



Altium International s. r. o. Business Terms and Conditions

These Business Terms and Conditions of Altium International s.r.o., a company with its registered office at Na Jetelce 69/2, 190 00 Prague 9, Czech Republic, identification number: 25791079, registered in the Commercial Register kept by the Municipal Court in Prague, Section C, File 70568 (hereinafter referred to as "Altium International") govern the mutual rights and obligations of the contracting parties arising in connection with or on the basis of a Purchase Contract, a Contract for Work, a Contract for the Provision of Services or a Contract for the Provision of Bioinformatics Services (hereinafter referred to as the Contract) concluded between Altium International and the Customer and further by placing an order through the online store. The online store is operated by the Seller on a website located at the internet address <https://cz.eshop.altium.net/>, through the interface of the website www.altium.net/cz.

These Terms and Conditions are an integral part of each Contract. Deviating provisions from the Terms and Conditions may be agreed upon in the Contract, with deviating provisions in the Contract taking precedence over the provisions of the Business Terms and Conditions.

1. Contract

- 1.1. The Contract may be concluded by signing the Contract on a single document or by making a written order (proposal to conclude the Contract) by the Customer and its written approval (acceptance) by Altium International. Orders for consumables and services may also be made electronic mail or electronic order through the order e-shop (<https://cz.eshop.altium.net/>), or by telephone and at the same time by electronic mail. Altium International accepts device orders and Contracts solely as written originals signed by Customers' statutory representatives or their authorized representatives. Individual Contracts are concluded at the moment of signing the Contract by the statutory representative of Altium International or by the approval of a written electronic order by Altium International employees. The rules for the of bioinformatics services are regulated in Article 8 of these Terms and Conditions and have a special nature in relation to the other provisions of these Terms and Conditions, i.e., they take precedence over the application of other rules under these Terms and Conditions.
- 1.2. Any modifications to the concluded Contracts will be approved in writing by both parties; the Customer will bear any additional costs and price increases in the event of modifications to the contractual conditions initiated by Customer.
- 1.3. The Seller may change or supplement the Terms and Conditions. Any changes to the Terms and Conditions will not affect rights and obligations that arose before the change was made.
- 1.4. Altium International will immediately notify the Customer of any model changes or product innovations during the execution of the Contract. If these changes do not reduce the



parameters of the goods or increase their final price, Altium International may make them without Customer's written consent.

- 1.5. The Contract may also be concluded as a Framework Contract, whereby on the basis of individual Customer orders under the Framework Contract, Altium International will supply or provide performance repeatedly or on a long-term basis. In this case, the Business Conditions and Terms agreed in the Framework Contract and these Business Conditions and Terms will apply to the Customer's orders under the Framework Contract.

2. Offer and Price

- 2.1. An offer made by Altium International and addressed to the Customer usually contains specification of the basic terms of the Contract, in particular the price of goods or services. Only this price information is binding. Unless otherwise stated, offers are valid for 30 days from their issue.
- 2.2. Offers are signed by a sales representative of Altium International who processes the offer. If more information about the price is needed, if not included in the offer, Altium International sales representative will assist.
- 2.3. On the basis of the offer, a Contract is subsequently concluded or an order is placed by the Customer. If the offer contains specification of the goods or services, their price, place, time and method of performance and this is accepted by the Customer unconditionally during its validity, the Contract is concluded.
- 2.4. Prices are always stated without VAT, if necessary, VAT is shown as a separate item. When invoices are issued, VAT is added to the prices specified in the invoices in accordance with the laws valid on the day of taxable supply.
- 2.5. The resulting price of the goods is final and includes transport, insurance and other expenses incurred in transporting the goods to their destination. In certain cases, the price also includes service - installation, familiarization, training, etc.
- 2.6. The price of electrical equipment and devices and IT technology includes the recycling fee of the REMA Systém, a.s.. A copyright fee is included on the Recording Media.
- 2.7. The final price (purchase, work or service) is specified in the Contract.

3. User Account and Ordes on the E-shop (<https://cz.eshop.altium.net/>)

- 3.1. Based on the registration of the customer (orders are made only by a registered customer according to the VAT identification number) made on the website, the buyer can access his



user interface. From his user interface, the buyer can order goods (hereinafter referred to as "user account").

