

General terms and conditions of the company Digram-Ing s.r.o.

A. GENERAL PART

1. INTRODUCTION AND SCOPE

- 1.1.** These general terms and conditions ("Terms") shall apply to all contracts concluded between **Digram-Ing sro**, with its registered office at Ječná 1218/42, Řečkovice, 621 00 Brno, Company ID: 262 38 993, registered in the Commercial Register kept by the Regional Court in Brno, file no. C 39060 ("Digram-Ing") and the relevant client (hereinafter referred to as the "Client") (Digram-Ing and the Client jointly referred to as the "Contracting Parties"; each individually also referred to as the "Contracting Party").
- 1.2.** These Terms and Conditions also apply, among other things, to all orders placed by the Client, or contracts arising on their basis and to all relationships arising from them, and to all offers of Digram-Ing, or contracts arising on their basis and to all relationships arising from them.
- 1.3.** Contracts concluded between the Contracting Parties are governed by the provisions contained in the contract and these Terms and Conditions. Deviating provisions in the contract take precedence over the relevant provisions of these Terms and Conditions. Deviating provisions in the special parts of these Terms and Conditions take precedence over the provisions of the general part of these Terms and Conditions.
- 1.4.** These Terms and Conditions shall prevail over those provisions of the law that are not mandatory. The application of Section 558, paragraph 2, second sentence of Act No. 89/2012 Coll., Civil Code ("Civil Code"), which provides that commercial practices shall prevail over provisions of the law that are not mandatory, shall be excluded.
- 1.5.** Purchase, business, and other terms and conditions not approved by Digram-Ing do not apply to contracts concluded between the Contracting Parties, even to the extent that they do not contradict these business terms and conditions, unless Digram-Ing expressly accepts such terms and conditions of the other Contracting Party in writing.

2. OFFER, CONCLUSION OF THE CONTRACT

- 2.1.** Digram-Ing's offers are binding for the period specified in the offer. If this period is not explicitly stated, the offer is binding for **5 (five) days** from the date of sending it to the Client. Orders and offers sent to Digram-Ing are binding only after their written confirmation by Digram-Ing.
- 2.2.** The contract between the Client and Digram-Ing is formed by acceptance of the Client's order in writing. The written form is maintained even if the contract is concluded by fax or electronic communication.
- 2.3.** The application of Section 1740(3) and Section 1751(2) of the Civil Code, which stipulate that a contract is concluded even if there is no complete agreement of the will of the contracting parties, is excluded. Furthermore, the application of Section 1757 of the Civil Code is excluded.
- 2.4.** Information provided prior to acceptance of an order as part of its processing, including data on operating characteristics and other individually determined data, is binding only if explicitly confirmed in the contract.
- #### 3. PRICES
- 3.1.** All prices are quoted excluding VAT. In the case of delivery of goods (part B. of these Terms and Conditions), delivery is understood as ex works (EXW Incoterms 2020).
- 3.2.** Prices for deliveries abroad are also listed without VAT (VAT is paid by the Client according to the applicable legislation of the relevant country) and also without customs duties, packaging, handling, insurance and transport. Unless otherwise agreed in the contract, the current and individual catalogue prices with the stated conditions or the conditions stated in the offer of Digram-Ing apply.
- 3.3.** If, between the conclusion of the contract and delivery, there is an unforeseen increase in the costs of raw materials, materials or transport, or the introduction of taxes or duties, Digram-Ing has the right to adjust the prices according to

these factors only if it informs the Client of this fact without undue delay. If the order is subsequently modified by the Client after the conclusion of the contract, Digram-Ing has the right to increase the price by the additional costs that the modification of the order requires.

- 3.4.** The conversion of prices from EUR to CZK is carried out using the daily exchange rate of the Czech National Bank, which is valid for the previous business day.

