

General Commercial Conditions of Sale of Goods according to Written Purchase Agreements of the Seller, Company GRUMANT s.r.o.

Commercial company GRUMANT s.r.o. With registered office at Prague 10 - Uhřetěves, Bečovská 1435, Post code: 10400 Company identification No.: 496 80 609
Incorporated in the Companies Register kept by the Municipal Court in Prague, Section C, Insert 21800 for sale of goods by means of concluded written purchase agreements

Article 1 Introductory provisions

- I. These general commercial conditions of sale (hereinafter only VOP) of the company GRUMANT s.r.o., Company Id.No. 49680609 (hereinafter only Seller) govern the legal relations at deliveries of goods or equipment by the Seller to the third parties (hereinafter only Buyer) and they are obligatory for legal relations between the Seller and the Buyer for the entire business contact.
- II. The Buyer, which confirms with its signature, either below the text of these VOP or on any other document, that he consents with these VOP, he also declares time that he completely accepts the VOP, as amended. The Buyer that will receive any document from the Seller, which document will include that given delivery complies with the VOP of the Seller, so it means, the Buyer consents with these VOP, and he also declares that he completely accepts the VOP, as amended. The Buyer has familiarized with these VOP and accepts them completely and without conditions, no matter what are his general purchase, delivery or other commercial conditions.
- III. These VOP are valid even in case that the Seller will agree with the Buyer any special provisions for non-standard or otherwise specific deliveries of his products, and as supporting for matters not explicitly agreed by those special provisions. Different written agreements between the Seller and the Buyer take precedence over provisions of these VOP and in relations, which are governed by these VOP.
- IV. Only the person, which is empowered or explicitly authorized by the statutory body of the Seller, is empowered to depart from these VOP at closing businesses on the part of the Seller.
- V. These VOP are valid until the complete payment or performance of all rights and duties between the Buyer and Seller. VI. These VOP govern by Czech laws.

Article 2 Definition of Terms

- I. The Buyer for purposes of these commercial conditions is a buyer, which is an entrepreneur. For the entrepreneur is also considered every person who enters into contracts -2- related with own business, commercial, production or similar activities or at independent exercising of his profession, eventually a person, which acts by the name or on behalf of the entrepreneur. For the entrepreneur is considered not only the person, which has the appropriate authorization for execution of his business and is incorporated in Trade or Commercial register, but also such person, that confirms to the Seller, he is an entrepreneur. It is sufficient for a confirmation that the Buyer transmits to the Seller his necessary data for his identification for the purchase agreement (name or identification, address of the registered office or place of business)
- II. Goods are inserts, tools and equipment provided or delivered by the Seller in compliance with its scope of business in favour of the Buyer or by him specified person, based on the purchase order of the Buyer. For goods are also considered services provided to customers together with the goods or also separately.

III. Equipment are machine tools and accessories to these machine tools provided or delivered by the Seller in compliance with his scope of business in favour of the Buyer or by him specified person, based on the purchase order of the Buyer.

Article 3 Purchase order

- I. The Purchase order is a single-sided legal act of the Buyer, made towards the Seller with the aim to receive goods or equipment from him.
- II. The Buyer shall be obliged to appoint a natural person that shall be authorized to order goods or equipment from the Seller on behalf of the Buyer. Should there be a change in such a person, the Buyer shall be obliged to immediately notify the Seller of such a change in writing. The Seller shall confirm such a change in the authorized person immediately after receiving the notification of change.
- III. The Purchase order must be made in a written form. For fulfilment of a written form is considered communication by means of delivering of documentary deliveries by any delivery service, which is able to document (evidence), in case of any doubts, take-over of the document to the delivery party. For a written form is also considered communication by fax or e-mail confirmed by at least e-mail of the second party.
- IV. For validity of the e-mail communication, no form of an electronic signature guaranteed is required. Contractual parties are obligated to confirm mutually delivering of all e-mail correspondence and in a form of an answer to delivered e-mail.
- V. In exceptional cases, the purchase order can be made also orally or by a telephone to the sales representative of the Seller. In case, the Buyer will make the purchase order orally or by a telephone, he is always obligated to confirm the purchase order back in a written form, and in an agreed manner, e.g. the Seller will send to the Buyer confirmation of his purchase order by e-mail, and the Buyer will accept or confirm it in the return e-mail communication to the Seller using a text of following type: I Agree or I Confirm or in any other way, from which is clearly evident that the Buyer agrees with or confirms given sent purchase order so that no impeachment of obligatory force of the purchase order could occur, e.g. by associating of a signature and stamp on the confirmation of purchase order issued by the Seller. -3-

VI. Essentials of the purchase order are following data:

- 1) Commercial company of the Buyer, eventually his/her name and surname, registered office, place of business or place of residence, (Company Id.No. and Tax Id. No., if such numbers have been assigned to the Buyer eventually analogical identification data, in case of a foreign entrepreneur)
- 2) Delivery (ship-to) and invoicing address of the Buyer, if these addresses are different from the registered office, place of business or place of residence, bank connection and account number of the Buyer.
- 3) Telephone and e-mail contact to the Buyer
- 4) name and surname of a physical person, which on behalf of the Buyer orders the goods as the representative or employer or person otherwise authorized by the entrepreneur
- 5) unique designation (kind) of ordered goods or equipment, its quantity, unit-price and total price, technical specification and expected term of performance, (goods must be classifiable under

items of the pricelist of the Seller and in such case price does not need to be given.)

6) signature of the Buyer, eventually of his statutory body or empowered or in common business contact authorized employer of the Buyer, empowered to issue the purchase orders, incl. writing out of his/her name

VII. The purchase order must be provided to the Seller in a readable form and in the Czech, Slovak, English, Russian language.

VII. The purchase order, which does not fulfil essentials or given particulars, or is uncertain or incomprehensible, can be refused by the Seller or returned to the Buyer for completing and a reasonable period can be provided to him for this purpose. Its waste expiration results in the fact, the purchase order is considered as never delivered.

VIII. After the Seller has received the purchase order from the Buyer and at fulfilment of all particulars of the purchase order, the Seller is obligated, at the latest within 3 working days, to communicate to the Buyer refusal or confirmation of the purchase order in a written form by mail or fax or in an electronic way by e-mail. When the Seller provides no statement within given term, it gives no right to the Buyer to assume that the purchase order has been confirmed. For conclusion of an agreement, essentials given in the Purchase order according to the Article 3, paragraph V. must be agreed between the Seller and the Buyer, otherwise no agreement is concluded. A person that claims to the Seller that it is entitled to act on behalf of the Buyer other than as an employee or statutory body shall be deemed to be a person authorized to conclude the contract even without having to present a power of attorney or authorization. Absence of a power of attorney means that the person that placed the order shall be contractually obligated to the Seller.

