

BUSINESS TERMS AND CONDITIONS FOR DELIVERY OF GOODS

Preamble

- A. These Business Terms and Conditions for Delivery of Goods (hereinafter the “**TCs**”) regulate the relationships arising in connection to the sale and delivery of goods between the supplier as the seller and the clients.
- B. These TCs are binding for all business relationships between the seller and clients arising from the framework purchase contract or from purchase contracts concluded between the supplier and the clients.
- C. In the case of discrepancies between the text of the TCs and the text of the framework purchase contract/purchase contract, the provisions of the framework purchase contract/purchase contract take precedence. Any business conditions of the client that may be included in any of the client’s order forms are invalid and ineffective, unless the supplier gives explicit prior written consent to them.

Art. I

Definitions

“**Supplier**” for the purposes of the TCs means the company **BAST s.r.o.**, Company registration No. 43371884, with its registered office at Moravské Budějovice, K Hoře 1339, Postal code 67602, registered in the Commercial Register kept by the Regional Court in Brno, File No. C 4491.

“**Client**” for the purposes of these TCs means a legal entity or a natural person - entrepreneur, who entered or intends to enter into a Contract with the Supplier.

“**Goods**” for the purposes of these TCs means the movable items designated individually or in terms of quantity and type pursuant to the specifications in the Contract.

“**Contract**” for the purposes of these TCs means the purchase contract or contract for work or an unnamed contract or other similar contract, which is concluded in accordance with the Supplier’s subject of business.

“**Parties**” for the purposes of these TCs and the Contract means the Supplier and the Client, collectively or individually as per the context.

Art. II

Basic Provisions

1. These TCs shall regulate the legal relations between the Supplier and the Client when delivering the Goods under the concluded Contract.
2. The TCs are an integral part of a Contract, if such a Contract (i.e. draft contract or its acceptance) refers to these TCs in this regard. The Parties hereby also exclude the application of the Client's terms and conditions.
3. Different arrangements made in the Contract shall have priority over these TCs.
4. These TCs shall be considered terms and conditions mainly under Section 1751 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the “**CC**”).
5. These TCs regulate the rights and duties of the Parties to the Contract in the event that no other written contract partly or fully deviating from the TCs has been entered into between the Supplier and the Client.
6. These TCs shall not apply to “consumer contracts” that are governed by Section 1810 et seq. of the CC.

Art. III
Conclusion of a Contract

1. The conclusion of the Contract between the Parties is governed in particular by Section 1731 et seq. of the CC. The Client's acceptance of an offer of the Supplier to conclude a Contract with the Client's reservations or comments shall not have the effect of the acceptance of the proposal to conclude a Contract, but instead it shall be considered a new proposal to conclude a Contract. The Supplier is entitled to reject or accept such a new proposal by the Client. In the event that the Supplier accepts such a new proposal within 15 days of receipt, the Contract shall be deemed to have been made on the day when the Client is notified by the Supplier in writing of the acceptance of such a new proposal.
2. The Contract shall be made between the Supplier and the Client under these TCs in the event that the Client accepts the proposal to conclude a Contract (including its reference to the use of the TCs) presented (delivered) to the Client by the Supplier within 30 days of its receipt, unless otherwise stated in the proposal. If the Client delivers its acceptance of the proposal to conclude a Contract to the Supplier after the expiry of the aforementioned period, the Contract shall be concluded only if the Supplier approves, in writing, of such delayed acceptance of the proposal to conclude a Contract after the delayed acceptance of the proposal to conclude a Contract.
3. The Supplier's offer is always revocable and may always be revoked if the Client receives the revocation before delivery of the acceptance of the Supplier's offer.

Art. IV
Subject of the Contract

1. The subject of the Contract is in particular the Supplier's obligation to deliver the Goods to the Client and transfer the ownership of the Goods to the Client, and the Client's obligation to duly and timely accept the Goods delivered and pay the purchase price for the Goods to the Supplier in a due and timely manner. If a Contract is made, the Supplier shall be obliged to deliver the Goods to the Client in the quantity, quality, workmanship and time under the terms of the Contract or, where appropriate, under the applicable legislation. All data about the weight, dimensions, performance parameters, price and other information regarding the Goods, specified in the catalogue and price sheets, are only binding if this is expressly stated in the Contract.
2. The Supplier reserves the right of ownership to the Goods. The ownership of the Goods shall pass onto the Client upon the full payment of the price.
3. The Client agrees to provide the Supplier with complete, true and timely information needed to correctly define the subject of the Contract. If the circumstances that may affect the performance of the Contract change substantially, the Client shall notify the Supplier of such a change within 3 working days of the date of such a change or a change in circumstances.

