

These Terms and Conditions (hereinafter the "**T&C**") govern the relationship between **Obchodní společnost KREDIT, spol. s r.o.**, as the supplier (hereinafter the "**Company**"), and the purchaser (hereinafter the "**Customer**"; the Company and the Customer hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**"), arising from a contract or agreement for the supply of goods, work, or services (hereinafter the "**Subject Matter of the Contract**") or any similar arrangement between the Company and the Customer (hereinafter the "**Contract**"). Unless otherwise agreed in the Contract, the relationship between the Parties shall be governed by Sections 2079 et seq., 2586 et seq., or other relevant provisions of Act No. 89/2012 Coll., the Civil Code (hereinafter the "**Civil Code**"), depending on whether the nature of the Contract is a purchase agreement, a contract for work, or another contractual type. If the Contract or these T&C do not regulate any part of the relationship between the Parties, the relevant provisions of the laws of the Czech Republic, in particular the Civil Code, shall apply. The Customer acknowledges these T&C as binding and applicable to all performances to be provided under the Contract.

1. CONCLUSION OF THE CONTRACT

1.1 A Contract means, in particular but not exclusively, a purchase agreement, a contract for work, or a service agreement under which the Company supplies the Subject Matter of the Contract to the Customer and the Customer is obliged to pay the agreed consideration.

1.2 The Contract is concluded by:

- (i) confirmation of the Customer's order by the Company,
- (ii) execution of a written or oral contract, or
- (iii) unconditional acceptance by the Customer of the Company's binding offer.

The Parties exclude the possibility of concluding the Contract by conduct. The Parties expressly state that a written Contract may also be concluded through email communication between the Parties without a guaranteed or other qualified electronic signature, provided that the Parties are represented by duly authorized persons under the Contract or the Civil Code.

1.3 Any amendments or additions to a valid written Contract may only be made in writing by mutual agreement of the Parties. For the purposes of the Contract, the Parties consider email communication between duly authorized persons, even without a guaranteed or qualified electronic signature, to constitute written form.

1.4 As of the date of conclusion of the Contract, all terms and circumstances previously agreed upon or discussed between the Parties become invalid, except for these T&C and the terms and circumstances agreed in the Contract.

2. OBLIGATIONS OF THE PARTIES

2.1 The Company shall deliver the Subject Matter of the Contract to the Customer in accordance with the terms agreed in the

Contract, particularly in the agreed quality, quantity, and design, and shall transfer ownership thereof to the Customer.

2.2 The Company shall package the Subject Matter of the Contract in a manner that ensures a level of protection sufficient to prevent damage. Packaging other than the standard type may also be agreed upon in the Contract. The handling of packaging waste at the destination and the fulfillment of Extended Producer Responsibility (EPR) obligations in the country of delivery are the responsibility of the Customer, unless otherwise agreed in the Contract.

2.3 The Company declares that the Subject Matter of the Contract complies with all applicable legal regulations.

2.4 The Customer shall accept the Subject Matter of the Contract even if it contains minor defects.

2.5 Partial deliveries are permitted and may be invoiced separately by the Company.

2.6 The Customer shall accept the Subject Matter of the Contract and pay the purchase price (hereinafter the "**Purchase Price**") in the manner and within the deadlines agreed in the Contract. For the purposes of these T&C and the Contract, the Purchase Price shall also mean the contract price in the case of a contract for work or any other consideration agreed by the Parties.

2.7 The Parties shall inform each other without undue delay of all facts that may affect the proper and timely performance of the Contract.

3. PAYMENT TERMS

3.1 Payment shall be deemed duly made if credited to the Company's account within the period agreed in the Contract.

3.2 The Customer may unilaterally offset against the Company's claim for payment of the Purchase Price only those claims of the Customer that are undisputed, due, and related to the specific Contract.

3.3 If payment in installments has been agreed, the Company shall be entitled, in the event of delay in payment of any installment, to declare the entire Purchase Price immediately due by written notice sent to the Customer at any time during such delay.

3.4 The Company shall invoice the Purchase Price by means of an invoice containing all legally required tax document particulars.

3.5 The Company becomes entitled to payment of the Purchase Price on the date the Subject Matter of the Contract is delivered to:

- (i) the Customer,
- (ii) a third party designated by the Customer or agreed by the Parties, or

(iii) the first carrier if transportation is provided by a carrier other than the Company. On that date, the Company is entitled to issue a tax document.

3.6 Unless otherwise agreed, the due date of the Purchase Price is 14 days from delivery of the invoice. The Parties agree that invoices may be sent electronically by email.

3.7 Failure to pay the Purchase Price or any part thereof within 10 days of its due date constitutes a material breach of the Contract and entitles the Company to withdraw from the Contract. Section 2133 of the Civil Code shall not apply. Withdrawal becomes effective upon delivery of the notice of withdrawal to the Customer.

