



GENERAL PURCHASING TERMS AND CONDITIONS – PURCHASE CONTRACT

BASIC PROVISIONS

1. These General Purchasing Terms and Conditions (hereinafter also referred to as the “Terms and Conditions”) regulate the relationships between any company of the WITKOWITZ Group specified in Annex A hereto (hereinafter referred to as the “Buyer”), as one Party, and the supplier (hereinafter referred to as the “Seller”) as the other Party, established between these entities in connection with the conclusion of a Purchase Contract, service agreement or similar contract (hereinafter referred to as the “Contract” or “Purchase Order”).
2. The contents of the Contract shall consist of individual provisions of the Contract or the respective purchase order, other contractual terms and conditions stipulated in the Contract or the respective purchase order, as well as special general terms and conditions which may govern separately regulated services (e.g. technical equipment, planning activities, expert opinions, etc.). Individual parts of the Contract shall apply in the following descending order in case of mutual conflict:
 - provisions of the Contract or the respective purchase order;
 - arrangements contained in other documents referred to in the Contract;
 - these Terms and Conditions.
3. These Terms and Conditions referred to in contracts as per the provisions of Section 1751 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter also referred to as the “Civil Code”), shall be published by the Buyer on the following website: <http://www.witkowitz.cz>

The Parties have agreed that the Buyer is entitled to amend, change or cancel these Terms and Conditions unilaterally. However, the Buyer shall inform the Seller of any such changes by sending an e-mail to the Seller's e-mail address specified in the heading of the Contract. The updated wording of the Terms and Conditions shall always be available on the above-mentioned website. The Seller shall have the right to disagree to such unilateral amendments of the Terms and Conditions within 14 days of receiving notification of such an amendment. Such objections shall be delivered in the same manner as the original notification, otherwise it shall be deemed that the Seller agrees to the amendment. Should the Seller disagree with a change to the Buyer's Terms and Conditions, the Seller shall be entitled to withdraw from the Contract.
4. These Terms Conditions apply only to entrepreneurs as per the provisions of Section 420 of the Civil Code, or to legal entities under public law.
5. Contrary or deviating terms and conditions of the Seller shall only apply with the express consent of the Buyer.

CONCLUSION OF CONTRACTS

6. Both purchase orders and Contracts shall take written form. E-mail is considered an acceptable written form, even if it is not provided with a qualified or guaranteed certificate.
7. Contracts shall be concluded upon delivery of written acceptance of a purchase order, signed by the Seller, to the mailing address of the Buyer's registered seat or the Buyer's e-mail address by no later than the last day of the time limit specified for accepting the purchase order. Late acceptance of a purchase order shall be effective as acceptance if the Buyer sends written confirmation of this fact to the Seller.
8. Acceptance of a purchase order shall not result in conclusion of a Contract if it contains any amendments or deviations, even if such amendments or deviations do not substantially change the terms and conditions of the purchase order. In such cases, a Contract shall only be concluded if the Buyer confirms this new proposal and sends it back to the Seller.
9. Any changes and amendments to, or cancellation of a Contract concluded between the Buyer and the Seller (hereinafter jointly referred to as the “Parties”) may only be executed in writing. Amendments to a Contract shall take effect between the Parties on the date they are signed by the Buyer and the Seller, otherwise on the date of delivery of an Amendment, signed by the last Party, to the address of the registered seat of the other Party.
10. An exception shall be made to the above-mentioned rule if the Seller, having received a purchase order from the Buyer, expresses its consent to the purchase order by delivering the ordered item to the Buyer within the time limit specified for accepting the purchase order.
11. Without the prior written consent of the Buyer, the Seller shall not assign its obligations arising from the Contract, in whole or in part, to any other persons, and shall not make use of any other parties in order to perform its obligations under the Contract.

DELIVERY TERMS

12. The Seller agrees to provide the Buyer with tangible movable items and their parts (hereinafter referred to as “Goods”), as well as documents relating to the Goods, and shall transfer the right of ownership to the Goods to the Buyer in accordance with the Contract and these Terms and Conditions. The Buyer agrees to take over the Goods and to pay the Purchase Price for the Goods to the Seller.
13. In the sense of the preceding definition, Goods shall not mean tangible movable items that have yet to be produced if the Buyer undertakes to provide the Seller with a substantial part of the items required to manufacture the Goods, or a situation where the majority of the Seller's obligation consists in performing activities.
14. The Seller represents and warrants that it has extensive expertise and experience which the Buyer can rely on with respect to the Goods and their use for the purposes of the Contract.
15. The Seller shall hand over the Goods to the Buyer in the quantity, quality and design agreed upon in the Contract. If the quality or design of the Goods are not specified in the Contract, the Seller shall provide Goods of a quality and design according to the applicable technical standard, or of a quality and design complying with the purpose that has been agreed upon, or a purpose for which such Goods are normally used, and/or a purpose ensuing from the Buyer's purchase order; the quality and design must also comply with all generally binding legislation, technical and safety regulations, and any other regulations which

