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Ammeraal Beltech
Innovation & Service in Belting

Terms and Conditions for the Delivery of Goods

I. PREAMBLE

These terms and conditions for the delivery of goods (hereinafter, the "**TC**") lay down the relationships and conditions for the deliveries of Goods between the company **Ammeraal Beltech s.r.o.**, ID: 251 38 138, with registered office at Jihlava, Hruškové Dvory 80, entered in the Commercial Register maintained by the Regional Court in Brno, Section C, Insert 34790 as the seller (hereinafter, the "**Seller**") and third parties as buyers (hereinafter, the **"Buyers**") as well as relationships and conditions for the installation of Goods by the Seller provided it is agreed between the Seller and the Buyer in relation to the purchase of the Goods.
These TC are terms and conditions within the meaning of Sec. 1751 of Act No 89/2012 Coll., Civil Code as amended (hereinafter, the "**CC**").

Any deviations from the TC must be agreed in writing by the contracting parties in a corresponding Contract.

II. DEFINITION OF TERMS

1. In the TC, the terms below have the following meaning:
   - **"Contract" –** means the purchase Contract between the Seller and the Buyer. In the Contract, the installation of the Goods by the Seller at an agreed place can also be agreed.
   - **"Goods" –** means movable goods which are the subject of the purchase, determined individually or in terms of amount or kind according to the specification set out in the Contract.
2. The term -**"delivery/deliver" –** provided that an Incoterms delivery condition applies between the contracting parties, the term delivery/deliver shall mean the term supply/supply within the meaning of the relevant agreed Intercom clause.

III. OFFERS AND ORDERS

1. The background material for the processing of the Buyer's order can be the Seller's offer. Unless expressly stated otherwise, all of the Seller's offers sent to the Buyer are non-binding.
2. The Buyer's order (offer) must be made in writing.
   The written form of the Buyer's order shall be preserved even when using fax or e-mail; in such an instance, the order will not have to bear an advanced electronic signature. The written form shall also be preserved in legal conduct made by electronic or other technical means enabling the capturing of its content and identification of the person performing the conduct.

3. The Buyer's orders shall be received by the Seller by a "Confirmation of the Order" (Offer), preferably in an electronic form, whereby it shall apply that the "Confirmation of the Order" is legally perfect even without being provided with an advanced electronic signature. By delivering the "Confirmation of the Order" to the Buyer, the Contract shall be validly concluded and shall be binding for both contracting parties.
4. The Seller can also accept the Buyer's offer (order) by acting upon it, especially by providing the Buyer with the performance ordered. In such an instance, where there is no written confirmation of the Buyer's order by the Seller but the goods ordered by the Buyer are delivered to the Buyer by the Seller, the day when the Goods were delivered to the Buyer shall be regarded as the day of the conclusion of the Contract.
5. The Buyer can order the installation of the Goods from the Seller at a place agreed with the Seller.
6. The execution and depiction of the Goods in the Seller's commercial communications or advertising materials is informative and cannot be regarded as templates or samples pursuant to Sec. 2096 of the Civil Code.
7. Technical specifications, including weight, colour, etc. stated by the Seller in its commercial communications or advertising materials are only approximate; therefore, the qualities of the delivered Goods subject to the specifications can differ in a usual (reasonable) extent without constituting any defect or shortcoming in performance on the part of the Seller.

IV. DELIVERY OF THE GOODS

1. A/The below-mentioned under this item A/ shall be used in instances where the Buyer has its registered office in the Czech Republic at the moment of the conclusion of the Contract:
   (i) The Seller shall fulfill its obligation arising from the Contract by delivering the Goods at the agreed place and time and by enabling the Buyer to acquire the title to the Goods in accordance with the Contract.
   (ii) Unless stated otherwise in the Contract, the place of performance shall be the establishment of **the Seller, Hruškové Dvory 80, Jihlava**.
   (iii) If the Seller is to dispatch the Goods under the Contract, it shall deliver the Goods to the Buyer by their handover to the first carrier for transport to the Buyer and shall enable the Buyer to exercise rights from the transport contract towards the carrier.
   (iv) The risk of damage to the Goods shall pass to the Buyer by the moment of the delivery of the Goods by the Seller.

