

1. Scope of Application. Terms and Definitions

The following Terms and Conditions of Purchase apply to all orders placed by Wera; in the case of future orders placed with Wera's contractual partners, these Terms apply even if they have not been expressly renegotiated and/or the seller has not been notified of their change. The currently effective version of the Terms and Conditions is available on the Wera's website.

The Terms and Conditions have the character of commercial terms within the meaning of Section 1751 of Act No. 89/2012 Coll. of the Civil Code, as amended. Deviations from these terms and conditions are only possible if made in writing. If a contract or other arrangement entered into between Wera on the one hand and the seller, contractor or otherwise designated contractual partner on the other hand contains provisions that deviate from these Terms and Conditions, such deviating provisions prevail over the wording of the Terms and Conditions.

Wera Wera Werk s.r.o.

contract purchase agreement, contract for work or other similar contract for the supply of products, goods or services

contractual partner seller, contractor or other person acting in a similar contract on the part of the supplier of products, goods, services, investment units, equipment, including their possible assembly, etc.

parties Wera and the contractual partner jointly

order offer to make the relevant type of contract

invoice tax document within the meaning of the provisions of Act No. 235/2004 Coll., on Value Added Tax, as amended (the VAT Act)

Civil Code Act No. 89/2012 Coll., the Civil Code, as amended

2. Making a Contract

- 2.1. A contract between the contractual partner and Wera is made upon the contractual partner's confirmation of an order to Wera without any reservations. The order must contain at least the basic elements of the type of contract being made.
- 2.2. All orders, ancillary agreements and promises are only binding if made in writing, including the waiver of the written form.
- 2.3. Unless otherwise agreed, the requirement of the written form is also fulfilled if the act is done by email. In this case, the date of delivery is the date of sending an email accepting the order. If Wera's employees or designees orally negotiate an ancillary agreement or make any promises, these arrangements always require written confirmation.

3. Changes to a Delivery Item

- 3.1. If it is feasible and acceptable to the contractual partner, Wera may require changes to the subject matter of the contract (the "Goods") or changes to the required performance in terms of design and execution.
- 3.2. Should such a change result in additional or reduced costs or delivery times, such a change in the subject matter of the contract will only be possible subject to a prior written agreement of the parties.
- 3.3. In the event that the contractual partner is unable to deliver the goods on the terms and conditions as stated in the order, the contractual partner may modify the order and send the order modification to Wera. The contractual relationship between the parties is then established upon delivery of the written acceptance of the modified order by Wera to the contractual partner.

4. Pricing

- 4.1. All prices are fixed and must be paid only in the currency agreed in the contract.
- 4.2. Unless a different price has been expressly agreed, the price of the Goods as stated in the price list or documents of Wera's contractual partner submitted within the last 12 months prior to

placing the order will apply with respect to the performance of the obligation. If no such price list has been made available to Wera within the last 12 months, the price last invoiced by the contractual partner to Wera for the same or comparable performance will apply with respect to the performance of the obligation. In all other cases, the price at which the Goods are normally sold under similar contractual conditions will apply in accordance with the provisions of Section 2085(2) of the Civil Code.

- 4.3. If a price list price has been agreed upon, the contractual partner may only bill Wera according to the price list that was last submitted to Wera, unless Wera has been expressly notified of price changes in writing upon order creation at the latest. A binding order is only concluded if Wera agrees to such price change notification in writing.
- 4.4. Unless otherwise agreed, the price includes all incidental costs of any kind, in particular freight costs for the delivery of the Goods to the requested plant, freight insurance and packaging costs as defined by the Incoterms 2020 definition of "delivery duty paid" (DDP).
- 4.5. In the case of orders abroad, the agreed price includes delivery of the cleared Goods.
- 4.6. The contractual partner and Wera may agree on a different price arrangement for the Goods according to the price list valid on the day of delivery of the Goods. However, such an agreement must always be in writing, indicating the specific Goods to which the possible price increase relates. The price of the Goods cannot be unilaterally increased; it may only be increased subject to a prior written agreement.