4. PAYMENT TERMS

- 4.1.** Each invoice issued by Digram-Ing is due within the specified period of **30 days** from the date of issue of the invoice. If payment is not made within the above period or within the period agreed in the contract, after the expiry of another 30 days, a contractual penalty of 0.05% of the amount owed for each commenced day of delay will be added to this period, which the Client is obliged to pay to Digram-Ing. Digram-Ing is entitled to deliver invoices to the Client electronically (to the e-mail address used by the Client). Payment of the contractual penalty does not affect Digram-Ing's right to compensation for damages.
- 4.2.** Payments by bank transfer are considered paid only when the payment is credited to Digram-Ing's bank account.
- 4.3.** Digram-Ing is entitled to invoice even partial performance of the subject of the contract and the Client is obliged to pay this invoice by the due date.
- 4.4.** The Client is not entitled to withhold payment of the price for any reason. The Client is not entitled to set off any receivables against Digram-Ing without the prior written consent of Digram-Ing.
- 4.5.** Digram-Ing will accept bills of exchange or other methods of performance than those agreed upon by the parties only upon prior written agreement of both Contracting Parties.
- 4.6.** In the case of delivery of goods (part B. of these Terms and Conditions), Digram-Ing will issue a proper tax document and handover protocol for each delivery. Digram-Ing's right to invoice arises on the day the goods are handed over to the

Client or the first carrier or on the day the Client was obliged to take over the goods. If the delivery is demonstrably complete on the delivery date to the Client and if this fact is notified to the Client in writing as part of the "Notification of readiness for delivery", the goods may be invoiced on the basis of this, even though the shipment did not take place for reasons on the Client's part.

- 4.7. In the case of the delivery of design work (part C. of these Terms and Conditions), the right to invoice Digram-Ing arises on the day the work was handed over to the Client (depending on the agreement of the contracting parties, either in paper form or in digital form). If the Client is in delay in taking over the work, the price for the work may be invoiced even though the Client has not taken over the work.

5. COMPLAINT

- 5.1. Upon discovery of defects, the Client is obliged to send Digram-Ing a complaint notice without undue delay, which will include in particular: (i) the name of the claimed goods or work, (ii) the claimed quantity in the case of goods, (iii) a precise description of the defect, the circumstances of its occurrence or discovery, (iv) the place and date when the defect was discovered, (v) the number of the delivery note or invoice to which the claimed goods relate (" **Complaint Notice** ").
- 5.2. The complaint notification must be sent to the address Digram-Ing. The complaint procedure is considered to have been initiated on the date of delivery of the complaint notification to the address Digram-Ing.
- 5.3. The Client is obliged to reimburse Digram-Ing in full for all costs incurred by Digram-Ing as a result of an unjustified complaint.

6. DAMAGES

- 6.1. Digram-Ing is liable to the Client only for actual damage caused by Digram-Ing's culpable breach of obligations, not for indirect damage or losses arising from any breach of obligations under the contract and these Terms and Conditions by Digram-Ing, such as loss of sales, additional production costs, capital costs, losses

from production interruption, etc.

- 6.2. The scope of Digram-Ing's potential liability for any damage, whether direct or indirect, caused to the Client on the basis of or in connection with the contract is limited to the amount of insurance compensation paid by the contractual insurance company Digram-Ing in connection with the breach of the contract concluded between the Contracting Parties, but not more than:

- a) up to an amount corresponding to **5%** of the agreed price, in the case of delivery of goods (part B. of these Terms and Conditions);
- b) up to an amount corresponding to **100%** of the agreed price, in the case of the delivery of design activities (part C. of these Terms and Conditions).

- 6.3. Digram-Ing is not liable to the Client for compensation for lost profits or non-pecuniary damage.

- 6.4. Digram-Ing does not bear any liability towards any person other than the Client in connection with the performance of the contract.

- 6.5. The Client waives the right to compensation for damages exceeding the amount agreed as the maximum according to Article 6.2. of these Terms and Conditions. The provisions of this Article of the Terms and Conditions do not affect the liability of Digram-Ing in the event that the legal regulations applicable to Digram-Ing do not allow such a limitation of compensation for damage or its amount.

7. PROTECTION OF PERSONAL DATA

- 7.1. Digram-Ing, as the personal data controller, processes the Client's personal data, which it obtains in connection with the fulfillment of the Client's order and the contractual relationship that has arisen. When processing personal data, Digram-Ing is guided by the principles arising from Regulation (EU) No. 2016/679 of the European Parliament and of the Council (" **GDPR** ") and other legal regulations on the protection of personal data.

- 7.2. The purpose of processing the Client's personal data by Digram-Ing is to fulfill

the contractual relationship and deliver the ordered goods or services by the Client. The legal reason for such processing is the fulfillment of contractual obligations within the meaning of Article 6(1)(b) of the GDPR.

