

TESCAN'S GENERAL PURCHASE CONDITIONS

(the "Conditions")

The Conditions' overview

These Conditions shall apply to the conclusion of all agreements between TESCOAN as the buyer, and its suppliers as the sellers or providers of services. These Conditions may be further supplemented by other requirements stated within TESCOAN's orders or tender information. For supply of any products or services TESCOAN requires its suppliers to comply with these Conditions.

1. DEFINITIONS; INTERPRETATION

1.1 Without prejudice to other terms defined elsewhere in these Conditions, unless the context otherwise requires, the following words and expressions used herein and written with an initial capital letter shall have the following meaning:

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

"**Conditions**" shall mean these TESCOAN's General Purchase Conditions.

"**Force Majeure**" refers to events outside the reasonable control of the affected Party that could not have been predicted when the Sub-agreement was signed, which directly prevent that Party from fulfilling its contractual obligations.

"**Product**" shall mean any subject of performance which the Supplier shall deliver to TESCOAN on the basis of the Agreement and/or the Sub-agreement, including all components and accessories thereof. Should the Parties conclude a Framework Purchase Agreement the term Product and Equipment shall have the same meaning for the purposes of these Conditions.

"**TESCAN Group**" includes (i) any company directly or indirectly controlled by TESCOAN, (ii) any company directly or indirectly controlling TESCOAN and (iii) any company directly or indirectly controlled by a company directly or indirectly controlling TESCOAN

"**TESCAN Property**" shall mean any property, material and immaterial objects, models, patterns, materials, drawings, tools, devices, intellectual property rights etc., owned by TESCOAN, which TESCOAN

provides to the Supplier in relation to Product manufacturing and supply under the Agreement and/or Sub-agreement.

"**TESCAN**" shall mean TESCOAN GROUP, a.s., with registered office at Libušina třída 863/21, Kohoutovice, 623 00 Brno, the Czech Republic, ID No.: 177 74 713, registered in the Commercial Register maintained by the Regional Court in Brno, Section B, Insert 8821

"**VAT Act**" shall mean act No. 235/2004 Sb., on value added tax, as amended.

2. SUBJECT MATTER; GENERAL PROVISIONS

2.1 These Conditions shall apply to the conclusion of all Agreements between TESCOAN as the buyer, and its suppliers (the "**Supplier**"), are an integral part of each Agreement (incl. framework purchase agreements and sub-agreements concluded thereunder, agreements resulting from any orders placed by TESCOAN and agreements resulting from any offers made by the Supplier) (the "**Agreement**").

2.2 The Supplier may supplement or deviate from these Conditions only on condition that such changes are expressly approved in writing by TESCOAN; application of any terms and conditions of the Supplier to the Agreement is expressly excluded.

3. ORDERING OF THE PRODUCTS

3.1 Deliveries of the Products shall be made by means of sub-agreements (the "**Sub-agreement**"), which are generally concluded on the basis of orders placed by TESCOAN with the Supplier *via* e-mail or in writing (the "**Order**").

3.2 Orders shall only then be binding if they have been placed by TESCOAN and accepted in writing by the Supplier or if the Orders are not refused by the Supplier within ten working days as of the placement, whereby the Sub-agreement is concluded. Confirmation of the Order containing addendums, objections, limitations or other changes, is considered as a rejection of the Order and is considered to be a new proposal by the Supplier for entering into the Sub-agreement.

3.3 The assignment of or the intention to assign rights and obligations arising from the Sub-agreement by the Supplier to sub-supplier/third parties shall only be permitted after the prior written consent of TESCOAN.

3.4 The Supplier is obliged to supply the Product in accordance with the Order and these Conditions.

4. PURCHASE PRICE; PAYMENT TERMS

4.1 The purchase price indicated in the Orders shall be binding. In the absence of a deviating agreement in writing, the purchase price includes all expenses related to the Products.

4.2 Quotations shall be given by the Supplier free of charge. Cost estimates shall be binding and shall not be remunerated, unless otherwise expressly agreed by the Parties.

4.3 The Supplier is entitled to send TESCAN invoices in an electronic form by email.

4.4 Unless specifically agreed otherwise in the Agreement or the Sub-agreement, each invoice is due and payable within sixty (60) days of the date of its delivery to TESCAN. If the due date is a day which is not a business day, the due date is shifted to the immediately following business day.

