



General business terms and conditions

1. Introduction

These General business terms and conditions (hereinafter also referred to as “Terms and Conditions”) are an integral part of all product sale contracts (usually purchase contracts) concluded by and between STAVOKLIMA s. r. o. (hereinafter referred to as “Seller” or “Supplier”) and customers (hereinafter referred to as “Buyer” or “Customer”), and apply to all deliveries of the goods (hereinafter also referred to as “Product”), unless agreed otherwise. Regardless disputes and non-conformities with the terms specified in the Buyer’s purchase orders, a purchase order shall be accepted in line with the prices and terms specified and explained herein. Contents/wording of the Terms and Conditions is available from www.stavoklima.cz in Czech, and also in English and German for other Buyers.

2. Terms and conditions for delivery of the products

The Seller shall deliver the products to the Buyer at any time during the delivery term specified in the purchase contract, i.e., the Buyer shall accept the Products even earlier than the last day of the delivery term upon appeal by the Seller. 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 shall 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, however, always at the expenses of the Buyer, unless agreed otherwise. The product damage risks passes 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 shall give notice (e.g., by phone) of delivery of the Products to the place of delivery with indication of estimated shipping date, date of delivery, and shipping address. The Buyer shall check the notice and discuss further steps in case of ambiguousness or error. The Buyer shall arrange acceptance of the parcel on the place of delivery according to shipment documents on the day of delivery, i.e., shall arrange staff and equipment needed for unloading on the place of delivery within one hour specified in the notice. The Buyer shall also bear any other expenses of repeated delivery due to lack of Buyer’s cooperation.

The Buyer shall accept the delivered Products. The Buyer shall not refuse acceptance of the Products due to damage to transporting packaging of the Products or of the Product packaging. 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. Buyer shall not refuse acceptance of the Products because of its lack of staff, time, or other capacities to check the Products upon acceptance.

In case of an advance payment, the Products are shipped only after full purchase price is paid. The Buyer shall arrange insurance (additional insurance) for the delivered Products for case of the Product damage during transport in case it arranges transport itself.



3. Packing and returnable containers

In case of personal receipt, the Products are packed in basic packaging or stored freely, if explicitly specified in the Buyer's purchase order. In case the transport is provided by the Seller, the products shall be packed as standard on non-returnable atypical or EURO pallets, taped and in plastic film. Individual selected components shall be packed in cardboard boxes, or plastic film with cardboard protection, if applicable.

4. Delivery time

The delivery time agreed in the purchase contract (or on the confirmed purchase order or shipping or similar document) starts from the date of signing the purchase contract or similar document by both parties. In case of payment as specified in clause 8, paragraph a) of these Terms and Conditions, the Products shall be dispatched only upon payment of full advance payment, i.e., upon crediting the amount to a bank account. A condition for compliance with the agreed delivery time of the Products is payment of the advance payment not later than on the advance maturity date to the Seller's bank account. Should the payment be made later, the delivery time shall normally be extended by the number of working days by which the payment was delayed. However, the extension of the delivery time may be longer with respect to current production capacities. Should the Buyer pay no advance payment by the end of the delivery time, the Seller may withdraw from the Contract. Should the Buyer prevent the Seller, contrary to the terms of the contract, from performance of delivery of the Products, e.g., by making no advance payment, the Seller shall keep the delivery time, if the Products were ready for dispatch or delivery on the place of delivery on its last day at the latest and the Seller informed the Buyer thereof at the same time.

5. Technical documents

All documents, e.g., specimens, depictions, drawings, dimension and weight data, prices, and more available to the Buyer prior to entering into the purchase contract shall be binding upon the parties only if specified explicitly as binding in the purchase contract.

The Seller reserves ownership title and copyright to all technical, design, service, assembly, price, promotion, and similar documents of the Seller, as well as to test and measurement protocols created by the Seller. These documents may be copied upon consent of the Seller only. Production drawings, aerodynamic, thermodynamic and technical calculations shall not be submitted to the Buyer.

6. Ownership title to the Products

The Buyer becomes owner of the Products upon payment of the agreed purchase price in full. Should the Buyer have financial liabilities towards the Seller from prior contractual relationships, the condition for transfer of the ownership title to the Products under the purchase contract is proper settlement of all prior financial liabilities.

7. No resale

The Buyer shall not, unless explicitly authorized by the Seller, sell (or export) the Products purchased based on the purchase contract to any third party. Exceptions may include e.g., supplies as a sub-contractor for a general contractor. In the event of a breach of this obligation, the Buyer shall indemnify the Seller, which indemnity may include a commission paid by the Seller to its foreign partners for breach of their exclusivity in a territory.



8. Payment conditions

Payment terms (in particular the method and term) are always agreed by the parties to a particular contractual relationship. They are usually specified in the purchase contract or a similar document. All preliminary quotations, prospects, and price lists of the Seller are not binding, unless specified therein otherwise. No purchase order is binding on the Seller unless confirmed in writing.

A deal between the Seller and Buyer takes place under the following payment terms and conditions:

- a) advance payment in the amount of purchase price, or
- b) payment within 30 days of delivery of the Products, or
- c) payment with an agreed different maturity date.

A document for payment of the purchase price is an invoice – tax bill issued by the Seller. A proforma invoice is a document for payment of the purchase price prior to delivery of the Products. The Seller shall invoice the agreed purchase price or part thereof upon any partial delivery, wherein taxable supply date is the date of delivery.

9. Price discounts

The confirmation of the purchase order or contract specifies the net price, i.e., the discounted price. The Buyer shall not be entitled to any further discounts upon signing of the confirmed purchase order or purchase contract.

10. Scope of warranties

The Seller accepts product quality warranty. Warranty period is 24 months. The warranty period commences from the day of acceptance of the product by the Buyer. Unless otherwise specified by the Seller, the warranty period shall be extended by the period during which the Buyer was unable to use the Products due to defects in the Products. The warranty period is set to 6 months to spare parts and repairs.

The warranty covers all products and equipment with material, functional or manufacturing defects. The warranty does not cover defects caused by improper design, improper installation, handling, wiring or operation, improper storage or transport, improper electrical protection, failure to maintain the prescribed voltage, improper or unreasonable intervention, modification or dismantling, improper use or extreme operating conditions, acts of God, violent damage, neglect of maintenance, and any other operation or use of the product by the Buyer contrary to the terms of use and purpose for which the Product is intended. The Buyer shall be exclusively responsible for selection and use of the Product for intended purpose. The Seller does not accept any other than specified liability or other claims for compensation in respect of defects in the Product.

The warranty also does not cover defects caused by tampering with the products by an unauthorized person who has not been expressly authorized to do so by the Seller.

Tampering refers to any action or handling of the product that is not explicitly described in the Seller's valid documentation as part of a service or installation activity. Under the conditions



specified above, the quality warranty is provided to the Buyer only; on principle, it does not apply to any titles of other (third) parties.

11. Warranty terms and conditions

The installation of each product must be carried out according to standard and generally applicable procedures (or according to specific procedures approved by the Seller), or on the basis of a project prepared by a qualified (authorized) designer who shall propose a comprehensive solution for the entire system according to operator's requirements and in conformity with the design documents of the Seller. All components and devices may only be delivered to an end customer (user) professionally installed and tested. The installation and commissioning of the Product may only be provided by a professional installation company with the relevant authorizations according to the applicable legislation.

Electrical installation must be inspected prior to the commissioning (if the nature of the Product requires it). A condition for the validity of the warranty for the Seller's Products is professional commissioning of the same, i.e., in particular the adjustment and protection of the equipment using the elements and components recommended or prescribed by the Seller. The commissioning shall follow an assembly and operation manual or other document for perfect installation and reliable function. A record on service tasks must be made of the commissioning of the Product, as well the date of installation and connection in legible and non-erasable way, the date of the electrical inspection, the serial number of the equipment with a record of commissioning, stamp, name and signature of the persons responsible for the installation or inspection and commissioning.

Should specific warranty conditions apply to some Products, these are specified in the purchase contract or confirmation of the purchase order by the Seller (manufacturer) attached to the Product.

12. Warranty claims

The Seller shall be liable for Product defects provided that the Buyer submitted a written notice to the Seller's site on the Product defect immediately upon knowing thereof, not later than by the end of the warranty period. The Buyer shall identify the product (name, serial number and more) in the notice and describe the defects as most accurately as possible. Upon making the warranty claim, the Buyer shall submit (send) evidence of professional commissioning or periodic maintenance of the Product (service records). Based on the description of the defect and any telephone consultation, the Seller shall decide on the method of resolving the warranty claim, i.e., whether it shall be resolved on the place of installation of the product or (after dismantling) at the Seller's site. The Product under the warranty claim may not be demounted until the decision is made.

Should the defect be claimed by the Buyer in time, if the Product is defective (i.e., the defect has been recognized as justified by the Seller) and other warranty conditions have been met, the Buyer is entitled in principle:

- a) to replace the defective product with a perfect one, or to repair of the defective product at the Seller's site – provided that the Buyer returns the defective product at its expenses in full to the Seller, or
- b) to buy a new component (part) from the Seller. Should the Buyer return the defective part at the same time or subsequently to the Seller, who technically tests the same and accepts



the title of the warranty claim, the Buyer shall be entitled to a refund of the price already paid for the part, or

c) to repair of the defective product at the place of installation, if the product is installed in the territory of the Czech Republic.

The above methods of resolving the warranty claim are only possible after the fault has not been resolved using special software (see below). The Seller has the choice among a), b), or c) how to settle the warranty claim. Any other ways for settling the warranty claim are possible upon agreement between the Buyer and the Seller.

Should the Products be supplied with the manufacturer's special troubleshooting software, the Buyer shall use this software and attempt to fix the problem using the procedure described in the software before reporting the warranty claim. Only after no solution to a problem is found in this way, the Buyer shall be entitled to report the warranty claim under the rules specified above.

Should, upon review by the Seller, neither new Product delivery nor repair of the defective Product be possible, the Seller may withdraw from the purchase contract. In this case the parties shall settle as defined by the law.

The Seller shall not be liable for the cost of disassembling the defective Product or part and returning it to its address for replacement or repair, nor for the cost of reassembling the newly delivered product or part.

Disassembly or removal of the defective part may only be carried out by an authorized person with the appropriate competence (authorization). The Seller shall not be liable in any way for any defect in the Product that is caused by unprofessional intervention in the Product (see clause 10 of the Terms and Conditions for more details).

Should the warranty claim be evaluated by the Seller as ineligible (e.g., due to faulty installation, failure to follow instructions in the manual, improper use/operation of the Product, etc.), the Buyer shall pay all costs incurred by the Seller for the ineligible warranty claim.

13. General provisions

Any deviations from these Terms or amendments thereto shall apply only when agreed in writing and signed by both Parties to the Contract. Any variation to the terms of a specific purchase contract or similar document shall prevail over these Terms and Conditions. Conclusion of the purchase contract makes any prior agreements related to the contents thereof legally null and invalid. Any purchase terms and conditions of the Buyer differing from the provisions of these Terms and Conditions are not binding on the Seller even if the Seller does not expressly reject them.

The Seller shall not be liable for damage caused by late delivery of the subject of the purchase, should this breach be caused by force majeure, i.e., circumstances which arose independently of his will and which he could not, with all his efforts, prevent or eliminate. Such circumstances include, under the present Contract, measures by governmental authorities against the spread of infectious diseases and epidemics or pandemics preventing the Seller or its subcontractors from operating properly. In the event of delay by the Seller due to force majeure, the Buyer shall not be entitled to interest for delay, contractual penalties or other sanctions.

14. Contractual negotiations



In “remote” contractual negotiations (i.e., by mail, e-mail, fax), the Seller shall be bound by its proposal for the purchase contract for a period of 5 days from the date of dispatch thereof. The contract comes into existence on the date when the Seller receives the Buyer's written consent (signed text of the proposed contract). Should the contract draft be accepted by the Buyer upon expiration of the deadline, the contract shall come into existence on the condition that the Seller shall immediately inform (either in writing or orally) the Buyer about accepting of delayed contract draft acceptance and coming the contract into existence. Should the Buyer make changes or adds amendments to the contract draft, they shall be regarded as a new draft, and consent of the Seller is the condition for the contract to come into existence.

15. Final provisions

The relations between the Parties to the Contract not expressly regulated herein shall be governed in particular by the provisions of the Civil Code and other relevant legal regulations of the Czech Republic.

Any disputes arising out of or in connection with the present Contract, which cannot be resolved by negotiations between the parties to the Contract, shall be finally determined by the courts of the Czech Republic and under Czech law.