



# General Trading Conditions of Purchase

entered into as defined in § 1751 subpar. 1, Act No. 89/2012 Coll., Civil Code, as amended  
(the "Civil Code" hereinafter)

of trading company

## **Parker Hannifin EMEA Sarl**

with the registered office at La Tuilière 6, CH-1163 Etoy, Switzerland

(the above named trading company further referred to as "Parker", and these General Trading (Purchase) Conditions of Parker further referred to as the "GTC")

### **1. Sphere of action**

1.1 The present GTC adjust mutual rights and obligations resulting from any and all purchase agreements entered into by and between Parker as the buyer on one side, and a third person as the seller on the other side (the "Partner" hereinafter), including general purchase agreements and purchase subcontracts concluded on the basis of these general purchase agreements, the subject of which is purchase (acquisition) of commodity by Parker from Partner (the "Contracts" hereinafter). All rights and obligations of Parker and Partner from Contracts that are not explicitly and/or otherwise adjusted in relevant Contract, shall be governed by the present GTC to the extent to which relevant affairs are not treated even by the present GTC, by the general legal regulations within the scope of powers of these.

### **2. Terms of Purchase of goods**

#### **2.1 General terms**

2.1.1 Parker place orders of commodity at Partner by means of a written and/or fax and/or email and/or phone order. Partner is obliged to confirm any such order to Parker immediately in writing and/or fax and/or email which means that Parker and Partner enter into Contract.

2.1.2 If general Contract is entered into by Parker and Partner, even in case such general Contract is terminated for any reason and by any Party to it, Parker shall be in any case bound only by orders that were received (accepted) by Partner by the time of such general Contract termination, and based on which a subcontract was already concluded prior to the termination of the effectiveness of the aforementioned general Contract. Differently from the provision of the above clause it is agreed explicitly that any commodity based on orders placed by Parker during the effectiveness of the aforementioned general Contract, no matter that not yet accepted by Partner, Partner shall deliver to the conditions stipulated in such general Contract and order of Parker, unless otherwise agreed in writing.

#### **2.2 Price and payment terms**

2.2.1 Purchase prices of commodity stated in Parker's order are fixed and final prices as long as they correspond with the price arrangements between Parker and Partner. Unless otherwise specified in the order, prices are inclusive of all costs and expenses incurred by Partner including but not limited to all packaging, insurance, carriage, delivery costs and any costs, duties, levies, taxes, tariffs or other charges associated with the import and export of the goods or services. In annual or frame orders, or – more precisely – general Contracts, Partner will be notified of the accurate quantity to be delivered based on these general orders or general Contracts. Commitments of Parker shall be governed by specifications in individual suborders. The validity of yearly or – more precisely – general orders or general Contracts prolongs automatically, always by 12 months unless the other contracting party (i.e. according to the circumstances to Parker or to Partner) receives a written termination notice latest 8 weeks prior to the expiry of the effectiveness or, more precisely, to another extension of relevant general order or, more precisely, general Contract.

2.2.2 Parker undertakes to pay the purchase price of commodity to Partner based on an invoice issued by Partner. Partner undertakes to issue the invoice and deliver it to Parker always within 3 weeks at latest from the date of proper fulfilment of Contract, i.e. following the day when the commodity is delivered in accordance with the Contract. Partner is however not authorized to issue an invoice before the due fulfilment of Contract. Invoice is delivered by registered post and not along with the commodity. The invoice must state the number of order. If any invoice issued by Partner does not contain all the information required by the law and/or Contract and/or the present GTC, and/or is factually incorrect (especially in terms of the amount charged), Parker is entitled to return the invoice to Partner for correction within the invoice due term. In such case, a

new payment term of the invoice in the original duration begins upon the delivery to Parker of a corrected invoice by Partner.

2.2.3 As per their own discretion, Parker is authorized to pay any invoice to Partner within:

- (a) 20 days upon the delivery of the invoice to Parker, and Partner is in such case obliged to provide Parker with a 3% discount; or
- (b) within 60 days net upon the delivery of the invoice to Parker.

