

# General Business Terms and Conditions CROSS Zlín, a.s.

## 1. Initial provisions

These General Business Terms & Conditions (hereunder the „GBTC“) stipulate general arrangements concerning the process of entering into contracts and contents of contractual relationships with respect to the Purchase Contracts (hereunder the „Purchase Contract“) and Contracts for Work (hereunder the „Contract for Work“) and lay down in detail the rights and duties of the parties within their contractual relationships.

These General Business Terms & Conditions are related to and are binding on business conducted between the parties to the Purchase Contract and the Contract for Work, with one party acting as the seller or contractor, being the company CROSS Zlín, a.s., ID. No.: 607 15 286, VAT No.: CZ60715286, with registered office at Zlín, Hasičská 397, Louky, 763 02 Zlín, incorporated in the Business Register administered by the Regional Court in Brno, File No. B 6274, and the other party being the buyer or client.

All contractual relationships arising out of or in connection with these General Business Terms & Conditions are entered into in accordance with the applicable law of the Czech Republic. Relationships not governed by the Purchase Contract/ Contract for Work and these General Business Terms & Conditions shall be governed by applicable legislation, in particular Act No. 89/2012 Sb., Civil Code, as amended.

## 2. General provisions

With respect to Purchase Contracts, the parties are designated as a seller and buyer and with respect to Contract for Work as a contractor and client.

**The Seller or the Contractor** (in both cases also referred to as the „Supplier“) is the trading company CROSS Zlín, a.s., ID. No.: 607 15 286, VAT No.: CZ60715286, with registered office at Zlín, Hasičská 397, Louky, 763 02 Zlín, incorporated in the Business Register administered by the Regional Court in Brno, File No. B 6274. The company CROSS Zlín, a.s. is an entity acting within its line of business with respect to entering into and performing contracts.

**Persons authorised to act on behalf of the Supplier** with respect to contractual arrangements in their entirety are the Board of Directors, either all members of the Board of Directors, and/or individually the Chairman or Vice Chairman of the Board of Directors and the employees of the Seller duly entitled to do so under their specified job description.

**The Buyer or the Client** (in both cases also referred to as the „Purchaser“) is understood as any legal or natural person who intends to obtain from the Supplier, as part of its operations, any goods or services that are offered by the Supplier as part of its business operations.

**The Purchase Contract** is understood as an obligation of the Seller to provide the Buyer with goods being the subject of the purchase and enable the Buyer to acquire the title to the goods against the obligation of the Buyer to take over the good and pay the purchase price to the Seller.

**The Contract for Work** obliges the Contractor to perform for the Client any work at its expense and risk and the Client undertakes to take over the work and pay the Contractor the agreed price of the work.

**Business** is understood as contractual relationships established between the parties on the basis of a Purchase Contract or Contract for Work.

**Goods** are understood as an item being the subject of purchase or work.

**Shipping** is understood as the moment when the goods are shipped from the registered address of the Seller or, as the case may be, made ready for personal pickup by the Buyer.

By placing the order the Buyer confirms that it has become familiar with these General Business Terms & Conditions and that it explicitly agrees to them in a version that will be in full force and effect upon sending the order.

## 3. Contract

### 3.1. Purchase Contract execution

The Purchase Contract between the Supplier and the Purchaser may be executed in the following manners:

- written confirmation of the Purchaser's order,
- signature of a one-off Purchase Contract.

The order may be made in writing, delivered to the other party by post, electronically, via data box or placed in person, by telephone or orally. The Purchase Contract is established upon unconditional acceptance of the Purchaser's order, delivered back to the Purchaser and confirmed by a person authorised to act on behalf of the Supplier within 5 days in a manner in which the order was delivered or, as the case may be, the Purchaser will be informed within the same time-limit about the tentative order confirmation time limit. If the Purchaser's order fails to be confirmed by the Supplier within the above time limit, it is understood that it was not accepted. Late acceptance has the effect of timely acceptance if the Purchaser informs the Supplier about such acceptance without undue delay at least orally stating that such acceptance is considered timely.

