

General Terms and Conditions of the Goods Delivery

I. PREAMBLE

These General Terms and Conditions of the Goods Delivery (hereinafter referred to as "GTC") govern the relationships and conditions of the deliveries of the Goods between Ammeraal Beltech s.r.o., company registration number: 251 38 138, having its registered office at Jihlava, Hruškové Dvory 80, registered in the Commercial Register kept with the Regional Court in Brno, section C, file 34790, as a seller (hereinafter referred to as "the Seller") and third persons as buyers (hereinafter referred to as "the Buyer"), and also the relationships and conditions during the assembly of the Goods by the Seller if it is agreed between the Seller and the Buyer in connection with the Goods purchase.

These GTC are the business terms and conditions within the meaning of s. 1751 of Act No. 89/2012 Sb., the Civil Code, as amended (hereinafter referred to as "CC"). Only these GTC are binding for the Buyer and the Seller in connection with the Goods deliveries. For the avoidance of doubt, it is expressly stated that the Buyer's business terms and conditions do not become a part of an individual purchase contract entered into by and between the Seller and the Buyer.

Any deviations from GTC must be agreed in writing by the contracting parties in the respective Contract.

II. DEFINITION OF TERMS

1. In the GTC the following terms have the meanings assigned to them:
 - "Contract" - means the purchase contract between the Seller and the Buyer. The assembly of the Goods by the Seller at an agreed place may be agreed in the Contract.
 - "Goods" - means the movable things that are a subject of the purchase, determined individually or in quantity and type as specified in the given Contract.
2. The term - "handover/to hand over" - in the case the INCOTERMS delivery condition applies between the contracting parties, the term "handover/to hand over" means "delivery/to deliver" within the meaning of the respective agreed INCOTERMS clause.

III. OFFERS AND ORDERS

1. The base for processing a Buyer's order may be a Seller's offer. Unless otherwise expressly stated, all the Seller's offers sent to the Buyer are not binding.
2. Orders (i.e. proposals to conclude individual Contracts) are made by the Buyer to the Seller in writing or by e-mail.
3. The Buyer's orders which the Seller decides to accept will be accepted by the Seller by the "Order Confirmation" preferably in electronic form, it is understood that the "Order Confirmation" is legally perfect even without attaching an electronically guaranteed signature. By delivering the "Order Confirmation" to the Buyer the Contract is validly concluded and binding for both contracting parties. The concluded Contract may be neither cancelled nor changed - with the exception of the case referred to in paragraph 9 of this Article, or in the case of an agreement with the Seller.
4. The Seller may also accept the Buyer's order so that it will act according to the order, in particular, that the Seller will provide the Buyer with the ordered performance. In that case where the Buyer's order is not confirmed by the Seller but the goods ordered by the Buyer are handed over to the Buyer by the Seller, the date of handing over the goods to the Buyer is regarded as the date of the Contract conclusion.
5. The Seller is not obliged to accept the Buyer's order.

6. The Buyer may order from the Seller the assembly of the Goods at a place agreed with the Seller.
7. The design and display of the Goods in the Seller's commercial communications or advertising documents are for information only and are not to be considered as models or samples under s. 2096 of the Civil Code.
8. The technical specifications, including the weight, colour, etc. given by the Seller in the Seller's commercial communications or advertising documents are only approximate, thus these characteristics of the Goods supplied to which the specifications relate may vary to a usual (reasonable) extent without constituting any defect or deficiency in the performance by the Seller.
9. In compliance with the provision of s. 1992 CC, the Buyer may discharge the obligation resulting from the concluded Contract by paying a withdrawal fee to the Seller. The withdrawal fee is 30% of the total purchase price of the Goods agreed in the Contract without VAT; in the case that the subject of purchase under the Contract is modular belts and/or linked chains, the withdrawal fee is 50% of their total purchase price agreed in the Contract without VAT.

IV. DELIVERY OF THE GOODS

1. A/ The following in this clause A/ will apply in cases where the Buyer has its registered office in the Czech Republic at the time of conclusion of the Contract:
 - (i) The Seller fulfils the obligation resulting from the Contract by handing over the Goods at the agreed place and at the agreed time and by allowing the Buyer to acquire the title to the Goods in compliance with the Contract.
 - (ii) Unless otherwise agreed in the Contract, the place of performance is the establishment of the Seller, Hruškové Dvory 80, Jihlava.
 - (iii) If the Seller is to dispatch the Goods under the Contract, the Seller will hand over the Goods to the Buyer by handing them over to the first carrier for carriage to the Buyer and will allow the Buyer to exercise its rights under the contract of carriage against the carrier.
 - (iv) The risk of damage to the Goods passes to the Buyer at the moment of the Goods handover by the Seller to the Buyer.

