

## **Terms and Conditions for the Sale of Goods of Nevoga s.r.o.**

### **1. Introductory Provisions**

- 1.1 These terms and conditions for the sale of goods (hereinafter referred to as the "**TCs**") govern the obligations arising between Nevoga s.r.o., with its registered office at Kotkova 3524/22, 669 02 Znojmo, IČ (Company Identification Number): 002 07 730, registered in the Commercial Register of the Regional Court in Brno, file number C 22099 (hereinafter referred to as the "**Supplier**"), and the customer who has concluded an agreement with the Supplier (hereinafter referred to as the "**Client**") whenever its scope is the delivery of any goods (movables) (hereinafter referred to as the "**Goods**") by the Supplier to the Client (hereinafter referred to as the "**Agreement**") and the Agreement refers to these TCs or these TCs are applied by the Parties in relation to it according to the Client's knowledge or the established practice of the Parties.
- 1.2 These TCs are an integral part of each Agreement referring to these TCs even if they are not physically attached to the Agreement.
- 1.3 The provisions of the Agreement take precedence over the provisions of the TCs. The rights and duties not specifically regulated by the Agreement or the TCs shall be governed by the relevant legal provisions. The use of customs or previous practice between the Parties, which are inconsistent with these TCs, is excluded.
- 1.4 These TCs are governed by Act no. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as the "**Civil Code**").
- 1.5 The current valid version of the TCs is published on the Supplier's website [www.nevoga.com](http://www.nevoga.com) and is available at its headquarters in printed form. In case of doubt, the binding version shall be the version which was valid on the date of entering into the Agreement unless an earlier version is annexed to the Agreement.
- 1.6 If the TCs are not annexed to the Agreement, yet the Agreement refers to them, or if according to the Client's knowledge or the practice established between the Parties the TCs are applied in relation to the Agreement, by concluding the Agreement the Client confirms that it was aware of the TCs at the time of concluding the Agreement. By concluding the Agreement between the Supplier and the Client, the Client confirms that it agrees with the content of the TCs and is bound by their content.

### **2. Price and Payment Terms**

- 2.1 Unless agreed otherwise, the price of the Goods does not include the transport of the Goods from the registered office of the Supplier. The packaging fee is included in the price of the Goods.
- 2.2 Unless otherwise expressly stated, all prices are specified excluding value added tax (hereinafter referred to as "**VAT**"). The amount of VAT will be determined in accordance with Act 235/2004 Coll., on Value Added Tax, as amended (hereinafter referred to as the "**VAT Act**"). Regardless of the VAT rate specified in the Agreement, the Supplier shall be entitled and obliged to charge VAT at the rate valid and effective at the date of the taxable event.
- 2.3 The price shall be charged in an invoice - tax document which the Supplier is entitled to issue after the delivery of the Goods to the Client. Tax documents issued by the Supplier shall include all the essentials of a tax document listed in the VAT Act. If the tax document does not contain all the mandatory requirements, the Client shall immediately notify the Supplier.
- 2.4 Any partial deliveries of the Goods shall be billed separately, and each issued invoice is payable separately and independently of other deliveries.

- 2.5 The price shall be paid by a credit transfer to the Supplier's account, cash payments shall not be accepted. The Supplier is not obliged to accept payment in another form.
- 2.6 The Client's debts shall be considered paid on the date of crediting money to the Supplier's account.
- 2.7 If the costs, which are the necessary input costs items in price calculations or in the provision of services to the Supplier (e.g. cost of materials, electricity, transport, tax, fees, customs, work provided by third parties or financing), change between the conclusion of the Agreement and the delivery of the Goods, the Supplier shall be entitled to unilaterally change the price agreed in the Agreement to the extent corresponding to the change in input costs in the form of a written notice to the Client. The Supplier shall prove such changes to the Client at its request. If the price increase exceeds 10 % of the agreed price of the Goods, the Client is entitled to withdraw from the Agreement within 2 weeks from the delivery of the notification of the price increase by the Supplier.
- 2.8 In case of default of the Client with the payment of any monetary debt, the Client agrees to pay to the Supplier interest on late payment of 5 % of the outstanding amount. Payment of the interest on late payment does not affect the obligation of the Client to pay compensation for damage.
- 2.9 The Parties exclude the possibility of a unilateral debt offset of the Client's claims from the Supplier against the Supplier's claims from the Client. The Supplier is entitled to unilaterally set off any of its claims against a claim of the Client as well as claims received from third parties.
- 2.10 The exercise of the Client's rights arising from liability for defects does not entitle the Client to suspend the payment of any part of the price of the Goods.

