

**GENERAL TERMS AND CONDITIONS OF TRADE AND DELIVERY
of KROHNE CZ, spol. s r.o., valid for the Czech Republic**

Article 1

Introductory provisions and definitions of terms

1. These General Terms and Conditions of Trade and Delivery of KROHNE CZ, spol. s r.o. (*hereinafter referred to as "General Terms and Conditions" or "GTC"*) are issued by KROHNE CZ, spol. s r.o., company ID No.: 253 45 966, with the registered office at Opavská 801/8a, Štýřice, 639 00 Brno, registered in the Commercial Register kept by the Regional Court in Brno, Section C, Insert 27863, (*hereinafter referred to as "Seller"*).
 These General Terms and Conditions regulate in accordance with § 1751 of Act No. 89/2012 Coll., the Civil Code, as amended (*hereinafter referred to as the "Civil Code"*), the mutual rights and obligations of the contracting parties arising in connection with or on the basis of the purchase contract for all supplies and other services provided by the Seller (*hereinafter referred to as "Purchase Contract"*) concluded between the Seller on one part and the Buyer on the other part through e-mail communication.
 These General Terms and Conditions form an integral part of the Purchase Contract. These General Terms and Conditions shall apply in full, unless the Seller's offer or the Buyer's order confirmation from the Seller stipulates different conditions in partial areas (price due, delivery date, warranty, etc.).
2. The Seller shall provide the Buyer with selected deliveries of goods and related services under the Purchase Contract on the terms and conditions set out below.
3. In the event that any provisions of these General Terms and Conditions are deemed invalid, the validity of the remaining provisions of these General Terms and Conditions of Trade and Delivery shall not be affected. The Buyer and the Seller shall replace the invalid provisions with such valid provisions that are in accordance with the law and correspond as closely as possible to the legal and economic meaning and purpose of the invalid provisions. In the meantime, the corresponding provisions of the generally binding legislation of the Czech Republic shall apply.
4. By concluding the Purchase Agreement, the Buyer also agrees to the principles of privacy protection. Unless he/she does not do otherwise by a special notice, the Buyer authorizes the Seller to use personal data to the extent permitted by applicable data protection laws, necessary for the execution of the Purchase Contract, and to provide such personal data to the Buyer's employees involved in the execution of the Purchase Contract.

Article 2

Order and conclusion of the purchase contract

1. The Purchase Contract is concluded on the basis of the Buyer's order, made after receiving the Seller's offer. The Seller's offer includes these General Terms and Conditions. If the offer stipulates any delivery conditions differently from these General Terms and Conditions, the Seller's offer shall prevail.
 The purchase contract is then concluded only at the moment of confirmation of the order by the Seller. For the avoidance of doubt, it is stated that the moment of confirmation of the order is the moment of sending the confirmation by the Seller. In the order confirmation, the Seller recapitulates the subject of delivery and other basic conditions of delivery (amount and maturity of the price, warranty, etc.), including the delivery date, if this is already known (confirmed by the manufacturing plant) at the time of the Seller's order confirmation.
 For the avoidance of doubt, it is expressly stated that a message from the Seller to the Buyer stating that the Buyer's order has been registered, without a recapitulation of the object of delivery and indication of other delivery conditions, does not constitute an order confirmation under these GTC.
 The delivery date may then also be confirmed subsequently by a separate communication from the Seller following receipt of a statement from the manufacturing plant.
2. The Buyer's terms and conditions (if the Buyer exchanges these in his order in deviation from the Seller's offer) are valid in whole or in part only if they have been confirmed in writing by the Seller by e-mail with an explicit indication of the Buyer's terms and conditions, which the Seller accepts. Otherwise, the Buyer's terms and conditions shall not be considered.
3. The concluded Purchase Contract may only be amended or cancelled with the express consent of the Seller, which must be made in writing or by e-mail in a manner that does not give rise to doubt (electronic signature, proof of delivery, etc.).
4. Confirmation of the Buyer's order by the Seller must confirm the scope of delivery and other basic terms of the purchase contract (amount and maturity of the price, warranty, etc.).
 Any information regarding the quality or characteristics of the products that is not included in the confirmed order, e.g. advertising material, is not legally binding. The Seller reserves the right to change the construction, materials, specification and design, even after the order confirmation has been sent, to the extent that such changes are not in conflict with the order confirmation. Any documentation relating to the offer or order confirmation, such as sketches, drawings, dimensions and weights, shall not be binding unless expressly stated in writing.
5. In the event that the Buyer's financial situation changes significantly from its situation at the time the Buyer places the order or the Seller makes the order confirmation, the Seller reserves the right to refuse to make delivery until the Buyer has provided adequate guarantees.

