



## **General Terms and Conditions** **(including sales, maintenance, inspections and monitoring)**

### **Article 1 GENERAL TERMS AND CONDITIONS**

1. These General Terms and Conditions (the **"T&C"**) are an integral part of the commercial agreements for the supply of goods and service agreements between AHI CARRIER CZ s.r.o., Business ID No. 28896599, with its registered office at Stýblová 253/13, 149 00 Praha 4, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Entry 151740 (the **"Company"**), as the seller or service provider, and the client as the buyer or recipient of services (the **"Customer"**) (the **"Agreement"**). Additions and changes to these T&C are only binding if made in written form. For the avoidance of doubt, the Agreement also includes these T&C, unless the explicit provisions in the Agreement agree to deviate from these T&C. These T&C therefore apply to any and all supplies of goods from the Company to the Customer and the legal relations arising in this connection between the Company and Customer.
2. Application of any T&C of the Customer is hereby excluded; only these T&C will apply to the conditions of the Agreement.
3. Deviations from these T&C can be made only on the basis of a written Agreement or other written accord between the Parties.
4. The Company reserves the right to change these T&C unilaterally. The Company must inform the Customer of a change in the T&C in the manner customary for communication between the Customer and Company (announcing the change in T&C by email or letter sent to the Customer's address is considered sufficient for these purposes) at least 30 days before the new T&C are planned to take effect. The Customer has the right to reject the changes in the T&C and terminate the Agreement on those grounds only before the changes take effect.

### **Article 2 AGREEMENT**

1. Any offers of goods in catalogues or other advertisements of the Company are not a binding offer to supply goods; Section 1732(1) and (2) of Act No. 89/2012, the Civil Code, as amended (the **"Civil Code"**), is therefore excluded from application to such an offer from the Company. The Agreement is concluded only upon unconditional written acceptance of the proposal to conclude the Agreement on the part of the Company, if the proposal was submitted by the Customer; otherwise the Agreement is concluded upon unconditional written acceptance of the proposal from the Company by the Customer.
2. By concluding the Agreement the Customer consents to and expressly accepts these T&C. By concluding the Agreement the Customer confirms that they are familiar with these T&C, have read through the T&C and do not consider any provision herein reasonably unexpected.
3. If the subject of the Agreement is the services under the service agreement, the order/proposal to conclude an agreement must state the period for which the Agreement is to be concluded.
4. The Company reserves the right to change the specifications of the goods that are the subject of the purchase agreement (the **"Goods"**) or services that are to be the subject of the service agreement (the **"Services"**), if necessary to comply with the law or due to changes in design. The Company reserves the right to change the specifications of any Goods or Services ordered by the Customer, provided that the change has no material effect on the quality or configuration of the Goods or Services ordered by the Customer.
5. Unless both Parties agree otherwise in writing, the Customer must deliver to the Company, at its own expense and sufficiently in advance, all necessary documents or other materials and all necessary information related to the Services so that the Company can secure all the Services under the Agreement.
6. Any technical drawings or other intellectual property in any of the Customer's confidential information belong to the Customer. The property, copyright and/or other intellectual property in any of the Company's confidential information belong to the Company, and the Company's confidential information will be available for the Customer's use only for the purposes anticipated in the Agreement in the relevant period. The Customer guarantees that it will not copy any confidential information of the Company and/or use of confidential information related to the provision of Services or pass it on to third parties, and that the Customer must indemnify the Company in the event of suffering loss, damage or harm, or in the event of additional costs or expenditures or other receivables in connection with such breach.
7. Any and all technical drawings and documents relating to the Goods or production of the Goods and submitted by one Party to the other Party before or after concluding the Agreement remain the property of the submitting Party. Technical drawings, technical documentation and other technical information received by one Party may not be used for any purpose other than their intended purposes, and especially may not be disclosed to third parties, without the consent of the other Party.
8. As soon as the order/proposed agreement has been made by the Customer, the Customer no longer has the opportunity to cancel it unless the Company grants its written consent and the Customer agrees to pay all expenditures involved in cancelling the order and/or other conditions set by the Company.
9. The Customer acknowledges that as soon as the Service or Goods are delivered, the price for the Service or Goods (used or unused) is non-refundable and the Company will not accept the Goods for return.



