

GENERAL CONTRACT AND DELIVERY TERMS MAUTING

Article 1

Definition of terms

- (1) Contractor shall mean Mauting, spol. s r. o. irrespective of being a maker or a seller.
- (2) Customer shall mean person which showed interest to make a contract with the contractor.
- (3) Consumer shall mean person which made a purchase contract, which the Terms refer to, irrespective of being an orderer or a buyer with the contractor.
- (4) Contract shall mean either an agreement made by procedure in accordance with Art. 4 subsection 5 or an agreement made in accordance with effective legal rules by another legally significant manner (hereinafter “Contract”).

Article 2

General contract and delivery terms Mauting (hereinafter „Terms“) regulate framework terms for realisation of delivery and prospective assembly of Mauting products, eventually for individual Mauting service deliveries.

Article 3

Obligatory force of trading conditions

Contractor declares to make contracts only upon the terms. Any modifications, amendments or reservations require express approval of the contractor.

Article 4

Contract making

- (1) Contractor shall produce in accordance with customer’s requirements given in writing or orally an offer to make a contract on a contract form (hereinafter „Form“).
- (2) For a valid offer to make a contract, the Form must include at least:
 - a) Identification and specification (as accurate as possible) of goods that is subject to the Contract,
 - b) Price specification without VAT,
 - c) Reference to delivery parity in accordance with delivery INCOTERMS valid at the time of the sending of the offer to make a contract, if shall be fulfilled with help of the Terms.
 - d) Text, by which the General contract and delivery terms Mauting shall be incorporated.
- (3) Confirmation of the Form shall be realised by signature which must include at least:
 - a) name, family name and position of the person entitled to make a contract and
 - b) a signature in his own hand.
- (4) The Contract is made at the moment of delivery of the unreservedly confirmed Form to the Contractor.

Article 5

Reservations, objections and amendments

- (1) If the customer encloses any reservations to the Form before or at the moment of its signing, these shall represent a counteroffer which requires an unreserved approval of the Contractor.

- (2) If the situation in accordance with subsection 1 appears, Contractor shall produce a new Form in accordance with amended data and parties shall proceed further in accordance with Art. 4.

Article 6

Basic obligations

- (1) Upon the Contract, contractor shall deliver to the consumer:
 - a) goods set in the Contract and shall convey property right to this goods on the consumer and/or
 - b) contracted assembly services or shall carry out another contracted service.
- (2) Contractor shall meet his obligations in periods given by the Contract. Contractor may default the term of performance only for reasons stemming from the character of his business that he had not expected at the time of signing the Contract. In case of default consumer is entitled to require stipulated damages in the extent of 0,05 % of the goods price for each day of the default, beginning with the 11th day of the default. This provision shall not apply in case the delay was caused by reasons excluding liability (especially force majeure in accordance with Art.25).
- (3) Contractor is obliged to inform the consumer immediately about the default caused under conditions set in subsection 2.
- (4) Consumer shall pay the price for performance set in the Contract.
- (5) Property right to subject of the contract shall not be passed to consumer before the total price has been paid.

Article 7

Goods quality

Contractor declares that goods and services he is delivering has been provided in accordance with effective legislation in the place of his seat and by keeping quality standards in accordance with ISO 9001.

Article 8

Goods documents and goods package

- (1) Contractor shall deliver following documents together with the goods:

a) Invoice counterpart	3x
b) packing list, if required extra by consumer	3x
c) quality certificate made out by contractor if required extra by consumer or state authorities	3x
d) Technical terms (i.e. document containing terms of device connection, connection diagram, operation terms and certification data obtained by contractor for the device production)	1x
e) Instruction manual	1x
f) Programming manual	1x
- (2) Contractor shall enclose further goods documents upon agreement with consumer.
- (3) Contractor shall state the most accurate weight data possible (without weighing if not extra stipulated) in the documents of dispatch and an information about number of parts of the delivery.
- (4) Contractor shall pack the goods in such manner that it is protected from damage and devaluation during the shipping. Shall the goods be trans-shipped or a specific means of transport is required, contractor shall pack the goods for such purposes upon an agreement with the consumer. Contractor shall state following information on external containers of each separately packed piece:
 - a) contract number or possibly number of consumer's order,

- b) information about consumer,
- d) number of each piece,
- e) possible further information required by consumer or state authorities.

