



General Terms and Conditions of AVAPS s.r.o.

1. General provisions – scope of application

1.1 These General Terms and Conditions (hereinafter referred to as the “GTC”) of the company AVAPS s.r.o., ID 25650939, VAT ID CZ25650939, with its registered office at U Obalovny 488, 250 67 Klecany, entered in the Commercial Register maintained by the Municipal Court in Prague under file no. C 58133 (hereinafter referred to as the “Company”) have been drawn up in accordance with the provisions of Section 1751 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the “Civil Code”).

1.2 The GTC govern and supplement the rights and obligations arising from contracts to which the Company is a party in the capacity of seller, contractor, or a similar capacity (hereinafter referred to as the “Contract”). The GTC are binding and constitute an integral part of Contracts. By concluding the Contract, the other party to the Contract (hereinafter referred to as the “Customer”; the Company and the Customer hereinafter collectively referred to as the “Parties”) expresses its irrevocable consent to the terms of the GTC.

1.3 If the content of the Contract differs from the GTC, the provisions of the Contract shall take precedence over any conflicting provisions in the GTC.

1.4 Any different, supplementary, or other general terms and conditions, or any other terms and conditions of the Customer, are not binding on the Company, and if such terms and conditions are attached to the Contract in any form, they shall not be applied.

1.5 The Company is authorized to amend the General Terms and Conditions at any time by publishing them on the company's website at <http://www.avaps.cz>.

2. Order, conclusion of the Contract

2.1 Prior to the conclusion of the Contract, the Customer is required to provide the Company with all relevant technical information and documentation. If the Customer requests a price quote from the Company and provides incomplete information for its preparation, the price quote shall be of a preliminary nature, shall not constitute a proposal to enter into a Contract, and may be further modified based on additional information and supporting documents.

2.2 A proposal by the Customer to enter into a Contract (hereinafter referred to as the “Order”) means an act by the Customer that indicates the Customer's intention to enter into a Contract with the Company, all essential terms of which are specified in the Order.

2.3 An order may be placed electronically or in writing.

2.4 The Company shall confirm acceptance of the Order to the Customer within ten (10) business days of receipt of the Order by issuing the Company's Order Confirmation and sending it electronically (via email) to the Customer.

2.5 The Company's confirmation of acceptance of an Order, including any addendum, deviation, reservation, limitation, or other change that does not materially alter the terms of the Order, results in the conclusion of a Contract in the form set forth in the confirmation of acceptance of the Order.

3. Delivery conditions

3.1 The Company is entitled to fulfill its obligations under the Contract in whole or in part, through a subcontractor (hereinafter referred to as the “Subcontractor”).

3.2 Unless otherwise agreed, the Company shall fulfill its obligation to deliver the subject of performance agreed upon in the Contract (hereinafter referred to as the “Subject of Performance”), namely (i) goods and their components, if the Contract is a purchase contract, which the Company undertakes to deliver to the Customer under the Contract and to enable the Customer to acquire ownership of such

goods, and the Company undertakes to take delivery of and accept ownership of such goods and to pay the Customer the agreed price for them, or (ii) a work, if the Contract is a contract for work, which the Company undertakes to perform for the Customer at its own expense and risk, and the Customer undertakes to accept the work and pay its price, by preparing the Subject of Performance at the Company's registered office for delivery to the Customer and delivering to the Customer a notice to accept the Subject of Performance.

3.3 If the Subject of Performance includes the performance of a specific activity, the Parties shall draw up a handover protocol upon the delivery of the Subject of Performance.

3.4 The Company is obligated to deliver the Subject of Performance no later than the date specified in the Contract.

3.5 If the Customer fails to fulfill in a timely manner any of its obligations under the Contract prior to the delivery of the Subject of Performance or any other obligation toward the Company, or if the Company has reasonable doubt regarding the Customer's ability to fulfill its obligations, the Company is entitled to suspend its performance, and the delivery date for the Subject of Performance shall be postponed by the period during which the Customer is in delay, plus any additional necessary period if required by the Company's operational circumstances; the Customer shall be obligated to reimburse the Company for any costs incurred as a result of the postponement of the delivery date.

