

Mauting General and Delivery Terms and Conditions

Is valid from 1st May 2019

Article 1

Definitions

- (1) The Supplier shall mean Mauting s. r. o., regardless of the fact of acting as the Contractor or Seller.
- (2) The Customer shall mean a person who has expressed an interest in concluding a contract with the Supplier.
- (3) The Buyer shall mean a person who has concluded a contract with the Supplier which is subject to these Terms and Conditions, regardless of the fact of acting as the Client or Purchaser.
- (4) The Contract shall mean either an agreement concluded in accordance with the procedure specified in Art. 4 (2) or an agreement concluded in accordance with the applicable statutory rules following any other applicable procedure (hereinafter only as the “Contract”).

Article 2

- (1) The Mauting General And Delivery Terms and Conditions (hereinafter only as the “Terms and Conditions”) regulate the framework terms and conditions for the delivery and possible assembly of Mauting products, or possibly for the separate provision of Mauting services.
- (2) The Terms and Conditions shall apply regardless of the fact whether the Contract is deemed as the purchase agreement, contract for work, or any other contract type in accordance with the governing law.

Article 3

Binding Effect of the General Terms and Conditions

The Supplier hereby declares that the Contracts may only be concluded on the basis of the Terms and Conditions. Any change, amendment or reservations to them shall require the Supplier’s explicit consent.

Article 4

Concluding Contracts

- (1) Following the Customer’s requirements communicated in writing or orally, the Supplier shall produce a draft Contract using the Contract form (hereinafter only as the “Form”) which is to be sent to the Customer.
- (2) The Contract shall be concluded at the moment once the Form unconditionally certified by the Customer has been served onto the Supplier.

Article 5

Reservations, Objections, and Amendments

- (1) In the event that prior to signing or at the time of signing the Form, the Customer adds any reservations to its content, it shall be deemed as a counter-offer which requires the Supplier’s unconditional consent.
- (2) In the event that the situation specified in para. 1 occurs, the Supplier shall typically issue a new Form using the modified information and the Parties shall proceed in accordance with Art. 4.

Article 6

Fundamental Duties

- (1) In accordance with the Contract, the Supplier shall:
 - a) Deliver the goods to the Buyer and transfer the ownership title onto him and/or
 - b) Perform the agreed assembly for the Buyer or perform any other service agreed in the Contract.
- (2) The Supplier shall fulfil its obligations within the time limits specified in the Contract. The time limit for the performance may only be exceeded for the reasons concerning the nature of the Supplier’s operation and which were not foreseen at the time of concluding the Contract, whereas in the event of exceeding the time limit, the Buyer may, starting from the 11th day of delay, claim the contractual penalty in the amount of 0.05% of the price of goods for every commenced day of delay. This provision shall not apply if the delivery term has been exceeded for the reasons excluding the liability (in particular, the force majeure in accordance with Art. 26 (3)).
- (3) The Supplier shall immediately notify the Buyer about exceeding the performance terms for the reasons specified in para. 2 hereof.
- (4) In return for the performance under para. 1, the Buyer shall pay the price specified in the Contract.

- (5) The ownership title to the subject matter of the Contract shall not be transferred onto the Buyer until the payment of the entire price.
- (6) The Buyer shall take the goods within the term stipulated by the Contract. In the event that the Buyer fails to take the goods, the Supplier may claim the compensation for the storage in the amount of 0,25 % of the total price (excl. VAT) for every commenced day when the goods remains with the Seller. This compensation is intended to motivate the Customer to take the goods so as not to occupy space capacities with the Seller.
- (7) In the event that the situation referred to in para. 6 occurs, the warranty period shall commence on the day when the Customer could take the goods for the first time.

Article 7

Product Quality

The Supplier hereby declares that the goods and services supplied by the Supplier are provided in accordance with the valid legislation at the place of its registered office.