If the Supplier fails to accept the order unconditionally or with comments, the contractual relationship is not established by confirming the order but upon the subsequent written approval of the changed order by the Purchaser. In the event of an order made by telephone

or orally, the follow-up confirmation of the order by the Supplier shall contain specifications of the subject of the purchase and such a confirmed order shall be approved by the Purchaser in writing.

The contents of the order and its confirmation takes precedence over any other arrangements between the parties. Supporting data establishing the basis of the offer or order acceptance, such as images, drawings, dimensions etc. are crucial only in general terms unless explicitly marked as binding.

The Supplier shall provide the goods to Purchaser, including documents related to the goods and allow the Purchaser to acquire the title to the goods in accordance with the Contract.

The Supplier shall meet the duty to hand over the goods to the Purchaser, allow the Purchaser to handle the goods at the place of performance and inform the Purchaser accordingly in due time.

### 3.2. Contract for work execution

The Contract for work between the Supplier and the Purchaser may be executed in the following manners:

- written confirmation of the Purchaser's order,
- signature of a one-off Contract for work.

The order may be made in writing, delivered to the other party by post, electronically, via data box or placed in person, by telephone or orally. The Contract for work is established upon unconditional acceptance of the Purchaser's order, returned to the Purchaser and confirmed by a person authorised to act on behalf of the Supplier within 5 days in a manner in which the order was delivered or, as the case may be, the Purchaser will be informed within the same time-limit about the tentative order confirmation time limit. If the Purchaser's order fails to be confirmed by the Supplier within the above time limit, it is understood that it was not accepted. Late acceptance has the effect of timely acceptance if the Purchaser informs the Supplier about such acceptance without undue delay at least orally stating that such acceptance is considered timely.

If the Supplier fails to accept the order unconditionally or with comments, the contractual relationship is not established by confirming the order but upon the subsequent written approval of the changed order by the Purchaser. In the event of an order made by telephone or orally, the follow-up confirmation of the order by the Supplier shall contain specifications of the subject of the purchase and such a confirmed order shall be approved by the Purchaser in writing.

### 3.3. Retention of title

In accordance with the provisions of § 2132 of Act No. 89/2012 Sb., Civil Code, the Seller retains the title to the goods, i.e. the Purchaser shall only become the owner upon full settlement of the price even if the Purchaser makes use of the agreed option of a later price payment maturity date.

Goods subject to the retention of title shall not become subject to pledge or used to secure the title transfer.

Any modification of goods subject to the retention of title results in the Supplier becoming co-owner of such modified goods.

If the goods are resold or modified by the Purchaser, the Purchaser's receivable from a third party with respect to the purchase price shall be considered as passed on to the Supplier.

In all cases of applying the retention of title, with respect to goods taken back it is only possible to deduct from the purchase price the value of goods taken back after their increase in value and deduction of the costs of modification.

### 3.4. Joint provisions concerning business deals

The Supplier's offer shall always be considered as nonbinding. Valid contract arrangement shall always require explicit consent to the non-binding offer acceptance, whereas accepting an offer containing any deviations from the contents of the proposed offer or submitted terms and conditions constitutes a counterproposal, unless explicitly agreed otherwise in the course of negotiations.

If the Purchaser refers in the submitted order or when entering into a contract to its business terms and conditions that are contrary to these GBTC, the contract shall be entered into in a scope in which both these business terms and conditions are not contradictory. Mutually contradicting or uncertain provisions of the business terms and conditions shall not apply. This shall also apply if such a procedure is excluded by the business terms and conditions of the Purchaser. However, any of the parties may within 3 (three) calendar days of the order acceptance or contract signature inform the other party in writing that it rejects such a procedure. In such a case, the contract will not be entered into.

Information about the specific technical steps leading to entering into contracts is provided in these GBTC where this process is described in a comprehensible manner.

The contract is entered into in the Czech language. If the text of the contract is translated for the purposes of the Purchaser, the Czech interpretation shall prevail in case of a dispute as to the interpretation of the terms.

The contract may only be amended by written, consecutively numbered amendments that must be duly designated and lawfully signed by both parties. These amendments are subject to the same contractual arrangements as the Contract.

The Supplier shall hand over to the Purchaser the subject of the purchase in the agreed quantity, quality and design.

