

General Terms of Sale of Phoenix-Zeppelin, spol.s r.o.

1. Basic provisions

- 1.1 These General Terms of Sale (“GTS“) of the Seller apply pursuant to Section 1751 of Act No. 89/2012 Coll., the Civil Code (the “Civil Code“), to the obligation arising in connection with the purchase of goods from Phoenix-Zeppelin, spol. s r.o., Company ID No. (IČO): 18627226, file no. C 2346, maintained by the Municipal Court in Prague (the “Seller“). These GTS may be deviated from solely under a written agreement between the seller and the buyer.
- 1.2 In case of contracts on long-term and repeated performance of the same kind, the Seller is entitled to modify the TTS to a reasonable extent in accordance with Section 1752 Paragraph 1 of the Civil Code. Such a change must be notified to the buyer in writing or by e-mail; in case of disagreement therewith, the buyer is entitled to terminate the purchase contract under the terms of Article 10.1 of the TTS.
- 1.3 All offers made by the Seller prior to the execution of the relevant purchase contract are not binding. The technical data, operating expenses, consumption, weight, dimensions, display, etc, are only approximate, unless expressly confirmed in writing by the Seller.

2. Purchase contract

- 2.1 All terms and conditions of the performance between the Seller and the buyer are set in the purchase contract and in these GTS, unless stipulated otherwise in the purchase contract.
- 2.2 Any modifications of and amendments to the purchase contract may only be made in writing in the form of an addendum agreed by both parties.

3. Time and place of performance

- 3.1 The Seller's obligations under the purchase contract shall be discharged by the delivery of the goods to the destination determined in the purchase contract. The kind, quantity and delivery date of the goods is set forth in the purchase contract; if the delivery is to be made up to a specific date, the Seller shall set the handing-over date at least 3 business days in advance.
- 3.2 If the Seller and the buyer agree in a purchase contract that the goods shall be delivered by a carrier of the goods to be transported to the buyer, the Seller's obligation under the purchase contract shall be discharged upon handing-over of the goods to the first carrier. The Seller shall notify the buyer by fax with a copy to the transport document attached thereto that the goods have been handed over to the carrier. The Seller's rights and obligations pertaining to delivery of the goods through a third party shall be governed by the provisions of the purchase contract or by these GTS.
- 3.3 The term of delivery and acceptance shall be extended by the period of duration of impediments to performance caused by circumstances excluding liability pursuant to Section 2913 Paragraph 2 of the Civil Code. The term of performance shall be also extended for the period of the other party's default.
- 3.4 The buyer may not refuse the performance without cause. If this happens, the Seller may store the goods at the buyer's expense and the buyer shall be obliged to pay all related costs to the Seller.
- 3.5 The Seller shall not be in delay with delivery of the goods in case of the buyer's default. After determining an additional time limit for acceptance of the delivery, the Seller is entitled to withdraw from the purchase contract.
- 3.6 The transition of the risk of damage to the goods shall be governed by Sections 2121 - 2125 of the Civil Code.
- 3.7 The buyer shall confirm the acceptance of the goods on the delivery bill in cases where a contractual carrier is used and on the handover protocol in case of personal takeover. The buyer shall confirm the acceptance of the goods by giving in block letters his name and surname, position and attaching his signature and an impression of his company's stamp on the relevant document.

4. Buyer's obligations

4.1 The buyer shall be obliged to pay to the Seller the purchase price in the manner specified in the purchase contract and to provide to the Seller assistance in the performance of the purchase contract.

4.2 The buyer shall keep confidential all information concerning business relations, pricing policy, documentation and data provided by the Seller and shall not disclose such information to any third party even after termination of the obligation between the contractual parties.

5. Purchase price

5.1 The purchase price, including payment terms thereof, shall be set forth in the purchase contract.

5.2 If the Seller and the buyer agree that the goods shall be delivered to a place designated by the buyer and the buyer is not obliged to provide for a carrier to transport the goods to the place designated by him, the Seller shall invoice to the buyer the costs of customs clearance of the goods, any charges and taxes, transport to the place of acceptance of the goods and the insurance premium in accordance with actually incurred costs. This shall not apply if it has been expressly agreed that all costs shall be paid by the Seller.

5.3 If it has been agreed that the purchase price shall be paid in instalments, the buyer shall lose the benefit of instalments in case of delay with a single instalment and the entire purchase price shall become due 14 days after the due date of the instalment with which the buyer is in delay. The Seller is entitled to ask for surrender of the goods subject to the exclusion of any retention rights and to collect them from the buyer. All costs incurred in connection with the foregoing, including storage costs, shall be borne by the buyer.

5.4 The buyer's delay with payment of any of the Seller's monetary receivable due from the buyer shall entitle the Seller to discontinue further performance of any contractual duty. Resumption of the performance of the contract requires full settlement of past due receivables or provision of additional security as required by the Seller.

5.5 The buyer is not entitled to set off his receivable due from the Seller with a Seller's receivable not yet due from the buyer and is not entitled to assign any rights and obligations under the purchase contract to a third party without prior consent of the Seller.

5.6 In accordance with Section 1957 Paragraph 1 of the Civil Code, the purchase price shall be paid by bank transfer in the contract currency. The due date shall be complied with if the relevant amount is credited to the payee's account not later than on the due date. Pursuant to Section 1955 Paragraph 1 of the Civil Code, the place of performance of the buyer's monetary obligation is the bank where the Seller keeps the account whose number is stated in the invoice. Tax documents (invoices) issued by means of collective data processing need not contain the issuer's stamp and signature.

