

GENERAL BUSINESS CONDITIONS

I. Introductory provisions

1. These general business conditions are issued by Xvent s.r.o.

2. The conditions further define and clarify the rights and obligations of the manufacturer - the seller and his customers — the buyers All contractual relationships are concluded in terms of the law of the Czech Republic -The Civic law No. 89/2012 Sb.

3. The following definitions apply to these general business conditions: “seller” - XVENT s.r.o., manufacturer, a company with registered office at Podebradska 289, postal code 530 09, ID No. 07627726, entered into the commercial register maintained by the court at Hradec Králové.

“**buyer**” – a sales partner who buys goods from the seller

“**purchasing contract or the contract**” - a contract or Distribution Agreement concluded between the seller (Xvent s.r.o.) and the buyer; an order confirmed by the other contracting party is considered a purchase contract

“**due date**” - the last date on which the funds are to be credited to the seller’s account

“**delivery of goods**” - delivery of goods by the seller to the buyer

“**price list**” - list of prices for products and goods that is valid for the time at which the purchase contract is concluded

“**binding order**” - a written order by the buyer that is delivered to the seller by email or fax for delivery of goods; the seller confirms delivery of the order in writing by e-mail or fax

“**goods**” - products according to the approved price list, including replacement parts and accessories

“**INCOTERMS**” - a set of international rules for interpreting the commercial clauses most commonly used in international trade. If any clauses from INCOTERMS are used in the text of this contract, they bear the meaning specifically established within INCOTERMS. For purposes of these general business conditions, the INCOTERMS 2000 and INCOTERMS 2010 version is intended, unless otherwise agreed.

4. By sending the order, the buyer confirms that he is familiar with and has agreed to the full content of these general business conditions, including the warranty claims procedure. At the same time, he accepts the prices valid at the time the order is sent. Before realization of the order, the buyer has been adequately notified of these general business conditions and has had the opportunity to become familiar with them, as well as with the price of the goods ordered. These general business conditions are an integral part of the concluded contract. II. Order and conclusion of purchase contract 1. For purposes of these general business conditions, “order” is understood as a unilateral legal act of the buyer toward the seller with the purpose of obtaining ordered goods from him (hereinafter the “order”).

II. Order and conclusion of purchase contract

1. For purposes of these general business conditions, “order” is understood as a unilateral legal act of the buyer toward the seller with the purpose of obtaining ordered goods from him (hereinafter the “order”).
2. An order made in this manner must meet certain minimal requirements and contain certain essential information for proper issuance of documents and for delivery to the buyer of the goods actually requested.
3. The buyer must include at least the following information: o the precise name of the legal body or the first and last name of the private body the buyer’s registered office and place of business or the consumer’s residence o the specific delivery location including postal code (and billing address, if it differs), i.e. street, city, postal code, and country, if necessary - the buyer’s ID number, or the buyer’s tax ID number if a business - precise contact information (telephone number, e-mail address) - precise identification of the goods ordered - the delivery method - the payment method
4. The seller has the right to refuse an order that does not meet the basic requirements or does not contain the essential information, or has the right to return it to the buyer for completion and to provide him with an appropriate deadline for this. If this expires in vain, the order shall be viewed as never having been delivered.
5. The buyer’s order is a proposal of a purchase contract and can be made not only in written form, but also through electronic communication, such as in an e-mail message or fax, and the purchase contract itself is concluded at the moment when the seller sends the buyer consent to this proposal (binding order confirmation by the seller) in written form to the address(es) that the buyer has listed in the order, or through electronic communication, such as in an e-mail message or fax. From this moment, the buyer and the seller. Enter the contractual relationship.
6. A purchase contract can be concluded not only in writing, but also verbally or in implied form.

