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**General Terms and Conditions of Company VentiAir s.r.o., registered office at Adolfovice 512, CZ-790 01 Bělá pod Pradědem, Czech Republic**

## **1. Introductory provisions**

- 1.1. These General Terms and Conditions of the Seller (hereinafter referred to as the "GTC") form an integral part of the Purchase Agreement (which is defined in Article 2 of these GTC) concluded between the Seller and the Buyer and regulate together with the Purchase Agreement their mutual rights and obligations.
- 1.2. The rights and obligations of the contracting parties to the Purchase Agreement are governed exclusively by the law of the Czech Republic, in particular Act No. 89/2012 Sb., by The Civil Code, as amended (hereinafter referred to as the "Civil Code"). The application of conflict-of-law rules and the Vienna Convention on the International Sale of Goods is excluded.

## **2. Definition**

For the purposes of the Purchase Agreement and the GTC, the following terms are understood as follows:

- 2.1. „Buyer” - entrepreneur - a person designated as “Buyer” in the Purchase Agreement to which the Seller sells the Goods;
- 2.2. „Seller” - the company VentiAir s.r.o., with its registered office at Adolfovice 512, CZ-790 01 Bělá pod Pradědem, Czech Republic, Company Registration Nr. (IČ): 06935320, entered in the Commercial Register kept by the Regional Court in Ostrava, insert 40238, Czech Republic.
- 2.3. "Purchase Agreement" - an agreement on the purchase of Goods concluded between the Seller and the Buyer, the relevant Purchase Agreement always consists of these GTC and further of:
  - 2.4. • Framework agreement or
  - 2.5. • Partial purchase agreement
- 2.6. "Framework Agreement" - an agreement on the business conditions for the supply of Goods specified in the relevant Partial Purchase Agreement.
- 2.7. "Partial Purchase Agreement" - a purchase agreement that is concluded:
  - 2.8. • by the Buyer's order and its confirmation by the Seller (in case a Framework Agreement is in force between the Seller and the Buyer), or
  - 2.9. • by a separate purchase agreement containing expressions of will of the Buyer and the Seller as well as the signatures of their representatives on the same document (in case the Framework Agreement is not in force between the Seller and the Buyer).
- 2.10. "Goods" - the Seller's products specified in the Purchase Agreement, including accessories.

## **3. Purchase prices**

- 3.1. The Buyer undertakes to pay the purchase price for the Goods, the determination method of which is agreed in the Framework Agreement or in the partial Purchase Agreement,
- 3.2. Value added tax in the amount determined by the current generally binding legal regulation will be added to the purchase price.
- 3.3. In the event that the Buyer is a person domiciled in an EU Member State other than the Czech Republic, he is obliged to provide the Seller with a VAT registration certificate in another EU Member State issued by a locally competent authority before commencing performance of the Purchase Agreement. In the event that the Buyer ceases to be a VAT payer in another EU Member State during the validity of the contractual relationship, all prices of the Goods shall be increased by VAT in the relevant legal amount. The Buyer is obliged to immediately notify the Seller in writing of the fact that the Buyer has ceased to be a VAT payer in another EU Member State.

## **4. Payment conditions**

- 4.1. The Buyer is obliged to pay the purchase price on the basis of a tax document (invoice) issued by the Seller. Unless otherwise stipulated or otherwise stipulated in the relevant Purchase Agreement, the Seller is entitled to issue a tax document (invoice) at the time of delivery of the goods. The Buyer is obliged to pay the purchase price to the account specified by the Seller in the order confirmation, in the Purchase Agreement or in the relevant invoice.
- 4.2. Unless otherwise stipulated or otherwise stipulated in the relevant Purchase Agreement, the tax document (invoice) is due within fourteen (14) days from the date of issue.
- 4.3. If, according to the Purchase Agreement, the purchase price is to be paid by the Buyer before handing over the Goods, the purchase price is payable on the basis of an advance invoice, which the Seller is entitled to issue after concluding the Purchase Agreement, within the period specified in this advance invoice. In such a case, the Seller is not obliged to hand over the Goods to the Buyer before the payment has been effectuated.
- 4.4. The tax document (invoice) must contain, in addition to the designation of the contracting parties and the requisites stipulated by the relevant legal regulations, at least: number or designation of the order confirmed by the Seller or the number of the

Partial Purchase Agreement, date of taxable supply (i.e. date of delivery of the Goods). Formal deficiencies in the tax document (invoice) do not affect the maturity of the purchase price.

