

## General Terms and Conditions

IN-EKO TEAM s.r.o., company with its registered seat at Trnec 1734, 666 03 Tišnov, Czech Republic.  
Company Number: 634 78 463, VAT: CZ63478463, registered in the commercial register of the Regional Court in Brno, section C, insert 20649 (pursuant to § 1751 of the Civil Code No. 89/2012 Coll.)

### Article. 1. Introduction

1.1. These General Terms and Conditions (hereinafter referred to as "GTC") govern mutual rights and duties of the contracting parties in connection with or based on contracts for work, purchase contracts, service contracts and other similar contractual types between IN-EKO TEAM s.r.o., with its registered office in Trnec 1734, 666 03 Tišnov, Company No.: 634 78 463, VAT: CZ63478463, registered in the Commercial Register maintained by the Regional Court in Brno, Section C, Insert 20649, which acts as a seller, Supplier or entity in a similar position (hereinafter referred to as "Supplier") and, on the other hand, the buyer, the Customer or an entity in a similar position (hereinafter referred to as the "Customer"). The Supplier and the Customer are referred to together also as "Contracting Parties" or individually as "Contracting Party". Their mutual obligations will be governed by the provisions on property rights and obligations under Act. No. 89/2012 Coll., the Civil Code.

1.2. GTC are published on the website of the Supplier IN-EKO TEAM s.r.o. in the section About us accessible on address: <https://www.in-eko.com/about-us/#GTC>. The Supplier has the right to amend or cancel these GTC at any time. He is obliged to inform about this fact immediately on his website. Contracts, the content of which is made up based on GTC, shall continue to be governed by the wording of the GTC valid and effective at the time of entering into the Contract, unless the Customer and the Supplier agree otherwise.

1.3. In accordance with § 1751 of Act No. 89/2012 Coll., Civil Code, these GTC are part of contracts only if they become annex to a contract or an offer, or were known to the parties.

1.4. Different agreements in individual contracts concluded between the Customer and the Supplier shall take precedence over the wording of these GTC and the wording of the offer or another annex, which is an integral part of contracts.

1.5. These GTC are the exclusive terms and conditions valid between the Customer and the Supplier and exclude the application of any sales conditions of the Customer, unless the Supplier has given prior written consent to the Customer's conditions.

### Art. 2. Entering into the contract

2.1. The contract between the parties is concluded by (i) signing the contract by both parties or (ii) confirming the Customer's order by the Supplier.

2.2. The Customer orders partial deliveries through orders sent by post or e-mail (hereinafter referred to as the "Order") containing the following particulars: (i) specification of the product or work, (ii) number of pieces, (iii) the date by which they are to be executed, (iv) price, (v) the order number and date and any other specific requirements for the order. Confirmation of the order by the Supplier means entering into a partial contract. The order confirmation by the Supplier may include a brief summary of the contractual terms and conditions.

2.3. Pursuant to Article 2.1. after entering into the contract, the Customer shall discuss any changes or cancellation of the order with the relevant sales representative. If the order is changed or cancelled before the commencement of production of the agreed delivery, the Supplier has the right to charge the Customer up to 50% of the reasonably incurred costs in connection with the change or cancellation of the order. If the order is changed or cancelled after the commencement of production of the agreed delivery, the Supplier is entitled to charge the Customer a fee up to the amount of the total purposefully spent costs incurred in connection with the change or cancellation of the order.

### **Art. 3. Subject of performance**

3.1. The subject of performance is the delivery of the product or the execution of work (hereinafter referred to as "products"), as agreed in the contract, specified in the order confirmed by the Supplier or the Supplier's offer accepted by the Customer under the conditions stated in these GTC.

3.2. The Customer undertakes to provide the Supplier with all necessary cooperation without undue delay to enable the Supplier a proper fulfilment of his duties.

3.3. Unless the quality, properties or execution of the unit or work is expressly agreed, the products are suitable for the purpose expressly stated in the contract, order or offer, otherwise for the usual purpose according to the knowledge of the Supplier.

3.4. In case of supply of device of AISI316L material, the frame and main construction parts are of AISI316L. The fastening components and small parts can be of AISI316.

### **Art. 4. Price and payment terms**

4.1. The price of the products is a fixed price and does not include value added tax, which will be added to the price in the amount stipulated by the relevant legal regulations.