If the Supplier supplies a higher quantity of goods than agreed, the Purchase Contract shall also be entered for the excess quantity unless the Purchaser informs the Supplier in writing without undue delay that the Purchaser does not require the goods delivered beyond the Contract framework.

If the Supplier shall ship the goods, the goods will be handed over by the Supplier once the goods are handed over to the first shipper for transport to the Purchaser and once the Purchaser is allowed to exercise the rights under the contract of carriage with respect to the shipper.

Unless agreed how the goods are to be packed, the Supplier shall pack the goods according to the established business practices; if these are not defined, the goods shall be packed in a manner suitable for preserving the goods and protecting the goods against damage. The Supplier shall protect the goods for transport purposes in the same manner. The choice of goods packaging, transport packing, the insurance arrangement and its potential cover falls within the competence of the Supplier, unless the parties agree otherwise in a specific case.

Consultation with a potential Purchaser or Purchasers concerning the use of the goods shall only be binding upon the Supplier if provided by the Supplier in writing or if an oral consultation or advice were subsequently confirmed by the Supplier in writing. The fitness of goods for the Purchaser's intended purpose is the responsibility of the Supplier only if confirmed by the Supplier in writing.

## 4. Prices, terms of payment and terms of delivery

### 4.1. Price determination

All prices are contractual. If a non-binding offer is sent, these documents always provide current and valid prices. The prices are not final, i.e. they do not include the statutory VAT amount or any other taxes and fees to be paid by the Purchaser to acquire the goods. The provided prices do not cover packing charges, insurance and any costs related to transport.

The final price, i.e. the price including packing charges, insurance, transport as well as the stipulated statutory VAT amount shall be announced by the Supplier to the Purchaser in the confirmation of the order placed by the Purchaser.

If the costs change during the execution of the order, the Supplier reserves the right to determine a new price.

### 4.2. Terms of payment

In line with the performance under the Contract, the Supplier shall issue an invoice – tax certificate - to be settled within 2 weeks from the issue date via cashless transfer to the bank account shown on the invoice – tax certificate, unless the parties agree otherwise in the given case.

The invoice – tax certificate settlement date is understood as the day when the price is credited to the bank account of the Supplier or, as the case may be, as the day when the price is paid in cash to the Supplier.

### 4.3. Terms of delivery

The delivery time starts once the Supplier confirms the Purchaser's order and the delivery time is set with respect to the production and capacity possibilities of the Supplier.

The delivery time shall be extended by a period during which the Purchaser delays performing its obligations towards the Supplier.

The delivery time shall be adequately extended as a result of unforeseeable obstacles, in particular due to events of Force Majeure. The Supplier is not in default in delivering the goods and shall not be liable for damage if the performance of duties resulting from the contract is temporarily or permanently prevented from by an extraordinary unforeseeable and insurmountable obstacle occurring irrespective of its will (the so-called „events of Force Majeure“). For the purposes of the contractual arrangements, Force Majeure is, for example, understood as natural disasters, adverse weather conditions disabling or hampering the contract performance, strike, unrest, acts of war etc. If an event of Force Majeure occurs, the parties undertake to modify the contractual relationship adequately with respect to the specific circumstances of Force Majeure so as to meet the purpose of the contract. If no agreement is reached, the party claiming the event of Force Majeure has the right to withdraw from the contract.

In the event of unforeseeable circumstances, if circumstances substantially change and if the impossibility to perform is factually demonstrated, the Supplier has a right to withdrawal from the contract. If the Supplier intends to exercise the right to withdraw from the contract, in accordance with this provision, it shall, upon assessing the scope of the unforeseeable events, promptly inform the Purchaser accordingly. In the event of the contract termination by the Supplier, the Purchaser's claims for damages under this clause as a result of such termination are fully excluded.

Partial goods deliveries are permissible.

### 4.4. More work, less work

In the case of less work, the supplier is entitled to demand payment for preparatory work for the unrealized part of the work (eg project and construction preparation, etc.).

In the case of additional work of the technological part, the supplier is entitled to increase the price in the event that the price list of the technology has been revalued.

