

GENERAL CONDITIONS OF TRADE AND DELIVERY OF THE REALIZATION CENTRE

I. General

1) These General Trade and Delivery Terms and Conditions (hereinafter stated only as **CONDITIONS**) issued by the company KASTT, spol. s r.o. /Ltd./ (hereinafter stated only as Contractor) are attended to explain and concretize the rights and obligations of the Contractor and the Customers – Buyers. The Conditions extend the basic provisions of the Contract for Work and they represent an integral part of it. In case of any discrepancy between the Contract for Work and these Conditions the provisions of the Contract for Work take precedens over these Conditions. Any amendments or deviations of these Conditions have to be agreed by Contractual parties in written. By signing of the Contract for Work or by mailing of a binding Order the Customer will accept these Conditions unconditionally.

2) If the agreement will be signed for the Customer a person whose signing authorisation is not stated in a public register, this person is obliged on inquiry to present to the Contractor a valid Letter of attorney or another document which confirms permission of correspondng person to act on behalf of the Customer. Moreover has the Customer to present on inquiry his VAT-registration if he is a VAT-payer according to the valid laws.

3) The Offer of the Supplier is timely limited. If the validity is not stated directly in the offer it is valid till 60 days from the date of issue. According to the wording of §1740 art. 3 of Civil Code the Seller excludes any supplements or deviations of Conditions of Offer made one-sidedly by the Customer even though there would be supplements or deviations which do not amend the Conditions of the Offer significantly.

4) At concluding of the Contract for Work based on an Offer made out by the Customer the Order must be confirmed by the Supplier and only by this procedure the commitment of the Supplier will come into being. The Supplier is entitled not confirm any received Order and not perform the delivery, and even without stating of the reason.

5) Before ordering of specific goods which will be a part of the Contract for Work both the Contractor and the Customer should do their utmost regards its specification with the aim to avoid any misunderstandings relating to performing of parameters of the Work. The ordering party is responsible for checking of correct specification of the good (required by the Customer within performance of the Work) in the Contract for Work / binding Order.

II. Delivery terms

1) At hand over of the Work the service certificate or hand over protocol will be confirmed by designated representative of the Customer. The Customer is obliged to perform a basic checking of the state of the Work, its completeness

and in case of need to document the visible faults and backlogs of the Work. If he will not state any faults it will be considered he has taken over the Work without any reservations.

2) The Customer is obliged to take over the Work too which evinces any faults and backlogs which alone nor linked with another do not prevent the usage of the Work. In case the Customer will reject to take over the Work he is obliged to state concretized reasons in hand over protocol or service certificate why he is unwilling to take it over. If the Customer will reject to take over the Work and will not state any reasons it will be considered the Work is free of any substantial faults and backlogs and the Contractor is entitled to invoice the hand over Work.

3) The Contractor is entitled to demand a payment in advance from the Customer, up to 100% of the price of the Work inclusive VAT. This payment in advance is payable based on issued proforma invoice with agreed maturity. The Supplier is entitled to cancel the Contract if the Customer has belated the payment of proforma invoice by more than 14 days. In case any other agreement will be concluded the Contractor is entitled to demand in any justified cases a prepayment in the course of performing of the Work. If it will not be paid by the Customer within stated date the Contractor is entitled to interrupt performing of the Work until the corresponding payment will be done. The period set for finishing of the Work will be prolonged by a period caused by this breaking off.

4) Moreover the Contractor reserves the right to cancel the Contract if the Customer has belated his payment of any another commitment in favour of the Contractor by more than 30 days.

5) The date of delivery stated in the Contract for Work is a binding date of delivery if any other dates are stated in the Contract. The exception is represented by a situation if the Customer has not delivered technical or another documents on time, if he has not provided due cooperation according to §2591 of the Civil Code or if he has not paid a proforma invoice on time in case it has been issued. In the above mentioned cases the date of delivery will be prolonged by number of days when the Customer has belated the fulfilment of his commitments. Moreover the date of delivery will be prolonged in case the Contractor was not able to provide objects required for performing of the Work on objective grounds or owing to Acts of God.

6) The Contractor is entitled to authorize a third person (Subcontractor) by performing of the Work, with exception of parts of the Work if the Contractor has reserved they can not be performed by Subcontractor. The Contractor is responsible for the activity of the Subcontractor in the same way as he alone would perform the Work.

7) The Contractor proceeds individually at performing of the Work, but he is obliged to take into account all notices and comments of the Customer regards the realization of material Work. The Contractor is obliged to call

attention of Customer immediately to inconvenient character of things or comments, if the Contractor was able to find out this inappropriateness at expending of professional care.

