

GENERAL TERMS AND CONDITIONS of Raylyst Solar s.r.o.

1. Introductory provisions

1.1. These General Terms and Conditions (the 'GTC') apply to all deliveries of goods and services (the 'Goods') carried out by **Raylyst Solar s.r.o.**, Company ID No.: 07259557, with its registered office at Türkova 2319/5b, Chodov, 149 00 Prague 4, registered in the Commercial Register maintained by the Municipal Court in Prague under File No. C 297884 ('**Raylyst**' or the '**Seller**') as a supplier of the Goods to customers of Raylyst, who purchase the goods and/or services as part of their business activity and thus are entrepreneurs in the respective contractual relationship within the meaning of Section 420 of Act No. 89/2012 Coll., the Civil Code (the '**CC**'). The customer is hereinafter referred to as the '**Customer**' or '**Buyer**'. The Customer and Raylyst are hereinafter jointly referred to as '**Parties**'.

1.2. The Customer's general terms and conditions or other similar terms and conditions shall only apply to the contractual relationship between the Customer and Raylyst if the Parties have expressly agreed to this in writing. This applies to situations where the existence of such Customer general terms and conditions is referred to in the Customer's documents or communications. If accepted in writing by Raylyst, such terms and conditions shall only apply to the contractual relationship between the Customer and Raylyst to the extent that they are not contrary to these GTC.

1.3. The following documents, in the order listed, shall be significant to the contractual relationship of the Parties:

- (i) An Individual Purchase Contract usually concluded by Raylyst's acceptance of the Customer's confirmed order;
- (ii) The Master Purchase Contract, if concluded between the Parties;
- (iii) These GTC;
- (iv) General terms and conditions of the Customer, if their application has been expressly agreed by the Parties.

1.4. An integral part of these GTC are the Complaint Rules of Raylyst, as amended and in force (the '**Complaints Rules**').

1.5. The application of the Buyer's general terms and conditions and the Convention on the International Sale of Goods is excluded unless expressly agreed otherwise.

1.6. Unless the Parties agree otherwise in writing, the following terms shall have the following meaning:

- 'Confidential information' includes all information and documents obtained by the Buyer in the course of the Parties' business

cooperation, as well as information obtained in negotiations prior to the commencement of cooperation with the Seller, including but not limited to prices, other commercial and delivery terms, contact details of Raylyst's employees, suppliers and other Raylyst contractors and their employees, technical solutions or proposals for such solutions, etc;

- 'Purchase Contract' or 'Individual Purchase Contract' means a contract concluded in a specific case between the Parties in accordance with the procedure provided for in these GTC and, where applicable, the master contract concluded between them, even if the subject of the contract includes other activities in addition to the delivery of Goods;
- 'Takeover of Goods' means the physical takeover of the Goods by the Buyer, but in relation to the Buyer's rights arising out of defective performance also the Buyer's refusal to take over the Goods or other failure to physically take over the Goods by the Buyer for reasons on the part of the Buyer;
- 'Force majeure' means a circumstance arising outside the Seller's will and sphere of influence that has a negative impact on the contractual relationship that cannot be eliminated or can only be eliminated with efforts or costs that make such efforts on the part of the Seller irrational.

2. Conclusion of contracts

2.1. All information, technical data and parameters of the offered Goods provided by Raylyst in any manner (on the website, in hard-copy or electronic catalogues, newsletters, etc.) are only intended for information purposes and do not constitute a binding offer by Raylyst to offer a contract.

2.2. An offer presented by Raylyst to the Customer on the basis of its demand or inquiry also has an informative nature, and is intended as a source document for an order to be placed by the Customer. The Customer orders Goods from Raylyst by a written order placed in one of the following manners:

- (i) by referring to a specific offer of Raylyst;
- (ii) by sending its own order containing a reference to a specific offer of Raylyst;
- (iii) by confirming an order of Raylyst in writing;
- (iv) via the Raylyst client zone if Raylyst makes it possible.

