

## 1. PREAMBLE

- 1.1. The following general business conditions (the "**Conditions**") of **4 COILS TECH s.r.o.**, a company incorporated under the laws of the Czech Republic, with its registered office at Vrážská 143, Radotín, 153 00 Praha 5, the Czech Republic, ID No. 13981391, registered in the commercial register maintained by the Municipal Court in Prague under file C 358329 (the "**Vendor**") form an integral part of the contents of all agreements on sale (the "**Purchase Agreement(s)**") of the items (the "**Products**") sold by the Vendor in the ordinary course of its business concluded between the Vendor and third party purchasers (the "**Purchaser(s)**") (Vendor and Purchaser jointly the "**Parties**"). These Conditions also apply to all future contractual agreements between the Vendor and the Purchaser.
- 1.2. All terms and conditions of business of the Purchaser are hereby expressly excluded with respect to the transaction in question and the entire business relationship. Any terms and conditions of business of the Purchaser which conflict with the Conditions shall not apply even if the Vendor has not expressly objected thereto and even if the validity of the Purchaser's terms and conditions is stipulated therein as an express condition for the conclusion of the contract in question. Any commercial practices or customs at variance with these Conditions shall not be valid. The Vendor's terms and conditions shall be deemed to have been approved by the conclusion of the Purchase Agreement or, as the case may be, by acceptance of the Products.
- 1.3. These Conditions and the Purchase Agreement are governed by the Czech law, in particular by the Act No. 89/2012, the Civil Code, as amended (the "**Civil Code**"). The application of the United Nations Convention on Contracts for the International Sale of Goods concluded in Vienna in 1980 and the Convention on the Limitation Period in the International Sale of Goods concluded in New York 1974, as amended, is excluded.
- 1.4. All disputes arising from the Purchase Agreement, or relating to it, shall be referred to the civil court having jurisdiction in the place where the Vendor has its registered office.
- 1.5. If the Purchase Agreement is made in a written form, it must be signed by an authorized person of the respective Party. The signature may be replaced by electrical or other mechanical means. The written form is maintained, if the Purchase Agreement is made through the electrical or other mechanical means (e.g., email), provided that the content of the Purchase Agreement and the person(s) representing the respective Party can be determined.
- 1.6. These Conditions are available on the Vendor's website <https://4coilstech.eu/downloads>. An inseparable part of the Conditions are two attachments (the "**Attachments**"):
  - 1.6.1. *Storage, installation, operation, and maintenance instructions (DOC-011)*, also available on the Vendor's website <https://4coilstech.eu/downloads>.
  - 1.6.2. and *Technical product specification* (Technical specification and drawings) as part of Purchase Agreement for concrete product.
  - 1.6.3. Any contents in the Attachments with derogate from the Conditions shall prevail over the text of the Conditions.
- 1.7. The Purchaser acknowledges that the Vendor is entitled, with respect to the effort to improve the quality and range of Products provided, or changes and developments in legislation and the Vendor's business policies, to unilaterally modify these Conditions, with effect from the delivery of the new wording of these Conditions to the Purchaser.

## 2. PURCHASE AGREEMENT

- 2.1. Any prospective Purchaser may request the Vendor to provide an informal indicative quote of purchase price, delivery date and terms of sale of particular Products (the "**Quote**"), whereby

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the Conditions shall be attached as integral part of the Quote. The Quote is not a direct offer to conclude the Purchase Agreement.