Article 9

Goods container and dealing with it

Container makes a part of the goods. Consumer is obliged to treat the container as a waste in accordance with generally binding legal regulations.

Article 10

Liability for defects of delivered device (goods)

- (1) Contractor shall be liable for the fact that the goods is in accordance with terms stemming from Technical terms or possibly from Instruction manual, the Contract and terms.
- (2) Liability for defects of assembly is separate subject to the terms.

Article 11

Apparent defects of delivered device

- (1) Consumer is obliged to organise inspection of goods within 7 days after date of delivery from contractor's production factory. Parties may agree individually on a different period for the inspection of apparent defects.
- (2) In case the goods has apparent defects, i. e. defects that can be detected by looking, especially defects of number of pieces and of package, consumer is obliged to send a document to contractor immediately after the defects are detected. In this document, consumer shall :
 - a) Notify the defects to contractor, part of such notification shall be:
 - 1. identification of delivered goods by its serial number or possibly contract number,
 - 2. description and extent of the defect,
 - 3. photo-documentation which helps to identify the character of the defect, if photo-documentation is possible with regard to character of the defect.
 - b) Give choice of his claim arising from liability for defects in accordance with Art. 14 in case the claim is legitimate.

In case obligations set in this subsection are not fulfilled, claims arising from liability for defects shall forfeit.

- (3) Contractor is obliged to notify his opinion of the claim within 14 days after the delivery of documents set in subsection 2.
- (3) If a defect consists in material, a component or a procedure supplied by the third subject, conditions of responsibility for them is governed by regulations determined by the Contract and Terms. However contrary to the previous sentence Contractor shall be entitled to refer to conditions of responsibility, which are valid between him and the third subject.
- (4) Liability for defects set in this article shall not come into existence if the defects had been caused after the passing of risk of damage of goods by external events not caused by contractor. The liability also does not cover situations when the defect is caused by an incorrect manipulation or storage contradicting Technical terms and Operation manual.

Article 12

Further defects of delivered goods and quality guarantee

- (1) Contractor guarantees a complete functionality of delivered device for the period of 12 months after the date of installation, at longest for 14 months after the date the device had been transported from contractor's production factory.
- (2) If Consumer detects defects concerning functionality of the delivered equipment, he is obliged to send in reasonable time a defect notice to Contractor, i.e. document where the defects are sufficiently described.
- (3) Recommended contents of the notice according to the subsection 2 are as follows:
 - a) identification of the delivered goods with the serial number, eventually the contract number.
 - b) description and range of the defect
 - c) photo documentation showing exactly the character and range of the defect, if making photo documentation is possible with regard to the character of the defect.
- (4) In case obligations set in the subsection 2 are not fulfilled, claims arising from liability for defects shall forfeit
- (5) Contractor is obliged to notify his opinion of the claim within 14 days after the delivery of documents set in subsection 2.
- (5) If a defect consists in material, a component or a procedure supplied by the third subject, conditions of responsibility for them is governed by regulations determined by Contract and Terms. However contrary to the previous sentence Contractor shall be entitled to refer to conditions of responsibility, which are valid between him and the third subject.
- (6) Liability for defects set in this article shall not come into existence if the defects had been caused after the passing of risk of damage of goods by external events not caused by contractor. The liability also does not cover situations when the defect is caused by incorrect manipulation or storage contradicting Technical terms or Operation manual.

Article 13

Claims of defects

- 1) In case goods has defects in accordance with Art. 11 and 12, consumer is entitled to following claims of defects:
 - a) exchange of the defective part for a new one,
 - b) repair of the defective part or – in case of an aggregate defect – exchange for another operating aggregate,
 - c) reduction up to price of damaged or defective part, at highest to 5 % of total price of relevant device without VAT.
- (2) Claims in accordance with subsection 1 cannot be asserted concurrently without previous written approval of contractor.
- (3) Costs regarding realization of claims of defects shall be born by contractor.
- (4) Contractor does not suppose the amount of damage that might arise for the consumer to be higher than the value of delivered goods.

Article 14

Some further obligations concerning shipping

- (1) Regardless stipulated delivery terms (especially Incoterms parity, in case it was stipulated) and regardless regime of liability for defects, consumer is always obliged to:
 - a) Properly check condition (especially integrity) and complexion of number of delivery during pick up of the goods from carrier.
 - b) Immediately notify finding of any delivery damage to carrier and to request carrier to write down a note of damage of the delivery. Consumer is concurrently obliged to notify the damage within 5 days after the pick up of delivery to contractor and to send him the note in accordance with letter a).