- B/ The following in this clause B/ will apply in cases where the Buyer has its registered office outside the Czech Republic at the time of conclusion of the Contract:
 - (i) The risk of damage to the Goods passes to the Buyer in compliance with the agreed conditions of the delivery according to INCOTERMS 2010.
 - (ii) Unless expressly agreed otherwise, the condition of the delivery INCOTERMS 2010 "Ex-works" (EXW) – the establishment of the Seller, Hruškové Dvory 80, Jihlava, the Czech Republic, applies.
2. Where the time for handing the Goods over is not fixed by an exact date but is fixed by a time limit in weeks, months or years, such time limit shall commence from the date on which the last of the following conditions is met:
 - a) conclusion of the Contract;
 - b) issuing all the permissions for handover or import of the Goods ensured by the Buyer;
 - c) crediting the Seller's account with the amount of an advance payment if an advance payment has been agreed in the Contract or is requested by the Seller;
 - d) providing all the guarantees and meeting all the conditions precedent agreed in the Contract.
3. The Goods are handed over properly and in time even if they are handed over with minor defects and outstanding works that do not affect their utility value. This provision is without prejudice to the Buyer's rights resulting from defects of the Goods. Partial deliveries are permitted. For that

reason, the Seller is not obliged to pay the Buyer any costs, i.e. the provision of s. 1930 (2) CC, the last sentence about the Seller's obligation to pay increased costs will not apply.

The Buyer is not entitled to refuse to take over the delivery of the Goods if the Goods have minor defects only that do not affect their utility value.

4. If the Seller does not fulfil the obligation to hand over the Goods within the agreed time, the Buyer is entitled to request from the Seller the payment of the contractual penalty in the amount of 0.5% of the price of not handed over Goods without VAT for each day of the delay, however not exceeding the amount corresponding to 20% of the purchase price of the not handed over Goods without VAT agreed in the respective individual Contract.
5. The delivery conditions may differ in case of production problems or in case of Force Majeure without affecting the Contract validity.

V. PURCHASE PRICE

1. The purchase price will be agreed in an individual Contract.
Unless otherwise agreed in the Contract, the purchase price is negotiated without the Value Added Tax (hereinafter referred to as "VAT") which will be added to it according to the relevant legislation.
2. In the case of handing over the Goods to the Buyer by sending them, the Buyer bears the cost of transporting the Goods; the transport is arranged and paid to the carrier by the Seller.
3. In the case of the assembly of the Goods, the price of the assembly, including all the related costs (hereinafter referred to as the "price of the assembly") is negotiated in the Contract or may be agreed by reference to the Seller's.
4. The related costs under s. 3 of this Article to which the Seller is entitled against the Buyer include but are not limited to:
 - a) Travel expenses - the cost of travel to and from the place of carrying out the assembly, from and to the Seller's seat and travelling within the place of carrying out the assembly by the means of transport selected by the Seller, including the necessary associated costs according to the actual costs. If special conditions do not require the use of other means of transport, the following will be invoiced as a standard:
 - Passenger car - compensation based on mileage (at the rate of 1 km according to the current Seller's price list).
 - b) Costs of stay - the Seller is entitled to invoice the Buyer the costs associated with providing lodging to its employees carrying out the assembly.

VI. PAYMENT CONDITIONS AND INVOICING

1. The Buyer will pay the Seller the purchase price of the Goods based on an invoice issued by the Seller that is entitled to invoice the price of the Goods after their handover to the Buyer. In this invoice, the Seller will account to the Buyer also for the costs incurred for the Goods transport.
2. The Buyer will pay the Seller the agreed price of the assembly of the Goods based on an invoice issued by the Seller that is entitled to invoice the price of the assembly after the Goods assembly completion.
3. The Seller is entitled to request an advance payment of the purchase price prior to handing over the Goods, or an advance payment of the price of the assembly before the Goods assembly; in such a case the Seller is obliged to neither hand over the Goods nor carry out the assembly before the Buyer has paid the full amount of the advance payment to the Seller (see also paragraph 6 of this Article).