In the case of additional works of a construction nature, the supplier may claim the price level of additional works according to the table:

* Construction budget items incl. ancillary budgetary costs	
More work up to 1 Mil. CZK	URS + 30 %
More work in range 2 to 5 Mil. CZK	URS + 25 %
More work over 5 Mil. CZK	URS + 20 %

\* In case of impossibility to cover costs according to the budget price of URS, the "normal price" will be used (proof of subcontracting invoice + 20% increase in incidental budget costs).

## 5. Performance of work, installation and services 5.1.

### Performance of work

The Supplier shall perform the work in an independent and due manner so that the work is performed in accordance with the Contract, provided documents, relevant legal regulations, certificates and technical and quality-related standards.

If the performance of work requires cooperation of the Purchaser (e.g. delivery of samples, provision of design documentation or decisions to be made by public bodies, presence of site, provision of entrance and access to the place of performance etc.) and the Purchaser fails to provide the required cooperation in time, the time for performance shall be extended by the Purchaser's period of delay caused by the late provision of its assistance. Alternatively, the Supplier reserves the right to withdraw from the Contract as per Clause 9 and claim the price of work from the Purchaser that was performed for the Purchaser as of the withdrawal date, which shall not affect the Supplier's claim for damages.

Prior to commencing the work, the Supplier shall ascertain, with due care, whether the proper performance of the work is not prevented by any hidden obstacle. Its potential existence shall be reported without undue delay to the Purchaser with a proposal for an alternative solution. In this case, the time limit for performing the work shall be extended. If such hidden obstacles could not be ascertained despite exercising due care prior to the commencement of the work and the Supplier notifies the Purchaser of their existence without undue delay upon detecting such obstacles, the time limit for performing the work shall also be extended by the period counted from the written notice sent to the Purchaser until the obstacles have been eliminated.

The Supplier shall at its own cost obtain all facilities, tools and materials necessary to perform the work in accordance with the contract.

The Supplier reserves the right to implement the work or a part thereof via a fully qualified sub supplier.

### Installation and services

If these are part of the arrangement between the parties, the Supplier shall provide installation work and services related to the delivered goods or provide services and installation separately on the basis of specific orders or contracts.

The price of installation and service work is paid separately.

The price of installation and service work includes, in particular, travel expenses, separation allowance and working hours including extra charges for overtime work. The time for preparation, travel, waiting time and trip back are charged as working hours.

In the event of a delay in assembling the goods, their installation or commissioning for reasons not attributable to the Supplier, the Purchaser shall pay all costs for the waiting as well as other necessary travel expenses and, as the case may be, other necessary costs.

If the installation is carried out by the Purchaser or any third party authorised by it, it is necessary to observe all valid operating and installation regulations of the Supplier.

### 6. Handover and takeover of the goods, damage risk transfer

#### 6.1. Handover and takeover of the goods

The goods may be handed over via delivery through a holder of a licence to make shipments to the registered address of the Purchaser or to the address given in the Contract, or via personal pickup at the registered office of the Supplier against a signature of a person authorised to act on behalf of the Purchaser.

Unless stated otherwise in the Contract, the personal pickup shall take place at the registered office of the Supplier.

Should the Purchaser fail to pick up the goods delivered via a post licence holder and the goods are returned to the Supplier for such a reason, the goods are considered delivered on the date of their return.

Unless the goods delivery method is specified in the contract, the delivery method is at the Supplier's discretion.

The Supplier is entitled to take out an insurance covering the transport risk at the expense of the Purchaser.

The Purchaser shall, without undue delay upon delivery, check the condition of the delivery with the shipper (number of packages, damage to boxes, etc.) according to the attached delivery note. The Purchaser is entitled to reject to take delivery which is contrary to the contract stating that the shipment is, e.g., incomplete or damaged. Shall the Purchaser take delivery of such damaged shipment from the shipper, the damage shall be described in the shipper's delivery protocol.

Any incomplete or damage shipment shall be promptly reported by the Purchaser by e-mail or telephone, confirmed by e-mail or any other written form using the contact details of the Supplier, the Purchaser shall draw up a damage survey with the shipper and send it without undue delay by e-mail or post to the Supplier. Unless such a damage survey is drawn up within 5 business days, any Purchaser's claim for such damages is excluded.