5. Invoicing and Payments

- 5.1. Invoices are to be sent to Wera preferably in digital form, primarily via E-invoicing to posta@werawerk.cz. Only in exceptional cases can another method of sending accounting documents be agreed in advance.
- 5.2. Invoices must indicate Wera's company name, including its registered office, ID No. and Tax ID No., must contain the order number and position as designated by Wera and must comply with the requirements of the applicable laws. If the subject of the contract includes software, it must be stated on the invoice, including the name, version number, language version and number of licenses. Wera may return invoices that do not meet the above conditions to the contractual partner for completion. The time limit for payment of the invoiced amount does not run until a proper invoice has been received. In such a case, the invoice due date will be postponed by the time elapsed between the delivery of the incomplete invoice and the delivery of the perfect invoice.
- 5.3. Wera will make payments within 21 days of receipt of a complete invoice, less a 3% discount, and within 30 days without deductions, unless otherwise agreed in the individual contract. Wera is also entitled to deduct the discount if it makes set-offs or justified retentions or deductions. Wera may make all payments at its option in cash or via bank transfer.
- 5.4. All international money transfer costs are borne by the contractual partner, except for the costs of the bank used by Wera (SHA fee policy). The date of payment is the date of debiting the amount being transferred from Wera's account.
- 5.5. In the event of default in payment, Wera will be required to pay default interest at a maximum rate of five percentage points above the base interest rate. All risks of exchange rate fluctuations are borne by the contractual partner.

6. Delivery, Place of Delivery and Transfer of Risk of Damage to the Goods

- 6.1. Delivery will be by way of "delivery duty paid" (DDP) according to Incoterms 2020 to Wera or to a recipient designated by Wera, unless otherwise agreed. In any event, the risk of damage to the Goods does not pass to Wera until the goods have been taken over at the agreed collection point and performance has been rendered at Wera's plant or at a location designated and agreed by the parties.
- 6.2. Wera must be informed of the delivery upon dispatch of the Goods at the latest. Shipping notices and packing slips must

