

SALE AND PURCHASE AGREEMENT

Contract number: 724101

1 PARTIES

This Sale and Purchase Agreement ("**Agreement**") is made and entered into by and between the following parties:

- (a) Nurmeksen Työstö ja Tarvike Oy, Business ID: 0558169-2, Address Pöpylantie 14, 75500 Nurmee, Finland ("**Seller**"); and
- (b) [Czech Geological Survey], Address Klárov 131/3, Malá Strana, 118 00 Praha 1, IČO 00025798 ("**Purchaser**").

The Seller and the Purchaser are hereinafter referred collectively as the "**Parties**" and each separately as a "**Party**".

2 BACKGROUND AND PURPOSE

- 2.1 The Purchaser desires to purchase and the Seller to sell the Products (as defined in Section 3, below).

3 DEFINITIONS

As used in this Agreement, unless expressly otherwise stated, the following terms have the following meanings:

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|---|---|
| " Confidential Information " | means any and all information of a Party, its affiliates, suppliers, licensors and/or out-sourced service providers identified as confidential at the time of disclosure or that should be reasonably understood by the receiving Party as confidential, including, without limitation, products, documentation, plans, materials, designs, specifications, diagrams, drawings, pictures, trade secrets or inventions disclosed by a Party to the other Party, whether in writing, orally, electronically or otherwise, and whether designated as confidential or not. |
| " Coresaw(s) " | means the saw designed, manufactured and marketed by the Seller for cutting bore hole samples. |
| " Documentation " | means user manuals and other written or electronic documentation that the Seller provides. |
| " Intellectual Property Rights " | means any and all intellectual property rights, such as patents, inventions (whether or not patentable), industrial designs, utility models, trademarks, logos, trade secrets, domain names, trade dress, techniques, methods, processes, discoveries, copyrights (including without limitation, the right to amend and further develop as well as to assign one's rights), rights in design, and rights in know-how, in each case whether registered or unregistered, whether registerable or not, and including applications for grant of any of the foregoing and all rights or forms of |

"Marks" means "Coresaw"

protection having equivalent or similar effect to any of the foregoing which may now or at any time hereafter exist anywhere in the world.

"Product"

and any other the trade names, trademarks or logos used by the Seller to identify the Products.

means the Coresaw as well as blades and other spare parts to it defined in Quotation.

4 SALE AND PURCHASE

- 4.1 The Seller hereby agrees to sell and deliver and the Purchaser agrees to purchase the Products.

5 PURCHASE PRICE

- 5.1 The prices for the Products are set in Quotation.

6 DELIVERY TERM

- 6.1 If not otherwise agreed in writing, the term of delivery shall be DAP INCOTERMS (Čsl. armády 432, 270 51 Lužná). Insurance paid by the seller.
- 6.2 The delivery date is within 15 weeks from the conclusion of the contract.

7 PAYMENT TERM, INVOICING, RETENTION OF TITLE

7.1 Payment term

- 7.2 The Buyer shall pay the purchase price within 14 days from the date of delivery, acceptance of the subject of purchase, and installation.

7.3 Passing of risk, Title

- 7.3.1 The risk passes to the Purchaser upon delivery and installation of the Product.
- 7.3.2 Title to the Products passes to the Purchaser upon full payment of the purchase price of the Products. However, software (if any) in the Products is licensed to be used in conjunction with the Products, not sold.
- 7.3.3 The Purchaser shall keep all Products for which the title has not yet passed separated from other products and clearly marked as the Seller's property.
- 7.3.4 The Purchaser shall ensure that the Products that have been delivered but the title of which has not yet passed to the Purchaser are fully insured against loss or damage.

8 SELLER'S DUTIES

- 8.1 The Seller delivers the Products packaged and accompanied with user's manual in English, unless other language(s) have been agreed with the Purchaser in written form.
- 8.2 Unless otherwise agreed in writing, the Seller shall provide training to one person of the Purchaser's staff or contractor free of participation fee provided that the trainings are held in the Seller's premises in Nurmee, Finland. The Purchaser shall bear all expenses of to its employees or contractors participating in the trainings, such as travel and accommodation expenses. Within a month after signing the contract, the buyer will receive a user's manual including technical conditions for connecting the saw to the electrical network and water management

