

General Contractual Terms and Conditions

(hereinafter referred to as the "Terms")

I. General provisions

1. The General Contractual Terms and Conditions are an integral part of contracts for the delivery and installation of Contract goods, concluded between **Westiform s.r.o.**, Company ID No. 25988565, registered office in Hradec Králové, Bratří Štefanů house No. 902, postcode: 500 03, as the supplier (hereinafter referred to as the "**Supplier**") and the customer in the position of a business (hereinafter referred to as the "**Customer**") (hereinafter referred to as the "**Contract**").
2. Issues not directly regulated in the text of the Contract are governed by the provisions of the Supplier's Terms.
3. Any divergence from the Terms and any divergence from the special conditions of the Contract are valid only on the basis of a written agreement between both contracting parties.
4. The obligational relationship arising from the concluded Contract is always governed by Czech material law, in particular the respective provisions of the Civil Code.
5. Upon concluding the Contract, all prior agreements, arrangements, proposals, mutual proposals and correspondence concerning any content of the Contract cease to have legal relevance, unless expressly stated in the Contract that they form a part thereof.

II. Conclusion of the Contract

1. Under the Contract, the Supplier undertakes to deliver the Contract goods to the Customer and transfer ownership right to the Contract goods to the Customer and perform other activities, and the Customer undertakes to accept the Contract goods and pay the price for the Contract goods and other fulfillment.
2. The Contract may be concluded only on the basis of the written legal acts of the Supplier and Customer. The following methods are permitted:
 - a) Submission of a written order by the Customer and written confirmation of this order by the Supplier.
 - b) Submission of a written offer to conclude the Contract by the Supplier and written confirmation of this offer by the Customer.
 - c) Compiling of a written Contract between the Supplier and Customer.
3. The concluded Contract may be altered or cancelled only by written agreement of the parties. The Supplier is entitled to claim compensation for purposefully incurred expenses related to the alteration or cancellation of an order confirmed in writing or offer from the Supplier accepted in writing by the Customer. The Supplier is also entitled to claim lost profits.
4. The Contract may also be concluded by means of the Supplier's factual delivery of Contract goods to the Customer and the performance of other agreed activities, and the Customer's payment of the agreed

price for these Contract goods. In this case, the Contract is concluded upon payment of the price for the Contract goods or delivery of the Contract goods, depending on which moment occurs later. The Contract thus concluded is governed by the Terms, provided the Supplier informs the Customer of this fact at latest upon delivery of the Contract goods and the Contract is concluded nevertheless. If not agreed in the Contract differently, Incoterms 2020 EXW Westiform Hradec Králové will apply.

III. Contract goods

1. The Contract goods and other fulfillment are defined in the Contract. The prior arrangements and correspondence and any documents provided or sent between the Parties before concluding the Contract are not decisive for defining the subject of the Contract, unless the Contract itself stipulates otherwise.
2. Unless agreed otherwise, the Supplier is not obliged to package the Contract goods for shipment. If packaging of the Contract goods is agreed, the packaging regularly used by the Supplier, which adequately protects the Contract goods during shipment based on the Supplier's experience to date, will be used for packaging.

IV. Delivery of Contract goods

1. The Supplier will deliver the Contract goods to the Customer by allowing the latter to handle the Contract goods at the facility at its registered office. If the Supplier ensures the shipment of the Contract goods to the Customer, it does so based on a separate agreement.
2. If the delivery of Contract goods includes their installation, the Contract goods will be handed over at the place of installation after the performance of such installation, whereas the remaining provisions of this article of the Terms will apply as appropriate.
3. The Supplier is not in delay in delivering the Contract goods if it follows from the concluded Contract that the Customer is to carry out an action before delivery of the Contract goods, and the Customer fails to do so duly and punctually. The delivery deadline is extended by the period by which the Customer is in delay.
4. The Supplier is authorised to deny delivery of the Contract goods until such a time when the Customer pays the price for the Contract goods.
5. The Supplier will inform the Customer of the expected delivery deadline of the Contract goods (hereinafter referred to as the "**delivery deadline**") in the binding order confirmation, unless this deadline is agreed in the Contract. If the Supplier does not inform the Customer otherwise or if not agreed otherwise in the Contract, the delivery deadline is 30 days from concluding the Contract unless otherwise stated below. As standard delivery is made by using third parties and dependent on traffic. Therefore the Supplier's delivery dates and times are only an indication. Supplier is not liable for delays occurring outside of its hemisphere of influence, unless such delivery is agreed on a certain date/time in the Contract and is defined as special deadline delivery.

