

Terms of Purchase

1. Introduction

- 1.1. These Terms of Purchase (hereinafter as “**Terms**”) shall apply to the relationships entered into by the company **Activair s.r.o.**, business ID No. 28605837, registered office at Hillova 1562/15a, Opava, registered under file No. C 34300 at the Regional court in Ostrava (hereinafter as “**Activair**”), as the buyer, ordering party, or in any other similar receiving position, and are a part of the contractual relationship between Activair and the other contractual party (hereinafter as “**Supplier**”).
- 1.2. These Terms form a part of the contract, any related partial contract, or other agreements (hereinafter as “**Contract**”), in which Activair is the party receiving the performance characteristic for the Contract and in which these Conditions are directly referred to, form an annex to the Contract, or are otherwise mentioned and referenced before or during the conclusion of the Contract, or are known to the Supplier at the time of the conclusion of the Contract at the latest.
- 1.3. In the event of a conflict between the text of the Contract itself and these Terms, the Contract shall prevail. However, these Conditions shall prevail over any other part of the Contract unless expressly excluded by the provisions of these Terms.

2. Subject of the Contract and Conclusion of the Contract

- 2.1. The subject of the Contract is a supply of an item, an execution of a work or the provision of a service (hereinafter as “**Performance**”) as agreed or specified in the confirmed order/proposal.
- 2.2. The Contract between Activair and the Supplier, or any successive partial contracts, are concluded by:
 - a) signing the Contract by Activair and the Supplier;
 - b) written confirmation of Activair’s binding order by the Supplier; or
 - c) written confirmation of the Supplier’s offer by Activair.
- 2.3. If the Contract is a framework contract or a contract of similar characteristic, which provides for the conclusion of successive partial contracts, the parties expressly exclude the possibility of concluding such contract by accepting a proposal for its conclusion with any modifications or reservations. Activair reserves its right to withdraw or change any binding order before its written confirmation by the Supplier.

3. Delivery and Acceptance of Performance

- 3.1. The place of delivery is Activair’s warehouse on the address specified in the order. Upon receipt of the Performance at the place of delivery, Activair will carry out a basic inspection of the Performance, the subject of which will be only a check of the integrity of the packaging and a basic check of quantity or number of pieces or units, if possible due to the nature of the packaging and the quantity or scope of the Performance.

- 3.2. If packaging is found to be breached or damaged or the quantity, number of units or volume of the Performance does not correspond with the order, Activair has the right to refuse the acceptance and require removal of the Performance and its replacement for proper delivery or, at its discretion, to accept the Performance subject to reservation. Any removal and replacement costs shall be borne by the Supplier.

4. Payment Terms and Invoicing

- 4.1. The price for the Performance shall be paid after an invoice is issued by the Supplier, within the due date 30 days after such invoice is delivered to Activair. The Supplier is entitled to issue an invoice at the earliest after the delivery of the Performance. The issuance of an advance invoice is not permitted. The invoice must contain the obligatory parts required by Czech legislation, in particular pursuant to Section 29 of Act No. 235/2004 Coll., on Value Added Tax, as amended. The invoice must also contain:

- a) the number or other identification of the Contract;
- b) the number and name of the project referred to in a footnote, if specified in the order.

- 4.2. Invoices will be sent via email to finance@activair.cz with each individual invoice being sent by separate email. If the invoice does not contain all details and information or if the information is incorrect, Activair is entitled to return the invoice to the Supplier within the due date. In such a case, the due date shall be interrupted and a new due date shall start upon receipt of the corrected invoice by Activair.

5. Defective Performance

- 5.1. The Supplier is liable for ensuring that the Performance or its parts at the time of delivery will not have any legal or factual defects (obvious or hidden), in particular will not be encumbered by the rights of third parties, will have the characteristics usual or expressly agreed for the Performance and will meet the requirements set forth by the relevant legal regulations and technical standards.
- 5.2. Until the defect has been rectified, Activair is not obliged to make any payments in connection to the Performance and shall not be in default of payment during such period. This shall in no way affect Activair's rights and claims arising from the defective Performance.

6. Final Provisions

- 6.1. Communication in a simple electronic form via the contact e-mail address specified in the Contract or by electronic message with a simple electronic signature under the eIDAS Regulation is deemed to be in a written form in connection with the Contract.
- 6.2. The Supplier declares that it holds all permits and other documents or papers necessary to place goods or services on the European Union market. The goods or services to be supplied must comply with all legislative or other requirements to be put into service or provided within the European Union market without further delay. In particular, the Supplier must be authorised to sell goods and provide services, the Performance must meet safety and technical requirements,

and tax and customs obligations have been met. These documents shall be provided to Activair by the Supplier without delay upon request.

- 6.3. The Contract and these Terms are governed by Czech law. The application of the Convention on the International Sale of Goods is excluded. All disputes shall be finally decided by the competent court in Brno.
- 6.4. **Important:** Activair may unilaterally change these Terms from time to time. In such case, Activair shall inform the Supplier of the change. If the Supplier does not agree to the change in the Terms, the Supplier shall have the right to terminate the Contract within 14 days from the date of notification of the change in the Terms by giving 1 month notice commencing on the date of delivery of Activair's written notice. During this period, the Contract shall be governed by the existing (unchanged) Terms.
- 6.5. **These Terms are effective from 1 July 2023.**