

GENERAL BUSINESS TERMS AND CONDITIONS

of **Alcomex Spring Works, s.r.o.**

ID: 25592742

with its registered office at Modřická 463/70, 664 48 Moravany

incorporated in the Commercial Register kept by the Regional Court in Brno, Section C, File No.
36306

hereinafter the “**Contractor**”

1 Introductory provisions

- 1.1 These Business Terms and Conditions (hereinafter “Business Terms and Conditions” or “Terms and Conditions”) of the Contractor regulate in accordance with Section 1751(1) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter “Civil Code”), the mutual rights and obligations of the Parties arising on the basis of a contract for work (hereinafter “Contract for Work”), concluded between the Contractor and another person (hereinafter the “Client”).
- 1.2 The Business Terms and Conditions regulate in particular facts which are not regulated in individual Contracts for Work. In the case that the conditions in a Contract for Work differ from the conditions set herein, the conditions in such a Contract for Work will prevail.
- 1.3 The Contractor also operates an online store at <http://obchod.alcomex.cz> (hereinafter “Online Store”).
- 1.4 For the purposes hereof, a consumer is each natural person who concludes a contract with the Contractor or deals with the Contractor in any other way beyond his/her business activity or self-employment.

2 Pre-contractual negotiations, contract conclusion

- 2.1 Pre-contractual negotiations carried out between the Parties before a Contract is concluded are not legally binding. Samples, examples, goods listed in a catalogue, presentations in the Online Store and so forth are of an informative nature only. The provisions of Section 1732(2) of the Civil Code will not apply. The specification of the goods is provided in a catalogue, Online Store or other materials provided by the Contractor and any variations are stated in the Contract.
- 2.2 Upon request by the Client, the Contractor will prepare an offer (non-binding) including the work specification and its price.
- 2.3 The Client will send an order to the Contractor by email, in writing or via the Online Store which is a binding offer of the Client for the conclusion of a Contract for Work. In 2 business days, the Contractor will confirm the receipt of such an order if it contains all particulars necessary for concluding a Contract for Work. The order and its confirmation must contain in particular a detailed description and specification of the work, the quantity, material, and price per unit, the delivery date and the handover method.
- 2.4 A Contract for Work is concluded when the Client is notified in writing or by email of the confirmation of the order by the Contractor.
- 2.5 By virtue of the Contract for Work, the Contractor undertakes to create a work for the Client according to the order and the Client undertakes to take over the work and pay the Contractor the agreed price for this work.

3 Price, payment terms

- 3.1 The price of the work is stated in the order and will always be confirmed by the Contractor in the order receipt. The price will always be stated as the price per unit net of VAT, and the price of other services provided by the Contractor will be set upon agreement (e.g. transport, packaging and postal fees).

- 3.2 Upon request by the Contractor, the Client is obliged to pay an advance on the price of the work in the amount required by the Contractor. The advance is due based on a pro forma invoice issued by the Contractor with a maturity period of 14 days after issue, or as otherwise agreed upon between the Parties. In the case of the agreed advance, the Contractor is not obliged to commence the performance of the Contract for Work until the Client has paid the advance.
- 3.3 The price of the work is due based on an invoice issued by the Contractor after the work has been completed and handed over, with a maturity period of 14 days following the date of issue, or as otherwise agreed upon according to paragraph 3.4 of this Article or based on an agreement of the Parties set in the Contract for Work. If the Client is in delay with the payment of the price of the work, the Contractor will be entitled to a contractual penalty amounting to 0.05 % of the sum owed for each commenced day of the Client's delay. This provision will not affect the Contractor's right to compensation for damage, including compensation exceeding the contractual penalty.
- 3.4 If the Client is placing the first order, the Contractor may request the payment of the full price of the work or a supplementary payment in cash upon the handover of the work.

