

General terms and conditions of sale and delivery

Pro Tool Solutions
s.r.o.

VALID FROM 01.01. 2024

These General Business and Delivery Terms (hereinafter referred to as "GDTC") are the business terms between Pro Tool Solutions s.r.o. as a supplier of goods or services (hereinafter referred to as the company) and the buyer/customer (hereinafter referred to as the "customer") which result from a contract or agreement concluded between them for the supply of products or services. Whether these are written purchase contracts, where the signatures of both parties are on one document, or written orders of the customer confirmed by the company. In the event that such a contract does not provide otherwise, these GDTCs, which form an integral part of the purchase contract, shall apply to the relationship between the parties in accordance with § 1751 paragraph 1 of Act No. 89/2012 Coll., the Civil Code; any business terms of the customer shall not apply. If any contractual provision in the contract between the parties or in these GTC is missing, the relevant provisions of Act No. 89/2012 Coll., the Civil Code, shall apply, and if there are none, then the provisions of another relevant law of the Czech Republic shall apply.

The Customer accepts the following conditions as binding for all performance to be performed within the framework of the purchase contract and declares that it will not apply its own commercial terms and conditions.

Pro Tool Solutions s.r.o.

Rybná 716/24, Prague, Old Town, ZIP: 110 00 · Phone +420 774 490 185 · office@protoolsolutions.cz
<https://protoolsolutions.cz>

Company ID: 19117507, VAT ID: CZ 19117507. The company is registered in the Commercial Register kept by the Municipal Court in Prague, Section C, File 381734.

1. Conclusion of the contract

1.1. The Company does not oblige with its offer to conclude a contract and no contractual arrangement arises by sending the offer. For the conclusion of a contract or other arrangements and for their scope and content, the written confirmation of the order by the Company is always decisive. The order must always be made in writing, including in electronic form. Confirmation of the order by the Company creates a purchase agreement between the Company and the Customer, which is binding on both parties. This does not apply to direct sales at the Seller's premises.

2. Delivery times

2.1. The deadlines for the delivery of goods or services shall be those specified in the contract concluded by the contracting parties, or the deadlines specified in the written offer or written confirmation of the order, provided that the customer fulfills all of his obligations arising from the contract and these GTC.

2.2. The delivery period is (if the goods are not delivered including assembly) observed by the company if the goods are ready for collection or dispatch during the delivery period and if this fact is communicated to the customer. If the dispatch is not carried out for reasons on the customer's side, then the delivery period is considered to have been observed from the moment of sending the notification of readiness of the goods for collection or dispatch. If the goods are delivered including assembly, the delivery period is considered to be the day of acceptance of the completed assembly.

2.3. If the customer makes additional requests or changes are made to the assignment during the delivery period, the delivery period shall be extended by the time required to implement these changes.

2.4. The Company is not liable for delays in the delivery of goods due to force majeure and events that make delivery significantly more difficult or impossible for the Company. Cases of force majeure include mobilization, war, uprising, strike, lockout, official order, or other unforeseen obstacles, even if they occur at the Company's suppliers or their subcontractors. Such circumstances entitle the Company to postpone the delivery for the duration of the obstacle and a reasonable period of time required to complete the delivery. If the delivery of goods or services has become impossible or impractical for the Company due to the obstacle, the Company is entitled to withdraw from the contract.

2.5. If the company is found to be in a delay in delivery due to its own fault, or if the delivery of goods or services is impossible for reasons caused by the company, the customer is entitled to withdraw from the contract after the expiry of a reasonable additional period provided in writing, but at least for the duration of the obstacle. The customer's right to withdraw from the contract generally only applies to the part of the contract that has not yet been fulfilled.

2.6. Compliance with the deadline by the company presupposes the delivery of all necessary technical, commercial and other documents by the customer, the provision and execution of all work and activities to be delivered or provided by the customer, including the necessary permits and approvals.

2.7. If the delivery of the goods is delayed at the request of the customer, the customer may be charged a storage fee in the amount of 0.5% of the total price of the stored goods. This fact may occur at the beginning of the month following the notification that the goods are ready for shipment or collection. The storage fee will be charged for each month started. The storage fee is limited to a maximum of 25% of the total invoiced price of the products, unless higher costs have been proven.

