

GENERAL TERMS AND CONDITIONS of pro|office s.r.o.

1. Scope of validity

(1) The General Terms and Conditions (hereinafter referred to as "**GTC**") as defined below shall apply to all legal relations (in particular deliveries and other performances) between **pro|office s.r.o.**, based in Most (Czech Republic) (hereinafter referred to as the "**Supplier**") as one party and the Customer as the other party. Any additional or different conditions or arrangements, in particular Customer's different terms and conditions, must be confirmed by the Supplier in writing. By placing an order, the Customer approves this GTC and becomes bound by them.

(2) Should any of the provisions of GTC become invalid to full or in part, the validity of other provisions shall not be affected. Instead of the ineffective provision, an effective provision whose economic purpose is as close as possible to the ineffective provision shall apply. The same shall apply to any contractual gaps.

(3) These GTC shall apply to all future contracts with the Customer without the necessity to agree a special agreement for such purpose.

2. Offer and order

(1) If any offers submitted by the Supplier are not designated specifically as binding, they shall not be binding and shall remain open.

(2) Any information in catalogues, prospectuses, etc., as well as other Supplier's oral and written statements shall only be prevailing if they are referred to in an order confirmation expressly.

(3) If the Supplier's order confirmation contains any changes in comparison with the offer, the changes shall be regarded as approved by the Customer, unless the Customer protests against them in writing without undue delay.

(4) The Supplier reserves the right to

minor variations from the data indicated in an offer. Besides that, the Supplier shall be entitled to execute delivery with minor changes in case of assortment changes or product modification.

(5) The Supplier may correct any obvious errors in offers, order confirmations or invoices anytime.

(6) It is agreed that the Supplier shall only be represented by statutory authorized bodies to represent. Any statements and promises of other Supplier's workers shall be binding only after the Supplier confirms them in writing. Alike, any modifications to the Contract shall become effective only after written confirmation by the Supplier.

(7) A Contract is concluded under the conditions stipulated herein upon shipment of the goods by the Supplier, unless the Contract was concluded earlier.

3. Prices

(1) The prices at date of shipment shall apply. All prices quoted by the Supplier are excluding value added tax. Unless otherwise agreed, all prices quoted by the Supplier are excluding postage and packing, which shall be charged extra.

(2) In case other price agreements are arranged, the following shall apply: any price alterations concerning labour costs or other costs relating to the production of goods and services, e.g. raw material, energy, transportation, outside services, funding, etc., which are outside the sphere of the Supplier, occurring between the Contract conclusion and delivery, shall entitle the Supplier to adjust the prices accordingly.

(3) For the price calculation, the weight or quantity established by the Supplier upon shipment shall always be determining.

(4) Additional costs incurred because the Customer insisted on faster completion and shipment of its goods shall be paid by the Customer.

(5) The Supplier reserves the right to charge a surcharge for minimum quantity

with orders not reaching the value of EUR 5,000.00 per order amounting to EUR 50,00.

4. Delivery

(1) Unless otherwise agreed, the Customer shall collect the goods.

(2) If delivery of goods was agreed, the costs incurred shall be paid by the Customer.

(3) Delivery times as specified by the Supplier are not binding and are open. Exact delivery times (periods) may be determined only after all delivery terms are clarified, in particular the place of delivery and type of transport. The specification or agreement of delivery times is not regarded as binding conclusion of business.

(4) If delivery time is exceeded by more than 30 days, the Customer shall be entitled to terminate the Contract after giving an additional 14-day period in writing. Other rights, in particular to claim damages caused by delay, lost profit or other damages, shall be excluded.

(5) In case of "Force Majeure" (strike, suspension of operation, non-delivery of materials, shortage of raw materials, interventions of government, blockades of operation, etc.), the Supplier shall be entitled, at its discretion, to extend the delivery period or to terminate the Contract in whole or in part.

(6) Should the Customer be delayed in the takeover of goods, the Customer shall pay all additional costs incurred by the Supplier. If the Customer does not take over ordered goods, the Supplier shall be entitled to claim a lump sum compensation of costs incurred, amounting to 25% of the order value. Thus the right to claim for other damages shall not be affected.

(7) Delivery times and dates shall remain valid even if the Customer is delayed in payment of even just one invoice.

(8) Excessive or reduced deliveries up to

10% of the ordered quantity and thickness of material are acceptable.

