

Mauting General and Delivery Terms and Conditions

update 2026

Article 1

Definitions

- (1) The Supplier shall mean MAUTING s. r. o., regardless of acting as the Contractor or Seller.
- (2) The Customer shall mean a person who has expressed an interest in concluding a contract with the Supplier.
- (3) The Buyer shall mean a person who has concluded a contract with the Supplier which is subject to these Terms and Conditions, regardless of acting as the Client or Purchaser.
- (4) The Contract shall mean either an agreement concluded in accordance with the procedure specified in Art. 4 (2) or an agreement concluded in accordance with the applicable statutory rules following any other applicable procedure (hereinafter only as the “Contract”).

Article 2

- (1) The MAUTING General and Delivery Terms and Conditions (hereinafter only as the “Terms and Conditions”) regulate the framework terms and conditions for the delivery and possible assembly of MAUTING products, or possibly for the separate provision of MAUTING services.
- (2) The Terms and Conditions shall apply regardless of the fact whether the Contract is deemed as the purchase agreement, contract for work, or any other contract type in accordance with the governing law.

Article 3

Binding Effect of the General Terms and Conditions

The Supplier hereby declares that Contracts may only be concluded on the basis of the Terms and Conditions. Any change, amendment or reservations to them shall require the Supplier’s explicit consent.

Article 4

Concluding Contracts

- (1) Following the Customer’s requirements communicated in writing or orally, the Supplier shall produce a draft Contract using the Contract form (hereinafter only as the “Form”) which is to be sent to the Customer.
- (2) The Contract shall be concluded at the moment once the Form unconditionally certified by the Customer has been served onto the Supplier.

Article 5

Reservations, Objections, and Amendments

- (1) In the event that prior to signing or at the time of signing the Form, the Customer adds any reservations to its content, it shall be deemed as a counteroffer which requires the Supplier’s unconditional consent.
- (2) In the event that the situation specified in para. 1 occurs, the Supplier shall typically issue a new Form using the modified information and the Parties shall proceed in accordance with Art. 4.

Article 6

Fundamental Duties

- (1) In accordance with the Contract, the Supplier shall:
 - a) Deliver the goods to the Buyer and transfer the ownership title onto the Buyer and/or
 - b) Perform the agreed assembly for the Buyer or perform any other service agreed in the Contract.
- (2) The Supplier shall fulfil its obligations within the time limits specified in the Contract. The time limit for the performance may only be exceeded for the reasons concerning the nature of the Supplier’s operation and which were not foreseen at the time of concluding the Contract, whereas in the event of exceeding the time limit, the Buyer may, starting from the 11th day of default, claim the contractual penalty in the amount of 0.05% of the price of goods for every commenced day of default. This provision shall not apply if the delivery term has been exceeded for the reasons excluding the liability (in particular, the force majeure in accordance with Art. 27 (3)).
- (3) The Supplier shall immediately notify the Buyer about exceeding the performance terms for the reasons specified in para. 2 hereof.
- (4) In return for the performance under para. 1, the Buyer shall pay the price specified in the Contract.
- (5) The ownership title to the subject matter of the Contract shall not be transferred onto the Buyer until the payment of the entire price.

- (6) The Buyer shall collect the goods within the term stipulated by the Contract. In the event that the Buyer fails to collect the goods, the Supplier may claim the compensation for the storage in the amount of 0.25% of the total price (excl. VAT) for every commenced day when the goods remain with the Seller. This compensation is intended to motivate the Buyer to collect the goods so as not to occupy space capacities with the Supplier.
- (7) In the event that the situation referred to in para. 6 occurs, the warranty period shall commence on the day when the Buyer could collect the goods for the first time.

Article 7

Product Quality

- (1) The Supplier hereby declares that the goods and services supplied by the Supplier are provided in accordance with the applicable legal regulations at its place of business.
- (2) Any minor defects which do not prevent normal use of the subject matter of the Contract (in particular surface damage) shall not be deemed as defects or grounds for withdrawal from the Contract, and the Buyer may not refuse to accept the goods for this reason.

