

GENERAL TERMS AND CONDITIONS (GTC) FOR SUPPLIERS

of the company Heineken Česká republika, a. s., with its registered office at U Pivovaru 1, 270 53 Krušovice, Company ID No.: 45148066, VAT No.: CZ45148066, registered in the Commercial Register maintained by the Municipal Court in Prague under file number B 1515

(hereinafter referred to as the “**Conditions**”)

PART I

GENERAL AND COMMON PROVISIONS

1. TERMS AND DEFINITIONS

- 1.1. **Advertising Agreement:** An agreement under which the Supplier undertakes to provide advertising and promotion of the Customer's business name, goods, and brands to the agreed extent and under agreed conditions, and the Customer undertakes to pay the Supplier the agreed remuneration for such advertising and promotion.
- 1.2. **Agreement:** Any commercial or other agreement under which the Customer acquires from the Supplier goods, materials, movable or immovable items, equipment, design, software or hardware, and any related documents (“**Goods**”), as well as any activity performed for the benefit of the Customer or provision of services and related documentation (“**Services**”), or any other indirect subject of a legal relationship, including amendments and related arrangements.
- 1.3. **Audit:** An inspection, review and/or audit conducted by the Customer or a person authorized by the Customer, focused on the Supplier's compliance with obligations under the Contract, adherence to all applicable laws, regulations, certifications and internal standards of the Customer, CSR, ESG reporting or financial compliance, always to the extent relevant to the subject of the Performance.
- 1.4. **Brokerage Agreement:** An agreement under which the Supplier undertakes to arrange for the Customer the opportunity to conclude a contract specified in the Brokerage Agreement with a third party, in accordance with Section 2445 of the Civil Code.
- 1.5. **Civil Code:** Act No. 89/2012 Coll., Civil Code, as amended.
- 1.6. **Commission Agreement:** An agreement under which the Supplier undertakes to handle a matter in its own name on behalf of the Customer, in accordance with Section 2455 of the Civil Code.
- 1.7. **Confidential Information:** All information and materials discovered by the contracting parties during the performance of the Contract, as well as before its conclusion. This includes: existence, content and results of the agreement, ideas, research data, product plans, substances, samples, products, product formulas, trade secrets, know-how, technological procedures, equipment, customer data, market research data, software, source codes, inventions, innovations, procedures, processes, techniques, designs, drawings, hardware configuration information, marketing and financial documents, prototypes, samples, data sets, facilities, branches and other premises, which are explicitly marked as confidential or reasonably assumed to be confidential, as well as other business information provided in any form.
- 1.8. **Copyright Work:** Any item protected as industrial property, as well as other artistic, literary, or scientific works, whether expressed in speech or writing, musically, dramatically, choreographically, photographically or similarly, audiovisually, cinematographically, visually, architecturally, etc., protected under the Copyright Act as defined below, including but not limited to sound recordings, artistic performances, visual recordings, audiovisual recordings, photographs, databases, computer programs or software.
- 1.9. **Copyright Act:** Act No. 121/2000 Coll., the Copyright Act, as amended.
- 1.10. **Customer:** Heineken Česká republika, a. s., with its registered office at U Pivovaru 1, 270 53 Krušovice, Company ID No.: 45148066, which enters into an Agreement with the Supplier governed, among other things, by these Conditions.
- 1.11. **Customer Data:** Confidential or non-confidential data related to the business of the Customer or the Heineken group, collected or disclosed (whether in connection with the Contract or not), records and/or reports, including copies, summaries and derivative works, which are the exclusive property of the Customer, the Heineken group or its relevant member.
- 1.12. **Electronic Signature:** An electronic form of signature, including tools enabling electronic document signing such as the DocuSign platform, email communication, other forms of electronic signature in accordance with REGULATION (EU) No. 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC, or any other technical solution previously agreed by the contracting parties that enables clear identification of the signing person.

- 1.13. **Equipment:** Goods, equipment, furniture, tents, beer sets, POSM or other advertising and promotional materials, and other items used to promote the Customer and/or its brands, which by their nature may be subject to loan.
 - 1.14. **Force Majeure:** An obstacle that arises independently of the will of the obligated party and prevents it from fulfilling its obligation, provided that it cannot reasonably be expected that the obligated party could avert or overcome the obstacle or its consequences, and that the obstacle could have been foreseen at the time the obligation arose. Such obstacles include natural disasters, catastrophes, and armed conflicts. Strikes, lockouts, issuance or non-issuance of prohibitive or mandatory regulations or decisions by public authorities, delays in deliveries from subcontractors, or extreme cold do not constitute Force Majeure.
 - 1.15. **GDPR Regulation:** EU Regulation No. 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.
 - 1.16. **Heineken Group:** Means the Customer, all its direct or indirect subsidiaries and affiliated companies, and its parent company, as well as all direct or indirect subsidiaries and affiliated companies of its parent company.
 - 1.17. **Intellectual Property:** All intellectual property rights to trademarks, trade names, logos, distinguishing marks, design rights, inventions, patents, pending applications, domain names, URLs and other internet addresses, websites, software (including reports, scripts, source code, computer systems and related technical documentation), data and database rights, confidential information rights, customer lists, know-how and any other intellectual property or similar, corresponding or equivalent rights to any of the above, including any right to apply for registration of such rights related to all materials, processes, data, drawings, information, reports, know-how, inventions, trade secrets, improvement proposals or techniques, whether existing or future in any jurisdiction, including claims for renewal or extension.
 - 1.18. **License Agreement:** An agreement under which the Customer is granted the right to use any subject protected as Intellectual Property, or an agreement granting the right to use a Copyright Work.
 - 1.19. **Loan Agreement:** An agreement under which the Customer undertakes to temporarily and free of charge lend the agreed Equipment to the Supplier.
 - 1.20. **Mandate Agreement:** Any agreement under which the mandator undertakes to handle a matter for the mandator in accordance with Section 2430 et seq. of the Civil Code.
 - 1.21. **Partial Performance:** Goods or Services provided by the Supplier under a Partial Contract.
 - 1.22. **Partial Contract:** A contract following a framework agreement, concerning the delivery of Partial Performance, concluded by issuing an Order by the Customer and its acceptance by the Supplier according to the rules in Article 3 below, or by a separate written agreement.
 - 1.23. **Performance:** Goods and/or Services that are the subject of the Agreement.
 - 1.24. **Personal Data Processing Act:** Act No. 110/2019 Coll., on the processing of personal data and on amendments to certain acts, as amended.
 - 1.25. **Personal Data Protection Regulations:** The GDPR Regulation and the Personal Data Processing Act.
 - 1.26. **Purchase Agreement:** An agreement under which the Customer acquires ownership of movable items in accordance with Section 2079 of the Civil Code.
 - 1.27. **Purchase Order:** A separate written order issued by the Customer containing the information specified in Article 3 of these Conditions and sent to the Supplier.
 - 1.28. **Significant Market Power Act:** Act No. 395/2009 Coll., on significant market power and unfair commercial practices in the sale of agricultural and food products, as amended.
 - 1.29. **Supplier:** Any natural or legal person with whom a Contract is concluded (whether in the form of a binding order or a contract for the supply of Goods and/or provision of Services), governed by these Conditions.
 - 1.30. **Supplier Code of Conduct:** a document that outlines the fundamental principles, standards, and values of the Customer, which the Supplier is obliged to comply with throughout the duration of the Agreement with the Customer. The Supplier was made aware of this document prior to entering into the Agreement, and it constitutes a necessary prerequisite for initiating cooperation with the Customer.
 - 1.31. **Supplier Group:** Means the Supplier, all its direct or indirect subsidiaries and affiliated companies, and its parent company, as well as all direct or indirect subsidiaries and affiliated companies of its parent company.
 - 1.32. **Transport Agreement:** An agreement under which the Supplier undertakes to transport the Customer's consignment in accordance with Section 2555 of the Civil Code.
 - 1.33. **Work:** The creation of a specific item as defined in § 2587 of the Civil Code.
- ## 2. Article 2 – Use of Terms and Conditions
- 2.1. Unless the contracting parties have entered into specific written agreements excluding the application of these Terms and Conditions, these

Terms and Conditions in the version effective on the date of the relevant Contract shall apply to all Contracts between the parties, including all their amendments, even if the later Contract does not explicitly refer to the Terms and Conditions.

- 2.2. The use of any other general terms and conditions than these Terms and Conditions is excluded.
- 2.3. In the event of a conflict or divergent interpretation between the Czech and English versions of these Terms and Conditions, the Czech version shall prevail.
- 2.4. The Customer is entitled to unilaterally amend the Terms and Conditions. The Customer is obliged to inform the Supplier of such changes in writing. If the Supplier disagrees with the unilateral amendment of the Terms and Conditions, they may terminate the Contract by written notice delivered to the Customer within 1 month of the notification of the change.
- 2.5. In the event of a conflict between the provisions of these Terms and Conditions and the Contract, the provisions of the Contract shall take precedence.

3. CONCLUSION OF INDIVIDUAL CONTRACTS

- 3.1. All offers made by the Supplier are binding for a period of 30 days from the date of their delivery to the Customer. The Customer shall express its intent either by sending a draft Individual Contract or by issuing a binding Purchase Order.
- 3.2. If the Individual Contract is concluded in the form of a Purchase Order, it must include:
 - a) An indication that it is a Purchase Order,
 - b) Identification of the Customer,
 - c) The internal Purchase Order number of the Customer (to be provided by the Customer),
 - d) Detailed specification, composition, and quantity of the required Performance,
 - e) Date and place of delivery of the Performance,
 - f) Method of delivery of the Performance (if relevant),
 - g) Delivery terms (Incoterms, etc.), if relevant,
 - h) Estimated price, if known in advance,
 - i) Other information and conditions necessary for proper fulfillment of the Contract.
- 3.3. The Purchase Order must be delivered to the Supplier by one of the following methods:
 - a) In writing to the registered office of the Supplier or to the delivery address (if specified in the Contract or the Purchase Order) (hereinafter referred to as the "Delivery Address");
 - b) To the data box of the respective contracting party;
 - c) Electronically to the email address stated in the header of the Contract or otherwise communicated to the Customer by the Supplier in advance.
- 3.4. The Supplier shall accept the Purchase Order by one of the following methods:
 - a) Written confirmation of acceptance of the Purchase Order delivered to the registered office of the Customer or to its Delivery Address (if specified in the Contract or the Purchase Order);
 - b) Confirmation of acceptance of the Purchase Order delivered to the data box of the respective contracting party;
 - c) Confirmation of acceptance of the Purchase Order in electronic form sent to the email address stated in the header of the Contract, in the Purchase Order, or otherwise communicated to the Supplier in advance;
 - d) Delivery of the Individual Performance in accordance with the conditions specified in the Purchase Order.
- 3.5. Mere confirmation of receipt of the Purchase Order by the Supplier shall not be considered acceptance of the Purchase Order. If the Supplier does not respond to the Purchase Order within 5 business days from the date of its delivery, the Purchase Order shall be deemed accepted by the Supplier.
- 3.6. Upon delivery of the written confirmation (acceptance) of the Purchase Order to the Customer, or upon provision of the Individual Performance, or upon the futile expiration of the period under Article 3.5, it shall be deemed that the parties have concluded an Individual Contract governed by these Terms and Conditions, under which the Supplier undertakes to provide the Customer with the performance specified in the Individual Contract, and the Customer undertakes to pay the Supplier the price stated in the Individual Contract.
- 3.7. In the event of a conflict between the provisions of the Individual Contract and the Contract, the provisions of the Individual Contract shall prevail.
- 3.8. Any changes to the Purchase Order must be made in writing. Oral or telephone announcements regarding the intended or sent Purchase Order by the Customer are for informational purposes only and do not constitute a proposal to conclude an Individual Contract or any other legal act of the Customer; the Purchase Order is deemed made only upon delivery of the written Purchase Order to the Supplier in accordance with the rules above.
- 3.9. Acceptance of the Purchase Order/offer with an amendment or deviation within the meaning of Section 1740(3) of the Civil Code is excluded.
- 3.10. In cases where a platform managed by a third party is used for the purposes of creating and accepting Purchase Orders and/or for invoicing the delivered Performance, a contractual relationship is established directly between the