Article 3

Price and payment conditions

1. The costs associated with packing, shipping and other handling and transport are already included in the delivery price.
 The prices are quoted as paid to the carrier, either from the Seller's production plant or from the Seller's warehouse (FCA, INCOTERMS 2020), including packing and other handling and transport costs. In accordance with applicable regulations, the prices are inclusive of value added tax.
2. The Buyer is obliged to pay the Seller the price of the goods actually delivered. In the event of unforeseen and significant changes in production costs beyond the Seller's control, the Seller reserves the right to agree with the Buyer on a change in price against the order confirmation.
3. In case of any changes requested by the Buyer after the order confirmation is sent, any price increase will be billed to the Buyer.
4. The agreed due date for all invoices is 14 days from the date of their issue.
5. In the event of a default by the Buyer in the payment of the amount due, the Seller shall be entitled to require the Buyer to pay a contractual penalty of 8% per annum, calculated on the amount due for the period of the Buyer's default.

Interest on late payment is 18% p. a.

In the event of the Seller's delay in delivery of the goods, the Buyer is entitled to demand from the Seller the payment of a contractual penalty of 8% per annum, calculated on the delivery price for the period of the Seller's delay.

The right to compensation for damages resulting from non-compliance with the obligations shall remain unaffected by the payment of the contractual penalty.

Article 4 Delivery times, receipt and shipment

1. The Goods will be shipped either from the Seller's manufacturing plant or from the Seller's warehouse at the Buyer's expense and risk (FCA, INCOTERMS 2020).

Unless otherwise agreed, the Seller shall determine the carrier and method of transport at its best discretion. The Seller shall insure the goods against damage in transit, theft or loss at the Buyer's expense.

The Goods may then be shipped to the Buyer by any of the KROHNE group companies.

2. If the delivery date is not agreed and confirmed by the Seller in the order confirmation, the Seller shall deliver the goods on the date subsequently confirmed by the manufacturing plant.

The delivery period shall only commence after the Seller has confirmed the date (after the manufacturing plant has given its opinion).

For the avoidance of doubt, the delivery period shall be deemed to have been met if the Buyer has been notified within the agreed delivery period that the delivery is ready for shipment.

Any subsequent changes to the order requested by the Buyer within the stipulated delivery period shall result in the delivery period being suspended or extended accordingly. The Seller shall refuse changes to the order if the costs associated with the preparation of order fulfillment to date are not paid or payment of such costs is not secured by the Buyer.

3. The Buyer acknowledges that the delivery date is the expected delivery date even after confirmation by the Seller, unforeseen events entitle the Seller to extend the delivery date for the duration of such obstacles. Unforeseeable circumstances shall be deemed to be circumstances which cannot be prevented by reasonable care, in particular such cases as force majeure, war, monetary, economic or other sovereign measures, pandemics, public restrictions, civil unrest, natural disasters, fire, strike, dismissals, shortages of materials not caused by the Seller, traffic obstructions, interruptions of operations and other force majeure events which have endangered, materially impeded or prevented the performance of the Purchase Contract.

In these cases, the Seller is also entitled to withdraw from the contract without compensation.