IX. If the Seller finds, he is unable to fulfil the quantity, quality or delivery or price terms for delivery of goods or equipment, he is obligated to communicate this fact to the Buyer within three (3) working days.

X. Upon confirmation of the purchase order on the part of the Seller and the Buyer, the Purchase agreement with the Buyer is concluded, according to the appropriate legal regulations, and the Buyer hereby completely confirms and accepts these VOP. The Purchase agreement is -4-

also considered to be concluded upon take-over of ordered goods by the Buyer from the Seller, when no preliminary delivery of confirmed purchase order occurred, based on the previous sentence.

XI. The Buyer can cancel the purchase order prior to receiving of confirmed purchase order from the Seller.

Article 4 Purchase price

I. Purchase price of individual goods and equipment is specified based on the pricelist of the Seller valid on the day of confirmation of the purchase order of the Buyer. The Seller can provide to Buyer discount from pricelist prices according to the discount system of the Seller.

The Buyer has no right to purchase price discount, discount is right of the Seller. The price of the goods or equipment can also be set differently than based on the price list, it can be set e.g. based on a contractual agreement between the Seller and the Buyer, based on results of technological tests of the Buyer, results of a tender or fulfilment of conditions based on which a discount shall be given, such as the quantity of goods purchased, period of cooperation, etc.

II. After conclusion of the purchase agreement between the Seller and the Buyer, the purchase price can be changed based on the mutual agreement of the Buyer and the Seller and by modification of quantity of items in the pricelist of the Seller or by modification of their prices. The Purchase price can be also single-sided changed by the Seller, by providing a discount or by its increasing, when his costs

related to providing of the goods will significantly increase. In such case, the Seller is obligated to communicate the fact to the Buyer immediately after he has found, the price changed at the supplier of the Seller, or eventually prices changed on the world market. The Buyer is obligated to confirm to the Seller immediately, he is aware of the changed purchase price. If neither an immediate confirmation of the changed purchase price nor cancellation of the concluded purchase agreement will occur on the part of the Buyer, after he received information on changing, however the Buyer continues in issuing of purchase orders to the Seller, it is considered that purchase orders are made in prices after their changing without regard to the fact if the Buyer mentioned the price on the purchase order and in which amount.

III. Tax value added is not included in the purchase price according to the pricelist.

IV. The Buyer agrees with the way of determination of the price for goods and equipment and undertakes to pay the purchase price based on the issued invoices within the due date.

Article 5 Payment conditions

I. The Buyer will pay the purchase price in favour of the Seller based on the delivered invoice, according to data given on it and at the latest on the last due day. The currency of invoicing has been specified in Czech crowns (hereinafter also „CZK“), if other currency has not been agreed between the Seller and the Buyer. The due date of invoices was specified for 30 days from the day of their issue, if another term has not been agreed between the Buyer and the Seller. The invoice may be issued at first on the day of taxable supplies. In case the goods -5-

has been taken-over from the consignment stock or Toolbox (Toolbox is a vending machine intended for stock out of goods), the taxable supplies is considered the last day of given calendar month, to which the list of consumed tools was issued.

II. The Buyer is obligated to pay the invoice in the amount and currency, which are according to the agreement given on the payable invoice. When the Buyer will pay the invoice in different currency than that one given in the payable invoice, this payment does not have to be accepted as payment of the invoice, and it can be returned back to the account, from which it was made, and the invoice will be considered as not paid. If due to payment in foreign currency some costs will occur for the Seller, such as e.g. bank charges or exchange-rate difference, these costs are considered to be an unpaid part of the invoiced purchase price.

III. The obligation of Buyer towards the Seller to pay the purchase price is fulfilled on the day of receipt of the payment to the account of the Seller.

IV. Payment of mutual claims between the Buyer and the Seller will preferably take place via cashless payment by means of banks. Validity of mutual setoff is dependent on preliminary written acknowledgement of a debt on the part of the Seller, for every specific case.

V. All accounting documents relating to the purchase price must include all essentials of invoices according to valid legal regulations, especially according to the law of value added tax, and further they have to include the number of purchase order of the Buyer, due date and identification of the banking institution and number of account, onto which payments should be made (bank connection of the Seller). In case, these accounting documents will not include the required essentials, the Buyer is entitled to return them back for completion. The Buyer is obligated to state in written the reason of this return.

VI. Invoices will be sent electronically (by e-mail) to the e-mail address of the Buyer given in the purchase order of the Buyer or to the address of the Buyer given in the public register at the latest within three (3) working days after their issue. On request of the Buyer, the invoice will be sent also by common post. The Buyer is obligated to confirm to the Seller receiving of the invoice. VII. In the case, the Buyer will repeatedly or once exceed the due date of invoices for goods or equipment of the Seller for more than 30 days, the Seller is entitled to stop deliveries of goods or equipment until all

debts of the Buyer will be paid. In case of a delay of the Buyer with payment of any invoice issued for him by the Seller, the claim of the Buyer for a contractual penalty given in Art. 6 Par. VIII. of these commercial conditions, (delay of the Seller with delivery) is excluded. VIII. In case of delay of the Buyer with payment of an invoice, the Seller is entitled to invoice a contractual interest for delayed payment in the amount of 0,05 % of the outstanding amount without VAT for each started day of the delay.

IX. If the Buyer will not pay, after payment of the purchase price, the contractual interest for delayed payment, the Seller is entitled to invoice this interest to the Buyer so that he will communicate to him a fixed amount of a debt, which occurred on the contractual interest for delayed payment. If the Buyer will not pay this outstanding contractual interest, which has been invoiced to him by the Seller, the Buyer will additionally obligated to pay in addition to the -6- outstanding contractual interest for delayed payment also a legal interest for delayed payment of the calculated contractual interest for delayed payment.

Article 6 Delivery of goods and equipment

I. The Seller undertakes to deliver to the Buyer goods or equipment in terms and quantity given in the confirmed purchase order. If not agreed otherwise in written form, the place of delivery is the registered office of the Buyer.

II. Partial deliveries of goods according to the purchase order are acceptable.

III. The delivery is considered as properly performed, when goods or equipment is transported to the place of delivery.

IV. The Seller undertakes to add a delivery note to the delivery of goods, which delivery note will include the exact specification of the contents enabling to carry out quantitative inspections.