- 4.5. The day of fulfilment of the Buyer's obligation to pay the Seller the purchase price is always considered to be the day when the funds corresponding to the purchase price will be credited to the Seller's account.
- 4.6. In the event that the maturity of the purchase price is agreed in instalments and that the Buyer does not pay any instalment properly and on time, the Seller shall be entitled to get immediate payment of the entire unpaid balance of the agreed purchase price. The provisions of § 2133 of the Civil Code are excluded.
- 4.7. Bank charges related to the payment of the purchase price are paid by the Buyer. These bank charges cannot reduce any payment under the Purchase Agreement.

## 5. Time and place of delivery of the Goods

- 5.1. The Seller is obliged to deliver the Goods at the time specified in the Purchase Agreement. If the Purchase Agreement stipulates the Seller's obligation to deliver the Goods until a certain deadline or within a certain time period, the Seller is entitled to deliver the Goods on any day of this period. In such a case, the Seller is obliged to invite the Buyer at least one (1) day in advance to take over the Goods or to provide the necessary cooperation. If the Purchase Agreement stipulates the Seller's obligation to deliver the Goods within a certain period of time on the day specified by the Buyer, the Buyer is obliged to notify the Seller in writing or by an e-mail at least five (5) working days in advance. The Seller's delay in handing over the Goods to the Buyer, which does not exceed 7 working days from the period specified in the Purchase Agreement or in the Seller's information for the order, does not mean a substantial breach of the Purchase Agreement.
- 5.2. The Seller is entitled to detain the Goods in the event that the Buyer has any debts to him after the due date.
- 5.3. Unless otherwise stipulated or agreed in the Purchase Agreement, the Buyer arranges the transport of the Goods at his own expense.
- 5.4. In cases where, based on the prior written agreement of the contracting parties, the transport is provided by the Seller, the Buyer is obliged to unload the Goods on working days at least from 8.00 to 18.00, within two (2) hours of delivery of the vehicle to the agreed place of delivery.
- 5.5. In the event that the transport of the Goods is provided by the Seller and if this transport is cancelled due to a reason on the part of the Buyer, the Buyer is obliged to pay the Seller a contractual penalty in the amount of CZK 10,000. Payment of the contractual penalty does not affect the right to fully compensate the loss. The Buyer is obliged to pay the said contractual penalty to the Seller within two (2) weeks from the delivery of the written request of the Seller to pay the contractual penalty.
- 5.6. In the event that the Goods are transported by the Buyer, the Seller undertakes to hand over the Goods to the Buyer or the carrier provided by him at his place of residence (place of performance) on the working day determined in accordance with paragraph 5.1. of these GTC, in the period from 7.00 to 15.00. If a day off is agreed as the day of delivery, the Seller is obliged to hand over the Goods to the Buyer or the carrier provided by him on the next following working day. The moment of delivery of the Goods is considered to be the moment when the Seller allows the Buyer or the carrier provided by him to dispose of the Goods at the place of performance, unless otherwise agreed in the Purchase Contract.
- 5.7. The Buyer is obliged to take over the Goods handed over by the Seller at the place and time of performance. The Buyer is obliged to provide the Seller with all cooperation necessary for the proper fulfilment of the Seller's obligation to deliver the Goods to the Buyer in accordance with the Purchase Agreement. In the event that the Buyer arranges the transport of the Goods, he is obliged in particular to properly and timely provide the relevant carrier so that he provides, at the time and place of performance, adequate means of transport and that this carrier properly and timely takes over the Goods for the purpose of its transport to the Buyer, i.e. to enable the Seller to hand over the Goods.
- 5.8. In the event that the Buyer violates the obligation to cooperate and / or the obligation to take over the Goods and as the result the Seller does not hand over the Goods to the Buyer in accordance with the Purchase Agreement, this is not a breach of the Purchase Agreement by the Seller.
- 5.9. Furthermore, in the case referred to in paragraph 5.8. of these GTC, the Goods will be stored by the Seller at the expense of the Buyer. The Buyer will be obliged to pay the related costs to the Seller on the basis of an invoice issued by him. The Seller is obliged to notify the Buyer of the storage of the Goods and invite him to cooperate and take over the Goods within an additional period of three (3) weeks. If the Buyer does not provide the necessary cooperation and / or does not take over the Goods even within the period specified, the Seller is entitled to withdraw from the Purchase Agreement and the Buyer is obliged to pay the Seller a contractual penalty of 75% of the purchase price of the Goods agreed in the Purchase Agreement.

