

General Commercial Terms and Conditions of BS Systems s.r.o.

With a view to defining the rights and obligations under contractual relationships in which the seller is BS Systems s.r.o., with its principal office at Republikánská 1102/45, 312 00 Plzeň, Czech Republic, ID No. 29098947 (hereinafter referred to as "BS Systems"), BS Systems issues the following General Commercial Terms and Conditions of BS Systems s.r.o. (hereinafter referred to as the "Terms and Conditions") pursuant to Section 1751 of Act No. 89/2012 Coll., the Civil Code, as amended:

Article I. General Provisions

I.1. The purpose of these Terms and Conditions is the definition of rights and obligations of the parties of commercial relationships and contracts of sale entered into with BS Systems as the seller.

I.2. These Terms and Conditions constitute an integral part of any contract of sale entered into between BS Systems and its business partners. Provisions deviating from these Terms and Conditions shall only apply if expressly agreed in a Contract or another written agreement.

Article II. Goods

II.1. The subject matter of performances is the products and goods offered by BS Systems (hereinafter referred to as the "Goods").

II.2. BS Systems shall supply the Goods in accordance with the technical documents relating to such Goods and in accordance with its offer and with the purchase order placed by the relevant purchaser.

II.3. The purchaser undertakes to purchase the number of BS System's products defined in the Contract, the quantity and delivery date of which is specified in a contract of sale.

Article III. Price

III.1. The prices of BS Systems' products are contractual, and unless otherwise agreed, they are defined in accordance with BS Systems' price lists in effect as at the date of placement of the relevant purchase order, with which the purchaser has been familiarised. Price provisions contained in a contract of sale shall take precedence over price provisions contained in the relevant price list. The prices shall be increased by the statutory amount of value added tax. The prices shall be indicated in Czech korunas.

III.2. Unless otherwise agreed, the prices of products and Goods shall be FOB Plzeň (INCOTERMS 2000).

III.3. Upon request by the purchaser, BS Systems may arrange for transportation of the Goods to the purchaser at the purchaser's expense. Unless otherwise agreed in the contract, the cost of transportation shall be due and payable together with the price of the products being delivered.

III.4. Unless otherwise agreed, the price of the Goods does not include the costs of packaging or other items associated with the delivery of the Goods to the purchaser.

Article IV. Delivery Terms and Conditions

IV.1. Any agreements between BS Systems and the purchaser concerning the ordering, delivery and acceptance of the Goods may only be in writing.

IV.2. Unless otherwise specified, the place of delivery shall be the principal office of BS Systems.

IV.3. BS Systems shall have the right to delay delivery of the Goods without penalty beyond the date agreed in the contract if the purchaser has failed to perform his obligations that were to be performed prior to the delivery of the Goods (in particular where the purchaser has failed to pay an advance payment on the purchase price) and/or if BS Systems has learned about circumstances justifying concerns that the purchaser may not perform his contractual payment obligations (for example where a motion for the initiation of insolvency proceedings has been filed or where enforcement proceedings are pending against the purchaser or where the purchaser has not paid for previous deliveries by the agreed date), and the delivery shall be deemed to have been effected:

(a) upon notification by BS Systems to the purchaser that the Goods have been prepared for collection by the purchaser,

(b) upon handover of the Goods to the first carrier for transportation to the place specified by the purchaser, if the contract requires BS Systems to send the Goods.

IV.4. The purchaser shall accept the Goods delivered by the seller under the contract even in the case of part performance. BS Systems shall be entitled to the purchase price corresponding to the actually delivered quantity of the Goods.

IV.5. In the event that the purchaser is in default of taking delivery of the Goods by more than 10 days, BS Systems may, after having unsuccessfully attempted to make the purchaser take delivery of the Goods with a reasonable additional period, sell the Goods to a third party or to dispose of them at its own discretion in such a manner so as to minimise any loss incurred by BS Systems as a result of the purchaser's failure to take delivery of the Goods. In such a case, BS Systems shall also have the right to terminate the contract, and the purchaser shall be obligated to pay liquidated damages to BS Systems in the amount of 50% of the price of such Goods, as specified in the price lists of BS Systems, within 10 days after having been invited to do so.