   B/The below-stated under this item B/ shall be used in the instances where the Buyer has its registered office outside the Czech Republic at the time of the conclusion of the Contract:
   (i) The risk of damage to the Goods shall pass to the Buyer in accordance with the agreed delivery conditions pursuant to Incoterms 2010.
   (ii) Unless expressly agreed otherwise, there shall apply the delivery condition **Incoterms 2010 „Ex works" (EXW) – Seller's establishment, Hruškové Dvory 80, Jihlava, Czech Republic**.
2. If the Goods delivery time is determined not by an excact date but by a time limit in weeks, months or years, this time limit shall start running from the day when the last of the following conditions has been met:
   a) conclusion of the Contract,
   b) issue of all permissions for the delivery or import of the Goods arranged by the Buyer,

c) the advance payment being credited to the Seller's account if an advance payment was agreed in the Contract or is required by the Seller,
d) provision of all warranties and compliance with all conditions precedent agreed in the Contract.

3. The Goods are delivered properly and in a timely manner even when being delivered with minor defects or backlogs which have no effect on their utility value. This provision is without prejudice to the Buyer's rights arising from the defects of the Goods. Partial deliveries of the Goods are permitted.
   The Buyer shall not be entitled to refuse to accept the goods if the Goods contain only minor defects which have no impact on their utility value.
4. If the Seller has not complied with the obligation to deliver the Goods in the time limit agreed, the Buyer shall be entitled to request from the Seller the payment of a contractual penalty in the amount of 0.5% of the price of the non-delivered Goods without VAT for each day of the delay, but no more than the amount corresponding to 20% of the purchase price of the non-delivered Goods without VAT agreed in the relevant individual Contract.

V. PURCHASE PRICE

1. The purchase price shall be agreed in an individual Contract.
   Unless agreed otherwise in the Contract, the purchase price shall be agreed without the value-added tax (hereinafter, the "VAT"), which shall be added to it pursuant to applicable legislation.
2. If the Goods are delivered to the Buyer by their dispatch, the transport costs shall be borne by the Buyer; the transport shall be negotiated and paid to the carrier by the Seller.
3. If installation of the Goods is performed, the price of the installation including all related costs (hereinafter, the "**installation price**") shall be agreed in the Contract or can be negotiated by referring to the Seller's price list.
4. The related costs pursuant to par. 3 of this article which the Seller is entitled to claim from the Buyer especially include:

   a) Travel costs – subject to reimbursement shall be the costs of travel to and from the place of installation and from and to the Seller's registered office and travels within the place of installation by a means of transport selected by the Seller, including the necessary related costs, e.g. insurance, transport of luggage, entry permission fees and other similar expenses for the Seller's workers according to the costs actually expended. Unless special conditions require the use of other categories of means of transport, the following will be invoiced as standard:
      - Personal vehicle reimbursement according to the number of kilometres (with the charge per 1km according to the Seller's current price list).

   b) Accommodation costs – the Seller shall be entitled to invoice to the Buyer the costs related to the provision of accommodation for its workers performing the installation.

VI. PAYMENT CONDITIONS AND INVOICING

1. The Buyer shall pay to the Seller the purchase price of the Goods on the basis of an invoice issued by the Seller, who shall be entitled to invoice the price of the Goods after their delivery to the Buyer. In this invoice, the Seller shall also charge the Buyer the costs expended on the transport of the Goods.

