

GENERAL BUSINESS TERMS AND CONDITIONS

of GUMOTEX Coating, s.r.o.

with the registered place of business at Břeclav, Mládežnická 3062/3a, ZIP Code 690 02, CZ, Company ID number: 074 17 659.

registered in the Commercial Register kept by the Regional Court in Brno, Section C, File 108070.

These Business terms and conditions of the business company GUMOTEX Coating, s.r.o., with the registered place of business at Břeclav, Mládežnická 3062/3a, ZIP Code 690 75, registered in the Commercial Register kept by the Regional Court in Brno, Section C, File No. 1080770, governing, in accordance with Section 1751 (1) of Act No. 89/2012 Sb., Civil Code, mutual rights and obligations of the Contracting Parties arising in connection or based on a Purchase Contract concluded between GUMOTEX Coating, s.r.o. (hereinafter also referred to as the „Seller“) and a natural person or a legal person (hereinafter also referred to as the „Buyer“). These Business terms and conditions are publicly accessible on the website under the internet address www.gumotex.cz.

1. The Seller, based on a Buyer's request, will prepare an offer of goods and services, and send it to the Buyer via the e-mail address provided by the Buyer. Seller's offers may also result from negotiations, presentations, internet offers and similar.

2. The Buyer will make a firm order (hereinafter referred to as the „Purchase Order“) which is to be sent to a particular vendor or to one of the Seller's group e-mail addresses depending on the Goods required: BoatsAndOutdoor@gumotex.cz, RubberAndCoatings@gumotex.cz, RescueSystems@gumotex.cz, or by fax or by mail. The Buyer will specify the required goods or service in the Purchase Order in accordance with the identification or trade name referred to in the offer made by the Seller. The Buyer is obliged to provide their full identification data, mainly the registration number, the VAT number and the billing address in the Purchase Order. The Buyer, by making a firm order, confirms to accept the Business terms and conditions for the delivery of goods as issued by the Seller. The relations between the Buyer and the Seller are governed by these Business terms and conditions that are binding for both Parties.

3. The Purchase Order is a Buyer's proposal of a Purchase Contract, the subject-matter of which is the purchase of Goods specified in the Purchase Order.

4. A Purchase Contract, based on an individual Purchase Order, arises at the moment when the Seller confirms the duly made Purchase Order from the Buyer; the Seller issues a Sales Order and notifies the Buyer via the e-mail address as provided by the Buyer (Section 1745 Civil Code). The Seller confirms the Purchase Order from the Buyer if they are able to undertake it fully. If the required Goods cannot be delivered at all, or cannot be delivered in the required quantity, or the required delivery time of the Goods cannot be met, the Seller shall contact the Buyer offering an alternative delivery. The Purchase Contract is then concluded at the moment in which confirmation of the alternative delivery by the Buyer is acceptance. If the Buyer makes changes to the sent Sales Order, or requires changes to the sent Sales Order, it is considered a new firm Purchase Order from the Buyer and the Purchase Contract will only be concluded after the Seller sends a new Sales Order to the Buyer.

5. Force majeure, strikes, insurrections, acts of authorities and other serious, unavoidable and unforeseen events shall release the Contracting Parties from their performance obligations for **GUMOTEX Coating, s.r.o.** Mládežnická

3062/3a, 690 02 Břeclav / Czech Republic Reg.No.: 074 17 659 / kept by the Regional Court in Brno / Section C, File No. 108070 Phone: +420 519 314 111 / Fax: +420 519 322 909 / E-mail: info@gumotex.cz www.gumotex.cz the duration of the disruption and the extent of its effects. This applies even if these events occur at the moment when the affected Contracting Party is in default. The Contracting Parties are obliged to provide, to every extent possible without delay and in good faith, the necessary information to adjust their obligations to the changed circumstances.

6. The Seller reserves the right, when confirming the Purchase Orders for the Goods, to demand the Buyer to make an advance payment of up to 100% of the Purchase Price, unless the Contracting Parties agree otherwise. If the Buyer does not pay the advance payment, the Seller is not obliged to deliver the Goods, and the Buyer is neither entitled to claim any compensation from the Seller for undelivered Goods nor is he entitled to any reimbursement of the costs associated with the Goods not being delivered.

7. The Seller undertakes to prepare the Goods for collection by the Buyer at the Place of Performance and to hand them over to the Buyer at this Place of Performance, unless the Contracting Parties agree otherwise.

8. The Place of Performance for the subject-matter under this Contract shall be the Seller's warehouse in the premises of the Seller's registered office in Břeclav (hereinafter referred to as „Place of Performance“), whereby the transportation of the Goods shall be arranged by the Buyer and the full cost of transporting the Goods shall be borne by the Buyer, unless expressly agreed otherwise.

9. The Goods are considered handed over, and the obligation of the Seller to hand over the Goods to the Buyer is considered fulfilled at the moment of taking-over of the Goods by the Buyer.

10. The Seller is obliged to hand over, together with the Goods, all documents necessary to take the Goods over, how to dispose of the Goods and how to properly use it. Unless expressly agreed otherwise, the relevant documents shall be handed over to the Buyer in the Czech language, and/or in the English language in the case of a sale abroad.

11. The Buyer acquires the title to the Goods upon full payment of the Purchase Price to the Seller.

12. The risk of damage to the Goods passes to the Buyer upon taking the Goods over from the Seller. Damage to the Goods means loss, destruction, harm or impairment of the thing regardless of any reasons for it.

13. The Seller is liable for any apparent defects, hidden as well as legal defects that the Goods had at the time of their handing over to the Buyer, and also for such defects that occur during the warranty period, provided that the Seller has been provided a quality guarantee for the Goods. The Buyer has to inform without undue delay of any shortage in quantity and of any apparent defective Goods that the Buyer having taken sufficient care discovered at the time of inspecting the Goods upon receipt no later than 5 (five) days from the date of receiving the Goods. Hidden defects shall be reported without undue delay after the Buyer discovered them if sufficient care had been taken. In the case of an alleged hidden defect, the Buyer is required to prove that the defect had already existed upon the passage of the risk of damage to the thing. A notification of a defect covered by the quality warranty, if agreed, can be done at the Seller by the last day of the warranty period at the latest.

14. In disputable cases, the costs of removing the notified defects are to be borne by the Buyer until it has been established whether the defect was notified and whether the rights of the Buyer were exercised correctly. If, in contested cases, it is proven that the Buyer has wrongfully made a notification of a defect and unrightfully

exercised rights of defective performance, he is obliged to reimburse the Seller all costs that the Seller has reasonably spent in relation to that unlawful claim.

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15. The Buyer and the Seller will draw up a report on rectifying the defect in which the Seller shall confirm the removal of the defect or shall state that the reasons for which the defects are rejected is due to non-existence of defects, or for why they refused the liability for defects.

16. The Seller is liable for their performance and their obligation to compensate for damages incurred in connection with them is only if the damage is caused by the Seller intentionally or by gross negligence.

17. The Buyer will pay the Purchase Price to the Seller on the basis of a tax document (hereinafter referred to as the „Invoice“) issued by the Seller after the Buyer has taken over the Goods.

18. The Invoice is payable within 14 (fourteen) days from the date of receipt of the Goods by the Buyer, unless the Contracting Parties agree otherwise. If the Buyer is in default with the payment of the Purchase price, the Seller is entitled to require the Buyer to pay a contractual penalty of 0.2 % from the outstanding sum for each commenced day of delay. Payment of the contractual penalty does neither affect the right to full compensation for damages resulting from the breach of the obligation to which the contractual penalty applies, nor the right to withdraw from the Contract because of the breach of this obligation.

19. A material breach of the Contract concluded under these Business terms and conditions shall be, among other things, the Buyer's delay with the payment of the Purchase Price for the Goods longer than 30 (thirty) days. In the event of such withdrawal from the Contract concluded under these Business terms and conditions, it does not affect the rights of compensation for damage, the rights to payment of contractual penalties or interest on late payment of the penalty. Withdrawal from the Contract does not also affect agreements which, by their nature, shall continue to be binding upon the Contracting Parties even after their withdrawal from Contract. The Buyer is neither entitled to offset their claims against the Seller's claims nor to assign, pledge or dispose of their receivables or any claims arising from the Contract concluded under these Business terms and conditions arising in relation to the performance of the Contract to any third party without the prior consent of the Seller in writing.

20. Any dispute arising from the Contract concluded under these Business terms and conditions which the Parties to the Contract fail to settle by negotiations, shall be resolved by the court of competent jurisdiction in the Czech Republic in accordance with the laws and regulations of the Czech Republic; the court having territorial jurisdiction to decide will be designated according to the registered office of the Seller. Standards of the private international law shall not apply. The provisions of Section 1740 (3) and the provisions of Section 1757 (2) and (3) Civil Code shall not apply. Contracts concluded under these Business terms and conditions are not contracts of adhesion within the meaning of Section 1798 and foll. Civil Code.

21. These Business terms and conditions shall be effective unless otherwise agreed in the Purchase Contract, and shall be binding also for any legal successors of both Parties.

22. We will strictly follow all applicable anti-corruption laws and regulations, including the legislation regulating foreign corrupt practices. We will neither engage nor tolerate any form of corruption, bribery, theft, embezzlement, or extortion. We will not tolerate any use of illegal financial transactions including any payments or other benefits to individuals, companies, international organisations, or governmental bodies for the purpose of influencing the decision-making process which would violate applicable laws, internal rules and procedures.

GUMOTEX Coating, s.r.o. is entitled to terminate any contractual relationship if it believes, in good faith, that the contractual party has violated applicable anti-corruption laws or any other regulation by its conduct.

23. GUMOTEX Coating, s.r.o. adheres to the QMS and EMS policy and honours the Compliance **GUMOTEX Coating, s.r.o.** Mládežnická 3062/3a, 690 02 Břeclav / Czech Republic Reg.No.: 074 17 659 / kept by the Regional Court in Brno / Section C, File No. 108070 Phone: +420 519 314 111 / Fax: +420 519 322 909 / E-mail: info@gumotex.cz www.gumotex.cz. Program, an ethical and legal behaviour; refer to a separate link at the websites www.gumotex.cz.