

GENERAL TERMS AND CONDITIONS

of PEBAL s.r.o.

with its registered office at Vysoká 1297, 334 41 Dobřany, Company ID No.: 648 30 942, registered in the Commercial Register maintained by the Regional Court in Plzeň, Section C, File No. 7252

I. Scope of the General Terms and Conditions

These General Terms and Conditions (hereinafter referred to as the "GTC") govern the mutual rights and obligations of the contracting parties arising in connection with the conclusion of a purchase agreement / contract for work / service agreement between PEBAL s.r.o., acting as the seller / contractor / service provider, and the other contracting party acting as the buyer / customer / recipient.

These GTC form an integral part of all purchase agreements / contracts for work / service agreements (regardless of the method of conclusion or their form) concluded between PEBAL s.r.o. and the other contracting party. They form part of the order confirmation available under the QR code. Together with the relevant agreement, these GTC constitute the entire agreement between the contracting parties. By entering into a purchase agreement / contract for work / service agreement with PEBAL s.r.o., the other contracting party confirms that, prior to concluding the relevant agreement, it has familiarised itself with these GTC, accepts them and undertakes to comply with them.

Any oral or written statements, warranties, negotiations, commercial practices, notices of intent and business customs not expressly stated or expressly incorporated by reference into the purchase agreement / contract for work / service agreement or into these GTC shall not be binding upon either contracting party. Each contracting party declares that it does not rely upon and has not been influenced by any representations of the other contracting party that are not contained in the purchase agreement / contract for work / service agreement or in these GTC. It is expressly agreed that the purchase agreement / contract for work / service agreement together with these GTC supersede all prior written or oral agreements of any kind, commitments, plans, programmes, commercial practices, notices of intent and all other documents relating to the supply of goods and any other subject matter of the purchase agreement / contract for work / service agreement between PEBAL s.r.o. and the other contracting party that were considered or negotiated by the contracting parties prior to the conclusion of the relevant purchase agreement / contract for work / service agreement.

For the purposes of these GTC, the term "goods" shall mean all tradable tangible products, rights and other assets having a monetary value.

In the event of any discrepancy between the concluded purchase agreement / contract for work / service agreement and the provisions of these GTC, the provisions of the agreement shall prevail over the conflicting provisions of these GTC. The contracting parties expressly agree that the business terms and conditions of the buyer / customer / recipient shall not apply to contractual relationships governed by these GTC unless expressly agreed otherwise in the relevant purchase agreement / contract for work / service agreement.

The business terms and conditions of the other contracting party shall be ineffective and inapplicable to contractual relationships established by a purchase agreement / contract for work / service

agreement, except where PEBAL s.r.o. has given its prior express written consent to the application of selected specific provisions of the business terms and conditions of the other contracting party.

These GTC shall not govern rights and obligations arising from a purchase agreement / contract for work / service agreement in which the contracting parties have expressly excluded their application by a special written arrangement.

II. Subject Matter of the GTC

Under the purchase agreement / contract for work / service agreement, PEBAL s.r.o. undertakes to deliver goods / perform work / provide services to the other contracting party within the scope of its business activities on the basis of orders placed by the other contracting party. The other contracting party undertakes to accept the goods / accept the completed work / use the services and to pay PEBAL s.r.o. the agreed price for the goods / work / services.

A purchase agreement / contract for work / service agreement is concluded upon confirmation of the order of the other contracting party by PEBAL s.r.o.

The other contracting party shall, without undue delay following delivery of the order confirmation, verify the accuracy of all details contained in the order confirmation and notify PEBAL s.r.o. of any discrepancies. If the other contracting party does not confirm the accuracy of the details or raise objections to the order confirmation within 24 hours of its delivery, the details stated in the order confirmation shall be deemed correct and approved. PEBAL s.r.o. shall not be obliged to take into account any objections or discrepancies raised at a later date.

Subsequent amendments to orders, changes in quantities and order cancellations shall be accepted only if production has not yet commenced and no costs related to the performance of the order have been incurred by PEBAL s.r.o. Otherwise, all related costs incurred by PEBAL s.r.o. (including loss of profit) shall be charged to the other contracting party.

An order may only be cancelled on the basis of a written agreement between the contracting parties.

III. Price

The term "Price" shall mean the price of the goods / work / services unless otherwise agreed in the purchase agreement / contract for work / service agreement.