2. The Buyer shall pay to the Seller the agreed price of the installation of the Goods on the basis of an invoice issued by the Seller, who shall be entitled to invoice the installation price after the installation of the Goods has been performed.
3. The Seller shall be entitled to demand an advance for the purchase price prior to the delivery of the Goods or an advance for the installation price prior to the installation of the Goods; in such a case, the Seller shall not be obliged to deliver the Goods nor perform the installation before the Buyer has paid the whole advance to the Seller (see also par. 6 of this article).
4. The Buyer shall pay the purchase price including the price of the transport of the Goods and the installation price within the deadline of 14 days from the day of the issue of the invoice by the Seller. The Buyer's obligation to pay the purchase price and/or installation price shall be regarded as fulfilled by its being credited to the Seller's account.
5. In the event of the Buyer's delay in paying the invoiced amount pursuant to par. 1 and/or 2 of this article, the Seller shall be entitled to demand from the Buyer the payment of interest on late payment in the amount of 0.05 % of the total sum owed (including VAT) for each day of delay.
6. The Buyer's delay in the payment of its pecuniary obligations arising from the Contract or from any other contractual relationship between the Seller and the Buyer shall entitle the Seller to deny the delivery of the Goods/suspend the performance or completion of the installation of the Goods until all the pecuniary obligations of the Buyer have been paid in full. The period for the delivery of the Goods/performance of the installation of the Goods shall be prolonged for a maximum of the period of the Buyer's delay in the payment of its pecuniary obligations unless a longer period is objectively required due to de-deployment and re-deployment of production resources and inputs on the part of the Seller related to the suspension and renewal of the performances by the Seller.
7. The Seller shall be entitled to deny the delivery of the Goods and/or to partially or fully withdraw from the Contract if the Buyer has been declared insolvent or if an insolvency petition for the Buyer has been denied for a lack of the Buyer's property or if the Buyer has entered into liquidation.
8. If the Seller issues a corrective tax document to the Buyer, the Buyer shall be obliged, with reference to the provision of Sec. 42 par. 3 letter b) of Act No. 235/2004 Coll., on Value Added Tax, to confirm to the Seller without unnecessary delay that this corrective tax document has been delivered.

   The Seller shall not be obliged to perform to the Buyer on the basis of a corrective tax document before having been delivered the Buyer's confirmation about the date of the delivery of the corrective tax document. During the Buyer's delay in fulfilling the aforementioned duty, the Seller shall not be in delay with its performance related to the corrective tax document.

VII. OWNERSHIP AND RISK OF DAMAGE

1. The Buyer shall become the owner of the Goods only after the purchase price has been paid in full. The reservation of title shall have no impact on the transfer of the risk of damage to the Goods.
2. In the case of the installation of the Goods by the Seller, no risk of damage to the Goods shall pass to the Seller at any stage of the performance of the installation, nor shall the risk of damage to any equipment or any thing of the Buyer or third parties pass to the Seller.

VIII. WARRANTY AND RIGHTS FROM DEFECTIVE PERFORMANCE

1. The Seller shall provide the Buyer with a quality warranty on the Goods. The quality warranty period shall be 12 months and shall start running from the delivery of the Goods to the Buyer.
2. The contracting parties have agreed that that the Seller's obligation arising from defective performance and from the warranty shall be the Seller's duty to remove free of charge the defects of the Goods reported properly and in a timely manner, namely by repair or by replacement as deemed preferable.
   The Buyer shall provide at its own cost working access to the Goods, its de-installation and re-installation necessary to duly perform the repair/replacement. The content of the warranty does not include the pledge that no defect shall occur throughout the warranty period. The aforementioned constitutes the exclusive definition of the content of rights arising from defective performance and from the warranty by the Seller.
3. The Buyer shall report the defects of the Goods arising from defective performance and from the warranty as well as assert claims from the liability for the defects of the Goods and from the warranty only by a written notification delivered to the Seller, which must contain the description of the defect or indicate how the defect manifests; furthermore, the Buyer must state in a written notification the number of the sales order for the Goods or the number of the Seller's invoice by which the given Goods were charged to the Buyer. In case the Buyer's notification does not contain the aforementioned appurtenances or is not made in writing, it shall not constitute a due notification of defects or due exercise of rights arising from the liability for defects and from the warranty.
4. If the Buyer notifies the Seller of defects of the Goods and no defects are found in the Goods for which the Seller would be liable, the Buyer shall reimburse the Seller for the costs incurred in relation to this notification and with the inspection of the Goods by the Seller.
5. The Buyer shall have no right arising from the warranty if an external event caused the defect after the delivery of the Goods. The Buyer shall have no right arising from the warranty and the warranty shall not relate to defects of the goods caused after the delivery of the Goods by a non-competent intervention of the Buyer or a third party; thus, the warranty does not relate especially to the defects of the Goods caused by:
   - normal wear and tear,
   - faulty maintenance,
   - non-competent handling,
   - neglect of regular maintenance and care,
   - use of the Goods in conditions whose parameters do not correspond to the environment for which they are designed,
   - natural elements,
   - non-compliance with operating regulations,
   - overload,
   - use of inappropriate operating equipment,
   - chemical and electrolytic effects,
   - use of material supplied by the Buyer,
   - building and installation works by other persons than the Seller,
   - transport by another person than the Seller, and
   - any other causes without any fault of the Seller