Supplier and the Customer, with such platform serving solely as an intermediary for the formation of that relationship. All relationships arising from such cooperation between the Supplier and the Customer are governed by the Agreement.

4. CONTRACT PERFORMANCE DEADLINE

- 4.1. Delivery dates or deadlines for fulfilling other obligations agreed between the parties must be strictly adhered to; otherwise, the party in breach shall be considered in default of its contractual obligation. If a delay has not yet occurred but becomes foreseeable, the party at risk of delay is obliged to notify the other party without fail. Upon receipt of such notice by the Customer, the Customer shall have the right to withdraw from the Contract in whole or in part.
- 4.2. Performance may be carried out outside the agreed contractual deadline if both parties agree in writing.
- 4.3. If the Supplier fails to meet the agreed deadline for fulfilling the obligation (delivery date), the Supplier shall pay the Customer a **contractual penalty of 0.5% of the total price of the undelivered Performance for each day of delay**. This contractual penalty shall be paid by the Supplier regardless of whether and to what extent the Customer incurs damage in connection with the delay, which may be claimed separately in full; both claims are not mutually exclusive.

5. FORCE MAJEURE

- 5.1. Force majeure is considered by the contracting parties to be a circumstance excluding liability for damages.
- 5.2. Either contracting party is entitled to notify the other party in writing of the existence of a force majeure event within 5 business days from the moment it arises. If a party fails to notify the other party within the aforementioned period, it loses the right to invoke force majeure.

6. CONTRACT PERFORMANCE THROUGH A CARRIER

- 6.1. The Performance shall be delivered by the Supplier to the Customer in the quantity and composition specified in the Contract. The place of performance, or the place of delivery, shall also be specified in the Contract.
- 6.2. The delivery date of the Performance shall be stated in the Contract. The Supplier may deliver before the agreed date only with the prior written consent of the Customer.
- 6.3. If the Performance is of a tangible nature and is delivered via a carrier, the Supplier's own transport capacity, or through a postal license holder or similar entity, the delivery must be

accompanied by a numbered delivery note issued by the Supplier. This note must include the Customer's internal order number, the type of delivery, and the method of dispatch (rail, post, carrier, own transport). The obligation to attach a delivery note applies even if the delivery is carried out by a third party (e.g., subcontractors, freight forwarders, or carriers).

- 6.4. In the case of transporting hazardous shipments, the Supplier is responsible for complying with legal regulations governing the transport of such cargo. The Supplier must explicitly indicate that the shipment is hazardous, either upon delivery or in the accompanying documentation. The Supplier must ensure that the hazardous shipment is delivered in a condition that does not pose a risk to the Customer's property or personnel, nor cause damage for which the Customer could be held liable.
- 6.5. The place of performance of the Contract is the location agreed upon in the Contract. If no place of performance is specified, the Performance shall be delivered under DDP (Delivery Duty Paid, Incoterms 2020) for deliveries outside the European Union or under DAP (Delivery At Place) for deliveries within the European Union.
- 6.6. The Supplier bears full risk of damage during the transport of delivered items, including loading and unloading. The method of transport, labeling, accompanying documentation, and packaging shall be chosen by the Supplier; however, the Supplier must comply with the provisions of the Contract, these Terms, and applicable legal regulations. If these matters are not regulated, the Supplier must act in accordance with commercial customs. The Supplier is obliged to provide the Customer with all documents necessary for the receipt and use of the delivered item (delivery note, warranty certificate, quality certificate, and any technical documentation or user and maintenance manuals, all in Czech). If the delivered item includes machinery, technical equipment, or spare parts, it must comply with all applicable legal regulations and technical standards in the Czech Republic. Where required by applicable legal regulations, the Supplier must also attach the relevant certificates and declarations of conformity. Until this is done, the Supplier is in default of its obligation, and during this period, it is not entitled to the corresponding consideration — i.e., the delivery will not be paid until the documentation defect is remedied.
- 6.7. Transportation costs are included in the delivery price.

7. INSPECTION OF PERFORMANCE FOR GOODS DELIVERIES AND CONSEQUENCES OF DEFECTS FOUND DURING POST-DELIVERY INSPECTION (purchase contracts, contracts for work, etc.)

- 7.1. The Customer is entitled to inspect the Performance at any time during its production, storage, transport, and also after its delivery to the place of performance. The first sentence also applies to deliveries provided by any subcontractors of the Supplier. The fact that the Performance was inspected at the Supplier's premises does not constitute delivery, acceptance, or handover of the subject of the Performance, nor does it trigger the transfer of risk of damage to the Goods.
- 7.2. The Customer is entitled to inspect the Performance within a reasonable time after its delivery to verify compliance with the Contract and to enable acceptance of the Performance. The Supplier is obliged to provide all necessary assistance free of charge for the inspection, in particular by providing its personnel, tools, access to premises, etc.
- 7.3. If, after inspection, the Customer finds that the subject of the Performance does not comply with the Contract in terms of quality, execution, quantity, delivery date, or accompanying documentation, the Customer is obliged to notify the Supplier within a reasonable period and either return the Performance at the Supplier's cost and risk, or retain it at its own premises or with a third-party custodian, also at the Supplier's cost and risk. Failure to inspect the subject of the Performance after delivery does not affect the Customer's rights arising from defects, even in the case of apparent defects.

8. RIGHTS ARISING FROM DEFECTIVE PERFORMANCE

- 8.1. The Supplier must deliver the Performance in the quantity, quality, and execution specified in the Contract. If the Performance is of a tangible nature, it must be packaged or otherwise prepared as specified in the Contract or as is customary for the given type of item.
- 8.2. The Supplier is liable under the Contract for any defect that the Performance has at the moment the risk passes to the Customer, even if the defect becomes apparent only after that time.
- 8.3. The Supplier is also liable for any defect in the Performance that arises after the time mentioned in the previous paragraph, if caused by a breach of any of its obligations, including failure to comply with warranty terms.
- 8.4. The Supplier declares that tangible Performance will retain its quality for 24 months from the moment of delivery; if the Performance is a

construction, then for 5 years from the moment of its formal handover.

- 8.5. The Supplier is also liable for legal defects in the Performance. A legal defect means, in particular, a third party's right to the subject of the Performance. The Customer may, within a reasonable time from learning of such third-party rights, claim defects from the Supplier and demand all rights arising from liability for defects.
- 8.6. In the case of defective performance that constitutes a breach of the Contract (even if minor), the Customer has the right to:
- a) Remedy the defect by delivery of new, defect-free Performance or delivery of missing Performance;
 - b) Remedy the defect by repair of the Performance;
 - c) A reasonable discount on the price; or
 - d) Withdraw from the Contract.
- 8.7. The Customer is obliged to claim defects discovered during the warranty period in writing to the Supplier upon their discovery. The claim shall describe the defects and how they manifest. The Customer shall also state which right under the previous paragraph they have chosen, and may change this choice until the claim is satisfied by the Supplier.
- 8.8. A claim may be made until the last day of the warranty period, and even a claim sent on the last day of the warranty period is considered timely. A claim may also be made via email to the authorized representative of the Supplier at the email address previously provided to the Customer.
- 8.9. If the defect is remedied by delivery of new Performance, delivery of missing Performance, or repair of the defect, a new warranty period begins on the date of delivery of the new, missing, or repaired Performance. This applies even if the defect concerned only part of the Performance.
- 8.10. Unless otherwise stated in these Terms or the Contract, the Supplier is obliged to remedy a properly reported defect within 14 days. Upon request by the Customer, the Supplier must also remedy defects for which it is not liable. In such cases, the Customer shall bear the costs of remedying the defects.
- 8.11. If the Supplier fails to begin remedying the claimed defect within the period specified in Article 8.10 above, the Customer is entitled to remedy the defect itself or through another party. All costs incurred shall be reimbursed by the Supplier. Remedying defects by the Customer or its authorized party does not affect the warranty for parts of the Performance not covered by the defect remedy.
- 8.12. Claims for defects do not affect claims for damages or contractual penalties. Exercising the Customer's right to a price reduction does not

exclude the right to claim lost profit due to the lack of properties in the Performance to which the discount applies. Failure to assert claims for liability for defects does not prevent asserting the same claim on another legal basis.

- 8.13. If the warranty has been excluded or does not apply to specific Goods or their properties, the Customer's right to claim any defects in the Goods shall expire if the Customer does not notify the Supplier of the defects discovered at any time after delivery, no later than two years from the actual delivery date, or five years in the case of buildings.
- 8.14. Regardless of the nature of the obligation or the economic purpose of the Contract, the Customer is not obliged to accept partial Performance. This applies even if the delivered quantity matches the quantity stated in the Supplier's declaration (e.g., delivery note, consignment note, or other transport document).
- 8.15. All costs associated with the obligations under this Article are included in the price of the Performance.
- 8.16. For breach of any obligation related to defect remedy, the contracting parties agree on a **contractual penalty of 10% of the agreed price of the defective Performance**. The right to full compensation for damages is not affected.