The Price shall be agreed between the contracting parties on the basis of an order (regardless of the method of placement or its form), whereby PEBAL s.r.o. shall confirm the Price in the order confirmation. If the other contracting party does not express its disagreement with the Price confirmed by PEBAL s.r.o. within 24 hours of receipt of the order confirmation, the Price confirmed in the order confirmation by PEBAL s.r.o. shall apply. If the Price is not expressly agreed between PEBAL s.r.o. and the other contracting party, the other contracting party shall be deemed to have ordered the goods / work / services at the prices set out in the price list of PEBAL s.r.o. valid on the date of conclusion of the purchase agreement / contract for work / service agreement.

PEBAL s.r.o. undertakes to deliver the goods / perform the work / provide the services at the price agreed with the other contracting party or at the price stated in the price list of PEBAL s.r.o. valid on the date of conclusion of the purchase agreement / contract for work / service agreement.

PEBAL s.r.o. shall be entitled to unilaterally withdraw from the purchase agreement / contract for work / service agreement if the prices of energy or raw material inputs or the costs associated with the provision of services increase by more than 5 % compared to the prices of energy or raw materials or the costs associated with the provision of services existing at the time of conclusion of the purchase agreement / contract for work / service agreement.

In accordance with Sections 1765(2) and 2620(2) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code"), the other contracting party assumes the risk of a change in circumstances.

IV. Delivery of Goods

The method of delivery of the goods, delivery periods and the place of delivery shall be agreed in the purchase agreement.

PEBAL s.r.o. shall be obliged to deliver the goods to the buyer and enable the buyer to acquire title to the goods. PEBAL s.r.o. shall ensure that the goods are properly packaged, loaded and secured for transportation purposes.

The place of performance for the delivery of the goods shall be the place where the goods are handed over to the buyer or to the first carrier for transportation to the agreed destination.

Unless otherwise agreed in the purchase agreement, the place of performance shall be the registered office of PEBAL s.r.o. In the event that the goods are to be delivered to another location, the buyer shall be obliged to ensure proper and safe access for the means of transport carrying the goods from the public road to the place of delivery, as well as safe departure of the means of transport back to the public road. The buyer shall further ensure smooth unloading of the goods in such a manner that the goods may be unloaded continuously and as quickly as possible, without interruption and without deterioration of their quality.

Unless otherwise agreed in the purchase agreement, PEBAL s.r.o. shall be entitled to deviate from the agreed quantity of goods, provided that the difference between the quantity specified in the purchase agreement and the quantity of goods actually delivered does not exceed 20 % of the quantity specified in the purchase agreement. PEBAL s.r.o. shall be entitled to payment of the purchase price for the quantity of goods actually delivered. If PEBAL s.r.o. delivers a greater quantity of goods than required under the purchase agreement, the buyer shall be entitled to refuse acceptance of the excess quantity upon receipt of the goods. If the buyer fails to do so upon receipt of the goods, i.e. fails to state such refusal in writing in the delivery note or another delivery document, the buyer shall be deemed to have accepted the excess quantity of goods and shall be obliged to pay the purchase price determined on the basis of the unit price agreed in the purchase agreement.

Unless otherwise agreed in the purchase agreement, PEBAL s.r.o. shall be entitled to deliver the goods prior to the agreed delivery date. PEBAL s.r.o. shall also be entitled to make partial deliveries and the buyer shall not be entitled to refuse such partial performance of the purchase agreement.

Upon receipt of the goods, the buyer shall inspect the delivered goods, in particular verify the conformity of the delivered goods with the delivery note, the accuracy of the data stated in the delivery note, pallet records and other accompanying documents, as well as the apparent condition and quantity of the delivered goods. Any apparent discrepancies shall be reported by the buyer without undue delay upon receipt of the goods by recording them in the delivery note or another handover document.

Any discrepancies in the data stated in the delivery note, pallet records or other accompanying documents that could not have been discovered upon receipt of the goods shall be notified by the buyer to PEBAL s.r.o. no later than 24 hours after receipt of the goods. Apparent defects and apparent discrepancies shall also include differences in type, colour, transparency, material composition or other visible characteristics of the goods detectable during ordinary inspection upon receipt of the goods.

