I. Opening clause

1. General business conditions of the company Activair s.r.o. (hereinafter referred to as “business conditions”) adjust contractual business relation about delivery of goods and services obligatorily between the company Activair s.r.o. as the supplier of goods or service on one hand and the consumer of goods and services on the other hand (hereinafter referred to as “contractual relation”) and adjust also rights and obligations of contracting parties in more detail.

2. It is possible to apply different business conditions on contractual relation only in case it is agreed by contracting parties.

II. Contracting parties

Contracting parties are:

1) company Activair s.r.o., company registration number: 28605837, listed in the Commercial Code of the county court in Ostrava, section C, file 34300, based in Sadová 189/44, 746 01 Opava (hereinafter referred to as “the Supplier”);

2) individual or corporation purchasing goods or services (hereinafter referred to as “the Client”).

III. Subject to contract and origin of contractual relation

1. The subject to contract is delivery of goods or service. The subject is specified in detail in the contract agreed by contracting parties.

2. The Supplier reserves the right to accept or refuse any order as a unit or its part and propose a new offer, so called counteroffer which will contain other or different conditions.

3. Supplier’s offer and counteroffer is valid within 30 days after the date of its issue in face of the person whom it was made for, if not stated otherwise. The supplier can cancel the offer and counteroffer during the period set for its acceptance.

4. Contractual relation is established by
   a) Contract signature of all contracting parties,
   b) Written order confirmation whereby the Client confirms that he agrees with concluding a subject contract or Acceptance of the offer or counteroffer by the Client.

5. Counteroffer is considered as accepted based on
   a) written confirmation of its acceptance sent to the Client by Supplier’s party,
   b) Client’s takeover of a subject to contract,
   c) Payment of purchase price by the Client or Other Client’s act which led to conclusion of a contract.

6. Order confirmation will be announced to the Client by the Supplier within 30 days after its receipt.

7. Confirmation of the offer or counteroffer with an amendment or deviation which essentially changes the conditions is not considered as offer receipt.

8. The Client shows his agreement with Supplier’s business conditions by contract signature, order or receipt of a counteroffer if contracting parties do not agree otherwise.

9. The Supplier is not obligated to execute the order until its written confirmation is delivered to the Client or if he begins to execute it earlier, the subject to contract is considered as delivered to the Client also in case it was delivered to the Client before the delivery date of order confirmation.

IV. Payment conditions

1. All prices of goods and services are mentioned without appropriate taxes, if not stated otherwise in the contract. The Client is responsible for meeting all legal tax liabilities related to execution of subject to contract, e.g. VAT payment at appropriate rate.

2. If the subject to contract is provided to the Client by a different member state of the European Union and this state does not provide its registration number for VAT, this state will be considered as a non-payer and execution will be encumbered with Czech VAT.

3. The price mentioned in the contract is EXW (bez dopravy); the Supplier adds transport price and other costs related to goods delivery to it according to real costs if the mentioned costs are not included in the contract.

4. The Client binds himself to pay the price stated in the tax document – invoice to the Supplier according to payment conditions mentioned in the contract. If the contract does not set otherwise, maturity of the tax document – invoice is 14 days from the date of its delivery.

5. Any controversial questions regarding the issued tax documents – invoices must be announced to the Supplier within 14 days after their delivery provided that indisputable amounts remain mature.

6. If Client’s payment is on default, the Supplier reserves the right to stop the execution of all contractual relations in favour of the Client and to invoice the delay charge in the amount of 0,05 % of amount due for each initiated default day.

V. Delivery terms

1. The delivery period begins on the day of contract conclusion; in case that prepayment is required, the period begins on the day of receiving this payment at set rate.

2. In case of goods delivery, delivery term is met if goods is sent to the Client before the expiration of delivery term.

3. The Supplier is obligated to deliver the subject to contract within the delivery time stated in the contract. The Supplier is obligated to deliver goods to the place defined in the contract. If the delivery place is not stated in the contract, it is considered that the Client picks it up in Supplier’s residence. Responsibility for damage of transported goods follows the commercial clause INCOTERMS mentioned in the contract. If the commercial clause INCOTERMS is not stated in the contract, goods is delivered to the Client EXW (bez dopravy).