IV.6. The risk of damage to the Goods shall pass to the purchaser upon acceptance of the Goods by himself or by a carrier designated by the purchaser.

IV.7. Unless otherwise provided in the contract, spare parts of products shall not be deemed to be part of the delivery.

IV.8. The purchaser shall not be entitled to take off or remove any identification signs from products or Goods of BS Systems that are intended for resale, in particular those which specify the characteristics or the manufacturer of such products. The purchaser shall not sell products of other manufacturers or sellers under the names of BS System's products, or else the purchaser shall be liable for any loss incurred as a result thereof, including any lost profits and damages consisting in the harm caused to the reputation of BS Systems.

IV.9. The purchaser undertakes not to cause harm or misuse the business name of BS Systems in any manner, not to violate any rights associated with the trademarks registered by BS Systems, and not to take part, in any manner, in the business activities of a company the business name of which may be confused with the business name of the manufacturer.

Article V. Payment Terms and Conditions

V.1. Unless otherwise agreed between the parties, an advance payment in the amount of 50% of the total price of the Goods shall be required for each purchase order. The advance payment shall be requested as at the date of confirmation of the purchase order by BS Systems, and BS Systems shall issue a pro-forma invoice to the purchaser in respect of the advance payment. The remaining 50% of the price of the Goods shall be paid by the purchaser no later than the moment at which the Goods is prepared for transportation on the premises of BS Systems. After the payment of the purchase price, BS Systems shall issue to the purchaser a regular invoice containing all the information required by the applicable legislation.

V.2. Payments are regularly made in Czech korunas. Payments for the Goods may also be made in EUR or USD. In such a case, the purchase shall use the up-to-date exchange rate published by the Czech National Bank to convert the amount from CZK to EUR (http://www.cnb.cz/cs/financni_trh/devizovy_trh/kurz_devizoveho_trhu/denni_kurz_isp). The up-to-date exchange rate shall be deemed to be the exchange rate published by the Czech National Bank on the date on which the relevant amount becomes due.

V.3. Unless cash payment has been expressly agreed, the purchase price shall be paid to the bank account communicated to the purchaser by BS Systems. The purchaser's obligation to pay the price shall be deemed to have been performed upon crediting the bank account of BS Systems with the relevant amount.

V.4. The Goods being delivered shall remain property of BS Systems until full payment of the purchase price by the purchaser (reservation of ownership).

V.5. If the purchaser is in default of payment, BS Systems shall have the right to request the purchaser to return any unpaid Goods at the expense and risk of the purchaser. The purchaser hereby gives his consent to BS Systems to collect such Goods in such a case, and for that purpose, the purchaser gives his consent to BS Systems to enter any buildings and property where such Goods are located and to collect them. The collection of Goods under this Article shall not be construed as a termination of the contract. The purchaser shall treat the Goods that are subject to the reservation of ownership in such a manner so as to prevent their devaluation, damage, destruction, theft or loss. During the period for which the reservation of ownership is effective, the purchaser shall not alienate the Goods or place them as a security or encumber them with any other rights of third parties.

V.6. The purchase price may be offset against a debt due from BS Systems to the purchaser only where such a debt has been expressly acknowledged by BS Systems or confirmed by a judicial decision. Debts other than the above may be offset only by agreement of the parties.

V.7. The purchaser shall not have the right to exercise any right of retention against BS Systems in respect of any Goods delivered by BS Systems by virtue of any disputed debt due from BS Systems.

V.8. If the purchaser is in default of payment, BS Systems shall have the right to charge the purchaser liquidated damages in the amount of 0.2% of the outstanding amount for each day of delay beyond the due date. Where a part performance has been made by BS Systems under the contract, BS Systems also reserves the right to refuse to perform the remaining part of its obligation, without this being deemed to be a violation of the contract.

V.9. The above liquidated damages shall be without prejudice to any claim for compensation for losses raised by BS Systems.

