

**I. Introductory provisions**

1. The company ISOTRA Inc. for the purposes of these General Business Terms and Conditions (hereinafter "GTC") is referred to as "Seller", and a contract partner for the purposes hereof referred to as "Buyer" or "Purchaser". For the purposes of these GTC and the related agreements, the designation "Seller" and "Buyer", "Purchase Agreement" or "Contract" is also used in the case when eg. Contract for Work or another similar concluded contract in which the company ISOTRA acts as a Seller, contractor or otherwise indicated status of entity providing any material or characteristic performance, where the provisions of these GTC to such a relationship shall apply *mutatis mutandis*.
2. The supply of goods, services (hereinafter also only "goods"), offers and other legal and business meetings will take place exclusively on the basis of these GTC, unless explicitly agreed otherwise in writing, which means that these GTC also apply to all future business relations, and even in the case they are not expressly agreed again. In the event that the contract is not concluded in writing, these GTC also apply to parts of any purchase contract concluded in an oral way.
3. These GTC apply to all business papers of the seller, ie. also to his offers, the acceptance of the offers etc.
4. At the latest, the following GTC are considered accepted at order confirmation by the seller (commencement of agreement) or at delivery performance (goods or services).
5. Deviations from the GTC are only valid if they are confirmed in writing by the seller. Terms and conditions of the purchaser shall not apply to contractual relationships governed by these GTC, unless the relevant contract explicitly agreed otherwise.
6. Any oral or written representations, warranties, negotiations, business competitions, notifications of intention and business practices other than those expressly or by express reference included in the contract or in these GTC will not be binding for any Contracting Party. The Parties hereby declare that in their legal transactions they do not take into account general commercial customs maintained by a commercial usage in general or in the industry, and they do not prefer business and legal practices to the provisions of the Civil Code, having no coercive effect, but apply only in the event that Civil Code does not address the situation.
7. The Buyer acknowledges that these GTC are applied in a wide variety of business relationships of the Seller, from the sales contracts, contracts for work, to innominate contracts and others. With this in mind, they contain individual articles which will not influence specific particular business relationship. However, this fact does not indicate in any way obscurity or uncertainty or for any other reason nullity of these GTC, or their individual articles.
8. These GTC also apply to the delivery performance of the retail method - natural persons - private individual entities, where these GTC apply *mutatis mutandis*.

**II. Offers, orders, contracts**

1. Offers of the seller, including data on dimensions, drawings, images, descriptions and other performance parameters are not binding unless expressly agreed otherwise in writing.
2. The Seller is entitled to consider any demonstrated will of the purchaser as an order, namely in writing, by e-mail or fax, but also orally.
3. The Seller prefers sending orders to the Seller on the order forms via Seller's e-shop. In orders there must be clear

definition of the type of performance required, the amount and date of its delivery.

4. If the purchaser fails to complete their registration number to the value added tax, the goods will be delivered with an invoice and the invoice amount will include the value added tax.
5. A contract is concluded at the moment when there is an agreement between the draft contract (purchase order or possibly demand) and its acceptance. Parties, for the avoidance of any doubt, state that the acceptance must be unconditional, ie. if the acceptance indicates any changes towards the draft contract (even if it is a minor change), then it is a new draft contract that must be accepted before a new contract is concluded. In the event that the acceptance does not occur, but there is a performance under the previous (initial) draft contract, then the contract is considered concluded as if acceptance of the proposal should not differ from the draft contract.

**III. Prices**

1. Prices of goods and services correspond to the current price list of the seller, unless expressly agreed otherwise. Buyer himself in accordance with § 1765, Art. 2 and § 2620, Art. 2 of the Civil Code takes the risk of changing circumstances.
2. The prices include no installation, no value added tax (VAT), which is calculated at the rate of VAT applicable on the day of delivery, unless otherwise stated. Transport via vehicles of the seller and transport services (DPD, etc.) is not included in the price list.
3. The decisive day for validity of the current list price is the day of the order confirmation.

