

ROJA - CONSULT s.r.o.

General Terms and Conditions

§ 1 Introductory Provisions

1) These General Terms and Conditions (hereinafter referred to as "**GTC**") of the RoJa - Consult s.r.o., Company ID 09721037, registered in the Commercial Register maintained by the Regional Court in Ostrava under file number C 83770, with its registered office at the address description no. 18, 751 05 Kokory (hereinafter referred to as the "**Supplier**") are governed by Section 1751(1) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as "**Civil Code**"). These GTC regulate the mutual rights and obligations of the Parties arising from and in connection with any contracts concluded between the Supplier and a legal entity, a natural person carrying out business in connection with their independent gainful activity, the state, or its organizational unit (hereinafter referred to as the "**Customer**"), whether such contracts are concluded orally, in writing or by implication (hereinafter referred to as the "**Contract**").

2) The Contract and these GTC supersede any prior agreements relating to the subject matter of the Contract and the provisions of these GTC form an integral part of the Contract. Provisions that deviate from these GTC may be agreed upon in a separate contract. Any such deviating provisions in the separate contract take precedence over the provisions of the GTC. The Customer's own terms and conditions shall only become part of the Contract if the Supplier has given its express written consent, or has expressly agreed to this in writing within the Contract, and only to the extent that they do not conflict with these GTC.

§ 2 Offer and Conclusion of Contract

1) The Supplier's offer, including information on the quantity, quality and design, or other characteristics of the required goods/services, is non-binding and constitutes an invitation to treat, unless the Supplier's offer expressly states otherwise. The Customer's expression of intent to conclude a Contract with the content requirements as per the offer is always considered an offer to conclude a Contract within the meaning of Section 1731 of the Civil Code. The Supplier is bound by this expression of intent (and the Contract is formed) only if the Supplier agrees to it or begins to perform in accordance with it. If the Customer's expression of intent contains any additions, reservations, restrictions or other changes to the Supplier's offer, the Contract is formed only if the Supplier has expressly accepted these changes in writing.

2) If the Customer receives an offer from the Supplier based on an individual description of the goods/services for the Customer, the Contract is concluded upon the Customer's unconditional acceptance of this offer.

3) Where these GTC specify a form of communication between the Supplier and the Customer (hereinafter referred to as the "**Parties**"), these forms of communication are binding, and failure to comply with them may render the relevant legal transaction invalid.

4) All communication intended to form a part of the Contract must be in writing, either in paper form or electronically.

§ 3 Performance Period

1) The delivery date of goods, handover of work, and other deadlines for performance, even if staged, are binding only if they are included in the Contract and are explicitly marked as binding. Deadlines for performance are always for the benefit of the Supplier within the meaning of Section 1962 of the Civil Code.

2) Performance deadlines are set on the assumption that the Customer provides all necessary cooperation to fulfil the Contract. The Supplier's performance deadline does not commence until the Parties have reached full agreement on the technical aspects of the subject matter of the Contract, and, in any event, not before the conclusion of the Contract.

3) If the Customer's delay in providing cooperation as per paragraph 1 of this Article of the GTC, or the provision of incorrect or incomplete technical requirements as per paragraph 2 of this Article of the GTC, results in additional costs, the Customer shall reimburse the Supplier for these costs.

4) The Customer's cooperation, as per paragraph 1 of this Article of the GTC, includes, but is not limited to, the handover of all documents, plans, drawings, permits, etc., and the payment of any agreed advance.

5) The Supplier is not obliged to verify the completeness, accuracy, or suitability of the submitted documents or delivered items for the provision of the goods/services. However, if the Supplier discovers any such issue, the Supplier shall notify the Customer. If the Customer does not promptly provide the Supplier with alternative instructions, it is deemed that the Customer insists on the provision of the goods/services according to the original instructions or using the delivered items. In such a case, the Supplier may withdraw from the Contract or provide the goods/services but shall not be liable for defects in the goods/services, and the Customer waives any rights under the warranty (if agreed).

6) The performance period shall be extended by a reasonable period equivalent to the time which the Supplier was prevented from performing the Contract due to an extraordinary, unforeseeable and insurmountable obstacle arising independently of the Supplier's will. The Supplier shall notify the Customer of the existence of such obstacles in a timely manner. The provisions of the second sentence of Section 2193 (2) of the Civil Code shall not apply.

7) The Supplier may provide partial performance, and the Customer shall accept partial performance. The Supplier may demand a reasonable proportion of the price for partial performance.

