

## General Terms and Conditions for vendors of Labara s.r.o.

Labara s.r.o.

Registered office: Jindřichov 33, 59501 Velká Bíteš, Czech Republic

CIN: 255 55 308

VAT ID: CZ25555308

The company is registered with the Regional Court in Brno,  
Section C, File 32850

Represented by the managing director, Radomír Holík

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### I. Introductory provisions

1. These General Terms and Conditions (hereinafter referred to as "GTC") within the meaning of §1751 paragraph 1 of Act No. 89/2012 Coll, Civil Code, as amended (hereinafter referred to as the "Civil Code") regulate the mutual rights and obligations between the customer and the supplier concerning all contractual relations arising between the customer and the supplier related to the supply of goods or services by the supplier, in particular, but not only, concerning contractual relations based on the purchase contract pursuant to §2079 et seq. Civil Code, where the subject matter of the contract is the delivery of goods, and a contract for work pursuant to §2586 et seq. of the Civil Code, where the subject matter of the contract is the execution of work.
2. Supplier means a person with whom a contract has been concluded or a person who has received a proposal for the conclusion of a contract in the form of an order, and who has made a declaration to the customer as the customer or other timely legal action, from which consent to the contents of the order or consent to the conclusion of the contract can be deduced, as provided for in the GTC. The supplier is in particular, but not only, the seller in the case of a sales contract or the contractor in the case of a works contract.
3. Goods shall be understood as goods already produced (in particular the object of purchase), as well as goods that will be produced yet on the basis of the contract with the supplier (in particular the work) and, unless otherwise stated in the GTC, or unless it is contrary to their nature, also services provided by the supplier. Price means the payment for the goods provided by the supplier, in particular but not only the purchase price, the price for the work and the price for the services provided.
4. By concluding the contract in the manner provided for in these GTC, the supplier confirms that he has familiarised himself with the contents of these GTC and that he will be bound by them in the respective contractual relationship. The provisions of the GTC form an integral part of the contract. Provisions deviating from the GTC may be agreed in a separate contract. Deviating provisions in a separate contract take precedence over the provisions of the GTC. The provisions of the GTC shall prevail over those provisions of the Supplier's own terms and conditions that conflict with the provisions of the GTC, provided that the customer has agreed in writing to the supplier's own terms and conditions.
5. These GTC are publicly accessible on the customer's website available at <https://www.labara.cz> (hereinafter referred to as the "Website"), so as to enable their archiving, reproduction, preservation and repeated display by the supplier.

### II. Code of Ethics

The Code of Ethics is obligatory for all partners of Labara, s.r.o. and is a set of ethical rules, standards and describes

- Values and behaviour with which it is committed to comply.
- Respect of the laws of the Czech Republic and the European Union.
- Respect and trust in interpersonal relations
- Pro-customer and human approach
- Trusting and respecting different opinions regardless of gender, race, nationality or cultural differences.

- The problem is the opportunity to develop.
- We do not accept any gifts or benefits from third parties.

### III. Product Safety

Labara s.r.o. partners as per AS9100D paragraph 8.1.3 confirm that they have planning, implementing or have implemented and managed the processes required to ensure product safety throughout the product life cycle.

Product safety as defined in AS9100D paragraph 8.4.3 is:

- A condition in which a product is capable of performing its designed or intended purpose without causing unacceptable risk of harm to persons or damage to property.
- The only way a product can perform its intended purpose is planned and cared for during each step of the manufacturing process. Planning, implementation and control of processes to ensure product safety is priority.
- The organization ensures that those performing work under the organization's control are aware of their contribution to product safety.

Operational planning and control is required. Proper personal and product safety procedures should include detailed process instructions, inspection requirements, guidelines for prevention, foreign object damage (FOD), handling, packaging and preservation.

Suppliers ensure product safety. AS9100D 8.4.3 Information also for external providers states that they are aware of their approach to product safety. These requirements are obligatory for all suppliers within full supply chain.