V. The Seller undertakes to add following documents to delivery of equipment:

- 1) Manual for operation and programming of the machine (in Czech language)
- 2) Accuracy protocol of machine
- 3) Takeover protocol
- 4) Guarantee card
- 5) Conformity declaration according to CE
- 6) Delivery note in two copies + final invoice
- 7) Protocol of operators training
- 8) Drawing documentation, service: electrical documentation (line diagrams, descriptions of PLC, lists of inputs and outputs, arrangement of components on the machine)
- 9) Mechanics and hydraulics (HD diagrams and arrangement of components, specification of parts

VI. Oil fillings required for operation of given equipment are not part of the delivery - oil fillings will be provided by the Buyer independently at his expense and he will prepare them for the date of commissioning of the equipment. On the request of the Buyer, the Seller can provide the oil fillings and consequently to invoice them on a separate invoice with a 30-day term of payment.

VII. The Buyer undertakes to make all measures given in Article 9 „Commissioning of the equipment“ prior to the delivery and installation of the equipment. -7-

VIII. In case of a delay of the Seller with hand-over of the delivery of goods or equipment, the Seller is obligated to pay to the Buyer a contractual penalty in the amount of 0,01% of the total price of delivery in CZK without VAT for every started day of delay, maximum up to the amount of 10% of the price of delivery. The contractual penalty is payable within 30 days from the date of delivery of the invoice, which includes calculation of the penalty.

IX. The Seller at his expense will pack the goods or equipment in a suitable manner with regard to the used type of transport, and equip it with all appropriate documents, which are required for transport of the goods to the place of delivery. All the packaging material (palettes, cardboards etc.) is

a part of the goods. If the packaging has been defined as returnable one and by the contractual agreement between the Seller and the Buyer or by legal regulations, the Buyer is obligated to treat the packaging so as the contractual agreement or regulations impose to him e.g. to return the packaging or its part to the Seller. The Buyer in compliance with the regulations on wastes will dispose the rest of the packaging or a nonreturnable package.

X. Every delivery of goods or equipment will be advised to the Buyer at the latest on the date of dispatch.

XI. Deliveries of goods can be carried out also by means of a vending machine - toolbox or by means of a consignment stock.

XII. The Buyer is obligated to confirm the take-over of goods from the Seller or freighter on one copy of a delivery note, and he is obligated to return or deliver back this copy of delivery note to the Seller.

XIII. For deliveries according to this Article, the VOP are valid as a whole, if no other specific modification is given in this Article.

Article 7

Delivery of goods by means of toolbox

I. In case of delivery of goods by means of a vending machine - toolbox, the Seller undertakes to provide the Buyer with 1pc of a toolbox in a form of lease, in configuration according to demands of the Buyer. The toolbox shall be placed at the Buyer's premises by the Seller at a place agreed and approved both by the Seller and the Buyer. The Buyer shall not be entitled to handle the toolbox placed in such a place in any way, and particularly not to move it to another place.

II. The Buyer is obligated to appoint an authorized person, which will be responsible for administration of the toolbox, and in case, this position will be changed, he is obligated to inform the Seller on such change immediately in written. The Seller will confirm the change immediately after receiving of such notification of change.

III. The Buyer declares that authorized person responsible for administration of the toolbox is verified by the Buyer in terms of penal integrity and is professionally competent to fulfil duties resulting from these VOP on behalf of the Buyer. If these VOP or the concluded Purchase Agreement will specify any duty for a responsible person, it is considered that it is a duty of the Buyer, which will assure fulfilment of the duty directly by means of the responsible person. This authorized person makes loading directly in toolbox based on a proper training and under -8-

a supervision on the part of the Seller. An integral part of the takeover protocol of the toolbox are rules for loading of toolbox, signed by authorized persons, and the above authorized persons are properly trained and familiarized with them.

IV. Price for lease of toolbox is invoiced per month and it depends on the turnover, which will be achieved in given month. Turnover for purposes of this paragraph is a sum of the value of goods (in CZK without VAT), invoiced in specific month by the Seller to the Buyer.

IV. In case, the turnover per month will repeatedly not achieve 100,000,- CZK, the Seller is entitled to withdraw from deliveries of goods by means of the toolbox and further not to provide it (toolbox) to the Buyer.

V. Goods replenishment to the toolbox can be solved by single or partial delivery so that a sufficient quantity of goods was assured in the toolbox, corresponding to needs of the Buyer. The Seller makes loading of goods into the toolbox, if not agreed otherwise in written. The minimum goods quantity must be agreed between the Seller and the Buyer in written, and it can continuously

change according to needs of the Buyer, based on a written agreement. The one-sided reducing of the minimum goods quantity on the part of the Seller is possible in case of such goods, which was not taken by the Buyer from toolbox for the time longer than three months. The one-sided reducing must be notified in written to the Buyer.

VI. The Seller is entitled to invoice special items or non-standard items intended directly for given customer for his production after that these items were not taken-over from toolbox within 4 months from their delivery to toolbox. The Buyer is informed on the fact, it is a non-standard or special item to which the rule of invoicing relates, in written and prior to ordering and loading of the item into the toolbox, and in addition, the Buyer must confirm in written the delivery of this item.

VII. In cases, when it will be agreed in written between the Buyer and the Seller that replenishment of goods into the toolbox will be done by the Buyer, the Seller will assure delivery of goods intended for placing into the toolbox to the address of the toolbox location, which enables to make quantitative acceptance. Such delivered goods must be prior to acceptance properly checked by the Buyer and possible irregularities or detected defects must be notified in written without delay to the Seller, who is in such case obligated to examine the notified facts without delay. If the Buyer will find no defects or irregularities, he is obligated to take over the goods and place it into the toolbox. In case, three working days elapse from delivery of goods to the address of toolbox location, and the Buyer will not notify the Seller any irregularities or defects of goods, it is considered that goods is without apparent defects and were properly delivered to the Buyer, the Buyer accepted it and placed it to the toolbox.

VIII. The Buyer assures operation of toolbox on own expenses, the Seller assures on own expenses its functionality and serviceability (when the possible non-functionality or nonserviceability was not caused by direct fault of the Buyer, in such case the Buyer bears the expenses for recommissioning of the toolbox).

IX. The Seller monitors consumption of goods from toolbox based on the automatically sent reports on removal of goods from the toolbox, and always after the end of a calendar month, he issues to the Buyer an invoice for the consumed goods. Any time, the Seller has a right, after the previous written advice note delivered to the Buyer with the time-ahead of at least five working days, to make inspection of consumption of tools by means of a personal inspection of the state of goods in the toolbox. -9-

X. The Seller keeps accounting of state and movement of goods in the toolbox and he is entitled to make stocktaking. On a day of stocktaking, he prepares a stocktaking (inventory) list, which includes specification and number of pieces of goods and stocktaking protocol. After that, the representative of the Seller at presence of a responsible person or authorized person of the Buyer compares state of goods in the stocktaking list with the actual physical state of goods in the toolbox. The detected results are written into the stocktaking list and stocktaking protocol. All persons present or participating at stocktaking sign both the protocol and the compared stocktaking lists. In case, a shortage of physical state of goods will be found during the stocktaking, the Seller is entitled to issue an invoice to the Buyer for missing goods. Shortage of goods can also be included into common (regular) invoicing for month consumption of goods from toolbox. In case of detected surplus, the Buyer is obligated to remove the excess quantity of goods from the toolbox.

