

## 1. Basic Provisions

- 1.1 These General Terms of Sale ("GTS") of the Seller apply pursuant to Section 1751 of Act No. 89/2012 Coll., the Civil Code (the "Civil Code"), to the obligation arising in connection with the delivery of goods for consideration from Zeppelin CZ s.r.o., company ID No. (IČO): 18627226, file no. C 2346, kept at the Municipal Court in Prague (the "Seller"), in particular based on a purchase contract or contractor for work (hereinafter a "Purchase Contract"). These GTS may be deviated from solely under a written agreement between the Seller and the Buyer. If these GTS apply to a contract for work, the Buyer shall be understood to be the customer, the Seller the contractor, and the goods the work; the other terms must be used as appropriate.
- 1.2 In case of contracts on long-term and repeated performances of the same kind, the Seller is entitled to modify the GTS to a reasonable extent in accordance with Section 1752(1) of the Civil Code. Such a change must be notified to the Buyer in writing or by e-mail, in case of disagreement with the change to the GTS, the Buyer is entitled to terminate the Purchase Contract under the terms of Article 9.2 of the GTS.
- 1.3 All offers made by the Seller prior to the execution of the relevant Purchase Contract are not binding. The technical data, operating expenses, consumption, weight, dimensions, display, etc. are only approximate, unless expressly confirmed in writing by the Seller.

## 2. Purchase Contract

- 2.1 All terms and conditions of the mutual performance between the Seller and the Buyer are set in the Purchase Contract and in these GTS, unless stipulated otherwise in the Purchase Contract.
- 2.2 If the acceptance of an order contains any amendments or deviations, the acceptance of the order is regarded as a new proposal and a contract is not concluded until the Buyer confirms the new proposal in writing.
- 2.3 Any modifications of and amendments to the Purchase Contract may only be made in writing in the form of an addendum agreed by both parties.
- 2.4 The Seller declares that, as at the day of signature of the Purchase Contract, it is the sole owner of the goods and that the goods do not have legal defects and are not encumbered by security interests or other third-party rights, unless the Purchase Contract provides otherwise.

## 3. Time and Place of Performance

- 3.1 The Seller's obligations under the Purchase Contract shall be discharged by the delivery of the goods to the destination determined in the Purchase Contract. The kind, quantity and delivery date of the goods is set forth in the Purchase Contract; if the delivery is to be made up to a specific date, the Seller shall set the handing-over date at least 3 business days in advance.
- 3.2 If the Seller and the Buyer agree in the Purchase Contract that the goods shall be delivered by a carrier of the goods to be transported to the Buyer, the Seller's obligation under the Purchase Contract shall be discharged upon handing-over of the goods to the first carrier. The Seller shall notify the Buyer about handing over the goods to the carrier by fax and by sending a copy of the transport document. The Seller's rights and obligations pertaining to delivery of the goods through a third party shall be governed by the provisions of the Purchase Contract or by these GTS.
- 3.3 The term of delivery and acceptance shall be extended by the period of duration of impediments to performance caused by circumstances excluding liability pursuant to Section 2913(2) of the Civil Code. The term of performance shall also be extended for the period of the other party's default.
- 3.4 The Buyer may not refuse the performance without cause. If this happens, the Buyer is in delay and the Seller may store the goods at the Buyer's expense, where the Buyer shall be obliged to pay storage costs to the Seller totalling CZK 100 for each day of delay with acceptance that begins.
- 3.5 The Seller shall not be in delay with delivery of the goods in case of the Buyer's default. After determining an additional time limit/deadline for acceptance of the performance, the Seller is entitled to withdraw from the Purchase Contract.
- 3.6 The transfer of the risk of damage to the goods shall be governed by Sections 2121–2125 of the Civil Code.
- 3.7 The Buyer shall confirm the acceptance of the goods on the delivery bill in cases where a contractual carrier is used and on the conveyance protocol in case of personal takeover. The Buyer shall confirm the acceptance of the goods by giving in block letters his name and surname, position and by attaching his signature and an impression of his company's stamp on the relevant document.
- 3.8 The Seller is obligated to hand over documents that are necessary for the acceptance of the goods (in particular the delivery bill), during the handover of goods to the Buyer under a record. The Seller also undertakes to provide the Buyer with all necessary co-operation for the performance of changes to machinery records in the event the Buyer so requests.

## 4. Buyer's Obligations

- 4.1 The Buyer shall be obliged to pay to the Seller the purchase price in the manner specified in the Purchase Contract and to provide the Seller with assistance when performing the Purchase Contract.
- 4.2 The Buyer shall keep all information concerning business relations, pricing policy, documentation and data provided by the Seller confidential and shall not disclose such information to any third party even after termination of the obligation between the contractual parties.