apply to the Goods. The delivered Goods must meet the conditions ensuing from Act No. 102/2001 Coll., on general product safety, as amended, and Act No. 90/2016 Coll., on conformity assessment of specified products being launched on the market.

16. At its own expense and risk, the Seller shall hand over the Goods to the Buyer, along with documents relating to the Goods, at the time and place agreed to in the Contract. Unless otherwise agreed to in the Contract, the place of delivery shall be the Buyer's registered seat.
17. The Seller must hold any and all authorisations that are necessary for the performance of the Contract or that are required by legislation (including Czech technical standards) for the duration of the performance of the Contract, and the Seller must be able to prove this fact at any time at the Buyer's request.
18. Unless otherwise agreed in the Contract, delivery of the Goods shall be carried out under the delivery condition DDP Buyer's registered seat (INCOTERMS 2010). The Goods shall be delivered solely on business days between 7:00 a.m. and 3:00 p.m., unless otherwise agreed to in the Contract.
19. If the Seller hands over the Goods to the Buyer at the Buyer's registered seat, a Goods Handover and Takeover Report shall be drawn up and signed by representatives of both Parties. In other cases, a Delivery Note confirmed by a representative of the Buyer shall constitute a document confirming takeover of the Goods. The Buyer's signature on the Delivery Note shall not be construed as a waiver of any right of the Buyer related to defects in the delivered Goods. The Buyer reserves the right to identify and report any defects in the delivered Goods, even after signing the Delivery Note. Furthermore, signing the Delivery Note shall not be construed as confirmation that the Goods have been delivered in compliance with the Contract, nor as the conclusion of a contract or an implied proposal to conclude a contract in the event that the delivery of the Goods has not been agreed upon in advance in a written agreement or purchase order in compliance with these Terms and Conditions.
20. If the Seller delivers Goods in a higher quantity than is specified in the Contract, a Contract shall not be entered into for any excess quantity, unless the Buyer states in writing that it accepts the excess quantity. Otherwise, the Seller shall take back any excess Goods at its own expense.
21. Partial deliveries shall only be acceptable if the Parties expressly agree to partial deliveries in the Contract.
22. The Seller shall notify every (partial) delivery sufficiently in advance. All deliveries must be labelled with the Buyer's name, registered seat and Contract number on the outside of the packages. Should the Seller make a single delivery containing Goods ordered under several Contracts concluded with the Seller, then the Seller shall notify each individually ordered delivery separately and issue a separate invoice for each ordered delivery, unless agreed otherwise.
23. The Goods shall be packaged in a manner that is suitable for the agreed type of Goods and agreed method of transportation in order to prevent any damage to the Goods during transportation to the agreed place of delivery, and to ensure safe handling and storage of the Goods. The packages and padding materials used shall only be returned if their return is expressly agreed upon in the Contract. In such cases, the package number, packaging owner and a clear marking that the package is returnable shall be displayed on returnable packages, otherwise packaging shall be treated as non-returnable. All packages shall be environmentally friendly, and must comply with the statutory requirements of applicable generally binding legislation.
24. When delivering substances and mixtures with hazardous properties in accordance with statutory regulations concerning hazardous mixtures and substances, the Seller shall provide the Buyer with information about such products, in particular, up-to-date safety data sheets in Czech, and shall do so in good time prior to delivery of such products to their destination. When handling hazardous substances, hazardous mixtures or petroleum substances, the Seller must be equipped to capture and eliminate any accidental leakage of such substances or mixtures from the equipment used.
25. All costs associated with the transportation and handover of the Goods at the place of performance, including costs for packaging, packing and securing the Goods for transportation, and for returning the packages if applicable, shall be borne by the Seller.
26. The Seller shall hand over documents necessary for the takeover and free disposal of the Goods in due time, upon delivery of the Goods at the latest. The documents shall be legible and clear, free of mistakes, and shall contain the Contract number. Unless otherwise required by the Buyer, the documents shall be prepared in Czech.
27. Should certificates and other documents be handed over to the Buyer in accordance with the Contract, they shall be drawn up in Czech in the respective versions of MS Word, MS Excel and MS Project programs used by the Buyer, and delivered to the Buyer in the agreed formats and in electronic format. The Seller shall always provide the following: a declaration of conformity pursuant to Act No. 22/1997 Coll., instructions for use, a storage and maintenance manual, and a list of recommended spare parts and consumables.
28. With regard to spare parts, the Seller shall particularly specify the manufacturer, type, purchase order number, product number, dimensions, material, and specifications of the relevant standard.
29. The ownership title to the Goods shall pass from the Seller to the Buyer simultaneously with the transfer of the risk of damage to the Goods. If, as part of the performance of the Contract, the Seller hands over the Goods to the Buyer, the risk of damage to the Goods shall pass to the Buyer at the time the Buyer takes over the Goods from the Seller. The risk of damage to the Goods, however, shall not pass to the Buyer before the Goods are handed over to the Buyer with a record made in a report, regardless of when the Buyer was supposed to accept the Goods.
30. The Seller is aware of the potential risk of a substantial change in circumstances consisting in a disproportionate increase of the costs of the performance, and assumes this risk of a substantial change in circumstances.
31. The Seller expressly states that, as of the date on which the Contract is concluded and the Goods are delivered to the Buyer, the Goods shall not be pledged or encumbered with any third-party rights, nor shall they contain any legal defects.

