

TERMS AND CONDITIONS No. 1/18**FASTRA, s.r.o.****Art. I
Definitions**

1. As used herein, "**Supplier**" means **FASTRA, s.r.o.** with its registered office at Libenice 30 – Skalka, 280 02 Kolín, IČ (Company Identification Number): 44678118, DIČ (Tax Identification Number): CZ44678118, registered in the Commercial Register with the Municipal Court in Prague, Section C, File 7658.
2. As used herein, "**Client**" means a legal entity or a natural person who entered or intends to enter into a Contract with the Supplier as stipulated below.
3. As used herein, "**Goods**" means the subject matter of a purchase or the subject matter of work or services specified in an individual confirmed purchase order or in an individual accepted proposal to enter into a purchase contract or any other similar contract, or in a concluded framework purchase contract, as the case may be.
4. As used herein, "**Offer**" means the Supplier's proposal, delivered to the Client in person, by mail or electronically, to enter into a Contract.
5. As used herein, "**Purchase Order**" means the Supplier's proposal, delivered to the Client in person, by mail or electronically, to enter into a Contract. The Purchase Order must contain at least the details set out in Art. III. para. 3; without these required elements, a document cannot be considered a Purchase Order as defined herein.
6. As used herein, "**Contract**" or a confirmed or accepted Purchase Order or Offer means (depending on the subject matter of the Contract) a purchase contract, a contract for work, an innominate contract or any other similar contract entered into in accordance with the seller's scope of business as specified in its entry in the Commercial Register.

**Art. II
Basic Provisions**

1. These Terms and Conditions ("**TCs**") shall regulate the legal relations between the Supplier and the Client in deliveries of the Goods under the concluded Contract.
2. The TCs are an integral part of a Contract if such a Contract (i.e. draft contract or its acceptance) refers to these TCs in this regard. The Parties hereby also exclude the application of the Client's terms and conditions.
3. Different arrangements made in the Contract shall have priority over these TCs.
4. These TCs shall be considered terms and conditions mainly under section 1751 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended ("**CC**").
5. These TCs regulate the rights and duties of the Parties to the Contract in the event that no other written contract partly or fully deviating from the TCs has been entered into between the Supplier and the Client.
6. These TCs shall not apply to so-called consumer contracts that are governed by section 1810 et seq. of the CC (consumer under section 419 CC).

**Art. III
Conclusion of a Contract**

1. The conclusion of a Contract is governed in particular by section 1731 et seq. of the CC, however the Client's acceptance of an offer of the Supplier to make a Contract with the Client's reservations or comments shall not have the effects of an acceptance of the proposal to make a Contract, but instead it shall be considered a new proposal to make a Contract presented by the Client (by way of derogation from section 1740 (3) of the CC). The Supplier is entitled to reject or accept such a new proposal of the Client. In the event that the Supplier accepts such a new proposal within 15 days of receipt, the Contract shall be deemed to have been made on the day when the Client is notified by the Supplier in writing of the acceptance of such a new proposal.
2. The Contract shall be made between the Supplier and the Client under these TCs in the event that the Client accepts the proposal to make a Contract (including its reference to the use of the TCs) presented (delivered) to the Client by the Supplier within 30 days of its receipt, unless otherwise stated in the proposal. If the Client delivers its acceptance of the proposal to make a Contract to the Supplier after the expiry of the aforementioned period, the Contract shall be concluded only if the Supplier approves of such delayed acceptance of the proposal to make a Contract within 10 days of receipt of the delayed acceptance of the proposal to make a Contract.
3. The Contract shall be made on the basis of a proper (complete) Purchase Order of the Client when the Supplier accepts such a Purchase Order with reference to the TCs within the time limit set by the Client by fax or e-mail. If the Supplier fails to accept the proper (complete) Purchase Order of the Client (thereby failing to make the Contract), the Supplier shall not be bound by such a Purchase Order of the Client. In addition to the basic identification details of the Client (name, representative, address, IČO (Company Identification Number), DIČ (Tax Identification Number), bank details, entry in the Commercial Registry or, where appropriate, the Trade Licensing Registry), the Client's Purchase Order shall contain the purchase order number, date, first and last name of the issuing person, phone number, e-mail address, fax number, specifications of the goods to be delivered, required quantity, quality and price of the Goods (or reference to a valid Offer), delivery date and method of payment. Without these required elements, the Client's Purchase Order cannot be considered proper (complete) within the meaning of these TCs.

**Art. IV
Subject Matter of the Contract**

1. The subject-matter of the Contract is in particular the Supplier's obligation to deliver the Goods to the Client and transfer the ownership of the Goods to the Client, and the Client's obligation to duly and timely accept the Goods delivered and pay the purchase price for the Goods to the Supplier in a due and timely manner. If a Contract is made, the Supplier shall be obliged to deliver the Goods to the Client in the quantity, quality, workmanship and time under the terms of the Contract or, where appropriate, the applicable legislation.
2. The Supplier reserves ownership rights to the Goods. The ownership of the Goods shall pass onto the Client upon the full payment of the price.
3. The risk of damage to the Goods shall pass to the Client upon the handover of the Goods to the Client or its handover to the Supplier's carrier providing transport from the Supplier's registered office according to the Client's instructions.
4. The Client agrees to provide the Supplier with complete, true and timely information needed to correctly define the subject-matter of the Contract. If the circumstances that may affect the performance of the Contract change substantially, the Client shall notify the Supplier of such a change within 3 working days of the date of such a change or a change in circumstances.

**Art. V
Place and Method of Performance**

1. Unless otherwise agreed in the Contract, the place of delivery (handover) of the Goods (i.e. place of performance) shall be the Supplier's registered office entered in the Commercial Register. The obligation of the Supplier under the Contract shall be deemed to have been fulfilled upon the handover of the Goods with accompanying documents to the Client or the first carrier transporting the Goods to the Client in accordance with the Contract. The accompanying documents needed for the acceptance and use of the Goods under section 2094 CC shall be a delivery note or documents replacing it.
2. The Goods shall be handed over free of any obligations, claims or rights of third parties. The Supplier shall hand over the Goods to the Client or the carrier in a due and timely manner and agrees to perform the Contract with due diligence. The Supplier agrees that, at the time of the delivery (handover) to the Client (carrier), the Goods shall meet applicable valid and effective technical, safety, environmental, sanitary and other relevant

generally-binding legislation. Upon the handover of the Goods to the Client, the risk of any loss, destruction of or damage to the Goods shall be borne exclusively by the Client who is therefore not entitled to make any claims against the Supplier for this reason.

3. Unless agreed otherwise, the transport of the Goods shall not be included in the price of the Goods. Unless agreed otherwise, the method and type of packaging and the method of transport shall be determined by the Supplier. Unless agreed otherwise, all cost for the transport of the Goods shall be borne by the Client.
4. If the Supplier and the Client agree, the transport of the Goods from the place of performance (i.e. place of delivery) to the destination shall be arranged by the Supplier according to the Client's instructions, always at the expense of the Client. Otherwise, the transport of the Goods from the place of delivery of the Goods shall be arranged by the Client itself or through its carriers at its own expense.

Art. VI Delivery Periods

1. The Supplier shall be entitled to deliver the performance on the dates or at any time during the delivery periods agreed in the Contract. The performance is permitted in the form of partial deliveries.
2. The Supplier shall not be in default in the performance of the Contract if the Supplier fails to meet any of its duties arising to the Supplier from force majeure.

Art. VII Price and Payment Terms

1. The purchase price of the Goods is agreed between the Client and the Supplier based on demand and supply, or based on the price list and the relevant agreed discount for the given range of the Goods, unless otherwise stated in the Contract. If any significant change occurs in the market, in particular in terms of the price of inputs and input raw materials, the Supplier shall be entitled to change the price for the Goods.
2. The Client shall pay on the basis of an invoice or in cash at the handover of the Goods. The invoice shall be payable, unless agreed otherwise in the Contract, to the Supplier's bank account within 15 days of its issue by the Supplier.
3. The Supplier shall be entitled to require payment for the Goods in advance or cash or any other form of security for the Client's obligation up to the total price of the Goods.
4. The Supplier is a value added tax ("VAT") payer. In accordance with the relevant provisions of Act No. 235/2004 Coll., on Value Added Tax, as amended, the Supplier shall pay to the respective tax authority the relevant VAT in the amount according to the applicable legislation which shall be added to the price and shall be paid by the Client to the Supplier in connection with the price and in accordance with the Contract.
5. Storage of the Goods ready for personal collection on the basis of the Client's instructions shall give the Supplier the right to invoice for the Goods without a storage fee and the Supplier shall notify the Client, along with the sending of the invoice, of the date, from when and in what extent the storage fee shall be charged.
6. The Supplier shall be entitled to invoice for every partial delivery.
7. The invoices shall contain the required elements of a tax document pursuant to applicable legislation.
8. When paying an invoice, the Client shall enter the payment reference number specified in the Supplier's invoice in the payment order in the payment reference number box ("*variabilní symbol*").
9. The Client shall be entitled to send an invoice back to the Supplier prior to the due date without payment only if the Supplier has not acquired the right to invoice, the invoice does not contain the required elements of a tax document or has any other defects in terms of its content with the Client stating the reason for the return. The Client shall notify the Supplier of any defects in the tax document in writing within 3 working days of the date of receipt of the invoice and the Supplier shall immediately remove such deficiencies.
10. The original maturity period shall be suspended upon the justified return of the invoice. A new maturity period shall begin from the date of issue of a corrected or a newly prepared invoice.
11. The Client shall pay the agreed price of the Goods on the basis of a tax document, including the price of any refundable packaging charged, if such packaging is necessary for further handling of the Goods.
12. The purchase price shall be deemed to have been paid if the Supplier receives the purchase price in the relevant amount from the Client in cash in the Supplier's registered office or by bank transfer credited by the due date to the Supplier's bank account indicated in the invoice (tax document).
13. The Client shall not be entitled to retain the purchase price or deduct or set off part of the purchase price due to any claims or counter-claims made against the Supplier.
14. The Client shall not be entitled to return the price or part thereof or any Goods claimed due to any of its own claims against the Supplier. The Client shall not be entitled to set off any of its own claims against the price of the Goods, even if the claims are based on rights arising from complaints submitted in a timely manner. Any discount on the price of the Goods due to a defect to the Goods shall be handled by a credit note upon payment of the Goods.
15. The Client shall compensate the Supplier for all costs associated with the recovery and enforcement of its claim for payment of the amount due, including the costs of fees charged by a third party that will be recovering the claim for the Supplier on the basis of a contractual relationship, costs of judicial proceedings and legal fees etc.

Art. VIII Penalty Clauses

1. If the Supplier happens to be in default in delivery of the Goods to the Client or the removal of defects of the Goods, the Client shall be entitled to request that the Supplier pay a contractual fine of 0.5% of the price of the Goods for each day of default, in whole or in part.
2. The Supplier shall not be obliged to pay the contractual fine for late delivery if it notifies the Client in writing of objective reasons that resulted in its failure to comply with the originally confirmed date and notifies the Client of an alternative date of performance.
3. If the Client fails to accept the Goods within the agreed time period, the Client shall pay to the Supplier a contractual penalty of 0.5% of the price of the unaccepted Goods for each day of default, in whole or in part, unless agreed otherwise.
4. If the Client fails to comply with the maturity period under Art. II para. 2 or if the Contract stipulates otherwise, the Client shall be entitled to pay to the Supplier a contractual fine of 0.5% of the outstanding amount but no less than CZK 100 for each day of default, unless otherwise agreed. This does not affect the Supplier's right to claim payment of late payment interest at the rate arising from applicable legislation.
5. In the event that the Client is in default in payment of its obligation for more than 90 days, despite having been notified by the Supplier, the Supplier shall be entitled to handle its claim at its sole discretion.
6. Any contractual fine under these TCs shall be payable within fifteen days of the date of sending a written request of its payment to the Client. If the Supplier fails to comply with this time period, the Supplier shall be entitled to charge late payment interest at the rate arising from applicable legislation.
7. The claim of the Supplier for damages incurred by the Supplier due to the Client's actions set out in para. 3 and 4 of this article shall not be affected by the actions or payment of the contractual penalty under para. 3 and 4 of this article.
8. Default of the Client in payment of the price or part thereof shall be deemed a substantial breach of the Contract. In the event that the Client is in default towards the Supplier in payment / partial payment / under the Contract or any other payment, the Supplier shall be entitled to:
 - a) Demand an advance payment within a reasonable time period for any other/future delivery /partial delivery/ hereunder;
 - b) Suspend deliveries of the Goods without it constituting a breach of the Contract and these TCs for the Supplier or having any negative legal consequences for the Supplier;
 - c) Unilaterally withdraw from the Contract, in whole or in part, with effects of the withdrawal from the moment of delivery of its written notice to the Client. The Supplier may withdraw from this Contract in the event that the Client fails to pay in advance according to item a).

9. If the deliveries of the Goods are suspended in accordance with para. 8 item b) of this article, the Supplier shall not be in default in deliveries of the Goods.

**Art. IX
Liability for Defects, Complaints and Declaration of Conformity**

1. The Supplier shall be liable for defects of the Goods at the time of their handover to the Client or the carrier. The Supplier shall be also liable for defects to the Goods that arise during the Warranty Period (as defined below).
2. The Supplier shall grant a warranty for the Goods delivered to the extent of the warranty conditions provided that the products are installed and used in accordance with the operating manual, technical and servicing conditions, unless agreed otherwise (in the Contract, warranty certificate, etc.). The Client shall be obliged to prove that the delivery of the claimed Goods originated from the Supplier.
3. The warranty shall not cover any defects caused by rough interference, improper unprofessional installation, handling, storage, usual wear and tear or failure to comply with the specific conditions set for the particular type of the Goods in the warranty certificate and technical conditions.
4. The warranty period shall be 12 months from the date of handover of the Goods to the Client or carrier. The warranty period for the Goods to be built in shall be 12 months from the date of demonstrable installation, not to exceed 18 months from the date of acceptance of the Goods.
5. Any defects identifiable during the handover of the Goods shall be immediately notified by the Client to the Supplier in writing on the delivery note or a special report sent by fax, e-mail, courier etc. within 7 calendar days of the acceptance.
6. The Client must make any claims of hidden defects of the Goods with the Supplier within the Warranty Period.
7. The written complaint must contain, in particular, the Client's identification details (company name / first and last name, IČO (Company Identification Number), registered office/address), contact details of the Client's person authorised to handle complaints (first name, last name, e-mail address, phone) and an accurate description of the claimed defect.
8. The Supplier shall communicate a proposed plan of action to handle a complaint within 10 days of receipt of the due notification of the Client of any defects detected, or reject the complaint within the same period. Even after this period, the Supplier shall be entitled to reject the complaint, if it proves to be unjustified.
9. If the Supplier recognises a complaint as justified and unless the Parties agreed otherwise in the specific case, the Supplier shall have the right to choose whether to remove the defects of the Goods within a reasonable time period or whether to make a partial replacement delivery or whether to grant a proportional discount on the Goods to the Client.
10. If the Client violates its obligation to carry out a timely inspection of the Goods or to duly notify the Supplier of defects of the Goods hereunder, the Supplier shall be entitled to reject the complaint, and the Client's rights arising from liability for defects of the Goods shall not arise in that case.
11. During the handling of a complaint regarding the quality of the Goods the Client shall store the claimed Goods until the complaint is completely resolved, unless the Parties agree otherwise. Without the prior express consent of the Supplier, such Goods must not be handled in any manner that would impede or prohibit any subsequent inspection of the claimed defect. For this purpose, the Client shall allow the Supplier to review the claimed Goods at the place of installation or storage.
12. In the event that a discussion regarding a defect of the Goods results in the need to prove the existence of defects of the Goods by expert assessment, the cost of such an assessment shall be borne by the Party that commissioned such an expert assessment, with the right to claim reimbursement of such costs from the other Party if the conclusions of the complaint procedure are in favour of the former Party.
13. If it is not possible to prove that the claimed defect was caused by the Supplier, the Client shall be charged for the Supplier's activities associated with identifying the cause, or verifying or removing the defect claimed by the Client in accordance with the Supplier's price list valid at the time of the claim.
14. The Supplier agrees to provide the declaration of conformity under Act No. 22/1997 Coll., on Technical Requirements for Products, as amended, and the Supplier shall provide the Client with a copy of this declaration of conformity, or an affidavit stating that the declaration of conformity has been issued.

**Art. X
Defenses, Force Majeure**

1. The Parties' liability for partial or complete failure to comply with their contractual obligations is excluded if it occurs:
 - a) Due to force majeure. Force majeure means events (obstacles) that occurred after the establishment of an obligation independently of the will of the relevant Party, are of extraordinary nature, unavoidable, unpredictable, insurmountable and prevent the objective fulfilment of the obligations under the Contract (e.g. war, civil unrest, fire, floods, epidemics, quarantine, earthquakes, landslides, explosions, terrorist attacks, unpredictable disruptions of production, outages or interruptions in the supply of input materials for production not caused by the Supplier, explosions or other damage or failure of the manufacturing equipment or distribution equipment, etc.). If the force majeure remains in effect for a period of no more than 90 days, the Parties shall fulfil their obligations arising from the Contract as soon as the effects of the force majeure subside, and the delivery periods and all other time limits shall be postponed by the duration of the force majeure;
 - b) Due to interference of official positions of the Supplier's or the Client's countries prohibiting the Parties from meeting their obligations arising from the Contract.
2. However, it shall not be deemed impossible to fulfil an obligation if it can be fulfilled under more difficult conditions or at greater expenses or after the agreed delivery date.
3. If force majeure occurs, the affected Party shall immediately (without undue delay) notify the other Party of the nature, start and end of the force majeure.
4. Liability of the obliged Party shall not be excluded and the delivery date shall not be postponed if the force majeure occurred at a time when the obliged Party was already in default in meeting its obligation under the Contract or where the obliged Party failed to comply with its obligation to immediately (without undue delay) notify the other Party in accordance with the previous paragraph of this article of the TCs.
5. In case of force majeure, the Supplier and the Client shall be entitled to adequately postpone the delivery date, and the Parties shall under no circumstances be entitled to make any claims of non-compliance with the Contract and the default against each other due to force majeure, which shall also affect any claims for damages. This shall not affect any other claims associated with the force majeure granted to the Parties in that case by applicable legislation.

**Art. XI
Confidentiality Obligation**

1. The Parties agree to keep confidential all facts regarding the other Party and the subject-matter and performance of the Contract, of which they become aware in connection with the performance of the Contract and which are not publicly known or available. The above obligation also applies to other facts that are expressly designated by the other Party as confidential. Hereinafter, all the above shall be referred to as "**Confidential Information**".
2. Each Party agrees to make sure to prevent any leakage of the Confidential Information and agrees to protect the confidentiality of the Confidential Information at least in the same manner as used by it to protect its own trade secrets, however, always at least in the customary manner. Each Party agrees not to use the Confidential Information for any purposes other than to perform under the Contract.
3. All intellectual and industrial property rights relating to the Goods belong to the Supplier and the related persons.
4. The Client shall not be entitled to:
 - a) Make copies of the Goods, create, copy or modify the Goods and/or help a third party to do so;
 - b) Use any intangible assets of the Supplier anywhere but on the Goods;
 - c) Deliver or offer to deliver any tangible and intangible assets of other entities in a manner that may make third parties believe that those are Goods delivered by the Supplier;

- d) In any manner associate the Supplier's Goods with the marketing of any products or services of other entities;
 - e) Change, remove or destruct the original text on the Goods from production.
5. The Parties agree to comply with their obligation of confidentiality under this article hereof for the entire term of effectiveness as well as after the termination of the Contract until the Confidential Information becomes publicly known and available without any violations of this article of the TCs.
 6. If the obligation to protect Confidential Information is violated, the Party that violated the obligation shall reimburse the other Party for any damage caused by such a violation of the obligation under this article of the TCs in full plus a contractual penalty of CZK 500,000 for each individual violation of the obligations under this article hereof.

**Art. XII
Dispute Resolution**

1. If any dispute arises between the Parties in relation to the Contract, its application or its interpretation, the Parties shall make every effort to resolve such a dispute amicably.
2. All disputes shall be finally decided by arbitration at the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic, excluding any powers of general courts. The arbitration shall be held in accordance with the relevant Rules of Arbitration by three arbitrators appointed in accordance with the Rules of Arbitration. The venue of arbitration shall be Prague and its language shall be Czech.
3. The Parties agree to fulfil all the obligations imposed on them in the arbitration award within the time limits specified therein. Either Party shall be entitled to turn to the above Arbitration Court to decide in any dispute after the expiration of 30 days from the day when one of the Parties notifies the other Party of the existence of the dispute, unless the Parties handle the dispute amicably within the specified period.

**Art. XIII
Withdrawal from the Contract**

1. Each Party shall be entitled to withdraw from the Contract for reasons set out in the Contract or for reasons listed in the relevant legislation under section 2001 et seq. of the CC.
2. Both Parties shall be entitled to withdraw from the Contract in case of a demonstrable material breach of the Contract by the other Party as stipulated in section 2002 of the CC.
3. The Supplier shall be also entitled to withdraw from the Contract in the case stipulated in Art. XIV para. 3 hereof.
4. The Parties agree that, in addition to the reasons listed in section 2002 of the CC, the following shall constitute a material breach of the Contract:
 - a) The Supplier's default in handover of the Goods for more than 30 days from the agreed delivery date;
 - b) Non-recoverable and reoccurring defects of the Goods;
 - c) The Client's failure to pay the advance or price of the Goods in the agreed amount and by the agreed date.
5. A material breach of the Contract entitles the Parties to withdraw from the Contract with immediate effect.
6. The withdrawing Party must notify the other Party of the withdrawal from the Contract without undue delay after becoming aware of such a material breach of the Contract.
7. Unless agreed otherwise, when withdrawing from the Contract due to a non-material breach, the Party entitled to withdraw from the Contract shall give the other Party a reasonable time limit to remedy the fault (deficiencies) listed as the reason for the potential withdrawal from the Contract prior to withdrawing from the Contract. Unless the reason for withdrawal is remedied within the above reasonable time limit, the relevant Party shall be entitled to withdraw from the Contract.
8. The Client shall be entitled to withdraw from the Contract without stating a reason, in which case, however, the Supplier shall be entitled to charge a severance fee of up to 30% of the total price of the Goods. In the case of customized Goods ordered by the Supplier based on exact specifications of the Client, the Supplier shall be entitled to charge a severance fee of up to 80% of the total price of the Goods. The Goods may only be returned with the written consent of the Supplier. The Goods must be returned with a copy of the accompanying document (delivery note, invoice), unused, undamaged, clean, in the original packaging, if delivered in such packaging to the Client. The Supplier is entitled to reject the Goods if the above conditions are not met.
9. Unless otherwise agreed between the Parties, each Party shall be entitled to withdraw from a Contract with repeated performance (including but not limited to a framework purchase contract) without stating a reason for termination with a 3-months' notice period which begins on the first day of the month following the delivery of the notice to the other Party.
10. Each Party shall be entitled to withdraw in the event that the situation described in Art. X hereof occurs.
11. Termination of the Contract shall not affect the right of each Party to claim damages arising from violations of the Contract by the other Party. Neither Party shall be relieved of its duty to pay its obligations arising from non-compliance with its duties, including any obligations that arise during the effectiveness of the Contract.

**Art. XIV
Delivering of Documents, Other Arrangements**

1. All documents, reports and any other written materials shall be delivered to the other Party to the attention of the competent persons to the last known address of the other Party. In case of any doubts, the address, from which correspondence is normally received, or the address stated in the Contract (identification details of the Parties) shall be deemed to be the last address officially communicated to the other Party. E-mails shall be deemed to have been delivered if delivery is confirmed by the other Party, not only based on an automatic confirmation response, but with an express confirmation of delivery of the e-mail message in a separate e-mail, in which the other Party confirms receipt. However, an e-mail message containing an invoice issued by the Supplier for the Goods delivered shall be deemed to have been delivered at the moment of delivery to the e-mail address communicated by the Client to the Supplier as the contact address for the purposes of electronic invoice submission. In this case, the delivery shall be deemed to be demonstrable by providing an automatic confirmation that the message has been delivered to the recipient's e-mail server. A fax message shall be deemed to have been delivered if the outgoing fax machine issues a confirmation of successful transmission. All messages and communications, to which the other Party responds, shall be deemed to have been delivered.
2. The Client shall immediately notify the Supplier of every change in the staffing of its governing body and every change in the controlling entity as defined in section 74 et seq. of Act No. 90/2012 Coll., as amended (the Commercial Corporations Act), within 14 days of the change. If this obligation is violated, the Supplier shall be entitled to claim any damage directly or indirectly caused as a result of such a violation of this obligation of the Client.
3. The Supplier reserves the right to withdraw from the Contract in writing in the event that the change in the staffing of the Client's governing body or controlling entity, as the case may be, is assessed by the Supplier as high-risk. The withdrawal shall be effective upon its delivery to the Client.
4. The Client shall be responsible for the correctness and accuracy of the data that it has provided to the Supplier and agrees to notify the Supplier in writing in a timely manner of all changes regarding the Client that are relevant to the performance of the Contract concluded with the Supplier, including the ability to pay its debts.

**Art. XV
Final Provisions**

1. These TCs apply to all deliveries of the Goods by the Supplier. Any purchase terms and conditions listed or printed on the Client's Purchase Order, as well as any other terms set out in the Client's Purchase Order, which are not consistent with these TCs, shall be considered invalid unless the Supplier confirmed them to the Client in writing prior to the delivery of the Goods.

2. Any relations that are not expressly regulated by the Contract and these TCs shall be governed by the relevant provisions of the CC, as amended, and the applicable INCOTERMS.
3. The Contract shall be governed by the laws of the Czech Republic, excluding principles of conflict of laws.
4. The Parties agree that if any major changes in circumstances occur on the part of the Client after the conclusion of the Contract between the Client and the Supplier, the Client assumes the risk of such changes in circumstances in accordance with section 1765 (2) of the CC.
5. Without the prior written consent of the Supplier, it is not possible to transfer, pledge or assign the Contract or any of the rights or obligations arising therefrom.
6. In the event that any of the provisions hereof is or becomes invalid and/or ineffective, the remaining provisions hereof shall remain valid and effective.
7. The Supplier shall be entitled to unilaterally amend these TCs without notice. The Supplier shall publish the new wording of the TCs on its website www.fastra.cz.
8. The Client agrees to the publication of its company name in the Supplier's printed materials and promotional events.
9. The Contract may be amended only upon the mutual agreement of the Parties in the same manner as in which it was concluded, in particular by accepting a new Purchase Order expressly amending an original Purchase Order.
10. These TCs shall become valid and effective on the date of their publication on the publicly accessible website www.fastra.cz, i.e. on 19 March 2018, and shall supersede all previous Terms and Conditions for Deliveries of the Supplier's Goods.

The Client declares that it has read these TCs, agrees with the content