## 5. Purchase Price

- 5.1 The purchase price shall be set forth in the Purchase Contract. The Buyer agrees that the tax documents will be sent electronically to the contact address specified in the Purchase Contract.
- 5.2 The purchase price will be paid based on the relevant invoice issued by the Seller and delivered to the Buyer after proper handover and acceptance of the goods or part thereof. The conveyance protocol is the source document for the issue of an invoice. The payment period is 14 days from the issue of a tax document, unless agreed otherwise in the Purchase Contract.
- 5.3 The purchase price in CZK is calculated based on the EUR/CZK exchange rate announced by the Czech National Bank as at the date of preparation of the offer. A change to this exchange rate by more than 3% authorises the Seller to make a corresponding change to the purchase price, in accordance with the change to the exchange rate as at the date of taxable supplies.
- 5.4 The Seller reserves the right to bill the Buyer for any additional financial claims that arise after the signature of the Purchase Contract based on amendments or introduction of new legal regulations (e.g. alteration to customs charges, taxes, import surcharges, etc.). Such a change must be notified to the Buyer in writing or via e-mail; in case of disagreement with a billing, the Buyer is entitled to terminate the Purchase Contract within three days of the day of notification of the change under the terms of Article 9.2 of the GTS. If new legal regulations are introduced that practically limit imports or cross-border movement of goods (e.g. a quantity restrictions on exports and imports from third countries), the Seller is entitled to unilaterally change the time of delivery. Such a change must be notified to the Buyer in writing or by e-mail, in case of disagreement with the change of date, the Buyer is entitled to terminate the Purchase Contract within three days of the day of notification of the change under the terms of Article 9.2 of the GTS.
- 5.5 If the Seller and the Buyer agree that the goods will be delivered to a place designated by the Buyer and the Buyer is not obligated to arrange a carrier to a place it designates, the costs of customs duties on goods, charges and taxes, transport to the Buyer's collection point and insurance premiums will be billed by the Seller in accordance with the actually incurred costs. This does not apply if it was expressly agreed that all costs will be paid by the Seller.
- 5.6 If it has been agreed that the purchase price shall be paid in instalments, the Buyer shall lose the benefit of instalments in case of delay with a single instalment and the entire purchase price shall become due 14 days after the due date of the instalment with which the Buyer is in delay. The Seller is entitled to ask for surrender of the goods subject to the exclusion of any retention rights and to collect them from the Buyer. All costs incurred in connection with the foregoing, including storage costs, shall be borne by the Buyer.
- 5.7 The Buyer's delay with payment of any of the Seller's pecuniary receivable due from the Buyer shall entitle the Seller to discontinue further performance of any contractual duty. Resumption of the performance of the contract requires full settlement of past due receivables or provision of additional security as required by the Seller.
- 5.8 The Buyer is not entitled to set off its receivable due from the Seller with a Seller's receivable not yet due from the Buyer and is not entitled to assign any rights and obligations under the Purchase Contract to a third party without the prior consent of the Seller.
- 5.9 In accordance with Section 1957(1) of the Civil Code, the purchase price shall be paid by bank transfer in the contract currency. The due date shall be complied with if the relevant amount is credited to the payee's account not later than on the due date. Pursuant to Section 1955(1) of the Civil Code, the place of performance of the Buyer's pecuniary obligation is the bank where the Seller keeps the account whose number is stated on the invoice. Tax documents (invoices) issued by means of collective data processing need not contain the issuer's stamp and signature.

## 6. Retention of Title

- 6.1 The Seller retains the title to supplied goods until full payment of the purchase price (retention of title).
- 6.2 Until full settlement of all its obligations to the Seller, the Buyer shall not be entitled to alienate, pledge or otherwise legally dispose of the goods. This also applies to cases linking the object of purchase with another thing belonging to the Buyer or to a third party. Any third-party infringements of the ownership title shall be promptly communicated by the Buyer to the Seller in writing.
- 6.3 In case of the Buyer's delay with payment of the purchase price, the Buyer undertakes to allow the Seller access to the Buyer's premises where the goods owned by the Seller are located, and shall permit the Seller, upon its request, to take away the goods owned by the Seller. In such case, the Seller shall be entitled to withdraw from the Purchase Contract and the Buyer shall pay to the Seller all costs incurred by the Seller in connection with taking over the goods and any damage caused by the breach of the Buyer's duties.

## 7. Warranty

- 7.1 The Seller can provide to the Buyer a warranty for the supplied goods in accordance with the Seller's warranty terms, if defined in the Purchase Contract. The warranty period shall begin on the day following the attachment of risk of damage to the goods.
- 7.2 The Buyer is obliged to inform the Seller of a defect ascertained by a registered letter, fax or e-mail sent to the address stated in the Purchase Contract. If a report is made orally, the Buyer is obliged to confirm the telephone notification within 24 hours in writing with a brief description of the defect.
- 7.3 Claims are excluded, if the Buyer is, as at the date a defect was ascertained, more than 15 calendar days in delay with the payment of the purchase price for the goods complained about.
- 7.4 Warranty and post-warranty service is arranged by the Seller using its own facilities at branches in Brno, České Budějovice, Ostrava, Hradec Králové, Liberec, Modřice, Most, Plzeň and Sokolov. Contact details of the various branches are given at the Seller's website: [www.zeppelin.cz](http://www.zeppelin.cz).
- 7.5 By signing the Purchase Contract, the Seller and the Buyer confirm that, with the exception of detriment caused intentionally or due to gross negligence, they exclude the duty to compensate for detriment on the Seller's part under Section 2898 of the Civil Code, including detriment caused by a defect in goods or other legal fact.

