

of AUREL CZ s.r.o., ID No. 28526392, registered office at Břehyně 983, 472 01 Doksy,
registered with the Regional Court in Ústí nad Labem, Section C, File 53132

(hereinafter the “**Terms**”)

This translation is for information purposes only. In case of any discrepancy, the Czech version shall prevail.

1. Abbreviations

1.1. If any of the abbreviations listed below are used in the Terms, they shall have the meaning assigned to them for the purpose of interpreting these Terms.

“ Supplier ”:	AUREL CZ s.r.o., ID No. 28526392, registered office at Břehyně 983, 472 01 Doksy, registered with the Regional Court in Ústí nad Labem, Section C, File 53132
“ Customer ”:	A legal entity or natural person that has concluded a contract with the Supplier for the supply of Goods
“ Website ”:	The Supplier’s website www.aurelcz.eu on which the Terms are published.
“ Contract ”:	Any contract for the supply of the Goods concluded between the Supplier and the Customer.
“ Parties ”:	The Supplier and the Customer collectively.
“ Form ”:	The contact form available on the Website, through which the Customer may submit a non-binding inquiry for digital content provided by the Supplier.
“ Goods ”:	Digital content within the meaning of Section 2389a in conjunction with Section 2389f of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the “ Civil Code ”), which the Supplier undertakes to deliver to the Customer under the Contract.
“ Equipment ”:	(i) A machine as a mechanical or electromechanical apparatus intended to convert one form of energy into another or to use energy for work, or (ii) a technological unit/complex system of several such machines as specified in the Contract, for the control and operation of which the Goods will be used.
“ Place of delivery ”:	The Supplier’s premises at Chobotecká 365, 293 01 Mladá Boleslav.
“ Supplier’s Worker(s) ”:	An employee or any other natural person in a contractual relationship with the Supplier through whom the Supplier performs the Contract.
“ Customer’s Worker(s) ”:	An employee or any other natural person in a contractual relationship with the Customer through whom the Customer performs the Contract.

- “Delivery Time“:** The period specified by a calendar day and year by which the Goods must be delivered by the Supplier under the Contract. The delivery time stated in the offer pursuant to Clause 2.1.1 of the Terms is only an estimated time, and the Supplier may deviate from it upon delivery of the Goods in a manner favourable to the Supplier.
- “Supplier’s E-mail“:** The Supplier’s contact e-mail address info@aurelcz.eu, and, after the Supplier has sent the offer to Customer pursuant to Clause 2.1.1 of the Terms, also the e-mail address of the Supplier’s contact person specified in the offer.
- “Customer’s E-mail“:** The Customer’s contact e-mail address (i) provided by the Customer in the Form, (ii) or from which the Customer contacted the Supplier for the purpose of inquiring about the Goods, and (iii) after the Supplier has sent the offer to the Customer pursuant to Clause 2.1.1 of the Terms, also the e-mail address of the Customer’s contact person specified in the offer.
- “E-mails“:** Collectively, the Supplier’s E-mail and the Customer’s E-mail.

2. Request and Offer

2.1. The Contract is concluded through the following procedure:

- 2.1.1.** The Customer shall submit a completely non-binding request for the Goods via the Form or to the Supplier’s E-mail. For the purpose of processing the request, the Supplier may request additional information from the Customer, in particular in relation to the nature of the Equipment, the identification of the Customer and the Delivery Time, using the E-mails or the telephone number provided by the Customer in the non-binding request for the Goods. The Supplier shall further inform the Customer via the E-mails about the availability of the requested Goods, no later than within 10 business days from receipt of the request; upon the futile expiry of this period, the request shall be disregarded. If the requested Goods are available from the Supplier, the Supplier shall, together with the information on their availability, send the Customer an offer for the Goods prepared by the Supplier, which shall include at least the Supplier’s company name, ID No., VAT No., the name and surname of Supplier’s contact person, their telephone number and e-mail address, the company name or the name and surname of the Customer, and, where applicable, its ID No. and VAT No., the name and surname of the Customer’s contact person, their telephone number and e-mail address, the Delivery Time, and the anticipated price of the Goods (hereinafter the **“Offer“**). If the Supplier is also to provide installation of the Goods into the Equipment, the Offer shall also specify the address where the Equipment is located.
- 2.1.2.** By sending a request to the Supplier’s E-mail or via the Form, the Customer is deemed to have familiarised themselves with the Terms and to agree to them, whereupon the Terms become binding upon the Parties.