### **3. Delivery Period**

- 3.1 Any dates or time periods that are not expressly agreed in the Agreement as binding shall be considered indicative, non-binding details.
- 3.2 Unless a delivery period for the Goods (delivery period) is agreed in the Agreement, the Supplier shall deliver the Goods within a reasonable time period, but not less than 6 weeks after the conclusion of the Agreement. If the Agreement is a framework agreement, under which separate implementation contracts are concluded, and unless a delivery period is agreed in the Agreement, the Supplier shall deliver the Good within a reasonable period but not less than 6 weeks after the conclusion of the respective separate contract.
- 3.3 The delivery period does not begin sooner than at the moment when the technical documentation of the Goods is agreed without any doubt and any discrepancies and questions in relation to the delivery of the Goods are clarified.
- 3.4 The delivery of the Goods within the delivery period depends on the fulfilment of the Client's obligation to provide assistance, pay an advance, etc. The time period, during which the Client is in default in the fulfilment of such obligations, shall not be included in the delivery period.
- 3.5 If the Supplier finds out that the ability of the Client to pay the price of the Goods is at risk (e.g. insolvency petition, initiation of a distraint, initiation of legal proceedings against the Client, another overdue debt against the Supplier, etc.), it is entitled to refuse to deliver the Goods until the Client provides adequate security to the Supplier. If security is not provided within 2 weeks from the Supplier's request, the Supplier shall be entitled to withdraw from the Agreement.
- 3.6 The Supplier shall not be in default if the Parties agree on a change in the deliveries of the Goods in a new Agreement or an amendment to the existing Agreement. In this case, the deadlines shall be appropriately extended even if it is not explicitly stated.

- 3.7 Failure to comply with the agreed delivery period of the Goods (total or partial) or failure to fulfil the Supplier's obligations due to force majeure shall not be deemed a breach of contractual obligations and the Client will not be entitled to withdraw from the Agreement or claim sanctions stipulated by law or the Agreement (e.g. contractual fine or damages). If the so-called force majeure causes that the Supplier happens to be in default in fulfilment of its obligations, the period of performance shall be extended by the period, during which the so-called force majeure lasted. Force majeure includes mainly natural disasters (fire, flood etc.), wilful acts of third parties, uprisings, riots, strikes, lockouts, work boycotts, occupation of property essential for the fulfilment of obligations under the Agreement, interference with working order, wars (declared or undeclared), change of political situation that prevents or unreasonably impedes the exercise of rights and obligations under this Agreement, disturbances in transport, energy supply constraints, technical failures, interruption or termination of material production or any other similar cause.
- 3.8 The Parties limit the amount of potential compensation for the damage incurred by the Client due to the violations of the Supplier's obligation to properly deliver the Goods, to foreseeable, typically incurred damage and maximum up to 3 % of the price of the relevant Goods, with the exception of compensation for damage caused to a person's natural rights or caused intentionally or due to gross negligence.