If no objections are raised within the above time limits, the delivered goods and the data stated in the accompanying documents shall be deemed correct and approved, and PEBAL s.r.o. shall not be obliged to take into account any objections or discrepancies raised at a later date.

If the buyer is in default with acceptance of the goods, PEBAL s.r.o. shall be entitled, at its discretion, either to store the goods at the buyer's cost and risk or to withdraw from the purchase agreement in whole or in part. In the event of storage of the goods, the third calendar day following the date of storage shall be deemed the date of delivery of the goods. In such case, the buyer shall, in addition to the obligation to pay the purchase price, reimburse the seller for the costs incurred in connection with the storage of the goods. The rights of the contracting parties shall thereafter be governed by the relevant provisions of the Civil Code.

In the event of delay by PEBAL s.r.o. in delivering the goods, the buyer shall be entitled to withdraw from the purchase agreement only if the seller has first been duly requested, after such delay occurred, to fulfil its obligations and has been granted an additional reasonable period for performance, which shall not be shorter than 14 business days, and the seller fails to deliver the goods within such additional period. In such notice, the buyer shall inform the seller of its intention to withdraw from the purchase agreement. If the buyer fails to notify the seller of the possibility of withdrawal from the concluded purchase agreement, the buyer shall not be entitled to withdraw from the purchase agreement.

However, the seller shall not be deemed in default with timely delivery of the goods if such delay is caused by circumstances occurring independently of the seller's will (*force majeure*). Such circumstances shall include, in particular, decisions or other measures of public authorities, strikes, lockouts or other transport restrictions affecting the relevant transport routes, as well as other accidental and objectively unavoidable events occurring on the part of the seller or its contractual partners, the performance of whose obligations is causally connected with the performance of the seller's obligations towards the buyer.

The delivery period shall be automatically extended in the event of: (i) delay by the buyer in payment of (a) the purchase price or any part thereof, (b) any additional costs to which the seller has become

entitled under the purchase agreement or these GTC, or (c) damages to which the seller has become entitled under the purchase agreement or these GTC; (ii) delay by the buyer in fulfilling any obligation under the purchase agreement or these GTC constituting a condition for the seller's performance, such as the submission of technical documentation and other documents, drawings or designs; (iii) force majeure pursuant to the preceding paragraph; and (iv) suspension of the seller's obligations under purchase agreements pursuant to Article VII, Section 8 of these GTC, by a reasonable and adequate period reflecting the seller's current production capacities, however always at least by the duration of the respective delay by the buyer, the duration of the force majeure event or the suspension of the seller's obligations under the purchase agreement.

Delivery shall be deemed completed upon acceptance of the goods by the buyer at the place of delivery and confirmation of the delivery note, or at the moment when the buyer refuses to accept the goods or fails to accept the goods at the place of delivery, or at the moment when the buyer refuses to confirm the delivery note. The buyer shall be bound by confirmation of the delivery note by any person present at the place of delivery of the goods.

The risk of damage to the goods shall pass to the buyer at the moment when the buyer takes over the goods from the seller or when the seller hands over the goods to the first carrier arranging transportation of the goods for the buyer. Damage to the goods arising after the transfer of the risk to the buyer shall not affect the buyer's obligation to pay the purchase price.

This section of the GTC shall apply mutatis mutandis to legal relationships arising from concluded contracts for work.

V. Transfer of Title

Title to the goods delivered to the buyer under the purchase agreement and these GTC shall pass to the buyer only upon full payment of the purchase price. Until the transfer of title, the buyer shall refrain from any unreasonable interference with the seller's ownership rights and shall, upon the seller's request, protect the seller's ownership rights.

The buyer shall be entitled to handle the goods (including processing, resale or use for its own purposes, etc.) only after acquiring title thereto, unless expressly agreed otherwise in writing.

This section of the GTC shall apply mutatis mutandis to legal relationships arising from concluded contracts for work.

VI. Services

This section of the GTC governs the rights and obligations arising from service agreements or other similarly designated agreements, the subject matter of which is the provision, for consideration, of any service, performance of any activity or work with an intangible result, such as transportation of goods, storage of goods, modification and processing of graphic designs, preparation of printing plates, etc. (hereinafter referred to as the "Services"), concluded between PEBAL s.r.o. as the service provider and the other contracting party as the service recipient. As a rule, the Services are provided in connection with the conclusion of a purchase agreement / contract for work.