## 6. Transfer of ownership and risk of damage to the Goods

- 6.1. Ownership of the Goods passes to the Buyer at the time of full payment of the purchase price. Until the full payment of the purchase price, the Buyer is not entitled to transfer ownership of the Goods to a third party.
- 6.2. The risk of damage to the Goods passes to the Buyer at the moment of its delivery by the Seller in accordance with Article 6 of these GTC.

## 7. Force majeure, obstacles to performance

- 7.1. Any party shall not be liable for the total or partial non-fulfilment of any contractual obligation, if it proves that it was temporarily or permanently prevented from fulfilling the obligation by an extraordinary unforeseeable and insurmountable obstacle which arisen independently of its will ("force majeure case").
- 7.2. The contracting party in which a force majeure case has occurred is obliged to inform the other contracting party in writing without delay, but no later than within one (1) week. Likewise, and within the same period, the relevant contracting party is obliged to inform the other contracting party in writing that the force majeure case passed.
- 7.3. In the event that the force majeure case lasts for the relevant contracting party continuously for more than three (3) months, the Seller's obligation to hand over to the Buyer and at the same time the Buyer's obligation to take over the Goods expires, where the period of performance fell on the duration of the force majeure. In the event that the force majeure case lasts for the relevant contracting party for less than fifteen (15) days, the period of performance shall be extended by the duration of the force majeure case.

## 8. Other obligations of the buyer

- 8.1. The Buyer is obliged to obtain an import license or other official permit at his own risk and expense, to fulfil all customs and other administrative obligations necessary for the import of the Goods to the agreed place of delivery and to pay customs duties, taxes, fees and other expenses associated with these acts.
- 8.2. The Buyer is not entitled to assign or pledge any of its receivables from the Purchase Agreement, not even in part, to a third party or without the prior written consent of the Seller.
- 8.3. The Buyer is not entitled to unilaterally set off any of its creditable receivables towards the Seller.
- 8.4. The Buyer is obliged to notify the Seller of any changes concerning his VAT registration, which affects the purchase price according to the Purchase Agreement. In the event of a breach of this obligation, the Buyer undertakes to pay the Seller a contractual penalty 20% of the price of the Goods, the sale of which the Seller based on incorrect data of the Buyer on VAT registration.

