

GENERAL COMMERCIAL TERMS & CONDITIONS FOR PROCUREMENT

issued in accordance with the provision of Section 1751 and subsequent of Act no. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as the "Civil Code"), for conclusion of contracts of work of the company BONATRANS GROUP a.s. (hereinafter referred to as "BONATRANS") as the purchaser

1. Preamble

These General Commercial Terms & Conditions for purchase (hereinafter referred to as the "Conditions") are issued for the purpose of simplifying business contact whilst at the same time ensuring the precise delineation of the rights and obligations of the contracting parties upon conclusion of contracts of purchase, in which the joint stock company BONATRANS GROUP a.s. with its registered seat at Revoluční 1234, 735 94 Bohumin, IČ_{[ID No.]:} 27438678, DIČ_{[Tax ID No.]:} CZ27438678, entered in the Commercial Register at the Regional Court in Ostrava, section B, inset 3173, appears as the purchaser. These Conditions form an integral component of the contracts of purchase arranged between the purchaser and the seller.

Any deviations from these Conditions or any addenda thereto are valid only if agreed upon in writing by both parties and if they are a component of the contract of purchase. Contractual arrangements stating otherwise shall take precedence over stipulations of these Conditions.

2. Conclusion of contract, subject of contract

2.1 Individual contracts of purchase are concluded by means of written orders / proposals for conclusion of a contract of purchase signed by the authorised representatives of both contracting parties. Orders / contracts of purchase (hereinafter referred to as "contracts of purchase" or "contracts") must contain at least the following appurtenances:

- Identification of contracting parties: business name, registered seat, ID No., Tax ID No., bankers, account no.,
- Designation of goods to be purchased (individual designation of goods or designation in terms of quantity and type of goods, quality of goods, version of goods, specification of documentation required within the framework of the delivery of goods),
- Price,
- Method of payment,
- Date, place and manner of delivery,
- Guarantee period,
- Provision that the General Commercial Terms & Conditions for Procurement of the company BONATRANS GROUP a.s. for procurement are an integral component of the contract.

On the basis of the contract of purchase the seller is obliged to supply and transfer the right of ownership to the goods delineated in the contract of purchase to the purchaser, and to hand over the goods to the purchaser according to the contract of purchase at the time and place stated in the contract, and the purchaser is obliged to receive the goods according to the contract of purchase at the arranged place and to pay the agreed price for these goods.

2.2 The contract is concluded upon signing of the contract's originals by authorized representatives or upon notification of acceptance of the proposal for the contract of purchase. The seller is obliged to deliver written confirmation of the contract of purchase to the purchaser by e-mail or fax within a maximum period of 5 days from the sending of the order / proposal for contract of purchase, with no deviations allowed. Any deviation shall constitute a new proposal for the contract.

2.3 A concluded contract of purchase work may be amended only on the basis of the consent of both contracting parties. Addenda and amendments to the contract are valid only in written form, and shall be confirmed by the representatives of the contracting parties, otherwise they are invalid. Telegraphed and telexed communications and communications by electronic means which enable the anchoring of the content of a legal function and designation of the person implementing the legal function are considered to constitute written form.

2.4 The number of the order / contract of purchase and the symbols prescribed in the order / contract of purchase must be stated in all written materials compiled in connection with the contract of purchase.

3. Purchase price, taxes and conditions of payment

3.1 A precondition for the establishment of the contract is the agreement on the price. The seller is not authorised to adjust the price to the disadvantage of the purchaser following the conclusion of the contract without the written consent of the purchaser.

3.2 The price of the work also covers all auxiliary costs of the seller, and unless stated otherwise in the contract the price covers the costs for transport of the goods to the place of delivery and if applicable further costs for services or activities implemented by the seller in connection with the delivery of the goods (e.g. customs charges, transit fees etc.). The price also covers costs for insurance of the goods unless the contract stipulates otherwise or if it is the obligation of the purchaser to insure the goods on the basis of the law.

3.3 The price does not cover any taxes. The seller shall charge taxes in accordance with the tax prescriptions of the Czech Republic which are valid at the tax effective date. Valid confirmations of tax exemption must be attached to the contract to which they relate.