Article 8

Documents Accompanying the Goods and Goods Packaging

- (1) The Supplier shall supply the following documents together with the goods:
 - a) A copy of the invoice 3 pcs
 - b) A packing list if specifically required by the Buyer 3 pcs
 - c) A quality certificate issued by the Supplier if specifically required by the Buyer or public authorities 3 pcs
 - d) Technical terms and conditions (i.e. the document containing the terms and conditions for the equipment connection, operating conditions, and the certification information obtained by the Supplier for the equipment production) 1 pc
 - e) Equipment operating instructions 1 pc
 - f) Programming instructions 1 pc
- (2) Nay other documents shall be enclosed by the Supplier to the goods on the basis of an agreement with the Buyer.
- (3) In the dispatching documents, the Supplier shall indicate as precisely as possible the weight data (without weighing unless specifically agreed) and the information on the number of packages in the shipment.
- (4) The Supplier shall pack the goods so as to protect them against damage and destruction during transport. If the goods are to be transhipped or if a specific transport type is required, the Supplier shall pack the goods for this purpose following an agreement with the Buyer. The following information shall be indicated on the outer packaging of every separately packed item:
 - a) The Contract number or possibly the Buyer's order number;
 - b) The identification of the Buyer;
 - c) The number of every item;
 - d) Any other information required by the Buyer or the public authorities.

Article 9

Goods Packaging and Handling the Packaging

The packaging is part of the goods. The Buyer shall handle the packaging as waste in accordance with the generally binding legal regulations.

Article 10

Liability for Defects of the Supplied Equipment (Goods)

- (1) The Supplier shall be responsible for ensuring that the goods comply with the terms and conditions specified in the Contract, the General Terms and Conditions, the Operating Instructions, or the Technical Terms and Conditions.
- (2) The liability for the defects in assembly is regulated separately by the General Terms and Conditions.

Article 11

Inspection of Goods upon Receipt and Notification of Defects

- (1) Upon receipt of the Goods, the Buyer shall arrange for their inspection within 7 days upon the release from the Supplier's manufacturing facility. The Parties may agree on another term individually.

- (2) The Buyer shall notify the Supplier of any defects within 3 days once they have been established or have been supposed to be established in accordance with para. 1. The notification will typically indicate the identification of the supplied goods with the serial number or the Contract number, as well as the description and scope of the defect. The Supplier may request the photographic documentation demonstrating the nature and scope of the defects provided that the photographic documentation may be obtained with regard to the nature of the defect.

Article 12
Quality Guarantee

The Supplier shall guarantee the full functionality of the supplied equipment for 12 months upon the date of commissioning, yet no longer than 14 months upon the date when the equipment was released from the Supplier's manufacturing facility.

Article 13
Claims for Defects in Goods

- (1) In the event that the Goods have defects (Art. 11 and 12), the Buyer may claim the following:
 - a) Replacement of the defective part with a new one;
 - b) Repair of the defective part or, in the case of the aggregate defect, a replacement with another functional aggregate;
 - c) Any other manner of removing the defect unless letters (a) or (b) are applied.
- (2) Instead of the claim under para. 1, the Buyer may claim a discount of up to the price of the damaged or defective part, yet not exceeding 5% of the total price of the corresponding equipment (excl. VAT).
- (3) The costs associated with exercising the defects claims shall be borne by the Supplier.
- (4) It is not assumed that the Buyer may incur damage exceeding than the value of the goods delivered.
- (5) In the event that the defect consists in the material, component or procedure supplied by a third party, the terms of liability for them shall be governed by the rules set out in the Contract and the General Terms and Conditions. However, contrary to the previous sentence, the Supplier may refer to the terms and conditions of liability applicable between the Supplier and the third party, in particular as regards territorial restrictions or any other conditions.
- (6) The Supplier shall not be liable for defects in the event that the defect arises once the risk of damage to the goods has been transferred owing to external events not attributable to the Supplier; in addition, the liability for defects shall not apply in cases when the defect occurs as a result of improper handling or storage of the equipment in violation of the Technical Terms and Conditions and the Operating Instructions.
- (7) If the goods do not have the operational or any other characteristics or manifestations expected by the Buyer (hereinafter only as the "Subjective Expectations"), these shall not be deemed as defects of the goods. The first sentence shall not apply if the Subjective Expectations were expressly agreed as a parameter of the goods.
- (8) The Supplier shall not be liable for any defects incurred on the equipment as a result of using a component, a spare part, or a procedure requested by the Buyer.