**IV. Payment Terms**

1. The Seller is entitled to receive payment at the time of delivery to the purchaser or at the time of handing over the goods to the buyer if the obligation of the seller to perform installation is included in the contract.
2. If the contract is concluded with the new buyer, then the seller is entitled to demand advance payment for a negotiated price of up to 100% and the buyer is obliged to pay. Within the period of buyer's delay in payment of advances seller is not in default in meeting his obligations, and within this time also the deadline for delivery of the goods is prolonged. In the event of Buyer's delay in paying the deposit for a period longer than 30 days, the Seller is entitled to invalidate the contract.
3. In justified cases the seller is entitled to require securing its claims towards the purchaser in the form of ordinary commercial transactions, especially bank guarantee or a payment by letter of credit, where such a request will always be stated in a written agreement or order confirmation. If this request is not accepted by the buyer the purchase contract will not be concluded.
4. Invoices are due, unless otherwise agreed, 7 days from the date of issue.
5. Invoices shall comply with the requirements of tax documents. Only in the event that the invoice does not contain the elements specified in the legislation, the purchaser is entitled to return the invoice to the seller, within 3 working days of its delivery to the buyer. In this case the due date runs from the date of receipt of the new corrected invoice. If the return of the invoice happens after the above mentioned deadline, so there is no change of the original due date of the invoice.

6. Payment is considered made by crediting the appropriate amount to the seller's account or by payment in cash. The Buyer bears all the costs of the payment, and is obliged to make a payment within such a timeframe as to comply with the due date of the invoice.
7. In the case of buyer's delay in paying any of the payable parts of the price or any of his financial obligation:
  - (i) the seller will be entitled to require the buyer and the buyer will be obliged to pay contractual interest on arrears amounting to 0.1% of the outstanding amount for each day of delay; and
  - (ii) the seller will be entitled to suspend the contract until respective outstanding payments paid, in which case the buyer will be obliged to compensate the seller for all damages, costs and expenses incurred to the seller; Seller will be entitled to suspend all his performances within all mutual commercial relations with the buyer, and
  - (iii) provided the buyer fails to pay the contractual price or any part thereof within 30 calendar days after the due date, the seller will be entitled to rescind the contract. In this case the buyer is obliged to reimburse the seller for all damages, costs and expenses incurred to the seller.
8. The buyer is obliged without undue delay, within 3 days after receipt of the goods or services to carry out their inspection, the latest chance the buyer may claim obvious defects of the product or service. If buyer does not complain about obvious defects immediately after passing inspection within the deadline stated in the preceding sentence, the right of the claimed defect in violation of this provision of the GTC expires.
9. If the transport of goods thwarted by the buyer or by the carrier, so automatically there is a change to the delivery parity EXW residence of the seller INCOTERMS 2010, and the buyer is obliged to pay the seller the vain transport costs and other damages incurred to the seller. Goods are also considered delivered when the buyer fails to accept the delivery or thwarts its delivery.