- 2.1.3. By confirming the Offer to the Supplier's E-mail, the Customer is deemed to have familiarised themselves with the contents of the Offer and to agree to it without reservation, whereby the Contract is concluded. The contents of the Offer shall then be binding upon the Parties for any further steps.

3. Confirmation of the Contract and its Subject Matter

- 3.1. The Supplier shall submit the Offer to the Customer for signature in two written counterparts. One counterpart of the Offer is intended for the Supplier and one for the Customer. If the Customer allows the Supplier to commence the delivery of the Goods without the Offer being signed by both Parties, the Customer shall be deemed to have familiarised themselves with the contents of the Offer and the Terms, and the mutual rights and obligations of the Parties shall therefore be governed by their contents.
- 3.2. The subject matter of the Contract is the Supplier's obligation to deliver the Goods and the Customer's obligation to accept the Goods and pay for them in accordance with the Offer and Article 5 of the Terms.
- 3.3. The subject matter of the Contract does not include the provision of service of the Goods by the Supplier.

4. Delivery of the Goods, updates

- 4.1. The Goods shall be delivered at the Place of Delivery. Delivery of the Goods consists of a single act or a sequence of acts arising from the Contract, the last of which is the making of the Goods accessible to the Customer. Upon delivery of the Goods, the Customer acquires the right to use the Goods permanently.
- 4.2. The Goods shall be delivered in accordance with the Offer on a physical or virtual medium.
- 4.3. Delivery of the Goods shall be confirmed by the Customer or the Customer's Worker by signing the delivery note. If delivery of the Goods consists of a sequence of acts, the delivery note shall be signed no later than after the last such act has been performed. By signing, the Customer confirms proper and timely delivery of the Goods in the agreed quantity and packaging and without any signs of defects.
- 4.4. Unless expressly agreed otherwise in the Contract, the delivery of the Goods shall be governed by the Incoterms® 2020 conditions, clause EXW.
- 4.5. The Supplier reserves the right to change the Delivery Time due to an extraordinary, unforeseeable and insurmountable obstacle arising independently of its will. The Supplier shall inform the Customer of the new Delivery Time without undue delay after such obstacle is identified.
- 4.6. The Supplier shall ensure that, after delivery of the Goods, updates of the Goods agreed in the Contract are made available to the Customer. If updates are not agreed in the Contract, the Supplier shall provide only those updates necessary to keep the Goods free from defects for a period of 3 years from delivery. The updates referred to in the preceding sentence are included in the price of the Goods.
- 4.7. Title to the physical medium of the Goods shall pass to the Customer upon full payment of the price of the Goods. The risk of damage to the physical medium of the Goods shall pass to the Customer at the moment of delivery of the Goods.