- 2.2. Order (the "**Order**") of the Purchaser must be written and contain at least:
- specification of the Product (Product Number according to Vendor's Quote and Technical product specification),
  - quantity of the Products,
  - required time of the delivery,
  - and delivery terms in accordance with Incoterms 2020.
- By placing the Order, the Purchaser confirms that it is informed and familiar with the Conditions including its Attachments.
- 2.3. The **Purchase Agreement** between the Vendor and the Purchaser is concluded only by the Vendor confirming to the Purchaser in writing acceptance of its Order by "Order confirmation" form (the "**Acceptance**").
- 2.4. Any Order placed by the Purchaser shall be binding upon the Purchaser and shall only be considered valid and binding upon the Vendor upon its Acceptance by the Vendor. The Purchaser acknowledges that the expected product shipment date in Acceptance is preliminary and could be further adjusted appropriately by the Vendor according to its production capabilities.
- 2.5. The Vendor is obliged to deliver the Products, which constitute the subject of the Purchase Agreement, to the Purchaser and allow the Purchaser to acquire the ownership title thereto, and the Purchaser is obliged to take over the Products and pay to the Vendor the agreed purchase price, all subject to the terms of the Purchase Agreement, including these Conditions. If the purchase price is not agreed by the Parties, the Purchaser is obliged to pay a purchase price in accordance to Section 2085 (2) Civil Code, unless stated otherwise in the Purchase Agreement. The Vendor is entitled to issue an invoice, which shall contain all mandatory items prescribed by applicable legal regulation.
- 2.6. The contents of the Purchase Agreement are determined, in the descending order, by: (i) express terms of the Order and Acceptance, (ii) the Attachments, (iii) specifically agreed clauses pursuant to clause 2.7, (iv) the Conditions and (v) the generally binding Czech legal regulations.
- 2.7. In case the Purchaser stipulates in the Order or otherwise any clauses which are in contradiction or in addition to the Conditions, the Vendor is entitled to reject the Order containing such clauses. The Vendor and the Purchaser may agree on any other clauses in contradiction or in addition to the Conditions and may conclude the Purchase Agreement in any other manner provided that their agreement is evidenced in writing and signed by the Parties.
- 2.8. The Purchaser may not unilaterally amend or cancel the Order without the express written consent of the Vendor. Should the Purchaser request the cancellation of an Order and the Vendor expresses written consent to such cancellation, the Purchaser is obliged to pay the Vendor all already incurred and additional costs incurred by the Vendor in connection with the Order and its cancellation.

### 3. DESIGNS AND DOCUMENTS

- 3.1. All designs and documents of whatever nature handed over or sent by the Vendor to the Purchaser shall remain the property of the Vendor and must be returned to the Vendor at its request unless expressly agreed by the Parties otherwise.
- 3.2. The designs and documents pursuant to clause 3.1 above are provided to the Purchaser free of charge unless specifically agreed otherwise in the Purchase Agreement.

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#### 4. DELIVERY OF THE PRODUCTS

- 4.1. Unless agreed otherwise, the delivery term shall be FCA (Incoterms 2020) with the premises of the Vendor (registered office, factories, or warehouses) indicated in the Acceptance as the named place (the "**Delivery**").
- 4.2. The Products to be delivered to the Purchaser are, at the time of Delivery, earmarked as intended for the particular Purchaser under the particular Purchase Agreement.
- 4.3. Delivery shall be carried out on the agreed dates or within the agreed time periods. If no such date or periods are indicated, Delivery shall be made within a reasonable period, taking into account the size of the Order and the difficulties of carrying it out.
- 4.4. The Purchaser may not reject early Delivery and the Vendor may make partial Deliveries.
- 4.5. The Purchaser undertakes to accept the delivered Products and confirm the acceptance on the delivery note, or on another document of the Vendor, or of the carrier if applicable.
- 4.6. The Purchaser cannot reject the Products, unless this would be due to a discrepancy between the information stated on the invoice and the actual Products delivered.
- 4.7. The Purchaser is obliged to examine the Products upon acceptance. If physical damage is identified to the packaging or to the delivered Products, a report on damage to the consignment must be written in the presence of the carrier or the Vendor and this fact must be confirmed by the carrier or the Vendor. The Purchaser is also obliged to proceed in this way in the case of ascertaining a difference in the quantity of the Products ordered. By signing the delivery note the Purchaser consents to accepting the Products and confirms that it accepted the Products without evident defects and in the quantity specified in the delivery note.
- 4.8. Delay in Delivery does not constitute grounds for termination of the Purchase Agreement by the Purchaser. A contractual penalty cannot be claimed by the Purchaser unless specifically agreed in the Purchase Agreement. Any contractual penalty so agreed cannot be deducted from the instalment of the purchase price. Claim for a contractual penalty so agreed excludes a claim by the Purchaser for compensation of any loss caused by the delay with Delivery.
- 4.9. The Vendor is not obliged to pay any contractual penalty to the Purchaser, nor shall it be liable for any damage or loss caused to the Purchaser by delay with the Delivery caused as consequence of unforeseeable and invincible obstacle which occurred independently on the Vendor's will and could not be averted (the "**Obstacle**"). The Parties hereby agree that the Vendor is not in delay with the Delivery until the Obstacle ceases to exist and for an additional period until the Vendor eliminates all related consequences preventing it to start production, however, for a period of at least 30 working days following termination of the Obstacle. The Vendor shall inform the Purchaser in writing without undue delay on any Obstacle as well as on its ability to deliver the Products as soon as the consequences are eliminated. Also, the Vendor is not liable for any damages or losses due to late Delivery which occurred to the Purchaser, even though the liability of the late delivery is given, if the Purchaser has not notified the Vendor of the Purchaser's other obligations or liabilities, which could be violated due to late delivery, before conclusion of the Purchase Agreement.
- 4.10. The Vendor's obligation to make the Delivery is suspended for as long as (i) the Purchaser does not abide by the conditions of payment of the purchase price pursuant to clause 10 below; or (ii) the information and/or parts agreed to be provided by the Purchaser are not delivered to the Vendor and then for a further reasonable period following their delivery needed by the Vendor to effect the Delivery; or (iii) the Obstacle persist and for an additional period until the Vendor eliminates all related consequences preventing it to start production, however, for a period of at least 30 working days following termination of the Obstacle. The Vendor shall keep Purchaser informed in writing and within a reasonable period of any of the above-mentioned events.

