

General Business Terms & Conditions

These General Business Terms & Conditions (hereinafter referred to as "**Conditions**") shall apply to any and all contracts between the company Dukane IAS, s.r.o., Ident. No. 271 87 934, having its registered seat at Praha 7, Bubenská 1536/43, PSČ 170, Czech Republic, registered with the Commercial register, maintained by the Municipal court in Prague (CZ) ("**we**" or "**us**") being the seller and/or service provider and the customer who orders based on the respective contract goods or services from us.

We are entitled to amend, extend and/or cancel these Conditions or any part of it at any time, however we are obliged to inform the Client about such change without undue delay. The Client shall agree with such change of such amended Conditions either in writing or implied when continuing to negotiate business with us and/or continues orderings goods and services from us.

1. Definitions

In these Conditions the following terms shall have the meaning as defined in this Art. 1:

"Client" shall refer to any legal entity or individual who enters with us into a contract according to which we provide goods and/or services.

"Contract" shall refer to any oral, implied and/or written agreement between us and the Client according to which we deliver goods and/or services to the Client.

"Delivery Date" means the date specified by us on which the delivery of the goods and services shall be finished.

"Intellectual Property Rights" refers to any and all patents, trademarks, designs, copyrights, know-how.

"Price" shall refer to the remuneration owed by the Client to us. The Price– if included in price lists, offers, confirmations, product advertisement, correspondence or the like - shall be **net** if not explicitly stated otherwise. To the Price value added tax, packaging, transport costs, insurance, duties, customs or any other amount accrued to us within the framework of a contract shall be added and reimbursed by the Client.

"Remuneration" shall refer to the sum of the price and all other costs accrued to us with regard to the contract, including but not limited to value added tax, packaging, transport costs, insurance, duties, customs or any other amount.

2. General

- 2.1 These Conditions form an integral part of any Contract. Explicit written agreements between us and the Client in the Contract shall supersede the provisions of these Conditions.
- 2.2 Terms and conditions of the Client shall not apply to our contractual relationship, even if referred to by the Client and not explicitly declined by us.
- 2.3 All orders for goods and/or services shall be deemed to be an offer by the Client to purchase goods and/or services pursuant to these Conditions.
- 2.4 Nothing in these Conditions shall effect the statutory rights of any Client dealing as a consumer.

3. Remuneration and Payment

- 3.1 Payment of the Remuneration is strictly cash with order and due and payable within thirty (30) days following the date of issuance of the respective invoice unless a credit account for the benefit of the Client has been granted by us in written form.
- 3.2 We shall be entitled to charge interest on overdue invoices from the date when payment becomes due until the date of payment in full at a rate of 0.05% for each day of delay.
- 3.3 We reserve the right to grant, refuse, restrict, cancel or alter credit terms at our sole discretion at any time.
- 3.4 If payment of the Remuneration or any part thereof is not made by the due date, we shall be entitled to (cumulatively):
 - 3.4.1 require payment in advance of delivery in relation to any goods or services not previously delivered;
 - 3.4.2 refuse to make delivery of any undelivered goods and/or services whether ordered under the Contract or not and without incurring any liability whatever to the Client for non-delivery or any delay in delivery;
 - 3.4.3 appropriate any payment made by the Client to such of the Goods (or Goods supplied under any other Contract) as we may think fit;
 - 3.4.4 terminate the Contract;
 - 3.4.5 request interests (see Article 3.2 hereof) and/or damages accrued.

4. Description / Samples

- 4.1 Any description given or applied to the Goods is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the Client hereby affirms that it does not in any way rely on any description when entering into the Contract.

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Client

- 4.2 Where a sample of the Goods is shown to and inspected by the Client, the parties hereto accept that such a sample is so shown and inspected for the sole purpose of enabling the Client to judge for itself the quality of the bulk, and not so far as to constitute a sale by sample.
- 4.3 Descriptions and/or samples do not represent confirmed / committed characteristics of the Goods in accordance with applicable law, unless explicitly guaranteed by us individually in the Contract or the order acceptance.

