

## General Terms and Conditions STAVOKLIMA s.r.o. company

### 1. Preamble

These General Terms and Conditions (hereinafter referred to as the "Conditions") create an integral part of all contracts for the sale of goods (generally referred to as the Sale of goods) concluded between the company STAVOKLIMA s.r.o. (hereinafter referred to as the "Seller" or the "Contractor") and its customers (hereinafter referred to as the "Buyer") and refer to all deliveries of goods (also referred to as "Products"), unless explicitly agreed otherwise. Regardless of any discrepancies and disputes with the terms and conditions stated in the order of the Buyer, their order will be accepted in accordance with the prices and Conditions stipulated and defined hereinafter. A copy of these General Terms and Conditions shall be attached to each contract of sale or confirmed in the order (which approves the conclusion of the contract of sale); in the case of a Buyer from the Czech Republic then this shall be attached in the Czech language and in the case of all other Buyers this shall be attached in either the German or English language.

### 2. Conditions for delivery of goods

The Seller shall deliver the products to the Buyer at any time during the delivery term specified in the purchase contract. The place of delivery is the seller's site, and the delivery shall take place at the moment when the Buyer may handle the products on that site. The product damage risk passes on the Buyer according to § 2121 of the Civil Code.

Should the parties have agreed the products should be delivered to the Buyer via a carrier, the Seller shall meet its liability to deliver the products upon delivery of the same to the first carrier for transport to the Buyer. The Seller provides the transport of the products in its own discretion, usually with an express delivery service with the 24 hours delivery deadline, however, always at the expenses of the Buyer, unless agreed otherwise. The product damage risks pass on the Buyer, when a carrier is used for transport, at the moment of handing over the same to the carrier for transport to the Buyer.

The Seller will advise (for example, by phone) the sending of the goods to the delivery location, stating the proposed date of dispatch, date of delivery and the delivery address. The Buyer is to check the advised information. In the case of any doubt, or eventually any fault, the Buyer must agree further procedures with the Seller. After dispatch of the goods the Seller will send by fax for the attention of the lessee, a copy of the carriage document or information concerning the document number and contents. The Buyer shall organize the handover of the shipment at the delivery address according to the indication stated in the carriage document, e.g. they will ensure that there will be the necessary staff and technical equipment for the unloading of the goods at the time stated in the shipment advice. Eventual costs arising from the non-interaction of the Buyer shall be borne by the Buyer. The Buyer shall take over the supplied products. The Buyer shall have no right to refuse the take over of the products due to defects of or damage to transport packaging of the goods or packaging of the products. Upon receipt of the consignment the Buyer shall check completeness of the consignment in the presence of the driver (carrier) according to the consignment note and condition of the consignment, i.e. to check any possible damage incurred during the transport. Should any defect be found, a complaint record shall be made to the consignment note in the presence of the driver (carrier). The Buyer shall then immediately inform the Seller for the next steps. Making of the record in the consignment note and confirmation thereof by the driver (carrier) is a pre-condition for lodging a claim related to the number of pieces (packaging), or damage during the transport. The Buyer shall have no right to refuse the take over for his unavailability of personnel, time, or other resources to inspect the products upon take over.

In the case of advance payment, the goods will be dispatched only after the payment of the full purchase price. The Buyer is obliged to insure (co-insure) the expedited goods against possible damage during the shipment, if the Buyer will organize the transport.

### 3. Packaging and returnable containers

If the goods are unloaded by the Buyer themselves, then they will have the basic packaging, to the extent as stated in the order. If the transport of the goods is organized by the Seller, then they will have the standard packaging including non-returnable non-standard pallets or EURO-pallets, plastic sheeting and belt fastening. Selected separate components will be packed in cardboard boxes, or in the required event, plastic sheets and carboard protection.

### 4. Delivery date

The delivery date will be agreed in the contract of sale (or in the confirmed order or the shipment or a similar document) and commences from the date the contract or a similar document was signed by both contracting parties. In the case of payment according to Art. 8, letter a) of these Conditions, the goods will be dispatched only after the full payment, i.e. the sum is credited to the account of the Seller. The prerequisite for delivering the goods within the delivery term is the execution of the advance payment on the due date the latest. Should the payment be executed later, the term of delivery is prolonged by the number of days of such delay with the payment. Should the purchase price not be paid by the end of the delivery term, the Seller is entitled to withdraw from the contract. Should the Buyer make the delivery impossible as a consequence of non-compliance with the terms of the contract by not paying the advance payment, the delivery term is deemed to be fulfilled by the Seller as the last day of the delivery term that the goods were ready for shipment or take-over at the delivery location and this was known to the Buyer due to the information sent by the Seller.