6. The Supplier will inform the Customer in time about potential extensions of the standard delivery deadline. The Customer has the right to withdraw from the Contract within two days from receiving such information; if it does not do so, it applies that it agrees to the extension of the delivery deadline. Unless stated otherwise in the Contract, the Customer is not authorised to penalise the Supplier for the late delivery of Contract goods.
7. If the Customer does not take over the Contract goods or refuses to take them over or fails to fulfil the conditions for takeover of the Contract goods (in particular payment of the price for Contract goods), it will be in delay in taking over the Contract goods. From this moment, the Customer bears the risk of damage to the Contract goods. If the Customer does not take over the Contract goods even within an additional deadline of 10 calendar days at the Supplier's facility, or if the Customer refuses to take over or rejects the Contract goods again after the Supplier and Customer have agreed on repeated delivery, the Supplier has the right to withdraw from the Contract and request compensation according II/3.
8. In the event of the Customer's delay in taking over the Contract goods, the Customer undertakes to pay the Supplier a contractual penalty of 0.1% of the price of Contract goods per day. The Supplier is also entitled to a storage fee of CZK 1,000 for every day on which the Contract goods are stored with the Supplier. If the Customer delays the Contract for more than 60 days, the Customer is obliged to pay the Contract goods invoice as well as the storage fee.
9. The Supplier is authorised to make partial deliveries and installation of the Contract goods and the Customer is obliged to take over the Contract goods including installation in such parts. The Supplier's obligation to deliver the Contract goods is fulfilled to the relevant extent through such partial delivery.

V. Takeover of Contract goods by the Customer

1. The Customer confirms takeover of the Contract goods by signing the document on handover and takeover of the Contract goods (in particular the handover protocol or consignment note), if the Contract goods are delivered to it, or by signing the handover protocol if it takes over the Contract goods in person at the Supplier's facility.
2. During takeover of the Contract goods, the Customer is obliged to inspect the Contract goods thoroughly and identify any defects and damage to the packaging and obvious defects in the Contract goods. If the Customer confirms with its signature during takeover of the Contract goods that the packaging of the Contract goods is not defective or damaged, and that the item has no obvious defects, it applies that such defects occurred after handover and takeover of the Contract goods, unless the Customer proves otherwise.
3. The Supplier hands the Contract goods over to the Customer with the tax, which the Customer confirms with its signature. If the place of delivery is in the Czech republic document the instructions for use in the Czech language will also be handed. The opposite must be proven by the Customer.
4. If the Customer does not take over or refuses to take over the Contract goods, it bears the risk of damage to the Contract goods from this moment forward. If the Customer does not take over the Contract goods even within an additional deadline of 10 calendar days by the Supplier at the Supplier's facility, or if the Customer refuses to take over or rejects the Contract goods again

after the Supplier and Customer have agreed on repeated delivery, the Supplier has the right to withdraw from the Contract and request compensation according II/3.

5. The Customer is obliged to take over the Contract goods even if there are defects in the Contract goods or result of installation, which do not affect and do not prevent the usual use of the Contract goods. The parties will agree on the potential removal of these defects and shortcomings or other procedure in the handover protocol. The Contract goods are considered delivered despite such defects and shortcomings.

