

These General Purchase Conditions shall apply to all contractual relations and negotiations preceding the establishment of such relations and to all entities - potential contractors related to the purchase of goods and services by BAEST Machines & Structures, a.s., with its registered office at Černošská 1930, 256 01 Benešov, ID No.: 28939131, entered in the Commercial Register kept on file at the Municipal Court in Prague, Section B, Insert 15464 (hereinafter the “**Client**”), unless the Client and the respective entity agree otherwise. The General Purchase Conditions form an integral part of the inquiry, order and any other draft agreement between the Client and potential contractors.

The Client purchases products and services from the Contractor for the purpose of manufacturing highly sophisticated equipment for the Client’s end customers, which include major companies operating in the Czech Republic, the European Union and also at the global level that require the highest attainable quality of input. Therefore, the Client requires and expects such products and services from the Contractor that in all respects conform to the current state of the art at the time of performance. The Contractor acknowledges that the Client will use the Contractor’s goods for the manufacturing complex high-value equipment.

The Contractor declares that it is an expert in the field of the Subject of Performance. As such, the Contractor is fully responsible for the quality of its deliveries, while the Client relies on this and is not obliged to carry out any inspections of the performance of the Contractor, without prejudice to the liability of the Contractor for the quality and quantity of performance and for any damages caused by defective performance.

1. INQUIRY, QUOTATION, ORDER

1.1 INQUIRY

Inquiry means the communication of the Client with interested parties - contractors/potential contractors (hereinafter the “**Contractor(s)**”) regarding the possible future conclusion of an agreement (especially purchase agreement, agreement on the provision of services, contract for work etc.). Inquiries of the Client shall not require the Client to make any payments, including payments for any quotations prepared by the Contractor, for any legal reason. Inquiries are not binding and merely constitute a request for the Contractors’ quotations, should the Contractors be interested.

1.2 QUOTATION

Quotations of the Contractor shall literally match the text of the inquiry of the Client (if submitted to the Contractor) and include the number of the Client’s inquiry. Any quotations of the Contractor that deviate from the inquiry of the Client shall be prepared separately and shall include explicit references to variations from the Client’s inquiry. Quotations that do not comply in full with the General Purchase Conditions or refer to the General Business Terms and Conditions of the Contractor will not be accepted by the Client. No statement of the Client concerning such quotations of the Contractor shall constitute an acceptance thereof by the Client.

1.3 OBLIGATION OF NOTICE REGARDING DOCUMENTATION, LIABILITY OF THE CONTRACTOR FOR THE COMPLETENESS OF THE QUOTATION

By submitting a quotation, the Contractor declares and accepts full responsibility for ensuring that all the prerequisites to fulfil the Contractor’s obligations that are the subject of the quotation (in particular the supply of goods or provision of services, hereinafter the “**Subject of Performance**”) have been met. The Contractor may not subsequently waive the responsibility for the quality and completeness of its quotation on the basis of the fact that the documents forwarded by the Client are unclear or incorrect, or that the individual deliveries of goods and/or provision of services that are part of proper performance in accordance with normal practice in the respective line of business or that are otherwise required to perform the agreement are not specified in the documents.

If the Contractor considers the submitted documents to be unclear, incomplete or otherwise incorrect, then the Contractor shall notify the Client of such deficiencies in writing without undue delay. The written notice of the Contractor sent by registered mail will include justified proposals for solutions to the alleged deficiencies.

Any notices of the Contractor shall, within the meaning of the above paragraph, only be carried out in the event that they are delivered to the Client within seven (7) days of the date of inquiry which includes documentation of the Client, and in any case before the submission of the quotation by the Contractor.

If the Contractor fails to send a written notice of deficiencies in the documentation of the Client in accordance with this Article 1.3, then by submitting its quotation to the Client, the Contractor acknowledges that the inquiry and documents of the Client are clear and free of any

flaws. By submitting a quotation to the Client, the Contractor also acknowledges that it is ready to deliver the goods or provide the service in accordance with the documents, and waives any and all claims against the Client that might arise from incorrectly prepared inquiry and documentation.

Supplies of goods and/or provision of services offered by the Contractor to the Client must always include all necessary materials, equipment, documentation of quality, additional work, as well as all the necessary workload associated with the scope of the required Subject of Performance and necessary for the fulfilment of the agreement, even if these are not expressly listed therein, in accordance with technical documentation and business practice.

1.4 ORDER

On the basis of the Contractor’s quotation, the Client shall prepare an Order and send it to the Contractor. For the avoidance of doubt, the Client may decide to accept or reject the Contractor’s quotation at its sole discretion. The Contractor shall have no rights and the Client shall have no obligations on the basis of the quotation sent by the Contractor to the Client.

2. CONCLUSION OF THE AGREEMENT

The agreement between the Client and the Contractor shall be concluded based on the proposal of the Client.

The agreement between the Client and the Contractor shall also be concluded based on the Client’s order at the moment of the unconditional confirmation of the order by the Contractor and receipt of the confirmed order by the Client in any written form. The Client excludes the acceptance of a quotation with an addition or deviation on the part of the Contractor – the provisions of Section 1740 (3) of Act No. 89/2012 Coll., Civil Code, as amended (hereinafter the “**Civil Code**”).

Unconditional order confirmation means completing the contact details of the Contractor and signing the order by a person authorised to bind the Contractor (including the business name and date).

By signing any agreement concluded with the Client or by confirming the order of the Client, the Contractor declares that it has read these General Purchase Conditions and that it irrevocably and unconditionally accepts all the conditions thereof, unless the agreement provides otherwise.

By signing the agreement, the Contractor also waives the application of the General Business Terms and Conditions of the Contractor. Deviations in the business terms and conditions of the Contractor thus are not binding on the Client, not even after the confirmation of the order by the Contractor, unless the Parties agree otherwise in writing. In the event of any conflict between the provisions of the business terms and conditions of the Contractor and the business terms and conditions of the Client, the business terms and conditions of the Client shall prevail.

The Client shall be bound by its draft agreement/order for fifteen (15) days after its delivery (submission) to the Contractor, unless the draft provides otherwise. Unless the Client obtains the written consent of the Contractor to the draft within this period, demonstrated by a valid confirmation of this agreement or by delivery of the confirmed order, the agreement will not be concluded.

3. DUE DATES OF PERFORMANCE

3.1 EARLY PERFORMANCE

Early delivery of goods or provision of service by the Contractor, i.e. before the due date laid down in the agreement, is possible only with the written consent of the Client. If the Contractor delivers the goods/provides the service without such consent and the Client accepts the goods or service, such acceptance will not constitute the fulfilment of the obligation under the agreement.

3.2 DELAY

In the event of any failure to comply with the deadlines set out in the agreement concluded with the Client (including these General Purchase Conditions), the Contractor shall be responsible for any damage caused by the delay. If the Contractor fails to comply with the agreed due date for any reason other than force majeure under Article 17, the Contractor shall pay to the Client interest on late payment of 0.1% of the price of goods/service of which the Contractor is in default, for each day of delay.

3.3 OBLIGATIONS OF THE CONTRACTOR IN THE EVENT OF DELAY

Without prejudice to the rights of the Client arising from the Contractor’s delay, the Contractor shall, if there are circumstances that may cause a delay, immediately notify the Client thereof and

document such an occurrence. Early notification exempts the Contractor from the obligation to compensate the Client for damage only if the delay was demonstrably and fully caused by the Client or an event of force majeure.

3.4 RIGHT OF THE CLIENT TO REQUIRE SUSPENSION OF DELIVERY

The Client is entitled to require suspension of delivery as well as postponement of deadlines pursuant to the agreement without giving a reason, for a maximum of thirty (30) days.

4. WITHDRAWAL FROM THE AGREEMENT

4.1 BREACH OF CONTRACTUAL OBLIGATIONS

In the event of a breach of any contractual obligation by the Contractor, in particular regarding the proper and timely provision of the Subject of Performance, the Client shall be entitled to withdraw from the agreement or a part thereof (in the event of separate sub-performance), without having to allow the Contractor an extension of the period of performance. The right of the Client to compensation for damage due to delay in performance on the part of the Contractor shall remain unaffected by the withdrawal of the Client. The Client may decide whether to accept or reject the delivery of goods or the provision of services of the Contractor that are in violation of the agreement (such as incomplete, delayed or defective performance), while the rights of the Client arising from defective performance of the Contractor shall remain unaffected, including the possibility of withdrawal from the agreement or demand for the payment of a penalty or demand for compensation for damage.

Goods duly delivered by the Contractor by the withdrawal of the Client from the agreement or services provided by the withdrawal of the Contractor shall be paid by the Client provided that the Client clearly benefited from them. Otherwise, each Party shall return performance to the other Party, if possible (e.g. not in the event of provided services); the Contractor shall accept returned performance in a degraded state due to normal wear and tear, storage or assembly/disassembly, without any entitlement to compensation.

4.2 BANKRUPTCY

The Client shall be entitled to withdraw from the agreement also if: the Contractor files a bankruptcy petition pursuant to Act No. 182/2006 Coll., on bankruptcy and its solutions (the Insolvency Act), as amended; the Bankruptcy Court fails to decide on the bankruptcy petition of the Contractor within three (3) months of the commencement of the bankruptcy proceedings; the Bankruptcy Court issues a decision on the Contractor's bankruptcy; the Bankruptcy Court rejects the bankruptcy petition due to a lack of assets of the Contractor; the Bankruptcy Court declares the Contractor bankrupt; or a decision is made on a compulsory or voluntary dissolution of the Contractor (except in cases of mergers or acquisitions), until the hand-over of the goods and/or provision of services in full to the Client.

4.3 EFFECTS

Effects of withdrawal occur three (3) days following the date of sending the written notice of withdrawal to the other Party to the address of the Party specified in the agreement.

5. BREACH OF THE AGREEMENT

If the Contractor breaches its obligation under Article 1.3, 3.2, 4.1, 11, 13, 14, 15, 16, 18, 19 or 20, the Contractor shall pay to the Client a penalty of 1% of the purchase price.

The penalty under the preceding paragraph becomes payable on the day following the date of breach of the contractual obligation. The payment of penalty in the event of breach of an obligation does not affect the obligation to pay the penalty again in the event of a repeated breach of the same obligation or of other obligations of the Contractor. The Parties acknowledge that the obligation of the Contractor to fulfil the obligation secured by the penalty shall not terminate upon the payment of the penalty.

The payment of the penalty shall not affect the right of the Client to full compensation for damage incurred as a result of the breach of the Contractor's obligation.

6. PRICE AND TERMS OF DELIVERY

The contractual price listed in the Contractor's quotation is defined as the maximum allowable price including normal packaging; the price shall not be increased in any way. All taxes, duties and other fees paid by the Contractor in connection with the performance with the exception of VAT applicable in the Czech Republic are included in the price listed in the quotation.

Unless a different place of delivery is agreed in the agreement, the place of delivery shall be the premises of BAEST Machines & Structures, a.s. Benešov, Czech Republic according to INCOTERMS 2010. The premises shall mean the production area or warehouse used by BAEST Machines & Structures, a.s. Benešov, Czech Republic.

7. REGULAR PACKAGING

Regular packaging means that the subject of delivery and/or service will be packaged in a manner suitable for transportation. The goods

will be packaged by the Contractor considering all possible transport risks. The Contractor shall ensure flawless identification of the subject of delivery and/or service and the possibility of determining the correct quantity by means of packaging notes, signs, labels, etc.

Ownership of containers or other packaging does not pass to the Client along with the delivery only if this is expressly stated in the agreement. In such a case, the Contractor shall arrange the return of the packaging upon agreement with the Client. However, the Client is always entitled to send the packaging back to the Contractor for disposal at the expense and risk of the Contractor.

8. DETERMINING THE QUANTITY DELIVERED

The acceptance by the Client is the critical stage in which the delivered quantity is determined. Sub-deliveries are permitted only with the written consent of the Client.

9. DISPATCH

9.1 INSTRUCTIONS

Dispatch is made according to the instructions of the Client; the Client is entitled to change the address of destination up to the date of dispatch, while costs demonstrably incurred by the Contractor in connection with such a change shall be borne by the Client.

9.2 PLACE OF PERFORMANCE

The place of performance for delivery of goods and provision of service of the Contractor shall always be the destination specified in the order of the Client, or in the document specifying the change of destination in accordance with Article 9.1.

9.3 SHIPPING DOCUMENTS

The subject of delivery and/or the provided service shall be designated by the Contractor in accordance with the requirements of the Client specified in the order or subsequently communicated by the Client. Unless the Client determines otherwise, the subject of delivery and/or the provided service or a part thereof shall be labelled with a card or a plastic sticker stating the order number, the quantity delivered, dimensions, weight and quality.

Together with each delivery, the Contractor shall supply documentation on the quality on a CD-ROM that shall contain the respective material standards, materials certificates, dimensional standards and the Contractor's declaration of conformity according to ISO/IEC 17 050. Unless the listed documents are submitted along with the delivery, the delivery will not be accepted by the Client with all resulting consequences, in particular the deadline postponement. If the Contractor fails to submit the above mentioned documentation along with the delivery, the Contractor shall further pay a penalty in the amount of EUR 100 (one hundred euros) for each calendar day of delay until the delivery of the documentation. The payment of the penalty does not exempt the Contractor from the obligation relating to the penalty. The payment of the penalty shall not affect the right of the Client to full compensation for damage incurred as a result of the breach of the Contractor's obligation.

9.4 OBLIGATIONS OF THE CONTRACTOR UPON DISPATCH

If delivery is being made through a third party, then it is the responsibility of the Contractor to instruct that third party within the meaning of Article 9.3. If in accordance with Article 7 the container is not to be sent back to the Contractor, this fact must be stated in the shipping documents. The Client's right to the return of containers at the expense of the Contractor remains unaffected.

10. LIABILITY FOR DEFECTS AND COMPENSATION FOR DAMAGE

10.1 GENERAL

The Contractor is responsible for ensuring that the Subject of Performance conforms to the order, the legislation in force at the place of performance, the applicable standards of the Client, the generally recognised rules and the current state of the art, and that the Subject of Performance includes documentation in accordance with Article 9.3 of these General Purchase Conditions. The Contractor is obliged to check the suitability of standards and other rules applicable under the agreement, and, if necessary, notify the Client in writing without undue delay before the commencement of performance of any obstacles to the proper performance of the agreement, stating the reasons.

The Client is not obliged to inspect the Subject of Performance, in particular its quality, quantity, or other kind of compliance with the agreement. The Contractor is responsible for defects of the Subject of Performance at the time when the risk of damage to the goods passes from the Contractor to the Client. The Contractor is further responsible for defects that occur during the warranty period.

The Contractor shall provide the Client with a warranty according to which the entire Subject of Performance and each of its parts shall be free of any defects, whether material or legal. The Subject of Performance or a part thereof shall be considered defective if it does not meet the specifications listed in the agreement or the order, or the intended purpose of its use, or if it does not have the properties

explicitly set out in the agreement or the order or in the generally accepted regulations and practice.

10.2 WARRANTY PERIOD

The warranty period for the functionality, design, equipment and quality of the Subject of Performance shall be thirty six (36) months from the final acceptance of the Subject of Performance by the Client. The warranty period begins as of the moment of full delivery of goods / full provision of services to the Client at the destination. The warranty period does not begin as of the moment of delivery of partial performance - even if this was contractually agreed, or as of the moment of putting the partial performance into operation or use by the Client.

The warranty period shall automatically be extended by the period of time beginning with the occurrence of a defect and ending on the date of returning the Subject of Performance to perfect condition. A separate warranty period of thirty six (36) months shall apply to all replaced parts which were used by the Contractor in connection with the removal of the defect. The warranty period starts from the date of receipt of the replacement part by the Client. The cost of repairs within the warranty period shall be borne entirely by the Contractor.

10.3 EXCLUSION OF LIABILITY

The Contractor shall not be liable for any defects if it proves that the respective defect arose as a direct and prevailing consequence of the fact that the Subject of Performance was not operated by the Client in accordance with the requirements of the operational regulations and under the technical conditions specified in the agreement and the order. Until the time when the liability for the respective defect is determined, it shall be deemed that the Contractor is liable for the defect and the Contractor shall be required to continue the work associated with the removal of the defect as if it were responsible for the defect. In the event that the Contractor proves that it is not liable for the defect, the Client undertakes to reimburse the Contractor for the costs associated with the removal of the defect.

10.4 REMOVAL OF DEFECTS

If the Contractor fails to remove the respective defects without undue delay, the Client is entitled to remove the defects at the expense of the Contractor. The Client is entitled to remove the defects immediately at the expense of the Contractor where the Client considers such a removal to be urgent, particularly in relation to the services or deliveries of other contractors of the Client or to the fulfilment of the Client's obligations towards its customer.

10.5 COMPENSATION FOR DAMAGE

The Contractor is obliged to compensate the Client for damage (actual damage and loss of profit) which the Contractor or its subcontractors caused to the Client by a breach of obligations under the agreement or in connection with the performance thereof. Compensation for damage also applies to indirect and consequential damage for which the Contractor is liable, including damage resulting from the inability to use the Subject of Performance, costs associated with an alternative solution to production, suspension of production by the Client, and damage incurred by the end customers of the Client.

11. LEGAL OBJECTIONS

Should the use of the Subject of Performance lead to breaches of legislation, especially industrial or copyright law, the Contractor shall at its own cost ensure that the Client has the right to use the Subject of Performance, or the Contractor shall modify the Subject of Performance in an appropriate manner so as to prevent violations of the said rights. The Client's right to compensation for damage caused by a breach of the Contractor's obligations set out in this Article shall not be affected.

12. TRANSFER OF RISK OF DAMAGE AND OWNERSHIP

The risk of damage to and ownership of the Subject of Performance shall pass to the Client upon full acceptance of the Subject of Performance by the Client at the destination. Acceptance of partial deliveries and partial services - even if they were contractually agreed - or putting them into operation and use by the Client does not lead to the transfer of risk.

13. MATERIALS PROVIDED BY THE CLIENT

All materials provided by the Client (especially standards, specifications, drawings, calculations, regulations, etc., as well as products and tools) shall remain the property of the Client, and the Contractor is responsible for the return thereof to the Client without delay after the completion of the Subject of Performance. The Contractor acknowledges that such materials constitute trade secret of the Client. No such materials may be copied by the Contractor and the Contractor shall not make the materials available to third parties or use the materials for purposes other than the fulfilment of obligations towards the Client. In the event of breach of this obligation of the Contractor, the Contractor agrees to pay to the Client a penalty of 1% of the purchase price, but no less than EUR 1,000 (one thousand euros) for each such violation. The payment of any penalty shall be without prejudice to the Client's right to compensation for damage.

The Contractor shall not apply any right of retention in relation to such materials.

14. LIABILITY INSURANCE

The Contractor shall conclude an adequate liability insurance policy appropriate to the Subject of Performance and the risks associated with the performance of the agreement concluded with the Client. The existence of the insurance shall be documented to the Client at the latest prior to the commencement of performance in the form of the corresponding certificate of insurance or contractual documentation. Otherwise, the Client is entitled to reject performance until the submission of the appropriate certificate of insurance or contractual documentation. The Client shall determine whether the submitted certificate of insurance (contractual documentation) contains adequate coverage with respect to the Subject of Performance and the risks associated with the performance of the respective agreement concluded between the Contractor and the Client.

15. INVOLVEMENT OF SUBCONTRACTORS

The Contractor is entitled to hire third parties as subcontractors for the performance of the agreement entered into with the Client only with the written consent of the Client. The provisions of the preceding sentence shall not apply in the case of necessary acquisition of basic materials or standard or special parts. In all cases, the Contractor shall be responsible for the subcontractors as if the Contractor performed the work itself.

16. CONFIDENTIALITY OBLIGATION

Neither Party shall provide any third party with any information concerning the agreement concluded between the Parties, the conditions thereof and the negotiations associated therewith (hereinafter the "Confidential Information"), relating to the other Party, without the prior written consent of the other Party, except (i) the Party's advisers bound by the confidentiality duty to the same extent as the Parties, (ii) the competent state and other administrative authorities and courts where the Parties are obliged to provide such information under the generally binding regulations, or (iii) information which is or becomes publicly available otherwise than as a consequence of a breach of this agreement.

17. FORCE MAJEURE

17.1 CONCEPT

Force majeure means any external unforeseeable and insurmountable obstacle arising independently of the will of a Party which temporarily or permanently prevents the respective Party from fulfilling its obligations. No failure to comply with the terms on the part of subcontractors or carriers or any manufacturing issues shall constitute force majeure.

17.2 LEGAL CONSEQUENCES

Any Party that intends to apply force majeure shall notify and document such an event to the other Party in writing without undue delay. In the event of proper documentation, the event of force majeure shall relieve the affected Party of its obligations for the period of duration of such an event preventing the fulfilment of the respective obligations. If force majeure prevents the timely fulfilment of contractual obligations or lasts longer than thirty (30) days, the Client may withdraw from the Agreement in writing. The withdrawal shall be effective upon delivery of the written notice to the other Party.

18. PURCHASE PRICE, PAYMENT AND BILLING

18.1 PURCHASE PRICE

The purchase price is fixed by agreement between the Client and the Contractor and is listed in the agreement/order. The purchase price indicated is given without VAT. VAT at the rate stipulated by the applicable laws and regulations shall be added to the purchase price.

The purchase price shall mean the price of complete products including accessories, packaging, palletising, packaging costs and their labels, receipts, hand-over to the carrier, as well as insurance of products against the usual risks for the period until the risk of damage to the products passes to the Client, unless the Parties agree otherwise in writing with respect to the individual specific case.

The date of chargeable event for tax purposes is the date of issue of the tax document (invoice).

18.2 MATURITY

The purchase price is payable following the take-over of the complete Subject of Performance. The purchase price shall be paid by the Client on the basis of a tax document (invoice) issued by the Contractor within ninety (90) days of the date of receipt of such a tax document (invoice) by the Client, by bank transfer to the account of the Contractor indicated in the agreement/order. In the case of an incorrect tax document (invoice), the Buyer is entitled to suspend payment of the Purchase Price until the receipt of a corrected tax document (invoice). In such a case, the Buyer is obliged to immediately notify the Seller in writing, and the Seller shall promptly issue and deliver to the Buyer a corrected tax document (invoice).

18.3 EFFECT OF PAYMENT

If the Contractor finds any irregularities in payments received from the Client, the Contractor is obliged to immediately inform the Client thereof, stating the specific irregularities, and allow the Client a period of thirty (30) days for any possible remedy.

18.4 TIMELINESS

Payments are considered timely if they are debited from the Client’s account no later than the last day of maturity.

18.5 FORM AND CONTENT OF INVOICES

All tax documents (invoices) shall be sent to the registered office of the Client. The text of each tax document (invoice) will be written and each invoice will be structured so that the invoice can be properly and clearly compared to the order and performance, and so that expenses can be checked. The tax document (invoice) will always include the order number. The tax document (invoice) shall comprise all data and details as required by the pertinent laws and regulations. Unless the tax document (invoice) is issued in accordance with this Article 18.5, the Client shall return the invoice to the Contractor who is obliged to issue and deliver a corrected tax document (invoice) without undue delay. The corrected tax document (invoice) will have a new maturity pursuant to Article 18.2.

19. ASSIGNMENT OF ACCOUNTS RECEIVABLE

The Client is entitled to assign all of its accounts receivable from the Contractor (or a portion thereof) that are overdue to a third party. The Contractor may only assign its accounts receivable from the Client with the written consent of the Client.

20. SET-OFF

The Client is entitled to set off any of its accounts receivable from the Contractor against the accounts receivable of the Contractor from the Client based on the respective agreement. The Contractor may only set off any of its accounts receivable from the Client against the accounts receivable of the Client from the Contractor under the respective agreement with the written consent of the Client.

21. GOVERNING LAW

These General Purchase Conditions, including their interpretation, shall be governed by the laws of the Czech Republic, excluding its rules of private international law.

The validity of this agreement on the choice of law shall be governed by the laws of the Czech Republic.

22. DISPUTE RESOLUTION

The Parties undertake to make every effort to settle all disputes arising from the respective agreement. The term “dispute” means any situation in which either Party has a claim against the other Party arising from or in connection with the respective agreement, including any claims arising out of the termination of the respective agreement, claims for compensation, settlement, unjust enrichment, damages, losses, profits, loss of profits, loss of income, impairment of business assets, or any other adverse effects, changes, facts, events or circumstances and claims arising therefrom, while the claim exercised in such a way is disputed between the Parties.

If the Parties fail to resolve any dispute amicably within 60 days of the occurrence of the dispute under the previous paragraph, such a dispute, including the issues of validity, interpretation, implementation or termination of the rights arising from the respective agreement,

shall be resolved by the Czech court with substantive jurisdiction. In such a case, the Parties agree that the court with territorial jurisdiction shall be the District Court at the place of the Client’s registered office, if the substantive jurisdiction of a District Court is given in the particular case, or the Regional Court in Prague, if the substantive jurisdiction of a regional court is given in the particular case.

23. FINAL PROVISIONS

These General Purchase Conditions shall form an integral part of the order or agreement concluded between the Contractor and the Client which refers to them. In the event of any conflict between such an agreement and the provisions of the General Purchase Conditions, the provisions of the agreement shall prevail. Inapplicability of certain provisions of these General Purchase Conditions due to an inconsistency with the agreement shall not result in the inapplicability of the remaining provisions of the General Purchase Conditions.

Should any provision of these General Purchase Conditions or the agreement whose part they form be declared invalid, ineffective or unenforceable by a court or another authority, such a provision shall be deemed separated from the agreement and the validity of the other provisions of the agreement shall not be affected, unless it ensues from the nature of such a provision, the content thereof and/or the circumstances under which such a provision was entered into that it cannot be separated from the remaining content of the agreement. In that event, the Parties shall enter into such amendments to the respective agreement without undue delay which will enable the achievement of the same result or, if not possible, the achievement of any result which comes as close as possible to the result that should have been achieved by the invalid, ineffective or unenforceable provision.

In the event of any conflict between different language versions of the General Purchase Conditions, the Czech version shall prevail.

These General Purchase Conditions supersede all the previous versions hereof, and the Client may modify or supplement them at any time, especially in the event of a change to legislation or to the Client’s line of business. The Client shall place the applicable and previously effective General Purchase Conditions on its website (www.baest.cz) in the “Downloads” section.

The Contractor shall agree to the new General Purchase Conditions in writing (including fax or electronic confirmation), by accepting the purchase agreement or the order, or by making the first payment of the agreed purchase price or a portion thereof, after the modification of the General Purchase Conditions.

The Contractor assumes the risk of a change in circumstances pursuant to Section 1765 of the Civil Code.

The Parties expressly exclude the provisions of Sections 1799 and 1800 of the Civil Code in accordance with the provisions of Section 1801 thereof.

The Parties agree on the exclusion of Section 1978 (2) of the Civil Code which states that the futile expiry of the additional deadline shall result in the automatic withdrawal from the agreement.

The Parties further exclude the application of Section 1751 (2) of the Civil Code which states that an agreement is concluded even if there is no complete understanding between the parties.

The rights and obligations of the Parties shall be governed by the Civil Code in accordance with Section 3028 (3) thereof. These General Purchase Conditions came into force and effect on 16.12.2013

I hereby confirm that I have read these General Purchase Conditions on behalf of company, that I understand all the provisions hereof, and that I do not consider any of the provisions to be extraordinary or otherwise deviating from general business practices.

Place:

Date:

Name:

Title:

After **completion** (place, date, name and title) and **signing**, please send to BAEST Machines & Structures, a.s., Černošská 1930, 256 01 Benešov, along with the confirmed order.