Raylyst shall be entitled to temporarily or permanently exclude any of the above mentioned methods of placing an order and must inform the Customer of that fact at least 24



hours before such exclusion takes effect. The order sent by the Buyer to the Seller shall be binding on the Buyer at the moment of its delivery to the Seller and shall expire if the Seller rejects or does not accept it, or fails to deliver the Goods by the delivery date specified in the order, or fails to inform the Customer by that date that it intends to deliver the Goods.

2.3. If the Customer orders the Goods in a manner different from those specified under subsection 2.2(i), (iii) or (iv), its order must contain the following data:

- basic identification data of the Parties;
- specification of the required Goods;
- quantity of the Goods;
- the price of the ordered Goods (according to the Seller's offer, or according to a special agreement);
- total value of the order;
- duration of the warranty provided by the foreign supplier of the Goods (as indicated in Raylyst's offer if the warranty is provided);
- delivery date;
- place of delivery;
- delivery terms and conditions according to Incoterms® 2020 in the EXW, DDP or CIP, FOB, clause, etc.
- the method of transport, if this is provided by the Seller;
- the price of transport as offered by the Seller, if this is provided by the Seller;
- identification of the person authorised to order the Goods;
- identification of the person authorised to take over the Goods.

2.4. The Parties enter into the Purchase Contract once the Seller accepts the Buyer's order.

2.5. The Seller is entitled to unilaterally amend the individual terms or any of them even after the conclusion of the Purchase Contract, in particular, but not limited to the price, quantity of the Goods, delivery date, scope and price of the related services and performance (e.g. transport, insurance, etc.), delivery terms, etc. Such a change is subject to the Buyer's approval. If the Buyer does not approve of the change, it shall be entitled to withdraw from the relevant Individual Purchase Contract within two working days of the delivery of the notice of the respective change. If the Buyer does not comment on the change within that period of time, it shall be understood to approve of the delivery under the changed conditions.

2.6. Raylyst does not supply or grant any licences or other intellectual property rights to the Buyer and is not responsible for the granting thereof.

3. Delivery of Goods

3.1. The Seller shall deliver the Goods in accordance with any of the terms of Incoterms® 2020. If no delivery term is agreed upon, the EXW term at the Seller's warehouse shall apply at the address listed

on the Seller's website and the place of handover of the Goods shall be the Seller's dispatch platform at the Seller's plant.

3.2. The Buyer undertakes to provide all necessary assistance in taking over the Goods, including ensuring readiness for loading and removal (in the case of EXW delivery term) and the unloading itself without delay after the arrival of the vehicle carrying the Goods (in other cases). If the Buyer fails to provide assistance in due time, the Seller shall be entitled to charge to the Buyer costs of waiting for such assistance. If the Buyer is in default for more than 12 hours, the Seller shall be entitled to take the Goods to its warehouse at the Buyer's expense or to another suitable place of its choice.

3.3. If the Seller arranges the transport of the Goods, the Buyer is obliged to make sure that the place of delivery of the Goods is always specified as a place easily accessible by large vehicles (including trucks). If the Buyer breaches this obligation, the Seller shall be entitled, at its discretion, either (i) to deliver the Goods (i.e. to park the vehicle carrying the Goods) to the nearest suitable place at its discretion, such delivery having the effect of fulfilling the obligation to deliver the Goods; or (ii) at the Buyer's expense, to take the goods to its warehouse or to another suitable place of its choice.

3.4. The Buyer is obliged to make sure that the person authorised to take over and check the goods is present at the place and time of delivery of the Goods according to the Purchase Contract. The person taking over the Goods is obliged to prove their identity to the Seller or its representative before taking over the Goods at its request. Neither the Seller nor the person authorised by the Seller to transport the Goods is obliged to examine the authorisation of the person taking over the Goods. It is understood that the person who takes over the Goods at the place of the takeover is a person authorised by the Buyer to do so.