2.8. Delivery condition: the delivery date of goods, or even partial deliveries, is binding for the company only if the customer duly fulfills his payment and other obligations arising from the relationship with the company; otherwise, the company is entitled to suspend all deliveries and apply agreed or statutory sanctions to the customer, with all costs and damages arising from such suspension of deliveries being borne by the customer. During the suspension of deliveries, all delivery dates of the company are postponed accordingly until the date of full payment of all due receivables of the company by the customer.

3. Price and payment terms

3.1. The purchase price is agreed excluding value added tax, which will be added to it in accordance with the relevant legal regulations. This does not apply to direct sales at the company's premises, where the price including value added tax is agreed with the buyer.

3.2. Unless otherwise agreed in writing by both parties, the customer shall pay the company for each individual and partial delivery no later than fourteen days from the date of issue of the invoice or partial invoice, with the date of fulfillment being deemed to be the date of crediting the amount to the company's account.

3.3. In the event that the goods delivered by the company exhibit minor defects that do not prevent their normal use, this fact does not relieve the customer of the obligation to pay the purchase price properly and on time.

3.5. The customer is not entitled to reduce payments or bind them to anything; he can only set off his receivables from the company, which are confirmed by a final and unchallengeable court decision.

3.6. In case of delay in payment of invoices, the Customer undertakes to pay a contractual penalty of 0.2% of the invoiced amount for each day of delay. Payment of the contractual penalty does not affect the Company's claim for compensation for damage and lost profit.

3.7. The Customer is obliged to provide adequate security for the Company's receivables at the Company's first request, even if the Company's receivables are conditional or limited.

3.8. The Company is entitled to set off all receivables that it has incurred against the Customer, regardless of the legal reason for which these receivables have arisen, against all receivables of the Customer. This also applies if payment in cash has been agreed on one side and payment by bill of exchange or other act on the other. If receivables are due at different times, the Company's receivables become due at the latest with the maturity of its liabilities.

4. Reservation of ownership

4.1. The customer becomes the owner of the goods or services only upon full payment of the purchase price, until which time the goods remain the property of the company. Any costs incurred by the company in connection with the exercise of the retention of title (including any legal costs and court costs) shall be borne by the customer. The customer bears the risk of damage, the risk of theft, the costs of storage, insurance, the risk of damage to third parties and any other related costs and risks throughout the duration of the retention of title.

5. Danger crossing

5.1. All risks and dangers, or liability for damage, loss and injury, shall pass to the customer, regardless of any reservation of ownership:

- a) When delivering goods without assembly.
- b) When picking up the goods – at the moment of loading.

c) In the case of an agreement on the shipment of goods – at the moment of the handover of the goods for transport. The goods are sent at the best discretion of the company. At the request and at the cost of the customer, the company will arrange insurance against damages caused by impact, loss, transport or fire.

d) When delivering goods with assembly at the place of performance - at the moment of dispatch of the products from the company's warehouse.

e) If the dispatch of the goods and thus the delivery, commencement or completion of the assembly of the goods is delayed at the request of the customer or for reasons on his part, then for the period of delay the risk of risk shall pass to the customer. The company is obliged to provide the required insurance at the express written request of the customer and at his expense. In this case, the company is also entitled to store the goods at the expense and risk of the customer at its discretion, to take all measures to preserve the goods and to invoice the goods as delivered.

5.2. The Company is entitled, unless the contracting parties agree otherwise, to determine the transport route, the means of transport, as well as the carrier or the manager of the transport of the goods.

6. Acceptance of goods

6.1. The customer is obliged to take delivery of the goods or service even if it shows minor defects. The customer is not entitled to refuse to take delivery of the goods or service, but must take delivery of them and subsequently lodge a complaint.

6.2. Partial deliveries are permissible and may also be invoiced separately.

7. Warranty and complaints

7.1. The warranty period for the delivered goods or service is 12 months and starts from the moment of receipt from the company.