The term stated above in this article under (b) is between Parker and Partner considered the payment term of invoices according to Contract. The date of payment of relevant invoice is the date when the invoiced amount is written off the Parker's account. The place of payment fulfilment is thus always the Parker's registered office.

2.2.4 Partner is not authorized to request partial clearance without the prior written approval of Parker.

2.2.5 Should Partner fail to meet any of their obligations resulting from Contract or orders, Parker is entitled to suspend payments to Partner until all obligations are duly performed. For this period, Parker shall not be considered in a delay with payment of the invoices.

## 2.3 Performance terms, delivery of commodity

2.3.1 Partner is obliged to supply the commodity to Parker on the date agreed in Contract, otherwise in terms defined in the regulations contained in Civil Code. However, Partner is not entitled to supply the commodity before such date without prior written consent of Parker.

2.3.2 Partner is obligated to deliver the commodity at the time defined in article 2.3.1. of the present GTC to the registered office of Parker, unless a different place of delivery is explicitly stated by Parker. The method of transport shall be agreed between Parker and Partner – specifically with the purchasing department of Parker. Transport of commodity shall be provided by Partner to the delivery location. The transport of commodity is included in the commodity price. Partner is obliged to insure the commodity at their own expenses.

2.3.3 Straight after dispatching the commodity, Partner is obliged to send a notice to Parker of dispatching the commodity, stating an accurate order number. Bills of lading, delivery slips from parcels and delivery notes must contain all information that is required by relevant regulations and that is common. Delivery of commodity must take place between 7:00 and 15:00. On Saturdays, Sundays and public holidays the commodity shall not be accepted. Unpacked metal parts have to be protected by oil or lubrication against corrosion.

2.3.4 Delivered commodity must comply with the materials related to the delivery, particularly with drawings, specifications, descriptions, or – more precisely – samples. Partner is obliged to provide the commodity, which Act No. 22/1997 Coll., on technical requirements for products, and on change and supplement of certain acts, as amended, applies to, with declaration of conformity within the meaning of the aforementioned Act and all applicable law. If the commodity is a chemical substance or preparation, Partner is obliged to attach safety data sheets to the delivery within the meaning of all applicable law. The commodity is always delivered packed, whilst the packing fee is already included in the purchase price of the commodity. Packaging will be provided by Partner without any claim for return. Every packed piece shall be identified with a number, part number and quantity. Containers (packaging) must be identified in compliance with legal requirements. All commodities shall be clearly identified by Partner as a commodity intended for Parker. Partner further undertakes that the supplied commodity conforms to all relevant quality and certification standards.

2.3.5 Materials to the delivered commodity, dispatch invoice, dispatch order, bill of lading have to contain (especially the invoice (as per the article 2.2.2 of the present GTC) Parker's order number. Delivery shall be considered completed at the moment when Parker confirms in writing that they took it over without reservations, and the delivered commodity shows no defects or backlogs. Parker is not obliged to accept commodity that features any defects or backlogs, and even if they do so, this act does not either constitute acceptance of commodity without defects or backlogs, or this fact does not affect any claims or rights that Parker has based on Contract or the general legal regulations in relation to defects of commodity.

2.3.6 In retrospective deliveries that occur in case of late reworks, Partner shall state a corresponding note on delivery notes and invoices; Partner is also obliged to state rejects.