4.2. Unless otherwise agreed in writing, the price includes the cost of production, completion and execution of the order. It does not include packaging, transportation and insurance to the place of performance, including loading, unloading and costs associated with arranging all agreed tests and documents. The price also does not include costs related to occupational safety, commissioning the product, documents translated into a foreign language, handling the product to be unloaded at the site and mounted in. All these costs shall be borne by the Customer.

- 4.3. The Customer is obliged to pay the Supplier the agreed price of products, including any costs for packaging, transport, insurance and assembly, unless it is expressly agreed that they are part of the price, based on an invoice that will meet the requirements of the tax document under Act No. 235/2004 Coll., on value added tax, as amended.
- 4.4. The Supplier is entitled to demand from the Customer an advance payment for the price of products or work before the start of production. In the event of the Customer's failure to pay the advance payment as due, the Supplier's performance period shall be extended by the Customer's delay. The Supplier also has the right to withdraw from the contract for the supply of products or work for which no advance payment was made.
- 4.5. The Supplier has the right to shorten the due date of issued invoices to 14 days if the Customer fails to continuously pay the invoices as due or if the Customer's property situation deteriorates significantly. In such cases, the Supplier may suspend deliveries of the sales contracts, deliveries of spare parts which shall not be considered breach of the contract or violation of the right of withdrawal.
- 4.6. Unless agreed otherwise, the due date of the Supplier's invoice is 30 days from the date of the taxable performance. In the case of partial deliveries, the Supplier has the right to issue an invoice for payment of individual partial deliveries.
- 4.7. The price will be paid by wireless bank transfer to the Supplier's account stated in the invoice. The obligation to pay shall be deemed to have been fulfilled on the day the amount is credited to the Supplier's bank account.
- 4.8. If the Customer is in default of any invoiced amount, the Supplier has the right to demand from the Customer an interest of 0.1% for late payment per day on the amount due for each commenced day of delay until the full amount is paid. The Customer shall pay the Supplier a fee of CZK 200,- for each late payment notice sent by the Supplier. In addition, the Customer shall also reimburse the Supplier for any other costs incurred in connection with the recovery of outstanding amounts, in particular the costs of legal representation.
- 4.9. In the event of the Customer's default in payment of any invoiced amount, the Supplier shall have the right to suspend the fulfilment of any further order of the Customer until all of the Customer's debts to the Supplier have been paid for. In this case, the Supplier is not in default with performance.
- 4.10. If the price of materials necessary for the production of products is increased after confirmation of the order, the Supplier is entitled to increase the price of products by an amount corresponding to the increase in the price of the materials concerned. The Supplier shall notify the Customer of such a price increase and, together with the notification, shall send the Customer documents justifying the increase in the price of the

products due to the change in the prices of materials. Changes in the price of products will be effective from the moment of delivery of the notice to the Customer.

## Art. 5. Delivery of products or works

5.1. The Supplier shall deliver the products to the Customer within the agreed delivery time. With respect to adherence to delivery terms and deadlines, the decisive date is the moment of order delivery to the Customer or the first forwarder. If the Contractor finds out that the agreed deadlines cannot be met, the Contractor is obliged to inform the Customer immediately in writing or by telephone, stating the reason and duration of the expected delay.

5.2. The Supplier is not bound by the agreed delivery time and the agreed price. The delivery time is then extended by the delay time in the following cases:

5.2.1. If the Customer does not return the contract signed by the Supplier within 7 calendar days after delivery of the contract for signature.

5.2.2. In the case of failure to pay the advance payment invoice or invoice for partial performance as due.

5.2.3. In the event that the Customer is in delay with the provision of the agreed site preparation and cooperation without the fault of the Supplier. The performance time shall be extended by the period of delay in providing site preparation and cooperation, or he (the Customer) shall not provide sufficient information necessary for the performance of the contract.

5.2.4. In the event that obstacles arise that the Supplier cannot overcome despite every effort, regardless of whether these are obstacles on the part of the Supplier, the Customer or another Supplier. Examples include epidemics, mobilization, war, unrests, operational accidents, strikes, administration inactivity, natural disasters.

5.3. Unless agreed otherwise in the contract, the place of performance is the Supplier's premises in accordance with FCA INCOTERMS 2010. If the Customer requests to have the subject of performance delivered to another site, the Supplier has the right to hand over the subject of performance to the first forwarder. The costs associated with delivery to another place of performance shall be borne by the Customer.