3.4 The seller declares by signing the contract that the contract contains true information about whether or not the seller is a payer of VAT in the Czech Republic or whether it is a subject registered for VAT in another member state of the EU, or whether it is a foreign subject in the sense of the law on value added tax (i.e. the seller does not have a registered seat, place of business or operational premises, or place of residence or other location where it usually resides within the territory of the EU).

3.5 Unless this concerns a foreign subject in the sense of the preceding paragraph, the seller is at the same time obliged to state its Tax ID No. in the contract, if this has been allocated. If this concerns a subject registered for VAT in another EU member state in the sense of the preceding paragraph, it is understood that this subject does not have a registered seat, place of business or operational premises within the Czech Republic unless stated otherwise in the contract.

3.6 By signing the contract the seller undertakes the obligation to notify the purchaser during the period of effectiveness of the contract of any change to the above information without delay (no later than 7 days) after such change has occurred.

A seller who is a foreign entity declares by means of signing the contract of purchase that it does not have permanent operational premises within the Czech Republic in the sense of Section 22 paragraph 2 of Act no. 586/1992 Coll., on income tax and the relevant contract on prevention of double taxation. At the same time it declares that it has not concluded any contract on the basis of which permanent premises could be established in the sense of the aforementioned legal prescriptions. If the seller has or establishes permanent premises within the territory of the Czech Republic in the sense of the aforementioned legal prescriptions, or concludes a contract on the basis of which such premises could be established, the seller is obliged to notify the purchaser of this matter before the conclusion of the contract or within 30 days at the latest.

In the case of breach of the obligations according to this paragraph the seller is obliged to compensate the purchaser in pecuniary form for any damages incurred by the purchaser as a consequence of the breach of these obligations.

3.7 After the handover and receipt of the subject matter the seller shall compile an invoice. The invoice must contain the appurtenances stated in paragraph 3.9. If the seller is registered as a VAT payer within the Czech Republic, the invoice must also contain the appurtenances of a tax document according to the valid prescriptions.

The purchaser shall implement payment without offsets, counter-claims or reductions, unless another method of payment of the price is arranged in the contract of purchase.

3.8 If the seller provides a discount, it shall include the discount in the price of the work or state it on the invoice as a separate item.

3.9 **The invoice must contain the following appurtenances:**

- ID No. and Tax ID No. of purchaser and seller,
- Description of subject matter of contract of purchase,
- Total invoiced amount broken down according to order, including discount, if provided
- Tax effective date,
- Payment deadline of invoice,
- Seal and signature of seller,
- Indication of financial institute and number of bank account into which payment is to be made,
- Number of order / contract of purchase.

A copy of the delivery note shall form an appendix to the invoice. In the case of agreed monthly summary invoicing, all the delivery notes for goods sent during the course of the given month shall be an integral component of the invoice.

3.10 Maturity of the invoice is arranged at 60 days from the demonstrable delivery of the invoice to the following invoicing address of the purchaser:

BONATRANS GROUP a.s.
Oddělení účetnictví a rozborů *[Division of Accounting and Analytics]*
Bohumín, Revoluční 1234, postcode 735 94
Czech Republic

Payment is understood to mean the sending of the payment from the account of the purchaser.

