

**General Terms and Conditions of Purchase
for the Company Workpress Aviation s.r.o.**

Workpress Aviation s.r.o.ID: 291 60,715

Tax ID: CZ29160715 registered office Plzeň, Folmavská 2980/2, Jižní Předměstí, Postal Code 301 00 (hereinafter referred to as the "**Contact Address**"), registered in the Commercial Register kept at the Regional Court in Plzeň, Section C, Insert 27865

Bank account no. 5003203965/5500

E-mail address nakup@workpressaviation.com (hereinafter referred to as the "**Contact Email**") Represented by Jiří HECKEL, Executive Officer

(hereinafter referred to as the "**Customer**")

I. Introductory provisions

1. These General Terms and Conditions (hereinafter referred to as "**GTC**") pursuant to Section 1751 paragraph 1 of Act No. 89/2012 Coll, Civil Code, as amended (hereinafter referred to as the "**Civil Code**") regulate the mutual rights and obligations between the Customer and the Supplier regarding all contractual relations arising between the Customer and the Supplier in connection with the supply of goods or services by the Supplier, in particular, but not exclusively, regarding contractual relations under the purchase contract pursuant to Section 2079 et seq. Civil Code, where the subject matter of the contract is the delivery of goods, and a contract for work pursuant to Section 2586 et seq. of the Civil Code, where the subject matter of the contract is the performance of the work.
2. Supplier means an entity with which a contract has been concluded, or an entity that has received a proposal for the conclusion of a contract in the form of an order, and that has made a declaration or other timely legal action towards the Customer as the ordering party from which consent to the content of the order or consent to the conclusion of the contract can be inferred, as provided for in the GTC. The Supplier is in particular, but not exclusively, the Seller in the case of a purchase contract or the Contractor in the case of a contract for work.
3. goods shall mean goods already produced (in particular the subject of purchase), as well as goods that are yet to be produced on the basis of the contract with the supplier (in particular the work), and, unless the GTC indicate otherwise, or if this is not contrary to their nature, also services provided by the supplier. Price means the consideration for the goods provided by the supplier, including but not limited to the purchase price, the price for the work and the price for the services provided.
4. By concluding the contract in the manner prescribed by these GTC, the Supplier confirms that it has familiarised itself with the contents of these GTC and that it will abide by them in the respective contractual relationship. The provisions of the GTC are an integral part of the contract. Provisions deviating from the GTC may be agreed in a separate contract. Deviating provisions in a separate contract take **precedence** over the provisions of the GTC. The provisions of the GTC shall prevail over those provisions of the Supplier's own terms and conditions that conflict with the provisions of the GTC, provided that the Customer has agreed in writing to the Supplier's own terms and conditions.
5. These GTC are publicly available on the Customer's website available at <https://www.workpressaviation.com/cs/> (hereinafter referred to as the "**Website**"), so as to enable their archiving, reproduction, preservation and re-display by the Supplier.

II. Conclusion of the contract

1. A written order issued by the Customer is a proposal for the conclusion of a contract. The order must contain at least the identification data of the Customer, the specification and quantity of the requested goods, the price or the method of its determination, if applicable, the place and date of delivery and the method of transport. The Customer shall attach the text of the GTC to the order.
2. The written offer may be delivered to the Supplier by post, data box or email. In case of doubt, the offer shall be deemed to have been received within three days of its dispatch.
3. The contract is concluded at the moment of unconditional acceptance of the order by the Supplier. The acceptance of the order shall be confirmed by the Supplier by issuing a written confirmation of acceptance of the order. By accepting the order, the Supplier confirms that it has read the contents of the order (including any specification of requirements for the goods) and the contents of the GTC, understands them and agrees to them. The Supplier shall not be entitled to any additional payment or extension of the time for performance due to a misinterpretation of the order and the terms of performance of the contract. The Supplier hereby declares that it assumes the risk of a change of circumstances. If the Supplier is a legal person, the Customer shall reasonably and in good faith assume that a person authorised to act on behalf of the legal person and to represent the legal person within the meaning of the Civil Code has confirmed and accepted the order on its behalf.
4. The deadline for acceptance of the order by the Supplier is 2 (in words: two) days from the date of its delivery. If the order is not accepted within this period, the order shall be deemed to have expired. The Customer may cancel the order until notification of acceptance of the order is received by the Supplier.
5. In accordance with Section 1740 paragraph 3 of the Civil Code, the Customer hereby excludes in advance the acceptance of an order with an amendment, change or deviation. Any amendment, change or deviation from the order shall be considered as a new proposal for conclusion of the contract, which is subject to the Customer's consent within the time limit according to Article II, paragraph 4 of the GTC.
6. If the Supplier attaches its own terms and conditions to the acceptance of the order, the Supplier is only bound by them if it agrees to them in writing. In this case, the provisions of the Supplier's terms and conditions shall only apply if they do not conflict with the contract and the provisions of the GTC; in the event of a conflict, the provisions of the GTC shall prevail. The provisions of Section 1751(2) of the Civil Code are excluded.

