GENERAL TERMS AND CONDITIONS OF SALE
of MSA, a.s. /joint-stock company/ valid from 1.11.2026

The following provisions contain the contractual terms and conditions under which the company MSA, a.s. as a seller is ready to conclude a contract for the sale of the goods you have requested.

Terms and Conditions

1. Definitions

a) Order: an order is a binding proposal by which the buyer intends to purchase certain goods from the seller, to acquire title to the goods, to take possession of the goods and to pay the purchase price for them. The date of receipt of an order is the date on which the order is delivered to the seller. By placing an order for Goods, the Buyer agrees to the exclusive use of these General Terms and Conditions of Sale, which shall thus become a part of the Buyer's order. The use of the Buyer's terms and conditions is excluded.

(b) Goods: the moveable item specified by the description and the quantity ordered in the order and in their annexes.

(c) Seller: MSA, a.s., registered office: Hlučínská 641, 747 22 Dolní Benešov, Czech Republic, Reg. No.: 45192278, incorporated at the Regional Court in Ostrava in Section B, Insert 388, which is listed in the header of the order as the seller or under another designation of the same meaning.

d) Buyer. The trading company or other entity that sent the Buyer's order for delivery of goods. The buyer is identified on the purchase order as the buyer or by another designation of equal meaning.

(e) Contractual parties: a common designation for the buyer and seller.

(f) Purchase Contract: The Buyer's order for delivery of the Goods which these GTC form an integral part of, certified by the Seller. By the Purchase Contract the Seller undertakes to deliver the Goods specified in the Purchase Order and any attachments thereto to the Buyer and to transfer the title to the Goods to the Buyer and the Buyer undertakes to pay the Purchase Price for duly delivered Goods.

g) Purchase Price: the consideration for the Goods in the specified amount and currency as stated in the Purchase Order.

(h) Business Day: a day which is not a Saturday, Sunday, holiday or public holiday in the Czech Republic.

2. Conclusion of the Purchase Contract and Delivery of Goods:

Conclusion of the purchase contract

2.1 Confirmation of Order: Unless otherwise stated in the order, the Seller shall confirm the order sent by the Buyer in writing within 30 days from the date of receipt of the order by the Seller. The Seller's confirmation of the order shall take effect when signed by its authorized representative and when it reaches the Buyer. This is the moment when the purchase contract is concluded. The rules of written communication under clause 12 of these GTC apply here. Upon confirmation of the order by the Seller these GTC become an integral part of the concluded purchase contract.

2.2 Confirmation with reservations (counter-proposal): Confirmation of an order that contains additions, reservations, limitations or other changes (hereinafter referred to as "reservations") is a rejection of the order and is considered a new proposal for the conclusion of the purchase contract (counterproposal) i.e. accept the latest draft of the order These GTC are an integral part of each counter-proposal..

2.3 Delivery of Goods without order confirmation: If the Seller delivers the Goods to the Buyer in accordance with the contents of the order without first confirming the Buyer's order in writing, but the Buyer accepts the Goods, this situation shall be deemed to be an unqualified confirmation of the order in the version last sent to the Buyer by the Seller and these GTC shall become part of the concluded contract at the moment of the Buyer's expressed consent to the delivery of the Goods in accordance with such order.

2.3. Delivery parity: Unless otherwise specified in the order, the INCOTERMS 2020 delivery parity in the EXW version of MSA, a.s., Hlučínská 641, 747 22 Dolní Benešov, Czech Republic shall apply.

2.4 Delivery parity in case of default of the Buyer: In the event that a delivery parity other than INCOTERMS 2020 in the EXW version of MSA, a.s. is agreed in the Buyer's order, in the counter-offer or in the Purchase Contract, Hlučínská 641, 747 22 Dolní Benešov, Czech Republic, then such other delivery parity shall be changed to the delivery parity INCOTERMS 2020 in the wording EXW MSA, a.s., Hlučínská 641, 747 22 Dolní Benešov, Czech Republic on the fifth day on which the Buyer is in default of acceptance or removal of the goods.