VI. Installation of Contract goods

1. The Supplier installs the delivered Contract goods only if this is agreed in the Contract.
2. The Supplier will install the Contract goods at the location agreed in the Contract. The Customer is obliged to ensure everything so as to enable installation of the Contract goods at the given location and the given time. In particular, the Customer will ensure the structural or functional readiness of the premises or building for installation, ensure the issuing of all the necessary permits required to install the Contract goods, ensure the leading and preparation of electricity and other lines to connect the Contract goods, ensure unhindered access to the place of installation for the Supplier, including access for heavy construction and transportation equipment, and ensure the possibility of water and energy offtake for the Supplier and any other cooperation defined in the Contract or required by the Supplier at any time before or during the installation of the Contract goods. The Customer is also obliged to ensure the necessary cooperation on the part of the End Customer. Unless agreed otherwise between the parties, the Customer is obliged to ensure the construction of scaffolding or arrange similar equipment as needed to install the Contract goods. For the period during which the Customer Endcustomer fails to provide the Supplier with the necessary cooperation to perform installation, the agreed deadlines for delivery and installation of the Contract goods are suspended, and the delivery and installation deadlines are extended by the period of this delay.
3. The Supplier proceeds pursuant to the concluded Contract when installing the Contract goods. The Supplier is not obliged to follow the Customer's instructions, if it finds these instructions to be inappropriate. The Supplier is not obliged to use the material provided by the Customer. The Supplier is not obliged to allow a part of the installation of Contract goods to be performed by another party arranged by the Customer.
4. If the contracting parties agree that a part of the installation of Contract goods or any preparatory work will be performed by a third party, and that Supplier will use the materials provided by the Customer during installation of the Contract goods, or will perform installation of the third party goods based on the Customer's instructions, the Supplier is not obliged to verify the quality and soundness of such subcontractor, material or instructions, and is not obliged to inform the Customer of their inadequacy. The Supplier is not liable for defects in the third party goods or installation arising for this reason.
5. The Supplier is authorised to perform installation of the Contract goods through a subcontractor.

6. The Supplier is authorised to post an advertisement promoting the Supplier at the place of installation during the period of installation of the Contract goods.
7. Installation of the Contract goods is performed by the deadline for delivery of the Contract goods described in Art. IV of the Terms. The deadline for installation of the Contract goods is extended by:
 - a) the period of the Customer's delay or existence of an obstacle on the part of the Customer (e.g. the Customer does not duly and punctually hand over the construction site, work or deliveries ensured by the Customer are not performed, the Customer does not ensure the cooperation of the end customer),
 - b) the period for which the Customer did not provide the Supplier with the necessary cooperation, or the Customer did not ensure this cooperation of the End Customer,
 - c) the period by which the Customer is in delay in paying any amount arising from the Contract,
 - d) the period for which it is not possible to perform installation of the Contract goods due to circumstances of force majeure, in particular adverse climatic conditions, if the air temperature drops to below +5°C or other severe circumstances prevent the continuation of work on installation of the Contract goods, leading to a threat to its quality or the quality of the Contract goods,
 - e) the period during which agreed extra work is performed, if a new deadline is not agreed.
8. The Supplier informs the Customer about the extension of the deadline for installation of the Contract goods and about the fact that the respective obstacles have ceased to exist. The Supplier is authorised to extend the deadline for installation of the Contract goods at most by the duration of the given obstacle.
9. Regular climatic conditions corresponding to the season in which the work is being performed do not constitute a reason for extension of the deadline for completing installation.
10. The Supplier is not in delay in performing installation of the Contract goods for the period by which the installation is extended.
11. The Supplier is authorised to interrupt installation of the Contract goods if the references, information, instructions and material provided by the Customer prove to be inadequate or if the work of subcontractors agreed by the Customer is defective. The deadline for installation is extended by the period of interruption.
12. If the Supplier interrupts the installation of Contract goods pursuant to this Contract, it does not breach its contractual obligation by interrupting installation and the Customer is not authorised to take any steps towards the Supplier, in particular to withdraw from the Contract or order the interruption of installation of the Contract goods and vacating of the construction site itself.
13. If the installation includes the testing of Contract goods, the parties will agree on the parameters of such testing in the Contract. Testing will be carried out upon handover of the Contract goods.

