

These General Terms and Conditions of Purchase („GTCoP“) shall apply to the purchase of materials, goods, products, components, software and services („Goods“) offered by the supplier („Supplier“). They shall apply to all demands of the Ordering Party for the submission of price calculations or other offers as well as to offers made by the Supplier and shall be an integral part of an order („Order“) submitted by the Ordering Party to the Supplier. If a contract is concluded based of which the Supplier delivers the Goods to the Ordering Party („Contract“), the GTCoP shall be an integral part of the Contract.

The prov. of section 1740, ss. 3 Civil Code which sets forth that a contract is concluded even if the manifestations of the will of the contracting parties are not in a full conformity shall not apply to the contractual relationships to which these GTCoP are related.

If some provisions of these GTCoP cannot apply, all other provisions shall not be affected therewith.

Special provisions of the Order or the Contract and any documentation which is a part of individual Orders and Contract which are contrary to the GTCoP shall take precedence over the respective provisions of the GTCoP.

The Ordering Party may object the invalidity of the Contract a/or an amendment hereto for the reason of the incompliance with the written form any time, even if the fulfilment has already been initiated.

1. Definition

For the purposes, the hereinafter used terms shall have the following definitions:

1.1 Contract

a contractual relationship between the Supplier and Customer established based on an Order and, furthermore, any other contract concluded between the Supplier and the Customer according to which the Supplier shall deliver the Subject of Delivery to the customer, regardless the fact whether it was concluded based on an Order, or not.

1.2 Ordering Party

ŠKODA MACHINE TOOL a.s., company reg.-no. 29253462 with its registered office at Tylova 1/57, Jižní Předměstí, 301 28 Pilsen, entered in the Commercial Register maintained by the Regional Court in Pilsen, section B, insert no. 1790.

1.3 Supplier

the seller within the meaning of section 2079 and subseq. of the Civil Code or the contractor within the meaning of section 2586 and subseq. of the Civil Code, or, where appropriate, any person who shall deliver, based on the Contract, the Subject of Delivery to the Ordering Party, and regardless the fact

whether it is specified in this way in the Order or in the Contract.

1.4 Civil Code

act no. 89/2012 Coll., Civil Code, as amended.

1.5 Proper Delivery

fulfilment of the Supplier's obligation to deliver the Subject of Delivery to the Ordering Party and to enable it to acquire ownership title to the Subject of Delivery. Proper Delivery shall occur at the moment of fulfilment of all conditions stated in the Order or in the Contract, specified in the GTCoP, specified by the generally binding regulations and applicable technical standards.

1.6 Contracting parties

Supplier and Ordering Party are collectively referred to as the contracting parties.

1.7 Subcontractor

Subcontractor shall be understood any third person who, based on a separate contractual relationship between it and the Supplier, delivers a part of fulfilment necessary for the Proper Delivery to the Ordering Party; the Supplier's responsibility for the Proper Delivery shall not be affected therewith in any way.

1.8 Time of Fulfilment

The time specified for the Proper Delivery of the subject of delivery

1.9 Subject of Delivery

The Goods, i.e., in particular, a thing, a part thereof, a work, a part thereof, or any right or any other fulfilment which the Supplier undertakes to deliver to the Ordering Party and to enable it to acquire ownership title to them based on an Order or Contract.

1.10 Incoterms

Delivery terms Incoterms 2010 issued by the International Chamber of Commerce in Paris in the year 2010.

1.11 Business day

Any day from Monday to Friday on which no public holidays or rest day is in the territory of the Czech Republic

2. Conclusion of the Contract:

2.1 Offers and price calculations of the Supplier submitted based on an Order are binding on the Supplier at least for the period of 60 days from the date on which they were delivered to the Ordering Party.