The price for the provision of the Services shall be agreed by the contracting parties in the agreement. If the price is not expressly stated in the agreement, the decisive price shall be the price corresponding to the previous practice established between the contracting parties, taking inflation into account. If no such previous practice exists between the contracting parties, the decisive price shall be the price at which PEBAL s.r.o. usually provides comparable services to its other customers at the time of conclusion of the relevant agreement, in particular the price specified in the current price list of PEBAL s.r.o.

Unless expressly agreed otherwise, the price for the provision of the Services is stated exclusive of VAT and PEBAL s.r.o. shall be entitled to add VAT at the rate stipulated by applicable legal regulations.

PEBAL s.r.o. shall provide the Services with due professional care, properly and within the period agreed in the confirmed order.

The service recipient shall create proper conditions for the provision of the Services and shall provide PEBAL s.r.o. without undue delay with all cooperation necessary for the proper provision of the Services, in particular by providing timely, complete, true and comprehensible information. If, with regard to the nature of the agreed Services, it is necessary for PEBAL s.r.o. to act on behalf of the service recipient, the service recipient shall procure the necessary authorisation for the service provider in due time, in particular by issuing a power of attorney.

If the Services consist in transportation of goods, PEBAL s.r.o. shall, after handing over the goods for transportation, send the service recipient an e-mail notification confirming handover of the goods for transportation, including the date of handover and identification of the carrier. The Services shall be deemed provided at the moment when PEBAL s.r.o. or a carrier authorised by it offers the transported goods for acceptance by the service recipient or another carrier designated by the service recipient at the agreed place and time of performance.

If the Services consist in another activity, PEBAL s.r.o. shall, after completion of all agreed activities, notify the service recipient, at least electronically, of the completion of the provision of the Services and, depending on the nature of the Services, invite the service recipient to accept the output of the Services. The Services shall be deemed provided at the moment the notice of completion of the provision of the Services is sent to the service recipient.

The service recipient shall, immediately after the provision of the Services, and no later than within 3 calendar days, verify whether the Services have been provided in accordance with the agreement and notify PEBAL s.r.o. in writing of any apparent defects. Otherwise, the Services and their results and outputs shall be deemed free from apparent defects. Hidden defects shall be notified by the service recipient to PEBAL s.r.o. in writing without undue delay after such hidden defect has become apparent. Unless otherwise agreed between the contracting parties, PEBAL s.r.o. does not provide any warranty as to the quality of the Services or their results.

Any written notice of a defect in the Services must contain at least the date of conclusion of the agreement on the basis of which the Services were provided, identification of the invoice and the date of payment of the price for the provided Services, and a detailed written description of the defect.

PEBAL s.r.o. shall assess duly notified defects in the Services and shall notify the service recipient within 30 days of notification of the defect whether the defect is acknowledged or rejected. If the notice of defect does not contain all of the above particulars, the service recipient shall be requested to

supplement the notice, and the period for assessment of the defect shall be extended by the period during which the service recipient remedies the deficiencies in the notice of defect.

PEBAL s.r.o. shall remedy duly notified defects in the Services that it acknowledges within a reasonable period of time with regard to the nature of the defect.

If the service recipient asserts unjustified claims arising from liability for defects in the Services, the service recipient shall reimburse all costs incurred by PEBAL s.r.o. in connection with the assessment of such claims.

The remaining sections of these GTC shall apply mutatis mutandis to the provision of the Services.

VII. Payment Terms and Penalties for Late Payment

Unless otherwise agreed in the agreement (order), the other contracting party shall pay PEBAL s.r.o. for the delivered goods / completed work / provided Services the price agreed by the contracting parties pursuant to Article III, Section 2 of these GTC.

PEBAL s.r.o. shall be entitled to issue and deliver a tax document (invoice) to the other contracting party either simultaneously with the delivery of the goods / handover of the work / provision of the Services or at any time thereafter.

In the event of partial performance, PEBAL s.r.o. shall be entitled to invoice the other contracting party for a proportionate part of the total price corresponding to the performed part of the performance. The invoice must contain all particulars required for a tax document. PEBAL s.r.o. shall also be entitled to send invoices to the other contracting party in electronic form.