XI. The Buyer bears all the risks related to damages of goods stored in the space of toolbox and for damages on the own toolbox. Such risks are e.g. theft, fire, mechanical damaging, natural disaster or force majeure. The Buyer is obligated to notify the Seller of all losses or damages of goods placed in the toolbox or damaging of the toolbox itself immediately after their detecting. In case of a loss or damaging of goods in the toolbox or in case of damaging of the toolbox itself, the Buyer is obligated to indemnify the Seller for the loss incurred based on the invoice for the volume of destroyed, damaged or lost goods and/or at the same time losses on the toolbox itself. Price for the toolbox itself (without goods) in case of its complete destroying has been agreed between parties for 400,000 CZK (without VAT); in words: four hundred thousand of Czech crowns.

XII. The Buyer is obligated to enable to the Seller unlimited access to the toolbox for the purpose of execution of property rights and also to goods, which was taken-over by the Buyer as goods intended for placing into the toolbox. The Buyer undertakes to provide the Seller with all necessary cooperation at handling the toolbox in premises of the Buyer (esp. handling technique), and or in other rooms (see clause XIV). In case, the Buyer disables or limits access to the toolbox or goods loaded inside it for the representative of the Seller, the Seller is entitled to withdraw from this agreement immediately and to require immediately payment of a contractual penalty from the Buyer in the amount of the price of the toolbox itself increased by the price of goods placed inside it, which will be based on the last stocktaking (reduced by the subsequent invoices and increased by delivered goods). The contractual penalty is payable at 30 days after the day of delivery of the invoice, which includes the contractual penalty. Payment of the penalty does not affect compensation for damages of the Seller.

XIII. In case, the toolbox is placed in other premises, which are not property of the Buyer, all provisions of the Article 7, clause XI. of these VOP remain unaffected, and the Buyer is obligated to submit to the Seller a permission of the owner of premises (property), where the toolbox should be placed. Given permission must respect engagements of the Article 7, clause XII. of these VOP, regarding possible access of the Seller to his property. Permission of the owner of premises, where the toolbox should be placed, will form an integral part of the concluded purchase agreement.

XIV. The Seller has identified every toolbox as a subject in his ownership with his name, registered office and Identification number, in addition to the identification, which is given on the manufacturer plate. The Buyer must never handle the marking or identification data of toolbox so that these data will be made illegible. In case of breach of this duty, the Buyer is obligated to pay to the Seller penalty in the amount of 10% of the price for toolbox. The contractual penalty is payable within 30 days after the day of delivery of the invoice, which -10-

includes the contractual penalty. Payment of the penalty does not affect compensation for damages of the Seller.

XV. To provide a trouble-free operation of toolbox, for communication needs between the toolbox and the system of the Seller and for needs of a remote administration of the toolbox, the Buyer undertakes to provide the Seller (in place of toolbox placing) with

- 1) High-speed internet connection via LAN for TCP/IP and SMTP protocols
- 2) Remote access to PC of the toolbox by means of VPN (Logmein program)
- 3) Free 25 port for e-mail communication
- 4) Free 80, 443, 5983 port for TeamViewer
- 5) Free 12489 port for Nagios

XVI. For deliveries according to this Article, the VOP are valid as a whole, if no other specific modification is given in this Article.

Article 8 Delivery of goods by means of consignment stock

I. The consignment stock is a space determined in storage facilities of the Buyer, in which goods of the Seller is stored. The Buyer takes goods from the consignment stock according to his needs and records the removed goods. Goods in the consignment stock should be placed so that it could be always and under all circumstances distinguished from other stocks of the Buyer and it has to be protected against access of unauthorized persons. The Buyer is obligated to appoint an authorized person, which will be responsible for administration of the consignment stock and recording of removed goods; in case, this person will be changed, the Buyer is obligated to inform the Seller about such changing without delay. The Seller will confirm the change immediately after he receives the notification of

change.

II. The Buyer is obligated to assure storage and identification of goods so that the goods will be identifiable as ownership of the Seller, with the name, registered office and identification number. The Buyer must in no case to tamper the identification of the goods so that this information would not be detectible by any person. In case of breach of this duty, the Buyer will be obligated to pay a penalty to the Seller in the amount of 10% of the price of goods recorded in the consignment stock on the date of the last stocktaking, which preceded the breach of the duty on the part of the Buyer. The penalty is payable at 30 days after delivery of the invoice which includes the penalty. Payment of the penalty does not affect compensation for damages of the Seller.

III. The Buyer declares that the person responsible for administration of the consignment stock has been verified by the Buyer regarding its penal integrity and professionally skilled to fulfil duties resulting from this agreement on behalf of the Buyer. If this agreement will specify any duty for a responsible person, it is considered that it is a duty of the Buyer, which will assure fulfilment of the duty directly by means of the responsible person.

IV. In case of goods intended for storage in the consignment stock, the goods will be delivered to the Buyer to the address of location of the consignment stock along with the transfer -11- receipt document, with exact specification of the content enabling to make quantitative acceptance. The Buyer is obligated to confirm take-over (acceptance) of the goods.

V. Replenishing of goods into the consignment stock can be solved by a single or partial delivery so that the minimum quantity of goods would be assured in the consignment stock. The minimum quantity of goods must be agreed between the Seller and the Buyer in written and it can be continuously changed by a written agreement according to requirements of the Buyer. Onesided reducing of the minimum quantity of goods on the part of the Seller is possible in case of such goods, which has not been removed by the Buyer from the consignment stock for more than three months. One-sided reducing must be confirmed in written by both the Seller and the Buyer. On all purchase orders of goods intended for the consignment stock, the Buyer is obligated to mark clearly, it is the replenishment of goods for the consignment stock.

VI. The Seller is entitled to invoice special items or non-standard items intended directly for the specific customer for its production after non-removal of these items from the consignment stock for longer than 4 months after their delivery to the consignment stock. The Buyer is informed on the fact, it is a non-standard or special item to which the rule of invoicing relates, in written and prior to ordering and placing of the item into the consignment stock, and in addition, the Buyer must approve delivery of this item in written.

VII. Every delivery of goods to the consignment stock will be notified to the Buyer at the latest one day prior to the expedition.