#### **4. Handover and Acceptance of the Goods**

- 4.1 The place of fulfilment (delivery of the Goods) is the registered office of the Supplier, unless agreed otherwise in the Agreement.
- 4.2 If the place of performance is the registered office of the Supplier, the Supplier fulfils its obligation to hand over the Goods if it makes the Goods available at its registered office to the Client. The Supplier shall inform the Client of the readiness of the Goods for the handover. The Client fulfils its obligation to accept the Goods if it takes over the Goods ready for handover within the delivery period in accordance with the Agreement and the TCs. The Client shall notify the Supplier of the date and approximate time of the take over of the Goods in advance.
- 4.3 If the place of delivery is the registered office of the Client, the Supplier fulfils its obligation to hand over the Goods if it makes the Goods available to the Client at the Client's registered office. If delivery through a contractual carrier is arranged, the Supplier fulfils its obligation to hand over the Goods by handing over the Goods to the carrier. The Supplier shall notify the Client of the date of delivery of the Goods. The Client fulfils its obligation to accept the Goods if it takes over the Goods on the notified date of delivery of the Goods in accordance with the Agreement and the TCs. The cost of transport to the registered office of the Client shall be borne by the Client who shall pay such costs to the Supplier as billed. The risk of damage to the Goods during transport shall be borne by the Client. At the request and expense of the Client, the Supplier shall arrange insurance on the Goods covering damage to the Goods during transport.
- 4.4 The Client shall provide all assistance to the Supplier in the handover of the Goods.
- 4.5 The Client, or a representative authorised by the Client, shall confirm the delivery of the Goods by signing the delivery note. By signing the delivery note, the Goods shall be considered duly delivered and taken over by the Client.
- 4.6 The Client is not entitled to refuse to accept the Goods if the Goods do not have any defects or have only sporadic minor defects which by themselves or in conjunction with other defects do not prevent the use of the Goods. The Parties shall note any defects and unfinished work identified at the time of takeover in the delivery note, indicating a precise description of the defect. Article 6 of these TCs shall similarly apply to the remedy of such defects.
- 4.7 The Client shall also accept partial performance.

- 4.8 Unless the Parties agree otherwise in the Agreement, the Goods shall be deemed properly delivered if the relevant deviation in volume or quantity of the Goods compared to the volume or quantity of the Goods agreed in the Agreement does not exceed the tolerance determined by applicable technical standards. If no tolerance is determined in technical standards, the tolerance of 5 % above or below the volume or quantity of the Goods agreed shall apply.
- 4.9 The Supplier fulfils its obligation to deliver the Goods even if the Client in breach of the Agreement and these TCs fails to take over the Goods at the agreed time and place or refuses to sign the delivery note. The Supplier records the Client's refusal to take over performance or to sign a delivery note on the respective delivery note indicating the date and time of refusal of the performance or refusal to sign the delivery note.
- 4.10 When accepting performance from the Client, the Supplier shall give the Client one copy of the delivery note. This obligation similarly applies to the handover according to clause 4.9 of these TCs.
- 4.11 The risk of damage to the Goods passes from the Supplier to the Client upon the proper handover and takeover of the Goods by the Client, or if the Client does not accept the Goods in a proper and timely manner (see clause 4.9 of these TCs), at the moment when the Supplier makes the Goods available to the Client.
- 4.12 In the interest of preventing damage to the Goods, the Supplier shall be entitled to store any uncollected Goods at the expense of the Client in the case of delay of the Client in the takeover of the Goods.
- 4.13 In accordance with Act no. 477/2001 Coll., on Packaging, as amended, the Supplier does not accept any returns of transport and other packaging. The Client shall dispose of waste at its own expense.

## **5. Retention of Title**

- 5.1 The ownership of the Goods shall pass to the Client only upon the full payment of the price of the Goods. Until then, the Supplier shall remain the owner of the Goods.
- 5.2 Until the ownership of the Goods passes to the Client, the Client shall take care of the Goods and insure the Goods at its own expense against damage caused by fire, water or third parties with an indemnity limit of at least the agreed price of the Goods. The Client shall arrange the necessary maintenance and inspection tasks regarding such Goods in a timely manner and at its own expense.
- 5.3 If the Goods owned by the Supplier are returned from the Client based on the retention of the Supplier's title or another reason (for example due to the withdrawal from the Agreement), the Client shall bear the Supplier's expenses incurred due to the return shipping of the Goods and any related handling.
- 5.4 The Client shall store the Goods, which are subject to the retention of title, and take care of them so as to prevent their damage or deterioration. The Client is entitled to further process the Goods, which are subject to the retention of title, only provided that the Supplier does not incur any debts due to such processing and that such processed Goods can be returned to the Supplier at any time in the condition in which they were delivered to the Client, or with isolated minor deviations. The Client is entitled to otherwise handle the Goods covered by the retention of title only with the consent of the Supplier.
- 5.5 The Client shall notify the respective third parties in a timely manner that the Goods, which are covered by the retention of title, are owned by the Supplier.