(9) The Supplier shall be entitled to partial deliveries to a reasonable extent, in particular if partial deliveries can be used by the Customer separately and a firm delivery date was not agreed. Every partial delivery shall be regarded as a separate order.

(10) With customized deliveries and works, minor variations from samples shall not be regarded as defects. Furthermore, goods and packaging manufactured to purchaser's specifications shall, as a rule, be non-returnable.

5. Risk of damage

Unless otherwise agreed, the risk of damage, deterioration or destruction shall be transferred to the Customer upon the handover of goods at dispatch warehouse. If goods are delivered by the Supplier, the risk shall be transferred to the Customer upon the handover of the goods to the carrier; i.e. the risks connected with transport shall be borne by the Customer. Goods are normally transported without insurance. If the Customer requests their insurance, the costs of insurance shall be borne by the Customer.

6. Payment terms

(1) The purchase price shall be due within 30 days of the date that the respective invoice was issued. Any discount shall be granted on the basis of a written agreement only.

(2) Should the Customer be delayed in payment, it shall pay lawful default interest.

(3) If the Supplier has doubts about the Customer's solvency, the Supplier shall be entitled to make all currently unpaid payment due with immediate effect. Besides that the Supplier shall be entitled to take other securing measures as it finds reasonable, in particular to demand advance payments.

(4) All payments to the Supplier shall be executed in Euro (EUR). If prices in the

Supplier's offers are quoted in another currency, the official exchange rate of ČNB to Euro (as of 12:00am Central European Summer Time) valid on the day that the Supplier confirmed the respective order in writing shall apply to such payment.

(5) The Supplier's staff shall be authorized to collect payments on the basis of express authorization only.

7. Warranty

(1) The Customer shall check delivered goods immediately after their delivery. The Customer shall notify the Supplier of any defects established during the check in writing without undue delay, but not later than within 5 days of their takeover, including the specification of the type and scope of defect. Hidden defects must be reported immediately after they are established, but not later than 5 days of their establishment. If a defect is not reported in due time, the goods shall be regarded as approved. The proof that the goods were defective upon their handover must be produced by the Customer.

(2) The Customer shall send the Supplier a sample of defective goods together with its complaint, at its expense and risk.

(3) The right to complain about defects shall not be created in case of minor reduction in value or fitness of goods. Minor defects are primarily deemed to be minimum variations in shape and colour, weight, and defects disappearing within a short time or reparable by the Customer for trivial cost. Minor defects shall also include variations within normal business limits and therefore normal variations in the branch shall be reserved expressly.

(4) Any warranty claims shall be excluded if the Supplier cannot check and confirm the claimed defect, because the delivered goods were transported to another destination or were processed, etc.

(5) If a defect was caused by delivery or performance of a third party to the Supplier, the Customer may only claim that warranty claims and/or claims for damages caused to the Supplier against the

third party and would be assigned to the Customer.

(6) Without regard to the cases in which the legal right to change that cannot be waived applies, the Supplier may settle a claim, at its discretion, by repair, replacement or price reduction.

(7) The Supplier shall not assume liability for defects caused by the Customer's improper instructions, documentation or materials supplied by the Customer.

(8) The Supplier shall indemnify instead of taking warranty remedial action if the Supplier violated the Customer's rights intentionally, or due to gross negligence, or the Supplier misled the Customer intentionally or caused damage to health or body in consequence of its negligence.

(9) Any warranty claims against the Supplier may only be filed by a direct Customer and cannot be assigned.

8. Compensation for damage

(1) The Supplier shall only assume liability in case of willful or grossly negligent acting. The Customer must furnish evidence of such gross negligence.

(2) The right to compensation for damages shall be limited to typical, foreseeable damage, up to the invoiced sum. Any other contractual or non-contractual claims of the Customer shall be excluded. The Supplier shall not be liable for any indirect damage resulting from defects.

(3) Before processing or use of goods, the Customer must check their quality and fitness for use. The Supplier shall not be liable for damages resulting from insufficient checks.

(4) The Customer shall be liable to the Supplier for any damages caused by violation of its obligation to render assistance.

(5) Any claims for compensation shall terminate by expiry of 6 months from the time that the damage and person responsible for it were established, but in any case by expiry of 3 years from the

takeover of performance or delivery.