V.10. In the event of the purchaser's failure to meet the payment terms and conditions, BS Systems shall have the right to terminate the contract. This shall be without prejudice to any claims for compensation for loss or for payment of liquidated damages.

Article VI. Guarantee Terms and Conditions

VI. 1. The guarantee is governed by the applicable laws of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code, as amended. Unless otherwise agreed, the guarantee period shall be 1 year from the date of delivery of the Goods to the purchaser. As regards the Rolletic Original device, the guarantee period shall be 2

years. As regards the Ballancer and Lympa Press compressors, the guarantee period shall be 2 years with abiding to one year periodic controls.

VI.2. BS Systems accepts no liability for any damage or loss suffered as a result of any incorrect or inappropriate use of the products or Goods or due to disproportionate demands placed on the Goods or where the Goods have been handled in an unprofessional manner. In addition, BS Systems shall not be liable for any damage or loss suffered as a result of regular wear and tear. BS Systems shall not be liable for any damage or loss if the subject matter of the contract of sale has been modified or used in a manner that was not approved by the manufacturer.

VI.3. The seller shall be liable for poor quality in the field of subcontractors or manufacturers only within the period and to the extent within and to which such subcontractors or manufacturers accept liability for it themselves.

Article VII. Defects Liability – Claims

VII.1. The purchaser is obligated to inspect the Goods upon acceptance and to confirm the acceptance in the carriage contract of the carrier or in the delivery note, and to keep controlled records of the acceptance. Where the purchaser has failed to accept/take delivery of the Goods in a due and timely manner, the purchaser shall be fully liable for any and all loss incurred as a result thereof.

VII.2. Unless otherwise provided in these Terms and Conditions, Sections 2099 to 2105 and 2112 of the Civil Code shall apply to the filing of defects liability claims with BS Systems.

VII.3. All notifications of defects must be sent to the seller in writing. Apparent defects must be claimed no later than five days after the acceptance of the Goods, and hidden defects in manufacturing (defects not discoverable at the time of acceptance despite any due diligence) must be claimed within twelve, or twenty-four (Rolletic Original, the Ballancer compressor, and the Lympa Press compressor) months after the acceptance of the Goods. The end of operating life caused by excessive use before the expiry of the guarantee period shall not be regarded as a defect in manufacturing. If the purchaser fails to notify a defect in time, effects in accordance with Section 2111 of the Civil Code shall apply.

VII.4. Claims of the purchaser regarding defects in the Goods shall be acknowledged only if notified in time and if the purchaser has proven that the defects were caused by an error on the part of BS Systems. The prerequisite for the acknowledgement of a defects liability claim is the acknowledgement of the claim by BS Systems as a result of its own technical assessment. In order for a claim to be acknowledged, the purchaser must deliver the Goods at his own expense to the address of BS Systems.

VII.5. If there are reasons to acknowledge a defects liability claim and if the delivery of defective Goods violated the contract in a material manner, BS Systems shall, at its own discretion or following an agreement with the purchaser:

(a) deliver any missing quantity of the Goods,

(b) replace the defective Goods with Goods that are free of any defects, or to restore the defect-free condition of the Goods,

(c) provide the purchaser with a reasonable discount off the purchase price

(d) reimburse the purchaser for any costs incurred in relation to the return of the defective Goods, if the purchaser has requested such reimbursement,

(e) provide spare parts if the purchaser has the Goods repaired in the place where the Goods are located.

VII.6. The right to receive replacement Goods or reimbursement for costs incurred in relation to the return of defective Goods may only be exercised by the purchaser after the return of the defective Goods to BS Systems.

VII.7 In the event of unjustified liability claim, the purchaser shall reimburse BS Systems for any costs incurred in relation to the handling of the claim, and shall do so within 10 days after having been invited to do so by BS Systems.

Article VIII. Termination of the Contract

VIII.1. The parties may terminate the contract only in the cases and under the conditions defined in the contract, in the Commercial Code, or in these Terms and Conditions.