2.5. The time limit for delivery of the goods is determined in calendar weeks and starts after the Seller confirms the Buyer's order and after full clarification of the technical specification of the goods.

3. Invoicing: The Buyer agrees to receive invoices / tax documents from the Seller in e-mail form. The email correspondence rules in clause 12 shall apply to the sending of invoices by email. The Buyer shall pay the price for the Goods or part thereof on the basis of the invoice sent by email or by post, whichever is received first. If the Buyer does not acknowledge receipt of the invoice by email, the invoice sent by email shall be deemed to have been received on the second working day following its dispatch. Any technical problems with the receipt of the e-mail message are the responsibility of the Buyer and do not affect the due date of the invoice.

4. Transfer of title. The buyer acquires the title the goods by full payment of the purchase price.

5. Transfer of risk: The risk of damage to or loss of the goods shall pass to the buyer upon delivery of the goods to the first carrier. If the buyer is in default in taking delivery of the goods, the risk of damage to or loss of the goods shall pass to the buyer on the date on which the seller has notified the buyer that the goods are ready for collection.

6. Spare parts: Seller is not obligated to maintain a stock of spare parts related to this order before Buyer places a separate order for such spare parts.

7. Penalties for delay in delivery of the goods: if the seller is in delay with the delivery of the goods, it is obliged a contractual penalty of 0.1% of the price of the undelivered goods for each week of delay to pay the buyer based on the buyer's request made no later than 10 days after the delivery of the goods, otherwise the right to the contractual penalty expires. The total amount of this penalty shall not exceed 5% of the price of the undelivered goods. The total amount of this penalty shall not exceed 5% of the price of the undelivered goods.

8. Penalty for late payment of the price: if the Buyer is in default of payment of the purchase price, the Seller is entitled to demand payment of a contractual penalty of 0.5% of the amount due for each week of delay. The total amount of this penalty shall not exceed 5% of the total price.

9. Compensation for injury: The Seller is obliged to compensate the Buyer for damages resulting from a defect in the goods for which the Seller is liable, namely only to the extent of the actual damage, without the right to compensation for lost profits and financial loss, up to a maximum of the purchase price of the specific goods, excluding VAT, as a result of which the damage occurred.

10. Choice of law: This contract, as well as all legal relations arising from or related to it shall be governed by Czech law. The Parties exclude the application of the UN Convention on Contracts for the International Sale of Goods.

11. Choice of forum: All disputes arising out of this Contract, including the question of its validity or invalidity, and disputes related to this Contract, shall be finally decided by the Court of Arbitration of the Czech Chamber of Commerce and the Czech Chamber of Agrarian Affairs in accordance with its Rules and Regulations by a single arbitrator appointed by the President of the Court of Arbitration.

12. E-mail correspondence: The Seller and the Buyer are entitled to communicate with each other using e-mail correspondence. In the case of e-mail correspondence, the message will be sent to the e-mail contact of the relevant Purchasing Officer on the Buyer's side or the relevant sales officer on the Seller's side, as well as to the general e-mail contact of the Seller or the Buyer as communicated by the parties to each other or as published on the Website.
The Seller's general email contact is: sales@msa.cz. The Seller and the Buyer shall also communicate to each other which persons are authorised to act in contractual and technical matters and their contact details.

The addressee of the e-mail message is obliged to confirm the proper delivery of the message including its attachments immediately after receiving the message. If the addressee fails to acknowledge receipt of the message, the e-mail message shall be deemed to have been delivered on the 2nd working day after its sending.

Any technical problems with the receipt of the e-mail message are the responsibility of the addressee of the message. In this case, the e-mail message is deemed to have been received on the 2nd working day after it was sent.

Organisational conditions - Contract management

13. Buyer's cooperation: The Buyer shall provide the Seller /without undue delay not later than within 5 working days of the Seller's request / with the necessary cooperation leading to the proper and timely delivery of the goods, in particular in the context of clarification of technical specifications, approval of documentation, inspection and acceptance, handover and acceptance of the goods.

