

GENERAL TERMS AND CONDITIONS

**for purchase of goods and services for the trading company EKOSTROJÍRENSTVÍ TŘINEC, a.s.
effective as of 1 January 2021**

I.

General Provisions

I.1 These General Terms and Conditions (hereinafter referred to as “**GTC**”) are the general terms and conditions within the meaning of the provision of Section 1751 of Act No. 89/2012 Coll., Civil Code, as amended in the territory of the Czech Republic (hereinafter referred to as “**Civil Code**”). The purpose of the GTC is a detailed adjustment of obligations arising from purchase contracts concluded between a buyer/customer, which is a trading company EKOSTROJÍRENSTVÍ TŘINEC, a.s. (hereinafter referred to as “**Buyer**”) and a seller/supplier who is doing business as a corporate body or natural person (hereinafter referred to as “**Seller**”), the line of business of which is the purchase of goods, or provision of services related to the purchase of goods.

I.2 The GTC along with particular conditions of a purchase, which are the subject-matter of a general contract, purchase contract, confirmed order, etc. (hereinafter referred to as “**Contract**”) represent an entire agreement of the contracting parties on terms and conditions of the purchase of goods and replace all terms and conditions earlier proposed by the Buyer or Seller and prior verbal or written provisions related to the contents of the Contract. The Contract is formed by a text of the Contract itself, and the GTC, whereas if the provisions of the contracting parties in the Contract are different from the ones in the GTC, the provisions of the Contract shall prevail. The Contract is concluded by the contracting parties as entrepreneurs at a business performance.

I.3 The GTC are binding for the contracting parties as of the date of the conclusion of the Contract provided that the Contract includes a written reference to the GTC, and the GTC are attached to the Contract, or the Seller confirms in the Contract or otherwise that the Seller is acquainted with the GTC. The Seller considers the GTC as binding conditions for all deliveries of goods that are to be made based on the Contract.

I.4 Legal negotiations are considered to be made in writing if made electronically or via other technical means (particularly by e-mail) enabling recording the contents and designation of the acting person provided that their contents are definite and understandable.

II.

The Subject-Matter of the Contract

II.1 The subject-matter of the Contract is the Seller’s obligation to provide the Buyer with a thing that is the subject of the purchase (hereinafter referred to as “**Goods**”), to enable the Buyer to acquire the title to Goods, and provide the Buyer with agreed services related to the purchase of Goods, and the Buyer’s obligation to take delivery of Goods and related services and pay an agreed price to the Seller. If it is referred to Goods herein, the provisions related to Goods are also applied to the related services.

II.2 Within the Seller’s obligation arising from the Contract, the Seller shall provide the Buyer with all documentation as to the delivered products and equipment, required by the Contract or by the generally binding legal regulations and enabling the Buyer to dispose of them properly, particularly

relevant product certificates and attestations or other documentation of quality, certificates of conformity, declarations of origin of the products and equipment, a declaration on completeness of delivery, operating manuals, declarations on provided quality guarantee, etc.

II.3 The Seller undertakes to deliver Goods to the Buyer properly and in time, under the agreed terms and in the quantity and quality agreed, otherwise in the quality corresponding to relevant regulations and technical standards in force and effect in the Czech Republic for the particular type of product.

III.

Conclusion of Contract

III.1 The Seller undertakes to confirm the acceptance of an order (an offer to enter into Contract) by sending the signed order by fax or e-mail in the scanned form to the contact data of the Buyer, stated in the order, within 24 hours after delivery of the order to the Seller unless another term for its acceptance stipulated in the order.

III.2 The Seller is not entitled to accept the Buyer's order with any amendments or reservations thereto, even though not changing its conditions materially; such acceptance is considered as the refusal of the order, and as a new offer to conclude the Contract.

III.3 If the Seller, without accepting the order in the above-stated way, delivers ordered Goods to the Buyer, it is understood that the Seller thereby expresses its consent to the Contract, including the GTC, i.e. that the Seller accepts the offer to conclude the Contract containing the GTC without any reservations as of the moment when the Seller delivers Goods to the Buyer. However, the Buyer is entitled to refuse delivered Goods and cancel the Contract within five (5) working days after receipt of Goods at the latest.

IV.