### 5. Technical documents

All technical data – such as types, pictures, drawings, dimensions, weight, prices, etc., that the Buyer has obtained before entering into the contract of sale, shall be binding for both contracting parties only if explicitly stated in the contract as such.

All technical, planning, service, fitting, price, promotion and all other similar documents of the Seller, including all test and measurement records prepared by the Seller are subject to copyright and intellectual property rights. These documents may be copied only with the consent of the Seller. Production drawings, aerodynamic, thermodynamic and technical computations will not be submitted to the Buyer.

### 6. Title of possession for the goods

The Buyer will acquire the title of possession for the goods after full payment of the agreed purchase price. Should the Buyer have any obligations towards the Seller from previous contractual relationships, the prerequisite for the transfer of the title for the goods under the contract of sale in question is the correct settlement of all such previous financial claims.

### 7. Ban on the further sale of goods

Without the explicit consent of the Seller, the Buyer is not obliged to sell (or export) the goods purchased under this contract of sale to any third party, with the exception of deliveries that form part of a more complex delivery, for example, a delivery for a general contractor. In the case of breach of this agreement the Buyer shall be liable to pay compensation to the Seller. The compensation will also include any commissions that the Seller had to eventually pay to any foreign partners due to the infringement of their exclusivity within the specific territory.

### 8. Payment Terms

The payment terms (especially the manner and date of payment) shall always be agreed by the contracting parties. The payment terms are usually stipulated in the contract of sale or a similar document. All preliminary price bids, leaflets and price lists of the Seller are non-binding, unless expressly stated otherwise. The Seller is not bound under an order unless confirmed by the Seller. Any deal between the Seller and Buyer shall be performed under the following terms of payment:

- Advance payment of 100% of the price of the goods, or
- Payment within 30 days after delivery of the goods, or
- Payment within another agreed due date

The basis for the payment of the purchase price is the invoice (tax document) issued by the Seller. The basis for the payment of the purchase price before the dispatching of goods is the advance payment confirmation. The Seller will invoice the agreed price for each part delivery, while the due date for invoicing is considered as the date of delivery.

### 9. Reduction from the price

The confirmed order or the concluded contract shall contain the price including all reductions, e.g. the net price. The Buyer shall not be entitled to or claim any reductions from the price after the order is confirmed or the contract concluded.

### 10. Scope of guarantees

The Seller assumes the guarantee for the product quality. The warranty period is 24 months. The warranty commences the day the product was delivered to the Buyer. The warranty period will be extended by the time that the Buyer could not use the product because of a found defect.

The warranty is applicable to all products and equipment that will show any material defects, functional defects or defects caused in the production. The warranty does not apply to defects caused by being part of a faulty project, incorrect fitting, manipulation, connection or operation, improper storage or transport, improper protection of the electric circuit, non-compliance with the required voltage, unqualified or inadequate intervention, alteration or disassembling, unsuitable use or by extreme operating conditions, natural disaster, forcible damage, neglected maintenance and any other operation and use of the product by the Buyer

in variance with the conditions of use and purpose that the product is intended for. The responsibility for the choice and use of the product for a specific purpose is exclusively borne by the Buyer. The Seller assumes no further obligations and requirements concerning any damage related to a defective item.

The warranty does not apply to defects caused by interference with the product by an unqualified person not expressly authorized by the Seller to do so.

Interfering with the product, shall be understood as any act or manipulation with the product not expressly described in the valid documentation of the Seller as part of the service or fitting activities. The warranty for the quality of the goods is granted solely to the Buyer; it will not, on principle, be granted to any third party.

### 11. Conditions of guarantee

Installation of each product must be carried out according to standard and generally valid practices (or eventually according to specific proceedings approved by the Seller) or according to project documents prepared by a qualified (authorized) planner responsible for the complex design of the entire system in accordance with the requirements of the customer, as well as according to the project documents of the Seller. The final customer (user) can have the delivered elements and equipment fitted (installed) in the correct manner by qualified fitters only. The installation and set-up operation of the products can be performed solely by qualified companies holding the respective authorization according to the valid legal regulations.