- 3.2. When registering on the website and when ordering goods, the customer is obliged to provide all data correctly and truthfully. The customer is obliged to update the data specified in the user account in the event of any change. The data provided by the customer in the user account and when ordering goods are considered correct by the seller.
- 3.3. Access to the user account is secured by a username and password. The customer is obliged to maintain confidentiality of the information necessary to access his user account.
- 3.4. The customer is not authorized to allow the user account to third parties.
- 3.5. Altium International may cancel the user account, especially if the customer does not use his user account for more than 2 years, or if the customer breaches his obligations under the purchase agreement (including the Terms and Conditions).
- 3.6. The customer acknowledges that the user account may not be available constantly, due to the necessary maintenance of Altium International's hardware and software, or the necessary maintenance hardware and software of third-parties.
- 3.7. To order goods, the buyer fills in the order form in the web interface of the store. The order form contains in particular information about:
 - Ordered goods (the customer "places" the ordered goods in the electronic shopping cart of the web interface of the store),
 - Method of payment of the purchase price of the goods, information about the desired method of delivery of the ordered goods and
 - Information about the costs associated with the delivery of the goods (hereinafter collectively referred to as the "order").
- 3.8. Before sending the order to Altium International, the customer is allowed to check and change the input data that were entered into the order, also with regard to the possibility for the customer to detect and correct errors that occurred when entering data into the order. The customer sends the order to the seller by clicking on the "Order" button. The data specified in the order are considered correct by the seller. Immediately after receiving the order, the seller confirms its receipt to the buyer by e-mail, to the buyer's e-mail address specified in the user account or in the order (hereinafter referred to as the "buyer's e-mail address").



- 3.9. Altium International is always authorized, depending on the character of the order (quantity of goods, purchase price, estimated shipping costs), to request additional confirmation of the order from the customer (e.g. in writing or by phone).
- 3.10. The contractual relationship between Altium International and the customer arises upon delivery of the acceptance of the order (acceptance), which is sent to the customer by e-mail, to the customer's e-mail address.

4. Delivery of Goods

- 4.1. Goods are delivered to the destination and on the date specified in the Contract. Along with the shipment, the Customer receives a detailed delivery note with a description and quantity of delivered goods or services. Altium International is liable for loss or damage of goods until they are handed over to the Customer by the carrier. The Customer confirms receipt of goods by signing the transport documents. At this stage, the Customer confirms that the shipment has the number of packages (boxes, pallets, etc.) corresponding to the transport document and that it is not clearly damaged.
- 4.2. The Customer confirms and undertakes not to sell or deliver the goods purchased from Altium International to a third party with its registered office or place of business outside the Czech Republic. He further undertakes to ensure that in the event of sale, such third party will be bound by the same obligation and to the same extent as set out in these Terms and Conditions, i.e. in particular that such third party will not sell or deliver the goods to a third party outside the Czech Republic.
- 4.3. In the case of the delivery of consumables or goods that do not require installation by an Altium International service technician, the customer himself shall carry out a detailed inspection of the individual items of the shipment and informs Altium International immediately of any apparent defects or deficiencies. In such cases, a complaint must be filed with Altium International within a maximum of two working days for refrigerated and frozen goods and within five working days for other goods from the customer's receipt of the shipment from the carrier; subsequent complaints in such cases will not be considered by Altium International.
- 4.4. In the case of delivery of goods such as chemicals, a 3 month quality guarantee is provided. However, this period ends no later than the expiration date of the goods, if it is shorter than 3 months. The validity of the guarantee is conditional upon compliance with all storage and handling conditions defined by the manufacturer.
- 4.5. In the case of delivery of goods requiring installation by an Altium International service technician, the Customer will not unpack the shipment upon receipt from the carrier. The



Altium International service technician will perform a detailed acceptance of the goods together with the Customer and record any defects and deficiencies in the Altium International installation report.