- 4.11. The Vendor is capable to provide storage of the Products. Unless stated otherwise in the Purchase Agreement, the Purchaser must take over the Products within 14 days from the date the Purchaser has been notified of availability to take over the Products. Should the Products not be taken over by the Purchaser within the period stated above or within the agreed dispatch date, the Purchaser is in default and the risk of damage to the Products passes from the Vendor to the Purchaser. In such case, the Vendor shall store the Products at a suitable place in its warehouse and the Purchaser shall pay to the Vendor a storage fee which shall be calculated in accordance with the following formula:  $1\text{m}^2 * 0.3 \text{ EUR per day}$ .
- 4.12. The Purchaser shall pay the storage fee within 30 days after the invoice has been sent to the Purchaser. The Vendor is entitled to issue an invoice monthly. If the Products are not taken over within 4 months from the date of the default, the Vendor is entitled to sell the stored Products to a third party, without notifying the Purchaser in accordance with Section 2428 Civil Code. The Vendor has a retention right to the stored Products to secure debts of the Purchaser arising from the storage of the Products by the Vendor. In the case the Products are sold to a third party, the Vendor is entitled to set off any claim against the Purchaser.
- 4.13. In the case of Purchaser's default with taking over the Products, the Vendor is entitled to claim from the Purchaser a contractual penalty of 0.25 % of the purchase price of uncollected Products per every single day of the default. In addition to the contractual penalty, the Vendor is entitled to claim compensation for damage resulting from any breach of the obligations of the Purchaser. The Parties hereby exclude Section 2050 Civil Code.
- 4.14. The Vendor shall be entitled to suspend the performance of his obligations under the Purchase Agreement, if there are justified fears that the Purchaser will not be able to perform his obligations. In such case the Vendor shall notify the Purchaser thereof in writing.
- 4.15. If the agreed delivery date is more than 8 weeks from Purchase Agreement, resp. from the Order, and the cost factors at the Vendor will increase, mainly as a result of increased labour costs, materials prices, etc. – the purchase price will increase accordingly, and the increase shall be deemed approved by the Purchaser. If it is an increase of more than 15% of the original purchase price and the Vendor does not declare that it will deliver the Products at the original purchase price, the Purchaser is entitled to withdraw from the relevant order for which the Products have not yet been delivered.

## 5. QUALITY AND PACKAGING OF PRODUCTS

- 5.1. The Products shall be delivered in a quality and make which is in compliance with the following standards: (i) standards expressly agreed in the Purchase Agreement; (ii) *Technical product specification* (Technical product specification and drawings) as part of Purchase Agreement for concrete product ; (iii) the Czech and European Union standards as effective at the time of conclusion of the Purchase Agreement; or, in their absence (iv) professional standards common in the trade with goods equivalent to the Products. The Vendor reserves the right to make any changes to the specification of the Products, within acceptable tolerances and, where applicable, in compliance with applicable safety or other legal requirements.
- 5.2. Information appearing on catalogues, brochures, price lists and diagrams of dimensions available on the website of the Vendor are given as indications by the Vendor who may make any modification it sees fit to the arrangement, dimensions, the origin of the components and materials and the nature of these materials used in its devices, machines and parts of these machines.
- 5.3. In the absence of a specific agreement in the Purchase Agreement regarding the manner of packaging of the Products, the packaging is prepared by the Vendor acting in accordance with commercial standards and practices. Packaging must be paid for by the Purchaser as a part of the purchase price and will not be recovered by the Vendor, unless specifically agreed otherwise in the Purchase Agreement.

