

General Terms and Conditions of REGUTEC a.s.

with its registered office at No. 92, 664 66 Němčičky, Czech republic, Tax Identification No.: CZ05613345

These General Terms and Conditions (the “GTC”) shall apply to all commercial relationships between REGUTEC a.s. and its customers, unless otherwise expressly agreed in writing by the Parties in a specific case.

1. CONCLUSION OF THE CONTRACT

- 1.1. The following GTC shall apply to all contracts, deliveries, services and offers. Any deviations from these GTC shall be valid and effective only if expressly agreed in writing by the Parties in the specific case.
- 1.2. Orders are accepted via e-mail, the ERP system (Enterprise Resource Planning) or by post. An order must contain at least the identification details of the customer, a specification of the requested goods and/or services, the quantity thereof, and the requested dispatch date or the date on which the goods are to be made ready for shipment. If the customer requires the goods to be transported by sea freight, the customer shall notify us of such requirement when placing the order so that the goods may be appropriately packaged.
- 1.3. Unless otherwise agreed between the Parties in a separate agreement, and provided that the customer has received our General Offer, including the Price List, or an Offer prior to placing the order (the General Offer, including the Price List, or the Offer hereinafter collectively referred to as the “Offer”), the contract shall be concluded upon receipt of the customer’s order, with the content determined by the General Offer, these GTC, and the Price List or Offer attached thereto. In relation to the Offer, Section 1740(3) of Act No. 89/2012 Coll., the Civil Code, as amended (the “Civil Code”), i.e. the possibility of accepting an offer with additions or deviations, is expressly excluded. In the event of any inconsistency between the wording of the Offer or the General Offer and these GTC, the provisions contained in the Offer shall prevail. By submitting an order, the customer acknowledges and agrees that we shall be entitled to withdraw from the contract thus concluded, without stating any reason, however e.g. due to insufficient production or organisational capacities, within five (5) business days from the date of receipt of the order. For the avoidance of doubt, during the validity period of the General Offer, the customer shall be entitled to order the goods specified in the attached Price List or Offer. Each order shall constitute acceptance of the Offer with respect to the goods ordered, and its delivery to the seller shall result in the conclusion of the contract. Any subsequent communication between us and the customer shall serve solely organisational and informational purposes or the exercise of rights arising under the contract thus concluded and shall not affect the moment of conclusion of the contract.
- 1.4. Following receipt of the order from the customer, we shall notify the customer, either in writing by e-mail or through the ERP system (if the customer has access thereto), of the Loading Date, or we shall dispatch the goods to the customer. The customer shall be informed of the Loading Date either by means of an “Order Confirmation” document or, if the customer has access to the ERP system, by uploading the Loading Date to the ERP system. If the customer does not agree with the Loading Date specified by us, the customer shall be entitled to cancel the order. The cancellation of the order must be made in writing (by e-mail, through the ERP system or by

post) and must be delivered to us within forty-eight (48) hours from the moment the customer received the Order Confirmation or from the moment the Loading Date was uploaded to the ERP system, depending on the manner in which the customer was informed of the Loading Date. For the purposes of these GTC, the "Loading Date" shall mean either the date on which the goods are properly packaged for transportation and ready for collection by the customer at our premises or, where we arrange transportation of the goods, the date on which the goods are loaded onto the vehicle for transportation.

- 1.5. If a minimum order quantity (the "MOQ") has been agreed between the Parties and the customer orders goods in a quantity lower than the MOQ, we shall be entitled to charge a fee for non-compliance with the MOQ in the agreed amount. If the Parties have agreed on an MOQ without agreeing on the amount of the fee for non-compliance therewith, we shall be entitled to determine the amount of such fee unilaterally upon our acceptance of the order.
- 1.6. Unless expressly agreed otherwise by the Parties in writing in a specific case, the contractual price of the goods and/or services shall be determined in accordance with our Price Lists or the Offer.

