

## General Business Terms and Conditions of OBSIDIAN a.s.

### 1 Introductory Provisions

- 1.1 These General Business Terms and Conditions ("GBTC") apply to common deliveries of glass constructions and their installation ("Delivery" or "Glass Delivery") made by OBSIDIAN a.s., ID No. 27700526, with its registered seat at Napajedelská 220, 765 02 Otrokovice, Czech Republic (the "Supplier") for its customers (the "Customer"). The Supplier and the Customer are also jointly referred to as contracting parties or individually as a contracting party.
- 1.2 These GBTC form an integral part of every contract for work or any other contract ("Contract") concluded between the Supplier and the Customer and form part of the contract provisions if the parties agree to them in writing or in another form.
- 1.3 Any matters not governed by these GBTC shall be governed by the applicable provisions of the Civil Code and other generally binding laws and regulations under the Czech Republic's legal order.
- 1.4 The arrangement of mutual relationships under these GBTC has priority over directory provisions of law and business customs. Deviating provisions included in a Contract have priority over the provisions of these GBTC.
- 1.5 Any possible disputes between the contracting parties shall at first be settled by negotiations between the parties. Should the contracting parties fail to reach a settlement in this way, the dispute will be resolved exclusively by competent courts in the Czech Republic.
- 1.6 The valid version of the GBTC is published on the internet sites of the Supplier. The Supplier may amend the GBTC from time to time. The Customer is obliged to make himself/herself/itself familiar with the valid version of the GBTC as published on the internet sites of the Supplier prior to concluding any Contracts.

### 2 Contract and its Performance

- 2.1 Contracts between the Supplier and the Customer are usually concluded on the basis of a purchase order made by the Customer, which constitutes the proposal to conclude a Contract, and its subsequent confirmation by the Supplier.
- 2.2 An actual performance of the purchase order by the Supplier and the takeover of the Glass Delivery by the Customer confirmed on the delivery note, the freight bill or the invoice may also be considered as a confirmation of the purchase order.
- 2.3 Should the purchase order not be specific enough or have other deficiencies, the Supplier may propose to the Customer the manner of its completion or correction. If the Customer does not oppose such completion or correction, the Customer is presumed to have agreed to this completion or correction of the purchase order. If it is impossible for the Supplier to accept the purchase order from the Customer, the Supplier shall notify the Customer of this fact.

- 2.4 Should the Customer change his/her/its requirements after the Contract has been concluded or should there be any changes in the production that may influence the performance of the concluded Contract, the Supplier will initiate a change control procedure. Any proposed changes or contract amendments must be made in writing or sent by email.
- 2.5 The right of ownership to the Glass Delivery passes to the Customer after the price for the Glass Delivery has been paid in full. The risk of damage to the Glass Delivery passes to the Customer upon its handover to the Customer.
- 2.6 Unless stipulated otherwise, the place of delivery is the registered seat of the Customer.
- 2.7 If the Customer learns that he/she/it will not be able to take over the Delivery from the contractual freight forwarder or the Supplier at the agreed time of delivery, the Customer must immediately inform the Supplier of this fact in writing or by email and to state the reason and a date when he/she/it will be able to take over the Delivery. If the Customer does not take over the Glass Delivery at the agreed time or will not adequately cooperate in order to ensure a proper takeover of the Delivery, this fact will be without prejudice to the Customer's duty to pay the agreed price as if the Delivery had been performed. In this case, the Supplier will arrange for storage of the Delivery at the Customer's risk and expense.
- 2.8 If the Customer fails to take over the Glass Delivery in the agreed time, the Supplier may set the Customer an additional period of time for the takeover of the Delivery in writing. Should the Customer fail to take over the Delivery within this additional period of time for reasons which the Supplier bears no liability for, the Supplier may withdraw from the contract or a part thereof in writing, without prejudice to the right of the Supplier to be compensated for loss incurred as a result of such breach of contractual duties on the part of the Customer.
- 2.9 Each contracting party may suspend its performance of contractual duties if the performance of such duties becomes impossible or unreasonably difficult as a result of force majeure, e.g. flood, trade embargo etc.
- 2.10 The contractual relationship between the Customer and the Supplier may be terminated in particular by the fulfilment of the respective duties of the contracting parties, by an agreement made in writing or, should the contract be breached in a substantial manner, by a withdrawal from the contract made in writing.
- 2.11 A substantial breach of contract will be deemed to be the Customer's default with payment of the invoiced price of more than one month, as well as the Supplier's default to deliver the glass for more than one month as of the agreed term for the Glass Delivery.
- 2.12 In a written withdrawal from the Contract, the withdrawing party must state the reason for which it is withdrawing from the Contract and, if necessary, to attach to the withdrawal documents proving the asserted reasons.
- 2.13 The contracting party receiving the withdrawal from the Contract must send the other party its opinion on this matter without undue delay and state whether or not it accepts the reasons for the withdrawal. If the party does not accept the reasons for the withdrawal, it must state why it regards such reasons to be insufficient.

2.14 A withdrawal from the Contract is without prejudice to the right to be paid the contractual penalty and be compensated for loss incurred.

### 3 Payments

3.1 The Customer will make payments on the basis of a tax document ("Invoice"). The invoice is usually due within 14 days from the invoice date, unless agreed otherwise by the contracting parties. The right to invoice the agreed purchase price is established upon fulfilment of the Glass Delivery.

3.2 The handover of glass is considered to be the performance of a taxable supply under the Value Added Tax Act. The issued invoice shall, apart from all necessary requirements of a tax document under the Value Added Tax Act, include the identification of the Contract that was the basis for the performance, as well as identification of a document proving the taxable supply, number of the invoice, due date and, if applicable, the amount of the paid advance payment with the number of the advance invoice. The invoice must bear the Supplier's stamp and be signed by a competent person.

3.3 As a VAT payer, the Supplier shall for each individual performance of a taxable supply add to the invoiced price for the Glass Delivery the applicable VAT rate as required by law upon the performance of the taxable supply.

3.4 Should the invoice include incorrect information or some information be missing, the Customer must send the invoice back to the Supplier by its due date. In such a case, the Supplier must issue a new invoice with the original due date.

3.5 The invoice shall be paid via a bank transfer to the Supplier's bank account. The purchase price is regarded as paid in the moment when the payment of the Customer has been credited to the Supplier's account. Upon the Customer's request, the delivery may be paid in cash. The amount of such payment in cash must not contravene the applicable legislation.

3.6 If the Customer pays the invoiced price after its due date, the Supplier may claim the statutory late payment interest and the agreed contractual penalty.

### 4 Complaints

Complaints about the Glass Delivery are governed by the valid Customer Complaints Procedure and Guarantee Terms and Conditions of the Supplier. The Customer Complaints Procedure and Guarantee Terms and Conditions of the Supplier form an integral part of these General Business Terms and Conditions.