## **6. Liability for Defects**

- 6.1 The Supplier is responsible for defects of the Goods which the Goods have when delivered to the Client and possibly for defects of the Goods that arise during the warranty period if the Supplier provides a guarantee for the quality of the Goods and if the quality warranty covers the defects caused.
- 6.2 The Client shall inspect the delivered Goods immediately after their delivery and promptly notify the Supplier of any identified defects. Obvious defects must be notified within 2 weeks of the delivery of the Goods at the latest. Other defects must be notified immediately after their identification, but not later than within 1 month after the delivery of the Goods or, if the Supplier provides a warranty for the quality of the Goods and if the quality warranty covers the defect caused, by the end of the warranty period.
- 6.3 The Supplier is not liable for defects of the Goods caused by the Client, especially due to inappropriate or improper use, treatment, storage or handling, failure to follow operating instructions, guidelines or directives.
- 6.4 The notification of defects must contain an accurate description of identified defects and must be sent in writing to the address of the Supplier.
- 6.5 If the Supplier acknowledges the defect reported, it shall remedy the defect within a reasonable period of time at its discretion either by repairing the defective Goods or by replacing it for faultless Goods. If the defect is not remedied in this manner or if the same defect occurs that is reported to the Supplier in accordance with this clause of the TCs, the Supplier shall proceed in accordance with the first sentence of this paragraph. If the defect is not eliminated by this solution or if it reappears and the Client cannot be reasonably asked to attempt to remedy the defect again, the Client is entitled to withdraw from the Agreement unless the Parties agree on a discount on the price of the defective Goods instead. However, the Client is not entitled to withdraw from the Agreement in the case of isolated minor defects that by themselves or in conjunction with other defects do not prevent the use of the Goods.
- 6.6 The discount on the purchase price shall be based on the level identified as the cost of remedying the defect usual at the respective place and time. If the defect is irreparable, the discount shall be determined as the difference between the price of the Goods without defects usual at the respective place and time and their price with the defect usual at the respective place and time.
- 6.7 If a review of the reported defect proves that it is not a defect of the Goods entitling the Client to make claims arising from liability for defects, the Supplier is entitled to demand reimbursement of all costs incurred by the Supplier in connection with the assessment of the defects.
- 6.8 In accordance with Section 630 (1) of the Civil Code, the Parties agree on a one-year limitation period for claims of liability for defects.
- 6.9 The Client hereby waives any further claims related to defective performance of the Supplier, especially claims for damages, with the exception of the obligation to compensate for damage caused to a person's natural rights or caused intentionally or due to gross negligence.

## **7. Termination of Obligations under the Agreement**

- 7.1 The conditions for withdrawal from the Agreement by either Party shall be governed by the relevant provisions of the law, the Agreement and these TCs.

- 7.2 The Supplier is entitled to withdraw from the Agreement if any of the following occurs:
- 7.2.1 The Client's default in payment of any monetary debt or any obligation to provide assistance to the Supplier for more than 2 weeks; the Supplier is not obliged to give the Client an additional time period to fulfil its obligations and is entitled to withdraw from the Agreement with immediate effect;
  - 7.2.2 Initiation of insolvency proceedings with any of the Parties hereto.
- 7.3 The Client is entitled to withdraw from the Agreement if the Supplier is in default in the delivery of the Goods for more than 2 weeks and fails to fulfil the relevant obligation within an additional period of 2 weeks provided by the Client in writing after the expiry of the time period under the first part of this clause.
- 7.4 The entitled Party shall notify the obliged Party in writing of the withdrawal from the Agreement together with the reason for the withdrawal without undue delay after it learns of the reason.
- 7.5 The Agreement is terminated upon the delivery of the written notice of withdrawal to the other Party.

