

**GENERAL PURCHASING
CONDITIONS OF business
company CZ LOKO, a.s.**

General purchase conditions of CZ Loko, a.s.

Issued with validity as off 1. 3. 2014

General purchase conditions

Business company **CZ LOKO, a. s.**, with head office Česká Třebová, Semanínská 580, Post code 560 02, CRN 61672131 entered in the Register of Companies at the District Court in Hradec Králové, section B, attachment 2584 (hereinafter referred to as „**CZ LOKO**“).

The general business conditions (hereinafter referred to as „**GPT**“) comply with provision § 1751 Act no. 89/2012 Coll., (new) Civil Code, as amended (hereinafter referred to as „**NCC**“) for an integral part of all purchase contracts, contract of work, and other business obligations which CZ LOKO concludes with a second contracting party.

1. General part

1.1 The GPT apply for all fulfilments provided to CZ LOKO by a second contracting party.

1.2 For the purposes of the GPT and related contracting relations, the expressions listed below have the following meaning:

- a. „**CZ LOKO**“: CZ LOKO, a. s., and if not excluded by the nature of the contractual relationship, and all companies forming a part of holding CZ LOKO;
- b. „**second contractual party**“: According to the nature of contractual relationship *the seller/ the contractor/ contractual party* marked in the respective provisions of NCC, unless the GPT provision indicates otherwise (in particular „*counter party*“);
- c. „**Contract**“: According to the nature of contractual relationship *purchase contract/ contract of work/ other contracts* concluded in compliance with NCC, and at the same time the term „**Contract**“ indicates a document concluded as framework and partial contract; *framework contract* is a framework agreement between the contractual parties treating the business rules between them and above the scope of these GPT, *partial purchase contract* means bilateral legal acting which occurs at the moment of unreserved acceptance of order CZ LOKO by the second contracting party, and which treats the business rules between the contractual parties above the scope of these GPT;
- d. „**fulfilment**“, or „**subject matter of fulfilment**“: As per the nature of contractual relationship *goods/ work/ another subject of fulfilment* as per NCC.

1.3 Deviations from GPT and any other agreements require a form in writing to maintain its validity. Deviating contractual agreements take priority from GPT.

1.4 The business conditions of the second contracting party form a part of the contract only if CZ LOKO recognizes them for the specific contract. CZ LOKO explicitly excludes the contract conclusion with the reference to the business terms of the second contracting party.

1.5 The second contracting party must not eliminate the validity of BPT and their parts unless authorized without former consent of CZ LOKO.

1.6 All matters not defined by these GPT or the contractual agreement of the contracting parties are subject to the Czech legal regulations, in particular in compliance with the NCC provisions as amended.

2. Contract conclusion

2.1 The general contracts are concluded as per the NCC procedures. Partial contracts are concluded based on written order placed by CZ LOKO. Unless the parties agree otherwise, the contract is concluded at the moment of confirmation in writing of the order by the second contracting party or procedure as per § 1744 NCC, i.e. by acting as per the content of the order, in particular the fulfilment. In such case, the contract is concluded at the moment when such legal acting by the second contracting party was completed and occurred before the deadline for the order confirmation. If legal acting is completed after the deadline, the effects of the concluded contract terminate, unless CZ LOKO without undue delay express that the fulfilment is accepted and the contract was concluded. CZ LOKO explicitly eliminates the contract conclusion based on the offer acceptance by the second contracting party with the amendment of deviation which does not significantly the conditions of the offer (order).

2.2 The order is always sent in electronic form and it must contain the below matters:

- a. Indication of the contracting parties,
- b. Specification of required fulfilment,
- c. Specification of documentation required by CZ LOKO to be supplied together with fulfilment,
- d. Fulfilment implementation period,
- e. price of fulfilment,
- f. signature of responsible person.

It is indicated by the practise of the contracting parties, the order can also be sent by fax or mail.

2.3 The second contracting party is obliged to reply to the order without undue delay, at the latest within three (3) working days from the delivery. In case of any doubts, the day of the order delivery is the working day following the day the order was sent. If the second contracting party fails to accept the order within full scope by sending it to CZ LOKO, and sends back the amendments, reservations, and other changes, it represents a new proposal which CZ LOKO undertakes to negotiate and without undue delay, at the latest within three (3) working days from the delivery, notifies the second contracting party if the new proposal is accepted or the order is cancelled.

