

GENERAL BUSINESS CONDITIONS

I. Introductory provisions

1. These general business conditions (hereinafter as “Conditions”) are issued by Xvent s.r.o., reg. no. 07627726.

2. The Conditions determine, further define and clarify the rights and obligations of Xvent as the manufacturer - the seller and his customers — the buyers arising from the contract for delivery of goods concluded between them. All contractual relationships between Xvent and its customers are concluded in terms of the law of the Czech Republic – in particular Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the “CC”).

3. The following definitions apply to these general business conditions:

“**seller**” - XVENT s.r.o., a company with registered office at Poděbradská 289, Trnová, postal code 530 09 Pardubice, ID No. 07627726, registered in the commercial register maintained by the Regional court at Hradec Králové under file no. C 42637.

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

“**purchase contract or the contract**” - a contract concluded between the seller (Xvent s.r.o.) and the buyer; Contract may also be concluded by the seller confirming buyers order in compliance with these Conditions.

“**due date**” - the last date on which the funds corresponding to the purchase price of the goods must be credited to the seller’s account

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

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

“**binding order**” - a written order for delivery of goods issued by the buyer that is delivered to the seller by email or fax; the seller confirms the order in writing by e-mail or fax. If the order is not confirmed by the seller, it is not binding on the seller.

“**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 Conditions, including the warranty claims procedure, which is regulated in separate warranty conditions. At the same time, he accepts the prices of goods valid at the time the order is sent. These Conditions are an integral part of the concluded contract and take precedence over any terms and

conditions of the buyer. By concluding the purchase contract, the buyer accepts these Conditions in full and waives the application of any of their own terms and conditions.

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 order therefore must be sufficiently specific and it must include at least the following information: the precise name of the legal entity or the first and last name of the natural person – the buyer, the buyer’s registered office or place of business or the consumer’s place of residence, the specific delivery location of the goods including postal code (and billing address, if it differs), i.e. street, city, postal code, and country. Furthermore the buyer’s ID number and tax ID number if they are an entrepreneur. Precise contact information (telephone number, e-mail address). Precise identification of the ordered goods, quantity of ordered goods, required delivery method and 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 so that they can complete it properly, providing them with a suitable deadline for completion. If this deadline is exceeded, the order will be considered 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.

III. Order cancellation

1. 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 provided that the notice of cancellation is delivered to the seller no later than two days from the moment when the purchase contract was concluded and 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 by this only in the event that the buyer notifies the seller in writing within the specified period that he is exercising his right to cancel the contract, whereby the contract is cancelled only upon payment of the cancellation fee to the seller’s account by the given deadline.

2. 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 provided that the notice of cancellation is delivered to the seller and the cancellation fee is paid to the seller within three days from the moment when the purchase contract was concluded and no later than five business days before the agreed delivery date of the goods. The purchase contract is cancelled by this only if the buyer notifies the seller in writing that he is exercising his right to cancel the contract, whereby the contract is cancelled only upon payment of the cancellation fee to the seller's account.
3. In cases such as those in points 1 and 2 of this article, a purchase contract may be cancelled in whole or in part. If it is only partially cancelled, the cancellation fee is calculated from the price of the goods regarding which the contract is cancelled.
4. 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.
5. Changes cannot be made to an order for increasing the quantity or changing the type of the delivered goods; the buyer must always issue 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. A different delivery deadline can be agreed in the contract, 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 they can be delivered to the buyer on the business day following conclusion of the contract, if the buyer previously notified that the goods will be picked up according to point 6 of this article of the 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 days 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, unless the contracting parties agree on a different method of delivery.
5. The goods will be handed over to the buyer during warehouse opening hours. 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 weekend and dispatch of goods is not possible, unless agreed otherwise individually.

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 legal regulations. The seller owns all copyright and industrial property rights to all technical and drawing documentation, manuals, promotional materials, etc. These can be reproduced only with 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 normally 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. Risk of damage to the goods, especially liability for accidental destruction, damage or loss of the goods, passes to the buyer upon acceptance of the goods by the buyer or carrier. 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 in the daily amount of 0.5 per mille 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 withdraw from the contract, 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 their completeness, flawlessness and nature (conformity with the order) and notify possible inconsistencies to the seller immediately upon taking over the goods.

12. 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.

13. The buyer is not entitled to exercise any rights resulting from inconsistencies/defects of the goods if the inconsistencies/defects were not 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 CZK or 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 there is a delay in payment of the purchase price, the seller has the right to charge contractual penalty in the amount of 0,1% of the amount due per each day of delay starting with the eighth day of delay.
7. The seller is entitled to withdraw from the purchase contract if the buyer is more than 15 days late with the payment of the purchase price.

VI. Other services

1. The seller does not ordinarily provide transport of purchased goods. However, it is possible for the contracting parties to agree for 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) arising from liability for defects are governed by the CC. The rights and obligations (procedure) relating to the warranty and warranty complaints are governed by the seller's valid warranty conditions.
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 seller. 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 civil delict). 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.

VIII. Delivery

1. Unless agreed otherwise, delivery to the other party will be made to the address the party 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.

The court competent to decide disputes arising from purchase contracts and these Conditions is the general court of the seller.

In Pardubice, 03.02.2026

Jan Teichmann, Managing Director



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