



General Terms and Conditions of Sale and Delivery of FORMY TACHOV S.R.O.

1. Validity of Terms and Conditions

1.1 Terms, services, and offers from FT are provided exclusively on the basis of these Terms and Conditions. These shall also apply to all future business relationships, even if not expressly agreed again. At the latest upon acceptance of the goods or performance, these Terms and Conditions shall be deemed accepted. The buyer's rejection with reference to its own business and purchasing terms and conditions is hereby expressly rejected, unless an exception has been agreed in writing between the parties in advance.

1.2 Deviations from these Terms and Conditions shall apply only if confirmed in writing by FT. A change to this form of confirmation shall be effective only if confirmed in writing.

2. Conclusion of Contract

2.1 Offers from FT are open and non-binding. The contract becomes effective upon written confirmation by FT or, if this does not occur, upon notification of the start date for execution of the order.

2.2 Documents that form part of the offer, in particular drawings, dimensional data, weight, and technical performance parameters, represent only approximate values unless expressly designated as binding. FT reserves the right to make subsequent technical changes, in particular to the design and dimensions, insofar as these can reasonably be expected by the customer and are objectively justified.

3. Course of Delivery

3.1 Delivery of the goods shall take place within the period specified in the offer, unless a different delivery date has been agreed in writing.

3.2 All deadlines are subject to timely and correct collection of the goods. They begin on the date of order confirmation by FT, but not earlier than when all details of execution have been clarified, in particular the submission of documents by the customer, approvals, and payment of the agreed deposit, and shall be extended, without prejudice to any other rights, by the duration of any delay caused by the customer. Partial deliveries are possible.

3.3 FT shall not be liable for delays in the delivery of goods and services caused by force majeure or by events not caused by FT that substantially impede or prevent delivery, such as difficulties in procuring materials, operational breakdowns, strikes, riots, official measures, and other unavoidable circumstances, even where these arise from suppliers or their subcontractors, even if binding deadlines and dates have been agreed. Such events entitle FT to postpone delivery or performance for the duration of the obstacle, including a reasonable start-up period. If delivery is delayed unreasonably long as a result of such events, either party may withdraw from the contract, in whole or in part, with respect to the unfulfilled portion.

3.4 In the event of a claim for defects in the goods, the buyer is entitled to assert its rights against FT pursuant to Section 1914 et seq. of the Civil Code. This does not affect the buyer's claims for damages.

3.5 Delivery and dispatch of the goods take place at the buyer's expense and risk. Risk passes to the buyer as soon as the goods leave FT, or, in case of doubt, the place of dispatch. This also applies where FT arranges the dispatch or delivery of the goods, or where a trial run of the mold is not carried out at FT's premises at the customer's request. The foregoing also applies to subsequent deliveries or optimizations. If dispatch is delayed due to circumstances for which FT is not responsible, risk passes to the buyer at the moment notice is given that the delivery is ready for collection.

3.6 In the event of cancellation of a confirmed order, FT is entitled to assert claims for damages against the customer pursuant to Section 2894 et seq. of the Civil Code.

3.7 Orders in progress are insured by FT against natural hazards and theft.

4. Prices

4.1 All prices are quoted EXW Tachov. The price is agreed exclusive of value added tax. Change requests from the customer are invoiced separately.

4.2 If, for orders with an expected delivery period of more than 4 months from conclusion of the contract, FT's acquisition costs increase before delivery of the goods (including as a result of changes in foreign exchange rates), FT is entitled to adjust the price accordingly. Fixed prices must be expressly agreed as such in writing; even in such cases, however, this does not apply to subsequent changes in delivery quantities or deadlines requested by the customer.

5. Payment Terms

5.1 Unless otherwise agreed in writing, payment is made as follows: 1/3 upon receipt of the order confirmation, 1/3 after the first mold trial and delivery of an assessable sample, and 1/3 after approval

of the molded part and handover of the mold to the customer. The basis for payment of each installment is an invoice due within 30 days, which FT shall send to the customer without undue delay.

5.2 Payment of the purchase price means crediting of the monetary amount to FT's account.

5.3 The buyer is in default if it fails to duly and timely perform its obligation, until proper performance is rendered or until the obligation otherwise ceases to exist.

