

# GENERAL BUSINESS AND LICENSING TERMS AND CONDITIONS

of VETRA International s.r.o.

Valid from 1 June 2026

## 1. General Provisions

The following General Business and Licensing Terms and Conditions (hereinafter the "GTC") regulate in detail the content of a contractual relationship established based on a purchase contract and/or contract for work concluded between VETRA International s.r.o., business ID number: 63506670, registered office: Pod Korábem 727, 34506 Kdyně (hereinafter "VETRA"), as the seller/contractor on the first part, and a buyer/client, on the second part. All general terms and conditions of the buyer and/or client are excluded from the contractual relationship.

The contractual relations between VETRA, as the seller/contractor on the first part, and the buyer/client on the second part in accordance with these GTC are solely contractual relations between entrepreneurs (B2B). Relations between VETRA and consumers (B2C) are expressly excluded from these GTC.

The terms and conditions agreed in a contract will always prevail over the text of these GTC. Any arrangements made between the parties after the conclusion of a contract are valid only if confirmed in writing. Deliveries of goods and/or services will be made based on a purchase contract and/or a contract for work, depending on the scope of the agreed performance.

## 2. Conclusion of Contract

A purchase contract and/or contract for work is concluded at the moment the buyer/client receives written confirmation of its order by VETRA or VETRA receives written acceptance of an offer by the buyer/client. Confirmation of an order with riders or deviations is not deemed acceptance of the order, but a new offer by VETRA. These GTC are always an integral part of a contract concluded.

A purchase contract and/or contract for work may be concluded by means of physical documents or electronically by e-mail containing an unambiguous expression of the will to accept its contents, accompanied by the first name and surname of the person authorised to act.

## 3. Price

The price of goods and/or work does not include value added tax (VAT). Value added tax will be indicated on an invoice in accordance with the applicable Czech legal regulations.

## 4. Payment Terms and Conditions

The basis for payment is an invoice (tax document) issued by VETRA. The price is payable by the deadline specified in a contract. Unless otherwise specified in a contract, an invoice is payable by the due date stated on the invoice, otherwise within 30 days of the invoice issue date. The purchase price and/or price for the work is paid when an amount corresponding to the amount invoiced to the buyer/client is credited to the bank account indicated on an invoice.

If the buyer/client is in default with a financial liability or part thereof, it is obliged to pay VETRA the statutory default interest based on an invoice issued. If the performance of a financial liability of the buyer/client is agreed in instalments, all remaining instalments become due at the same time as an instalment with the payment of which the buyer/client is more than 14 days in arrears.

VETRA's duty to deliver will be suspended for the duration of the buyer/client's default on payment of the purchase price. If the buyer/client is in default with any of its financial liabilities to VETRA and fails to meet them within an additional period of time, VETRA is entitled to withdraw from the contract. Withdrawal from a contract will terminate all the contracting parties' rights and duties arising from the relevant contract.

The buyer/client is not entitled to withhold any payments due to the existence of its own claims against VETRA (e.g. claims for liability for defects or claims for damages). Only counterclaims that are undisputed or have been recognised by a court, such decision being final, may be set off against VETRA's claims.

## 5. Delivery

VETRA will hand over or send the goods to the buyer/client by the deadline set in the contract and/or confirmed order. If the delivery date is not indicated in the contract, VETRA is entitled to set the delivery/performance date itself.

The contractually stipulated delivery period starts from the date of conclusion of the contract or order confirmation.

VETRA will provide the buyer/client with the documents necessary for the acceptance and use of the goods and/or work together with the goods. Liability for damage to the goods is transferred at the moment the goods are handed over to the buyer/client.

Unless the contract provides otherwise, VETRA decides whether it will deliver the goods and/or perform the work itself or whether it will use another legal entity to do so. VETRA is also entitled to provide the subject of sale and/or performance of the work in parts.

VETRA is released from its obligation if the subject of sale and/or performance of the work becomes impossible. VETRA is released from liability for damages as a consequence of late delivery of the subject of sale and/or performance of the work, if the delay is caused by circumstances excluding liability. Such circumstances are obstacles that arose independently of VETRA's will and prevent VETRA from performing its duties, if it cannot reasonably be expected that VETRA would have averted or overcome the obstacle or its consequences and that VETRA would have foreseen the obstacle at the time the obligation arose.

