

Business Terms and Conditions (hereinafter referred to as "BTC") of INOX Technology a.s.

1. Subject
 - 1.1 These BTC regulate the contractual conditions of supplies by INOX Technology a.s., having its registered office at: Letni 4933/20 468 001 Jablonec nad Nisou, ID number: 28683510, registered at the Regional Court in Ústí nad Labem, Section B, Insert 2690/KSUL (hereinafter referred to as the "supplier").
 - 1.2 These BTC form an integral part of all contracts concluded between the supplier and the customer, the subject of which is the supply of products, goods or their parts or services (hereinafter jointly referred to as the "supply"). **The contract also means the customer's order confirmed by the supplier.** Together with the contract, these BTC represent the complete agreement between the contracting parties.
 - 1.3 In case of discrepancies between the contract and the provisions of these BTC, the provisions of the contract take precedence over the provisions of these BTC.
 - 1.4 If the supply comprises of the entire equipment, a condition for successful implementation of the supply shall be the delivery / provision of the required number of compliant samples of (final) parts necessary for construction and testing during the manufacture of the supply, as well as the transfer of valid CAD data with drawing (machine) documentation and confirmation of the input parameters of the supply in writing. The purity of the samples provided must coincide with the purity of the series production. If the provided samples are not in accordance with the serial production, the customer is obliged to notify the supplier of this fact.
 - 1.5 The subject of the contract is not the provision of service of the supply, with the exception of the elimination of defects according to the quality guarantee according to these BTC.
2. Contract
 - 2.1. Under the terms and conditions of individual contract, the supplier undertakes to make the supply to the customer and to transfer ownership title to the supply in favor of the customer, and the customer undertakes to take over the supply and pay the agreed price to the supplier for the supply. In addition to the supply, the supplier may also undertake by the contract to make and subsequently deliver the supply, or to provide services, in particular for assembly purposes or operator training.
 - 2.2. The customer's order is considered to be a proposal for concluding a contract. The customer's counter-proposal for the supplier's offer is also considered to be a proposal for concluding a contract. The supplier's offer, or an offer made by advertising, in the catalog or by displaying the supply, is not considered a proposal for concluding a contract. The proposal for concluding a contract must be delivered by the submitting contracting party to the other contracting party. Proper delivery is also considered to be delivery to the e-mail address of the person authorized to act in contractual matters.
 - 2.3. Only persons authorized to act in contractual matters are entitled to change the contract or the specifications of the supply, in writing.
3. Price and payment terms
 - 3.1. The customer is obliged to pay the supplier the price specified in the contract.
 - 3.2. The price shall apply to the work during normal working .00 till 15:30hours, in other cases, the price may be increased according to the supplier's price list. If the price of parts of the supply at the supplier changes, especially if the purchase prices of components increase by more than 5% from the time the offer is made, the supplier is entitled to change the price accordingly.
 - 3.3. Payment of the price will be made by the customer on the basis of invoices issued by the supplier. The price is paid when the relevant amount has been fully credited to the supplier's bank account. The contracting parties agree on the possibility of electronic invoicing.
 - 3.4. The contracting parties expressly agree that the customer is not entitled to withhold any payment of any part of the price due to defects in the supply or other alleged claims of the customer against the supplier.
 - 3.5. The price for the supply, with the exception of the elimination of defects according to the quality guarantee, is governed by the valid price list of the supplier.
- 3.6. During the customer's delay in paying advance invoices, the deadline for realization of the supply does not run. In the event that the customer is more than 30 days late with the payment of the advance or final invoice, the supplier has the right to withdraw from the contract and claim the compensation of all costs incurred in connection with the supply. If the customer is in arrears with the payment of the price, its part or advance payment, the supplier has the right to claim a contractual penalty of 0.05% of the amount due for each day of delay. Payment of the contractual penalty does not affect the right to compensation of damages. The supplier is entitled to unilaterally set off against these costs and contractual penalties the advances already paid by the customer as well as all monetary amounts that the customer has already paid.
4. Supply
 - 4.1. The supplier is obliged to make the supply in the quantity, quality and design specified in the contract. If the quality and design are not explicitly stated in the contract, the supplier is obliged to provide the supply in the usual quality and design.
