

GENERAL TERMS AND CONDITIONS

ETK s.r.o.
Skřivánčí 9a
466 01 Jablonec nad Nisou
Czech Republic
(hereinafter „Company“)

1. Introductory provisions

1.1 These terms and conditions (hereinafter „GTC“) apply to all contracts for purchase of fuel tank linings (hereinafter „Contract“) concluded between the Company and a business person (hereinafter „customer“).

1.2 The term Contract under these GTC also includes all arrangements between the Company and the customer relating to the purchase of a fuel tank lining (hereinafter „object of performance“), even if it is a different type of contract than a purchase contract.

1.3 These GTC also apply to the contracting process.

1.4 The provisions contained in the Contract shall prevail over these GTC.

2. Conclusion of Contract

2.1 The Contract can only be validly concluded in writing. Legal acts made electronically by means of a simple e-mail sent from a e-mail address normally used by the person acting or made through the system of data boxes administered by the Ministry of the Interior shall also be deemed to be in writing.

2.2 If the contract is concluded by means of a legal act carried out at a distance, it is concluded at the moment of unconditional acceptance of the binding offer. Acceptance of the Company's offer with a deviation or amendment that changes the terms of the offer only insignificantly, the Contract is only concluded when the Company approves such a deviation or amendment.

2.3 The Customer is responsible for the accuracy of the information provided to the Company prior to the conclusion of the Contract, in particular on the basis of the Company's questionnaire (e.g. technical documentation may be requested). If possible, the Company may also make an offer based on incomplete information provided by the customer to the Company. The performance is not defective if the alleged deficiency originates from incorrect or incomplete information provided by the customer to the Company.

3. Delivery, acceptance, risks

3.1 Unless otherwise stated in the Company's offer, transport, installation and packaging are not included in the offer, with the place of acceptance being the Company's registered office. The customer is responsible for the proper packaging of the object of performance in accordance with the method of transport provided by him.

3.2 The delivery period does not run before the advance payment of the agreed price, unless otherwise agreed.

3.3 If it has been agreed that the customer is obliged to deliver something, in particular material, auxiliary material or tools, the delivery period shall not run until the customer has fulfilled such obligation.

3.4 The risk of damage to the object of performance passes to the customer upon its acceptance or if it is not accepted by the customer within the agreed time limit.

3.5 The Company is not liable for delays caused by force majeure and unforeseeable, unavoidable circumstances (e.g. strikes or lockouts, operational failures, difficulties in the supply of materials or energy, transport delays, shortages of labour, energy or raw materials, as well as difficulties in obtaining permits, in particular import and export licences). This also applies if obstacles are encountered by the Company's

suppliers. Actions by a public authority are also considered force majeure. If the impediment is not of temporary duration, the Contract shall be terminated. Claims for damages are excluded in such cases.

4. Technical criteria, refusal of guarantee

4.1 The object of performance requires installation and proper maintenance (including regular service inspections), all by a qualified professional person in accordance with the documentation and other information provided by the Company. Installation and maintenance may vary depending in particular on the type of fuel used and the equipment into which the object of performance is to be installed. Upon request, the Company shall provide training to the customer.

4.2 For proper maintenance, it is essential to ensure, in particular, access to the installed object of performance, keeping the manholes clean, preventing water from entering the manholes, using the object of performance only for its intended purpose and in accordance with the documentation, not using unsuitable spare parts, not connecting unsuitable equipment and not using products in such a way that they become dangerous.

4.3 If agreed, the Company shall carry out professional installation by persons trained in the specifics of the object of performance. The Company shall be fully responsible for such installation and the provisions of these GTC on incorrect installation shall not apply in such case.

5. Intellectual property rights

5.1 All inventions, modifications, improvements, processes or know-how relating to the Company's products belong exclusively to the Company. If the customer learns to know about them from the Company, he will not pass them on to third parties.

5.2 Neither party may disclose the other party's confidential information or trade secrets to third parties or use them for its own purposes unless necessary to protect its rights.

5.3 Each party undertakes to ensure that it acquires or possesses the intellectual property rights necessary to fulfill its contractual obligations and shall promptly notify the other party of any identified infringement of intellectual property rights.

6. Prices, terms of payment

6.1 All invoices are payable in Czech crowns or euros. Payment is made in advance on the basis of an advance invoice, unless agreed otherwise.

6.2 Unless otherwise agreed, the agreed prices are the prices at the Company's factory (EXW), excluding packaging and value added tax.

6.3 Unless prices have been expressly agreed between the Company and the customer, the Company's list prices in force at the time of order shall apply.

6.4 In the event that installation into the terminal equipment is provided by the Company, the customer shall bear all necessary associated costs in addition to the agreed remuneration, in particular the costs of transporting workers, tools and personal luggage as well as labour costs, unless otherwise agreed.

6.5 In the event of a delay in payment of the price (or its supplementary payment) after delivery of the object of performance, the customer is obliged to pay default interest by 8 percentage points per annum higher than the statutory default interest.