The other contracting party shall pay the price for the goods / work / Services within the periods agreed in the purchase agreement / contract for work / service agreement. If no payment period is agreed in the relevant agreement, the other contracting party shall pay the price after delivery of the goods / handover of the work / provision of the Services, no later than within 14 days from the date of performance.

The other contracting party shall settle all monetary claims of PEBAL s.r.o. either in cash at the registered office of PEBAL s.r.o. or by bank transfer to the bank account specified in the invoice. The invoiced amount shall be deemed paid at the moment when the relevant amount is fully credited to the bank account of PEBAL s.r.o.

Any bank charges associated with cashless payments made in favour of the bank account of PEBAL s.r.o. shall be borne by the other contracting party. The contracting parties expressly agree that the other contracting party shall not be entitled to any discount or other preferential treatment for payment of the price or any part thereof prior to its due date.

The contracting parties expressly agree that the other contracting party shall not be entitled to withhold payment of any part of the price due to defective performance by PEBAL s.r.o.

If the other contracting party is in default with payment of any obligation owed to PEBAL s.r.o., PEBAL s.r.o. shall be entitled to withdraw from the concluded agreement.

PEBAL s.r.o. shall be entitled to suspend performance of all its contractual obligations towards the other contracting party until full payment of all due receivables owed by the other contracting party to PEBAL

s.r.o. In such event, the other contracting party shall reimburse PEBAL s.r.o. for all damages, costs and expenses incurred by PEBAL s.r.o. in connection therewith.

In the event of delay in payment of the price, the other contracting party shall pay PEBAL s.r.o. contractual default interest in the amount of 0.1 % of the outstanding amount for each commenced day of delay.

VIII. Warranties and Storage Conditions of Goods

The contracting parties acknowledge that in serial production of goods the occurrence of isolated defective items or metres cannot be completely excluded. Delivery shall be deemed duly performed if the proportion of defective items does not exceed **2 %** of the total delivered quantity, whereas any claim shall always be limited solely to the defective items/metres and not to the entire delivery. The buyer shall not be entitled to withhold payment of the entire purchase price due to defects affecting individual items.

PEBAL s.r.o. shall deliver the goods in the quality agreed in the purchase agreement. Unless otherwise agreed, the delivered goods must possess the usual properties, meaning quality in accordance with the relevant **internal standards** of the seller, in compliance with the management system pursuant to ČSN EN ISO 9001:2016, and corresponding to the usual quality determined by the processing technology, the agreed materials used and the quality of the production documentation supplied by the buyer.

By signing these GTC, the buyer declares and confirms that prior to signing it became acquainted with the relevant internal standards of the seller governing the quality of manufactured goods, including permitted production tolerances (the internal standards are available to the buyer upon request).

The buyer shall inspect the goods upon delivery. Any defects in the goods discoverable during such inspection must be specified by the buyer in the delivery note. The buyer shall likewise specify delivery of goods of a different type than ordered or delivery of an obviously different quantity of goods than ordered.

Any other defects shall be notified by the buyer to the seller without undue delay after such defects could have been discovered later with the exercise of professional care, however no later than within 10 days from the date of delivery of the goods. Such defects must be claimed in writing at the registered office of the seller. The notice of defects must contain the number of the purchase agreement (or order or invoice), a description of the defect and/or a precise specification of how the defect manifests itself, the method by which the defect was identified, the number of defective items, all possible identification details of the defective goods by reference to the pallet record and inspection sheet, and photographic documentation of the defective goods. When claiming defects in the goods, the buyer shall provide the seller with a sample of the defective goods together with the written notice of defects.

If a defect is not notified within the above time limits, all rights of the buyer associated with the relevant defect shall lapse. If the buyer fails to notify the occurrence of a defect within the period specified in the preceding paragraph, the buyer shall be liable for all damage caused to the goods and other property of the buyer or third parties.

No claims relating to defects may be made after further processing or use of the goods by the buyer without the seller's prior consent.

In the event of defects in the goods, the buyer shall leave the goods in the condition in which the defects were discovered for a period reasonably necessary for the seller to inspect the existence and assess the defects. The buyer may not exercise rights arising from defective performance if the buyer exposes the delivered goods to the risk of deterioration, mixes them with other similar goods, or uses them in a manner that renders identification of the causes of the defects impossible or substantially more difficult, or if the goods are loaded into contaminated means of transport.

