

## General Terms and Conditions

### SKLÁŘSKÉ STROJE ZNOJMO, s.r.o.

Address: Hlavní 136/34, Přímětice, CZ-669 04 Znojmo, Business ID: 49974297

The Company has been registered in the Commercial Register at the Regional Court in Brno, Section C, File 13866;

#### INTRODUCTORY PROVISIONS

##### **1. Preamble**

1. These Terms and Conditions (hereinafter referred to as GTC), in accordance with §1751(1) of Act No 89/2012 Coll., Civil Code, as amended, are amending the mutual rights and obligations of the Contracting Parties, e.g. the company SKLÁŘSKÉ STROJE ZNOJMO, s.r.o., with its registered office: Hlavní 136/34, Přímětice, 669 04 Znojmo, Business ID: 49974297, entered in the Commercial Register held at the Regional Court of Brno, Section C, File 13866, as a Supplier and the third parties in the position of a Buyer, in the course of the Supplier's business, under the Contract for Work (hereinafter referred to as "CW") or under a Purchase Contract (hereinafter referred to as "PC"), in which these GTCs are referred.
2. These GTCs are meant as an integral part of the purchase Contract concluded. By entering into the Contract, the Customer confirms that he/she has read the GTCs and expressly agrees to them, as it is in force and effective at the time of conclusion of the Contract. The GTCs and all the contracts have been drawn up in the Czech language. The Contract can be concluded in the Czech language.
3. A copy of the GTCs will be received by the Customer as an attachment to the order confirmation by the e-mail address entered, and the tax document will be received by the Customer when the subject of the Contract is taken over.
4. Any diverging written arrangements set out in the CW, PC or their annexes shall take precedence over the provisions of these GTCs. However, unless any diverging arrangement is explicitly stated in the CW, PC or their annexes, or unless some provisions of the GTCs are excluded or otherwise modified by the CW, PC or by their annexes, then these GTCs shall apply to the other mutual relations of the Contracting Parties.
5. Any change to the GTCs shall be notified by the Supplier to the Customer no later than one month before the date on which the change is due to take effect, in writing, by e-mail or by posting it on the Supplier's websites. The Purchaser/Customer shall be entitled to reject the amendment at the latest 14 days before the entry into force of the GTCs and to terminate the Contract with the notice period of 14 days from the date of receipt of the notice to the Supplier. If the Customer does not reject the change by the date set out above, it means that he/she agrees to the change of the GTCs. The Supplier shall particularly notify the Customer of this effect in the notification of the change of the GTCs. Changes to the GTCs may only be made by the Supplier in justified cases and to the extent necessary.
6. Legal relationships not expressly governed by these GTCs, or by a contract concluded between the company SKLÁŘSKÉ STROJE ZNOJMO, s.r.o., and the Purchaser/Customer, shall be governed by the applicable laws and regulations of the Czech Republic, in particular the relevant provisions of Act No 89/2012 Coll., Civil Code, as amended, and the related legislation.
7. Contracts and relationships arising out of them, including those arising out of breach of the Contract and including non-contractual obligations, shall be governed by the laws of the Czech Republic (choice of applicable law). Any disputes arising from the CW or PC and any relationships arising therefrom, including related non-contractual obligations, and including any relationships arising out of the breach of the Contract, shall be settled by a competent court in whose jurisdiction the Supplier is located.

##### **2. Definitions and Interpretation of Terms**

1. Provisions of these GTCs related to the Supplier shall apply accordingly to the seller and the contractor.
2. Provisions of these GTCs on the Purchaser/Customer shall apply accordingly to the Buyer and Purchaser/Customer.
3. Provisions of these GTCs on the Contract shall apply accordingly to the PC and CW.

##### **3. Concluding the Contract**

1. The Customer is entitled to deliver a binding order to the Supplier. The binding order must clearly indicate the intention of the Customer to conclude the Contract and the will of the Customer to be bound by the Contract in case of acceptance of the binding order by the Supplier. The binding order must contain at least:
  - a) Customer identification (name / first and last name, Business ID, VAT number, registered office, e-mail, telephone, bank details, identification of authorization to act on behalf of the Customer);
  - b) the subject of the Contract in the quantity requested;
  - c) required deadline and place of delivery,
  - d) ways of transport;
  - e) estimated price;
  - f) form of payment of the price;
  - g) in case of a written order, signature of the authorized person to act on behalf of the Buyer/Customer must be attached;each mandatory order must be delivered to the Supplier in writing or electronically (or handed over to the Supplier in person, where appropriate; and the Supplier shall confirm the binding order receipt).