VIII. Stock out of goods from the consignment stock is recorded by the Buyer only by means of the responsible person appointed by him, and always at the latest on 5th day after the end of the calendar month, he will send to the Seller in a clear and by the Seller standardized form list of consumed goods removed from the consignment stock during the last month. Based on this list, the Seller will issue an invoice for the consumed goods. At any time, the Seller is entitled, after previous written notification to the Buyer delivered at least five working days in advance, to make inspection of consumption of tools by personal checking of the state of goods in the consignment stock.

IX. The Seller keeps accounting of state and movement of goods in the consignment stock and he is entitled to make stocktaking. On a day of stocktaking, he prepares a stocktaking (inventory) list, which includes specification and number of pieces of goods and a stocktaking protocol. After that, the representative of the Seller at presence of a responsible person or authorized person of the Buyer compares the state of goods in the stocktaking list with the actual physical state of goods. The detected results are written into the stocktaking list and stocktaking protocol. All persons present or participating at stocktaking sign both the protocol and the compared stocktaking lists. In case, a shortage of physical state of goods will be found during the stocktaking, the Seller is entitled to issue an invoice to the Buyer for missing goods. Shortage of goods can also be included into common (regular) invoicing for month consumption of goods from the consignment stock. In case of detected surplus, the Buyer is obligated to remove the excess quantity of goods from the consignment stock.

X. The Buyer bears all the risks related to damages of goods stored in the space of the consignment stock. Such risks are e.g. theft, fire, mechanical damaging, natural disaster or force majeure. The Buyer is obligated to notify the Seller of all losses or damages of goods placed in the consignment stock immediately after their detecting. In case of a loss or damaging of goods in the consignment stock, the Buyer is obligated to indemnify the Seller for the loss incurred

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based on the invoice for the volume of destroyed, damaged or lost goods. In case, the Buyer repeatedly disables to the representative of the Seller access to the goods stored in the consignment stock, the Seller is entitled to demand payment of a penalty from the Buyer in the amount of a price for the goods, which will be based on the last stocktaking (reduced by the subsequent invoices and increased by delivered goods). The contractual penalty is payable at 30 days after the day of delivery of the invoice, which includes the contractual penalty. Payment of the penalty does not affect compensation for damages of the Seller paid by the Buyer.

XI. For deliveries according to this Article, the VOP are valid as a whole, if no other specific modification is given in this Article.

Article 9 Commissioning of the equipment

I. Prior to the commissioning, the Buyer will make all connections and adjustments of the equipment within 10 working days after delivery of equipment, and he will inform the Seller on this fact in a written notice on readiness of equipment for commissioning. The Seller will start commissioning of the equipment within five working days after the Buyer has made all connections and adjustments of the equipment and after the written notice of readiness was delivered to the Seller by post or electronically (by e-mail) to the e-mail address of the Seller. II. Within connecting and adjustment of the equipment, the Buyer is obligated to provide on his expenses and risk:

- 1) unpacking, unwrapping the machine itself, including accessories and its transfer to the place of installation;
- 2) Foundation for positioning and fastening of the machine, made according to the foundation plan of the manufacturer;
- 3) Separate electric power supply corresponding to the total power input of the machine;
- 4) Separate connection of the machine to given electric network according to the electrodocumentation delivered to the equipment, by an inspection technician, which will verify given connection and based on the proper wiring, he will issue an inspection report, which will be available for the Buyer before commissioning of the machine
- 5) Lifting and handling technique corresponding to the weight and character of delivered equipment both with its bearing capacity and with kind. The equipment can be handled only in ways

described in the operating manual for both lifting and transfer.

6) Preparing of a report on the course of connection and adjustment, which must include all circumstances on handling of the Buyer with the equipment, and this report must explicitly include information on problems and extraordinary circumstances at connecting and adjustment of the equipment.

III. All commissioning, all functions will be tested both in the manual and in automatic operation.

IV. Takeover of the equipment will be confirmed by the takeover protocol signed by the Buyer immediately after commissioning of the equipment. By undersigning of the takeover -13- protocol, the equipment is tested and delivered to the Buyer for operation. Until the handover of the equipment for operation, and thus signing the takeover protocol by buyer is prohibited entering to the marked area around equipment. The area is marked by seller and this area is defined for establishment of operational equipment (installation, debugging equipment, etc.). Into the marked area are allowed only those sellers who carry out commissioning equipment. At this time also it is not allowed in any way by anyone interfere in the process of commissioning device, which is performed by the seller. The buyer agreed with the seller can stop the process of commissioning a device according to a defined and agreed procedure. In this case, the buyer assumes full responsibility for all the consequences of the time delay commissioning of equipment and other obstacles seller that arise from a stop or limit the process of commissioning the device. The equipment is handed-over by the Seller even in case, the Buyer refuses to undersign the takeover protocol without given reasons, which would substantiate the right of the Buyer not to accept the equipment according to these VOP or, if the Buyer would refuse to provide cooperation to the Seller for installation or testing of the equipment.

V. Trainings, subject to these VOP, will be carried out by the Seller at the Buyer in place of delivery.

VI. The Buyer undertakes to access the premises of its object to the technician of the Seller for commissioning of the equipment. In case, the Buyer will not provide cooperation to the Seller represented by accessing of the equipment for its commissioning regardless of the written notification with the 15-days alternative term, the claim of the Seller for unpaid parts of the purchase price becomes payable and the Seller is entitled to invoice the purchase price. If the Buyer will not enable commissioning regardless of the written notification with 15-days alternative term, the duty for commissioning passes to the Buyer and the equipment is considered to be handed-over (accepted).

VII. At conclusion of the purchase agreement for the equipment, the Buyer is obligated to submit to the Seller an insurance contract for insurance of foreign machine with indemnification in full value of agreed purchase price of the equipment in case of wrong handling of machine or in case of improper transfer of machine after takeover from the freighter. Insurance must include without cooperation of the Seller unchangeable provision on payment of indemnification in favour of the Seller. This insurance terminates on the date of passing of ownership right of goods according to the Article 11 of these VOP to undamaged equipment.

VIII. The Buyer undertakes to train employers of the Seller or of the third party, which is used for performance of obligation of the concluded purchase agreement for the equipment about principles of BOZP (occupational health and safety), PO (fire prevention) and company operation. The Seller undertakes to observe these principles and to respect specified regulations, and further, he undertakes, for the case, he will use a third party or its employers for fulfilment of duties resulting from the concluded purchase agreement for the equipment, to assure, that also they will fulfil all duties of the Seller resulting from this agreement or generally binding legal regulations. Workers of the Seller or of the third party will have all necessary obligated authorizations, necessary for making of activities in the company of the Buyer, including a to liability insurance for damages caused by their activities.