2.4 If CZ LOKO fails to receive the order confirmation in writing, the order can be cancelled without the entitlement of the second contracting party for compensation, in writing (electronically) or by telephone with additional confirmation in writing (electronically completed).

2.5 All information by telephone and information resulting from personal acting are non-binding until the above mentioned order confirmation and are not considered to form a binding offer for the contract conclusion. If the contracting parties during the contract negotiation mutually provide confidential information or statements, the accepting party undertakes to make sure they were not abused or disclosed, otherwise it is obliged to compensate the providing party for any loss resulting from failing to observe the provisions.

3. Time, place and method of fulfilment

3.1 Time (delivery deadline/ period) and place of fulfilment becomes binding at the moment of the contract conclusion.

3.2 If the order confirmation includes the fulfilment period different from the order required period, it represents a new proposal and it is subject to provision 2.3 of the GBT.

3.3 If the parties do not agree the time of fulfilment in the contract, it is considered that the second party is obliged to make fulfilment without undue delay after the notification from CZ LOKO.

3.4 If the contractual parties agree otherwise, the delivery parity DDP is the agreed the head office CZ LOKO as per INCOTERMS 2010.

3.5 Together with the fulfilment, the second contracting party must submit to CZ LOKO the adequate documentation specified in the order, unless it is defined in the order, then all documentation required by legal regulations and/ or technical standards (attests, certificates, protocols, original documentation, etc.), and delivery note.

3.6 The delivery note to the subject matter of fulfilment must contain:

- a. Indication of the contracting parties,
- b. delivery note number,
- c. Order number,
- d. the amount and type of the fulfilment subject matter,
- e. As per the indication marking, the goods are packed in the return package,
- f. Delivery date,
- g. Stamp and signature of the supply contracting party.

Acceptance of the fulfilment must be conformed by signature of the authorized person acting or represented by CZ LOKO, otherwise the acceptance is not effective. The person authorized for acceptance is the person who issued the order, the authorized representative or the storage employee.

3.7 The fulfilment can be performed in the agreed amount, quality, and design to be without defects (i.e. fulfilled appropriately and in time) with the properties required or common in order to enable the use of the subject matter fulfilment as per the contract and in compliance with its purpose. The fulfilment is considered defective, if it shows the signs defined in provision in clause § 1916 NCC.

3.8 It is possible to make preliminary fulfilment only with explicit consent of CZ LOKO in writing.

3.9 The provision of fulfilment and the method of such provision is informed by the second contracting party CZ LOKO at least three (3) working days by means of email documentation. CZ LOKO fulfilment according to the options, will check the subject matter of fulfilment for the hazard of damage and will check the properties and fulfilment. Any found defects are notified without undue delay to the second contracting party.

3.10 The second contracting party will provide the subject matter of fulfilment with a package to provide fully valuable subject matter of fulfilment to prevent damage or the destruction during the transport or during handling, with concurrent maintenance of the option to handle the subject matter with common tools. If the method is not specified in detail, the package will be completed in the type compliant with common type of packaging as regards the subject matter of fulfilment. If the second contracting party uses the return packages, it is obliged to indicate the fact in the delivery note, or on the package. If it is required within the fulfilment subject matter, the second party will make sure the fulfilment will be preserved as per the subject matter of fulfilment.

4. Price and Payment Conditions

4.1 Unless the parties agree otherwise in the contract on the price, the price will be agreed at the amount common at the time and place of contract conclusion. If the price cannot be specified, the price will be decided upon the proposal of one party by the defined court.

4.2 Unless the contract defined otherwise, the agreed price is amount defined VAT excluding, which will be added in compliance with respective legal regulations. The agreed price is fixed and it includes all related costs of any type, including the transport of the fulfilment subject matter to CZ LOKO.

4.3 The price will be accounted by the second contracting party after the fulfilment acceptance to be confirmed by the protocol on the fulfilment acceptance by CZ LOKO. The invoice must include all items of a tax document as per legal regulations. If the invoice does not contain all matters of tax document, CZ LOKO is entitled to return the invoice to the second contracting party, when the maturity period is stopped for the correction period, and it becomes valid on the day of invoice delivery without defects.

4.4 Unless the parties defined otherwise, the invoices are due within ninety (90) days from the invoice delivery to CZ LOKO. For cases of any doubts during the delivery, use provision 5.4 of the GPT.