## 8. Penalties

- 8.1 The Buyer shall be liable to the Seller pursuant to Section 2913(1) of the Civil Code for any damage and expenses caused by the Buyer's failure to accept the goods. The Seller is entitled to demand, at its option, particularly the indemnification in the form of compensation of incurred damage and/or a contractual fine in the amount equal to 10% of the agreed purchase price. The Buyer is obliged to pay the contractual fine within 14 calendar days after the Seller's request for payment thereof to the bank account specified in such request.
- 8.2 In case of the Buyer's delay with payment of invoices for the goods, the Seller is entitled to charge default contractual interest at the rate of 0.05% of the outstanding amount of the purchase price for each day of delay. In addition to the default interest, the Seller may claim full amount of damages.
- 8.3 In case of the Seller's delay with a delivery of the goods, the Seller is obliged to pay the Buyer a contractual fine equal to 0.05% of the price of undelivered goods for each day of delay. The amount of the contractual fine is limited to the maximum of 5% of the price of undelivered goods.
- 8.4 The Seller shall not be liable for any delay in delivery resulting from any actions taken by third parties, states or supranational organizations in case of epidemic and pandemic and the economic consequences of such measures such as strikes, lockdowns, production restrictions, insolvency etc. both on part of the Seller and its suppliers. By signing the Purchase Contract, the Seller and the Buyer confirm that the Seller shall further not be liable for any damage that would arise as a result of such delay, except for damage caused by intentional or grossly negligent conduct.

## 9. Termination of the Contract

- 9.1 In case of delay with payments and of a material breach of the provisions of the Purchase Contract by the Buyer, the Seller may terminate the contract without incurring further liability. The termination shall become effective as at the date of service of the Seller's manifestation of will on the Buyer.
- 9.2 Contracts on long-term and repeated performance of the same kind may be terminated by the Buyer within 1 month of the service of the notification on the GTS's modification under Article 1.2 of the GTS; in such a case, the notice period shall be 3 calendar days and it shall commence upon the receipt of the notice.
- 9.3 Termination of the contract shall not affect any rights and claims of the contractual parties which have arisen prior to the date of termination of the contract.

## 10. Protection of Personal Data and Other Data

- 10.1 The contract between the Buyer and Seller represents the legal grounds for gathering, storing and processing personal data by the Seller in accordance with Section 6(1)(b) and (c) of the General Data Protection Regulation, No 2016/679 (GDPR).
- 10.2 The personal data about the Buyer are processed to the necessary extent for the purpose of performance under the contract concluded between the Buyer and Seller. Information about the protection of personal data can be found at the Seller's website: [www.zeppelin.cz](http://www.zeppelin.cz).
- 10.3 The Seller, in order to improve its services, will perform research into customer satisfaction with services and, under contractually set terms and conditions, monitor the operation and movement of equipment via technology for remote machinery monitoring. The results of research and monitoring are used by the Seller and handed over together with trading names, contact persons and addresses to Caterpillar Inc. (CAT) in the USA.

## 11. Concluding Provisions

- 11.1 All notifications, proposals and requests, as well as other communications in accordance with the Purchase Contract, are effective at the moment of the delivery to the recipient at the address stated in the Purchase Contract. Documents are regarded as delivered if they are accepted by the addressee or returned to the sender as undeliverable and the addressee, through its action or failure to act, frustrated the delivery of the document. The effects of delivery occur even in the event the addressee refused to take delivery of a document. All notifications, requests, applications or other communications required by the Purchase Contract must be made in writing and must be (i) delivered in person, or (ii) sent by registered letter, or (iii) sent by e-mail addressed to the other contractual party at the e-mail address stated in the Purchase Contract.
- 11.2 Any relations not addressed by these GTS shall be governed by the Purchase Contract executed between the Seller and the Buyer and by the provisions of the Civil Code, as amended.
- 11.3 The law of the Czech Republic applies to all contractual and non-contractual relations between the Buyer and the Seller, with the exclusion of the application of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 11.4 The provisions on change of circumstances comprised in Sections 1765–1766 of the Civil Code shall not be applicable to the obligation between the Seller and the Buyer. The content of the purchase contract is regarded as confidential and may not be disclosed to third parties, unless a generally binding legal regulation indicates that it should be publishable.
- 11.5 All disputes that could arise on the basis of or in connection with the Purchase Contract will be resolved by a Czech court having the appropriate jurisdiction. The court that has the relevant jurisdiction will be determined in accordance with the Seller's registered office as at the day an action is filed.
- 11.6 If any provision of these GTS is or becomes invalid for any reason, this shall not affect the validity of other provisions hereof. The Seller is entitled to change these GTS at any time; however, the new version of the GTS shall not apply to the existing contractual relations.
- 11.7 By signing the Purchase Contract, both the Seller and the Buyer express their consent with these GTS and undertake to comply with them. The Purchase Contract and these GTS are binding on the contractual parties' legal successors.

The GTS are effective from 1 April 2020 to 14 November 2020.