Any damage or loss during transport shall be handled by the Purchaser and claimed by the Purchaser from the shipper.

Duly ordered and delivered goods will not be received back by the Supplier. In the event of a different arrangement between the parties or a voluntary acceptance of duly ordered and delivered goods by the Supplier, the costs of storage, transport and other related costs shall be borne by the Purchaser.

The party's default in taking deliver of the goods establishes a right of the other party to sell the goods at the expense of the party in default in a suitable manner after providing the party in default with a reasonable period of time for taking the delivery. This shall also apply if the party defaults in payment that the delivery of the goods is subject to.

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### 6.2. Damage risk transfer

The risk of damage to the goods is transferred to the Purchaser once the goods are dispatched, even when partial deliveries of the goods are made or if freight paid to the place of destination is arranged. The same shall apply if the Purchaser fails to take delivery of the goods although made ready by the Supplier for shipping.

If the shipping is delayed as a result of circumstances not attributable to the Supplier, the goods damage risk is transferred to the Purchaser on the date of being ready to ship.

### 7. Defect liability

#### 7.1. General arrangements

All goods are inspected by the Supplier prior to shipment.

The goods are defective if they fail to have the agreed characteristics. A defect is also understood as providing different delivery. A failure to furnish documents necessary for proper use of the work is not considered to be a defect provided that the Supplier provides the Purchaser with the above document within 10 days of a

written request by the Purchaser.

The Purchaser's claims related to defective performance arise from a defect of the goods manifested upon the transfer of the damage risk to the Purchaser, even if manifested on a later date. The Purchaser may also claim a defect appearing on a later date if caused by the Supplier's breach of its duties.

The Purchaser shall inspect the goods as reasonably practical as soon as possible after the transfer of the damage risk and shall ascertain the properties and quantity.

Any damage to the goods occurring after the goods damage risk transfer to the Purchaser shall not affect its duty to pay the price unless the Supplier causes such damage by breaching its duties.

The Supplier may only take into consideration defect claims related to the condition and quantity of the goods if claimed by the Purchaser no later than 5 business days of the goods delivery, and if claimed in writing from the Supplier and confirmed by the shipper. In the event of hidden defects, the Purchaser shall claim such damage no later than 5 business days of becoming aware of such defects.

Defects to the delivered goods not reported during the defect liability statutory time-limit shall be made good by the Supplier at its own discretion or substitute goods shall be delivered, which the Supplier is also entitled to following an unsuccessful repair. The choice of the method of making good the defect is at the Supplier's own discretion.

Nevertheless, following the repair or substitute delivery, the Purchaser's right to withdraw from the contract ceases to exist.

Repairable defects shall not oblige the Supplier to reduce the price. Replaced parts come into the possession of Supplier and shall be sent back to the Supplier by the Purchaser at the Supplier's request.

Spare parts, wearable parts and parts intended for remaking shall be inspected promptly after delivery and potential defects shall be promptly reported.

With respect to defects detected before building-in or processing, all defect liability claims are forfeited after building-in or processing the goods.

All claimed reservations shall contain precise specifications of the defect and its scope. The Supplier shall consider such a claim and take a decision within 30 days of its receipt.

The Purchaser's defect claims are considered as cases of immaterial breach of the contract unless the Purchaser demonstrates the opposite.

If the Purchaser initiate inspection of the goods delivered by the Supplier and stipulates the defect for which the Supplier shall be liable, the Purchaser shall be charged for each inspected piece of goods if it is ascertained that the goods were not defective.

The Supplier shall not be liable for damage occurring as a result of unsuitable, unprofessional or inadequate use contrary to the Supplier's instructions, defective installation or commissioning by the Purchaser or any third party, failure to respect instructions given in the operating manual delivered by the Supplier with the goods, defective or negligent handling of the goods, natural wear, chemical, electrochemical or electric effects on the goods or changes to the goods unpermitted by the Supplier.

The Supplier shall not be liable for damage occurring as a result of unsuitable, unprofessional handling of the goods, wrong location of the good, excessive load on the goods and natural wear.