4.5 Following the receipt of the invoice, TESCAN has ten (10) business days to assess whether the invoice was issued properly and whether or not it complies with any and all particulars of an invoice pursuant to the Agreement and applicable laws and to return the invoice, even repeatedly, to the Supplier if it is not issued properly or if it does not comply with any and all particulars of an invoice. If such an invoice is returned, the due period and the period for assessing the presence of any irregularities in the invoice is suspended, and both periods re-commence after a corrected invoice is delivered.

4.6 If TESCAN is in default with payment of the purchase price, the Supplier may claim a statutory late payment interest of the due amount.

4.7 If the Supplier is in delay with the fulfilment of any obligation arising from the Agreement or the Sub-agreement, TESCAN is entitled to suspend any other payments or of any part thereof, until the Supplier ceases to be in delay.

4.8 If, in the course of existence of the obligations constituted under the Agreement or the Sub-agreement, the Supplier is awarded the status of an unreliable payer pursuant to Section 106a of VAT Act on the basis of a decision of the tax administrator, and fails to inform TESCAN about this fact within three (3) days after such a change occurs, at the latest, TESCAN may follow

Section 109a of the VAT Act and pay the taxes on behalf of the Supplier to the tax administrator. In such a case, the value-added tax paid will be deducted from the agreed purchase price.

5. DELIVERY; SHIPPING

5.1 Unless otherwise agreed upon in the the Agreement and/or the Sub-agreement, the Products shall be delivered: DDP (INCOTERMS 2020), Libušina třída 816/1, Kohoutovice, 623 00 Brno, the Czech Republic.

5.2 When the deadline for delivery is not determined in the Agreement and/or the Sub-agreement, the Supplier shall be obliged to deliver the Products to TESCAN within a period of thirty (30) days from the Sub-agreement is concluded.

5.3 In the event of a delay in delivery, TESCAN shall be entitled to demand a contractual penalty for delay in the amount of 0.5 % of the ordered Products purchase price for the partial delay or performance affected by the delay per one (1) whole week, but not more than 5%; further statutory claims remain unaffected by payment of the contractual penalty as well as the Supplier's obligation to deliver the Products to TESCAN. Any possible claims for compensation regarding damages due to delay are unaffected by the acceptance of a late delivery. Contractual penalties are due within thirty (30) days of the day of delivering the billing of the contractual penalty to the Supplier.

5.4 Early delivery is possible only upon prior written consent of TESCAN..

5.5 TESCAN shall be entitled not to accept the Products which does not correspond to the requirements of the Agreement, Sub-agreement and/or the requirements of generally binding legal regulations.

5.6 Delivery of the Products, their hand-over and take-over shall be confirmed on a written delivery note by signature of authorised representatives of the Parties.

6. PACKAGING

6.1 All items shall be packaged, labelled marked and otherwise prepared in accordance with good commercial practices, industry and regionally applicable regulatory requirements & TESCAN's instructions, if any. An itemized packing list shall be included in each shipment & the package containing the packing list must be clearly marked as such. Each packing list shall bear

the TESCOAN's order number & an accurate description of the Products and quantities in the shipment. Products shipped in excess of TESCOAN's order may be returned at Supplier's expense. Buyer will not be responsible for any Products furnished without a written order.

7. TRANSFER OF OWNERSHIP; RISK OF LOSS

- 7.1** The ownership of the Products as well as the risk of loss shall be transferred to TESCOAN upon acceptance of the Products.

8. EXPORT-LAW PROVISIONS

- 8.1** If the Products are subject to export-law restrictions or if the export thereof is expected to require an export authorization by TESCOAN, then TESCOAN must be notified immediately in writing by the Supplier. This notification shall be especially necessary if the Products to be delivered to TESCOAN are by their very nature subject to export control. This is for example the case when an applicable Product description is recorded in relevant lists of the export-control authorities. The notification must be sent to the TESCOAN employee mentioned by name in the Order. If the Supplier does not comply with its duty to notify, TESCOAN reserves the right to withdraw from the respective Agreement and/or the Sub-agreement.

- 8.2** The Supplier shall provide free of any charge full assistance and information to TESCOAN to obtain any required export or re-export license or authorization under the applicable export laws as well as for placing the Products on the market (if applicable).

9. CERTIFICATE OF ORIGIN; SUPPLIER'S REPRESENTATIONS

- 9.1** Along with the Products, the Supplier is required to furnish TESCOAN with documents which are explicitly stated in the Agreement and/or the Sub-agreement. Unless such documents aren't explicitly defined in the Agreement and/or the Sub-agreement, the Supplier is required to transfer all documents necessary for receiving, free use of, for customs and use of the Products, and also a statement on the conformity with the Order, documents addressing the technical conditions of installation, operation and maintenance of the Products and conditions for their storage, to TESCOAN.

- 9.2** If requested to do so, the Supplier shall make available free of charge a certificate of origin for the Products.

Supplier represents and warrants that counterfeit goods (parts that are illegal copies or substitutes, misrepresented by suppliers in the supply chain) are not contained in Goods delivered to TESCOAN.

10. COMPLIANCE

- 10.1** TESCOAN must be notified immediately if the Supplier's delivery contains hazardous substances as contemplated by generally binding legal regulation. The notification must be sent to TESCOAN employee mentioned by name in the Order.

- 10.2** Any changes or modifications to the Product initiated by the Supplier shall be notified to and submitted (together with the relevant documentation) for approval to TESCOAN at least six (6) months prior to the planned date of introducing such changes or modifications to the Product. If the changes or modifications are not approved, by TESCOAN:

- (a) The Supplier shall provide TESCOAN with a suitable alternative to the Equipment, which meets the relevant Product's specifications and if approved by TESCOAN would be supplied by the Supplier under this Agreement instead of the former Product; and
- (b) TESCOAN shall be entitled to final procurement of the Product until three (3) months prior to the planned date of introducing the changes or modifications pursuant to this Clause.

- 10.3** The Supplier agrees that it has reviewed and that it shall comply with applicable provisions of the Supplier Code of Conduct of TESCOAN available at www.tescan.com

11. FORCE MAJEURE

- 11.1** Force Majeure event shall discharge the Supplier, for the duration of the interruption and the extent of its effect, from its obligations to perform the Sub-agreement. This shall not apply if the Force Majeure begin at a time when the Supplier is already defaulting.

- 11.2** The Supplier shall undertake within the scope of that which is reasonable to provide the necessary information immediately and to adapt its duties and obligations to the changed conditions in good faith.

12. WARRANTY; LIABILITY FOR DEFECTS

- 12.1** The Products must be free of any defects,

factual and legal, evident and latent, rectifiable and non-rectifiable. The Products must accurately correspond to the agreed quality, must be new, at a high technical level, and comply with requirements determined by the Agreement and/or the Sub-agreement and the generally binding legal regulations.

- 12.2 The Supplier shall provide TESCAN, as well as any other persons who gain ownership right or other right over the Products, a guarantee for the quality of the Products.
- 12.3 Unless otherwise agreed in the Agreement and/or the Sub-agreement, the Supplier shall provide a warranty regarding the Products of at least twenty-four (24) months from the date of proper delivery of the Products on the basis of the record on handover and acceptance of the Products according to Clause 5.6. hereof.
- 12.4 The Supplier shall be liable for all defects which develop in the Products during the entire warranty period, irrespective of when such defects originated. TESCAN shall be entitled to report such defects to the Supplier at any time during the warranty period.

13. PRODUCT LIABILITY; INSURANCE

- 13.1 Insofar as the Supplier is responsible for damage caused by the Products, it shall undertake to exempt TESCAN upon first demand from claims for damages by third parties inasmuch as the cause is placed in its area of control and organization and it is liable itself in its rights and duties as to third parties.
- 13.2 In this regard, the Supplier shall also be liable for any costs incurred or incurred in connection with a recall of the Products or a defect in the Products caused by the Supplier. Where possible and appropriate, TESCAN shall notify the Supplier of the extent and degree of action to be taken in connection with the recall of the Products and allow TESCAN to issue a statement.
- 13.3 The Supplier shall undertake to take out product liability insurance with an appropriate amount insured, but at least in the amount of EUR 1,000,000 per personal injury and damage to property, and to furnish proof thereof upon TESCAN's request.