VII. License to intellectual property rights

1. If the Contract goods or other part of the delivery are protected by intellectual property rights, in particular trademark or other branding rights, rights to a database or computer program, it applies that the Supplier grants the Customer a license to use this right within the delivery of Contract goods. This license applies only to the use of the subject of protection by the Customer in compliance with the purpose of the Contract.
2. Without prior written consent from the Supplier, the Customer is not authorised to use the subject of protection otherwise than under the conditions of the granted license pursuant to the previous clause. In particular, the Customer is not authorised to change, modify or improve the subject of protection or transfer it to a third party, except for the cases when legal regulations permit such acts (e.g. within exhausting the right to the subject of protection).
3. If the Contract goods are encumbered by third-party rights, the Customer is obliged to request the relevant consent of these third parties to the use of such right, unless the Supplier undertakes to do so.
4. The Supplier is authorised to inspect whether the Customer observes the rules of intellectual property protection pursuant to this article, and the Customer is obliged to provide the Supplier with cooperation during such inspection, in particular to allow it to access the premises where the delivered Contract goods are located or used.
5. If the subject of the Contract is only the delivery of a sample of Contract goods, which will then be manufactured according to this sample, the Customer is authorised to assign this manufacturing to a third party only with prior consent from the Supplier and under the condition that this third party undertakes to observe the rules of intellectual property protection minimally in the same scope in which the Customer is obliged to do so. The Customer is also obliged to allow the Supplier to verify the level of intellectual property protection by this third party. The Supplier is also authorised to stipulate other conditions to protect intellectual property rights.
6. If the Customer breaches any obligation stipulated for it in this article, it is obliged to pay the Supplier a contractual penalty of CZK 100,000 for every individual breach of obligations.

VIII. Payment for Contract goods

1. The price for Contract goods is the contractual price and is agreed in the Contract, stipulated by the Supplier's pricelist valid at the moment of concluding the Contract, or determined by a written agreement, valid order from the Customer or valid offer from the Supplier. The agreement on the price for Contract goods is established by the Customer paying the price for Contract goods in the amount required by the Supplier according to the payment terms in the Contract goods.
2. The manner of paying for the Contract goods is chosen by the Customer in the order (payment terms). The price for Contract goods may be paid to the Supplier's account under the respective variable symbol, which identifies the payment.
3. The Customer is obliged to pay the price for Contract goods at latest on the basis of a tax document and stipulated payment terms - invoice issued by the Supplier (hereinafter referred to as the "invoice"). The Supplier is authorised to issue the invoice on the date of delivery of the Contract goods, or date of installation of

the Contract goods. The Supplier is also authorised to request advance payment and to issue a pro forma invoice for the full price for Contract goods for this purpose.

4. The maturity date of the invoice is set in the payment terms, unless agreed otherwise in writing. The invoice must be submitted to the Customer or sent to the Customer's address specified in the header of the Contract, or to another address specified by the Customer in the order. In the case of doubt, it is understood that the invoice was delivered to the Customer on the fifth calendar day after its sending (whereas the date of sending for this purpose refers to the day after issuing the invoice).
5. The Customer is obliged to pay the total sum of the invoice by the invoice maturity date, so that the funds are credited to the Supplier's account at latest on the maturity date of the invoice.
6. The Customer is obliged to identify every payment of the price for Contract goods or part thereof, or any other liability from the Contract concluded between the Supplier and Customer and/or these Terms, with the variable symbol specified in the invoice. A payment without specifying the variable symbol or with an incorrect variable symbol, i.e. an unidentifiable payment, is considered unpaid with all the ensuing consequences.
7. If the Customer fails to pay any of the Supplier's invoices according to the payment terms by their maturity dates, the Supplier will not be in delay with any delivery of Contract goods to the Customer.
8. The price for Contract goods is paid according to the payment terms.
9. If the Customer delays in paying the price for Contract goods, it is obliged to pay the Supplier a contractual penalty of 0.1% of the price of Contract goods per day.
10. If the Customer delays in paying the price for Contract goods by more than 10 days, the Supplier is authorised to withdraw from the Contract.

IX. Fees related to the Contract

1. The Supplier bills the following fees in addition to the price of Contract goods:
 - a) Transport fee.
 - b) Postage fee.
 - c) Installation fee.....
 - d) Late payment fees.....
 - e) Service fees.....
2. The value of fees is specified in the concluded Contract or other document as agreed by the Customer and Supplier.

X. Claims from defects in Contract goods

1. The Customer claims defects in the Contract goods identified or identifiable during inspection and during control upon handover of the Contract goods during such inspection. A record of the claim will be made in the handover or similar protocol. If the Customer does not claim any defects or does not participate in the inspection or handover of the Contract goods, and the defects could have been identified during such inspection, the Supplier is authorised to reject the Customer's claim.

