

GENERAL TERMS & CONDITIONS

These General Terms and Conditions (hereinafter referred to as the "Terms and Conditions") are intended for commercial contractual relationships between entrepreneurs arising in the course of their business activities. The provisions of these terms and conditions can also be used to regulate contractual relationships with consumers within the meaning of Act No. 634/1992 Coll., on Consumer Protection, as amended, provided that this does not lead to a deterioration in the legal position of the consumer. Contractual relationships governed by these Terms and Conditions are governed by Czech law.

1. Binding conditions of installation

The installation and dispatch of fitters shall be carried out only in accordance with the provisions of these Terms and Conditions, which shall be deemed binding from the conclusion of the contract between the Contractor and the Client. These General Terms and Conditions are an integral part of every contract for work, where the contractor is NEWE industrial assembly s.r.o. and the client is any natural or legal person, unless the contractor and the client expressly agree on other terms and conditions in writing.

2. Parts delivery

The material required for the installation, including its transport to the installation site, must be provided by the client on his own account.

3. Working hours

Normal working hours are always considered to be the statutory weekly working hours, the distribution of working hours is governed by the Client's Operating Rules.

4. Assembly Billing Rates (Hourly Rates)

a) Montáž se hraje podle zúčtovacích sazeb za montáž a rámcových podmínek, stanovených v příloze, není-li výslovně dohodnuta paušální cena.

b) The settlement rates for the installation do not include the value added tax, which will be charged to the client at the statutory rate.

5. Surcharges for overtimes and weekends

For work performed on Saturdays, Sundays, public holidays and overtimes, the settlement rates for assembly specified in the annex to these General Terms and Conditions shall apply. For Saturdays, Sundays and public holidays during the installation, which will not be worked on, only the reimbursement of costs for remote installations specified in the annex to these conditions shall be paid. If the work is cancelled due to a local, factory or other holiday customary at the place of assembly, the remuneration for the public holiday shall be paid according to the rate of account for the hours that the fitter would have worked if that day had been a working day.

6. Downtimes – work interruption

a) In the event of an interruption of work which is not the fault of the Contractor and which requires a revocation or if the fitters are sent out again, the client is obliged to pay the costs incurred in this way.

b) If fitters are unable to work within the scope of the specified shift through no fault of their own, the client will pay the entire extent of the specified shift.

c) If the Client insists on carrying out the installation despite adverse weather conditions, he shall be liable for any damage incurred.

7. Hourly Rate Surcharges

For work in difficult conditions (health damage, dirt, danger, adverse weather conditions, etc.) as well as for work in the 2nd and 3rd shifts, in addition to the remuneration according to the settlement rate for assembly, the premiums listed in the annex to these conditions are also paid.

8. Reimbursement of costs for remote installations

a) If nothing else is stated in the annex to these Terms and Conditions, the Client shall reimburse the Contractor for the costs incurred in covering the claims of the fitters during remote installations to the extent that these claims of the fitters arise under the law.

b) In the event that the fitter is sent to an assembly from which he is not able to return to the contractor on a daily basis, the client shall pay the reimbursement of costs for each day spent by the fitter on such assembly at the rate specified in the annex to these Terms and Conditions.

c) The Client is not obliged to pay the costs incurred by the Contractor for overnight accommodation if the fitter provides accommodation at the Contractor's expense. In the event that the costs of accommodation of the fitter at the place of installation reasonably incurred by the Contractor exceed the amount of the accommodation fee specified in the annex to these Terms and Conditions, the Client is obliged to pay the Contractor the costs of accommodation actually incurred for the fitter's accommodation, including value added tax, instead of compensation for the accommodation fee.

9. Travel time, travel costs and fares

The time spent by the fitter on the road, including preparation for the journey in the range of up to 5 hours, always for the journey there and back, is paid as normal working time. The actual travel costs of the fitter are to be covered by the customer, as well as the transport of the usual tools and the procurement of passports, visas and, if applicable, the costs of the fitter. work permit.