If the buyer/client is in default with acceptance of the goods and/or work, VETRA will take measures appropriate to the circumstances to preserve and/or protect the work performed, but will be entitled to reimbursement of the costs necessarily or reasonably incurred in doing so. VETRA is entitled to retain the subject of sale and/or the subject of performance of the work until the buyer/client reimburses VETRA for these costs. If the buyer/client does not take delivery of the goods and/or the work even within an additional period of time provided by VETRA, VETRA is entitled to withdraw from the contract.

## 6. Retention of Title

Until the purchase price is paid in full, the goods delivered are VETRA's property. The goods delivered become the buyer's/client's property only after payment of the purchase price in full.

In the event that the buyer/client enters into liquidation or is declared insolvent before the purchase price is paid in full, VETRA has the right to withdraw from the contract and to take all actions to secure the goods still in its possession without a court hearing.

The buyer/client is obliged to accept the removal of goods not paid for, by VETRA staff or by a company authorised by VETRA. The buyer/client undertakes to

reimburse these costs to VETRA in full, together with any compensation for damage caused by it during the possession and use of the goods.

The buyer/client is obliged to enable VETRA to access goods not paid for so that they may be removed. The buyer/client may not establish a lien on the goods delivered or transfer them to a third party before taking ownership.

## 7. Liability for Defects

The buyer/client is obliged to inspect the goods and/or work properly upon acceptance. Any reservations must be stated in the handover record or communicated immediately to VETRA via e-mail sent to [info@vetrainternational.cz](mailto:info@vetrainternational.cz).

VETRA's liability for defects in the goods occurring after handover of the goods and/or work will only arise if the warranty conditions under these GTC are met. The user is obliged to take proper care of the equipment in accordance with the instructions in the operating manual.

VETRA is not liable to the buyer/client for indirect damages, including damages relating to losses in production, lost or anticipated profits.

## 8. Warranty Terms and Conditions

The goods delivered are covered by a warranty for a period of 12 (twelve) months. The warranty term starts to run on the date of handover and/or acceptance of the goods by the buyer/client. The warranty is extended by the period of time the product is under warranty repair, i.e. demonstrably out of service.

A warranty lasting 3 (three) months is provided for the work performed, the associated replacement of spare parts and separately sold parts. The warranty term starts to run from the date of the service report on the work performed by the VETRA service technician.

Goods marked as used in the contract are not covered by the warranty. Furthermore, no warranty is provided in the following cases:

- a) on wear parts that come into direct contact with the material transported and handled;
- b) any modifications or changes to the delivered goods by the buyer/client without VETRA's prior written consent;
- c) in cases where the goods are damaged by outside influences and/or natural forces.

VETRA is only liable for defects in the goods and/or work that occur during the warranty term, provided that the user complies with all the conditions set out in the operating manual. The user must report any problems with the equipment's functionality in a timely manner and immediately request servicing from VETRA.

The warranty does not apply to defects caused by the equipment's use contrary to the operating manual. Tampering with equipment in a manner not approved by VETRA will void the warranty. Late service inquiries may result in a repair not being considered under warranty.

Any complaint must be submitted without undue delay after the defect is detected, in writing to the e-mail address [info@vetrainternational.cz](mailto:info@vetrainternational.cz), together with a detailed description of the defect, how it manifests itself and with what consequences.

Costs associated with repairs of defects in the goods and/or work not covered by the aforementioned warranty terms and conditions will be charged in accordance with the standard price list.

VETRA is not liable for any direct and/or indirect damages such as loss of production, lost or anticipated profit in connection with the warranty.

## 9. Security for Obligations

In the event of a delay with the payment of the full purchase price and/or the price for the work for more than 14 days, the buyer/client undertakes to pay VETRA a contractual penalty of 10% of the price of the goods delivered and/or the work carried out.

This provision does not affect VETRA's right to compensation for damages from the buyer/client to the full extent.

## 10. Software Licensing Terms and Conditions and Intellectual Property Protection

Software supplied by VETRA as part of the goods and/or work (hereinafter the "Equipment") is subject to the licensing terms and conditions that are part of a delivery. The buyer/client is obliged to comply with all licensing terms and conditions stated in these GTC and in the documentation for the Equipment.