Purchase Price

IV.1 The purchase price for Goods is the price agreed by the contracting parties in the Contract. Unless otherwise agreed by the contracting parties, the agreed purchase price for Goods is fixed, binding and unchangeable.

IV.2 If the purchase price for Goods is agreed for the unit of weight (e.g. for 1 kg/ton/CZK/EUR), or according to other units (unit of area, e.g. meter) or according to the number of pieces of Goods, the decisive information concerning the quantity of delivered Goods is stated in the relevant delivery note/consignment note.

IV.3 Unless otherwise arising from the contents of the agreed INCOTERMS delivery clause, or if no INCOTERMS delivery clause is agreed in the Contract, or unless otherwise stated in the Contract, the purchase price for Goods includes all Seller's costs related to the delivery of Goods to the agreed place of delivery, including the costs of transport of Goods to the Buyer and the other costs related to fulfilment of the obligations according to the Contract.

IV.4 Unless otherwise expressly agreed in the Contract, the purchase price for Goods is stated as the price of the amount exclusive of value-added tax (hereinafter referred to as "VAT"). VAT shall be added to the purchase price for Goods in the rate valid as of the date of the relevant taxable supply if

stipulated by Act providing for value-added tax No. 235/2004 Coll., as amended (hereinafter referred to as “**Value Added Tax Act**”). This is not applied if the performance is realized in the regime of the transferee tax liability and the Buyer shall declare VAT.

IV.5 The Seller is responsible for the determination of a proper tax regime under the Value Added Tax Act. If the Buyer's tax administrator questions the tax regime applied by the Seller, the Seller shall issue a correction tax document and pay VAT or ask the Buyer for its payment. Reciprocal obligations arising from VAT corrections shall be met within thirty (30) days after the date of the issue of the correction tax document. If the Buyer is obliged to pay VAT or is imposed by the tax administrator the obligation to pay interests on late payment or other sanction due to the wrongly issued tax document, the Seller shall settle to the Buyer all payments that have been paid by virtue of that by the Buyer to the tax administrator.

V.

Terms of Payment

V.1 The purchase price for Goods is paid by the Buyer based on a tax document issued to the Seller not later than by fifteen (15) days after meeting the Seller's obligation to deliver Goods, i.e. delivery of Goods to the agreed place of destination, whereas this day is simultaneously the day of taxable supply within the meaning of the Value Added Tax Act. Unless another agreement concluded between the contracting parties, the due date of the purchase price according to the tax documents is sixty (60) days after their delivery to the Buyer.

V.2 If the contracting parties agree on the delivery of Goods cash on delivery via a carrier, the payment of the purchase price for Goods shall be made in cash according to the conditions of the particular carrier.

V.3 Each tax document issued by the Seller shall contain particulars of a common tax document according to generally binding legal regulations and comply with the conditions pursuant to clause V.5 hereof. If any tax document (invoice) fails to contain such particulars or to comply with these conditions, the Buyer is entitled to return the tax document to the Seller for its correction. A new due date of the purchase price for Goods commences by the day of delivery of the proper tax document (i.e. corrected invoice, or a newly issued invoice) regardless of information about the date of issue of the invoice.

V.4 The payment of the Buyer's obligations according to tax documents can be realized in the form of set-off if any mutual receivables and obligations capable of being set off exist.

V.5 Except for the payment of the purchase price for Goods delivered cash on delivery (see the clause V.2 hereof), the purchase price for Goods shall be credited to the Seller's bank account stated in the proper tax document (invoice), whereas the Seller's bank account shall be simultaneously the account published by the tax administrator in the way enabling remote access pursuant to the provision of Section 109, Sub-section 2, letter c) of Value Added Tax Act (hereinafter referred to as “**Published Account**”). Each invoice shall simultaneously contain a reference to the document confirming the receipt of Goods by the Buyer (delivery note, another transport document, report, etc.).