- 3.11 If the invoice does not contain the stipulated appurtenances or contains erroneous information, the purchaser is authorised to return such an invoice to the seller within the maturity period. In such a case the maturity period is suspended and a new maturity period commences from the moment of delivery of the corrected or supplemented invoice to the purchaser. The seller is further obliged to provide the purchaser with co-operation in the case that the tax administrator disputes that the tax document compiled by the seller contains all the appurtenances of a tax document in accordance with the VAT Act as amended or other relevant legal prescription. Until the seller meets this obligation, the purchaser is not obliged to pay any part of the price of the work or meet any other financial obligation ensuing to it from the contract on work or from these Conditions.
- 3.12 In the case that invoiced goods contain defects which prevent the receipt or use of the goods, the purchaser may return the goods to the seller or withhold payment until the moment of regular fulfilment. The agreed maturity period then commences from the day of rectification of the deficiencies of the goods or from the day of alternative fulfilment.
- 3.13 The seller, who has a registered seat / place of business in the Czech Republic, or who is a VAT payer within the territory of the Czech Republic, explicitly declares that the seller has no due liabilities towards the bodies of the tax administration and does not meet the conditions and circumstances stated in Section 109 of Act no. 235/2004 Coll., as amended, which could establish the obligation of the purchaser to pay VAT on behalf of the seller in the sense of the above provision under the title of legal liability, and at the same time declares that there is no risk of the seller meeting such conditions or circumstances and that it shall take all measures in order to ensure that it does not meet these conditions and circumstances. The seller is obliged, should these conditions and circumstances be met at the moment of implementation of tax fulfilment, or in the case of a risk thereof, to inform the purchaser of this matter in writing without delay. For the purpose of demonstrating the above, the seller is obliged upon purchaser's request to submit an up-to-date confirmation (no older than seven days) to the purchaser that it has no tax debts (confirmation of status of current tax account), no later than 30 days from the delivery of the demand from the purchaser to the seller. If the last statement of accounts of the seller (or the last statement of accounts verified by an auditor if the verification of this statement of accounts is required by the law) is not placed in the collection of documents of the Commercial Register at the time of conclusion of the contract on work, in the case that the seller is subject to the obligation to compile a statement of accounts, the seller is obliged to submit a certified copy of this statement of accounts to the purchaser on the basis of a written demand. In the case that the seller is in delay with the fulfilment of any of its obligations according to this paragraph by longer than 14 days, the purchaser is authorised to withdraw from the contract of work.
- 3.14 Should the seller be marked as an unreliable payer in the central registry of taxpayers or in case the seller states as bankers an unregistered account in an invoice, the purchaser is entitled to execute the tax payment, i.e. pay the tax to the applicable tax administrator. The seller shall subsequently be reimbursed for the payment up to the amount representing the tax base.

4. Delivery conditions

- 4.1 The delivery periods for goods supplied on the basis of the individual contracts of purchase are anchored directly in the individual contracts of purchase. The delivery periods commence from the moment of acceptance of the order / proposal for contract.
- 4.2 The moment of delivery of goods is considered to be the moment when the purchaser is enabled to handle the goods at its registered seat (place of delivery), unless otherwise designated by an agreement of the parties.
- 4.3 Unless otherwise stipulated in the order, the delivery location is the seat of the purchaser: BONATRANS GROUP a.s. Bohumín, Revoluční 1234, in which it is further possible to designate the specific store within the seat of BONATRANS GROUP a.s.
If the place of delivery is the "central reception" and/or "components store" of BONATRANS GROUP a.s., it is possible to implement delivery from Monday to Friday from 07:00 to 13:00.
- 4.4 The seller is obliged to ensure transport of the goods to the place of delivery and to secure all consents and decisions of the relevant bodies which are necessary for the delivery and transport of the goods to the place of delivery. The purchaser is obliged to provide the seller with the necessary co-operation for this purpose.
- 4.5 The seller is liable for delivering the goods within the agreed quantity, quality and version, for rendering the goods for transport by the method stipulated in the contract of purchase or the usual method of transport in the case that the method of transport is not stated in the contract of purchase, and for delivering the goods to the arranged place of delivery, within the arranged delivery period. The seller is obliged to deliver all documentation which is essential for the receipt and regular use of the goods together therewith, i.e. in particular the declaration of compliance according to Act no. 22/1997 Coll., certificates of authorised person, instructions for attendance and maintenance in Czech language, certificates of quality and completeness, connection diagrams, certificates of manufacturer on performed tests etc. (in case of doubts the documentation specified by the purchaser).
- 4.6 The purchaser is not obliged to accept partial fulfilment from the seller, i.e. in particular the purchaser is not obliged to accept a delivery which is not provided in the agreed quantity and quality or with which all documentation is not provided.
- 4.7 A delivery note or written record (hereinafter referred to as a delivery note) must be compiled on the delivery (handover and receipt) of the goods according to the contract of purchase, confirmed by the representatives of both contracting parties, which shall contain in particular the following appurtenances:
(a) First names and surnames of persons ensuring handover and receipt,
(b) Delineation of transferred goods – precise identification, including an inventory of all documentation which is a component of the order,
(c) Date of handover and receipt, signatures of transferring and receiving persons.
- 4.8 The seller is obliged to inform the purchaser without delay of any possible delays upon delivery of goods exceeding two working days following the term agreed upon in the contract of purchase.
- 4.9 The seller may deliver goods before the agreed delivery term (early delivery) unless explicitly stated otherwise in the contract of purchase or unless there are operational reasons preventing early delivery on the part of the purchaser, of which the purchaser must inform the seller at the latest without unnecessary delay after receiving an offer for delivery of the goods from the seller according to paragraph 4.10 of these Conditions.
- 4.10 The seller shall offer to the purchaser in writing fulfilment of the contract of purchase (delivery of goods) sufficiently in advance, at least 3 working days in advance, always stating the full order number, date of implementation and precise specification of goods, corresponding to the concluded contract of purchase or order of the purchaser.