9 PROPRIETARY RIGHTS

- 9.1 Any and all Intellectual Property Rights in and to and relating to the Products and the Documentation, and any modifications, translations, amendments and derivatives thereof, by whomever made, are and shall belong to the Seller and/or its suppliers.
- 9.2 The Purchaser may not register trade or service marks or domain names similar or confusingly similar to the Marks, the Seller's other trademarks or service marks or the Seller's company name or domain names, or any variations or misspellings thereof. The Purchaser may not remove, alter or modify any Marks or proprietary rights notices from the Products or the Documentation.
- 9.3 Other than as expressly authorized in this Agreement, the Purchaser shall not attempt or knowingly permit or encourage any third party to: i) except in the case of the re-sale of the Coresaw, rent, lease, license, loan, assign, resell or otherwise transfer the Documentation or any copy thereof or to permit any of them to be used, directly or indirectly, by any third party; ii) open, repair, disassemble, decompile or reverse engineer the Products; iii) modify or create derivative works of the Products or the Documentation; iv) use, reproduce or copy the Products or the Documentation; or v) otherwise compromise the Seller's or its suppliers' rights in the Products or the Documentation.
- 9.4 There are no implied licenses.

10 CONFIDENTIALITY

- 10.1 Without limiting the generality of the definition of the Confidential Information, the design and structure of the Products and the ideas underlying the Products and the results of any benchmark, comparisons, evaluation or other tests regarding the Products are Confidential Information. The Purchaser acknowledges that the Confidential Information and any derivatives and modifications thereof are proprietary to and valuable trade secrets of the Seller or its suppliers.
- 10.2 The Purchaser may not disclose the Confidential Information to any third party without the prior written consent of the Seller and may not use the Confidential Information for any purpose other than for the proper performance of the Purchaser's obligations under the Agreement.
- 10.3 The Purchaser shall maintain the confidentiality of the Confidential Information using at least as great degree of care as it uses to protect the confidentiality of its own most confidential information but in no event less than a reasonable degree of care.
- 10.4 The Confidential Information does not include information for which the Purchaser can prove by written documentation: (i) has been in its possession without any confidentiality and non-use obligations prior to its receipt hereunder; (ii) is now or later becomes generally available to the public through no fault of the Purchaser; (iii) was received by the Purchaser in good faith on a non-confidential basis from a third party who, in making such disclosure, did not violate any obligation of confidentiality; or (iv) is obliged to be disclosed by the Purchaser pursuant to mandatory law or regulation or mandatorily in a judicial proceeding, in which case the Purchaser shall provide to the Seller immediately a written notice of such request, cooperate with the Seller as reasonably required so that the Seller may seek a protective order or other appropriate remedy, shall limit the extent of the disclosure to such part of the Confidential Information it is legally obliged to disclose and shall use reasonable efforts to obtain confidential treatment for the Confidential Information so disclosed.
- 10.5 Upon termination of this Agreement, or earlier if requested by the Seller, the Purchaser shall cease the use of the Confidential Information and shall return the Confidential Information and all copies thereof to the Seller.

11 WARRANTY

- 11.1 The Seller gives to the Products a limited manufacturer's warranty to Purchaser. The warranty applies to the Defects (as defined in Sub-section 11.6) which are notified to the Seller during the warranty period.
- 11.2 The warranty period starts from the delivery of the Product to the Purchaser. The warranty period is 12 months.
- 11.3 Warranty for a Product that has been repaired or replaced is the original warranty period of the Product which was repaired or replaced. In addition, the Seller gives to the spare parts used in the warranty repair of the Product an additional three months' warranty starting from handing over of the warranty repair. Otherwise warranty repair does not extend the original warranty period.
- 11.4 Based on the warranty the Defects covered by the warranty will be remedied through the Seller delivering to the Purchaser, as the Seller selects, a replacement of the defective part without expense, provided that the Seller was informed about the warranty claim during the warranty period. The replacement will be made within a reasonable time.
- 11.5 The original parts which have been replaced under the warranty shall be the Seller's property and shall be delivered to the Seller, if requested by the Seller.
- 11.6 Warranty is valid on the condition that the Product has a defect attributable to material or manufacturing or it otherwise does not substantially conform to its written specifications ("**Defect**") and that:
- (a) the Defect has been noticed in usage conditions deemed normal and it can be reproduced in such conditions;
 - (b) the instructions for installation, use and maintenance have been followed;
 - (c) the Product has been maintained or repaired by using original spare parts and supplies; or
 - (d) the Purchaser notifies the Defect during the warranty period and within a reasonable time after noticing it, and shall be responsible for the Product's condition until it has been handed over for repair. Upon the handing over, the Seller shall be given a declaration about the Product's purchase date, order references, itemization of the Defect and description of the Product's usage conditions.
- 11.7 The warranty does not cover:
- (a) repair of Defects, which are due to normal wear and tear, failures in installation, use or maintenance, faulty or deficient repair made by others than the Seller or a repair shop authorized by the Seller, usage conditions in contradiction with the instructions or choosing of a Product that is not suitable for the use in the premises where the Product is used or is wrong size or capacity;
 - (b) repair of Defects, in case the Product has been repaired or modified by others than the Seller's repair shop or a repair shop authorized by the Seller; or (c) repair of a Defect caused by external factors, such as accident or fire.