5.4. If the Customer fails to take over the subject of performance for reasons on his side, the Customer shall bear the costs associated with repeated delivery in full.

5.5. If the Customer fails to accept the subject of performance for reasons not caused by any fault on the

part of the Supplier, the Supplier has the right to issue an invoice for the undelivered subject of performance. In such a case, the Supplier has the right to demand that the Customer pay a storage fee in the amount:

5.5.1. small device – disposable sum of 200 EUR + 1% of the total contract price for each month of storage started

5.5.2. bigger device – disposable sum of 400 EUR + 1% of the total contract price for each month of storage started

5.6. The Customer's request for extension of the delivery time is possible after agreement of the contracting parties and under the condition that the service contract is signed.

## **Art. 6. Transfer of risk of damage to goods and property rights**

6.1. The risk of damage to the products shall pass to the Customer at the moment of their delivery by the Supplier to the forwarder or another person designated by the Customer. If the delivery to the forwarder is postponed upon the Customer's request, or for other reasons without the fault of the Supplier, the risk of damage to the products passes to the Customer at the moment the products are dispatched. The risk of loss, damage or destruction is transferred to the Customer and the products are stored at the Customer's expense and risk, unless otherwise stated in the contract.

6.2. The Customer acquires title to the goods as soon as the delivered goods are handed over to him provided, he paid the agreed price in advance. In other cases, the Customer acquires title to the goods only after the full payment of the purchase price.

6.3. The Supplier has no right to transfer any right or obligation or the Contract as a whole to any third party without the Customer's express written consent.

## **Art. 7. Quality guarantee, product defects and complaints**

7.1. The Supplier's liability for defects and claims of the Customer for defects in the performance provided by the Supplier shall be governed by the relevant provisions of the Civil Code No. 89/2012 Coll., unless stipulated otherwise below. Upon the delivery of the products, the Customer is obliged to immediately perform a visual inspection of the products. The Customer is obliged to report any defects found at the time of products acceptance and to record them in the delivery note of the forwarder. If the Customer does not claim any defects when accepting the products in the delivery note, it is assumed that the products or work have no apparent defects and the Customer shall not have the right to claim the apparent defects of the products later. Not claiming any defects shall be deemed to mean that the products delivered were without defects.

7.2. The Supplier shall provide the Customer with a quality guarantee for products other than obvious defects for a period agreed in the Contract, which shall start from the date of delivery of the Product by the Supplier or from the date agreed in the Contract as the takeover date.

7.3. The warranty covers defects and does not cover the service life or common wear and tear caused by use. The warranty does not apply to defects caused by improper operation or unprofessional installation and handling or bad operation by the Customer, service personnel or third party in contradiction with the instructions, also failure to observe technical and operating conditions during operation of the product, operating the product on electrical network which does not comply with the valid standards, or force majeure and neglect of necessary and regular maintenance and using the product contrary to the instructions in the operating instructions or operating instructions. The warranty does not apply to defects caused by repairs or unauthorized interventions by the Customer or third parties, or malfunctions of the product caused by the Customer or any third party by integrating or connecting the product with a different component, material or product of the Customer or third party, or the Customer's attempt or any third party attempts to repair the product. The warranty does not apply to wearable components and consumables specified in the manual, in particular, brushes of screens, lamellas, solenoid valves, filter mesh and mechanical pump seals.

The Supplier, its affiliates and its executives, directors, employees and agents shall not be liable for any indirect or consequential damages, in particular loss of profit, loss of functionality, outage, loss of good reputation, operation interruption, delay in performance or missed opportunity. This does not apply in the case of damage to the personality rights of an individual.

7.4. The Customer is obligated to ensure that the commissioning of the equipment is carried out under the supervision of the Supplier or its authorized representative. In the event that the equipment is commissioned without the participation of the Supplier or its authorized representative, the Supplier shall not be liable for any defects or damage that may arise as a result of improper commissioning. Any service work or repairs related to such defects will not be covered under the warranty, and the costs of remedying them shall be borne by the Customer.

7.5. The Supplier shall not be liable for defects and functionality of the products or damage resulting from the use of materials and materials supplied by the Customer. In the case of products manufactured by the Supplier based on documentation or materials supplied by the Customer, the Supplier is not obliged to check the accuracy, suitability and completeness of the documentation or materials supplied by the Customer and assumes no responsibility for such documentation (or using such materials), use of such products.

7.6. Unless otherwise agreed in the contract, the period for claiming defects with the Supplier (hereinafter referred to as the "claim period") is maintained, provided the Customer within this period filed a claim in writing with the Supplier by letter to the correspondence address of the Supplier or email to [help@in-eko.cz](mailto:help@in-eko.cz)



upon discovering such a defect. The claim must include the exact specification of the faulty product (including identification data), quantity, detected defects, date, method of defect detection and its manifestations. If the Customer fails to report the defect duly and on time, the rights to claim defects on the Supplier shall be lost.

7.7. The Customer has the right to free removal of defects within the complaint period if the complaint is recognized by the Supplier as justified. In such a case, the Supplier and the Customer agree on how to remove the defects. If the defect can be removed by repairing an individual component, the Customer will send it to the Supplier's premises for repair, and the parties agree on the costs. If the defect cannot be removed by repairing an individual component at the Supplier's premises, it shall be performed by the Supplier at the place of performance. If it is not possible to remedy the defects by repair, the Supplier shall remove the defects by replacing the defective product with a flawless product or its part if the replacement is proportionate to the nature of the defect.

7.8. In the case of foreign deliveries (outside the territory of the Czech and Slovak Republics), the Customer is obliged to make a proper photo documentation of the defect and to provide relevant and convincing evidence of a possible cause of its occurrence in order to determine whether the complaint is justified or unjustified. In the event of unauthorized application of defects subject to warranty, the Customer shall bear the stated costs. For foreign deliveries, the warranty covers only defective parts. The Customer shall replace them at its own expense.

7.9. In the event of an unjustified complaint, the Supplier shall remove the defect at the Customer's expense. An unjustified complaint arises if the claimed defect is not recognized by the Supplier, or if the defect is not covered by the warranty under the contract or if it is a defect for which the Supplier is not liable. In such a case, the Supplier shall have the right to claim with the Customer the reimbursement of the costs incurred in connection with such an unjustified complaint.

7.10. In the event that a dispute arises between the parties as to whether a product defect is covered by the Supplier's warranty or liability, the Parties shall appoint a certified expert or other generally recognized expert in the field to assess the defect and determine whether the defect is the Supplier's responsibility or not. The costs associated with the expert opinion shall be borne by the Contracting Party whose opinion on the defects according to the expert opinion did not succeed.

7.11. The complaint period may be extended by agreement of the contracting parties provided the service contract with the Supplier has been previously concluded.

## **Art. 8. Confidential information**

8.1. All data and information communicated by the parties when concluding or in connection with this contract shall be treated as confidential within the meaning of Section 1730 of the new commercial code,

needs. The party that has unlawfully used the confidential data in violation of this provision or legislation shall be liable for the damage resulting therefrom and is obliged to give back what they have enriched themselves with.

8.2. Information may only be used for the purpose for which it is intended, will be treated as confidential and will be protected in this way, and will not be disclosed to third parties without the Supplier's commission or authorization.

8.3. The obligation to protect the information applies to both Supplier and Customer without a time limit or until such time as the information becomes generally known but not by Customer's doing.

8.4. The Customer acknowledges that within the business relationship his personal data or those of individuals acting on his behalf are processed.

#### **Art. 9. Intellectual property rights**

9.1. If the products or parts thereof are manufactured on the basis of documents supplied by the Customer, the Customer undertakes to ensure the respective rights to use such documents to the extent necessary and is liable for all damage (including loss of profits, reimbursement of court fees, fees for legal representation and other costs), which would arise in connection with the use of such documents by the Supplier and undertakes to pay them in full to the Supplier. The Supplier shall not be liable for any breach of the rights of another person from industrial or other intellectual property as a result of the production and / or use of the products according to the documents supplied by the Customer under any law where the breach could occur.

9.2. The drawing documentation, technical documentation and all other technical information and documents submitted by the Supplier and the Customer for the purposes of production and delivery of products may not be used for any other purpose without the prior explicit consent of the party that provided these documents to the other party. In particular, such documents may not be copied, reproduced and may not be disclosed to any third parties without the prior written consent of the Party providing the documents.

9.3. Unless expressly agreed otherwise by the contracting parties, the technological procedures, documents and technical information relating to the manufacture of the products, with the exception of materials supplied by the Customer, are the intellectual property of the Supplier.