- 7.3. The Client's personal data may be transferred by Digram-Ing to third parties who help Digram-Ing fulfill its contractual obligations by providing certain services. Digram-Ing transfers personal data only to those processors who provide guarantees of a sufficient level of personal data security and who process such personal data exclusively on the basis of a personal data processing agreement.

- 7.4. Digram-Ing processes the Client's personal data for the period necessary for the proper fulfillment of obligations under the contractual relationship and in accordance with the relevant statutory deadlines.

- 7.5. Digram-Ing has adopted appropriate technical and organizational measures to ensure a sufficient level of security of personal data and to prevent unauthorized or accidental access to personal data, its alteration, destruction or loss, its unauthorized transfer and other unauthorized processing or misuse.

- 7.6. In connection with the processing of personal data, the Client has the right to: (i) request access to his/her personal data and information about their processing; (ii) to correct or supplement inaccurate personal data; (iii) to delete processed personal data; (iv) to restrict the processing of personal data; (v) to obtain the personal data provided by the Client in a structured, commonly used and machine-readable format; (vi) to object to processing where the processing of personal data is based on Digram-Ing's legitimate interest; and (vii) to file a complaint with the supervisory authority for personal data protection.

8. FINAL PROVISIONS OF THE GENERAL PART

- 8.1. These Terms and all contracts between Digram-Ing and the Client are governed by the laws of the Czech Republic, in particular the relevant provisions of the Civil Code, with the exception of conflict of laws provisions. According to Article 6 of the UN Convention on Contracts for the



International Sale of Goods (the so-called Vienna Convention), the application of the UN Convention on Contracts for the International Sale of Goods as a whole is excluded.

8.2. The parties will attempt to resolve amicably and in good faith any disputes that may arise under or in connection with the contract. If the parties fail to resolve any potential dispute within 30 days, such dispute will be finally resolved by the competent Czech court at the place of Digram-Ing's registered office.

8.3. If any provision of the contract or these Terms and Conditions is found by a competent court or other authority to be apparent, invalid or unenforceable, such provision shall be deemed to be deleted from the contract or these Terms and Conditions and the remaining provisions of the contract or these Terms and Conditions shall continue to be valid and effective if it can be assumed that the Contracting Parties would have concluded the contract even without such provision if they had recognized the apparent, invalid or unenforceable provision in time (severable provision). In such a case, the Contracting Parties shall, without undue delay, conclude such amendments to the contract that enable the achievement of the same result, and if that is not possible, then as close as possible to that which was to be achieved by the apparent, invalid or unenforceable provision.

8.4. Digram-Ing may change or amend the Terms and Conditions. This provision does not affect the rights and obligations arising during the period of validity of the previous version of the Terms and Conditions.

8.5. These Terms and Conditions shall enter into force on **1.1.2026**.

B. SPECIAL PART – SUPPLIES OF GOODS

9. SCOPE

9.1. If the subject of the contract between Digram-Ing and the Client is the delivery of goods or other similar items (collectively referred to as " **goods** "), the rights and obligations of the contracting parties are governed by this special part of the Terms and Conditions in addition to the general Terms and Conditions.

10. PRODUCT SPECIFICATIONS

10.1. The delivery of goods takes place according to the agreed specifications. Digram-Ing reserves the right to deliver goods in a modified design or workshop version compared to the ordered version, if such changes do not have a functional impact on the intended use of the goods. Data regarding dimensions, weight, etc. are subject to production and technological deviations. In the event of acceptance of the offer in the form of an order by the Client, these changes are superior to the original specification and are hereby approved.

11. DELIVERY TIMES

11.1. In order to meet the agreed delivery deadlines, it is necessary to deliver all documents on time by the Client, obtain the necessary permits by the Client, conclude the design, send and sign the order/contract in writing, and possibly fulfill other obligations of the Client specified in the offer. The period of performance by Digram-Ing. is extended accordingly by the period of delay of the Client in performance.

11.2. Digram-Ing reserves the right to change the confirmed delivery time in the event that facts or events occur that Digram-Ing could not, even with the exercise of reasonable care that can be required of it, change or avert, and which mean a significant change in the conditions for the delivery, such as: mobilization, war, rebellion, natural disaster, or a similar event such as: strike, shutdown, commercial, monetary and political measures, natural events, non-culpable delays due to traffic disruption or accident, unforeseen problems at customs crossings and other events of a force majeure nature, all this even if these events occur in another territory, but have an impact on the performance of Digram-Ing.

