

# General Order Terms and Conditions

IXPERTA s.r.o.

(Version 1.5 EN)

## 1. Validity of the General Order Terms and Conditions

1.1 These General Order Terms and Conditions (hereinafter referred to as "General Terms") stipulate the binding rules for supply of goods and/or services based on a written order issued by the commercial company IXPERTA s.r.o. (hereinafter referred to as "Customer"), and confirmed by the recipient of the order (hereinafter referred to as the "Supplier"), whereas these General Terms constitute an integral part of such an order. In case of inconsistency of the provisions set forth in the order and those given in these General Terms, the provisions set forth in the order shall prevail.

## 2. The Order and the Order Confirmation

2.1 The Order comes into force on the day it is issued by the Customer; the contractual relation on the basis of this Order becomes effective when confirmed by the Supplier. The Supplier is obliged to inform the Customer about the confirmation or rejection of the Order in a provable manner within a deadline of 2 (two) working days as of receipt unless stated otherwise in individual cases by the Customer. A provable manner may also be considered a documented fax or e-mail message from a person herein authorized by the Supplier.

2.2 Should the Supplier not confirm the order in writing within a deadline of two weeks after its receipt or not perform it to the required scope, the Customer may cancel the order.

2.3 These General Terms also apply to the contractual relation arising from performance of the order by the Supplier. Should confirmation and/or performance differ from the contents of the Order, the Customer is bound by the Order only if he has the difference (from the Order) approved in writing to the Supplier. The Customer is bound by the Supplier's General Business Terms and Conditions only if the Customer has them expressly approved in writing. Acceptance of the delivery and/or services from the Supplier or payment by the Customer shall not be considered as such approval.

2.4 Any change to the order contents is effective only if confirmed in writing by the Customer.

2.5 The confirmed Order regarding supply (delivery) without installation shall be considered as a sales contract pursuant to § 2079 et seq. of the Civil Code. The confirmed order regarding supply (delivery) including installation or, if appropriate, putting into operation, shall be considered as a contract for work pursuant to § 2586 et seq. of the Civil Code.

## 3. Performance by the Supplier

3.1 The confirmed terms of performance are binding for the Supplier. As far as well-timed Supplier performance the resolution time is:

a) for supplies (deliveries) without installation: the date of delivery confirmed in writing (including discharge) of complete delivery at the place of destination in accordance with the confirmed Order,

b) for supplies (deliveries) with installation as well as for services: the date of taking over delivery as confirmed in writing by the Customer's authorized representative.

3.2 Should there be a danger of the Supplier performance delay, the Supplier is obliged to inform the Customer of this fact immediately and request its instructions (decision).

3.3 Should the Supplier be in delay regarding his performance against the confirmed term, the Customer is entitled to claim a stipulated damages (fine) of 0.1 % of the performance value for each day of delay. The Customer's claim to indemnity is not affected by payment of the stipulated damages (fine).

3.4 The Supplier is fully responsible for a delivery and/or service free of any defects particularly factual or legal ones, and the fact that its implementation shall not breach any rights whatsoever of third parties.

## 4. Prices

4.1 Unless agreed otherwise in writing between the Customer and Supplier, the price set forth in the order for the full subject of the order is deemed final, i.e. it also contains costs of transport to the place of destination set forth in the order, insurance, packing, taxes (with the exception of VAT), customs duty and other administrative charges as well as the price of the documentation, installation and testing (if requested). VAT is charged under valid legal regulations.

## 5. Invoices

5.1 The invoice (tax document or advance deposit note) must contain all the requirements in accordance with valid legal regulations, particularly the number (mark) of the order as well as the number and appropriate factual names (codes) of each listed item. Should any of this data be missing, the invoice cannot be paid.

5.2 The copy of the invoice (tax document or advance deposit note) must be clearly marked as a duplicate.

5.3 The Supplier is obliged to issue a tax document within the term corresponding with taxable supplies in accordance with valid legal regulations.