If the Company withdraws from the Contract for this reason, the Customer shall return the Subject Matter of the Contract. The Company shall also be entitled to a one-time contractual penalty of 20% of the Purchase Price. The contractual penalty is preventive and punitive in nature. If the Purchase Price is payable in stages, entitlement to the contractual penalty arises once, on the first day of delay in payment of the relevant installment. The Customer shall pay the contractual penalty within 10 days of receipt of the written demand. The Company's right to claim damages remains unaffected.

4. PURCHASE PRICE

4.1 Unless otherwise agreed, the Purchase Price is stated exclusive of VAT at the applicable statutory rate.

4.2 The Purchase Price includes the cost of packaging and marking the Subject Matter of the Contract. Any non-standard packaging or special surface treatment required by the Customer must be specified in the Contract.

4.3 The Customer shall bear all costs and charges arising in connection with delivery of the Subject Matter of the Contract outside the Czech Republic, including customs duties, taxes, import charges, and similar fees.

5. RETENTION OF TITLE

5.1 The Subject Matter of the Contract remains the property of the Company until full payment of the Purchase Price. During the period of retention of title, the Customer bears all risks and costs associated with the Subject Matter of the Contract.

5.2 If the Subject Matter of the Contract subject to retention of title is processed, the processed item shall remain the property of the Company. The Company's right to damages remains unaffected.

5.3 During the period of retention of title, the Customer may not dispose of, pledge, or encumber the Subject Matter of the Contract without the Company's prior written consent.

5.4 The Customer shall immediately notify the Company of any damage to the Subject Matter of the Contract, enforcement

proceedings, or similar measures affecting it and shall provide copies of all related documents.

5.5 The exercise of retention of title or the return, repossession, or seizure of the Subject Matter of the Contract shall not constitute withdrawal from the Contract.

6. DELIVERY OF THE SUBJECT MATTER OF THE CONTRACT

6.1 If the delivery date is not expressly agreed, the Company shall determine it within 30 days of conclusion of the Contract with regard to the nature of the Subject Matter, production capacity, material availability, payment of advances, and Customer cooperation.

6.2 The Company fulfills its delivery obligation by: (i) handing over the Subject Matter to the Customer or the first carrier, or (ii) signing a handover protocol by both Parties.

The Customer may not unreasonably refuse to sign the handover protocol and must accept the Subject Matter even with minor defects.

6.3 If dispatch or handover is delayed for reasons attributable to the Customer, the Company may, after 10 days from notification that the Subject Matter is ready, charge reasonable storage costs up to a maximum of 50% of the Purchase Price.

6.4 Where Customer cooperation is necessary, the Company shall request it and specify a reasonable deadline. Any delay by the Customer extends the delivery period accordingly.

6.5 Specific delivery conditions may be agreed in accordance with INCOTERMS 2020.

7. DELAY

7.1 The Company is not obliged to deliver the Subject Matter of the Contract if the Customer is in default of any payment under the Contract. The delivery period shall be extended by the duration of the Customer's payment delay.

7.2 Failure by the Customer to accept the Subject Matter of the Contract in the agreed manner and time constitutes a material breach of the Contract and entitles the Company to withdraw from the Contract.

Withdrawal becomes effective upon delivery of notice to the Customer. In such a case, irrespective of whether the Company withdraws, it may claim a contractual penalty of 20% of the Purchase Price. The Customer shall pay it within 10 days of dispatch of the written demand. The Company's right to damages remains unaffected.

8. WARRANTY

8.1 The Company provides a warranty period of 24 months if agreed in the Contract, commencing on:

- (i) delivery of the Subject Matter to the Customer or the first carrier, or
- (ii) signing of the handover protocol by both Parties.

8.2 The Customer shall inspect the Subject Matter without delay and report any defects immediately.

8.3 Claims concerning quantity discrepancies must be made within 5 business days from receipt; otherwise, they expire.

8.4 Claims concerning apparent defects must be made upon receipt; otherwise, they expire.

8.5 Claims concerning hidden defects must be made immediately upon discovery and no later than within the statutory period.

8.6 Defect claims must be submitted in writing to the address specified in the Contract or, if not specified, to the Company's registered address. Email communication between authorized persons shall also be deemed written form.

8.7 The claimed defect must be clearly identified, including the type of Subject Matter and a description of the defect and its extent.

8.8 No warranty claims arise where defects result from improper use, unprofessional handling, or negligent treatment.

8.9 The Customer may not permit third-party modifications to the design, packaging, or nature of the Subject Matter of the Contract.

8.10 If it is found that the Company is not responsible for the defect, the claim shall be considered unjustified. The Customer shall reimburse 100% of the costs incurred by the Company in investigating the claim, including transport costs.