11.3. If the dispatch and delivery of the delivery is postponed at the Client's request by more than a month from the original date of dispatch, Digram-Ing may request payment from the Client for the storage of the goods, in the amount of 0.5% of the total price of the delivered goods for each week, but not more than 10% in total, unless Digram-Ing proves that higher costs were incurred.

12. TRANSFER OF RISK OF DAMAGE

12.1. The costs and risks associated with the delivery of goods are transferred to the Client as follows:

- a) when delivering goods without assembly or installation at the Digram-Ing plant, at the moment when the goods are ready for collection, unless otherwise agreed. At the request and expense of the Client, Digram-Ing will provide insurance against classic transport risks;
- b) upon delivery with assembly or installation of the goods on the day of acceptance at the place of delivery, or, if agreed, after the test run.

12.2. If the shipment, assembly, commencement of assembly or installation, acceptance or test operation by the Client is postponed, or the Client is in default in providing other cooperation necessary for the handover, the risk of damage to the goods is hereby transferred to the Client.

13. OWNERSHIP OF GOODS

13.1. The client acquires ownership of the goods by paying the price in full with all interest and accessories (retention of ownership).

13.2. Until payment is made, the Client may not pledge, resell, change or otherwise transfer the goods without Digram-Ing's consent.

13.3. If Digram-Ing grants consent to the processing, pledge or resale of the goods before the transfer of ownership to the Client, a reservation of ownership must also be agreed upon with each sale. The Client hereby assigns to Digram-Ing all of its claims and demands against its customer up to the value of the goods to Digram-Ing. Digram-Ing accepts the assignment.

13.4. Until the transfer of ownership to the Client, the Client must allow an authorized representative of Digram-Ing access to the premises where his goods are stored at any time during working hours and to inspect them, and reserves the right to reclaim the goods (in the event that the Client does not comply with the payment terms) and prepare the transfer of the

goods.

13.5. If the goods are modified or processed, Digram-Ing acquires an ownership interest in the finished or new item that corresponds to the market price of the finished or new item, until the transfer of ownership to the Client.

13.6. The client is not entitled to exercise a right of retention for the goods. The contracting parties exclude the provisions of Section 1395 et seq. of the Civil Code.

14. ASSEMBLY AND SERVICE

14.1. The following conditions apply to assembly and installation, unless otherwise agreed in writing:

14.1.1. The client is obliged to ensure, properly and on time, at his own expense:

- c) all ancillary earthworks and construction work and the necessary professional and auxiliary personnel, construction materials and special tools;
- d) items and tools required for the assembly and commissioning of goods, such as scaffolding, lifting equipment and other equipment, fuels and lubricants;
- e) connection of electricity and compressed air (min. 6 bar) according to the requirements of Digram-Ing and water connection at the installation site including connection, heating and lighting;
- f) provide sufficiently large, dry and lockable rooms and adequate sanitary facilities for Digram-Ing employees;
- g) provide work rooms at the assembly site for storing machine parts, equipment, materials, tools, etc.;
- h) Furthermore, the Client undertakes to ensure that the property of Digram-Ing and the installation personnel take the same measures as they would if it were their own property ;
- i) protective clothing and protective equipment, if necessary due to the exceptional circumstances of the installation site.

14.2. Before the start of the installation work, the Client shall provide all necessary documents regarding the location of electrical wiring, gas wiring, water wiring, compressed air wiring and all other documents, as well as statistical data and the

composition of the steel fillings of the concrete slab.

14.3. Before the start of assembly or installation, all necessary equipment, objects and preparatory work must be present at the assembly or installation site and must be carried out at such a stage that the start, progress or completion of the assembly or installation is not endangered or disturbed. Access roads and the assembly or installation site must be levelled and cleared.

14.4. is prolonged without reason on the part of Digram-Ing, the Client shall bear the costs associated with the extended assembly or installation period and the travel expenses of Digram-Ing's installation personnel (Article 16.3 of these Terms and Conditions). Digram-Ing shall immediately inform the Client every week about the working hours of the installation team, as well as about the completion of the assembly, installation or commissioning.

14.5. After completion of the work and commissioning of the building/equipment, a handover protocol is drawn up between Digram-Ing and the Client.

15. TEST OPERATION AND HANDOVER

15.1. If the nature of the delivery of goods requires it, a functional test and subsequent trial operation may be agreed between the Contracting Parties.