Article 14
Certain other Transport-Related Duties and Obligations

- (1) Regardless of the agreed delivery terms (in particular, the Incoterms parity, if agreed) and regardless of the mode of liability for defects, the Buyer undertakes as follows:
 - a) Upon receipt of the goods from the carries, to properly inspect the condition (especially the integrity) and the completeness of the shipment;
 - b) Upon establishing any damage to the shipment, to immediately notify the carries of this fact and request the carrier to draft a record of damage to the shipment. At the same time, the Buyer shall also notify the Supplier of damage to the shipment within 5 days upon the receipt of the shipment and send the record drafted in accordance with letter (a).
- (2) In the event that the Buyer, either on its own or through a third party, arranges for the transport of the goods abroad outside the European Union, the Buyer shall return to the Supplier, within 30 days upon the release of the goods from the Supplier's manufacturing facility, the Single Administrative Document or any other document on the basis of which the goods were cleared through customs for the export. In the event of the breach of duty under the previous sentence, the Supplier may charge to the Buyer, on the basis of the invoice, the amount corresponding to the VAT for the goods to which the Single Administrative Document has not been returned. The payment of this amount shall follow the same procedures as in the payment of the price (Art. 22).

Article 15

Basic Assembly Provisions

- (1) The provisions of Ar. 16 to 20 shall apply to:
 - a) The assembly which is supplied under the Contract together with the delivery of the equipment (goods);
 - b) The assembly or any other similar service which is delivered separately under the Contract.
- (2) The provisions of Ar. 16 to 20 shall apply unless the Contract stipulates any other terms and conditions for performing the assembly.
- (3) In the event that the service agreed in the Contract does not correspond in its nature to the assembly work specified in Art. 16, the provisions of Art. 16 shall not apply.

Article 16

Equipment Assembly

- (1) Unless the Contract implies or indicates otherwise, the assembly includes the following:
 - a) Installing the equipment on the site where it is supposed to be commissioned, without connecting to the energy supply networks and other necessary media;
 - b) Commissioning the equipment including the functionality test, either with the goods and filling as specified by the Supplier or empty;
 - c) Training the Buyer in operating the equipment.
- (2) The costs of the activities referred to in para. 1, including travel and accommodation costs of persons carrying out the assembly on the suitable site, shall be borne by the Buyer, unless the Parties agree otherwise.
- (3) Prior to commencing the assembly, or possibly in terms in the course of the assembly so as not to jeopardise the smooth course of the assembly and its completion date, the Buyer shall ensure the following:
 - a) Access to the assembly site in the extent required by the Supplier;
 - b) A power connection for the Supplier's equipment used in the course of the assembly;
 - c) Handling space and handling means in such an extent that allows the safe installation of the equipment, avoiding any unnecessary manipulation with it;
 - d) The area where the equipment is to be installed shall comply with the Supplier's requirements (generally horizontal with an admissible tolerance communicated by the Supplier);
 - e) The supply of electricity water, compressed air (or possibly gas, steam or coolant, if required by the type of the delivered equipment) to the point of installation. The power and media connection shall comply with the specifications (input and output power, pressure, voltage, etc.), as required by the Technical Terms and Conditions of the delivered equipment;
 - f) To have the functional cooling, if required by the type of the delivered equipment; the cooling equipment shall be prepared in the extent which allows the equipment to function properly in accordance with the Technical Terms and Conditions of the delivered equipment, and a cooling equipment technician, provided by the Buyer, shall be present during the entire commissioning period;
 - g) To have the power and media connection compliant with the legal and technical standards applicable at the assembly site;
 - h) Demolishing or cutting out the technological holes at the assembly site in accordance with the Supplier's instructions;
 - i) Subsequently covering the holes referred to in letter (h) immediately upon completing the assembly;
 - j) An Internet connection to electric switchboards if required by the type of the delivered equipment.
- (4) The Buyer shall perform the descent of the floor outside the assembly site in a manner corresponding to its technical and operational needs; the performance of this work shall not affect the conditions for the assembly provided by the Supplier; however, it shall be performed so as not to interfere with the smooth course of the assembly by the Supplier and smooth operation of the assembled equipment (for instance, opening the doors to the assembly area outside the floor plan area of the equipment).
- (5) The costs of the activities referred to in para. 3 and 4 shall be borne by the Buyer.
- (6) The information necessary to comply with the duties under para. 3 shall be communicated by the Supplier to the Buyer sufficiently in advance, typically at the conclusion of the Contract.
- (7) Failure to comply with the obligation to cooperate under para. 3 and 4 shall mean that the Supplier is unable to perform.
- (8) In the event of failure to comply with the assembly term due to the breach of duties by the Buyer under para. 3 and 4, the Supplier may claim the amount of up to € 90 per every hour of delay to cover the related