10. Performance of the work

The Contractor is entitled to carry out the Work through third parties – subcontractors. The Client is also entitled to make payments to the Contractor's subcontractors directly (instead of the Contractor), but always only after the Contractor has approved the work carried out by a particular subcontractor. All subcontracting agreements stipulate that during the term of the subcontract and after its expiry, the Client is the owner of all work performed by the subcontractor and all materials and goods processed on or to the Work performed or delivered to the place where the Work is performed. In addition, the Client is entitled to enter into separate contracts for work with subcontractors selected by the Client (i.e. direct subcontractors of the Client) for the supply of materials and/or work related to the performance of the Work, which, however, are not part of the Contractor's performance. In the event of concluding a contract for work with a direct subcontractor, the Client shall inform the Service Provider about the scope of performance and the time schedule for the implementation of deliveries carried out by this direct subcontractor of the Client. The Subcontractor shall be responsible for the time coordination of the work of the Client's direct subcontractors throughout the execution of the Work; enable the Client's direct subcontractors to use the areas and roads for which the Service Provider is responsible; and provide direct subcontractors with all cooperation consisting in their awareness of the Work as a whole and its parts so that the activities of direct subcontractors do not cause damage to the Work.

11. Measures taken by the Client

The Client is obliged to ensure, at its own expense and risk, all preparations and measures necessary for the proper commencement of the assembly work, its undisturbed course and proper completion before the agreed commencement of the assembly work and during it. Unless otherwise specified by the Contractor, the Client is obliged to ensure adequate construction preparation of the installation site and to provide the necessary equipment, tools, apparatus, changing rooms, sanitary facilities and other work aids, the necessary

material, all the necessary operating aids and to provide the necessary auxiliary forces. The Client is obliged to pay for all deliveries that are necessary for the proper course of the installation and which were provided by the Contractor separately. With regard to the fact that the Contractor is obliged to provide only common usual tools, the use of other special tools and special equipment provided by the Contractor due to the Client's unpreparedness, together with the costs of transport there and back, is covered by the Client according to the agreement that the Client and the Contractor are obliged to conclude.

12. Obligation to take out insurance and other obligations of the client

The Client is obliged to take adequate care of all work aids and personal belongings of the fitters brought to the installation site by the Contractor and is liable for any damage caused by a breach of this obligation until the completion of the assembly work, the clearance and removal of work aids and personal belongings. The Client is liable for damage caused by damage, destruction and loss of work equipment and personal belongings even if the damage occurred as a result of force majeure. The Client is obliged to ensure that the relevant persons are properly instructed in relation to occupational health and safety and fire protection and the associated risks.

13. Documentation

Unless otherwise agreed, the Client and the Contractor are obliged to make daily records of the installation. The Contractor is obliged to continuously record all important facts related to the installation work, such as weather conditions, the condition of workers and equipment, material supplies, work progress, quality and functionality tests, overhead work as well as all other important circumstances. He is obliged to record all events at the installation site, especially those which may significantly affect the execution of the work, as well as findings which, due to their nature, can no longer be carried out at a later date. The Contractor is obliged to provide the Client with the daily records at the Assembly Site at the Client's request. The Client is obliged to confirm the submission of these records to the Contractor in writing.

All records are deemed to have been approved by the Client if the Client has not objected to them in writing within two weeks of their completion.

14. Emphasis

The Contractor is responsible for the proper execution of the installation by its installer. The Contractor shall not be liable for any damage incurred in any other way, in particular for damage that did not arise in causal connection with the breach of its obligations. The Contractor is in no way responsible for the activities of persons assigned to participate in the assembly by the Client, other assigned employees, or for the activities of third parties.