III. Order cancellation

1. The buyer has the right to cancel the purchase contract without a cancellation fee within 24 hours from the moment the purchase contract was concluded.
2. The buyer has the right to cancel the purchase contract with payment of a cancellation fee of 15% of the purchase price of the ordered goods minus VAT if the cancellation is delivered to the seller no later than two days from the moment when the purchase contract was concluded and if the cancellation fee is paid to the seller no later than ten business days from the moment when the purchase contract was concluded. The purchase contract is cancelled after its conclusion only in the event that the buyer notifies the seller in writing by the established deadline that he is exercising his right and that he will pay the established cancellation fee to the seller’s account by the given deadline.
3. The buyer has the right to cancel the purchase contract with payment of a cancellation fee of 50% of the purchase price of the ordered goods minus VAT if the cancellation is delivered and the cancellation fee is paid to the seller starting three days from the moment when the purchase contract was

concluded until five business days before the delivery date indicated in the order by the seller, or in the purchase contract. The purchase contract is cancelled after its conclusion only if the buyer notifies the seller in writing that he is exercising his right and that he will pay the established cancellation fee to the seller's account.

4. In cases such as those in points 1 and 2 of this article, a purchase contract can be cancelled in whole or in part. If it is only partially cancelled according to point 2 of this article, the cancellation fee is calculated from the price of the goods regarding which the contract is cancelled.

5. More than three days after the moment when the purchase contract was concluded, the purchase contract can be cancelled only upon special written agreement between the contracting parties.

6. Changes cannot be made to an order for increasing the quantity or changing the type of the delivered goods; the buyer must always place a new order for goods that were not ordered in his original order. This measure reduces error in sending deliveries.

IV. Delivery conditions

1. Unless otherwise agreed, the standard delivery deadline for ordered goods is up to three weeks from conclusion of the purchase contract, i.e. from binding order confirmation by the seller, etc. A different delivery deadline can be established in the contract, for example, or indicated in the price list. Products with a delivery date of three weeks from conclusion of the contract are marked "3 weeks" in the price list. If the price list shows the indication By request, the delivery date must be agreed upon in the purchase contract, and communicated to the buyer upon request. If the price list shows the designation Stock, the goods are in the seller's warehouse and if the goods are available can be delivered to the buyer on the business day following conclusion of the contract, if the buyer previously notifies that the goods will be picked up according to point 6 of this article of the general business conditions.

2. In exceptional cases, beyond the control of the seller, even with due professional care by the seller, the delivery deadline specified in the general business conditions cannot be met, the seller reserves the right to unilaterally extend the delivery deadline. In such cases, the seller agrees to inform the buyer immediately of the change to the date for delivery of goods.

3. The seller shall generally confirm orders within two business day after receiving them. If, for some reason, the seller cannot confirm the order, the buyer will likewise be informed.

4. The seller will deliver the goods EX WORKS according to INCOTERMS, or the contracting parties will agree to a different method of delivery.

5. The seller's dispatch warehouse is open on Business days from 8am to 15am Czech time. The warehouse is closed on the bank holidays and also by individual occasions.

6. If the goods are ready for delivery, the seller will notify the buyer by e-mail (or fax) to pick up the ordered goods. The seller will pack the goods and secure them for transport in the manner commercially typical for such goods, or if this manner cannot be determined, in the manner necessary to preserve and protect the goods, unless otherwise agreed in the contract. The buyer must take over

the goods no later than at the end of the delivery deadline and for this purpose must notify the seller of the day and hour for loading at least two days in advance.

7. All purchased goods must be accompanied by a tax document that simultaneously serves as a delivery slip and warranty certificate. The seller must include with the goods all documentation required by law. The seller owns all rights to all technical and drawing documentation, manuals, promotional materials, etc. These can be reproduced only by prior written consent of the seller. The buyer is obligated to observe and protect all intellectual and industrial property rights of the seller. Product documentation is ordinarily delivered in English, Russian, Czech and German. Drawing documentation from the seller's development department is not part of the documentation provided to the buyer.

8. At the time of pick-up, risk of damage to the goods, especially liability for accidental destruction, damage or loss of the goods, passes to the buyer. If the buyer does not pick up the goods on time, risk of damage to the goods passes to the buyer at the time the seller facilitates loading of the goods and the buyer breaches the contract by not picking up the goods.

