

General Terms and Conditions of Zatist, s.r.o.

1. GENERAL PROVISIONS

(1) These General Terms and Conditions of Business and Delivery of Zatist, s.r.o. (the “GTC”) govern the rights and obligations of Zatist, s.r.o. as the seller/provider (the “Contractor” or the “Seller”) and of its customers (the “Customer” or the “Buyer”) in B2B business relationships. The GTC form an integral part of every contract or order that expressly refers to them, unless agreed otherwise.

(2) In the event of a conflict, individual arrangements set out in the contract or in a confirmed order shall prevail over the GTC. Any differing terms and conditions of the other party are excluded; they do not become part of the contract, not even by implied conduct.

(3) The Contractor shall notify the Customer of any amendments to the GTC in writing or electronically. If the Customer raises no objections within six (6) weeks of delivery of the notice, the amendments shall be deemed accepted; the Customer shall be expressly advised of this consequence.

(4) The parties exclude the application of Sections 1740(3), 1751, 1799 and 1800 of the Civil Code. The parties shall not be regarded as the weaker contracting party.

2. DEFINITIONS

“Goods”: products supplied by the Contractor, including radioactive sources and related accessories.

“Services”: installation, dismantling, repairs, leak (integrity) tests, refilling, cleaning, decontamination, storage, transport and other activities under the contract.

“Permits”: all authorisations and opinions required by law (in particular those of the State Office for Nuclear Safety (SÚJB), under ADR and related regulations).

3. CONCLUSION OF THE CONTRACT, QUOTATIONS AND ORDERS

(1) The Contractor’s quotations are non-binding unless expressly stated otherwise. Technical drawings and illustrations are indicative unless marked as binding. Title to and copyright in the quotation documents belong to the Contractor.

(2) The contract is concluded upon confirmation of the order by the Contractor; if no confirmation is sent, the contract is concluded by delivery of the Goods and delivery of the invoice, provided that the relevant Permits have been obtained.

(3) Where required by law, the effectiveness of the contract is subject to submission of the Permits and of the statements of the competent authorities; if the Customer commences performance before they are submitted, it bears the risk that the contract will not be concluded and the related costs.

4. ANTI-CORRUPTION CLAUSE, COMPLIANCE AND ETHICS

(1) The parties declare that they will comply with all legislation on the prevention of corruption and with internal rules relating to ethical conduct, conflicts of interest, gifts and transparency. Each party shall maintain a mechanism for the anonymous reporting of unethical conduct and undertakes to inform the other party without undue delay of any breach of this clause.

(2) In justified cases the Contractor is entitled to audit the other party’s compliance with this clause; the

Customer is obliged to provide the necessary cooperation.

5. PRICES AND PAYMENT TERMS

(1) Prices are exclusive of VAT, customs duties, packaging, insurance and transport, unless agreed otherwise. Taxable supplies are governed by the applicable legislation. Invoices must state the identification of the contract/order and be accompanied by a delivery note confirmed by the Customer, where relevant to the nature of the performance.

(2) Unless agreed otherwise, invoices are payable within fourteen (14) calendar days of the date of delivery of the invoice. The date of payment is the date on which the amount is debited from the Customer's account. In the event of default, the Contractor is entitled to statutory default interest and to reimbursement of reasonably incurred costs of recovery; the Contractor is entitled to suspend performance until all due liabilities have been settled.

(3) Payments made by the Customer may be applied first to the oldest outstanding receivables. Set-off or a right of retention on the part of the Customer is permissible only in respect of undisputed claims or claims awarded by a final and binding decision.

6. DELIVERY AND TRANSPORT TERMS

(1) Delivery periods are indicative unless expressly agreed as fixed. The reference date is the confirmation of the order or the crediting of the advance payment, where agreed. Partial deliveries are permitted.

(2) The Customer shall ensure that the Goods are taken over by a person authorised under the applicable law, including ADR. If a delay occurs on the part of the Customer, the risk of damage passes upon notification of readiness for dispatch; the Contractor may charge reasonable costs (e.g. storage fees).

(3) Unless the order confirmation provides otherwise, the delivery terms under Incoterms 2020 shall apply.

7. PACKAGING, MARKING AND TECHNICAL DOCUMENTATION

(1) The Goods shall be packed and secured for transport in a manner corresponding to their nature and to the applicable legislation (in particular the Act on Packaging and related EU regulations). The packaging shall be marked at least with the designation, delivery address, order number and details of the quantity/weight. The delivery note shall be attached to the outside of the packaging to allow prompt inspection.