4.5 The invoice payment will be performed by cash-free transfer to the bank account administered by the second contracting party. The invoice is appropriately paid on the day the whole invoiced amount is assigned to the account of the second contracting party.

5. Warranty, claim process

5.1 Unless the parties agree different warranty period, the agreed warranty is within twenty four (24) months from commissioning at the end customer CZ LOKO, maximum of thirty (30) months from the day of fulfilment handing over to CZ LOKO. The warranty period commences on the date following the fulfilment delivery to CZ LOKO.

5.2 The warranty does not relate to common wear of the fulfilment subject matter, for the adjustments and repairs performed by CZ LOKO or a third person using unprofessional method, for the defects caused by unprofessional or incorrect operation, and defects caused due to force majeure. For the purposes of appropriate handling with the fulfilment subject matter by CZ LOKO, the second party is obliged to provide adequate instructions for using the subject matter of fulfilment. If the second contracting party fails to provide such instructions, it is responsible for the defects of the fulfilment subject matter within full scope.

5.3 CZ LOKO sends the notification of any found defects (complaint protocol) to the second contracting party without undue delay after they are discovered. In this notification, CZ LOKO will define the date of found defect, its detail description, and indicates a person who found the defect. The notification of defect must be delivered to the second contracting party in writing.

5.4 The complaint device commences on the day the notification of defects (complaint protocol) is delivered to the second contracting party. In case of any doubts, it is agreed that in case of sending email, the day of delivery is considered the first working day following the day after the email was sent, in case of the letter posting, the day of delivery is considered the third working day after sending the letter.

5.5 The second party is obliged, at least within three (3) working days from the day of commencing the complaint procedure, to notify its opinion as regards the applied complaint and the solution proposal in writing. If required it is required for appropriate complaint evaluation, the second contracting party is obliged to agree with CZ LOKO the required deadline for the visit in the agreed location for the inspection of the fulfilment subject matter for the purpose of further procedure specification.

5.6 In case of removable defects, CZ LOKO is entitled to remove the defect:

- a. delivery of new fulfilment,
- b. delivery of missing fulfilment,
- c. repair of the fulfilment subject matter,
- d. Adequate discount from the purchase price.

If defective fulfilment results in significant violation of the contract, CZ LOKO is entitled to withdraw from the contract.

5.7 In case of a defect which cannot be removed, CZ LOKO is entitled to provide new fulfilment or withdraw from the contract.

5.8 The entitlement lies with CZ LOKO, when the selected entitlement of CZ LOKO is defined in the defect notification (complaint protocol). If the selected entitlement is defined, it will be agreed upon agreement of both contracting parties.

5.9 Defects subject to the complaint must be removed by the second contracting party in the place the fulfilment is evaluated, if the party considers the operating plant may be outside the Czech Republic. The defect removal is performed by the second contracting party at its own costs and personnel within the deadline defined as per the priority mode of CZ LOKO (see article 5.11). CZ LOKO must define the priority mode in the complaint protocol; if the mode is not defined in the complaint protocol it is considered to be mode „low priority.“

5.10 The contracting parties have agreed that the visits of technicians from the second contracting party for the purpose of defect removal will be at the end customer CZ LOKO always coordinated in cooperation with the authorized employee of CZ LOKO, who will define the priorities during their removal in case of higher amount of defects.

5.11 CZ LOKO defines the priority mode as per the applied defects as follows:

- a. mode „high priority“ means the fulfilment subject matter causes inoperability and such defect must be removed by the second party within three (3) working days when CZ LOKO delivered the reply to the complaint,
- b. mode „medium priority“ means the fulfilment subject matter causes inoperability and such defect must be removed by the second party within six (6) working days when CZ LOKO delivered the reply to the complaint,
- c. mode „low priority“ means that the fulfilment subject matter limits the operation use and also indicates the defects, the defect must be removed by the second contracting party within nine (9) working days from the day CZ LOKO receives the reply to the complaint.

The deadlines for the above defined defect removal are applied, unless the contracting parties define otherwise.

If the defect is not removed within the deadline defined as per the priority or in the spare deadline provided by CZ LOKO to the second contracting party, it represents a significant contract violation.

5.12 If CZ LOKO notifies the second party of the defect within warranty period, it stops for the period CZ LOKO cannot use the device in perfect condition. The warranty period is extended by the period of time for which the work was unsuitable for use due to the warranty defect. If the applied complaint results in new delivery of the fulfilment subject matter to CZ LOKO, the warranty period commences as per the contract and the GPT on the day the new device was handed over to CZ LOKO.