## **General Terms and Conditions** (including sales, maintenance, inspections and monitoring)

### **Article 3 PLACE, TIME, DELIVERY METHOD, AND OWNERSHIP RIGHTS TO THE GOODS**

1. The delivery of Goods to the Customer is contingent upon concluding an Agreement, and if the Customer is not yet registered in the Company's accounting system, then also advance payment of the purchase price for the Goods, unless the written Agreement states otherwise.
2. The Company undertakes to deliver the Goods to the place of performance, which is usually the Customer's registered office, unless agreed otherwise in the Agreement, and enable the Customer to acquire ownership rights to the Goods.
3. If, at any time after entering into the Agreement, the Company becomes reasonably concerned that the Customer will not meet its obligation to accept the Goods or pay the price in a due and/or timely manner, in particular due to the existence of overdue receivables or insolvency on the part of the Customer, the Customer is entitled to refuse to deliver the Goods, up to the moment the Customer provides surety for payment of the price that the Customer deems sufficient for the situation.
4. The Customer undertakes to accept the Goods, examine them and become familiar with the condition of the Goods at the time of delivery, and to pay the Company the price for the Goods. The Customer must accept the Goods even if delivered only partially. However, partial delivery of the Goods does not extend the agreed deadline for delivery. The Customer must confirm acceptance in writing upon handover of the Goods.
5. If the Customer does not provide cooperation for delivering the Goods (handover) or does not accept the Goods in accordance with the Agreement or these T&C, the Customer must reimburse the Company for all costs, in particular costs connected to sending and delivering the Goods, as well as all damage caused to the Company by breach of this obligation, including lost profits and any and all subsequent and indirect damage. For the elimination of doubt, the Parties have agreed that failure to confirm the handover report by either Party does not under any circumstances mean that the Goods were not delivered and accepted.
6. The Company is entitled to deliver the Goods to the Customer even before the agreed deadline for delivery, and in such a case the Customer must duly accept the Goods; Section 2101(1), second and third sentence, of the Civil Code does not apply to the Agreement.
7. The Customer undertakes to provide the Company with all cooperation required and necessary in connection with performance under the Agreement. The Company is not in delay with performance of the deadlines and time frames set in the law or in the Agreement, including the deadline for delivery of the Goods, if it is unable to perform its obligation due to a delay or obstacle on the part of the Customer. In such a case the deadline for delivery of the Goods, as well as any and all other related deadlines and time frames set by the Agreement and relevant legal regulations, are extended by the time for which the Customer was in delay with performing the Customer's obligations arising from the Agreement, including appendices, and valid legal regulations, until such time as the Company demonstrably learned that the Customer was no longer in delay. The provisions in the previous sentence have no impact on the Company's right to withdraw from the Agreement.
8. Ownership rights to the Goods pass to the Customer upon complete payment of the price pursuant to Article 4 of these T&C or the relevant provisions of the Agreement, including payment of any potential accessions and contractual penalties. Until such time as the price is paid including any potential accessions, the Customer is entitled to transfer ownership rights to the Goods delivered by the Company only in the course of ordinary business dealings.
9. The Customer must provide the Company and persons designated by the Company with any and all cooperation necessary, including securing the same from other persons, so that the Company can reserve ownership rights (or so the Company has access to the Goods for disassembly and removal) with as little expenditure of costs and time as possible.
10. The risk of damage to property passes to the Customer upon handover of the Goods to the Customer or upon handover to the first carrier for transport for the Customer, whichever comes first. This risk of damage to the Goods passes to the Customer even if the Company does not hand the necessary documents over to the Customer, or if it does not give instructions or provide some other cooperation agreed in the Agreement or required by the Company.

### **Article 4 PRICE AND PAYMENT METHOD**

1. Unless the Agreement or previous arrangements of the Parties stipulate otherwise, all deliveries of Goods or provision of Services are subject to the prices in the Company's current price list (the "Price List"). All prices of Goods or Services in the Price List are given in Czech crowns excluding VAT.
2. The prices in the Price List do not include transport costs, unless stipulated otherwise by the written Agreement.
3. If no fixed price has been agreed for the period for which the Services are provided, the Company is entitled to change its standard prices listed in the Price List; the Company must inform the Customer of such change in writing at least 30 days in advance.
4. If replacement parts are supplied as part of the provision of Services, the sale of said parts is subject to these T&C. Any parts and components disassembled as part of the provision of Services by the Company are the property of the Company.