V.6 The Seller confirms that it is not an unreliable payer pursuant to Section 106a of Value Added Tax Act (hereinafter referred to as “**Unreliable Payer**”) and simultaneously is not in the position or, on the due date of liabilities of the Buyer, in danger of being in the position of inability to meet its tax liabilities

pursuant to Value Added Tax Act towards its tax administrator. In the event that not later than on the due date of tax documents (invoices) the Buyer finds out that in the register enabling remote access is published the fact that the Seller has become the Unreliable Payer, the Buyer is entitled to pay the purchase price or its part exclusive of VAT, whereas the Buyer applies the institute of the special way of tax security pursuant to the provision of Section 109a) of Value Added Tax Act, i.e. by payment of the relevant VAT to the tax administrator as at the due date of the relevant tax document (invoice). By payment of the invoiced purchase price exclusive of VAT to the Seller's bank account and transfer of the amount corresponding to VAT to the tax administrator's account, the Buyer's obligation to pay the purchase price for Goods including VAT is met, and the Seller is not entitled to ask the Buyer for payment of the amount corresponding to the tax on such taxable supply.

V.7 Delivery of tax documents (invoices) by the Seller shall be made electronically by e-mail to the address efaktury73@trz.cz with a secured electronic signature or to the data box ID: w4dipwq.

V.8 If electronic billing pursuant to clause V.7 is impossible for the reasons on the part of the Seller, the tax document (invoice) shall be delivered to the Buyer's delivery address for the receipt of invoices - tax documents:

TŘINECKÉ ŽELEZÁRNY a. s., PPd – Podatelna, Průmyslová 1000, Staré Město, 739 61 Třinec.

V.9 Assignment of any Seller's receivables from the Buyer, arising from the Contract or any breach thereof or in connection therewith, is impossible without the previous written consent of the Buyer. If such Seller's receivables from the Buyer cannot be assigned to another, it cannot be pledged to secure meeting its obligations of the Seller or third persons. If the Seller, without the previous consent of the Buyer, concludes a contract on assignment or pledge of receivables arisen from the Contract or any breach thereof or in connection therewith, the Seller shall pay to the Buyer a contractual penalty amounting to twenty percent (20%) of the nominal value of the receivables that it has tried to assign or pledge without authorization. The right of the Buyer to damages is not thereby affected provided that it arises due to the Seller's action in contradiction with the prohibition of assignment/pledge of the receivables. The contract on assignment/pledge of receivables, concluded by the Seller without the previous consent of the Buyer, is always invalid, subject to all consequences arising therefrom for the contracting parties as well as third persons.

VI. Delivery Conditions

VI.1 The Seller fulfils its obligation to deliver Goods according to DDP delivery clause, INCOTERMS 2020, i.e. by delivery of Goods on Seller's nominated transport to the agreed place of destination unless another delivery clause agreed in the Contract.

VI.2 Place of performance/destination is agreed in the Contract, or shall be communicated/specified by the Buyer to the Seller within sending dispositions before sending Goods.

VI.3 The Seller shall deliver Goods on the day agreed in the Contract as the delivery term or otherwise specified term of performance ("just-in-time" delivery) or in 14 days, preceding the agreed term. Delivery of Goods earlier than 14 days before the agreed term of performance is considered for the purposes of the GTC as early performance, and it is possible only with the previous consent of the Buyer.

VI.4 The proof of delivery of Goods to the Buyer is a record, delivery note, or another transport document signed by both contracting parties, or by the carrier ensuring transport of Goods for the Seller. By the moment of delivery of Goods by the Seller/carrier and by receipt of Goods by the Buyer, the title to Goods as well as the risk of damage to Goods is transferred to the Buyer. Unless otherwise agreed between the contracting parties, the Seller is not entitled to provide partial deliveries of Goods without the previous consent of the Buyer.

VI.5 Along with Goods, the Seller is obliged to provide the Buyer with all documents necessary for the receipt of, free handling with, proving the origin and use of Goods, or other documents stated in the Contract.

VI.6 Goods shall not be encumbered by any legal defects, shall be free of any obligations, claims, or rights of third persons. If any third person claims anything towards the Buyer for the reason that according to its statement the Buyer breaches their rights by using Goods, the Seller is always obliged to ensure without any delay so that the requirements of the third person would be satisfied, or otherwise settled without the necessity of any performance on the part of the Buyer. Otherwise, the Seller shall indemnify the Buyer for everything provided to the third person or anybody else for that reason, as well as the reasonable costs related therewith. Moreover, in case of any dispute, including any litigation, arising from breach of intellectual property rights of third persons, the Seller undertakes to join such a dispute at its expenses and protect the Buyer's interest.