QUALITY WARRANTY AND LIABILITY FOR DEFECTS

32. The Seller shall ensure that the Goods are suitable for the purposes ensuing from the Contract, and that they are usable in accordance with applicable law. The Seller shall test the delivered Goods in accordance with Czech technical standards and, upon request, shall provide the Buyer with the results of such tests free of charge.
33. The Seller shall provide a quality warranty for the Goods delivered to the Buyer for a period agreed upon individually in the Contract, otherwise for a period of 24 months as of the date of due delivery of the Goods to the Buyer.
34. If the warranty period specified in the Contract differs from the warranty period specified in the warranty certificate, the longer period shall apply. If the warranty period specified in the Contract differs from the warranty period specified on the packaging, the period specified in the Contract shall apply. If the warranty period specified in the warranty certificate differs from the longer warranty period specified on the packaging, the longer period specified on the packaging shall apply.

35. The Buyer is entitled to report any discovered differences in quantity or visual defects within 14 days of delivery of the Goods to the Buyer. The Buyer is entitled to report any other defects within the claims period, which shall be equal to the warranty period. Claims for defects shall be made in due time if the Buyer sends them by the last day of the warranty period inclusive. If a claim for defects is made during the warranty period, then the warranty period shall cease to run from the time that the claim is made until the time that the complaint is resolved.
36. The Buyer shall notify the Seller of identified defects in a written letter or by e-mail. Regardless of whether the delivery of defective Goods constitutes a gross breach of contract or not, the Buyer may request that defects be remedied by delivery of replacement goods, by delivery of missing parts, by eliminating legal defects, by removing defects from the Goods, provided that this is possible in view of the nature of the Goods, by requesting a reasonable discount on the price of the Goods, or by withdrawal from the Contract. The Buyer shall describe the identified defect, or state how the defect manifests itself, and shall inform the Seller as to which means of remedy it has chosen, as well as the period within which the defect is to be remedied. The method of handling a complaint chosen by the Buyer shall be binding for the Seller.
37. The Seller shall settle the complaint within 7 days of receiving the claim by the means of remedy chosen by the Buyer. If the Buyer chooses removal of the defect or delivery of replacement Goods that are free of defects, the Buyer shall determine an adequate remedial period for the Seller. When replacement Goods are delivered, the Buyer shall return the defective Goods according to the Seller's transportation instructions and at the Seller's expense. If requested by the Buyer, the Seller shall send a representative without undue delay to check and evaluate the defects which are the subject of the complaint.
38. Should the Seller be delayed in remedying a reported defect within the time limit specified by the Buyer or agreed upon between the Parties, the Buyer shall be entitled to remedy the defect itself or have it remedied by a third party at the Seller's expense; the Seller shall reimburse the Buyer for such expenses within 30 days of receiving a bill, and the amount shall be multiplied by a coefficient of 1.15 for administrative reasons, taking into account the administrative measures associated with the remedy of the defect by a third party. If a defect cannot be remedied or its remedy would require unreasonable costs, the Buyer shall be entitled to withdraw from the Contract, or to choose any other right arising from liability for defects.
39. The Seller shall remedy any defects which are subject to a complaint, even if the Seller does not acknowledge them. In the case of warranty repairs, the Seller shall always use new original spare parts.
40. Until any defects have been remedied, the Buyer shall not be obliged to pay a part of the Purchase Price (if not paid yet) which, based on an estimate, corresponds to the Buyer's right to a discount. This part of the Purchase Price shall be retained by the Buyer until the defect has been remedied.
41. The exercise of a right arising from liability for defects shall not prevent the Buyer from exercising any other legal rights.
42. In addition to the rights arising from liability for defects, the Buyer shall also be entitled to claim compensation from the Seller for damages incurred by the Buyer as a result of a breach of the Seller's obligations, including costs for the potential disassembly of defective Goods, reassembly, or any other costs associated with defective Goods. The Buyer shall be entitled to bill such damages, and the Seller shall compensate the Buyer for the damages within 30 days of receiving the bill.