## 6. TRANSFER OF RISK AND PROPERTY

- 6.1. The moment of transfer of risk of damage on the Products is determined by the Incoterms 2020 applicable to the Purchase Agreement. If not stated otherwise in the Incoterms 2020 or in the Purchase Agreement, the moment of transfer of the risk from the Vendor comes into effect by the event of handing over the Products to the Purchaser or third party for delivery, and if the Products is delivered by the Vendor, by a date in which the Purchaser is allowed to dispose with the Products. Furthermore, also according to the above-mentioned point 4.11.
- 6.2. The Vendor remains an owner of the Products delivered pursuant to the Purchase Agreement until the purchase price for the Products has been paid for in full, upon which payment the ownership title to the Products transfers to the Purchaser. The Purchaser undertakes at its own expense to protect with due diligence the Products, to which the Vendor has the ownership title, from damage, destruction or loss. The Purchaser undertakes to carry out timely and necessary maintenance or inspection of the Products at its own expense. Upon termination of the Purchase Agreement for late payment pursuant to clause 10.5. (iv) below, the Vendor shall be entitled to seek recovery and other legal accessories of the unpaid for Products by all legal means available at the expense and risk of the Purchaser.
- 6.3. The Purchaser shall ensure that the Products shall always be identifiable as delivered pursuant a specific Purchase Agreement. In case such identification is not possible, the Vendor shall have the right to treat all such Products as subject to the extradition of title pursuant to this clause 6, unless the Purchaser proves that particular Products has been paid for. The Vendor may at any time unilaterally and immediately draw up an inventory of the Products not paid for and held by the Purchaser.
- 6.4. In the case of resale by the Purchaser of the Products not paid for or products into which such Products were incorporated to a third-party purchaser, the Purchaser shall immediately on the base of Vendor's request pledge to the Vendor its claim for payment or assign the claim to the Vendor, which arises from the obligation to pay the purchase price by the third party. Upon the Vendor's request, the Purchaser is obliged to provide the Vendor with a precise list of assigned claims, including the names, addresses and other identification data of its customers, the amount of individual claims and the date of the relevant invoice. In addition, the Purchaser shall provide the Vendor with any information that may be required in order to assert claims.
- 6.5. Only the Vendor can enforce the provisions of this clause 6, which is exclusively for its benefit.
- 6.6. The Purchaser must not use the provisions of this clause 6 to oblige the Vendor to take back the Products that have not been paid for.

## 7. INSPECTIONS AND TESTS

- 7.1. Tests of the Products may be carried out at the Purchaser's request at the Vendor's premises where the Delivery is to take place before Delivery. All costs of such tests shall be born by the Purchaser.
- 7.2. If, after Delivery, the Purchaser disputes the Products' characteristics and performance, the Purchaser may request the Vendor to make measurements on the Purchaser's premises, if this is possible. In this case, the Purchaser shall pay the Vendor's expenses, unless it is proven that the services of the Vendor were carried out incorrectly or under the eligible claim during the Guarantee as stated below in clause 8.

## 8. GUARANTEE

- 8.1. Subject to the provisions of this clause 8, the Vendor undertakes to repair any defect of the Products' operation stemming from a fault in the manufacture of the Products delivered by the Vendor under a Purchase Agreement (the "**Guarantee**"). The Guarantee is valid only if the Purchaser obeys the instructions contained in Attachments, resp. in the Purchase Agreement.

If the repair is impossible or the costs of the repair would be unreasonable, the Vendor is entitled to supply the Purchaser with new Products. If neither the repair nor the supply of the Products is possible or the costs of the repair would be unreasonable, the Purchaser is entitled to a reasonable discount, if the Product is still usable at least for a similar purpose. It is considered that the defect which can be resolved under the given Guarantee by the procedure stated above does not constitute the right from a fundamental breach of a contract, respectively does not constitute the right to withdraw from the Purchase Agreement under Section 2106 Civil Code. The Guarantee is made to the benefit of the Purchaser only and shall not benefit any third party to whom the Products may be resold and may not be assigned or transferred. In order to benefit from the Guarantee, the Purchaser shall notify the Vendor in writing of the defect without undue delay, however no later than within 14 days from the date the defect was identified and supply the Vendor all necessary evidence of the alleged defect. The Purchaser must exercise its best efforts to facilitate the Vendor's inspection of the defect and its repair. Furthermore, the Purchaser must abstain, in the absence of a specific written consent of the Vendor, from carrying out the repair itself or having it carried out by a third party, though it may take such conservation measures as it considers vital.