Any copying, distribution or modification of the software without VETRA's written permission is prohibited. In the event of a breach of these terms and conditions, VETRA may take legal action to protect its rights.

The software is provided as a license for use that is inextricably linked to the Equipment delivered (application on a tablet, program on a display, program in a control unit). The buyer/client is therefore not entitled to separate the software and use it on other Equipment or for purposes other than those for which the software was delivered.

The buyer/client may not perform any changes, modifications, decompilation, reverse engineering or any other form of modification to the software supplied with the product. Any attempts to "hack" the Equipment or software, or other unauthorised tampering are strictly prohibited.

All software, including all parts thereof, is protected by copyright and other intellectual property laws. Neither the buyer/client nor the end user acquires any rights to the software's intellectual property other than the right to use it in accordance with the license set forth in these GTC.

## 11. Refundability of Deposit

If the client orders goods or work and pays a deposit, but subsequently does not accept the goods or work, the following conditions apply to the deposit's refundability:

- a) Standard goods or work: In the case of standard goods and/or work not customised to the client's specific requirements, the deposit is refundable, but less the costs incurred by VETRA in preparing the delivery. The amount of these costs is a lump sum of 20% of the original value of the delivery.
- b) Custom production or unique components: If the order involved the production of unique components or other goods and/or work that was custom-made to the client's specifications, the deposit is non-refundable. This measure is introduced to cover costs already incurred by VETRA in connection with the production or preparation of a delivery.
- c) Withdrawal from the contract before the start of production: If the client withdraws from the contract before the start of production or preparation of unique components, the deposit may be refunded in full, but is subject to an administrative fee for processing the order. The amount of this fee is a flat rate of 20% of the delivery's original value.

The buyer/client is obliged to notify any changes or cancellations in writing to the e-mail address [info@vetrainternational.cz](mailto:info@vetrainternational.cz).

## 12. Non-payment for Delivery and Service Restrictions

VETRA reserves the following rights in the event of non-payment for a delivery of goods and/or work:

- a) The right to deactivate the Equipment. VETRA reserves the right to deactivate or restrict the functionality of Equipment remotely, if the buyer/client fails to pay for a delivery in full by the due date stated on an invoice.
- b) Restrictions on the use of related services: If the buyer/client fails to pay for new Equipment, VETRA may restrict access to the online services associated with the Equipment. This restriction may also include other Equipment and services, if such services are inextricably linked to a delivery of goods and/or work not paid for.
- c) Restriction of services for dealers: In the event that a dealer fails to pay for a delivery, VETRA may restrict all services provided to the dealer, which may include restricting services to the dealer's end customers. VETRA agrees to implement such restrictions only after prior notice to the dealer and after an unsuccessful attempt to resolve the situation amicably.

## 13. Limitation of Liability

For the purpose of commercial weighing, it is essential that scales are verified in accordance with applicable legislation before use. The Equipment user is responsible for continued compliance with the legislative and technical requirements for the Equipment.

Due to the nature of the software and the technological restrictions of the Equipment, the software cannot be guaranteed to operate 100% error-free at all times. The warranty covers only that the software generally performs according to the specifications in the Equipment documentation.

VETRA is not liable for any direct and/or indirect damage resulting from software failures that could lead to lost orders or other financial damage.

## 14. Ban on Re-export to Russia and Belarus

The buyer/client undertakes that the goods will not be directly or indirectly re-exported to the Russian Federation, the Republic of Belarus or territories controlled by them, in accordance with applicable international sanctions and legal regulations.

The buyer/client acknowledges that if it breaches the contractual obligation prohibiting re-export to Russia,

VETRA is obliged to notify the relevant public authority as soon as it becomes aware of such breach.

The buyer/client further acknowledges that a breach of this obligation constitutes a material breach of contract, which entitles VETRA to withdraw from the contract immediately. In the event of a breach of this obligation, the buyer/client is obliged to pay the seller a contractual penalty of 30% of the total value of a delivery and to compensate VETRA for any damage it incurs in connection with the breach of this obligation, including any penalties imposed by public authorities.