PAYMENT TERMS

43. The Buyer shall pay the Seller the Purchase Price specified in the Contract; this price contains all costs associated with the Goods, including costs for packaging, transportation, etc. The Purchase Price shall be increased by value-added tax at the rate determined by Act No. 235/2004 Coll. on value-added tax (hereinafter referred to as the "VAT Act"), as amended. The Purchase Price shall be paid to the Seller by bank transfer on the basis of an original tax document – invoice (hereinafter referred to as the "Invoice"). The Invoice shall be delivered to the Buyer and must especially contain the following details:
 - the Buyer's Contract number;
 - the scope (quantity) and subject matter of the Contract, identified as "SKP";
 - the contractual price per unit of measure and the total price in the agreed currency;
 - a bank account number including the code of the bank to which payment is to be made;
 - the maturity period of the Invoice, which shall commence on the date on which the Invoice is delivered to the Buyer;
 - other requirements of a tax document under the VAT Act.
44. Invoices shall be accompanied by a document proving due delivery of the Goods (a Delivery Note or a Goods Handover and Takeover Report).
45. The Buyer reserves the right to return the Invoice to the Seller for correction or completion if the Invoice does not contain the details agreed upon or stipulated by law, or does not contain the accompanying document specified above. In such cases, the agreed maturity period shall commence on the date on which the corrected Invoice is delivered to the Buyer.
46. The Buyer shall pay the Purchase Price by bank transfer to the bank account specified in the Seller's Invoice, and the obligation to pay the Purchase Price shall be deemed fulfilled on the date when the amount is debited from the Buyer's bank account and credited to the Seller's bank account specified in the Invoice.
47. Should the due date for the Purchase Price not be expressly agreed upon in the Contract, the Buyer shall pay the Purchase Price within 60 days of receiving a due Invoice from the Seller.
48. The Seller shall become entitled to the payment of the agreed Purchase Price once it has duly handed over the Goods to the Buyer.
49. Should the Parties be delayed with the payment of any financial obligations within the maturity period, default interest shall be charged at the rate of 0.02% of the due amount for each day of the delay.
50. If the Buyer first pays a security, the costs and interest shall not accrue interest (Section 1932(2) of the Civil Code).
51. If a tax administrator decides, in accordance with Section 106a of the VAT Act, that the Seller is an "Unreliable Taxpayer", the Seller shall notify the Buyer of this fact without delay in writing, no later than 48 hours after this decision takes effect. This written notification shall particularly contain the date on which the decision of the tax administrator took effect, and the name and number of the bank account and variable symbol (payment identification number) of the competent tax authority. If a decision is issued identifying the Seller as an unreliable payer according to Section 106a of the VAT Act, or if an Invoice requires a payment to be made to a bank account which the Seller does not specify in the list maintained by the tax administrator, the Buyer shall be entitled, according to Section 109a of the VAT Act (Special Means of Securing Tax), to pay the VAT amount specified in the Invoice into the account of the competent tax administrator.
52. The Seller is not entitled to unilaterally set off any of its receivables from the Buyer.
53. The Seller shall be entitled to pledge any receivables from the Buyer for the benefit of a third party, to transfer rights or liabilities as a security, or to assign the claims, only on the basis of a prior written agreement between the Parties, or the prior express written consent of the Buyer.

