

## General Purchasing Conditions (GPC)

### 1. Basic provisions

- 1.1. These General Purchase Conditions (hereinafter referred to as "GPC") regulate the contractual relations between ENVITES and other parties in which ENVITES is in the position of a purchaser under a purchase contract or a customer under a contract for work. GPC also regulate relationships where ENVITES acquires a tangible or intangible performance that is quantifiable in money from the Supplier (as defined below) for payment or other consideration - i.e. contracts by which ENVITES acquires e.g. services, work, copyright work, expert opinion, the result of inspectional activity, etc.) GPC also regulate any agreements that frame the terms and conditions under which any contracts referred to in this paragraph 1.1 will be concluded (i.e. GPC also apply to framework agreements).
- 1.2. The provisions of GPC shall apply unless the parties conclude otherwise in writing in the Contract. The provisions on general, sales and similar conditions of a contractor, seller or counterparty (Supplier as defined below) under the Contract shall only apply to the extent that this is expressly agreed in the relevant Contract. In the event of a conflict between GPC and general, sales and similar conditions of a contractor, seller or counterparty (counterparties) under the Contract, GPC shall prevail.
- 1.3. The provisions of GPC do not apply to contracts under which ENVITES provides the counterparty with a performance that is quantifiable in money (typically goods, services, work, copyright work, expert opinion, result of an inspectional activity, etc.), as the General Terms and Conditions of ENVITES apply to such situations.

### 2. Definitions

2.1. In the text of GPC, the following terms shall mean:

- a) "Supplier" means an entity providing goods, services, work or other performance that is quantifiable by money to ENVITES under Contract,
  - b) "Documentation" means a set of documents necessary for the operation, use and routine maintenance of the Goods and other documents related to the Goods that, according to legal regulations or the Contract, must be provided to ENVITES in relation with the Contract, particularly declarations of conformity, certificates and other routine documentation.
  - c) „ENVITES“ means company ENVITES, spol. s r.o., Company ID number: 13690035, with its registered office at Videňská 264/120b, Přízřenice, 619 00 Brno, Czech Republic, company registered in Commercial Register maintained by Regional Court in Brno, file number C 383,
  - d) "Inspection" means activity aiming to determine the current state of affairs, by which ENVITES verifies proper fulfilment of Contract during the production or after its completion.
  - e) „Civil Code“ means Czech Act No. 89/2012 Coll., Civil Code, as amended,
  - f) "Customer" means a third party who is not a party to the Contract and who has entered into a different contract with ENVITES, in particular as a customer of work produced by ENVITES or as a purchaser of goods produced by ENVITES,
  - g) "Acceptance" means the acceptance of the Goods by ENVITES,
  - h) "Contract" means a contract concluded between ENVITES and the Supplier, which has the characteristics referred to in paragraph 1.1 of GPC and at the same time does not have the characteristics referred to in paragraph 1.3 of GPC; this may be in particular a purchase contract, a contract for work, a contract for the provision of services, etc., where ENVITES is the recipient of the object of performance. The contract does not require a written form or identical expressions of will for acceptance and offer; the expressions of will do not have to be on one document. The term "Contract" in a particular case (in the case of the supply of a particular item of performance) refers collectively to both the subcontract itself and any provisions of the framework contract that apply to that subcontract;
  - i) "Technical Specification" means documents describing the shape, function, composition, or other properties of the goods.
  - j) "Goods" means in particular movable property, works, services, results of inspectional activities and other performances quantifiable by money, which are to be delivered by the Supplier to ENVITES, in accordance with the Contract,
  - k) "Test" means an activity, carried out, based on legal regulations or the Contract, to verify the quantity, quality and functionality of the Goods, the quality of the materials used, the technological processes employed and the accuracy and completeness of the Documentation.
- 2.2. Unless otherwise defined in the Contract, terms not mentioned in Art. 2.1 of GPC shall have the meanings given by law or in the sense in which they are commonly used.