4. The Buyer is obliged to pay the purchase price, including the price of the Goods transportation and the price of assembly within 14 days from the date of the invoice issued by the Seller. The Buyer's obligation to pay the purchase price and/or the price of the assembly is considered to be paid by crediting the Seller's account with the amount of such payment.
5. In case the Buyer is in delay with the payment of the invoiced amount according to paragraphs 1 and/or 2 of this Article, the Seller is entitled to require the Buyer to pay the interest on late payment in the amount of 0.5% of the total outstanding amount (including VAT) for each day of delay.
6. The Buyer's delay with the payment of its monetary obligations resulting from the Contract or any other relation between the Seller and the Buyer resulting from obligations entitles the Seller to refuse the handover of the Goods/suspension of carrying out of or suspension of completion of the assembly of the Goods till the full payment of all the monetary obligations of the Buyer. The period for the handover of the Goods/carrying out the assembly of the Goods is extended at least by the period of the Buyer's delay with payment of its monetary obligations unless a longer period is objectively necessary due to the demobilization and re-mobilization of the production sources and inputs on the part of the Seller related to the suspension and recommencement of the performance by the Seller where in such a case the period for the handover of the Goods/carrying out the assembly of the Goods is extended also by the time necessary for the demobilization and re-mobilization of the production sources and inputs of the part of the Seller related to the suspension and recommencement of the performance by the Seller.
7. The Seller is entitled to refuse the handover of the Goods and/or withdraw from the Contract in whole or in part if the Buyer has been found bankrupt or if an insolvency petition against the Buyer has been dismissed due to a lack of the Buyer's property or the Buyer puts itself into liquidation. After the Buyer has been adjudicated bankrupt, this Seller's right to withdraw from the Contract lasts also for the period during which an insolvency administrator may declare that it is going to fulfil the Contract.
8. In the case that the Seller issues a corrected tax document to the Buyer, referring to Act No. 235/2004 Sb., to regulate the Value Added Tax, the Buyer is obliged to confirm, without undue delay, the receipt of such a corrected tax document.
Based on the corrected tax document, the Seller is not obliged to provide the Buyer with the performance until it has received the Buyer's confirmation of the date of the receipt of the corrected tax document. For the period of delay of the Buyer with fulfilling the above-mentioned obligation, the Seller is not in delay with its performance on account of the corrected tax document.
9. The Buyer may not make a unilateral set-off or for any reason retain payment of any amount due (being paid) to the Seller under or in connection with the Contract.

VII. OWNERSHIP AND RISK OF DAMAGE

1. The Buyer will become the owner of the Goods only after the purchase price has been fully paid. Retention of title does not influence passing the risk of damage to the Goods which passes to the Buyer at the moment of the Goods handover to the Buyer.
2. In case of the Goods assembly by the Seller, in any stage of the assembly, a risk of damage to the Goods does not pass to the Seller; further, a risk of damage to any equipment or any item of the Buyer or third persons does not pass to the Seller.