54. For the entire duration of the Contract, including warranty periods and limitation periods for claims for defects or other claims of the Buyer, the Seller must have valid liability insurance under ordinary terms and conditions for the particular industry to cover potential damages caused to the Buyer or third parties by its operating activities or defects in its products. The amount of insurance cover must always be at least equal to the price of the Goods per insured event.

PROTECTION OF INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS, AND PROVISIONS ON CONFIDENTIALITY

55. The Seller is responsible for ensuring that the delivery and use of the Goods do not violate industrial property rights, copyrights or other intellectual property rights.
56. Any technical documentation (drawings, technical documents, calculations, procedures, manuals, etc.) which the Buyer provides to the Seller as supporting materials for the manufacture of the Goods (hereinafter referred to as the "Technical Documentation") is the exclusive intellectual property of the Buyer. The exclusive intellectual property of the Buyer shall include any and all technical designs and other solutions and procedures which are recorded in the Technical Documentation and which are identified as such.
57. Without the express written consent of the Buyer, the Seller shall not be entitled to publish or disclose the Technical Documentation to any third parties, nor to use it for its own benefit or the benefit of any third parties. The Seller is only entitled to use the Technical Documentation in connection with the manufacture of the Goods. This obligation does not apply to administrative or other public bodies or authorities which carry out inspections or other supervision regulated by applicable legislation. Unless otherwise agreed upon in the Contract, after delivery of the Goods, the Seller shall return the Technical Documentation and any other documents to the Buyer and destroy any and all copies thereof made by the Seller for the purpose of performing the Contract.
58. If the subject matter of the performance to be supplied under the Contract is a tangible result of activities (hereinafter referred to as the "Tangible Result") which is protected by an industrial or other intellectual property right, by signing the Contract, the Seller grants the Buyer a free licence to use the Tangible Result, including the right to use it for other purposes than those stated in the Contract. The licence shall cover the Buyer's right to use the Tangible Result without limitation with respect to time and place, and the right to grant a sub-licence to a third party.
59. The Seller shall keep any and all information provided by the Buyer in connection with the Contract strictly confidential, and shall use it solely for the purpose of performing the Contract. The Seller agrees to honour the confidentiality of any and all information and facts which it may learn of while performing the Contract, and which are not available or known to the public, and further agrees to use such information and facts for the purposes of the Contract only.

CONTRACTUAL PENALTIES

60. Should the Seller be delayed with the delivery of the Goods to the Buyer within the period agreed upon in the Contract, the Buyer shall be entitled to charge the Seller a contractual penalty amounting to 0.5% of the total Purchase Price of the Goods (excl. VAT) for each day of the delay, and the Seller shall be obliged to pay this penalty.
61. For every discovered and reported defect in the Goods, including errors in documents required for use of the Goods, which the Seller fails to remedy within a period that the Buyer determines, the Buyer shall be entitled to charge the Seller a contractual penalty amounting to 0.5% of the Purchase Price (excl. VAT) for each defect and each day of the delay in remedying the defect, and the Seller shall be obliged to pay this penalty.
62. If the Seller prepares incorrect or incomplete documents required for takeover of the Goods, the Buyer shall be entitled to charge the Seller a contractual penalty amounting to CZK 5,000 for each incomplete or incorrect document.
63. Should the Seller breach the obligations stated in paragraph 57 of these Terms and Conditions, the Buyer shall be entitled to charge the Seller a contractual penalty amounting to CZK 100,000 for each breach of the obligations, even for repeated breaches. The obligations stated in paragraph 57 of these Terms and Conditions shall not expire upon payment of a contractual penalty.
64. If the duty to provide notification stated in paragraph 51 of these Terms and Conditions is not fulfilled, the Buyer shall be entitled to charge the Seller a contractual penalty amounting to 20% of the Purchase Price (excl. VAT).
65. The contractual penalty for a breach of the Seller's obligations stated in paragraph 53 of these Terms and Conditions shall amount to 20% of the claim that would have been the subject of a breach of the determined obligation.
66. The Buyer's right to compensation for damages shall not be affected by the payment or charging of a contractual penalty. The Buyer is entitled to enforce these rights separately, in parallel and in full, without regard to any claim for or payment of a contractual penalty by the Seller.
67. Any contractual penalties charged and receivables for compensation for damages shall be due within 30 days of delivery of the relevant invoice or other demand for payment to the liable Party.