If the Buyer is in default in providing the cooperation, the Seller shall be entitled to interrupt the production process including the purchase of materials and shall notify the Buyer in writing. The sending of a scanned and signed document by e-mail shall also be deemed to be a form in writing and the rules for e-mail correspondence set out in clause 12 shall apply. The document in question must be signed by the person who signed the original contract/order or by another functionally superior person.

If production is interrupted due to the Buyer's failure to act, the Seller shall be entitled to reimbursement of all costs incurred to date, which shall amount to a minimum of:

- 30% of the total price if the production process is interrupted within a period of 3 weeks (up to 21 days) from the receipt of the Buyer's order,
-75 % of the total price if the production process is interrupted within 6 weeks (22 to 42 days) of receipt of the buyer's order,
-90% of the total price if the production process is interrupted within 9 weeks (43 to 63 days) of receipt of the buyer's order,
- 100% of the total price if the production process is interrupted within 10 weeks or more (64 days or more) of receipt of the buyer's order.

The Buyer's delay in providing assistance and the extension of the delivery date due to the interruption of the production process shall not be attributable to the Seller. The delivery date shall be extended by the period of Buyer's delay and by the period of interruption of the production process.
14. Delay of the Buyer in taking over the goods: if the Buyer does not take over the goods within the time and in the manner specified by the parties, the goods shall be deemed to have been duly delivered and taken over on the day following the last day set for the Buyer to take over the goods. The Seller shall be entitled to store the goods thereafter and the goods shall be stored at the Buyer's risk. Danger of damage to the goods, for example by the influence of weather conditions is born by the Buyer.
The Buyer shall reimburse the Seller for any costs incurred by the Seller in connection with the storage of the goods. The reimbursement of costs will be 1% of the price of the unclaimed goods per day of storage, unless the seller proves that the actual costs were higher, in which case the actual costs will be reimbursed.
15. Change of contractual performance: the Buyer is entitled to request a change of contractual performance, the consequence of which is a change of the delivery date and a change of the price. Any change requested by the Buyer after the conclusion of the contract, in particular a change in the technical specification of the goods and a change in the delivery terms, shall be considered a change in the contractual performance. A change to the contractual performance shall be made by agreement between the parties as follows
a) The Buyer shall notify the Seller in writing of its interest to change the contractual performance, specifying the description of the requested changes. It is in the Buyer's interest to inform the Seller as soon as possible of a change in the contractual performance, as later notification of changes will lead to a greater extension of the delivery time and to a greater increase in cost and price.

(b) The seller shall inform the buyer in writing within 5 working days of the consequences of the proposed changes, namely at least with regard to changes in the delivery date, price and payment terms. The Seller shall continue to manufacture the goods in accordance with the original requirements until a change order is placed in accordance with clause 15(c) of these General Terms and Conditions.

c) If the Buyer insists on the implementation of the proposed changes, it shall make a so called change order to the Seller in writing within 5 working days at the latest, specifying in particular the requested changes to the order, changes in the delivery date, price and

payment terms, whereby the Seller shall be entitled to payment of a part of the price at least in the amount as if the production process had been stopped according to these General Terms and Conditions of Sale (see percentage scale below). The parties may also agree on the implementation of the changes in the form of a contractual amendment.

(d) If the Buyer refrains from making the proposed changes, the Buyer shall notify the Seller in writing within 5 working days to continue the production process according to the original contractual and technical conditions.

e) If the Buyer and the Seller do not agree within 5 working days on the terms and conditions under which the change in performance requested by the Buyer will be implemented, then the Seller shall proceed with the production of the Goods in accordance with the original contractual and technical terms and conditions and shall notify the Buyer about it in writing.

(f) If the Buyer fails to take action under (c) or (d) within the specified period of 5 working days, then the Seller shall proceed with the manufacture of the Goods in accordance with the original contractual and technical terms and conditions and shall notify the Buyer about it in writing.

(g) The Buyer shall be entitled to request in writing to suspend the production process, including the purchase of materials, during negotiations on changes in performance.