Art. V
Test before shipping

1. The performance of acceptance tests of the Goods must be expressly agreed in the Contract. The tests are performed by the Supplier during standard working hours and in accordance with the valid regulations in the Supplier's country.
2. The Supplier is obliged to inform the Client of the date of performing the tests at least 5 (five) business days in advance, so as to allow for the participation of the Client or its representatives. In the case of the Client's absence, the protocol on the performed tests shall be compiled and confirmed only by the Supplier and then submitted to the Client.
3. The Supplier bears all the costs for tests which are performed by the Supplier, unless otherwise stated in the contract, except for the travel, accommodation and other expenses of the Client's representatives, which are borne by the Client.

Art. VI
Place and Method of Performance

1. Unless agreed otherwise in the Contract, the delivery parity condition EXW ex works of the Supplier Moravské Budějovice, K Hoře 1339, Postal code 67602 of INCOTERMS 2010 shall apply. If the delivery condition EXW INCOTERMS 2010 applies and the Supplier undertakes, at the Client's request, to ship the Goods to the destination specified by the Client, the risk of loss or damage to the Goods is transferred to the Client at the latest upon the handover of the Goods to the first carrier. The obligation of the Supplier under the Contract shall be deemed to have been fulfilled upon the handover of the Goods with accompanying documents to the Client or the first carrier transporting the Goods to the Client in accordance with the Contract. The accompanying documents needed for the acceptance and use of the Goods under section 2094 CC shall be a delivery note or documents replacing it.
2. The Goods shall be handed over free of any obligations, claims or rights of third parties. The Supplier shall hand over the Goods to the Client or the carrier in a due and timely manner and undertakes to perform the Contract with due diligence. The Supplier agrees that, at the time of the delivery (handover) to the Client (carrier), the Goods shall meet applicable valid and effective technical, safety, environmental, sanitary and other relevant generally-binding legislation. Upon the handover of the Goods to the Client, the risk of any loss, destruction of or damage to the Goods shall be borne exclusively by the Client, who is therefore not entitled to make any claims against the Supplier for this reason.
3. Unless agreed otherwise, the transport of the Goods shall not be included in the price of the Goods. Unless agreed otherwise, the method and type of packaging and the method of transport shall be determined by the Supplier. Unless agreed otherwise, all costs for the transport of the Goods shall be borne by the Client.
4. If the Supplier and the Client agree, the transport of the Goods from the place of performance (i.e. place of delivery) to the destination shall be arranged by the Supplier according to the Client's instructions, always at the expense of the Client. Otherwise, the transport of the Goods from the place of delivery of the Goods shall be arranged by the Client itself or through its carriers at its own expense and risk.

Art. VII
Delivery Periods

1. The Supplier shall be entitled to deliver the performance on the dates or at any time during the delivery periods agreed in the Contract. The performance is permitted in the form of partial deliveries.
2. If the delivery deadline for the Goods is not specified as a precise date, but a deadline in weeks, months or years is specified, this period starts from the fulfilment of the last of the following conditions:
 - a. Conclusion of the Contract by the Parties. Conclusion of the Contract does not refer to the delivery of an order by the Client to the Supplier. Until the delivery of a written confirmation from the Seller to the Buyer, the order is considered non-binding. Orders without a specification of the Seller's offer number are not accepted. The order, in addition to a reference to the valid offer, must contain minimally a precise specification of the subject of delivery, quantity, price, conditions and deadline for delivery.
 - b. Issuing of all permits for delivery or import of the Goods procured by the Buyer.
 - c. Crediting of the first advance payment to the Seller's account, if an advance payment was agreed in the Contract.
 - d. Provision of guarantees and fulfilment of all the deferral conditions agreed in the Contract.
3. The Goods are delivered duly and punctually even if they are delivered to the Client with minor defects and shortcomings which do not prevent the proper and safe use of the Goods. This provision does not affect the Client's rights with regards to defects in the Goods. Partial deliveries of Goods are permitted.
4. The Supplier's delay in delivering the Goods enables the Client to apply contractual penalties against the Supplier, as of the agreed date of delivery of the Goods.
5. The Supplier shall not be in default in the performance of the Contract if the Supplier fails to meet any of its duties arising to the Supplier due to force majeure.