14. INTELLECTUAL PROPERTY RIGHTS; THIRD-PARTY CLAIMS

- 14.1 The Supplier as licensor hereby grants to TESCAN as licensee a non-exclusive, transferable right to use the Products, limited in duration to the lifetime of the specific

Products, to the territory of the whole world, for the sole purpose of using the Products (the "License").

- 14.2 TESCAN shall be entitled to process, alter or modify the Products or any component thereof or to make a different language version of the documentation related thereto, whether alone or through a third party. TESCAN shall be entitled to grant to a third party the sub-license to use the Products or assign its right to use Products to a third party.
- 14.3 The fee for the granting of the License under this Clause 14 is a part of the purchase price of the Products. This Clause 14 applies *mutatis mutandis* to all industrial property rights under the same conditions as the copyrighted works under this Clause.
- 14.4 TESCAN reserves proprietary rights and copyright in tools, moulds, patterns, models, profiles, drawings, standard sheets, setting copies and gauges which are entrusted to the Supplier in connection with performance of the Agreement and/or the Sub-agreement. These objects as well as objects manufactured thereafter may not be passed on to third parties or used for purposes other than the contractual purposes without the express written consent of TESCAN. They must be secured against unauthorized use. Subject to further rights, TESCAN shall be able to demand recovery of possession.
- 14.5 The Supplier undertakes to carry out the deliveries in such a way as not to interfere with the intellectual and/or industrial property rights of third parties. If TESCAN is harmed in this connection or if third parties claim damages against TESCAN, the Supplier shall indemnify and hold TESCAN harmless against legal proceedings or any claims by third parties.

15. TESCAN PROPERTY

- 15.1 TESCAN Property (if provided to the Supplier) remains the property of TESCAN. TESCAN Property must be separately stored, marked and well managed by the Supplier. TESCAN Property shall only be permitted to be used for TESCAN's Orders. If TESCAN Property is materially damaged or lost, the Supplier must compensate TESCAN therefor.

16. CONFIDENTIALITY

- 16.1 The Supplier is obliged to keep secret any information it gains during the execution and performance of the Agreement and Sub-

agreements, including its content, and information disclosed to it by TESCOAN or otherwise ensuing from the performance of the Agreement and Sub-agreements or from the business activities of TESCOAN or any other TESCOAN Group company, in particular, any deliverables and any information regarding clients, suppliers, intellectual property, know-how or marketing strategies of TESCOAN or any other TESCOAN Group company (the “**Confidential Information**”).

16.2 The Supplier undertakes not to disclose the Confidential Information to a third party, except to its legal and tax advisors or sub-contractor (the “**Co-workers**”), and to adopt such measures that will prevent such Confidential Information from being made available to third parties. The provisions of the preceding sentence do not apply to Confidential Information:

- (a) that became or becomes public domain or available other than by a breach of the obligations arising from the Agreement and Sub-agreements by the Supplier or its Co-workers;
- (b) that was known to the Supplier before it was furnished by TESCOAN;
- (c) that the Supplier independently generated without having used any information provided by TESCOAN;
- (d) to the publication of which TESCOAN granted the Supplier explicit written or email consent; or
- (e) that was published on the basis of an obligation stipulated by applicable laws or on the basis of a final and unappealable court ruling or a final and unappealable decision of administrative authorities.

16.3 The Supplier may disclose the Confidential Information to its Co-workers only in the case where such Co-workers are bound, whether on the basis of an agreement or applicable laws, to keep the Confidential Information secret at least in the extent required under the Agreement and Sub-agreements. The Supplier is fully liable for any breach of this obligation by its Co-workers as if the Supplier breached the Agreement and/or Sub-agreements itself.

16.4 If the Supplier discovers that the Confidential Information has been or might be disclosed to or obtained by an unauthorized person, it undertakes to inform TESCOAN about this immediately and to take any and all steps

required to prevent or to mitigate as much as possible the occurrence of damage unless the Parties agree otherwise.

16.5 The Supplier agrees to return immediately to TESCOAN at its request any and all documents containing the Confidential Information, including all copies, or to confirm in writing or by e-mail that these documents and any copies thereof have been destroyed, unless the Parties agree otherwise.

16.6 The Supplier acknowledges and agrees that TESCOAN is entitled to provide any other TESCOAN Group company the Agreement and Sub-agreements and any data or documents, including Deliverables, that the Supplier communicates or provides to TESCOAN in connection with the performance of the Agreement and Sub-agreements.