- 4.6. Unless otherwise agreed, Altium International will deliver the subject of performance in quality and make appropriate to the purpose for which the subject of performance is usually used. Therefore, the Customer is obliged to communicate any specific requirements for the subject of performance until the order confirmation - the conclusion of the Contract.
- 4.7. The Customer shall use the email info.cz@altium.net to report an accident caused by a product supplied to him. Without undue delay, the notification shall include the type and identification number of the product as well as the circumstances of the accident, if known.
- 4.8. Customers can file a complaint using the complaint form available on the Altium International website at <https://altium.net/cz/legislativa>, in the "Legislation & Documents" section.
- 4.9. In case of purchase according to a sample, the quality and make of the sample which the Customer is obliged to inspect without undue delay, is always decisive.
- 4.10. Technical documentation – user manuals – are supplied in English and Czech.
- 4.11. Declaration of conformity under the provisions of Act No. 22/1997 Coll., on technical requirements for products and amending and supplementing certain acts, as amended, is a part of the delivery of devices.
- 4.12. The risk of damage to the item (goods) sold passes onto the Customer when the goods are handed over to the Customer.
- 4.13. In case the Customer arranges the transport of goods himself outside the territory of the Czech Republic, the Customer is obliged to submit Altium International without undue delay the necessary documents pursuant to Article 45a, paragraph 1, letter (b), paragraph 3 of the Council Implementing Regulation (EU) No 282/2011 of 15 March 2011 laying down implementing measures for Directive 2006/112/EC on the common system of value added tax (recast), as amended, and also provide Altium International with all necessary cooperation in this matter.

5. Payment Terms, Business Information

- 5.1. The price is payable upon delivery of the goods, work or service to the destination, usually based on an invoice issued by Altium International. The invoice maturity, unless otherwise specified, is 14 days for consumables, service parts, services and goods not listed below, 21 days for analytical systems and configurations, unless otherwise specified.



- 5.2. Invoices (tax receipts) contain all the particulars of a tax document pursuant to Act No. 235/2004 Coll., on value added tax, as amended. The Customer becomes the owner of the goods on the day of their full payment. Confirmation of the Customer's financial institution that a wire transfer to Altium International account has been made is proof of payment. Invoices (tax receipts) are sent in advance to the customer's agreed and approved email address, and are thus considered delivered.
- 5.3. Altium International is entitled to request a deposit (advance payment) from new Customers, Customers who repeatedly fail to meet the agreed maturity of invoices, or if performance requirements are not standard. The delivery period in these cases commences after the Customer has paid the deposit.
- 5.4. The Customer is not entitled to transfer any rights and obligations arising from or in connection with the Contract to a third party, in particular to assign any claim from Altium International without prior written consent of Altium International.
- 5.5. The Customer is not entitled to make any unilateral offsets, deductions or deferrals against Altium International 's claims without agreement with Altium International, regardless of any ongoing disputes or asserted claims.
- 5.6. Altium International does not consent to the assignment of any Contract or any part thereof to a third party.

6. Installation of Devices, Warranty, Claims, Training

- 6.1. If the delivery of goods includes installation, it is carried out at the Customer's request, but no later than 30 days after delivery of the goods. The Customer is obliged to provide Altium International with the necessary cooperation to install the goods. The warranty for Agilent Technologies devices and their accessories is 24 months from installation, the warranty for devices from other manufacturers is governed by the warranty rules of these manufacturers and may be specified during Contract negotiations. Unless otherwise stated, the warranty for third-party devices is normally 12 months from installation. Consumables and spare parts are warranted for 3 months after delivery. If the installation is not carried out within 30 days after delivery of the goods, the Customer may request a deferral - extension of the warranty - upon agreement with Altium International sales staff. In the event of a delay in the installation caused by the Customer which was not justified in writing, the warranty period starts automatically on the day of delivery to the place of performance.
- 6.2. The warranty does not cover defects in consumables and goods caused by improper use of the goods, in particular by improper connection of goods to other devices, use of unsuitable



consumables on goods, inadequate maintenance of goods, modification of goods not approved by Altium International or breach of warranty label etc.