### 3. Form of Contracts

- 3.1. If the Contract is a framework contract, it must always be in writing.
- 3.2. If the Contract is a subcontract based on an existing framework contract, the subcontract may also be concluded by a written confirmation sent by the Supplier in response to a written order sent by ENVITES. Any requests by the Supplier to amend such subcontract shall only be relevant if made in writing; any order and amendment made orally or by telephone shall be considered for informative purposes only and may not be taken into account unless confirmed in writing by ENVITES. For the sole purpose of this Art. 3.2 of the GPC, the written form of an order or written form of an order confirmation shall be preserved by using an email communication.
- 3.3. If the Contract is a separate contract, the subcontract may also be concluded by a written confirmation sent by the Supplier in response to a written order sent by ENVITES. Any requests by the Supplier to amend such a subcontract shall only be relevant if made in writing; any order and amendment made orally or by telephone shall be considered for informative purposes only and may not be taken into account unless confirmed in writing by ENVITES. For the sole purpose of this Art. 3.3 of the GPC, the written form of an order or written form of an order confirmation shall be preserved by using an email communication.
- 3.4. Amendments and supplements to Contracts concluded in writing are required to be in writing.

### 4. Technical documentation and other documents

- 4.1. Catalogues, brochures, quotations, notices, illustrations and price lists and the weight, dimensions, capacity, price, performance, etc. stated in them therein shall only be binding if they are expressly referred to in the Contract.
- 4.2. The plans and technical documentation provided by ENVITES to the Supplier under the Contract, which are or may be used for the manufacture of the Goods or parts thereof, shall remain the exclusive property of ENVITES. Without ENVITES' consent, the Supplier shall

not use, copy, reproduce, release to or make them available to any third party, and in the event of a breach of this obligation, the Supplier shall pay ENVITES a contractual penalty of CZK 50,000 for each individual breach. This provision does not affect any rights of ENVITES to claim damages or any other claim it may have in connection with the breach specified in this provision. Furthermore, this provision shall not affect the Supplier's obligation of confidentiality.

4.3. The Supplier shall be bound by ENVITES' instructions when providing (manufacturing and delivering) the Goods.

## **5. Price, packaging, shipping**

- 5.1. The agreed price of the Goods shall apply to the agreed delivery clause under Art. 7.1 of GPC and thus includes not only the price of the Goods themselves, but also all transport and packaging costs under the conditions set out below.
- 5.2. The Supplier is obliged to pack the Goods in such a way that they are protected from the weather and from damage during transport.
- 5.3. The price of packaging material, excluding returnable packaging, is included in the price of the Goods. If the Supplier requires the return of packaging, it must be agreed in writing prior to delivery that the packaging is returnable. Marking the packaging as returnable only on the delivery note or invoice is not sufficient. Packaging which has not been agreed to be returned under the conditions set out above shall become the property of ENVITES under the same conditions as the Goods. If it has been duly agreed that the packaging is returnable, ENVITES shall, within sixty (60) days from the date of delivery to the ENVITES facility, prepare the packaging for collection by the Supplier and invite the Supplier to collect the packaging at the ENVITES facility. The Supplier shall collect the packaging at its own expense within fifteen (15) days of being notified of the possibility of collecting the packaging. The risk of damage to the returnable packaging shall never pass to ENVITES.
- 5.4. Goods supplied at weight prices shall be charged according to the actual weight at the time of delivery in net weight. Weighing shall be carried out by ENVITES; the Supplier shall have the right to attend the weighing if he is present at the time of delivery.
- 5.5. Unless otherwise agreed between the Supplier and ENVITES, the place of performance shall be the facility at ENVITES' registered office. The Supplier shall be obliged to provide the performance to ENVITES at the agreed place of performance. In such a case, the transport costs shall be borne entirely by the Supplier and in such a case the method of transport shall be determined by the Supplier, unless otherwise contractually agreed in writing.
- 5.6. In the event that ENVITES requests delivery of the Goods at another location designated by ENVITES, the Supplier shall, at ENVITES' request, deliver the Goods at another location. In such case, the Supplier shall be entitled to compensation for the increase in the cost of transporting the Goods if the change of the place of performance has objectively resulted in an increase in transport costs on the Supplier's side.