- 2.3.7 Partner is not authorized to realize partial deliveries of commodities without the prior written approval of Parker.
  - 2.3.8 Should Partner be delayed with the delivery of Commodity, Partner undertakes to pay a contractual penalty to Parker in the amount of 0.05% of the price of Commodity Partner is in default with, for each day of the delay. The above provision does not affect Parker's right for damage compensation in full extent.
  - 2.3.9 Partner shall notify Parker no less than 60 days prior to the discontinuation of or change in any commodity. In the event of any such discontinuance or change, Parker will have the option to terminate the relevant Contract without incurring any liability to Partner as a result of such termination. If any discontinuance or change occurs without prior written notice to Parker, Parker can hold the Partner responsible for costs related to such discontinuance or change.
- 2.4 Ownership right, transfer of risk of damage to commodity
- 2.4.1 Risk of damage to commodity and ownership right to commodity shall be transferred to Parker once the commodity is delivered, whilst the ownership of all commodities to be supplied shall be free of any rights of burden or third parties' rights.
  - 2.4.2 The ownership and intellectual property rights of Parker to models, tools, samples, drawings or other materials that Parker provides Partner with in order to perform Contract shall remain unaffected. Partner is only authorized to use these within Contract, and undertakes explicitly not to provide access to these materials to third persons in any manner whatsoever, or to reproduce them. Based on the first request of Parker, Partner shall return immediately all these materials to Parker, not leaving any of their copies in their possession. Partner is not authorized to use the trademarks of Parker without the prior written approval of Parker. The commodity produced accordingly with the Parker's technical templates (particularly drawings or technical specifications) may not be forwarded to third parties without the prior written approval of Parker.
  - 2.4.3 If Parker provides any object to Partner in order to satisfy any of Partner's obligations based on Contract (including the materials listed under 2.4.2. hereof), the risk of danger of damage on handed over objects taken over by Partner shall be transferred to Partner at the moment of such takeover. Parker recommends that adequate insurance agreements are entered into.
- 2.5 Liability for defects of commodity, guarantee
- 2.5.1 Partner shall be held liable for any defects of the commodity within the intentions of Civil Code, and further within the guarantee provided to the commodity, as is stated herebelow. Parker is not obliged to inspect the commodity pursuant to § 2104 and 2105, Civil Code, whilst exclusion of this liability does not affect legal claims of Parker from commodity defects.
  - 2.5.2 Partner is obliged to make sure that the delivered commodity does not have any legal defects as at the delivery date. In case of lawsuit resulting from breaching third parties' intellectual property rights, Partner undertakes to attend the lawsuit at their own expenses on the side of Parker. Partner further undertakes to reimburse Parker for any loss that Parker may suffer in consequence of breaching the Partner's obligation defined in the first clause of this paragraph.
  - 2.5.3 Partner provides quality guarantee for the commodity delivered to Parker in a (minimum) duration of 12 months from the day when the commodity, free of any defects and backlogs, is taken over by Parker. Quality guarantee relates always to contractual characteristics and/or contractual purpose of commodity usage, if agreed. If the commodity is reworked and/or defective commodity (or any parts of it) replaced with perfect (i.e. substitute) upon a complaint lodged by Parker, then a new warranty term begins for the reworked and/or replaced commodity (commodity parts) in the original duration.
  - 2.5.4 From the time of lodging a complaint on commodity by Partner until due settlement of the complaint by Partner the warranty term for the commodity is not on.
  - 2.5.5 In case of Partner's liability for commodity defects Parker has, either by virtue of Partner's liability for commodity defects covered by (legal) liability for defects of commodity according to Civil Code, or for defects of commodity covered by guarantee, as per their sole discretion and their own choice (a) right to remedy of commodity defects by delivering replacement commodity, by delivering missing commodity, removal of defects by commodity rework, (b) right to request a reasonable discount from the purchase price of the commodity. The contracting parties consider undisputable that the right of choice between the claims stated in the above clause shall always be with Parker. If defective commodity is replaced, Parker is not obliged to return the replaced commodity to Partner as long as the commodity defects are found only during the processing.

2.5.6 If Parker lodged a complaint with Partner on the occurrence of commodity defects (no matter if for Partner's liability for commodity defects covered by (legal) liability for commodity defects according to Civil Code, or for commodity defects covered by guarantee), as is stated in article 2.5.5. hereof, Partner undertakes to settle the complaint lodged by Parker in a way selected by Parker, as per the article 2.5.5. par. (a) - (b) hereof, latest within 10 days following the due lodgement of complaint by Parker. Should Partner be delayed with due settlement of the complaint on commodity by Parker within the intentions of the above clause, Partner undertakes to pay a contractual penalty to Parker in the amount of 0.05% of the purchase price of the complained and defective commodity for each day of the delay. The above provision does not affect Parker's right for damage compensation in full extent. Should Partner be in a delay with the settlement of a complaint on the commodity lodged by Parker by more than 3 days, Parker is also authorized to remove the defects of commodity themselves, and/or with the assistance of third parties at the expense of Partner.

## 2.6 Other provisions

2.6.1 Partner undertakes to notify Parker of any and all foreseeable circumstances limiting the production and provision of material, or any other non-controllable circumstances that may prevent Partner from due and timely delivery of the commodity.

2.6.2 Partner is not authorized to perform Contract by means of a contractor without the prior written approval of Parker.

2.6.3 The information provided to Partner by Parker in association with Contract and orders shall be considered confidential. Partner undertakes under any circumstances not to breach the trade secret relating to Contract and Parker's orders they learn in association with their business relationship. Partner undertakes to provide for keeping the confidentiality of information and trade secret even by third persons which cooperate with Partner in settlement of specific order of Parker. The obligation of keeping confidentiality/secret does not apply to information that was demonstrably known to Partner already prior to their disclosure by Parker, which was announced or made available by third persons in harmony with legal regulations, which is generally known or accessible, or which becomes generally known or accessible without the Partner's doing, which was demonstrably produced within own independent development, or which has to be published based on legal regulations or court verdicts.

2.6.4 Should Partner breach any of their liabilities stated in article 2.4.2. or in article 2.6.3. hereof, Partner undertakes to pay a contractual penalty to Parker in the amount of 300,000 CZK for every single breach. This provision does not affect the right of Parker for damage compensation to full extent.

2.6.5 With the exception of preserving all legal or contractual claims and without prejudice to article 2.6.8 of these GTC, Parker is entitled to withdraw from Contract, in full or in part, in the below specified cases, besides other reasons adjusted in Civil Code:

(a) should Partner be twice or more times in delay with the performance of any of their obligations resulting from Contract;

(b) should Partner be in delay with removal of commodity defects in a way defined in article 2.5.5. par. (a) - (b) hereof, for over 14 days;

(c) should Parker not be entitled or capable of accepting the commodity due to reasons not to be blamed for;

Natural disasters, official measures, dropouts at work (strikes and lockouts), failures in service and service restrictions, as well as other circumstances caused by a Force Majeure event that may lead to reduction of the Parker's consumption, or prevent Parker from transport or takeover of the commodity ordered by Parker, shall exempt Parker from the obligation to take the commodity for such period as the Force Majeure event subsists. The claims of Partner for mutual fulfilment, as well as for damage compensation, are excluded in this case.

(d) should Partner not be able to duly fulfil Contract in consequence of a Force Majeure event, and the circumstances creating the Force Majeure acting last over 30 days, without Partner not having any right for any type of settlement.

If the commodity cannot be taken or transported throughout a Force Majeure event duration, Partner is obliged, upon Parker's request, to store the commodity at their own risk and expenses.

2.6.6 The Partner further undertakes to fully comply with rules stated in Parker Global Code of Conduct as published on [www.parker.com](http://www.parker.com).