I. The Seller declares that the equipment complies with provisions of currently valid regulations relating to accident prevention and provisions of regulations on CE conformity. The Buyer acknowledges, he is not entitled to disassembly protective lining, because such equipment does not more comply with regulations relating to accident prevention.

II. The Seller declares, the equipment is equipped with a drive with a controllable frequency, which assumes fulfilment of conditions for wiring. If these assumptions are not met, it is necessary to contact the appropriate electricity company before connecting of the machine (equipment). -14-

Article 11 Reservation of ownership and passing of risk of damage

I. Risk of damage of goods and equipment passes from the Seller to the Buyer upon delivery of goods and equipment to the required address of the Buyer. The delivery note of the goods and equipment is available in two copies (one for the Buyer one for the Seller). The Buyer is obligated to mark acceptance of the goods and equipment in the delivery note by an authorized, responsible and by him trained person, and in this delivery note, there will be given only records according to the content of the delivery note. The delivery note includes date of hand-over of goods or equipment by the freighter, identification of the Seller, of the Buyer, of delivered goods and of documents delivered together with the goods and other records mentioned in the delivery note by the Seller. In case, the goods or equipment will have apparent defects, which do not impede (hinder) its function, the Buyer is obligated to mark these defects in the delivery note, to take over the goods and to apply defects according to the Article 14 (conditions of guarantee) of these VOP.

II. The right of ownership to equipment passes from the Seller to the Buyer by passing the equipment to operation on the basis of the signed the takeover protocol under the Article 9, paragraph IV. these VOP and together upon a full payment of the purchase price of the equipment. Ownership right to goods passes from the Seller to the Buyer upon a full payment of the purchase price. Until full payment of the purchase price of goods and equipment and together till takeover of the equipment based on the signed protocol under the Article 9, paragraph IV. these VOP, the Buyer must not pass the goods or equipment to the third parties, or otherwise dispose of it or charge it with rights of lien or any other rights of third parties. The Buyer is obligated immediately after takeover of the goods or equipment to provide the goods or equipment with a visible identification of ownership right of the Seller, and to retain this identification on goods or equipment until full payment of the purchase price in compliance with the concluded purchase agreement. In case of initiation of insolvency, execution of decision or distraint against the Buyer as a required, the Buyer is obligated to notify the Seller immediately and to provide all information and documents required for claiming the rights of the Seller to the goods or equipment. The Buyer is obligated to pay to the Seller all costs, which the Seller spent for protection of his ownership right to the goods or equipment against interventions of third parties, when these costs were not paid by these third parties, and within 10 days after delivery of a written notice from the Seller to the Buyer. III. Destroying, loss or theft after passing of the risk of damage does not relieve the Buyer of his duty to pay the agreed purchase price to the Seller.

V. The Buyer bears the risk of accidental loss or damage on equipment and goods from the moment of their takeover from the freighter.

Article 12 Liability for damages

I. The liability of the Seller for damages on the property is covered by operations liability insurance of the Seller. The Seller will precise to the Buyer extent of the insurance in case of his written request.

Article 13
Cancellation of agreement, contractual penalty

I. The Buyer and the Seller can withdraw from the concluded purchase agreement in case of a breach of duty by the second contracting party under conditions defined by the law No. 89/2012 Coll., Civil Code, as amended. The Buyer and the Seller are obligated before the withdrawal from the concluded purchase agreement to notify the defaulting party in written of specific breach of the agreement, and to provide the second party time for fulfilment of its duties resulting from the concluded purchase agreement, or for removal of defects, within a time reasonable to given problem. The time must be feasible and it must not be shorter than 10 working days. II. The

Buyer is entitled to withdraw from the concluded purchase agreement also in case, the Seller did not deliver the goods or equipment to the Buyer in compliance with agreed conditions and did not remedy this breach even in a additional reasonable time.

III. The Seller is entitled to withdraw from the concluded purchase agreement also in case that: 1) The Buyer did not takeover (accept) the goods or equipment under conditions given in the concluded purchase agreement, and did not remedy this breach even after the additional reasonable time provided to him by the Seller in the written request for remedy delivered to the Buyer with the fact that this time must not be shorter than 5 and longer than 10 working days;

2) The Buyer did not take measures required for commissioning of the equipment according to the Article 9, Par. I. and according to the Article 9, Par. 2 of these VOP or did not inform the Seller on this fact in written within 30 days after delivery of the equipment to the required address of the Buyer, and in the additional time of 30 days determined by the Seller;

3) The Buyer did not pay whatever part of the purchase price for goods or equipment, and did not remedy this breach even in the additional reasonable time provided to him by the Seller in the written request for remedy delivered to the Buyer with the fact that this time must not be shorter than 5 and longer than 10 working days;

4) The Buyer up to now has not paid the purchase price in its full amount and insolvency proceeding has been initiated regarding the property of the Buyer

5) The insolvency or execution proceedings has been initiated against the Buyer, or possible another proceeding (legal, administrative, arbitrary proceedings, which will hinder the Buyer to fulfil the concluded agreement)

IV. Withdrawal from the concluded purchase agreement for equipment is legally effective upon the date, when the written notification of withdrawal from the concluded purchase agreement was delivered to the second contracting party. By the withdrawal, all rights and duties of contracting parties resulting from the concluded purchase agreement will become extinguished.

V. Withdrawal from the concluded general purchase agreement for goods is possible by means of a written notice of termination sent by any of contracting parties without giving a reason. The notice period in such case is 2 months, and it starts from the first day of the month following the month, in which the notice was provably delivered to the second contracting party.

VI. It is possible to withdraw from the concluded general purchase agreement for goods or equipment also after mutual agreement of both contracting parties. The mutual agreement must be made in written and signed by both contracting parties. The purchase agreement in such case terminates upon the agreed date.

VII. In case of withdrawal from the concluded purchase agreement, the Seller is obligated to return to the Buyer the already paid purchase price or its part after subtraction of possible penalties for non-fulfilment of duties of the Buyer, and within the time of 30 days. VIII. The duty of the Seller to return the purchase price dependents on the fact, the Buyer provided to the Seller his cooperation at returning of the goods or equipment, i.e. he enabled loading and transport of goods or equipment by the freighter of the Seller within 30 days after withdrawal from the agreement.

Article 14.
Guaranty conditions of delivered equipment and goods

I. The Seller is obligated to deliver to the Buyer goods or equipment in agreed quantity, quality and workmanship. If the quantity and workmanship have not been agreed, the Seller makes his performance in the quality and workmanship suitable for the purpose apparent from the concluded purchase agreement; otherwise for usual purpose.