2.2 The Ordering Party is authorised to deliver an Order for the supply of the Subject of Delivery to the Supplier.

2.3 The Supplier is obliged to confirm the Order within 2 business days from the delivery thereof in writing and to deliver it to the Ordering Party as accepted or

- to notify the Ordering Party within this period in writing that it refuses the Order.
- 2.4 A Contract is concluded at the moment of delivery of the acceptance of the Orders without any new proposals; the GTCOP shall apply to the Contract.
- 2.5 If the Supplier does not refuse the Order in writing within the above-mentioned period, the Order shall be considered confirmed and the Contract shall be considered concluded by the expiry of this period.
- 2.6 Any alteration included in the acceptance of the Order made by the Supplier shall become a new proposal for the conclusion of the Contract. If the Ordering Party does not accept, in writing, this new proposal within a period of 14 days from the date of the demonstrable delivery thereof, it shall apply that the Ordering Party does not agree with the new proposal and the Contract is not concluded.
- 2.7 The Contract may be altered only in writing; the possibility of an alteration of the Contract made orally or by acting shall be excluded. The Ordering Party is authorised to notify the Supplier of the proposal for the alteration of the content of the Contract any time in writing, in particular, with regard to the quantity, quality, place of delivery, times of delivery, packaging, whereby the Supplier is obliged, within a period of 2 business days from the date of delivery of a written proposal for the alteration of the Contract, to reply to this new proposal as follows:
- To accept the proposal for the alteration of the Contract in writing and to deliver it to the Ordering Party;
 - To notify, in writing, objective reasons which hinder the supplier from accepting the proposal for the alteration of the Contract. In such a case, the original wording of the Contract shall remain to be binding on the parties.
- 2.8 For the case of any alteration of the Contract, the Supplier shall assume the risk of change of circumstances within the meaning of section 1765 of the Civil Code.
- 3. Price, Invoicing, Payment Terms**
- 3.1 All prices included in the Order or in the Contract result from previous negotiations between the contracting parties and are therefore specified as fixed and unchanged. They include all taxes except for the value added tax („VAT“), as well as all Supplier's costs for the packaging, documents, documentation, transportation to the place of destination, insurance etc.
- 3.2 Based on the Proper Delivery of the Subject of Delivery, the Supplier is entitled to receive payment of the price for the delivery of the Subject of Delivery and to issue a tax certificate (Invoice) through which the price shall be accounted for payment; an Invoice shall be issued in accordance with the respective legal regulations and Ordering Party's requirements.
- 3.3 Every Invoice of the Supplier must include, among others, this data:
- The number of the Ordering Party's Order
 - Stages of the fulfilment of the contract (advance payment, retention fee)
- 3.4 The maturity of Invoices shall be at least 45 days from the date of the Proper Delivery, however, always at least 30 days from the date of delivery of the Invoice to the Customer.
- 3.5 However, the Ordering Party is authorised, if the Supplier fails to fulfil requirements specified in the Order or agreed in the Contract, to retain the payment, until the moment of the Proper Fulfilment.
- 3.6 The Ordering Party is authorised to return the Invoice that does not have specified or agreed formalities for the completion or correction.
- 3.7 For the period pursuant to Article 3.5 and 3.6, the supplier shall not be entitled to claim interest of default, contractual penalties, compensation of the damage caused and other compensation, regardless the fact that such fulfilment arises from the applicable legal regulation or from the arrangements of the contracting parties.
- 3.8 The Supplier declares through the fulfilment according to the Order or through the conclusion of the Contract that there are no reasons based of which the Ordering Party becomes or shall become a guarantor pursuant to the prov. of section 109 of act no. 235/2004 Coll., on the Value Added Tax ("AoVAT") for the tax duty of the Supplier incurred due to the VAT which the Supplier accounted to the Ordering Party to the price for the subject of delivery. The Supplier declares and undertakes to submit a proper tax return for the VAT and, in case of the establishment of the duty to pay the VAT, to pay it to the locally competent tax administrator within the specified maturity. The Supplier further declares that it doesn't intend to not pay the VAT related to the Subject of Delivery, or it doesn't intend to shorten the tax, or, to extract a tax advantage, and it doesn't intend to get into the position in which it is not able to pay this tax. The Ordering Party is authorised to retain the amount of the VAT from each invoice issued by the supplier, if the Supplier fails to confirm to the Ordering Party in writing upon the delivery that the Ordering Party is not obligated to guarantee for the tax within the meaning of section 109 AoVAT, or if it is announced in the list maintained by the Financial Directorate of the CR within the meaning of the above-mentioned provision. The Ordering Party is authorised to retain, from the payment of the debt, an amount corresponding to the VAT based on the invoices received up to the date when the Supplier proves that the VAT has been fulfilled in a proper and timely manner or to use the VAT retained in this way