15.2. In the case of a functional test, the following applies:

- a) on the agreed date, a functional test of the goods will be carried out in the presence of the Contracting Parties at the place of delivery of the goods agreed upon by the Contracting Parties in the contract for a period of up to one day;
- b) after the functional test is completed, a " *Record of the functional test and approval of the work (goods) as eligible for delivery to the Client's (Ordering Party's) headquarters/handover to trial operation* " will be drawn up;
- c) if defects and unfinished work that do not prevent the operation of the goods are discovered during the functional test, the Contracting Parties will enter them in the "

Functional Test Report " including the dates and procedure for their elimination and the goods will be handed over and accepted, the defects and unfinished work will be eliminated by Digram-Ing within the dates according to the schedule proposed by Digram-Ing and mutually agreed upon;

d) If defects and incomplete work preventing the operation of the goods are discovered during the functional test, these Contracting Parties shall enter them in the " *Functional Test Record* " including their causes, the procedure for their elimination and the new functional test date. The defects and incomplete work shall be eliminated by Digram-Ing within the deadlines according to the schedule proposed and mutually agreed upon by Digram-Ing. The new functional test shall take place after the defects have been eliminated and on the basis of the agreed date;

e) Upon completion of the functional test, the goods are approved as eligible for delivery to the Client's premises based on the functional test report and Digram -Ing is authorized to issue an invoice for the amount tied to the proper completion of the functional test of the goods and the trial operation of the goods begins.

f) If the obligated Contracting Party fails to ensure the conditions for performing the functional test at the agreed place of delivery of the goods and within the agreed time, the Contracting Parties shall write a " *Minutes* " about this and agree on further procedures. The delivery date of the goods shall be extended by this period.

15.3. In the case of a test run, the following applies:

- a) after the functional test is completed, the work will be delivered to the Client's (Ordering Party's) premises/trial operation will commence. The trial operation will demonstrate the reliability and performance of the goods according to the technical specification;
- b) the duration of the trial operation

will be determined by agreement of the Contracting Parties and will be stated in the minutes pursuant to Article 15.2. letter b) of these Conditions;

- c) In the event that the goods do not achieve the level of functionality and reliability specified in the technical specification (especially if the specified production capacity is not achieved or the products do not meet the defined quality standards), Digram-Ing undertakes to make corrections according to a mutually agreed upon time schedule. Immediately after the correction, a new test run will be started.
- d) After the trial operation is completed, a protocol on the handover and acceptance of goods will be drawn up.

15.4. In the case of handover/receipt of goods, the following applies:

- a) After the trial operation is completed, a protocol on the handover/acceptance of the goods will be drawn up and the warranty period begins.
- b) If the Client refuses to sign the handover/acceptance protocol without reason, the goods are deemed to have been duly performed and handed over on the date of their proper completion, regardless of the absence of a handover protocol.

The Client acknowledges that the goods are properly manufactured even if, during the actual implementation of the goods, Digram-Ing slightly deviates from the specification of the goods and the documentation for the execution of the goods, for objective reasons arising from the nature of the goods as a unique technological device, or from the specifics of the Place of Delivery and in the materials and products used, provided that the efficiency and effectiveness of the use of the equipment that is part of the goods supplied to the Client by Digram-Ing must be maintained.

16. OVERWORK

- 16.1.** Any modification of already agreed and accepted partial work or other required tasks will be invoiced in addition to the agreed contractual price.
- 16.2.** The above-mentioned tasks will be recorded in the " *Extra Work List* "

document.

16.3. If the price for individual additional work is not determined in advance, Digram-Ing will invoice the Client for the costs incurred in carrying out the additional work as follows:

- a) materials and subcontracts (documented by a delivery note or invoice) increased by 30% of the additional budget costs;
- b) other costs (travel, meals, transportation – passenger car 10 CZK/km, van 15 CZK/km);
- c) hours worked in man-hours: CZK 1,500 excluding VAT.

17. WARRANTY AND COMPLAINTS

17.1. Digram-Ing provides a quality guarantee for a period of **(12) twelve months** from the date of transfer of risk, with the exception of used goods, for which the guarantee is not provided.

17.2. The warranty does not apply to: (i) obvious defects or hidden defects that the Client did not claim without undue delay after taking over the goods and putting them into operation, (ii) defects that arose after the risk of damage to the goods passed, (iii) defects that were caused by external events through no fault of Digram-Ing that could not be averted, (iv) defects that were caused as a result of improper handling or handling of the goods in violation of the instructions for use, instructions or documentation, (v) defects that were caused by improper storage of the goods, (vi) defects that were caused by failure to comply with the prescribed maintenance and adjustment intervals, (vii) normal wear and tear, or (viii) if the Client modifies or processes the goods and the defect was already apparent before these modifications or processing.