VIII. GUARANTEE AND THE RIGHTS RESULTING FROM DEFECTIVE PERFORMANCE

1. The Seller provides the Buyer with a guarantee for the quality of the Goods by which the Seller undertakes that the Goods will conform to the agreed specifications and will be free of defects of the material, workmanship and manufacture. This quality guarantee constitutes the Seller's sole guarantee for the quality of the Goods and excludes all other guarantees, express or implied, statutory guarantees or otherwise, including any implied guarantee of merchantability, quality or fitness for a particular purpose. The period of the Goods quality guarantee is 12 months and starts running from handing over the Goods to the Buyer.
2. The parties agree that the Seller's obligation resulting from defective performance and the guarantee is the Seller's obligation to remove notified defects of the Goods free of charge, properly and in time according to the Seller's decision either by a repair or a replacement. The Buyer will ensure at its costs the work access to the Goods, its disassembly and re-installation necessary for the proper repair/replacement. The foregoing is the exclusive definition of the content of the rights resulting from the defective performance and the guarantee by the Seller. A repair or a replacement is the only remedy (claim) for the Buyer for quality and quantity defects and the Buyer waives any claims to exercise any other rights and/or a claim for damages and/or any other compensation for such defects.
3. The Buyer is obliged to give advice on the defects of the Goods resulting from the defective performance and the guarantee and make claims resulting from liability for the defects of the Goods and the guarantee only in a written notification delivered to the Seller that must contain the description of the defect or an indication of how the defect appears. In the written notification the Buyer must also state the number of the order for the Goods concerned and/or the number of the Seller's invoice by which the Goods concerned have been charged to the Buyer. If the Buyer's notification does not contain the above-mentioned elements and/or is not made in writing, it is neither a proper notification of defects nor proper exercising of the rights resulting from the liability for defects and the guarantee.
4. In case the Buyer notifies the Seller of defects of the Goods and no claimed defects for which the Seller would be liable, have been detected in the Goods, the Buyer will compensate the Seller for all the costs incurred in connection with such notification and the inspection of the Goods.
5. The Buyer has no right resulting from the guarantee if the defect has been caused by an external event after handing over the Goods. The Buyer has no right resulting from the guarantee and the guarantee does not apply to the defects of the Goods caused after the Goods handover by an unauthorized intervention by the Buyer or a third party and defects of the Goods that cannot be proved to have been caused by the use of defective material, wrong construction or incomplete processing by the Seller; thus the guarantee does not cover defects of the Goods caused by including but not limited to:
 - adequate wear and tear;
 - incorrect maintenance;
 - unauthorized use;
 - neglect of routine maintenance and care;
 - use of the Goods in the conditions the parameters of which do not correspond to the environment for which they are intended;
 - natural elements;
 - non-compliance with operating regulations;
 - excessive stress;
 - use of unsuitable operating means;
 - chemical and electrolytic influences;
 - use of the material supplied by the Buyer;

- assembly work of the persons other than the Seller;
 - transport of the Goods carried out by a person other than negotiated by the Seller; and
- The initial adjustment of the Goods - the belt - is not a subject of the guarantee.
Without prior written consent of the Seller, the Buyer may not repair a defect of the Goods by itself or arrange a third person to carry out such a repair.
6. The liability for defects does not apply to and the Buyer is not entitled to exercise the right resulting from the defects of the Goods for the Goods being sold for a lower price for the defect for which the lower price was negotiated.
 7. In connection with its obligations resulting from the defective performance and the guarantee, the Seller is not obliged to remove the defects of the Goods free of charge at a place other than in its establishment.
 8. The Buyer is obliged to check the completeness and correctness of the Goods delivery without any delay after the delivery has been handed over; the Buyer is obliged to check the properties of the Goods and their quantity. The Buyer is obliged to highlight the defects of the Goods detectable in the inspection in the delivery note.
In the case that the Buyer breaches the above-mentioned obligations set in this paragraph, it loses the right to file claims resulting from an apparent defect of the Goods. In all other respects, the periods for raising the claims resulting from the liability for defects and consequences of their lapse to no effect are governed by the respective provisions of Act No. 89/2012 Sb., the Civil Code. The Buyer is obliged to notify (it means to deliver a notice of a defect) the Seller of the defects covered by the guarantee without undue delay after it has had an opportunity to inspect the Goods and discover the defect, however, not later than by the deadline for complaints determined by the duration of the guarantee period given in paragraph 1 above provided that after its expiry the Buyer may not make any claim resulting from the guarantee, or to claim a defect covered by the guarantee.
 9. The Seller is not obliged to start removing defects of the Goods/resulting from the guarantee or to remove them if the Buyer is in delay with the payment of the financial obligations resulting from the Contract and/or from any other relation between the Seller and the Buyer resulting from obligations.
 10. The Buyer is not entitled to deny the fulfilment of any obligation towards the Seller for the reason that the Goods have defects. Application of the provision of s. 2108 CC is excluded by the contracting parties.

IX. ASSEMBLY

Buyer's Cooperation

1. If the Buyer and the Seller have agreed on the Goods assembly by the Seller, the Buyer is obliged to ensure at its own expense that the Seller's employees can commence the assembly immediately upon arrival at the agreed place of performance and carry out the assembly work during as well as out of the Buyer's working hours. The Buyer is obliged to provide the Seller with the necessary assistance in order to carry out the assembly properly.
2. The Buyer is obliged to ensure the fulfilment of, including but not limited to, the following conditions free of charge and at its costs:
 - a) the Buyer will ensure the timely granting and sufficient validity of all the necessary visas, work permits and other permits necessary for the Seller's employees, as well as permission for bringing in and out tools, equipment, measuring and testing instruments and materials;