costs incurred, in particular the salary compensation and travel allowances. This payment shall be paid by the Buyer in the same manner as the price (Art. 22).

- (9) Any other Supplier's rights under the Contract or the General Terms and Conditions shall remain unaffected by the provisions of para. 8.

Article 17

Performing the Assembly and its Acceptance

- (1) The Supplier shall perform the assembly flexibly in order to comply with the performance terms agreed in the Contract.
- (2) The Buyer shall provide the necessary cooperation for the purposes of performing the assembly without any undue delay, even if it is not specified in the Contract and the General Terms and Conditions. In the event that the Buyer fails to provide the necessary cooperation, the Supplier may suspend the performance of partial performance under the Contract and performance from other contracts concluded with the Buyer until the necessary cooperation is provided.
- (3) The Supplier shall invite the Buyer to accept the assembly in advance, usually by email or in any other appropriate manner.
- (4) The Buyer shall accept the assembly (the goods with the assembly) and sign the protocol under para. 5 even if the assembly contains deficiencies not preventing the normal use of the subject matter of the assembly.
- (5) The acceptance protocol shall document the handover of the assembly (the goods with the assembly) and the information specifying the subject matter of the handover. In the event that defect under para. 4 occur, these defects are to be described in the protocol, also specifying the date of their removal.
- (6) The Supplier may provide the handover protocol template.
- (7) The protocol referred to in para. 5 shall be enclosed to the invoice which serves as the basis of the payment for the assembly or its part which is bound to the assembly handover in accordance with the Contract.
- (8) In the event that the Buyer refuses to accept the assembly (the goods with the assembly) in spite of the fact that the terms and conditions referred to in para. 4 have been complied with, accepting the assembly (the goods with the assembly) shall take effect:
 - a) Upon the expiry of 5 business days following the service of the Supplier's invitation to accept the goods (the goods with the assembly); and/or
 - b) Once the Buyer has used the assembled goods repeatedly in a demonstrable manner.
- (9) In the event that the procedure referred to in para. 8 is applied, the Supplier will not enclose the protocol to the invoice under para. 7 but will include the reference to the provisions of para. 8.

Article 18

Assembly Site Rules

- (1) Depending on the nature of the job contract, the assembly or construction logbook shall be kept at the assembly site. The Supplier shall keep it on a regular basis. Unless prevented by the agreement of the Contracting Parties, it is possible to complete the assembly report instead of the assembly logbook; it will be completed in Czech and the Buyer shall provide any possible translations if necessary.
- (2) The Supplier may request that the records be signed by the person authorised to act on the Buyer's behalf in the necessary extent.
- (3) The Supplier shall be responsible for the occupational safety of its own employees when performing the assembly work, while being also responsible for the compliance with the fire protection regulations and other duties arising from the generally binding legal regulations.
- (4) The Supplier's employees are permitted to enter only the designated premises of the Supplier.
- (5) The Supplier shall store the necessary material at the place specified by the Buyer.
- (6) In the event that the Supplier performs work with the risk of fire (e.g. welding), the Supplier shall notify the Buyer of this fact at least one day prior to performing the work; the Buyer shall ensure the relevant fire protection measure at its own expense, i.e. providing the suitable extinguishing equipment.
- (7) The Supplier shall perform the work in accordance with the project documentation approved or supplied by the Buyer if referred to in the Contract.
- (8) If requested by the Supplier, the Buyer undertakes to arrange for the storage of the material necessary to perform the Supplier's obligations in a lockable warehouse or secure it in any other manner in order to prevent its damage to due weather conditions or theft.
- (9) If requested by the Supplier, the Buyer shall provide the Supplier with a lockable room (or space in the locker room) for changing clothes, washing, and using other sanitary facilities and for the storage of work tools and instruments of the Supplier's employees or subcontractors.

