PACKAGING

- 5.1 All Products must be provided with a delivery note bearing the PO number and the item numbering according to Meopta's numbering system, including the quantity, and the invoice must be issued on dispatch and be included in the packaging.
- 5.2 The products will be properly packed and secured against possible damage during transportation so that they can be delivered to Meopta without any defects. The Supplier is obliged to follow the relevant regulations posted on Meopta's website when packaging the Products.
- 5.3 The Supplier shall replace or repair Products damaged or lost during shipment free of charge provided that Meopta notifies the Supplier in writing of such damage or loss. Such repair and/or new delivery should be completed in accordance with Meopta's schedule and production plan.

6 PRODUCT DEFECTS AND WARRANTY

- 6.1 If requested by Meopta, the Supplier shall suspend subsequent deliveries until Meopta has tested and approved the first delivery of the Products as detailed in the Supplier Manual available on Meopta's website.
- 6.2 If the Products do not conform to the Contract, Meopta is obliged to claim these defects to the Supplier during the warranty period according to Article 7.1 of these GTC, hidden defects may be claimed to the Supplier at any time.
- 6.3 In the event that the Products delivered do not conform to the description, quality, quantity, specification, functionality or any other requirement specified in the Contract, Meopta shall also have the right to: (i) postpone delivery pending a decision on acceptance or rejection of the non-conforming Products; (ii) return the Products to the Supplier with a request for repair and/or replacement with new units; (iii) accept such Products provided the Supplier shall reduce the price of the Products so delivered accordingly; (iv) repair or replace such Products with new ones and charge the Supplier with related costs; (v) charge the Supplier with any costs incurred by Meopta by the nonconformity; and (vi) in the event of an irreparable defect Meopta shall have the right to withdraw from the Contract,



whereby Art. 4.3 of these T&C shall apply mutatis mutandis herein. The choice of rights exercised under this Article 4 of these T&C towards the Supplier lies with Meopta. All costs for the resolution of defects of the Products shall be borne by the Supplier.

- 6.4 If the Supplier fails to replace the rejected Products within the time specified by Meopta, Meopta shall, notwithstanding its other rights and claims in this respect, have the right to purchase replacement Products from another source and the Supplier shall reimburse Meopta for all costs incurred in connection therewith.
- 6.5 The Supplier is obliged to remedy defects properly and in a timely manner in the manner chosen by Meopta within 30 days of their being reported, unless a longer period has been agreed. In the event of a delay by the Supplier in rectifying the defect, Meopta shall be entitled to claim a contractual penalty of 0.5% of the value of the defective products for each day of delay; this contractual penalty arrangement shall not deprive Meopta of its right to full compensation.
- 6.6 Unless otherwise agreed in the Contract, the Supplier undertakes that the Products delivered shall, for a period of 24 months from delivery and approval by Meopta, meet the quality and characteristics corresponding to the Contract, including the technical specifications supplied and the technical standards applicable in the industry sector at Meopta's area of business.
- 6.7 If the purpose of the production and use of the Products has been expressly communicated to the Supplier or can be identified from the Contract and the technical documentation provided or communication with Meopta, the Products must meet that purpose.

7 COMPLIANCE, ESSENTIAL INFORMATION

- 7.1 The Supplier undertakes to comply with at least the following regulations applicable both at the place of production of the Products and at the place of Meopta's registered office during the supply of the Products: (i) health, safety and environmental regulations; (ii) product safety and EMC regulations, including regulations and restrictions on trade and use of selected hazardous substances and products; (iii) import and (even re-)export regulations; and (iv) the Code of Conduct for Suppliers and Agents available on Meopta's website.

- 7.2 Supplier shall also provide Meopta with: (i) current information on all associated health, safety and environmental hazards and instructions for the safe use, handling and disposal of the Products (or parts thereof); and (ii) the applicable export classification code for strategic items and related regulations, if any (strategic items may include: military items, ITAR, dual-use items, EAR, SCOMET or other national regulations); and (iii) the Export Control Classification Number (ECCN), HS Code and country of origin for each item of Products. Prior to the first delivery of the Products, this information and any subsequent updates by Supplier shall be provided for each specific delivery point designated by Meopta.

- 7.3 Supplier shall at all times maintain, keep, operate and use its site, manufacturing facilities, equipment, facilities and tools in compliance with all applicable state, federal, regional or local laws and regulations, including but not limited to those relating to health and safety, the environment, permits and licenses, as well as the permits and licenses themselves.

- 7.4 The Contractor shall, at its own expense, obtain all licenses and permits, certificates, attestations and other documents and perform all tests as required by applicable laws, standards, rules and regulations. No delay on the part of the official authorities in connection with the foregoing shall be deemed to be a case of force majeure.