- 4.11 Upon transit of consignments the seller is obliged to abide by the instructions of the purchaser, otherwise the purchaser reserves the right to charge the seller for all damages incurred as a consequence of failure to abide by the instructions of the purchaser. The purchaser also has the right to charge the seller for damages incurred. In the case of consignments in material units transported using rail transport, the seller is obliged to ensure official weighing.
- 4.12 In the case of consignments transported using rail transport, the seller shall insert a delivery note for each consignment in the wagon in such a manner that it is both visible and protected against climatic impacts and damage during transit. In the case of "consolidated" wagon consignments the seller shall state all the numbers of the contracts of purchase according to which the material was loaded into the wagon in the label and in the delivery note. At the same time the seller is obliged to indicate individual types of goods in the wagon with the number of the contract of purchase of the purchaser. In both the label and the delivery note the seller shall state a precise specification of the number of items (metres) of goods.
In the case of consignments composed of several parcels, the parcel containing the delivery note must be marked.
- 4.13 The seller is obliged to take back packaging materials or waste from these packaging materials, which were introduced onto the market together with the packaged product, by means of combined fulfilment by the joint stock company EKO-KOM a.s., unless another method of return of packaging materials is arranged in the contract of purchase. All costs in connection with return of packaging materials are borne by the seller.
- 4.14 The seller is obliged to ensure repurchase of selected products according to the valid legislation of the Czech Republic (Act no. 185/2001 Coll., on wastes) at its own costs and risk.

5. Further rights and obligations of purchaser

- 5.1 In the case of deliveries of goods in which the subject of the contract of purchase also includes the obligation of the seller to provide the purchaser with technical consultancy, participation in operational tests, securing of a consignment warehouse on the premises of the purchaser etc., the purchaser shall secure entry permits for all vehicles of the seller necessary for the fulfilment of the obligation on the basis of a written request from the seller.
- 5.2 The purchaser is obliged to train or secure instruction of the authorised employee of the seller (or employee of its subcontractor) in occupational health and safety, about which a written record shall be compiled.
- 5.3 In the case of securing of an obligation of the seller within the premises of the purchaser, the purchaser is authorised to check the employees of the seller.

6. Further rights and obligations of seller

- 6.1 The seller is obliged to:
- abide by the valid regulations (including the internal regulations of the purchaser) relating to occupational health and safety, as well as the relevant fire protection regulations and the regulations relating to environmental protection within the premises of the purchaser; the internal regulations of the purchaser in question are available at the website www.bonatrans.cz.
 - ensure that its employees / subcontractors / employees of subcontractors entering the premises of the purchaser abide by the valid regulations (including the internal regulations of the purchaser) relating to occupational health and safety, as well as the relevant fire protection regulations and the regulations relating to environmental protection. The subjects stated in this article shall be familiarised with the relevant special regulations relating to occupational health and safety, fire protection regulations and regulations relating to environmental protection upon entry to the premises of the purchaser, which they shall confirm by their signatures (training according to article 5 paragraph 5.2 of these Conditions).
 - ensure that the seller's employees / subcontractors / employees of subcontractors entering the premises of the purchaser abide by the no smoking policy in the premises of BONATRANS GROUP a.s., except within the dedicated smoking areas as indicated by the icon.
 - ensure that its employees / subcontractors / employees of subcontractors entering the premises of the purchaser abide by the instructions and orders of the employees of the purchaser or other persons authorised by the purchaser, concerning adherence to the regulations (including the internal regulations of the purchaser) relating to occupational health and safety, as well as the relevant fire protection regulations and the regulations relating to environmental protection.
 - ensure that its employees / subcontractors / employees of subcontractors entering the premises of the purchaser provide the employees of the purchaser or other persons authorised by the purchaser with the appropriate co-operation upon implementing the instructions according to article 5 paragraph 5.2 of these Conditions, and that they sign the written record prescribed in article 6 paragraph 6.2 of these Conditions.
- 6.2 In connection with the agreed obligations, the seller has the right to request entrance permits for its own vehicles within the registered seat of the purchaser.
- 6.3 If the seller and purchaser agree on the return of returnable packaging materials supplied together with goods beyond the framework of the regulations stipulated in paragraphs 4.13 and 4.14 of these Conditions, the seller shall pay costs in connection with the return of these packaging materials.
- 6.4 Upon request of the purchaser, the seller shall enable the purchaser to conduct its own customer audit according to ISO 9001.