## **6. Inspections, testing and acceptance**

- 6.1. ENVITES has the right to carry out an Inspection. To carry out an Inspection, ENVITES shall notify the Supplier at least two business days in advance of the date of the Inspection; notification by telephone or e-mail shall be sufficient. During the Inspection, ENVITES shall have the right to enter the Supplier's facility or other place where the Goods are produced and to see the progress of all processes leading to the production of the Goods. The Inspection may only take place on the Supplier's business days between 8am and 4pm.
- 6.2. If ENVITES discovers during the Inspection that the Supplier is not complying with the prescribed terms of the Contract, GPC, any agreed terms or usual technological procedures, or is proceeding in such a way that gives reasonable grounds to be concerned about the quality of the Goods, ENVITES shall notify the Supplier, who shall be obliged to arrange for immediate remedy and inform ENVITES in writing within three business days. If Supplier fails to do so, ENVITES shall have the right to withdraw from the Contract.
- 6.3. If Tests are to be performed, then the Supplier shall notify ENVITES in writing at least five (5) business days in advance of the exact location and time of the Test. Unless otherwise agreed, Tests shall be carried out at the Supplier's expense. The Tests shall take place at the Supplier's facility or other location where the Goods are produced.
- 6.4. If the Test is not successful (the required parameters are not verified), ENVITES may refuse to accept the Goods, even if the cause of the failure of the Test is not established; the failure of the Test will always be assessed as a defect in the Goods. If the Test proves a specific defect, then the Supplier shall remedy the defects within five (5) days. If the Test has not been successful, then it shall always be repeated, unless ENVITES declares in writing that it does not insist on the Test being repeated.
- 6.5. No later than sixty (60) days after delivery, ENVITES shall inspect the Goods at its facility. Acceptance will only be directed to: (i) to verify the identity of the Goods, (ii) to check the quantity of the Goods and (iii) to check the Documentation supplied with the Goods. The quality control of the Goods is not subject to Acceptance; this control will be carried out only during further processing of the Goods or their subsequent use. If the Goods delivered do not conform to the Contract, then the obligation to deliver the Goods has not been properly and timely performed and the Supplier is in default in its obligation to deliver the Goods properly and timely.
- 6.6. ENVITES shall not be obliged to accept Goods which do not conform in quantity, workmanship or quality to the Contract and may reject the Goods so delivered; ENVITES shall inform the Supplier of the refusal within three business days. If the place of performance is ENVITES' registered office, ENVITES shall be entitled, at its discretion, either to return or send the Goods to the Supplier at the Supplier's expense and risk or to store them at the Supplier's expense and risk and inform the Supplier thereof within three business days; the storage fee shall be 0.05% of the price of the stored Goods per day.

## **7. Delivery terms**

- 7.1. The Supplier is obliged to deliver the Goods in accordance with the DAP delivery clause to ENVITES' facility at the address of its registered office in accordance with INCOTERMS 2020, unless otherwise agreed in writing.
- 7.2. The Documentation is an integral part of the delivery of the Goods, if the Documentation is not delivered properly and on time, then the obligation to deliver the Goods properly and on time has not been fulfilled and the Supplier is in default in its obligation to deliver the Goods properly and on time.
- 7.3. ENVITES shall confirm the acceptance of the Goods by signing the delivery note or handover protocol. By signing the delivery note or handover protocol, ENVITES does not confirm that the Goods have been delivered free from defects and deficiencies, nor does it confirm that it has carried out any inspection after acceptance of the Goods. ENVITES shall carry out the Acceptance under the terms of the Contract or GPC.
- 7.4. Title to the Goods shall pass from the Supplier to ENVITES on the terms and conditions as per the agreed delivery parity, otherwise always at the moment of delivery and acceptance of the Goods.
- 7.5. Partial performance is only permissible with the prior consent of ENVITES.
- 7.6. The Supplier shall only be entitled to perform before the date agreed in the Contract with the consent of ENVITES. However, the invoice due date for such delivery shall be the same as if the delivery had taken place on the originally agreed date. The Supplier shall inform ENVITES without delay of all facts concerning him which may affect the performance of its obligations under the Contract; otherwise, he shall be liable for damages incurred by ENVITES as a result of its failure to inform it in time.

## **8. Payment terms**

- 8.1. The right to invoice for the Goods shall commence on the date on which the Goods (including the Documentation) have been duly delivered

to ENVITES.

- 8.2. ENVITES shall pay the Price to the Supplier's account on the basis of a duly issued invoice, which shall be issued by the Supplier at the earliest on the date on which the right to invoice arises. The invoice must contain the requirements of a tax document in accordance with the Czech Value Added Tax Act, as well as the contract number according to ENVITES' records and the due date corresponding to the Contract. If the invoice does not include the Contract number according to ENVITES' records, a copy of the confirmed order must be attached to the invoice. If the price consists of multiple items, the Supplier shall provide a detailed breakdown of these items in the invoice.
- 8.3. ENVITES shall be entitled to return without payment any invoice that was issued before the Supplier's right to invoice arose under Art. 8.1 of GPC or does not have the requisites under Art. 8.2 of GPC or contains incorrect information, within 15 days of its delivery. The Supplier shall be obliged to correct the invoice or to prepare a new invoice depending on the nature of the defect. From the date of delivery of the corrected or newly issued invoice, the due date shall start again.
- 8.4. The due date for the invoice for the Goods is 60 days from the date of issuance. Regardless of the invoice due date, ENVITES is not obliged to pay the amount stated in the invoice earlier than 30 days from the date of delivery of the invoice.
- 8.5. ENVITES shall not be obliged to pay the invoice price or perform any of its other obligations under the Contract and GPC if the Supplier is in default with the performance of its obligation to deliver the Goods in a proper and timely manner or with the performance of any other obligation under this Contract or GPC. The time for ENVITES to meet its payment obligations shall be extended by the period of the Supplier's default in fulfilling its obligation to deliver the Goods properly and on time.
- 8.6. The date of payment is the date on which the amount paid is deducted from ENVITES' account in favour of the Supplier's account indicated on the invoice, if the amount deducted is later credited to the Supplier's account.
- 8.7. No unilateral set-off of any claims of the Supplier against ENVITES shall be permitted with respect to ENVITES's claims against the Supplier. The Supplier's claims against ENVITES may not be pledged to a third party, nor may they be assigned to a third party without the prior written consent of ENVITES.
- 8.8. Payment of an invoice or part of an invoice by ENVITES shall not be deemed to be an acknowledgement of the delivery as duly fulfilled or an acknowledgement of the correctness of the invoiced price. Partial performance of an invoice by ENVITES or payment of any accessory shall never be construed as an acknowledgement of a debt in respect of the unpaid balance due on the invoice on which it was partially performed.

## **9. Liability for defects and warranty**

- 9.1. The Supplier shall deliver the Goods free from factual or legal defects. The Goods shall be deemed defective if:
  - 9.1.1. it does not conform to the Contract or the Technical Specification,
  - 9.1.2. it does not have the characteristics stated by the Supplier in the samples, prototypes, quotations or offer,
  - 9.1.3. is not fit for the purpose for which it is intended,
  - 9.1.4. is not fit for its ordinary purpose,
  - 9.1.5. its origin or characteristics are not confirmed by the prescribed documents,
  - 9.1.6. it is encumbered by any rights of third parties or of the Supplier,
  - 9.1.7. is otherwise different from what ENVITES could reasonably expect,
  - 9.1.8. does not correspond to the state of the art and is not of the highest attainable quality,
  - 9.1.9. does not otherwise conform to the Contract.
- 9.2. The Supplier warrants the Goods for a period of 24 months; 24 months is also the shortest permissible duration of the Supplier's liability for defects of the Goods. The warranty period and liability for defects shall run from the date of acceptance of the Goods in flawless condition by ENVITES and shall end at the end of 24 months from the date of acceptance. If the Goods have been delivered with defects and/or imperfections, the warranty period and liability for defects shall run from the date of acceptance of the Goods and shall end 24 months after the date on which the elimination of the last of the defects and imperfections present when the Goods were taken over is established by protocol.
- 9.3. Defects in the Goods under the warranty of quality and under the liability for defects may be claimed at any time after delivery of the Goods, without limitation until the end of the warranty period; other time limits limiting this right in any way, in particular those provided for by the Civil Code, shall not apply.
- 9.4. Neither the warranty period nor the liability for defects shall run for the period during which ENVITES (or the Customer) cannot use the Goods due to defects for which the Supplier is liable. If a defect in the Goods has been remedied by replacement or replacement of its part, the warranty period for the replaced part shall always start again for 24 months from the date on which the replaced part is handed over to ENVITES.
- 9.5. Defects can be complained about via electronic (email) communication without the need for an electronic signature on the email. A defect shall also be pointed out if it is indicated in the handover protocol, delivery note, CMR sheet, etc.
- 9.6. The right to choose between claims for defects under warranty and claims for liability for defects always belongs to ENVITES.
- 9.7. ENVITES is entitled to compensation for damages caused by defects in the goods. The provisions of §1925, part of the sentence after the semicolon of the Civil Code, shall not apply to the relations under the Contract and GPC.
- 9.8. The Supplier is obliged to give its opinion on the claim within 48 hours, counted in business days, after the claim has been delivered to it.
- 9.9. If ENVITES chooses to repair the Goods as an option for a claim for breach of warranty or for liability for defects, all claimed defects (as well as defects in workmanship) must be remedied within ten (10) days from the date of their discovery. This time limit shall also apply to defects discovered upon acceptance, Acceptance and Testing, unless a shorter time limit is expressly provided.
- 9.10. In the event of an accident, operational necessity or other similar event, ENVITES shall be entitled to proceed to repair the Goods itself or through a third party at the Supplier's expense. In this case, ENVITES shall invoice the Supplier for the costs, who shall pay them within 15 days of receipt of the invoice.
- 9.11. ENVITES may proceed according to the previous article even if the defect is not remedied properly and in a timely manner.
- 9.12. The Supplier shall reimburse ENVITES for all direct and indirect damages incurred by ENVITES as a result of defects in the Goods; such damages shall also be deemed to include penalties and damages claimed by the Customers against ENVITES. The Supplier acknowledges that in the event of the Customer's withdrawal from the contract with ENVITES, such damages may exceed the price of the Goods and the Supplier shall reimburse ENVITES in full in the event of claims for damages or liquidated damages.

## **10. Circumstances excluding liability (force majeure)**

- 10.1. Liability of the parties for partial or total non-performance of contractual obligations is excluded if this is due to force majeure. Force majeure shall mean any unforeseen or unavoidable event which has arisen independently of the will of the parties and which prevents for a certain period of time or permanently the partial or complete performance of the obligations of a party. Events occurring after the conclusion of the Contract and which could not have been prevented by the party to which they relate shall be recognised as force majeure. The parties shall be obliged to fulfil their obligations under the Contract as soon as the force majeure has passed, with delivery and all other deadlines being extended by the period of force majeure. In the event of force majeure on the part of the Supplier for more than 90 calendar days, ENVITES shall be entitled to withdraw from the Contract. Delays in deliveries from subcontractors, lockouts and illegal strikes shall not be considered *General Purchase Conditions of ENVITES, spol. s r.o.*

force majeure.

10.2. The contracting party experiencing a force majeure circumstance shall notify the other contracting party in writing of the force majeure circumstance immediately, but no later than within five (5) days. Failure by the Supplier to comply with this deadline shall result in the termination of the right to invoke the event.

#### **11. Withdrawal from the contract**

11.1. The Contract may only be withdrawn from in cases provided for in the Contract, GPC or the Civil Code as effect on the date of signing the Contract.

11.2. Withdrawal from the Contract must be made in writing and delivered to the other party; it shall take effect on the date of delivery, but if the notice of withdrawal specifies a later date of effect, the withdrawal shall take effect on that later date.

11.3. The withdrawal shall not terminate any provisions on contractual penalties, damages, confidentiality obligations and dispute resolution of the GPC, which shall remain in force and effect after the withdrawal from the Contract.

11.4. ENVITES shall have the right to withdraw from the Contract if (i) the Supplier is in default with the delivery of the Goods for more than two weeks, (ii) the Supplier is in default with remedying the defects of the Goods for more than three days, (iii) the Supplier is subject to execution, enforcement of a decision or insolvency proceedings.

#### **12. Contractual penalties and damages**

12.1. If the Supplier is in default with its obligation to deliver the Goods and/or Documentation in a proper and timely manner, ENVITES shall be entitled to charge a contractual penalty of 0.1% of the total price of the Goods for each day of delay.

12.2. If the Supplier is in default with fulfilling its obligation to remedy the defect, ENVITES shall be entitled to charge a contractual penalty of 0.05% of the price of the Goods with defect, but with a minimum of CZK 1,000 for each day of delay.

12.3. If the Supplier fails to deliver a tax receipt for the advance payment received within 15 calendar days from the date of receiving the payment to ENVITES, the Supplier shall pay ENVITES a contractual penalty of 3% of the amount of the advance payment received.

12.4. The contractual penalty arrangement under GPC shall in no way affect ENVITES' claim for full compensation of damages against the Supplier.

#### **13. Confidentiality and disclosure of confidential information**

13.1. For the purposes of the contractual relationship between ENVITES and the Supplier, confidential information means any information or data marked by ENVITES as "confidential" or similarly described, and in particular any commercial or technical information and data or know-how that ENVITES transmits or discloses to the Supplier, which relates to the purpose for which the contractual relationship in question is concluded, in any medium, whether physical or electronic, including the provision of information via the Internet, regardless of whether such information is marked as "confidential". Confidential information includes the terms and conditions agreed in the Contract and the contents of the Technical Specification, as well as all facts concerning ENVITES of which the Supplier has become aware in relation to the Contract.