9. SAFETY

- 9.1. If the Performance or any part thereof is carried out at the Customer's workplace, the parties declare that they are aware of their obligations under Section 101(3) et seq. of Act No. 262/2006 Coll., the Labour Code, as amended, and are obliged to inform each other in writing about risks and measures taken to protect against them, which relate to the performance of work and the workplace, and to cooperate in ensuring occupational safety and health protection for all employees at the workplace.
- 9.2. The contracting parties agree that the designated employer for the purpose of ensuring occupational safety and health protection for all employees and other workers at the Customer's workplace shall be the Customer. The Customer is therefore obliged to coordinate the implementation of measures to protect the safety and health of employees and the procedures for ensuring such protection. A detailed description of the adopted measures and procedures for ensuring safety is provided in Annex No. 1 to these Terms and Conditions. The Supplier declares that it has familiarized itself with the contents of this annex and undertakes to comply with all obligations stated therein.
- 9.3. For any breach or failure to comply with the Supplier's obligations regarding movement at the Customer's workplace under Annex No. 1 to these

Terms and Conditions in connection with the provision of the Performance, the Supplier shall pay the Customer a **contractual penalty of up to CZK 50,000 for each individual breach**. The right to full compensation for damages is not affected.

10. FOOD SAFETY

- 10.1. The Supplier undertakes to strictly comply with all applicable and effective legal regulations in the field of food safety when providing the Performance or any part thereof, regardless of whether the subject of the Performance is or is not considered food within the meaning of Article 2 of Regulation (EC) No. 178/2002 of the European Parliament and of the Council, which lays down the general principles and requirements of food law, establishes the European Food Safety Authority, and sets procedures in matters of food safety.
- 10.2. This obligation includes, in particular (but not exclusively):
- a) Compliance with directly applicable European Union regulations in the field of food hygiene and safety (e.g., Regulations (EC) No. 178/2002, 852/2004, 853/2004, 882/2004), legislation valid in the Czech Republic, all ISO/ČSN standards, industry and professional guidelines, as well as internal standards of the Customer with which the Supplier has been acquainted, that relate to food safety;
 - b) Implementation, maintenance, and continuous improvement of a food safety management system based on HACCP principles or a certified system under ISO 22000 standards, or other equivalent standards;
 - c) Compliance with requirements and standards related to traceability, labeling, packaging, storage, transport, and handling of food and items that may come into contact with food;
 - d) Compliance with any specific requirements stated in the Customer's technical specifications or purchase orders.
- 10.3. The Supplier acknowledges that compliance with the above-mentioned regulations, standards, and norms is a fundamental requirement for the Customer and forms one of the key criteria for selecting a contractual partner. Breach of any obligation under this Article by the Supplier entitles the Customer to withdraw from the Contract.
- 10.4. Upon request by the Customer, the Supplier is obliged to demonstrate compliance with the above obligations through appropriate documentation (e.g., certificates, audit reports, internal procedures, records of staff training, etc.).

- 10.5. If the Supplier identifies any error, breach, or non-compliance with the requirements under this Article, it is obliged to inform the Customer without delay and immediately take all appropriate corrective measures.
- 10.6. In the event of a breach of the obligations set out in this Article, the Supplier shall pay the Customer a **contractual penalty of CZK 100,000 for each individual breach**. The right to full compensation for damages is not affected.

11. PAYMENT TERMS

- 11.1. The price is set in the Contract and is fixed. The agreed price includes all costs incurred by the Supplier in providing the Performance under the Contract, including direct costs (materials, wages, insurance, other direct expenses) and indirect costs (especially transport, energy charges, costs of contractually required tests, depreciation, operational overheads, administrative overheads, profit, and provision of all necessary documentation, etc.). Unless stated otherwise, the agreed price is complete, non-negotiable, and binding.
- 11.2. The Supplier's right to receive payment (i.e., monetary consideration for the Performance) arises upon proper fulfillment of its obligation in the agreed manner and at the agreed place of performance.
- 11.3. Each tax document must, in addition to the requirements set out by Act No. 235/2004 Coll., on Value Added Tax, and Section 435 of the Civil Code, also include:
- a) The title "Partial Tax Document," or "Final Tax Document," "Advance," "Tax Document for Received Payment," or "Corrective Tax Document";
 - b) The Customer's company ID and VAT number;
 - c) The due date of the tax document;
 - d) The Customer's internal order number, contract number, or full project name.
- 11.4. The Customer is entitled to return an invoice to the Supplier without payment if it lacks the statutory or contractual requirements or contains other content errors. The Supplier is obliged to correct or reissue the tax document depending on the nature of the deficiencies. Upon justified return of the invoice, the original due date ceases to apply. A new due date begins from the date of demonstrable delivery of the corrected or newly issued invoice.
- 11.5. The invoice due date is 30 days if the Performance involves agricultural products as defined by the Act on Significant Market Power, and 90 days for all other Performance. The due date begins on the day the invoice meeting the above requirements is delivered to the Customer. The Supplier shall send documents electronically, either via email to invoices.cz@heineken.com or

Heineken.Ceska.Republika@email.basware.com, or by uploading the original, machine-readable PDF document (not a scanned copy) to the Basware system, where the Supplier has created its user profile.

- 11.6. The Heineken Group operates a supplier financing program in certain countries, allowing suppliers and their affiliated companies to sell their receivables to selected banks. Participation in or access to such a financing program by the Supplier does not affect the agreed invoice due date.
- 11.7. The Customer's obligation to pay the delivery price is considered fulfilled upon sending the monetary amount corresponding to the agreed price from the Customer's account.
- 11.8. If the Supplier is in delay with any part of the Performance under the Contract, the Customer is entitled to postpone payment for the delayed Performance, as well as for any other Performance already provided under the Contract.
- 11.9. The Customer's payment shall be applied first to the principal, then to interest, then to late payment interest, and finally to any other accessories. The parties exclude the possibility of interest accruing on interest after the principal has been paid.
- 11.10. No partial payment by the Customer shall be considered recognition of any remaining debt.
- 11.11. If the Customer has a justified concern that it may become a tax guarantor for the Supplier (e.g., the Supplier requests payment to a bank account not published by the tax authority or is designated as an "unreliable payer"), the Customer is entitled to withhold the portion of the price corresponding to the potential guarantee and remit it to the tax authority. Payment of the tax amount to the Supplier's tax authority account and payment of the remaining price to the Supplier shall be deemed fulfillment of the Customer's obligation to pay the agreed price under the Contract.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. Each contracting party retains ownership of all its respective existing (registered and unregistered) intellectual property rights developed or acquired prior to the conclusion of the Contract. Nothing in these Terms shall result in the transfer of any pre-existing intellectual property rights to the other contracting party, nor shall it be interpreted as grounds for such a transfer.
- 12.2. Intellectual property rights to items, materials, and samples provided by the Customer to the Supplier remain unaffected and shall remain the property of the Customer throughout the duration of the contractual obligation. The Customer has the right to request their return at

any time. The Supplier shall manage and maintain all such items and materials in good condition at its own risk and expense. Without the prior written consent of the Customer, the Supplier is not authorized to use them for the benefit of third parties or to allow their use by third parties. Designs, lithographs, printing plates, tools, etc., created for the purpose of fulfilling the delivery shall become the property of the Customer once the Supplier has been paid the agreed costs or the full price of the delivery.

- 12.3. If, in the context of the Contract, the Supplier develops, designs, or creates any Goods or Services (including any of their components) and accompanying documentation specifically for the Customer, the intellectual property rights and/or related rights arising in connection with or as a result of the Contract shall automatically transfer to the Customer. The Supplier is obliged to provide any document or instrument necessary to transfer such intellectual property rights to the Customer. To the extent that intellectual property rights do not automatically belong to the Customer, the Supplier undertakes to transfer to the Customer all intellectual property rights to materials developed or designed for the Customer. The Customer agrees to accept such transfer and to provide the Supplier with all necessary cooperation for this purpose.

13. DATA OWNERSHIP

- 13.1. The Customer is the exclusive owner and holder of all rights, titles, and legitimate interests, whether explicit or implicit, to any Customer Data, whether existing or created in connection with the Contract. The Supplier does not acquire any right, title, or interest, whether explicit or implicit, to the Customer Data.
- 13.2. The Supplier shall use the Customer Data solely for the purposes specified in the Contract and shall access the Customer Data only to the extent necessary for the performance of the Contract and in accordance with Article 20 of these Terms.
- 13.3. All Customer Data must be promptly returned to the Customer upon request or upon completion or termination of the Contract. In such cases, the Customer Data must be provided by the Supplier in electronic or printed format, as available at the date of the request. The foregoing does not apply if the Customer grants written permission for the Supplier to sanitize and/or destroy the Customer Data and the Supplier confirms such sanitization and/or destruction in writing.
- 13.4. Within 90 calendar days after any transfer of Customer Data, the Supplier must, unless instructed otherwise in writing by the Customer, confirm in writing that the sanitization and/or destruction has been completed. All costs and expenses associated with any such transfer,

sanitization, or destruction shall be borne exclusively by the Supplier.

14. PERSONAL DATA

- 14.1. In accordance with personal data protection regulations (in particular the GDPR Regulation and the Personal Data Processing Act), the Customer processes personal data as a data controller. This includes personal data of (i) the Supplier, if the Supplier is a natural person, (ii) individuals acting on behalf of the Supplier, (iii) individuals involved on the Supplier's side in fulfilling the Contract, and (iv) data provided by the Supplier in connection with the Contract ("**Data Subjects**"), specifically in the following scope: first name, surname, email address, telephone number, job title, and company name ("**Supplier's Personal Data**").
- 14.2. The purpose of processing the Supplier's Personal Data is the conclusion and performance of the Contract (including its amendment or termination), the exercise of rights and obligations under the Contract (including recordkeeping, resolution, and enforcement of claims arising from it), and ensuring compliance with applicable legal regulations. The legal basis for processing the Supplier's Personal Data is (i.e., the processing is necessary for): a) performance of the Contract, if the Supplier is a natural person, b) compliance with a legal obligation, or c) the legitimate interest of the Customer as the data controller (in fulfilling and protecting its rights and legitimate interests).
- 14.3. The duration of processing the Supplier's Personal Data is determined by the duration of the Contract and the time necessary to achieve the purpose of processing, but in any case, at least for the duration of the relevant limitation period under the law or the Contract, or the duration of the Customer's legal obligation related to the Supplier's Personal Data.
- 14.4. The Supplier's Personal Data processed by the Customer may be provided to the following third parties:
- a) a third party acting on behalf of and for the benefit of the Customer in connection with the fulfillment of obligations related to the Contract,
 - b) a third party authorized to exercise the Customer's rights,
 - c) a third party with whom the Customer enters into a written agreement, to the extent and under the conditions agreed with the Customer as the data controller,
 - d) public authorities.
- 14.5. The processing does not involve personal data belonging to special categories of personal data. The Customer does not transfer the Supplier's Personal Data to third countries that do not

ensure an adequate level of personal data protection. More information, including the rights of Data Subjects in relation to the Supplier's Personal Data, is provided in the Privacy Policy available on the Customer's website. A Data Subject may exercise their rights regarding the protection of their personal data by submitting a request to the email address: osobniudaje@heineken.com.