7. Quality guarantee, liability for damages

- 7.1 The seller guarantees that the supplied goods have, and shall continue throughout the arranged guarantee period to have the quality and properties as stipulated by the contract of purchase, the relevant legal prescriptions and technical norms, and shall be fit for use for the purpose specified in the contract of purchase, otherwise for the usual purpose. The seller guarantees that the goods shall fully correspond to the conditions of the contract of purchase, in particular that they shall maintain the properties stated in the contract of purchase, or the usual properties, throughout the entire guarantee period. The seller further guarantees that the goods have no legal defects.
- 7.2 Upon request from the purchaser, the seller is obliged to present to the purchaser the relevant quality certificates compiled according to the valid EU norms and certification of country of origin. The purchaser is not obliged to check the properties of the delivered goods, even at random, upon receipt. This provision does not absolve the seller from guarantee liability for the contractual quality and properties of the delivered goods.
- 7.3 Defects to which guarantee liability of the seller relates also cover failure to deliver or incomplete delivery of the documentation stipulated in article 4 paragraph 4.5 of these Conditions.
- 7.4 The purchaser is authorised to refuse to accept goods which are not delivered in a regular or timely manner, i.e. goods manifesting defects. The purchaser may accept such a delivery in full, in part, or entirely refuse the delivery. All costs in connection therewith (repackaging, storage etc.) are borne by the seller.
- 7.5 The guarantee period constitutes 36 months from the day of delivery, though no more than 24 months from the launch of the goods in question into operation on the premises of the customer of the purchaser (which applies also in the case that the delivered goods are a component of a final product manufactured by the purchaser). The guarantee period commences on the day of delivery of goods to the place of fulfilment. The period during which the customer is unable to use goods due to defects thereof is not included in the guarantee period.
- 7.6 Defects of the delivered goods may be notified / claimed in writing at any time during the course of the guarantee period. The purchaser is obliged to enable the seller to inspect the goods. Written form of the claim is maintained also in the case that the defects are notified by fax, e-mail or other analogous, demonstrable method.
- 7.7 Within the guarantee period the purchaser has the right to apply the following claims ensuing from the guarantee liability of the seller:
- The purchaser has the right to demand rectification of notified defects by means of delivery of replacement goods for the defective goods, by delivery of missing goods or rectification of defects by means of repair of goods (if goods are repairable) within a period of 30 days from notification of the defect by the purchaser to the seller at the latest, and in the case of defects preventing the regular use of the

goods, within 48 hours at the latest. In the case that defective delivered goods have already been incorporated into the final product of the purchaser and this product has now been sold to a third party ("purchaser of final product"), the purchaser, in addition to the above-stated claims, also has the right to a commensurate discount on the purchase price.

- In the case that the seller fails to rectify the defects within the above-stated period, or in the case of irrevocable defects, the purchaser may demand a commensurate discount on the purchase price or withdraw from the contract of purchase.
- In the case that defective delivered goods have already been incorporated into the final product of the purchaser and this product has now been sold to the purchaser of the final product, the purchaser, in addition to the above-stated claims, also has the right to compensation for all purposefully expended costs which it has incurred in connection with the rectification of defects of the final product, claimed from the purchaser by the purchaser of the final product or end consumer of the final product.