4. If it is necessary or was agreed in the contract, the Supplier is obligated to deliver all the documents related to subject to contract to the Client as a part of delivery. The documents are necessary for takeover and usage of subject to contract or its parts. They will be delivered in the Czech or English language, if not stated otherwise.

5. Handover and takeover of subject to contract proceed based on written documents. The Client is obligated to confirm takeover of subject to contract as well as documents related to it to the Supplier. This will be confirmed in a document issued for these purposes by the Supplier.

6. If goods is damaged by transport when taking it over, the Client is obligated to take minutes about found damage and inform the Supplier on damage.

7. In case the Supplier does not hand the subject to contract over to the Client within the agreed delivery term, the Supplier binds himself to pay agreed fee of 0,05 % of subject price for each default

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day but the maximum is 20 % of subject price. The subject price does not include transport costs, packaging and other related costs.

VI. Acquaintment of propriety right and retention of title

1. The Client acquires the propriety right for goods by payment of the total price of subject to contract to the Supplier, i.e. price of subject to contract, transport price, packaging and other related costs. Till that time delivery goods remains in Supplier’s exclusive propriety. If goods is delivered after the total price was paid to the Supplier, the Client acquires the propriety right for subject to contract by confirmation of the proof of takeover. The proof of goods takeover can be confirmed by a forwarer who was entrusted with goods pick-up by the Client.

2. When elaborating, connecting and mixing goods, which has acquaintance of propriety right, with other goods which is not propriety of the Supplier, the Supplier acquires co-propriety right for a new item in proportion of account price of goods, which has acquaintance of propriety right, to account price of other used goods and until the total price of subject to contract is paid to the Supplier.

3. The Client is not obligated to dispose of delivery goods for the purpose of its further sale or to transfer goods to 3rd party in other way until the total price of subject to contract is paid.

4. The Client is obligated to make appropriate steps for identification of goods as Supplier’s propriety and for its security until the Client becomes the owner of delivered goods.

5. The Client entrusts the Supplier exclusively with entry to all spaces where goods with acquaintance of propriety is placed by concluding the contractual relation.

VII. Warranty conditions

1. The Supplier provides warranty against the delivered subject to contract to enterprise subjects for the following period, if not stated otherwise in the contract:
   a) 12 months for new goods;
   b) 6 months for used or refurbished goods, expendable supplies, spare parts;
   c) 3 moths for executed works;
   d) 3 months in other cases.

2. The Client has the right to claim warranty only against the subject to contract which has a defect and provided that:
   a) goods was purchased and used for the purpose it is set for, it was operated and kept in compliance with producer’s user manual and was used in the right way; this condition is valid similarly also for services;
   b) the Client announces the defect of subject to contract to the Supplier in writing without useless delay immediately after its finding; the Client is obligated to list characteristics of found defect including further description how the found defect makes itself left in a written announcement (complaints record);
   c) the subject to contract was not repaired, modified or changed by other person than the Supplier or a person authorized by the Supplier;
   d) the defect is deductible and
   e) The Client has paid the total price of subject to contract.

3. The Client is obligated to return the goods in case the defect is under warranty according to contract by confirmation of the proof of takeover. The proof of goods takeover can be confirmed by a forwarer who was entrusted with goods pick-up by the Client.

4. The defect is deductible if it is a material or functional defect, if it incurred in production of delivered goods, if it incurred when assembling or installing goods ensured by the Supplier;

5. The Supplier binds himself to repair or exchange goods which was delivered to the Client based on his own decision and/or to ensure reparation or exchange by 3rd party which is authorized by the Supplier in case the defect is under warranty according to Supplier’s decision.

6. In case of goods exchange, the Client on his own expensas returns the defected goods which should be exchanged or was exchanged to the Supplier within 10 days after the new goods is delivered to the Client.

7. The Supplier can invoice costs for sending goods to the Supplier and back to the place set by the Client if goods which should be repaired or exchanged is not situated in the Czech Republic.

8. If a seller does not repair or exchange equipment, the Supplier can compensate his obligation resulting from responsibility for defects so that he provides deduction from purchase price to the Client or returns the price of subject to contract and takes the provided goods back.