## **General Terms and Conditions** **(including sales, maintenance, inspections and monitoring)**

5. The price is payable on the basis of an invoice in the currency and manner stipulated in the Agreement. Unless agreed otherwise, invoices are payable 14 days after issue. Payment is deemed complete upon being credited to the Company's bank account. Section 2108 of the Commercial Code does not apply to the Agreement.
6. If the Customer does not pay a receivable to the Company in a due and timely manner, the Company is entitled to interest on late payment in the statutory amount.
7. The Customer cannot refuse to pay an invoice or other type of payment to the Company due to any compensation requested or set the Customer's receivable off against a receivable toward the Company that the Customer may hold or claim for any reason.
8. The Customer is liable for damages incurred as a result of incorrect or insufficient instructions or information provided by the Customer. The Customer is further liable for defective materials supplied by the Customer and for any damage to the Goods caused by the Customer.

### **Article 5. CUSTOMER'S OBLIGATIONS**

1. Unless agreed otherwise in the Agreement, the Customer must secure: (a) suitable cooperation in all matters concerning performance of the Company's obligations under the Agreement; (b) proper and clear instructions to the Company regarding the Customer's requirements related to the Services or the Agreement; (c) suitable conditions for assembling the Goods or providing the Services, in particular a suitable building, scaffolding and any other matters so that the Services can be provided and the Goods can be assembled and put into operation; (d) all preparatory work, such as building demolition, carpentry, plumbing, electrical or other work, and all necessary materials not supplied by the Company; (e) compliance with all regulations and all necessary permissions so the Company can perform the Services or assemble the Goods, including (but not restricted to) those related to closing access roads;
2. If the Customer does not meet one of its obligations under this Article, the Company is entitled (without impacting any other entitlements the Company may have) to suspend the provision of Services and/or refuse assembly of the Goods, and/or to charge the Customer for additional costs incurred by performing the Services or assembling the Goods or putting them into operation.

### **ARTICLE 6. WARRANTY, LIABILITY FOR DEFECTS AND LIABILITY**

1. The customer must review the Goods upon delivery and inform the Company immediately of any defects discovered. The Company is not liable for defects that could have been discovered in this manner but were only discovered after delivery due to failure to review them at the time.
2. The Customer will inform the Company of any defects discovered by registered letter or email. The time frame for making a timely warranty claim is determined by the post office stamp on a register letter or the time stamp on an email. The Company must send the Customer confirmation of receipt of the warranty and the Company's position on the claimed defect within five (5) business days of receiving the letter or email.
3. If the Goods show apparent defects, the Customer has the right to require the Company to remove the defects. The Company is entitled to choose the method of removing the defects.
4. If delivery of defective Goods constitutes material breach of the Agreement, the Company has the right to choose between delivering the missing Goods, delivering replacement Goods, removing the defects and providing a discount.
5. The Company is liable for ensuring that the Goods delivered under the Agreement are fully functional and meet the technical parameters set forth in the Agreement as of the date of delivery. The Company guarantees that the Goods are mechanically fit for the purpose for which they are expressly intended. This warranty begins on the date of delivering the Goods and lasts for twelve (12) months. The Customer has no rights under the warranty if the defect was caused after the risk of damage to property passed to the Customer by an external event, provided that the defect was not caused by the Company.
6. If delivery of defective Goods constitutes non-material breach of the Agreement, the Company has the right to choose between delivering the missing Goods, removing the defects or providing a discount.
7. Unless stated otherwise in the Agreement, the Company is liable only for actual damage caused to the Customer by demonstrable and culpable breach of the Company's obligations; the Company is not liable for indirect damage or lost profits. If the actual damage consists of creating a debt, the Customer has no rights with regard to the Company, in particular the Customer is not entitled to have the Company waive the debt or provide a replacement. In the case of a dispute the burden of proof regarding the Company's Culpability is on the Customer. The Company's liability for damage under the Agreement is restricted to the maximum amount corresponding to the price excl. VAT for the Goods or Services. This does not apply to damage the Company caused deliberately. The Company's obligation to pay compensation for damage not duly exercised against the Company expires at the end of the warranty period.
8. The Company does not bear liability for subsequent damage under any circumstances. Unless stated otherwise in the Agreement, the Customer is not entitled to make any claims against the Company arising from production losses, lost profits, loss of business contacts, subsequent or indirect