#### VI. Arrangements with the use of INCOTERMS 2010

#### V. Terms of delivery, packaging, transfer of risk

1. Deliveries in the Czech Republic, unless otherwise agreed, are carried out by seller's vehicles in compliance with their plans and routes or by public transportation service (DPD, etc.), if necessary.
2. In the case of transport of goods provided by the seller the invoice serves as a delivery note, unless issued separately. The buyer is obliged to confirm taking delivery on the invoice or delivery papers, otherwise the seller is not obliged to hand over the goods to the buyer, and transport is considered to be thwarted due to the buyer.
3. In the case of using a public transport service, the delivery is met by handing over the goods to the carrier.
4. Delivery deadlines if delivery carried out by the seller's vehicle within so-called delivery plan, are determined by delivery plan of the seller. Tolerance +/- 7 days applies to delivery terms, unless another tolerance is agreed. Delivery date is always determined by the seller, ie. the buyer is obliged to accept the performance before the agreed date of delivery.
5. In the case of goods delivery by seller's vehicles the seller bears the risk of sending goods. In other cases, the buyer bears the risk. On account of maintaining the rights of the buyer, it is necessary to record in writing all the obvious defects and damages incurred during transportation on the delivery notes or bills of lading and hidden damages report to the seller in writing no later than the deadline for claiming defective goods.
6. If the buyer requires delivery of goods beyond regular delivery schedules of the seller, the seller charges the buyer for the freight according to the current freight pricelist.
7. The method of packaging corresponds to the nature of the goods and distance to the place of delivery. The standard packing materials are PVC foil, bag, corrugated cardboard. Seller reserves the right to change the method of packaging. The buyer is obliged to subsequently dispose of packaging in accordance with the law, the purchaser will be regarded as the originator. In the case that the package will be explicitly marked as returnable to seller, the buyer is obliged to return the packaging to the Seller within 10 days after receipt of goods, otherwise obliged to pay for this package to seller.
1. If the goods are delivered using delivery clause FCA company ISOTRA Inc. INCOTERMS 2010, and during unloading of the vehicle or after unloading the vehicle there are detected defects occurred during the transport of goods (especially packaging-related damages, packaging defects caused as a result of improper handling of the delivered goods during transport, defects arising as a result of damage to the vehicle, defects related to leaking water on transported goods etc.), these defects can be claimed only to the carrier in accordance with their transport terms. The seller is not accountable for damages incurred at transport of the goods, because he is not in the position of the carrier.
2. If defects are detected upon acceptance of the goods and the goods are delivered to the delivery clause DAP loading platform of buyer INCOTERMS 2010, the seller, being in the position of the carrier, is responsible for these defects to the buyer. The buyer sends a copy of the complaint to the seller within 2 days from the moment the defect was detected, or should have been detected.
3. Goods are delivered:
  - a. Using the delivery clause DAP loading platform of buyer INCOTERMS 2010 and arranging for transportation of the supplied goods by public carrier or freight forwarder contracted by the seller.
  - b. Using the delivery clause DAP loading platform of buyer INCOTERMS 2010 using seller's own means of transport in accordance with haulage schedules of the seller.
  - c. Using delivery clause FCA ISOTRA, Inc. Incoterms 2010, while the buyer is obliged in compliance with the provision B / 7 of "Structures of delivery terms INCOTERMS 2010" to notify the seller of the exact time of transport arrival, means of transport, carriers and driver of the vehicle. The buyer is obliged to ensure proper completion of transport documents, particularly the CMR consignment note. The buyer is obliged to provide and send the company ISOTRA document from which it is clear that delivered goods have actually been transported to another EU Member State or outside the EU. Failing to meet this obligation results in the obligation of the buyer to reimburse subsequently declared or imposed value added tax to the company ISOTRA.
4. Place of performance, place of transition of the costs and risks at delivery of the goods are transferred on the place specified for a particular delivery clause of INCOTERMS 2010. Claims of risks - the loss of or damage to goods during their transport is governed by A / 5 - B / 5 "Structures of delivery terms INCOTERMS 2010".

**VII. Not taking over the goods**

1. In the event that the buyer does not accept or does not take supply at the agreed deadline, is obliged to pay a penalty of 0.2% per day from the price of not accepted goods, even for each day of delay the buyer, without questioning the other claims of the seller (eg. damage reimbursement etc.).
2. If the Buyer delays taking the goods longer than 10 days, the seller is entitled to rescind the contract, and the backing out of the contract will not affect in any way the seller's rights following from this breach up to the date of backing out incurred (eg. contractual penalty).
3. In the event that the buyer does not accept the goods, or does not take them, then this does not in any way prejudice the right of the seller to be paid the contracted price because the seller has fulfilled his obligations following from the contract (the goods have been delivered).

