

## GENERAL TRADING CONDITIONS FOR ALCOMA EQUIPMENT AND SERVICES VALID FROM 01 July, 2014

These general trading conditions regulate mutual rights and obligations of ALCOMA a.s. company as the seller, contractor or leaser (further referred to as the Supplier) and the other party as buyer, ordered or hirer (further referred to as the Customer) for the purposes of sale of goods and services; these general trading conditions are an integral part of any purchase contract, any lease contract or any contract for work.

By conclusion of contract, the Customer thereby affirms that they agree with these general trading conditions and that any queries based on unfamiliarity with the general trading conditions are null and void. Should any provision of these general trading conditions be regulated in a different manner by an orderly written agreement, such regulation is paramount to these general trading conditions.

### 1. ORDER CONCLUSION

Supplier delivers goods and services based on contract. Contract is concluded when price and subject of sales is agreed by both parties. Contract negotiation starts with quotation or purchase order acceptance. Supplier confirms or rejects purchase order usually within 2 days after receipt by phone, e-mail or in written.

### 2. DELIVERY DATE AND PAYMENT CONDITIONS

#### Standard Delivery Date

Delivery time is always negotiated according to the type of goods, supplier's manufacturing abilities and other circumstances. Order confirmation shows expected delivery date.

### 2. PRICE AND PAYMENT CONDITIONS

Prices of goods are specified in a price list or an offer that is sent to the Customer. The Supplier reserves right to alter prices included in price list. Prices used for quotation of a purchase order are prices included in a price list that is valid at the time of purchase order reception.

Price of goods is valid at the Supplier's manufacturing plant warehouse. Transport costs for transport of goods from the Supplier's warehouse to destination point are covered by the Customer. In case the Customer arranges for transport by their own carrier, the Supplier will hand the goods over to this carrier within appropriate date. The Customer covers transport costs and bears risk for losses or damage. Should the Customer be in any delay of fulfilment of their obligations towards the Supplier, should bankruptcy be proposed on the Customer's property, or should the Customer be in process of winding up, all the Supplier's accounts receivable towards the Customer become payable.

Both parties stipulate that should the Customer be in delay with payment of price, the stipulated default interest is 0,1 per cent of the amount due per each day of delay and the Customer is obliged to pay it. Payment of the default interest does not aggrieve the right of the Supplier to claim compensations for damages that occurred to him due to unpaid prices and unpaid default interests.

In case the Customer is in delay with payment of price or its advance payment, the Supplier is entitled to withdraw from any other contract concluded with the Customer and pull delivery of other goods, also regarding the previously confirmed purchase orders. In this case, the Supplier is not in delay with delivery of ordered goods. The delivery date of pulled goods is prolonged by the length of the Customer's delay in paying the price or respective advance payment.

In case the Customer is in delay with taking over the goods, the Customer is obliged to compensate the damage that occurs in this way to the Supplier.

The goods become property of the Customer only after 100 per cent of the price is paid. In case of withdrawal from the contract and taking away the goods due to Customer being in delay with payment, the Supplier is eligible for compensation of costs that occur in connection with taking away the goods, subsequent sale and damage occurred, if

the object matter of the contract was subsequently sold for a price lower than the price that had been agreed. The Customer is obliged to allow the Supplier to take the goods away.

The Supplier can protect the equipment from unauthorized usage by temporary software code (expiration), which disables functionality of the equipment. Customer may ask Supplier for permanent code or prolongation code after paying the equipment or rental costs. Software code is sent by e-mail, or by mail when e-mail is unknown. Supplier reserves 5 working days for generating and sending codes.

### **3. INSTALLATION AND MASTER INSTALLATION**

#### **Equipment Installation**

ALCOMA equipment installation can be performed only by the Supplier or by technician certified by supplier.

Aligned link terminated by defined interface will be hand over to Customer in case of installation performed by Supplier. Integration of the equipment into system is not subject of the installation and of putting the equipment into service.

### **4. WARRANTY AND WARRANTY SERVICE**

Warranty period for ALCOMA products and services is 24 months. Warranty period for other manufacturers' products that are sold by the Supplier as an intermediary is determined by warranty conditions of such manufacturers. Warranty period begins on the date of acceptance of the products by the Customer or from the date of handing over the equipment in case the equipment installation is performed by the Supplier.

Warranty period can be extended based on the agreement between Supplier and Customer. Extended warranty is shown on sales documents.

#### **Warranty Conditions**

Warranty does not cover:

- a. Faults caused by inappropriate use of device or inappropriate connection of driving voltage or signal sources, inappropriate interconnection of units or unauthorized treatment of the device.
- b. Faults caused by external influences, e.g. damage caused by the Customer's own transport, damage caused by hit, unqualified and incorrect installation, aggressive substances, etc. Warranty also does not cover damages that occurred as a result of a lightning stroke and any of its consequences.
- c. Warranty becomes void in case the seals are breached. Service treatment on the device can only be performed by the ALCOMA company or by a company with ALCOMA's consent, that will re-seal the device after completion of service. Manner of Warranty Service Performance.