3.5. The authorised person is obliged to take over the Goods on behalf of the Buyer at the place and time of delivery indicated in the confirmed order. When taking over a delivery, the Buyer's authorised person is obliged to sign (with a legible indication of their name and surname) and, if necessary, stamp the Buyer's stamp on the delivery note and other accompanying documents and hand them over to the Seller's authorised representative. The liability for damage in the Goods shall pass onto the Buyer once the Buyer's authorised person takes over the Goods and confirms the delivery note. If the Buyer fails to meet the conditions for the takeover of the Goods and/or the conditions upon the Goods takeover (or only some of them), the Seller shall be entitled, at its option, to hand over



the Goods with effects of delivery, or refuse to hand over the Goods and charge to the Buyer all related costs including the costs of the carrier's waiting and/or the costs of the trip back to the Seller's warehouse or to another suitable place at the Seller's choice.

- 3.6. If the Buyer is in default of taking over the Goods for any reason (e.g. failure to take over the Goods, failure to allow or ensure the unloading of the Goods, unavailability of the specified site by a truck, etc.), the Buyer shall be obliged to compensate the Seller for all costs caused thereby, in particular, but not exclusively, the costs of the wasted journey, including the journey back with the Goods or to another place as agreed by the Parties, storage costs, waiting of the delivery vehicle, etc.
- 3.7. If there is an obstacle to the delivery of the Goods by the agreed delivery date (e.g. due to force majeure or as a result of late delivery of the Goods by the supplier), the Seller shall inform the Buyer of the obstacle without undue delay after learning about it and inform the Buyer of a new delivery date. In such an event the Buyer shall not be entitled to payment of damages, late interest or other penalties due to the failure to meet the original delivery date. However, if the delay in delivery lasts longer than 6 months, both Parties are entitled to withdraw from the Individual Purchase Contract without any right to damages or other penalties.
- 3.8. The Seller shall only be held liable for delay in delivery of the Goods if the delay is caused by the Seller, in particular if the Seller does not deliver the Goods to the Buyer within 30 days of the date on which the Goods were delivered to the Seller by the supplier, or within 30 days of the date on which the Goods were to be delivered under the Purchase Contract if Goods that the Seller has on stock are to be dispatched.

4. Payment terms

- 4.1. The purchase price of the Goods delivered by the Seller to the Buyer is based on the Seller's current price list. The Seller is entitled to unilaterally change the price list as well as the individually determined conditions of bonuses and discounts for the Buyer. If the Buyer disagrees with a change in the conditions by the Seller, the Buyer shall be entitled to withdraw from the Individual Purchase Contract by written notice of withdrawal delivered to the Seller within 5 working days of the delivery of the notification of the change of the conditions. Once this period of time expires, the right of withdrawal shall expire and the new terms and conditions shall become binding on the Parties with effect from the date of delivery of notification about their change to the Buyer.
- 4.2. The Seller shall be entitled to require the Buyer to pay a non-refundable advance

payment of up to 100% of the purchase price before concluding an Individual Purchase Contract. If the Buyer decides not to collect the ordered Goods, the Seller shall be entitled to keep the advance payment. This shall not apply to cases referred to in Article 4, subsection 4.7 hereof.