15. Additional work due to risk of delay

If there is a necessity to perform an act during the installation that is necessary for the proper performance of the installation and for which the consent of the client cannot be obtained due to the risk of delay, the consent of the client to perform such an act is deemed to have been granted. The Client must be immediately notified of the execution of this act. With regard to the fact that this is an act necessary for the proper execution of the installation, the client is obliged to pay the price for its execution for this reason. The Contractor is obliged to bill such an act to the Client separately and to break down the costs incurred in detail.

16. Confirmation and acceptance of assembly work

The Client is obliged to confirm the working hours worked to the Contractor's installer on a weekly basis. This confirmation is the basis for invoicing the assembly. On the last statement of hours worked, the client is obliged to confirm to the fitter the completion and handover of the work. Minor defects and backlogs do not relieve the client of the obligation to confirm the completion and handover of the work to the fitter. The Contractor is obliged to inform the Client in writing of the readiness for the acceptance of the Work. This communication must contain the date of the acceptance test, enabling the client to prepare for the examination or to be represented at it. All costs of the acceptance test (personnel costs, items of equipment, material costs, auxiliary means) must be borne by the client. If the Client has been notified by the Contractor of the acceptance test in time and the Client is unable to participate in the test on this date or to be represented, the test is deemed to have been successfully performed on the day specified in the Contractor's communication as the day of the acceptance test.

Unless otherwise agreed, the acceptance test is carried out during normal working hours. The acceptance test report shall be prepared by the contractor.

17. Deadlines

If the Contractor finds out that he will not be able to complete the installation on time, he is obliged to immediately notify the Client in writing and, if possible, to inform the Client of the expected date of completion. The Contractor's deadline for the installation shall be extended accordingly:

a) If there are circumstances that prevent the execution of the installation, which are not the fault of the contractor, such as labour conflicts, natural disasters, wars, general mobilisation, insurrections, confiscations, embargoes as well as energy supply restrictions.

b) If there is a need to carry out unforeseen additional work due to legal provisions or special or additional requirements on the part of the Client. c) As a result of the Client's act or negligence of duty or as a result of other circumstances on the part of the client (such as payment delays) or if the client otherwise fails to meet its obligations.

18. Payment terms

The Client is obliged to provide the Contractor with a reasonable deposit for the payment of the installation price at the Contractor's request prior to the dispatch of the fitter and also during the installation. The assembly invoice is payable upon presentation of the invoice in full. If the assembly work lasts longer than one month, the contractor is obliged to issue an invoice every four weeks and the client to pay an invoice for this period. Suspension of payment due to the exercise of a right in connection with the warranty or due to other reciprocal claims not acknowledged by the Contractor shall not be inadmissible.

19. Arbitration clause, Place of performance

a) Pursuant to the Act on Arbitration and Enforcement of Arbitral Awards No. 216/1994 Coll., as amended, have agreed that all their disputes arising from or in connection with this contract shall be decided by arbitration before a panel composed of three arbitrators in accordance with the Rules of Procedure of Arbitration issued by the Union for Arbitration and Mediation Proceedings of the Czech Republic, a.s., Company ID: 27166147 (hereinafter referred to as the "Union") and published at the internet address www.umr.cz, while all arbitrators will be entered in the List of Arbitrators as of the date of delivery of the claim. The Contracting Parties hereby expressly authorise the Union to designate, in accordance with the Rules of Procedure of Arbitration, all arbitrators for the arbitration proceedings established by this arbitration clause. The Contracting Parties hereby authorize the arbitral tribunal so designated to decide all disputes in accordance with the principles of equity. The parties expressly declare that prior to signing the arbitration agreement, they had and still have the opportunity to familiarise themselves

with the Rules of Procedure of the Arbitration as well as the Regulation on the costs of arbitration proceedings, and they have done so, and thus consider the said documents to be an integral part of this arbitration agreement.

b) The Contract is governed by Czech law pursuant to the Commercial Code No. 513/1991 coll.

c) For delivery and payment, the Contractor's registered office shall be deemed to be the place of performance.