- (2) In case consumer himself or by someone else secures transport of goods to foreign countries outside the European Union, he is obliged to return Single Administration Document or a different document, on the basis of which the goods were cleared for export, to contractor within 30 days after the date of delivery from production factory of contractor. If the duty in accordance with previous sentence is breached, contractor is entitled to charge consumer an amount corresponding VAT of goods to which Single Administration Document had not been returned upon the invoice. Payment of this amount is realized in the same manner as payment of price (Art. 21).

Article 15

Basic assembly provisions

- (1) Provisions of the Art.16 to Art.19 refer to:
- a) an assembly, which is provided together with the delivered device (goods) under the Contract
 - b) an assembly or another similar service, which is provided separately under the Contract.
- (2) Provisions of the Art.16 to Art.19 shall be applied, if the Contract doesn't determine other conditions of implementation of assembly.
- (3) If the service agreed in the Contract doesn't correspond by its nature to the assembly works stated in the Art.16, provisions of the Art.16 are not applied.

Article 16

Assembly of device

- (1) If nothing else results from the Contract, it includes the assembly:
- a) Placing of delivered device in a place where it shall be put into operation, without connection to energy and other necessary media,
 - b) Putting the device into operation including test of functionality,
 - c) Consumer training for manipulation with the device.
- (2) Costs for activities in accordance with subsection 1, including costs for travel and accommodation of persons realizing the mounting in a suitable place shall be born by consumer, unless parties agree differently.
- (3) Before starting the mounting, possibly within such periods of time during the assembly so that smooth process of the mounting and term of its finishing are not jeopardized, consumer is obliged to secure:
- a) Access to place of assembly in extent required by contractor,
 - b) Service line for contractor's devices used for the assembly,
 - c) Place for manipulation and means for manipulation in such extent so that it is possible to secure the device assembly safely and without unnecessary manipulation,
 - d) That the surface for the device installation is in accordance with contractor's requirements (i. E. generally horizontal with admissible deviation transmitted by contractor),
 - e) That service line, water supply, compressed air supply (possibly supply of gas, steam, or coolant if required by type of delivered device) lead up to the place of assembly. Service lines and supplies of media must have qualities (output, input, pressure, tension) required by Technical terms of delivered device.
 - f) Functioning of cooling if cooling is required for the type of delivered device. Cooling must be set ready in extent enabling perfect functioning of the device in accordance with Technical terms of delivered device. A technician of cooling device secured by consumer must be present for the entire time of the assembly,

- g) That service lines and media supplies correspond to legal and technical norms effective in the place of assembly,
 - h) Pulling down or possibly cutting out technological slots in the place of assembly in accordance with contractor's guidelines,
 - i) Subsequent cover of slots in accordance with letter h) immediately after the mounting had been performed,
 - j) Securing of telephone line to switchboards for modem connection if required by delivered device.
- (4) Consumer shall perform grading of the floor outside the place of assembly in a manner corresponding to his technical and operation demands. Performance of these works does not affect delivery terms of device assembly by contractor; however it must be performed in such a way so that smooth process of device assembly by contractor is not jeopardized.
- (5) Costs of activities in accordance with subsection 3 shall be born by consumer.
- (6) Contractor shall provide consumer with information necessary for fulfilment of obligations in accordance with subsection 3 in sufficient advance, generally at the time of completion of the contract.
- (7) Breach of cooperation obligation in accordance with subsection 3 causes inability of fulfilment at contractor's side. In case delay of assembly term is caused by breach of consumer's obligations in accordance with subsection 3:
- a) Assembly term extends for the period of accrued delay,
 - b) Contractor is entitled to require an amount up to 90 € for each hour of the delay for costs cover accrued in relation to the delay, especially labour costs and travel remunerations. Such remuneration shall be paid in the same way as price (Art. 21).