   The initial adjustment of the Goods – belt (strap) is not the subject of the warranty.

6. The liability for defects shall not cover and the Buyer shall not be entitled to exercise the right arising from defects of the Goods in Goods sold at a lower price for a defect due to which the lower price was negotiated.
7. In relation to its obligations arising from defective performance and from the warranty, if provided by the Seller in the Contract, the Seller shall not be obliged to remove free of charge the defects of the Goods at another place than its establishment.
8. The Buyer shall perform the check of the completeness and correctness of the delivery of the Goods without delay after their delivery; the Buyer shall familiarize itself with the properties of the Goods and their quantity. The Buyer shall indicate the defects of the Goods detectable during the inspection in the delivery note.
   Should the Buyer breach the aforementioned obligations set out in this paragraph, it shall lose the right to exercise claims arising from the apparent defects of the Goods.
9. The Seller is not obliged to start removing the defects of the Goods/from the warranty or keep removing them provided that the Buyer is in delay with paying the pecuniary obligations arising from the Contract or from any other contractual relationship between the Seller and Buyer.
10. The Buyer shall not deny the fulfillment of any obligation towards the Seller due to the Goods having defects. The contracting parties exclude the use of the provision of Sec. 2108 of the Civil Code.

IX. INSTALLATION

The Buyer's cooperation

1. In the event that installation of the Goods by the Seller has been agreed between the Buyer and the Seller, the Buyer shall make sure at its own cost that the Seller's workers can start performing the installation immediately after presenting themselves at the agreed place of performance and perform the installation during the working hours as well as outside the working hours of the Buyer. The Buyer shall provide the Seller with the cooperation necessary to properly perform the installation of the Goods.
2. The Buyer shall especially ensure free of charge that the following conditions are met:
   a) The Buyer shall ensure the timely granting and sufficient length of validity of all required permissions for entry and work and other permissions required for the Seller's workers and also permissions for the import and export of tools, equipment, measuring and testing devices and materials;
   b) The Buyer shall perform professional preparatory works according to the documentation provided by the Seller and shall altogether make sure that the place of installation is professionally prepared and that the Seller's workers are able to perform the installation on site;
   c) Before starting to perform the installation, the Buyer shall inform the Seller in writing about all its safety and other regulations with which the Seller's workers must comply during the installation. Throughout the installation time, the Buyer shall provide the Seller's workers with healthy and safe working environment and, furthermore, enable them to use its sanitary facilities;
   d) The Buyer shall make sure that the transport and access roads to the place of installation are in a usable condition and that the Seller is provided access to the place of installation;
   e) Throughout the installation period, the Buyer shall provide the Seller's workers with access to medical treatment in the event of injury or illness of the Seller's workers;

f) The Buyer shall supply electricity (including suitable connection to the place of installation), heating, lighting, water and other media necessary to perform the installation.

3. The ancillary equipment provided by the Buyer shall be returned to the Buyer after the installation has been performed. In case of lack of appropriate instructions for their return, the ancillary equipment shall remain available to the Buyer at the place of installation at the Buyer's own risk.

Completion of the installation and the installation period

4. The installation has been performed properly even when performed with minor defects and backlogs which do not prevent the use of the Goods installed for their intended purpose. This shall be without prejudice to the Seller's obligation to remove minor defects and backlogs pursuant to par. 22 of this article.
5. The installation is completed upon the demonstration of the ability of the Goods installed to serve their purpose. The Buyer shall accept the installation with reservations or without reservations (the reservations must be entered in the Installation Report).
6. In the event of the installation of the Goods by the Seller, the Buyer shall not be entitled to start using/operating the Goods or their part before the Installation Report has been signed by both the Buyer and the Seller. If the Buyer does so without the written consent of the Seller, the installation is hereby accepted by the Buyer and is properly performed.