§ 4 Delivery Conditions

1) The place of performance is the location agreed upon in the Contract. If the parties do not agree on a place of performance in the Contract, the place of performance shall be deemed to be the registered office of the Supplier. The Supplier shall have fulfilled its obligation to deliver the goods or perform the work if it allows the Customer to handle the goods or take possession of the completed work at the place of performance.

2) If, after the conclusion of the Contract, a significant deterioration in the Customer's financial situation becomes apparent (including, but not limited to: initiation of insolvency proceedings, order of execution, entry into liquidation, publication of information about an unreliable VAT payer, order of a preliminary measure prohibiting or restricting Contract performance, or failure to pay the agreed advance payment), the Supplier may postpone the performance until the Customer provides additional adequate security. The Supplier may also withdraw from the

Contract if the Customer does not provide the additional security within the period specified by the Supplier).

3) If the Customer is in default with the acceptance of the performance under the Contract, the Customer is obliged to pay the Supplier a contractual penalty of 0.2% of the price for the non-accepted performance for each commenced day of delay. Payment of this penalty does not affect the Supplier's right to claim compensation for damages.

4) During any delay by the Customer in taking over the performance, the Supplier may store the performance at the Customer's expense and risk. If the delay in taking over the performance exceeds 30 days, the Supplier may dispose of it for any value. The Supplier's right to payment of the price, reduced by the value obtained from the disposal, remains unaffected.

§ 5 Price

1) The price for fulfilling the subject matter of the Contract (hereinafter referred to as the "**Price**") is governed by the Supplier's current price list, unless the Parties agree otherwise in the Contract.

2) Unless otherwise stated in the Contract, the Price is for the performance upon acceptance at the place of performance and excludes assembly, transport, insurance, packaging, etc. Statutory VAT is also excluded and will be calculated separately on the date of the taxable performance.

3) In the Customer causes a delay in performance, the Supplier may increase the Price appropriately due to reflect changes in wage, material or sales costs.

4) For international transactions, the Price may be adjusted to reflect changes in the exchange rate between the currency of payment and CZK, and changes in customs duties and fees associated with the cross-border delivery of goods or services.

§ 6 Payment Terms

1) The Price (or advance payment) is payable on the basis of an invoice - tax document. Invoices can be sent electronically. The invoice is payable within 14 days from the date of its issue to the bank account or accounts specified on the invoice.

3) If the invoice does not meet the requirements set out in the legal order for a tax document, the Customer may return the invoice within 3 working days of delivery. In this case, the payment deadline starts from the date of issue of a new or corrected tax document. If the Customer fails to return the invoice within the 3-day period, the payment deadline remains as stated on the original invoice.

4) The Customer fulfils the payment obligation when the Price is credited to the Supplier's account.

5) If the Customer's delays payment of any part of the Price, a contractual penalty of 0.5% of the amount owed is agreed for each day of delay. This penalty is payable immediately, even without the Supplier's request. Until all due parts of the Price, including related charges and contractual penalties for delay, are fully paid, the Supplier may suspend all performance under the Contract and any other contracts with the Customer. The Customer is liable for all damages resulting from this suspension.

6) If payment of the Price is delayed by more than 30 days, the Supplier may withdraw from the Contract and any other unfulfilled contracts with the Customer.

7) If payment of the Price is delayed, or in the cases specified in Article 4, paragraph 2 of these GTC, the Supplier may exercise a lien on all of the Customer's property in the Supplier's possession.

8) The Customer may unilaterally set off the Price only if the Customer's claim eligible for set-off has been legally recognized and is enforceable in the Czech Republic. Under the same conditions, the Customer may retain any item belonging to the Supplier that is in the Customer's possession.

9) The Customer may assign receivables arising from the Contract to another person only with the prior written consent of the Supplier.

§ 7 Transport, Transfer of Risk and Packaging

1) Unless expressly agreed otherwise, the Supplier is not responsible for transport or packaging of the performance. The Supplier fulfils the Contract by making the performance available for acceptance at the place of performance.

2) If the Customer requests transport of the performance, the risk of damage transfers to the Customer when the goods are handed over to the first carrier.

3) The Supplier or carrier is not required to deliver the performance until the Customer confirms delivery in writing on a delivery note. However, the Supplier may prove delivery by other means.

4) The packaging method will be appropriate for the nature of the goods and the delivery distance. The Customer must dispose of packaging materials in accordance with applicable laws and regulations, and the Customer is considered the originator of the packaging material. If packaging material is marked as returnable, or if this is established by custom or practice between of the parties, the Customer must return the packaging material to the Supplier at the Customer's own expense and risk.

5) If the Customer delays sending, delivery or acceptance of the performance by more than one month from the date the Supplier was ready to hand over the performance, the Customer may be charged a daily storage fee of 0.5% of the Price or the actual storage costs incurred, whichever is greater, for each additional day.