II. Rights and duties of the Buyer and the Seller regarding rights from faulty performance complies with appropriate generally binding legal regulations (especially provisions of the Sections 1914 to 1925, Section 2099 to 2117 and Section 2161 to 2174 of Civil Code). III. Liability for defects of performance of the Seller for goods is given by the guarantee of the manufacturer at every kind of goods, and it is not later than 6 months after delivery of goods to the Buyer. Liability for defects of performance of the Seller for control system of the equipment is 24 months after commissioning of the equipment and for mechanical parts of the equipment is 12 months after commissioning of the equipment provided that the equipment is used in compliance with the operating manual and under observance of prescribed service inspections. Guarantee defect of the equipment is the mechanical, electrical or software defect of the equipment, which will cause its out of order or limitation of its functions or showing of parameters different from technical documentation and parameters given in the concluded purchase agreement relating to the appropriate equipment. The guarantee relates to defects of the equipment caused by its manufacturing defects and defects of the equipment clearly relating to its improper adjustment by service technicians of the Seller.

IV. The guarantee period starts upon the date of takeover of goods by the Buyer or upon the date of signature of the takeover protocol of the equipment or upon the date, when the Buyer, contrary to its duties, gets into delay with signing of the takeover protocol for the equipment. The liability for defects and guarantee do not relate to defects and losses occurred by usual wearing, unprofessional use, by force majeure, by intervention of third parties without consent of the Seller and by handling the performance of the Seller or using of the performance of the Seller for other purposes, than the performance of the Seller is intended to. The guarantee period of the equipment will prolong by the time, for which the equipment is out of order due to the guarantee defect approved by the Seller (time from a written reporting of the defect to its remedy).

V. The liability for defects and guarantee do not relate to consumables (operating fillings, bulbs, fuses, toothed belts etc.) and usual wearing of parts of equipment. The guarantee defect is not the situation, that the equipment does not provide certain functions or does not achieve parameters, except those, which are described in the concluded purchase agreement, technical specification or other technical documentation directly relating to the appropriate equipment. The guarantee defect is not a defect on a part of the equipment damaged by its using in conflict with the operating manual or by mechanical damaging caused by unprofessional operation and handling. Further, the guarantee defect is not a defect, failure, functional defect, damaging of the equipment or its parts caused by force majeure (element, power supply variations or breakdown or overvoltage in the grid etc.) or by non-observance of instructions given in the operating manual and maintenance manual, by unauthorized interventions to safety elements of the equipment, by disassembling of safety covers and other safety elements of the equipment, by unauthorized or incompetent operation of the equipment, by non-executing of mandatory maintenance or lubrication of the equipment, by unsuitable or insufficient cleaning etc. Parts of the equipment damaged as a result of given facts are permanently excluded from guarantee and even in case, they were replaced or repaired within non-guarantee repairs during the whole guaranty period (for parts of performance of the Seller replaced out of guarantee, the guarantee of 3 months is applied). Remedy of nonguarantee defects and other repairs of the equipment made based on the order of the Buyer are paid commercial services, non-guaranty service of the Seller. Claims of the Buyer are also excluded, when damaging of goods and equipment was caused by the fault of the Buyer, e.g. wanton unprofessional intervention of the Buyer to goods and equipment or as a result of unintended use of the goods and equipment or by the fact, the Buyer will make changes in equipment software or use the goods and

equipment together with products not delivered or not approved by the Seller. The Seller does not undertake any liability or guarantee for equipment software or defects and faults on numerical control of the equipment incurred by use of software not delivered or not installed by the Seller. In case of change of installation of the equipment, the guarantee is retained, when it will be done after reporting of the fact to the Seller and in cooperation with him.

VI. The Buyer is obligated to inspect the goods and equipment repeatedly with due professional care without unnecessary delay after passing of risks of damage for goods to the Buyer according to the Article 11, Par. II. of these VOP.

VII. In case, the quantity or kind of goods or equipment at the hand-over or take-over will not comply with the concluded purchase order or the goods or equipment will have apparent defects, which can be found during inspection of goods or equipment made with a due professional care, the Buyer is entitled and obligated to mention such found defects in the delivery note. In case of defects of goods or equipment, which can be found only after delivery of goods and which will be applied by the Buyer within the guaranty period specified according to the Article 14, Par. II of these VOP, the Buyer is obligated to apply these defects in written to the Seller without unnecessary delay after their determination. In such case, the Buyer is only entitled to demand removal of defects of goods or equipment by repair or replacement of the part, if this is possible, or in case, the replacement of a part is not possible, to demand replacement of defect goods or equipment for a faultless one.

VIII. After that, the Seller is obligated to remove defects of goods or equipment or to deliver a faultless goods or equipment without unnecessary delay after receiving of a written notice from the Buyer.

IX. In case a specific defect or failure occurs on the goods or equipment, the Buyer will immediately inform the Seller on this fact. The notification must include exact description of the defect. At defects of the equipment, which occur irregularly, the description of operating state/s must be given, at which the defect is most often observed. The Buyer must be prepared to provide its cooperation to technicians of the Seller at detection of details, which have to be complemented for determination of the cause of equipment defects.

X. The liability of the Seller for defects of goods or equipment beside the examples already given in these VOP does not incur, if these defects were caused after passing of the risk of damage to goods (i) by external events, which could not be turned away, (ii) as a result of unprofessional handling or handling the goods or equipment in conflict with technical documentation relating to the goods or equipment, handed-over to the Buyer together with the goods or equipment, otherwise with usual care, (iii) by improper storage of goods or equipment. Liability of the Seller for defects also does not incur in case of apparent defects applied after takeover of goods and not mentioned in the appropriate delivery note, which could be detected with a due professional care at checking and inspection of goods by the Buyer.

XI. Defective goods and equipment covered by the warranty, the buyer must notify the seller no later than the end of the course the applicable warranty period. For machines with an extended warranty (more than 1 year) is the buyer, the call seller, the seller must complete a mandatory carried out a paid warranty inspection equipment according to the valid price list of the seller, and 12 months after commissioning. Appointment is determined based on negotiations between the parties, but not later than one month after receiving a call.

XII. Claims of the Seller for the subsequent payment of expenses in case, the defect will not be a claim defect, are not affected by this. These faults of equipment are removed and invoiced by the Seller according to the valid pricelist of service operations given separately in a service contract.

XIII. The Buyer is obligated to provide within the guaranty period removal of detected defects of the equipment caused by wrong or unsuitable operation or cleaning of the equipment, by collision of parts of the equipment and the workpiece or parts of the equipment to each other etc.), and which could result in originating of other defects of the equipment. The Seller is not responsible for defects, which occurred due to breach of this duty.