- (10) While complying with the terms and conditions of the generally binding legal regulations, the Buyer may determine the catering times and terms for the Supplier's employees or subcontractors.
- (11) The Supplier shall perform the assembly of the equipment only once the Buyer has affirmed the structural readiness for the specified date, as well as providing the equipment necessary for the assembly.
- (12) In the event that the necessary cooperation is not provided at the assembly site, thus preventing the Supplier to perform the assembly either in full or in part, the Supplier may unilaterally decide:
 - a) Not to perform the assembly and to withdraw the assembly group;
 - b) To keep the assembly group on the site and wait for the necessary cooperation to be provided;
 - c) To replace the Buyer's cooperation with the Supplier's activity, either in full or in part;
 - d) To perform the assembly only in part.
- (13) In the event of the situation referred to in para. 12, the Supplier may claim the Buyer to provide the following:
 - a) The payment of the lump-sum compensation in the amount of EUR 200 per every member and per every commenced day when the assembly could not be performed;
 - b) The payment of the costs of material and services incurred by the Supplier under para. 12 (c) (for instance, the purchase or lease of tools and instruments).
- (14) The provisions of para. 12 and 13 shall apply even if the Buyer is not the end customer for the delivered goods.

Article 19

Accommodation of the Supplier's Employees in the Course of the Assembly

- (1) In the that within the cooperation, the Buyer arranges for the accommodation for the Supplier's employees or subcontractors, it shall mean at least three-star quality accommodation in accordance with the European standard available at www.hotelstars.eu/criteria, while maintaining the minimum criteria: not more than a quadruple room, flushing toilet, private bathroom with at least a shower and a washbasin, and Wi-Fi connection.
- (2) Unless the accommodation in accordance with para. 1 is provided, the Supplier may arrange for the accommodation on its own and claim the related costs against the Buyer.

Article 20

Claims of Defects of the Assembly

- (1) The Supplier shall remove all defects specified in the acceptance protocol under Art. 17 (5) within the agreed terms.
- (2) In the case of assembly defects, occurring subsequently upon handing over the assembly, or after the removal of defect under para. 1, the provisions of Art. 12 and 13 shall apply mutatis mutandis.

Article 21

Post-Warranty Service

The Supplier shall provide post-warranty service under regular price and time terms and conditions.

Article 22

Payment of the Price

- (1) The Buyer shall pay the agreed price within the terms and under the conditions specified in the Contract, by transfer to the Supplier's account specified in the Contract or in the invoice; the information on the invoice takes precedence. Failure to pay the price with a default exceeding 30 days shall be deemed as a material breach of the Contract.
- (2) The price shall be deemed paid upon crediting the full amount to the Supplier's account. Any defaults in the payment of the price arise upon the expiry of the due date and the Supplier is not obliged to perform any other action (for example the so-called default notification).
- (3) If the Buyer fails to pay the price in accordance with para. 1 and 2, the Supplier may suspend the performance of partial performance under the Contract and the performance under any other contracts concluded with the Buyer until the payment of all Buyer's outstanding debts.
- (4) The fact that the original of the invoice or any other document dispatched with the goods was lost during the transport of the goods does not entitle the Buyer to defer the payment. If the documents specified in the previous sentence have been lost, the Buyer shall notify the Supplier within 10 days upon the receipt of the goods; the Supplier shall immediately send the Buyer the account number to which the price is to be paid and the new original of the lost documents.

- (5) The Buyer shall secure the payment so that the amount corresponding to the whole agreed price is credited to the Supplier's account after deduction of any bank charges. If a lower amount is credited owing to the fact that bank charges have been deducted from it, the Supplier is entitled to demand the settlement of the difference and, in addition, a contractual penalty of one half of the non-credited difference.