5. Delivery

- 5.1 Unless otherwise agreed in writing, delivery of the goods shall be provided EXW (Incoterms 2010).
- 5.2 In case we are involved in or asked to arrange transport of such goods, such transport shall be provided at the expense and risk of the Client. Client shall ensure appropriate insurance and safety of the goods.
- 5.3 The risk of loss and damage of the goods shall pass to the Client according to EXW (Incoterms 2010) at our premises at the moment that such good have been handed over to the Client and/or a third party arranging or providing the transport of the goods.
- 5.4 The date of delivery specified by us is an estimate only. Time for delivery shall not be of the essence of the Contract and while every reasonable effort will be made to comply with such dates compliance is not guaranteed and the Client shall have no right to damages or to cancel the order for failure for any cause to meet any delivery date stated.
- 5.5 If we are unable to deliver the goods for reasons beyond our control, then we shall be entitled to place the goods in storage until such time as delivery may be effected and the Client shall be liable for any expense associated with such storage.
- 5.6 If the Buyer fails to accept delivery of Goods on the delivery date or within three (3) days of notification that they are ready for despatch whether prior to or after the delivery date the Seller reserves the right to invoice the goods to the Client and charge him therefore. In addition, the Client shall then pay reasonable storage charges or demurrage as appropriate in the circumstances until the Goods are either despatched to the Client or disposed of elsewhere. The risk of loss and damage of the goods shall pass to the Client in the moment that the Client could have collected the goods with due diligence and undue delay.
- 5.7 We are entitled to deliver the goods by instalments and where the goods are so delivered, each delivery shall constitute a separate contract and failure by us to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Client in respect of any one or more instalments shall not entitle the Client to treat any other related contract as repudiated.
- 5.8 Where the Client requires delivery of the Goods by instalments, rescheduling requires our written agreement and will not be possible unless at least three (3) month's written notice is provided and so agreed. Each delivery shall constitute a separate contract and failure by the Client to pay the Price in respect of any instalment shall entitle us to treat any other related contract as repudiated in addition to any other rights we might have pursuant to these Conditions.
- 5.9 Notwithstanding that the Seller may have delayed or failed to deliver the Goods (or any of them) promptly the Buyer shall be bound to accept delivery and to pay for the Goods in full provided that delivery shall be tendered at any time within 3 months of the delivery date.
- 5.10 We are freed from delivering the goods and may withdraw from any respective Contract if we are for reasons beyond our best efforts legally, financially, technically or otherwise not able to comply with the contract as anticipated by us at the moment of conclusion, including but not limited to export bans, increased raw material prices, raw material availability and or non-conformity of our products in a certain jurisdiction.

6. Services

- 6.1 Along with our products we do not owe and/or provide services with regard to usability, usefulness, maintenance, operation and/or any other operational aspect of our products that we sell to the Client. It is the obligation and the risk of the Client to determine if the goods delivered by us are fit for the intended use. Even if the Client should inform us about the intended use, such information shall be merely a non-binding communication and do not represent an information we are obliged to consider or comply with when manufacturing and/or delivering our goods to the Client, unless explicitly confirmed by us.
- 6.2 We do offer services as set out in Article 6.1 hereof as additional paid services, which the Client has to order in written form explicitly.
- 6.3 In case, the Client orders additional services as set out in Article 6.1, the Client shall – if not otherwise agreed upon in written form - be obliged to reimburse us according to our posted International service rates.

7. Acceptance

- 7.1 We are a distributor of goods and the Client is exclusively responsible for detailing the specification of the Goods, for ascertaining the use to which they will be put and for determining their ability to function for that purpose.
- 7.2 The Client is required to test the goods immediately upon delivery and shall be deemed to have accepted the goods after expiration of fourteen (14) days after delivery to the Client. Accordingly, no claim for
- 7.2.1 obvious defects and/or damages,
7.2.2 defects that could have been determined by application of professional diligence,
7.2.3 missing quality and/or explicitly committed characteristics of the goods and/or
7.2.4 any other form of non-compliance of the goods

will be entertained (without prejudice to our other rights pursuant to these Conditions) unless written notice together with all supporting evidence is received by us within fourteen (14) days of delivery.

