

General delivery terms INGE Opava, spol. s r.o., 2021

1. Basic provisions

- 1.1. These General delivery terms are applicable on all sales contracts and framework sales agreements (agreements forming a basis for sales contracts) in which INGE Opava, spol. s r.o., IČ 61943665, with company headquarters in Opava, Stará silnice 3, PSČ 74601, Czech Republic (furthermore referred to as INGE) acts as a Seller, unless the Parties expressly exclude the application of these General delivery terms.
- 1.2. INGE encloses the text of these General delivery terms to all sales contracts or incorporates these General delivery terms into such contracts by reference.

2. Conclusion of a contract

- 2.1. A contract between INGE and the Buyer is concluded by signing of the contract by both Parties, unconditional acceptance of the order by INGE or acceptance of the order by INGE that contains reservations or modifications unless the Buyer objects against these reservations or modifications within 5 days time. The contract must be concluded in written form, in which case a contract concluded by e-mail is also considered to be in written form.
- 2.2. Information contained in catalogues, brochures, leaflets and other documents addressed primarily to public have legal effect, only if a reference to these is made in the contract. Otherwise these documents shall be only a not-binding presentation. Sending a catalogue, brochure, leaflet or other similar document shall not be considered to be a binding offer of contract. INGE reserves the right to make technical modifications.
- 2.3. Any written contract concluded between INGE and the Buyer may be effectively changed or amended only in writing, unless agreed else by both Parties. Any contract concluded by e-mail may be effectively changed or amended in written form, by e-mail. Change or amendment by oral or telephonic agreement is not possible.

3. Delivery of goods

- 3.1. Unless another delivery time is agreed, INGE is obliged to deliver the goods in a time proportional to its current manufacturing capacities with regard to the production time needed to satisfy all earlier orders. If the Buyer is obliged to provide an advance payment or deposit, the delivery time prolongs for the delay of the Buyer with providing the advance payment or deposit. The commitment of INGE to deliver goods is fulfilled when the goods are handed over to the Buyer or to the first forwarder, depending on which happens first.
- 3.2. Unless agreed else INGE secures the transport to the Buyers headquarters or specified place of delivery at Buyer's expense and adds the transport costs to the agreed purchase price of goods.
- 3.3. The goods will be packed (arranged for transport) in the manner customary in business dealings for the transport of the agreed goods.
- 3.4. The Buyer is responsible for obtaining the official and other permits necessary for the import or installation of the goods. If these permits are not available on time, the delivery period will be extended accordingly.

- 3.5. If the Buyer refuses to take over the goods for any reason, INGE is entitled to arrange storage of the goods at Buyer's expense, with the agreed delivery date marking the start of the payment period.
- 3.6. With INGE's consent, the Buyer has the option to return the delivered goods. The condition for the return is that the goods have not been used, will be returned in undamaged and clean original packaging, including accessories and accompanying documentation. The Buyer must request consent in writing. INGE will respond to the return request within 15 days of receiving the request. If INGE agrees to the return, it is entitled to demand 10% of the invoiced purchase price of the returned goods as a contractual penalty from the Buyer. In other cases (damaged packaging, custom-made goods, atypical products), INGE reserves the right to charge additional costs associated with the return.
- 3.7. For each day of delay by INGE in fulfilling the obligation to deliver the goods, a contractual penalty of 0.05% of the price of the undelivered goods is agreed upon.