- 8.2. The following is excluded from the Guarantee unless specifically agreed otherwise in the Purchase Agreement: (i) any installations into which the Product is or is liable to be incorporated (the "**Installation**"); (ii) any Installation that has not been assembled according to the Vendor's instructions contained in Attachments, resp. in the Purchase Agreement, and according to professional practice; (iii) defects in the Products' operation stemming from defects in materials or parts provided by the Purchaser; (iv) the Product and/or its accessories modified by the Purchaser without the Vendor's prior written consent; (v) defects in the Products' operation occurring as a result of the Obstacle; (vi) defects in the Products' operation resulting from wear, abrasion and the corrosion of the material, abnormal vibrations, deterioration or accidents resulting from negligence or poor surveillance, maintenance or storage of the Products and/or non-compliance with the Vendor's recommendations; (vii) defects in the Products' operation resulting from contamination external to the Products (including contamination caused by the Installation), (viii) defects in the Products' operation resulting from special technical requirements and specific constraints in the Products' use which have not been made known to the Vendor in writing at the time of the relevant Order; (ix) defects in the operation of the Products which has been started-up by the Purchaser contrary to the express written request of the Vendor to be present; (x) any replacements of a fluid; (xi) any expendable components of the Products (filters, fan belts, etc.); and (xii) defects in the operation of the Products which have not been used normally and in conformity with its common purpose and the Vendor's instructions.
- 8.3. Products for which defects have been reported or which are clearly defective may not be processed or used by the Purchaser. If the Purchaser breaches this obligation, the Vendor is not liable for damages caused by installation or other use. In such a case, the Purchaser shall also bear (or the Purchaser shall indemnify the Vendor for) any additional costs incurred in the event of the removal of defects due to installation or other use.
- 8.4. The Purchaser also undertakes to accept the Products for which a defect was reported and to store the Products carefully at its own expense. The Purchaser is obliged to handle the Products according to the Vendor's instructions, e.g. return the defective Products to the Vendor. Refusal of the entire delivery of Products in the case of a defect affecting only part of the delivery is excluded. The person authorised by the Vendor must always be able to inspect the Products for which a defect has been reported.
- 8.5. Unless specifically agreed otherwise in the Purchase Agreement, the Guarantee only applies to defects or faults occurring within a period of 12 months from the date of production (the "**Guarantee Period**"). The repair, modification, and the replacement of a part during the Guarantee Period shall in no way extend the period of Guarantee of the Products. In the case where a spare part is supplied following a claim made under the Guarantee, such a spare part shall be covered by the Guarantee for a period equal to that of the initial Guarantee and under the same conditions.

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- 8.6. The Purchaser cannot use a claim made under this Guarantee as a pretext for stopping or delaying payment.
- 8.7. The Vendor shall reserve the right, if necessary, to modify the Products in such a way as to fulfil its obligations. The works performed under the Guarantee shall in principle be carried out in the Vendor's workshops after the Purchaser has sent to the Vendor the defective Products or parts for repair or replacement. The costs of disassembly on site and transport shall be at the Purchaser's expense. In the case where repairs must take place on site, due to the installation in question, the Vendor shall not be responsible for the corresponding labour and transport costs. In no way shall the Vendor take on the expense of time spent on preliminary work or on disassembly and reassemble operations made necessary by the Products' use or by the way it has been installed and concerning elements not included in the supplies in question. If the claim is eligible, the Purchaser has the right to claim the purposeful cost occurred with the dispatch. If the Purchaser has raised a defect claim and no defect is found for which the Vendor is liable, the Vendor shall be entitled to compensation for the costs he has incurred as a result of the claim.
- 8.8. The Vendor's responsibility for defects of the Products is limited to its liability arising from the given Guarantee. The satisfaction which the Purchaser may receive on the basis of the Guarantee may not be sought by the Purchaser on other grounds, namely by claiming damages. The Purchaser is not entitled to claim any damages occurred as a result of a third-party contract liability, unless the Purchaser notified the Vendor of such possible liability before the Purchase Agreement was concluded. The Vendor is entitled, in its sole discretion, to grant to the Purchaser an appropriate discount from the purchase price of the defective Products. If the discount is granted and accepted, no other damage from the same legal reason can be claimed.
- 8.9. The Vendor shall not be liable for any damage to property caused by the Product after it has been delivered and whilst it is in the possession of the Purchaser. Nor shall the Vendor be liable for any damage to products manufactured by the Purchaser, or to products of which the Purchaser's products form a part.