Article 8

Documents Accompanying the Goods and Goods Packaging

- (1) The Supplier shall supply the following documents together with the goods:
 - (a) A packing list, if specifically requested by the Buyer;
 - (b) A declaration of conformity or quality certificate issued by the Supplier, if required by the Buyer, generally binding legal regulations or public authorities;
 - (c) Operating instructions, unless the Parties agree otherwise;
 - (d) Instructions for operating the regulator, if the regulator is part of the goods.
- (2) A copy of the invoice shall be sent to the Buyer after dispatch of the goods, unless otherwise required by generally binding legal regulations and unless the Parties agree otherwise.
- (3) The Supplier shall hand over or attach any further documents to the goods on the basis of an agreement with the Buyer.
- (4) The Supplier shall pack the goods so as to protect them against damage and destruction during transport. If the goods are to be transhipped or if a specific transport type is required, the Supplier shall pack the goods for this purpose following an agreement with the Buyer.
- (5) The Supplier shall indicate the following information on the outer packaging of each individually packaged item:
 - (a) Serial number and name of the device;
 - (b) Order number;
 - (c) Contract number or Buyer's order number, if requested by the Buyer;
 - (d) Information about the Buyer, if requested by the Buyer;
 - (e) The number of each piece;
 - (f) Any other information requested by the Buyer, generally binding legal regulations or public authorities.

Article 9

Goods Packaging and Handling the Packaging

The packaging is part of the goods. The Buyer shall handle the packaging as waste in accordance with the generally binding legal regulations.

Article 10

Liability for Defects of the Supplied Equipment (Goods)

- (1) The Supplier shall be liable for defects in goods in accordance with the General Terms and Conditions.
- (2) The Buyer shall ensure that the goods are used by a properly trained person so that the goods are used in accordance with the conditions set out in the Contract, the General Terms and Conditions, or the operating instructions.
- (3) The liability for the defects in assembly is regulated separately by the General Terms and Conditions.

Article 11

Inspection of Goods upon Receipt and Notification of Defects

- (1) Upon receipt of the goods, the Buyer shall inspect them without undue delay after they have been delivered or otherwise handed over by the Supplier. The Parties may agree on another term individually.
- (2) The Buyer shall notify the Supplier of any defects within 3 days once they have been established or have been supposed to be established in accordance with para. 1. The notification will typically indicate the identification of the supplied goods with the serial number or the Contract number, as well as the description and scope of the

defect. The Supplier may request the photographic documentation demonstrating the nature and scope of the defects provided that the photographic documentation may be obtained with regard to the nature of the defect.

Article 12

Quality Guarantee

The Supplier shall guarantee that the goods will be fit for purpose for a period of 12 months from the date of commissioning, yet no longer than 14 months from the date of delivery of the equipment. All this applies provided that the goods have been properly stored by the Customer / Buyer.