2. DISPATCH/TRANSPORTATION

- 2.1. The Loading Date confirmed by us shall be binding, unless these GTC or a binding Offer provide otherwise for specific cases. Any delay in delivery not exceeding five (5) business days shall, if attributable to us, constitute a non-material breach of the contract.
- 2.2. Dispatch of the goods shall be postponed in the event of force majeure (i.e. including, without limitation, armed conflicts, epidemics or pandemics, acts of God and natural disasters) and/or other unforeseen events beyond our control (e.g. fire, production interruptions, strikes or substantial disruptions to transport routes), until such circumstances, or their consequences, cease to exist. The same shall apply where the circumstances referred to in the preceding sentence affect our suppliers or subcontractors. In material cases, we shall inform the customer without undue delay that such circumstance has occurred and, subsequently, that it has ceased. If we fail to deliver the goods on time due to such circumstances beyond our control, the customer shall not be entitled to withdraw from the contract and/or claim compensation for any damage.
- 2.3. We shall be entitled to refuse performance under an already concluded contract in the following cases:
 - a) if the customer is in default with accepting or taking delivery of a shipment or with making any payment under any contract concluded with us;
 - b) in the event of a material deterioration in the customer's financial situation, in particular if, after the conclusion of the contract, it becomes apparent that amicable settlement proceedings, insolvency proceedings and/or bankruptcy proceedings have been commenced, or in the event of payment default or suspension of payments; this shall not apply if the customer pays the full purchase price of the shipment in advance or if another form of payment security approved by us has been agreed (e.g. a bank guarantee).
- 2.4. If, following acceptance of the Offer, the customer requests any amendment to or cancellation of the order, such order may only be amended or cancelled with our consent. If such consent is

granted and unless otherwise agreed, we shall be entitled to charge the customer a handling fee of EUR 100 for each individual amendment to or cancellation of the order and, in the event of cancellation, an additional amount equal to 100% of the total price of the cancelled portion of the order that has already been manufactured.

- 2.5. If the customer requests postponement of the dispatch of the goods or if collection of the goods is delayed for reasons attributable to the customer, and the Parties do not agree otherwise, we shall be entitled to proceed in accordance with Articles 2.6 and 2.7 of these GTC.
- 2.6. Unless otherwise agreed, if the customer fails to take delivery of the goods within five (5) days from the Loading Date (where transportation is not arranged by us), or if collection of the goods is delayed for reasons attributable to the customer, we shall be entitled to:
 - a) store the goods at the customer's expense. In such case, the customer shall reimburse us for storage charges, including handling costs and the costs of protecting the goods against excessive wear or deterioration. We shall be entitled to invoice the storage charges pursuant to this Article separately, including on an ongoing basis or in instalments. Unless otherwise agreed, storage charges shall accrue for each commenced month in the amount of EUR 50 + applicable VAT per month for each pallet of goods;
 - b) issue the customer with an advance invoice for any part of the uncollected order, such invoice can be issued with a due date falling on the Loading Date. In such case, and without prejudice to our rights and obligations under paragraph a) of this Article, we shall be entitled to condition handover of the goods upon payment of the advance invoice;
 - c) suspend further production of the remaining partial deliveries or any other orders placed by the customer until the customer has paid all due obligations and/or taken delivery of the goods. All our performance deadlines shall be automatically extended by the period during which production was suspended.
- 2.7. If the customer fails to take delivery of the goods within thirty (30) days from the Loading Date, we shall be entitled to require the customer to pay a contractual penalty of up to 30% of the agreed contractual price. If the customer's delay in taking delivery of the goods exceeds three (3) months from the Loading Date, we shall be entitled to require the customer to pay an additional contractual penalty, which, together with the penalty referred to in the preceding sentence, shall amount to no more than 100% of the agreed contractual price.
- 2.8. If, following acceptance of the Offer, the total value of the order exceeds EUR 100,000 and the nature of the order permits it to be divided into partial deliveries corresponding to the ongoing production of the goods, we shall be entitled to prepare a partial loading schedule, pursuant to which the customer shall be obliged to accept such partial deliveries and in accordance with which we shall be entitled to issue invoices for payment of the purchase price of the goods relating to the respective partial deliveries. The partial loading schedule shall be prepared so that each individual partial delivery corresponds approximately to one full truckload, and the interval between individual loadings shall be at least three (3) days. For the purposes of the contractual relationship between the Parties, each such partial delivery shall be deemed a separate delivery to which these GTC and all other agreements concluded between the Parties shall apply in full (including, without limitation, with respect to payment of the purchase price, delay in performance and transfer of title to the goods).

- 2.9. Unless expressly agreed otherwise by the Parties in writing, the delivery term FCA (REGUTEC manufacturing plant, in particular Němčičky or Hrušovany u Brna, Czech Republic, as specified to the customer prior to dispatch), INCOTERMS 2020, shall apply.