4 Completion and handover of the work

- 4.1 When producing the work, the Contractor is obliged to proceed with professional care, solely in accordance with generally binding legal regulations, produce the work according to the instructions and requirements of the Client specified in the order and hand over the work to the Client in the agreed period.
- 4.2 The Client undertakes to provide the Contractor with all cooperation necessary for the due implementation of the work and all documents, information and explanations.
- 4.3 The date of work completion is always set in the order or its confirmation. The date of work completion will be postponed for the period of the Client's delay with the payment of the advance or the fulfillment of any of his/her arranged obligations (including the obligation to cooperate), and the Contractor is not in delay with the fulfillment of its contractual obligations during this period.
- 4.4 The Contractor is entitled to a reasonable extension of the period for the provision of the performance if its delay is caused by a Force Majeure.
- 4.5 The handover of the work may be carried out as follows:
- a) in person in the Contractor's establishment at Moravany u Brna, Modřická 70, post code 664 48, Czech Republic,
 - b) through a transport service provided by the Contractor; the price of this service is always stated in the Contract for Work,
 - c) in another manner secured independently by the Client (e.g. another transport service).
- 4.6 The work handover method is selected by the Client in the order, or arranged with the Contractor, and if the transport is not included in the order, the Client will secure the takeover of the work on his/her own account.

5 Reservation of title

- 5.1 The Client becomes the owner of the work when the full agreed price of the work, including default interest and calculated contractual penalties, has been paid.
- 5.2 The risk of damage to the work is transferred to the Client when the work is taken over.
- 5.3 If the work is not handed over and/or the full arranged price is not paid, the Client is obliged to immediately inform the Contractor in writing about commenced insolvency proceedings against the Client, about entering into liquidation or about an insolvency motion filed by the Client. Furthermore, the Client is obliged to immediately notify the Contractor in writing about an intervention of a third party in respect of goods or work

which is subject to the reservation of a title or assigned claims and to provide materials necessary for records.

6 Rights and obligations of the Parties

- 6.1 The Parties are obliged to maintain confidentiality with regard to all facts they have learned during mutual cooperation and which are of a trade secret nature, as well as facts whose disclosure to third parties may in any way affect the business interests or good name of the other Party.
- 6.2 The Contractor may withdraw from the Contract:
 - a) if the Client fails to pay the advance under Article 3.2 in the period of 30 days following the issuance of a pro forma invoice,
 - b) if the Client fails to pay the price of the work under Article 3.3 in the period of 60 days following the issuance of an invoice.
- 6.3 The Client may withdraw from the Contract:
 - a) if the Contractor fails to hand over the work in the period of 60 days after the delivery period arranged in the Contract has elapsed.
- 6.4 The Client acknowledges that under the provisions of Section 1837 of the Civil Code, he/she may not withdraw from the contract in the period of fourteen days, as the subject of the Contract concerns goods modified according to the Client's wishes or customized for the Client.

7 Liability for defects

- 7.1 The rights and obligations of the Parties concerning rights from a faulty performance are governed by generally binding legal regulations (in particular the provisions of Sections 1914 to 1925, Sections 2099 to 2117, Sections 2161 to 2174 and Section 2615, et seq., of the Civil Code and Act No. 634/1992 Coll., on consumer protection, as amended).
- 7.2 The Contractor is responsible for the provision of defect-free work to the Client. In particular, the Contractor is responsible for ensuring the following at the moment when the work is handed over to the Client:
 - it has the properties arranged between the Parties, and if such an arrangement does not exist, the work must have the properties described by the Contractor or expected by the Client with regard to the nature of the work,
 - it is fit for the purpose stated by the Contractor or a purpose for which this type of work is usually used.
- 7.3 When taking over the work or without undue delay the, Client is obliged to thoroughly inspect and check the work according to the delivery note and the order. The Client must notify the Contractor without undue delay of obvious defects in the work which could have been detected during the inspection after takeover no later than within 3 days after the takeover of the work; otherwise the goods or the work is considered defect-free.
- 7.4 In cases when the work is transported through a transport service, the Client is obliged to inspect the packaging and any damage when taking over the parcel. If the parcel is damaged, the Client will open it in the presence of the carrier. If the parcel is damaged, the Client is obliged to refuse the takeover of the parcel and contact the Contractor without undue delay. Complaints filed later will not be accepted. If the Client accepts a damaged parcel, it will not be possible to assert any rights from defects which were or could have been caused by transportation.
- 7.5 Furthermore, the Contractor is not liable for defects caused by unprofessional handling, processing, storage and so forth by the Client and for defects caused by wear from standard use. It is also not liable for damage or failures caused by the Client and faulty utilization or

use of the work contrary to the purpose for which the work was produced. The Contractor is also not liable for the following defects:

- a) defects caused during transportation not provided by the Contractor (i.e. transportation provided through a different carrier or the Client's own vehicle),
- b) defects caused by improper assembly which was not performed by the Contractor,
- c) defects caused by an unsuitable design of the product by the Client,
- d) defects caused by a Force Majeure.