2. In case the binding order does not contain all the formalities within the meaning of paragraph 1 of this Article of the GTCs but performance is carried out on the basis of it, the Purchaser/Customer may not call for invalidity of the order and invalidity of the binding relationship.
3. In case a binding order is delivered to the Supplier pursuant to paragraph 1 of this Article of the GTCs, which will result in the Buyer's willingness to be bound by the Contract, this binding order shall be considered to be a proposal for conclusion of the Contract by the Customer, within the meaning of §1731 and §1732 of Act No. 89/2012 Coll., Civil Code. Proposal for Contract conclusion by the Customer is binding for the Customer.
4. The Supplier undertakes to confirm to the Customer his/her acceptance of the binding order in accordance with paragraph 1 of this Article of the GTCs (by post, by e-mail), at the latest within 5 working days following receipt of the binding order; or he also undertakes to inform the Customer that he/she does not accept the binding order. A binding order shall be deemed to have been accepted by the Supplier at the time of confirmation of the binding order by the Supplier to the Customer.
5. The Supplier shall confirm acceptance of a binding order in such the way that he/she shall issue to the Customer an order confirmation indicating the subject of the Contract, price, place and date of delivery, way of transport and way of payment of the price. The Purchaser/Customer shall be entitled to submit a written proposal to the Supplier to change the order or cancel it, within 24 hours following receipt of the order confirmation. If he/she fails to do so within the time limit, the Contract between the two parties shall be deemed as concluded, in such the form which is specified in the order confirmation issued by the Supplier.
6. In case of a Customer's proposal to change the order, the Supplier shall re-issue the order confirmation to the Customer, in which he/she will arrange for any changes to the order. The Contract is then concluded at the moment when the order confirmation is received by the Buyer/Customer, as indicated in the subsequent order confirmation.
7. Factual performance of the order by the Supplier can also be considered as confirmation of the order.
8. The Customer is also entitled to request the subject of performance from the Supplier. Based on demand - order of the Customer, the Supplier shall create a quotation, which is a proposal for conclusion of the Contract. The Contract shall be deemed as concluded when the Buyer/Purchaser/Customer accepts the proposal by adding his/her signature and delivering the accepted proposal to the Supplier. Acceptance of an offer with an amendment or variation shall be excluded. The Contract is to be deemed as concluded at the moment of written delivery (by post or by e-mail with an assured electronic signature) of the signed Contract by the Purchaser to the Supplier. Within 5 working days following receipt of the draft contract, the Purchaser shall acknowledge the proposal and, where appropriate, reject it and inform the Supplier thereof. If the Contract is not accepted by the Customer within 7 working days at the latest, the Customer shall be deemed not to accept the proposal, rejecting the offer.
9. A document named "Contract for Work" or "Purchase Contract" by the Supplier may also be considered as confirmation of the order. In such the case, the Contract shall be deemed as concluded at the time of signature by the two Contracting Parties. The binding order then becomes the basis for conclusion of the Contract and it shall be annexed to the Contract.
10. The Contract and all its agreed prerequisites may be amended or cancelled only on the basis of agreement of the Contracting Parties or on the basis of legal reasons.
11. The Supplier is always entitled to, depending on the nature of the order (quantity of the goods, service, price, estimated costs for transport), ask the Customer for additional confirmation of the order (in writing or by telephone).
12. The Purchaser acknowledges that the Supplier is not obliged to conclude the Contract in particular with persons who have previously substantially or repeatedly failed to perform their obligations to the Supplier.
13. The Customer agrees to use of remote communication means during conclusion of the Contract. Costs incurred to the Customer when using the remote means of communication, in connection with conclusion of the Contract (the cost of internet access, telephone costs) are to be paid by the Customer.

#### **4. Subject of Performance**

1. The subject of performance is specified in the Contract concluded between the Supplier and the Purchaser or in the Supplier's confirmation of the binding order or revised binding order, or in the pricing calculation.