The Buyer's delay

7. If it is apparent that the Buyer will not be able to meet its obligations in time, including the obligations set out in par. 1 and 2 of this article, it shall immediately notify the Seller of this fact stating the reasons and the expected deadline of the remedy. In such a case, the Seller shall be entitled to proceed in accordance with paragraphs 9 through 12 of this article.
8. In the event of the Buyer's delay in meeting its obligation pursuant to par. 1 of this article and/or providing the cooperation required by the Seller pursuant to par. 2 of this article and/or if, according the Seller's opinion, safety or health of the Seller's workers is not ensured during the performance of the installation, the Seller shall be entitled to suspend the performance of the installation and/or refuse to perform the installation and order its workers to return and/or, if appropriate, to remove the faulty condition on its own at the cost of the Buyer. In such a case, the Buyer must proceed in a reasonable and appropriate manner. The time of the performance of the installation shall be extended at least by the period of the Buyer's delay unless a longer period is objectively required due to the de-deployment and re-deployment of the production resources and inputs on the part of the Seller related to the suspension and renewal of the performance by the Seller. This shall be without prejudice to the Buyer's obligation to compensate for the damage incurred in relation to the breach of its obligation.
9. Should the Buyer fail to remedy the breach of its obligations within a reasonable sufficient time limit provided by the Seller, the Seller shall be entitled to withdraw from the Contract in the part related to the installation of the Goods.

10. The Seller shall be entitled to terminate the installation and/or withdraw from the Contract in part or in full if the Buyer was declared insolvent or if an insolvency petition for the Buyer has been denied for the lack of the Buyer's property or if the Buyer has entered into liquidation.
11. The Buyer shall, in cases set out in par. 8 through 11 of this article, reimburse the Seller for the price of the installation as well as all costs incurred to the Seller in relation thereto.

The Seller's delay

12. The Seller's delay in performing the installation entitles the Buyer to apply contractual penalties towards the Seller, namely from the date of the agreed time of the performance of the installation of the Goods.
13. The contractual penalty is negotiated in the amount of 0.5 % of the installation price without VAT for each day of the delay but no more than the amount corresponding to 20% of the installation price negotiated in the relevant individual Contract without VAT.
14. In the case of the Seller's delay in the partial performance of the installation according to individual stages of the performance of assemblies under the Contract , the contractual penalty shall be calculated from the price of the delayed partial installation. If the Seller subsequently performs all installation works within the negotiated deadline, these contractual penalties shall not be applied.

Working time

15. The time for performing the installation is subsequently referred to as the "**Working Time**".
16. The time spent in transit and the time to prepare and arrange formalities after arrival shall be regarded as Working Time. The time spent in transit shall mean:

    a) the period necessary for the transfer of workers from the Seller's registered office to the place of installation and the period necessary for the transfer from the place of temporary accommodation which the Seller's workers are using in the course of the installation period to the place of installation and the period necessary for the transfer back to these places from the place of installation,
    b) the period related to arranging administrative formalities required to enter the place of installation.

17. If no suitable catering facility is available near the place of installation, the Seller shall also be entitled to calculate as working time half an hour per worker and day spent in transit to the catering facility. All expenses related to the journey to the catering facility and back, especially expenses on the suitable means of transport, including car rental, shall be covered by the Buyer.
18. The Seller's workers have their working time spent confirmed by the Buyer in the Installation Report. If the Buyer or the Buyer's competent staff does not confirm the installation Report within 5 working days from the completion of the installation, the records of the Seller's workers shall serve as documentation for invoicing.