Art. VIII
Price and Payment Terms

1. The purchase price of the Goods is agreed between the Client and the Supplier based on supply and demand, unless otherwise stated in the Contract. If any significant change occurs in the market, in particular in terms of the price of inputs and input raw materials, the Supplier shall be entitled to change the price for the Goods.
2. The Client shall pay on the basis of an invoice or in cash during the handover of the Goods. The invoice shall be payable, unless agreed otherwise in the Contract, to the Supplier's bank account within 30 (thirty) days of its issue by the Supplier.
3. The Supplier shall be entitled to require payment for the Goods in advance or cash or any other form of security for the Client's obligation up to the total price of the Goods.
4. The Supplier is a value added tax ("**VAT**") payer. In accordance with the relevant provisions of Act No. 235/2004 Coll., on Value Added Tax, as amended, the Supplier shall pay to the respective tax authority the relevant VAT in the amount according to the applicable legislation which shall be added to the price and shall be paid by the Client to the Supplier in connection with the price and in accordance with the Contract.
5. The storage of the Goods ready for personal collection on the basis of the Client's instructions shall give the Supplier the right to invoice for the Goods without a storage fee and the Supplier shall notify the Client, along with the sending of the invoice, of the date, from when and in what extent the storage fee shall be charged.
6. The Supplier shall be entitled to invoice every partial delivery individually.
7. The invoices shall contain the required elements of a tax document pursuant to applicable legislation.
8. The purchase price shall be deemed to have been paid if the Supplier receives the purchase price in the relevant amount from the Client in cash in the Supplier's registered office or by bank transfer credited by the due date to the Supplier's bank account indicated in the invoice (tax document).
9. The Client shall not be entitled to retain the purchase price or deduct or set off part of the purchase price due to any claims or counter-claims made against the Supplier.
10. The Client shall not be entitled to retain the purchase price or part thereof or any claimed Goods due to any of its own claims against the Supplier. The Client shall not be entitled to set off any of its own claims against the purchase price of the Goods, even if the claims are based on rights arising from complaints submitted in a timely manner. Any discount on the price of the Goods due to a defect to the Goods shall be handled by a credit note upon payment of the Goods.
11. The Parties have agreed that the Client is not authorised to offset any of its receivables towards the Supplier. The Parties have also agreed that the Client is not authorised to assign any of its rights or obligations arising from the Contract to a third party without prior written consent from the Supplier.
12. The Parties have also agreed that the Supplier is authorised to offset any receivable against the Client's receivable, meaning also its receivables towards the Client which may be considered uncertain, unspecified and undue pursuant to Section 1987(2) of the CC.
13. The Client shall compensate the Supplier for all costs associated with the recovery and enforcement of its claim for payment of the amount due, including the costs of fees charged by a third party that will be recovering the claim for the Supplier on the basis of a contractual relationship, costs of judicial proceedings and legal fees etc.
14. The Client's delay in paying its financial liabilities authorises the Supplier to apply a contractual penalty against the Client equal to 0.05 % of the owed amount for every day of delay, calculated from the total price excluding VAT from the respective invoice, which the Client has delayed in paying.
15. The Client's delay in paying its financial liabilities arising from the Contract or any other obligational relationship between the Client and Supplier authorises the Supplier to suspend the delivery of Goods pursuant to the Contract until the full payment thereof. The period for delivery of the Goods is extended minimally by the period of the Client's delay in paying its financial liabilities, unless a longer period is objectively needed due to the demobilisation and remobilisation of production resources and inputs at the Supplier's end related to suspending and renewing the Supplier's fulfilment.