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Client

- 7.3 After acceptance, the Client shall not be entitled to reject goods which are not in accordance with the respective Contract.
- 7.4 In case the Client submits to us a written notice in accordance with Article 7.2 hereof, Client must separate the goods subject to such a claim and keep such goods safe, unaltered, non-operated, uninstalled and prepared for an inspection by us. We undertake to inspect such goods within fourteen (14) after receipt of the respective notice. In case we do not show up in time, without the Client being at fault, a non-show shall represent a waiver on our side to inspect the goods and approval of Client's non-compliance notice. In case we inspect and determine that the non-compliance notice of the Client was not justified, Client shall reimburse us in accordance with Article 6.3 hereof.
- 7.5 The Client shall not remove or otherwise interfere with the marks or numbers on the goods. Any breach of this obligation results in the invalidity of any and all warranty right the Client might have under the Contract, this Conditions and/or applicable law.
- 7.6 The Client, if being an automation/integration provider, acknowledges that our products are purchased solely as a component to their product and that under no circumstances we accept responsibility for the overall success, usefulness and usability of his equipment in which our product has been implemented. In such case Client acknowledges that he is solely responsible unless previously agreed upon in writing. The Client agrees:
- 7.6.1 to integrate our products to his equipment,
7.6.2 to secure a smooth, faultless operation of our product in his equipment and
7.6.3 to secure that his equipment is fit for purpose, intended by the final customer of the equipment.
- 7.7 The Client, if being an automation/integration provider is not entitled to act on our behalf towards his customers. The Client must not lead a customer of his to the impression that our products have certain specifics and/or are fit for a certain purpose, unless we confirmed such specifics and/or that the product is fit for purpose in written form beforehand. Such customer must not be led into expectations with regard to our product which we did not guarantee in writing. Client shall indemnify us, our statutory bodies, our employees and/or any third party participating on our side in the fulfilment of the Contract for any costs, expenses, damages, loss of business and/or reputation occurred with regard to false, incomplete, unconfirmed and/or misleading information provided to such customers with regard to our products.
- 7.8 The Client, if being an end user of our products, acknowledges that he is solely liable that the product is fit for purpose and that under no circumstances we accept responsibility for the overall success, usefulness and usability of our products within the operation of the Client.

8. Data

- 8.1 Client is obliged to provide all necessary data within the timeframes specified by us otherwise without undue delay after submitting the order. Client acknowledges that late delivery of data may cause late delivery of the goods.
- 8.2 The Client acknowledges that we furthermore do not accept liability in case we obtain from Client incorrect, incomplete, wrong, corrupted and/or otherwise unuseful data.
- 8.3 Data may be provided to us by data transfer via email, file transfer services and or access to file hosting servers. Data must be in readable format and uncorrupted.
- 8.4 When providing data Client warrants especially that the data is
- 8.4.1 free from malware,
8.4.2 not subject to third parties intellectual property rights unless a valid license has been obtained by the proprietor of such intellectual property right, whilst license have to be also to our benefit, granted for and indefinite time, irrevocable and geographically unlimited,
8.4.3 not subject to applicable legal provisions on the protection of personal data,

and indemnifies us, our employees, suppliers and any other third party participating on our side in the fulfilment of the Contract.

9. Warranties

Warranties on goods and services are solely provided by us under the International Warranty Policy which forms a separated agreement next to the Contract. No provision in these Conditions and/or the Contract shall be understood or represent a warranty granted by us in extend to the warranties set out in the Warranty Policy.

10. Transfer of ownership title

- 10.1 Notwithstanding delivery and the passing of risk in the goods, or any other provision of these Conditions, the ownership title in the goods shall not pass to the Client until we have received in cash or cleared funds payment in full of the Remuneration.
- 10.2 Until transfer of the ownership title according to Article 10.1 hereof, the Client shall hold the goods as our fiduciary agent and Bailee, and shall keep the goods separated from other goods, products, raw materials, tools, machinery and other property, whilst our goods have to be duly stored, protected, insured and identified in our ownership.
- 10.3 Until transfer of the ownership title Client is not entitled to pledge, install, operate or integrate our goods in a third parties equipment or machinery.

11. Insolvency of the Client

- 11.1 If the Client fails to pay the Remuneration in full in accordance with the Contract or commits any other breach of this Contract or if any distress or execution shall be levied upon any of the Clients's property or the goods or if the Client offers to make any arrangement with its creditors or commits an act of bankruptcy or if any petition in bankruptcy is presented against the Client or the Client is unable to pay its debts as they fall due or if being a limited company any resolution or petition to wind up the Client (other than for the purpose of amalgamation or reconstruction without insolvency) shall be passed or presented of if a receiver, administrator administrative receiver or manager shall be appointed over the whole or any part of the Client's business or assets or if the Client shall suffer any analogous proceedings under foreign

law or if any such matter as provided for in this clause is reasonably apprehended by us all sums outstanding in respect of the Goods shall become payable immediately.