If the buyer carries out quality inspection of the goods by means of quality tests or tests of physical, mechanical, chemical or other properties, the buyer shall invite a representative of the seller in writing sufficiently in advance to attend such testing; otherwise, such testing shall not be recognised by the seller.

Within the scope of claims relating to defects, PEBAL s.r.o. shall only be liable for defects in the delivered goods. PEBAL s.r.o. shall not be obliged to reimburse or otherwise recognise any additional costs incurred by the buyer in connection with a claim, in particular administrative costs, costs of sorting, handling, storage, transportation, labour costs of the buyer's employees or any other similar costs, unless otherwise agreed between the contracting parties in writing.

Any sorting, repackaging, handling or other interference with the delivered goods carried out at the buyer's premises by the buyer's employees or third parties shall only be permitted with the prior express written consent of PEBAL s.r.o. Otherwise, the buyer shall bear all costs and liability associated with such actions and shall lose all rights arising from liability for defects if such actions render assessment of the claim impossible or more difficult.

The buyer shall have rights arising from duly asserted defective performance in accordance with the relevant provisions of the Civil Code, provided that, upon notification of a defect, the buyer shall grant the seller a reasonable period within which the seller shall either deliver replacement goods or remedy the defects. Such period shall not be shorter than 30 days. Only if such period expires in vain due to circumstances on the part of the seller shall the buyer, under the conditions stipulated by the Civil Code, be entitled either to request a discount on the purchase price of the goods or to withdraw from the purchase agreement. If the defects concern only part of the delivered goods, the buyer shall only be entitled, subject to fulfilment of the conditions stipulated by the Civil Code, to partially withdraw from the purchase agreement to the extent corresponding to the defective quantity of goods. The buyer shall not be entitled to set off any claims arising from defective performance against the seller's claims for payment of the purchase price.

The buyer shall provide the seller free of charge with all cooperation necessary for proper remedy of the defect.

The seller shall provide a warranty for quality only if such warranty is agreed in writing or declared by the seller in writing by unilateral legal act, in particular in a Technical Data Sheet (TDS).

The Technical Data Sheet or other documents containing any declaration of warranty shall be provided to the buyer upon its written request within 10 business days; failure to provide such documents shall not give rise to any warranty for quality.

The buyer shall store goods purchased from the seller in a dry and temperature-controlled warehouse where the internal temperature never falls below 5°C and never exceeds 25°C, and where the relative humidity is maintained between 40% and 65%. The buyer shall protect the purchased goods against harmful effects such as heat radiation, direct sunlight, mechanical damage, the effects of organic substances, solvents and other chemical substances, etc. The buyer shall not store the seller's products in outdoor storage facilities. In the event of breach of any obligation of the buyer specified in this paragraph, the seller shall not be liable for any defects in the delivered goods.

If material for further production is delivered to the buyer, such material must be stored in the production hall where production is to commence and must be temperature-conditioned for at least 24 hours prior to commencement of production under the conditions described in this section.

This section of the GTC shall apply mutatis mutandis to legal relationships arising from concluded contracts for work.

IX. Miscellaneous Provisions

PEBAL s.r.o. has concluded a collective compliance agreement with EKO-KOM, a.s. and fulfils its obligations regarding take-back and recovery of packaging waste in the manner pursuant to Section 13(1)(c) of the Packaging Act and participates in the EKO-KOM collective compliance system under client number EK-P03020038.

The other contracting party agrees to the limitation of damages, i.e. that the liability of PEBAL s.r.o. towards the other contracting party for any damages, including all contractual penalties and liability for any consequential damages, including loss of profit, that may arise to the other contracting party in connection with performance of the purchase agreement / contract for work / service agreement as a result of one or more breaches of contractual or statutory obligations by PEBAL s.r.o., shall not exceed twenty-five percent (25%) of the price excluding VAT. This limitation of damages shall not apply where the damage was caused intentionally or by gross negligence.

Upon withdrawal from the agreement, the relevant purchase agreement / contract for work / service agreement shall terminate. However, withdrawal from or any other termination of the purchase agreement / contract for work / service agreement shall not affect: (i) claims for damages arising from breach of the relevant agreement; (ii) claims for payment of contractual penalties or default interest pursuant to the relevant agreement or these GTC; (iii) monetary claims of PEBAL s.r.o. against the other contracting party arising on the basis of or in connection with the relevant agreement; (iv) provisions concerning governing law and dispute resolution; (v) provisions governing relations between the contracting parties following withdrawal from the relevant agreement; and (vi) provisions relating to such rights and obligations which, by their nature, are intended to survive termination of the relevant agreement.