Faulty performance and quality warranty

19. The Seller shall provide the Buyer with a warranty of the quality of the installation of the Goods. The warranty period shall be 12 months and shall start running upon the handover of the installation of the Goods.
20. The contracting parties have agreed that the Seller's obligation arising from the faulty performance of the installation of the Goods shall be the duty to remove free of charge the defects of the installation reported properly and in a timely manner, namely by repair or by replacement as deemed preferable. The content of the warranty does not include the pledge that no defect shall occur throughout the warranty period. The aforementioned constitutes the exclusive definition of the content of rights arising from defective performance and from the quality warranty related to the assembly of the Goods by the Seller.
21. The Buyer shall be entitled to exercise claims arising from the liability for defects of the installation and from the warranty only by a written notification delivered to the Seller, which must contain the description of the defect or indicate how the defect manifests; in addition, the Buyer must state in a written notification the number of the order for the assembly in question or the number of the Seller's invoice by which the installation was charged to the Buyer. If the Buyer's notification does not contain the aforementioned appurtenances or is not made in writing, it shall not constitute a due notification of defects nor due exercise of rights arising from the liability for defects and from the warranty.
22. In the event that the Buyer notifies the Seller of defects of the installation and no defects on the installation are found for which the Seller would be liable, the Buyer shall reimburse the Seller for the costs incurred in relation to this notification and the inspection of the installation.
23. The Buyer shall have no right arising from the warranty of the installation's quality if an external event caused the defect after the handover of the installation by the Seller. The Buyer shall have no right arising from the warranty and the warranty shall not cover the defects of the installation caused by non-competent intervention by the Buyer or a third party and defects of the installation in which it cannot be demonstrated that they arose using faulty material, faulty design or incomplete processing on the part of the Seller; thus, the warranty does not cover especially the defects of the installation caused by:
    - normal wear and tear,
    - faulty maintenance,
    - non-competent handling,
    - neglect of regular maintenance and care,
    - non-compliance with operating regulations,
    - overload,
    - use of inappropriate operating equipment,
    - use of the Goods in conditions whose parameters do not correspond to the environment for which they are designed,
    - natural elements,
    - chemical and electrolytic effects,
    - use of material supplied by the Buyer,
    - building and installation works by other persons than the Seller,
    - transport by another person than the Seller, and
    - any other causes without any fault of the Seller.

24. In relation to its obligations arising from faulty performance and from the warranty, if provided by the Seller in the Contract, the Seller shall not be obliged to remove free of charge the defects

of the installation of the Goods at another place than the place agreed for the performance of the installation of the Goods.

25. The Seller shall not be obliged to start removing the defects of the installation/arising from the warranty or remove them if the Buyer is in delay with the payment of pecuniary obligations arising from the Contract and from any other contractual relationship between the Seller and the Buyer.
26. The Buyer shall not be entitled to deny the fulfillment of any obligation towards the Seller on the grounds of the installation of the Goods having defects.

Compensation for damage

27. The Buyer shall be liable for damage incurred by its staff. This shall also apply in instances where the damage is incurred during work conducted or supervised by the Buyer. An exception involves instances of damage demonstrably incurred by the gross neglect of the Seller.
28. The Buyer shall be liable for damage incurred by inappropriateness of material, tools, spare parts and ancillary equipment which the Buyer has provided to the Seller in order to perform the installation. This shall also apply in instances where the Seller accepted and used these without reservation.
29. The Seller shall not be obliged to compensate for indirect and consequential damage incurred by the breach of an obligation in relation to the Contract or the assembly. Indirect and consequential damage includes especially lost profit, energy losses, costs related to the inability to use a thing, costs of providing substitute energy supplies, costs of capital, damage incurred due to late completion of the installation, non-attainment of full conformity of the installation with the Contract, non-attainment of warranty parameters of the installation, etc.
30. The overall obligation of the Seller to compensate for all damage incurred in relation to the breach of one or more obligations of the Seller in relation to the installation and the Contract must by no means exceed a maximum sum amounting to 30% of the total price of the installation including VAT under the Contract.
31. None of the aforementioned limitations of the overall compensation for damage relates to damage incurred intentionally or out of gross neglect.