- as a tax security within the meaning of the prov. of section 109a AoVAT (in such a case, the Ordering Party's obligation to pay the Supplier the price including the VAT duly accounted shall be considered fulfilled after the payment of the tax security to the locally competent tax administrator.
- 3.9 The Ordering Party is authorised to require that the Supplier provides bank guarantees or similar security instruments if the Ordering Party provides the supplier with the financial fulfilment without the Proper Delivery performed by the Supplier. If the Supplier fails to provide the required security in a timely and proper manner, the Ordering Party shall be authorised to require the payment for the subject-matter of the contract only after fulfilment thereof.
- 3.10 The possibility of a unilateral set-off of any Supplier's receivable towards the Ordering Party is excluded.
- 3.11 The Supplier shall not be authorised, without prior written consent of the Ordering Party, to pledge or assign any receivable which incurred to it based on the Order or the Contract.
- 3.12 If the Supplier breaches the duty pursuant to the provision of Article 3.10 and 3.11 GTCoP, the Ordering Party is authorised to require that the Supplier pays the contractual penalties amounting to 10% of the value of the receivable set off, assigned or pledged, or, where, appropriate, of the value of the receivable in case of which the Supplier attempted to proceed the set-off, assignment or pledge contrary to its duty; the arrangements concerning the contractual penalties shall not affect the right to compensation for harm or damage caused by the breach of these contractual duties, in full.
- 3.13 The email: invoicece@skodamt.com shall exclusively served to sending invoices electronically based on a duly concluded agreement on the electronic invoicing.
- 4. Terms of Delivery, Transfer of Ownership Title, Packaging, Transportation**
- 4.1 The Supplier is obliged to deliver the Subject of Delivery to the Ordering Party in a proper and timely manner in accordance with the Order or with the Contract and the GTCoP, whereby it is obliged to fulfil requirements for the quality of the Subject of Delivery specified by the Order or Contract, GTCoP and generally binding legal regulations. The Subject of Delivery must adhere to all technical requirements, technical and safety standards for the given type of the subject of delivery, binding standards as well as recommending standards. The Subject of Delivery must be able to provide a standard performance required by the Ordering Party and fully adhere to the purpose for which it was ordered or delivered; if this purpose is not specified, then the usual purpose.
- 4.2 Unless agreed otherwise, the place of delivery shall be the registered office of the Ordering Party in the DAP parity pursuant to Incoterms, unless it arises otherwise from the Order, from the Contract or from the GTCoP.
- 4.3 The Supplier shall fulfil its obligation to deliver the Subject of Delivery through the duly and timely delivery thereof to the place of delivery, in case of a work, additionally, through a presentation of the capacity to serve to its purpose. The Subject of Delivery is duly delivered, if:
- It is delivered by the Supplier in a proper and timely manner to the place of delivery
 - Together with the Subject of Delivery, complete and perfect documents specified in the Order or in the Contract or necessary for the proper use of the Subject of Delivery (e.g. delivery note, declaration of conformity, safety sheet, operating instructions in the Czech language, or, documentation) are delivered
 - In case of the subject of delivery which it requires, an entry control is specified and subsequently performed by the Ordering Party and the Ordering Party does not refuse to accept the Subject of Delivery for the reason of deficiencies ascertained in the course of this entry control.
 - The Subject of Delivery is delivered with apparent defects, whereby the Ordering Party shall specify these defects in the take-over record and it shall explicitly declare that it takes over the Subject of Delivery in question despite these defects.
- 4.4 If the Supplier fails to fulfil its duty to duly and timely deliver the Subject of Delivery to the Ordering Party according to the Order or according to the Contract and the GTCoP, then the Ordering Party shall be entitled to receive the payment of the contractual penalties amounting to 5% of the price of the Subject of Delivery per every initiated week of default. The arrangements concerning the contractual penalties shall not affect the right to compensation for harm or damage caused through the breach of this contractual duty, in full.
- 4.5 Unless the Order or the Contract sets forth otherwise, the Supplier is obliged to deliver the Subject of Delivery on business days within the usual working hours of the Ordering Party, i.e. 6:00 a.m. – 2:00. p.m.
- 4.6 The responsibility for the quality of the packaging of the Subject of Delivery shall be borne by the Supplier. The packaging of the Subject of Delivery is to be chosen in a manner that the costs are minimized and, at the same time, these targets are followed: protection of the Subject of Delivery, ensuring of the safety, recyclability, energy saving and liquidation. The Supplier is obliged to ensure that it is proved