7. A non-binding request for the specification, quantity, price of goods offered by the Supplier shall not be considered an order issued by the Customer.

III. Subject of the contract

1. By concluding the contract, the Supplier undertakes to deliver and hand over the goods to the Customer and to enable the Customer to acquire title to the goods.
2. The Customer undertakes to accept the goods duly delivered and to pay the Supplier the price for the goods.

IV. Conditions of contract performance

1. The Supplier is obliged to deliver the goods within the time specified in the order. If the term of performance is not specified in the order, the Supplier is obliged to deliver the goods no later than 30 (in words: thirty) days from the date of conclusion of the contract. Within the meaning of Section 1962 (2) of the Civil Code, the date of performance is agreed in favour of the Supplier, which is entitled to deliver the goods earlier, but is obliged to inform the Customer in advance of the delivery date and the Customer must agree to the earlier delivery date.
2. The Supplier shall deliver the goods in the quality and workmanship specified in the contract. Unless otherwise specified, the Supplier is obliged to perform to the highest quality. If the quality and performance of the goods is described by state technical standards, these standards are binding on the supplier.
3. Unless otherwise specified in the contract, the goods must be new and unused and must be of a quality, quantity, measure, weight, free from defects and conform to the binding technical, hygiene and safety standards and regulations.
4. Unless otherwise specified in the contract and unless the goods are perishable, the Supplier provides a warranty period of 60 (sixty) months from the date of acceptance by the Customer.
5. The Supplier is fully responsible for the delivery of the goods in accordance with the concluded contract. In the event that the goods are handed over to any third party or carrier who has not been duly authorised by the Customer to receive the goods under the Contract, the Customer shall be fully responsible for the acts of the entity to which it has handed over the goods. The Supplier shall be liable for damage caused to the Customer by such entity

V. Delivery and acceptance of goods

1. The obligation to hand over the goods at the place of performance is fulfilled by the Customer's acceptance of the goods at the place of performance in accordance with this article of the GTC. The place of performance is the Customer's registered office, unless otherwise specified in the contract.
2. Upon handover of the goods, the Supplier shall hand over to the Customer all documents relating to the goods, in particular (where appropriate and applicable) the instruction manual, warranty card, technical documentation and declaration of conformity.
3. Upon delivery of the goods, the Supplier shall submit a delivery note to the Customer, which shall contain at least the designation of the Parties, the order (contract) number, description and quantity of the goods, and the date of receipt of the goods.
4. Upon receipt of the goods, the Customer shall inspect the goods. The Customer shall indicate any apparent defects found on the delivery note. This does not exclude the Customer's right to later inspect the goods in detail and to claim other defects found.
5. The Customer shall only accept goods that are in perfect condition or that contain only minor defects that do not impair the functionality of the goods and/or the safety of their use. Pending the rectification of such defects, the Customer shall be entitled to apply the retainage pursuant to Article VI, paragraph 6.
6. Acceptance of the goods shall be effected by signing the delivery note by the Customer. Upon acceptance of the goods, the title to the goods shall pass to the Customer. The risk of damage to the goods shall pass to the Customer upon acceptance of the goods.
7. If the Seller delivers a larger quantity of goods than stated in the order, the contract for this larger quantity is not concluded. The provisions of Section 2093 of the Civil Code shall not apply.

VI. Price and payment terms

1. The price becomes binding upon conclusion of the contract. The price in the contract is set as the final price without VAT. Price increases are only possible by the prior agreement of both Parties.
2. The price includes all costs related to the implementation of the contract. The Supplier shall not be entitled to charge the Customer additional fees beyond the agreed price, e.g. for quotations, samples, test deliveries and sample materials, etc.
3. In the event that the goods/works are not delivered in full at the Customer's request or the Customer requests delivery of certain products without installation, the Supplier is entitled to issue an invoice in the amount corresponding only to the price of the goods and works actually delivered.