It is also required that:

- Implementation of quality management system.
- Use customer designated or approved external providers, including process resources (e.g. processes).
- Bring non-conforming processes, products or services to the organization's attention and obtain approval for their disposition.
- Prevent the use of counterfeit parts
- Inform the organization of changes to processes, products or services, including changes to external providers or manufacturing site and obtain the organization's approval.
- Flow to external providers valid requirements, including customer requirements.
- Provide test samples for design approval, inspection/verification, investigation or audit.
- Keep documented information, including retention period and disposal requirements.

### IV. Right of inspection

1. We reserve the right of access the organisation, its customers and regulatory authorities to relevant areas of the facility and relevant documented information at any level of the supply chain.

### V. Environmental protection

1. The supplier commit to comply with all environmental legislation. In particular, the supplier undertakes to comply with Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 ("REACH Regulation") and Directive 2011/65/EU of the European Parliament and of the Council ("RoHS 2 Directive"), including Government Regulation No 481/2012 on the restriction of the use of certain hazardous substances in electrical and electronic equipment.
2. If the delivered goods do not comply with the REACH Regulation or the RoHS 2 Directive as in force at the time of delivery, the supplier is obliged to inform Labara s.r.o. at the following email address: [labara@labara.cz](mailto:labara@labara.cz). If no such notification is sent to the above address, the delivery will automatically be deemed to be RoHS 2 compliant and free of any substances listed in Annex XIV of REACH.
3. In the case that the goods supplied contain conflict materials pursuant to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, the supplier may be required to provide a manufacturer's conflict minerals statement.

4. If the goods being supplied contain substances or mixtures classified as hazardous within the meaning of Regulation (EC) No. 1272/2008 of the European Parliament and of the Council of 16 December 2008 on classification, labelling and packaging of substances and mixtures (hereinafter referred to as "CLP Regulation"), they must be supplied in packaging and with labelling complying with this Regulation. The safety data sheet must be sent by the supplier with the offer. In the event that the supplier fails to properly label dangerous substances and mixtures in accordance with the CLP Regulation or fails to deliver the safety data sheet, Labara s.r.o. reserves the right to refuse to accept delivery for safety reasons and to withhold related payments until the deficiencies have been remedied. Liability for damages, including personal injury, caused by such delivery and the costs of compensation shall be borne by the supplier in this case.

## **VI. Protection of confidential information**

1. All information provided by the contracting parties to each other during negotiations of the contract and in connection with it is confidential and none of the contracting parties to whom such information has been provided shall disclose it to a third party or use it contrary to its purpose for its own needs. Furthermore, the contracting parties will consider as confidential and keep confidential any information concerning the goods which is not publicly available or known. In this context, the contracting parties undertake to undertake confidentiality with regard to confidential information for all their employees or persons whom they delegate to perform partial tasks in connection with the performance of the subject matter of the contract.
2. The obligation of confidentiality shall not apply to information which: a) can be disclosed without breach of contract, b) has been exempted from such restrictions by written consent of both parties to the contract, c) is known or has been disclosed otherwise than as a result of a breach of duty by one of the parties to the contract, d) is known to the recipient before it is disclosed by a party to the contract, e) they are requested by a court, a public prosecutor or a competent administrative authority pursuant to law, or the disclosure of which is required by law, f) a party discloses to a person bound by a legal obligation of confidentiality (e.g. a lawyer) for the purpose of exercising their rights.
3. The supplier is obliged to keep the content of the contract between him and Labara s.r.o. confidential. All documents related to the implementation of the contract, including the contract itself, are the trade secrets of Labara s.r.o., and the supplier undertakes to prevent any direct or indirect dissemination of this information.
4. The obligation of confidentiality applies regardless of whether or not the contract is finally concluded, and the obligation continues to apply even after the contract is terminated. The obligation of confidentiality therefore applies to information acquired both before and after the conclusion of the contract.
5. Without the permission of Labara s.r.o. the supplier is not authorized to communicate, advertise or otherwise use the mutual business relationship with Labara s.r.o. for marketing purposes.