Article 13

Claims for Defects in Goods

- (1) In the event that the Goods have defects (Art. 11 and 12), the Buyer may claim the following:
 - a) Replacement of the defective part with a new one;
 - b) Repair of the defective part;
 - c) Any other agreed method of remedying the defect, unless points (a) or (b) apply.
- (2) Instead of the claim under para. 1, the Buyer may claim a discount of up to the price of the damaged, missing or defective part, yet not exceeding 5% of the total price of the corresponding equipment (excl. VAT).
- (3) The costs associated with exercising the defects claims shall be borne by the Supplier.
- (4) It is not assumed that the Buyer may incur damage exceeding than the value of the goods delivered.
- (5) In the event that the defect consists in the material, component or procedure supplied by a third party, the terms of liability for them shall be governed by the rules set out in the Contract and the General Terms and Conditions. However, contrary to the previous sentence, the Supplier may refer to the terms and conditions of liability applicable between the Supplier and the third party, in particular as regards territorial restrictions or any other conditions.
- (6) If the defect consists in the material, component or procedure requested by the Buyer, even though the Supplier notified the Buyer of its unsuitability, the Supplier shall bear no liability for defects arising from the use of any such material, component, or procedure.
- (7) The Supplier shall be not be liable for defects in the event that the defect arises once the risk of damage to the goods has been transferred owing to external events not attributable to the Supplier; in addition, the liability for defects shall not apply in cases when the defect occurs as a result of improper handling or storage of the equipment in violation of the operating instructions.
- (8) In the event that the defect consists in the material, component or procedure supplied by a third party, the terms of liability for them shall be governed by the rules set out in the Contract and the General Terms and Conditions. However, contrary to the previous sentence, the Supplier may refer to the terms and conditions of liability applicable between the Supplier and the third party, in particular as regards territorial restrictions or any other conditions.
- (9) If the goods do not have the operational or any other characteristics or manifestations expected by the Buyer (hereinafter only as the “Subjective Expectations”), these shall not be deemed as defects of the goods. The first sentence shall not apply if the Subjective Expectations were expressly agreed as a parameter of the goods.
- (10) If the subject matter of the complaint includes a component which requires diagnostics performed by the manufacturer or a person designated by the manufacturer, the Buyer shall send any such component to the place and person designated by the Supplier. The Buyer shall also pack the component in such a manner that it is protected against damage and deterioration during transport. The Supplier may request the Buyer to pay the fee for diagnostics pursuant to the first sentence and transport pursuant to the second sentence.
- (11) If the terms and conditions under paragraph 10 are not complied with, the Supplier may treat the complaint as unjustified.
- (12) In the event of a justified complaint about a component pursuant to paragraph 10, the Supplier shall pay all costs incurred by the Buyer, and the Buyer is also entitled to demand interest on any such amount at the rate of default interest.

Article 14

Certain other Transport-Related Duties and Obligations

- (1) Regardless of the agreed delivery terms (in particular, the Incoterms parity, if agreed) and regardless of the mode of liability for defects, the Buyer undertakes as follows:
 - (a) Upon receipt of the goods from the carries, to properly inspect the condition (especially the integrity) and the completeness of the shipment as part of the inspection pursuant to Art. 11 hereof;
 - (b) Upon establishing any damage to the shipment, to immediately notify the carries of this fact and request the carrier to draft a record of damage to the shipment. At the same time, the Buyer shall also notify the Supplier

of damage to the shipment within 5 days upon the receipt of the shipment from the carrier and send the record drafted in accordance with letter (a).

- (2) In the event that the Buyer, either on its own or through a third party, arranges for the transport of the goods abroad outside the European Union, the Buyer shall return to the Supplier, within 30 days from the date on which the goods were delivered / handed over, the Single Administrative Document or any other document on the basis of which the goods were cleared through customs for the export. In the event of the breach of duty under the previous sentence, the Supplier may charge to the Buyer, on the basis of the invoice, the amount corresponding to the VAT for the goods to which the Single Administrative Document has not been returned. The payment of this amount shall follow the same procedures as in the payment of the price (Art. 24).

Article 15

Basic Assembly Provisions

- (1) The provisions of Ar. 16 to 20 shall apply to:
 - a) The assembly which is supplied under the Contract together with the delivery of the equipment (goods);
 - b) The assembly or any other similar service which is delivered separately under the Contract.
- (2) The provisions of Ar. 16 to 20 shall apply unless the Contract stipulates any other terms and conditions for performing the assembly.
- (3) In the event that the service agreed in the Contract does not correspond in its nature to the assembly work specified in Art. 16, the provisions of Art. 16 shall not apply.