XIV. Not observing of the time for maintenance of the equipment on the part of the Buyer, not

removal of damaged or worn parts, mentioned by the Seller in the service protocol at the repair or checking of the equipment or in other written form (it relates to such parts of the equipment, which could cause subsequent losses or limit safe operation or its functions and guaranty does not relate to them), hindering of access to the equipment or its parts (control system) for service personnel of the Seller, as well as removing of data on history of operation of the equipment from its control system by the Buyer will be considered as gross violation of guaranty conditions, which gives to the Seller right to cancel the guarantee for the equipment or to limit it appropriately.

XV. The Seller is entitled to stop performance of guaranty service for the equipment or goods in case, when the Buyer is delayed with payment of its debts against the Seller and for the time until the debt will be fully paid. For this time, no right to prolongation of the guaranty period occurs for the Buyer.

XVI. The service worker is entitled to refuse performance of the guaranty repair of the equipment in case, when the workplace, on which the equipment of the Seller is situated, is not safe, the machine is strongly polluted, supply media have no defined parameters, the Buyer did not provide its cooperation for the repair (in case, the repair of the equipment is required in its production mode, refusal of preparing of the equipment for repair in agreed term, refusal of providing technical documentation for the equipment etc.). The service technician will document these facts and provide evidence at claiming compensation of costs relating to spoilt service intervention. The Seller is in this case entitled to reimbursement of costs including the time of the service technician at traveling (tariff as non-guaranty service), transport and other related expenses. In case, the service technician is called to perform a guaranty repair, and it is found, it is a non-guaranty repair (for example a collision between the tool and workpiece occurred), the Seller is in this case entitled to reimbursement of costs including the time of the service technician at traveling (tariff as non-guaranty service).

XVII. The Seller will inform the Buyer in written on appropriate contacts, on which the Buyer should report service demands for the equipment according to these VOP, including application of claims.

XVIII. The Seller is liable for damages occurred against the third parties due to repairs of the equipment maximum up to 10% of the purchase price of the equipment.

XIX. Place of performance of liability for defects of the equipment is the place, where the equipment has been placed. Place of performance of liability for defects of the goods is the registered office of the Seller.

XX. Service conditions, service intervention, reporting of service requirement of the equipment etc. is solved separately in the service agreement.

XXI. The Buyer applies defects, failures or claims of all items of the delivery directly at the Seller.

Article 15 Force Majeure

I. The Seller is obligated to observe the term of delivery of goods or equipment given in the confirmed purchase order or concluded purchase agreement with the exception of the act of force majeure. If the act of force majeure is the cause of delay or inability to fulfil the assumed obligation, the Buyer is not entitled to reimbursement for losses and at the same time the right for withdrawal from the concluded purchase agreement. -20-

II. Acting of the force majeure are such events as for example natural disasters, political instability, mobilization, strike, traffic accident, marine piracy, terroristic activity, war, lack of material caused by the supplier due to above given reasons, damaging of machines and equipment due to natural disasters or at internal disturbances, export and import limitations, prohibition of deliveries due to copyrights regardless they are on the part of the Seller, on the part of its contractors or on the part of the Buyer or other intervention, or other objective event, which changes conditions usual and existing in time of conclusion of the agreement, and which directly influences the possibility of the Seller to fulfil its obligations. If these events have an important extent, the Seller can

(partially or completely) withdraw from the concluded agreement or to extent reasonably the delivery term against the Buyer. In these cases, the Buyer waives any claims against the Seller.

III. The Seller is obligated to inform the Buyer on acting of the force majeure, and within 15 calendar days after its originating. In case, he won't do this, the Seller loses the right to plead the force majeure.

IV. The term of delivery of goods or equipment will be prolonged in case of acting of force majeure by the time of its continuation or by the time of delivery of new goods or equipment in cases such as, for example, complete destroying, loss, theft of original goods or equipment. However, the Seller is obligated to make all steps to shorten this delay as possible.

Article 16 Application of right

I. Relations not explicitly arranged in VOP, observe the appropriate provisions of Civil Code (Act No. 89/2012 Coll. as subsequently amended) and Law on commercial corporations (Act No. 90/2012 Coll. as subsequently amended), or provisions of other generally binding legal regulations.

II. The Buyer and the Seller undertake to solve all possible disputes, resulting from the concluded purchase agreement and related to it, by a joint negotiation. If this negotiation will not result in a settlement of dispute, competent court for its hearing is a county court or regional court according to the registered office of the Buyer.

Article 17

Delivery of documents and communication of changes of data

I. Addresses given in heading of the concluded purchase agreement or in the confirmed purchase order are obligated both for the Buyer and for the Seller at delivering of documents. The Seller and the Buyer are obligated, in case of changing of the address determined for delivery of documents or at changing of data under which they do their business, to inform the second party in written on this change without delay, at the latest within 5 calendar days. After delivery of the notification on changed address, the Buyer and the Seller are obligated to use this changed address for delivery or to use the data in changed extent and they cannot refer to previously given data. 21-

II. Delivery of any document means personal hand-over of this document to the second party against a signature on the copy of the document including the date of take-over (or if the date is not given, contracting parties understand that the document was delivered upon the date given as the date of issue of the document), or by sending of the document as a registered letter to the address given in the heading of the concluded purchase agreement or in the confirmed purchase order, or by sending of the document electronically (by e-mail) to the e-mail address of the second party given in the heading of the concluded purchase agreement or in the confirmed purchase order. The Seller and the Buyer assume that the incoming shipment sent using operator of postal

services was delivered on the third working day after its posting, in case of posting abroad than 15 working days after posting, in compliance with Section 573 of Civil Code.

Article 18 Exclusions

I. The Seller and the Buyer explicitly exclude application of provisions of Section 1793 and following, and Section 1796 and following of the Civil Code, when mutual performances are considered by the Seller and the Buyer as reasonable, and at conclusion of the purchase agreement none of the parties acted under pressure, inexperience, reasoning disability, affection or carelessness; similarly the Seller and the Buyer explicitly exclude application of provisions of Section 1765 and Section 1766 of the Civil Code defining change of circumstances, because the contractual relationship is agreed already with regard to possible changing of circumstances during its life.

Article 19 Final Provision

- I. These VOP are valid in the text given on web site of the Seller at the moment of sending of the electronic purchase order by the Buyer.
- II. The Seller can change or modify the text of VOP . This provision does not affect rights and duties arising during legal efficiency of the previous wording of VOP. Changing of VOP will always be disclosed with the exactly given moment, when this change occurred.
- III. These VOP come into force and efficiency on 28.6.2016.