4. The Customer shall pay the price on the basis of a tax document - invoice (hereinafter referred to as "invoice") issued by the Supplier. The customer is not obliged to make advance payments unless the Parties agree otherwise in the contract.
5. The Supplier is entitled to issue an invoice for the price of the goods only after the Customer has taken delivery of the goods. The date of handover and acceptance indicated on the relevant delivery note shall be the date of the taxable supply. A copy of the delivery note will be attached to the invoice.
6. In the event that the Buyer has accepted the goods with minor defects, the Buyer is entitled to make a retention payment for a part of the price corresponding, in its judgement, to the difference between the price of the goods with defects and the goods without defects, until the Supplier has remedied the defects in the goods.
7. The invoice is due within 60 (in words: sixty) days from its delivery to the Customer, unless otherwise expressly agreed in the contract.
8. The invoice must contain the details according to the applicable legislation, in particular Act No. 235/2004 Coll., on Value Added Tax, as amended (hereinafter referred to as the "VAT Act"), Section 435 of the Civil Code, the order or contract number and the supplier's bank account. If the invoice does not contain these elements, they are incorrect or the price is incorrectly stated, the Customer is entitled to return it for correction within the due date. The new due date will begin upon receipt of the corrected invoice.
9. The date of payment shall be deemed to be the date on which the relevant amount is credited from the Supplier's account to the Customer's account.
10. If according to Section 109 of the VAT Act the Customer as the recipient of the performance will be liable for the unpaid tax on this performance, the Customer is entitled to pay the tax for the supplier directly to the tax administrator of the Supplier for the purpose of a special method of securing the tax according to Section 109a of the VAT Act. The Customer shall inform the Supplier in writing of the payment. The tax paid in this way reduces the Supplier's receivable from the Customer by the relevant tax amount.

VII. Packaging

1. The Supplier shall package the goods in the manner customary for the relevant goods and in the manner necessary for the preservation of the goods and their properties, unless the packaging is specified in the contract (order) or in the technical conditions of delivery, which are usually an annex to the contract (order).
2. Packages must be properly labelled with guides and details of the contents, with full identification of the contract (order).
3. If the Supplier uses returnable packaging or means of transport for the delivery of the goods, the Supplier shall mark such packaging on the delivery note with the word "returnable packaging" and shall be entitled to invoice the price thereof in the event of non-return within the agreed period by the Customer. The use of returnable packaging and/or means of transport and their cost must be approved in advance in writing by the Customer.
4. Returnable packaging and/or means of transport according to Article VII, paragraph 3 of the GTC are subject to the reservation of resale according to Section 2139 of the Civil Code. The Customer is entitled to return the returnable packaging or means of transport to the Supplier at its own expense within 12 (in words: twelve) months from the receipt of the respective goods for the price determined in accordance with Article VII, paragraph 3 of the GTC.

VIII. Sanctions

1. In case of delay in delivery of the goods, the Customer is entitled to demand from the Supplier payment of a contractual penalty, namely in the first 15 (in words: fifteen) days 0.05% (in words: five hundredths of a percent) of the price of the goods for each day of delay and in the following days 0.1% (in words: one tenth of a percent) of the price of the goods for each day of delay. If the Supplier is in delay with the delivery of the goods for more than 31 (in words: thirty-one) days, the contractual penalty is 1% (in words: one percent) of the price of the goods for each day of delay.
2. In the event of delay in the date of commencement of the removal of the claimed defect, the Customer shall be entitled to demand payment of a contractual penalty of CZK 1,000 for each day of delay.
3. If the Customer fails to pay the invoice within 60 days after the due date of the price for the goods set out in the invoice, the Supplier shall be entitled to charge the Customer default interest at the rate of 0.05% (in words: five hundredths of one percent) of the price for each day of delay starting from the 61st day after the due date of the price for the goods set out in the invoice.

IX. Rights from defective performance, rights from warranty, compensation for damage for defective goods

1. The Supplier shall be liable for defects in the goods at the time of their delivery to the Customer. The Supplier shall be liable to the Customer that at the time the Customer has taken delivery of the goods:
 - the goods have the characteristics agreed between the Parties and, in the absence of an agreement, have the characteristics described by the Supplier or manufacturer or expected by the Customer in view of the nature of the goods and on the basis of the advertising carried out by them;
 - the goods are fit for the purpose for which the Supplier states they are to be used or for which goods of that kind are usually used;
 - the goods correspond in quality or workmanship to the agreed sample or specimen, if the quality or workmanship was determined according to the agreed sample or specimen;
 - the goods are in the appropriate quantity, measure or weight; and

- the goods comply with the requirements of the legislation.
2. In the event of a defect in the goods, the Customer shall notify the Supplier of the defects within 30 (in words: thirty) days. Defects in the goods shall be notified by the Customer in writing (hereinafter referred to as "**defect notification**"), where the content of the defect notification shall be a description of the defect and the Customer's choice of the Supplier's liability for defects pursuant to Section 2106 et seq., or Section 2615 et seq. Civil Code.
 3. The Supplier shall be obliged to comment on the Customer's claims no later than 7 (in words: seven) days from the delivery of the defect notification. Otherwise, it shall be deemed to accept the Customer's claims without reservation.
 4. The Supplier shall be liable for defects found during the warranty period, unless it proves that the defect was caused by the use of the goods by the Customer in violation of the terms of the contract. Until the Supplier proves that the Customer is responsible for the defect, the Supplier shall be deemed to be responsible for the defect. In the event of a defect detected within the warranty period, the Customer is entitled to exchange the goods for new ones.
 5. If the Customer asserts a claim for the removal of the defect, the Supplier shall be obliged to commence and duly continue the work related to the removal of the defect without undue delay, but no later than within 5 working (in words: five) days from the notification of the defect, until the defect is removed, even if the Supplier proves that it is not responsible for the defect during the removal of the defect, unless the Customer stipulates otherwise.
 6. In the event that the Supplier fails to commence the removal of the defect within the specified time limit or is otherwise in default of the obligation to properly proceed with the work associated with the removal of the defect, the Customer shall be entitled to remove the defect itself or have it removed, at the Supplier's expense. This is without prejudice to any rights of the Customer under the Contract.
 7. Newly delivered or replaced goods or part thereof within the warranty period shall be subject to the warranty period of the original length, which begins on the date of delivery of such goods or part thereof.
 8. The Supplier shall reimburse the Customer for its costs and expenses directly or indirectly related to the repair or replacement of the defective goods.
 9. The Customer is entitled to demand payment in full of all costs reasonably incurred in connection with the handling of claims for defects in the goods for which the Supplier is responsible (costs of return shipment of the defective goods, costs of any expert opinions, postage, freight, etc.).
 10. If the Buyer's returnable packaging is used to transport the defective goods, the Supplier is obliged to pay a proportionate part of the price for its wear and tear.
 11. Claims for liability for defects in the goods are without prejudice to claims for damages or contractual penalties, which the Supplier is entitled to claim in full. The provisions of Section 2050 of the Civil Code are excluded.
 12. The Customer is entitled to compensation for damages arising in connection with or as a result of defects in the goods or other breach of contract. In accordance with Section 2894(2) of the Civil Code, the Parties also agree to compensate for non-pecuniary damage.

X. Withdrawal from the contract

1. The Parties shall have the right to withdraw from the contract for the reasons set out in the legislation.
2. The Customer is entitled to unilaterally withdraw from the contract in the event of a material breach of contract by the Supplier. The Parties agree that, within the meaning of Section 202(1) of the Civil Code, they consider the following in particular to be a breach of contract in a material manner:
 - a) delay of the supplier in delivery of the goods for more than 14 (in words: fourteen) days;
 - b) delivery of goods with obvious material defects;
 - c) delay of the Supplier in commencing work to remedy defects in the goods for more than 14 (in words: fourteen) days.
3. Withdrawal from the Contract must be made in writing and delivered to the other Party. Withdrawal terminates the Contract from the outset.
4. Withdrawal from the Contract shall not affect the obligation of the relevant Party to pay a contractual penalty or compensation for damages.
5. The Customer who has validly withdrawn from the contract under the terms and conditions set out in the GTC is obliged to return the goods to the Supplier within 30 (in words: thirty) days of withdrawal. The costs of returning the goods to the supplier shall be borne by the party who has breached the contract resulting in the withdrawal.
6. If the Customer withdraws from the contract validly and under the terms and conditions set out in the GTC, the Supplier shall immediately, but no later than within 30 days of withdrawal from the contract, return to the Customer all monies, including delivery costs, received from the Customer in the same manner in which they were paid. The Supplier shall only return the funds received to the Customer by other means if the Customer agrees and if no additional costs are incurred.

