

GENERAL TERMS AND CONDITIONS

for the supply of goods to the Czech Republic and abroad

of the company agriKomp Bohemia s.r.o.

Company ID No. 27676030, with its registered office at Ostopovická 756/10, 664 47 Střelice
effective from 1 October 2026

These general terms and conditions (hereinafter referred to as the "GTC") govern contractual relationships between the company **agriKomp Bohemia s.r.o.** as the seller (hereinafter referred to as the "Seller") and its customers (hereinafter referred to as the "Buyer") and apply exclusively to contractual relationships between entrepreneurs arising in connection with their business activities.

I. Contract and terms and conditions

1. These GTC form part of each purchase contract if the Seller has referred to them in an offer, order confirmation, framework agreement or other document directed towards the conclusion of a contract and has enabled the Buyer to acquaint itself with them before the conclusion of the contract.
2. Deviating provisions in the contract or in the Seller's offer take precedence over these GTC. The Buyer's terms and conditions, its purchasing terms or other unilateral documents of the Buyer shall not apply unless the Seller has expressly accepted them in writing.
3. Unless otherwise stated in the offer, the Seller's offer is binding for the period stated therein. The contract is concluded upon written acceptance of the offer by the Buyer, written confirmation of the order by the Seller or signature of the contract by both parties. Any changes, reservations or deviations by the Buyer require express written acceptance by the Seller.

II. Goods, supporting documents and changes

4. The scope, quantity, design and characteristics of the goods are governed by the contract, the offer and the technical specification expressly approved by the Seller. Catalogue data, drawings, photographs and other general supporting documents are binding only if they have been expressly designated as binding. The Seller is entitled to make minor changes to the construction, materials or appearance of the goods, provided that this does not impair the agreed functionality, quality, safety or usability of the goods.
5. The Seller is not liable for defects or damage caused by incorrect, incomplete or late-provided supporting documents, drawings, specifications or instructions of the Buyer; it is not obliged to verify their correctness unless otherwise agreed.
6. If the Buyer requests a change after the conclusion of the contract, the Seller is entitled to adjust the price, delivery date and other terms accordingly and to charge the costs already incurred.

III. Price and payment terms

7. Prices are exclusive of VAT and other taxes unless expressly stated otherwise. The extent of transport, packaging, insurance, customs duties, fees, installation and other ancillary costs is governed by the agreed delivery term and the Seller's offer.
8. Payment terms are stated in the offer or the contract. Unless otherwise agreed, invoices are payable within 14 days of the date of issue and may be delivered electronically. Payment is made when the full amount is credited to the Seller's account.
9. If the Buyer is in default with payment, the Seller is entitled to statutory default interest and other claims under the governing law. At the same time, the Seller is entitled to suspend further performance and require payment in advance, an advance payment or other adequate security. The same applies if, after the conclusion of the contract, circumstances become apparent which reasonably give rise to doubts as to the Buyer's ability to fulfil its payment obligations properly and on time. If the Buyer fails to provide the required payment or adequate security even within an additional period set by the Seller, the Seller is entitled to withdraw from the part of the contract not yet performed.
10. The Buyer is not entitled to unilaterally set off its claims against the Seller or to withhold payment or any part thereof on the grounds of its alleged claims against the Seller, unless such claims have been acknowledged by the Seller in writing or awarded by a final and binding decision.

IV. Delivery and passing of risk

11. The Seller is entitled to perform in reasonable partial deliveries if acceptance thereof can reasonably be required of the Buyer. The Seller is entitled to invoice each partial delivery separately.
12. The delivery term and the place of delivery are specified in the offer or the contract. Unless expressly stated otherwise in the Seller's offer, delivery of the goods is governed by the delivery term EXW Seller's premises (Ostopovická 756/10, Střelice), Incoterms® 2020. If a different delivery term is stated in the Seller's offer, that term takes precedence over the provisions contained in these GTC.

13. The Buyer is obliged to take over the goods properly and on time. If it fails to take them over or to provide the necessary cooperation, the Seller is entitled to store the goods at the Buyer's cost and risk and to charge the costs reasonably incurred.

V. Delivery dates and impediments to performance

14. The delivery date is binding only if expressly designated as such. Unless otherwise agreed, the delivery period does not begin to run until the contract has been concluded, the technical conditions have been clarified, the agreed advance payment has been received and the necessary cooperation has been provided by the Buyer.
15. The delivery date shall be extended appropriately by the duration of impediments beyond the Seller's reasonable control and the time necessary to resume performance, in particular in the event of a disruption affecting a manufacturer or subcontractor, a shortage of materials or transport, an operational breakdown, a cyber incident, a strike, war, a sanction, an embargo, an intervention by a public authority or another force majeure event.
16. If such an impediment lasts for more than 60 days or if the resumption of performance cannot reasonably be expected, either party may withdraw from the part of the contract not yet performed. The Buyer shall pay for performance already provided and for reasonably incurred non-recoverable costs.

VI. Inspection of goods and rights arising from defective performance

17. The Buyer is obliged to inspect the goods as soon as possible after taking them over. It shall record apparent defects, discrepancies in quantity and transport damage in the delivery or transport document and at the same time notify the Seller without undue delay, no later than 7 days after taking over the goods. It shall notify latent defects without undue delay after discovering them, but no later than 12 months from the date on which the risk of damage to the goods passes. Defects notified later shall not be taken into account if the Seller raises an objection that the notification was late. The notification of defects must contain identification of the goods and the contract, a description of the defect and available documentation, including photographic documentation.
18. The Buyer shall allow the Seller to assess the defect. The Buyer must not carry out repairs or other interventions without the Seller's prior consent unless they are necessary to avert imminent damage.
19. At the Seller's request, the Buyer is obliged to send the defective goods or the defective part thereof to the Seller for assessment if the nature of the goods permits this. If the defect claim is unjustified, the Buyer shall reimburse the Seller for the costs reasonably incurred in assessing it. The Seller shall not bear increased costs of remedying a defect arising as a result of the goods having been moved after delivery to a place other than that agreed as the place of delivery or notified to the Seller in advance as the place of their use.
20. In the event of a justified defect claim, the Seller has the right to choose an appropriate remedy, in particular repair, replacement, delivery of a spare part or completion of performance. A price reduction or withdrawal from the contract may be considered only if the Seller refuses to provide a remedy or fails to provide it within a reasonable period and the defect is material. As a rule, a remedy is considered unsuccessful only after the second unsuccessful attempt to remedy the same defect, unless another attempt cannot reasonably be required of the Buyer in view of the nature of the defect and the circumstances of the case.
21. Rights arising from defective performance do not arise in respect of defects caused in particular by normal wear and tear, improper storage, installation, operation or maintenance, failure to follow the instructions, an unsuitable operating environment, overloading, intervention by the Buyer or a third party, defective supporting documents of the Buyer, or in the event of a breach of the Buyer's obligation under clause No. 18 of the GTC.

VII. Retention of title

22. Title to the goods passes to the Buyer only upon full payment of the purchase price of the respective goods. Until then, the Buyer is obliged to protect the goods against damage and loss and must not pledge or otherwise encumber them without the Seller's consent.
23. If the goods are incorporated, combined or processed before full payment, this does not affect the Seller's monetary claims; the Buyer shall provide adequate substitute security at the Seller's request.

VIII. Cancellation of an order and failure to take over goods

24. The Buyer is not entitled to unilaterally cancel a confirmed order or contract without a statutory or contractual ground. If, at the Buyer's request, the Seller agrees to its complete or partial cancellation, the Buyer shall, unless otherwise agreed, pay the price of performance already provided that is not affected by the cancellation, and furthermore a lump-sum compensation for costs and damage in the amount of 10% of the purchase price excluding VAT attributable to the cancelled part of the performance. If the actual costs and damage incurred by the Seller in connection with the cancellation exceed this lump-sum compensation, the Buyer shall also pay that difference.

25. If the Buyer refuses, without a statutory or contractual ground, to fulfil its obligation to take delivery of the agreed goods, in particular by notifying unilateral cancellation of a confirmed order or contract, or breaches its obligation to take over the goods properly and on time, it is obliged to pay the Seller a contractual penalty in the amount of 10% of the purchase price excluding VAT attributable to the goods concerned. This does not affect the Seller's right to compensation for damage to the extent exceeding the contractual penalty or its right to require performance of the contract if the obligation continues to exist. The Buyer's mere notification of cancellation of an order or contract without a statutory or contractual ground does not have the effect of cancelling it.
26. For goods manufactured or modified according to the Buyer's requirements, the Seller may, in the cases under paragraph 24 or paragraph 25, instead of the claims under those paragraphs, require a settlement amount corresponding to the agreed purchase price of such goods excluding VAT, reduced by demonstrably saved costs and the net proceeds from any alternative sale or other use thereof.

IX. Liability for harm

27. The Seller is liable without limitation for harm caused intentionally or by gross negligence and for harm in respect of which legal regulations do not permit a limitation of liability.
28. In other cases, the Seller's total liability for all harm arising from or in connection with a single contract is limited to an amount corresponding to the purchase price of the goods excluding VAT under that contract, but no more than EUR 50,000.
29. The Seller is not liable for indirect or consequential harm, loss of profit, loss of production, interruption or restriction of operations, loss of orders, penalties imposed by third parties, loss of data or reputational harm, unless expressly agreed otherwise in the contract. The Buyer is obliged to take reasonable measures to prevent and mitigate harm.

X. Documentation and intellectual property

30. The Seller's drawings, designs, technical documentation, software, calculations, procedures and know-how remain the subject of its rights. The Buyer may use them only to the extent necessary for the use and maintenance of the supplied goods, unless otherwise agreed in writing.
31. The Seller is not liable for infringement of third-party rights caused by its performance in accordance with the Buyer's drawings, specifications or instructions.

XI. Sanctions and export restrictions

32. The Seller's performance is conditional upon it not being prevented by legal regulations, international sanctions, export or import restrictions or decisions of public authorities. The Buyer undertakes not to use or transfer the goods in breach of these rules and shall, upon request, provide information on the end user and the purpose of use.
33. If a reasonable suspicion of a breach of these obligations arises or if performance would pose a risk of a breach of sanctions or export rules, the Seller is entitled to suspend performance or withdraw from the affected part of the contract without liability for the resulting harm, to the extent permitted by the governing law.

XII. Governing law and disputes

34. The contract and the legal relationships arising from it are governed by the law of the Czech Republic, excluding conflict-of-law rules to the extent that such exclusion is permissible. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
35. The courts of the Czech Republic have exclusive jurisdiction to decide disputes arising from or in connection with the contract. The court with subject-matter jurisdiction determined by the Seller's registered office shall have territorial jurisdiction, if the applicable legal rules permit such an agreement.
36. If the contract or the GTC are drawn up in more than one language, the Czech version shall prevail in the event of a discrepancy, unless expressly agreed otherwise in the contract.

XIII. Final provisions

37. Ordinary business communications, offers and their acceptances, orders, confirmations, invoices, defect claims and notifications may be made by e-mail to the addresses used by the parties in their business dealings.
38. The invalidity or ineffectiveness of an individual provision does not affect the other provisions of the GTC. Amendments to the GTC apply to contracts concluded after the effective date of the amendment, unless otherwise agreed.