Following withdrawal from the agreement, the mutual claims of the contracting parties shall be settled as follows:

In the event of valid withdrawal from the purchase agreement, the buyer shall retain the goods to which title has already passed and shall further be obliged to accept all goods already delivered in accordance with the purchase agreement and these GTC and, where technically feasible, also all goods

in progress. The buyer shall pay the seller for all goods referred to in the preceding sentence in accordance with the purchase agreement if not already paid. Any costs incurred by the seller in connection with withdrawal from the purchase agreement shall be borne by the buyer. This paragraph shall apply mutatis mutandis to withdrawal from a contract for work.

PEBAL s.r.o. hereby declares that it is not bound by any codes of conduct in relation to the other contracting party.

PEBAL s.r.o. declares that it shall preserve all copyrights related to the use of data or texts provided by the other contracting party to PEBAL s.r.o. as source materials for the manufacture of goods.

The other contracting party shall bear full responsibility for compliance with and protection of copyrights, licence rights and similar rights of third parties. In particular, the other contracting party declares that it shall include in any order only such data, texts, images, fonts or other materials to which it either holds usage rights itself or for which it has obtained consent from the author or other authorised owner. Should this declaration of the other contracting party prove at any time to be untrue, the other contracting party shall compensate PEBAL s.r.o. for all damage incurred by PEBAL s.r.o. as a result of the untruthfulness of such declaration. For the purposes of this provision, damage shall include in particular any sanctions imposed by decisions of public authorities, courts or administrative bodies, as well as all costs incurred by PEBAL s.r.o. in connection with defending itself against such decisions, including costs of legal representation, court or administrative fees, costs of expert opinions, etc.

If the other contracting party supplies PEBAL s.r.o. with its own printing plates or any materials for the production of printing plates, PEBAL s.r.o. shall not be liable for any damage caused by the use of such printing plates.

If the other contracting party approves the print proof, PEBAL s.r.o. shall bear no liability for any damage caused by the use of a printing form manufactured in accordance with the approved print proof. Approval of the print proof must always be sent by e-mail.

The other contracting party agrees that in the event of loss of data files during processing, PEBAL s.r.o. shall not be liable for any damage associated with preparation of materials for the order (data preparation).

PEBAL s.r.o. shall be entitled at any time to refuse an order for goods or processing of goods, or to discontinue processing thereof, if it contains visual or other material contrary to generally binding legal regulations or generally accepted moral principles, in particular pornography, child pornography, depictions of violence against persons, animals, etc.

X. Personal Data Protection

PEBAL s.r.o. declares that all personal data of the other contracting party shall be considered confidential and shall be used solely for the purpose of performance of the relevant agreement. None of the provided personal data shall be disclosed or provided to third parties, except where necessary for the protection of the rights and legitimate interests of PEBAL s.r.o. or in connection with distribution

or payment transactions relating to the ordered goods, i.e. disclosure of name, surname, delivery address, telephone number, e-mail address and bank account number.

PEBAL s.r.o. declares that it collects personal data of the other contracting party for the purpose of conclusion and performance of the purchase agreement / contract for work / service agreement.

Where PEBAL s.r.o. collects personal data for the purpose of sending commercial communications, it shall always do so only on the basis of prior interest expressed by the relevant person, who has granted PEBAL s.r.o. free and informed written consent for such purpose.

Each commercial communication sent by PEBAL s.r.o. provides the recipient of such commercial communications with the possibility to unsubscribe from receiving them, including instructions and a simple procedure for unsubscribing.

All data subjects whose personal data are processed by PEBAL s.r.o. shall have the right of access to their personal data. The right of access to personal data means the right of the data subject, upon active request, to obtain from the controller, i.e. PEBAL s.r.o., information as to whether or not their personal data are being processed and, if so, the right to obtain such personal data. PEBAL s.r.o. shall provide the requested information without undue delay, no later than within one month of receipt of the request.