9. Liability for product

(1) Any claims of recourse of contractual partners or third parties against the Supplier on account of "liability for product" in the context of the Product Liability Act are excluded if the person authorized to file a claim of recourse does not prove that a defect originated with the Supplier and that it was caused by gross negligence.

(2) Any liability for product in case of damages to things used by the Customer for business purposes is excluded.

(3) Should the goods be resold, the Customer must agree an exemption clause of the same wording with its customer and impose the obligation on the customer to agree a contractual condition of the same wording with its customer, provided that the customer is an entrepreneur. Should this obligation be violated, the Customer shall be liable to the Supplier for any loss incurred on account of such violation.

10. Ban on setoff and retention

(1) The off-set of any counterclaims against the Supplier's claims is not allowed.

(2) The Customer shall not be authorized to retain a full invoiced sum on account of justified claims, but only its reasonable part. The customer must not retain any invoiced sums arising out of other legal relations than out of the relation connected with the claim.

11. Reservation of title

(1) The Supplier reserves the title to goods till recovery of all its existing claims arising out of the business relationship with the Customer. Till then the goods must be designated as goods owned by the Supplier.

(2) The Customer, however, shall be entitled to dispose of the goods within regular conduct of its work activities. The Customer shall be entitled to sell the goods and objects resulting from its processing with the reservation of title. The claim for

the purchase price is already now considered as assigned to the Supplier and the Supplier shall be entitled to inform the debtor's debtors of the assignment anytime. Upon request, the Customer shall give the Supplier the names and addresses of its customers, as well as the situation and amount of claims resulting from resale, and shall also inform relevant customers of the assignment of claims. If goods whose co-owner is the Supplier are sold, the assignment is limited to a part of the claim corresponding to the Supplier's co-ownership share.

(3) The Customer shall handle the goods and other things which are solely owned or co-owned by the Supplier under the conditions as stated above as goods that are subject to reservation, duly and carefully, and shall store them for the Supplier free of charge. The Customer shall insure the goods against ordinary risks and hereby assigns the claims for damages against insurers or other persons obligated to indemnification to the Supplier, up to the invoiced amount.

(6) The Customer shall not be authorized to pledge things that are subject to reservation of the title or claims assigned to the Supplier, nor change the title for the purpose of security. The Customer shall notify the Supplier of any pledges of other creditors without undue delay.

(7) If the Customer is delayed in payment, in particular in case of bankruptcy, the Customer shall ensure the access to the Supplier's goods and products manufactured with the aid of the goods for the Supplier. The Customer shall also enable the Supplier to check its documents and shall notify the Supplier of all necessary information that are important for the Supplier to sort out claims.

(8) Any tools, moulds, models and drawings shall always remain the property of the Supplier. It shall also apply if they were manufactured at the expense of the Customer.

12. Packing/returnable packages

Packages provided/lent to the Customer

shall be returned to the Supplier free of charge, in a proper condition and empty, within one month of the invoicing date, or within two months of the invoicing date if returned from abroad. The packages must not be used for other purposes or storage of other products, and they are determined for the transport of delivered goods only. Any labels on the packages must not be removed.

13. Data protection

By signing the Contract, the Customer gives its express consent to the storage of its personal data in the electronic form by the Supplier for the purpose of executing orders and accounting, and that the Supplier may provide the data to partner companies within the Concern.

14. Sending of e-mails

The Customer agrees expressly that the Supplier shall inform the Customer of products and services by e-mail.

15. Loyalty

The parties undertake to maintain mutual loyalty. The parties shall refrain from any attempts to draw away and employ workers of the other party, even via third parties, who were involved in the execution of orders, for 12 months after the contractual relationship termination. The party violating the obligation shall pay

lump sum compensation, amounting to a year salary of such an employee. Besides that the violating party shall pay actual damage exceeding the lump sum compensation, incurred in consequence of violation of the obligation to maintain loyalty.

16. Place of performance, court venue and jurisdiction

(1) The place of performance for deliveries and payments is the Supplier's registered office.

(2) The court competent for settlement of all disputes arising out of this contractual relationship is the court having local and subject-matter jurisdiction according to the Supplier's place of business. The Supplier, however, shall also be entitled to take legal action with the general court having local jurisdiction according to the registered office of the contractual partner.

(3) The Czech substantive law shall apply. In case the Supplier takes legal action with the general court having local jurisdiction according to the registered office of the contractual partner, the law of that country shall apply in which the general court of the contractual partner is located. The applicability of business law of UNO is excluded.