The parties acknowledge that the delivered goods need not meet the conditions set out by other legal regulations than the legal regulations of the Czech Republic. The Supplier shall not be liable for any potential related damage.

### 7.2. Special arrangements concerning defect liability

The work is defective, fails to comply with the contract, relevant legal regulations and technical standards or, as the case may be, if it is not performed in a manner common at the given time and place.

Upon takeover of the completed work or part thereof,

the Purchaser shall duly inspect the work and check the parameters, quantity and quality of the work.

The Purchaser shall take over work with minor defects and outstanding work which, however, do not prevent from the work being used by itself or in connection with others.

As regards apparent defects, the Purchaser shall claim defects from the Supplier in writing immediately after taking over the work in the event of the work delivery by a holder of postal licence or shipper, no later than 5 calendar days of the delivery; otherwise the right related to the defect liability may not be recognised.

The Supplier shall be liable for damage to the work at the time of the handover. Shall the Purchaser detect other than apparent defects of the work on a later date, the Purchaser shall promptly inform the Supplier accordingly in writing.

### 8. Sanctions

If the Purchaser is in default in payment of the invoice – tax certificate – the Supplier shall be entitled to charge the Purchaser a contractual penalty of 0.02 % of the due amount for each day of the Purchaser's default in the price payment. This agreed contractual penalty is not a generalised expression of a potential claim for damages, costs related to the debt collection or interest on late payment and these shall not be affected by this provision concerning the contractual penalty. This contractual penalty shall become due within 2 weeks of being charged by the Supplier.

If the Supplier is in default in delivering the goods or work based on a delivery date confirmed in writing, the Purchaser shall be entitled to charge the Supplier a contractual penalty of 0.02 % of the price of goods/work or a part thereof, for each day of the Suppliers default in delivering the goods or work to the Purchaser nor within 3 days after delivery of a written notice by the Purchaser. This contractual penalty shall become due within 2 weeks of being charged by the Purchaser.

Shall the Purchaser fail to make payments in due and timely manner or suspends the payments, all obligations of the Purchaser to the Supplier shall become due and payable on the same date. In such a case, the Supplier shall be entitled to exercise the retention right to the goods not being paid or shipped or, as the case may be, seek advance payment of the delivery of the next ordered goods.

Shall the Purchaser breach the contractual duties related to the breach of copyright or any other duty related to licences, the Supplier shall be entitled to charge the Purchaser a contractual penalty of CZK 250,000 (in words: two hundred and fifty thousand Czech crowns) for each such contract breach by the Purchaser. This agreed contractual penalty is not a generalised expression of a potential claim for damages, costs related to the debt collection or interest on late payment and these shall not be affected by this provision concerning the contractual penalty. This contractual penalty shall become due within 2 weeks of being charged by the Supplier.

### 9. Contract termination

The Supplier may withdraw from the contract in the event of a material breach of the contractual arrangements by the Purchaser, which is mainly understood as the Purchaser's default in providing necessary cooperation or a failure to provide the agreed advance payment for a period longer than 15 days of the

date of a written notice sent to the Purchaser on breaching such a duty.

The Supplier shall also be entitled to withdraw from the contract if the Purchaser is in liquidation or if a final bankruptcy ruling has been issued within insolvency proceedings related to the Purchaser.

The Supplier may withdraw from the contract if the Purchaser stops making payment, if the Purchaser's account is garnished or if the Purchaser provides incorrect information about itself or conditions related to the Purchaser.

In case of early termination of the contract by withdrawing from it for reasons attributable to the Purchaser, the Supplier is entitled to claim the price of the goods, partly or fully manufactured, from the Purchaser, which shall not affect its claim for damages.

The contract termination becomes effective on the date of delivery of the written expression of the will to the other party.

The Supplier shall promptly return all supporting data and in documentation received from the Purchaser.

The term of validity of a contract entered into for an indefinite period of time may be terminated by a written agreement between the parties or by a unilateral notice served by any of the party with a three-month notice period commencing on the first day following the delivery of the written notice to the other party to the contract.

With respect to contracts with repeated or lasting performance entered into for a definite period of time, unless stated otherwise therein, the duration of the contract shall be extended by one calendar year unless any of the parties expresses its will not to extend the term of the contract within a minimum of one month prior to the date when the term of the contract shall expire.