## 9. Guarantee of quality and rights from defective performance

- 9.1. The Seller shall provide the Buyer with a guarantee of quality of the Goods, for a period of 2 years from the date of delivery of the Goods to the Buyer. Detailed conditions for the provision of the warranty and restrictions on its duration are always stated in the relevant Operational and Technical Documentation, which is part of the delivery of the Goods.
- 9.2. Unless otherwise agreed in the Purchase Agreement, it is valid that the Seller is responsible to the Buyer for the quality specified by the relevant technical standards.
- 9.3. In addition to the quality guarantee, the Seller is responsible for ensuring that the Goods have the quality agreed in the Purchase Agreement at the time the risk for the Goods passes to the Buyer. In the event that the quality of the Goods is not agreed in the Purchase Contract, the Seller is responsible for ensuring that the Goods have a quality corresponding to the relevant technical standards at the time of the risk transfer to the Buyer.
- 9.4. In addition to the quality guarantee, the Seller is responsible for ensuring that at the time of the risk transfer to the Buyer, the Goods will correspond to the design agreed in the Purchase Agreement. In the event that the design of the Goods is not agreed in the Purchase Contract, the Seller is responsible that the Goods will be delivered in a usual design.
- 9.5. The Seller is also responsible for any defects that the Goods have at the time of the risk transfer to the Buyer. Unless otherwise agreed in the Purchase Agreement, the rights and obligations of the contracting parties are governed by the provisions of the Civil Code No. 89/2012 Sb.
- 9.6. The quality guarantee does not cover defects caused by external events (such as cases of force majeure) which are not caused by the Seller or persons with the help of which the Seller fulfilled its obligations. The quality guarantee does not cover defects in the Goods caused by normal wear and tear, defects caused by improper storage or operation, insufficient maintenance, as well as defects caused by operation in violation of safety regulations, technical documentation, installation and operating instructions and / or instructions of the Seller or defects arising as a result of violation of generally binding legal regulations or as a result of interventions, changes or repairs of the Goods without prior consent of the Seller.
- 9.7. The Buyer is obliged to assert his claim from the Seller's liability for defects in the Goods or from the warranty for its quality without undue delay, after it has discovered the claimed defect or when he has or could have found this defect in proper use with professional care, but no later than:
  - within two (2) working days from the date of delivery of the Goods in case of obvious defects,
  - within one (1) week from the discovery of the defect in case of hidden defects.

In the event that the Buyer does not exercise his right from defective performance within the above deadlines, his claims expire.

- 9.8. The Buyer is obliged to deliver a notice of a defect in the Goods (i.e. a complaint) to the Seller in writing. If the Buyer intends to exercise his right to choose the claim associated with the defective performance, he is obliged to make this choice at the same time as the notification of the defect. The complaint must contain at least the following information:

- Buyer's identification data (i.e. business name, address, ID number, telephone connection, e-mail, surname, first name, position of the contact person),
- Specification of the claimed Goods,
- Purchase Agreement number and date of its conclusion,
- The address of the location of the Goods,
- Date of delivery and receipt of the Goods,
- Date of detection of the defect,
- A specific description of the defect and / or its manifestations.

In the event that the complaint does not contain the requirements above mentioned, it will not be a proper notification and exercise of rights from defective performance or rights from guarantee.

- 9.9. The Seller is obliged to inform the Buyer within thirty (30) days of receiving the complaint whether he recognizes the complaint as justified. At the same time, he is entitled to give the Buyer instructions regarding the use of the Goods until the defect is eliminated.
- 9.10. The Buyer is obliged to follow the instructions of the Seller granted in accordance with clause 9.9. of these GTC until the defect is eliminated. If the Buyer fails to do so, he shall be liable for any other defects, damages or other harm caused to the Buyer, the Seller and / or third parties as a result of the use of the claimed Goods.
- 9.11. The Seller is obliged to eliminate legitimately claimed defects of the Goods within thirty (30) days of receiving the complaint.

## 10. Withdrawal from the Purchase Agreement

- 10.1. The Seller is entitled to withdraw from the Purchase Agreement on the one hand in cases stipulated by the Civil Code No. 89/2012 Sb. and further, unless otherwise agreed in the Purchase Agreement, also in the event that:
  - The Buyer violates the agreed reservation of ownership by transferring the Goods to a third party before full payment of its purchase price,
  - Insolvency proceedings will be initiated against the Buyer, or he will find himself in bankruptcy or imminent bankruptcy pursuant to Act No. 182/2006 Sb. or
  - The Buyer breaches at least twice the same Purchase Agreement.
- 10.2. The Buyer is entitled to withdraw from the Purchase Agreement only in the cases stipulated in the Civil Code No. 89/2012 Sb.
- 10.3. It is possible to withdraw from the Purchase Agreement in the form of a registered letter with delivery receipt sent to the address of the registered office of the other contracting party. In case of doubt, the notice of withdrawal shall be deemed to have been received on the tenth (10th) day after posting.
- 10.4. Upon delivery of the notice of withdrawal from the Purchase Agreement to the other contracting party, all outstanding obligations of the contracting parties from the given Purchase Agreement shall be canceled from the beginning, unless otherwise stipulated in these GTC, Framework Agreement or Partial Purchase Agreement. Withdrawal from the Purchase Agreement does not affect the Buyer's obligation to pay the purchase price for the Goods handed over by the Seller by the time of withdrawal or the Seller's obligation to hand over the Goods ordered by the time of withdrawal and the Buyer's obligation to take over the Goods ordered by the time of withdrawal.