Article IX. Force Majeure

IX.1. Circumstances excluding the liability of BS Systems shall be deemed to have occurred where natural disasters, war, civil unrest, strike, lockout, official order, epidemic disease, default or other violation of the carrier's obligations, as well as events occurring independently of its will, prevent the performance of its contractual obligations.

IX.2. Where the events of force majeure have occurred prior to the agreed period of performance (delivery period), the purchaser's claims for compensation by BS Systems for losses incurred as a result of late delivery shall be ruled out.

IX.3. If the events of force majeure occur, BS Systems shall immediately notify the purchaser in writing of the occurrence and nature thereof and, if it is known to BS Systems with regard to the circumstances, notify the purchaser whether and if so when it will be able to perform its obligations at a later time. After the events of force majeure have ceased to exist, BS System shall perform its obligations to the purchaser under the contract at a later time, unless the purchaser no longer insists on the additional performance.

Article X. Personal Data Protection and Confidentiality

X.1. The Seller processes personal data with a view to concluding and exercising the rights and obligations following from the Contract. For the personal data processed, the highest standard of protection is ensured in accordance with the legislation in the area of personal data protection and the principles set out on the Seller's website (<http://www.bs-systems.cz/ochrana-osobnich-udaju/>).

X.2. The Seller agrees to maintain confidentiality of the personal data of the Buyer, its employees and subcontractors, and to ensure their adequate protection so as to prevent unauthorised or accidental access to the personal data, their alteration, destruction or loss, unauthorised transfers, unauthorised processing, and other misuse.

X.3. Any and all data of the purchaser communicated when ordering the Goods or during the course of another contractual relationship shall be regarded as confidential and shall not be disclosed to any third party with the exception of business partners (particularly in charge of distribution and payments), but only to the extent that is necessary for the conduct of their activities.

X.4. The Seller processes the personal data in precisely the form as obtained from the Buyer, in accordance with the determined purpose for which these personal data are processed and to the extent necessary to attain such purpose, and keeps them only for the period necessary for the purpose of their processing.

X.5. In addition to its rights following from the legislation, the Buyer may request that the Seller provide the Buyer with information on the scope of the personal data processing related to the performance of the Contract with the Buyer (provided that the Buyer is the data subject whose data are processed).

X.6. The parties have agreed to maintain the confidentiality of any information that forms their trade secrets, as well as of any other information disclosed to each other during the performance of the contract. This obligation shall survive the termination of this contract.

X.7. The e-shop uses functions that may save cookie files in the computer or some other end device through which the Buyer visits the e-shop. Saving of cookies can be disabled through the user settings of the browser.

Article XI. Settlement of Disputes

XI.1. All disputes arising out of these Terms and Conditions shall be resolved in accordance with the legislation in force within the territory of the Czech Republic. The parties undertake to settle any disputes arising out of the commercial relationship established by the contract entered into between BS Systems and the purchaser in an amicable manner.

XI.2. Legal matters not expressly regulated by the contract of sale or by the Terms and Conditions shall be governed by the relevant provisions of Sections 2079 et seq. of the Civil Code.

Article XII. Ineffectiveness of the Terms and Conditions

XII.1. Invalidity or ineffectiveness of individual provisions of these General Commercial Terms and Conditions shall not affect the validity of the remaining provisions which shall remain in full force and effect.

XII.2. In the event of invalidity or ineffectiveness of any individual provision of these Terms and Conditions, BS Systems shall have the right to replace such a provision with a new provision in such manner so as to keep the original purpose and extent. Any amendments hereto shall become effective for the purchase upon the first purchase order placed after the announcement thereof.

Article XIII. Force and Effect

XIII.1. These General Commercial Terms and Conditions of BS Systems s.r.o. shall enter into force and effect on 1 April 2019.

XIII.2. These General Commercial Terms and Conditions may be adequately changed in accordance with Sections 1752 of the Civil Code if the nature of the circumstances implies a reasonable need for such a later change. The other party shall be informed on the change via electronic communication (by e-mail). If the seller lacks the information about the other party's e-mail address, the change will be communicated via a postal operator in a principal office, place of residence or other known address of the other party.