

Terms and Conditions of Purchase of ATONA s.r.o.

I. GENERAL PROVISIONS

These Terms and Conditions of Purchase (hereinafter referred to as „Terms and Conditions“) apply to all deliveries of work and goods (articles) supplied to ATONA s.r.o., RN 262 26 413, registered office in Blansko, Poříčí 44, no. 2428, postcode 678 01, Section C, Insert 38346, by third parties, whether it be a Purchase contract or Contract for work within the meaning of the relevant provisions of the Civil Code, as amended. The terms used herein have the following meanings:

Seller – the contracting party which is obliged to deliver goods (articles) to the other party and allow it to come into possession of these, or the contracting party which is contracted to carry out work for the other party at their own expense and risk within the meaning of the relevant provisions of the Civil Code.

Buyer – the contracting party which is obliged to accept delivery of the goods (articles) or work from the Seller and pay the agreed price.

II. CONCLUSION OF THE CONTRACT

2.1. Any Contract between the Seller and Buyer shall be concluded in writing and may be concluded on an order from the Buyer accepted by the Seller, in the manner described herein. The order may be passed to the Seller in writing, sent by recorded delivery, fax or email and is binding if accepted by the Seller.

2.2. The order – draft contract must contain at least the following information:

- identification details of the Seller and Buyer,
- specification of the goods or work, name and kind of goods and work,
- quantity of goods or work,
- contractual price,
- signature of the person authorized to act for the Seller.

2.3. The Contract shall come into force upon an agreement on its entire contents the moment the Buyer receives a written acceptance of the order from the Seller. The Seller is obliged to acknowledge by return that the order has been accepted, either by delivering

the acceptance of the order in writing in person, by recorded delivery, fax or email. If the Seller does not acknowledge the order within 2 working days from receipt, the Buyer is no longer bound by the order.

- 2.4. The acceptance of an order must contain at least the following information:
- identification details of the Seller and Buyer,
 - specification of the goods or work, name and kind of goods and work,
 - quantity of goods or work,
 - contractual price,
 - signature of the person authorized to act for the Seller.
- 2.5. Any concluded contract may be changed in writing only, in the same manner as specified for placing and accepting an order herein.

III. DELIVERY

- 3.1. The Seller is obliged to deliver the goods or work in accordance with the Contract. Contracted quantity, deadlines, as well as other provisions of the Contract are binding. Delivered goods or work in agreed quantities, deadline and appropriate quality is substantial and crucial for the Buyer. The Seller must include all documents associated with the goods or work in the delivery, including assembly instructions. The assembly instructions must be clear, comprehensive and correct.
- 3.2. Should the Seller be in delay with the delivery of goods or work, the Buyer is entitled to rescind the Contract. The withdrawal shall become effective upon written notice sent to the Seller.
- 3.3. In case of delay in the delivery of goods or work, the Seller is obliged and undertakes to pay the Buyer a contractual penalty of 0.1 % of the price of the delivery in question for each day of delay. This contractual penalty shall not affect the Buyer's right to compensation, in its full extent.
- 3.4. If the Seller foresees any difficulty manufacturing or supplying any material or there is a risk of uncontrollable circumstances potentially preventing the Seller from effecting the delivery on time, in appropriate quality and quantity, the Seller is obliged to notify the Buyer immediately.

- 3.5. Unless expressly agreed otherwise in the Contract, the Seller is obliged to deliver the goods or work within the deadline indicated on the order confirmation. Unless expressly agreed otherwise in the Contract, the place of performance is the Buyer's address Blansko, Poříčí 44, no. 2428. Transportation to the place of performance shall be arranged by the Seller at their own expense.

IV.