## **9. THE SALE OF PRODUCTS OUTSIDE THE TERRITORY OF THE CZECH REPUBLIC**

- 9.1. If the Products are delivered abroad and the shipping of Products outside the territory of the Czech Republic is ensured by the Purchaser, or its contractual carrier, the Purchaser is obliged to present to the Vendor a written confirmation of the fact that the delivery of the Products actually left the territory of the Czech Republic, and to do so not later than 30 days following the date of dispatch of the Products from the Vendor. Written confirmation is understood to be a CMR shipping note, a delivery note with confirmation of the state of the recipient or the written solemn declaration of the Vendor or of another authorised person (the carrier) that the Products were physically transported outside the territory of the Czech Republic. Should the Purchaser fail to carry out this obligation, the Purchaser undertakes to pay the Vendor a contractual penalty equalling the amount of value added tax according to the relevant legal regulations on the purchase price of the concerned delivery of Products according to the Purchase Agreement which was delivered outside the territory of the Czech Republic. In case of additional assessment of value added tax on the Vendor by the competent tax administrator, the Purchaser is, in addition to the contractual penalty specified in the preceding sentence, obliged to pay the Vendor all interest and penalties additionally assessed on the Vendor by the tax administrator.

## **10. PRICE AND PAYMENT**

- 10.1. The Purchaser is obliged to pay for the Products the purchase price according to payment conditions agreed in the Purchase Agreement and Acceptance. Loss, destruction, damage or deterioration of the Products occurring following the transfer of risk does not affect the obligation of the Purchaser to pay the purchase price.

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- 10.2. All prices and information in catalogues, brochures, price lists and other documents, which are available on the Vendor's website, are only given as indications by the Vendor who may modify them at any time without prior notice. Such prices are for goods under the Incoterms 2020 Ex works ("**EXW**") and do not include tax, unless indicated otherwise.
- 10.3. All payments to be made by the Purchaser under a Purchase Agreement will be made only when the bank account of the Vendor identified in the Acceptance is credited with the full amount of the payment, without any deductions. All letters of credit, promissory notes, bills of exchange and equivalent instruments must be payable at the Vendor's registered office or with a branch of a reputable financial institution located in Prague. The Vendor is obliged to accept such instruments only when it specifically agreed to do so in the Purchase Agreement. Handing over and acceptance of such instruments shall not be considered a payment.
- 10.4. The Vendor is entitled to request a reasonable advance payment for the purchase price, and the Purchaser is obliged to provide it within no later than 5 days from the receipt of the Vendor's request. If the advance payment is not provided by the Purchaser, the Vendor is not obliged to perform the Purchaser's Order and is at the same time entitled to withdraw from the Purchase Agreement. The withdrawal from the Purchase Agreement does not prejudice the Vendor's right to claim the contractual penalty under clause 10.8 of the Conditions.
- 10.5. In the case of a delay with a full payment: (i) the sums due under the relevant Purchase Agreement shall accrue default interest at the rate of PRIBOR plus 10 per cent per annum until full payment thereof (provided that "**PRIBOR**" shall mean the 3-month PRIBOR published by the Czech National Bank on the first day of delay with the full payment); and (ii) the Vendor shall be entitled to suspend its performance under any Purchase Agreement(s) concluded with the Purchaser; and (iii) the Vendor shall be entitled to demand by a written notice immediate repayment of all sums owed to it by the Purchaser under any Purchase Agreement(s) concluded with the Purchaser, irrespective of the agreed maturity or instalment schedule; and (iv) the Vendor shall be entitled to terminate by a written notice and with immediate effect any Purchase Agreement(s) concluded with the Purchaser. The application by the Vendor of these clauses shall not constitute a renouncement of the later use of the Vendor's retention of title pursuant to clause 6 above.
- 10.6. Partial payments by the Purchaser will be applied by the Vendor first in payment of the default interest pursuant to clause 10.4(i) above, if applicable, and then to the payment of the purchase price. Partial payments by the Purchaser of the purchase price under a Purchase Agreement, the subject matter of which comprised several items of Products will be applied by the Vendor to payment of the individual items of the Products in the order in which they are listed on the Acceptance.
- 10.7. All sums owed to the Vendor by the Purchaser become immediately payable, without the requirement of a previous demand by the Vendor, upon the occurrence of any of the following: (i) transfer or pledge of the controlling participation interest in the Purchaser to a third party or acquisition of control over the management and operations of the Purchaser by a third party or a group of third parties in any other manner; or (ii) transfer or pledge of the enterprise of the Purchaser or its substantial part to a third party; or (iii) the Purchaser becoming insolvent or a filing for bankruptcy or settlement or any equivalent insolvency procedure being made against the Purchaser; or (iv) proceedings on enforcement of any judgment, arbitral award, administrative ruling or other ruling or deed being commenced with respect to the Purchaser by the competent body; (v) the Purchaser becoming subject to proceedings or, being a natural person, criminal prosecution, for non-compliance with tax regulations; or (vi) a breach by the Purchaser of any of the provisions of the Purchase Agreement, other than late payment. Upon the occurrence of any of the above mentioned, the Vendor is further entitled to terminate by a written notice and with immediate effect any Purchase Agreement(s) concluded with the Purchaser.
- 10.8. In the case of Purchaser's default with the payment of the purchase price or its part or any monetary claim, the Vendor is entitled to a contractual penalty of 0.25% of the purchase price per every single day of the default, per day means every day in which the default commenced. Although the contractual penalty is stipulated, the Vendor is entitled to compensation for