**VIII. Installation**

1. In the event that the contract includes installation of the goods or their parts, this article of GTC will apply to this contract.
2. The buyer is obliged to provide a place where the assembly will be carried out (hereinafter the "site"). Installation sites will be at the handover to the seller free of rights and obligations of third parties and qualified to carry out the work - the assembly of goods.
3. In the event of unauthorized interference with the site or preventing seller from performing installations of the goods from third parties or the buyer the period of performance is adequately extended and the seller is entitled to be reimbursed for all the damages caused by these manners.
4. The buyer is obliged to ensure that all the unauthorized persons, especially children, do not have access into the installation site, and in the case of a breach of this obligation, the buyer bears the responsibility for damage to the health of these people, for damage to his property, property of the seller and third parties.
5. Electrical energy, water, sewerage and other utilized media expenses are covered by the buyer.
6. The buyer is obliged, if requested, to provide the seller with the necessary information, or hand over the documents necessary for proper and complete installation performance and ensure synergy of all the works at installation performance.
7. In the event that the buyer's instructions to perform installation or things taken from the buyer to perform installation are inappropriate, the seller is entitled to suspend the assembly work, and after informing the buyer about the inappropriateness of his instructions or things taken to the assembly, proceeds either in accordance with the instructions of the buyer, where the following procedure is conditioned by confirmation of the instructions of the buyer, where the buyer is informed about potential consequences, or the seller is authorized to proceed using different suitable process or use other useful things for the realization of the requested installation.
8. The buyer is not authorized to use the work or part of the work without prior agreement with the seller. Agreement for use of the works that are not handed over must be in writing and signed by persons authorized to sign this contract and its amendments. If the buyer uses or allows a third person to use the goods without being handed over properly, it is understood that the work has been duly completed and handed over by the seller.
9. In the case of installation of goods, the seller is entitled to be paid the price after handing over the goods to the buyer

after installation. The buyer is not entitled to deny taking the goods after installation is completed, even if they show minor defects and backlogs, which in themselves do not prevent use of goods after installation. Arrangements for the supply of goods and their receipt referred to in other parts of the GTC is to be applied mutatis mutandis.

**IX. Defects and quality warranty**

1. Goods are supplied in standard quality unless the parties agreed otherwise.
2. Solution of defects and warranty for quality are in compliance with general provisions of the Civil Code. If there is a defect of goods or services supplied by the seller, the buyer is entitled to claim the defect with the seller.
3. The seller is responsible for defects of the goods or service at the time of receipt by the buyer, as well as is responsible for the defects that occur after taking within the warranty period. The warranty does not cover damage caused by mishandling, eventually where the goods were used contrary to the instruction manual (available on [www.isotra.cz](http://www.isotra.cz)) or damaged by the buyer or third parties.
4. In the shop customary and technically unavoidable deviations concerning color, weight, finish or design can not be complained.
5. Obvious defects and defects detectable during the inspection of goods or services, the buyer is obliged to claim immediately upon receipt and inspection of goods upon receipt, otherwise the right of the buyer for defects expires. In the case of taking the goods from the carrier defects must be recorded on the delivery note and confirmed by the carrier, otherwise the right of the buyer to claim defects expires. Hidden defects must be claimed immediately after their detection, but not later than 7 days after the detection. If the above deadline comes to an end, the liability of the seller for defects expires. Defects must be reclaimed by the buyer in writing, and the claim must contain a description of the defect, how the defect manifests itself, explicitly specifying orders or deliveries, within which the goods is claimed, and the relevant facts. At the time of dispatch of the written complaint the buyer is entitled to be provided free remedy. When the omission of any data requested is found out the period for settling the claim is extended until the missing information is completed.
6. Unless the seller expressly provided in writing extended warranty, the warranty period is 24 months.
7. Warranty period starts from the delivery of goods or services to the buyer (ie. the contractor, not the end customer).
8. In the case of legitimate complaints, the seller removes defects so that goods will be repaired or replaced it, at his own expense. In the case that the goods are in a different place than they were delivered, then in the case of a justified claim, the buyer bears the additional costs related to transportation to the new place where the goods are located. If the removal of the defect is not possible, or the seller declares that he can not remove the defect, then the buyer is entitled to a reasonable discount from the price of the goods.
9. Buyer's claims beyond the above, in particular claims for damages including lost profits or other property damages of the buyer, are excluded.
10. If not otherwise agreed, the deadline for settling a claim is 30 days. The deadline for settling a claim may be extended by the seller in justified cases.
11. If the buyer is in arrears with payment, the seller is not obliged to initiate the complaints procedure and the period for settlement of the complaint begins to run only from the