ARRANGEMENTS OF PRICE, TRANSFER OF OWNERSHIP AND RISK OF DAMAGE

- 4.1. Unless expressly agreed otherwise in the Contract, the price agreed includes all delivery costs of the Buyer's to deliver the goods or work to the place of performance including transportation costs, packaging, all taxes (including VAT) and all fees. The price agreed for the delivery is payable after completion of the delivery in question, on the basis of an invoice issued by the Seller with a due period of 30 days from the date of issuance.
- 4.2. Proprietary rights to the goods or work pass to the Buyer the moment the Buyer takes delivery of the goods or work from the Seller (except in cases when the work has been the property of the Buyer since the beginning in accordance with the legislation in force). Risk of damage related to the goods or work passes from the Seller to the Buyer the moment the Buyer takes delivery of the goods or work.

V.

WARRANTY, LIABILITY FOR DEFECTS

- 5.1. The Seller provides a warranty of 24 months for the goods or work, from the date of handing the goods or work over to the Buyer. The Seller expressly warrants that the goods, work, services will have no defects for the duration of the warranty and that these will be fully fit for the intended purpose of use. In case of any defects arisen during the warranty period, the Buyer has the rights from defective performance under these Terms and Conditions and the applicable legislation.
- 5.2. If the delivery is defective, the Buyer, at their own discretion, regardless of whether the defect is substantial or insubstantial, is entitled to the following:
- require that the defect be eliminated by supplying/delivering replacement goods/work for the defective goods/work, delivering the missing work/goods and require that legal defects be eliminated,

- require rectification of the goods/work,
 - demand an appropriate reduction of the agreed price,
 - withdraw from the Contract.
- 5.3. Claims for both obvious and hidden defects the goods/work had when taken by the Buyer remain unchanged throughout the duration of the warranty period, but the provisions § 2111 and § 2112 of the Civil Code shall not be applied to the relation between the Seller and Buyer.
- 5.4. Under exigent circumstances, particularly averting imminent damage, the Buyer is entitled to eliminate the detected defects in the goods/work by themselves, at the expense of the Seller, if allowed by the nature of the defect.

VI. FORCE MAJEURE

Obstacles which might occur independently of the Seller's will and which might prevent the Seller from fulfilling their obligation under the Contract entitle the Buyer to withdraw from the Contract fully or partially.

VII. OTHER PROVISIONS

- 7.1. The Seller is liable for any damage incurred in connection with delayed delivery of the goods/work or incurred in connection with any defects in the goods/work and hereby undertakes to pay such damage to the Buyer.
- 7.2. The Seller's employees who are to carry out any work in fulfillment of the Contract in the Buyer's place of business, or any other place, are obliged to comply with the provisions of relevant operating regulations and safety and fire regulations.
- 7.3. Material, components, containers and special packaging provided by the Buyer to the Seller for the purpose of the Contract shall remain the property of the Buyer and may only be used for the purpose for which they have been provided to the Seller.
- 7.4. Documents of all kinds provided to the Seller by the Buyer, such as samples, drawings, models, data and the such like, as well as all other information provided by the Buyer, shall not be disclosed to any third parties without the Buyer's consent and the Seller is obliged to keep these documents confidential and shall not use these to their or any other party's advantage. In case of any breach of any obligations under the previous sentence, the Seller is liable for any damage incurred and undertakes to reimburse the Buyer for it.

- 7.5. The Seller declares that they assume responsibility for the risk of change in circumstances within the meaning of the provision § 1765 paragraph 2 and § 2620 paragraph 2 of the Civil Code.

VIII. FINAL PROVISIONS

- 8.1. In case of divergence between the Terms and Conditions and the Contract, the diverging arrangements of the parties specified in the Contract shall prevail.
- 8.2. In case of legal dispute between the Seller and the Buyer, the Czech court the jurisdiction of which the Buyer's place of business falls within shall be the competent authority.
- 8.3. All deeds and documents sent by one party to the other shall be deemed delivered the moment the consignment, should it be rejected by the addressee, is received by the addressee's post office.
- 8.4. The legal relation between the Seller and Buyer established by means of any Contract under these Terms and Conditions shall be governed by Czech law, particularly the provisions of the Civil Code or other legislation if appropriate.