

## General Terms and Conditions

These General Terms and Conditions (hereinafter referred to as the "Terms and Conditions")

of **BURNING TECHNOLOGY a.s.**

Co. ID No.: 06007155

TAX Reg. No.: CZ06007155

registered address: Stupkova 952/18, Nová Ulice, 779 00 Olomouc

registered in the Commercial Register kept by Regional Court in Ostrava, Section B, Insert 10924  
(hereinafter referred to as "Seller")

provide guidance in accordance with the provisions of Section 1751, Para. 1 of Act No. 89/2012 Coll., of the Civil Code (hereinafter referred to as the "Civil Code") in respect of the mutual rights and obligations of the Contracting Parties arising from or based on the purchase agreement (hereinafter referred to as the "purchase agreement"), entered into between the Seller and a trading natural or legal person, on the part of the purchaser (hereinafter referred to as the "Purchaser").

Legal relationships that are not governed by these Terms and Conditions shall be governed by the Civil Code. By the entering into the purchase contract the Purchaser confirms that it has familiarised itself with these Terms and Conditions, it is aware of their content, and agrees with them. The Terms and Conditions form an integral part of the entered-into purchase contract.

Any changes to these Terms and Conditions shall be subject to a written agreement to any such on the part of both the Purchaser and the Seller within a purchase contract, amendment to the purchase contract or other agreement, provided that it is clear which terms or conditions have been amended and in what manner. In case of doubts it applies that a change to these Terms and Conditions is invalid.

### Definition of terms

1. The Seller is a trading legal entity which in the entering into the purchase contract and meeting of its rights and obligations under the purchase contract acts within the framework of its business activities. The Seller directly or through other trading entities delivers to the Purchaser products or provides services.
2. The Purchaser is a trading entity, who, in the entering into and fulfillment of the purchase contract acts within its commercial or other business activities.
3. The goods are the products of the Seller that the Purchaser purchases through a purchase contract from the Seller.

### I. Entering into a purchase contract

1. An order of the Purchaser forms an offer for the entering into a purchase contract (offer). On the basis of an order of the Purchaser, the Seller shall process an "Order Confirmation", and shall post the latter to the Purchaser. A purchase contract is entered into by the accepting of an "Order Confirmation" by the Purchaser, delivered via mail or electronically to the Seller. The information referred to in the "Order Confirmation", (in particular, the delivery date) is valid only in case of acceptance of the "Order Confirmation" by the Purchaser within 48 hours after it is sent by the Seller to the address from which the request of the Purchaser was sent. In case of acceptance of an "Order Confirmation" made electronically, the latter must indicate the name, surname and function of the authorised person of the Purchaser.

2. The Purchaser is obliged to submit all offers to enter into a purchase contract (order) in written form. A written form shall also mean an order made by electronic means.

3. If the Purchaser orders larger quantities of goods with subsequent repeated deliveries, in respect of which no delivery time and amount is specified, it has to do so sufficiently in advance to allow the goods to be delivered on time. At request of the Seller, the Purchaser is in this case obliged to agree with the Seller on a delivery schedule. If the Purchaser fails to fulfill this obligation, the delivery schedule shall be determined by the Seller. In the case of oral or telephone order of individual shipments of contracted larger quantity of goods, the Seller is entitled to perform delivery of the goods in accordance with an oral or telephone order; however, in case of doubt here shall apply delivery previously agreed in writing in respect of the amount, type and intended place of delivery of the individual consignments. Costs and damages incurred by the provision of inaccurate or incomplete information in the order on the part of the Purchaser shall be borne by the same.

4. Oral or written agreements made prior to the signing of the purchase contract or other agreement by both Contracting Parties and concerning a deal in accordance with a subsequently entered-into purchase contract become invalid if such has not been incorporated into the purchase contract, or if they are not in accordance with these terms and conditions.

5. If the Purchaser fails to fulfill any of its contractual or statutory obligations, the Seller may insist on its fulfillment or may withdraw from the contract. In both cases, the Seller has the right to compensation for damages, incurred through such failure to fulfill obligations on the part of the Purchaser.

6. After the acceptance of the "Order Confirmation", that is, upon entering into a purchase contract, the Purchaser is not entitled to cancel the order. Any accepted "Order Confirmation" may be canceled only by agreement of the Seller and the Purchaser under the terms determined by the Seller.

## **II. Delivery of Goods**

Rights and obligations of the Contracting Parties for the supply of goods:

1. Together with the "Order Confirmation" the Purchaser shall designate the place of delivery of goods and the address of the recipient of the goods (a provision for any payment of costs related to the delivery of goods, if such are not covered by the Seller).

2. The Purchaser undertakes without undue delay to inform the Seller on any change of shipping instructions.

3. The Purchaser shall ensure free and safe access for the transport vehicle and provide directions to the place of delivery, especially if such were to be a construction site.

4. The Purchaser undertakes expressly to incorporate provisions of points 1, 2. and 3. of Article II. of these Terms and Conditions into its contract with any third parties, if such were to be required to meet the obligations by the Purchaser. Breach of this obligation represents cessation of obligation of the Seller to deliver the goods. In addition, the Purchaser is obliged to make good to the Seller the costs associated with transportation, which the Seller expended when it contractually assumed the obligation to ensure the transport of goods. This is without prejudice to the right of the Seller to compensation for other damages incurred. If the breach of obligations of the Purchaser leads to higher costs of transport than agreed, the Purchaser shall, in addition to previous claims, make good to the Seller a contractual penalty in the amount of five times the difference in costs of transportation, but CZK 1,000,- in the minimum. If the Purchaser changes specifications after their provision, it shall bear all the costs associated.

5. Delivery of goods shall be carried out in an appropriate manner specified by the Seller, or, supply of goods shall be implemented by its acceptance by the Purchaser at a place designated by the Seller or agreed upon by the Contracting Parties.

6. If transport is arranged by the Seller, the Purchaser is obliged to ensure that the goods may be unloaded at the site without delay (i.e. from the cargo area of the vehicle on the ground or another designated surface),

and that the vehicle may leave the place of unloading of the goods; further, it is obliged to ensure that at the point of delivery of the goods there is an authorised person present to accept the goods, empowered to do so by the Purchaser. Such authorised person shall designate the place of unloading, check integrity of the packaging and condition of the goods and sign the documents accompanying the goods delivered. An authorised person shall be considered the one that will direct the vehicle to the place of unloading. Breach of these obligations entitles the Seller to total or partial withdrawal from the contract and to claim damages, in particular in respect of costs incurred for the transportation of goods.

7. If the transport of goods is provided by the Purchaser, the latter undertakes to ensure that the technical equipment of the vehicle intended for the removal of goods is suitable for transportation of the goods. Loading of goods and its transportation must be carried out by professionally competent persons. Acceptance of goods for transportation shall be implemented at the location specified by the Seller during business hours. If the carrier fails duly to provide a vehicle in a timely manner, the Seller shall not be in default with delivery of the goods and the Purchaser loses the right to a timely delivery. Therefore, it is up to the Purchaser to instruct the carrier in this respect, or the consignee of the goods in respect of their obligations during the loading or unloading of the goods.

8. The Seller shall deem any legal and factual conduct of persons that declare to be acting as authorised agents of the Purchaser (in particular, employees), submit plausible documents and/or provide information testifying to such, as conduct of the Purchaser. If the Purchaser rejects to accept the goods or otherwise acts to frustrate or delay receipt of the goods, it shall be obliged to make good to the Seller the entire purchase price, full shipping costs and reimburse the Seller in respect of any damages.

9. The Seller shall issue a consignment note in respect of each shipment of the goods. The Purchaser is obliged duly to accept the goods delivered and to confirm this by the signing of a consignment note by the person authorised. The Purchaser is obliged to handover or send the thus confirmed consignment note to the Seller. If the Purchaser refuses to confirm the consignment note, it shall be considered as frustration of the receipt of the goods with the consequences referred to above.

10. The Purchaser agrees to provide its personal data (in particular the registered address/ place of destination, name, telephone and email of the contact person) for transport and service purposes.

### **III. Delivery Time Limits**

The Seller and the Purchaser shall agree within the purchase contract on specific dates of delivery. If the delivery due dates are not governed contractually, the Seller is obliged to deliver the goods to the Purchaser within the shortest possible period of time. In the case of non-compliance with the agreed delivery terms, the Seller is obliged to notify the Purchaser of any such and disclose the reason for the delay in delivery. In case of delay in delivery of the goods the Purchaser shall determine a reasonable substitute term of delivery of goods in writing. After the expiry of the substitute deadline in vain, the Purchaser is entitled to withdraw from the contract by means of a written notification. Any claims arising from the termination of the sales contract are, to the extent permitted by law, excluded.

### **IV. Force Majeure**

The Seller shall bear no responsibility for delays or interruptions in the supply of goods due to *force majeure* concerning the operation of the Seller or any of its suppliers. *Force majeure* shall mean any unforeseeable exceptional situation or event beyond the control of the Contracting Parties which prevents either of them from fulfilling of their obligations, not due to error or negligence on their part, and in respect of which it may be proven that such could not have been overcome using due professional care.

### **V. Purchase Price**

1. The Purchaser is obliged to pay for the goods delivered the purchase price agreed in the purchase contract. The purchase price agreed in the purchase contract may be changed exclusively by agreement of both

Contracting Parties. If there is no other written agreement in respect of the price, the price shall mean that which is valid on the date of delivery of the goods in accordance with the price list of the Seller. All prices are stated exclusive of VAT; VAT shall be added at the statutory amount, if such concern deliveries within the Czech Republic. Shipping and insurance, if agreed upon, shall be charged by the Seller to the Purchaser separately. If the Seller's own expenses at the time subsequent to the agreement on the price of goods increases by more than 10%, especially in respect of transport, energy and wages, the Seller is entitled, regardless of the contractually-agreed purchase price, to alter the purchase price.

2. If one of the Contracting Parties incurs extra costs, for example in delays of unloading of goods and for delivery outside normal business hours, such shall be charged separately outside the agreed purchase price in accordance with their real amount.

3. If the contract or other agreement contains a provision agreed upon by the Contracting Parties, that in their mutual relations they shall be governed by any of the terms of delivery in accordance with INCOTERMS 2010, the Contracting Parties undertake to apply the latter instead of any duplicate terms of these Terms and Conditions.

4. The Seller reserves the right to increase the purchase price in the case of a significant increases in the price of iron, precious metals and non-ferrous metals on the London Stock Exchange of iron metals (LME-[www.lme.co.uk](http://www.lme.co.uk)), or in the case of significant increases in the price of essential components of the goods or a significant change in the exchange rate of CZK to EUR. A substantial increase shall mean an increase of more than 15%, a significant change is the movement of the exchange rate of more than 20%, both compared with the state valid at the date of entering into the purchase contract.

5. Seller undertakes the right to forward each claim of buyer to factoring company. Factoring company screens bonity and insurability of buyer. If result is non-insurability of buyer, seller undertakes right to claims upfront payment. In case of upfront payment, buyer shall receive 3% discount for goods without VAT and transport cost.

#### **VI. Passing of the risk of damage to the goods**

1. In transportation provided by the Seller the risk of damage to the goods is transferred onto the Purchaser by the acceptance of the goods by the Purchaser. The same effect applies, if the Purchaser failed duly to accept the goods, although the Seller enabled the Purchaser to dispose of the goods. If the Seller hands the goods over to the carrier for transportation to the Purchaser at a location specified by the purchase contract, i.e. if the transportation is provided by the Purchaser, the risk of damage to the goods passes onto the Purchaser at this point, if no location was agreed upon, by the passing of the goods to the first carrier for transportation to the designated place. The Purchaser must ensure immediate inspection of the goods delivered, let any damage incurred by and during the transportation be identified and quantified by an unbiased person and notify any such to the Seller without delay.

2. Damage to the goods arising after the transfer of risk of damage to the goods onto the Purchaser does not affect its obligation to pay the purchase price to the Seller, unless the damage was caused by the Seller due to breach of its obligations.

3. In case of transportation provided by the Purchaser the risk of damage to the goods passes onto the Purchaser at the moment of handover of the goods to a carrier for shipment to the Purchaser. The Seller is not liable for any damage caused by or incurred during transportation nor any losses of quantity of goods during transportation. This applies also in respect of damage caused by unclean or inappropriate vehicles or improper loading equipment of the Purchaser or its contractual partner.

## VII. Quality Guarantee

1. The Seller provides quality guarantee (hereinafter referred to as the “Guarantee”) in respect of the goods under the terms set out below.
2. In the manufacture of goods the valid technical standards (EN) were respected as well as the generally-binding technical regulations for the given category and type of goods. Goods and its parts thereof are subject to quality control not only of the Seller, but the quality is controlled also by persons authorised by the state.
3. For the determination of rights of the Purchaser due to defects of the goods, provisions of Sec. 2099 *et seq.* of the Civil Code shall be applied, unless otherwise specified within these Terms and Conditions.
4. The Seller is liable for apparent as well as hidden defects of the goods at the time of transfer of the risk of damage to the goods onto the Purchaser determined in respect of the goods delivered during the warranty period, and which have been caused by breach of obligations of the Seller. The Purchaser is obliged to transmit the instructions of the Seller for installation and use of the goods in full to its customers. If it fails to do so and damage is incurred as a result of its conduct, the Seller is not liable for the damage suffered as a result of non-compliance with the instructions of the Seller on the part of a third party.
5. The Purchaser is obliged to immediately, not later than 10 days after delivery or acceptance of the goods to conscientiously inspect the goods in order to determine whether they show any apparent defects. Any apparent defects, in particular damage, deficiencies, missing parts, omissions or incorrect quantity of goods (unless this is in respect of a partial delivery) shall be submitted by the Purchaser for confirmation on the part of the carrier, recorded in the consignment documents and such defects i.e. shortcomings in delivery shall be notified to the Seller without undue delay; otherwise the Purchaser loses the option to claim against such defects. Claims arising from defects of the goods, which are not detectable using due professional care when accepting the goods, i.e. hidden defects, must be made to the Seller without undue delay, but not later than 30 days after the Purchaser determined such defects or such defects could have been determined using due professional care; whichever occurs earlier.
6. The warranty period shall apply to goods which were transmitted as defect-free and in respect of which defect occurs during the warranty period. The warranty period begins to run from the date of receipt of the goods by the Purchaser. The minimum warranty period by law is 24 months. If a longer warranty period is provided for the product, its duration shall be specified on the invoice, or the warranty certificate and delivery note.
  - The warranty applies to all manufacturing and material defects that demonstrably arose during the warranty period.

The warranty does not apply to:

- wear and tear of the product or parts caused by their standard use during normal operation, parts requiring regular replacement based on the service life of the part itself (namely parts in direct contact with the fire such as chamotte bricks, all seals, glass, decorative glass prints, grates, stoppers, mechanically stressed springs, etc.) pursuant to Section 2167 of the Civil Code and also:
- defects caused by improper and unqualified operation and service intervention, connection to a chimney that is too small or has insufficient draught, inappropriate handling or use and non-compliance with the conditions for use and maintenance (see Operating Manual),
- defects caused by mechanical damage,
- if the product is stored in humid or unsheltered areas, or is used in areas that do not meet the criteria of a residential environment,
- damage caused by natural disasters, weather conditions or forcible damage,
- if warranty stickers and labels with serial numbers are damaged,

- if the product is damaged during transport (if transport is arranged by the consumer). In case of transportation by an external carrier, the seller reserves the right to conduct an on-site check at the product's destination.
- if data on the warranty certificate or purchase receipt differs from data on the product label.

An extended warranty period does not apply to consumable material used for the repair or replacement of parts of the product.

7. The warranty is only valid if the goods were assembled in accordance with the instructions of the Seller, professionally installed, connected and operated. Electrical components may only be installed only by a person with appropriate authorisation. The wiring must conform to the relevant ČSN and EN standards.
8. The warranty applies only to goods and spare parts for the goods originating from the Seller.

### **VIII. Complaint Procedure**

1. Complaints procedure sets out the manner of exercising the rights from liability for defects in goods and the guarantee (complaints).
2. Defects that are covered by the Seller's warranty for quality, shall be notified by the Purchaser to the Seller in writing immediately after any such are detected; for this purpose the form Complaint Protocol may be used, it is to be provided by the Seller on request.
3. A complaint shall be processed by the Seller only in case where the notice of defect is supplied together with all the documents and information listed below:
  - a. the exact designation of the goods;
  - b. a copy of the purchase receipt or consignment note;
  - c. description of the defect and how is it demonstrated;
  - d. request of resolving the complaint;
  - e. a photographic documentation in digital form.

An integral part of a notification of a defect by the Purchaser shall be the designation of the preferred warranty claim, however, such shall not be binding for the Seller.

4. The Purchaser is obliged to ensure the preservation and separate storage of defective goods up to the processing of the complaint. In the event that the goods have already been used, the Purchaser shall enable the Seller the access required to the place where the goods under complaint or part thereof is located, as well as access to the goods themselves, unless the Purchaser delivers the goods under complaint to the Seller.
5. Claim in respect of a mistaken type of goods, difference in quantity, incomplete delivery, deficiencies in the packaging, incorrect data on the invoice/consignment note shall be claimed against without undue delay after receipt of the goods. In the case of a warranty claim against defects caused by transportation to the Purchaser, such shall be subject to a drawn-up protocol in the presence of the carrier.
6. If the Seller finds that a complaint is justified, the Purchaser shall be entitled:
  - a. to claim a rebate of the purchase price even in case of correctable defects (a discount will be quantified as the demonstrable difference in the value of the originally defective and defect-free product);
  - b. to require rectification of defects of the goods by repair if the defects are repairable;
  - c. to require removal of defects by delivery of substitute goods in place of the defective goods, if the defects are irreparable, or delivery of missing goods;
  - d. to request a refund of the purchase price, if the defects are irreparable.

In the case of legitimacy of the complaint the choice between the claims referred to in points a) and b) under this Paragraph, appertains to the Seller. The Seller shall further reserve the right to choose between repair and exchange of goods or its part thereof, inclusive of an already-used replacement part.

In the case that the defect materially reduces or prevents the agreed method of use of the goods, the Purchaser has the right to withdraw from the Contract.

7. Delivery of a replacement or defect-free goods or the reimbursement of a purchase price represents a transfer of the title to the claimed-against goods to the Seller, if previously transferred onto the Purchaser.
8. If the Seller does not recognise a claim of the Purchaser against defects of the goods, the Purchaser is obliged to pay the Seller any costs incurred as a result of such complaint procedure.
9. If the warranty claim against defects is duly applied and recognised:
  - a. within five years from the start of the warranty period, the Seller is obliged to replace defective goods or a spare part by adequate goods or spare part or repair the latter at its own expense;
  - b. After the expiry of five years until the end of the extended warranty period, the Purchaser is obliged to ensure at own cost the disassembly and assembly of the claimed against goods, transportation to and from the factory of the Seller (address shall be notified by the Seller at request), where a repair or replacement of the subject goods will be performed.
10. All interventions, which are not covered by warranty, shall be met by the Purchaser in accordance with designation of the Seller.
11. If defects in the goods result in damage of another item other than the defective goods themselves, the Seller requests the injured party to inform the Seller of this fact and its insurance company not later than 5 business days of discovering of the the defect and to submit at the same time with the notification of the damage the following supporting documents:
  - a. a copy of the purchase receipt or consignment note concerning the goods;
  - b. a photographic documentation in digital form.
  - c. the completed form of claim of damage (supplied at request by the Seller);
  - d. number of the insured event and its insurance company contact.

The supporting documents shall be sent to the Seller in writing or via email [info@burn-tech.cz](mailto:info@burn-tech.cz)). The Seller disclaims liability for damage caused by a defect of the goods if the Seller or the person authorised by the latter is not enabled assessment of the extent of the damage immediately after its occurrence together with a statement concerning such damage and the causes of its occurrence.

12. In the case of resale, the Purchaser is obliged to provide identical warranty terms as had been provided by the Seller.
13. The Seller reserves the right not to recognise a complaint, if
  - a. the complaint has been made without the supporting documents referred to in Paragraph 3 of this Article;
  - b. the claimed goods have not been correctly treated, i.e. were not assembled in accordance with the instructions, correctly installed, connected, or correctly used;
  - c. the claimed goods were damaged in transit, or as a result of unsuitable transport or improper handling;
  - d. the claimed goods were damaged as a result of use or operation in aggressive atmospheric environment (chlorine, ammonia, caustics, etc.);
  - e. the goods under complaint was assembled with inappropriate equipment;
  - f. the claimed against finish treatment is in respect of goods that have already been installed;
  - g. the serial number of the goods was amended or removed;
  - h. the goods have been changed or intervened with by a person other than that of the Seller or another person than one authorised to do so by the latter;
  - i. the defect of the goods was caused by incorrect assembly or improper positioning (e.g.: in a swimming pool or inside a sauna etc.);
  - j. this concerns a delayed claim;
  - k. the goods were installed in buildings, facilities or premises with increased humidity, in particular in public toilets, car wash, animal enclosure, indoor pool, etc.;
  - l. the goods were freely stored outdoors and/or at a temperature lower than -5°C;

- m. the defect of the goods is caused by the use of the goods for purposes other than specified.
14. In the case that the claim has not been recognized as justified, the claimant (the Purchaser) agrees to pay the costs incurred by a service personnel in connection with his travel expense and assessment of the complaint in accordance with the tariff referred to in the following Paragraph.
15. The Seller sets the following tariff in respect of a service personnel for customer (post-warranty) service:
- a. travel expenses CZK 15,-/km;
  - b. transportation (downtime) CZK 250,-/hour (every commenced hour);
  - c. 1 man-hour CZK 500,-/hour (every commenced hour);
16. If the Seller and the Purchaser enter into an agreement on the return of undamaged and unused goods the Seller shall always charge the Purchaser a cancellation fee in the amount of a minimum of 30% of the purchase price of the goods. The entering into such an agreement is not subject to a legal right.
17. Claims for damages of the Purchaser against the Seller, for whatever legal reason, in particular due to breach of contractual obligations, shall be governed by applicable legislation. Claims of the Purchaser against defects and damage caused by a defective product shall be barred in the statutory time limit.

### **IX. Payment Terms**

1. Unless otherwise provided in the purchase contract, invoices issued by the Seller are due for payment within 30 days after shipment to the Purchaser. Any securing of a debt by the Purchaser or a third party does not change the content of the obligation, especially in respect of its maturity. The Seller is not obliged to use the debt security as a priority and is entitled to insist on a proper fulfillment of the obligation of the debtor.
2. Non-payment of a financial debt within the agreed due date represents arrears with such obligation. In this case, the Seller is entitled to charge the Purchaser interest on arrears in the amount of 0.1% of the due amount for each day of delay in complying with the obligation of a financial debt. If this is in respect of a debt of the Purchaser, which is to be fulfilled in installments, delay with the payment of even one installment means that the entire debt becomes payable (loss of the advantage of installments). Furthermore, the Seller is entitled to reject the entire or remaining performance of the contract and request that the Purchaser pays off its entire debt inclusive of compensation for any damage suffered.
3. Unilateral offsetting appertains to the Purchaser only if such is in respect of debts recognised by the Seller in writing or claims that have been granted by a final decision. The Purchaser is not allowed to exercise the right of retention to items in ownership of the Seller, which it holds from earlier or other business deals within the framework of normal business relationship with the Seller or third parties.
4. The Seller may at any time require from the Purchaser the securing of its claims and perform setting-off of a mutual claim. In case of rejection of a required securing of a claim the Seller is entitled to withdraw from the contract.
5. Failure to comply with the terms of payment under the contract, or under circumstances that decrease creditworthiness of the Purchaser, in accordance with an opinion exclusively on the part of the Seller, the Seller is entitled to demand immediate payment on delivery of the goods in cash. In the case of delay in the payment of debt on the part of the Purchaser longer than 30 days, the Seller is entitled to withdraw from the purchase contract. If, after the entering into a purchase contract, the conduct of the Purchaser makes it obvious or probable, that the latter shall not meet its obligations under the purchase contract (in particular the obligation to accept goods and duly to meet the purchase price) the Seller may also deny its performance pursuant to the purchase contract up to the time when performance of the Purchaser is granted or reasonably secured; all of the above at the expense of the Purchaser. The Seller may provide the Purchaser with a period of 10 calendar days to provide additional security of the performance. Upon lapse of the time limit in vain the Seller is entitled to withdraw from the purchase contract and claim compensation of damage due to non-compliance with the contractual obligations of the Purchaser. In such cases, the Seller (or the



person authorised by the latter) shall be entitled to withdraw its delivered goods, and for this purpose the Purchaser authorises the Seller to enter the premises of the Purchaser, where the delivered goods are located.

6. If the payment of the Purchaser is not sufficient to cover all the claims of the Seller against the Purchaser, the Seller shall designate which claim shall be satisfied by such payment.

7. In case of delay in payment of payable financial debts of the Purchaser by more than 15 days, further goods will be sent to the Purchaser by means of cash on delivery, i.e. the payment will be accepted by the carrier upon delivery of goods. This payment method is not notified in advance if the stated delay arises between the Order Confirmation and shipping of goods by the Seller.

8. In case of delay in payment of due financial debt of the purchaser by more than 30 days the Seller shall postpone the start of processing of a further order of the Purchaser until the date of payment of any overdue debts. During this time, the Seller is not in default with the fulfillment of its obligations in respect of the Purchaser.

9. If the Seller according to the purchase contract or these Terms and Conditions has the right to withdraw from the purchase contract, such withdrawal from the purchase contract extinguishes all rights and obligations of the Contracting Parties under the purchase contract, except those stated hereunder. Withdrawal from the purchase contract does not prejudice the right to compensation for damage caused by breach of the purchase contract. Withdrawal from the purchase contract does not affect the securing of debts under the purchase contract. Also without prejudice remain provisions concerning contractual penalties, interest on arrears, protection of data, and provisions relating to such rights and obligations from the nature of which it follows that they should remain applicable also after withdrawal from the contract (especially in respect of the obligation to provide financial performance in return for performance provided prior to the effective date of withdrawal).

10. Withdrawal from the purchase contract shall be made in writing by registered letter to the address of the Contracting Party concerned. If the letter is not successfully delivered at such address or duly accepted by the other Contracting Party or if the letter fails to be retrieved within the storage time and the holder of the postal licence sends the letter back, a successful delivery, with all legal consequences, shall be deemed as having been made on the third day after demonstrable date of dispatch of the letter. If the purchase contract was entered into by electronic means, the same means may be applied for the purpose of withdrawal from the purchase contract.

#### **X. Transition of ownership rights to the goods**

1. The Purchaser acquires ownership rights to the goods by full payment of the purchase price of the goods, unless otherwise agreed in the purchase contract. If, however, the Purchaser pays the purchase price in full before the date of delivery of the goods, the Purchaser shall acquire ownership rights to the goods on the date of delivery of the goods.

2. Retention of rights of ownership in accordance with the previous paragraph means that the Seller shall remain up to the payment of the purchase price the owner of the goods and has the right to protect its ownership. The Purchaser undertakes to inform the Seller in writing in a timely manner in respect of a substantial deterioration of its financial situation, in particular the commencement of insolvency proceedings, entry into liquidation, threat of bankruptcy or entering into bankruptcy proceedings, or in respect of other facts with major negative impact on the standing of the Purchaser. If there is such a substantial deterioration in the financial/economic situation of the Purchaser, the Seller is, even without a notification of the Purchaser according to the preceding sentence entitled to withdraw from the purchase contract. Withdrawal from the purchase contract or initiation of a winding-up procedure or submitting of a proposal for entry into insolvency proceedings, in accordance with whichever situation occurs earlier, ceases

the right of the Purchaser to sell the goods of the Seller and the Seller shall be entitled to take over such goods, which are subject to reservation of ownership from the Purchaser, even if the time limit for payment of the purchase price has not yet expired. If the Purchaser fails to release the subject matter goods it shall be obliged to allow the authorised employees of the Seller to access the premises in which the goods are located, for the purposes of loading and removal of goods.

#### **XI. Final provisions**

1. Unless otherwise agreed in the purchase contract or in these General Terms and Conditions, the rights and obligations of the Contracting Parties shall be determined by the relevant provisions of the Civil Code.
2. If the contracts are entered into in writing, they shall be drawn up in two counterparts, each with the force of the original. Upon the contract having been signed each Contracting Party shall receive one counterpart.
3. Legal relations between the Contracting Parties shall be governed by the substantive law of the Czech Republic. Any claims arising from the contractual relationship and related claims from non-contractual relations shall be subject to the competent courts of the Czech Republic under the relevant procedural rules.
4. Within the meaning of Sec. 89a of the Code of Civil Procedure, the Contracting Parties agreed that any disputes between them shall be subject to local jurisdiction of the District Court in Ostrava in respect of substantive jurisdiction of a District Court and local jurisdiction of the Regional Court in Ostrava in respect of substantive jurisdiction of a Regional Court.
5. Any invalidity of any provision of these General Terms and Conditions shall leave without prejudice the validity of the remaining provisions.
6. The General Terms and Conditions are valid and effective from 1.3.2018 and are posted on [www.ambi-fire.com](http://www.ambi-fire.com). The Seller reserves the right to change these General Terms and Conditions, and the thus-amended General Terms and Conditions shall be valid on the date of their publication on the stated website.

In Olomouc on the date of 26.2.2018



**Burning  
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