

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 the digital content supplied by the Supplier.
“ Goods “:	The equipment specified in the Contract, being a mechanical or electromechanical apparatus whose purpose is to convert one type of energy into another energy or to use energy for work, or (ii) a technological unit / a complex system of several such devices as specified in the Contract.
“ 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. Inquiry 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 Goods, Updates, Transfer of Title and Risk of Damage

- 4.1. The Goods shall be delivered at the Place of Delivery.
- 4.2. Delivery of the Goods shall be confirmed by the Customer or the Customer's Worker by signing the delivery note. By signing, the proper and timely delivery of the Goods in the agreed quantity and packaging and without signs of defects is confirmed.
- 4.3. Unless expressly agreed otherwise in the Contract, the delivery of the Goods shall be governed by the Incoterms® 2020 rules, clause EXW.
- 4.4. 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 notify the Customer of the new Delivery Time without undue delay after discovering such an obstacle.
- 4.5. If the delivery of the Goods under the Contract includes the delivery of digital content used to operate the Goods, the Supplier shall ensure that updates of the Goods agreed in the Contract are provided to the Customer after delivery. If updates are not agreed in the Contract, the Supplier shall only provide those updates that are necessary to keep the Goods free from defects for a period of 3 years from their delivery. Updates pursuant to the preceding sentence are included in the price of the Goods.
- 4.6. Title to the Goods shall pass to the Customer at the moment of full payment of the price of the Goods. The risk of damage to 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 becomes part of the Contract pursuant to Article 2 of the Terms. It is based on the information provided by the Customer to the Supplier when processing 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"). Therefore, the price of the Goods stated in the Offer shall always be increased by VAT at the rate applicable under Act No. 235/2004 Coll., on Value Added Tax, as amended

(the "VAT Act"), as of the date on which the Supplier sends the Offer to the Customer pursuant to Clause 2.1.1 of the Terms. If, between the Supplier sending the Offer to the Customer and the delivery of the Goods, the VAT rate changes under the VAT Act, the Supplier is entitled to add VAT at the new applicable rate to the price of the Goods.

- 5.3. If, during the production of the Goods, the Supplier discovers that the price of the Goods stated in the Offer will need to be substantially exceeded, the Supplier shall suspend production of the Goods and notify the Customer thereof without undue delay, together with the determination of the proposed price increase and the justification 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 listed in the Offer, the Supplier may keep production suspended until contact is established. The Supplier may, at its own discretion, continue production, in which case it is entitled to increase the price by no more than 15% of the total amount stated in the Offer. If no agreement on the price increase is reached, either Party may withdraw from the Contract, in which case the Supplier is entitled to reimbursement of the reasonably incurred costs of producing the Goods.
- 5.4. Unless agreed otherwise, the Supplier's right to payment of the price of the Goods arises at the moment the Goods are delivered.
- 5.5. The Customer shall pay the price of the Goods in accordance with the payment details indicated on the invoice, which the Supplier may send to the Customer via the E-mails immediately after delivery of the Goods. The invoice shall contain all the particulars required for a tax document under the VAT Act. The recommended due date of the invoice is 14 days from the date of its issue. The Customer shall pay the price of the Goods no later than 30 calendar days from the moment the invoice is deemed delivered. An invoice shall be deemed delivered no later than on the third day after it is sent by the Supplier. In the event of delay by the Customer in paying the amount under the invoice, the Supplier is entitled to a contractual penalty of 0.05% per day for each day of delay. This shall not prejudice 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 stated in 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 the Contract provides for training of the Customer's Workers by the Supplier, 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 the Contract also provides for the installation of the Goods, the Customer shall:
 - (i) inform the Supplier via the E-mails of any damaged, broken, or non-functional items located at the installation site. If there are items at the installation site that could cause or lead to a risk to the life or health of the Supplier's Workers, the Customer shall also inform the Supplier of

these and take all objectively necessary measures to minimise such threat or harm;

- (ii) acquaint the Supplier's Workers with the conditions for movement and work at the installation site, the conditions for connection to the power supply, and the conditions for operating equipment located at the same site, unless their use during the installation has been excluded in advance;
- (iii) inform the Supplier's Workers of security measures at the installation site 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 installation, with free and unrestricted access to electrical power and, at its own expense, ensure lighting of the installation site;
- (vi) ensure that the Supplier's Workers are granted access to the installation site 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);
- (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 of the Goods upon delivery and such defects are not immediately remedied by the Supplier's Worker upon request, the Customer shall claim (i.e., notify) such defects by indicating them in the delivery note. The Customer shall describe the claimed defects at least in general terms.
- 7.2. Defects other than apparent defects shall be claimed by the Customer without undue delay after delivery of the Goods, via the E-mails. It shall be deemed that this time limit is always met, regardless of the nature of the defects, if the Customer sends such an e-mail no later than within 3 business days of 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 ensure that the defects are remedied without undue delay, i.e., within 30 business days of receipt of the claim, or within another period agreed ad hoc with the Customer. If the defect cannot be remedied by repairing the Goods, the Supplier shall, at its discretion, remedy the defect by replacing the Goods with new Goods or by providing 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 indemnity limit of CZK 50,000,000, and the Parties do not anticipate damage exceeding this amount.