The buyer/client is obliged to provide VETRA with all assistance in verifying compliance with this obligation, including the provision of the relevant documentation on the end use of the goods upon request by VETRA or public authorities.

## 15. GDPR and Data Protection

VETRA processes personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR). VETRA's Privacy Policy is available at <https://www.vetrainternational.cz/zasady-ochrany-osobnich-udaju/>

## 16. Confidentiality and Protection of Technical Documentation

### 16.1 Definition of Confidential Information

For the purposes of these GTC, confidential information of VETRA is deemed to include all technical documentation handed over to the buyer/client in connection with the delivery of goods and/or performance of work, in particular assembly instructions, service manuals, operating manuals, technical drawings, wiring diagrams and other materials that are marked as "CONFIDENTIAL", bear a protective watermark or by their nature have the characteristics of a trade secret within the meaning of Section 504 of Act No. 89/2012 Coll, the Civil Code, as amended (hereinafter "Confidential Information"). The nature of Confidential Information is not affected by whether the relevant material has been expressly marked, provided that its content and the manner in which it was handed over indicate VETRA's intention to keep it confidential.

### 16.2 Purpose of Use

The buyer/client is entitled to use Confidential Information solely for the purpose of installation, commissioning, operation and service maintenance of the Equipment or work supplied. Any other use of

Confidential Information – in particular for own production, development or commercial purposes, for imitation or reverse analysis of the Equipment delivered – is prohibited without VETRA's prior written consent.

### **16.3 Prohibition of Disclosure to Third Parties**

The buyer/client is not entitled to disclose, assign, hand over, publish or otherwise provide Confidential Information to third parties without VETRA's prior written consent. The only exception is the buyer's/client's own employees and contractual partners (subcontractors, service technicians) who:

- a) need the Confidential Information to perform their work or contractual duties directly related to the installation, operation or servicing of the Equipment delivered; and
- b) are bound by a duty of confidentiality at least equivalent to that laid down in this article, either by an employment contract or by a special contractual clause.

The buyer/client is liable for the observance of the confidentiality duty by its employees and contractual partners as if a breach were committed by it.

### **16.4 Security Measures**

The buyer/client is obliged to keep the Confidential Information confidential with reasonable care appropriate to its sensitivity and value, take technical and organisational measures to prevent unauthorised access to the Confidential Information and promptly notify VETRA of any identified or reasonably suspected leakage of the Confidential Information.

### **16.5 Duration of Duty of Confidentiality**

The duties pursuant to this article continue for a period of 3 (three) years from the handover of the relevant Confidential Information to the buyer/client, irrespective of the termination or end of the contractual relationship from which the handover resulted. The expiry of this period does not relieve the buyer/client of the duty of confidentiality in relation to information that still meets the characteristics of a trade secret pursuant to Section 504 of the Civil Code on the date the three-year period expires.

### **16.6 Penalties for Breach**

In the event of a breach of any of the duties set out in this article, the buyer/client is obliged to pay VETRA a contractual penalty of EUR 50,000 (fifty thousand euros) for each individual case of breach, within 10 days of receipt of a written call from VETRA. A

contractual penalty does not affect VETRA's right to claim compensation for damages exceeding the amount of the contractual penalty, to the full extent of the applicable legal regulations. A breach of the duties pursuant to this article is considered a material breach of contract entitling VETRA to withdraw from the contract immediately.

### **16.7 Relationship to NDA**

If VETRA entered into a special non-disclosure agreement (NDA) with the buyer/client prior to the conclusion of the purchase contract and/or contract for work, the terms of the NDA apply to Confidential Information handed over at the stage of business negotiations; this article of the GTC applies to Confidential Information provided during and after the conclusion of a purchase contract and/or contract for work. In the event of a conflict of provisions, the more restrictive provision will prevail; the terms and conditions agreed in the contract will always prevail over the wording of these GTC in accordance with Article 1(3) of these GTC.