The Buyer may request a statement from the Seller as to whether the Seller will withdraw from the contract or deliver the goods within an additional period of time. If the Seller does not send such a statement, the Buyer may withdraw from the Purchase Contract.

However, the Buyer is not entitled to refuse partial delivery or partial performance.

4. If delivery is delayed for any reason other than in paragraph 3 above, the Buyer shall agree in writing to the Seller to extend the delivery period. If the goods are not dispatched within this extended delivery period, the Buyer shall be entitled to cancel those parts of the delivery which have not been dispatched or whose readiness for dispatch has not been notified before the expiry of the extended delivery period. If the parts of the delivery that have been partially fulfilled are of no practical importance to the Buyer, the Buyer is entitled to withdraw from the entire purchase contract.
5. If the Buyer does not accept the goods from the carrier, he is still obliged to pay the purchase price. Notwithstanding any other legal rights, the Seller shall be entitled to:
 - a) arrange for the storage of the goods at the Buyer's expense and responsibility; or
 - b) dispose of the goods freely; or
 - c) make delivery to the Buyer at an alternative time.

The Seller shall charge the Buyer for any extra costs incurred in this way, for storage of the goods in the amount of 1% of the value of the order per month, but at least EUR 100,- excluding VAT / month.

Article 5 Transfer of risk / Retention of title / Intellectual property rights

1. Unless otherwise agreed, the risk of damage shall pass to the Buyer upon delivery of the goods to the first carrier in accordance with Article 4, paragraph 1 of these GTC.

If the Seller agrees to take back the goods for reasons for which the Seller is not responsible, the risk of damage remains with the Buyer until the Seller takes back the goods

2. In accordance with the provisions of § 2132 of the Civil Code, the Seller reserves the right of ownership of the goods until full payment of the purchase price and until settlement of all claims between the Seller and the Buyer.
3. The Buyer is not entitled to pledge or transfer as collateral any goods subject to retention of title.

4. In the event that the goods become part of or are converted into a new product, the retention of title under paragraph 2 above shall extend to the entire new product.

In the event that the goods become part of, or are converted into, a new product, the Seller shall acquire co-ownership of the new product in a percentage that corresponds to the ratio of the value of the Seller's product to the other products used by the Buyer at the time the Seller's goods became part of, or were converted into, such new product.

5. The Buyer shall be entitled to sell in the ordinary course to third parties the goods subject to retention of title. However, if the Buyer sells the goods without simultaneously receiving the full purchase price upon receipt of the goods, the Buyer shall be obliged to agree with its customer a retention of title in accordance with these General Terms and Conditions. The Buyer shall then assign to the Seller its claims and other rights based on such sale and reservation of title arrangement. The Buyer shall acknowledge the transfer of ownership to its customer and provide the Seller with the relevant information and documents necessary to enforce its rights against such customers.

6. The Seller retains all rights reserved to drawings, blueprints, price calculations and documentation accompanying quotations or order confirmations.

The Buyer shall only be entitled to use them for the agreed purposes and shall not reproduce or disclose them to third parties without the prior written consent of the Seller.

At the Seller's request, such documents and copies thereof shall be provided to the Seller.