7.6 Rights from liability for defects will be asserted by the Client with the Contractor in writing immediately, at the latest within 3 days after a defect has been detected. A complaint will contain in particular the order number, name, contact address and phone number and a detailed description of the defect. If the complaint is proved to be justified, the Contractor will be obliged to either provide the Client with a reasonable discount on the price or remove the defects in a suitable manner in a reasonable period, depending on the Contractor's choice.

7.7 If damage is incurred on the Client due to a violation of any of the Contractor's obligations under the Contract for Work (e.g. in a consequence of a faulty supply of goods or a work) and no circumstances excluding the Contractor's liability are present, the Contractor will only be bound to pay the actual, provably incurred financial damage calculated by the Client up to the maximum amount corresponding to 100 % of the price of the goods or work under the Contract for Work. The Contractor will not be liable for loss of profit.

8 Personal data processing

8.1 In order to perform a Contract, the Contractor will process the following personal data: name and surname, residence or registered office address, birth date, identification number, tax identification number, electronic mail address, phone number, account number (hereinafter collectively referred to as "Personal Data"). Personal Data processing will be carried out for the purpose of the rights and obligations under a Contract and for the purposes of recording and potentially enforcing and defending legal claims.

8.2 The Client agrees to the processing of personal data by the Contractor for the purposes of sending commercial messages and communications distributed in electronic or paper form and over the phone.

8.3 The Client acknowledges that he/she is obliged to state his/her personal data accurately and truthfully and is obliged to inform the Contractor without undue delay of a change in his/her personal data.

8.4 If the Client believes that the Contractor is processing his/her Personal Data in conflict with the protection of the private and personal life of the Client or in conflict with the law, in particular if the Personal Data are inaccurate with regard to the purpose of their processing, the Client may:

- a) request the Contractor or the processor to provide an explanation,
- b) request the Contractor or the processor to remedy such a situation,
- c) request the Contractor to delete or restrict processing,

9 Final provisions

9.1 All amendments hereto will be made after an agreement of the Parties in writing (e.g. by a confirmation in a written order by both Parties).

9.2 If any of the provisions of these Business Terms and Conditions becomes invalid or is found unenforceable during their validity hereof, this will not affect the validity or enforceability of the remaining provisions of these Business Terms and Conditions.

- 9.3 Legal relations established based on individual Contracts for Work which are not expressly regulated in these Business Terms and Conditions or in a relevant Contract are governed by Act No. 89/2012 Coll., the Civil Code, and other valid legal regulations.
- 9.4 When instruments connected to a Contract are delivered (invoice, withdrawal, complaint etc.), they will be sent to the Party's address provided in a Contract or to the email address provided in a Contract or otherwise communicated by the Party. In the case of doubts, the following applies: if sent by post, an instrument is deemed delivered on the third business day after it was sent by a registered mail to the address of the other Party provided in a Contract.
- 9.5 The Contract and the legal relationship between the Client and the Contractor are governed by Czech law. In the case of a dispute, the Czech courts will have jurisdiction.
- 9.6 The Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, ID: 000 20 869, Internet address <https://adr.coi.cz/cs.>, has jurisdiction over the out-of-court settlement of consumer disputes arising from contracts concluded with consumers. The platform for resolving disputes online at <http://ec.europa.eu/consumers/odr> may be used for resolving a dispute arising from a purchase contract between the seller and the buyer.

These Business Terms and Conditions are valid from 1 January 2019, and the Parties are bound by them upon the conclusion of the Contract.

In Moravany u Brna on 28 December 2018.