Article 16

Equipment Assembly

- (1) Unless the Contract implies or indicates otherwise, the assembly includes the following:
 - a) Installing the equipment on the site where it is supposed to be commissioned, without connecting to the energy supply networks and other necessary media;
 - b) Commissioning the equipment including the functionality test, either with the goods and filling as specified by the Supplier or empty;
 - c) Training the Buyer in operating the equipment and training the service staff.
- (2) The costs of the activities referred to in para. 1, including travel and accommodation costs of persons carrying out the assembly on the suitable site, shall be borne by the Buyer, unless the Parties agree otherwise.
- (3) Prior to commencing the assembly, or possibly in terms in the course of the assembly so as not to jeopardise the smooth course of the assembly and its completion date, the Buyer shall ensure the following:
 - a) Access to the assembly site in the extent required by the Supplier;
 - b) A power connection for the Supplier's equipment used in the course of the assembly;
 - c) Handling space and handling means in such an extent that allows the safe installation of the equipment, avoiding any unnecessary manipulation with it;
 - d) The area where the equipment is to be installed shall comply with the Supplier's requirements (generally horizontal with an admissible tolerance communicated by the Supplier);
 - e) The supply of electricity water, compressed air (or possibly gas, steam or coolant, if required by the type of the delivered equipment) to the point of installation. The power and media connection shall comply with the specifications (input and output power, pressure, voltage, etc.), as required by the operating instructions or the specifications of the delivered equipment;
 - f) Functional cooling or steam supply pursuant to the equipment specifications;
 - g) In the case of cooling installation, steam supply and burner commissioning, the Buyer shall provide a technician who will perform the necessary tasks to connect the supplied equipment;
 - h) To have the power and media connection compliant with the legal and technical standards applicable at the assembly site;
 - i) Demolishing or cutting out the technological holes at the assembly site in accordance with the Supplier's instructions;
 - j) Subsequently covering the holes referred to in letter (h) immediately upon completing the assembly;
 - k) Internet connection to the extent necessary, if required by the type of equipment supplied;
 - l) Two or more persons capable of assisting the Buyer with handling at the installation site.
- (4) The Buyer shall perform the descent of the floor outside the assembly site in a manner corresponding to its technical and operational needs; the performance of this work shall not affect the conditions for the assembly provided by the Supplier; however, it shall be performed so as not to interfere with the smooth course of the assembly by the Supplier and smooth operation of the assembled equipment (for instance, opening the doors to the assembly area outside the floor plan area of the equipment).
- (5) The costs of the activities referred to in para. 3 and 4 shall be borne by the Buyer.

- (6) Unless otherwise agreed, the installation and testing of equipment with filling does not include the support of a food technologist.
- (7) The information necessary to comply with the duties under para. 3 shall be communicated by the Supplier to the Buyer sufficiently in advance, typically at the conclusion of the Contract.
- (8) Failure to comply with the obligation to cooperate under para. 3 and 4 shall mean that the Supplier is unable to perform. Any other rights of the Supplier under the Contract or the General Terms and Conditions shall remain unaffected.

Article 17

Performing the Assembly and its Acceptance

- (1) The Supplier shall perform the assembly flexibly in order to comply with the performance terms agreed in the Contract.
- (2) The Buyer shall provide the necessary cooperation for the purposes of performing the assembly without any undue delay, even if it is not specified in the Contract and the General Terms and Conditions. In the event that the Buyer fails to provide the necessary cooperation, the Supplier may suspend the performance of partial performance under the Contract and performance from other contracts concluded with the Buyer until the necessary cooperation is provided.
- (3) The Supplier shall invite the Buyer to accept the assembly in advance, usually by email or in any other appropriate manner.
- (4) The Buyer shall accept the assembly (the goods with the assembly) and sign the protocol under para. 5 even if the assembly contains deficiencies not preventing the normal use of the subject matter of the assembly.
- (5) The acceptance protocol shall document the handover of the assembly (the goods with the assembly) and the information specifying the subject matter of the handover. In the event that defect under para. 4 occur, these defects are to be described in the protocol, also specifying the date of their removal.
- (6) The Supplier may provide the handover protocol template.
- (7) At the Buyer's request, the Supplier shall attach a copy of the protocol referred to in para. 5 to the invoice on the basis of which the price for installation or part thereof, which is linked to the handover of the installation under the Contract, is paid.
- (8) In the event that the Buyer refuses to accept the assembly (the goods with the assembly) in spite of the fact that the terms and conditions referred to in para. 4 have been complied with, accepting the assembly (the goods with the assembly) shall take effect:
 - a) Upon the expiry of 5 business days following the service of the Supplier's invitation to accept the goods (the goods with the assembly); and/or
 - b) Once the Buyer has used the assembled goods repeatedly in a demonstrable manner.
- (9) In the event that the procedure referred to in para. 8 is applied, the Supplier will not enclose the protocol to the invoice under para. 7 but will include the reference to the provisions of para. 8.