6. Retention of title

6.1 The Seller retains the title to supplied goods until full payment of the purchase price (retention of title).

6.2 Until full settlement of all his obligations to the Seller, the buyer shall not be entitled to alienate, mortgage or otherwise legally dispose of the goods. This also applies to cases of linking the object of purchase with another thing belonging to the buyer or to a third party. Any third party infringement on the ownership title shall be promptly communicated by the buyer in writing to the Seller.

6.3 In case of the buyer's delay with payment of the purchase price, the buyer undertakes to allow the Seller access to the buyer's premises where the goods owned by the Seller are located, and shall permit the Seller, upon his request, to take away the goods owned by the Seller. In such case, the Seller shall be entitled to withdraw from the purchase contract and the buyer shall pay to the Seller all costs incurred by the Seller in connection with taking over the goods and any damage caused by the breach of the buyer's duties.

7. Warranty

- 7.1 The Seller shall provide to the buyer a warranty for the supplied goods in accordance with the Seller's warranty terms. The warranty period shall begin on the day following the transition of risk of damage to the goods.
- 7.2 The parties have agreed that any of the buyer's claims for compensation of damage, whether caused to or by the goods or which have arisen from any other legal fact, shall be expressly excluded, to the extent permitted by applicable laws, by the execution of the purchase contract.

8. Sanctions

- 8.1 The buyer shall be liable to the seller pursuant to Section 2913 Paragraph 1 of the Civil Code for any damage and expenses caused by the buyer's failure to accept the goods. The Seller is entitled to demand, at his option, particularly the indemnification in the form of compensation of incurred damage and/or a contractual fine in the amount equal to 10% of the agreed purchase price. The buyer is obliged to pay the contractual fine within 14 calendar days after the Seller's request for payment thereof to the bank account specified in such request.
- 8.2 In case of the buyer's delay with payment of invoices for the goods, the Seller is entitled to charge default contractual interest at the rate of 0.05% of the outstanding amount of the purchase price for each day of delay, including compound interests under Section 1806 of the Civil Code. In addition to the default interest, the seller may claim full amount of damages.
- 8.3 In case of the Seller's delay with a delivery of the goods, the Seller is obliged to pay to the buyer a contractual fine equal to 0.05 % of the price of undelivered goods for each day of delay. The amount of the contractual fine is limited to the maximum of 5% of the price of undelivered goods. It is explicitly provided for that the Seller has a right to damages arisen due to the breach of the duty to which the contractual fine applies.

9. Termination of the contract

- 9.1 In case of delay with payments and of a material breach of the provisions of the purchase contract by the buyer, the Seller may terminate the contract without incurring further liability. The termination shall become effective as of the date of service of the Seller's manifestation of will on the buyer. The contracts on long-term and repeated performance of the same kind can be terminated by the buyer within 1 month from the service of the notification on the GTS's modification under Article 1.2 of the GTS; in such a case, the notice period shall be 3 calendar days and it shall commence upon the receipt of the notice.
- 9.2 Termination of the contract shall not affect any rights and claims of the contractual parties which have arisen prior to the date of termination of the contract.
- 9.3 If a framework agreement has been entered into between the contracting parties, the Seller is entitled both to terminate and withdraw from the contract.

10. Protection of personal data

- 10.1 To the extent required by generally binding laws, the buyer agrees with the collection, keeping and processing of any personal data provided to the data controller – the Seller for the purpose set forth below. The buyer grants this consent in respect of all data provided to the Seller in the period of 5 (five) years after the date of such consent. The buyer represents that he is aware of his rights set forth in Sections 12 and 21 of Act No. 101/2000 Coll. on protection of personal data.
- 10.2 Any personal data concerning the buyer shall be processed to the extent in which they have been provided by the buyer (a) in connection with an application for execution of a contractual or any other obligation, (b) in connection with any contractual or other obligation executed between the buyer and the Seller, or (c) to the extent of any data collected otherwise by the Seller and processed by the Seller in accordance with applicable laws for the following purposes: (i) the purposes defined in the buyer's

consent, (ii) negotiations about a contractual relationship, (iii) the performance of the contract, (iv) protection of the buyer's urgent interests, (v) authorized disclosure of personal data, (vi) protection of rights of the Seller, the recipient and other persons concerned, (vii) keeping of archives in accordance with the law, (viii) business or service offers, (ix) transfer of the buyer's name, surname and address for the purpose of offering of business and services in accordance with the law.

10.3 The provision of personal data is voluntary, unless stipulated otherwise by the law.

10.4 Unless stipulated otherwise by the law, the buyer – an individual – expressly grants his consent with the Seller's processing of the buyer's birth certificate index number and making copies of the buyer's identity card for the purpose of negotiation of the contractual relationship and performance of the contract.

11. Final provisions

11.1 Any relations not addressed by these GTS shall be governed by the purchase contract executed between the Seller and the buyer and by the provisions of the Civil Code, as amended.

11.2 All contractual and constructive relations between the Seller and the buyer shall be governed by the laws of the Czech Republic. The application of the UN Convention on Contracts for International Sale of Goods (CISG) is excluded.

11.3 The provisions on change of circumstances comprised in Sections 1764 – 1766 of the Civil Code shall not be applicable to the obligation between the Seller and the buyer.

11.4 Any disputes that may arise under or in connection with the purchase contract shall be resolved by the Czech court having subject-matter jurisdiction. Local jurisdiction of the court shall be determined in accordance with the Seller's registered office as at the date of submission of the relevant statement of claim.

11.5 If any provision of these GTS is or becomes invalid for any reason, this shall not affect the validity of other provisions hereof. The Seller is entitled to change these GTS at any time; however, the new version of the GTS shall not apply to the existing contractual relations.

11.6 By signing the purchase contract, both the Seller and the buyer express their consent with these GTS and undertake to comply with them.