- 6.3. The warranty does not cover the suitability of the goods for a certain special use.
- 6.4. Altium International will only be liable under the warranty provided for the removal of a defect that renders the subject of performance unusable or its applicability is very limited due to the occurrence of a defect and which occurs as a result of defects in the material used or production error.
- 6.5. The Customer is obliged to notify Altium International of any defects within the warranty period and immediately after they have been discovered or when they could have been identified with due care. Customers can file a complaint using the complaint form available on the Altium International website at <https://altium.net/cz/legislativa>, in the "Legislation & Documents" section. The Customer is obliged to hand over the claimed goods clean and harmless in terms of health safety. Health safety is declared by a decontamination form (available from Altium International on request). Otherwise, Altium International reserves the right not to accept the claimed goods. The Customer is informed about the result of the complaint no later than 2 weeks after receiving the subject of performance for complaint procedure. In case of necessary assessment of defects of goods by a producer, a complaint is usually resolved within 4 weeks.
- 6.6. In the event of a defect in the goods reasonably claimed by the Customer, Altium International will be entitled, at its discretion, to replace or repair the defective goods.
- 6.7. In case of unjustified complaint (if the reported defect is not found or the defect is not covered by the warranty), the Customer is obliged to pay the costs incurred for transport and inspection or repair before the goods are returned.
- 6.8. Part of the installation is to verify the functionality of the device and basic familiarization with operation (familiarization). The content of familiarization is governed by Altium International syllabus, which is part of the installation protocol. Installation and familiarization with operation are confirmed by signatures of both parties to the Contract.
- 6.9. If external operator training is included in the delivery, it is provided in the form of group training sessions as part of courses whose dates are announced by Altium International throughout the year. The customer can find information about the dates on the Altium International website at <https://altium.net/cz/sluzba-kategorie/skoleni> in the "Services/Training" section. The customer registers participants for the selected training session using the online form available for that session. Training prepaid as part of the device installation must be completed within 12 months of installation.



7. Warranty and Post – warranty Servicing of Devices

- 7.1. Altium International provides post-warranty servicing of devices by trained service technicians based on Customer requirements. During the warranty period, defects are resolved in expedited manner when the defect removal is initiated at the latest within 48 hours of its reporting. Post-warranty warranty defects may be solved within Framework Service Contracts with Altium International or in the form of individual Contracts (order and its approval). Altium International's service department accepts service requests via the "Service Request" web form on the Altium International website at <https://altium.net/cz/servisni-sluzby>, in the "Service" section. If the form is temporarily out of service or the Customer does not have internet access, the request may be reported by telephone at 725 631 863 and subsequently in writing by e-mail to servis.cz@altium.net or by post addressed to Altium International's registered office. To speed up troubleshooting of Agilent Technologies products, the Altium International Service Department uses the European Agilent Technologies Consulting Center and its expert database system. In certain cases, the defect may be solved by replacing the device or individual modules based on the producer's recommendations.
- 7.2. Post-warranty repairs are billed as material consumed during service intervention, time spent at the Customer and travel expenses according to the valid Altium International price list.
- 7.3. The method of removal of defects and subsequent procedure is always chosen by Altium International. Service is provided in the Czech Republic/Slovakia.

8. Service Contracts, Preventive Maintenance, Qualification Services

- 8.1. Altium International concludes framework service agreements with the Customer for both repairs during the term of the Contract, as well as for preventive maintenance and qualification services provided during this period (see Framework Contract for Provision of Service by Altium International s.r.o.). The Framework Service Contract defines how Altium International Customers and Altium International service cooperate in the provision and use of Altium International service, including the sale of service parts and consumables as part of the service, and is available on request from Altium International Sales and Service Departments.
- 8.2. The prices of preventive maintenance and qualification services include transport, issue of protocols and qualification documents. Preventive maintenance and qualification services prices do not include material costs as well as repair costs related to maintenance of the identified defects. In this case, the repairs of defects are classified as special paid repairs based on an individual order.