Article 18

Assembly Site Rules

- (1) Depending on the nature of the job contract, the assembly or construction logbook shall be kept at the assembly site. The Supplier shall keep it on a regular basis. Unless prevented by the agreement of the Parties, it is possible to complete the assembly report instead of the assembly logbook; it will be completed in Czech and the Buyer shall provide any possible translations if necessary.
- (2) The Supplier may request that the records be signed by the person authorised to act on the Buyer's behalf in the necessary extent.
- (3) The Supplier shall be liable for the occupational safety of its own employees when performing the assembly work, while being also responsible for the compliance with the fire protection regulations and other duties arising from the generally binding legal regulations.
- (4) The Supplier's employees are permitted to enter only the designated premises of the Supplier.
- (5) The Supplier shall store the necessary material at the place specified by the Buyer.
- (6) In the event that the Supplier performs work with the risk of fire (e.g. welding), the Supplier shall notify the Buyer of this fact at least one day prior to performing the work; the Buyer shall ensure the relevant fire protection measure at its own expense, i.e. providing the suitable extinguishing equipment.
- (7) The Supplier shall perform the work in accordance with the project documentation approved or supplied by the Buyer if referred to in the Contract.
- (8) If requested by the Supplier, the Buyer undertakes to arrange for the storage of the material necessary to perform the Supplier's obligations in a lockable warehouse or secure it in any other manner in order to prevent its damage to due weather conditions or theft.

- (9) If requested by the Supplier, the Buyer shall provide the Supplier with a lockable room (or space in the locker room) for changing clothes, washing, and using other sanitary facilities and for the storage of work tools and instruments of the Supplier's employees or subcontractors.
- (10) While complying with the terms and conditions of the generally binding legal regulations, the Buyer may determine the catering times and terms for the Supplier's employees or subcontractors.
- (11) The Supplier shall perform the assembly of the equipment only once the Buyer has affirmed the structural readiness for the specified date, as well as providing the equipment necessary for the assembly.
- (12) In the event that the necessary cooperation is not provided at the assembly site, thus preventing the Supplier to perform the assembly either in full or in part, the Supplier may unilaterally decide:
 - a) Not to perform the assembly and to withdraw the assembly group;
 - b) To keep the assembly group on the site and wait for the necessary cooperation to be provided;
 - c) To replace the Buyer's cooperation with the Supplier's activity, either in full or in part;
 - d) To perform the assembly only in part.
- (13) In the event of the situation referred to in para. 12, the Supplier may claim the Buyer to provide the following:
 - a) The payment of the lump-sum compensation per every member and per every commenced day when the assembly could not be performed in the amount as follows:
 1. EUR 200 for international deliveries;
 2. CZK 5,000 for domestic deliveries.
 - b) The payment of the costs of material and services incurred by the Supplier under para. 12 (c) (for instance, the purchase or lease of tools and instruments).
- (14) By means of the provisions of para. 12 and 13, any other claims of the Supplier under the applicable law, the Contract and the General Terms and Conditions shall remain unaffected.
- (15) The provisions of para. 12 and 13 shall apply even if the Buyer is not the end customer for the delivered goods.

Article 19

Accommodation of the Supplier's Employees in the Course of the Assembly

- (1) In the that within the cooperation, the Buyer arranges for the accommodation for the Supplier's employees or subcontractors, it shall mean at least three-star quality accommodation in accordance with the European standard available <https://www.hotelstars.eu/for-hotels/hsu-criteria>, while maintaining the minimum criteria: not more than a twin room, flushing toilet, private bathroom with at least a shower and a washbasin, and Wi-Fi connection.
- (2) Unless the accommodation in accordance with para. 1 is provided, the Supplier may arrange for the accommodation on its own and claim the related costs against the Buyer.

Article 20

Claims of Defects of the Assembly

- (1) The Supplier shall remove all defects specified in the acceptance protocol under Art. 17 (5) within the agreed terms.
- (2) In the case of assembly defects, occurring subsequently upon handing over the assembly, or after the removal of defect under para. 1, the provisions of Art. 12 and 13 shall apply mutatis mutandis.