Before putting the equipment into operation, the electrical installation must be checked (in the case that the nature of the product requires such checking). The prerequisite for granting the warranty for the products of the Seller is their qualified start-up, e.g. specifically the regulation and ensuring of protection by using the elements and components prescribed or recommended by the Seller. Putting the product into operation must be performed in compliance with the fitting and operation manual or another document describing faultless installation and reliable function. A record of putting the product in operation, listing the performed service works, must be made. The certificate of warranty must contain a legible and indelible written date of the executed fitting and connection, date of examination of the electrical installation, equipment serial number and a note regarding the start-up, in addition to the stamp, name and signature of the persons responsible for the installation, or if need be, for the examination and start-up.

Should any products be subject to specific warranty conditions, these conditions must be stated in the certificate of warranty enclosed with the product.

### 12. Lodging a claim

The Seller is liable for defects in the product, provided the Buyer notifies the Seller in writing, (the notification is to be addressed to the registered office of the Seller) immediately after discovery of the defect, but not later than by the end of the warranty period. In the notification the Buyer must specify the product (name, serial number, etc.) and describe the defect as precisely as possible. When lodging a claim within the warranty period, the Buyer shall submit (send) the certificate of warranty and in some cases the documents witnessing the qualified start-up or periodic maintenance (service records). Based on the description of the defect and eventual advice given by phone, the Seller will decide regarding the problem solution, i.e. whether the defect will be immediately removed or the product is to be disassembled and repaired at the location of the Seller. Until this decision is made, the reclaimed product must not be disassembled.

If the claim concerning the defective product is lodged within time and the product is defective (i.e. the claim has been acknowledged by the Seller as justified), and if the other conditions of the warranty claim are fulfilled, then the Buyer is fundamentally entitled to:

- exchange the defective product for a faultless one or to have the defective product repaired at the premises of the Seller - provided that the defective product will be returned to the Seller complete and at his own expense, or
- purchase a new part (component) from the Seller. Should the lessee, at the same time or subsequently, return the defective part to the Seller, who will examine and acknowledge the claim, then the Buyer shall be entitled to be reimbursed for the amount paid for the defective part.

The Buyer is entitled right to choose whether the reclamation will be solved by way of a) or b). Any other reclamation solution shall only be possible if both parties agree on another manner of procedure.

Should the delivery of a new product or the repair of a defect one according to the judgment of the Seller not be possible, the Seller is entitled to withdraw from the contract of sale. In this case the parties shall settle as defined by the law. The Seller shall neither bear the costs related to the dismantling of the defective product or component and return for replacement or repair, nor the costs of the repeated fitting of the newly delivered product or component.

The dismantling or removal of the defective component can be executed only by a qualified person with the relevant authorization. The Seller shall not bear any responsibility for a defective product caused by unqualified interference with the product (see Art. 10 of these Conditions).

### 13. General agreement

Any variation from these Conditions, or amendments, shall be valid only when agreed in writing and signed by both contracting parties. Any eventual variant agreement to the specific Contract of sale or similar document shall have precedence to these Conditions. Upon conclusion of this purchase contract, any and all prior arrangements related to the subject of this Contract shall become legally ineffective and void. The purchase conditions of the Buyer differing from the stipulations of these Conditions shall not be binding for the Seller, even if the Seller did not expressly reject them.

### 14. Contractual negotiations

When negotiating matters of the contract of sale by mail, e-mail or fax the Seller shall be bound by the draft contract for 5 days from the date it was sent to the Buyer. The contract will become valid on the day the Seller received the written approval (the signed text of the draft contract) of the Buyer. Should the draft contract be accepted by the Buyer after the mentioned period, the contract will be concluded only when the Seller will immediately inform the Buyer (either in writing or verbally) that the Seller will accept the delayed acceptance of the draft contract and that the contract is concluded. If the Buyer makes any changes in the contract, or draft appendices to the contract, such draft contract shall be deemed as a new draft contract and can be concluded only after the Seller has expressed written approval.

### 15. Final stipulations

Relations between the contracting parties not expressly regulated in these Conditions shall be governed specifically by the stipulations of the Commercial Code and other relevant legal regulations of the Czech Republic. All disputes arising from this Contract, and in relation to it, that the parties will not succeed to solve between themselves, shall be arbitrated by the court of the Czech Republic and according to Czech law.