12. Liability

- 12.1 No liability of any nature shall be incurred or accepted by us in respect of any representation made by us, or on its behalf, to the Client, or to any party acting on its behalf, prior to the making of this Contract where such representations were made or given in relation to:
- 12.1.1 the correspondence of the Goods with any description or sample;
 - 12.1.2 the quality of the Goods; or
 - 12.1.3 the fitness of the Goods for any purpose whatsoever.
- 12.2 No liability of any nature shall be accepted by us to Client in respect of any express term of this contract where such term relates in any way to:
- 12.2.1 the correspondence of the Goods with any description;
 - 12.2.2 the quality of the Goods; or
 - 12.2.3 the fitness of the Goods for any purpose whatsoever.
- 12.3 Except where the Client deals as a consumer all other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law or otherwise are hereby excluded from the contract to the fullest extent permitted by law.
- 12.4 For the avoidance of doubt, Client acknowledges and confirms that no claims can be made against us for consequential or financial loss of any kind however caused.
- 12.5 Where any court or arbitrator determines that any part of this Article 12 is, for whatever reason, unenforceable, our liability shall be limited to the amount equalling the Remuneration.
- 12.6 Nothing contained in these Conditions shall be construed so as to limit or exclude the liability of the Seller for death or personal injury as a result of intent or gross negligence on our sides.

13. Intellectual Property Rights

- 13.1 Where any goods supplied by us embody, include or contain computer program(s) and/or related documentation the copyright in which is owned by a third party, all rights and liabilities associated with the use and/or reproduction thereof will be subject to the terms of the applicable end user licence, to the exclusion of all liabilities and obligations on our part.
- 13.2 The Client will indemnify us, our employees, statutory bodies and any other third party being involved on our side in the fulfilment of the Contract against all liabilities for infringement of third party intellectual property rights arising from our compliance with the Client's specific requirements regarding design or specification for the goods or arising from the use of the goods in combination with other products.
- 13.3 In the event that all the goods or the use thereof (subject as aforesaid) are held to constitute an infringement of any intellectual property rights without Client being at fault (see Article 13.2 hereof) and the use is thereby prevented, we will at our own risk, expense and option either procure for the Client the right to continue using the goods or replace the same with a non-infringing product, or modify the goods so that they become non-infringing, or may elect to retake possession of the goods and refund the Remuneration. Subject to the foregoing, we shall be under no liability to the Client for any loss, damage or enquiry, whether direct or indirect, resulting from any intellectual property right infringement of the goods.
- 13.4 All Intellectual Property Rights produced from or arising as a result of the performance of any Contract shall, so far as not already vested, become our absolute property, and the Client shall do all that is reasonably necessary to ensure that such rights vest to our benefit by the execution of appropriate instruments or the making of agreements with third parties.

14. Force Majeure

- 14.1 We shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and we shall be entitled to a reasonable extension of our obligations. If the delay persists for such time as we consider unreasonable, we may without liability on its part, terminate the contract or any part of it.

15. Relationship of Parties

- 15.1 Nothing contained in these Conditions shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Conditions shall be deemed to construe either of the parties as the agent of the other.

16. Assignment and Sub-Contracting

- 16.1 The Contract between us and the Client not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by the Client, without our prior written consent.

17. Waiver

- 17.1 The failure by either party to enforce at any time or for any period any one or more of the Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Conditions of this Agreement.

18. Severability

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Client

18.1 If any term or provision of these Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

19. No set off

19.1 Client may not withhold payment of any invoice or other amount due to us by reason of any right of set-off or counterclaim which the Client may have or allege to have for any reason whatsoever.

20. Governing Law and Jurisdiction

20.1 These Conditions and any and all Contracts shall be governed by Czech law.

20.2 The Client agrees that the United Nations Convention on Contracts for the International Sale of Goods will not apply to any Contract.

20.3 The courts competent at the registered seat of our company shall have competence for any court proceeding in connection with the Contract, these Conditions or any other legal relationship established between us and the Client in connection with the delivery of goods and/or services by us.

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Client