6.6 If, after the conclusion of the Contract, the Company becomes aware of the risk of the customer's inability to perform, it shall be entitled to demand a security from the customer up to the amount of the agreed price, the time for performance shall be extended by the period during which the security is not deposited at the Company's request. If the security has not been provided within the time limit provided by the Company, the Company may withdraw from the Contract.

6.7 In case of withdrawal from the Contract the customer is obliged to return the object of performance received to the Company, and if this is not possible (e.g. it has already been installed into the tank), he is obliged to pay monetary compensation.

7. Rights from faulty performance, guarantee

7.1 The rights arising from defective performance shall become extinct if the defect (or its manifestation) was not notified without undue delay after the customer as a professional could have detected it with sufficient care.

7.2 The customer does not have rights from defective performance, including guarantee rights, in case of defects caused by improper installation or maintenance.

7.3 The guarantee does not apply to a defect that was not notified without undue delay after the customer, as a professional, could have discovered it with sufficient care (the discovery of the manifestation of the defect is also considered to be such a moment).

7.4 The term of guarantee is indicated on the certificate of guarantee enclosed with the product.

7.5 The guarantee does not cover in particular the following situations,

7.5.1 if the product is not correctly installed in accordance with the applicable installation instructions and the relevant regulations by a qualified and approved professional company,

7.5.2 improper use and maintenance, including damage due to improper operation of the product or due to the use of accessories other than those prescribed by the manufacturer,

7.5.3 defects caused by customer or third party intervention, for example if the customer or third party makes modifications or repairs to the products without the Company's consent,

7.5.4 damage caused by natural wear and tear, misuse, negligence, accidental damage.

7.6 The guarantee shall expire if,

7.6.1 at the request of the company, the claimed parts are not sent and/or the Company is not given the opportunity to inspect the object of performance,

7.6.2 the leak indicator is not in trouble-free operation and regularly serviced properly according to the manufacturer's conditions.

7.7 In the event of timely and justified notification of a defect, the customer shall have the right to have the object of performance or part thereof replaced or repaired at the Company's discretion.

7.8 An unauthorized claim is considered to be service support and is billed as such.

8. Limitation of liability for damage.

8.1 The Company's liability for damages is limited to the amount of damages normally foreseeable at the time of conclusion of the Contract.

8.2 Neither party shall be liable to the other for damages incurred by the Company as a result of circumstances beyond the control of the parties (such as force majeure, war, riots or natural disasters).

8.3 In particular, the customer shall indemnify the Company for damages incurred by the Company as a result of:

8.3.1 the customers instructions,

8.3.2 delay by the customer in taking delivery or any other act, omission or default by the customer or its agents, employees or workers to the extent that the customer is responsible for their actions;

8.3.3 or breach of contract by the customer,

8.3.4 acts by the customer that infringe a patent, trademark, copyright, design right or other industrial property right, if the infringement is due to the import, manufacture or sale of the objects of performance made to specifications or in accordance with specific customer requirements.

9. Termination and withdrawal from the contract

9.1 The Company shall be entitled to withdraw from the Contract if at any time during the period when the contract price has not been paid in full (whether or not the claim for payment is already due), a petition for insolvency proceedings is filed against the customer, or the customer is insolvent or has entered into liquidation.

10. Reservation of the right of ownership

10.1 The company retains ownership of the object of performance until full payment of the price and all incidental inquiries. Until the purchase price of the product has been paid in full, the customer is always obliged to comprehensively insure the object of performance against loss or damage due to accident, fire, theft and against other risks usually assumed by insurance companies in connection with the customer's business, at least for an amount equal to the outstanding balance over time. At the Company's request, the customer shall provide proof of the existence of such insurance and assign all claims under such insurance to the Company. The customer further agrees not to use any items of performance still owned by the Company as collateral.

10.2 In the event of a claim or assertion of third party rights to the goods owned by the Company, the customer shall immediately inform the Company.

11. Final provisions

11.1 The contract is governed exclusively by the law of the Czech Republic. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 does not apply to this contract.

11.2 The courts of the Czech Republic shall have jurisdiction to settle disputes arising out of or relating to the Contract (in the event of its invalidity or cancellation). The local jurisdiction of the court shall be governed by the place of the Company's registered office.

11.3 If any provision or part of a provision of these GTC is found to be illegal, invalid or unenforceable under applicable law, that provision or the relevant part of the provision - to the extent it can be separated from the other provisions - will be excluded from the GTC. The legality, validity and enforceability of the other provisions shall not be affected.

11.4 Amendments and modifications to the contract are effective and enforceable only if made in writing.

11.5 The customer shall not assign, substitute or otherwise transfer his rights or obligations under the Contract without the prior consent of the Company and any attempt to do so shall be void.

11.6 In the event of any inconsistencies or discrepancies between the Czech and English versions, the Czech version shall prevail.