#### **5. Price and Payment Conditions**

1. The Purchaser shall pay the price set out in the price calculation, order confirmation or Contract in a proper and timely manner, unless otherwise agreed by the Contracting Parties in a particular case, plus VAT amount at the statutory rate. The price shall be expressed without the costs associated with packing and transport of the subject of performance (hereinafter referred to as "costs related to delivery of the subject of performance"); these shall be added depending on the type of delivery to the destination selected; these costs shall be charged to the Customer separately.
2. The price of the subject of performance and any costs associated with delivery of the subject of performance may be reimbursed by the Purchaser to the Supplier in the following ways (the Supplier accepts the following payment terms and conditions):
  - a. payment in cash at the Supplier's facilities only after prior agreement by the Contracting Parties;
  - b. advance payment based on a pro-forma (advance) invoice;
  - c. payment per invoice with maturity period, only after prior agreement of the parties.
3. The price shall remain in force as long as the tender for conclusion of the Contract is effective. The price shall be valid at the stable exchange rate of the CZK in relation to freely convertible currencies. In case of movement of the exchange rate by more than 3%, the Supplier reserves the right to reflect the rate movement into the price. This provision does not limit the Supplier's option to conclude the Contract upon individually negotiated conditions.
4. In case of cash payment, the price of the subject of performance and, where applicable, the cost of delivery of the subject of performance, shall be payable at the time of receipt. In case of non-cash payment, the price of the subject of performance and, where

applicable, the cost of delivery of the subject of performance, shall be payable within 30 days following receipt of the subject of performance, unless otherwise agreed by the Contracting Parties.

5. In case of non-cash payment, the Buyer is obliged to pay the price of the subject of performance while stating the variable symbol of the payment. In case of non-cash payment, obligation of the Customer/Purchaser to pay the price of the subject of performance, and any costs associated with delivery of the subject of performance, shall be deemed as fulfilled at the moment when the relevant amount is credited to the Supplier's account.
6. The Supplier shall be entitled to require the Customer to pay an advance payment of the agreed price; the Supplier shall issue an invoice for the advance payment (pro-forma invoice) as a call for payment in advance. Upon payment of the advance invoice by the Purchaser/Customer, the binding Customer order shall be settled by the Supplier without any undue delay. The Supplier shall not be obliged to perform before the advance payment is paid by the Purchaser.
7. If the Contracting Parties agree that the Contract performance subject price will be paid by the Purchaser to the Supplier on the basis of an invoice issued by the Supplier, the Purchaser shall be obliged to pay the performance subject price always within the due dates specified in the invoice by means of a wire transfer to the Supplier's bank account specified in the Contract or in cash. The invoice - tax document - will include the following details (among others): Supplier's and Customer's identification, specification of the subject of performance, date of issue of a document, due date of the price of the subject of performance, amount of the price of the subject of performance and the signature of an authorized person to act on behalf of the Supplier. The Supplier is the payer of value added tax. In case of doubts, the Customer is deemed to have received the invoice on the third day following delivery of the subject of performance. The invoice issued shall also be used as the delivery note; it proves delivery of the subject of performance to the Customer; in case of a consignment, it shall confirm its delivery.
8. All performances received by the Supplier from the Customer shall be first counted upon the interest for delay, and subsequently upon the price of the subject of performance, and thereafter upon consideration for extended maturities, unless otherwise agreed by the Contracting Parties.
9. The Purchaser shall not be entitled, without prior written consent of the Supplier, to set off unilaterally the claim that he/she holds for the Supplier in any capacity. Such offsetting would be ineffective towards the Supplier.

#### **6. Rights and Obligations of the Parties Related to the Purchase Contract**

10. It is the seller's responsibility to hand over the goods ordered to the Buyer at the agreed place and time of delivery, as well as the documents relating to the goods; he/she shall enable the Buyer to acquire ownership of the goods.
11. The seller shall provide the Buyer with the goods (subject of purchase) in the type, quantity, quality and design agreed. If the quality and design are not agreed, the seller shall, in a quality and manner suitable for the purpose, comply with the provisions of the Contract, otherwise for normal purpose.
12. If the seller supplies more goods than agreed, the PC shall also be concluded for the excess quantity, unless the Buyer has rejected them without undue delay.
13. It is the Purchaser's responsibility to pay the purchase price for the goods ordered and to take over the goods ordered in a proper and timely manner.