that any packaging used fulfils the conditions for placing on the market pursuant to act no. 477/2001 Coll., on Packaging, and that any packaging of the Supplier is designed and manufactured according to the applicable technical standards.

- 4.7 The Supplier is obliged to send the Subject of Delivery in such packaging that guarantees a sufficient protection against damage for the period of transport and during possible storing in the adequate premises of the Ordering Party.
- 4.8 The Supplier is obliged to inform the Ordering Party immediately in writing if it could be in default with the time of delivery of the Subject of Delivery.
- 4.9 Partial deliveries are possible after an agreement with the Ordering Party.
- 4.10 Ownership title to the Subject of Delivery shall pass to the Ordering Party upon the Proper Delivery thereof. Unless agreed otherwise in writing explicitly, the Supplier is not authorised to retain ownership title to the Subject of Delivery before it is paid in full. However, the Supplier is responsible for damages to the Subject of Delivery until the Ordering Party takes officially over the Subject of Delivery.

5. Control, Take-over

- 5.1 The Ordering Party considers, based on its internal procedures, whether it is necessary to perform an Entry Control for the take-over of the Subject of Delivery, within 15 business days after delivery of the Subject of Delivery.
- 5.2 Relating to the entry control, a record concerning the entry control is made out.
- 5.3 If the Subject of Delivery does not fulfil the requirements and properties specified in the Order, in the Contract or in the GTCOP, the Ordering Party is authorised to return the subject of delivery to the Supplier without the take-over thereof.
- 5.4 If the Supplier does not ensure, without undue delay after the return of the Subject of Delivery, a correction through the delivery of a substitute subject of delivery, the Ordering Party shall be authorised to withdraw from the contractual relationship established based on the Order or the Contract. Withdrawal shall not affect the Ordering Party's right to the compensation for harm and damage incurred.
- 5.5 The Subject of Delivery shall be taken over at the moment of the issuance of the record concerning the entry control. If the Ordering Party does not issue the record concerning the entry control within 15 business days, it shall be deemed that the Subject of Delivery has been taken over by expiry of this fifteen-day-period.
- 5.6 For the purposes of the take-over of a construction, the contracting parties have agreed an elimination of section 2628 Civil Code.

6. Documentation

- 6.1 The Supplier shall deliver, along with the delivery of the Subject of Delivery, all technical documents concerning the Subject of Delivery, such as operational and service manuals, handbooks for trainings, drawings, technical record sheets, safety sheets to products, factory controlling certificates, declaration of conformity and other documents. Unless agreed otherwise in the Order, the supply of software has to include, for the reason of maintenance a/or adaptability, all associated source codes and code marking of products. The technical documentation or any special instruments associated with the Orders and provided along with the Orders shall remain to be property of the Ordering Party. The documentation delivered by the Supplier along with the Subject of Delivery is a part of the fulfilment by the Supplier and if it is not contrary to the applicable legal regulation, it becomes the ownership of the Ordering Party.

7. Warranty, liability

- 7.1 The Supplier is liable that the Subject of Delivery will comply with all agreed specifications and requirements and it will be appropriate for the purpose specified by the Ordering Party, otherwise for the usual purpose, it will be free of construction defects, defects of materials or workmanship, it will satisfactorily meet the requirements for the fulfilment presumed by the Ordering Party and also all requirements of the legal regulations and standards, especially, those which concern the environmental protection, safety and employment or labour regulations.
- 7.2 The Subject of Delivery must be free of defects, actual, legal, apparent, hidden, removable as well as irremovable.
- 7.3 The Supplier shall be liable that the technical specifications in the Order are sufficient for it to be able to meet the specific needs of the Ordering Party, and acknowledges that it read through these specifications thoroughly; otherwise, it is obliged to ask the Ordering Party for the completion of the specification in writing.
- 7.4 Unless agreed in the contract otherwise, the supplier provides, for the Subject of Delivery, a warranty in the length of 36 months from the date of the Proper Delivery of the Subject of Delivery.
- 7.5 The warranty period shall not run for a period for which the Ordering Party cannot use the Subject of Delivery due to its defects for which the Supplier is liable.
- 7.6 The Subject of Delivery has defects if it fails to comply with the qualitative conditions to the scope, properties and criteria specified in the Order, in the Contract, the GTCOP and generally binding regulations and applicable technical standards.

Defects of the Subject of Delivery shall be considered also defects of the documentation (all and complete documents related to the subject of delivery) which are to be delivered by the Supplier along with the Subject of Delivery.

- 7.7 The Supplier shall be liable, for the whole period of the duration of the warranty, for all defects which come out on the Subject of Delivery within this period, regardless the fact when these defects incurred. The Ordering Party is authorised to notify the supplier of such defects any time during the warranty period. To avoid any doubts, the contracting parties explicitly exclude the application of the prov. of section 1917, section 1918, section 1921, section 2103, section 2104, section 2112, section 2618 and section 2629 of the Civil Code.
- 7.8 If it is ascertained that the Subject of Delivery has defects, the Ordering Party may, at its own discretion based on a written notification delivered to the Supplier:
- to withdraw from the Order or from the Contract
 - to accept the Subject of Delivery with the adequate discount of the price
 - to refuse the inadequate Subject of Delivery and to require the supply of the substitute Subject of Delivery
 - to perform necessary repairs of the Subject of Delivery at the Supplier's costs.
- 7.9 If the Seller fails to deliver an appropriate compensation or fails to ensure an immediate repair of the Subject of Delivery, the Ordering Party is authorised to repair the Subject of Delivery by using a third party and to subsequently claim towards the Supplier the payment of the costs associated therewith and, furthermore, also possible harm or damage which incurred from this reason.
- 7.10 If the Supplier is in default with fulfilment of its duties arising from the liability for defects, the Ordering Party shall be entitled to require that the Supplier pays the contractual penalties amounting to 0,5% of the price of the Subject of Delivery per every, even initiated day of default; the provision relating to the contractual penalties shall not affect the right to compensation for harm of damage.
- 7.11 The Supplier shall be liable for any harm or damage caused to the Ordering Party or other persons, in particular, to customers of the Ordering Party, in connection with the breach of its duties specified in the Order, in the Contract, in the GTCOP or in the applicable legal regulations.
- 7.12 The Supplier shall be liable for all direct, indirect, coincidental, special and subsequent damages or harms, including lost profit and damages or non-material harms, incurred to the Ordering Party due to default with the supply, defects of the Subject of

Delivery or other deficiencies of the Supplier's fulfilment.