- 4.3. The Seller shall issue a separate due invoice for each Individual Purchase Contract for the purchase price of the Goods in accordance with the relevant legislation and send the invoice to the Buyer electronically by e-mail to the address indicated to the Seller by the Buyer for this purpose, unless the Parties agree otherwise. If the Buyer fails to provide an e-mail address for invoicing purposes in due time, the Seller shall be entitled, at its choice, to send the invoice to the e-mail address via which the Buyer communicates with the Seller or, at the Buyer's costs, in the hard copy to the address of the Buyer's registered office indicated in the Commercial Register or Trades Register or a similar register.
 - 4.4. The Buyer is only entitled to return the received invoice to the Seller if the invoice is incorrectly issued and must state the relevant reason for its return. If the Buyer does not return the invoice within 5 working days of the date of its sending to the Buyer, the invoice shall be deemed accepted without objections and the Buyer shall be obliged to settle it within the maturity period.
 - 4.5. The Parties agree that unless arranged otherwise in the Individual Purchase Contract, the ownership title shall only pass onto the Buyer after both following conditions have been met: (i) full payment of the purchase price and (ii) acceptance of the Goods. The Buyer undertakes to make sure that if the Goods are delivered before the full payment of the purchase price, the Goods will be returned to the Seller at the Seller's request at any time by the moment of full payment of the purchase price for the Goods (especially in the event of withdrawal from the Contract as a result of the Buyer's failure to pay the purchase price for the Goods or a part thereof), unless the Parties agree otherwise.
 - 4.6. The Buyer is obliged to notify the Seller of the movement and location of the Goods for which the ownership title has not been transferred as per Article 4, subsection 4.5 hereof.
 - 4.7. The Seller shall be entitled, at its option, to set off any performance of the Buyer against any receivable due or not due from the Buyer. Acceptance of performance for a later due or not yet due receivable of the Seller is in no way a confirmation of the Seller's payment of older receivables.
5. Liability for defects, warranty
- 5.1. The Seller is not obliged and usually does not have the opportunity to physically check



the Goods before delivery to the Buyer and to reveal any defects. The Buyer is obliged to check the Goods properly and with professional care upon receipt and to ascertain their quality, properties and quantity and to test the Goods for any hidden defects. The Buyer is obliged to check the correctness and completeness of the delivery and the functionality of the delivered Goods immediately after receipt with professional care. Upon takeover of the Goods, the following shall be checked in particular:

- whether the number and type of the products delivered correspond to the order and delivery note details, e.g., number of packages and number of pallets;
 - whether the Goods show any obvious defects, which, in particular, include:
 - o damaged or deformed packaging;
 - o visible damage to the Goods;
 - o a smaller quantity or a different type of Goods than specified in the delivery note;
 - testing of the delivered Goods for any hidden defects.
- 5.2. The Buyer expressly waives the rights arising out of liability for defects to the maximum extent permissible, but in any case if it fails to claim a defect without undue delay, within 5 working days of taking over the Goods. In such an event the Buyer cannot claim rights arising out of defects in the Goods in legal proceedings. The Parties hereby expressly modify the provisions of Section 1921, subsection 1 of the Civil Code.
- 5.3. If only a part of the delivery is defective, the Buyer shall be obliged to take over the properly delivered part of the delivery. The quantity of the Goods received shall be indicated in the delivery note by the person taking over the delivery and by the Seller's representative (usually the carrier). The Seller shall deliver the defective or missing part of the delivery to the Buyer without undue delay.
- 5.4. If the Buyer identifies any defects in the Goods, it shall notify the Seller of those defects without undue delay in the form of a written complaint. Deadlines and other details are regulated by the Complaints Rules.
- 5.5. The Seller provides no quality warranty to the Buyer. If the Seller's supplier provided the Seller with warranty in respect of the Goods, the Seller shall provide the Buyer with reasonable assistance in making claims arising out of the warranty with the respective supplier of the Seller. However, the Seller shall not be held liable for the enforceability and recoverability of the Supplier's warranty. Details are set out in the Complaints Rules.