- 7.5. The Supplier shall compensate the Customer for damage to the Customer's property arising (i) in causal connection with a breach of the Supplier's obligations under these Terms or the Offer, or (ii) in causal connection with the occurrence of defects pursuant to this Article of the Terms. If such damage is discovered, the Customer shall notify the Supplier without undue delay via the E-mails and, upon the Supplier's request, shall provide further information regarding the damage (in particular service reports, expert assessments, photographs, etc., as may be required by the Supplier's insurer for the purposes of processing the insurance claim). The Supplier may remedy the damage by restoring the previous condition within a period appropriate to the extent of the damage, or by compensating the damage, including by means of any insurance payment received from the Supplier's insurer.
- 7.6. If the defect arises from improper use of the Goods or from installation in a location not approved by the Supplier, the Supplier shall not be obliged (i) to compensate damage arising from the improper use of the Goods for a purpose chosen by the Customer without the prior approval of the Supplier, nor (ii) to remedy the defect or compensate damage arising from such defect.
- 7.7. The exculpatory grounds under Clause 7.6 of the Terms apply in particular where the Customer handles the Goods in a manner contrary to the Contract or the documentation provided by the Supplier with the Goods for the purposes of their operation and handling.
- 7.8. Compensation for damage arising from a defect which 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 profit, loss of data, or indirect (secondary) damage. The liability limit under this Clause reflects the foreseeable risks associated with the use of the Goods.
- 7.9. The discovery of defects in the Goods or the occurrence of damage under this Article shall not affect the Supplier's right to payment of the price of the Goods or its due date.

8. Warranty

- 8.1. The Supplier provides a quality warranty for the Goods for a period of 24 months from the date of their delivery, unless otherwise agreed in the Contract. The warranty does not apply to the part of the Goods that has the nature of digital content, in view of the provisions of Clause 4.5 of the Terms.
- 8.2. Under the warranty, the Supplier guarantees to the Customer that, if the Goods are used during the warranty period pursuant to Clause 8.1 of the Terms in accordance with the documentation referred to in Clause 7.7 of the Terms, the Goods shall retain their original functions and performance throughout the warranty period.
- 8.3. The warranty does not apply in particular to (i) cases referred to in Clauses 7.6 and 7.7 of the Terms, and further to defects and damage caused by (ii) mechanical damage due to external influences, (iii) intervention by a third party without the Supplier's consent, (iv) the use of consumables or accessories not approved by the Supplier, and (v) normal wear and tear.
- 8.4. The provisions of Clauses 7.2 and 7.3 of these Terms shall apply mutatis mutandis to the exercise of warranty rights.

9. Communication and Mutual Dealings

- 9.1. Any unilateral acts between the Parties may also be validly and effectively performed by e-mail messages sent via the E-mails. In case of doubt, any such e-mail message shall be deemed delivered to the other Party on the third day following its dispatch.
- 9.2. Any Party that changes its E-mail shall notify the other Party of such change prior to its effectiveness; otherwise, the change shall not be taken into account for the purposes of the Contract.

10. Confidentiality of Information

- 10.1. Any information, whether of a technological or commercial nature, disclosed by the Parties to each other in connection with the contractual relationship established under the Contract shall be deemed 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 confidentiality obligation shall remain in force for 10 years from the conclusion of the Contract and shall continue to apply even after the delivery of the Goods.
- 10.2. The obligation under Clause 10.1 of the Terms shall not apply (i) where required by 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 such information is not subject to legal protection of confidentiality.
- 10.3. The Party that breaches the obligation under Clause 10.1 of the Terms shall pay the other Party a contractual penalty of CZK 100,000 for each individual breach. This is without prejudice to the obligation to compensate any damage arising from such breach.
- 10.4. This Article 10 of the Terms shall not apply if a separate agreement titled "MULTILATERAL CONFIDENTIALITY, INFORMATION-PROTECTION & NON-DISCLOSURE AGREEMENT" has been concluded between the Supplier and the Customer.

11. Licence

- 11.1. By delivering the Goods, the Supplier grants the Customer a non-exclusive, non-transferable, non-assignable and perpetual licence to use the Goods to the extent set out below, and solely to the Customer. The Supplier warrants to the Customer that if any licence is provided to the Supplier by third parties for the purpose of manufacturing the Goods, the Supplier is authorised to grant the Customer a sub-licence under the Contract pursuant to this Article of the Terms.
- 11.2. The licence entitles the Customer to use the Goods exclusively for the purposes of operating the Equipment.
- 11.3. Under the licence, the Customer is not authorised to:
- a) provide or make the Goods, or any part thereof, available to any third party in any manner;
 - b) modify, copy, reproduce, decompile, reverse engineer, or circumvent technological restrictions of the Goods.
- 11.4. 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.

11.5. In the event of a breach of the Customer's obligations under this Article of the Terms, the Supplier is entitled to terminate the licence unilaterally with immediate effect. In such a case, the Customer shall, without undue delay, cease using the Goods and, at its own expense, ensure the disposal of the Goods. Upon the Supplier's request, the Customer shall provide proof of having fulfilled the obligations under the previous sentence.

12. Duration, Fulfilment, and Termination of the Contract

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

12.2. The Contract may be terminated by mutual agreement of the Parties.

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

13. Dispute Resolution

13.1. The contractual relationship between the Parties shall be governed by the Offer, these Terms, and, on a supplementary basis, by the legal system of the Czech Republic, in particular the Civil Code.

13.2. For all disputes arising from the contractual relationship under the Contract, the court having **substantive and local 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 for cases under Clause 13.3 of the Terms.

13.3. 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 proceedings conducted by the Vienna International Arbitral Centre (VIAC) at the Austrian Federal Economic Chamber, in accordance with the Vienna Rules, by one or more arbitrators appointed in accordance with those rules.

14. Final Provisions

14.1. The contractual relationship arising under the Contract shall be governed by the contents of the Offer, these Terms, and, in matters not expressly regulated therein, by the legal system 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, any such amendment must be made in the same form in which the Contract was concluded.

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

14.3. 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:
