



General Sales and Service Conditions

1. Scope of application

- 1.1. These general terms and conditions for the supply of equipment and services apply to all supplies of equipment and services provided by ALBERTINA Machinery s.r.o, IČO 411 94 624, with registered office at Bedrnova 248/6, 150 00 Praha 5 - Motol, Czech Republic (hereinafter referred to as "Seller") to any legal or private persons who are not considered as consumers by generally binding legal regulations (hereinafter referred to as "Buyer"), and determine, pursuant to § 1751 paragraph 1 of Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as "Civil Code"), parts of the content of contracts concluded for this purpose between the Seller and the Buyer.
- 1.2. The Buyer's terms and conditions shall not apply to contractual relations arising between the Seller and the Buyers and governed by these terms and conditions, unless the relevant written contract concluded between the Seller and the Buyer expressly provides otherwise.
- 1.3. Contracts concluded between the Seller and the Buyer may only be changed in writing, provided that any related extra costs and/or damages incurred by the Seller are settled in writing. The mutual exchange of email or other electronic messages shall not be deemed to be in writing, unless the Seller and the Buyer expressly agree otherwise in the relevant contract.

2. Confidentiality and technical documentation

- 2.1. All documents, commercial and technical information made available by the Seller to the Buyer in the relation to the contract provided by these Terms and Conditions (hereinafter referred to as the "Supplier Documents") shall remain the property of the Seller, shall constitute the Seller's trade secrets within the meaning of Section 504 of the Civil Code and shall not be copied, reproduced or in any way provided or made available to third parties in any form without the written authorization of the Seller.
- 2.2. The Buyer is obliged at any time during the contractual relationship between the Seller and the Buyer and after its extinction to return the Supplier's documents to the Seller upon request without undue delay.
- 2.3. Reverse engineering of Supplier's documents by the Buyer or a third party is not permitted and shall be considered a significant violation of the contract concluded between the Seller and the Buyer on the part of the Buyer.
- 2.4. The Seller is authorised at any time during the term of the Contract to make changes to the design and/or technical solution of the equipment or service supplied by it, while respecting or improving the specification explicitly agreed with the Buyer.



3. Offer and Purchase Order

- 3.1. All offers of the Seller are an appeal to the potential Buyer to present a proposal for the conclusion of a contract and do not constitute a legally binding proposal for a contract. The Seller reserves the right to make any changes to the proposals prior to the conclusion of the relevant contract, in particular on the basis of information provided to it by the Buyer.
- 3.2. The Buyer shall be responsible to the Seller for providing an accurate and complete specification of the equipment or service required in the scope necessary for the conclusion of the relevant contract, including the quality standards, documentation requirements and site layout required by the Buyer. After the conclusion of the Contract, any change to this specification is possible only in the form of an amendment to the concluded Contract pursuant to Article 1, paragraph 1.3 of these Terms and Conditions, at the Buyer's expense.
- 3.3. Before the conclusion of the contract (order confirmation), the Buyer is obliged to provide the Seller with samples in adequate quantities to enable the development and testing of the required equipment, including the FAT test. The quality and condition of the samples so delivered shall be identical to those intended for use in the serial production process. Any additional costs incurred by the Buyer in failing to meet this obligation shall be the responsibility of the Buyer and the Seller shall not be liable for the performance of equipment with samples different from those supplied by the Buyer.
- 3.4. Contracts between the Seller and the Buyer are concluded only in writing, either by a single contract or by confirmation of the Buyer's order.
- 3.5. The subject of the contract are only the the products and services expressly mentioned therein, and in the quality expressly agreed or otherwise specified by the Seller
- 3.6. Cancellation of a concluded contract (confirmed order) is possible only in accordance with the procedure set out in Article 1, paragraph 1.3 of these Terms and Conditions, unless otherwise provided by the contract or a mandatory provision of a generally binding regulation.

4. Prices and payments

- 4.1. Unless otherwise expressly agreed, the total prices in the Seller's offer do not include taxes, fees and duties, if applicable.
- 4.2. Unless otherwise specified in the relevant contract (order confirmation), the payment terms are:
 - 50% of the total price by advance payment within 5 days of the conclusion of the contract (delivery of the order confirmation to the Buyer);



- 40% of the total price after the FAT test has been carried out at a Seller's place specified by the Seller;
- 10% of the total price 10 days after delivery of the equipment to the Buyer.

- 4.3. Offsetting against the Seller's claims and/or deduction of the Buyer's payments for the payment of the Seller's claims under the contracts governed by these Terms and Conditions is not permitted.
- 4.4. The ownership of the equipment delivered by the Seller shall pass to the Buyer at the moment of full payment of the total price including taxes, fees and duties, if any.
- 4.5. The Buyer shall not be authorised to use the delivered equipment in any way prior to the moment of acquiring the property right to it, unless otherwise agreed in writing.
- 4.6. The risk of damage to the delivered equipment shall pass to the Buyer at the moment of delivery.

5. Test at the Seller's site – FAT

- 5.1. FAT Test means a test of the Equipment at a location determined by the Seller.
- 5.2. Unless otherwise agreed, the purpose of the FAT test is to verify that the equipment complies with the concluded contract and the basic functions of the equipment, including the performance of an operational test within a limited scope specified by the Seller.
- 5.3. A report of the FAT test will be made by the Seller.
- 5.4. If the Buyer fails to provide adequate samples to perform the FAT test, the same legal effects as a successful operational test shall apply.