Article 17

Implementation of assembly and its takeover

- (1) Assembly is carried out by the Contractor flexibly, so that the term of performance agreed in the Contract is met.
- (2) To implement the assembly the Consumer is obliged to provide necessary participation without undue delay, even if it is not stated separately in the Contract and Terms. In case the consumer doesn't provide necessary participation, the contractor is entitled to suspend performance of part performances under Contract and performances under other contracts concluded with the Consumer, namely until at the time of the provision of necessary participation.
- (3) The consumer is called upon to take over the assembly by the contractor in advance, usually it is effected by an e-mail or other suitable way.
- (4) The consumer is obliged to take over the goods and undersign the takeover protocol according to the par.5, even if the assembly has deficiencies which do not obstruct common use of the subject, which the assembly refers to.
- (5) Takeover of the assembly and information specifying the subject of takeover will be documented in the takeover protocol. In case faults occur at the takeover according to the par.4, the faults and the term of their rectifying will be stated in the protocol.
- (6) The consumer is obliged to ensure that the takeover protocol is undersigned by a person authorized to act within required scope, especially to negotiate terms of assembly troubleshooting, to sign a record in the assembly diary and to confirm a control sheet of performed assembly works. It can be also a final customer, if it is not a consumer directly.
- (7) The contractor is entitled to set out a takeover protocol specimen.

- (8) The protocol according to the par.5 is enclosed to the invoice, on the basis of which the price for the assembly or its part, which is bound to the assembly takeover according to the Contract, is covered.
- (9) If the consumer refuses to undersign the takeover protocol incompetently, the contractor is entitled to draw up the protocol in the presence of the third party (witness) and to claim the price for the assembly or its part, which is bound to the assembly takeover according to the Contract.

Article 18

Regulations for the assembly site

- (1) On the assembly site an assembly diary, eventually a building diary according to the character of the order, will be carried on. The contractor is obliged to carry it on continuously. If it is a minor performance, an assembly list is enough to be filled in.
- (2) The contractor is obliged to request that the records would be undersigned regularly by a person authorized to act for the consumer within the required scope.
- (3) The contractor is liable for work safety of his own employees during assembly works, he also answers for observance of the fire protection regulations and other obligations resulting from generally binding legislation.
- (4) The contractor's employees' movement is allowed only within restricted area of the consumer.
- (5) The contractor shall stock necessary material at place specified by the consumer.
- (6) If the contractor carries out works with risk of fire (e.g. welding), he shall warn the consumer at least a day in advance; the consumer is obliged to provide for adequate effective fire precautions at his own expense, i.e. provision of suitable fire fighting system.
- (7) The contractor shall implement work in compliance with the project documentation agreed or delivered by the consumer, if the Contract refers to it.
- (8) If the contractor asks, the consumer undertakes to provide a lockable store room for storage of material required for performance of the contractor's obligations, eventually to secure it from damage by weather effects or a theft.
- (9) If the contractor asks, the consumer provides a lockable room (or a place in a changing room) for changing clothes, washing and using sanitary facilities, and for storage of tools and equipment of employees or the contractor's subcontractors.
- (10) The consumer is entitled to determine the time and conditions of eating of employees or the contractor's subcontractors.

Article 19

Claims from assembly defects

- (1) The contractor is obliged to rectify all defects stated in the takeover protocol according to Art.17 par.5 in agreed terms.
- (2) Likewise Art.12 is applied for assembly defects occurring later after the assembly takeover, eventually for removal of defects according to par.1.
- (3) If the assembly shows defects, which occur later after the assembly takeover, the consumer has the following claims from defects:
 - a) Removal of assembly defects
 - b) Discount corresponding to the price of works and material required for removal of defect, maximally then up to 3% of the total price agreed in the Contract.
- (4) In connection with claiming from defects Art.13 par.2 to 4 is applied likewise.

Article 20

After-guarantee service

The contractor provides for after-guarantee service under usual price and time conditions.

Article 21

Price payment

- (1) Consumer shall pay purchase price for goods in periods and under conditions set in the Contract by a transfer to contractor's account set in the Contract or possibly in the goods invoice. Data set in the invoice shall have priority. Default in payment of purchase price longer than 30 days is regarded as material breach of the contract.
- (2) Purchase price is regarded as paid after the total sum had been put to contractor's account. Default in payment arises when the date of expiration passes without payment. Contractor is not obliged to make any other action (e. g. so-called introduction into default).
- (3) In case consumer shall not pay purchase price in accordance with subsections 1 and 2, contractor is entitled to stop fulfilment of part performances in accordance with the Contract and performances from other contracts with consumer until all matured debts had been paid.
- (4) The fact of loss of the invoice original or original of any other document sent with the goods during the transport does not entitle consumer to deferment of purchase price payment. In case documents stated in previous sentence had been lost, consumer is obliged to notify the loss to contractor within 10 days after the goods had been taken. Contractor is obliged to immediately send number of account to which the payment shall be transferred and a new original of lost documents to consumer.
- (5) Consumer is obliged to secure the payment in such manner that after possible banking charges had been discounted, a sum corresponding to the total stipulated purchase price is put to contractor's account. In case the assigned sum is lower than purchase price due to deduction of banking charges, contractor is rightfully entitled to require payment of the accrued variance and in addition a sum in the amount of one half of the variance that had not been assigned to contractor's account.