damage resulting from any breach of the obligations which is subject to the contractual penalty. The Parties hereby exclude Section 2050 Civil Code. In the event of the Purchaser's delay under this paragraph, the Vendor is further entitled to make all future deliveries of the Products subject to the payment of the purchase price in advance.

- 10.9. If the payment of the purchase price (eventually each partial payment) is delayed by more than 30 days from the date it was payable, it is considered to be a fundamental violation of the Purchase Agreement and the Vendor is entitled, however not obliged, to withdraw from the Purchase Agreement with immediate effect.

## **11. INTELLECTUAL PROPERTY**

- 11.1. The Purchaser shall not have any rights to the trademarks and names used by the Vendor in connection with the Products or to the goodwill associated with it.
- 11.2. The Purchaser undertakes to refrain from the following activities and deeds: (i) changing, removing or handling in any way trademarks or names, numbers or other identification markings used on the Products or in connection with the Products; (ii) using trademarks or names in ways which could in any way jeopardise their distinctness, uniqueness or validity, or the associated goodwill of the Vendor; (iii) using trademarks or names in connection with the Products other than those expressly authorised by the Vendor; (iv) using in its commercial style or commercial name the trademarks or names owned, used or accepted by the Vendor; (v) using any trademarks, any commercial name, using any packaging containing a logo, commercial name or appearance which is so similar to those used by the Vendor as to cause a confusing effect.
- 11.3. The Vendor has the right of ownership and intellectual property right (as copyright) to all its offers or estimates, as well as to all drawings, samples, parts, models, tools, calculations and other documents provided to the Purchaser. The Purchaser may not make these items available to third parties, publish them, use them directly or through third parties or copy them without the prior express consent of the Vendor. At the Vendor's request, the Purchaser is obliged to return these items and destroy all copies made.

## **12. MISCELLANEOUS PROVISIONS**

- 12.1. Unless provided otherwise by the Conditions or specifically agreed otherwise in the Purchase Agreement, any notice or notification to be given by the Parties pursuant to the Conditions may be (i) delivered in person; (ii) delivered by registered mail or by a recognized courier with the confirmation of delivery; (iii) sent by e-mail in this case the email must be confirmed by the receiving party in accordance to the business practice; or (iv) if expressly allowed communicated over the telephone.