## **General Terms and Conditions** **(including sales, maintenance, inspections and monitoring)**

damage or losses of any kind (including any damage from loss of business profits, decreased turnover, interruption of business, loss of credibility, damage to reputation, loss of business information or any other financial losses or harm).

9. The Customer has the right to withdraw from the Agreement if all the following conditions are met: a) the Goods have a defect that negatively impacts their fitness for purpose (operational properties); b) the Customer allows the Company to access the Goods as requested and the Company does not remove the defect within thirty (30) calendar days of receiving the written warranty claim from the Customer.
10. The Company's overall obligation arising from its liability toward the Customer (whether arising due to breach of warranty, breach of Agreement, civil offences including neglect, etc.) may not under any circumstances exceed the price for performance provided to the Company that the Customer paid for the part of the Goods and/or Services that is unsuitable or defective.
11. The safety information about use of the Goods was provided prior to concluding the Agreement, and the Customer is responsible for ensuring compliance with the obligations and instructions contained in this information and/or the statutory regulations and best practices. The Customer must ensure that the safety information is also emphasized to the end user. The Company is not liable for any breach of the rules stipulated in this information on the part of the Customer or end user for whom the safety information or regulations are intended.

### **Article 7 NON-PERFORMANCE OF OBLIGATIONS UNDER THE AGREEMENT AND TERMINATION OF THE AGREEMENT**

1. If the Customer is not capable of paying the invoice or contractual amount pursuant to the order form on the due date or if the Customer becomes insolvent or if the Customer commits serious breach of the Agreement and does not remedy the breach after being notified to do so by the Customer, then any and all obligations of the Customer toward the Company arising from the Agreement or any other agreements will become payable immediately and the Company will be entitled to suspend or cancel any further deliveries of Goods or Services to the Customer on the basis of any agreement made between the Company and Customer, without any liability on the part of the Company and/or to terminate the Agreement and all other agreements made with the Customer without any liability on the part of the Company.
2. The Customer must reimburse the Company for costs incurred when enforcing the Company's rights arising from the Agreement (including costs of legal representation) without limitation as to amount.
3. In the event of termination of the Agreement on the part of the Customer for any reason the Company reserves the right to require the Customer to pay the costs incurred by or related to the termination of the Agreement.

### **Article 8 CONFIDENTIALITY**

1. Any and all information of a commercial nature that the Parties acquire while performing under the Agreement is deemed trade secret pursuant to Section 504 of the Civil Code. The Parties must protect this information and conceal it from third parties. This obligation remains in force even after termination of the Agreement or other form of cooperation between the Parties, for a period of at least 48 months.
2. The Customer is not entitled to act on behalf of the Company or on the Company's account under any circumstances. The Customer undertakes to fully respect the business name and intellectual property rights of the Company and/or its suppliers, in particular trademarks, industrial designs and utility models and other rights not enjoying direct legal protection (know-how, logo, etc.), even after termination of the contractual relationship.

### **Article 9 PROCESSING OF THE CUSTOMER'S PERSONAL DATA**

1. The information on processing of the Customer's personal data by the Company and the information on the Customer's rights related to such a processing is published within the Personal Data Processing Statement available at the Company's webpage <https://www.ahi-carrier.cz/cz/about-ahi-carrier/?t=3>

### **Article 10 ANTI- CORRUPTION**

1. Customer shall use its best endeavours to ensure that neither it nor any of its affiliations, agents, or other person associated with or acting on behalf of the Customer, (i) uses any of its funds for an unlawful contribution, gift, entertainment or other unlawful expense; (ii) makes any direct or indirect unlawful payment to any foreign or domestic government official or employee from its funds; (iii) violates or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977; or (iv) makes any bribe, payoff, influence payment, kickback or other unlawful payment.
2. Any breach by Customer of this Article will be a material breach of the Agreement and shall entitle the Company to cancel the Agreement immediately without any further obligations towards the Customer.
3. The Customer shall conduct its respective business affairs under this Agreement in accordance with the principles set forth within the Company's code of ethics, code of conduct, or similar policies, including without limitation those relating to discrimination against employees, bribery of any person or companies, domestic and foreign public officials, protection of international human rights and environmental responsibility.