 - 4.2. The supplier is obliged to deliver to the customer together with the supply only the documentation, certificates and attestations, declarations of conformity and documents that are explicitly stated in the contract.
 - 4.3. The Supplier remains the sole owner of all rights to the intellectual property, software and know-how. The customer is granted a non-exclusive license for use related to the purpose of supply, if the intellectual property, software or know-how is the subject of supply.
 - 4.4. The supplier is obliged to provide the supply according to the agreed technical solution. The supplier will send an e-mail to the customer with the proposal for a technical solution after the conclusion of the contract. The customer is obliged to approve the technical solution within 3 days from sending the proposal by the supplier, unless otherwise stated. During the delay of the customer with the approval of the technical solution, the deadline for realization of the supply does not run. The customer is entitled to approve the technical solution by e-mail delivered to the supplier's representative responsible for technical matters.
 - 4.5. The customer acquires ownership title to the supply at the moment of payment of the full price.
5. Delivery
 - 5.1. If the contract stipulates that tests of the supply are to be carried out and does not specify any other place, these tests will be carried out at the supplier during normal working hours. Unless the contract sets out specific technical requirements, the tests will be performed in accordance with the supplier's usual procedures. The supplier shall inform the customer about the individual tests at least two working days in advance. If the customer does not participate in the test, the tests will be performed without his presence. Execution of any tests above the standard or contractually agreed scope will be resolved by an addendum to the contract.
 - 5.2. If the contract stipulates that pre-acceptance is necessary, it will take place at the place of pre-acceptance according to the contract and, if not stipulated otherwise, at the supplier's plant during normal working hours. Unless the contract sets out specific technical requirements, the pre-acceptance will be carried out in accordance with the supplier's usual procedures. If the customer does not participate in the pre-acceptance, it will be performed without the customer's presence. Execution of any tests above the standard or contractually agreed scope will be resolved by an addendum to the contract.
 - 5.3. A report will be drawn up on the course and results of the tests or pre-acceptance by the persons authorized to act on behalf of the supplier in technical matters. The customer is entitled to include deficiencies or comments in the report. The supplier is obliged to eliminate the deficiencies within the agreed time. In the event that the customer does not participate in the tests or pre-acceptance, although he has been invited to participate, the supplier has the right to draft an appropriate report, which will be signed only by the supplier. By signing the report by the supplier, the tests or pre-acceptance are then considered to have been successfully completed. If the customer attends the tests or pre-acceptance, he is obliged to sign the said report on the spot; if the

- customer does not sign the relevant report on the spot or does not inform the supplier in writing, what serious facts prevent the issuance (signing) of the report, the report in question will be deemed to have been issued and the tests and pre-acceptance have been completed.
- 5.4 Immediately after the supply, the customer is obliged to check the supply, especially in terms of its properties, quantity and obvious defects. If the customer finds deficiencies or defects, he is obliged to immediately, within 7 working days at the latest, notify the supplier in writing stating the deficiencies or defects, with a description, manifestations, photographs, method of detection and information, whether the defect is repeatable.
- 5.5 If the supply includes assembly or the supply consists of assembly work or connection of the supply to be performed by the supplier (installation), the customer is obliged to ensure a safe environment with appropriate environmental conditions (temperature, dust, lighting, etc.) according to applicable laws and technical standards. The customer undertakes to provide the supplier with cooperation at the installation and possible training of operators and maintenance of the supply. In particular, he undertakes to ensure: access to the place of supply, suitable lockable storage facilities, lifting and transport equipment with sufficient capacity, construction readiness and connection to the networks, especially to electricity, by its own forces, including material and at its own expense, or shut down other equipment for the time strictly necessary. The customer is obliged to pay all costs associated with a futile trip or the start of installation work to the supplier.
- 5.6 The supplier undertakes to provide the supply to the place of delivery stipulated in the contract, otherwise to the customer's registered office.