5.4 The date of taxable performance is deemed to be the date of signs the note of delivery (supplies without installation) or protocol on hand-over and acceptance (supplies with installation) by authorized representatives of respective parties (see 7.2).

## 6. Remittance (Payments)

6.1 Unless agreed otherwise in writing between the Customer and Supplier, the maturity of the Supplier's invoices is 60 days as of the date of the provable delivery of the invoice to the Customer. The Customer is not obliged to pay the invoice should the provided performance (goods and/or service) not meet the requirements of the Customer as set forth in the confirmed order.

6.2 Remittance by the Customer shall take place by bank transfer to the Supplier's account.

6.3 The date of write-off the relevant amount from the Customer's bank account is considered to be a date of settlement.

6.4 Payment by the Customer does not mean acknowledgement that the delivery and/or service meets the requirements of the Customer set forth in the confirmed order.

## 7. Shipment, Transfer of Ownership and Risk of Damage

7.1 The Supplier is obliged to make sure that:

a) each consignment (delivery) is equipped with a note of packing or delivery containing clear data about the contents as well as the full number (mark) of the order,

b) each part of the consignment (colli) is clearly marked on the packaging with data about the contents as well as the full number (mark) of the order,

c) the Customer or recipient is notified (advised) in advance and in writing of the dispatch of the consignment (delivery), whose acceptance at the place of destination requires the presence/cooperation of its recipient. The notice should also contain clear data about the contents and the full number (mark) of the order.

7.2 Unless agreed otherwise in writing between the Customer and Supplier, the ownership and risk of damage to the goods shall pass to the Customer:

a) for supplies (deliveries) without installation: on the day of delivery confirmed in writing (including discharge) of the undamaged consignment at the place of destination, according to the confirmed order,

b) for supplies (deliveries) with installation: on the day of sign the protocol on hand/take over of performance by the Supplier's and Customer's authorized representatives.

7.3 Shall the Customer, according to the confirmed order, bear costs of transportation to the place of destination, whereas the transportation is organized by the Supplier, then the Supplier is entitled to charge the Customer only by costs corresponding to a standard transportation level, or by costs approved in advance by the Customer. Unless otherwise stated in writing between the Customer and Supplier, the additional costs (as compared with the usual transportation level) bears the Supplier.

7.4 Shall transportation of the consignment (delivery) be, according to the confirmed order, a matter of the Supplier, the Supplier shall accordingly insure the risk of damage to the consignment (delivery) during the transportation. Shall the transportation be, according to the confirmed order, a matter of the Customer, the Customer insures the risk of transportation damage; should under such circumstances the Supplier manage (secure) transportation of the consignment (delivery), it is obliged to avoid duplicity of the transport insurance; the Customer does not pay any redundant transport insurance. However, this provision does not exclude any Supplier's liability for damage to consignment (delivery) during the transportation due to infringement of duties and/or negligence of the Supplier.

## 8. Guarantee, Liability for Defects

8.1 Unless agreed otherwise in writing between the Customer and Supplier, the Supplier shall provide a 2-year guarantee for its deliveries and/or services, while the guarantee period starts at the moment of transfer the risk of damage to the goods (see 7.2).

For goods – be it individual or part of some complex – which the Customer subsequently delivers to a third party, without the goods being used, the guarantee period starts not until the acceptance of goods by the third party, however, it terminates 3 years at the latest after the transfer the risk of damage to the goods (see 7.2).

8.2 The defect existing prior to transfer the risk of damage to the goods (see 7.2) or appearing during the guarantee period (see 8.1) shall be either removed by the Supplier at its own expenses, or shall be delivered new (substitute) defect-free goods and/or services, according to the Customer's choice, within 5 working days, unless the Supplier and Customer agree otherwise. The choice of manner of remedy must comply with the principles of fair business relations. The same applies to delivery and/or services for which acceptance inspection is limited only to a random check of samples

8.3 Should the Supplier not remove the defect or provide substitute delivery and/or service within the objectively adequate deadline as set by the Customer, the Customer is entitled:

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- a) to withdraw partly or completely from the contract (without covering any expenses) or  
b) to request discounts, or  
c) to proceed with the removal of the defect, either alone or through a third party, at the expense of the Supplier, or to manage a substitute delivery or service, while the Supplier's obligations arising from quality guarantee and liability for any defects remain unaffected herein.