4. Damage liabilities

- 4.1. INGE is liable exclusively for damage caused entirely and only by the defects of the goods. INGE cannot be held liable for damage caused by appearance defects which do not limit the use of the goods and by defects that do not preclude the common use of goods or for damage that could not be reasonably foreseen by INGE at the time the contract was concluded (in particular, the obligation to pay a contractual penalty or interest for late payment incurred by the Buyer).
- 4.2. The factors suspending the liabilities of INGE include (besides those listed in the Law on Business Corporations) unfavorable weather conditions, delay of duty clearance, electricity cut-off, sub-supplier delay with delivery to INGE or labor strike. The factors enumerated in previous sentence do suspend the liabilities of INGE even if they did not influence INGE directly, but occurred with a third party to whom the company has entrusted the fulfillment of its obligations from the contract concluded with the Buyer, or with a subcontractor of the company.
- 4.3. In case that the goods are manufactured pursuant to technical data, drawings, models, samples or other specifications of the Buyer, the liability for infringement of intellectual property rights of third persons shall be carried entirely by the Buyer and not by INGE.

5. Risk of damage

- 5.1. The risk of damage to the goods passes on to the Buyer when the goods are handed over to the first forwarder for transport to the Buyer or when the Buyer takes over the goods, whichever occurs first.
- 5.2. Specially agreed quality tests or test runs do not affect the agreement on the delivery place or passage of the risk of damage to the goods.

6. Payment terms

- 6.1. Payment of the purchase price is due within 30 days from the day the goods are handed over to the first carrier for transport to the Buyer, or when the Buyer takes over the goods, whichever occurs first, unless expressly agreed otherwise.
- 6.2. If an advance payment or deposit is agreed upon, the advance payment or deposit shall be paid in up to 5 days since invoiced.
- 6.3. In case of the Buyer's delay with any of the payments, INGE is entitled to claim contractual penalty of 0,05% of the delayed payment per day, up to the maximum of 30% of the delayed payment. This penalty does not suspend or decrease the right of INGE to claim the late payment interest or damage compensation.
- 6.4. INGE is entitled by a written, e-mail, telephonic or oral notice to immediately cancel the right of the Buyer to any previously promised rabat, discount or bonus, if the Buyer did not fulfill all his contractual obligations in full extent on time.
- 6.5. INGE remains the sole proprietor of all delivered goods until they are paid for by the Buyer.

7. Warranty and liability for defects

- 7.1. INGE provides to the Buyer a 24-month's warranty on all delivered goods starting from the day the risk of damage passed on to the Buyer, under condition that the Buyer paid the entire purchase price of these goods to INGE on time and without any delay and under condition that no other warranty period has been agreed upon in writing. In case that the purchased goods were second-hand merchandise and the Buyer was informed of this, INGE provides no warranty on these goods.
- 7.2. Before any warranty or defective goods claims can be raised, it is required to inform INGE of the defects by a written notice containing detailed specification of the defects and to submit the defective goods to INGE in its headquarters. On demand, the Buyer shall provide all the assistance needed by INGE to inspect the goods at the installation site and all the sites that the goods have been moved through since delivery, otherwise INGE is entitled to refuse the warranty claims.
- 7.3. In case that the Buyer has raised rightful warranty or defective goods claim, he is entitled to demand repair of the defective goods conducted by a person chosen by INGE in a proportional time that allows INGE to spot and study the defects, suggest a repair method and conduct the repairs, or demand the price reduction calculated as a difference between the actual market price of the defective goods and the actual market price of non-defective goods. The Buyer cannot request a discount from the purchase price if the goods only have defects that do not reduce the purchase price. Before claiming the price reduction, the Buyer has to prove its amount by written expertise provided by a court appointed expert, unless the claim amount is agreed by INGE.
- 7.4. The Buyer is entitled to demand the delivery of new goods only in case of serious defects. Defects not precluding the safe use of goods, i.e. appearance defects, design differences, small mechanical defects etc. shall not be considered to be serious defects. After the new goods are delivered, the Buyer shall arrange at his own expense the dismounting, repackaging and transport of the defective goods to INGE company headquarters, in a way that eliminates any chances of further damage to the goods, unless agreed else.
- 7.5. All the costs incurred by both the Parties in connection with the warranty or defective goods claims (i.e. dismounting and remounting, transport, compensation for idle-spent time,

damage caused by inoperability of the goods until the claims have been sorted out, etc.) shall be carried solely by the Buyer. In case that, based upon agreement between the Buyer and INGE, the repair of defective goods shall be carried out anywhere else than in the INGE company headquarters, the Buyer shall provide all the required assistance free of charge, i.e. provide access to the site where the goods are located, ensure proper working conditions, assisting workforce, lifting machinery, basic tools, common materials etc.