15. DATABASES

- 15.1. This Article applies in cases where the Supplier provides the Customer with a database that contains personal data.
- 15.2. The Supplier undertakes to ensure that the transfer of the database and the related processing of personal data contained therein is in compliance with personal data protection regulations. In particular, the Supplier declares and undertakes to:
- process the personal data contained in the database in accordance with personal data protection regulations,
 - comply with all obligations arising from personal data protection regulations,
 - have a legal basis for providing personal data to the Customer,
 - inform data subjects in advance about the provision of their personal data to the Customer,
 - provide data subjects with information about the processing of their personal data by the Customer.

16. SOFTWARE

- 16.1. This Article applies in cases where the Supplier provides software to the Customer or grants the Customer access to such software, in any form, regardless of whether it is part of the delivered Goods or Services, or separate from them.
- 16.2. The Supplier is obliged to deliver software to the Customer ready for use and in accordance with the terms and specifications set out in the Contract, if agreed.
- 16.3. The Supplier is obliged to ensure compatibility of the software with the Customer's computer systems and system software.
- 16.4. If relevant, the Supplier is obliged to provide a digital copy of the corresponding source code, including relevant passwords (up to "administrator" level), within 30 days of receiving a written request from the Customer. The Customer is entitled to use the source code solely for the purpose of identifying issues and is not authorized to modify, bypass, or replace the source code.
- 16.5. Any Contract concerning specific software (or its add-ons) developed according to the Customer's

instructions ("Custom Software") shall include the following:

- The Supplier must ensure that all decisions regarding the specification of individual functionalities to be included in the software are made only with the Customer's explicit consent;
- The Supplier must ensure that the design and architecture of the software comply with the Customer's functional requirements as per point a) above;
- The Supplier must test the software and make adjustments if necessary;
- The Supplier must install the Custom Software on the agreed computer system of the Supplier (in both test and final environments);
- The Supplier must ensure successful completion of installation and final testing;
- The Supplier must provide practical training on the use of the software to the Customer's employees, including repeated sessions if needed;
- The Supplier must provide the Customer with all documentation necessary for the use and maintenance of the software, in both printed and digital formats;
- The Supplier hereby transfers ownership rights (including all intellectual property rights related thereto) to the Custom Software to the Customer, and the Customer accepts this transfer. This transfer of copyright is further governed by Article 3 of Part II of the Terms;
- Upon completion of the Custom Software or its update, upgrade, or new version, the Supplier must deliver the source code to the Customer on an electronic medium to be agreed later, along with all accompanying documentation;
- The Supplier guarantees that no Heineken Group trademarks (e.g., logos) have been installed in the Custom Software, except where the Customer has given prior written consent;
- The Supplier is not authorized to use any know-how acquired during the development of the Custom Software for the benefit of any third party without the prior written consent of the Customer. Breach of this obligation entitles the Customer to claim a **contractual penalty of CZK 1,000,000 for each individual breach**, which serves both preventive and punitive purposes and is payable within 14 days of receipt of the payment request. The Supplier shall pay the penalty regardless of whether the Customer has suffered any damage; both claims are not mutually exclusive.

- 16.6. If, during testing, it is found that the software has defects or does not meet the Customer's specifications as previously communicated, the Customer shall notify the Supplier without undue delay. The Supplier is obliged to remedy all such defects free of charge and within a reasonable period.
- 16.7. The warranty period under Article 8.4 of these Terms begins upon successful completion of all tests required by the Customer.
- 16.8. The Supplier shall remedy all of the above-mentioned deficiencies and provide the Customer with free assistance in performing any work necessary (or repeated) due to these deficiencies. Such corrective actions shall be carried out without undue delay.
- 16.9. The Supplier guarantees the Customer uninterrupted use of the software.

17. CYBERSECURITY

- 17.1. The Supplier guarantees that it will:
 - a) implement and maintain the latest appropriate technologies, software, processes, procedures, and controls that comply with industry standards and "secure by design" principles, and are designed to protect the digital environment from cybersecurity incidents;
 - b) have access to the latest appropriate resources, plans, and procedures that enable it to adequately respond to a cybersecurity incident, in order to protect the Customer and minimize any negative consequences;
 - c) regularly review its cybersecurity measures to verify their practical application, and maintain records demonstrating compliance; and
 - d) ensure that any third party providing services on its behalf in connection with the Contract meets the conditions set out in points a)–c) above.
- 17.2. In the event of a cybersecurity incident:
 - a) the affected party shall immediately inform the other party by phone, email, or other form of instant communication. This notification shall include: (i) details, location, and timeframe of the cybersecurity incident, (ii) expected consequences of the incident, and (iii) any other data and information that may help address the root cause of the issue;
 - b) as soon as possible, but no later than 1 business day after the initial notification or once the information becomes available, provide the other party with all relevant information that may help mitigate and/or prevent any (further) consequences of the cybersecurity incident;
 - c) the Supplier shall immediately take appropriate and commercially reasonable

steps to prevent, mitigate, and/or eliminate any consequences of such cybersecurity incidents at its own expense and in accordance with industry standards; and

- d) the Supplier shall provide regular updates on the status of the cybersecurity incident.
- 17.3. The Supplier is obliged to maintain cybersecurity insurance for all software, computer hardware installations, data access, data integration, data usage, cloud storage, and technology-related contracts. In such cases, the Supplier must, at its own expense, arrange and maintain insurance covering cyber and network risks for the entire duration of the Contract.

18. COMMUNICATION

- 18.1. The contracting parties agree that for the conclusion of a Contract requiring written form under mutual agreement or applicable legal regulations, they may use Electronic Signature in addition to standard handwritten signatures.
- 18.2. For the avoidance of doubt, the contracting parties hereby expressly declare that concluding the Contract using an Electronic Signature shall be considered as fulfilling the written form requirement (including agreements on contractual penalties), and they expressly acknowledge that such a Contract creates legally binding obligations enforceable by law.
- 18.3. The contracting parties agree that written documents shall be delivered to the address stated in the Contract, or to another address notified in writing to the other party, or to the registered office address listed in the commercial or trade register. If the recipient fails to collect the document or if delivery to the stated address is unsuccessful, the date of return of the shipment shall be considered the date of delivery, even if the recipient was unaware of the shipment.
- 18.4. The contracting parties further agree to allow delivery via data box and are therefore obliged to enable document delivery through data boxes between private individuals. Delivery via data box shall be governed by the relevant provisions of Act No. 300/2008 Coll., on electronic acts and authorized document conversion, as amended.
- 18.5. The contracting parties also agree to allow delivery via email, specifically for the purposes of notifying changes to the Terms in accordance with Article 2.4 above, sending Purchase Orders and their acceptance by the Supplier as per Article 3 above, and asserting claims for defective performance under Article 8 above.
- 18.6. The Supplier is obliged to promptly inform the Customer of any changes in contact details and/or contact persons. The Supplier must also ensure the availability of contact persons during working hours and, in the event of unforeseen

circumstances, imminent danger, or damage or its mitigation, also outside working hours.

- 18.7. All inquiries regarding invoices, due dates, payment deadlines, and other information related to payment terms and invoicing shall be sent by the Supplier to the email address: suppliers.cz@heineken.com.

19. AUDIT

- 19.1. The Customer is entitled to carry out an Audit at the Supplier's registered office and/or operational premises during the Supplier's regular business hours, provided that prior email notice is given to the Supplier at least 3 working days in advance. The Audit must not unnecessarily disrupt the Supplier's business operations.
- 19.2. The Supplier agrees to fully cooperate during the Audit, in particular by granting the Customer access to any location, installation, documentation, or information required to conduct the Audit, and by answering all questions posed by the auditing personnel. Each party shall bear its own costs incurred in connection with the proper execution of the Audit in full.
- 19.3. After the Audit is completed, the Supplier is obliged to implement all measures proposed by the Customer within the agreed timeframes and under conditions mutually agreed by the parties. In particular, if the standards of Performance set out in the Agreement are not met, the Supplier undertakes to promptly carry out all necessary qualitative improvements to the Performance.
- 19.4. The execution of the Audit does not affect the Supplier's liability or warranties provided to the Customer under the Agreement. Any Audit conducted by the Customer or on its behalf, or any failure to conduct such Audit, does not constitute a waiver of the Customer's rights or remedies under the Agreement or applicable law, including (but not limited to) the right to claim damages and/or the right to demand performance in case of breach of the Supplier's obligations and/or the right to terminate the Agreement in whole or in part.

20. TERMINATION OF THE AGREEMENT

- 20.1. If circumstances arise for either party that prevent proper performance of the Agreement or threaten its performance, the affected party shall immediately notify the other party without undue delay and initiate negotiations between the parties.
- 20.2. In addition to the reasons specified in the Agreement or applicable legal regulations, either party may withdraw from the Agreement if:
- a) The other party materially breaches the Agreement. A material breach shall include, in particular:

- i. Delay in providing the Performance exceeding 10 calendar days,
- ii. Breach of quantity or quality conditions of the Performance and other agreed terms during the execution of the Agreement,
- iii. Delay in payment of an invoice exceeding 30 calendar days from the date the Customer was notified in writing by the Supplier and requested to remedy the situation,
- iv. Defects in the Performance that constitute a material breach of the Agreement,
- v. Breach of obligations stated in Annex No. 1 of these Conditions.
- b) The other party commits a non-material breach of the Agreement and fails to remedy such breach within 30 calendar days from the date of written notification and request for remedy.
- c) The other party ceases to be a competent entity, enters liquidation, is subject to bankruptcy proceedings, has a bankruptcy petition rejected due to lack of assets, or insolvency proceedings are initiated, or bankruptcy is declared, or any substantial or significant part of its business, property, or assets is expropriated or seized by any government authority.
- d) If the validity of the Agreement or the performance of its subject matter requires approval by public authorities, issuance of a permit, license, authorization, or similar document, and such approval is not granted, is revoked, expires, or is not renewed during the term of the Agreement.
- e) Either party is continuously prevented from fulfilling its obligations under the Agreement for a period of 3 months due to Force Majeure.
- f) Other reasons stipulated by law.
- 20.3. In addition to the provisions above, the Customer is entitled to withdraw from the Agreement if:
- a) The Supplier breaches any provision of the Supplier Code of Conduct;
- b) The Supplier terminates its business activities for any reason, or such termination is imminent; or
- c) Any armed conflict occurs (as defined in the Geneva Conventions and their Additional Protocols; outbreak of war, invasion, or serious hostile actions such as acts of violence, unlawful restrictions of civil rights, torture, and killing of ethnic, political, or religious groups) in any relevant jurisdiction, which, in the sole opinion of the Customer, would be contrary to its interests if the Agreement were to continue, including (potential) substantial harm to the reputation of its company.