### 10. Software

#### 10.1. General provisions

The Supplier passed on to the Purchaser software products for transport technologies along with some of the goods (metering, switching, control, data collection, visualisation, evaluation).

However, the Supplier is not obliged to provide software services. The provision of such services shall be agreed separately between the parties.

By transferring software via electronic communication media (e.g. via the Internet) the risk of damage is transferred once the software leaves the area of the Supplier's influence (e.g. its server when downloading data and programmes).

Documentation related to the software is provided to the Purchaser separately from the software, unless the order confirmation indicates that the documentation was delivered together with the software. **10.2. Simple licence**

According to the order confirmation or software product sheet, the Purchaser is given the agreed right to use the software.

The Supplier grants to the Purchaser a non-exclusive right unrestricted by time to use the software with goods listed in the order confirmation or in the software product sheet and each software provided to the Purchaser may always be used with one piece of goods - equipment (a simple licence). If one piece of equipment is related to several workplaces where the software may be used separately, the simple licence is related to one workplace only.

The Purchaser may make copies of the software that may be used exclusively for back-up purposes (back-up copies). Otherwise the Purchaser may replicate the software only with a multi licence.

The Purchaser is not entitled to modify, reverse engineer, translate the software and/or remove any of its parts. The Purchaser may not remove alphanumerical or any other designations of the data carriers and these shall be transferred unmodified to the backup copies.

The Supplier grants the Purchaser a right to transfer the rights of user granted to the Purchaser to a third party and the Supplier may revoke this right at any time. If the Purchaser obtains the software along with the goods, the software may only be transferred to a third party along with such goods. The Purchaser shall enter into a written contract with such a third party so that such a

third party assumes obligations resulting from this contract. Shall the Purchaser transfer the software to a third party, the Purchaser shall be liable for the observance of potential requirements made by the Supplier and the Purchaser shall assume the Supplier's duties in this scope.

#### 10.3. Multi licence

To use the software for more pieces of the goods – equipment - or a larger number of workplaces, the Purchaser shall hold a multi licence. The condition for holding a multi licence is to have the simple licence granted along with a written confirmation of the Supplier about the number of permissible copies that the Purchaser may make of the software provided under the simple licence. With respect to the multi licence, the Purchaser is granted a non-exclusive, non-transferrable right unrestricted by time to make a number of copies set out in the written confirmation and to use the created copies according to the rules for simple licence and transfer for use by third parties.

The use of software in several pieces of equipment also applies to the use of networks at several workplaces without replicating the software (network licence). Rules applicable to multi licences apply by analogy to network licences. The number of permissible workplaces corresponds to the number of permissible copies.

The Purchaser shall follow instructions concerning the making of copies provided by the Supplier along with the multi licence. The Purchaser shall keep records of all copies and submit these to the Supplier at its request. The Purchaser shall transfer alphanumerical and other marking of the data carriers unchanged to all copies. **10.4. Defect liability**

The parties agree that it is not possible to develop software featuring no defects for any conditions of use. Defects to the software are understood as defects documented by the Purchaser and reproducible and consisting in the absence of guaranteed characteristics, however, no minor deviations from the relevant documentation. The Purchaser shall provide the Supplier with verifiable supporting data from the documentation concerning the type and occurrence of the deviations and cooperate on the defect identification. The defect liability shall not cover defects caused by a deviation from the conditions of use envisaged and stipulated in the documentation.

If defective data carriers are provided, the Purchaser may only require that the Supplier replaces the defective data carriers with perfect ones.

The Supplier shall be liable to make good any defect at its own discretion by providing a new issue (update) or by providing a new version (upgrade) as a replacement. Until the provision of the update or the upgrade, the Supplier shall provide the Purchaser with a temporary solution in order to „by-pass“ the defect if this is possible while exercising reasonable effort and if the Purchaser cannot work on urgent tasks as a result of the software defect. If the defect cannot be eliminated, the Purchaser is entitled to a price reduction or to withdraw from the



contract. If the Supplier has provided the Purchaser with a multi licence, the Purchaser may make copies from the upgrade provided as a replacement in a number of copies corresponding to the multi licence.