5. Price of the Goods

- 5.1. The price of the Goods is determined by the Offer, which became part of the Contract in accordance with Article 2 of the Terms. It is based on the information provided by the Customer to the Supplier when handling the request pursuant to Clause 2.1.1 of the Terms.
- 5.2. The Customer acknowledges that the Supplier is a VAT payer (hereinafter "VAT"). Accordingly, VAT shall always be added to the price of the Goods in the Offer at the rate applicable under Act No. 235/2004 Coll., on Value Added Tax, as amended (hereinafter the "**VAT Act**"), as effective at the time the Offer is sent by the Supplier to the Customer under Clause 2.1.1 of the Terms. If the VAT rates under the VAT Act change between the sending of the Offer to the Customer and the delivery of the Goods, the Supplier shall be entitled to add VAT to the price of the Goods at the new applicable rate.
- 5.3. If the Supplier finds during the production of the Goods that the price stated in the Offer will have to be substantially exceeded, the Supplier shall suspend production of the Goods and notify the Customer without undue delay, including specifying the price increase and the reasons for such increase. If the Supplier is unable to contact the Customer for this purpose either via the Customer's E-mail or via the telephone number of the Customer's contact person stated in the Offer, the Supplier may keep production suspended until contact is established. The Supplier may also, at its own discretion, continue production of the Goods, in which case it shall be entitled to increase the price by no more than 15% of the total price stated in the Offer. If the Parties do not agree on the price increase, either Party may withdraw from the Contract, in which case the Supplier shall be entitled to reimbursement of the costs reasonably incurred in the production of the Goods.
- 5.4. Unless agreed otherwise, the Supplier's right to payment of the price of the Goods arises upon delivery of the Goods.
- 5.5. The Customer shall pay the price of the Goods according to the payment details stated in the invoice, which the Supplier may send to the Customer via E-mails immediately after the delivery of the Goods. The invoice shall contain all the particulars of a tax document as required by the VAT Act. The recommended due date of the invoice is 14 days from the date of issuance stated therein. The Customer shall pay the price of the Goods no later than 30 calendar days from the moment the invoice is received. The invoice shall be deemed received no later than on the third day after it was sent by the Supplier. If the Customer is in delay with payment of the amount stated in the invoice, the Supplier shall be entitled to payment of a contractual penalty of 0.05% per day for each day of delay. This does not affect the Supplier's right to statutory default interest. The Customer and the Supplier may agree on different payment terms for the price of the Goods than those arising from this Clause 5.5 of the Terms.

6. Additional Rights and Obligations of the Parties

- 6.1. The Customer shall:
- 6.1.1. communicate and act towards the Supplier personally, via the E-mails, via the telephone numbers stated in the Offer, or through the Customer's Workers;
 - 6.1.2. if training of the Customer's Workers by the Supplier has been agreed in the Contract, designate the Customer's Workers in the number specified in the Contract for the purpose of such training, arrange training premises at its own

expense, and provide the Supplier, via the E-mails, with the identification details of the designated Customer's Workers to the extent required by the Supplier;

6.1.3. if installation of the Goods into the Customer's Equipment has been agreed in the Contract, the Customer shall:

- (i) inform the Supplier via the E-mails of any damaged, broken, or non-functional parts of the Equipment or of other such items located in the areas where the Equipment is situated. If there are items in such areas that could cause or lead to a risk of harm to the life or health of the Supplier's Workers, the Customer shall also inform the Supplier thereof and shall take objectively necessary measures to minimise such risks;
- (ii) acquaint the Supplier's Workers with the conditions for movement and work in the areas where the Equipment is located, with the conditions for connection to the power supply, and with the conditions for operating the Equipment and other devices located in the same area, unless their use during installation has been excluded in advance;
- (iii) inform the Supplier's Workers of security measures in the areas where the Equipment is located that may affect the installation;
- (iv) provide the Supplier's Workers, upon request, with a lockable space (in particular a separate room or cabinet) free of charge for storing their equipment related to the installation;
- (v) provide the Supplier's Workers, during the installation, free and unrestricted access to electrical power and, at its own expense, ensure lighting in the areas where the Equipment is located;
- (vi) ensure that the Supplier's Workers are granted access to the areas where the Equipment is located at the agreed time, either personally or through the Customer's Workers (the Supplier's Workers may rely in good faith on the authority of such Customer's Workers to grant access to those areas);
- (vii) ensure that the Supplier's Workers can carry out the installation without interference.

6.2. The rights of the Supplier arising from this Article 6 of the Terms may also be exercised through the Supplier's Workers, where the nature of such rights allows.

7. Defects, Claims, and Liability for Damage

7.1. If the Customer discovers apparent defects in the Goods upon delivery and such defects are not remedied immediately upon request by the Supplier's Worker, the Customer shall claim (i.e., notify) such defects by stating them in the delivery note. The Customer shall describe the claimed defects at least in general terms.