- 2.6.7 Partner warrants that the commodities supplied hereunder will have been produced or provided in compliance with, and Partner will comply with, all applicable laws, orders, rules, regulations, ordinances and conventions, including without limitation, those that relate to equal employment opportunity, wages, hours and conditions of employment, discrimination, occupational health/safety, motor vehicle safety, environmental matters, and anti-bribery. At Parker's request, Partner shall certify in writing its compliance with the foregoing. Partner shall indemnify and hold Parker harmless from and against any loss, cost, damage, expense or liability claim (including attorney fees and other costs of defense) arising from or relating to Partner's breach or violation of this clause.
- 2.6.8 If a change in applicable law or the introduction of any law occurs which renders some or all of the activities of a party in connection with a Contract illegal or unlawful then Parker may terminate that Contract immediately by giving written notice to that effect to the Partner, in which case the Partner will refund any monies already paid by Parker to the Partner under that Contract.
- 2.6.9 No commodities supplied hereunder shall contain any mineral that directly or indirectly finances any armed group that has been identified as a perpetrator of human rights abuses, including without limitation those defined as conflict minerals in the rules issued under Section 13(p) of the US Securities Exchange Act of 1934 (Dodd-Frank Act).
- 2.6.10 2.6.1 Partner guarantees that no commodities supplied hereunder shall contain any iron or steel that originated in Russia or was exported from Russia, or otherwise in any manner that contravenes Article 3g (1) (d) of Regulation (EU) No 833/2014 listed in Annex XVII (List of iron and steel products referred to in Article 3g); or the UK Russia (Sanctions) (EU Exit) Regulations 2019, as amended, Chapter 4CA. Partner further agrees to maintain proof of the country of origin of the iron and steel commodities and intermediate products used for processing commodities supplied within Harmonized Tariff Schedule Chapter 72 and 73 hereunder, and to provide such documentation promptly to Parker upon request.
- 2.6.11 The Partner will, at no extra cost to Parker, provide such information, data, assistance and co-operation to Parker in relation to the goods or services to be supplied that Parker may reasonably request in order to enable Parker and/or any company in its supply chains to comply with its legal and regulatory obligations in relation to such goods (or any constituent part) and services, including but not limited to such obligations arising under REACH (Regulation (EC) NO 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals) and/or any similar or equivalent regime operating in any relevant jurisdiction including the United Kingdom.
- 2.6.12 Partner warrants that:
- (a) Partner has not paid, offered, promised to pay, or authorized, and will not pay, offer, promise to pay, or authorize the payment directly or indirectly of any monies or anything of value (services, gifts, gratuities, kickbacks, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a supplier to Parker.
  - (b) Partner has not paid, offered, promised to pay, or authorized and will not pay, offer, promise to pay, or authorize the payment, directly or indirectly of any monies or anything of value to (1) any person or firm employed by or acting for or on behalf of any customer, whether private or governmental, or (2) any government official or employee or any political party or candidate for political office or a political party official, for the purpose of influencing any act or decision or inducing or rewarding any action in order to secure any improper advantage in the conduct of business.
  - (c) Partner has not made, and will not make, any improper payments, directly or indirectly, including without limitation facilitation payments, bribes or kickbacks.
  - (d) Partner has established and will maintain an effective business ethics and compliance program and procedures to prevent corruption and insure compliance with all applicable laws and regulations pertaining to corruption and bribery.
  - (e) Partner will promptly disclose to Parker in writing all pertinent facts regarding any violation, or alleged violation, of the aforementioned representation.
  - (f) At Parker's request, Partner shall certify in writing its compliance with the foregoing. Partner shall indemnify and hold Parker harmless from and against any loss, cost, damage, expense or liability claim (including attorney fees and other costs of defence) arising from or relating to Partner's violation of this clause.