#### **7. Place of Performance, Transport and Delivery of an Item/Thing**

14. Unless otherwise agreed, the place of performance shall be the registered office of the Supplier. If the place of performance is different from the registered office of the Supplier, the costs shall be chargeable to the Customer. If the way of transport is negotiated on the basis of a special request of the Buyer, the Buyer bears the risk and any additional costs associated with this way of transport.
15. The Supplier is obliged to deliver the subject of performance within the deadline period agreed by the Contract. The Supplier shall be entitled to supply the subject of performance before that date or in parts; however, he/she shall inform the Customer thereof within a reasonable period of time.
16. The Purchaser shall also take partial supplies of the subject of performance if it is possible in respect of the nature of the supplies. If the Purchaser refuses to take over a properly delivered subject of performance, he/she is obliged to pay the Supplier all the costs incurred in the relevant business case (in particular freight, packaging, return costs, etc.).
17. In case the subject of performance must be delivered repeatedly or in any other way than stated in the order for reasons caused by the Customer, then the Customer is obliged to pay the costs associated with such repeated delivery of the subject of performance, respectively the costs associated with other means of delivery.
18. The subject of performance shall be supplied at the time when the Purchaser takes over the subject of performance at the Supplier's premises or office, unless the parties agree otherwise. If the subject of performance is to be carried, the subject of performance shall be handed over to the Customer at the time the subject of performance is handed over to the first carrier. Upon receipt of the subject of performance, the Purchaser shall certify the delivery note in which he/she confirms receipt of the subject of performance in the quality and quantity indicated therein. If the Purchaser fails to confirm the delivery note without a serious reason and if he/she takes over the subject of performance, then it is considered that the subject of performance has been duly supplied.

#### **8. Passing the Risk of Damage and Liability for Defects**

1. Risk of damage to the subject of performance passes to the Purchaser by handing over the subject of performance. The risk of damage to the subject of performance shall also pass to the Purchaser if the Purchaser does not take over the subject of performance, although the subject of performance was prepared for transfer by the Supplier or although the Supplier could dispose of the subject of performance.

2. The Supplier shall not be liable for damages to the subject of performance incurred during transport. Upon receipt of the subject of performance from the carrier, the Purchaser is obliged to check integrity of the packaging of the subject of performance; and in case of any defects to notify the carrier immediately. In case of impairing the packaging proving the unauthorized entry into the consignment, the Purchaser does not have to take over the consignment from the carrier. By signing the delivery note, the Purchaser confirms that the packaging of the consignment containing the subject of performance has not been broken.
3. Damage to the subject of performance resulting from the transfer of risk of damage to the subject of performance to the Buyer shall not affect the obligation to pay the agreed price, unless the damage was caused by the Supplier in breach of his obligation.
4. If it is not agreed on how the subject of performance is to be packed, the Supplier shall pack the subject of performance as usual; otherwise it should be packed in such a way as to preserve the subject of performance and protect it. In the same way, the Supplier shall affix the subject of performance for transport.
5. If the Customer delays with taking over the subject of the performance, the Supplier shall be entitled to sell the subject of performance, subject to prior notice and at the expense of the Customer, in an appropriate manner, after having given the Customer an additional reasonable period of time to take it over. This is also the case if the Customer gets delayed with paying the agreed price, which is conditional on delivery of the subject of performance.
6. Responsibility for defects shall be governed by relevant provisions of Law No. 89/2012 Coll. of Civil Code.
7. The Supplier must deliver the subject of performance in quantity, quality, packaging and design required within the specified delivery dates. The Supplier declares that the subject of performance meets all technical, legal, safety and other standards and complies with all generally binding legislation.
8. The subject of performance shall be deemed as defective if it does not have the characteristics laid down in the Contract or the usual characteristics. Typical colour difference or difference in the structure of material, etc., shall not be considered a defect in the subject of performance.
9. The rights arising from defective performance shall not apply to the subject of performance for which the lower price has been agreed and which was caused by the Purchaser on his own; they shall not apply for wear on the subject of performance caused by normal or erroneous use; with the subject of performance it applies to defect related to the extent of use or wear the item of performance showed at the moment of taking over by the Customer; or if it this is due to the nature of the subject of the performance.
10. The Customer must inspect the subject of performance as soon as possible after the risk of damage to the subject of performance was transferred. In case of personal collection of the subject of performance, the Customer shall inspect the subject of performance immediately upon receipt. If the subject of performance is found to be defective, he/she shall immediately notify the discovered defect at the point of collection of the subject of performance. When the subject of performance is delivered to the Customer through the carrier, the Customer shall be obliged to claim the defect in quantity and type of the subject of performance sold, not later than 3 working days after delivery of the subject of performance by the carrier. The Customer must apply the claim in writing at the Supplier within the prescribed time limit, stating how the defect is manifested and what claim for liability for defects the Purchaser requires.
11. The Supplier shall reply to the Customer's notification of the defect within 30 days following receipt of such notification. In case of an unauthorized claim, the Purchaser will be charged for the Supplier's costs incurred. The Supplier shall provide evidence of inadmissibility of the claim in writing or by refusing such a claim.
12. If the Purchaser fails to notify the defect in performance in good time, the court shall not grant him the rights arising from the faulty performance.
13. The Supplier shall not be liable for any damage resulting from wrongly communicated data or from other failure of the Purchaser to disclose data which are necessary for proper performance.
14. Until the Purchaser applies the right for discount or withdraws from the Contract, the Supplier may supply what is missing or eliminate the legal defect. Other defects may be remedied by the Supplier at his/her choice, by repairing the case or by supplying the missing item.