- include Wera's shipping address, Wera's order number and position, and the order items being delivered.
- 6.3. Each delivery must be accompanied by a duly completed delivery note containing the following complete information: Order number and order position number, order date, Wera part number (if available) + product description and quantity, recipient name and delivery quantity note for each delivery item in the case of a partial or replacement delivery.
 - 6.4. The data required on the delivery notes may be unilaterally changed by Wera at any time by written notice and become part of the contract upon notification of the change. If such delivery note is missing or does not contain the required data at all or contains only incomplete data, Wera may return the Goods at the expense of the contracting party or accept the Goods and charge any additional costs incurred.
- 7. Delivery Dates**
- 7.1. The delivery dates set forth in Wera's orders are binding and will be construed as dates of delivery to Wera. Wera reserves the right to refuse early delivery of Goods or services. Delivery dates apply from the date of delivery of the written order to the contractual partner. The date of delivery is understood to be the date of receipt of the Goods at Wera's plant or at a place agreed between the parties; in the case of performance, it is understood to be the date of acceptance of performance.
 - 7.2. The contractual partner is obliged to transport the Goods to Wera via most cost-efficient route using a reliable carrier who has taken out liability insurance for damage to the shipment for a sufficient amount. Wera is not be liable for any costs incurred through any failure to comply with the agreement between the contractual partner and the carrier.
 - 7.3. If, for whatever reason, there is a risk of delay in delivery for the contractual partner, the contractual partner is obliged to inform Wera accordingly in writing without undue delay, stating the reasons for and the expected duration of such delay.
 - 7.4. If the contractual partner is in default in delivery of the Goods, Wera may claim a contractual penalty for the delay in the amount of 1% of the value of the delivery for each week of delay, up to a maximum of 10% of the value of the delivery. The right to claim damages actually incurred in excess of the penalty remains unaffected. In the event of a delay by the contractual partner, Wera may make a replacement purchase of the Goods to avoid halting its own production. In that case, the contractual partner agrees to pay Wera the difference between the price agreed in Art. 4 and the price of the Goods acquired by way of replacement purchase.
 - 7.5. Wera may refuse to accept delivery for reasons of force majeure.
- 8. Acceptance and Inspection of Goods and Making Complaints**
- 8.1. The place of delivery for all claims arising between the parties is the address given by Wera as the delivery address, unless otherwise agreed, or alternatively Bystřice nad Pernštejnem or any other place determined by agreement of the parties.
 - 8.2. Goods delivered by the contractual partner must be provided with suitable packaging to prevent any damage during transport.
 - 8.3. Deliveries involving larger numbers of identical parts, particularly smaller subcontracted parts, are subject to inspection, applying the statistical method of random checks. The contractual partner acknowledges that by carrying out this procedure, the buyer's obligation to inspect the Goods immediately upon delivery in accordance with the provisions of Section 1965 of the Civil Code will be fulfilled. If any defective Goods are revealed in such random check, Wera may either return the entire delivery without further testing or carry out a further test, which will be reimbursed by the contractual partner in full.
 - 8.4. Wera will notify the contractual partner without undue delay only of obvious defects that can be easily detected without inspection as well as of excessive or insufficient performance; in this respect, the contractual partner waives the defence against late notification of defects.
 - 8.5. If the Goods are not delivered directly to Wera but, as agreed, directly to the designated processor or directly to the customer, Wera is obliged to inspect the Goods only upon delivery of the Goods to Wera's plant. Only when the Goods have been delivered to Wera's registered office becomes Wera obliged to inform the contractual partner without undue delay of obvious defects that can be easily detected without examination, as well as of any complaints regarding the quantity of the Goods delivered.