VI.7 If the contracting parties fail to agree based on the Buyer's requirement on a special way of Goods packaging, the Seller shall provide Goods with packaging as usual for the concerned type of delivered Goods, appropriate for sending and transport of delivered Goods, which ensures that Goods are not damaged or destroyed during transport and necessary handling thereof at unloading, or temporary storing. Containers are considered as disposable, they remain at the Buyer's disposal (the Buyer becomes an owner of the containers after the receipt of Goods), except for the containers, the conditions of returning of which to the Seller are agreed by the contracting parties.

VI.8 The Buyer is not obliged to take over Goods if not delivered according to the Contract, i.e. in the agreed sort, quantity, quality or make, if show defects, if delivered in damaged packaging, or there are any reasonable doubts about the integrity of Goods, or if all agreed particulars and documents are not delivered along with Goods. The consequences of such refusal to take over Goods are taken by the Seller.

VII.

Guarantee of Quality

VII.1 The Seller provides a quality guarantee for Goods in the length of 24 months after the day of the first use of Goods by the Buyer for the agreed or usual purpose, however, not more than 36 months after the day of delivery of Goods to the Buyer unless another guarantee period agreed in the Contract. The above-stated provision takes account of the fact that Goods are temporarily stored after their delivery to the Buyer (Goods shall not be used for their purpose for the period of temporary storing). By the quality guarantee, the Seller guarantees that Goods shall remain the agreed/usual properties and technical parameters for the period of the guarantee, and shall be eligible for use for the purpose according to the Contract, or for the usual purpose. The guarantee is not applied to the wear and tear of Goods caused by their usual use.

VII.2 Checking the quality and functionality of Goods by the Buyer is not necessary and is not a condition for exercising the rights arising from the faulty performance.

VII.3 In case of claiming a defect of Goods (complaint), the Buyer is entitled to choose a claim from faulty performance (free repair or replacement of faulty Goods by defect-free Goods or any abatement of the purchase price for Goods, and/or combination of the stated claims, or withdrawal from the Contract). All costs related to any replacement delivery of Goods to the Buyer or repair of Goods and the costs reasonably spent on exercising the right arising from faulty performance and damages incurred to the Buyer by delivery of faulty Goods, are born by the Seller. At the Seller's request (at the expense and risk of the Seller), the Buyer shall send faulty Goods back to the Seller. The right to compensation of the costs reasonably spent on exercising the rights arising from faulty performance shall be applied by Buyer within one month after the day on which all obligations of the Seller arising from its responsibility for defects are fulfilled.

VII.4 The Seller undertakes to reply to the Buyer's complaint immediately, get to the place of Goods under complaint and, simultaneously, submit a written proposal of dealing with the complaint to the Buyer, respecting the choice of claim from faulty performance applied by the Buyer, not later than within 5 working days after delivery of the Buyer's complaint. Within its statement, the Seller shall notify the Buyer of the term necessary for removal of the defect or another form of dealing with the complaint (e.g. replacement of Goods). If the Seller fails to do it within the above-stated period, the Buyer is, at the expense of the Seller, entitled to: (i) remove the defect itself, (ii) ensure removal of the defect of Goods or replacement of Goods via a third subject. The Buyer is entitled to proceed in the same way unless the defect is removed by the Seller in the agreed term; and if no such term is agreed and unless the defect is removed by the Seller without any unjustified delays within a reasonably short period, not later than in the term notified by the Seller to the Buyer, even after written notification of the Buyer, providing an additional reasonable period for removal of the defect. The Buyer's claim to payment of the contractual penalty pursuant to clause IX.3 hereof is not thereby affected.

VII.5 In case of guarantee defects in Goods claimed lawfully by the Buyer, the guarantee period is extended by the period from receipt of the complaint by the Seller to the full removal of the defect claimed.

VII.6 Defects in Goods that are apparent even at the delivery of Goods by the Seller (Seller's carrier), particularly discrepancies in quantity, apparent damage of shipment or incompleteness of delivery or any circumstances indicating it, shall be communicated to the Seller not later than within 15 days after receipt of Goods by the Buyer. The apparent defects at the delivery of Goods to the Buyer are considered for the purposes the defects detected by common visual inspection and checking the data in the documentation on delivery and acceptance of Goods, without unpacking of Goods.

VII.7 Until the removal of defects of Goods, the Buyer is not obliged to pay any part of the purchase price corresponding to the Buyer's claim to discount if the defects are not removed. This part of the price shall be settled by the contracting parties after meeting all Seller's obligations arising from its responsibility for defects.