2. Defects other than those specified in Art. X(1) of the Terms are handled by the Supplier from their identification, maximally within 6 months from takeover of the Contract goods.
3. The claim must be sent to the Supplier via registered mail. If the claim is justified, the Supplier will have the option, at its own discretion, of either removing the defects by a reasonable deadline, making a substitute delivery or providing an adequate discount on the price for Contract goods. The Customer is authorised to claim the Contract goods only if it has fulfilled its obligations towards the Supplier pursuant to the Contract. The claims or series of claims may not exceed the value of the delivered Contract goods.
4. The Supplier does not bear any liability for defects which:
 - a) are caused by age and normal wear and tear of the Contract goods
 - b) the Customer did not claim duly and punctually
 - c) are caused by incorrect use by the Customer/its Endcustomer of the Contract goods contrary to the instructions for use
 - d) are caused by incorrect installation of the Contract goods, if the Supplier did not perform installation itself
 - e) are caused by the use of parts and materials not approved by the Supplier
 - f) arise from the use of unsuitable operation materials, e.g. used fluids, wrong cleaning liquids or methods etc.
 - g) are caused by repairs and interventions performed or assigned by the Customer without consent from the Supplier
 - h) are caused by mechanical or other damage to the Contract goods
 - i) are caused by force majeure, for which the Supplier is not at fault, could not prevent and could not foresee
 - j) are caused by the actions of third parties other than the Supplier and without a contractual relationship with the Supplier.

XI. Warranty

1. Unless agreed otherwise in the Contract, the Supplier provides a warranty of one year on the Contract goods, including the installations. The warranty period starts on the date of transfer of the risk of damage to the Contract goods pursuant to Art. V of these Terms. However, this warranty does not apply to the part of the goodsContract goods on which the suppliers of these parts of the goodsContract goods, as subcontractors to the Supplier, do not provide a warranty. The Customer will be informed about the scope of the warranty when concluding the Contract.
2. If the Supplier provides a warranty on the Contract goods, it is liable for defects in the Contract goods which appear during the warranty period.