Article 23

Default Interest

In the event of the Buyer defaulting on the payment of any monetary amount agreed between the Contracting Parties, the Supplier may claim default interest of 0.05% for each day of default.

Article 24

Withdrawal from the Contract

- (1) In the event that this Contract or the governing law provides for the occurrence of the material breach of the Contract, the Party concerned may withdraw from the Contract.
- (2) The withdrawal shall be made in writing.

Article 25

Final Provisions

- (1) The Contract concluded between the Parties may only be amended in writing.
- (2) Only commercial procedures and practices which are expressly agreed upon shall be binding on the Contracting Parties.
- (3) The written form shall mean a written document, an email or fax.
- (4) If an e-mail message has been used for written communication, the addressee of the document is entitled to request another form of the document (e.g. a fax or written document) within 3 business days upon receiving the e-mail. In the event that no other form of the document is complemented within a reasonable time upon the service of the request, the e-mail message shall be deemed not to have been served.

Article 26

Liability for Damage and Force Majeure

- (1) Liability for damage shall be governed by generally binding legal regulations of the applicable law.
- (2) The Contracting Parties have agreed on limiting the damages up to the price agreed in the Contract (incl. VAT).
- (3) If the performance of either Party becomes unfeasible as a result of changes the nature of which lies in political, economic, natural and operational events and changes, the Party shall not be liable for the non-performance of its contractual obligations during the period of any such obstacle unless it has caused the obstacle itself and if the obstacle could not be averted or overcome using common means (force majeure).
- (4) In particular, the force majeure referred to in para. 3 shall include transport strikes, embargoes, natural disasters, terrorist attacks, long-term power supply outages, or accidents causing traffic collapse.
- (5) Any circumstance arising only at the time when the obliged Party was in default in the performance of its obligation or arising as a result of its economic situation (insolvency) shall not be deemed as the force majeure under para. 3.
- (6) The Party prevented from fulfilling a contractual duty by an obstacle shall notify the other Party in writing within 5 days upon the occurrence of the force majeure.
- (7) The effects of the force majeure shall exclude the claim for the contractual penalty.
- (8) In order to secure its defence, the Supplier may remotely shut down the operation of the delivered equipment; in such a case, the Supplier shall bear no liability for the damage incurred by the Buyer. This provision may be applied only at the time when the Supplier is the owner of the goods (Art. 6 (5)).

Article 27

Dispute Resolution

- (1) In the event that any possible dispute cannot be settled amicably, all the disputes arising out of the relations between the Parties shall be finally resolved in the arbitration proceedings before the Arbitration Court attached to the Economic Chamber of the Czech Republic and the Agricultural Chamber of the Czech Republic, at the place of arbitration in Brno in accordance with the Rules of this Arbitration Court.
- (2) Any disputes that cannot be heard in the arbitration proceedings under para. 1 shall be heard before the court the jurisdiction of which shall be determined in accordance with the Supplier's registered office.

Article 28

Legal Regime Arrangements for Transaction with Foreign Partners

- (1) Without prejudice to Art. 26, the additional rules contained in para. 2 to 4 shall apply to transactions with foreign partners of the Supplier.
- (2) The UNIDROIT Principles of International Commercial Contracts, as amended at the time of concluding the Contract, form an integral part of the contracts between the Parties.
- (3) The legal rules applicable between the Parties shall have the following precedence:
 1. The rules of the applicable law from which the Parties may not derogate (mandatory provisions);
 2. The Contract, its amendments and additions, and any other equivalent documents which have been agreed by both Parties;
 3. General Terms and Conditions;
 4. Annexes to the Contract;
 5. UNIDROIT Principles of International Commercial Contracts;
 6. Any other applicable law provisions from which the Parties may derogate by agreement.
- (4) The Parties have agreed that the Contract concluded between them and any related issues allowing for the choice of law, will be governed by the Czech law, as the law of the registered office of the Party providing characteristic performance.

Article 29

Information on Processing Personal Data

Information on processing personal data within the meaning of 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 and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter only as the “Regulation”) shall be provided by the Supplier on its website.