5.13 Until the defect is removed, CZ LOKO does not have to pay the part of the fulfilment price adequate to the discount right as per § 2108.

5.14 The acknowledgement of the complaint by the second contracting party, entitles CZ LOKO to require compensation of all costs incurred by CZ LOKO in relation with the delivery of the defective fulfilment subject matter and the application of complaints. CZ LOKO declares it will actively work to minimize the costs.

All costs related with the defect removal and related costs are born by the second contracting party. The second contracting party acknowledges that the related costs include in particular the damage compensation caused by defective fulfilment, and also sanctions for the engine shutdown, contractual fines accounted to CZ LOKO by the end customer, loss profit, and material and non-material harm resulting from the damage of CZ LOKO reputation in business circles. The complaint settlement does not affect this right of CZ LOKO in any way.

5.15 The second contracting party is responsible for provided fulfilment free from any defects. If a third party applies against CZ LOKO any entitlements from the title of patent, trademark, industrial template, patent or licence rights for trademark, inventions and other rights to the fulfilment subject matter, the second contracting party must on its behalf and at its costs settle the claims, including potential court dispute.

5.16 The second contracting party is obliged to conclude insurance related to the compensation of material and non-material harm caused by the fulfilment provided by CZ LOKO, and maintain the insurance in validity and effective for the whole period of contractual relations between CZ LOKO and the second contracting party. The insurance fulfilment must be agreed at such amount the second contracting party is objectively able to bear the costs related with the claim of CZ LOKO for damage compensation. Failure to conclude the insurance contract is considered a significant contract violation.

6. Consequences of delay

6.1 If the second party fails to confirm the order without reasons as per provision 2.3 of GPT or fails to send the statement for the order, CZ LOKO may cancel the order without the entitlement of the second contracting party. If the orders are issued based on concluded general contracts, the second contracting party must pay to CZ LOKO the contracting fine at 0,5% z from the fulfilment price for each day of the delay with the statement regarding the order.

6.2 If the contracting parties agree the obligation of CZ LOKO to arrive for the acceptance of the fulfilment, and CZ LOKO fails to observe the obligation within the deadline, the second contracting party is entitled to supply the fulfilment to CZ LOKO at its costs and risks..

If the fulfilment is prepared in the head office of the second contracting party and it does not utilize its right as defined in the first sentence of this provision, it is entitled to account to CZ LOKO the costs for storage at amount adequate in place and time of such storage.

6.3 If the fulfilment is implemented within the deadline agreed in the GPT or in the contract, the second contracting party must pay contracting fine to CZ LOKO at 0,5% from the fulfilment price for each day of the delay. If the fulfilment is not handed over to CZ LOKO within 10 days after the agreed fulfilment time, it is a significant violation of the contract, and CZ LOKO is entitled to withdraw from the contract.

6.4 In case of the delay of the second contracting party with the fulfilment, the second contracting party is responsible for all damages occurred to CZ LOKO due to the sanctions and damage compensations to end customers of CZ LOKO.

6.5 If CZ LOKO fails to pay the invoiced price in time and appropriately, the second contracting party is entitled to account contracting fine at 0,1% from unpaid sum to CZ LOKO

In case of delay with the invoice payment, CZ LOKO is responsible to the second contracting party for the damages which occur by late payment. Damage compensation is limited up to the price of the fulfilment subject matter.

6.6 If the second contracting party issues no statement to the applied claim within deadline defined in provision

5.5 of GPT, CZ LOKO has a right to require the contracting fine at 0,1% from the agreed fulfilment price, for each day of the delay until the second party delivers to CZ LOKO its opinion for the complaint.

If the second contracting party fails to make a statement to the complaint within fifteen (15) days from commencing the complaint procedure, the complaint is considered accepted, and CZ LOKO is entitled to perform the repair of reparable costs and account the costs to the second contracting party, and in case of irreparable defect, CZ LOKO is entitled to withdraw from the contract.

6.7 If the second contracting party fails to remove the claimed defects within the deadline defined in provision 5.11 of GPT, CZ LOKO is entitled to require the payment of contractual fine at 0,1% from the agreed fulfilment price.

6.8 The contractual fine at the above defined amount for each day of the delay, until complete fulfilment of the obligation. Payment of the contracting fine does not terminate the obligation of the contracting party to fulfil.