3.6 If it turns out that, as a result of incorrect information provided by the Customer, the Subject of Performance will need to be modified (e.g., with regard to dimensions), the delivery date for the Subject of Performance shall be postponed by a period reasonable for modifying the Subject of Performance or manufacturing a new Subject of Performance, and by any additional time necessary if required by the Company's operational circumstances.

3.7 If the Customer is in delay with providing cooperation for the acceptance of the Subject of Performance, the risk of accidental destruction or accidental deterioration of the Subject of Performance shall pass to the Customer at the moment the Customer becomes delayed with accepting the Subject of Performance. The Customer is also obligated to reimburse the Company for the costs of storing the Subject of Performance and to pay a contractual penalty equal to 0.5% of the Price for each day of delay.

3.8 The Company is entitled to deliver the Subject of the Contract ahead of schedule.

3.9 The obligation to deliver the Subject of Performance is fulfilled upon delivery of all parts of the Subject of Performance. Partial deliveries are permitted.

3.10 In the event of a force majeure event (which includes, among other things, strikes, lockouts, and all circumstances beyond the control of the Parties, such as fire, war, flood, earthquake, strike, general mobilization, insurrection, confiscation, embargo, government regulation or restriction by the European Union, energy consumption restrictions, etc., affecting the Company or Subcontractors), the deadlines for fulfilling obligations under the Contract shall be extended by the duration of the force majeure event. The Company is obligated to inform the Customer of the occurrence and cessation of a force majeure event.

4. Installation

4.1 If any part of the Subject of Performance is provided by the Company outside the Company's premises, the Customer is obligated to ensure that the premises are structurally and technically suitable for the provision of the Subject of Performance.

4.2 If the Subject of Performance includes the installation of a product, the Customer shall request that the Company perform the installation at least fourteen (14) days prior to the delivery date of the Subject of



Performance specified in the Contract. In the event of a delay by the Customer in sending such a request, the Company is entitled to determine the installation date on its own and to notify the Customer of this in writing.

4.3 The Customer is required to provide the Company with all necessary cooperation on the date of installation, in particular by ensuring access routes and spaces at the installation site, as well as access to electrical power (220 V).

4.4 Unless expressly agreed otherwise, the installation includes one trip by the Company's employees outside the Company's premises, limited to a maximum of one day. In the event of a wasted trip for installation due to a reason for which the Company is not responsible, the Customer shall reimburse the Company for the costs incurred for such a trip.

4.5 The Company shall record the progress of the installation in the construction (installation) log in the customary manner. The Customer shall comment on the entry immediately upon completion of the installation and shall provide the Company with a copy of the entry and its comments. If the Customer does not comment on the entry, it shall be deemed to have agreed to the entry.

4.6 Upon the completion of the installation, the Parties shall draw up a handover protocol. The Company shall remedy any defects and outstanding work listed in the handover protocol within the agreed timeframe. The Customer shall confirm in writing that the defects and outstanding work have been remedied.

5. Transfer of title and risk of damage to the Subject of Performance

5.1 The risk of damage to the Subject of Performance shall pass to the Customer upon the delivery of the Subject of Performance to the Customer in accordance with Article 3.2.

5.2 The title to the Subject of Performance shall pass to the Customer upon the full payment of the Price.

5.3 The Customer is entitled to process the Subject of Performance, to which the Company's retention of title under Article 5.2 applies, only after the full payment of the Price.

6. Liability for defects

6.1 The Customer's right arising from defective performance is based on a defect in the Subject of Performance that exists at the time of its delivery to the Customer.

6.2 The Customer is required to inspect the Subject of Performance or any partial delivery thereof immediately upon receipt from the Company and to notify the Company of any defect in the Subject of Performance immediately thereafter.

6.3 The Parties have agreed that a material breach of the Contract shall be deemed to occur only if the Subject of Performance has a defect that renders it unusable.