5.4 In the event of late payment, the buyer undertakes to pay FT a contractual penalty of 1% of the outstanding amount for each commenced calendar week from the due date of the invoice.

5.5 Bills of exchange or checks shall be accepted as means of payment only upon prior written agreement. If FT accepts bills of exchange or checks, it is entitled to charge back the costs thereby incurred. Such costs are payable immediately. FT assumes no liability for the timely presentation or delivery of a bill of exchange or check.

6. Warranty

6.1 FT warrants against defects in the delivery, including defects in properties that were expressly promised, subject to the following conditions
, to the exclusion of any further claims.

6.2 Complaints about defects, and cases in which the goods are delivered in a different quantity or quality than agreed, must be reported by the buyer without delay: in the case of obvious defects or deviations, immediately upon delivery of the goods to the place of destination; in the case of hidden defects, immediately upon discovery of the defect or deviation; in each case in writing, by fax, or by e-mail. Defects in the delivery must be precisely specified. Breach of this provision deprives the buyer of its warranty claims.

6.3 FT provides a warranty only for parts that, as a result of defective material, faulty design, or defective workmanship, prove unusable or substantially impaired in terms of functionality. At FT's discretion, and free of charge, such parts will be repaired to restore functionality or replaced, whichever is more economical. This warranty is valid for 12 months from acceptance, unless otherwise agreed in writing. After replacement of parts under warranty, the original replaced parts become the property of FT.

6.4 FT does not provide a warranty for parts subject to normal wear and tear. Likewise, FT is not liable for damage caused by improper operation, insufficient maintenance, or use of the delivered goods in a manner other than specified by FT. This applies in particular to plastic injection molds. FT provides a warranty for all delivered products only to the extent to which it has undertaken to do so in the contract.

6.5 When manufacturing a mold or parts according to drawings supplied by the customer, FT is liable for execution in accordance with such documentation.

7. Liability

7.1 FT is liable only for damage caused by the absence of an agreed characteristic of the delivered goods, or where FT has breached a fundamental obligation arising from the contract that would jeopardize the purpose of the contract.

7.2 In the event of a breach of fundamental contractual obligations, FT's liability is limited to the amount stated in the contract (net sales price).

7.3 FT shall not be liable for indirect damage, consequential damage, or loss of profit, unless liability has been established or unless caused by the absence of an agreed characteristic.

7.4 In all cases, liability is limited to such damage as FT could reasonably have foreseen at the conclusion of the contract, as well as to damage not caused intentionally or through gross negligence.

7.5 The exclusion or, as applicable, limitation of claims for damages against FT also applies to claims arising from unauthorized handling of the goods, as well as to claims against employees of the supplier.

8. Retention of Title

8.1 The delivered goods (retained title) remain the property of FT until all claims, including disputed ones, arising from the business relationship have been settled, regardless of their legal basis. The buyer undertakes to duly mark such retained title. Goods subject to retained title may not, without FT's written consent, be used as security or transferred for the purpose of providing security. Should the goods nevertheless be disposed of in breach of this obligation, all rights and all claims arising from such disposal shall, at that moment, pass from the buyer to FT as security.

8.2 The goods subject to retained title must be adequately insured against natural hazards and theft.



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9. Legal Reservation

FT reserves all rights to the design documentation, even in the event a patent is granted or an industrial design is registered. Without FT's prior written approval, the drawing may not be copied or made accessible to third parties. Breach of this provision shall give rise to an obligation to pay damages.

10. Place of Performance

The place of performance for the delivery of goods and services is FT's registered office.

11. Final Provisions

11.1 The buyer may transfer its rights against FT to third parties only with FT's prior written agreement.

11.2 All legal relationships between the parties to the purchase contract are governed by the law of the Czech Republic, excluding its conflict-of-law rules. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded. The competent court agreed upon for disputes between the contracting parties is the Regional Court in Pilsen.

11.3 Should any provisions or terms become partially or wholly invalid, this shall not affect the remaining provisions. Provisions that are wholly or partially invalid shall in such case be replaced by provisions under applicable law that most closely approximate the invalid part.

In Tachov, on 19 August 2026