6.8 Payment of the contracting fine does not terminate or limit the entitlement of CZ LOKO for damage compensation caused by the delay or interruption of the contractual obligation by the second party.

7. damage compensation, restrictions, and elimination of the damage liability

7.1 Every contracting party is responsible for the damage it causes by violating its obligations resulting from these GPT, from the contract and also from the respective legal regulations, and it is obliged to compensate the second party, unless it is proven the violation of the obligation was caused by circumstances eliminating responsibility.

7.2 Real damage is paid and loss profit of the party which suffered damage. At the same time, the right of CZ LOKO for non-material losses is agreed.

7.3 The obligations for damage compensation are withdrawn if the party proves it was caused by exceptional unexpected events occurring independently on its will (circumstances eliminating responsibility).

7.4 In case of circumstances eliminating responsibility, the deadlines are extended for the circumstance duration, all deadlines for the obligation fulfilment specified by the GPT or the contract. The contracting parties undertake to mutually and without undue delay inform on the occurrence and termination of the circumstances. The circumstances eliminating the responsibility are in particular force majeure and procedures of state bodies, if they proceed in breach with the legal regulations. The occurrence and existence of the circumstances eliminating the responsibility mean the contract fine cannot be applied from the title of violated obligation.

7.5 If the circumstance eliminates the responsibility longer than one (1) month and it is impossible to assume that the obligation will be able to be fulfilled within spare deadline or the party affected is not interested in the spare fulfilment, the party affected is entitled to withdraw from the contract.

7.6 In case the second contracting party plans to perform any change in the specification of the supplied fulfilment subject matter, change in applies inlet materials, production processes or technological process, potentially replace the subject matter of fulfilment with suitable alternative, it must notify CZ LOKO at least six (6) months before the application of the change. In case the second contracting party plans the termination of the supplied subject production, it must notify CZ LOKO at least twelve (12) months in advance. The second party is in such case obliged to actively cooperate with CZ LOKO for the purpose of eliminating potential adverse consequences.

If the second contracting party announces the defined facts in time, it is responsible to CZ LOKO for the damages which may occur as a result.

8. The risk of damage on the fulfilment subject matter, ownership title

8.1 The damage hazard on the fulfilment subject matter, its damage or losses are born by the second contracting party until the subject matter is accepted by CZ LOKO confirmed by authorized representative of CZ LOKO in writing.

8.2 Unless the contracting parties agree otherwise, the ownership title to the fulfilment is transferred to CZ LOKO at the moment of accepting the fulfilment subject matter in writing.

9. Protection of trade secret

9.1 Business secret includes all matters of business, production, technical and personnel nature with real or at least potential material value, are protected by law, and are not considered commonly available in business circuits, and are to be protected according to the will of the contracting parties as their business secret. Confidential information includes all information notified by the contracting party to the second party and indicates it as confidential in writing.

9.2 The contracting parties hereto are obliged to:

- a. All matters to be kept confidential as indicated in writing by both contracting parties and protected as business secret, and all information indicated as confidential by sufficient method, which can be justly required, must be protected for the defined period in writing.
- b. Use the informed facts forming the business secret, and also information indicated as confidential solely for the purposes they were intended for, always solely according to the instructions and in the interest of the second contracting party.
- c. Refrain from any use or abuse of the facts forming the business secret or confidential information for its needs or for third persons, directly or procured in breach with the purpose of statement.

9.3 If the protection or confidentiality is violated of the facts forming the business secret or confidential information, or their use of abuse is in breach with the purpose of their statement, the contracting party which found out about the violation or caused the violation, must immediately notify the second contracting party after finding out, and without undue delay take all measures to justly require the prevention of adverse consequences, in particular damages.

9.4 The contracting parties undertake to protect and keep secret the facts forming the subject of business secret until they become publically known or commonly available in the business circles, and also undertake to protect and keep secret information as defined in writing for the respective period. Unless defined otherwise, confidential information is protected for the contract duration period and subsequent ten (10) years after the termination.

9.5 All materials (drawings, calculations, models, dies, matrixes, samples, etc.), and also tools for provided by CZ LOKO to the second contracting party remain the property of CZ LOKO, and it must be returned immediately upon request. Without consent of CZ LOKO, in writing it must not be provided to the third persons or used by the second contracting party other than for purposes of the contract implementation.