- 8.6. Upon notification of a defect, the contractual partner must replace the product or, if possible, otherwise remedy the defect or breach within ten (10) business days, unless otherwise permitted by Wera.
 - 8.7. The contractual partner will allow Wera or a representative appointed by Wera, upon request and agreement, access to the locations where the products are manufactured or stored. The contractual partner agrees to provide at his own expense the documents and information necessary for the inspection and to support Wera if necessary.
- 9. Quality, Documentation and Warranty**
- 9.1. The contractual partner is responsible for ensuring that the Goods or performance conform to the latest recognised technical regulations as well as the relevant applicable technical standards and generally binding legal regulations stipulating technical requirements for products. The contractual partner must ensure that the Goods or performance also meet the requirements arising from the intended purpose, which is the manufacture of manual tightening tools.
 - 9.2. The contractual partner is obliged to make available a model, a test sample or data sheets with data concerning the Goods at Wera's request. Wera takes the characteristics of the model or test sample as well as the information given in the data sheets or certificates as decisive for the determination of quality. The contractual partner is obliged to issue certificates and declarations of conformity confirming that the Goods comply with generally binding legal regulations upon request.
 - 9.3. The warranty period for the delivered Goods is:
 - one year: in the case of movable property, unless a longer period is provided by the following provisions
 - two years:
 - o for deliveries of movable property, where the Goods are not intended for immediate processing but have been ordered as stock goods for the purpose of building up stock reserves, which is known to the contractual partner;
 - o for hidden defects in the Goods that cannot be detected in the usual way during the normal initial inspection of the Goods and thus only arise as a result of a complaint by users;
 - o for the supply of machinery, tools, instruments and equipment, for which it can be ascertained that they are defect-free only after prolonged use for their intended purpose;
 - o if the defects were notified on the basis of a defect complaint but the Goods were accepted with reservations because no factual statement could have been made about subsequent defects or damage upon acceptance.
 - five years: for immovable property and repairs of immovable property.
 The contractual partner is liable for any subsequent damages subsequently notified by Wera.
 - 9.4. In addition to the statutory claims under Section 2165 of the Civil Code for liability for defects, Wera is also entitled to call upon the contractual partner to make additional repairs to defective Goods or work in the case of purchase agreements and contracts for work. Such repair must be carried out within a reasonable period of time, with a warning that if this period expires in vain, Wera becomes entitled, in addition to its statutory liability claims, to remove the defects at its own expense or through a third party and to claim reimbursement from the contractual partner for the costs incurred in removing the defects, including reimbursement of the costs of assembly and disassembly. This is without prejudice to Wera's other claims for liability for defects in the Goods or for damages.
- 10. Assignment, Retention Right and Set-Off**
- 10.1. The rights of the contractual partner to refuse performance and to retain the Goods and/or payments are excluded.
 - 10.2. Assignment of claims against Wera is only possible subject to the express written consent of Wera.
- 11. Manufacturer's Responsibility and Product Liability**
- 11.1. If claims are made against Wera by its customers or third parties on account of defects in the Goods or services supplied by the contractual partner, the contractual partner will indemnify Wera against such claims to the extent to which such claims by the customer or third parties would also be justified against the contractual partner or are no longer justified only because they have become time-barred. Under these assumptions, the