Article 6
Quality guarantee and liability for defects

1. The Seller provides the Buyer with a guarantee of quality. The Seller undertakes that for a period of 24 months from the date of commissioning or 30 months from the date of transfer of risk to the Seller (hereinafter referred to as the "Warranty"), whichever period expires first, the Goods will perform in accordance with the enclosed installation and operating instructions under normal use and service.
However, the Buyer is fully responsible for assessing the suitability of the Product for its intended use.
2. The Goods are defective if they do not comply with the requirements set out in the Purchase Contract, these General Terms and Conditions or legal regulations. Defects in documentation and supporting materials relating to the goods or in connection with their delivery/non-delivery shall also be deemed to be defects in the goods.
3. The Buyer is obliged to inspect the goods immediately upon receipt with reasonable care; any defects found shall be notified to the Seller in writing by post or e-mail within 2 weeks. In the notification, the Buyer shall notify the Seller in particular of the description of the defect found.
Indiscernible defects shall be notified to the Seller in writing within two weeks of their discovery.
4. In the event of a legitimate notification of defects made within the agreed period, the Seller shall either:
 - a) repair the goods (repair the defect); or
 - b) replace the defective parts (subsequent delivery); or
 - c) grant a discount on the purchase price to the Buyer.
 The choice of solution is always up to the Seller, but the Seller shall consider the interests of the Buyer in its choice of the solution.
5. If the Seller fails to repair the defects or replace the defective parts within 60 days of notification of the defect, or if such repair or replacement is not possible, the Seller shall provide the Buyer with a discount on the purchase price.
However, in the event that the Seller's performance without the part that failed to be repaired or replaced, or that cannot be repaired or replaced, is completely useless to the Buyer, the Buyer shall be entitled to withdraw from the Purchase Contract as a whole.
6. If the Buyer requests an inspection of the goods delivered by the Seller and claims defects for which the Seller is liable, the Buyer shall pay all costs of the Seller if it is proven that the goods delivered do not show such defects.
7. The Seller's liability does not extend to defects caused by the dismantling of the goods by a third party or by the modification of the product by incorporating parts manufactured elsewhere, where the damage caused is the result of such modifications.
8. The Seller's liability also does not cover defects caused by the Buyer's failure to properly follow the Seller's instructions regarding the handling of the goods (assembly and operating instructions).
Any instructions of the Seller, in particular concerning the use of the delivered goods, are only binding on the Buyer if they have been provided or confirmed in writing.
9. Other or further claims of the Buyer arising from defects, including claims for damages and consequential damages, are excluded.
In the event of a failure to comply with the warranties which have been identified and confirmed in the order confirmation as warranties, claims for damages may only be made if the warranties given to the Buyer relate to exactly such damages as have occurred.

Article 7
Final provisions

1. These General Terms and Conditions form an integral part of the Purchase Contract.
By concluding the Purchase Agreement, the Buyer expressly agrees to all rights and obligations contained in or arising from these General Terms and Conditions.
Legal relations between the Seller and the Buyer are governed by the law of the Czech Republic, without prejudice to the application of INCOTERMS 2020.
2. Any disputes arising from this contract shall be settled before the Czech courts.
3. The Seller reserves the right to change the terms and conditions in accordance with § 1752 of the Civil Code. The Buyer must be notified at least 30 days in advance of the change in the terms and conditions.
4. The Seller and the Buyer, in accordance with the provisions of Section 1765, paragraph 2 of Act No. 89/2012 Coll., Civil Code, as amended, declare that they assume the risk of a change of circumstances and the parties shall not claim against the other party to renew the contract negotiations in the event of a significant change of circumstances.
5. The Seller shall ensure the protection of the Buyer's personal data in accordance with Regulation (EU) No 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC. By concluding the Purchase Contract, the Buyer acknowledges that each of the Parties shall process the personal data in the Purchase Contract, or any other data provided by the Buyer in connection with the contractual relationship established by the Purchase Contract (hereinafter referred to as "Personal Data"), in accordance with the applicable regulations relating to the protection of personal data, for the purpose of fulfilling the subject matter of the Purchase Contract. The personal data will be processed on the basis of the legal title, which is the performance of this Purchase Contract and for which the processing is necessary. The Seller will process the Buyer's personal data for the duration of the Purchase Agreement or, if applicable, after its termination until the settlement of all mutual rights and obligations of the parties arising from the Purchase Agreement, or for a longer period if justified under applicable law. The Buyer acknowledges that he is obliged to inform the Seller of any change in his personal data. The Buyer confirms that the personal data he has provided are accurate.

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Brno, 01.02.2023

for KROHNE CZ, spol. s r.o.
Ing. David Hönsch, Managing Director