The data subject shall also have the right to obtain from PEBAL s.r.o., as the controller, the following information: the purpose of processing, the categories of personal data concerned, the recipients to whom the personal data have been or will be disclosed, the intended period for which the personal data will be stored, as well as the right to rectification or completion of personal data, the right to erasure, the right to data portability, the right to restriction of processing, the right to request explanation and remedy of an unlawful situation, and the right to lodge a complaint with the supervisory authority, namely the Czech Data Protection Authority.

Personal data of the other contracting parties and recipients of commercial communications shall be collected and processed solely by PEBAL s.r.o. and its authorised employees and sales representatives, except for the transfer of personal data to carriers in connection with delivery of ordered goods and except for the transfer of personal data in cases involving enforcement of the rights and legitimate interests of PEBAL s.r.o. PEBAL s.r.o. has concluded data processing agreements with carriers for the purpose of ensuring protection and security of transferred personal data. All persons to whom PEBAL s.r.o. grants access to personal data shall be obliged to handle such personal data in compliance with applicable legal regulations.

When operating the online store at www.pebal.cz, PEBAL s.r.o. uses cookies and similar active components (cookies). Cookies are used to improve the functionality of the website, evaluate website traffic and optimise marketing activities.

Cookies are small text files stored locally on the computer through the browser used to display the website. Cookies do not serve and do not enable personal identification of website users. If a website visitor does not agree to the collection of cookies, such collection may be prevented by changing the browser settings, for example by enabling anonymous browsing mode in the browser.

PEBAL s.r.o. ensures that the processing of personal data is always lawful and based on one of the legal grounds for processing. PEBAL s.r.o. always clearly defines the purpose of personal data processing and

all methods, forms, scope and retention periods of processing are always proportionate to the purpose of processing. PEBAL s.r.o. adequately secures and protects personal data by organisational and technical measures corresponding to the level of risk associated with the processing. Personal data are processed fairly, lawfully and transparently towards the affected natural persons, and information regarding processing is provided in a clear, unambiguous and comprehensible manner to the extent appropriate to the specific situation. Upon fulfilment of the purpose of processing, PEBAL s.r.o. shall erase the personal data.

XI. Final Provisions

Unless the purchase agreement / contract for work / service agreement or these GTC expressly provide otherwise with respect to a specific contractual provision, condition or term, any amendments to the purchase agreement / contract for work / service agreement may only be made in the form of a written, numbered and dated amendment duly signed by persons authorised to act on behalf of the contracting parties.

Pursuant to Section 89a of the Czech Code of Civil Procedure, the contracting parties agree that all disputes arising in connection with contractual relationships governed by these GTC shall fall within the territorial jurisdiction of the competent court in Plzeň; where a district court acts as the court of first instance, the parties agree on the territorial jurisdiction of the District Court Plzeň-South.

Legal relations between the parties shall be governed by the laws of the Czech Republic, excluding conflict of law rules.

Where there is more than one party on the side of the other contracting party, such parties shall fulfil all their obligations arising from purchase agreements / contracts for work / service agreements concluded with PEBAL s.r.o. jointly and severally. Any of the parties acting on behalf of the other contracting party shall be entitled to request performance of obligations from PEBAL s.r.o., and PEBAL s.r.o. shall fulfil its obligations arising from purchase agreements / contracts for work / service agreements by performance towards any of the parties acting on behalf of the other contracting party.

The individual provisions of the purchase agreement / contract for work / service agreement and these GTC are mutually independent. If any provision of the purchase agreement / contract for work / service agreement or these GTC is found to be impermissible, invalid or unenforceable, such provision shall not affect the validity or enforceability of the remaining provisions of the purchase agreement / contract for work / service agreement or these GTC. The contracting parties hereby undertake to replace all impermissible, invalid or unenforceable provisions of the purchase agreement / contract for work / service agreement and these GTC with provisions and conditions that are permissible, valid and enforceable, the meaning and purpose of which shall be as close as possible to the original impermissible, invalid or unenforceable provisions.

PEBAL s.r.o. shall be entitled to amend these GTC at any time. Newly concluded purchase agreements / contracts for work / service agreements shall always be governed by the current version of the GTC. The new version of the GTC shall apply to already concluded purchase agreements / contracts for work / service agreements only if both contracting parties agree thereto.

These GTC shall become valid and effective on the date of their publication on the website of PEBAL s.r.o. at www.pebal.cz.

In Dobřany, on 19 March 2026

PEBAL s.r.o.
Jozef Oleár, Managing Director