12 DAMAGES

In no event, shall the Seller be liable for any special, indirect, incidental, exemplary, punitive or consequential damages of any kind. Further, in no event shall the Seller's aggregate maximum liability based on this Agreement (including possible price returns or reductions) exceed the amount of the net price paid by the Purchaser to the Seller

for the respective Product related to the cause of action. The limitations of liability herein shall not apply to damages caused by gross negligence or intentional act.

13 FORCE MAJEURE

A Party shall not be liable for delays, defects or damages that are caused by factors due to an impediment beyond his control, which he cannot reasonably be deemed to have taken into account at the time of the conclusion of the Agreement, and the consequences of which he could not reasonably have avoided or overcome. Such events of force majeure ("**Force Majeure**") include (without being limited to) war, strikes and other labour disputes, acts of government, new or amended statutes, ordinances or regulations, embargo, natural disasters, accidents, fire, explosion, revolution, terrorism, failures of telecommunication, general shortages of energy, and failures in Internet and other networks outside the respective Party's control.

14 TERMINATION

- 14.1 This Agreement enters into force on the date when both Parties have signed it ("**Effective Date**") and will remain in force until the Parties obligations under the agreement have been exhausted.
- 14.2 The Seller may terminate this Agreement with immediate effect in the event that the Purchaser has failed to make any of the payments, when due, under this Agreement.
- 14.3 In case the other Party goes bankrupt, is set into liquidation or under restructuring process or any other process under the laws of its registered office with essentially corresponding effects the other Party may terminate this Agreement with immediate effect.
- 14.4 The notice of termination shall be given in written or electronic form with an acknowledgement of the receipt of the notice.
- 14.5 Upon any termination of this Agreement:
 - (a) all licenses granted to the Purchaser in this Agreement shall terminate and the Purchaser has the right to sell (in compliance with the terms of this Agreement) only the Products in its stock or that will be delivered by the Seller to the Purchaser (based on the Purchaser's orders prior to the termination, at the Seller's sole discretion) after the termination to the Purchaser;
 - (b) return the Confidential Information and the Documentation to the Seller; and
 - (c) no damages, indemnity or termination benefits whatsoever (including, without limitation, any compensation for goodwill established by the Purchaser during the term of this Agreement or for any lost profits or expenses of the Purchaser) shall be due or payable to the Purchaser by reason of any termination or expiration of this Agreement, and the Purchaser expressly waives the application of any statute, law or custom to the contrary.

15 ENTIRE AGREEMENT AND AMENDMENT OF THE AGREEMENT

This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and it supersedes all previous agreements and understandings between the Parties and marketing materials and offers with respect thereto, and may not be amended except by an instrument in writing signed by the duly authorised representatives of the Parties.

16 APPLICABLE LAW AND ARBITRATION

- 16.1 This warranty shall be construed in accordance with Finnish laws excluding its choice of law provisions and the UN Convention on Contracts for the International Sale of Goods.
- 16.2 All disputes arising out of the Agreement shall be finally settled by one arbitrator in accordance with the Rules of the Arbitration Institute of the Finland Chamber of Commerce. The arbitration shall take place in Helsinki, Finland and shall be conducted in the English language. The arbitration award shall be final and binding on the Parties.
- 16.3 Notwithstanding the above, each Party is entitled to seek equitable and/or injunctive relief to prevent or stop a violation of the terms and conditions in the Agreement.