Article 21

Additional Change to the Scope of Delivery

- (1) If, after concluding the Contract, the Buyer requests changes that result in the delivery of goods and services in a greater or lesser scope than agreed in the Contract, any such changes may only be possible on the basis of an agreement between the Parties.
- (2) The agreement pursuant to para. 1 shall specify the scope of the changes (smaller or larger deliveries) and, depending on the situation, the impact on the price, delivery time, and any other agreed terms and conditions.
- (3) The agreement referred to in para. 1 shall be concluded either as a new Contract or as an amendment to the original Contract.
- (4) If the nature of the Buyer's change requests so requires, the Supplier may suspend performance under the Contract until an agreement is concluded in accordance with para. 1 (or until a decision is made that no agreement will be concluded).

Article 22

Custom Manufacturing

- (1) The General Terms and Conditions also apply to custom manufacturing of parts, components or any other goods produced by the Supplier based on the Buyer's order and pursuant to the Buyer's requirements.

- (2) The Supplier shall not be liable for defects, deficiencies, or the functionality of the items listed in para. 1. The fact that the item referred to in para. 1 does not have the characteristics expected by the Buyer shall not affect the obligation to pay the purchase price.

Article 23

Post-Warranty Service

The Supplier shall provide post-warranty service under regular price and time terms and conditions.

Article 24

Payment of the Price

- (1) The Buyer shall pay the agreed price within the terms and under the conditions specified in the Contract, by transfer to the Supplier's account specified in the Contract or in the invoice. Failure to pay the price or part thereof with a default of more than 30 days shall be deemed a material breach of the Contract.
- (2) The price shall be deemed paid upon crediting the full amount to the Supplier's account. Any defaults in the payment of the price arise upon the expiry of the due date and the Supplier is not obliged to perform any other action (for example the so-called default notification).
- (3) If the Buyer fails to pay the price in accordance with para. 1 and 2, the Supplier may suspend the performance of partial performance under the Contract and the performance under any other contracts concluded with the Buyer until the payment of all Buyer's outstanding debts.
- (4) The fact that the original of the invoice or any other document dispatched with the goods was lost during the transport of the goods does not entitle the Buyer to defer the payment. If the documents specified in the previous sentence have been lost, the Buyer shall notify the Supplier within 10 days upon the receipt of the goods; the Supplier shall immediately send the Buyer the account number to which the price is to be paid and the new original of the lost documents.
- (5) The Buyer shall secure the payment so that the amount corresponding to the whole agreed price is credited to the Supplier's account after deduction of any bank charges. If a lower amount is credited owing to the fact that bank charges have been deducted from it, the Supplier is entitled to demand the settlement of the difference and, in addition, a contractual penalty of one half of the non-credited difference.
- (6) If the value of the payment currency falls by more than 5% against the CZK, the Supplier may demand payment of the exchange rate difference from the Buyer. In order to assess the change in the exchange rate difference, the date of conclusion of the Contract shall be compared with the date on which the payment is credited to the Supplier's account. Exchange rate changes shall be assessed pursuant to the foreign exchange market rates published by the Czech National Bank. The claim for reimbursement of the exchange rate difference shall be payable within 14 days of service of the Supplier's request for reimbursement of the exchange rate difference.

Article 25

Default Interest

In the event of the Buyer defaulting on the payment of any monetary amount agreed between the Parties, the Supplier may claim default interest at the rate of 0.05% for each commenced day of default.

Article 26

Withdrawal from the Contract

- (1) If the Contract or the applicable law stipulates that a material breach of the Contract has occurred, the Contract may be terminated.
- (2) The withdrawal shall be made in writing and shall take effect upon service onto the other Party.

Article 27

Liability for Damage and Force Majeure

- (1) Liability for damage shall be governed by generally binding legal regulations of the applicable law.
- (2) The Parties have agreed on limiting the damages up to the price agreed in the Contract (incl. VAT).
- (3) If the performance of either Party becomes unfeasible as a result of changes the nature of which lies in political, economic, natural and operational events and changes, the Party shall not be liable for the non-performance of its contractual obligations during the period of any such obstacle unless it has caused the obstacle itself and if the obstacle could not be averted or overcome using common means (force majeure).
- (4) In particular, the force majeure referred to in para. 3 shall include transport strikes, embargoes, natural disasters, terrorist attacks, long-term power supply outages, or accidents causing traffic collapse.

