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**APEX pro gaming s.r.o.**  
**General Terms and Conditions, valid from 01/08/2022**

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**1. Basic Provisions**

1.1. These general terms and conditions for sales, services, loans and deliveries (the "**General Terms and Conditions**") are binding for the sale, loan or delivery of goods by the company APEX pro gaming s.r.o. to its contractual partners and are binding for all trade relations with such contractual partners.

1.2. The application of the general terms and conditions of contractual partners of the company APEX pro gaming s.r.o. to legal relations regulated by these General Terms and Conditions is expressly excluded.

1.3. Any explicit written agreements with contractual partners which differ from these General Terms and Conditions shall take precedence over the provisions of these General Terms and Conditions.

1.4. For the purposes of these General Terms and Conditions, the following terms shall have the following meaning:

**"Contractor"**: The company APEX pro gaming s.r.o. as a seller, lender or service provider.

**"Contractual Partner"**: A buyer, borrower or service recipient of the Contractor as well as a potential buyer, potential borrower or potential service recipient of the Contractor.

**"Subject of Performance"**: Goods and services that shall be sold, loaned or provided to the Contracting Partner by the Contractor based a respective contract (and these General Terms and Conditions).

**"Goods"**: The products, wares, merchandise (including loans) specified by the Contractor for sale or loan, namely hardware ("**HW**"), software ("**SW**"), consumable goods, auxiliary goods, spare parts, documentation etc.

**"Pricelist Price"**: Price according to the Contractor's pricelist.

**2. Conclusion of the Contract**

2.1. Each contract between the Contractor and the Contractual Partner is concluded by the Contractual Partner's acceptance of the Contractor's offer or by the Contractor's confirmation of the Contractual Partner's order to the extent and under the conditions of such confirmation.

2.2. These General Terms and Conditions shall always form part of the Contractor's offer or confirmation.

2.3. If the Contractor's offer does not precede the Contractual Partner's order,

the Contractual Partner shall be informed of these General Terms and Conditions with the order confirmation, unless the Contractual Partner has knowledge or should have knowledge of their content from previous business relationship with the Contractor. Any objection to these General Terms and Conditions is deemed to be an order cancellation by the Contractual Partner, and the Contractor shall be informed thereof within three working days from his order confirmation.

- 2.4. The Contractual Partner's order may be placed by post, fax, or electronically (usually by e-mail). It may also be done orally or by telephone.
- 2.5. Every order by the Contractual Partner shall consist of the following fundamental requirements:
  - Contractual Partner's company name, business address, registration number, tax identification number (for companies registered as VAT payers) and other company details;
  - Name of a person authorized to act on behalf of the Contractual Partner, his/her e-mail address and telephone number;
  - Definite and detailed specification and quantity of the Subject of Performance; and
  - Proposed delivery terms (particularly, place and term of delivery).
- 2.6. For orders placed orally or by telephone, it is sufficient if the identity of the Contractual Partner, the Subject of Performance and a delivery deadline are specified in sufficient detail.
- 2.7. All personal data of the Contractual Partner (and/or its employees) obtained during such order process will be carefully stored and used by the Contractor solely on the basis of good business practices in order to successfully conduct business, all in accordance with GDPR and respective national data protection legislation.

### **3. Payment of Purchase Price, Payment Conditions and Retention of Title**

- 3.1. For each Subject of Performance, the Contractual Partners is obliged to pay the agreed purchase price. Unless otherwise agreed between the Contractor and the Contractual Partner, such purchase price is due without any deduction within 14 days from the date of the Contractor's invoice. Payments shall be made by the Contractual Partner via bank transfer prior to the delivery of the Subject of Performance, unless otherwise agreed between the Contractor and the Contractual Partner. The payment is deemed to be properly settled if the amount was credited to the Contractor's bank account prior to or on the due date. VAT is added to the purchase price according to the applicable statutory provisions. The purchase price is understood as EXW price, and may be stated in foreign currency.

- 3.2. The ownership title on the Goods remains with the Contractor as long as the whole purchase price including all ancillary costs hasn't been paid in total by the Contractual Partner. Before complete settlement of the purchase price, the Contractual Partner is not entitled to encumber the Goods with rights of third persons, namely neither materially or contractually or to purloin the Goods. For the duration of such title retention right, the Contractual Partner is obliged to keep the Goods with appropriate care and to show the Goods separately from his own goods as the property of the Contractor. For the avoidance of doubt, the title retention right pursuant to this section does not affect the pass of the peril of loss or damage of the Goods to the Contractual Partner with the time of delivery.
- 3.3. Should the Contractual Partner not pay particular invoices or related taxes by the due date, the Contractor is entitled to terminate the contract and the Contractual Partner shall in such case be obliged to return the Goods delivered by the Contractor, whereas the Contractor has the right to transport such Goods from the place where they are located either by himself or by a third party at the costs of the Contractual Partner. The Contractual Partner shall cooperate in this process in an appropriate manner and shall particularly allow the Contractor or the third party authorized by the Contractor access to the business premises of the Contractual Partner (or other places where the Goods are located) for the purpose of regaining such Goods. For the avoidance of doubt, (i) the Contractual Partner has no right to claim any lien / title retention right on the Goods, and (ii) the provisions of this section do not affect the Contractor's right to claim damages from the Contractual Partner.
- 3.4. In the event of default in payment (and irrespective of the provisions of the foregoing section), contractual default interest of 0.1% of the amount owed by the Contractual Partner for each day of payment default is agreed. Should there be any uncertainty about the date of invoice delivery, the invoice shall be considered delivered on the third day after its dispatch. The Contractor is entitled to collect the contractual interest from the Contractual Partner together with the unpaid part of the purchase price. The Contractual Partner's default to pay his financial obligations arising either from the contract or from any other business relationship between the Contractor and the Contractual Partner shall entitle the Contractor to suspend / postpone the delivery of the Goods according to the contract until full payment settlement. The time of delivery of the Goods is extended by this time period.
- 3.5. The Contractor is entitled to change the prices stated in the price offer at any time, whereas already agreed prices may be changed only if a change in conditions affecting pricing occurs between the time of the conclusion of the contract and the delivery of the Goods, particularly in the following cases:
- the exchange rate of CZK to EUR is changed by more than 2.0% on the day of issuing the invoice in comparison to the CZK to EUR exchange

rate valid on the price offer sending date, whereas for the purposes of calculating the exchange rate difference, the "foreign exchange – sale" rate of the bank of the Contractor shall be decisive;

- after the date of dispatch of the price offer, new administrative charges have been levied which may affect the price (import surcharge, customs duties etc.); or
- changes were made in state taxes, raw materials, labor and social security contributions, affecting the price for the Goods.

In case of a price increase after the conclusion of the contract, the Contractual Partner is entitled to terminate the contract within 3 working days from announcement of the new purchase price; concurrently, the Contractor is not entitled to demand payment of a cancellation fee or compensation of loss arising from the Contractual Partner's order cancellation.

#### **4. Delivery Terms**

- 4.1. The Contractor will deliver the Goods within the agreed delivery term. The Contractual Partner undertakes to cooperate in a proper and timely manner and to accept and take over the Goods within the agreed delivery term. Unless agreed otherwise, the business premises of the Contractor shall be considered the delivery place. The Contractor is not responsible for loading of the Goods to the means of transport ordered by the Contractual Partner. The risk of loss and damage of the Goods passes to the Contractual Partner immediately after handing over of the Goods to the Contractual Partner. The delivery terms are based on the EXW acceptance clause (according to INCOTERMS 2020). Should the delivery of the Goods to the Contractual Partner be agreed to a place different from the business premises of the Contractor, the transport shall be carried out at the expense and risk of the Contractual Partner. The Contractual Partner is obliged to provide the Contractor with the necessary information about the contracted carrier at least two days before the transportation day. Together with the Goods, the Contractor shall hand over to the Contractual Partner also the accompanying documentation. The Contractor is not obliged to insure the Goods. Partial deliveries of the Goods are allowed.
- 4.2. Should the Contractual Partner decline to take over the Goods on the delivery date or doesn't take them over on the agreed date, the Contractor shall be entitled to withdraw from the contract or to store the Goods at the Contractual Partner's expense. In case of such storage, the purchase price, irrespective of the relevant provisions in the contract, becomes due no later than on the day the Goods are placed in storage. The Contractor is in such case entitled to exercise the lien / title retention right on the Goods until full payment of the purchase price and storage costs by the Contractual Partner.
- 4.3. The Contractual Partner is obliged to take over the Goods and to check the conformity of the quantity and type of the Goods with the delivery note or

with the issue slip without undue delay, and, if necessary, to detect evident damage to transport covers or to the Goods.

- 4.4. Should the Contractual Partner ascertain deviations from the delivery note or from the issue slip or potential evident damage to the transporting covers or to the Goods, he is obliged to report this forthwith to the Contractor or to the carrier of the Goods, and to record it in written form on the delivery note or on the issue slip, respectively on the carrier's delivery note.
- 4.5. Should the Contractual Partner ascertain a deviation in the amount and/or type of the Goods, he is obliged to notify the Contractor about such defect without undue delay and at the latest within two working days from the hand-over date. The Contractor is not obliged to consider later complaints of this type.
- 4.6. The Contractual Partner is obliged to check the serial numbers of the Goods by means of a note on the delivery note or on the issue bill when taking over the Goods, when inspecting it and after it has been switched on. In case of deviation in the serial numbers of the Goods, the Contractual Partner is obliged to notify the Contractor of the ascertained difference within three working days from the date of taking over the Goods the latest. The Contractor will thereafter arrange for the repair and send a new delivery note or issue slip within ten working days. Should the Contractual Partner fail to notify the difference in time, the difference between the product serial number and the serial number stated in the delivery note may be the argument for declining the claim.

## **5. Order Cancellation by the Contractual Partner / Withdrawal from the Contract**

- 5.1. Subject to section 5.2 below, the Contractual Partner is entitled to full or partial withdrawal order cancellation until the scheduled date of delivery of the Goods.
- 5.2. In case of an order cancellation pursuant to section 5.1 above, the Contractor is entitled to charge the Contractual Partner a cancellation fee in the amount of up to 50% of the purchase price for the Subject of Performance or of its cancelled part to cover the costs actually incurred as well as the damages incurred in connection with the order cancellation.
- 5.3. The Contractor is entitled to terminate the contract in case of a material violation of contractual provisions (including these General Terms and Conditions) committed by the Contractual Partner. Before doing so, the Contractor shall notify the Contractual Partner thereof in writing and enable the Contractual Partner to remedy the consequences of the breach of contract and to duly perform the contract within a reasonable period of time.

## **6. Installation of the Subject of Performance, Intellectual Property, Entitlement to read Data**

- 6.1. Should the Contractual Partner request an installation of the Subject of Performance, such installation shall be carried out against special remuneration, usually at the time of delivery of the Subject of Performance or within the period agreed with the Contactor's authorized person.
- 6.2. Unless otherwise agreed between the parties, the Contractor will not transfer any intellectual property rights to the Contractual Partner in the course of their business relationship and does not grant the Contractual Partner any license to such intellectual property rights. The Contractual Partner is prohibited (i) to reproduce or imitate any purchased Goods without the prior written consent of the Contractor, (ii) to modify the source code of any software delivered with the purchased Goods or to make any copies without the prior express written consent of the Contractor, or (iii) to separately exploit or reproduce programs delivered by the Contractor. Further, the Contractual Partner is entitled to use the trademarks of the Contractor only based on an explicit written consent of the Contractor.
- 6.3. The Contractor is entitled to read telemetry or similar data through the software and/or the system in particular from the protocols implemented in gaming equipment purchased by the Contractual Partner under the contract for market and/or product evaluation purposes as well as for service, maintenance and/or payment term purposes at any time and to store and use this data. To the extent required, the parties shall enter into a separate data processing agreement in this respect, and the Contractual Partner shall issue, respectively obtain, any and all documents, statements and consents required from data protection perspective.

## **7. Packaging**

- 7.1. The Contractor will package the Goods in a standard way, that it considers appropriate, unless other packaging is specified in the contract.

## **8. Liability for Damages**

- 8.1. The Contractor is not liable to the Contractual Partner for damages caused by:
- maintenance of the Subject of Performance by a person different from the Contractor or a person authorized by the Contractor; and/or
  - improper or inadequate use of the Subject of Performance by the Contractual Partner.
- 8.2. Further, the Contractor shall not be liable for any delay or damages caused by force majeure, whereas for the purposes of these General Terms and Conditions "**force majeure**" *inter alia* means the following events which

prevent or render the execution of delivery disproportionately difficult: natural disasters, elemental catastrophes, epidemic, war, mobilization, terrorist attacks, civil disturbances, expropriation, state restrictions, prohibitions or other legal restrictions, strikes, traffic blocks, import and export restrictions, industrial accidents or other similar facts, that happened without any influence or control of the Contractor.

- 8.3. In the case of a force majeure event, the Contractor has the right to cancel or postpone an order or the execution of the contract itself. The Contractual Partner shall in such cases not be entitled to claim any compensation for any damage connected with such circumstance. In case of such force majeure event lasting longer than six months, both parties have the right to terminate the contract.
- 8.4. The Contractor's liability is limited to malice and gross negligence (i.e. the Contractor's liability for slight negligence is excluded).
- 8.5. Further, the Contractor's liability in any case is capped with the purchase price for each individual Contractual Partner's order, regardless of whether the Contractual Partner places an order under the existing contract or on stand-alone basis.
- 8.6. The Contractor's liability for loss of profit or any other kind of consequential damage is excluded.
- 8.7. All claims for compensation for damage shall become time-barred and foreclosed after the expiry of one year from the hand-over date.

## **9. Liability for Defects / Rights from Defect Performance**

- 9.1. The liability for defects covers individual Goods specified on the invoice or on other billing document as well as on the corresponding delivery note or on the issue slip (where serial numbers of delivered Goods are noted).
- 9.2. The liability for defects doesn't cover the sale and delivery of used Goods.
- 9.3. The liability for defects further does not cover the wear of the Goods caused by its common use nor defects that were the basis of a discounted purchase price.
- 9.4. Upon taking over the Goods, the Contractual Partner is obliged to notify the Contractor in writing of all evident defects of the delivered Goods and to demand, without undue delay, but at the latest within three working days from the takeover of the Goods, elimination of the defects of Goods, otherwise he is not entitled to make claims against the Contractor based on evident defects of Goods; this shall have no effect on the provisions of Art. 4 paragraph 5 and 6. In the event of a hidden defect, the Contractual Partner is obliged to inform the Contractor in written form thereof without undue delay, but at the latest within five working days from becoming aware of the hidden defect. Otherwise, the Contractual Partner is not entitled to any rights

arising from the defective performance.

- 9.5. The Contactor shall only be liable for defects of the Goods if the Contractual Partner provides evidence that the Goods were already defective at the time of delivery. The Goods are defective if their quantity, quality or manufacturing does not comply with the contract, respectively the confirmed order, or the quality and manufacturing common for such Goods.
- 9.6. After a timely notification of defects in accordance with the above, the Contractor will without undue delay remedy the notified defects of Goods at his discretion, namely by repair, delivery of new Goods free of defects or by granting a reasonable discount from the purchase price. Should the Contractual Partner inform the Contractor about the defects of the Goods and it subsequently turns out that there are no defects of Goods for which the Contractor is liable, the Contractual Partner shall reimburse the Contractor incurred for the costs.
- 9.7. The application of Section 2108 of the Act no. 89/2012 Coll. of the Civil Code is herewith excluded.
- 9.8. The Contractual Partner is not entitled to terminate the contract due to alleged defects of Goods if he has not notified the Contractor of such defects of Goods in accordance with the above, respectively in case such defects of Goods are not material, it being understood that if it is possible to repair the Goods or to replace the defective Goods with substantive goods, the respect defect shall not be considered a material defect. The contract termination is excluded unless the Contractual Partner is able to return the Goods in the same condition in which he took them over.
- 9.9. The Contractor is not responsible for indirect subsequent loss, turnover loss or lost profits in connection with defects of Goods. The responsibility of the Contractor under no circumstances exceeds the purchase price of the Goods that is subject to the defect.
- 9.10. The Contractual Partner acknowledges that the purchased Goods may either be fully used or refurbished. In this case, the Contractual Partner is not entitled to a warranty. This does not apply to new purchased Goods that may contain used or refurbished parts.

## **10. Quality Guarantee**

- 10.1. The Contractor provides a quality guarantee for individual Goods as well as other Subjects of Performance specified on the invoice or on other billing document as well as on the corresponding delivery note, i.e. on the delivery note or on the issue slip where serial numbers of delivered Goods are noted, for a period of 12 months.
- 10.2. The guarantee does not cover sale of used Goods.
- 10.3. The guarantee further does not cover the wear of the Goods caused by its



common use nor defects that were fundamental for negotiation of a discounted price.

- 10.4. A guarantee claim won't be accepted by the Contractor with respect to Goods where the relevant warranty sticker was destroyed.
- 10.5. The guarantee period pursuant to section 10.1 above commences on the date of transfer of risk of the Goods to the Contractual Partner. The Contractual Partner is obliged to notify the Contractor of the defects on the Goods subject to the guarantee and to specify the evidence of the defects immediately after their discovery.
- 10.6. The guarantee does not cover defects of Goods caused by improper interventions of the Contractual Partner or third persons, as well as defects of Goods for which it cannot be proved that they have been caused by the use of defective material, incorrect construction or defective processing. Further no guarantee claims can be raised with respect to defects caused by improper maintenance, non-observance of operating manuals, immoderate straining, mechanical damage, use of inappropriate devices for operation, chemical and electrolytical impacts and all other impacts that were not caused by the Contractor.

## **11. Complaint Procedure**

- 11.1. The Contractual Partner is obliged to claim the guarantee by transporting the defected Subject of Performance to the Contractor and (additionally) submitting a written claim to the Contractor (via regular mail, fax or e-mail), specifying the defect as detailed as possible. The place of the complaint shall in any case be considered the Contractor's business premises.
- 11.2. When raising a guarantee claim, the Contractual Partner is further obliged to prove the purchase of the Subject of Performance from the Contractor by providing the invoice together with the delivery note or servicing record or issue slip (with the noted serial number of the Subject of Performance).
- 11.3. Due to the risk of possible damage to the Subject of Performance during transport, the Contractor accepts only guarantee claims on packaged Subjects of Performance, which (if possible) are packaged in the original packing. Should the Contractual Partner not deliver the Subject of Performance in the original packaging, it is recommended to use other appropriate packaging that meets the requirements for such transport of goods.
- 11.4. If the guarantee is not accepted, the Contractual Partner may request a charged service. The Subject of Performance will not be serviced without the Contractual Partner's agreement. In lack of such agreement, the Subject of Performance will be sent back to the Contractual Partner. This doesn't affect the right according to section 9.6 above.

## **12. Servicing Procedure**

- 12.1. Should the Contractual Partner request service of the Goods which is not a claim of the Contractual Partner based on defective performance or the guarantee, the Contractual Partner is obliged to do so in written form (by regular mail, fax or e-mail) sent to the Contractor's servicing place.
- 12.2. The written request must at least include the following: Contractual Partner's contact details, e-mail address, phone number and delivery address.
- 12.3. The Contractual Partner may in his request also specify further requirements for the servicing process, such as e.g.:
- A) Whether he wants to be informed about the costs of the servicing work;
  - B) Whether he decides on an upper limit of the servicing costs; and/or
  - C) Whether he requires a standard way of servicing.
- 12.4. Based on the above requirements, the Contractor issues an RMA number to the respective service order. The Contractual Partner is obliged to mark the Goods with this number before dispatching it.
- 12.5. Should the Contractual Partner not specify the servicing order, the Goods will be serviced in a standard way, i.e. for a price up to a maximum of 75% of the new Goods' price. Should the servicing costs be higher than this limit, the Goods will not be serviced, respectively repaired, but rather returned to the Contractual Partner.
- 12.6. If it is not a claim based on defective performance or the warranty, and the Goods are not repaired in accordance with the foregoing section 12.5, the Contractual Partner will be charged for the diagnostics according to the valid price list.
- 12.7. Any changed/damaged parts are the property of the Contractor after service.

## **13. Contract on Loan**

- 13.1. The Contractor as the lender shall provide the Contractual Partner as borrower with components of slot machines and video-lottery terminals for temporal use free of charge.
- 13.2. The type and quantity of the borrowed Goods are specified in the respective loan documents (issue slips, delivery notes).
- 13.3. The Contractual Partner is entitled to use such borrowed Goods as spare parts or for testing purposes. He may not use these Goods for other purposes, unless the parties have agreed otherwise in written form.
- 13.4. The loan period shall be agreed separately for each individual Good, whereas the returning date and place shall be stated in the relevant loan

documents. In case of use of borrowed Goods contrary to the terms of the contract or these General Terms and Conditions, the Contractor may demand the premature return of such Goods. Should the Contractor inevitably need the borrowed Goods earlier for a reason not foreseeable at the time of contract conclusion, the Contractual Partner is obliged to return such Goods without undue delay upon legitimate request.

- 13.5. In case the borrowed Goods are not returned to the Contractor properly and in due time, the Contractual Partner is obliged to pay to the Contractor a contractual penalty in the amount of one thirtieth (1/30) of the current Pricelist Price of non-returned Goods (including VAT) for each day of delay. The total amount of all contractual penalties may, however, not exceed the current Pricelist Price of the non-returned Goods (including VAT). Decisive for the current Pricelist Price determination is the date when the borrowed Goods were to be returned to the Contractor.
- 13.6. The loan period may only be prolonged in a written agreement of the parties, whereas an expression of will of both parties in e-mail messages shall suffice.
- 13.7. The Contractual Partner is obliged to compensate the Contractor for the costs of common maintenance of the borrowed Goods which had to be spent in connection with the loan. The Contractual Partner is further obliged to protect the borrowed Goods from loss, destruction, or the occurrence of any other damage. Should during the loan period the borrowed Goods be lost, destroyed, or otherwise be damaged, the Contractual Partner is obliged to compensate the Contractor for the damage incurred. The Contractual Partner may not relieve himself of this obligation.
- 13.8. The Contractual Partner may transfer the borrowed Goods to a third person for temporal use only with written consent of the Contractor. The Contractual Partner may, however, not transfer the ownership title on the borrowed Goods to another person.
- 13.9. The provisions of sections of these General Terms and Conditions regarding delivery terms, contract cancellation, installation of the Subject of Performance, intellectual property, packaging and liability for damages shall be applied *mutatis mutandis*.

## **14. Confidentiality**

- 14.1. All information given by the Contractor to the Contractual Partner as part of their business relationship is confidential. The Contractual Partner is not entitled to disclose such information to third persons or to use them for his own use contrary to the purpose of its disclosure, regardless of whether a contract indeed is signed between the Contractor and the Contractual Partner or not. Breach of this obligation entitles the Contractor to compensation for all damages caused by the breach of this provision.

## **15. Documents Delivery**

- 15.1. All documents, announcements and other notifications to be delivered, shall be delivered to the address indicated in the contract / order header, or to the Contractual Partner's address stated in the relevant business or trade register.
- 15.2. Should the Contractual Partner not collect the document, announcement or other notification within the deposit period, the document, announcement, or other notification is deemed to have been delivered three days after the deposit.

## **16. Personal Data Processing and Protection**

- 16.1. Personal data processing and protection shall always be performed in compliance with GDPR and respective national legislation. Personal data exchange and processing shall always be performed with ensuring their security and protection with regards to the data subject's rights. For transfer and processing of personal data in accordance with the contractually agreed purpose, the transferring and/or acquiring party are always obliged to inform the data subject and to obtain his/her consent; this all under condition that it is required by applicable legal restrictions and to the extent required by these restrictions.

## **17. Export Regulations**

- 17.1. The Contractor's obligation to fulfil the contract is subject to the provision that the fulfilment is not prevented by any impediments arising out of national and international foreign trade and customs requirements or any embargos or other sanctions.
- 17.2. If the Contractual Partner transfers Goods or parts of the Goods delivered or performed by the Contractor to a third party, the Contractual Partner shall comply with all applicable national and international (re-)export control regulations.
- 17.3. Prior to any transfer of Goods provided by the Contractor to a third party the Contractual Partner shall in particular ensure that:
- a) there will be no infringement of an embargo imposed by the European Union, by the United States of America and/or by the United Nations, also considering the limitations of domestic business and prohibitions of by-passing;
  - b) the Goods are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided;

and

- c) the regulations of all applicable sanctioned party lists of the European Union, the United States of America and/or the United Nations concerning the trading with entities, persons and organizations listed therein are considered.

17.4. If required to conduct export control checks, the Contractual Partner shall, upon request by the Contractor, promptly provide the Contractor with all information pertaining to the respective end-customer, destination and intended use of Goods (or parts thereof), as well as information on any export control restrictions existing.

17.5. The Contractual Partner shall indemnify and hold the Contractor harmless from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any non-compliance with export control regulations by the Contractual Partner, and the Contractual Partner shall compensate the Contractor for all losses and expenses resulting thereof, unless such non-compliance was not caused by fault of the Contractual Partner.

## **18. General Provisions**

18.1. The contract, or its subject matter, shall be subject to the substantive laws of the Czech Republic. The application of its conflict of law rules and the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

18.2. The rights and liabilities between the Contractor and the Contractual Partner shall be governed by the contract wording, these General Terms and Conditions, and – in cases the relevant subject matter is not specified in the contract or in these General Terms and Conditions – by the relevant provisions of the Czech Republic legislation, namely Act no. 89/2012 Coll., the Civil Code, as amended from time to time.

18.3. Pursuant to Section 89a of the Act no. 99/1963 Coll., Civil Code, the District Court in Ceske Budejovice, or in case of regional jurisdiction, the Regional Court in Ceske Budejovice, shall have jurisdiction to settle disputes arising in connection with the legal relationship governed by these General Terms and Conditions, unless the exclusive jurisdiction is determined by the law.

18.4. The text of these General Terms and Conditions is made available to the Contractual Partner together with the submission of the price offer. Further, the publication of these General Terms and Conditions on the Contractor's websites is deemed as making them available. The Contractual Partner is aware of the fact that the acceptance of the price offer of the Contractor by the Contractual Partner establishes a binding relationship subject to these General Terms and Conditions.

18.5. The Contractual Partner is not entitled to unilaterally set off his alleged

receivables towards the Contractor against the Contractor's receivables towards the Contractual Partner under the contract.

- 18.6. The Contractual Partner shall not be entitled to assign his rights and duties under the contract and/or these General Terms and Conditions to a third party without a prior written consent of the Contractor.
- 18.7. The application of Section 1799 and Section 1800 of the Act no. 89/2012 Coll., Civil Code is excluded.
- 18.8. The Contractor is entitled to unilaterally amend these General Terms and Conditions. The Contractual Partners affected by such amendment will be notified in the form of a letter or an e-mail, in which a link to the new version of the General Terms and Conditions is disclosed. The Contractual Partner may object to the proposed amendments to the General Terms and Conditions and terminate his contract for this reason no later than within 5 (five) working days from the notification of the amendment; in such an event the contract will terminate in one month after the delivery of Contractual Partner's termination notice to the Contractor. The Contractor is not entitled to claim payment of a cancellation fee or compensation of the damage incurred by the Contractor in connection with such Contractual Partner's termination of contract in accordance with this section 18.8.
- 18.9. These General Terms and Conditions are published on the websites of the Contractor from the day of their proclamation.
- 18.10. The Contractor and the Contractual Partner both declare that neither of them is a consumer within the meaning of Act no. 89/2012 Coll., the Civil Code, as amended, and therefore that the provisions of Czech law relating to a consumer protection, in particular, but without limitation to, Chapter 4 of the Act no. 89/2012 Coll., the Civil Code, as amended, are not applicable.