- 7.13 No control, consent and take-over shall release the Supplier from the liability for defects and other misconduct when fulfilling the Ordering Party's requirements.
- 7.14 If, based on the defective supply, a complaint is issued in the Ordering Party's system, the Ordering Party is authorised to impose a fee on it with a minimum amount of CZK 1000,- per every issued complaint; the Supplier is obliged to pay this compensation for the issuance of the complaint in the system.
- 8. Intellectual Property**
- 8.1 The Supplier undertakes to maintain the secrecy relating to any information and/or data which it learned, directly or indirectly in connection with the fulfilment of the Order or the Contract and/or, which was made accessible to it for the purpose of the fulfilment of the Order or the Contract by the Ordering Party and this information and/or data shall not be disclosed or made available to a third party in any way without prior written consent of the Ordering Party. The Supplier undertakes, in particular, that any information and/or data which it learned, directly or indirectly in connection with the fulfilment of the Order or the Contract and/or with which it was provided for the purpose of the fulfilment of the Order or the Contract by the Ordering Party or which was made available to it, shall exclusively use for the achievement of the purpose of the Order of the Contract.
- 8.2 Confidential information. Confidential information shall not be understood the information:
- which became publicly known without the Supplier caused it;
 - of which the Supplier legally disposed before the conclusion of the contract, unless such information was subject to another arrangement relating the protection of the information, concluded previously between the contracting parties, or unless it is protected by law;
 - which is resulting from the procedure during which the Supplier developed it independently and it is able to prove this fact with its records
- 8.3 In case of the breach of any of the duties specified in Art. 8 GTCOP, the Supplier is obliged to pay the Ordering Party the contractual penalties amounting to CZK 100.000,- per every individual case; the provision relating to the contractual penalties shall not affect, in any way, the Ordering Party's right to claim the compensation for harm or damage for the breach of these contractual duties, in full.

9. Governing Law, Court's Competence

9.1 Rights and duties of the contracting parties arising from these General Terms and Conditions including the contract concluded shall be governed by laws of the Czech Republic, in particular, the Civil Code. This provision shall not affect the use of the Incoterms.

9.2 The contracting parties undertake to resolve all disputes arising out from the contract preferentially by an amicable way. If any of disputes arising out from the contract is not resolved in an amicable way, such dispute shall be resolved by ordinary courts of the Czech Republic, whereby their local competence is determined by the registered office of the Ordering Party.

10. Salvatore Clause

10.1 If any provision of the GTCOP or any arrangement of the Contract is or becomes invalid, ineffective, contestable or unenforceable, this shall not affect the validity and enforceability of other arrangements, if this provision or arrangement is severable from the GTCOP or the Contract as a whole. The contracting parties undertake to replace such invalid, contestable or unenforceable provision or arrangement with a new arrangement which will as close as possible, with its content and effect, to the content and purpose of the invalid, ineffective, contestable or unenforceable provision or arrangement.

11. Vis majeure

11.1 Vis majeure shall be understood any unforeseeable exceptional situation or an event beyond the control of the contracting parties that hinder any of the contracting parties from fulfilling its obligations arising from the contract, it was not caused by acting of the respective contracting party and it is obvious that it cannot be overcome even with making all reasonably required efforts of the respective contracting party.

11.2 The contracting party affected by a vis majeure event shall immediately notify the other contracting party by a registered mail or in an appropriate manner and it shall state the nature of the respective event, the presumable length of the duration and presumed consequences.

11.3 Neither of the contracting parties shall be liable for the breach of its duties arising from the contract, if a vis majeure event hinders them from fulfilling. The contracting parties shall make all possible efforts to minimize any damage caused by a vis majeure event.

12. Termination of the Contractual Relationship

12.1 Regardless the other provisions of the GTCOP or the Contract, the Ordering Party is authorised to withdraw from the Order or from the Contract, in particular, in the case:

- a) of Supplier's default with the fulfilment of a duty to deliver the Subject of Delivery in a proper and timely manner.

- b) of Supplier's default with the fulfilment of any of the duties arising from the liability for defects of the Subject of Delivery;
- c) of opening of the insolvency proceedings in relation to the Supplier
- d) there is a final court's decision on the bankruptcy of the Supplier
- e) of the existence of vis majeure for a period longer than 3 months

12.2 The contract shall cease to exist by the withdrawal from the contract. However, the following claims and provisions shall not cease to exist by the withdrawal or by the termination of the contract in any other way:

- a) Claims for compensation for harm or damage;
- b) Claims arising from the liability for defects of the Subject of the Work
- c) Claims for payment of contractual penalties
- d) Provisions or arrangements relating to the secrecy and confidentiality
- e) Provisions or arrangements relating to the choice of law and dispute resolution
- f) Provisions or arrangements relating to the trade secret.