- 8.3. Qualification services evaluate the current state of the system based on performed tests and provide the user with information as to whether or not the system in question meets the required technical specifications. The qualification service does not replace repair or regular preventive maintenance recommended by the producer.
- 8.4. Date of performance – in the case of a Service Contract service intervention is started within two days (48 hours) following defect reporting. In the case of preventive maintenance and qualification services, the activity is planned together with the Customer to meet the deadlines set by the Customer. The Customer submits requests for the date of qualification services to Altium International at least 10 business days prior to the required date.
- 8.5. Altium International Service Department accepts orders for service on weekdays: Monday - Thursday, 8:30 am - 5:00 pm; Friday, 8:30 am - 3:00 pm.
- 8.6. The customer submits a defect report or a request for a qualification service appointment using the "Service Request" web form on the Altium International website at <https://altium.net/cz/servisni-sluzby>, in the "Service" section.. If the form is temporarily out of service or the Customer does not have internet access, the request may be reported by telephone at 725 631 863 and subsequently in writing by e-mail to servis.cz@altium.net or by post to Altium International's registered office address.
- 8.7. Altium International is authorized to issue device certificates for audits and laboratory control bodies within regulated environment under SOP Agilent Technologies or other laboratory device manufacturers included in this Contract. Customer – responsible person according to Article II. 1 of Service Contract – receives the original certificate for the performed qualification service confirmed by the responsible or authorized representative of the Customer and Altium International service technician, who performs the qualification service.
- 8.8. A report on the performed service intervention, the so-called service order (SO) at the end of each service visit. The SO is issued and handed over to the person accepting the service activity either in paper form or is sent electronically (by e-mail).

9. Bioinformatics Services

- 9.1. The subject-matter of bioinformatics services is bioinformatics data analysis. The output of the service for the Customer is a data file containing relevant analytical information about the biological sample under investigation.
- 9.2. The bioinformatics service is provided electronically through specialised information technologies. The Customer submits data for bioinformatics service processing electronically through a special web account assigned by Altium International. As this is a service concluded by distance, the Customer agrees to start the performance before the expiry of the



withdrawal period and acknowledges that this terminates their right to withdraw from the Contract. The resulting data files are transmitted to the Customer by saving them in the relevant section of the same Customer web account. The contractual obligation to deliver an output data file with analytical information is fulfilled by storing this data file in the Customer's web account. The Customer is trained by an Altium International employee on how to operate the web account when it is set up. The Customer shall not provide its web account access data to any other entity or independent third party, except for its authorised employees, for whom it shall also take measures against misuse or further dissemination of the access data to unauthorised entities.

- 9.3. In specially arranged cases, the Customer may physically deliver biological samples to Altium International for bioinformatics services by a specialised courier or by their own transport, subject to specific legislation and Altium International guidelines governing the preparation, transport and storage of such samples. In such case the sample is handed over to Altium International to perform the bioinformatics service at the moment of handover by the person who performed the transport, unless the sample transport is performed directly by Altium International. The output data file with analytical information is also in this case transmitted to the Customer in electronic form, as previously agreed. Submitted samples are not returned to the Customer and may be disposed of by Altium International. The Customer is aware that even if the conditions of sample preparation, transport and storage are met, the sample may not be suitable for successful bioinformatics analysis or the bioinformatics analysis may fail for other reasons.
- 9.4. The digital service is provided through the processing of data by a computer program (software) owned by Altium International (copyrights owner) or used by Altium International under a license. The processed data and the processing program (software) may also be stored on a remote server located in third countries outside the European Union.
- 9.5. Due to the special nature of the bioinformatics service, the Customer waives the right to compensation for any damages resulting from the failure to perform or faulty bioinformatics services and analysis. The Customer also waives any liability for any defects in the bioinformatics service. In the event of non-performance or faulty bioinformatics services and analysis, the Customer is entitled to a refund of a proportionate part of the price of the non-performed or faulty service; the Customer must notify Altium International of the faulty service within one week of the delivery of the resulting data files, otherwise the Customer's right to a refund of a proportionate part of the price of the service is forfeited.
- 9.6. Data or biological samples submitted by the Customer for bioinformatics service processing must be labelled in such a way that they cannot be confused and this labelling must be anonymised in such a way that the right to protection of personal data of the person whose



data or samples are processed cannot be violated. Altium International otherwise has the right to refuse to provide the bioinformatics service.