8 CONFIDENTIAL INFORMATION

- 8.1 All information provided by Meopta to the Supplier shall be considered "**Confidential Information**" and the Supplier shall not (i) use such Confidential Information and shall not allow or knowingly authorize the use of such Confidential Information except for the purpose for which it was provided and (ii) hold all such Confidential Information in strict confidence and shall not make such Confidential Information available to anyone other than its employees directly involved in the production of goods and/or the provision of services.
- 8.2 Confidential Information does not include (i) information that Supplier can prove with documentary evidence was in its possession before it was supplied by Meopta, (ii) received from a third party without breaching an obligation of confidentiality, or (iii) information generally available to the public.



- 8.3 The above provisions shall also apply to all submitted supporting materials provided by Meopta to the Supplier. The Supplier may not present the submitted supporting materials to third parties, distribute, copy, alter or modify them in any way without Meopta's written consent.
- 8.4 The cooperation between Meopta and the Supplier will be conducted on a confidential basis. The Supplier shall not, without Meopta's prior written consent, in any way disclose or use for publicity the fact that the Supplier will supply Products to Meopta.
- 8.5 All drawings, plans, specifications, patterns, molds, tools, fixtures, holders, molds, raw materials, components and other materials supplied by Meopta or obtained by the Supplier at Meopta's expense are the property of Meopta. The Supplier shall maintain all such material in good condition and secure it against all risks during the time it is in its possession. Upon completion of the Contract or as otherwise directed by Meopta, it shall be returned to Meopta in good condition. Meopta reserves the right to charge the Supplier for all costs of repair or replacement of materials supplied by Meopta if, while in the Supplier's possession, the material so supplied has been destroyed, damaged, lost or found to be unfit for the purpose for which it was originally produced; Meopta reserves the right to set off such costs against the purchase price stipulated in the Contract.
- 8.6 Meopta's provision of information or material shall not confer any right or license on Supplier to use such information outside of use in connection with the supply of the Products. Any information or material so provided to the Supplier shall remain the property of Meopta and shall be returned by the Supplier upon termination of the cooperation.

9 LIABILITY FOR DAMAGE

- 9.1 Supplier shall be fully liable for damages caused to Meopta, its employees, agents and customers in connection with defective or improper material or workmanship used in the production of the Products, which shall include all costs, damages, expenses, losses and liability resulting from death, personal injury or loss or damage to or destruction of property.
- 9.2 Supplier agrees to defend, indemnify and hold harmless Meopta, its employees and agents from and against all actions, costs, claims, demands, processes and liabilities in connection

with any alleged or actual infringement of any patent, copyright, registered design, trademark and/or other rights or property of any other person, company or entity. This does not relate to materials provided to the Supplier by Meopta.

10 FORCE MAJEURE

- 10.1 "Force Majeure" means any unforeseen and/or exceptional situation or event beyond the reasonable control of a party that prevents it from performing its obligations under the Contract, unless the event was caused by an error or negligent act or omission on the part of that Party and could not have been prevented by the exercise of due diligence. Defects in equipment or materials or delays in their provision, labor disputes, strikes or financial problems shall not be considered Force Majeure unless they arise directly from an actual case of Force Majeure.
- 10.2 Neither party shall be liable to the other for failure or delay in performing any of its obligations under the Contract due to Force Majeure. The party impeded by Force Majeure shall promptly notify the other party of its occurrence and describe in detail the nature of the Force Majeure and the subsequent removal of the Force Majeure impediment. The party impeded by Force Majeure shall make reasonable efforts to mitigate the effects of the Force Majeure on the affected party and to expedite its termination. Should the Force Majeure event last fifteen (15) days or longer, the party not affected by the Force Majeure may terminate the Contract upon notice to the other party; such termination shall be effective upon delivery of the notice.

11 APPLICABLE LAW, JURISDICTION

- 11.1 The law applicable to the Contract and other contractual relations between Meopta and the Supplier shall be the law of the Czech Republic, without the application of conflict of laws provisions; the application of the UN Convention on Contracts for the International Sale of Goods is excluded.
- 11.2 For the purposes of resolving disputes arising from the Contract and other contractual relations between Meopta and the Supplier, the courts of the Czech Republic shall have jurisdiction, with local jurisdiction according to Meopta's registered office.



12 FINAL PROVISIONS

- 12.1 The Contract including these T&C supersede all previously agreed terms and conditions (whether or not in writing) between the Supplier and Meopta relating to the subject matter and content of the Contract and such previous terms and conditions shall cease to be valid and effective from the date of the Contract. In the event that any written framework agreement for the supply of goods has been duly concluded between the parties, it shall have precedence over provisions of these T&C.
- 12.2 Provisions which by their nature extend beyond the term or termination of the Contract shall remain in force.
- 12.3 These T&C are valid and effective as of June 6, 2023.