- 20.4. Notwithstanding Section 2004(2) of the Civil Code, the parties agree that the Customer may, at its discretion, withdraw from part or all of the Performance, from a Partial Agreement, or from the Agreement as a whole. Withdrawal from the Agreement shall also constitute withdrawal from all Partial Agreements not yet executed, unless the withdrawing party states in the notice of withdrawal that it insists on the fulfillment of the Partial Agreements.
- 20.5. Withdrawal from the Agreement does not affect the right to compensation for damages caused by breach of the Agreement, contractual penalties, or provisions concerning dispute resolution and other provisions that, by the expressed will of the parties or by their nature, are intended to survive the termination of the Agreement.
- 20.6. In addition to termination of an Agreement concluded for an indefinite period, an Agreement involving a commitment to continuous or repeated activity, or a commitment to refrain from or tolerate a certain activity, the Customer is also entitled to terminate an Agreement concluded for a definite period, by giving notice without stating a reason. The notice period shall begin on the first day of the calendar month following delivery of the notice to the Supplier and shall end on the last day of that month.

21. LIABILITY

- 21.1. The Supplier is the sole party authorized to provide the Performance under the Agreement. The Supplier is not entitled to transfer or assign its rights and/or obligations arising from the Agreement or any part thereof without the prior written consent of the Customer, which shall not be unreasonably withheld.
- 21.2. If the Customer has given prior explicit consent for the subject matter of the Agreement or any part thereof to be performed by a subcontractor, the Supplier shall remain liable as if it had provided the Performance itself. The Customer reserves the right to intervene in the Supplier's subcontracting system at any time, including the right to exclude a subcontractor from providing the Performance or any part thereof.
- 21.3. The Supplier shall, under all circumstances, defend or indemnify the Customer or any entity within the Heineken group against any claims, demands, losses, damages, and expenses incurred by the Customer as a result of (i) delivery of defective or hazardous Performance by the Supplier, (ii) negligence of the Supplier or its subcontractor, (iii) breach of the Agreement or these Conditions by the Supplier or its subcontractor, or (iv) otherwise arising from the Agreement, except where such losses can be demonstrably attributed solely to the actions or omissions of the Customer. The Supplier shall notify the Customer in writing as soon as it

becomes aware of any third-party claim or demand made in connection with the Agreement and shall provide the Customer with all relevant information regarding such claim so that the Customer may decide, at its sole discretion, on the appropriate course of action. The Supplier is not authorized to accept any liability or agree to any third-party proposals or demands without the prior written consent of the Customer.

- 21.4. The Supplier shall also be liable to the Customer for damages incurred as a result of and in connection with the Performance, including damages arising from (i) loss of business opportunities, (ii) loss of goodwill, (iii) loss of production or inability to use (including equipment downtime and production delays), (iv) loss of contract, (v) loss of profit or revenue, (vi) loss or damage to products, raw materials, and input materials, (vii) losses in the form of costs incurred for product recalls, (viii) contractual penalties paid by the other party under a penalty clause agreed between that party and a third party.
- 21.5. The parties agree to exclude the Customer's liability for any damages or harm, expenses, and losses of any kind suffered by the Supplier or any third party as a result of the Customer's breach of the Agreement or otherwise in connection with the Agreement, to the maximum extent permitted by applicable law. For the avoidance of doubt, such exclusion of liability does not apply to damages or other harm, expenses, and losses of any kind caused by the Customer intentionally or through gross negligence.

22. INSURANCE

- 22.1. The Supplier shall, at its own expense, maintain all necessary and appropriate insurance with a reputable company to cover its potential liability for damages arising under or in connection with the Agreement, always at a minimum value equal to the total price of the provided Performance. If the Supplier engages a subcontractor to carry out the Performance, insurance shall be arranged and maintained to cover both the Customer and the Supplier, including its subcontractors, or the Supplier shall ensure that each subcontractor it engages has insurance in connection with the Agreement to the same extent. Upon request by the Customer, the Supplier shall provide the Customer with a copy of the relevant insurance policies and proof of payment of the applicable premiums.

23. CONFIDENTIALITY

- 23.1. The contracting parties undertake to keep all Confidential Information secret and not to disclose it to third parties without the prior written consent of the other party.

- 23.2. Confidential Information also includes the Supplier's remuneration under the Agreement, if agreed.
- 23.3. Each party shall disclose Confidential Information only to its employees, representatives, consultants, or to the Supplier Group/Heineken Group who need to know such information for the performance of the Agreement.
- 23.4. The obligation to maintain confidentiality regarding Confidential Information remains in effect even if the Agreement is not fulfilled or if either party exercises its right to withdraw from or terminate the Agreement. The confidentiality obligation and the prohibition on disclosure set out in this Article shall remain valid indefinitely after the termination of the Agreement.
- 23.5. The obligation of confidentiality does not apply to Confidential Information where the relevant party can demonstrate that:
- a) without breaching these Conditions or the Agreement, it was known or made available to it prior to disclosure by the other party under the contractual relationship established by the Agreement, and without being bound to keep it confidential;
 - b) at the time of disclosure, it is already publicly available or becomes publicly available thereafter, without any unlawful or negligent act by the other party;
 - c) it was obtained independently without using information disclosed by the other party;
 - d) it must be disclosed in accordance with national, European, or international legal regulations; or
 - e) it is necessary to provide it to administrative, judicial, or other governmental authorities upon their request in connection with ongoing administrative, judicial, or similar proceedings.
- 23.6. In the cases referred to in Articles 23.5(d) and 23.5(e) above, the relevant party shall promptly inform the other party and cooperate to limit the scope of disclosure to what is strictly necessary.
- 23.7. Notwithstanding the above, the Supplier is entitled to disclose Confidential Information if reasonably necessary to disclose it to its (sub)contractors or other third parties in order to fulfill its obligations under the Agreement.
- 23.8. Without the prior written consent of the Customer, the Supplier shall not make any announcements to third parties, especially to the public, whether through consumer or trade press, regarding the Customer, the existence or content of the relationship with the Customer, or the activities performed or to be performed by the Supplier for the Customer.
- 23.9. For any breach of the obligations set out in this Article, the parties agree on a **contractual**

penalty of CZK 100,000. The right to full compensation for damages is not affected.

- 23.10. The Supplier is not entitled to disclose or otherwise publish the Customer's business name to third parties without the prior written consent of the Customer, including in its advertising or promotional materials. If the Supplier breaches this provision, it shall pay the Customer a **contractual penalty of CZK 10,000 for each breach.** The right to full compensation for damages is not affected.

24. OTHER PROVISIONS, CHOICE OF LAW AND DISPUTE RESOLUTION

- 24.1. The contracting parties shall primarily seek to resolve any disputes amicably. For any judicial disputes arising between the parties, including disputes regarding the validity or invalidity of the Agreement, exclusive local jurisdiction is agreed as follows: if the matter falls under the jurisdiction of district courts, the competent court shall be the District Court Prague-East; if the matter falls under the jurisdiction of regional courts, the competent court shall be the Regional Court in Prague.
- 24.2. The Customer is entitled to set off its due and undue claims, which have arisen or may arise in the future against the Supplier in accordance with the Agreement, against any due or undue claim of the Supplier against the Customer, which has arisen or may arise in the future in accordance with the Agreement or any other agreement concluded with the Customer.
- 24.3. The Supplier is not entitled to assign the Agreement to a third party without the prior written consent of the Customer. The Customer is entitled to assign the Agreement within the Heineken Group. The application of Section 1899 of the Civil Code is excluded.
- 24.4. The Supplier is obliged to refrain from any conduct that could jeopardize the good reputation of the Customer.
- 24.5. The Supplier assumes the risk of a change in circumstances within the meaning of Section 1765(2) of the Civil Code.
- 24.6. The contracting parties expressly exclude the application of Sections 1799 and 1800 of the Civil Code.

25. JOINT PROVISIONS

- 25.1. These General Terms and Conditions of Purchase shall be effective as of 01 October 2025.
- 25.2. If any obligation arising from the Agreement or these Conditions, which does not constitute a material element of the Agreement, is or becomes invalid or unenforceable in whole or in part, it shall be fully severable from the other provisions of the Agreement or these Conditions, and such invalidity or unenforceability shall not



affect the validity and enforceability of any other obligations under the Agreement or these Conditions. The parties undertake, within the framework of the Agreement, to replace such invalid or unenforceable severable obligation by way of an amendment to the Agreement with a new valid and enforceable obligation whose subject matter shall correspond as closely as possible to the original severable obligation. However, if any obligation arising from the Agreement and constituting a material element

of the Agreement is or becomes invalid or unenforceable in whole or in part, the contracting parties shall replace the invalid or unenforceable obligation within a new agreement with a new valid and enforceable obligation whose subject matter shall correspond as closely as possible to the original obligation contained in the Agreement.

PART II

The provisions of Part II of these Conditions shall apply to the Agreement concurrently with the provisions of Part I; in the event of any conflict between the provisions of Part I and Part II, the provisions of Part II shall prevail.

If an arrangement corresponding to any of the contract types listed below is included within another Agreement, i.e. it is contained in a document together with another Agreement, the provisions of this Part shall apply to those arrangements within the document that correspond to any of the contract types listed below.