If the production process is suspended, the Seller shall be entitled to reimbursement of all costs incurred to date, which shall amount to a minimum of:

- 30% of the total price if the production process is stopped within 3 weeks (up to 21 days) of receipt of the buyer's order,
- 75% of the total price if the production process is stopped within 6 weeks (22 to 42 days) of receipt of the buyer's order,
- 90% of the total price if the production process is stopped within 9 weeks (43 to 63 days) of receipt of the buyer's order,
- 100% of the total price if the production process is stopped within 10 weeks or more (64 days or more) of receipt of the buyer's order.

Extension of the delivery date due to suspension of the production process is not to the Seller's detriment. The original delivery date shall be extended by the period of suspension of the production process.

The sending of a scanned and signed document by e-mail shall also be deemed to be a form in writing, subject to the e-mail correspondence rules set out in clause 12. The document in question must be signed:

- in the cases referred to in points (a) and (b), signed by the sales clerk for the seller, by the purchasing clerk for the buyer or by another person functionally superior to them,
- in the cases referred to in points (c), (d), (e), (f) and (g), the person who signed the original contract/order or another person functionally superior to them shall sign for both the seller and the buyer.

16. Consequences of termination of the contract: In the event that the Buyer takes steps to terminate the contractual relationship and at the same time there is no reason for termination on the part of the Seller, the Buyer is obliged to compensate the Seller for all costs caused by the termination of the contractual relationship. The compensation of costs shall amount to a minimum of:

- 30% of the total price if the production process is terminated within 3 weeks (up to 21 days) of receipt of the Buyer's order,
- 75 % of the total price if the production process is completed within 6 weeks (22 to 42 days) of receipt of the buyer's order,
- 90% of the total price if the production process is completed within 9 weeks (43 to 63 days) of receipt of the buyer's order,
- 100% of the total price if the production process is completed within 10 weeks or more (64 days or more) of receipt of the Buyer's order

The Buyer must comply with the written form, which includes sending a scanned and signed document by email, subject to the email correspondence rules set out in clause 12. The document in question must be signed by the person who signed the original contract/order or another functionally superior person.

17. The Parties shall be excused from their obligation to perform their obligations under this Agreement in whole or in part if the failure to perform such obligations is due to circumstances of force majeure. Force Majeure shall be deemed to be such unavoidable events which the party claiming to be relieved of its obligations by reason thereof could not reasonably have foreseen at the time of the negotiation and execution of this Agreement and such events, which prevent such party from performing its obligations hereunder, such as public enemy, quarantines, epidemics, pandemics, fires, explosions, violent windstorms, earthquakes, floods, war, riots, strikes, or any other event reasonably beyond the control of either party. So long as the force majeure circumstances apply, the party invoking this clause shall not be in default and the other party shall not be entitled to liquidated damages for the duration of such circumstances.

18. The Party claiming a waiver on the grounds of force majeure shall notify the other Party to this Contract without delay, but no later than ten days after the occurrence of such event, of the occurrence of circumstances which may be considered as force majeure. Notification shall be in writing, whereby the sending of a scanned and signed document by e-mail shall be deemed to be in writing, the rules for e-mail correspondence set out in Clause 12 being applicable. It shall notify the other party in the same way of the end of the circumstances which can be considered as force majeure. The party claiming force majeure shall, at the request of the other party, provide reasonably satisfactory evidence of those circumstances which can be relied upon as credible. Force majeure shall not be deemed to arise only at a time when the obliged party was already in default of its obligations or arose from its economic circumstances.

19. In the event that circumstances that can be assessed as force majeure continue for more than 9 months, the parties are entitled to withdraw from this contract.