#### **9. Duration of the Contract and its Termination**

1. Supply of the subject of performance may be interrupted by the Supplier if:
  - a. the Purchaser fails to comply properly with the obligations laid down in the Contract and in these GTCs, in particular delays in payment of the price or other payment under the Contract and the GTCs;
  - b. there is a barrier on the side of the Supplier, preventing the subject of performance from being supplied under the Contract and which, even if all the care is taken, the Supplier could not reasonably have expected to be established before the Contract was concluded.
2. The Supplier shall be entitled to withdraw from the Contract, or part thereof, without further limitation in cases provided for by law, and in cases where:
  - a. the Buyer's assets were declared bankrupt, reorganization was approved, or any other form of insolvency proceedings was initiated, or the Buyer was wound up or is no longer entitled to the business activities necessary for the performance of the Contract, under the applicable rules, or if acts were initiated which suggest the opening of any form of insolvency proceedings or winding-up. The Customer must immediately inform the Supplier of this fact.
3. Withdrawal shall be done in writing; must be served on the other Contracting Party and shall be effective from the date of notification to the other Contracting Party. Withdrawal shall not affect the right to payment of a contractual penalty, interest on late payment or, where appropriate, the right to compensation; it also shall not affect any arrangement which, by its nature, is intended to bind the parties even after withdrawal, in particular the dispute settlement arrangements. By way of withdrawal from the Contract or by loss of rights and obligations arising out of the Contract, the Contracting Parties shall not be obliged to reimburse the contractual penalties or delay interests to which they are entitled at the time the Contract is effective.
4. If the Supplier withdraws from the Contract for breach of obligations by the Customer, the Supplier shall be entitled to a contractual penalty of 10% of the price of the subject of performance. The penalty shall be payable upon written call of the Supplier to the Customer.

**10. Penalties on Contracts**

1. In case of delay by the Customer to pay the price of the subject of performance or the advance payment, if required, the Customer shall be obliged to pay the Supplier a contractual penalty of 0.05% of the price of the subject of performance, including VAT, for each day of delay.
2. In case of delay of the Customer with payment of the subject of performance or of a deposit of more than 30 days (in words, thirty days), any outstanding claims of the Supplier on the Customer shall become due on the 31st day, unless otherwise agreed in a specific case.
3. If the Customer becomes insolvent, meaning that he/she has more (at least two) creditors, has had the cash liabilities for more than 30 days past the due date and is unable to meet those obligations, then all outstanding claims of the Supplier on the Buyer become due on the day when the Supplier became aware of this insolvency. In this case, the Supplier is entitled to withdraw from the Contract.
4. In case of delay of the Customer with payment of the price of the subject of performance or of an advance payment for more than 10 days (in words, ten days), the Supplier shall be entitled to terminate the supplies of the subject of performance, with immediate effect, even in case of contracts already concluded. Failure to deliver as per the preceding sentence is not a breach of the Contract and the Supplier is not liable for any harm caused thereby. The delivery date of the stopped delivery of the subject of performance shall be automatically extended by the time of delay in payment of the price of the subject of performance or its advance payment.
5. In case of delay by the Customer in taking over the subject of performance, the Supplier shall ask the Customer to collect the subject of performance. At the same time, the Customer is obliged, on the basis of an invoice issued, to pay the Supplier an amount of 0.1% of the value of the uncollected subject of performance for each day of delay, up to the limit of 100% of the price of the subject of performance. The right of the Supplier for compensation for damage is not affected.

**11. Non-compliance with Obligations**

1. Neither Contracting Party shall be liable for any breach of its obligations if a case of force majeure prevents them from being fulfilled. The Contracting Parties shall make every effort to minimize any damage caused by a case of force majeure. Force majeure means any unforeseeable exceptional situation or event outside any control of the Contracting Parties which prevents any of them from fulfilling any of obligations under the Contract, has not been caused by error or negligence on their part; it shall be demonstrated that it cannot be overcome even with all due diligence. Defects in equipment or materials or delays in providing them (unless caused by force majeure), labour disputes, strikes or financial difficulties may not be applied as cases of force majeure.
2. The Contracting Party concerned by the case of force majeure shall immediately inform the other Contracting Party in writing, indicating the nature of the event concerned, the likely duration and the anticipated consequences.