1. PURCHASE AGREEMENT

- 1.1. Unless otherwise stipulated in the Purchase Agreement, the Supplier's obligation to deliver the Goods is fulfilled: (a) by handing over the Goods to the Customer's carrier, if the Customer arranges transportation independently; (b) in other cases, by enabling the Customer to handle the Goods at the place of delivery or at the Customer's place of business.
- 1.2. The Customer becomes the owner of the delivered Goods upon receipt at the place of delivery. This moment is evidenced by the signature of the Customer's authorized person on the accompanying document – the delivery note.
- 1.3. If the Customer provides the Supplier with raw materials, tools, instruments, sketches, designs, plans, technical or technological conditions and specifications, or software, etc., these items remain the property of the Customer. The Supplier is obliged to store these items separately from other items belonging to itself or third parties and to label them as the property of the Customer. The Supplier's liability for items provided by the Customer remains unaffected. The Supplier is liable for such items as a custodian.
- 1.4. The risk of damage to the Goods passes to the Customer at the moment of proper receipt of the Goods, regardless of the method of delivery. In the case of transportation by a carrier, the moment of proper receipt is considered to be the completion of unloading and formal handover of the Goods, or proper receipt by the Customer at the destination.
- 1.5. The Supplier is obliged to:
 - a) submit to the Customer without undue delay, and no later than upon delivery of the Goods, a technical specification of the Goods containing a description of important physical properties and a safety data sheet in Czech. In the case of repeated Performance, the Customer is entitled to request the technical specification with each delivery;
 - b) submit to the Customer without undue delay, and no later than upon delivery of the Goods, a certificate of testing if the Goods are certified. In the case of repeated Performance, the Customer is entitled to request the certificate with each delivery;
 - c) upon request, provide the Customer with a sample of the Goods in the quantity specified by the Customer, without undue delay and no later than with the next delivery;
 - d) without undue delay, and no later than upon delivery of the Goods (in the case of repeated Performance only with the first delivery), provide the Customer with confirmation that no hazardous substances were added during production, confirmation of the quantity of heavy metals in the Goods (lead, cadmium, mercury, and hexavalent chromium – values must be stated for each metal separately), a declaration of compliance with ČSN EN 13 430 on recycling, and a declaration of compliance with ČSN EN 13 431 on energy recovery. No other materials or technologies may be used without the Customer's written consent unless they meet applicable standards and norms. The Supplier also undertakes that the Goods do not contain any material known at the time of use to be harmful and shall submit, in accordance with Act No. 22/1997 Coll., on technical requirements for products, as amended, a declaration of conformity of the products used with technical regulations and applicable technical standards, especially when materials come into contact with food or drinking water. All materials and products used shall be of First Grade quality only;
 - e) upon request, submit to the Customer without undue delay a certificate confirming that the Goods were produced under controlled conditions according to a quality management system. In the case of repeated Performance, the Customer is entitled to request the certificate with each delivery;
 - f) upon request, submit to the Customer confirmation of the Goods' health safety, results of microbiological tests, or other documents required by legal regulations;
 - g) If the Goods consist of raw materials (e.g., malt, hops, water, CO₂) or packaging (glass bottles, KEG barrels, cans, or plastic bottles), batch traceability must be ensured.
- 1.6. All costs associated with the obligations under this section are included in the purchase price.
- 1.7. The Supplier declares that the Goods delivered will meet the parameters stated in the technical specification and will match the parameters of the submitted samples. Minor deviations that do not affect the usability of the Goods for the Customer's purposes shall not be taken into account.

- 1.8. If the parameters of the Goods change during the term of the Purchase Agreement, the Supplier is obliged to inform the Customer without undue delay. The Supplier must also inform the Customer of any changes in production conditions that may affect the parameters of the Goods, especially production in a different facility than usual, changes in production technology, or long-term shutdowns of production equipment. In case of breach of these obligations, the Customer is entitled to withdraw from the Agreement.

2. CONTRACT FOR WORK

2.1. Execution of the Work

2.1.1. Supplier's Declarations:

- a) The Supplier declares that it is capable of executing the Work as a whole and will provide a comprehensive solution, ensuring that the Work is functional and operational as a whole, i.e., it will properly serve the purpose agreed in the Agreement.
- b) The Supplier declares that it has thoroughly and in detail familiarized itself with the scope and nature of the Work, is aware of the technical, qualitative, and specific conditions under which the Work will be carried out, and possesses the capacities, expertise, and experience necessary for its execution.

2.1.2. Supplier's Obligations:

- a) The Supplier is obliged and entitled to perform all tasks and deliveries related to the execution of the Work with due professional care, complete them properly, and carry out all tasks and deliveries related to the removal of defects and unfinished work under the conditions set out in the Agreement. The Supplier shall ensure all coordination tasks, labor, materials, site equipment, all other items (temporary or permanent), and technological procedures necessary for preparing project documentation (if applicable), execution and completion of the Work, and removal of defects and unfinished work, unless the Agreement explicitly states otherwise.
- b) The Supplier shall protect the Customer's interests to the best of its professional knowledge and abilities. The Supplier, its employees, and subcontractors must refrain from any activities during the execution of the Work that could jeopardize or conflict with the legitimate interests of the Customer.
- c) Without the Customer's written consent, no materials or technologies may be used other than those meeting applicable standards and norms. The Supplier also undertakes not to use any materials known at the time of use to be harmful and shall submit, in accordance with

Act No. 22/1997 Coll., on technical requirements for products, a declaration of conformity with technical regulations and applicable standards, especially for materials that come into contact with food or drinking water. All materials and products used shall be of First Grade quality only.

- d) The Supplier shall comply with all legal regulations, standards, Heineken standards (as communicated), and ČSN applicable to its activities under the Agreement.
- e) The Supplier undertakes to organize work on the Work, if necessary, even on non-working days.
- f) From the date of site handover, the Supplier shall maintain a construction or installation logbook and record all facts relevant to the execution of the Work. This obligation ends upon the handover and acceptance of the Work without defects or unfinished work that would prevent its use.
- g) Entries in the logbook are made by the Supplier. The Customer or its representative, technical supervisor, project designer, or relevant public authorities may also make entries. If the Supplier disagrees with an entry, it must respond within 2 working days; otherwise, it is deemed to agree. The Customer must respond to Supplier entries within 2 working days, or they are deemed accepted. Except for the procedure under Article 2.3.4 below, entries in the logbook do not constitute amendments to the Agreement but serve as a basis for drafting amendments. The logbook shall be freely accessible to the Customer at the site.
- h) If a shutdown of the Customer's operations is required during execution, the Supplier shall notify the Customer in advance and agree on further steps.
- i) The Supplier must flush and blow out all work on piping, fittings, and adjacent infrastructure (cutting, welding, grinding, drilling, etc.) with compressed air to the first dismountable joint beyond the subsequent pipeline.

2.1.3. Supervision of the Work Execution:

- a) The Customer is entitled to supervise the execution of the Work, including through a designated person. If the Work is not performed at the Customer's premises, the Supplier must allow access to the site. This right applies even if the Work involves intangible assets to be recorded in physical form.
- b) The Supplier must notify the Customer at least 3 working days before any inspection or test of work that will be covered or become inaccessible. If not, the Supplier must uncover such work at its own expense upon request.

Inspections shall be documented by a separate protocol. The notification period begins the day after the entry is made. If the Customer misses the inspection date, the Supplier may proceed with the work.

- c) If the Supplier identifies any inconsistency, error, or conflict in the documentation, or inadmissibility of materials, instructions, or changes requested by the Customer (e.g., affecting quality, functionality, compliance with regulations or standards), it shall inform the Customer and assist in resolving the issue. The Supplier is liable for defects caused by such inconsistencies or inadmissible inputs. Section 2630(2) of the Civil Code shall not apply.

2.1.4. Worksite:

- a) This article applies when the Supplier performs the Work at the Customer's site or a location designated by the Customer.
- b) The Customer shall hand over a fully cleared site ready for immediate commencement of work. If obstacles are present, the Supplier may refuse to accept the site.
- c) The Supplier must maintain cleanliness and order at the site and remove waste and debris resulting from its work. If it fails to do so within 24 hours after being notified, the Customer may arrange cleaning at the Supplier's expense.
- d) The Supplier is responsible for proper storage and security of materials, machinery, and equipment at the site. The Customer is not liable for any loss or theft.
- e) The Supplier shall allow the Customer's authorized representative or technical supervisor free access to the site and related areas during working hours, and at any time in case of emergency or natural disaster. Only personnel authorized in writing by the Customer may enter the site, with specified scope of permitted or required activities.
- f) The Customer shall provide the Supplier, free of charge during the execution of the Work, access to sanitary facilities, required utilities (water, electricity, media, lighting), covered storage for materials and tools secured against unauthorized access, and necessary fire safety and occupational health and safety measures.
- g) Placement of the Supplier's advertising at the Customer's site requires prior written approval.
- h) No later than 5 working days after formal handover of the Work, the Supplier must clear the site and restore it to its original condition.
- i) If the Supplier's activities cause damage to adjacent facades, roads, or other areas (except for pre-agreed structural interventions

necessary for installation), the Supplier shall repair the damage at its own expense without undue delay, and no later than one month after formal handover. If not, the Customer may repair the damage at the Supplier's expense.

2.2. **Price of the Work**

- 2.2.1. If the price for the Work is determined based on a budget and the Agreement does not specify whether the budget is provisional or fixed, it shall be deemed a fixed budget, and the Supplier is obliged to complete the entire Work for the total price determined by the budget, regardless of any deficiencies or omissions in individual budget items.

- 2.2.2. If the price is determined based on a provisional budget or as a fixed amount, and the need to increase the price arises, the Supplier shall not be entitled to claim a price increase unless it notifies the Customer in writing of the necessity to exceed the budgeted amount and the requested increase without undue delay: (a) within 4 working days from the moment it becomes evident that exceeding the budgeted price is unavoidable; or (b) within 4 working days from the moment the Supplier, exercising professional care, should have identified that exceeding the budgeted price is unavoidable. Only after written approval of the increase (which shall be deemed granted upon execution of a written amendment to the Agreement, an entry by the Customer in the construction/installation logbook in applicable cases, or issuance of a Purchase Order or credit note reflecting the Supplier's submitted itemization) may the implementation of such changes begin. If the Supplier fails to follow this procedure, it shall be deemed that the work and deliveries carried out were included in the scope and price of the Work. The Supplier undertakes to accept such changes to the scope of performance.

2.3. **Handover of the Work**

- 2.3.1. At least 5 working days prior to delivery of the Work, the Supplier shall invite the Customer to accept the Work.
- 2.3.2. The Work shall be considered completed upon the conclusion of all tasks in accordance with the Agreement, removal of any defects and unfinished work that prevent use, delivery of all necessary documentation by the Supplier to the Customer, and, if applicable, clearance of the site by the Supplier including restoration of the site to its original condition.
- 2.3.3. Completion of the Work shall be confirmed by signing a handover protocol, which shall also include an agreement on the removal of any defects and unfinished work that do not prevent use of the Work (including deadlines for their free-

of-charge removal; if no deadlines are agreed, such defects shall be removed within 10 working days from the date of signing the protocol), and delivery of all documentation.

- 2.3.4. For the avoidance of doubt, the parties agree that for the purpose of handing over partial parts of the Work, an entry in the installation logbook signed by authorized technical representatives of both parties shall be considered a handover protocol.
- 2.3.5. Ownership of the subject of the Work carried out on the Customer's premises shall be governed by the relevant provisions of the Civil Code.
- 2.3.6. The risk of damage to the item shall pass from the Supplier to the Customer on the date of handover and acceptance of the properly executed and completed subject of the Work, based on a written handover protocol signed by authorized representatives of both parties.
- 2.3.7. If the Work consists of a result other than the creation, installation, maintenance, repair, or modification of an item, the Supplier shall deliver the materially captured result to the Customer; the Supplier is not entitled to provide this result to any party other than the Customer. The Customer may grant the Supplier written consent, either before or after completion of the Work, for further distribution – i.e., provision to other parties.