3. WARRANTY

- 3.1. The customer is obliged to inspect the goods for the purpose of verifying their quality and quantity within fourteen (14) business days following receipt of the goods. If the inspection is carried out after this period, the customer loses all warranty rights relating to apparent defects (such as mould, fungi, mechanical damage, colour stains and similar defects). All defects must be notified by the customer within seven (7) business days from their discovery. Failure to notify a defect within the prescribed period shall result in forfeiture of all rights arising from defective performance.
- 3.2. We provide a warranty for new goods for a period of twenty-four (24) months from the date on which the goods are invoiced (including by way of an advance invoice in accordance with these GTC), except for so-called Client Products, as defined below, for which no warranty is provided unless the applicable technical data sheet stipulates otherwise. For the purposes of these GTC, "Client Products" shall mean products that are designated as such (e.g. in the technical data sheet) and/or products that satisfy at least one of the following conditions: (i) they are manufactured using a mould intended exclusively for a single customer, (ii) we are not permitted to sell them to other subjects, (iii) the product specification is predominantly provided by the customer, or (iv) we are not aware of the precise manner in which the product will be used and/or installed.
- 3.3. In addition to Client Products, the warranty under the preceding paragraph shall not apply to:
- a) previously used goods and second-grade or third-grade goods, provided that such goods were identified as second-grade or third-grade goods in the Offer or invoiced as such;
 - b) permissible deviations in the goods as defined by us (e.g. in the technical data sheet);
 - c) defects in the goods resulting from:
 - i. improper storage, handling, conditioning prior to installation, installation, assembly, repair of the goods by the customer or a person authorised by the customer, or use of the goods contrary to the installation instructions or technical data sheets supplied with the goods;
 - ii. excessive loading of the goods or subjecting them to excessive strain beyond their declared parameters;
 - iii. use of unsuitable subgrade or bedding material for the installation of the goods;
 - iv. ordinary use of the goods, ageing of the material, unsuitable climatic conditions and exposure to UV radiation, where such defects may consist of surface wear of the goods or changes in their colour;
 - v. inappropriate use of chemical cleaning agents;
 - vi. biological factors (e.g. mould and fungi) occurring more than fourteen (14) business days after receipt of the goods;
 - vii. mechanical damage to the goods caused by the customer or a third party.
- 3.4. Any defects and deficiencies must be notified in writing (by e-mail or by post) to the address of our registered office. A written notice of defect must contain, at a minimum, the particulars

specified in this Article 3.4. Any oral or telephone notification of a defect shall be deemed merely preliminary information and shall not constitute proper notice of defect unless subsequently confirmed in writing in accordance with the preceding sentence. Any notice of defect shall be valid only if, on the same day the notice is made, the customer provides us with digital photographs of the claimed defective goods, including an overall photograph of the location where the claimed defective goods are situated. In addition, for the notice of defect to be valid, it must contain: (i) a detailed description of the defect, (ii) the number of the delivery note under which the claimed defective goods were delivered, (iii) the location of the goods, (iv) where the goods have been installed at premises of a person other than the customer, the identification details of such person. In the event of claims arising from an alleged material defect, we shall be entitled, upon request, to receive a sample of the delivered goods (one or two items), in particular goods that have already been used by the customer, without undue delay. The nature and scope of the sample must comply with our instructions, and the sample must be delivered to our registered office at the customer's expense. In addition, we must be allowed to inspect the delivered goods at any time, including expressly at the premises of a person other than the customer where the goods have been installed, and the customer shall facilitate such inspection. If the customer breaches any of these obligations, the customer shall lose all rights arising from defective performance. If we determine that the notice of defect is justified, we shall reimburse the customer for the costs incurred in sending the samples of the delivered goods to us.

- 3.5. Regardless of the nature of the defect in the goods, we shall be entitled, at our sole discretion, to satisfy the customer's rights arising from the defect within a reasonable period by remedying the defect, delivering new (replacement) goods within a reasonable period, reducing the purchase price or refunding the purchase price. The method of handling the claim shall be determined exclusively by our company. Any further claims of the customer, including claims for reimbursement of costs associated with exercising rights arising from defective performance and/or any claims for loss of profit, are hereby excluded. Rights arising from defective performance may not be exercised if the customer remedies the alleged defects without our prior written consent or has such defects remedied by a third party.
- 3.6. We reserve the right to modify or adjust colour charts, individual colour shades and colouring compounds used in our products. Where there is a time gap between the order and delivery, colour variations cannot be excluded. Such colour variations shall not constitute a defect. The colour of our products may slightly change or fade as a result of exposure to light or other climatic and natural influences. Such changes, as well as the natural abrasion of rubber granules and other ordinary wear and tear, shall not constitute a defect.
- 3.7. If a notice of defect proves to be justified, we shall be entitled to determine the manner in which the defective goods are to be handled (including packaging and return of the goods, destruction of the goods, etc.). The customer shall comply with our instructions, duly perform them and provide us with all necessary documentation evidencing fulfilment of this obligation, as well as documentation proving the amount of the costs incurred in connection therewith. Failing this, the customer shall not be entitled to reimbursement of such costs.

4. PAYMENT TERMS

- 4.1. The price of the goods does not include VAT or any other taxes, customs duties or other charges payable in the relevant case, nor does it include the costs of packaging and transportation of the goods, unless otherwise agreed in writing in a specific case.
- 4.2. Where the goods are delivered to another Member State of the European Union or to a third country outside the European Union, and transportation of the goods is arranged by the customer or by a third party designated by the customer, the customer shall provide us with all documents and information necessary to demonstrate fulfilment of the conditions for exemption of the supply of goods from value added tax or for the application of any other relevant tax regime pursuant to the applicable legal regulations. For this purpose, the customer shall deliver to us, no later than eight (8) business days from the Loading Date of the goods, but in any event no later than the eighth (8th) day of the calendar month following the month in which the Loading Date occurred, at least the following:
- a) a duly confirmed and signed delivery note;
 - b) a Confirmation of Delivery, confirming receipt of the goods at the place of destination;
 - c) a confirmed CMR consignment note from the place of delivery;
 - d) a customs authority decision confirming export of the goods (in the case of deliveries to a third country outside the European Union);
- and any other documents or information that we may request from the customer for the purpose of fulfilling our tax obligations.
- 4.3. Where transportation of the goods is arranged by us or by a carrier designated by us, the customer shall provide reasonable cooperation and, upon request, submit any documents or information necessary for the proper fulfilment of our tax obligations relating to the customer's business case.
- 4.4. If the customer fails to provide the specified or requested documents and information properly and in due time, or if the conditions for VAT exemption are not sufficiently demonstrated, we shall be entitled to subsequently add the applicable VAT rate to the price of the goods and issue the customer with a corrective tax document or any other appropriate tax document. The customer shall pay the VAT thus invoiced within the payment period specified in the relevant tax document.
- 4.5. If the customer breaches any obligation under Article 4.2 of these GTC or fails to duly and timely provide the documents or information requested pursuant to Article 4.3 of these GTC, the customer shall pay us a contractual penalty in the amount of EUR 2,000 for each individual breach of such obligation. Payment of the contractual penalty shall be without prejudice to our right to compensation for damages, our right to payment of any additionally invoiced VAT, or any other rights arising in connection with the customer's breach of obligations under this Article.
- 4.6. If, following acceptance of the Offer within the meaning of Article 1.2 of these GTC, the prices of input materials used for the manufacture of the goods (in particular, but not limited to, granulate or polyurethane) demonstrably increase by more than 5% compared to the price of such input materials as at the date of dispatch of the Offer, we shall be entitled to unilaterally increase the price of the goods by an amount corresponding to the increase in the costs of such input materials for each relevant item of goods within the order. The price increase pursuant to

this Article shall take effect on the fourteenth (14th) day following the date on which written notice of the increase in the price of the goods is sent to the customer.

- 4.7. We shall be entitled to issue a final invoice or an advance invoice for payment of the purchase price on the date of dispatch of the goods or on the date the customer takes delivery of the goods at our premises. Unless otherwise agreed in a relevant contract or stipulated in these GTC, our invoices shall be payable in full within thirty (30) days from the date of issue, this can be adjusted if agreed in writing in a specific case. If the customer is in default, we shall be entitled to claim statutory default interest and a contractual penalty in the amount of 0.05% of the outstanding amount for each day of delay. Should we prove that the customer's default has caused us greater damage, we shall also be entitled to claim compensation for such damage.
- 4.8. If we have reasonable doubts about the customer's solvency and ability to duly and timely pay the purchase price, and provided that Article 2.8 of these GTC does not apply, we shall be entitled, following conclusion of the contract, to issue the customer with an advance invoice in an amount of up to 100% of the value of the order. The due date of such advance invoice may be shorter than the period specified in Article 4.7 of these GTC, so that the advance invoice becomes payable before the goods are scheduled for production. For the purposes of these GTC, "scheduling the goods for production" shall mean inclusion of the order in our production schedule, together with allocation of production capacities and procurement of the necessary input materials. Until such advance payment has been paid in full, we shall be entitled to postpone scheduling the goods for production, and all our performance deadlines and delivery dates shall be automatically extended by the period of the customer's delay in payment of the advance invoice.
- 4.9. When preparing shipments, the goods shall be grouped in such a manner that, having regard to the composition of the goods, the number of incomplete pallets is kept to a minimum. Unless otherwise agreed by the Parties, we shall be entitled to charge a fee of EUR 50 for each incomplete pallet.
- 4.10. Notification of a defect or exercise of any right of retention shall not release the customer from its obligation to pay for the goods.