9. The buyer is obligated to pick up the goods delivered according to the purchase contract. The contracting parties agree that in the event of refusal to pick up the goods or if the buyer is later than 10 days in picking up the goods, the buyer must pay the seller storage fees according to the seller's price list, or otherwise in the daily amount of 0.5 per mil of the price of the goods, including VAT. This does not affect the seller's right to compensation of damage. The seller's right to a contractual fine and damages compensation is not affected even if the seller sells to a third party the goods that the buyer did not pick up.

10. If the buyer has still not picked up the goods one month after the delivery deadline has passed, the seller has the right to sell the goods to a third party and exercise his rights against the buyer to compensation of damages that he has sustained by breach of the obligation to pick up the goods and pay the purchase price.

11. The buyer shall examine the goods for its completeness and nature (conformity with the order) and notify possible inconsistencies to the seller upon taking over the goods. The buyer shall conduct thorough examination of the goods for defects and notify all defects which could have been discovered by the examination without delay after taking over the goods. In the same time the buyer shall examine functionality of the goods and notify all defects in functionality to the seller; if the functionality examination is conditioned by installation of the goods (and earlier examination would be impossible or impracticable), the buyer may postpone the examination until installation of the goods, however not later than 3 months after the date of take-over of the goods. Other defects shall be notified to the seller without any delay after the buyer has discovered them or ought to have discovered them. The buyer may not exercise any rights resulting from inconsistencies/defects of the goods if the inconsistencies/defects failed to be notified to the seller in time, as indicated above.

V. Purchase price and payment conditions

1. The purchase price of the goods is provided in the concluded purchase contract; otherwise it is established according to the seller's price list valid at the time the order was sent to the seller. The purchase price is paid in EUR unless otherwise agreed upon in a specific contract.
2. VAT is added to the purchase price in the amount called for by applicable law.
3. The purchase price is payable no later than when the goods are picked up, unless agreed otherwise.
4. The seller accepts payment of the purchase price only by bank transfer to the seller's account.
5. The buyer does not acquire ownership rights to the goods until full payment of the purchase price, where payment of the purchase price is understood as crediting of the financial amount corresponding to the purchase price to the seller's account.
6. If payment of the purchase price is late, the seller has the right to levy contractual interest on arrears in the amount of 0,1% of the amount due per each day of delay starting with the eighth day of arrears.

VI. Other services

1. The seller does not ordinarily provide transport of goods sold. However, it is possible for the contracting parties to agree the seller to arrange the transport of the goods for the buyer. In such cases, the price of transport will be established by agreement, and if no agreement has been made on the price of transport, the buyer is obligated to pay the seller the amount of the transport charges and other expenses he has incurred for transporting the goods.

VII. Warranty, claims (defect liability rights)

1. The parties' rights and responsibilities (procedure) upon the buyer's complaint are governed by the warranty claims procedure according to Xvent Warranty conditions and the Czech legislative.
2. Product liability, safety and indemnification Manufacturer is, in accordance with the applicable legislation, liable for a personal injury and/or property damage caused by a product supplied by the distributor. The buyer may claim damages on the seller only if the damage was caused by intention or gross negligence of the seller (irrespective whether the liability is based on contract or tort). The aggregate amount of damages to be recovered by the buyer shall be limited by the amount corresponding to the double of the purchase price of the goods, by which or by the delivery of which the damage has been caused. However, the limit shall not be less than the amount that the seller is able to cover by its insurance policy; the seller undertakes to inform the buyer of its insurance rights.

VIII. Delivery

1. Unless agreed otherwise, delivery to the other participant will be made to the address the participant has indicated as the correspondence address, otherwise to the address of the registered office, place of business or residence.

2. Acts performed by one of the parties for the other are considered delivered no later than on the fifth day after the party delivering the document has submitted it to a postal services provider in the form of a registered dispatch for transport.

IX. Closing provisions

These general business conditions enter into force on the day of their publication on the seller's website www.xvent.cz. New versions of the general business conditions cancel general business conditions issued previously. Legal relations established on the basis of these general business conditions shall always be adjudicated according to the general business conditions that were valid when the legal relationship began. General business conditions valid for an earlier time period can be sent by e-mail upon request. The seller has the right to change these general business conditions at any time, and the modifications enter into force at the time they are published on the seller's website.