WITHDRAWAL FROM THE CONTRACT

68. Either Party shall be entitled to withdraw from the Contract in the event of a substantial breach of contract by the other Party. Notice of withdrawal from the Contract shall be drawn up in writing.
69. A substantial breach of contract by the Seller shall particularly mean a breach of the obligation to hand over the Goods to the Buyer in a due and timely manner, and a delay in remedying defects in the Goods.
70. The Buyer is entitled to keep a part of the Goods which is delivered before withdrawal from the Contract. The Buyer shall notify the Seller in writing of the Goods which it intends to keep within five (5) days of delivery of notice of withdrawal by the Seller or the Buyer. The Seller shall be entitled to a proportionate amount of the Purchase Price for the Goods kept by the Buyer. The Seller shall take back any other delivered Goods from the Buyer at the Seller's expense if the Contract is terminated due to a breach of obligations by the Seller.
71. Upon withdrawal from the Contract, any and all rights and obligations of the Parties shall expire, except for contractual penalties, default interest, compensation for damages, rights arising from liability for defects, rights arising from securities, and arrangements that, due to their nature, shall remain binding even after withdrawal from the Contract (e.g. confidentiality obligations, industrial and intellectual property rights, etc.).

FINAL PROVISIONS

72. Legal actions taken between the Buyer and the Seller shall be exclusively executed in writing, unless otherwise stated in these Terms and Conditions. Any other forms of manifestation of will shall not impose any obligations on the Parties and must not be interpreted inconsistently with the provisions of the Contract or its Amendments.
73. Pursuant to the provisions of Section 1764 et seq. of the Civil Code, the Seller assumes the risk of a change in circumstances.

74. The Seller and the Buyer represent and warrant that they shall not infer any rights and obligations from current or future practice established between them, from generally observed customs, or from the industry of the delivered Goods, beyond the scope of the concluded Contract and these Terms and Conditions.
75. No obligations under the Contract or these Terms and Conditions are fixed obligations, unless otherwise stipulated in the Contract.
76. The rights and obligations of the Parties, as well as legal relations resulting or arising from the Contract, shall be governed by the concluded Contract, these Terms and Conditions, the Civil Code (Act No. 89/2012 Coll., as amended) and other generally binding legislation of the Czech Republic.
77. The Parties agree to resolve any disputes arising from or related to the Contract by mutual agreement. Should the Parties fail to resolve any such disputes amicably, the competent court of first instance for resolving disputes shall be the general court having local jurisdiction over the Buyer's registered seat.
78. Should any provisions of these Terms and Conditions or a specific Contract be or become invalid or ineffective, or are not taken into account by law, this shall not affect the validity, effectiveness or legal impeccability of the remaining provisions. In such cases, the Parties shall immediately conclude an Amendment, whose contents shall replace the invalid or ineffective provision with a provision that is as close as possible to the meaning and purpose of the original provision.
79. These General Purchasing Terms and Conditions shall become valid and effective on 1 January 2021.



ANNEX A

WITKOWITZ GROUP COMPANIES

1. WITKOWITZ, a.s., with its registered seat at Ruská 83/24, Vítkovice, 703 00 Ostrava, company registration No. 079 93 293
2. WITKOWITZ ENVI a.s., with its registered seat at Ruská 1142/30, Vítkovice, 703 00 Ostrava, company registration No. 045 28 131
3. Witkowitz Mechanica, a.s., with its registered seat at Pohraniční 3017/11, Vítkovice, 703 00 Ostrava, company registration No. 075 64 813
4. VÍTKOVICE ENERGETICKÉ STROJÍRENSTVÍ a.s., with its registered seat at Pohraniční 3017/11, Vítkovice, 703 00 Ostrava, company registration No. 069 77 731
5. VÍTKOVICKÉ STROJÍRNY s.r.o., with its registered seat at Pohraniční 3017/11, Vítkovice, 703 00 Ostrava, company registration No. 021 47 173
6. Hutní montáže, a.s., with its registered seat at Ruská 1162/60, Vítkovice, 703 00 Ostrava, company registration No. 155 04 140
7. GEARWORKS a.s., with its registered seat at Ruská 83/24, Vítkovice, 703 00 Ostrava, company registration No. 258 77 933
8. VÍTKOVICE HAMMERING a.s., with its registered seat at Ruská 2887/101, Vítkovice, 703 00 Ostrava, company registration No. 278 07 088
9. NOEN, a.s., with its registered seat at Václavské náměstí 772/2, Nové město, 110 00 Prague 1, company registration No. 025 601 598
10. Witkowitz Atomica a.s., with its registered seat at Václavské náměstí 772/2, Nové město, 110 00 Prague 1, company registration No. 090 01 638