- contractual partner will also be obliged to pay Wera the costs of any litigation brought against Wera on the basis of claims for defective performance or damages.
- 11.2. The contractual partner is also obliged to pay all expenses resulting from the withdrawal from the contract by Wera in connection with the cancellation of the order by the customer, if such withdrawal from the contract or cancellation of the order is necessitated by risks, defects or damages to the product for which the contractual partner is liable under the statutory provisions on damages caused by product defects.
 - 11.3. The contractual partner will also be obliged to reimburse Wera for all costs incurred as a result of or in connection with the withdrawal of the product from the market, if such withdrawal from the market is necessitated by risks, defects or damage to the product for which the contractual partner is liable under the relevant provisions of the Civil Code on liability for damage caused by product defects.
 - 11.4. Wera will inform its contractual partner of the content and scope of the intended withdrawal measures, where possible and reasonable, and provide the contractual partner with an opportunity to comment.
 - 11.5. The above provisions do not apply if Wera's actions were intentional or grossly negligent with respect to defects or deficiencies in the product.
 - 11.6. The contractual partner agrees to take out and maintain, to the extent of the activity and in the amount corresponding to the potential risks, liability insurance for damage or injury caused by product defects in a sufficient amount for the entire duration of the guarantees for the Goods.
- 12. Models, Tools, Test Samples, Drawings**
- 12.1. Models, moulds, templates, samples, tools, drawings, or other documents or manufacturing aids provided by Wera to the contractual partner ("Wera Documents") are trade secrets and remain the property of Wera. The contractual partner agrees not to disclose Wera Documents to third parties in any form and not to reproduce or use such documents for any purpose other than the fulfilment of Wera's order without Wera's express consent, and to adequately insure the means provided to the contractual partner against destruction or damage.
 - 12.2. The same applies to drawings or documents that the contractual partner submits as instructed by Wera; it is agreed that ownership of these documents passes to Wera upon submission and that the documents are safely kept by the contractual partner for Wera.
 - 12.3. In the event of a transfer within the meaning of Section 13 of these General Terms and Conditions of Purchase, Wera grants the contractual partner a limited license to use the Wera Documentation solely for the purpose of providing the Wera Products and/or Services. This license terminates immediately upon completion of the Services or, whichever is earlier, upon the provision of the Products or a breach by the contractual partner of its obligations under these Terms or the Master Agreement.
 - 12.4. Wera may claim a contractual penalty of CZK 250,000 from the contractual partner for each case of breach of the above obligations. Any claims by Wera for damages actually incurred in excess of the penalty remain unaffected; however, the contractual penalty to be paid will be set off against the claim for damages.
- 13. Protection of Intellectual Property Rights**
- 13.1. The contractual partner warrants that the Goods to be manufactured or supplied do not infringe any domestic or foreign industrial property rights and, in particular, that the use of the Goods supplied does not infringe any patents, licences, registered designs, software rights, copyrights or other industrial property rights of any third parties. The contractual partner agrees to indemnify Wera or its customers for any damages resulting from infringement of intellectual property rights by Goods it has manufactured or supplied, to join Wera in any legal proceedings brought against Wera for infringement of intellectual property rights, and to reimburse Wera for all costs of such legal proceedings, including legal fees.
 - 13.2. The parties agree to inform each other promptly of all risks of infringement of ownership rights and allegations of infringement of ownership rights of which they become aware and to give each other the opportunity to refute such allegations, upon mutual agreement.
 - 13.3. The contractual partner will inform Wera whether the Goods to be manufactured or delivered are protected by its own patent or utility model right or whether such right is claimed by a third party. In the event that a third party claims the right within the meaning of 13.1, the contractual partner is obliged to secure the right of use at its own expense or, upon consultation with Wera, to replace the products or services with comparable products or services or to modify them so that they are substantially equivalent to the original product or service but do not infringe the intellectual property rights of the third party.
 - 13.4. The contractual partner may not use Wera's name or logo in any form, whether online or in brochures, marketing or other materials or social media, without the express written consent of Wera.
 - 13.5. If the contractual partner supplies software, images, text and/or music, it grants Wera a non-exclusive, geographically and territorially unlimited right of use for all known and unknown uses, unless otherwise agreed in the master agreement.
- 14. Reservation of the Ownership Right**
- 14.1. The contractual partner is entitled to deliver the Goods subject to reservation of the ownership right, according to which ownership of the Goods passes only upon payment in full. Even in that case, Wera is entitled to dispose of the Goods in the usual way.
 - 14.2. If Wera's assets are processed or combined with goods not owned by Wera, Wera is entitled to a co-ownership interest in the resulting new product in the proportion of the value of Wera's assets to the other processed goods or items. The same applies if the items and goods are delivered by third parties for processing directly to the contractual partner on behalf and for the account of Wera.
- 15. Code of Conduct for Business Partners: Due Diligence in the Supply Chain Act**
- 15.1. The contractual partner is responsible for complying with the obligations and guidelines set out in the Wera Code of Conduct for Business Partners (for the current version, please visit https://www.werawerk.cz/wp-content/uploads/2024/03/Wera_20240315_EN_Code_of_conduct_for_business_partners.pdf)
The contractual partner agrees not to enter into any business relationships that could damage Wera's reputation, e.g. by entering into business relationships with companies that violate recognised international human rights, labour, environmental and corruption standards or are associated with companies and/or persons subject to international sanctions by the EU or other authorities.
- 16. Confidentiality**
- 16.1. The parties mutually agree to treat all commercial and technical data of which they become aware in the context of the cooperation and which are not publicly available as their trade secrets and to maintain absolute confidentiality vis-à-vis third parties.
 - 16.2. For each case of violation of the aforementioned provisions, the contractual partner agrees to pay a contractual penalty of CZK 250,000. Any claims by Wera for damages actually incurred in excess of the penalty remain unaffected; however, the contractual penalty to be paid will be set off against the claim for damages.
- 17. Other Conditions for Service Agreements and Contracts for Work**
- 17.1. In the performance of service or works contracts, the contractual partner's employees or representatives must meet the general requirements of competence and know-how in the relevant sector. Any special deviating requirements which Wera might have will prevail. If personnel or authorized representatives are not sufficiently qualified to perform the contracted services, Wera may require the removal of such personnel. In such a case, the contractual partner must immediately provide a sufficiently qualified replacement.
 - 17.2. Work carried out on Wera's premises must not interfere with Wera's operations beyond the extent which is unavoidable. When carrying out work on Wera's premises, the contractual partner is obliged to ensure that its employees and authorised persons comply with the Binding Conditions for the Activities of External Persons on the premises of Wera Werk s.r.o. in terms