- 5.7 The delivery will take place as follows: (i) if the supply does not include assembly (it is a mere supply), then the handover is an actual act of the supply handover by the supplier; (ii) if the assembly is part of the supply, then the handover will take place at the moment of signing the handover protocol by the customer. In the event that the customer does not allow the handover under these GTC for the reason for which he is responsible, the supplier will be entitled to bill the supply to the customer and the customer will be obliged to pay the supplier a contractual penalty of 1% of the price for each started week of delay. The payment of contractual penalty does not affect any claim for damages in addition to this contractual penalty or storage costs. If the supply is not accepted by the customer due to reasons on his part within thirty days from the agreed delivery date and / or from the time the supplier is ready to make the delivery, the supplier will be entitled to withdraw from the contract. In the event that the customer does not participate in the handover on the agreed day and if the contracting parties do not agree otherwise on the last day of the delivery date according to the contract, the supplier has the right to complete the appropriate handover protocol, which will be signed only by the supplier; by signing the protocol by the supplier, the supply is then considered as duly made. If the customer participates in the handover, he is obliged to sign the handover protocol on the spot; if the customer does not sign the protocol on the spot or does not inform the supplier in writing, what serious facts prevent from signing the protocol, the handover protocol will be deemed to have been signed.
- 5.8 If operator training is included in the supply, it will be performed after the supply is made. A report on the training of operators will be drafted and signed by all trained persons and the supplier's representative. The report is an integral part of the accompanying documentation.
- 5.9 The risk of damage to the supply passes to the customer at the time of delivery to the agreed place and on the date according to the contract, not at the moment of actual handover / acceptance or signing of the handover protocol.
6. Quality guarantee
- 6.1 The supplier provides the customer with a guarantee for quality according to the contract. Unless the contract stipulates otherwise, the warranty period begins to run: (i) if the assembly is not part of the supply, at the time of actual delivery / handover, and (ii) if the assembly is part of the supply, from delivery, for the period of twelve months, unless otherwise stated in the contract. The warranty does not cover replaceable / expendable parts. The warranty for purchased parts is governed by the warranty provided by its supplier. The warranty is valid if (i) all interventions aimed at repairing the supply, with the exception of routine maintenance, are carried out by the supplier, (ii) all instructions for operation and maintenance according to the documentation or operating instructions have been and are followed. The warranty does not apply if the customer or a third party, at the customer's instruction, dismantles the supply or carries out other intervention in the supply during the warranty period without the written consent of the supplier.
- 6.2 If a defect occurs during the warranty period, the customer must immediately provide the supplier with a telephone message supplemented by a written report of the same content about such a defect with its description, its manifestations, photographs of the defect, its detection and information on whether the defect is repeatable. The defect is reported in time if it is notified to the supplier within: (i) twenty-four hours after the discovery of the defect, if the defect may endanger the safe and reliable operation of the supply or if the defect may cause damage to other equipment operated with the supply; or (ii) seven calendar days from the discovery of any other defect, but in no case later than on the last day of the warranty period. Without receiving a written report, the supplier is not obliged to proceed to eliminate the defect. The customer must provide the supplier free of charge with all cooperation necessary for the proper elimination of the defect, in particular access to the place where the supply is located, lifting and transport equipment with sufficient capacity, and shut down the delivery or other equipment for the time necessary to resolve complaints. The supplier undertakes to eliminate the defect within a period of time reasonable for the proper detection and elimination of the defect. After eliminating the defect, the customer is obliged to sign the service report; if the customer does not sign the service report on the spot or does not inform the supplier in writing, what serious facts prevent the issuance (signing) of the report, the service report in question will be deemed to have been issued and the defect removed.
- 7 Price list of services:
- Service intervention on working days:
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| Machine assembly | 850,- Kč /hour |
| Electrical installation | 850,- Kč / hour |
| Construction | 850,- Kč / hour |
| Programming | 1.200,- Kč / hour |
- Service intervention on days off and work. free:
- | | |
|-------------------------|--------------------------------------|
| Mechanical assembly | 1.200,- Kč / hour |
| Electrical installation | 1.200,- Kč / hour |
| Construction | 1.200,- Kč / hour |
| Programming | 1.500,- Kč / hour |
| Transport | 15,- Kč /km vehicle, travel expenses |

In Jablonec nad Nisou 19. 5. 2021