8.11 If the Customer is in default of payment, the Company is not obliged to commence or continue defect removal until all outstanding amounts have been paid.

8.12 A defect means a deviation from the characteristics expressly agreed in the Contract.

Not regarded as defects are normal wear and tear and defects caused by the Customer or third parties.

Assessment principles include:

- a. visual defects are assessed under diffuse daylight from a distance of 1 meter; surface defects smaller than 0.5 mm are not considered defects;
- b. rail and wheel defects are assessed according to the document "Dimensional Standards and Assembly Tolerances";
- c. beam deflection is assessed individually according to applicable Czech standards;
- d. dimensional and manufacturing tolerances follow the manufacturer's technical documentation.

8.13 The following shall not be considered defects:

- a. additional adjustment of the Subject Matter after its initial adjustment;
- b. software modifications required due to changes in the Customer's operation;

c. damage caused by improper storage or handling by the Customer;

d. defects arising after servicing by a party not authorized or approved by the Company.

8.14 The Company shall remedy a justified defect within thirty (30) days of receipt of the claim unless a longer period is agreed or required by the nature of the defect.

8.15 The method of remedying a justified defect shall be determined exclusively by the Company. If a defective part can be repaired, the Customer is not entitled to replacement of the part.

8.16 The Company reserves the right to assess the claim at the location of the claimed Subject Matter. If the Customer prevents such assessment, the Company cannot be deemed in delay.

9. TRANSFER OF RISK

9.1 All risks relating to the Subject Matter of the Contract, including risk of damage, pass to the Customer in accordance with the Contract, or otherwise upon delivery to the first carrier or acceptance by the Customer or another designated person.

9.2 If the Customer fails to accept the Subject Matter as agreed, all risks pass to the Customer on the first day of such delay.

10. LIABILITY

10.1 If a Party is prevented from performing due to force majeure as defined in Clause 10.2, the performance period shall be extended by the duration of the obstacle and the time reasonably required thereafter.

10.2 Force majeure includes, without limitation, natural disasters, fires, wars, civil wars, strikes, terrorist acts, uprisings, revolutions, piracy, sabotage, accidents, and unforeseeable, unavoidable, and extraordinary acts of third parties.

10.3 For the purposes of these T&C, force majeure is an event that:

- (i) objectively prevents performance;
- (ii) could not reasonably have been foreseen before conclusion of the Contract;
- (iii) is beyond the control of the Parties; and
- (iv) the affected Party was not already in default when the event occurred.

10.4 The Parties shall immediately inform each other of any force majeure event, including its nature, commencement, expected duration, and possible measures to mitigate damage. Failure to do so means the event shall not be regarded as force majeure.

regarding interpretation, inconsistency, ambiguity, or conflict between language versions, the Czech language version shall prevail and govern the interpretation of these Terms and Conditions.

Obchodní společnost KREDIT, spol. s r.o.
Slavkov 284, 687 64
Czech Republic

11. WITHDRAWAL FROM THE CONTRACT UNDER CZECH LAW

11.1 In addition to other grounds stated in the Contract or these T&C, the Company may withdraw from the Contract if:

- (i) the Customer becomes insolvent, bankruptcy proceedings are initiated against the Customer, or an insolvency petition is dismissed due to insufficient assets; or
- (ii) the Customer breaches another obligation under the Contract and fails to remedy the breach within a reasonable period, not exceeding 15 days from receipt of the Company's written notice.

12. ASSIGNMENT OF RIGHTS

12.1 The Customer may assign or transfer any rights or obligations under the Contract only with the Company's prior written consent. The Company may assign or transfer any rights or obligations under the Contract without the Customer's consent.

13. GOVERNING LAW

13.1 The Contract and all disputes arising out of or in connection with it, including its creation, performance, termination, and validity, shall be governed by the laws of the Czech Republic. The Parties exclude application of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

13.2 The court having territorial jurisdiction according to the registered office of the Company shall have exclusive jurisdiction to resolve all disputes arising from or in connection with the Contract. By concluding the Contract, the Customer agrees to this jurisdiction clause. All disputes shall be resolved under Czech procedural law.

14. VALIDITY OF THE CONTRACT

14.1 If the Parties agree in the Contract on provisions differing from these T&C, the Contract shall prevail.

14.2 The unenforceability or invalidity of any provision of the Contract shall not affect the enforceability or validity of the remaining provisions.

14.3 The Parties exclude the application of Sections 1799 and 1800 of the Civil Code.

14.4 The Customer assumes the risk of a change of circumstances pursuant to Section 1765(2) of the Civil Code.

14.5 The original version of these Terms and Conditions has been drafted in the Czech language. Any translations are provided for informational purposes only. In the event of any dispute