## **General Terms and Conditions** **(including sales, maintenance, inspections and monitoring)**

### **Article 11 REPRESENTATIONS OF CUSTOMER**

1. The Customer hereby represents, warrants and agrees that no money or thing of value has been or will be paid, offered, given or promised by Customer, his agents or employees, directly or indirectly to:
  - a) Company, its shareholders or any of its subsidiaries or affiliates or to any directors, officers or employees of Company (hereinafter in this referred to as "Company Group"), other than the Service Fee in accordance with the provisions of this Agreement; or
  - b) any person, firm or corporation, at the direction of or arrangement with Company Group; or
  - c) any political party or official thereof, any candidate for political office, or any officer, employee or agent of any government or instrumentality of any government, for purposes of: (i) influencing any act or decision of such party, official, candidate, officer, employee or agent, in his or its official capacity, including a decision to fail to perform his or its official functions; or (ii) inducing any such party, official, candidate, officer, employee or agent, to use his or its influence with a government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality,  
in order to assist Customer in obtaining or retaining any business that involves providing Services or sale of Goods.
2. Notwithstanding any provision to the contrary, the Agreement may be unilaterally terminated effective from the date of written notice by Company if:
  - a) Company has reason to believe that the representations and warranties made by Customer in this Article hereof are no longer valid, or
  - b) Company, in its sole discretion, determines that any of the provisions of the Agreement violates or contravenes any laws or regulations applicable to the Company or its shareholders or the sales territory.
3. Termination under this Article hereof shall be deemed a termination for just cause, relieving Company of any obligation to have any further dealings or obligations with the Customer under the Agreement.

### **Article 12 CODE OF ETHICS**

1. The Company is committed to the highest legal and ethical standards in the conduct of its business. The Customer acknowledges that it has been provided with a copy of the Company's Code of Ethics and by concluding the Agreement warrants that it has read, understood and agrees to be bound by the contents thereof.

### **Article 13 GENERAL**

1. The legal relationships between the Parties established on the basis of the Agreement or other form of cooperation between the Parties are governed by Czech law.
2. If the individual provisions of the arrangements between the Company and Customer become ineffective, invalid or unenforceable, or if they contain lacunae, this shall have no effect on the effectiveness, validity or enforceability of the other provisions. The ineffective, invalid or unenforceable provision must be replaced with a provision as close as possible to the meaning and purpose of the original provision and the intention of the Parties as expressed in said arrangements. The same shall apply in the event of lacunae in the arrangements, in which case a provision must be agreed as close as possible to what would have been agreed if the Parties had taken the circumstances into account upon entering into the arrangements.
3. The Company is entitled to set off its receivable toward the Customer against any receivable of the Customer toward the Company.
4. The Parties have agreed that all disputes between them are to be handled primarily by amicable means.
5. In the event of a judicial dispute based on the commercial relationship between the Customer and Company governed by the current T&C, the local jurisdiction of the general courts for the participants is set with reference to Section 89a of the Civil Procedure Code so that in matters concerning relations between business entities arising from business activities the first-instance general court with local jurisdiction is that of the Company in Prague, unless the law stipulates exclusive jurisdiction of a different court for certain specific cases. The Agreement is governed and interpreted in accordance with the laws of the Czech Republic, in particular the Civil Code.
6. One of the Parties can release itself from the obligation to provide compensation if it can prove that it is prevented from fulfilling its obligation under the Agreement, whether temporarily or permanently, by extraordinary obstacle(s), independent of the Party's own will, that cannot be anticipated or overcome. However, the Party is not released from its obligation to provide compensation if the obstacle arose from personal circumstances, arose only after the Party was in delay with performance of its obligations, or the Party was required to overcome said obstacle pursuant to the Agreement.
7. These T&C enter into effect on November 1, 2018.