The purchaser is entitled to select from the options above.

- 7.8 The seller is obliged to rectify notified defects by means of delivery of replacement or missing goods or repair of the notified defect within the above-stated period also in the case that it does not agree with the notification of the defect (claim). In the case that the claim is demonstrated to be illegitimate, the seller has the right to compensation of its purposefully expended costs on the rectification of the reported defect of the delivered goods. In the case that the claim of the delivered goods is demonstrated to be legitimate, the purchaser has the right to compensation of all purposefully expended costs in connection with the claim. Other rights of the purchaser, in particular the right to compensation for damages or rights to payment of the relevant contractual fines shall remain unaffected by this provision.
- 7.9 The new guarantee period for the newly delivered or repaired goods, the length of which is stipulated in article 7 paragraph 7.5 of these Conditions, commences from the moment of delivery of the replacement goods or the moment of repair of the defective goods.
- 7.10 The seller is obliged to make a statement on the legitimacy of the applied claim within a period of 15 calendar days from the date of notification of the relevant defect. If the seller fails to do so within this period, it is understood that the seller recognises the legitimacy of the claim.
- 7.11 The date of sending of the claim / notification of defect is the date of sending of the message containing identification of the defect and the choice of the relevant claim of the purchaser according to article 7 paragraph 7.6 of these Conditions.

8. Interest on delay, sanctions, liability for damages, set off, withholding of goods, pledging of receivables

- 8.1 In the case of delay upon payment of due invoices, the seller may charge the purchaser contractual interest on the delay of the amount of 0.05% of the unpaid amount for each day of the delay.
- 8.2 In the case of failure to adhere to the deadline for delivery of goods according to the contract of purchase, the seller shall pay the purchaser a contractual fine calculated from the price of the delayed delivery of the amount of 0.05% of the value of the undelivered goods for each commenced day of the delay. The contractual fine is payable within 15 (fifteen) days of the day of delivery of the written demand for payment thereof from the purchaser. The right of the contracting parties to compensation for damages, rights ensuing from guarantee liability or liability for defects of the work shall not be affected by the provision on contractual fines. Paid contractual fines are not included within compensation for damages.
- 8.3 In the case that the seller breaches any obligation ensuing to it from article 12 of these Conditions, the purchaser may demand payment of a contractual fine from the seller of the amount of CZK 100 000.00 for each such breach. Other rights of the purchaser, in particular the right to compensation for damages or rights to payment of other contractual fines shall remain unaffected by this provision.
- 8.4 In the case that the purchaser applies more than three legitimate claims (without regard to the nature of the notified defects) during the guarantee period, the purchaser shall obtain the right to payment of a contractual fine of the amount of 10% of the purchase price of the goods for each further case of occurrence of defects of goods to which guarantee liability of the seller relates according to article 7 of these Conditions. Other rights of the purchaser, in particular the right to compensation for damages or rights to payment of other contractual fines shall remain unaffected by this provision.
- 8.5 In the case of breach of obligation ensuing from any contract of purchase or these Conditions, the party which has breached its contractual obligation shall compensate the injured party for the actual damage and lost profit incurred.
- 8.6 In the case of breach of the obligations stipulated in article 3 paragraphs 3.4, 3.5 and 3.6 of these Conditions on the part of the seller, the purchaser may demand payment of a contractual fine from the seller of the amount of CZK 5 000.00 for each such breach. Other rights of the purchaser, in particular the right to compensation for damages or rights to payment of other contractual fines shall remain unaffected by this provision.
- 8.7 In the case that the seller breaches any obligation ensuing to them from article 3 Section 3.13 of these Conditions, the purchaser may demand payment of a contractual fine from the seller of the amount of CZK 100 000.00 for each such breach. Other rights of the purchaser, in particular the right to compensation for damages or rights to payment of other contractual fines shall remain unaffected by this provision.
- 8.8 The seller is not authorised to withhold goods due to the existence of any due receivables from the purchaser, or to offset any such receivables unilaterally against receivables of the purchaser from the seller. The seller is also not authorised to forward or pledge any of its receivables from the purchaser. In the case of breach of the obligations of the seller as stated in this paragraph, the purchaser is authorised to demand payment of a contractual fine from the seller of the amount of 30% of the receivable in question. The rights of the purchaser to compensation for damages or rights to payment of other contractual fines shall remain unaffected by this provision.