Together with these rights the Customer is entitled to claim for compensation for damages and lost profit with regard to non-fulfillment of the Supplier's obligations.

This provision shall be used even when the Supplier declares that it is not able to remove even the defect or provide substitute delivery or service, not even within an additional deadline granted by the Customer.

8.4 The defect may be removed at the expense of the Supplier even without an additional deadline granted by the Customer for the Supplier if the Supplier's performance was delayed and the Customer wants to remove defect immediately.

8.5 The Supplier is obliged to compensate the Customer for any expenses borne by the Customer for having to remove the consequences of a breach of obligation by the Supplier and for having to remove all the defects of a delivery or service on the basis of the Customer's written notice indicating the term of maturity and furnished with proof of the amount of the expenses. This also reasonably applies to expenses that the Customer has wasted for processing or modifying goods for the above purpose.

8.6 Unless agreed otherwise in writing between the Customer and Supplier, any claim against defects in a delivery or service may be enforced by the Customer:

- a) within one month as of transfer of the risk of damage to goods/items or implementation of a service, or  
b) within one month of discovering defects provided that the goods have not been used and the defects discovered only with its further processing or modification, or delivery to a third party.

Goods to which a quality guarantee applies, may be claimed until the end of the term of guarantee.

8.7 The aforementioned rules also apply to the appropriate extent for deliveries and/or services representing repair/substitute performance for the purpose of removing defects.

8.8 The Supplier bears the costs connected with transportation of defective delivery items back to the Supplier and/or substitute delivery items to the place of destination in accordance with the confirmed order, including the risk of damage to transported items.

8.9 Unless agreed otherwise in writing between the Customer and Supplier, the Supplier is obliged for the next 10 years after delivery, to perform or secure post-guarantee repair of goods/items for an appropriate fee, and this includes procurement of spare parts should this arise from the nature of the deliveries. Should the production of spare parts for the delivered goods/items be discontinued, the Supplier is obliged to inform the Customer of this fact as soon as possible and provide it with an alternative solution under similar terms and conditions.

## 9. Assignment of Performance to Third Parties

9.1 Assignment of performance to third parties without the prior written consent of the Customer is inadmissible. Should the Supplier undertake this step, the Customer is entitled either partly or completely to withdraw from the contract and be able to enforce a claim to indemnity.

9.2 Should the Customer communicate to the Supplier his disagreement with performance through the Supplier's specific third party, the Supplier is obliged to replace this party within 3 days of such a communication or carry out the ordered performance itself, while the agreed terms of performance remain unchanged.

## 10. Provision of Material, Tools, Moulds, Samples, Confidentiality by the Customer

10.1 Material owned by the Customer which has been provided to the Supplier free of charge for the purpose of implementing the delivery, remains the property of the Customer, it must be stored separately free of charge, marked and administered; it may only be used for the Customer's orders. The Supplier is obliged at its own expense to procure and use an adequate replacement if the material is damaged or lost. This also reasonably (except for the term "ownership") applies to material, which the Customer procured or transferred to the Supplier for a charge for such a purpose.

10.2 Material owned by the Customer is processed and/or modified for the Customer. The Customer is the direct owner or co-owner of the modified material or new item. Should it be impossible for legal reasons, the Supplier and Customer agree that the Customer is the owner at each moment of processing and modification of a new item or each semi-finished product. The Supplier is obliged to look after the Customer's each new item/semi-finished product free of charge and with the professional care of a proper businessman.