6.4 In the event of a defect (or defects) constituting a material breach of the Contract, the Customer has the right to demand that the defect be remedied or to request a reasonable discount on the Price. If the Company fails to remedy the defect within 2 months after being notified of it, for reasons not attributable to the Customer, the Customer is entitled to request a discount on the Price or to withdraw from the Contract.

6.5 In the event of a defect (or defects) constituting a minor breach of the Contract, the Customer has the right to request that the defect be remedied or to request a reasonable discount on the Price. If the Company fails to remedy the defect within two (2) months after being notified of it, the Customer is entitled to request a discount on the Price.

6.6 The remedy of a defect is deemed to be the delivery of a new, defect-free item, the delivery of a missing item, or the repair of the item. The Company shall always have the right to choose among these remedies.

7. Quality warranty and the exercise of rights

7.1 The Company provides a warranty for the quality of the Subject of Performance only if this is expressly stated in the Contract or the warranty certificate.

7.2 If the Company provides a quality warranty for the Subject of Performance, such a warranty—which guarantees that the Subject of Performance, under normal use, is free from defects in design, appearance, materials, and workmanship—shall remain in effect for a period of twenty-four (24) months from the date on which the Subject of Performance was delivered to the Customer. The warranty period for parts of the Subject of Performance for which the Customer has legitimately asserted warranty claims shall be extended by the duration of their repair, provided that the Subject of Performance could not be used due to the defect.

7.3 During the warranty period, the Company will remedy any material defect in the Subject of Performance resulting from a defect in appearance, material, or workmanship that adversely affects the functionality of the Subject of Performance. The warranty does not cover insignificant deviations or minor deterioration in the appearance and functional properties of the Subject of Performance that do not affect its functionality.

7.4 Warranty rights shall expire if (a) inspections of the Subject of Performance were not performed during the warranty period in accordance with the warranty certificate and applicable laws, (b) the Subject of Performance was repaired, modified, or otherwise altered during the warranty period in violation of the manufacturer's or the Company's instructions, in a non-professional manner, and without proper documentation of the procedure and individual steps, (c) the Subject of Performance was used during the warranty period in a manner other than that specified in the manufacturing documentation, (d) The Subject of Performance was not maintained during the warranty period in accordance with the maintenance instructions specified in the maintenance log; or (e) The Customer failed to accept the Subject of Performance in a timely manner or failed to pay the Price on time.

7.5 The Customer shall file a claim arising from defective performance or under warranty electronically (via email) to the address (hereinafter referred to as the "**Complaint**") or by completing the Complaint Form. The Complaint shall include the name, address, and location of the Subject of Performance, the serial number of the Subject of Performance, a complete description of the defect, a specification of the right asserted based on the defect, contact information for the person designated to handle the Complaint, and copies of documents proving the validity of the Complaint (inspection report for the Subject of Performance).

servis@avaps.cz

<https://servis.avaps.cz/reklamace>

7.6 The Company shall begin remedying the defect specified in the Complaint within forty-eight (48) hours of the Complaint being filed, in accordance with the procedure set forth in Article 7.5. The Company shall remedy the defect specified in the Complaint within thirty (30) days of the Complaint being filed. The contracting parties shall draw up a report on the remedy of the defect.

7.7 The Company shall bear the costs associated with remedying the defect for which the Customer has justifiably filed a Complaint. The costs associated with remedying the defect include the replacement parts necessary to remedy the defect; and the shipping costs associated with delivering the replacement parts to the location of the complaint (unless the location is specified by the Parties).

8. Price, payment conditions

8.1 The Price of the Subject of Performance (hereinafter referred to as the "Price") does not include the cost of insuring the Subject of Performance. The Company is entitled to add VAT to the Price in the amount prescribed by applicable law.

8.2 If, after the conclusion of the Contract, there is a change to the Subject of Performance (e.g., by the Customer's approval of additional work in the construction log), the Price shall be adjusted by an amount corresponding to the Company's additional costs incurred in implementing the change to the Subject of Performance, unless the Parties agree otherwise regarding the change to the Price.

8.3 The Company shall issue a tax document—an invoice—for the Price upon delivery of the Subject of Performance. The Price must be paid within fourteen (14) days of the invoice date, unless otherwise agreed in the Contract. The Customer's obligation to pay the Price is fulfilled upon the Price being credited to the Company's account.



8.4 If payment of a portion of the Price is agreed upon in the form of an advance payment and the Customer defaults on payment of the advance or fails to fulfill any other obligation, the Company is entitled to suspend the performance of its obligations under the Contract until the advance is paid in full or the other obligation is fulfilled. In such a case, all deadlines and time limits for the Company's performance of its obligations under the Contract shall be extended by the period during which the Customer was in delay, plus any additional time necessary if required by the Company's operational circumstances.

8.5 If the Customer is in delay with the payment of the Price or any part thereof, the Customer shall be obligated to pay the Company a contractual penalty equal to 0.05% of the amount due for each day of delay (or portion thereof) and CZK 500 (excluding VAT) for each reminder that the Company sends to the Customer in writing or electronically (via email).

9. Liability

9.1 If any part of the Subject of Performance is provided by the Company outside the Company's premises, the Customer agrees to familiarize the Company's employees with the relevant internal regulations regarding occupational safety and health, environmental protection, and fire safety, including, among other things, information on risks and the measures taken to protect against them, as they relate to the performance of work and the workplace.

9.2 If any of the Customer's employees enters the Company's premises in connection with the Contract, the Customer agrees to familiarize such employees with the Company's internal regulations regarding occupational safety and health, environmental protection, and fire safety, which are posted on the Company's premises in the Company's Visitor Rules (hereinafter referred to as the "**Safety Standard**") and contain, among other things, information on risks and the measures taken to protect against them, as they relate to the performance of work and the workplace. The Customer agrees to comply with the Safety Standard.

9.3 The Customer undertakes to ensure that its employees receive training on the Safety Standard and to ensure that they comply with the Safety Standard. Employees of the Customer who have not received training on the Safety Standard may not perform work on the Company's premises.

9.4 The Customer agrees that, in the event of a violation of the provisions of the Safety Standard by one of its employees, it will pay the Company a contractual penalty of CZK 20,000 for each individual violation of the provisions of the Safety Standard.

10. Other provisions

10.1 Payment of the contractual penalty shall not affect a Party's right to compensation for damages to the extent that such damages exceed the contractual penalty.

10.2 The customer assumes the risk of a change in circumstances within the meaning of Section 1765 of the Civil Code.

10.3 The Parties shall treat all information obtained through their cooperation under this Contract as a trade secret and undertake not to disclose it to any third party and to use it solely for the purposes of performing this Contract.

10.4 The Customer is not entitled to assign, pledge, or transfer to a third party any claims, rights, or obligations arising under or in connection with the Contract without the Company's prior written consent.

10.5 The Customer is not entitled to unilaterally set off any of its receivables from the Company arising under the Contract against the Company's receivables. The Company is entitled to unilaterally set off any of its receivables from the Customer—whether due or not—against the Customer's receivables, including those that are not yet due.

10.6 The court with subject-matter and territorial jurisdiction to resolve disputes between the Company and the Customer is the general court with subject-matter jurisdiction over the Company.

10.7 The laws of the Czech Republic shall exclusively govern this Contract. The application of the Vienna Convention on the International Sale of Goods is excluded.

10.8 The Parties enter into contractual relationships in connection with their business activities and given the circumstances under which these relationships are established, the provisions of Sections 1798–1800 of the Civil Code shall not apply. The Customer expressly declares that it is not the weaker Party. 10.9 The Parties expressly exclude the application of Sections 2051, 2106, and 2107 of the Civil Code.

10.09 If any provision of this Contract is or becomes invalid, void, or unenforceable, this shall not result in the invalidity, voidness, or unenforceability of the Contract as a whole or of its other provisions, provided that such invalid, void, or unenforceable provision is severable from the remainder of the Contract. The Parties undertake, without undue delay and no later than ten (10) days, to replace the invalid, void, or unenforceable provision with a new valid or enforceable provision whose content corresponds as closely as possible to the substance and intent of the original provision of the Contract.

In Klecany on 14 August 2026