13.2. The Supplier is obliged to maintain confidentiality towards third parties in relation to confidential information, about the terms and conditions agreed in the Contract and about the content of the Technical Specification and is entitled to disclose these only to employees directly involved in the performance of the Contract, members of the statutory and supervisory bodies, legal department staff, auditor and tax advisor. However, the Supplier shall ensure that these persons maintain confidentiality at least to the extent that the Supplier is obliged to, and the Supplier shall also be liable for any breach of confidentiality by persons to whom the Supplier has disclosed such information.

13.3. Upon ENVITES' request, the Supplier shall without delay return or destroy all media containing the information referred to in Art. 13.1 of GPC, including all copies thereof.

13.4. ENVITES is entitled to charge the Supplier a contractual penalty of CZK 50,000 for each breach of the confidentiality obligation under Art. 13.2 and 13.3 of GPC. This provision does not affect any rights of ENVITES to claim full compensation for damages from the Supplier.

13.5. The obligation to maintain confidentiality under this article of the GPC remains in effect even after the termination of the respective contractual relationship.

#### **14. Other arrangements, written form, dispute resolution**

14.1. If reference is made in the Contract to a specific Annex, it shall be deemed to form an integral part of the Contract. In the event that the contents of an annex conflict with the contents of such Contract, the Contract shall prevail.

14.2. Amendments to the Contract require a written form.

14.3. Prior to commencing production of the Goods, the Supplier shall fully review the Technical Specification and bring to the attention of ENVITES all defects and deficiencies that are identifiable during such review. If the Supplier discovers any ambiguities in the Technical Specification, it shall request ENVITES to provide additional information, which ENVITES shall provide within a reasonable time.

14.4. If ecological, hygienic or safety risks may arise in connection with the subject of performance under the Contract or if special rules set forth by generally binding legal regulations apply to the use of the Goods or the handling of their parts, the Supplier is obliged to notify ENVITES of these facts. In the event of a breach of this obligation, the Supplier shall pay ENVITES a contractual penalty of 5% of the price of the Goods within 5 business days of receiving ENVITES's notice to pay the contractual penalty to the Supplier. This provision does not affect any rights of ENVITES to claim full compensation of damages from the Supplier.

14.5. If any provisions of the Contract or the GPC are found to be partially or totally invalid or ineffective, the validity or effectiveness of the remaining provisions shall not be affected. In such case, the Parties shall without undue delay agree on the replacement of the invalid or ineffective provision with a new provision that most closely matches the purpose of the invalid or ineffective provision.

14.6. The Supplier assumes the risk of change of circumstances within the meaning of Section 1765(2) of the Civil Code. The parties hereby exclude the possibility of accepting an offer with an amendment or deviation within the meaning of Section 1740(3) of the Civil Code. Contrary to the law, the parties agree that the Supplier may not refuse to perform even if the conditions of Section 1912(1) of the Civil Code are fulfilled. The parties exclude the application of Section 1987(2) of the Civil Code in relation to claims and agree that even an uncertain and/or indefinite claim is eligible for set-off if the set-off in question is admissible between the parties. ENVITES' rights arising from the Contract or its breach shall be time-barred within a period of 10 years from the date on which the right could first have been exercised. No rights or obligations shall be inferred from past or future practices established between the Parties or customs observed generally or in the industry relating to the subject matter of the Contract, unless otherwise expressly agreed in the Contract.

14.7. ENVITES' entitlement to any liquidated damages under the Contract or under GPC shall always arise regardless of fault (the claim is not conditional on fault) and shall not limit any claim for damages that may be asserted in addition to the liquidated damages. Any liquidated damages must be paid to ENVITES no later than five (5) days after the date on which ENVITES has requested the Supplier to pay the liquidated damages.

14.8. The Contract shall be governed by the law of the Czech Republic with the exclusion of the application of the Vienna Convention on the Law of Treaties (CISG) and conflict of laws rules. In the event of any disputes arising out of or in connection with any Contract, such disputes shall first be resolved by seeking an agreement. If no agreement is reached, such disputes shall be finally settled by the competent courts of the Czech Republic, with the local jurisdiction of the court being determined by the registered office of ENVITES.