date of payment of the price for the whole delivery. The Contracting Parties specifically agree that the buyer is not entitled to withhold any payment of any part of the price of goods due to defects or other claims alleged by the buyer towards the seller.

12. The seller reserves the right to review the defect on site, in the event that he is not allowed to do such an assessment, the seller is entitled to reject the claim.
13. If the claim is settled through the replacement of defective goods for perfect ones, no new warranty period for the new goods is running. If the claim is settled by exchanging goods for perfect ones, the time that elapses between the claim and the moment when the buyer is obliged to take the goods is not included in the warranty period. If this complaint is settled by repair of the goods or services, the time that elapses between the claim application and the moment the buyer is obliged to accept the corrected performance.
14. If the claim is settled by exchanging defective goods for perfect, the buyer must return defective goods to the seller to assess the legitimacy of the claim, namely within 1 week. Otherwise, the buyer will be invoiced for the goods.
15. The seller is entitled to request a description of the claimed defects in the form of expert opinion prepared by a court expert or an expert company or supply a sample of the defective goods. If the complaint is accepted, the seller covers the expert fees to the buyer.
16. In the case of finding defects, the buyer is obliged to pay the purchase price. Any claims of defects will be addressed later.
17. Details regarding complaint proceeding are stipulated in the "Claim Rules" of the seller, which is published on the website of the seller ([www.isotra.cz](http://www.isotra.cz)) or can be obtained in writing on basis of a written request sent to the Purchaser for the claim proceedings. The Contracting Parties unequivocally agreed that if these GTC are to be applied for the contract, then their stipulations take precedence over the Claim Rules.

#### X. Other Provisions

1. The Purchaser is not entitled to use the payment of the price of the delivery to clear any receivable without the prior written consent of the Seller.
2. Proprietary right to the goods delivered to the Purchaser is transferred to the Purchaser upon full payment of the contracted price. The Parties acknowledge that such reservation of rights shall have effect only between them. If the Seller will request that this reservation should have ergo omnes effects, then the Purchaser is obliged to provide all necessary cooperation. Similarly, the Purchaser is obliged to proceed in the case that the products, for which the Purchaser is not yet the owner, will be located in a country, where additional requirements to force negotiation of reservation of ownership will be stipulated.
3. For receivables in a foreign currency the Seller is entitled to apply for the payment of deliveries "fixed exchange rate clause" where the decisive exchange rate is the exchange rate of the Czech National Bank in relation to the currency of payment at the date of the purchase contract. Hedged currency is CZK, in the absence of free convertibility the hedging currencies are EUR, USD, JPY, CHF, and according to the order listed above.
4. The Buyer hereby gives the Seller, in accordance with § 7 of the Act No. 480/2004 Coll., as amended, consent to send Seller's commercial messages to the Purchaser's email address. The Purchaser is fully aware that the Seller this is entitled to withdraw the consent at any time in the future,

both for receiving of an individual message, and for receiving commercial notifications of the Seller in general.

5. If the Buyer is a natural person, who at the conclusion and performance of the contract does not act within their business activities or other commercial activities or within the independent exercise of their profession (hereinafter "the Consumer"), the provisions of these GTC must be interpreted so that the legal protection provided to them by the specific provisions of the legal order, and which, if Article X of these GTC did not exist, is decisive. In case of signing the purchase contract by remote manner or in a place that is usually not used for the business of the seller, with the exception of the explicit invitation of the Seller to the Purchaser, the Consumer is entitled to cancel the contract within 30 days from its conclusion, or within 14 days from its conclusion, if performance by the Seller occurred.
6. The Parties agree that all of the total foreseeable damage (damage both direct and indirect or damage to customers of the Purchaser) that the purchaser may incur in fulfilling the contract from one or more breaches of contractual or legal obligations of the Seller, can reach at most the contracted price and, therefore, the Parties agree that the responsibility of the Seller towards the Purchaser for any damages may not exceed 100% of the contract price without VAT. Limitations of damages agreed above will not apply if the damage was caused intentionally or through gross negligence of the Seller.
7. Regardless of any other stipulation of the contract or these GTC the Purchaser's right to a contractual penalty is the sole and exclusive remedy measure on which the Purchaser is entitled, and at the same time the sole and exclusive responsibility of the seller in case of a breach of the obligation of the Seller provided by the contractual penalty. Force majeure exclude the applicability of contractual penalties.
8. The Contract expires at withdrawal. At withdrawal do not expire following:
  - (i) claims for damages arising from a breach of the contract;
  - (ii) claims for payment of contractual penalties or interest on arrears, according to the contract;
  - (iii) financial claims of the Seller towards the Purchaser arising out of or related to the contract;
  - (iv) provisions on limitation of the damage compensation
  - (v) agreement on choice of law and dispute resolution;
  - (vi) provision that addresses the relationship between the parties after the termination of the Contract, that is the point of GTC;
  - (vii) the stipulations relating to such rights and obligations, which imply that the Contractual Parties commit even after the termination of the contract.
9. The Parties agree that the Purchaser is not entitled, without the prior written consent of the seller, to withhold (ie. to execute lien) any part of the goods or any other things gotten into his power in connection with the performance of the contract.

#### XI. Resolving disputes

1. Contractual relations based contract is governed by Czech law. Actually untreated contract or these GTC are mainly governed by the Civil Code.
2. The Parties further agree to international jurisdiction of Czech courts, the Parties agree that the local jurisdiction will be court by the seat of the seller.

**XII. Final provisions**

1. If the contract or these GTC do not - for specific contractual provisions, condition or term –explicitly stipulate otherwise, any adjustments to the contract and its conditions can be made only by means of written, properly numbered and dated, amendment, which must be duly signed by persons authorized to act on behalf of the Parties.
2. The provisions of this article shall not affect the fact that the seller is entitled to an ad-hoc change of the contract terms (eg. the place of delivery, minor parametric changes to the product etc.), and upon prior request of the Purchaser, even without an amendment to the contract. This request of the Purchaser can be found out eg.in an email, fax message, etc.
3. Individual provisions of the contract and these GTC are independent on each other. If any provision of the contract or these GTC will be deemed improper, invalid or unenforceable under applicable law, such provision shall not affect the validity or enforceability of the remaining provisions of the contract or these GTC. The parties hereby agree that any inappropriate, invalid and unenforceable provisions of the contract and these GTC will be replaced with appropriate, valid and enforceable terms and conditions, whose meaning and purpose will be as close as possible to the original inappropriate, invalid or unenforceable provisions.
4. The Purchaser in accordance with § 1765, Art. 2 of the Civil Code takes the risk of changing circumstances, ie. any changes in circumstances that establish enormous disproportion in the rights and obligations of the Parties provided this change of circumstances could be neither predicted or influenced by any of the Parties. Such changes do not confer the right of the Purchaser to seek to negotiate changes in the contract.
5. The individual General Terms and Conditions are published by the Seller on his websites, stating their versions and date of publication. Reference to the current published version of the GTC will be considered sufficient, understandable and specific to enable the relevant current version of the GTC apply to the particular contractual relationship.
6. The seller is entitled to make changes to the GTC on his website at any time. Recently concluded contracts will always be governed by current stipulations of the GTC. To contracts already concluded, the new version of GTC will not apply provided both Parties express their consent in writing.
7. This version of the GTC is effective from April 1st, 2014.