7.2. The company is only liable for goods from other suppliers used for performance or supplied with performance to the extent that its subcontractor is liable for them. The company is entitled to settle a claim relating to these products by assigning claims against the subcontractor to the customer.

7.3. The customer is obliged to inspect the performance upon receipt with due care and to file a written complaint with the company regarding any defects that may be discovered by such inspection, immediately, no later than 3 (three) days from the moment the defect was discovered, or from the moment the defect could have been discovered with due care (but no later than the end of the warranty period). Rights arising from defective performance and the warranty are governed by the relevant provisions of the Civil Code and the company's complaint procedure. The existence of defects or the filing of a complaint does not entitle the customer to withdraw from the contract, suspend payments or otherwise fail to fulfill obligations arising from the contract.

8. Withdrawal from the contract

8.1. The Company is entitled to withdraw from the contract if the Customer is in arrears with payment of the purchase price or part thereof for more than 10 days.

8.2. If insolvency proceedings are initiated against the Customer, the Company is, at its option, entitled to make its claim to payment of the purchase price payable regardless of the information stated on the invoice or to withdraw from the contract.

8.3. The Company is further entitled to withdraw from the contract for the reason stated in Article 2.4 of these GTC.

8.4. The customer is entitled to withdraw from the contract if the company is in a delay in delivery

due to its own fault, or if the delivery of goods or services is impossible for reasons caused by the company. In this case, the customer is obliged to send a written notice of termination and the withdrawal from the contract applies in principle and only to the part of the contract that has not yet been fulfilled.

9. Miscellaneous

9.1. Except as expressly provided in the Agreement, all amendments to the Agreement shall be binding only in writing and signed by a duly authorized representative(s) of the Parties.

9.2. The Agreement constitutes and shall constitute the entire agreement and understanding between the Parties with respect to all matters contained herein and supersedes all prior oral and written representations, negotiations, undertakings, communications and statements of any kind.

9.3. The Customer shall not be entitled to exercise a lien or lien on any property of the Company.

9.4. Any breach of the Customer's obligations shall be deemed to be a material breach of this Agreement, unless the Parties agree otherwise.

9.5. Any notice to be given to either Party under this Agreement shall be in writing and shall be delivered by personal delivery or sent by courier, post or fax to the appropriate address specified for this purpose in the Agreement. Any notice under this Agreement shall be deemed to have been given (a) on the date of personal delivery or refusal of acceptance of personal delivery, (b) on the first business day in the country of the receiving Party following the date of sending if sent by fax, (c) on the date of delivery if delivered by courier or post. Either Party may change its stated address by written notice to the other Party. All communication relating to everyday business activities between the contracting parties may be carried out by electronic mail (email).

Pro Tool Solutions s.r.o.

Rybná 716/24, Prague, Old Town, ZIP: 110 00 · Phone +420 774 490 185 · office@protoolsolutions.cz
https://protoolsolutions.cz

Company ID: 19117507, VAT ID: CZ 19117507. The company is registered in the Commercial Register kept by the Municipal Court in Prague, Section C, File 381734.

10. Applicable law and place of jurisdiction

10.1. These VODP and the relationships arising from them are governed by Czech law. The complete or partial failure to exercise the rights under the VODP does not exclude their future exercise. If any provision of the VODP loses its validity, the other provisions remain unaffected and the provision of the applicable Czech law that most closely matches the meaning and purpose shall apply to the gap created by this. The court competent in the first instance for deciding disputes under the purchase agreement and these VODP is either the District Court for Prague 1 or the Municipal Court in Prague, depending on the court's subject matter jurisdiction.

In Prague on January 1, 2024

Pro Tool Solutions s.r.o.

Pro Tool Solutions s.r.o.

Rybná 716/24, Prague, Old Town, ZIP: 110 00 · Phone +420 774 490 185 · office@protoolsolutions.cz
<https://protoolsolutions.cz>

Company ID: 19117507, VAT ID: CZ 19117507. The company is registered in the Commercial Register kept by the Municipal Court in Prague, Section C, File 381734.