of occupational health and safety, fire protection and environmental protection, which are available at:

<https://www.werawerk.cz/wp-content/uploads/2018/08/BP-30010-0001-07-Obligatory-conditions-OHS-FP-EP-Index-01.pdf>
Wera must provide such assistance as may be reasonably requested in connection with the performance of the subject matter of the contract by the contractual partner.

- 17.3. Wera may not issue instructions to the employees of the contractual partner. The contractual partner must therefore ensure that an authorised person is always available to receive any comments and give statements.
- 17.4. The contractual partner is solely responsible for the remuneration of its employees and its representatives, as well as for the payment of employment-related taxes, social security contributions and VAT to the competent authorities. The contractual partner must at all times indemnify Wera against any such claims by third parties due to non-payment or underpayment of wages, taxes or other contributions by the contractual partner.
- 17.5. The contractual partner will ensure, where applicable, that its employees and representatives have valid work and residence permits and any other necessary permits or licenses when working on Wera's premises.

18. Personal Data Protection

- 18.1. Wera and the contractual partner are entitled to record data about the other party and the individual contractual relationships in accordance with the applicable laws and handle it in accordance with Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "GDPR").
- 18.2. Both Wera and the contractual partner agree to keep any confidential information and personal data confidential and to process or otherwise handle the same solely in connection with the performance of their obligations vis-a-vis the other party. Furthermore, both parties are obliged to protect the information and personal data and, to this end, to ensure appropriate technical and organisational measures to protect confidential information and personal data, in particular to protect them from unauthorised use or transfer.
- 18.3. The contractual partner is obliged, at the request of Wera, to oblige its employees deployed for the performance of the contract in writing to maintain confidentiality of the data in accordance with Art. 32(4) of the GDPR and to provide proof to this effect to Wera upon request.
- 18.4. If the contractual partner or any of its affiliates or subcontractors receives or obtains access to personal data from the European Economic Area ("EEA") in the course of the performance of this contract, the contractual partner warrants that the processing of personal data will be carried out exclusively in a Member State of the European Union, in a State that is a party to the Agreement on the European Economic Area or in a third country for which the European Commission has determined that an adequate level of protection is guaranteed or in accordance with the provisions of Sections 18.4 and 18.5 below.
- 18.5. Any transfer of personal data to a country other than the above-mentioned Member States and countries ("third countries") is subject to Wera's prior written or electronic consent (e.g. by email) and compliance with the regulations for the transfer of personal data to third countries or international organisations (Art. 44 - 50 of the GDPR).
- 18.6. Where the transfer of personal data to a third country requires the provision of appropriate safeguards, the parties agree that the preferred safeguard is the conclusion of Standard Contractual Clauses within the meaning of Art. 46(2)(c) GDPR as adopted by the European Commission. The parties hereby agree to negotiate in good faith to conclude an updated version of these Standard Contractual Clauses. The selection of other reasonable warranties is at Wera's sole discretion.

19. Termination and Amendments

- 19.1. Either party may terminate the contract with immediate effect by written notice if the other party commits a material breach of these GTC and fails to remedy the breach within 30 days of receipt of a warning notice from the party which insists on the breach, specifying the breach and demanding that it be remedied.

- 19.2. In the event of termination of the contract by Wera for any reason, all licenses granted to the other party by Wera or by Wera's licensors under Section 13.3 with respect to the Wera documents will be terminated immediately. By the termination of the contract, no licenses granted by the contractual partner to Wera pursuant to Section 13.5 will be concerned. All Wera's materials, confidential information and/or Wera's personal data will be returned to Wera or, upon Wera's request, securely removed from the contractual partner's systems and destroyed.

20. Territorial Jurisdiction; Governing Law

- 20.1. The exclusive court for all disputes arising out of commercial contracts is the court of Wera's subject-matter and territorial jurisdiction.
- 20.2. The relationship between the parties will be governed exclusively by the law applicable in the Czech Republic to the exclusion of international commercial law, in particular the United Nations Convention on Contracts for the International Sale of Goods.

Wera Werk s.r.o.
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with its registered office at
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