- 7.6. Should the goods be made by INGE pursuant to the to technical data, drawings, models, samples or other specifications of the Buyer, the warranty shall cover only compliance of the goods to the Buyer's stated specifications. INGE is not liable for defects originated as a result of faults in the Buyer's specifications.
- 7.7. Should the goods be manufactured in accordance to a sample agreed by the Buyer, INGE is liable only and exclusively for defects caused by difference from the sample.
- 7.8. The buyer is not authorized to decide on the method of resolving complaints; this right belongs exclusively to INGE.
- 7.9. The warranty, besides defects excluded by law, does not cover defects caused by common wearing out, natural aging of used materials (i.e. slight change of paint color or color of light caused by burning-in of the light source), harmful effects of environment (i.e. unusually high or low temperatures, quick temperature changes, high humidity or dustiness), unprofessional installation, improper use of the goods or damage caused by the Buyer or third person.
- 7.10. The warranty shall immediately perish, if the goods are modified or repaired without previous INGE's consent. All the repairs of defective goods shall be conducted by INGE or other person authorized by INGE.
- 7.11. INGE OPAVA reserves the right to replace the goods with new ones at its own expense anytime.
- 7.12. Minor, insignificant defects do not result in a postponement of the obligation of the Buyer to pay the purchase price.

8. Delay of the Buyer and set-off clause

- 8.1. If there is a delay with performance of any duty of the Buyer longer than 14 days (especially delay with payment of purchase price), INGE shall be entitled to withdraw from all the contracts that have been concluded with the Buyer. The withdrawal takes effect at the moment when the written or e-mail notice of withdrawal is delivered to the Buyer. In case that some goods had been delivered to the Buyer before the withdrawal from the contract took effect, the Buyer shall deliver these goods undamaged and properly packaged to INGE company headquarters at his own expense.
- 8.2. If there is a delay of any payment of the Buyer longer than two weeks, INGE is entitled, besides above mentioned, to withhold all the goods ordered by the Buyer, until all the debts of the Buyer are paid. For the time the goods are withheld, INGE is entitled to charge the Buyer the costs of storage. Delivery time is prolonged by the time the goods have been withheld according to this provision.
- 8.3. Debt set-off (clearing) by the Buyer is possible only with prior INGE consent. Cession of the debts or other titles against INGE or change of the contractual party is possible only with prior INGE consent.

9. Final provisions

- 9.1. If the business relations of the Parties divert from any provision of the contract or these General delivery terms, it shall not be interpreted as an implied change of the contract or creation of a custom or a practice binding the Parties in future, but only as an one-time exception with no consequence for the future business relation of the Parties.
- 9.2. Contracts and all other relations between INGE and the Buyer as well as these General delivery terms are governed by the law of Czech republic, especially by the Law on Business Corporations. The use of UN Convention on Contracts for the International Sale of Goods is excluded.
- 9.3. All disputes arising from contracts and all other legal relationships between INGE and the Buyer and in connection with them will be decided with finality at the Arbitration Court of the Economic Chamber of the Czech Republic and the Agrarian Chamber of the Czech Republic in accordance with its Rules and Regulations by one arbitrator appointed by the Chairman of the Arbitration Court.
- 9.4. These General delivery terms have been written in English and Czech wording, both of which possess the same validity and priority. For interpretation of the English language mutation, the Czech wording shall be the most important factor, so the used legal terms can be more easily matched to the terminology of Czech law.
- 9.5. These General delivery terms takes effect on 1.1.2021. These General delivery terms are applicable on the contracts concluded prior to this date only if agreed by byth INGE and the Buyer.