6. Delivery

- 6.1. Standard delivery conditions are EXW based on Incoterms 2020
- 6.2. The delivery time specified in the Contract shall begin upon receipt of the first payment pursuant to Article 4, Paragraph 4.2 and delivery of samples pursuant to Article 3, Paragraph 3.3 of these Terms and Conditions.
- 6.3. The Seller shall be excused from the obligation to compensate for damages, including lost profits, as well as the payment of contractual penalties in the cases provided for in § 2913 paragraph 2 of the Civil Code, as well as an extraordinary, unforeseeable and insurmountable obstacle arising independently of the Seller's will at the time when the Seller was in default with the performance of the agreed obligations. Such obstacles include, but are not limited to, unexpected market fluctuations and sudden shortages of key components in the market.



6.4. If the Seller provides the transport of the equipment, the Buyer is always obliged to at least:

- 6.4.1. provide the transport and lifting equipment for removing the equipment from the transport vehicle and transporting it to the delivery and installation site;
- 6.4.2. to store the equipment in a dry and lockable area or other specific conditions specified by the Seller during the period between its delivery to the place of delivery and the start of installation;
- 6.4.3. to insure the equipment from the date of delivery to its destination against destruction or damage;
- 6.4.4. not to unpack the equipment, under penalty of loss of rights under liability for defects.

7. Installation and commissioning

7.1. The delivered equipment must be installed and put into operation only by persons authorized by the Seller.

7.2. Before the installation and commissioning begins, the Buyer is obliged to:

- 7.2.1. according to the Seller's instructions to properly and timely prepare the installation site in terms of construction, energy and hygiene and, if necessary, to ensure approval of the modifications by the relevant public authorities;
- 7.2.2. according to the Seller's instructions, to prepare media and product feeds to individual equipment in a proper and on-time manner; the specification and location of the media and product feeds will be communicated by e-mail to the Customer no later than 3 months before the date of delivery of the work.

7.3. Any extra expenses incurred during the installation of the equipment or its commissioning shall be paid by the Buyer, unless the Buyer has informed the Seller of the need to incur such extra expenses in writing prior to the conclusion of the relevant contract.

7.4. Any costs incurred during the commissioning of the equipment as a result of failure to perform a FAT test pursuant to Article 5, Paragraph 5.4 of these Terms and Conditions or failure to deliver sufficient samples pursuant to Article 3, Paragraph 3.3 of these Terms and Conditions shall be paid by the Buyer.

7.5. If the Seller's scope of supply under the relevant Contract (confirmed order) includes training of the Buyer's personnel, the Buyer is obliged to nominate to the Seller a qualified employee who



will be instructed in the operation of the equipment, unless the Seller and the Buyer agree on a higher number of such personnel.

- 7.6. Unless otherwise agreed, after installation and training of the Buyer's personnel, a SAT test is performed in order to verify that the equipment complies with the concluded contract, including the performance of an operational test in a limited scope specified by the Seller.
- 7.7. Upon completing the installation, commissioning and operator training, a handover protocol will be signed by the Seller and the Buyer. If the Buyer does not provide assistance in signing the handover protocol, the same legal effects as in the case of signing the handover protocol without exception shall occur.
- 7.8. The technical documentation is presented by the Seller to the Buyer upon signing the handover protocol. Technical documentation means the Operating Manual, drawings to the extent necessary for ordering spare parts, electrical and pneumatic diagrams and declarations of conformity
- 7.9. Documentation above the previous paragraph shall be provided by the Seller to the Buyer only if so agreed in the relevant contract.

8. Warranty

- 8.1. The Seller provides the Buyer with a warranty for the delivered equipment for a period of 12 months from commissioning, but no longer than 14 months from its delivery to the Buyers.
- 8.2. The Seller undertakes to repair or replace defective parts of the equipment at its option during the warranty period. Travel costs, including the cost of meals and accommodation for technicians, additional costs and risks associated with the transport of defective goods or components shall be paid by the Buyer, unless otherwise agreed between the Seller and the Buyer. The warranty shall not apply to consumable parts and defects caused by: improper use, manipulation by an unauthorized or unqualified person, use of spare parts not supplied or approved by the Seller, loading and/or working load in excess of the limits specified in the contract.
- 8.3. Any repairs or other interventions to the equipment during the warranty period may only be performed by the Seller's technician or a person authorized by the Seller to do so.
- 8.4. The Buyer is obliged to use the equipment in accordance with the supplied technical documentation, in particular the operating instructions. Damage caused by using the equipment in a manner other than that specified in the technical documentation is not covered by the warranty and the costs arising therefrom shall be fully charged to the Buyer.



9. Governing law and prorogation clause

9.1. To the scope not expressly stated herein, this Agreement shall be governed by the law of the Czech Republic.

9.2. The competent court for resolving disputes arising from the contract concluded between the Seller and the Buyer shall be the general court of the Seller, unless a mandatory provision of a generally binding legal regulation provides otherwise.

10. References and commercial statements

10.1. The Buyer hereby authorizes the Seller to present the Buyer as a reference customer and to disclose information concerning mutual transactions to the appropriate extent to meet the obligations arising from legal regulations and for marketing purposes of the Seller, including the presentation of the Buyer as a reference customer in procurement procedures under Act No. 134/2016 Coll., on public procurement, as amended. The Buyer is entitled to revoke this consent in writing at any time.