8) Unless otherwise provided in the Contract for Work the operational and social equipment of construction site and its security guarding (inclusive consumption of energies which are necessary for proper performing of the Work) shall be reimbursed by the Customer on his own costs.

9) Relating to transfer of ownership of the Work and responsibility owing to risk of damage of the manufactured Work according to the Contract for Work are valid corresponding provisions of the Civil Code.

10) The Contractor is entitled to cancel one-sidedly concluded Contract in case of any Acts of God if he will not conclude an agreement regards one another solution with the Customer as a supplement of the Contract for Work. These unforeseeable events are represented by fire, natural phenomena, wars, strikes, interferences by competent state authorities which will occur after concluding of the Contract for Work and which can not be avoided by the Contractor nor the Supplier of the Contractor. The Contractor is obliged to inform the Customer on occurrence of this event immediately and in written..

III. Price and payment terms

1) The price of the Work has been set by both Parties without VAT. The tax will be set according to the valid legal rules on the day of realization of taxable event.

2) The Contractor is entitled to amend the prices because of the price development of materials or services in construction industry and not utilization of capacities of own employees, machines and Subcontractors in case of prolongation of the deadline for finishing of the Work by more than 6 months which will not be caused by the Contractor.

3) The Contractor reserves a right to amend one-sidedly agreed price of the Work in case that the prices of input materials and relevant currency exchange ratios will be hiken by at least 10%.

4) The price of the Work is payable based on issued invoice. The maturity will be always calculated from the date of issue of the tax document. Unless otherwise provided in the Contract the price is payable till 21 days from issue of the corresponding tax document.

5) The risk is transferred at take over of the Work and the Customer is then liable for all damages of the Work. If the Customer will not take over the Work even though he has been asked on time to do it the risk of damage of the Work will pass onto Customer at the time when the Seller makes him possible to use the Work and the Customer will violate the Contract because he takes not over the Work.

6) The Customer is obliged to take over the finished Work which has been delivered according to the Contract for Work. The contractual parties have made an agreement that in case of refusal of taking over of the Work or in case of delay of the Customer relating to taking over of the Work of over 20 days the Customer is obliged to pay in favour of the Supplier an agreed contractual penalty at 0.1% of the total price of the Work inclusive VAT for each day of delay. The right of the Supplier regards compensation of damage will not be touched by this fact.

7) In case of delay of the payment of the price of Work the Supplier is obliged to charge the Customer for agreed contractual penalty at 0.1% of the outstanding sum for each day of delay.

IV. Warranty and claims

1) The Contractor grants a warranty for quality of the Work in the duration of 24 months. Unless otherwise provided in the Contract the above mentioned warranty period begins on the day of taking over of the Work.

2) In case any failure of the Work will occur in the course of warranty period the Customer has a right to make a claim regards failure of the Work (**warranty claim**). It is necessary to make a complaint in written (via mail or to the following e-mail address : servis@kastt.cz) , immediately after detection of failure and it should content concretized description of failure alternatively its photodocumentation.

3) The warranty does not include any failures caused by improper usage, improped handling and transportation, wrong assembly performed by the Buyer or the Third person, by wrong or neglectful operating or by neglecting of any maintenance performances. Moreover the warranty does not include the cases of any non-expertual intervences into equipment by a person who was not expressly authorized for this intervence by the Contractor. For servicing activities and alternatively repairing activities only the original or by the Contractor approved spare parts should be used, in case of non-observance the warranty will be cancelled in full extent.

4) The Supplier is not responsible for any failures of the Work which have been caused by the Customer, by the Third party or by Acts of God.

5) The removal of a warranty failure should be done only by the Contractor or one by him an expressly destinated service technician.

6) The Contractual parties will draw up a Protocol where the Customer will confirm removal of failure or will state the reasons why he is unwilling to take over the corresponding repair.

7) In case the claim is not justified the Contractor is entitled to charge to the Customer all costs which have arisen him relating to identification and removal of the failure. The Customer is obliged to pay these calculated costs in favour of the Contractor within stated payment period.

V. Arbitration clause

All disputes arising from this Contract and regarding this Contract will be resolved definitively at the Arbitral court of the Business Chamber of the Czech Republic and Chamber of Agriculture of the Czech Republic according to its procedures and rules by one arbitrator who will be elected by the Arbitral court. The participants came expressly to an agreement that the arbitral proceedings will take place in Hradec Králové.

VI. Final regulations

These Conditions become effective on February 1st, 2016 and they are valid for all agreements concluded after the above mentioned date. The Contractor is entitled to amend these Conditions at any time, and the amendments become effective and come into force after they will be published in web pages of the Contractor.