- (5) Any circumstance arising only at the time when the obliged Party was in default in the performance of its obligation or arising as a result of its economic situation (insolvency) shall not be deemed as the force majeure under para. 3.
- (6) The Party prevented from fulfilling a contractual duty by an obstacle shall notify the other Party in writing within 5 days upon the occurrence of the force majeure.
- (7) The effects of the force majeure shall exclude the claim for the contractual penalty.
- (8) As long as the Supplier is the owner of the goods, the Supplier may remotely switch off the supplied equipment until the Supplier's due monetary claims against the Buyer have been paid.

Article 28

Dispute Resolution

- (1) In the event that any possible dispute cannot be settled amicably, all the disputes arising out of the relations between the Parties shall be finally resolved in the arbitration proceedings before the Arbitration Court attached to the Economic Chamber of the Czech Republic and the Agricultural Chamber of the Czech Republic, at the place of arbitration in Brno in accordance with the Rules of this Arbitration Court.
- (2) Any disputes that cannot be heard in the arbitration proceedings under para. 1 shall be heard before the court the jurisdiction of which shall be determined in accordance with the Supplier's registered office.

Article 29

Written Form, Practices and Customs

- (1) The Contract between the Parties may only be amended in writing.
- (2) The term "written form" refers to both paper documents and e-mails.
- (3) The Parties shall only be bound by any such commercial customs and practices as they expressly agree upon.

Article 30

Prohibition of Further Exports

- (1) The Buyer shall not directly or indirectly sell, export or re-export to the Russian Federation, Belarus or for use in the Russian Federation or Belarus any goods delivered under or in association with the Contract, if such goods are subject to restrictive measures (sanctions) imposed by European Union law, international law or national law.
- (2) The Buyer shall make every effort to ensure that the purpose of para. 1 is not thwarted by third parties in the downstream of the supply chain.
- (3) A breach of the obligations under para. 1 or 2 shall constitute a material breach of the Contract.
- (4) In the event of a breach of the obligations under para. 1 or 2, the Supplier shall be entitled to claim a contractual penalty against the Buyer in the amount of 30% of the price agreed in the Contract. The right to damages and any other claims under the applicable law, the Contract and the General Terms and Conditions shall remain unaffected.
- (5) The Buyer shall notify the Supplier without undue delay of any issues in applying para. 1 or 2, including any actions or measures taken by third parties which could frustrate the purpose of para. 1 or 2. The Buyer shall provide or make available to the Supplier the necessary information concerning compliance with the obligations under para. 1 or 2 within two weeks of the request for any such information.
- (6) By concluding the Contract, which includes the General Terms and Conditions, the provisions of this article shall also apply to previous contracts between the Supplier and the Buyer, effective from the date of entry into force of the restrictive measures (sanctions) pursuant to para. 1.

Article 31

Legal Regime Arrangements for Transaction with Foreign Partners

- (1) Additional rules contained in para. 2 to 4 shall apply to transactions with foreign partners of the Supplier.
- (2) The UNIDROIT Principles of International Commercial Contracts, as amended at the time of concluding the Contract, form an integral part of the contracts between the Parties.
- (3) The legal rules applicable between the Parties shall have the following precedence:
 1. The rules of the applicable law from which the Parties may not derogate (mandatory provisions);
 2. The Contract, its amendments and additions, and any other equivalent documents which have been agreed by both Parties;
 3. General Terms and Conditions;
 4. Annexes to the Contract;
 5. UNIDROIT Principles of International Commercial Contracts;
 6. Any other applicable law provisions from which the Parties may derogate by agreement.

- (4) The Parties have agreed that the Contract concluded between them and any related issues allowing for the choice of law, will be governed by the Czech law, as the law of the registered office of the Party providing characteristic performance.

Article 32

Information on Processing Personal Data

Information on processing personal data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter only as the “Regulation”) shall be provided by the Supplier on its website.

Article 33

Application of Public Law Regulations

The General Terms and Conditions shall not affect the rights and obligations of the Parties, or any of them, under public law regulations, which cannot be amended by the General Terms and Conditions.