2.4. Defects in the Work

- 2.4.1. The Supplier is obliged to remedy all defects (excluding those that do not restrict normal operation) that appear during the warranty period, no later than within 5 working days after receiving a complaint, unless a different deadline is agreed with the Customer. Other claims remain unaffected.
- 2.4.2. If the defect(s) or unfinished work restrict normal operation, the deadline for initiating physical rectification on working days is set at 24 hours from the moment of notification to the Supplier. Notification is deemed to have occurred upon an email request sent to the authorized representative of the Supplier at the email address previously provided to the Customer.
- 2.4.3. If defects in the Work caused by the Supplier result in defects in other parts of the Work, the Customer has the right to charge the Supplier for all costs related to their removal.

2.5. Other Provisions

- 2.5.1. The contracting parties agree to exclude the application of Sections 2618 and 2629(1) of the Civil Code.

3. LICENSE AGREEMENT

- 3.1. If the subject of the Performance is a result that may be considered a Copyright Work within the meaning of the Copyright Act, the Supplier

hereby grants the Customer an exclusive license to use it. In this context, the Supplier declares that as of the date of conclusion of the Agreement and throughout its duration, it has not and will not enter into any identical or similar license agreement with any third party that would authorize such third party to use the Copyright Work in the same manner as the Customer. The Supplier itself is not entitled to use the Copyright Work to the extent of the granted license.

- 3.2. Methods of use of the Copyright Work: in an unlimited scope, by all means of use, using any technological process known at the time of conclusion of the Agreement, in any quantity and unlimited number of uses, in particular for reproduction, distribution of the original or copies, rental or lending of the original or copies, exhibition of the original or copies, and communication to the public. The Customer is also entitled to modify or otherwise alter the Copyright Work itself or through third parties in any manner. The Customer may combine the Copyright Work, in whole or in part, with another work and include it or its part in a collective work. Unless otherwise specified in the Agreement, it shall be understood that:

(a) trademarks may be used by the Customer for all its products and related materials, especially advertising;

(b) computer programs and software may be used on all devices into which the software or program can be implemented; such devices include all equipment (personal computers, servers, etc.) used by the Customer, regardless of ownership.

- 3.3. Duration: The right to use the Copyright Work is granted for the entire duration of the proprietary copyright protection of the Copyright Work.
- 3.4. Territory: The license is granted worldwide, regardless of whether the Customer currently operates in specific countries.
- 3.5. Remuneration: The fee for granting the license to use the Copyright Work is already included in the remuneration under the License Agreement.
- 3.6. Sublicensing: The Customer is entitled to grant the rights forming part of the license, in whole or in part, to a third party. In such a case, the Supplier shall not be entitled to any compensation.
- 3.7. The Customer is not obliged to exercise the right acquired under the License Agreement.
- 3.8. The license shall transfer to the legal successor of the Customer upon its dissolution.
- 3.9. Supplier's Declarations:

i. The Supplier guarantees that the provision of the Performance under the Agreement does not infringe any third-party Intellectual Property Rights and that the use of the Copyright Work will not be in conflict with applicable legal regulations

or the Agreement. The Supplier expressly declares that it is fully authorized to dispose of the Intellectual Property Rights, including copyrights included in the Copyright Work, and undertakes to ensure the proper and uninterrupted use of the Copyright Work by the Customer, including obtaining the necessary consents from the authors in accordance with the Copyright Act. The Supplier shall compensate the Customer for any damage resulting from the Customer's inability to use the Copyright Work properly and without interference.

ii. The Supplier declares that the Copyright Work delivered is original, the result of the Supplier's creative effort, and that its copyright is not limited in any way. If the Supplier collaborates with other persons on the Copyright Work under the Agreement, it shall settle their Intellectual Property Rights and deliver the Copyright Work to the Customer free of any legal defects. Otherwise, the Supplier shall be fully liable for any resulting damage.

iii. If the Copyright Work includes the likeness of third parties in a way that allows their identification, the Supplier undertakes to obtain the consent of all such individuals for the capture and distribution of their likeness.

4. MANDATE AGREEMENT, COMMISSION AGREEMENT AND BROKERAGE AGREEMENT

A. Mandate Agreement

- 4.1. Unless remuneration is explicitly stipulated in the Mandate Agreement, it shall be assumed that the Supplier performs the activity free of charge. The right to remuneration, if agreed, arises only if the activity performed by the Supplier yields the expected result.
- 4.2. Unless explicitly agreed otherwise, the Supplier must perform the activity personally and may not delegate it to a third party.
- 4.3. Unless the Mandate Agreement contains express authorization or the Supplier has been granted a power of attorney with explicit designation, the Supplier may not represent the Customer in any proceedings before a public authority, except for informal information gathering, which does not constitute a legal act.

B. Commission Agreement

- 4.4. Unless remuneration is explicitly stipulated in the Commission Agreement, it shall be assumed that the agreement is a Mandate Agreement and that the Supplier performs the activity free of charge.
- 4.5. Unless explicitly agreed otherwise, the Supplier must perform the activity personally and may not delegate it to a third party.

C. Brokerage Agreement

- 4.6. The right to commission under the Brokerage Agreement arises for the Supplier only upon fulfillment of the obligation by the third party under the brokered agreement.
- 4.7. If the Brokerage Agreement aims at concluding a contract with continuous or recurring performance (especially lease or sublease), the Supplier's right to commission arises only if the relationship established by such contracts lasts at least three months.

D. Common Provisions

- 4.8. Unless explicitly stated in any Agreement under this Article 4 which costs are to be reimbursed, it shall be understood that the Supplier's cost reimbursement is included in the agreed remuneration. If no remuneration is agreed and no reimbursable costs are specified, the Supplier shall be entitled to reimbursement of reasonably incurred, strictly necessary, and properly documented costs, up to an amount corresponding to the value of the benefit obtained by the Customer, but not exceeding CZK 5,000. Within this amount, the Customer shall also reimburse the Supplier for any damage suffered during the execution of the mandate due to accident. The Supplier is not entitled to an advance payment for out-of-pocket expenses.

5. AGREEMENT WITH AN INTERNATIONAL ELEMENT

- 5.1. If the Agreement is concluded with a Supplier from a country other than the Czech Republic, or if it concerns Performance in a foreign country, or if for any other reason the Agreement must be considered a legal relationship with a foreign element, the Agreement shall be governed by Czech law, in particular the Civil Code. For Purchase Agreements with an international element, the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980), which forms part of Czech law, shall apply. The Convention mentioned before the semicolon shall apply even if the Supplier does not have its registered office or place of business in a country that is a party to the Convention.
- 5.2. If, despite the provisions of the preceding paragraph, the legal relationship established by the Agreement could be subject to the laws of another country, the Supplier is obliged to inform the Customer of all relevant obligations arising from foreign legal regulations that may apply to the Performance under the Agreement. Otherwise, the Supplier shall be liable to compensate the Customer in full for any damage incurred, including payment of any fines imposed

on the Customer by public authorities or institutions.

6. ADVERTISING AGREEMENT

- 6.1. The Supplier acknowledges that the Customer is the exclusive holder of rights to the trademarks and/or product names of the Customer, including the Customer's logo, and that the Supplier is not authorized to use such trademarks and/or product names in any manner or for any purpose other than as specified in the Agreement. All graphic and audio-visual designs featuring the logo or brand and/or product name of the Customer must be submitted by the Supplier to the Customer for written approval. Without such approval, the materials may not be used.
- 6.2. In its communications, the Supplier is obliged to adhere to the Responsible Marketing Communication Code, available at: <https://www.theheinekencompany.com/sites/heineken-corp/files/heineken-corp/sustainability-and-responsibility/responsibility/heineken-responsible-marketing-code-final.pdf>. The Supplier expressly declares that it understands the Responsible Marketing Communication Code (especially considering that it is available only in English), has familiarized itself with the principles of responsible communication and the obligations arising therefrom, and undertakes to comply with them throughout the duration of the Agreement. If the Supplier does not understand the text of the Responsible Marketing Communication Code or any part thereof, it is obliged to inform the Customer without undue delay and request clarification and/or training.
- 6.3. The Supplier undertakes to respect the legitimate interests of the Customer, in particular to avoid any conduct that could be qualified as a conflict of interest, and to refrain from any competitive activities that could cause the Customer material or non-material harm. Specifically, the Supplier shall not provide identical or similar services to another business engaged in the production or sale of beer or malt-based alcoholic or non-alcoholic beverages during the term of the Agreement. This provision shall apply only if the duration of the Advertising Agreement does not exceed 5 years.

7. TRANSPORT AGREEMENT

- 7.1. The Supplier, acting as the carrier, undertakes to transport the Customer's consignment, i.e., Goods owned by the Customer, from the place of dispatch to the destination within the agreed time for individual customers of the Customer (hereinafter referred to as "Customer's Clients"), or between the Customer's premises.
- 7.2. Transport of Goods includes the movement and all handling of the Goods from the moment the

consignment is taken over by the Supplier's driver until the consignment is confirmed as received by the Customer's Client.

- 7.3. In the case of so-called secondary transport, where the full capacity of the vehicle is not used for delivery to a single Customer's Client ("Secondary Transport"), the Supplier also undertakes to collect returnable packaging (e.g., pallets, EURO pallets, branded KEG barrels, plastic crates and bottles – "Packaging") from the Customer's Client and deliver it to a location designated by the Customer. The Supplier may also collect cash payments for delivered Goods on behalf of and at the expense of the Customer ("Cash") and shall hand over the collected amount to the Customer.
- 7.4. The Supplier shall provide transport services based on orders from the Customer, delivered in person, in writing, by email, via data interface (access to the Customer's internal ordering system), or through online portals such as Transporeon, OTM, or Rinkai.
- 7.5. The Supplier is not authorized to act on behalf of the Customer during transport, except for the collection of Cash.
- 7.6. Supplier's Transport Obligations:
 - 7.6.1. Maintain valid authorization for operating road freight transport and present it upon request.
 - 7.6.2. Use only vehicles that:
 - a) are in good technical condition;
 - b) meet at least EURO V emission standards;
 - c) are no older than 8 years from the date of manufacture;
 - d) are equipped with a cover tarp or box body, securing straps;
 - e) are clean.
 - 7.6.3. Deliver vehicles to the designated location at the agreed time.
 - 7.6.4. If the vehicle is not delivered on the required day or does not meet the Agreement's specifications, the Customer may arrange alternative transport at the Supplier's expense.
 - 7.6.5. Immediately notify the Customer of any obstacles preventing transport (e.g., damage, loss, technical failure, border delays, accidents, late arrival for loading), or be liable for resulting damages.
 - 7.6.6. Ensure no damage occurs during unloading. The Supplier is liable for damage caused by handling the Goods and must avoid impacts and excessive vibrations.
 - 7.6.7. Rolling barrels down stairs or dropping them from vehicles is prohibited. Vehicles for loose KEG barrels must be equipped with self-sliding rails ending in a cushioning pad (bag) for upright handling. Horizontal drops are strictly prohibited.