## **8. Personal Data Protection**

- 8.1 By concluding the Agreement, the Client, if a natural person, acknowledges that the Supplier will as a personal data controller process personal data of the Client contained in the Agreement or in other documents prepared by the Parties in connection with the Agreement, and further the personal data of the Client possibly acquired by the Supplier from the Client in connection with the performance of the Agreement. Particularly the contact data and invoicing data shall be processed.
- 8.2 When maintaining and processing the personal data of the Client, the Supplier agrees to proceed in accordance with applicable provisions of law, especially with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (further as "**GDPR**").
- 8.3 The Supplier shall process the Client's personal data for the following purposes:
- 8.3.1 for the performance of the Agreement (Art. 6 (1) b. GDPR), particularly for ordering and delivery of the goods and the invoicing; for this purpose the personal data shall be processed for the duration of the Agreement,
  - 8.3.2 for the purpose of the legitimate interests pursued by the Supplier (Art. 6 (1) f. GDPR) relating to the protection of his rights linked to the Agreement, particularly to allow the Supplier to prove in case of need, how and to what extent the Agreement was performed; for this purpose the personal data shall be processed for the duration of the Agreement and for another 11 years following its expiration at the longest. The lapse of this term shall be suspended, if the Client invokes any of his rights linked to the Agreement by the Supplier or in front of the public authority, until the final decision on merits of the invoked right is delivered by the competent authority. The Client may object to such processing of his personal data pursuant to Art. 21 GDPR.

It is obligatory to provide the personal data for the above-mentioned purposes, otherwise the Supplier is unable to perform the Agreement and his right and obligations correctly.

- 8.4 The Supplier shall process the personal data on its own. The personal data may be made accessible to persons, whose access is granted by law (e.g. bodies of criminal procedure, other controlling authorities with a legal authorization to access the information), or to other persons, if necessary for the protection of the Supplier's rights (e.g. a court).

- 8.5 Being the data subject, the Client has all the rights pursuant to GDPR, particularly:
- 8.5.1 the right to obtain confirmation as to whether his personal data are being processed, and, where that is the case, access to such personal data and further information stipulated in Art. 15 GDPR, particularly the purpose of the processing, the categories of personal data concerned, recipients or categories of recipients to whom the personal data have been or will be disclosed, and the envisaged period for which the personal data will be stored;
  - 8.5.2 the right to obtain rectification of inaccurate personal data in accordance with Art. 16 GDPR;
  - 8.5.3 the right to obtain erasure of personal data if the conditions stipulated in Art. 17 GDPR are fulfilled, e.g. the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed;
  - 8.5.4 the right to restriction of processing if the conditions stipulated in Art. 18 GDPR are fulfilled, especially if the Client contests the accuracy of the personal data;
  - 8.5.5 the right to receive the personal data in a structured, commonly used and machine-readable format and have the right to transmit those data to another controller without hindrance from the Supplier;
  - 8.5.6 the right to lodge a complaint with the competent supervisory authority if he considers the GDPR to be infringed by the data processing; in the Czech Republic the competent supervisory authority is The Office for Personal Data Protection with its registered seat at Pplk. Sochora 27, 170 00 Praha 7.
- 8.6 If the Client (including the juridical person, e.g. a company) transmits to the Supplier personal data pertaining to a third person, e.g. to his employee as a contact person for the contract performance, he is obliged to secure that such personal data are transmitted to the Supplier in accordance with the GDPR. The Client is particularly obliged to secure that such third person is informed in accordance with the GDPR that its personal data are to be submitted to the Supplier and for what purpose.