9. In case the claim is not admitted, the Client binds himself to pay costs related to settlement of this claim within 14 days after the amount for payment is announced to the Client. Works on finding the reason of defect cost CZK 1 000 without VAT for each initiated hour. Costs related to claim settlement will not be invoiced if the Client agrees with the Supplier on reparation of the found defect.

10. Except for warranty conditions mentioned exclusively in these business conditions, application of any other conditions or guarantees, including obligations resulting from or related to responsibility for defects and warranted by appropriate laws, is excluded in its entirety as it is enabled by relevant legal regulations.

VIII. Governing law and solution of disputes

1. Contractual relation follows the Czech law. Rights and duties of contracting parties follow appropriate assignments of the Czech legal regulations with the exception mentioned in art. VII, point 10. if they are not adjusted in these business conditions or in the contract.

2. Contracting parties bind themselves that they will make all the effort to make up possible disputes resulting from concluded contractual relation in a peaceful way. Further they bind themselves to act so that disputable situation will be objectively explained and they will provide necessary cooperation for this purpose.

3. Locally appropriate court for solution of disputes which arise from the concluded contractual relation is always a court according to Supplier’s residence. Governing law is always the Czech law.

IX. Protection of business secret, know-how and confidential information

1. Contracting parties bind themselves to protect business secret, know-how and confidential information (hereinafter referred to as “protected information”) which they gained from each other during the contractual relation. Protected information adjusted by the "Czech legal order creates also all the technical, economic, legal and production facts in tangible as well as intangible form; these facts were marked so by one of the contracting parties and were provided to the other party. These facts are not generally available in appropriate business circles and both parties are interested in their security and appropriate way of their protection.

2. Contracting parties bind themselves they will not further disseminate the protected information, copy it and make it available for 3rd party without previous written consent. At the same time they commit themselves they will ensure that assumed documents containing protected information were registered properly.
Contracting parties also bind themselves they will not use protected information in conflict with its purpose either with the purpose of its providing for own needs or in favour of 3rd party.

3. All the rights, claims and interests related to property of know-how, technical information, drawings, specifications or documents, ideas, conceptions, methods, processes, technique and inventions developed or created by the Supplier or 3rd party in favour of the Supplier or provided to the Supplier based on any contract continue to belong to the Supplier. The property of copyrights, patents, rights for design, business secret or other intellectual property which is related to the subject to contract and the Client does not have any rights for such intellectual property continue to belong to the Supplier, if not stated otherwise.

4. Trademarks and Supplier’s names and companies cooperating with the Supplier will not be used in other way than used by the Supplier and mentioned and used in the related documents for the purpose of protection and marking of equipment.

5. By concluding the contractual relation, the Client grants consent to the Supplier to record audio, visual and other records in his premises if it is a necessary execution of subject to contract and if not stated otherwise.

X. Privacy policy

1. The Client agrees that the Supplier can gather and keep personal data concerning Client’s employees, his suppliers, customers and other physical entities for the purpose of ensuring the proper providing of goods and services by the Supplier.

2. The Supplier binds himself to ensure gained personal data in such a way and with usage of such technical and organizational means that privacy policy is fully ensured in compliance with the law nr. 101/2000 Sb. about privacy policy. In case the Client provides personal data to the Supplier in connection with execution of contractual relation, the Client confirms that elaboration of this personal data in compliance with conditions of concluded contractual relation does not violate regulations related to privacy policy on the part of the Supplier.

XI. Subsuppliers

The Supplier reserves the right to use services of representatives or subsuppliers when providing goods and services. Any reference to Supplier’s employees regards also employees of representatives and subsuppliers.

XII. Force majeure

Supplier either Client is not liable to the other party for delayed meeting or non-meeting an obligation within the range this delayed performance or non-performance of obligation was caused by circumstances excluding responsibility, e.g. fire, flood, war, riots, civil commotions, locks-out, regulations of state or supranational authority, strikes or labour disputes.

XIII. Final assignments

1. If stated otherwise in the contract than in these business conditions, assignment of contract has priority.

2. These business conditions come into effect on 1st January 2014.