6) If the Customer causes a delay in dispatch, delivery, commencement, execution of delivery and assembly, acceptance, or test operation, the risk of damage transfers to the Customer at the end of the agreed-upon performance period.

§ 8 Reservation of Ownership

1) The Supplier retains ownership of all performance until the Price, including related charges, is fully paid. If the performance is processed or combined with another item, the Supplier becomes a co-owner of the resulting item.

2) Until ownership transfers to the Customer, the Customer may not sell, transfer, or encumber the performance in any way. The Customer must immediately inform the Supplier of any third-party claims or actions affecting the performance until ownership transfers.

§ 9 Assembly

1) For this article of the GTC, "**Assembly**" means the installation, assembly or commissioning of the item at the location specified in the Contract (hereinafter referred to as the "**Construction Site**").

2) The Customer must ensure the Construction Site is ready for Assembly as specified in the Contract, or, if not specified, to the extent customary for the requested Assembly. The Customer must provide the Supplier with a written handover protocol confirming the Construction site's readiness. At handover, the Construction Site must be free of third-party rights that would prevent Assembly, and access must be provided for transporting the performance, labor and necessary tools.

3) The Customer is responsible for the costs of energy, utilities, and the disposal of waste and wastewater generated at the Construction Site during Assembly.

§ 10 Withdrawal from the Contract

1) The Customer may not withdraw from the Contract if the Supplier was unable to provide a replacement or repair the performance within a reasonable additional time period.

2) If the Customer withdraws from the Contract, the Supplier may demand reimbursement for its reasonably incurred costs.

3) If the Customer used the performance before withdrawing from the Contract, the Supplier may demand payment for that use at the customary rate for the relevant place and time.

§ 11 Rights Arising from Defective Performance

The rights and obligations of the Parties regarding defective performance are governed by the Supplier's Complaints Procedure, which is incorporated into and forms part of these GTC.

§ 12 Limitation of Liability

1) The Supplier is not liable to the Customer for any damages arising from or related to the Supplier's performance of the Contract, unless those damages were caused by the Supplier intentional misconduct or gross negligence.

§ 13 Applicable Law, Jurisdiction of the Courts

1) All disputes arising from or in connection with the Contract shall be finally resolved by the competent court of the Czech Republic. The Parties agree that the territorial jurisdiction shall be determined according to the Supplier's registered office, in accordance with Section 89a of Act No. 99/1963 Coll., Code of Civil Procedure, as amended.

2) The Contract and these GTC are governed by the laws of the Czech Republic, expressly excluding the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

§ 14 Protection of Personal Data

1) All personal data provided by the Customer to the Supplier is confidential and will be used solely to fulfil the Contract. It will not be published or disclosed to third parties, except for payment processing related to the Contract.

2) The Supplier will protect the Customer's rights regarding personal data. Personal data provided by the Customer for Contract performance will be collected, processed, and stored in accordance with the applicable Czech law, including Regulation (EU) 2016/679 (General Data Protection Regulation or GDPR) and Act No. 110/2019 Coll., on the processing of personal data, as amended. The Supplier is the data controller of the Customer's personal data under these laws.

3) The Customer voluntarily provides the personal data necessary to enter into this Contract. The Supplier shall protect the Customer's personal data from misuse.

4) The Customer has the right to withdraw consent to the processing of personal data by submitting a written request. The Supplier must comply with this request.

5) By signing the Contract, the Customer consents to receive commercial communications from the Supplier at the email address provided in the inquiry, order or Contract.

§ 15 Final Provisions

1) By concluding the Contract, the Parties assume the risk of changes in circumstances. No change in circumstances grants either Party the right to assert any related claims. The application of Section 1765(1), 1766 and 2000 of the Civil Code is excluded.

2) By concluding the Contract, the Parties waive any right to cancel the Contract and seek its restoration to its original state due to gross disproportionality of mutual performance. The application of Sections 1793 to 1796 of the Civil Code is excluded.

3) The Supplier may unilaterally amend these GTC. Such amendments will take effect 14 days after publication on <http://www.melkov.cz>, unless a later effective date is specified. The Customer may reject any amendment in writing and terminate the Contract for this reason with a one-month notice period. This termination will only apply to unfulfilled obligations.

4) If any provision of the GTC or the Contract is or becomes invalid or unenforceable, the invalid or unenforceable provision shall be replaced by a valid and enforceable provision that most closely achieves the intent of the original provision. The invalidity or unenforceability of any provision will not affect the validity of the remaining provisions.

These GTC are valid and effective from December 2, 2020.