6. Penalties

- 6.1. If the Buyer is in default of settling any due debt to the Seller, the Seller shall be entitled to a contractual penalty for default in the amount of 0.1% of the outstanding amount for every day of the delay. In addition, the Seller shall be entitled to suspend all deliveries of Goods to the Buyer until the Buyer has paid all outstanding amounts, without the Buyer becoming entitled to any compensation.
- 6.2. If the Buyer or the person designated by the Buyer to take over the Goods does not take over the duly delivered Goods showing no defects or deviations comparing to the confirmed order, the Buyer shall be obliged to pay the Seller a contractual penalty of 0.1% of the price of the Goods not taken over for each day of delay in the takeover.
- 6.3. The Buyer shall be obliged to pay to the Seller the extra costs incurred in connection with Article 6, subsection 6.2 hereof.
- 6.4. The Buyer is obliged to pay the contractual penalty or late interest charged by the Seller within 7 days of the date of delivery of the written statement of the penalty by the Seller.
- 6.5. The Seller's entitlement to payment of any contractual penalty or its payment shall be without prejudice to an entitlement of the Seller, if any, to full damages or to other payments envisaged by the contract concluded with the Buyer and/or by these GTC.

7. Contract termination

- 7.1. If the Buyer materially breaches its obligations under these GTC, under the Master Contract concluded by and between the Parties, if applicable, or under any Individual Purchase Contract concluded by and between the Parties, the Seller shall be entitled to withdraw, at its option, from any Individual Purchase Contract or from all of them. A material breach of the obligations includes:
- (i) delay in payment of the purchase price by the Buyer for more than 10 days;
 - (ii) breach of the notification obligation under Article 10, subsection 10.1 and/or subsection 10.2 hereof;
 - (iii) breach of the confidentiality obligation or any of the related obligations under Article 8 hereof.
- 7.2. Other grounds for withdrawal of the Seller from any or all of the Partial Purchase Contracts include:
- (i) initiation of insolvency proceedings with the Buyer at the Buyer's request;
 - (ii) declaration of bankruptcy in respect of the Buyer;
 - (iii) repeated breach of the Buyer's obligations when taking over the Goods.



8. Confidentiality

- 8.1. The Buyer agrees not to disclose confidential information to any third party without Raylyst's prior written consent, nor to use it itself, nor to allow its use contrary to its purpose and the Seller's interests, and to take such technical, organisational and other measures as are necessary to prevent unauthorised use or disclosure of confidential information. Without Raylyst's prior written consent, confidential information may only be disclosed where such disclosure is required by generally binding legislation or by a competent public authority, or where the confidential information is already in the public domain for a reason other than a breach of this confidentiality obligation. Without Raylyst's prior written consent, confidential information may also be disclosed (i) to a third party who is controlled by the Party or is the controlling person of the Party or is controlled by the same person as controls the Party; (ii) the statutory and other bodies, managers and employees of the Party; and (iii) professional; advisors to the Party, provided that the Buyer makes sure that each person as such shall protect and handle the confidential information on the same terms and conditions as set forth in these GTC. If the Buyer experiences any leakage or threatened leakage of confidential information, the Buyer shall promptly notify Raylyst and take all available measures to prevent or mitigate the adverse consequences of such leakage or threatened leakage of confidential information to Raylyst. If the Buyer breaches any obligation under this provision, it shall be obliged to compensate for the damage and give the other Party the benefit it has received as a result.
- 8.2. The Buyer undertakes to allow Raylyst to check the organisational and technical measures for the protection of confidential information at any time at request, including at the premises of the Buyer or its contractual partners, and to provide Raylyst with all necessary cooperation and written documents for this purpose.
- 8.3. The confidentiality obligation under this provision shall survive the termination of the business cooperation between the Parties.
- 8.4. Without prejudice to the foregoing, confidential information is also considered by the Parties to be a trade secret of Raylyst within the meaning of Section 504 of the Civil Code and as such the Buyer agrees to protect it.

9. Provisions on the form

- 9.1. Unless otherwise expressly agreed in writing between the Parties, the Parties have determined a written form for their contractual relationship; it shall apply that any and all amendments to the master terms and conditions of their contractual

relationships, i.e., to Master Purchase Contract, these GTC and other terms and conditions that shall apply to their cooperation in multiple cases, require the form of a document signed by authorised representatives of the Parties. As regards negotiations and conclusion of Individual Purchase Contracts, it shall apply that communication via e-mail, WhatsApp, phone or other similar means of communication that the Parties inform each other of shall also be considered written form.