**12. Obligation of Confidentiality**

1. The Contracting Parties undertake to keep confidential any essential facts arising out of their activities under this Contract, in particular any facts which constitute business secrets and confidential information. Trade secret means any facts which are competitively significant, identifiable, measurable and normally inaccessible in business circles; those related to the plant and those which are kept confidential by their owner while using adequate manner. In particular, written documents and supporting documents transmitted pursuant to this Contract, as well as the contents of this Contract, shall be regarded as confidential by the Contracting Parties.
2. The Contracting Parties agree that any information which they become aware within performance of their obligations under, or in connection with, the Contract is presumed to be confidential, unless it is a commercial secret.
3. The Contracting Parties are required to inform all of their employees of the obligation of confidentiality under this Contract, as well as any subcontractors and their employees, who will have access to confidential information or to the premises of the Contracting Parties.
4. Breach of business secrets and confidential information is any conduct by which one Contracting Party makes unauthorized disclosure, disclosure, use for itself or for others, related to the business secrets or confidential information obtained in the course of activities from the other Contracting Party, if this is contrary to the interests of the other Contracting Party and if it is done without consent. Failure to comply with the obligation of confidentiality shall not be the conduct in accordance with these GTCS or the Contract.
5. This obligation of confidentiality shall be binding for the Contracting Parties for the duration of the facts establishing this obligation of confidentiality, unless confidentiality is waived or the information becomes publicly available.
6. In case of breach of the obligation of confidentiality, the party who has been affected by breach of this obligation shall be entitled to get a contractual fine of 100,000 CZK for each individual case. The penalty shall be payable at the written request of the Contracting Party concerned. Entitlement for damage compensation cannot be affected by payment of such interest of delay.

**13. Data Privacy**

1. Protection of the Customer's personal data, e.g. the Customer who is a natural person, is provided by Act No. 110/2019 Coll. related to personal data protection, as amended.
2. The Purchaser hereby grants the Supplier the consent to process, as the controller, all personal data relating to his/her personal data, which he/she communicates to him/her; and in particular agrees to processing of his/her personal data: first and last name / title, address of residence / registered office, business identification number, tax identification number, e-mail address (together all referred to as "**personal data**").
3. The Customer agrees to processing of his/her personal data by the Supplier, for the purposes of implementation of the rights and obligations related to the Contract and also for the purposes of sending information and commercial messages to the Customer.
4. The Customer acknowledges that he/she is obliged to correctly and truthfully state the personal data. The Customer is also obliged to inform the Supplier without any undue delay about changes in his/her personal data.

5. The Supplier may authorize a third party to process personal data of the Customer (processor). Except for persons transferring the subject of performance, the personal data of the Customer will not be passed to any third parties without prior consent of the Customer.
6. The personal data will be processed electronically in an automated manner or in a printed form by non-automated manner for the period necessary, pursuant to the Contract.
7. The Customer acknowledges that the personal data provided are accurate and that he/she was advised that it is about voluntary providing of the personal information.
8. Should the Customer believe that the Supplier or processor carries out processing of his/her personal data in violation of protection of his/her private and personal life or in violation of applicable laws, especially if the personal data is inaccurate with regard to the purpose of processing, then the Customer may do the following:
  - a. ask the Supplier or processor for clarification;
  - b. require the Supplier or processor to eliminate the situation thus created. In particular, this may include blocking, correcting, supplementing or disposing of personal information. If the Customer's request is found to be approved in accordance with the preceding sentence, the Supplier or processor shall promptly remedy the defective condition. If the Supplier or processor decline the objection, the Customer is entitled to contact the Office for Personal Data Protection directly. This provision does not have any impact on the Customer's right to contact the Office for Personal Data Protection directly with his/her complaint.
9. If the Customer requests information on processing of his/her personal data, the Supplier shall be obliged to provide the information. The Supplier shall be entitled to request, in accordance with the preceding sentence, an appropriate remuneration not exceeding the costs necessary for the provision of the information.

#### **14. Delivering**

1. Unless otherwise agreed, all correspondence related to the Contract must be delivered to the other party in writing, by post service (selected by the sender) or electronically.
2. Unless otherwise specified in the specific Contract, in case of non-delivery of a document or refusal of receipt of the document, the document shall be deemed to have been delivered on the third day following dispatch, through service by the postal license holder, by courier and in person. In case of service by electronic mail, the document shall be deemed to have been delivered by sending it to an e-mail address. Documents shall be sent to the e-mail address specified in the specific Contract or order, or to other addresses communicated to the other Contracting Party.

### **SPECIAL SECTION - CONTRACT FOR WORK**

#### **15. Scope of the Contract for Work**

1. When making and assembling the work, the contractor shall use all available knowledge to ensure that the work provides in full the agreed function. The contractor shall proceed separately in carrying out the work.
2. The contractor undertakes to carry out the work at his/her expense and on his/her risk, at the time agreed in the Contract for Work; otherwise within a reasonable time, taking into account the nature of the work. The Customer undertakes to co-operate, take over the work carried out in accordance with the Contract for Work and to pay the agreed price for it.

#### **16. Cost of the Work**

1. The price of the work is determined by agreement of the Contracting Parties; it is indicated in the Contract for Work or in the purchase order, or in the binding purchase order, or in an adjusted binding order of the Customer, certified by the contractor, or in the pricing calculation.
2. The right to the payment of the price of the work shall be acquired by the contractor by performing the work. However, if the work is carried out in parts, the contractor shall issue a partial invoice after each part of the work has been carried out.
3. If the contractor finds defects of a greater extent than the Contracting Parties had foreseen in the moment of conclusion of the Contract for Work, the contractor shall notify the Customer and inform him/her of the extent of such necessary changes, together with an indication of how the cost of the work for such repairs will change. The Customer shall make written comments on modification of the work and modification of the price for the work within the meaning of the preceding sentence, no later than 3 working days following the date of communication of the change in the scope of the work and the price of the work. If the Customer fails to express his/her opinion within the period specified above, he/she shall be deemed to agree to the change in the scope of the work and to undertake to pay the new price communicated to him/her by the contractor.
4. If the Contracting Parties agree, after conclusion of the Contract for Work, to limit the scope of the work, the Customer shall be liable to pay the price reasonably reduced; if the Contracting Parties agree, after conclusion of the Contract for Work, to extend the work, the Customer shall be liable to pay the price reasonably increased.

#### **17. Execution and Hand-over of the Work**

1. The contractor shall perform the work with the necessary care and shall perform it pursuant to available manufacturing or technological processes, and pursuant to design solutions.
2. The contractor may delegate another person to perform the work, unless otherwise indicated by the Contract for Work or by the nature of the work. When the work is performed by another person, the contractor shall have the same responsibility as if the work was performed by him/herself.

3. The contractor shall submit to the Customer the work made to the extent and quality agreed in the Contract for Work, at the place agreed by the Contract for Work, otherwise it shall be done at the place where the work is performed.
4. The items to be supplied by the Customer under the Contract for Work for execution of the work (hereinafter referred to as "items") shall be transmitted by the Customer to the contractor in such condition that the work can be performed properly and in a timely manner and within the period specified in the CW, otherwise without any undue delay after conclusion of the CW. If the Customer fails to supply the items in good time, the contractor may allow him/her a reasonable period of time and, after that period, the contractor may him/herself bring the items at the expense of the Customer. The Customer shall be liable to pay the price of the items so procured and the effective costs of obtaining them without undue delay after the contractor so requests, otherwise he/she shall be liable to the contractor for damage suffered.
5. The Customer undertakes to allow the contractor to fulfil the obligation under the CW in person or through an authorized person to take over the work properly.
6. The contractor shall not be liable for any damage resulting from wrongly communicated information or from other information not communicated by the Customer, those necessary for proper execution of the work.
7. The contractor shall notify the Customer without undue delay of any inappropriate nature of the items given to him by the Customer for execution of the work or of the order given to him/her by the Customer. This is not the case if the unsuitability could not be found even when the care was taken. Where an improper item or order interferes with the proper execution of the work, the contractor shall interrupt the work until the matter is exchanged or the order is amended; if the Customer insists on execution of the work using the item transmitted or under the order in question, the contractor shall be entitled to require the contractor to do so in writing. If the contractor continues to perform the work with the improper work or order given, the Customer shall not be entitled to the rights in respect of defects in the work arising out of the unsuitability of the work or order and the contractor shall not be liable for impossibility of completing the work. The time limit set for completion of the work shall be extended by the period of interruption.
8. Defects or unfinished items which do not prevent use of the work shall not constitute grounds for refusing to take over the work. The contractor shall rectify these defects and unfinished items within 30 days of the date of transmission and receipt of the work, unless otherwise agreed.
9. The work shall be handed over upon transfer protocol (hereinafter referred to as "hand-over protocol"). The work shall be handed over by the contractor or his/her authorized person. Any shortcomings or comments which may have been identified or raised by the two Contracting Parties shall be entered in the hand-over protocol; in particular, these are normally written in the "notes" box, together with the manner and the date of their remedy. A work shall be deemed to have been handed over by the Customer signing the hand-over protocol. Similarly, a work shall be deemed to have been handed over if the Customer fails to get present, within the agreed time, to take over the work, or if he/she refuses to take over the work without defects, which shall mean the work having non-material defects. Non-material defects are considered to be the defects which do not affect the function of the work, for the purposes of the Contract for Work and these GTCs.
10. The deadline for performance shall be determined by agreement of the Contracting Parties and is specified in the Contract for Work. The Contractor shall be entitled to complete the work even before the agreed performance date. The contractor shall notify the Customer of completion of the work without undue delay and shall invite him/her to take over the work. The Customer shall take over the work within 5 days following notification by the contractor of completion of the work. If the Customer fails to appear to take over the work without prior apology or if Customer refuses to take over the work without any reason, it shall be deemed that the work was handed over properly and in good time on the 5th (fifth) day after announcement of completion of the work.
11. The contractor shall be entitled to unilaterally change the delivery date by the maximum of 14 days in case of an unexpected event. The contractor shall notify the Customer of such change at least 5 days before the date of the agreed delivery date. In such the case, the contractor shall not be in delay with hand-over of the work and no rights shall be left to the Customer for the defective performance.
12. If the Customer prevents the contractor from fulfilling his/her obligation and fails to provide the necessary cooperation, the contractor shall draw the Customer's attention to this fact and shall invite him/her (in writing, by e-mail or by telephone) to remedy the obstacles preventing performance of the work within 3 days of the date of the request. If, within this period, the Customer fails to remedy the obstacle and does not allow the contractor to complete the work, the contractor shall be entitled to withdraw from the Contract for Work and shall be entitled to the payment of the Contract price. The duration of the work is extended by the duration of the obstacle.