## 11. Contractual fine

- 11.1. In the event of the Buyer's delay in fulfilling the obligation to pay the purchase price agreed in the Purchase Agreement, the Buyer is obliged to pay the Seller a contractual penalty of 0.1% per day of the amount due for each day of delay. Payment of the contractual penalty does not affect the right to full compensation of loss, even if the contractual penalty is reduced by a court in the sense of § 2051 of the Civil Code. The Buyer undertakes to pay the contractual penalty to the Seller within two (2) weeks from the delivery of the written request of the Seller to pay the contractual penalty.
- 11.2. In the event of the Seller's delay in fulfilling the obligation to deliver the Goods under the Purchase Agreement by more than 7 calendar days, the Seller undertakes to pay the Buyer a contractual penalty of 0.1% of the purchase price of the Goods for which he is in arrears, for each day of delay until a maximum of 10% of the purchase price of the Goods in arrears.

## 12. Final provisions

- 12.1. Both the Framework Agreement and the Purchase Agreement may be changed only by written amendments.
- 12.2. The Seller is entitled to object to the invalidity of the Purchase Agreement or any of its amendments due to non-compliance with the agreed form at any time, even if performance has already begun.
- 12.3. The application of the provisions of § 1740 subsection 3 and § 1744 of the Civil Code on the relationship to the process of conclusion of the Purchase Agreement are excluded, furthermore the application of provisions of § 1799 and § 1800 of the Civil Code on the contractual relationship from the Purchase Agreement is excluded and the application of provisions of § 557,

- §1805 subsection 2 and § 2050 of the Civil Code on the contractual relationship between the Seller and the Buyer is excluded, too.
- 12.4. By concluding the Purchase Agreement, the Buyer assumes the risk of a change of circumstances in the sense of the provisions of § 1765 of the Civil Code.
  - 12.5. If at any time in the future any of the provisions of the Purchase Agreement proves to be invalid, apparent or void, the effect of this defect on the other provisions shall be assessed similarly in accordance with the provisions of § 576 of the Civil Code.
  - 12.6. All written communications between the Seller and the Buyer will be considered duly delivered only, if they are signed by a person authorized to act on behalf of the sender and delivered to the address of the registered office of the other party. In the event that the contracting party to which such a communication is delivered refuses to accept a written communication or does not collect a communication deposited with the provider, the day of refusal to accept the communication (for communications whose receipt was refused by the addressee) will be understood as the day of delivery, resp. the fifth (5th) day after the postal service has deposited the communication with the postal service provider due to non-acceptance by the addressee.
  - 12.7. To decide all disputes that may arise from the Purchase Agreement or in connection with it, the courts of the Czech Republic and in accordance with § 89a of Act No. 99/1963 Sb. Code of Civil Procedure as amended, is locally authorized general court of the Seller.
  - 12.8. The Seller is entitled to unilaterally change these GTC at any time.
  - 12.9. The provisions of the Purchase Agreements deviating from these GTC shall apply preferentially.
  - 12.10. These general terms and conditions are prepared in the Czech, Slovak, Polish and English language versions, where the Czech language version takes precedence in the interpretation.
  - 12.11. On the day specified in the header of these GTC, the previous GTC of the Seller cease to be valid.

Adolfovice, Bělá pod Pradědem (Czech Republic) 16.09.2021

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