17 MISCELLANEOUS

- 17.1 The Purchaser is not entitled to transfer any of its rights or liabilities based on this Agreement to any third party without the prior written consent of the Seller. The Seller may assign the Agreement without the consent of the Purchaser by operation of law, when assigning the ownership of its assets or part thereof, or to its affiliate. The Seller may also assign without the consent of the Purchaser the Seller's right to receive and collect payments. The Seller shall have the right to subcontract its obligations. The Seller shall be liable for the actions of its subcontractors as for work of its own.
- 17.2 Nothing in this Agreement will create, expressly or impliedly, any joint venture or the relationship of principal and agent or employer and employee between the Parties nor any person employed by or otherwise related to the Purchaser.
- 17.3 The Purchaser shall comply with export regulations, treaties, executive orders, laws and statutes and amendments or supplement thereto. It is the responsibility of the Purchaser, at the Purchaser's expense, to obtain all approvals and consents required for any export or re-export.
- 17.4 Upon any termination of this Agreement, the following Sections shall survive: 3 "Definitions", 7.3 "Title", 9 "Proprietary Rights", 10 "Confidentiality", 11 "Warranty", 12 "Damages", 14 "Duration and Termination", 15 "Entire Agreement and Amendment of the Agreement", 16 "Applicable Law and Arbitration" and 17 "Miscellaneous". Also, any other provisions which, by their nature, contemplate effectiveness beyond the termination of this Agreement shall survive termination of this Agreement.
- 17.5 All notices, requests and other communications which are required or may be given under this Agreement shall, if not otherwise agreed upon, be in writing or in electronic form and shall be served by delivering them personally or by telefax or by sending them by e-mail or by registered airmail, postage prepaid, to the addresses of the Parties set forth below. A proof of receipt is needed.
- 17.6 This Agreement may be signed also in facsimile or in similar electronic manner and in counterparts and each such counterpart shall constitute an original document.
- 17.7 The Seller is aware of the fact that the Purchaser is an obliged entity under Act No.340/2015 Coll. on Special Conditions of Effectiveness of Certain Contracts, Publication of Such Contracts and on the Register of Contracts (hereinafter as Act), and that it is thus obliged to publish the Agreement in the Register of Contracts.
- The Seller unconditionally agrees to publish the full text of the Agreement in accordance with the Act and related Czech legislation. The disclosure of the contents of the Agreement cannot be considered a breach of confidentiality.
- 17.8 The Buyer shall be entitled to withdraw from the contract if it is found that the Seller has offered, given, accepted, or facilitated any value with the intent to influence the

behavior or actions of any person, whether a government official or any other individual, directly or indirectly, in the procurement procedure or during the performance of the contract; has misrepresented facts to affect the procurement procedure or the performance of the contract to the detriment of the Buyer, including the use of fraudulent practices to suppress and reduce the benefits of free and open competition. The withdrawal shall become effective upon delivery of its written notice to the Seller.

- 17.9 As the Seller, I am neither directly nor indirectly affected by a conflict of interest in relation to the Buyer or the entities involved in the preparation of the contract, nor do I have any special connection with these persons (e.g., ownership, personnel, etc.).

This Agreement has been executed in two identical counterparts, one for each Party.
This Agreement has been signed electronically.

NURMEKSEN TYÖSTÖ JA TARVIKE OY CZECH GEOLOGICAL SURVEY

A rectangular area filled with a dense, noisy pattern, representing an electronic signature.

Samuli Taponen
Export Director

A rectangular area filled with a dense, noisy pattern, representing an electronic signature.

95845E73BF6244C...
Mgr. Zdeněk Venera, Ph. D.
Director

Nurmeksen Työstö ja Tarvike Oy
Pöpoläntie 14
75500 Nurmes
Finland

Invoicing Address:

Czech Geological Survey
sklad hmotné dokumentace Lužná
, Čsl. armády 432
Lužná u Rakovníka 270 51
Czech Republic

Czech Geological Survey

sklad hmotné dokumentace Lužná
, Čsl. armády 432
Lužná u Rakovníka 270 51
Czech Republic

Shipping Address:

Czech Geological Survey, Petr Bohdalek
sklad hmotné dokumentace Lužná
, Čsl. armády 432
Lužná u Rakovníka 270 51
Czech Republic

Quotation # S00126

Quotation Date:

11/14/2024

Expiration:

12/14/2024

Salesperson:

samuli.taponen@nttcoresaw.com

| Description | Quantity | Unit Price | Taxes | Amount |
|---|------------|------------|-------|-------------|
| [218-1000 NTT_M3_CE] NTT CORESAW M3 (CE) | 1.00 Pcs | 52,500.00 | | 52,500.00 € |
| [DSE45060M3 Blade_Std_450_M3] Blade (standard, 450mm), M3 | 1.00 Pcs | 439.00 | | 439.00 € |
| Freight, Europe | 1.00 Units | 1,600.00 | | 1,600.00 € |
| Total | | | | 54,539.00 € |

Delivery time: 15 weeks from payment + 1 week for shipping. Please note, the manufacturing time might be shorter.
Purchase order needed to confirm the order.

Product related terms in following link(s), as applicable.

- [NTTCORESAW_M1_technical_and_commercial_information_2023.pdf](#)