## **FINAL SECTION**

### **18. Sending Business Messages**

1. The Customer agrees to receive information related to goods, services or business of the Supplier, to receive such matters to his/her e-mail address. The Customer also agrees to receive commercial communications by the Supplier to his/her electronic address.

### **19. Final Provisions**

1. In order to fulfil the Contract, the Contracting parties are obliged to cooperate with each other and to act with caution in accordance with their legitimate interests. They shall inform each other of any relevant circumstances relating to the performance of the Contract and, at the request of the other Party, provide explanations without delay. Both Contracting Parties shall, within their normal capacities, act in such a way as to minimize any damage, loss or risk arising from activities connected with performance of their contractual relations or use of products. Each Contracting Party shall ensure that the confidentiality of the business information that has arisen between them as a result of the performance of this Contract will be strictly respected.

2. The Customer must notify the Supplier of any changes related to his/her business authorization, tax obligations (in particular, change of the tax number and tax administration), his/her current account and banking data and any state of insolvency.
3. The Contract is binding in its entirety also for the successors of the Contracting Parties or any other third party (assignee). The Supplier is entitled to assign without further permission to a third party (assignee) any claim arising from the Contract or to burden any claim against the Customer arising from the Contract with the rights in favour of the third parties, whether liens or retain rights, etc. The Customer shall not be entitled to transfer the rights and obligations arising from the Contract to another entity without the prior written consent of the Supplier.
4. The Customer assumes the risk of changing circumstances within the meaning of §1765(2) of the Civil Code by entering into the Contract governed by these Terms and Conditions.
5. Any damage is to be paid in financial funds and thus derogates from the provisions of §2951 of Act No 89/2012 Coll., Civil Code.
6. If any provision of the General Terms and Conditions is invalid or ineffective, or if it becomes so, there will be the new provision coming instead of the invalid provisions, such the provision whose meaning is as close as possible to the invalid one. Invalidity or unenforceability of one provision shall not affect the validity of other provisions. Any changes and amendments to the Contract or the General Terms and Conditions must be prepared in written form.
7. This Contract may be amended or supplemented only by numbered written amendments, signed by authorized representatives of the Contracting Parties.
8. Contact data of the Supplier: SKLÁŘSKÉ STROJE ZNOJMO, s.r.o., Hlavní 136/34, Přímětice, CZ-669 04 Znojmo; e-mail address: [sszn@sszn.cz](mailto:sszn@sszn.cz), phone +420 515 282 311
9. These General Terms and Conditions come into validity and effectiveness on April 1, 2020 and replace the general terms and conditions issued before.