7.2. Any defects of the Goods other than apparent defects shall be claimed by the Customer without undue delay after delivery of the Goods, via the E-mails, and it shall be deemed that this period is always observed, regardless of the nature of the claimed defects, if such e-mail is sent by the Customer no later than 3 business days after delivery of the Goods. The Customer shall describe the claimed defects in the e-mail at least in general terms.

- 7.3. If the claim is found to be justified, the Supplier shall remedy the defects without undue delay, i.e., within 30 business days from receipt of the claim, or within another period agreed ad hoc with the Customer. If the defect cannot be remedied by an appropriate update or reinstallation of the Goods, the Supplier shall, at its discretion, remedy the defect either by replacing the Goods with new Goods or by granting an appropriate discount on the price of the Goods.
- 7.4. In cases of liability for damage, the Supplier shall be liable only up to the amount of the price of the Goods paid by the Customer under the Contract. The Supplier is insured for such cases up to an insurance coverage limit of CZK 50,000,000, and the Parties do not anticipate damage exceeding this limit.
- 7.5. The Supplier shall compensate the Customer for damage to the Customer's property caused (i) in causal connection with a breach of the Supplier's obligations arising from these Terms or the Offer, or (ii) in causal connection with the occurrence of defects under this Article of the Terms. In the event that such damage is discovered, the Customer shall notify the Supplier without undue delay via the E-mails and, upon the Supplier's request, provide additional information regarding the damage (in particular service or expert reports, assessments, photographic documentation, etc., which may be required by the Supplier's insurer for the purposes of any insurance claim). The Supplier may remedy the damage by restoring the previous state within a period appropriate to the extent of the damage, or by compensating the damage, including through any insurance payment provided by the Supplier's insurer.
- 7.6. If the defect arises from improper use of the Goods or their implementation into an environment not approved by the Supplier, the Supplier shall expressly not be obliged (i) to compensate damage arising from the improper use of the Goods for a purpose chosen by the Customer without prior consent of the Supplier, nor (ii) to remedy the defect or compensate damage arising from such defect.
- 7.7. The exoneration grounds under Clause 7.6 of the Terms shall apply in particular when the Customer handles the Goods in a manner contrary to the Contract or the documentation provided by the Supplier to the Customer together with the Goods for the purposes of operating and controlling them.
- 7.8. Compensation for damage arising from a defect that the Supplier is obliged to remedy shall be limited to the price of the Goods. The Supplier shall never be obliged to compensate for lost profits, damage arising from loss of data, or indirect (secondary) damage. The limitation of liability under this Clause corresponds to the foreseeable risks associated with the use of the Goods.
- 7.9. The discovery of defects in the Goods or the occurrence of damage within the meaning of this Article of the Terms shall have no effect on the Supplier's right to payment of the price of the Goods or its due date.

8. Communication and Mutual Dealings

- 8.1. Any unilateral communication between the Parties may be validly and effectively made by e-mail messages sent via the E-mails. In case of doubt, any such e-mail message shall be deemed received by the other Party on the third day after it was sent.
- 8.2. Any change to any of the E-mails must be notified by the respective Party prior to such change; otherwise, the change shall not be taken into account for the purposes of the Contract.

9. Confidentiality of Information

- 9.1. Any information, whether of a technological or commercial nature, that the Parties disclose to each other in connection with the contractual relationship arising from the Contract shall be considered confidential. Neither Party may, without the prior written consent of the other Party, copy such information, disseminate it in any manner, or use it for any purpose other than that arising from the Contract or these Terms. The prohibition under the previous sentence shall last for 10 years from the conclusion of the Contract and shall continue to apply even after the delivery of the Goods.
- 9.2. The prohibition under Clause 9.1 of the Terms shall not apply (i) in cases arising from generally binding legal regulations, (ii) to information that becomes publicly known independently of the will of the Parties, and (iii) to information obtained by either Party from a third party, provided that such information is not subject to legal protection of confidentiality.
- 9.3. The Party that breaches the prohibition under Clause 9.1 of the Terms shall be obliged to pay the other Party a contractual penalty of CZK 100,000 for each individual breach. This shall not affect the obligation to compensate for damage caused by such breach.
- 9.4. This Article 9 of the Terms shall not apply if a separate "MULTILATERAL CONFIDENTIALITY, INFORMATION-PROTECTION & NON-DISCLOSURE AGREEMENT" has been concluded between the Supplier and the Customer.