X. FORCE MAJEURE

1. Both contracting parties are entitled to suspend the fulfillment of their obligations arising from the Contract for a period for which force manure circumstances persist. Force majeure involves an obstacle occurring on the part of the obliged party, preventing it from fulfilling its obligations if it cannot reasonably be assumed that the obliged party would avert or overcome the obstacle or its consequences and that it would anticipate this obstacle at the time of the conclusion of the Contract (hereinafter, "Force Majeure"). The instances of force majeure include especially: strike,

   epidemic, fire, natural disaster, mobilization, war, uprising, confiscation of goods, embargo, blockade, ban on the export or import of goods, raw materials or services, ban on the transfer of foreign currencies, non-culpable regulation of energy consumption as well as any other obstacle due to the conduct or omission by public authorities, terrorist attack, etc.
2. Force Majeure excludes the claim to contractual penalties against the party affected by Force Majeure.

3. The party invoking Force Majeure must immediately report this fact to the other party and take any reasonable measures to mitigate the consequences of the non-performance of contractual obligations.
4. If Force Majeure lasts for a period of over six months, both parties shall be entitled to withdraw from the Contract.
5. The aforementioned paragraphs 1 – 4 of this article shall not be applied in the case of the Buyer's duty to pay any pecuniary obligation to the Seller.

XI. COMPENSATION FOR DAMAGE

1. The Seller shall not be obliged to compensate for indirect and consequential damage incurred by a breach of obligation related to the Contract. Indirect and consequential damage includes especially lost profit, energy losses, costs related to the inability to use a thing, costs of providing substitute energy supplies, costs of capital, damage incurred as a consequence of the late delivery of the Goods, non-attainment of full conformity of the installation with the Contract, non-attainment of warranty parameters of the Goods, etc.
2. The overall obligation of the Seller to compensate for all damage incurred in relation to the breach of one or more obligations of the Seller in relation to the Contract (except damage in relation to the installation, which is treated in art. IX par. 30) must by no means exceed a maximum sum amounting to 30% of the total price of the installation including VAT under the Contract.
3. None of the above-mentioned limitations of the overall compensation for damage is related to damage caused intentionally or by gross neglect.

XII. CHOICE OF LAW AND COMPETENCE OF THE COURT

1. Individual Contracts as well as all legal relationships concerning the installation of the Goods and all legal relationships related thereto shall be judged and dealt with according to Czech law, especially according to the relevant provisions of Act No. 89/2012 Coll., Civil Code as amended. Contracting parties exclude the application of the UN Convention on International Sale of Goods as well as any other sale or other contracts between them.
   If some issues not regulated by the Contract require that subsidiary legal status is established, these issues shall be judged and dealt with according to Czech law, unless international necessarily applicable standards imply otherwise.
2. The contracting parties have further agreed that if the Contract is concluded in several languages, the Czech version shall prevail in the interpretation of rights and obligations arising from the Contract and the terms contained therein shall be interpreted according to the meaning ascribed to them by Czech law and Czech legal practice.
3. To settle any disputes of the contracting parties in the matters of property arising from individual Contracts or related thereto, the competence of Czech courts is established. The place of arbitration shall be the ordinary court of the Seller.
4. No international practice on which the contracting parties have not expressly agreed in writing shall be applied on the rights and obligations arising from individual Contracts or related thereto.

XIII. OTHER PROVISIONS

1. Excluded shall be the use of Sec. 558 par. 2, Sec. 1740 par. 3, Sec. 1757 par. 2 and 3, Sec. 1799, Sec. 1800, Sec. 1950, Sec. 1978 par. 2, Sec. 2173 and Sec. 2630 of the Civil Code in relation to the Contract.
2. The limitation period for claiming compensation for damage shall be one year.
3. The Buyer shall not be entitled to perform unilateral set-offs for the reimbursements of its obligations arising from the Contract nor otherwise decrease such payments to the Seller.
4. Neither of the contracting parties shall have the position of the weaker party in relation to the other contracting party.
5. The Buyer shall not be entitled to assign any claim from the Seller to a third person without prior written consent of the Seller.
6. In the event of the assignment of the Contract or its part to a third party, the consent of the assigned party must be made in writing.
7. Obligations arising from the Contract are binding for the legal successors of the contracting parties.

XIV. FINAL PROVISIONS

These TC constitute, together with the document to which they are an annex and the annexes to this document, a complete contract.

In Jihlava on 26.7.2017

Ammeraal Beltech, s.r.o.

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