VIII. Goods Quality Requirements

VIII.1 The Buyer's requirements for the Seller's quality system arise from EN ISO 9001, EN ISO 14001, or from the other valid norms; the Seller shall comply with the conditions required by the norms even though the Seller itself does not have to be certified.

VIII.2 The proof of the quality of Goods shall be "Certificate of Quality and Delivery Completeness" delivered by the Seller to the Buyer along with Goods and the other documents (see clause VI.5 of GCT).

VIII.3 The Buyer is entitled to participate in customer audits at the Seller. The Buyer is further entitled to check the Seller's provisions to ensure the permanent improvement of delivery quality. For this purpose, the Buyer reserves the right to conduct a system, process, or product audit at the Seller and shall notify the Seller thereof at least 10 working days in advance. The Seller undertakes to allow the Buyer or its authorized representative, on behalf of him/her the Seller exercises its rights, the access to the premises of the Seller for the performance of the above-stated activities.

VIII.4 Unless the contracting parties specify expressly the quality and design of Goods, the Seller shall provide the Buyer with Goods in the quality and design fully suitable for the purpose Goods are delivered for, and if such purpose is not agreed, for the purpose such Goods are usually used for. Goods and the parts used for their production shall be new, unused, and undamaged.

IX.

Sanction Provisions

IX.1 In case of the Seller's delay with the agreed term to deliver Goods to the place of performance, the Buyer is entitled to require payment of a contractual penalty agreed amounting to five-tenths percent (0.5%) of the purchase price for non-delivered Goods for each commencing day of delay. If such delay lasts more than 1 month, the contractual penalty is increased by one percent (1%) of the purchase price for non-delivered Goods for each commencing day of delay, whereas such a rate is applied for the whole period of the delay.

IX.2 In case of the Buyer's delay with the performance of financial obligation accepted within the Contract or otherwise arising therefrom, the rate of interest on late payment is twenty-five-thousandths percent (0.025%) of the due amount for each, even commencing, day of delay. Both contracting parties unanimously state that the interest rate thus determined is standard as to its amount in similar business relations, and it is not grossly unjust towards the Buyer.

IX.3 In case of the Seller's delay with the meeting of its obligations arising from its liability for defects of Goods, the Buyer is entitled to require payment of the contractual penalty amounting to five percent (5%) of the purchase price as to faulty Goods, however, at least one thousand Czech crowns (CZK 1,000.-) for each commenced day of delay.

IX.4 The contracting parties agreed that the injured party is entitled to claim damages to the extent exceeding the contractual penalty by which breach of the same contractual liability, in consequence of which such damage is incurred, is affected. It is applied to all agreed contractual penalties.

IX.5 If a contracting party exercises the right to payment of the contractual penalty, interest on late payment, or damages towards the other party, the other party shall pay it within 30 days after delivery of their calculation to the other contracting party.

IX.6 The obligation, the satisfaction of which is secured by the contractual penalty, shall be satisfied by the liable party regardless of the provision on the contractual penalty, i.e. even after payment of the contractual penalty.

X.

Force Majeure

X.1 In the event that during the term of contractual relation according to the Contract any extraordinary, unpredictable, and insurmountable obstacle that temporarily or permanently prevents some of the contracting parties from meeting the obligations according to the Contract arises, the contracting parties undertake without undue delay to inform in writing about such an obstacle as well as expected time of its duration, and discuss other measures. The “obstacles” of the contracting party mean any circumstances of force majeure, particularly a strike, war, other unrest of a similar nature, business, currency, political, and other measures of the authorities, natural disasters such as fire, floods, earthquake, a stroke of lightning, arctic frosts preventing from or limiting the transport of goods, etc., and similar events of force majeure, including any decisions and instructions of relevant state authorities limiting or preventing from the performance of contractual obligations arising from the Contract. The contracting party that is under circumstances of force majeure is not liable for default of obligations from the Contract or incurred delay.

X.2 If the obstacle due to force majeure lasts for the period exceeding thirty (30) calendar days, the contracting parties shall meet their obligations arising from the Contract as soon as the consequences of force majeure pass, whereas delivery periods and all other terms shall be postponed by the period of the effect of force majeure. If the obstacle of force majeure lasts more than 30 calendar days, either contracting party is entitled to withdraw from the Contract.