17. TERMINATION

17.1 The Parties may terminate the Agreement and any of the Sub-agreements at any time by mutual agreement.

17.2 TESCOAN shall be entitled to withdraw from the Agreement and any of the Sub-agreements by delivering the Supplier a written notice in particular in the case of:

- (a) default by the Supplier in discharging the obligation to properly and duly deliver the Products;
- (b) default by the Supplier in discharging any of the obligations resulting from the liability for defects in the Products;
- (c) material breach of the Agreement and/or the Sub-agreement by the Supplier other than according to (a) and (b);
- (d) initiation of bankruptcy proceedings relating to the Supplier;
- (e) entry by the Supplier into liquidation proceedings; and
- (f) existence of an event of force majeure during a period longer than thirty (30) days.

17.3 The Supplier shall be entitled to withdraw from the Agreement and any of the Sub-agreements by delivering the Supplier a written notice in particular in case of:

- (a) default by TESCOAN in payment of the purchase price provided that TESCOAN fails to remedy that breach within sixty (60) days being required to do so by a written notice;

- (b) material breach of the Agreement and/or the Sub-agreement by TESCOAN other than according to (a);
- (c) initiation of bankruptcy proceedings relating to TESCOAN;
- (d) entry by TESCOAN into liquidation proceedings.

17.4 Upon withdrawal or any other manner of termination of the Agreement and/or the Sub-agreement, the following shall not cease to exist:

- (a) claims resulting from liability for defects in the Products;
- (b) agreements on trade secrets and on the obligation to maintain secrecy, confidentiality and protection of know-how;
- (c) agreements on contractual penalties and other consequences of Agreement and/or the Sub-agreement breach;
- (d) agreements on election of the relevant law and settlement of disputes.

18. GOVERNING LAW; DISPUTE RESOLUTION

18.1 These Conditions, the Agreement, the Sub-agreement and legal relationships between the Parties arising therefrom shall be governed exclusively by the laws of the Czech Republic, in particular the Civil Code. The United Nations Convention on Agreements for the International Sale of Products will not apply.

18.2 Any disputes arising out of or in connection with these Conditions, Agreement or any Sub-agreement will be settled amicably. If the Parties do not resolve any dispute by an amicable settlement within thirty (30) days of the commencement of the dispute, such dispute, including issues of validity, interpretation, implementation or cessation of rights, shall be resolved by a competent Czech court according to the registered office of TESCOAN.

19. FINAL PROVISIONS

19.1 The Supplier assumes the risk of change in circumstances.

19.2 The Agreement and any of the Sub-agreements may only be amended or terminated in writing.

19.3 If any provision of these Conditions becomes invalid or ineffective, this shall not affect the validity or effectiveness of the remaining

provisions.

19.4 The Parties hereby exclude:

- (a) the application of the provisions governing references to commercial terms and conditions in adhesion Agreements and the clauses in such Agreements contained in Sections 1799 and 1800 of the Civil Code;
- (b) the application of Sections 1740(3) and 1751(2) of the Civil Code, which provide that the Agreement shall be concluded even in the absence of full agreement of the parties' expressions of intent;
- (c) Sections 1917, 1918, 2103, 2104 and 2112 of the Civil Code.

19.5 The Supplier is obliged to notify TESCOAN in writing or by e-mail of any intended change of control at least thirty (30) Business days prior the effectiveness of the change of control.

19.6 Change of control in any Party shall have no effect on the rights and duties of the Parties under this Agreement.

19.7 Trade practices shall not prevail over any statutory provision, including provisions that are not mandatory in nature.

19.8 Any failure or omission to assert any claim or right under the Agreement and/or the Sub-agreement shall not be construed as a waiver of such claim or right unless expressly made in writing.

19.9 These Conditions shall be valid and effective from April 1st 2025 and shall cease to be effective upon the coming into force of new terms and conditions with a later date of issue (the "**New Conditions**"). TESCOAN shall be entitled to unilaterally amend or supplement the wording of these Conditions TESCOAN shall notify the Supplier of the effective date of the New Conditions and send the New Conditions to the Supplier adequately in advance of the effective date, but not less than fourteen (14) days.