- 9.2. The Seller may set up for the Buyer access to a communication platform in the form of the so-called client zone with access via the Seller's website, where the Buyer registers. In such an event, Individual Purchase Contracts may also be concluded via the client zone, and these GTC shall also apply to contracts concluded in that manner. The Buyer understands and acknowledges that any legal act performed in the client zone under its access data is legally binding on the Buyer, and it undertakes to protect its access data and immediately inform the Seller should the data be misused.

10. Miscellaneous provisions

- 10.1. The Buyer is obliged to inform the Seller immediately of any economic, social, legal or commercial changes on its part that are supposed to or might affect its ability to perform its obligations hereunder. In any case the Buyer undertakes to notify the Seller of any change in its ownership structure relating to an ownership interest in the Buyer of at least 25%, or any other change which results in a change in the effective control of the Buyer, of any conversion or relocation of its registered office outside the territory of the state in which the Buyer is domiciled as of the date of this Contract, at least 3 months before such change becomes effective.
- 10.2. The Buyer undertakes to inform the Seller immediately of any significant changes in its economic situation that lead or might lead to a deterioration in its payment morale, a significant reduction in its business activity, or other extraordinary measures.
- 10.3. The Buyer understands and acknowledges that the Seller shall be entitled to assign any Purchase Contract and/or its receivables from the Buyer to any third party at the Seller's option, even in bulk, i.e., multiple contracts, or any contracts or receivables concluded with the Buyer within the business cooperation of the Parties. In the event of such assignment, the Seller shall inform the Buyer of this fact in writing.
- 10.4. The Buyer is not entitled to set off any of its claims against the Seller against the Seller's receivables from it, nor to assign its rights under (a) purchase contract(s)



concluded with the Seller onto a third party without the Seller's prior consent. The Seller shall be entitled to set off any of its claims against the Buyer's claims, even those that may be considered uncertain or unclear within the meaning of Section 1885 of the Civil Code.

10.5. All legal relationships of the Parties shall be governed by Czech law. Business practices, whether maintained generally or in the relevant industry, shall not be taken into account.

10.6. It shall apply to all contractual relationships between the Parties that the application of the following provisions of the CC is hereby excluded: Sections 557, 558, 1740, subsection 3, 1751, subsection 2, 1805, in relation to the performance by the Seller Sections 1916, subsection 1, 1934 (second sentence), 1936, 1949 (third sentence), 1950, 1951, 1952, subsection 2, 1971 (thus, the creditor is also entitled to compensation for damage otherwise covered by late interest), 1976 through 1979 and 2001 through 2005 (to the scope to which they are in breach of the provisions of the GTC and/or the Master Purchase Contract, if concluded), 2093, 2105, 2108, in Section 2110 the application of the exception under items (b) and (d) is hereby excluded, in Section 2112, subsection 1 the period of time is shortened to 7 days, and Section 2119 of the Civil Code.

The Seller also assumes liability for a change in the circumstances within the meaning of Section 1765 of the Civil Code. The Seller shall not be held liable for any failure to conclude an Individual Purchase Contract for any reason; the application of the provisions of Section 1729 is hereby excluded in this sense. The Parties agree on a limitation period of 10 years for the Seller's claims, deviating from the provisions of Section 629, subsection 1 of the Civil Code.

10.7. Any and all disputes arising between the Parties that cannot be settled through amicable negotiations of the Parties shall be finally decided at the Arbitration Court at the Chamber of Commerce of the Czech Republic and the Agrarian Chamber of the Czech Republic according to its Rules by three arbitrators in Czech language.

10.8. These GTC come into force and effect on 8 August 2023.

In Prague on 8 August 2023
Raylyst Solar s.r.o.