The defect detection and elimination shall be performed at the discretion of the Supplier at the Purchaser's or at the Supplier's premises. If the Supplier chooses to eliminate the defect at the Purchaser's premises, the Purchaser shall provide hardware and software free of charge as well as the operating means along with suitable service staff, if needed, so as to make sure that the defect is eliminated within a reasonable period of time.

The Purchaser shall provide the Supplier with supporting data and information necessary to eliminate the defect which is available to the Purchaser.

Unless the defect reported by the Purchaser is reproducible, caused by faulty operation by the Purchaser or defect liability is excluded for any other reason, the Supplier may seek adequate compensation for the inspection of the software, as well as compensation for expenses incurred – freight, travel expenses and accommodation expenses.

With respect to software expanded by the Purchaser or a third party beyond an interface intended for this purpose by the Supplier, the Supplier shall only provide a guarantee up to such interface.

The Supplier shall not assume a guarantee for the provided software compliance with the operational system (environment) used by the Purchaser for data processing, in particular with software and hardware products used by the Purchaser.

The Purchaser shall take all necessary, claimable and achievable measures to prevent from the consequences of damage as a result of software defects or to limit such damage and the Purchaser shall, in particular, promptly inform the Supplier about defects and back up programmes and data.

The Supplier shall not be liable for a loss of data and programmes and their recovery if such a loss could not be prevented from through reasonable preventive measures taken by the Purchaser, in particular through regular backups of all data and programmes corresponding to the potential danger.

### 11. Protection of information

In relation to the performance of the contract the parties may get into contact with information that

- a) form a trade secret of the parties and/or
- b) is personal data as per Act No. 101/2000 Sb., as amended,
- c) is subject to copyright

The Purchaser provides voluntarily its personal data needed to enter into the contractual relationship with the Supplier. The Supplier shall protect the personal data of the Purchasers against abuse.

The parties are authorised to handle information specified herein above solely in relation to the performance of rights and duties resulting from the contractual relationship. The parties are not authorised to handle the information in their favour or in favour of any third party nor handle the information beyond the scope of the contractual relationship. Furthermore, the party is not authorised to provide the aforesaid information to any third party without previous explicit

written consent of the other party or unless obliged to do so under a relevant legal regulation.

In the event of breaching a duty to protect information, as per Clause 11 herein by the Purchaser, the Supplier shall be entitled to charge the Purchaser a contractual penalty of CZK 500,000 ( in words: five hundred Czech crowns) for each individual breach of the duty by the Purchaser. This agreed contractual penalty is not a generalised expression of a potential claim for damages, costs related to the debt collection or interest on late payment and these shall not be affected by this provision concerning the contractual penalty. This contractual penalty shall become due within 2 weeks of being charged by the Supplier.

## **12. Other provisions**

The place of performance for all business deals is the registered office of the Supplier.

Any relationships and potential disputes arising out of or in connection with the contract shall be subject to the law of the Czech Republic and shall be resolved by the relevant courts of the Czech Republic.

The parties agree that the relevant court for potential dispute adjudication shall always be the court determined as per the registered office of the Supplier.

All lawfully relevant notices shall be binding on the parties only if made in writing. The parties shall deliver documents to each other to addresses listed herein above, in the order or its confirmation unless they announce in writing a change in the address for delivery.

The parties agree that a document demonstrably sent to the address of the other party is considered delivered, if the addressee fails to take delivery of the document, after a futile attempt at its delivery within five days of its filing by the postal service with the last date of the filing time-limit being considered as the date of delivery of the document. Shall the addressee refuse to take the delivery for no reason it is understood that the delivery was made on the date when the delivery was rejected for no reason.

For the avoidance of doubts, in the event of documents delivered by electronic mail or fax, the document is considered delivered if sent without defects to electronic address or fax number of the other party on the third day after its demonstrable sending.

These General Business Terms & Conditions shall be in force and effect from 02.01.2016 and shall supersede the previous wording of the General Business Terms & Conditions and are available at the registered office of the Supplier or electronically on the website [www.cross.cz](http://www.cross.cz).