- (g) Partner shall include this clause, or provisions of equivalent effect, in any lower tier subcontracts under this Order.
- 2.6.13 Partner represents that it has and will maintain the following types and amounts of insurance coverage and agrees to furnish certificates of insurance showing that Partner has insurance coverage in the following minimum amounts:
  - (a) Workers Compensation or local equivalent - Statutory limits for the country(ies) in which the work will be performed;
  - (b) General/Products Liability – not less than the local currency equivalent of USD 7,000,000 per occurrence. This limit requirement can be met through the combination of primary and umbrella liability insurance;
  - (c) Required only when Partner's vehicle will enter any of Parker's premises or if this is a Contract for the provision of transportation services: Automobile Liability - not less than the local currency equivalent of USD 1,000,000 (per any one accident);
  - (d) Required only for Contracts for the provision of Aerospace commodities: Aircraft Product Liability - not less than the local currency equivalent of USD 10,000,000 aggregate.
- 2.6.14 Said certificates of insurance shall set forth the amount of coverage, the number of the policy and the date of expiration. Upon Parker's request, Partner shall name Parker or its affiliated companies as an additional insured on its policies. If Partner is a self-insurer for workers compensation purposes, Partner shall provide Parker with a copy of the self-insured certificate issued by the country(ies) where work will be performed. Compliance by Partner with the insurance requirements stated in this clause shall not in any way affect Partner's duty to indemnify Parker.
- 2.6.15 If a Contract includes a sale of commodities manufactured in whole or in part to Partner's designs or specifications, Partner agrees to provide Parker, upon request, with a current certificate of product liability insurance and a supplier's endorsement naming Parker as an additional insured on Partner's policy.

### 3. Final and mutual provisions

#### 3.1 Force Majeure

- 3.1.1 Neither Parker nor Partner shall be held liable for a delay in performance that was caused by Force Majeure. A Force Majeure event does not include lack of staff or production materials or sources, strikes, breach of contractual provisions by third parties hired by Partner, financial difficulties of Partner or Parker, or incapability of Partner to provide for necessary legal or administrative permits or authorizations associated with the commodity to be delivered. Each of the Partner and Parker also agree that any change, event or occurrence arising out of or in connection with the decision of the United Kingdom to withdraw from the European Union will not constitute Force Majeure and the Partner is not permitted to rely on the relief set out in this article 3 or to any other relief howsoever arising if the Partner is delayed or prevented from delivering the goods or performing the services in accordance with the Contract as a result of any change, event or occurrence arising out of or in connection with the decision of the United Kingdom to withdraw from the European Union. Should the production of the commodity be disabled due to Force Majeure or strikes, Parker shall be exempted of their obligation to perform, and shall be authorized to withdraw from Contract.
- 3.1.2 Subject to article 3.1.1, Force Majeure and strikes exempt an entity that is affected by a Force Majeure event (i.e. Parker or Partner based on the circumstances), for the period and to the extent of the Force Majeure event, to perform contractual obligations. The party to Contract that is affected by a Force Majeure event, shall notify the other party, if the circumstances allow so, and adapt the performance of their obligations to changed conditions accordingly with their best awareness and will.

#### 3.2 Protection of personal data, indemnification, some consequences of withdrawal from Contract

- 3.2.1 Upon entering into Contract, Partner agrees that Parker is authorized to process and save all data they receive in association with the Contract performance, in order to keep a database of business partners, accordingly with legal regulations.
- 3.2.2 Without detriment to any other right or legal remedy resulting for Parker from Contract, order or legal regulations, Partner shall reimburse and protect Parker from damages, claims, losses, liability and expenses, including fees for attorney services, that directly or indirectly result from any breach and/or failure to meet Partner's statement, guarantees or obligations defined in Contract, legal regulations or orders.