20. Contractual difficulties: if there is a change in circumstances so substantial that the change creates a particularly gross disproportion in the rights and obligations of the contracting parties by disadvantaging one of them, in particular by a disproportionate increase in the cost of performance of the seller, where a disproportionate increase in the cost of performance of the seller is considered to be an increase in the prices of the seller's input costs by 20% or more compared to the time of conclusion of the contract (i.e. The party concerned shall have the right to claim against the other party to renegotiate the contract if it proves that it could not reasonably have foreseen or influenced the change and that the change occurred after the conclusion of the contract or became known to the party concerned after the conclusion of the contract. In the event that this situation arises, the affected party must notify the other party immediately, but no later than thirty days after the occurrence of such event, of the circumstances that can be assessed as a contractual difficulty. The notification shall be sent in writing, whereby the sending of a scanned and signed document by e-mail shall be deemed to comply with the written form, the rules for e-mail correspondence set out in clause 12 being applicable. The written notification shall specify how it is proposed to modify the agreed contract, both in terms of the purchase price, the scope of the contract and the terms of

performance of the contract. In the event that the Seller and the Buyer fail to agree on a modification of the contract within 60 days of receipt of the notice pursuant to this clause, the affected party shall be entitled, at its option, either to withdraw from the concluded contract or to apply to the competent court pursuant to clause 11 of these General Terms and Conditions for a decision to modify the obligations under the concluded contract by restoring the balance of the rights and obligations of the parties.

21. **Timely inspection of the correctness and completeness of the documentation**: if the buyer is obliged under the concluded contract to provide the seller with the goods also with technical or other documentation or technical specifications related to the delivery of the goods, the buyer is obliged to examine the delivered documentation and no later than within 30 days of receipt of the goods. Any objections to the content or scope of the documentation supplied must be raised in writing by the Buyer with the Seller within 30 days of receipt of the goods at the latest; if the Buyer does not raise any defects in the documentation, the documentation supplied shall be deemed to be free from defects and complete.

22. Inspection of goods: the Buyer is obliged to inspect the characteristics and condition of the delivered goods upon receipt of the goods so that any defects are detected as soon as possible. The Buyer undertakes to notify the defect of the goods and to make claims for defects within 5 days of the date on which the Buyer discovers the defect or should have discovered it with due care. The notification of defects must include at least: the date of discovery and a detailed description of the defect, or how the defect manifests itself; the number of defective items and their identification; and the person authorised by the Buyer to deal with the defect. The notification of defects shall always be accompanied by photographic or video documentation showing the defect. In the event of late or incomplete notification of the defects identified, the defect liability claims shall be extinguished

23. Warranty: the Seller shall be liable for defects arising in the Goods during the Warranty Period. Unless otherwise specified in the Purchase Order, the Seller warrants the quality of the Goods for a period of 18 months from the date of delivery of the Goods to the Buyer in accordance with the agreed delivery parity and these GTC and 12 months from the date of commissioning of the Buyer's Goods - in particular the fittings - at the Buyer's end customer, whichever period expires first. The warranty period shall not run for the period during which the Buyer cannot use the goods due to defects for which the Seller is liable.

24. Complaint process: the Buyer may also complain about defects by notifying the Buyer by fax, e-mail or other similar demonstrable means. The notification of defects under warranty shall always include at least: the date of discovery and a detailed description of the defect claimed or how the defect manifests itself; the number of defective items and their identification; and the person authorized by the Buyer to resolve the claim. The notification will always be accompanied by photographic or video documentation showing the defect. The Buyer is obliged to allow the Seller to inspect.

25. Reimbursement of costs: The Seller is obliged to remedy the defects that have been legitimately claimed. In the event that the complaint proves to be unjustified, the Seller shall be entitled to reimbursement of all its reasonable costs incurred in assessing, inspecting, detecting and rectifying the defect.

26. The Buyer is obliged to handle the goods in accordance with the Seller's instructions, in particular the manuals and instructions, which are always included in the delivery of the goods as technical documentation. In the event that the Buyer fails to comply with the instructions contained in the manuals, instructions or any other part of the technical documentation supplied, the Buyer's claims under the warranty shall be extinguished.

In Dolní Benešov on 1.11.2026

Karel Suchánek

Chairman of the Board of MSA, a.s.

Michal Matuš

Member of the Board of MSA, a.s.