Service of ALCOMA device is performed in the Supplier's manufacturing plant. Service is either performed in exchange manner, where the faulty unit is replaced as a whole by a spare unit or by direct repair of the faulty unit. Replacement unit or repaired unit is usually available in the manufacturing plant no later than 30 days since the delivery of the faulty unit.

The faulty unit must be sent to repair together with correctly filled RMA form, which can be downloaded or filled on Supplier's web pages. Unit sent without RMA form can be returned without repair to sender's address.

Unit sent to repair must be clean and packed in suitable package. Cleaning of unit according to the valid price list will be charged in case of soiled unit is sent to repair. Seller can pack the repaired unit to original package and charge for it according to the valid price list in case the unit was no sent to repair in original package.

The extra payment will be required in case of permanent replacement of the unit older than 6 month in case that the original unit can be repaired in the legal period of 30 days.

If the Customer requests the repair to be performed outside the manufacturing plant, they will arrange for a suitable date of repair with the Supplier. Shall the nature of the fault allow, the fault will be repaired at-the-spot. On contrary, the course of performance included in the previous paragraph will be taken into account.

After performance of repair or detection of fault outside the manufacturing plant, the Customer pays for transport cost and down-time accordingly to a valid price list. Replacement or repair of a faulty component during the warranty period is performed free of charge.

## 5. SERVICE AFTER WARRANTY PERIOD

The manner of service after warranty period and repair dates are identical as with warranty service, the difference is that replacement or repair of a faulty component is paid for by the Customer. During performance of a repair or detection of fault outside the manufacturing plant, the Customer pays for transport cost, specialized work and down-time accordingly to a valid price list.

## 6. CONTRACTUAL SERVICE

The Customer may, based on mutual agreement with the Supplier, arrange for a special contract for faster contractual service. Within this service, the following can be provided:

- a. Faster availability of replacement units at the manufacturing plant for companies that are authorized to individually perform service of ALCOMA equipment.
- b. Shorter time limits needed for commencement of repair and for putting the equipment into service at the spot of installation.

## 7. LIABILITY FOR LOSSES

The Supplier is not responsible for possible losses caused to the Customer due to disconnection due to faults, repairs, installations and connection redirection, unless this is regulated by a special agreement.

Operation of equipment in license free bands is not provided by protection against interference caused by other telecommunications and radio devices in this wave range and all frequencies are shared. On this account, the Supplier is not responsible for losses caused to the Customer due to possible interference of their connection by an extraneous device.

## 8. RESOLUTION OF DISPUTES

Parties have in accordance with the Czech Act No. 216/1994 Col. agreed, that all and any disputes that will arise from this obligation relationship or in connection with it shall be arbitrated in arbitral proceedings ("AP") by a sole arbitrator ad hoc, Mgr. Tereza Vašíčková, certificate of Ministry of Justice of the Czech Republic No. 492. The motion shall be filed to the address Cejl 91, 602 00 Brno, Czech Republic, while this address shall be the place where the AP will be held. Parties agreed that the price of AP is cost of AP and it is equal to 6000 CZK plus 1,5 multiple of Czech court costs up to one million CZK dispute value. In case of dispute value is more than one million CZK, the price of AP increases for relevant part of Czech court costs from the overlapping dispute value. The price does not include VAT. The price of the AP will be increased by one half in case of an AP with international element. The price of AP with more than 2 participants is increased for 20% for each additional participant. Specific acts in AP can be charged based on real costs. Counterclaim and set-off in the entire amount shall be charged in the same manner. Discontinuation of the AP does not have any effect on the arbitrator's right to the payment of the price of the AP, price of the AP already paid shall not be refund. The arbitrator is authorized by the parties to carry out the AP in Czech language, as written proceedings i.e. without ordering an oral hearing, to decide on the basis of the principles of equity, to issue a decision without

reasoning. Parties agree that the arbitrator can authorize third persons, primarily the company Unie pro rozhodčí a mediační řízení ČR, a.s. with the offices at the address where AP takes place, to carry out administrative and economic activities and release it from secrecy in this extent. Parties have agreed that the AP provisions of the Czech Code of Civil Procedure shall be adequately applied in regard to the delivery manner; deposition at the court shall be replaced with the deposition by the arbitrator and the publication on the official notice board shall be substituted with the publication on [www.urmr.cz](http://www.urmr.cz).

## **9. VALIDITY**

These trading conditions are valid worldwide with the exception of The Czech Republic and The Slovak Republic. These trading conditions come into power on 01.07.2014 and supersede the previous versions.