XII. Reservation of ownership right

1. The delivered Contract goods remain the property of the Supplier until full payment of all receivables arising from the concluded Contract has been made.
 2. The Customer undertakes that until the ownership right to the Contract goods passes to him, he shall handle the Contract goods with a reservation of ownership with due care and insure them at its own expense against the risk of fire, damages caused by water, heat, cold and theft at their replacement value.
 3. The Customer is not authorised to pledge the Contract goods with a reservation of ownership to third parties or perform the collateral transfer of ownership of the Contract goods. However, the Customer is authorised to use the Contract goods with a reservation of ownership and resell them as part of its standard business activity, provided he is not in delay with its payment obligations.
 4. Receivables accrued by the Customer towards its business partners from the sale of Contract goods originally delivered by the Supplier are assigned by the Customer to the Supplier for the purpose of securing the Supplier's receivable for payment of the price of Contract goods. The Supplier accepts such assigned receivables.
 5. The Supplier revocably empowers the Customer to collect the receivables assigned to the Supplier, as described in the previous clause, to the Supplier's account in its own name. This does not affect the Supplier's right to collect the assigned receivables itself. However, the Supplier shall not collect the assigned receivables itself and will not revoke authorisation to collect the receivables as long as the Customer duly fulfils its payment obligations. The Customer undertakes to hand over the funds acquired from its business partners in the manner described in this clause to the Supplier, who will use them to cover its own receivables from the Contract on delivery/installation of the Contract goods concluded between the Supplier and Customer.
 6. If the Customer behaves in a manner contrary to the Contract vis-à-vis the Supplier, in particular if it delays with its payment obligations, the Supplier may ask the Customer to inform its business partner about the assignment of the receivables, as described above, and to then issue to the Supplier all the references and provide all the data which the Supplier will need to apply the receivables.
 7. The working or processing or recreation of Contract goods with a reservation of ownership by the Customer will always be carried out in the name of the Supplier and with authorisation from the Supplier with its prior consent. If the Contract goods with a reservation of ownership are processed with other Contract goods, which are not owned by the Supplier, the Supplier acquires a co-ownership right to the newly created items in proportion to the value of the Contract goods with a reservation of ownership to the other processed items at the time of processing. If the Contract goods with a reservation of ownership are inseparably combined or mixed with other items, which do not belong to the Supplier, the Supplier acquires a co-ownership right to the new items in proportion to the value of the Contract goods with a reservation of ownership to the other combined or mixed items at the time of combining or mixing. If the Contract goods are combined or mixed in a manner so that the Customer's item is considered the main item, it is understood that the Customer transfers an equal part of the co-ownership right to the Supplier. The Supplier accepts this transfer. The Customer will retain such accrued exclusive ownership or co-ownership of the item for the Supplier.
 8. If the Contract goods with a reservation of ownership are pledged or exposed to other interference by third parties, the Customer is obliged (if ownership has not yet been passed to it) to inform the third party of the Supplier's ownership right and to inform the Supplier in writing without undue delay, so that the Supplier can apply its ownership right. The Customer is liable for court and out-of-court expenses incurred by the Supplier in this connection, if the third party is unable to pay these expenses to the Supplier.
 9. Furthermore, the Supplier undertakes that upon request from the Customer, it will release the part of the collateral belonging to it if the achievable value exceeds the value of unpaid receivables towards the Customer by 10%.
 10. If the Contract goods with a reservation of ownership are pledged or exposed to other interference by third parties, the Customer is obliged (if ownership has not yet been passed to it) to inform the third party of the Supplier's ownership right and to inform the Supplier in writing without undue delay, so that the Supplier can apply its ownership right. The Customer is liable for court and out-of-court expenses incurred by the Supplier in this connection, if the third party is unable to pay these expenses to the Supplier.
- XIII. Communication**
1. The contracting parties are obliged to send all correspondence to the addresses specified in the Contract or in the order and order confirmation. Written form refers also to the sending of correspondence via electronic means or fax to the addresses or contacts disclosed by the contracting parties.
- XIV. Contractual penalties**
1. Unless stipulated otherwise in the Contract or Terms, contractual penalties are due within ten days from the breach of the secured obligation.
 2. Unless stipulated otherwise in the Contract or Terms, the contracting party is authorised to claim compensation of damages in full in addition to the contractual penalty.
 3. Unless stipulated otherwise in the Contract or Term, it is not decisive whether the contractual party breached the obligation secured by the contractual penalty deliberately.
- XV. Final provisions**
1. The contracting parties shall resolve potential disputes by agreement and amicably. If a mutually acceptable solution cannot be reached in this manner, the dispute shall be resolved pursuant to the valid laws of the Czech Republic.
 2. The legal relationships between the Supplier and Customer established by the Contract on delivery and installation of Contract goods are governed by Czech material law, in particular the respective provisions of the Civil Code, as amended.
 3. The contracting parties agree on the jurisdiction of the Czech courts to resolve any mutual disputes arising from the concluded Contract, including disputes regarding its validity. The contracting parties conclude an agreement under which potential disputes shall be resolved before the District Court in Hradec Králové.

4. The Customer is not authorised to assign any of its receivables from the Contract towards the Supplier to a third party without prior written consent from the Supplier.
5. The Supplier processes, the personal data of the Customer and its employees pursuant to the General Data Protection Regulation (GDPR). Details regarding this processing are available at the link <https://www.westiform.net/prohlaseni-o-ochrane-osobnich-udaju.htm> If personal data processing requires the consent of the data subjects, the parties shall agree on whether this consent will be granted. The Customer acknowledges that if consent is not granted, the Supplier will not be able to provide the respective fulfilment.
6. With its signature, the Customer confirms that it has thoroughly read these Terms and agrees to their content, and that none of the provisions hereof are surprising for it. The Customer agrees that these Terms shall govern the Contracts which it concludes as the Customer with the Supplier.
7. The Supplier is entitled to change the wording of these Terms and Conditions. If the use of these Conditions is agreed, for example, by a framework agreement with the Customer, the change of these Conditions is effective by delivery of a new version of the Conditions to the Customer and applies to business cases concluded after the date of this delivery. In the event that the Customer does not agree with the change of business conditions, he is entitled to withdraw from the framework contract within 30 days of delivery of the changed conditions.
8. These Terms are effective from 18th January 2021 and may be adapted as required from time to time.

In dated

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Customer