- 3.2.3 Withdrawal from Contract does not affect the Parker's right or claim for damages or contractual penalty against Partner.
- 3.3 Assignment of rights and acceptance of obligations, Severability clause, Inclusion
  - 3.3.1 Without the previous written consent of Parker, Partner is not allowed to assign and/or transfer any of their rights or obligations from Contract, or any parts of these, to any third person. The provision of the above clause shall apply to the case of suspension of any liabilities of Partner towards Parker.
  - 3.3.2 If any of the provision of the present Contract becomes invalid or ineffective, the remaining provisions of the present GTC or Contract shall remain unaffected. Such invalid or ineffective provisions shall be replaced with such admissible provisions that are agreed upon the will of Parker and Partner as being as close as possible to the original ones.
  - 3.3.3 Without the prior written consent of Parker, Partner is not authorized to include unilaterally any of their receivables of Parker in any payable of Parker against Partner.
- 3.4 Liquidation and insolvency of Partner
  - 3.4.1 If an insolvency procedure is initiated against Partner, and/or Partner enters into liquidation, Parker is authorized to withdraw from Contract, and/or suspend the fulfilment of their obligations from Contract, until Partner duly fulfils all of their obligations from Contract, without Parker being obliged to reimburse Partner for any potentially suffered damages.
- 3.5 Changes and supplements to Contract
  - 3.5.1 Any changes hereof and supplements to Contract shall only have written form of numbered supplements to Contract. The requirements of written form shall be deemed satisfied also by a report in form of a fax or demonstrably delivered electronic mail.
- 3.6 Locally competent court and governing law
  - 3.6.1 All disputes arising from the Contract and/or in connection with it (including in relation to any non-contractual obligations) shall be finally decided with the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic according to its Rules by three arbitrators in accordance with the Rules of that Arbitration Court.
  - 3.6.2 These GTC, any Contract formed pursuant hereto and any non-contractual obligations arising out of or in connection with the same shall be governed by the legal order of the Czech Republic. Application of the United Nations Convention of 11.4.1980, i.e. the (Vienna) UN Convention on Contracts for the International Sale of Goods is excluded to the full extent.
- 3.7 Save as provided in article 2.6.8, no change, event or occurrence arising out of or in connection with the decision of the United Kingdom to withdraw from the European Union occurs, will:
  - 3.7.1 affect any of the Partner's obligations under these GTC or any Contract formed pursuant hereto;
  - 3.7.2 have the effect of altering or invalidating any term of these GTC or any Contract formed pursuant hereto or of discharging or excusing the Partner's performance under these GTC or any Contract formed pursuant hereto;
  - 3.7.3 permit the Partner to increase any of its prices or charges or to exercise any right or discretion to do the same;
  - 3.7.4 permit the Partner to alter delivery terms including but not limited to times, dates or location; or
  - 3.7.5 have the effect of terminating any Contract entered pursuant hereto or permit the Partner to exercise any contractual or other right of termination or give the Partner the right to vary any Contract.
- 3.8 Final provisions
  - 3.8.1 In these GTC:
    - (a) "**European Union**" means the Union established by the Treaty on European Union signed at Maastricht on 7 February 1992, as amended by any later treaty, being the member states of the European Union;
    - (b) "**United Kingdom**" means England and Wales, Northern Ireland and Scotland and a reference to the United Kingdom includes a reference to any one of these; and



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- (c) references to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time.
- 3.8.2 Parker reserves the right to change the present GTC, the change may relate to regulation of any and all rights and obligations resulting or connected with the Contracts. Any change to the present GTC shall be notified to Partner by Parker in written latest 30 days before such change becomes effective. If Partner does not agree with the proposed change, and if no agreement is reached, any of the parties to Contract is authorized to withdraw Contract with a one-month termination notice if this is feasible considering the nature of relevant Contract. If Contract is not terminated due to changes to the present GTC within a fortnight term following the notice of such change, Partner shall be considered to agree to such change.
- 3.8.3 Any and all rights of Parker arising out of the Contract shall be statute-barred in a period of 10 years commencing on a day a right might be claimed at firstly.
- 3.8.4 Application of Section 1764, last sentence and the whole Section 1765 and 1766 of the Civil Code shall be excluded.
- 3.8.5 For avoidance of any doubts, application of Section 1799 and 1800 of the Civil Code shall be excluded. Any and all arrangements within contractual relation established by the Contract correspond with business customs and principle of fair business practice.
- 3.8.6 Should the present GTC conflict with the wording of Contract or order, the provision contained in Contract or in order shall take precedence.
- 3.8.7 If the present GTC are used together with the English version, the Czech version shall take precedence in case any discrepancies occur in the interpretation, or in case any differences occur between the individual language versions.
- 3.8.8 The present GTC come into force and become effective on 18.09.2023.
- 3.8.9 Partner hereby expressly accepts any and all provisions of the present GTC.

**Parker Hannifin EMEA Sàrl**