17.3. Defects in quantity are considered to be defects in delivery when the actual quantity of goods delivered does not correspond to the quantity stated in the accompanying documents. In order to determine whether the delivered goods do not exhibit quantitative defects, the Client shall inspect the goods immediately upon receipt. The Client shall enter any defects found (differences in quantity, assortment) in the transport or delivery note, or make a record with the

participation of the carrier's representative in the case of personal collection of the goods. These documents are a necessary condition for the proper filing of a complaint and are an integral part of the Notice of Complaint. Without these documents, the complaint cannot be filed and the Client's claim will be rejected. Unless otherwise stated in these terms and conditions, the Client shall file a complaint for quantitative defects no later than 7 (seven) days from receipt of the goods, otherwise the rights from liability for these defects shall lapse. In the case of personal collection of the goods, the Client shall file a complaint for "quantitative defects" no later than upon collection of the goods. Based on a justified complaint of a "quantitative defect", the Client is entitled to exercise the right to delivery of the missing goods or a discount on the purchase price. The Client is obliged to provide Digram-Ing with a 30-day period and the necessary cooperation for additional performance.

17.4. To determine quality defects, it is decisive whether the goods have the properties agreed upon in the contract and these Terms and Conditions, i.e. whether they comply with the standards and technical parameters stated in the contract or in the valid technical sheets of the manufacturer and specified for individual items. The Client shall claim quality defects without undue delay after their discovery, or after the time when they could and should have discovered them by exercising professional care, but no later than the end of the warranty period, if agreed. In the event that the delivered goods show obvious quality defects upon receipt of the goods, the Client is obliged to enter this finding into the transport or delivery note, or to make a record with the participation of the carrier's representative in the event of personal collection of the goods. Digram-Ing is obliged to notify the Client, no later than 60 days after delivery of the Notice of Complaint, whether it accepts the complaint or for what reasons it rejects it. In order to decide on the complaint, Digram-Ing is entitled to inspect the goods complained about or have them inspected by an authorized person. In the statement on the complaint, Digram-Ing will also state whether it requests the goods complained about to be returned or whether it agrees to their disposal. In the event that a professional

- expert assessment of the complaint is necessary (state testing laboratory, manufacturer), the period for commenting on the complaint is extended by 60 (sixty) days or by a longer period if this is necessary to receive the results of the expert assessment. In the event of a justified complaint of a removable defect, Digram-Ing is obliged to remove the defect at its own expense within a period of no later than 30 (thirty) days from the acknowledgement of the complaint. In the event of non-removable defects that prevent the use of the goods, Digram-Ing will satisfy the Client's claims in one of the following ways, at its option:
- a) By exchanging defective goods for perfect goods. The client is obliged to provide Digram-Ing with the necessary time and cooperation for additional performance;
 - b) A reasonable discount on the purchase price.
- 17.5.** In the event of a justified complaint about defects that cannot be removed but do not prevent the use of the goods, Digram-Ing will provide the Client with a discount on the purchase price in an amount corresponding to the nature of the defect complained about. The nature of the defect complained about and the amount of the discount on the purchase price will be determined by Digram-Ing.
- 17.6.** Goods that are the subject of a complaint may be sent by the Client (Orderer) to Digram-Ing only with the written permission of Digram-Ing.
- 17.7.** The quality guarantee as well as all other rights arising from defective performance belong only to the Client and may not be transferred or assigned to another person without the written consent of Digram-Ing.
- 18. INTELLECTUAL PROPERTY / CONFIDENTIALITY / DATA PROTECTION / OTHER ARRANGEMENTS**
- 18.1.** If Digram-Ing provides or uses any intellectual property rights for the purposes of fulfilling the contract, Digram-Ing is responsible for ensuring that these intellectual property rights do not in any way interfere with the rights of third parties.
- 18.2.** Digram-Ing reserves the ownership and copyright of drawings or other documents; these items may not be provided by the Client to third parties without the
- express written approval of Digram-Ing. Technical and commercial documentation, product design and related costs may change according to new experience and technological improvements.
- 18.3.** We reserve the right to make changes to the design due to further technical and technological developments. Data regarding dimensions, weight, etc. are subject to production and technological deviations.
- 18.4.** In the event that any intellectual property rights object is delivered to the Client under the contract, Digram-Ing provides the Client with the right to exercise the right to use such intellectual property object, within the meaning of the Copyright Act, and the corresponding right to use all other intellectual property rights (" **License** "). The license is granted (i) free of charge, (ii) for the duration of the copyright, (iii) for the entire world, (iv) for any type of non-commercial use, and (v) in unlimited quantities.
- 18.5.** In the event that the performance requires the use of a copyrighted work to which Digram-Ing is not authorized to exercise property rights, Digram-Ing undertakes to obtain authorization to exercise these property rights from authorized third parties, including the right to grant a sublicense and assign a license to these copyrighted works. In such a case, Digram-Ing shall grant the Client a sublicense in relation to these third party copyrighted works to the same extent and under the same conditions under which Digram-Ing obtained the (sub)license from third parties.
- 18.6.** All information of a technical and contractual nature is confidential.
- C. SPECIAL PART – SUPPLIES OF SERVICES**
- 19. SCOPE**
- 19.1.** If the subject of the contract between Digram-Ing and the Client is the preparation/development of a static assessment, a structural design or similar performance (collectively referred to as " **design activity** "), the rights and obligations of the contracting parties are governed by this special part of the Terms and Conditions in addition to the general part of these Terms and Conditions.
- 20. RIGHTS AND OBLIGATIONS**