- b) the Buyer will carry out the preparatory works professionally based on the documents provided by the Seller and will generally ensure that the place for carrying out the assembly is professionally prepared and that the Seller's employees are allowed to carry out the assembly at the place;
 - c) Prior to commencing the assembly, the Buyer is obliged to inform the Seller in writing about all its security and other regulations that the Seller's employees are obliged to observe during the assembly. For the entire period of the assembly, the Buyer is obliged to provide the Seller's employees with a healthy and safe working environment and will allow them to use its sanitary facilities;
 - d) the Buyer will ensure that the transport and access roads to the place of the assembly are in usable condition and that access to the place of the assembly is allowed to the Seller;
 - e) the Buyer will ensure that for the entire period of the assembly the treatment in case of an injury is available to the Seller's employees
 - f) the Buyer is obliged to supply electricity (including appropriate connection to the place of the assembly), heating, lighting, water, and other media necessary for the execution of the assembly at its costs.
3. Auxiliary means provided by the Buyer will be returned to the Buyer after the completion of the assembly. In case of an absence of appropriate instructions for returning, the auxiliary means will remain at the place of the assembly at the Buyer's disposal at its own risk.

Completion of the Assembly and the Duration of the Assembly

4. The assembly is carried out properly even if it is carried out with minor defects and outstanding works that do not prevent the use of the Goods to which the assembly related for the intended purpose. This is without prejudice to the Seller's obligation to remove minor defects and outstanding works according to paragraph 22 of this Article.
5. The assembly is completed when the capability of the Goods to which the assembly related to serve its purpose is demonstrated. The Buyer takes over the assembly with or without reservations (reservations must be recorded in the Assembly Report).
6. In the case of the assembly of the Goods by the Seller, the Buyer is not entitled to commence the use/operation of the Goods or its part prior to signing the Assembly Report by the Buyer and the Seller. If the Buyer does so without the written consent of the Seller, the assembly is thereby taken over by the Buyer and duly executed.

Buyer's Delay

7. If it becomes evident that the Buyer will not be able to meet its obligations in a timely manner, including the obligations referred to in paragraphs 1 and 2 of this Article, the Buyer will notify the Seller of this fact in writing without delay stating the reasons and the expected time of remedy. In such a case, the Seller is entitled to proceed in accordance with paragraphs 9 to 12 of this Article.
8. In the case of the Buyer's delay in fulfilling its obligation under paragraph 1 of this Article and/or in providing the cooperation required by the Seller under paragraph 2 of this Article and/or if, for other reasons in the Seller's view, the safety or health of the Seller's workers during the assembly is not ensured, the Seller is entitled to suspend the assembly and/or reject to carry out the assembly and order the return of its workers and/or, if appropriate, to remove the defective condition by itself or by a third person at the expense of the Buyer. In such a case the Seller must proceed reasonably and adequately. The duration of the assembly is extended at least by the period of the Buyer's delay unless a longer period is objectively necessary due to the

demobilization and re-mobilization of the production sources and inputs on the part of the Seller related to the suspension and recommencement of the performance by the Seller where in such a case the duration of the assembly is extended also by the time necessary for the demobilization and re-mobilization of the production sources and inputs on the part of the Seller related to the suspension and recommencement of the performance by the Seller. This is without prejudice to the Buyer's obligation to compensate the damage and injury caused in connection with breaching its obligation.

9. If the Buyer fails to remedy a breach of its obligations within a reasonable additional period provided by the Seller, the Seller is entitled to withdraw from the Contract in the part concerning the assembly of the Goods.
10. The Seller is entitled to terminate the assembly and/or withdraw from the Contract in whole or in part if the Buyer has been found bankrupt or if an insolvency petition against the Buyer has been dismissed due to a lack of the Buyer's property or the Buyer puts itself into liquidation. After the Buyer has been adjudicated bankrupt, this Seller's right to withdraw from the Contract lasts also for the period during which an insolvency administrator may declare that it is going to fulfil the Contract.
11. In the cases specified in paragraphs 7 to 10 of this Article, the Buyer is obliged to pay to the Seller the price of the assembly and all the costs incurred by the Seller in relation thereto.

Seller's Delay

12. The Seller's delay with completion of the assembly entitles the Buyer to apply contractual penalties against the Seller for the period from the date of the agreed completion date of the assembly of the Goods.
13. The contractual penalty is agreed in the amount of 0.5% of the price of the assembly excluding VAT for each day of the delay, however, not exceeding the amount corresponding to 20% of the price of the assembly negotiated in the respective individual Contract.
14. The provision of s. 2050 CC will be applied so the Buyer is not entitled to damages resulting from breaching the obligation to which the contractual penalty relates.