#### **Art. 10. Use of trade names and trademarks**

10.1. The resale of products bearing the Supplier's and manufacturer's trade names and the Supplier's and manufacturer's trademarks on the products supplied by the Supplier is possible provided that the designations have not been altered or modified. The Customer may add its own designation to the



aforementioned trade names and trademarks, but so as not to damage, devalue or cause any other damage to the aforementioned trade names or trademarks. The Customer undertakes not to use any sign, symbol, abbreviation, or imitation of the trade name or trademark mentioned above, in advertising, marketing or anywhere else.

10.2. The use of trade names of the Supplier and the manufacturer of the products and the use of trademarks of the Supplier and the manufacturer of the products by the Customer in contradiction to this Agreement or for other purposes than is expressly permitted in this Agreement is not allowed without the Supplier's written consent. Similarly, the Customer will not use the imitations of the trade names and trademarks listed here. The breach constitutes the right of the Supplier to claim a contractual penalty of CZK 200.000,- for each individual case of such unauthorized use. In the event that the breach of this provision concerns the Supplier's trade name or trademark, payment of the contractual penalty shall not affect the right to compensation.

### **Art. 11. Force majeure**

11.1. The Supplier and the Customer are not liable for damage and failure to comply with their obligations, unless otherwise stated herein, due to circumstances beyond control, i.e. circumstances of force majeure (wars, revolutions, fires, floods, other natural disasters, epidemics, strikes, closures) and which were not caused due to the negligence or intent of the Contracting Party.

11.2. The circumstance of force majeure does not release the Customer from his obligation to pay the agreed purchase price to the Supplier.

11.3. If a force majeure situation arises, a Party, wishing to claim force majeure as an excuse for any failure to fulfil its obligations, shall promptly notify the other Party in writing of the occurrence of such events.

11.4. If the duration of force majeure exceeds 2 months, the parties have the right to withdraw from the contract or agree to terminate and settle their mutual rights and obligations.

### **Art.12. Contract termination**

12.1. The contract may be terminated by:

12.1.1. written agreement of the contracting parties,

12.1.2. written notice for reasons stated in the contract or in the GTC,

12.1.3. withdrawal from the contract for reasons specified in the contract or the GTC. If either Contracting Party has reason to withdraw, it shall first notify the other Contracting Party with a written notice for remedy of the situation within a reasonable additional period of no less than

ten (10) working days. If this period expires without any remedy, the party concerned may withdraw from the contract in writing.

12.2. The reason for withdrawal from the Contract by the Supplier is (i) the Customer's delay in providing the necessary assistance to the Supplier to be able to duly perform under the Contract; (ii) violation of the Customer's duties to provide necessary rights to enable the use of underlying documents supplied by the Customer under Art. 3.2., or (iii) the Customer's delay in paying any amount due to the Supplier.

### Art. 13. Final provisions

13.1. The Supplier has the right to withdraw from the Contract by a written notice sent to the Customer in the event of a material breach of the obligation, which means, in particular, failure to pay the agreed price of the subject of performance.

13.2. The disputes of the parties arising from the contracts governed by these GTC shall always be tried to be first resolved by mutual negotiation. Those which cannot be resolved by negotiation between the parties, shall be decided according to the Czech laws by the Arbitration Court of the Economic Chamber of the Czech Republic and the Agrarian Chamber of the Czech Republic according to its rules by one or more arbitrators.

13.3. Relationships arising from the contracts to which these GTC apply are governed by the substantive and procedural law of the Czech Republic, in particular by the Civil Code No. 89/2012 Coll. excluding conflict of laws of private international law and provisions of the UN Convention on Contracts for the International Sale of Goods.

13.4. Any other terms and conditions will not apply unless agreed in writing between the Customer and the Supplier. In case of doubts and disputes about the content of the contract during the performance of the subject of the contract, the following documents and materials will be used, ranked in descending order of importance:

- Wording of the basic contract
- General Terms and Conditions (Conditions)
- Supplier's quote
- Note of handover and takeover of the work

13.5. If individual provisions of the GTC are fully or partially invalid, ineffective or unenforceable, this shall not affect the validity, effectiveness and enforceability of the other provisions.

13.6. These GTC come into effect on the 7<sup>th</sup> November 2024.

For more information, please contact us via contacts found on the company's website

<https://www.in-eko.com/>