12.3 In case of withdrawal from the contract, the contracting parties shall be mutually settled, in a manner and within an appropriate period specified by the Ordering Party. For this purpose, the Ordering Party shall notify, in writing and within a period of 30 days from the moment of the withdrawal from the contract, the Supplier of the method of settlement, in which, in particular:

- a) it specifies the claim
- b) it determines an appropriate period for the fulfilment of mutual claims
- c) it determines whether the Subject of Delivery to which it already acquired ownership title, based on the contract, shall be returned to the Supplier or whether it remains to be owned by the Ordering Party. If the Subject of Delivery remains to be owned by the Ordering Party, the Supplier shall be entitled to financial compensation for this Subject of Delivery specified by an agreement of the contracting parties. However, up to the maximum agreed price of the Subject of Delivery.

12.4 The Ordering Party is further authorised to withdraw from the contract before the delivery of the Subject of Delivery if the contractual relationship between the Ordering Party and its final customer is terminated or without stating any reason. However, in such case the Ordering Party is obliged to pay the Supplier the purposely expended costs within the fulfilment of the contract. The amount of these costs shall be depending on the amount of these costs specified by

the main contract with the final customer of the Ordering Party.

- 12.5 In case of the withdrawal from the contract for a reason on the Supplier's part, the Ordering Party shall be entitled to receive the payment and the Supplier is obliged to reimburse it for all costs, harms and damages which incurred to it due to this withdrawal, even above the scope of any contractual penalties.
- 12.6 The withdrawal from the contract must be in writing and must be delivered to the other contracting party.
- 12.7 In case of any doubts, it shall be deemed that the withdrawal was delivered to the other contracting party on the third day after it was provably sent by the withdrawing party.

13. Other Arrangements

- 13.1 If the Supplier ensures the fulfilment of the Subject of Delivery in the Ordering Party's premises or at a place determined by the Ordering Party, it is obliged, for this purpose, to move only in these premises or handling areas defined to it by the Ordering Party and to comply with all regulations relating to the safety and health protection at work, in particular, regulations governing the rules of behaving in the Ordering Party's premises.
- 13.2 The Supplier undertakes to conclude and maintain all insurances that will cover its liability from the Order, the Contract and the GTCOP in force.
- 13.3 The Supplier declares that it is fully authorised and professionally qualified to deliver the Subject of Delivery. All activities necessary for the realization of the contract shall be carried out by the supplier through its own capacities. If it is useful or unavoidable, the supplier is authorised to fulfil its obligation partially by using a third party who is professionally qualified (subcontractor). The Supplier acknowledges that even in the case of a partial realization of the contract through a third party, it shall be fully liable towards the Ordering Party as it would perform the whole contract itself.
- 13.4 The Supplier shall not be authorised to assign the Contract as a whole and individual rights arising from the Contract and any receivables towards the Ordering Party without prior written consent of the Ordering Party.
- 13.5 The contracting parties have agreed that, within prevention of any acting which would be contrary to the principles of morality, they will not require and offer any advantages, bonuses, gifts, hospitalities, payment of expenses, whether directly or indirectly, to a person or from a person who is an employee or a member of the statutory body of the natural or legal person in the private or public sector (including a person who decides, in any office, on behalf of the seller, or it works for it) for the purpose of the receipt, retaining or influencing of a business or

provision of any other advantage within the public procurement proceedings or conclusion and realization of the subject of delivery.

- 13.6 The Ordering Party reserves the right to withdraw from this contract, if it finds that the Supplier, during the realization of the contract, directly or through its representative, acted contrary to the previous subparagraph and it didn't take a satisfactory measure for corrections in time.
- 13.7 The Supplier assumes the risk of the change of the circumstances within the meaning of section 1765 of the Civil Code.
- 13.8 The provision of section 1799 and section 1800 of the Civil Code shall not apply to the obligations to which the GTCOP are related.