- 9.7. Unless otherwise specifically agreed by the Parties, the Customer shall store the resulting analytical data of the bioinformation service from a special web account or otherwise taken from Altium International on its own reliable data storage and ensure its archiving. This is without prejudice to Altium International's right to retain this data for its own purposes.
- 9.8. Altium International is not responsible for the interpretation of the results of the bioinformatics service or for other conclusions (e.g. diagnostic conclusions, treatments, etc.) made on the basis of the analytical results of the bioinformatics service.
- 9.9. Altium International has the right to use the resulting analytical data from the bioinformatics service to modify and optimise analytical algorithms and procedures for the purpose of streamlining and optimising bioinformatics technologies and procedures. For this purpose, the Customer grants Altium International unlimited consent to process the resulting analytical data from the bioinformatics service, including the processing of technical meta-analyses. The resulting analytical data may only be used for other purposes with the express consent of the Customer. The Customer has the right to use the resulting analytical data from the bioinformatics service without restriction.

10. Penalties

- 10.1. In the event of Customer's default with any payment, late interest at 0.05% of the amount due for each calendar day of delay, but no more than 5% of the total price, will be charged. The payment obligation is met by crediting the outstanding amount to the Altium International account. In the event of a delay by Altium International in the delivery of goods under the Contract, the Customer is entitled to charge Altium International a contractual penalty of 0.05% for each day of delay, but no more than 5% of the total price of the undelivered goods.
- 10.2. Altium International is entitled to suspend the performance of its obligations under the Contract if the Customer is in default with any payment under the Contract or these Business Conditions and Terms until it is fully paid. Altium International is not in delay if the Customer is in default with the payment of the amount due or with the fulfillment of any of its obligations under the Contract or these Business Conditions and Terms or with the provision of the necessary cooperation necessary to fulfill Altium International's obligation.
- 10.3. If the Customer is in default with payment of the price or part thereof, the Customer is obliged to allow Altium International to exercise its ownership rights to the subject of performance, i.e. in particular to inform Altium International where the subject of



performance is located, allow Altium International to access the subject of performance and collect it.

- 10.4. All discounts on the price of goods, works or services are provided subject to compliance with the agreed maturity dates. If the Customer is in default with any monetary obligation, on first day of the default the Customer will lose any entitlement to all discounts on price of the subject of performance.
- 10.5. If the Customer is in default with its partial payment obligation (installment), the entire remainder of the outstanding obligation (price of the subject of performance) becomes immediately payable.

11. Force Majeure

- 11.1. Neither party will be liable for failure to fulfill its contractual obligations as a result of Force Majeure. For the purposes of this Contract, Force Majeure means cases which are independent on the parties and the parties may not influence them. If Force Majeure lasts less than six (6) months, performance of obligations will be extended for the duration of Force Majeure. If Force Majeure lasts longer than six (6) months, it is necessary to resolve the situation by mutual agreement between the Customer and Altium International.
- 11.2. In the event of Force Majeure, Altium International will promptly notify the Customer in writing of such condition and its cause, as well as of its termination. Unless otherwise stated in writing by the Customer, Altium International will continue to fulfill its obligations under the Contract as long as it is reasonable and is obliged to seek all reasonable alternative means of performance of the Contract that are not prevented by a force majeure event.

12. Other Rights and Obligations of the Parties

- 12.1. Legal relations not governed by the Contract or these Business Conditions and Terms are governed by the provisions of Act No. 89/2012 Coll., the Civil Code, as amended.
- 12.2. If the legal relation established by the Contract contains an international (foreign) element, the parties agree that this relationship is governed by Czech laws.

13. Personal Data Processing

- 13.1. Details regarding the personal data processing policy are available on the Altium International website at <https://altium.net/cz/ochrana-soukromi>, in the "Legislation & Documents" section.



These Business Conditions and Terms are made in Czech and English languages, and in case of discrepancies between the two versions the Czech version will prevail.

In Prague, 3th July 2026

Ing. Naděžda Jeřábková,
CEO Altium International s. r. o.