Delivery address of the Vendor: 4 COILS TECH s.r.o.  
Vrážská 143  
Radotín  
153 00 Praha 5  
Czech Republic

Telephone number: +420 234 789 111  
Attention to: Sales and Marketing Director

If to the Purchaser:

Business name of the Purchaser; Registered office of the Purchaser; E-mail address as specified on the Order or, if none is specified, other e-mail address of the Purchaser known to the Vendor; Telephone Number as specified on the Order or, if none is specified, other telephone number of the Purchaser known to the Vendor; Attention of the contact person as

- specified on the Order or, if none is specified, attention to the statutory body or its member in case the Purchaser is a legal entity or to the Purchaser itself in case it is a natural person.
- 12.2. Any such notice or notification shall be in the Czech or English language and shall take effect, in the case of delivery by person, upon delivery, in case of a letter sent by registered mail or courier, at the time of reception of the confirmation of delivery, in the case of e-mail as stated in the clause 12.1.
  - 12.3. Unless provided otherwise in the Conditions, modification of the Purchase Agreement shall be possible only in the form of written amendments to the Purchase Agreement expressly referring to the Purchase Agreement and signed by authorized representatives of the Parties.
  - 12.4. The Purchaser hereby assumes the risk of a change of circumstances in accordance with Section 1765 (2) Civil Code.
  - 12.5. None of the Purchaser's rights or obligations arising from the Purchase Agreement and/or these Conditions may be assigned or transferred without the prior written consent of the Vendor. The Purchaser's or the Vendor's option of using third parties for the transportation of the Products and/or transportation packages shall not be prejudiced thereby.
  - 12.6. Notwithstanding other provisions in these Conditions (i) there shall be no liability for Vendor towards the Purchaser for loss of production, loss of profit, loss of use, loss of contracts or for any other consequential or indirect loss whatsoever; and (ii) Vendor's liability under these Conditions, resp. under the Purchase Agreement shall be limited to 50 % of the purchase price under the respective Purchase Agreement.
  - 12.7. The Purchaser is not authorised to unilaterally offset any of its claims against the Vendor against any of its obligations towards the Vendor as arising from the Purchase Agreement. The Purchaser is not entitled without the prior written consent of the Vendor to retain any payment or its part by reason of counterclaims arising out of the defects of the Products or out of any other reasons. The Vendor is entitled to unilaterally set off any and all receivables from the Purchaser including monetary receivables against non-monetary ones and due receivables against undue ones.
  - 12.8. Either Party shall be entitled to terminate the Purchase Agreement with an immediate effect if the other Party is in liquidation, bankruptcy, or insolvency proceedings was initiated. Without prejudice to the provisions of these Conditions, neither of the Parties is entitled to withdraw from or terminate the Purchase Agreement for any reason that is not specified in these Conditions.
  - 12.9. If any provision of the Purchase Agreement is found by any competent authority to be invalid, ineffective or unenforceable, such provision shall be deemed to be deleted from the Purchase Agreement and the remaining provisions of the Purchase Agreement shall continue in full force and effect, provided that the nature of the relevant provision or its content, or the circumstances under which this provision has been entered into, does not imply that this provision may not be separated from the remaining provisions of the Purchase Agreement. In such an event, the Parties shall execute amendments to the Purchase Agreement necessary in order to achieve the same or, if not possible, the closest possible effect to the effect of the respective invalid, ineffective or unenforceable provision.
  - 12.10. Any failure to enforce or omission of any entitlement or right arising from the Purchase Agreement shall not constitute and shall not be construed as a waiver of such entitlement or right, unless performed in writing, by an entitled person acting for or on behalf of the relevant Party. A waiver of any entitlement or right arising from the Purchase Agreement shall not be construed as a waiver of any other entitlement or right.
  - 12.11. Neither of the Parties may disclose to any third party any information about (i) the terms of the Purchase Agreement; (ii) negotiations relating to execution of the Purchase Agreement; and (iii) the designs or documents pursuant to clause 3.1 above and their contents without the other Party's prior written consent, with the exception of (i) their advisors, who are bound by

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confidentiality obligations to the same extent, (ii) relevant state and other authorities and courts, if required to do so in accordance with generally binding legal regulations, or (iii) if the other Party has already made the information publicly available; or (iv) if the information was already generally known regardless of any acts of either of the Parties and without their fault. All information under the Purchase Agreement is considered to be a business secret, according to Section 504 Civil Code and as such is protected.

12.12. It is not the objective of any of the obligations arising from the Purchase Agreement or of any provisions of the Purchase Agreement to grant any rights to a person that is not a party to the Purchase Agreement, unless otherwise expressly stipulated in the Conditions or specifically agreed in the Purchase Agreement.

**Attachments:**

**Storage, installation, operation, and maintenance instructions (DOC-011), also available on the Vendor's website <https://4coilstech.eu/downloads>.**

**Technical product specification (Technical specification and drawings) as part of Purchase Agreement for concrete product.**