WORKING HOURS

15. The period for the execution of the assembly is hereinafter referred to as "the Working Hours".
16. The time spent on a journey is considered to be:
 - a) the time needed to move employees from the Seller's seat to the place of the execution of the assembly and the time needed to move from the place of lodging used by the Seller's employees during the execution of the assembly to the place of the assembly execution and the time needed to move back to such places from the place of the execution of the assembly;
 - b) the time involved in dealing with the official formalities necessary for entering the place of the execution of the assembly;
17. The Buyer confirms the spent Working Hours of the Seller's employees in the Assembly Report. If the Buyer or the Buyer's responsible personnel fail to confirm the Assembly Report within 5 working days from the completion of the assembly, the records of the Seller's employees will be used as a base for invoicing.

Defective Performance and Guarantee for the Quality

18. The Seller provides the Buyer with a guarantee for the quality of the Goods assembly by which the Seller undertakes that the Goods assembly will conform to the agreed specifications. This quality guarantee constitutes the Seller's sole guarantee for the quality of the Goods assembly and

excludes all other guarantees, express or implied, statutory guarantees or otherwise, including any implied guarantee of merchantability, fitness quality or fitness for a particular purpose. The period of the Goods assembly quality guarantee is 12 months and starts running by handing over the assembly of the Goods.

19. The contracting parties agree that the Seller's obligation resulting from the defective performance of the Goods assembly and the guarantee for the Goods assembly quality is the obligation to remove the notified defects of the Goods assembly free of charge, properly and in time according to the Seller's decision either by a repair or a replacement. The Buyer will provide at its expense the work access needed to proper removal of the defects of the Goods assembly. The Buyer acknowledges that the guarantee under this Article applies only to the quality of the assembly not to other defects that may appear on the subject of the purchase. The foregoing is the exclusive definition of the content of the rights resulting from the defective performance and the quality guarantee regarding the Goods assembly by the Seller. A repair or a replacement is the only remedy (claim) for the Customer¹ for quality and quantity defects of the Goods assembly and the Customer¹ waives any claims to exercise any other rights and/or a claim for damages and/or any other compensation for such defects.

The Buyer is entitled to make claims resulting from liability for the defects and from the guarantee only in a written notification delivered to the Seller that must contain the description of the defect, or an indication of how the defect appears. In the written notification the Buyer must also state the number of the order for the assembly concerned and/or the number of the invoice by which the assembly concerned has been charged to the Buyer. If the Buyer's notification does not contain the above-mentioned elements and/or is not made in writing, it is neither a proper notification of defects nor proper exercising of the rights resulting from the liability for defects and guarantee. The periods for raising the claims resulting from the liability for defects of the Goods assembly and consequences of their lapse to no effect are governed by the respective provisions of Act No. 89/2012 Sb., the Civil Code. The Buyer is obliged to notify (it means to deliver a notice of a defect) the Seller of the defects of the assembly of the Goods covered by the guarantee without undue delay after it has had an opportunity to inspect the Goods and discover the defect, however, not later than by the deadline for complaints determined by the duration of the guarantee period given in paragraph 1 above provided that after its expiry the Buyer may not make any claim resulting from the guarantee, or to claim a defect covered by the guarantee.

20. In case the Buyer notifies the Seller of defects of the assembly and no (claimed) defects for which the Seller would be liable, have been detected in the assembly, the Buyer will compensate the Seller for all the costs incurred in connection with such notification and the inspection of the assembly.
21. The Buyer has no right resulting from the guarantee for the quality of the assembly if the defect has been caused by an external event after handing over the assembly by the Seller. The Buyer has no right resulting from the guarantee and the guarantee does not apply to the defects in the assembly caused by an unauthorized intervention by the Buyer or a third party and defects in the assembly that cannot be proved to have been caused by the use of defective material, wrong construction or incomplete processing by the Buyer; thus the guarantee for the quality of the assembly does not cover defects caused by including but not limited to:
- adequate wear and tear;
 - incorrect maintenance;
 - unauthorized use;
 - neglect of routine maintenance and care;

¹ Pozn. překl.: V originálním textu je použitý výraz „Objednatel“.