- 7.6.8. Use cushioning pads or protective bags during unloading, especially for barrels.
- 7.6.9. Submit to cargo inspections at the Customer's gate upon entry and exit.
- 7.6.10. Comply with the Customer's loading and unloading operational rules.
- 7.6.11. Follow Heineken Transport Standards as communicated.

7.7. Supplier's Administrative Obligations:

- 7.7.1. Maintain valid VAT registration (for Czech-based Suppliers).
- 7.7.2. Accept Goods for transport and deliver them to the Customer's Clients at the addresses listed in accompanying documents.
- 7.7.3. Do not alter accompanying documents. Corrections must be clearly marked with name, date, and signature, including the Customer's Client's signature where applicable.
- 7.7.4. Comply with customs regulations and ensure proper confirmation of transport documents.
- 7.7.5. Verify quantity and type of Goods upon acceptance and confirm accuracy with a signature. Discrepancies found after departure will not be considered.
- 7.7.6. Ensure the Customer's Client confirms delivery and receipt of Goods or return of Packaging with a signature from an authorized and identifiable person. Incomplete or missing documents void the Supplier's right to payment and may result in liability for the value of the Goods.
- 7.7.7. Return confirmed documents to the Customer's distribution center as follows:
- 7.7.8. Send a complete scan (properly filled and confirmed) via email to the Customer's billing department immediately after delivery, no later than the next working day.
- 7.7.9. Deliver original documents within 7 working days.
- 7.7.10. If the scan is not delivered on time, the Supplier may not issue an invoice or receive payment until proper delivery.

7.8. Supplier's Obligations Regarding Cash Collection in Secondary Transport:

- 7.8.1. For deliveries requiring cash payment, collect Cash and deposit it by 10:00 AM the next day into the self-service cash desk at the relevant Customer distribution center. Follow the center's operational rules. Confirm the amount with the Customer's Client and provide a receipt. If the Client lacks the full amount, deliver Goods up to the available amount and return the rest.
- 7.8.2. If no self-service cash desk is available, deliver Cash to the Customer's cashier by 10:00 AM the next day.
- 7.8.3. If a discrepancy is found between the expected and actual Cash amount (considering returned

Packaging), the Supplier must cover the difference within 2 working days.

7.9. Other Supplier Obligations:

- 7.9.1. Equip vehicles with GPS tracking at its own expense and provide data upon request. Data sharing will be governed by a separate agreement.
- 7.9.2. Do not use drivers who have previously committed theft or harmed the Customer's reputation.
- 7.9.3. Actively assist in resolving incidents, including damage reports and inspections.
- 7.9.4. Report all damage and prepare a damage report.
- 7.9.5. Compensate the Customer for damage, including Packaging (based on Annex No. 2), direct products (based on invoiced price), or internal transfers (based on ambassador pricing). The Customer will assist with insurance claims.
- 7.9.6. Pay damages based on issued damage invoice. Liability includes indirect and consequential damages and lost profits.
- 7.9.7. Cooperate with new logistics software solutions, including Heineken logistics hubs.
- 7.9.8. Advertising for competitors on vehicles used for Customer transport is prohibited.

7.10. Customer's Obligations:

- 7.10.1. Provide transport orders with loading and delivery times.
- 7.10.2. Provide complete documentation for transported Goods.
- 7.10.3. Accept undamaged returned Goods and prepare damage reports if needed.
- 7.10.4. Provide mechanical equipment during loading if necessary.

7.11. Remuneration and Invoicing:

- 7.11.1. Transport fees are agreed upon. The Supplier's right to payment arises after proper delivery and handover.
- 7.11.2. Invoicing is done via self-billing:
 - a) The Customer prepares billing data by the 2nd working day after the billing period.
 - b) The Customer issues the invoice on behalf of the Supplier.
 - c) The Supplier authorizes the Customer to issue invoices on its behalf.
 - d) The Customer sends the invoice electronically and prepares a paper copy for pickup.
 - e) The Supplier may dispute the invoice via the payment/communication tool.
 - f) The Customer determines and numbers the invoice series.
- 7.11.3. Transport is invoiced biweekly. Payment is due 30 days from invoice date.
- 7.11.4. Agreed supporting documents must be attached.

7.11.5. Transport fees include tolls for domestic and international roads.

7.12. Penalties:

7.12.1. If a vehicle does not meet the required specifications, the Customer may charge a **penalty of CZK 2,000 per incident.**

7.12.2. If a vehicle is not delivered on time or violates the Agreement, the **penalty is CZK 5,000 per incident.**

7.12.3. If delivery fails due to the Supplier, the **penalty is CZK 5,000 per incident.**

7.12.4. If Cash is not delivered on time, the **penalty is 0.05% of the undelivered amount per day of delay.**

7.12.5. If original documents are not delivered on time, the Supplier may not invoice or receive payment and must pay a **penalty of CZK 5,000 per incident.**

7.12.6. The Customer's right to full compensation (including claims from its Clients) is not affected by this article.

8. LOAN AGREEMENT

8.1. The handover and return of the Equipment shall be documented by a formal protocol. By signing the handover protocol, the Supplier also declares that it has been acquainted with the condition of

the Equipment, that the Equipment is in a condition suitable for the agreed use, and that it has been instructed on how to use it.

8.2. The Supplier is entitled to use the Equipment only for the agreed purposes; if no specific purposes are agreed, then for customary purposes.

8.3. The Supplier is obliged to protect the Equipment from damage, loss, or destruction.

8.4. In the event of late return, damage, loss, or destruction of the Equipment or any part thereof, the Supplier undertakes to compensate the Customer in full for the resulting damage.

8.5. Routine repairs of the Equipment shall be carried out by the Supplier at its own expense.

8.6. The Customer bears no liability for any defects in the Equipment. The Customer is not obliged to compensate the Supplier for any damage incurred in connection with a defect in the Equipment.

8.7. The Supplier is not authorized to allow third parties to use the Equipment.

8.8. For each day of delay, even if only partial, in returning the Equipment, the Supplier shall be charged a **contractual penalty of CZK 1,000.** The right to full compensation for damages is not affected.

Annex No. 1

Rules for the Movement of the Supplier and Its Personnel at the Customer's Workplace

HEINEKEN Česká republika, a.s. is committed to meeting all legal requirements for ensuring safety, health protection, and fire safety for individuals present at its workplaces, as well as higher standards established by the global rules of the Heineken Group. Compliance with all regulations in the areas of health protection, safety, and fire protection contributes not only to the protection of individuals but also to the protection of our brands, their reputation, and the company as a whole. Therefore, it is essential that our suppliers also comply with all applicable regulations and internal standards they have been informed of, thereby contributing to the protection of our brands and the company.

1. The Supplier is fully responsible for occupational safety and health protection of all persons within the handed-over workplace during the execution of the Work. If the workplace has not been handed over and Customer's personnel are also present, the Supplier is fully responsible for entrusted items and all its employees or authorized personnel (including subcontractors, external collaborators, consultants, and others entering the Customer's workplace at the Supplier's request – hereinafter "Authorized Personnel"), including any damage caused to the Customer, its employees, or third parties.
2. Throughout the execution of the Work, the Supplier must ensure compliance with, among others, the following regulations:
 - Act No. 65/2017 Coll., on the protection of health from harmful effects of addictive substances,
 - Act No. 309/2006 Coll., on ensuring further conditions for occupational safety and health,
 - Act No. 262/2006 Coll., Labour Code,
 - Act No. 133/1985 Coll., on fire protection,
 - Regulation (EC) No. 852/2004 on the hygiene of foodstuffs,
 - Heineken standards, internal regulations, and workplace rules (e.g., Local Operating Rules for LPG, Operational Safety Regulations for the operation and maintenance of motorized trucks), which the Supplier has been informed of.

The Supplier is liable for any damage to health or property resulting from violations of these regulations.

3. The Supplier declares that, where required by law, it has conducted a risk assessment under Act No. 309/2006 Coll., implemented preventive measures to reduce such risks, and ensured necessary permits and training for its employees or Authorized Personnel. The Supplier must analyze risks based on the nature of the workplace and the activity performed and have developed technological/work procedures.
4. The Supplier must have a contracted provider of occupational health services, conduct mandatory medical examinations of its employees, and carry out inspections at all handed-over workplaces within the specified deadlines.
5. The Supplier must ensure that its employees or Authorized Personnel meet all conditions for working at the Customer's site, including appropriate qualifications and residence/work permits in the Czech Republic. To protect the Customer's reputation and products, the Customer is entitled to verify compliance and exclude any non-compliant personnel from the Work. Such exclusion does not relieve the Supplier of its obligation to complete the Work properly and on time.
6. The Supplier shall equip its employees or Authorized Personnel with appropriate personal protective equipment.
7. If any Supplier employee or Authorized Personnel consumes alcohol or other addictive substances at the Customer's workplace, the Supplier must immediately remove the individual and prevent further participation in the Work. In the absence of the Supplier, the Customer's representative may exercise this right. The removal must not affect service level performance. Supplier personnel must submit to breathalyzer tests upon request. Refusal to undergo testing shall be deemed as being under the influence, and the individual shall be barred from further work.
8. All Supplier employees and Authorized Personnel must be trained by the Supplier in the areas specified in this Annex, through initial and regular (annual) training. Written records of training and knowledge verification must be kept and presented upon request.
9. Upon request by the Customer's authorized employee, the Supplier shall provide documentation confirming compliance with all conditions in this Annex (e.g., training certificates, risk assessments, inspection reports).
10. The Supplier shall inform the Customer of the person designated to ensure compliance with the obligations under this Annex, who will be present at the workplace.
11. The contracting parties shall promptly inform each other of any breaches of safety rules and cooperate in resolving incidents, implementing corrective measures, and submitting documentation required by public authorities.
12. All safety-related duties and tasks under this Annex shall be performed by the Supplier at its own expense and responsibility.

Prices of Packaging materials

Type of Packaging	Number of units	Unit Price (CZK) excl. VAT
KEG barrel	1	2040 CZK
EURO pallet	1	210 CZK
Plastic crate	1	194 CZK
Glass bottle	1	4.40CZK