

Standard conditions of Aimtec company

Commercial and delivery terms

1 Initial provisions / Contract structure

- 1.1 This document (Commercial and Delivery Terms) constitutes part of the Standard Conditions of the Aimtec Company. The document defines the general conditions applicable to supplies of both tangible nature (Hardware Products) and intangible nature meeting the requirements on copyright protection according to Act No. 121/2000 Coll. (Copyright Act) (Software Products) and services.
- 1.2 If any of the provisions of these Commercial and Delivery Terms is irrelevant to the subject of the Contract, such provision shall not apply. These Commercial and Delivery Terms may be further specified by other Standard Conditions of the Aimtec Company (Project Conditions, Licence Conditions, Support and Maintenance Conditions). The Contract may specify in greater detail or restrict the validity of the Standard Conditions of the Aimtec Company through modifications of particular provisions of the Standard Conditions in the Contract section entitled Special Provisions.
- 1.3 When used for the first time, defined terms hereinafter written with initial caps are explained in brackets.
- 1.4 The Supplier excludes acceptance of the offer with an addition or variation. Neither party to the Contract may transfer the rights and obligations arising under the Contract to third parties.

2 Price and payment conditions

- 2.1 The amounts payable are stated net of VAT, which shall be additionally charged as applicable under the regulations in force as of the date of taxable supply. The amounts payable for Product supplies do not include transportation costs, which shall be invoiced as incurred.
- 2.2 The Supplier shall have the right to adjust the prices of Hardware Products if the manufacturers' prices change.
- 2.3 The Supplier shall issue and dispatch a tax document (Invoice) as specified in the Contract. Unless agreed otherwise, each Invoice shall be payable within 14 days of the Invoice delivery date and the sum due shall be paid by bank transfer to the Supplier's account specified in the Contract. In case of ambiguity, the Invoice shall be deemed to have been delivered at the latest on the third business day following the date of demonstrable dispatch of the Invoice by the Supplier to the Customer's address. Invoices shall be sent to the Customer's registered office address.
- 2.4 Any price discount granted shall apply to the entire Contract volume. In case of Contract termination by either party the amount of discount granted for the deliverables completed by the termination date shall be charged to the Customer.
- 2.5 Should the Customer default on the payment of any amounts due to the Customer, with payments overdue for more than 30 days, the Supplier may, upon prior notification of the breach of obligations on the Customer's part, suspend the Supplier's work under the Contract or, as the case may be, temporarily discontinue the provision of services under other contracts or purchase orders until the amounts outstanding have been paid in full. The Supplier shall not be deemed to be in default during the period of the exercise of this right. In the event that the Supplier cannot resume work in the manner agreed to in the Contract or in the event that additional costs beyond those specified in the Contract arise in connection with the resumption of work, the Supplier shall assess such additional costs and submit them to the Customer for Acceptance within 14 days of the date when the reasons for work suspension ceased to exist. Should the Customer refuse to accept the additional costs, the Supplier may terminate the Contract.

3 Performance/delivery terms

- 3.1 The Supplier shall perform the subject of the Contract within the deadlines specified in the Contract in the form of partial supply.
- 3.2 Neither party shall be liable for any delay due to circumstances excluding liability. The circumstances excluding liability are solely limited to the period of time during which the cause of such circumstances is in effect.
- 3.3 Should the Customer fail to duly cooperate with the Supplier in performing the Contract, the delivery term specified in the Contract shall be extended by the delay in providing such cooperation plus another 20 working days. The Supplier's notification of the Customer's failure to provide the expected cooperation shall be duly delivered to the Customer.

- 3.4 Standard working hours are understood to be from 9:00 a.m. to 5:00 p.m. Central European Time (CET) on workdays, i.e. all calendar days except Saturdays, Sundays and official public holidays in the Czech Republic.

4 Place of performance

- 4.1 The place of Contract performance shall be the Customer's registered office or the Customer's plant. In cases where it is possible to perform certain tasks at the Supplier's registered office or the Supplier's plant or using remote access, the Contract work may be performed in that manner as well.

5 Penalties

- 5.1 Should the Supplier be in delay with the performance of any Service Stage where such delay cannot be attributed to the Customer, the Customer may claim a penalty of 0.03% of the price of the Stage concerned for each day commenced day of delay. The penalty, however, shall not exceed 20% of the Stage price or other partial supply in aggregate.
- 5.2 Should the Customer be in delay with payment of any amount due to the Supplier, the Supplier may claim a penalty of 0.03% of the amount in arrears for each commenced day of delay.

6 Delivery of documents

- 6.1 Delivery of a document shall be deemed to have taken place if the document is handed over to the other party in the manner specified in the following paragraphs. When the document is handed over in person, the date of delivery shall be taken to be the date on which the document was demonstrably handed over to the receiving party. When sending a document by post or a courier service, the date of delivery shall be taken to be the third working day from the day on which the document was demonstrably sent by the sending party to the address of the registered office or plant of the receiving party.
- 6.2 When sending a document within the Czech Republic via data boxes using the Postal Data Message service, the date of delivery shall be taken to be the date on which the message was delivered to the data box of the receiving party.
- 6.3 When sending a document by electronic mail, the date of delivery shall be taken to be the date on which the document was demonstrably sent to the receiving party.
- 6.4 When sending a document by means of publishing it on a shared portal, the date of delivery shall be taken to be the next working day from the date on which the document was demonstrably published.

7 Handover / takeover / acceptance

- 7.1 Handover is a process whereby the Acceptance of the subject of the delivery by the accepting party takes place. The party performing the Handover hands over the subject of the delivery along with the Acceptance Report to the accepting party. After the subject of the delivery has been supplied, the accepting party shall give Acceptance with no further Requests, or with Requests that do not prevent its takeover (Non-critical and Minor Requests). An additional period of time shall be provided by the accepting party for the resolution of Non-critical and Minor Requests.
- 7.2 If any Requests preventing Acceptance arise during the takeover of the subject of the delivery (Critical Requests), the accepting party shall list these in the Acceptance Report and add the statement that it does not agree to Acceptance. Thus, Acceptance shall not take place and the party performing the Handover shall be granted an additional period for remedy and the process of Acceptance shall subsequently be repeated.
- 7.3 If the accepting party neither gives Acceptance without further Requests or Acceptance with Requests that do not prevent Acceptance, nor refuses to give Acceptance within five working days of the delivery of the Acceptance Report, Acceptance shall be deemed to have taken place.
- 7.4 In cases where the nature of the matter makes it useful to do so (e.g. during the Handover of Hardware Products via a courier service, during Handover in the form of a confirmation in the Project Report, etc.), the Acceptance Report may be replaced with another, similar document.

8 Warranties

- 8.1 Unless stated otherwise in the Contract, the Supplier provides a warranty for Hardware Products under the warranty terms specified by the manufacturer. Warranty terms of Service are usually available on the manufacturer's website or enclosed with the Product. All requests for warranty repairs of Hardware Products should be administered through the Repair Portal application at <https://sd.aimtecglobal.com/repair>. For warranty repairs, the Customer is responsible for arranging transport of the Product to the Supplier's registered address.
- 8.2 Warranty for Software Products shall be provided subject to the Maintenance Conditions after the Customer has paid the software maintenance fee.
- 8.3 Warranty for Services shall be provided for a period of 90 days starting from the date on which the system is put into Productive Operation. The Customer shall use the ServiceDesk application to report in a demonstrable way (Warranty Requirement) any defect in the Works or Software Product and monitor the remedy. The defect shall be proved by the Customer and its existence shall be verifiable by the Supplier.
- 8.4 During the process of defect identification and remedy, the Customer shall provide the necessary assistance. Such assistance shall be taken to include also the provision of application data for analytic purposes.
- 8.5 The Supplier shall commence to resolve the Warranty Claim within 14 days of its reporting by the Customer. A shorter response period may be agreed in the Support and Maintenance Provision Contract.

- 8.6 The Supplier may claim compensation of the costs reasonably incurred by the Supplier in connection with the resolution of an unjustified Warranty Claim in the event that the defect was due to the Customer's use of a third-party product or the Customer did not use the latest updated version of the Software Product that eliminates the defect.
- 8.7 The Supplier shall not be liable for defects that arise as a result of incorrect or incomplete data or defects that arise from the fact the Customer did communicate to the Supplier all information, circumstances and facts the knowledge of which is necessary for contract performance or defects that arise from the fact that the Customer failed to provide due assistance. The Supplier shall not be liable for defects that occur as a result of the End Users not properly operating the information system.

9 Copyright, transfer of rights

- 9.1 If during the Contract term the Supplier creates products subject to copyright protection as defined in the Copyright Act (Software Products), the Supplier shall grant to the Customer a non-exclusive licence to use the Software Products provided that the Customer pays the associated licence fees defined in the Contract and uses such products for its own business purposes. The scope of the licence is defined in the Contract. The Customer may copy the system programs in observance of the provisions of Section 13 of the Copyright Act, i.e. to the extent such copies are necessary to facilitate the installation of the program and its storage in computer memory, as well as its visualisation, operation, transfer, and the creation of backup copy of the program.
- 9.2 The Customer shall not infringe the copyright to the Software Products provided. In particular, the Customer shall not translate, process, adjust or otherwise modify the licensed program or combine it with other programs, all of the above with the exception of the operations or activities explicitly permitted by the mandatory provisions of the Copyright Act, which shall prevail over these limitations. The Customer shall not have any other ownership rights to the Software Products, in particular those referred to in Sections 14, 15 and 16 of the Copyright Act regarding Product dissemination, lease and lending, and in Section 48 of the Copyright Act concerning third-party authorisation.
- 9.3 In the event that the Customer is obliged to make available certain products so that the Supplier is able to perform the Contract, and such products are subject to copyright protection as defined in the Copyright Act or contain confidential information or information constituting trade secret, the Customer shall ensure that such products are free of legal defects. Should the Customer fail to provide such products, the Supplier shall not be obliged to perform the Contract, whereas the provisions of Clause 2.4 of the Commercial and Delivery Terms shall apply in a similar manner.
- 9.4 The Customer shall acquire ownership right to Hardware Products upon delivery EXW.

10 Information protection

- 10.1 Information concerning project management and organisation, identified in the document entitled Project Management and Organisation Terms, as well as other information disclosed to the Customer either directly or indirectly in connection with the Contract negotiations or performance, shall constitute confidential information under the Contract. In particular, unless it constitutes trade secret, the following information shall be considered confidential:
- 10.1.1 Technical and commercial data and other information not in the public domain such as know-how, software function descriptions, algorithms, computer programs, process descriptions, designs, program documentation, concepts and specifications;
- 10.1.2 Analyses, documents, contracts and solutions constituting parts of or underlying information for project solutions;
- 10.1.3 Other information classified as confidential by the Parties.
- 10.2 Each Party may use confidential information solely for its own purpose and shall not disclose such information to any third party, except to the extent that specific information is required to be disclosed under applicable law or upon prior written agreement from the other Party. The Parties shall protect confidential information using procedures commonly applied for the purpose. This obligation shall survive the termination of the Contract. Each Party may require that the other Party provide proof of sufficient protection of confidential information. The Parties shall ensure that the information confidentiality requirement is duly observed by their employees and representatives.
- 10.3 Disclosure of confidential information to third parties is subject to written consent being granted by the other Party, except to the extent such disclosure is required to meet legal obligations.
- 10.4 The very existence of the Contract and the fact of collaboration between the Parties shall not be deemed to be confidential information, particularly for the purpose of references.
- 10.5 At the request of the other Party, the first Party shall return or destroy at its own expense, within 15 days of receipt of such request, any and all documents containing the other Party's trade secret and confidential information provided to the first Party in connection with the provision of Services in whatever form.
- 10.6 If a Party causes damage to the other Party by breach of these provisions, that Party shall be liable for the damage according to general legal regulations.

11 Personal data protection

- 11.1 During the provision of services, the Supplier may gain access to personal data controlled by the Customer.
- 11.2 In the event of any processing of personal data of this type, the Supplier shall determine the purpose and means of processing the personal data, as specified in Article 4(7) of the General Data Protection Regulation (GDPR). Access to and, as the case may be, the processing of the personal data only occurs as part of the services provided by the Supplier and only if absolutely necessary. For this reason, the Supplier acts in the capacity of the Personal Data Controller.
- 11.3 The sole purpose of processing personal data specified in Clause 11.1 above shall be the provision of services to the Customer, as defined in the Contract.

11.4 The Supplier hereby assumes responsibility for the processing of personal data within the scope and to the extent of the provision of services as the Personal Data Controller, as provided for in the executed Contract and legal regulations governing personal data protection.

11.5 Detailed principles of personal data processing are available at www.aimtecglobal.com/gdpr.

12 Governing law and language

12.1 The Contract shall be governed by the laws of the Czech Republic. The District Court in Pilsen, Czech Republic, shall be the competent court.

12.2 The binding Contract, amendments thereto and any documents required to be delivered to the Customer as the underlying documents for Acceptance, shall be executed in the Czech or the English language upon agreement between the Parties. Working documents may be written in English.

13 Liability

13.1 The Supplier shall be liable for damages caused by a breach of its obligations. The Parties have agreed that the maximum total foreseeable amount of damage that could be sustained shall not exceed the total price paid for the work as a maximum. The actual damage incurred shall be compensated for in the amount of damage proven to have been sustained, up to the above mentioned maximum total foreseeable amount of damage.

13.2 Each Party shall ensure that the Software Products and other information and documents provided by them to the other Party are free of legal defects. Should a claim for compensation of damages be raised against that other Party due to an alleged breach of this obligation, the injured Party shall notify without undue delay the Party that caused the breach, who shall, at its own cost, remedy the breach to the extent acceptable to the injured Party.

13.3 The injured Party shall request the other Party to remedy any breach of contractual obligations before requesting a third party to do so.

14 Contract termination

14.1 The Supplier may terminate the Contract if the Customer is in arrears with the payment of the Supplier's Invoices or if the Customer is in arrears with fulfilling its obligations under the Contract (especially if the Customer fails to comply with project management conditions) for more than 30 days and does not provide a remedy within 15 days from the date of delivery of a notice informing the Customer of such delay.

14.2 The Customer may terminate the Contract if the Supplier is in arrears with the performance of the Contract for more than 30 days and does not provide a remedy within 15 days from the date of delivery of a notice informing the Supplier of such delay.