9. Right of ownership and risk of damage to items

The right of ownership and risk of damage to goods are transferred to the purchaser at the moment of demonstrable handover of goods by the seller and receipt thereof by the purchaser.

10. Force majeure

- 10.1 The contracting parties shall not bear liability for complete or partial failure to meet one of their obligations in the case that such failure is the consequence of such circumstances as flood, fire, earthquake or other natural disaster, as well as war or military action and other similar circumstances in the case that it cannot be reasonably assumed that the obliged party could overcome this obstacle or the consequences thereof, or that it could have foreseen the occurrence of the above-mentioned obstacle (case of force majeure) at the time of the establishment of its contractual obligation (i.e. at the time of conclusion of the relevant partial contract of purchase).
- 10.2 The party for which fulfilment of the obligation became impossible due to the case of force majeure must inform the other contracting party of this matter in writing without delay, no later than 7 calendar days following the occurrence of the above-mentioned circumstances, and in the same manner must inform the other contracting party in writing within 7 calendar days of the cessation of the case of force majeure.
- 10.3 If an obstacle as a consequence of force majeure persists for a period not exceeding 20 calendar days, the contracting parties are obliged to meet their obligations ensuing from the contract, in which the dates of fulfilment are postponed for the period during which force majeure persists. If an obstacle as a consequence of force majeure persists during the period of validity of the contract for longer than 20 calendar days, each of the contracting parties has the right to withdraw from the contract.
- 10.4 Circumstances which did not ensue until the time when the obliged party was already in delay with the fulfilment of its obligations or circumstances which occurred due to the economic relations of this party are not recognised as circumstances of force majeure.

11. Resolution of disputes and governing law

All disputes ensuing from the contracts of purchase concluded according to these Conditions and in connection therewith shall be resolved, if possible by an agreement of the contracting parties. In the case that it is not possible to resolve these disputes by amicable means, they shall be ruled upon by the materially and locally relevant courts of the Czech Republic / in the first instance by the Regional Court in Ostrava.

12. Secondary provisions

- 12.1 Source materials provided by the purchaser to the seller (documentation, preparations, tools, gauges etc.) remain the property of the purchaser and may be used only in connection with the fulfilment of contracts of purchaser on the part of the seller. These source materials must not be made available to any third parties, must be safely stored and secured and must be returned to the purchaser in an undamaged condition without special instigation as soon as they become superfluous for the fulfilment of the relevant contract(s) on the part of the seller.
- 12.2 The seller is obliged to maintain in secrecy all construction, technological and manufacturing source materials, documents, information, equipment and other matters (referred to in summary as "business secrecy"), which it has obtained from the purchaser in connection with the fulfilment or conclusion of contracts of purchase or has acquired by other means. The seller is obliged not to provide access to business secrecy of the purchaser to third parties without the explicit consent of the purchaser, and is obliged to ensure that this obligation is met also by its employees and business partners. This obligation to maintain confidentiality with regard to business secrecy applies also after the termination of validity of the contracts of purchase.
- 12.3 The seller is obliged not to misuse the business secrecy of the purchaser as communicated according to the preceding paragraph in any manner for any purposes other than the fulfilment of the contracts of purchase.

13. Concluding provisions

- 13.1 The individual contracts of purchase are governed by the law of the Czech Republic, with the exclusion of the conflict rules and the Vienna Convention on the International Sale of Goods, in the relevant sections in particular by the Civil Code and its provisions on contracts of purchase.
- 13.2 Neither of the contracting parties shall effect any declaration relating to the individual contracts of purchase, the matters outlined therein or matters in connection with the individual contracts of purchase or these Conditions without the prior written consent of the other contracting party, with the exception of declarations required by the legal prescriptions, the contract or by any competent body established by the law.
- 13.3 The contracts of purchase are compiled in two copies, of which each contracting party shall obtain one.

Bohumín on September 26, 2014

Ing. Jakub Weimann, General Manager, m.p.
BONATRANS GROUP a.s.