(2) Where performance is based on drawing documentation or where the nature of the Goods so requires, the Seller shall deliver, together with the performance, the technical documentation in the Czech or English language (certificates, drawings, data sheets, declarations of conformity, etc.). Without the handover of the prescribed documentation, the performance shall be deemed incomplete and no entitlement to payment of the relevant part of the price shall arise.

8. RETENTION OF TITLE AND PASSING OF RISK

(1) The Goods remain the property of the Seller until the purchase price has been paid in full. Any processing of Goods owned by the Seller is carried out on its behalf; if a new item is created, the Seller becomes its owner/co-owner in proportion to the values involved.

(2) The Customer is entitled to resell the Goods in the ordinary course of business; receivables arising from

such resale and assigned to third parties are assigned by the Customer to the Seller in advance as security for the Seller's claims.

9. INSPECTION, DEFECTS AND WARRANTY

(1) The Customer is obliged to inspect the Goods without undue delay after taking them over. Apparent defects shall be notified within three (3) calendar days; latent defects without undue delay after their discovery. Transport damage shall be reported to the carrier upon takeover.

(2) The Contractor warrants that, at the moment of the passing of risk, the Goods are free from defects in material and conform to the agreed quality; in the case of installation, also that the installation has been carried out correctly. Unless agreed otherwise, the Contractor provides a warranty of twenty-four (24) months from handover, unless a special regime applies (radioactive sources and related equipment as specified).

(3) The warranty does not cover defects caused by unauthorised interventions, improper use, breach of operating instructions or of the duty of care, accident or wear and tear. In the case of a justified complaint, the Contractor shall, at its discretion, remedy the defect or supply replacement Goods within a reasonable period; a price discount or withdrawal may be considered if subsequent performance fails.

10. INTELLECTUAL PROPERTY RIGHTS AND NON-INFRINGEMENT WARRANTY

(1) The Contractor declares that the delivery and customary use of the Goods will not infringe the intellectual property rights of third parties. If a third party asserts a claim for infringement, the Contractor shall provide the Customer with adequate protection (defence or settlement) and shall compensate any damage demonstrably incurred in causal connection with such infringement, unless the infringement was caused by requirements or documents provided by the Customer.

11. SERVICES – RADIOACTIVE AND OTHER

(1) The Services include work on both radioactive and non-active products of the Customer, including installation/dismantling, repairs, leak (integrity) tests, refilling, cleaning, decontamination, storage, transport and other activities. The results of radioactivity and emission measurements carried out by the Contractor are binding for the determination of levels and procedures.

(2) All sealed sources received shall be checked for contamination after takeover. Repairs of leaks and damage, modifications and refilling of radioactive sources shall be carried out by the Contractor upon request; losses of radioactive substances resulting from the condition of the source or occurring during modifications may be invoiced up to the agreed amount.

(3) Suitable and approved packaging (ideally the packaging used for the delivery) must be used for the return of radioactive substances. Upon request, the Contractor may lend suitable packaging for a fee; the Customer shall submit evidence of the suitability of any other packaging for written confirmation by the Contractor.

(4) The Contractor further provides services in the field of non-destructive testing (VT, MT, PT, UT, RT, ET), technical inspection of equipment, welding, locksmith work and inspection activities. These activities may involve radiation practices under the Atomic Act No. 263/2016 Coll., in particular the obligations under Sections 9 and 60–62 and the radiation protection rules.

12. WASTE MANAGEMENT

(1) When handling waste arising in connection with the performance, the Contractor is obliged to proceed in accordance with the applicable legislation (in particular the Waste Act and related decrees). Particular care shall be devoted to hazardous and selected waste; a breach of these obligations gives rise to an obligation to compensate the damage and the penalties incurred in causal connection therewith.

13. LIABILITY AND COMPENSATION FOR DAMAGE

(1) The Contractor's liability for damage caused by negligence is limited to the typical, foreseeable damage; this limitation does not apply to harm to life and health, to intent or gross negligence, or to statutory strict liability. The same applies to persons used by the Contractor to render the performance.

(2) If either party breaches an obligation, the parties shall use their best efforts to settle the compensation for damage out of court. No obligation to compensate damage arises if the failure to perform the obligation was caused by the conduct of the injured party or by a lack of its cooperation.

14. FORCE MAJEURE

(1) Neither party is liable for a failure to perform an obligation if such failure was caused by an extraordinary, unforeseeable and insurmountable obstacle beyond its control. Force majeure includes in particular natural disasters, wars, uprisings, strikes, decisions of public authorities, state interventions, extensive infrastructure failures, explosions or other serious operational disruptions. The party affected by force majeure shall inform the other party without undue delay and shall use every effort to avert the consequences.

15. DETERIORATION OF THE CUSTOMER'S FINANCIAL SITUATION

(1) If, after the conclusion of the contract, the Contractor becomes aware of circumstances giving rise to doubts about the Customer's solvency (in particular repeated enforcement proceedings or insolvency proceedings), it is entitled to require an advance payment or adequate security; if the Customer fails to comply with this requirement within the period granted, the Contractor may withdraw from the contract.

16. PERSONAL DATA PROTECTION (GDPR)

(1) The controller of personal data is Zatist, s.r.o. Processing is carried out in accordance with the GDPR and Act No. 110/2019 Coll. Purposes: performance of the contract; legal obligations (in particular in the area of handling radioactive sources, record-keeping, radiation protection and ADR); legitimate interests (security, prevention of damage, evidencing performance); and, where applicable, consent.

(2) Legal bases: Article 6(1)(b), (c) and (f) GDPR and, where necessary, point (a). Categories of data: identification and contact data, qualifications/authorisations for handling radioactive substances, data necessary for the fulfilment of obligations, and communication records. Recipients: contractual partners, carriers, public authorities (in particular SÚJB, customs and supervisory authorities) and providers of mandatory services. Retention periods: for the duration of the contract and for the statutory periods.

(3) Security measures: access management, encryption, logging and training. Rights of data subjects: access, rectification, erasure, restriction, objection, portability and the right to lodge a complaint with the

Office for Personal Data Protection (www.uoou.cz). High risk: the Contractor shall carry out a DPIA pursuant to Article 35 GDPR. Contact: posta@zatist.cz.

17. COOKIES, ePRIVACY AND COMMERCIAL COMMUNICATIONS

(1) The storage of cookies and similar technologies is governed by the legislation on electronic communications; necessary cookies may be used without consent, whereas analytical and marketing cookies may be used only on the basis of active consent (opt-in). Commercial communications are sent on the basis of consent or under the soft opt-in regime, with the option to unsubscribe at any time.

18. WITHDRAWAL FROM THE CONTRACT

(1) Either party is entitled to withdraw from the contract in the event of a material breach of the contract by the other party. A material breach is in particular: a delay by the Customer in payment of the price exceeding 30 days after a written notice; a delay by the Contractor in the delivery of the Goods or of the documentation necessary for their use; a delay in remedying defects exceeding 14 days after notification of the defect, unless the defect prevents operation, in which case the defect must be remedied without undue delay. Withdrawal takes effect upon delivery and must state the specific reason.

(2) Withdrawal does not affect the provisions on compensation for damage, contractual penalties, choice of law and dispute resolution, nor any arrangements which, by their nature, are to survive the termination of the contract. If rights have been secured, withdrawal does not affect such security.

19. CONTRACTUAL PENALTIES AND DEFAULT INTEREST

(1) Where a contractual penalty is expressly agreed, the right to compensation for damage exceeding the contractual penalty remains unaffected. Unless agreed otherwise, in the event of the Customer's default in payment, the Contractor is entitled, in addition to statutory default interest, to a contractual penalty of 0.05% of the amount owed for each day of delay.

(2) Contractual penalties for late delivery or other penalties shall apply only if they have been expressly agreed in the contract.

20. ASSIGNMENT OF RIGHTS AND CHANGE OF CIRCUMSTANCES

(1) The Customer is not entitled, without the prior written consent of the Contractor, to assign its rights and obligations under the contract or any receivables against the Contractor; a breach gives rise to an obligation to pay a contractual penalty of 30% of the nominal value of the assigned receivable. The Contractor is entitled to assign its rights and obligations to a third party.

(2) The Customer assumes the risk of a change of circumstances within the meaning of Section 1765 of the Civil Code.

21. DISPUTE RESOLUTION, GOVERNING LAW AND LIMITATION PERIOD

(1) The parties shall use their best efforts to resolve any dispute out of court. If the dispute cannot be settled amicably, it shall be decided by the general court having jurisdiction over the Contractor's registered office. The legal relationships are governed by the law of the Czech Republic, to the exclusion of the CISG.

(2) Pursuant to Section 630 of the Civil Code, the limitation period for all rights under the contract is

extended to four (4) years from the commencement of the limitation period; this arrangement applies to both parties and also to rights arising from withdrawal.

22. FINAL PROVISIONS

(1) The invalidity or ineffectiveness of any individual provision shall not affect the validity of the remaining provisions; the parties shall replace it with an arrangement closest to the intended purpose. Effective date:

1 January 2026

(2) In case of discrepancy, the Czech version shall prevail.