Art. IX

Penalty Clauses and Compensation for Damage

1. If the Supplier happens to be in default in delivery of the Goods to the Client or the removal of defects of the Goods, the Client shall be entitled to request that the Supplier pay a contractual penalty of 0.05% of the price of the Goods excluding VAT pursuant to the Contract for each day of default, in whole or in part.
2. The Supplier shall not be obliged to pay the contractual penalty for late delivery if it notifies the Client in writing of objective reasons that resulted in its failure to comply with the originally confirmed date and notifies the Client of an alternative date of performance.
3. If the Client fails to accept the Goods within the agreed time period, the Client shall pay the Supplier a contractual penalty of 0.05% of the price of the unaccepted Goods for each day of default, in whole or in part, unless agreed otherwise.
4. If the Client fails to comply with the maturity period under Art. II para. 2 or if the Contract stipulates otherwise, the Client shall be entitled to pay the Supplier a contractual penalty of 0.05% of the outstanding amount for every day of delay, in whole or in part. This does not affect the Supplier's right to claim the payment of late payment interest at the rate arising from applicable legislation.
5. The total sum of contractual penalties required by the Client from the Supplier is limited to maximally 7.5% of the total price for the Goods excluding VAT pursuant to the Contract.
6. In the case of the Seller's delay in the partial delivery of the Goods, the contractual penalty is only counted from the price for the Goods excluding VAT in the scope of the partial delivery. Any contractual penalty under these TCs shall be payable within 15 (fifteen) days of the date of sending a written request of its payment to the Client. If the Supplier fails to comply with this time period, the Supplier shall be entitled to charge late payment interest at the rate arising from applicable legislation.
7. The claim of the Supplier for damages incurred by the Supplier due to the Client's actions set out in para. 3 and 4 of this article shall not be affected by the actions or payment of the contractual penalty under para. 3 and 4 of this article.
8. Default of the Client in the payment of the price or part thereof shall be deemed a substantial breach of the Contract. In the event that the Client is in default towards the Supplier in payment/partial payment/under the Contract or any other payment, the Supplier shall be entitled to:
 - a) Demand an advance payment within a reasonable time period for any other/future delivery/partial delivery/hereunder;
 - b) Suspend deliveries of the Goods without it constituting a breach of the Contract and these TCs for the Supplier or having any negative legal consequences for the Supplier;
 - c) Unilaterally withdraw from the Contract, in whole or in part, with effects of the withdrawal from the moment of delivery of its written notice to the Client. The Supplier may withdraw from this Contract in the event that the Client fails to pay in advance according to item a).
9. If the deliveries of the Goods are suspended in accordance with para. 8 item b) of this article, the Supplier shall not be in default in deliveries of the Goods.
10. Compensation of damages and compensation of indirect and subsequent damages caused by a breach of the obligations arising from the Contract or in connection to the Contract caused by the Supplier to the Client is precluded.
11. The Supplier is not obliged to compensate the Client for any incurred damages, indirect or subsequent damages arising unintentionally or not by gross negligence caused by the Supplier by the breach of any obligation by the Supplier contained in the TCs, Contract or in relation to performing the Contract. Indirect and subsequent damages refer in particular to: lost profit, energy losses, costs related to the impossibility of using the item, costs for securing substitute energy supplies, costs of capital, costs arising in consequence of the late delivery of the Goods, failure to achieve full compliance of the Goods with the Contract, failure to achieve the guaranteed parameters of the Goods, etc.
12. None of the foregoing limitations of total compensation of damages apply to damages caused deliberately or by gross negligence.

Art. X
Liability for Defects, Complaints

1. The Supplier shall be liable for defects of the Goods at the time of their handover to the Client or the carrier. The Supplier shall be also liable for defects to the Goods that arise during the warranty period.
2. The Supplier shall grant a warranty for the Goods delivered to the extent of the warranty conditions provided that the products are installed and used in accordance with the operating manual, technical and servicing conditions, unless agreed otherwise (in the Contract, warranty certificate, etc.). The Client shall be obliged to prove that the delivery of the claimed Goods originated from the Supplier.
3. The warranty shall not cover any defects caused by rough interference, improper unprofessional installation, handling, storage, usual wear and tear or failure to comply with the specific conditions set for the particular type of the Goods in the warranty certificate and technical conditions.
4. The warranty period shall be 12 (twelve) months from the date of handover of the Goods to the Client or carrier.
5. A 6 (six) month warranty period and the same warranty conditions as for the originally delivered Goods apply to replaced or repaired parts of the Goods. For other parts of the Goods, the warranty period is extended by the period during which this part of the Goods was out of operation due to removal of the defect. All warranty periods always end no later than 24 (twenty-four) months after the date of handover of the Goods to the Client or carrier.
6. Any defects identified during the handover of the Goods shall be immediately announced by the Client to the Supplier in writing on the delivery note or a special report sent by fax, e-mail, courier etc. within 7 (seven) calendar days of the acceptance.
7. The Client must make any claims of hidden defects of the Goods with the Supplier within the Warranty Period.
8. The written complaint must contain, in particular, the Client's identification details, contact details of the Client's person authorised to handle complaints and an accurate description of the claimed defect.
9. The Supplier shall communicate a proposed plan of action to handle a complaint within 10 (ten) days of receipt of the due notification of the Client of any defects detected, or reject the complaint within the same period. After this period, the Supplier shall be entitled to reject the complaint if it proves to be unjustified.
10. If the Supplier recognises a complaint as justified and unless the Parties have agreed otherwise in the specific case, the Supplier shall have the right to choose whether to remove the defects of the Goods within a reasonable time period or whether to make a partial replacement delivery or whether to grant a proportional discount on the Goods to the Client.
11. If the Client violates its obligation to carry out a timely inspection of the Goods or to duly notify the Supplier of defects of the Goods hereunder, the Supplier is entitled to reject the complaint, and the Client's rights arising from liability for defects of the Goods shall not arise in that case.
12. During the handling of a complaint regarding the quality of the Goods, the Client shall store the claimed Goods until the complaint is completely resolved, unless the Parties agree otherwise. Without the prior express consent of the Supplier, such Goods must not be handled in any manner that would impede or prohibit any subsequent inspection of the claimed defect. For this purpose, the Client shall allow the Supplier to review the claimed Goods at the place of installation or storage.
13. If negotiation of the defect in the Goods results in the need to prove the existence of the defect in the Goods by means of an expert assessment, the costs for this assessment are borne by the Client. The Client hereby waives the right to apply and demand a claim to compensation of these costs from the Supplier, even if the conclusion of the expert assessment and/or conclusion on handling of the claim favours the Client.
14. If it is not possible to prove that the claimed defect was caused by the Supplier, the Client shall be charged for the Supplier's activities associated with identifying the cause, or verifying or removing the defect claimed by the Client in accordance with the Supplier's price list valid at the time of the claim.
15. In connection to its obligations from defective performance and from the warranty, the Supplier is not obliged to remove defects in the Goods free of charge elsewhere than at its branded facility or agreed place of delivery of the Goods.

Art. XI

Force majeure and circumstances precluding liability

1. The Parties' liability for partial or complete failure to comply with their contractual obligations is excluded if it occurs:
 - a) Due to force majeure. Force majeure means events (obstacles) that occurred after the establishment of an obligation independently of the will of the relevant Party, are of extraordinary nature, unavoidable, unpredictable, insurmountable and prevent the objective fulfilment of the obligations under the Contract (e.g. war, civil unrest, strikes, fire, floods, epidemics, quarantine, natural disasters, mobilisation, war, uprisings, embargos, blockades, earthquakes, landslides, explosions, terrorist attacks, unpredictable disruptions of production, outages or interruptions in the supply of input materials for production not caused by the Supplier, explosions or other damage or failure of the manufacturing equipment or distribution equipment, etc.);
 - b) Due to interference of officials of the Supplier's or the Client's countries prohibiting the Parties from meeting their obligations arising from the Contract;
 - c) If force majeure lasts longer than 6 (six) months, the Parties are authorised to withdraw from the Contract.
2. However, it shall not be deemed impossible to fulfil an obligation if it can be fulfilled under more difficult conditions or at greater expenses or after the agreed delivery date.
3. If force majeure occurs, the affected Party shall immediately (without undue delay) notify the other Party of the nature, start and end of the force majeure.
4. The liability of the obliged Party shall not be excluded and the delivery date shall not be postponed if the force majeure occurred at a time when the obliged Party was already in default in meeting its obligation under the Contract or where the obliged Party failed to comply with its obligation to immediately (without undue delay) notify the other Party in accordance with the previous paragraph of this article of the TCs.
5. In the event of force majeure, the Supplier and the Client shall be entitled to adequately postpone the delivery date, and the Parties shall under no circumstances be entitled to make any claims of non-compliance with the Contract and the default against each other due to force majeure, which shall also affect any claims for damages. This shall not affect any other claims associated with the force majeure granted to the Parties in such a case by applicable legislation.

Art. XII

Nondisclosure, drawings and technical references

1. The Parties agree to keep confidential all facts regarding the other Party and the subject-matter and performance of the Contract, of which they become aware in connection with the performance of the Contract and which are not publicly known or available. The above obligation also applies to other facts that are expressly designated by the other Party as confidential (hereinafter "**Confidential Information**").
2. Each Party undertakes to ensure that Confidential Information is not leaked, and to protect this Confidential Information. Each Party agrees not to use the Confidential Information for any purposes other than to perform under the Contract.
3. All intellectual and industrial property rights relating to the Goods belong to the Supplier and the related entities.
4. All drawings and technical references related to the Goods, which were provided by one Party to the other Party before or after concluding the Contract, remain the exclusive property of the providing Party and may be used only for the production, mounting, launch of operation and maintenance of the Goods.
5. Without consent from the providing Party, the other Party must not use these references otherwise than as specified in Art. XII of the Contract, make copies, reproduce them or provide them to third parties. A third party does not refer to the end user of the Goods, if this is not the Buyer.
6. The Parties agree to comply with their obligation of confidentiality under this article hereof for the entire term of effectiveness as well as after the termination of the Contract until the Confidential Information becomes publicly known and available without any violations of this article of the TCs.

7. If the obligation to protect Confidential Information is violated, the Party that violated the obligation shall reimburse the other Party for any damage caused by such a violation of the obligation under this article of the TCs.

Art. XIII
Dispute Resolution

1. If any dispute arises between the Parties in relation to the Contract, its application or its interpretation, the Parties shall make every effort to resolve such a dispute amicably.
2. All disputes from the Contract, including disputes related to its conclusion and validity, shall be resolved by the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic in Prague in accordance with Act No. 216/1994 Coll., on Arbitration Proceedings. The arbitral tribunal shall consist of three arbitrators. Each Party appoints one arbitrator. The third arbitrator, the Chairman of the tribunal, shall be appointed by agreement of the first two arbitrators. If these arbitrators do not reach an agreement, the chairman of the aforementioned Arbitration Court shall appoint a third arbitrator.

Art. XIV
Withdrawal from the Contract

1. Each Party shall be entitled to withdraw from the Contract for reasons set out in the Contract or for reasons listed in the relevant legislation under section 2001 et seq. of the CC.
2. Both Parties shall be entitled to withdraw from the Contract in the event of a demonstrable material breach of the Contract by the other Party as stipulated in section 2002 of the CC.
3. If the Client is authorised to pay the maximum contractual penalties pursuant to Art. IX(6) of these TCs due to the Supplier's delay, the Client may withdraw from the Contract.
4. The Parties agree that, in addition to the reasons listed in section 2002 of the CC, the following shall constitute a material breach of the Contract:
 - a) The Supplier's default in the handover of the Goods for more than 45 calendar days from the agreed delivery date;
 - b) Non-removeable and recurring defects of the Goods;
 - c) The Client's failure to pay the advance or price of the Goods in the agreed amount and by the agreed date.
5. A material breach of the Contract entitles the Parties to withdraw from the Contract with immediate effect.
6. The withdrawing Party must notify the other Party of the withdrawal from the Contract without undue delay after becoming aware of such a material breach of the Contract.
7. Unless agreed otherwise, when withdrawing from the Contract due to a non-material breach, the Party entitled to withdraw from the Contract shall give the other Party a reasonable time limit to remedy the fault (deficiencies) listed as the reason for the potential withdrawal from the Contract prior to withdrawing from the Contract. Unless the reason for withdrawal is remedied within the aforementioned reasonable time limit, the relevant Party shall be entitled to withdraw from the Contract.
8. The Client shall be entitled to withdraw from the Contract without stating a reason, in which case, however, the Supplier shall be entitled to charge a severance fee of up to 30% of the total price of the Goods excluding VAT pursuant to the Contract. In the case of customized Goods ordered by the Supplier based on the exact specifications of the Client, the Supplier shall be entitled to charge a severance fee of up to 80% of the total price of the Goods excluding VAT pursuant to the Contract. The Goods may only be returned with the written consent of the Supplier. The Goods must be returned with a copy of the accompanying document (delivery note, invoice), unused, undamaged, clean, in the original packaging, if delivered in such packaging to the Client. The Supplier is entitled to reject the Goods if the above conditions are not met.
9. Unless otherwise agreed between the Parties, each Party shall be entitled to withdraw from a Contract with repeated performance (including but not limited to a framework purchase contract) without stating a

reason for termination with a three-month notice period which begins on the first day of the month following the delivery of the notice to the other Party.

Art. XV Export restrictions

1. The Client declares that it is aware that the Goods may be subject to Czech or foreign regulations on export control, which may ban the sale, lease or other means of transfer or use of the Goods without an export or re-export permit. The Buyer undertakes to observe these valid regulations.
2. The Client also declares that it is aware of the fact that the aforementioned regulations may be changed and that they shall apply to the contractual relationship between the Supplier and Client in the version valid at the given time.
3. The Goods must not be used directly or indirectly in relation to the development of chemical, biological or nuclear weapons or any other nuclear explosive devices, their production, handling, operation, maintenance, storage, securing, identification or distribution, or in relation to the development, production, maintenance or storage of rocket systems capable of carrying such weapons. Furthermore, the Goods must not be used directly or indirectly in relation to nuclear devices, these being:
 - a) any nuclear reactor, including reactors used to equip naval or aircraft transportation equipment;
 - b) any factory using nuclear fuel for the production of nuclear material and any factory for the processing of nuclear material, including any factory for the reprocessing of radiated nuclear waste; and
 - c) any facility where nuclear waste is stored, including storage related to the transportation of such material.
4. The Goods are not sold by the Supplier and must not be offered by the Client for resale to countries to which it must not be sold, delivered, offered or exported pursuant to the valid legal regulations of the Czech Republic and the measures of the respective ministries of the Czech Republic.

Art. XVI Final Provisions

1. These TCs apply to all deliveries of the Goods by the Supplier.
2. Any relations that are not expressly regulated by the Contract and these TCs shall be governed by the relevant provisions of the CC, as amended, and the applicable INCOTERMS 2010.
3. The Contract shall be governed by the laws of the Czech Republic, excluding principles of conflicts of laws. The Parties preclude the application of the UN Convention on Contracts for the International Sale of Goods to this Contract.
4. The Parties agree that if any major changes in circumstances occur on the part of the Client after the conclusion of the Contract between the Client and the Supplier, the Client assumes the risk of such changes in circumstances in accordance with Section 1765 (2) of the CC. The Parties have agreed to preclude the application of Sections 1738, 1978(2) and 2173 of the CC.
5. Without the prior written consent of the Supplier, it is not possible to transfer, pledge or assign the Contract or any of the rights or obligations arising therefrom.
6. Should any provision of these TCs be found invalid or unenforceable, and if such a provision is severable from the remaining content of the TCs, only such a provision shall be invalid. The invalid or unenforceable provision shall be replaced with another provision, with effects which best correspond to the intended purpose of the original provision.
7. The Supplier shall be entitled to unilaterally amend these TCs without notice. The Supplier shall publish the new wording of the TCs on its website available at www.bast.cz.
8. The Client agrees to the publication of its company name in the Supplier's printed materials and promotional events.

9. Correspondence shall be sent to the Parties to the addresses specified in this Contract. If the Party knowingly thwarts the delivery of correspondence, it applies that the correspondence was duly delivered to it.
10. The Contract may only be amended upon the mutual agreement of the Parties in the same manner as in which it was concluded. Any legally binding documents for the Supplier may only be concluded and signed by the Supplier's statutory bodies. The Supplier's employees are not authorised to conclude or sign legally binding documents on behalf of the Supplier, except for cases when they are expressly authorised/empowered to do so in writing. Likewise, employees are not authorised to conclude any oral agreements or side agreements which are binding for the Supplier, which are defined as unpermitted agreements with the Client, which are not a part of the main Contract.
11. These TCs shall become valid and effective on the date of their publication on the Supplier's publicly accessible website available at www.bast.cz and shall supersede all previous Terms and Conditions for Deliveries of the Supplier's Goods.