Article 22

Interest on late payment

In case of consumer's default in payment of any pecuniary sum in accordance with this contract contractor can require an interest on late payment in the amount of 0,05 % for each day of default, even a beginning one.

Article 23

Withdrawal from the contract

- (1) In case material breach of the contract is set in this contract or by applicable law, it is possible to withdraw from this contract.
- (2) Withdrawal has to be made in a written form.

Article 24

Final provisions

- (1) Contract between the parties can be amended only in writing.
- (2) Written form shall mean document in a written form, e-mail or fax if signed by persons entitled to act in the capacity of the contracting party.
- (3) In case e-mail has been used for written communication, addressee of the document is entitled to require another form of the document (e. g. fax or a paper) within 3 days after the delivery of the

e-mail. If another form of the document is not delivered in an adequate period of time after the delivery of the request, the –e-mail message shall not be regarded as delivered.

- (4) Withdrawal from the contract shall be notified by:
 - a) e-mail whose text shall be sent concurrently by fax, or by
 - b) by letter sent by courier service; or another postal services provider
 - c) by a document delivered personally or by a courier.
- (5) Only such business customs and practices are binding for contractual parties, which are agreed explicitly.

Article 25

Liability for damage and force majeure

- (1) Liability for damage is governed by generally obligatory legal regulations of applicable law.
- (2) Contractual sides agreed on compensatory damages limitation, namely to the height of the price agreed in the Contract.
- (3) In case performance of one of the parties becomes impossible as a result of changes stemming from political, economical, natural and operational events and changes, such party shall not be liable for non-performance of its contract obligations at the time of duration of such obstacle. The party shall not be liable in case it did not cause the obstacle and in case it was not possible to avert or overcome the obstacle by common means (force majeure).
- (4) By circumstances of force majeure according par.3 the parties mean especially strikes in the field of transport, embargos, natural disasters, terrorist attacks, long-term power cuts or accidents causing traffic collapse.
- (5) Circumstances arising first at time liable party's delay with performance of its duty or arising from the liable party's economic relations (insolvency) shall not be regarded as force majeure according to par.3.
- (6) Party that can not perform its obligation from the contract due to the obstacle shall notify the counterparty at latest within 5 days after force majeure has come into existence.
- (7) Force majeure action excludes claim to stipulated damages.

Article 26

Settlement of disputes

- (1) In case peaceful settlement of disputes has not been reached, any disputes arising from the contract made between the parties shall be resolved definitely in an arbitration led in front of Court of Arbitration at Chamber of Commerce of the Czech Republic and Chamber of Agriculture of the Czech Republic, place of arbitration Brno in accordance with the rules of this court of arbitration.
- (2) Disputes which cannot be resolved in an arbitration according to subsection 1, will be resolved in front of the court cognizance of which will be determined according to the Contractor seat.

Article 27

Agreement on legal regime for business with foreign partners

- (1) Neither the article 26 is touched, other rules contained in subsections 2 and 4 shall be used for business with Contractor's foreign partners.
- (2) UNIDROIT Principles of International Commercial Contracts make integral part of contracts in the last word in the time of the Contract conclusion.
- (3) Legal rules applicable between the parties shall have this priority order:
 1. norms of applicable law which can not be derogated by an agreement of the parties (peremptory provision),
 2. Contract, its alternations and amendments and further documents equated to the contract that have been approved by both parties,
 3. Terms,
 4. annexes to this contract,
 5. UNIDROIT Principles of International Commercial Contracts,
 6. further provisions of applicable law which can be derogated by an agreement of the parties.
- (4) Parties have agreed that the contract made between them and any issues relating to it which can be subject to choice of law shall be subject to Czech law as law of seat of the party providing characteristic performance.