XI. Protection of confidential information

1. All information provided by the Parties to each other in the negotiation of and in connection with the Contract shall be confidential and neither Party to whom such information has been provided shall disclose it to any third party or use it contrary to its purpose for its own purposes. Furthermore, the Parties shall treat as confidential and keep secret any information concerning the goods which is not publicly available or known. In this context, the Parties undertake to keep confidential all their employees or persons whom they assign to perform partial tasks in connection with the performance of the subject matter of the Contract
2. The obligation of confidentiality does not apply to information that:
 - a) may be disclosed without breach of contract,
 - b) have been released from these restrictions by written agreement of both Parties,
 - c) are known or have been disclosed otherwise than as a result of a breach of duty by one of the Parties,
 - d) the recipient knows them before they are communicated by the Party,
 - e) are requested by a court, prosecutor's office or competent administrative authority on the basis of law, or whose publication is required by law,
 - f) disclosed by a Party to a person bound by a legal duty of confidentiality (e.g. a lawyer) for the purpose of exercising its rights.
3. Article XI. The GTC also applies to all moulds, tools, model designs, markings, standards and/or printed materials provided by the Customer and manufactured items. They may not be passed on to third Parties without the written consent of the Customer, nor may they be used for purposes other than the performance of the contract.
4. In the event of a breach of the obligation under this Article XI. of the GTC, the Party concerned is entitled to demand from the other Party the release of the benefit from the transaction in which it has breached this obligation or the transfer of the corresponding rights free of charge to the entitled Party. This is without prejudice to the right to compensation for damages. In this case, the Parties expressly agree to compensate for non-pecuniary damage as well.

XII. International element

1. If the Supplier is a natural or legal person with a place of business/residence outside the Czech Republic (hereinafter referred to as "Foreign Supplier"), the following provisions shall apply to the contract concluded between the Customer and the foreign Supplier, which shall prevail over the other provisions of these GTC.
2. The legal relationship arising between the Customer and the foreign supplier on the basis of the contract shall be governed by Czech law. Czech courts have jurisdiction over disputes arising from this legal relationship. The Parties agree that the court of the Czech Republic, in whose district the Customer's registered office is located, shall have jurisdiction to settle disputes between them. The UN Vienna Convention on Contracts for the International Sale of Goods of 11. 04. 1980, which was promulgated for the Czech Republic under No. 160/1991 Coll., shall not apply.
3. If no assembly is required or if assembly is to be carried out by the Customer under the contract, the Foreign Supplier shall fulfil its obligation to deliver the goods as soon as the goods are handed over to the Customer at the place of performance or for transportation by the Customer or for transportation by a carrier agreed between the Foreign Supplier and the Customer. Unless otherwise agreed, the Foreign Supplier shall bear the cost of transport.
4. The risk of damage to the goods (e.g. loss or deterioration of the quality of the goods) as well as any additional costs incurred shall pass from the Supplier to the Customer upon delivery of the goods at the place of performance.

XIII. Final provisions

1. These Terms and Conditions shall apply as set out on the Customer's Website on the date of sending an electronic or written order, unless otherwise agreed in writing between the Parties. The Seller confirms that it has read these GTC, understands all the terms, conditions and/or rights and obligations arising from the GTC and expressly agrees to them by concluding the contract / confirming the order.
2. The Parties agree that the contract shall be interpreted in accordance with and produce legal consequences only in accordance with the provisions expressly expressed in the contract and in accordance with the law, to the exclusion of consequences arising from the custom and established practice of the Parties. According to Section 558(2) of the Civil Code, the Parties have agreed that commercial practices generally or in the industry shall not be taken into account.
3. Unless otherwise expressly provided for in these GTC, the written form of the legal transaction is observed via electronic mail (email). The Customer's email address means the Contact email as well as the Customer's email from which the order or proposal for conclusion of a contract or other legal action was made. The Supplier's email address means the email published by the Supplier on its website as its contact email, the email from which the Supplier responds to the Customer's order or its proposal to conclude a contract, or the email from which the Supplier takes other related legal actions. The Supplier's legal action via its email is binding regardless of whether or not the person performing the legal action has been authorised by the Supplier to do so.
4. The Seller may change or supplement the wording of the Terms and Conditions. This provision does not affect the rights and obligations arising during the validity of the previous version of the Terms and Conditions.

These terms and conditions shall take effect on 1.8.2021



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