20.1. Digram-Ing undertakes to carry out the work, the subject of which is design activity, according to the concluded contract, with reasonable care and in due technical quality, and to deliver it to the Client in the agreed form and quantity.

21. COOPERATION

21.1. The Client undertakes to provide Digram-Ing with the necessary cooperation associated with the provision of documents and to participate in coordination meetings or consultations with Digram-Ing. The period of performance of Digram-Ing shall be extended accordingly by the period of delay of the Client in fulfilling this obligation.

22. SUBSTANCE AND OVERWORK

22.1. The Client is responsible for the accuracy and completeness of the submitted documents for the production of the work. Digram-Ing is not responsible for defects in the work that were caused by the use of the documents provided by the Client.

22.2. In the event that Digram-Ing incurs additional work due to a lack of cooperation on the part of the Client or other circumstances on the part of the Client (e.g. due to errors in the submitted data and/or documents and the need for repeated verification), the price will be increased by the additional work performed and the related expenses. Any modification of already agreed partial work or other required tasks will be invoiced in addition to the agreed price.

22.3. The above-mentioned tasks will be recorded in the " *Extra Work List* " document.

22.4. If the price for individual additional work is not determined in advance, Digram-Ing will invoice the Client for the costs incurred in carrying out the additional work as follows:

d) hours worked in man-hours: 1500,-
CZK excluding VAT:

23. COMPLAINT

23.1. In the event of a complaint, in addition to the general part of these Terms and Conditions, Article 16 of Part B of these Terms and Conditions shall also apply,

with the exception of Article 16. 1. of Part B of these Terms and Conditions.

24. COPYRIGHT

24.1. In the event that, in connection with the performance of a contract, the subject of which is design activity, a copyright work is created pursuant to Act No. 121/2000 Coll., the Copyright Act, as amended (hereinafter referred to as the “**Copyright Act**”), to which Digram-Ing has copyright rights, in particular exclusive property rights pursuant to the provisions of Section 12 et seq. of the Copyright Act, this is a work to order pursuant to Section 61 of the Copyright Act. In order to regulate the rights and obligations related to copyright, Digram-Ing grants the Client the following license pursuant to the provisions of Section 2358 et seq. of the Civil Code. The remuneration for providing the following license is included in the price of the work:

- a. Digram-Ing grants the Client a non-exclusive license, unless otherwise agreed;
- b. The client is not entitled to transfer the license to a third party without the written consent of Digram-Ing; The Client is entitled to grant the authorization forming part of the license (hereinafter referred to as a “**sublicense**”) to third parties only if they are persons subject to the unified management of the Client.
- c. Digram-Ing grants this license to the following extent:
 - the territorial scope of the license is not territorially limited,
 - the quantitative scope of the license is limited to the quantity that is customary for the work given the manner of its use,
 - The license period is not limited.

In Brno on: 1.1.2026

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Daniel Nedbal, executive director