10. Licence

- 10.1. By delivering the Goods, the Supplier grants a non-exclusive, non-transferable and perpetual licence to use the Goods to the extent set out below, and only to the Customer. The Supplier warrants to the Customer that if any licence from third parties is provided to the Supplier for the purpose of producing the Goods, the Supplier is authorised to grant the Customer a sublicense under the Contract in accordance with this Article of the Terms.
- 10.2. The licence entitles the Customer to use the Goods exclusively for the operation of the Equipment.
- 10.3. Under the licence, the Customer is not authorised to:
- a) provide the Goods or any part thereof to any third parties in any manner,
 - b) modify, copy, reproduce, decompile, reverse-engineer the Goods or circumvent its technological restrictions,
- 10.4. The licence is granted solely for the territory of the state in which the Customer has its registered office, unless expressly agreed otherwise in the Contract.
- 10.5. In the event of a breach of the Customer's obligations under this Article of the Terms, the Supplier shall be entitled to unilaterally terminate the licence with immediate effect. In such case, the Customer shall, without undue delay, cease using the Goods and, at its own expense, ensure the destruction of all media on which the Goods are stored. Upon the Supplier's request, the Customer shall be obliged to prove compliance with the obligations set out in the previous sentence.

11. Duration, performance, and termination of the Contract

- 11.1. The Contract is concluded at the moment specified in Clause 2.1.3 of the Terms and is fulfilled upon delivery of the Goods and payment of the price of the Goods.

11.2. The Contract may be terminated by agreement of the Parties.

11.3. The Contract may also be terminated in the ways expressly provided elsewhere in these Terms.

12. Dispute resolution

12.1. The contractual relationship between the Parties shall be governed by the Offer, the Terms, and subsidiarily by the legal order of the Czech Republic, in particular the Civil Code.

12.2. For all disputes arising from the contractual relationship under the Contract, the court of subject-matter and territorial jurisdiction shall be the general court of the Supplier within the meaning of Sections 9 and 84 of Act No. 99/1963 Coll., the Code of Civil Procedure, as amended, except in cases under Clause 12.3 of the Terms.

12.3. Disputes with an international element within the meaning of Act No. 91/2012 Coll., on Private International Law, as amended, arising from the contractual relationship under the Contract, shall be resolved in arbitration administered by the Vienna International Arbitral Centre (VIAC) of the Austrian Federal Economic Chamber in accordance with the Rules of Arbitration (Vienna Rules), by one or more arbitrators appointed in accordance with those rules.

13. Final provisions

13.1. The contractual relationship arising from the Contract shall be governed by the contents of the Offer, the Terms, and, in matters not expressly regulated therein, by the legal order of the Czech Republic, in particular the Civil Code. The rule of *contra proferentem* (Section 557 of the Civil Code) and the rules on gross disparity (Sections 1793 to 1795 of the Civil Code) are expressly excluded. The Parties assume the risk of a change of circumstances within the meaning of Section 1765(2) of the Civil Code. The Offer and the Terms may be amended for the purposes of the Contract; however, such amendment must be made in the same form in which the Contract was concluded.

13.2. These Terms shall not apply to contractual relationships arising between the Supplier and a Customer who is considered a consumer.

13.3. These Terms shall become effective on the date of their publication on the Website. They shall become part of the Contract no later than at the moment of the conclusion of the Contract. If the Offer provides otherwise than the Terms, the Offer shall prevail.

In _____ on _____

For the Supplier:

For the Customer: