

General Sales Terms and Conditions AVAPS s.r.o.

1. General - Validity Scope

1.1 These General Sales Terms and Conditions ("hereinafter referred to as **"GSTC"**) of AVAPS s.r.o., Business ID No. 25650939, Tax ID No. CZ25650939, registered office at U Obalovny 488, 250 67 Klecany, registered in the Commercial Register maintained by the Municipal Court in Prague under file C 58133 (hereinafter referred to as the **"Company"**) were developed in accordance with the provisions of § 1751 et seq. Act No. 89/2012 Coll., of the Civil Code, as amended (hereinafter referred to as **"CC"**).

1.2 GSTC regulate and supplement the rights and obligations arising from agreements which the contractual Party is the Company in the position of seller, the contractor or a similar position Company (hereinafter referred to as the **"Agreement"**). GSTC are binding and form an integral part of the Agreements. By concluding the Agreement, the other party (hereinafter referred to as the **"Customer"**), the Company and the Customer together collectively hereinafter referred to as the **"Contracting Parties"**) express their irrevocable consent to the wording of the GSTC.

1.3 In the event that the Agreement differs from the GSTC in its content, the Agreement has priority over the differing GSTC arrangements.

1.4 Various supplementary, other general business terms or any other of the Customer's business terms and conditions are not binding for the Company and, if they are annexed to the Agreement in any form, they will not be applicable.

1.5 The Company may make changes to the GSTC at any time by publishing it on the Company's website at <http://www.avaps.cz>.

2. Order and conclusion of the Agreement

2.1 Prior to the Agreement's conclusion, the Customer is obliged to provide the Company with all relevant documentation and technical information. If the Customer requests a quotation from the Company and they provide it with incomplete information, the price offer is provisional, it is not a proposal for the Agreement's conclusion and may be modified further on the basis of additional information and documents.

2.2 The Customer's proposal for the Agreement's conclusion (hereinafter referred to as **"Order"**) means the Customer's conduct which results in their will to conclude an Agreement with the Company whereby essential elements are specified in the Order.

2.3 The Order can be made in electronic or written form.

2.4 The Company will confirm the acceptance of the Order to the Customer within ten (10) working days from the delivery of the Order by issuing the Company's Order Confirmation and sending it electronically (by e-mail) to the Customer.

2.5 The Company's confirmation for the Order's acceptance with an appendix, deviation, reservation, restriction or other change that affect the terms of the Order results substantially in the conclusion of the Agreement by acknowledging the Order's receipt.

3. Delivery Terms

3.1 The Company is authorised to perform obligations under the Agreement to the full extent or in part through a sub-contractor (hereinafter referred to as the **"Sub-contractor"**).

3.2 Unless otherwise agreed, the Company will fulfil its obligation to deliver the performance subject matter within the Agreement (hereinafter referred to as the **"Subject of Performance"**), i.e. (i) the items and their components, if the Agreement is a Purchase Agreement whereby the Company undertakes to deliver to the Customer and allow them to acquire ownership right to such matters and the Company agrees to take over and accept ownership of such items and to pay the Customer a negotiated price for them, or (ii) work if the Agreement is Work Agreement which the Company undertakes to perform for the Customer at its expense and the Customer undertakes to take over the work and pay its price by preparing the Subject of Performance at the Company's registered office for delivery to the Customer and delivering a request for acceptance of the Subject of Performance to the Customer.

3.3 If part of the Subject of Performance includes carrying out the Subject of Performance, the Contracting Parties shall compile a Delivery Report for the delivery of the Subject of Performance.

3.4 The Company is obliged to deliver the Subject of Performance no later than the date specified within the Agreement.

3.5 If the Customer fails to fulfil any of their obligations under the Agreement prior to delivery of the Subject of Performance, the delivery date for the Subject of Performance shall be moved to a time when the Customer is in default and for a further period if the Company's operational circumstances so require, and the obligation to pay the Company for the costs incurred as a result of moving delivery date also arise for the Customer.

3.6 If it appears that due to incorrect information provided by the Customer, the Subject of Performance (e.g. in terms of product size) needs to be adjusted, the delivery date for the Subject of Performance is moved by a period appropriate to the modification of the Subject of Performance, or construction of the new Subject of Performance, and for a further time if the Company's operational situation so requires.

3.7 If the Customer is in default with the provision of co-operation to take over the Subject of Performance, there is a risk of accidental destruction or accidental deterioration of the Subject of Performance to the Customer at the moment when they find themselves delayed with the assumption of the Subject of Performance. The Customer is also obliged to compensate the Company for the storage costs for the Subject of Performance and a contractual penalty of 0.5% of the Price for each day of delay.

3.8 The Company is even entitled to deliver the Subject of Performance prematurely.

3.9 Obligation to Supply the Subject of Performance is fulfilled by the delivery of all parts of the Subject of Performance. Partial deliveries are permissible.

3.10 In the event of force majeure occurring (inter alia, strikes, seizures and all at the discretion of the Contracting Parties, independent circumstances such as fire, war, flood, earthquake, strike, general mobilisation, revolt, seizure, embargo, government regulation or limitations on the European Union, a reduction in energy consumption, etc.

affecting the Company or Customer), extend the deadlines for fulfilling the obligations under this Agreement for the duration of the force majeure event. The Company is obliged to inform the Customer regarding the occurrence and extinction of a force majeure event.

4. Installation

4.1 If any part of the Company's Subject of Performance is provided outside the Company's premises, the Customer is obliged to ensure the premises construction and technical capacity to provide the Subject of Performance.

4.2 If the product's installation is part of the Subject of Performance, the Customer requires the Company to carry out installation at least 14 days before the delivery date for the Subject of Performance stated in the Agreement. In a case where the Customer delays sending the request, the Company is entitled to set the installation date themselves and inform the Customer of this fact in writing.

4.3 The Customer is obliged to provide the Company with all the necessary co-operation during the installation period, in particular to make access roads and the installation site's premises accessible, as well as access to electricity (220V).

4.4 Except as otherwise expressly provided, once-only travel for the Company's employees outside the Company's premises is part of the installation. In the event installation being inaccessible due to reasons beyond the Company's control, the Customer will pay the costs incurred for this trip.

4.5 The Company will make a record of the installation process for the building (installation) book in the usual manner. The Customer shall comment on the record immediately after the installation and shall hand over a copy of the minutes and their observations to the Company. If the Customer fails to make a record, they are deemed to agree with the records.

4.6 Once installation is complete, the Contracting Parties shall also write a delivery note. The defects and faults listed in the delivery note will be removed by the Company on an agreed date. Removal of defects and failures shall be confirmed in writing by the Customer.

5. Transfer of ownership right and the risk of damage to the Subject of Performance

5.1 The risk of damage to the Subject of Performance passes to the Customer by delivering the Subject of Performance to the Customer under Article 3.2.

5.2 The ownership right of the Subject of Performance is transferred to the Customer via full payment of the Price.

5.3 The Customer is entitled to process the Subject of Performance covered by the reservation of the Company's ownership pursuant to Article 5.2 only after full payment of the Price.

6. Responsibility for defects

6.1 The Customer's right for defective performance constitutes a defect in the Subject of Performance that the Subject of Performance has at the moment it is delivered to the Customer.

6.2 The Customer is required to inspect the Subject of Performance or any partial delivery of the Subject of Performance as soon as the Company delivers it to them and notify the Company immediately of the defect.

6.3 The Parties agree that a material breach of the Agreement is deemed to be the occurrence of such a defect

in the Subject of Performance that makes it impossible to use.

6.4 In the event of a defect (defects) constituting a substantial breach of the Agreement, the Customer has the right to demand the defect is removed or receive appropriate discount from the Price. If the Company does not remove the defect on the Customer's behalf within 2 months after notification, the Customer is entitled to request a discount from the Price or to withdraw from the Agreement.

6.5 In the event of a defect (defects) constituting an insignificant Agreement breach, the Customer has the right to demand the defect is removed or receive a reasonable discount from the Price. If the Company fails to remedy the defect within 2 months after notification, the Customer is entitled to request discount from the Price.

6.6 Defect removal is considered to be the supply of a new item without defect, delivering a missing item or repairing the item. The right to choose the way of solution always belongs to the Company.

7. Warranty for quality, exercise of rights

7.1 The Company provides a warranty regarding the quality of the Subject of Performance only if specifically stated in the Agreement or warranty sheet.

7.2 If the Company provides a warranty regarding the Quality of the Subject of Performance, this warranty assumes that the Subject of Performance in normal use has no design defect in design, appearance, material, or craftwork for a period of 24 months from the delivery date when the Subject of Performance was received by the Customer. The warranty period for the part of the Subject of Performance for which the Customer correctly claimed on the warranty is extended by the time for its repair, if the Subject of Performance could not be used due to the defect.

7.3 Throughout the warranty period, the Company will remove a substantial defect in the Subject of Performance resulting from defective appearance, material or craftwork that adversely affects the functionality of the Subject of Performance. The warranty does not apply to insignificant deviations or slight deterioration in the appearance and useful properties of the Subject of Performance which do not affect its functionality.

7.4 Warranty claims expire if (a) inspections were not carried out on the Subject of Performance under the warranty card and applicable legal regulations during the warranty period by the Company or a person approved by the Company, (b) The Subject of Performance was repaired or modified during the warranty period or was otherwise interfered with in contrast with the manufacturer's or the Company's instructions, (c) The Subject of Performance was used differently than specified in the manufacturing documentation during the warranty period, (d) The Subject of Performance was not maintained in accordance with the maintenance instructions contained in the Checklist during the warranty period, or (e) the Customer did not accept the Subject of Performance in time or failed to pay the Price in time.

7.5 The Customer shall assert a claim for defective performance or warranty in electronic form (by e-mail sent) to servis@avaps.cz (hereinafter referred to as the "Complaint") or by filling in the Complaint Form on the website <https://servis.avaps.cz/reklamace>. The Complaint will include the name, address and location of the Place of Performance, serial number of the Subject of Performance,

full description of the defect, specification of the applied right from the defect, contact details of the person designated to settle the Complaint and copies of documents proving the legitimacy of the Complaint (Protocol on inspections of the Subject of Performance).

7.6 The Company shall initiate removal of the defect claimed by the Complaint within 48 hours of the date of the Complaint's application in accordance with Article 7.5. The Company will remove the defect related to the Complaint within 30 days of the Complaint. The Parties shall draw-up a report regarding the defect's removal.

7.7 The costs related to the elimination of the defect, due to which the Customer has rightfully filed a Complaint, shall be borne by the Company. The costs associated with rectifying the defect include the spare parts needed to rectify the defect; transport costs related to the delivery of spare parts to the place of complaint (if the place is not specified by the Contracting Parties).

8. Price, payment terms

8.1 The Price of the Subject of Performance (hereinafter referred to as the "Price") does not include Insurance costs for the Subject of Performance. The Company is entitled to add VAT to the Price in accordance with applicable legal regulations.

8.2 If, following the conclusion of the Agreement, a change in the Subject of Performance is made (for example, by agreement with the Customer's in the Construction Log), the Price shall be changed by an amount corresponding to the Company's additional costs for the change in the Subject of Performance, unless the Parties agree on the Price change.

8.3 The Company will issue a tax document - an invoice for the Price after delivering the Subject of Performance. The Price must be paid within 14 (fourteen) days of the invoice issuance date, unless otherwise agreed in the Agreement. The Customer's obligation to pay the Price is fulfilled by crediting the Price to the Company's account.

8.4 If the payment for the part of the Price is agreed in the form of a deposit and the Customer is in default with the repayment of the deposit or another obligation, the Company is entitled to suspend the fulfilment of their obligations under this Agreement until the deposit is fully paid or fulfilment of another obligation is provided. In such a case, all deadlines for the fulfilment of the Company's obligations under the Agreement for the Customer's default period and for the additional necessary time if the Company's operational situation requires it to be extended.

8.5 If the Customer is in default of payment of the Price or any part of it, they are obliged to pay to the Company a contractual penalty of 0.05% of the amount due for each commenced day of delay and 500 CZK (excluding VAT) for each reminder that the Company sends to the Customer in writing or by email.

9. Responsibility

9.1 If any part of the Subject of Performance is provided by the Company outside the Company's premises, the Customer agrees to inform the Company's employees of the relevant internal regulations to ensure health and safety protection at work, environmental protection and fire protection, including information on risks and measures taken to protect their affect related to work performance and the work site.

9.2 If any employee of the Customer enters the Company's premises in connection with the Agreement, the Customer undertakes to become acquainted with the Company's internal regulations to ensure occupational health and safety, environmental protection and fire protection located on the Company's premises at the Company's Visiting Line (hereinafter "**Safety standard**") containing, inter alia, information on risks and measures taken to protect against their effects, which relate to the performance of work and the workplace. The customer undertakes to comply with the Safety Standard.

9.3 The Customer undertakes to ensure that their employees are all trained in the Safety Standards and to ensure compliance with the Safety Standards by their employees. Customer employees who have not been trained in the Safety Standard must not perform activities on the Company's premises.

9.4 In the event of breaching the Safety Standard provisions, the Customer undertakes to pay the Company a contractual penalty of 20,000 CZK for each individual breach of the Safety Standard provisions.

10. Other

10.1 Payment of the contractual penalty shall not affect the Contracting Party's right to compensation for damage to the extent that the damage exceeds the contractual penalty.

10.2 The Customer takes on the risk of changing circumstances within the meaning of § 1765 of the CC.

10.3 All information obtained from mutual co-operation under the Agreement is considered to be a trade secret by the Contracting Parties and they undertake not to make them available to a third party and to only use them for the purpose of fulfilling the Agreement.

10.4 Without the Company's prior written consent, the Customer is not entitled to assign, suspend or transfer any claim, rights or obligations arising under or in connection with the Agreement to any third party.

10.5 The Customer is not entitled to unilaterally offset any of their receivables from the Company arising from the Agreement against the Company's receivables. The Company is entitled to unilaterally offset any receivables due or owed to the Customer against the Customer's receivables, including receivables that are not due.

10.6 The General Court for the Company is in fact responsible for the dispute between the Company and the Customer in a matter and jurisdiction.

10.7 Czech Republic law is exclusively used. The use of the Vienna Convention on the International Sale of Goods is excluded.

10.8 The Contracting Parties conclude mutual contractual relations in connection with their business and the provisions of Sections 1798 - 1800 of the Commercial Code do not apply in the circumstances of their conclusion. The Customer expressly declares not to be a weaker Contractual Party.

10.9 The Contracting Parties expressly exclude the application of the provisions of § 2051, § 2106 and § 2107 of CC.

10.10 If any of the Agreement's provisions is or becomes null, void or ineffective, it will not result in the Agreement's annulment, void or ineffectiveness as a whole or any of its provisions if such a void or ineffective provision is separable from the rest of the Agreement. The Contracting Parties without any unnecessary delay and no later than within 10

days of invalidity, undertake to replace the void or ineffective provision with a new valid or effective provision which, in its content, will correspond as closely as possible to the substance and the meaning of the original Agreement provisions.

Klečany, 23.3. 2021