XI.

Confidentiality, Confidential Information, Intellectual Property

XI.1 The contents of the Contract as well as all documents, data materials, and information, provided by one of the contracting parties to the other contracting party in connection with the Contract, are confidential, and the receiving contracting party is entitled to disclose them to any third persons only with the prior consent of the disclosing contracting party unless they refer to the facts or information generally known or available from public resources (unless they became thus by breach of obligations according to the clause), or using or disclosure of such facts and information to the necessary extent based on a statutory obligation or to meet an obligation of the contracting party according to the Contract, or to protect or exercise the rights of the contracting party properly. The Buyer is entitled to use the documentation delivered to the Buyer in connection with Goods for the purposes it is intended for, and the Buyer is entitled to disclose it to third persons for such a purpose.

XI.2 If the Buyer provides the Seller with the documentation necessary for production and delivery of Goods (i.e. designs, drawings, and other sources), the Seller is entitled to use the documentation exclusively for the purpose it is provided for; the Seller is not entitled to use the documentation for its own need or otherwise in contradiction with the purpose of the Contract, or pass it to third persons, or enable them to have access to the documentation. The Buyer reserves proprietary, industrial rights and

copyrights to the documentation. If the purpose for which the documentation is provided to the Seller passes, the Seller shall return the documentation to the Buyer immediately and destroys all its copies made.

XI.3 The Seller assures the Buyer that by using and accepting of Goods it shall not be infringed upon third persons' rights to the author's work, trademark, patent, utility mode, invention, biotechnological invention, the topography of a semiconductor product, trade name, the indication of origin and geographical indication, trade secret, know-how, improvement proposal, or goodwill. The provision of clause VI.6 hereof is not thereby affected.

XII.

Cancellation of the Contract

XII.1 The contracting parties may terminate the Contract by a written agreement.

XII.2 The right to withdraw from the Contract belongs to the entitled contracting party only in case of a material breach of the Contract by the liable contracting party or in the events expressly stated in the Contract or the GTC or Civil Code; the material breach of the Contract is considered, including but not limited to:

a/ the Seller's delay with the delivery of Goods if the Seller fails to deliver Goods even after a lapse of an additional delivery period stated by the Buyer in its call sent to the Seller, whereas the additional delivery period shall not be shorter than five (5) working days;

b/ the Buyer's delay with payment of the purchase price for Goods, which persists even after a lapse of thirty (30) calendar days after delivery of a written Seller's reminder.

XII.3 Each contracting party may further withdraw from the Contract in the event that

a/ a competent court decides on the bankruptcy of the other contracting party, or

b/ the other contracting party shall go into liquidation.

XII.4 The effects of withdrawal always occur upon delivery of a written notice on withdrawal from the Contract to the other contracting party.

XII.5 If the subject-matter of the Contract is repeated deliveries of Goods of the same sort and the Contract is agreed for an indefinite period of time, the Buyer is entitled to terminate such Contract giving a written two(2)-month notice; in that event, the Contract shall terminate after a lapse of last day of the second (2nd) calendar month following the delivery of the written notice to the other contracting party.

XIII.

Final Provisions

XIII.1 Each contracting party undertakes to ensure the protection of personal data related to the other contracting party, which will be processed under the Contract and/or related thereto. While processing personal data, the contracting parties shall particularly ensure the personal data to be processed in a statutory way, only to the necessary extent and for the necessary time, to be secured technically and organizationally to prevent unlawful or accidental access thereto, their changes, destruction or loss, unauthorized transfers, another unauthorized process, or another misuse. The contracting parties are further obliged to ensure so that all obligations arising from the legal regulations, particularly Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with

regard to the processing of personal data (“**GDPR**”) are secured personally and organizationally, continuously for the period of processing of the personal data.

XIII.2 The legal relations arising between the Seller and Buyer from the concluded Contract or in connection thereto as well as other particulars not discussed in the Contract and the GTC are regulated by Czech law, particularly by the relevant provisions of the Civil Code.

XIII.3 All disputes arising between the Seller and Buyer, which cannot be solved amicably between the contracting parties, shall be decided according to the Czech material and procedural law, by a court having subject-matter jurisdiction, the local jurisdiction of which shall be determined according to the registered office of the Buyer.