10.3 Tools, moulds, samples, models, profiles, drawings, standards, blueprints and instructions in any shape or form provided by the Customer, as well as the items manufactured according to these, may not be transferred to third parties or used for purposes other than those under this contract without the Customer's prior permission in writing. They must be protected (secured) against unauthorized scrutiny or use. The Customer may request the return of these items while reserving further rights if the Supplier breaches these obligations.

10.4 Should information, which the Supplier obtains from the Customer not be generally known or should the Supplier have obtained it in an irregular manner, the Supplier is obliged to protect it against access by third parties.

## 11. Export Control and Foreign Trade Data Regulations

11.1. For all products to be delivered and services to be provided the Supplier shall comply with all applicable export control, customs and foreign trade regulations (hereinafter as "Foreign Trade Regulations") and shall obtain all necessary export licenses, unless the Customer or any party other than the Supplier is required to apply for the export licenses pursuant to the applicable Foreign Trade Regulations.

11.2. The Supplier shall advise the Customer in writing as early as possible but not later than the given delivery date of any information and data required by the Customer to comply with all Foreign Trade Regulations for the products and services applicable in the countries of export and import as well as re-export in case of resale. In any case the Supplier shall provide the Customer for each product and service:

- a) the "Export Control Classification Number" according to the U.S. Commerce Control List (ECCN) if the Product is subject to the U.S. Export Administration Regulations, and  
b) all applicable export list numbers, especially AL („Ausfuhrliste“) if the Product is subject to the EU Regulations; and  
c) the statistical commodity code according to the current commodity classification for foreign trade statistics and the HS (Harmonized System) coding; and  
d) the country of origin (non-preferential origin); and  
e) upon request of the Customer: the Supplier's declaration for preferential origin (in case of EU suppliers) or preferential certificates (in case of non-EU suppliers);  
(all the data mentioned above in paragraphs a) - e) hereinafter as „Export Control and Foreign Trade Data“).

11.3. In case of any alterations to origin and/or characteristics of the products and services and/or to the applicable Foreign Trade Regulations the Supplier shall update the Export Control and Foreign Trade Data as early as possible but not later than the delivery date. Supplier shall be liable for any expenses and/or damage incurred by Customer due to the lack of or inaccuracy of said Export Control and Foreign Trade Data.

11.4. The Customer's obligation to fulfill this agreement is subject to the proviso that the fulfillment is not prevented by any impediments arising out of national and international foreign trade and customs requirements, any embargos or other sanctions. The Customer is not obliged to reimburse damages caused thereby.

## 12. Code of Conduct for Suppliers

The Supplier is obliged to comply with the laws of the applicable legal system(s). In particular, the Supplier will not engage, actively or passively, nor directly or indirectly in any form of bribery, in any violation of basic human rights of employees or any child labor. Moreover, the Supplier will take responsibility for the health and safety of its employees, the Supplier will act in accordance with the applicable environmental laws and will use best efforts to promote this Code of Conduct among its suppliers.

In addition to other rights and remedies the Customer may have, the Customer may terminate the contract and/or any purchase order issued thereunder in case of breach of these obligations by the Supplier. However, provided that Supplier's breach of contract is capable of remedy, Customer's right to terminate is subject to the proviso that such breach has not been remedied by the Supplier within a reasonable grace period set by Customer.

## 13. Cession and Offsetting of Claims

13.1 Any of the Supplier's claims towards the Customer may be assigned to a third party only with the Customer's written consent.

13.2 The Customer is entitled to offset any due receivables towards the Supplier against any of the Supplier's due receivables towards the Customer.

## 14. Applicable Law, Place of Judicial Proceedings

14.1 The legal relations arising from orders related herein are governed by the valid legal regulations of the Czech Republic, particularly Act No. 89/2012 Coll., the civil code, as amended (also the "Civil Code" only).

14.2 The place of any judicial proceedings is the commercial court relevant to the place where the order was issued, unless the law stipulates otherwise.

## 15. Language

15.1 These General Order Terms and Conditions are set forth in the Czech language. Should by conversion into other language come to any inconsistent wording, or wording admittive of inconsistent interpretation, the original Czech-language wording shall prevail.

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