- non-compliance with operating regulations;
 - excessive stress;
 - use of unsuitable operating means;
 - use in the conditions the parameters of which do not correspond to the environment for which they are intended;
 - natural elements;
 - chemical and electrolytic influences;
 - use of the material supplied by the Buyer;
 - assembly work of the persons other than the Seller; and
22. In connection with its obligations resulting from the defective performance and the guarantee, the Seller is not obliged to remove the defects of the assembly free of charge at a place other than specified for carrying out the assembly of the Goods.
23. The Seller is not obliged to start removing defects of the assembly/resulting from the guarantee or to remove them if the Buyer is in delay with the payment of the financial obligations resulting from the Contract and/or from any other relation between the Seller and the Buyer resulting from obligations.
24. The Buyer is not entitled to deny the fulfilment of any obligation towards the Seller for the reason that the assembly of the Goods has defects.

Damages Relating to the Assembly of the Goods

25. The Buyer is liable for the damage caused by the unfitness of the material, tools, spare parts or auxiliaries provided by the Buyer to the Seller to carry out the assembly and despite notification by the Seller of their unfitness for the assembly the Buyer insisted on their use.
26. The Seller is not liable for any indirect and consequential damage resulting from a breach of an obligation in connection with the Contract and/or with the assembly. Indirect and consequential damage include but are not limited to the loss of earnings, energy losses, costs associated with the impossibility of using a thing, costs of provision of alternative energy supplies, costs of capital, damage resulting from the late completion of the assembly, a failure to reach the full compliance of the assembly with the Contract, a failure to reach the guarantee parameters of the assembly, etc.
27. The total aggregate liability of the Seller for damages in connection with any breach of one or more Seller's obligations in connection with the assembly shall in no case exceed the maximum amount of 30% of the total price of the assembly without VAT of the particular Contract.
28. None of the above limitations of total damages applies to the damage caused intentionally or due to gross negligence.

X. FORCE MAJEURE

1. Both contracting parties are entitled to suspend the performance of their obligations under the Contract for the period of the occurrence of circumstances of Force Majeure. Force Majeure means events or circumstances that do not exist on the date of the Contract conclusion, are beyond the reasonable control of the party affected by an event of Force Majeure, and are not caused by a fault, negligence or a breach of the Contract by that party and cannot reasonably be avoided, including:
- (i) acts or restraints by governments or public authorities;
 - (ii) wars, revolutions, revolts (riots) or civil commotion;
 - (iii) strikes, lock-outs or other industrial actions;
 - (iv) blockage or embargo;

- (v) damage caused by an explosion, fire, corrosion, ionising radiation, radioactive contamination, flood, natural disaster, epidemic, pandemic, or malicious act;
 - (vi) raw material shortages; and
 - (vii) any such circumstances affecting any entity directly or indirectly, controlling, controlled or under the common control with the Contractor² or its suppliers.
2. Force Majeure excludes the right to apply contractual penalties to the party affected by an event of Force Majeure.
 3. The party claiming Force Majeure will immediately notify the other party of this fact in writing and take all reasonable steps to mitigate the consequences of a failure to fulfil the contractual obligations.
 4. In case an event of Force Majeure lasts for more than three months, both parties are entitled to withdraw from the Contract.
 5. The above paragraphs 1 to 4 of this Article will not apply in case the Buyer is obliged to pay any monetary obligation to the Seller.

XI. DAMAGES RELATING TO THE SALE OF THE GOODS

1. The Seller is not liable for any indirect and consequential damage resulting from a breach of an obligation in connection with the Contract. Indirect and consequential damage include but are not limited to the loss of earnings, energy losses, costs associated with the impossibility of using a thing, costs of provision of alternative energy supplies, costs of capital, damage resulting from the late delivery of the Goods, a failure to reach the full compliance of the Goods with the Contract, a failure to reach the guarantee parameters of the Goods, etc.
2. The total aggregate liability of the Seller for damages in connection with any breach of one or more Seller's obligations in connection with the Contract (with the exception of the damage in connection with the assembly which is dealt with in Article IX, paragraphs 26 to 29....) shall in no case exceed the maximum amount of 30% of the total price of the Goods without VAT of the particular Contract.
3. None of the above limitations of total damages applies to the damage caused intentionally or due to gross negligence.
4. The Buyer will indemnify and hold the Seller harmless against any and all claims, costs and expenses of whatever nature which may arise under the principles (rules) of the product liability or otherwise, in connection with the installation (assembly) or use of the Goods.