### **16.8 Return and Disposal of Technical Documentation**

Upon termination or end of a contractual relationship that resulted in the handover of Confidential Information, the buyer/client is obliged to return or destroy all materials containing Confidential Information, including copies thereof and digital files, without undue delay, but no later than within 14 (fourteen) days, unless VETRA determines otherwise in writing in a particular case. VETRA is the sole judge of how materials are to be disposed of (returned or destroyed). The parties will execute a written confirmation on the return or destruction of materials. In the event of delay by the buyer/client in performing a duty under this paragraph, the buyer/client is obliged to pay VETRA a contractual penalty of EUR 2,500 for each day of delay, payable within 10 days of delivery of a written call from VETRA. The payment of a contractual penalty does not affect VETRA's right to full compensation for damages.

### **16.9 Right to Audit Compliance with Duties**

VETRA is entitled to audit the buyer/client's compliance with the duties set out in this article at its own expense, upon written notice delivered to the buyer/client at least 14 (fourteen) days in advance, but not more than once every 6 (six) months. The buyer/client is obliged to enable an audit to be carried out, to provide the necessary cooperation and to make relevant documentation available to the extent

necessary to verify compliance with confidentiality duties. This provision does not exclude VETRA's right to conduct an extraordinary audit without a prior call in the event of a reasonable suspicion of a breach of duties pursuant to this article.

## 17. Delivery

### 17.1 Form of Documents

All calls, notices, consents and other communications between the parties under these GTC that require written form (hereinafter "Notices") must be in writing and delivered in the manner set forth in this article. The requirement of written form is also satisfied electronically under the conditions set out in paragraph 17.2(c) of this article.

### 17.2 Methods of Delivery

Notices are delivered in one of the following ways:

- a) **in person** – by handing over to an authorised person with a signed confirmation of receipt;
- b) **by post** – via a postal service operator by registered mail with a delivery note to the registered office address specified in the contract or order, or to the address last notified in writing by the other party;
- c) **electronically** – by e-mail sent from the address of the party specified in the contract or order, where the e-mail message must either contain a guaranteed electronic signature or its delivery must be confirmed by the other party by a reply e-mail.

### 17.3 Time of Delivery

The time of delivery of a Notice is deemed to be:

- a) in case of delivery in person – the day of confirmation of receipt;
- b) in case of delivery by post – the day of receipt of the mail by the addressee or the day the addressee refused to accept the mail; if neither receipt nor refusal occurs, then on the third working day after the mail is sent to the correct address, unless the mail is returned to the sender earlier;
- c) in the case of delivery by e-mail – the moment of confirmation of receipt by the addressee by reply e-mail, but no later than the next working day after the verifiable delivery of the message to the addressee's mail server.

### 17.4 Change of Delivery Address

Each party is obliged to notify the other party in writing without undue delay of any change in its delivery address or e-mail contact address. Until such Notice is delivered, delivery to the last known address or e-mail contact address is deemed to be proper and

effective. The party affected by a change of address is solely responsible for the consequences resulting from the failure to notify the change of address.

### 17.5 Contact Details for VETRA

For delivery purposes, the contact details of VETRA are:

VETRA International s.r.o., Pod Korábem 727, 345 06 Kdyně, Czech Republic;

E-mail address: info@vetrainternational.cz

The contact details of the buyer/client are those stated in the contract or confirmed order.

## 16. Final Provisions

The aforementioned VETRA GTC take effect on 1 June 2026.

These GTC are an integral part of VETRA's sales and service documentation (offers, price lists, contracts, operating manuals, etc.). These GTC and all contractual relations resulting from them are governed by the law of the Czech Republic, excluding conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods (CISG)

The contracting parties agree that any disputes in connection with their business relationship covered by these GTC will first be resolved amicably, including alternative dispute resolution (ADR) and mediation. Mediation proceedings may be initiated upon written request of either contracting party delivered to the other contracting party. The contracting parties undertake to participate in the mediation process and to make reasonable efforts to resolve a dispute amicably. If a dispute cannot be resolved by mediation within 60 days of the commencement of the mediation procedure, either contracting party may submit an application for the start of court proceedings.

In accordance with Section 89a of Act No. 99/1963 Coll., the Code of Civil Procedure, as amended, the District Court for Prague 2, if a district court has subject matter jurisdiction, or the Municipal Court in Prague, if a regional court has subject matter jurisdiction, is designated as the local court for all disputes arising out of or in connection with a contract.

In Kdyně, on 19 May 2026

Ing. Michal Veselý, Executive Officer  
VETRA International s.r.o.