9.6 In case of violating the agreement on the protection of business secret as per these GPT by one of the parties, the damaged party is entitled to require the contractual fine 100.000 CZK (one hundred thousand Czech koruna) for every violation of the agreement.

10. Contract termination

10.1 The contractual relationship established by the GBT can be terminated only in writing, upon agreement, withdrawal from the contract or notice of termination.

10.2 Withdrawal from the contract concluded based on the GPT can perform any of the parties in case the second contracting party violates the contract significantly. Withdrawal from the contract must be notified by the contracting party to the second party in writing together with the statement of the reason. The withdrawal from the contract shall be effective on the delivery of a written notice to the second contracting party. For cases of any doubts during the delivery, use provision 5.4 of the GPT.

10.3 Significant violation of the contractual obligations is considered to the delay with handing over the fulfilment by the second party lasting over ten (10) working days, or failure to remove the defects of the fulfilment in compliance with provisions 5.11 hereof. Significant violation of the contracting obligations by CZ LOKO is mostly the late payment of invoice exceeding thirty (30) days.

10.4 In case of insignificant violation of the contract, the affected contracting party must provide the second contracting party with spare deadline for the fulfilment which must not be shorter than five (5) working days. The provision is not applied in case of violating the obligation as per provision 5.11 GPT.

10.5 The contracting party which significantly violated the contract must pay to the second party for proven resulting damage and non-material harm.

10.6 Each contracting party is authorized to withdraw from the contract in writing with three months notice period without stating a reason. The notice period commences on the day following the notice delivery and terminates after three months following the delivery. In case of any doubts as regards the notice delivery, apply the rules defined in provision 5.4 of the GBT. The notice application does not affect the rights of the contracting party for the penalty and/ or the damage compensation caused by the second contracting party during the contract validity or during three months notice period.

11. Changes to GBT

11.1 CZ LOKO in compliance with provision § 1752 clause 1 NCC reserves the right to change the GPT unilaterally if required within adequate scope.

11.2 Any change of GBT, CZ LOKO undertakes to notify the second contracting party without undue delay at least thirty (30) calendar days before the proposed date of validity of such change, by sending a notification in writing or publishing such change on web pages www.czloko.cz.

11.3 If the second contracting party does not express discrepancy with the proposed change to GBT before the date of effectiveness, it is considered accepted. If the second contracting party does not accept the change, and informs of the discrepancy in writing, the contracting parties act on the scope of such change. Unless the contracting parties agree otherwise within adequate deadline, it establishes the right of any contracting party to withdraw from the contract as per provision 10.6 of the GBT.

11.4 If any article of GPT becomes invalid, ineffective or apparent, it can be fully independent on the other articles of this document, and also other articles of GPT remain valid and effective.

12. Final Provisions

12.1 The contracting parties undertake to cooperate during the fulfilment of the contract purpose, in particular undertake to mutual provide information on all matters which can affect the contract fulfilment without undue delay. If the contracting party fails to do so, it is responsible for damages to the second contracting party.

12.2 The contracting parties have agreed that all changes, annexes, and amendments to the GPT or concluded contracts can be completed solely in writing by means of numbered annexes and amendments. Other agreements shall be invalid.

12.3 The contracting parties have agreed that the rights and obligations resulting from their mutual contractual relation are transferred to their legal successors. The payables and receivables hereof cannot be submitted to any third person without explicit consent of the second contracting party.

12.4 Contracting Parties hereby undertake to settle amicably any disputes that might arise from the implementation of their mutual relation. If settlement is not achieved in the dispute solution, the matter will be transferred to the respective court of the Czech Republic.

12.5 The contracting parties agree that in case any of the contract part concluded based on the GPT becomes invalid, ineffective or unenforceable, it will not affect the validity of other parts, and the contracting parties will continue in the contractual relationship as of the part was not contained in the contract. Missing part of the contract shall be replaced with the respective provision of NCC or another respective legal regulation which will comply with its content the most with the purpose of the original provision.

12.6 The contractual parties explicitly eliminate the application of common business habits.

12.7 The contractual party explicitly declares it is sufficiently acquainted with the content and meaning of GPT, GPT are not written in unreadable manner and with difficulties and it explicitly accepts GPT conditions.

12.8 The validity period is agreed for indeterminate period.

in Česká Třebová 1. 3. 2014

The general business terms (hereinafter referred to as „GBT“) are valid from 1.3.2014.