XII. GOVERNING LAW AND JURISDICTION

1. The individual Contracts, as well as all legal relations thereunder as well as all the legal relations related to the assembly of the Goods and all the legal relations related thereto, shall be assessed and resolved under the Czech law, in particular, according to the relevant provisions of Act no. 89/2012 Sb., the Civil Code of the Czech Republic, as amended. The contracting parties exclude the application of the UN Convention on Contracts for the International Sale of Goods to the Contracts as well as any other purchase or other agreements between them.
In case some issues not regulated by the Contract will require determining a subsidiary legal status, such issues will be assessed and resolved according to Czech law unless the imperative norms imply otherwise.

² Pozn. překl.: V originálním textu je použitý výraz „Zhotovitel“.

2. The contracting parties also agree that if the Contract is concluded in more than one language, the Czech language version will prevail in interpreting the rights and obligations arising from the Contract, and the terms contained therein will be interpreted according to the meaning given to them by the Czech law and Czech legal practice.
3. In the settlement of all disputes between the contracting parties in property matters arising from or related to the individual Contracts, the jurisdiction is given to the Czech courts. The forum is the general court of the Seller.
4. No international custom will apply to the rights and obligations arising from or in connection with the individual contracts unless expressly agreed to by the contracting parties in writing.

XIII.

1. Unless the Seller expressly agrees in writing otherwise, it is conclusively presumed that all the intellectual property rights in or arising from or in connection with the Goods or the assembly of the Goods are owned by the Seller.
"Intellectual Property Rights" means patents, rights to apply for patents, rights to inventions, copyrights and all the applications for and registration of them, trademarks, trade names, business names, service marks and domain names, rights in get-up, goodwill, schemes, industrial models, inventions, know-how, trade secrets, background and foreground rights, computer software programs and the right to sue for unauthorized use, rights in designs, database rights, rights to use and protect the confidentiality of confidential information, and all other intangible protected information in each case whether registered, patentable or protected (protectable), including all the applications and rights to apply for and granting them, to apply for renewals or extensions, rights to claim priority of such rights and all similar or equivalent rights or forms of protection which subsist now or will subsist in the future in any part of the world.
2. The Buyer represents and warrants (is responsible for) that it is familiar with and will comply with all the applicable laws and regulations regarding the use, misuse (diversion), trade, export or re-export of the Goods (including the assembly of the Goods and including all the items and products provided by the Seller thereunder or in connection therewith) and that it will not resell or redirect the products to any place of performance other than the place of performance specified in the Contract unless otherwise agreed in writing with the Seller.
If the Buyer becomes aware of any possible unauthorised resale or misuse (diversion), it shall notify the Seller without any delay.
3. The Seller and the Buyer are obliged to fulfil the Contract and the obligations arising thereunder in compliance with all the applicable laws, including those concerning corruption, money-laundering, the payment of bribes, tax evasion, export control and economic sanctions. The Buyer and the Seller are obliged to keep records set by the applicable legislation or recommended as good practice, and upon a request, they will make them available for inspection by the relevant authorities.
The Buyer will ensure that as a result of, or in connection with the Contract: (i) no products (especially the Goods), services or technology will be provided to an end-user in breach of any applicable economic sanctions; and (ii) no persons or entities included in the official sanctions list are involved in or could benefit from the Contract.

XIV. OTHER PROVISIONS

1. Application of Section 558 (2), Section 1740 (3), Section 1757 (2) (3), Section 1799, Section 1800, Section 1950, Section 1978 (2), Section 2173 and Section 2630 of the Civil Code is excluded in connection with the Contract.
2. The limitation period for claiming damages is one year.
3. The Buyer is not entitled to make any unilateral set-off to cover its obligations under the Contract or other titles, or otherwise reduce such payments towards the Seller.
4. Neither contracting party is in a position of a weaker party towards the other contracting party.
5. The Buyer is not entitled to assign any claim against the Seller to a third party without the prior written consent of the Seller.
6. In the case of assignment of the Contract or a part thereof to a third party, the consent of the assigned party must be in writing.
7. The obligations resulting from the Contract are binding for legal successors of the contracting parties.

XV. FINAL PROVISION

These GTC together with the document to which they are annexed, and appendices thereof constitute the complete contract.

Jihlava, on 24.11.2022

Ammeraal Beltech, s.r.o.