## **9. Confidentiality and Intellectual Property**

- 9.1 The Parties agree to keep confidential all facts of which they learn in connection with the performance of the Agreement and data marked by either Party as trade secrets, even after the termination of obligations under the Agreement, unless this obligation is waived by a generally binding regulation and/or a final and enforceable decision of an administrative body or court.
- 9.2 Each Party shall commit its subcontractors to confidentiality at least in the extent of this article of the TCs.
- 9.3 The Client acknowledges that the Supplier has intellectual property copyrights to all ideas, drawings and other documents that were provided to the Supplier in connection with the Agreement. These materials must not be disclosed to third parties without the Supplier's consent and must be immediately returned to the Supplier at its request.
- 9.4 If it has been agreed that the Goods will be manufactured by the Supplier according to documents or instructions provided by the Client, the Client agrees to ensure that the manufacture and delivery of such Goods do not infringe any third-party rights.

**10. Applicable Law, Jurisdiction**

- 10.1 The law applicable to the Agreement, TCs and all related legal relationships between the Client and the Supplier is only the law of the Czech Republic. The application of international conventions, such as the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG or UNCITRAL), as amended, or other international conventions or agreements replacing them is hereby expressly excluded.
- 10.2 In case of disputes arising from the Agreement or the TCs, courts of the Czech Republic shall have jurisdiction; local jurisdiction of the District Court in Znojmo or the Regional Court in Brno in the first instance depending on the subject of the court proceedings.

**11. Other Provisions**

- 11.1 The Client shall take all the steps necessary to export the Goods to the country of the destination, particularly obtain the relevant import and currency permits. If the Client finds out about any facts that prevent or impede the export of the Goods, the Client shall immediately notify the Supplier. If the method of obtaining or the validity of the necessary export documents are challenged, the Supplier is entitled to ask the Client to provide an explanation or remedy the situation within an additional time period of at least 2 weeks. After the futile expiry of this time period, the Supplier is entitled to withdraw from the Agreement while the Client shall reimburse the Supplier for any costs incurred in connection with the performance of the Agreement.
- 11.2 If circumstances change after the conclusion of the Agreement to the extent that the performance under the Agreement becomes more difficult for either Party, it shall not change its obligation to repay its debt. The Client hereby assumes the risk of changes in circumstances pursuant to section 1765 (2) of the Civil Code.
- 11.3 The Client shall not be entitled to assign or otherwise transfer or pledge its rights or obligations arising from the Agreement or the TCs or arising in connection with the TCs as well as with the Agreement itself to a third party without the prior written consent of the Supplier.
- 11.4 If any provision of the Agreement or the TCs proves to be illusory (trivial), the influence of such defect on other provisions of the Agreement and the TCs shall be assessed similarly under Section 576 of the Civil Code.
- 11.5 The Parties exclude the application of the following provisions of the Civil Code to the Agreement and the TCs: Section 557, Sections 1793 – 1795, Section 1799, Section 1800 and Section 1805 (2).
- 11.6 The Agreement and the TCs contain the entire agreement regarding the subject-matter of the Agreement and all matters that the Parties were supposed to and wanted to arrange in the Agreement and that they consider important for the binding nature of the Agreement. No action of either Party taken in the negotiation of this Agreement or the TCs or action taken after the conclusion of the Agreement shall be interpreted as contrary to the express provisions of this Agreement or constitute any obligation of either Party, unless the Agreement states otherwise.
- 11.7 The Parties are required to notify the other Party without undue delay of any facts that might affect the content of the contractual relationship established by the Agreement.
- 11.8 Unless otherwise provided by these TCs or the Agreement, the Agreement may be changed or amended only by agreement of the Parties in the form of written and sequentially numbered amendments.



- 11.9 If any provision of these TCs or the Agreement is held invalid, it shall not affect the validity of the remaining provisions or arrangements or previously implemented legal acts or conduct. The Parties agree to replace any invalid provision with a new, valid provision to achieve effects that are as close as possible to the original intention of the Parties regarding the effects of the invalid provision.
- 11.10 These TCs come into effect on May 25, 2018 and replace all preceding TCs.