5. TRANSFER OF OWNERSHIP

- 5.1. The customer shall acquire title to the goods upon taking delivery thereof.

6. LIABILITY FOR DAMAGES

- 6.1. We shall be liable only for damage caused by our intentional misconduct or gross negligence in the performance of our obligations. Our liability shall be limited solely to the actual damage directly caused by such breach. Accordingly, we shall not be liable for any consequential damage, damage to property, loss of profit or damage arising as a result of claims asserted against the customer by third parties. We shall not be liable for damage caused by ordinary negligence. In the event of any claim for damages asserted by the customer, we shall be entitled, at our discretion, to determine whether compensation shall be provided in kind (by repair or delivery of new goods) or in monetary form. Where we compensate the customer in monetary form, our liability shall, except in cases of damage caused by our intentional breach of obligations, be

limited to an amount not exceeding 5% of the contractual price of the relevant delivery of goods where the damage results from a non-material breach, and to an amount not exceeding 15% of the contractual price of the relevant delivery of goods where the damage results from a material breach of our obligations.

- 6.2. Any limitation or exclusion of our liability for damages shall also apply to any personal liability of our associates, workers, employees or other persons participating in the performance of our obligations.

7. WITHDRAWAL FROM THE CONTRACT

- 7.1. Either Party shall be entitled to withdraw from the contract if the other Party materially breaches its contractual obligations.
- 7.2. The following shall, in particular, constitute a material breach of the customer's contractual obligations:
- a) delay in payment of any amount due for more than thirty (30) days after its due date,
 - b) failure to accept or take delivery of the goods within thirty (30) days from the Loading Date,
 - c) suspension of payments,
 - d) commencement of insolvency proceedings and/or bankruptcy proceedings against the customer.

If we withdraw from the contract due to a material breach of the customer's contractual obligations, any exclusivity arrangements agreed with the customer shall automatically cease to have effect, and we shall be entitled to deal with the goods originally intended exclusively for the customer at our discretion, including their further sale or disposal.

- 7.3. If the contract was concluded in the manner set out in Article 1.3 of these GTC, the Parties shall also be entitled to withdraw from the contract in the manner and under the conditions specified in the Offer.

8. ADDITIONAL PROVISIONS

- 8.1. These GTC and all contracts concluded between us and the customer shall be governed by, construed and enforced in accordance with the laws of the Czech Republic. In addition to those provisions of the Civil Code that have been implicitly excluded by the different arrangements set out in these GTC, the following provisions of the Civil Code are expressly excluded: Section 557 (contra proferentem rule), Section 558(2) (commercial practices), Section 1793 (gross disparity), Sections 1799 and 1800 (clauses in adhesion contracts), and Section 1805(2) (the ultra duplum rule). The customer assumes the risk of a change in circumstances pursuant to Section 1765(2) of the Civil Code.
- 8.2. Neither Party shall be entitled to unilaterally set off any of its claims against any claims of the other Party without the prior written consent of the other Party.
- 8.3. The customer acknowledges that, within the contractual relationship, it may become acquainted with information constituting our trade secrets. All such information shall be designated by us in writing as "Confidential". The customer shall refrain from disclosing or making such

information available to third parties, except to its employees or persons in a similar position where this is organisationally necessary for the performance of the customer's obligations arising from our contractual relationship. The customer shall ensure that such persons are informed of the confidential nature of the information and are bound by confidentiality obligations at least to the same extent as the customer.

- 8.4. Any disputes arising out of or in connection with contracts concluded between us and the customer shall be finally settled by the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic in accordance with its rules by a sole arbitrator appointed by the President of the Arbitration Court. The seat of arbitration shall be Brno. The language of the proceedings shall be Czech.
- 8.5. Any amendments to or modifications of a written contract shall become part thereof only if made in writing.
- 8.6. Where a contractual penalty becomes payable pursuant to these GTC or a concluded contract, such contractual penalty shall be due within fourteen (14) days following delivery of the notice of its imposition to the customer.
- 8.7. Severability clause: Should any provision of these GTC or of a contract concluded with the customer become invalid or unenforceable, this shall not affect the validity or enforceability of the GTC or the contract as a whole.
- 8.8. These GTC are available in Czech and English versions. The Czech version shall be binding upon persons having their registered office or residence in the Czech Republic or the Slovak Republic; for all other persons, the English version of the GTC shall be binding.

Czech Republic, Němčičky, June 2026