

## Terms and Conditions of Bossard CZ s.r.o.

### 1. Scope and nature of the services

- 1.1 The company Bossard CZ s.r.o., ID No.: 25557670 delivers goods and provides services to its customers exclusively on the basis of these Terms and Conditions, which it issues in accordance with § 1751 of the Civil Code (Act No. 89/2012 Coll.). Goods shall mean in particular the sale/manufacture of components and other products, and services shall mean engineering services, technical consulting, logistics and other services. Goods/services also include products and services that we supply as part of a complete or partial solution.
- Our Business Terms and Conditions ("T&C") can be read at any time on the website [www.bossard.cz](http://www.bossard.cz) in the section „O nás“ / „Dokumenty ke stažení“. The wording of the terms and conditions becomes part of every contract concluded with us.
- 1.3 We are only bound by any other terms and conditions if we expressly agree to them in writing in advance (tacit consent is not accepted).
- 1.4 The customer is thus only able to request a service from us beyond the delivery of the goods/services if this has been agreed with us in writing. Please note that the customer is responsible for the installation and use of the products.
- 1.5 If we issue an order confirmation or confirm another contract, these documents must contain a complete list of all goods/services to be delivered.
- 1.6 For the purposes of these T&C, the term "in writing"/"written" means any document (including a fax or .pdf document) signed by either party. "In writing"/"written" also refers to an email sent by one party to the other, provided that the person acting for the sending party is clearly identifiable and authorized to act on the matter, and Bossard assumes that the addressing person is authorized to act.
- 1.7 These T&C are valid from **1.12.2022**.

### 2. Prices and payment for goods and services

- 2.1 The prices for goods and services are always quoted in the relevant currency excluding VAT. This principle applies to all our price lists, order confirmations and other documents.
- Unless otherwise stated, prices of our goods are per 100 pieces. We expressly reserve the right to quote prices in other units of measure if necessary. The minimum invoice value is CZK 1,000,- excluding VAT, or (for invoices in EUR) EUR 40,- excluding VAT. For orders with a lower value, the difference to the minimum invoice value will be added and the customer will be charged the minimum invoice value. In the case of ordering a quantity that does not correspond to the existing packing in stock, a quantity surcharge of CZK 200,- excluding VAT or EUR 8,- excluding VAT per unpacking will be charged.
- 2.2 We reserve the right to adjust prices due to fluctuations in currency exchange rates and other changes in world markets (the price of a previous order does not guarantee the same price for the next order). Our price lists and offers are binding only for the time period specified in them.
- 2.3 Our goods are delivered under the terms of Incoterms 2020. Unless otherwise agreed with the customer, the customer pays a uniform transport fee of CZK 200,- excluding VAT, or EUR 8,- excluding VAT.
- 2.4 Invoices for goods/services are due within 15 days from the date of issue, net (without discount). In the event of delay in payment on the part of the customer/buyer, we are entitled to charge the customer interest on late payment, which corresponds annually to the repo rate set by the Czech National Bank for the last day of the calendar half-year preceding the calendar half-year in which the delay occurred, increased by eight percentage points. Invoiced amounts

must be paid in the currency specified in our price lists, order confirmations or other contractual documents. We can also send the invoice to the customer only electronically.

- 2.5 We may require the customer to pay a deposit before commencing our performance or preparation.
- 2.6 The customer shall not be entitled to unilaterally set off any of his claims against our claims or to assign claims without our prior written consent; the foregoing shall not apply if we are legally bankrupt or if we have acknowledged our debt or it has been legally admitted to the customer.

### 3. Brochures, catalogues (including e-shop), technical and other documentation

- 3.1 Any data and information given in the text instructions and graphs in our documents (among others brochures, catalogues, drawings, ordering documents, e-shop and technical documents) are non-binding.
- 3.2 We are not responsible for the correctness and completeness of the customer's order documents (especially drawings, material specifications, etc.) - the parties agree that these are not professionally checked by us, and they are not checked for completeness by us.
- 3.3 The customer is obliged to ensure that the documents supplied to us (drawings, material specifications, etc.) do not infringe any third party rights. If the customer fails to comply with this requirement, he is obliged to compensate us against any related third party claims.

### 4. Delivery times and dates, delivered quantity

- 4.1 We will make every effort to meet the offered and confirmed delivery dates and deadlines. These correspond to our available delivery capacities and material availability at the time of order confirmation, while delivery of the goods is also fully dependent (i.e. extends the delivery time) on the acceptance of orders by our subcontractors and the fulfilment of their delivery dates.
- 4.2 The delivery period starts on the date of our order confirmation - but not before all necessary official decisions have become legally binding, all necessary/agreed payments have been made and the contractual partners have clarified all important technical requirements.
- 4.3 We may reasonably extend or change the agreed delivery times without Bossard being obliged to pay compensation, etc., in particular in the following cases:
  - if the information necessary for the fulfillment of the contract is not delivered to us in time or if this information is subsequently changed;
  - if the customer or a third party (in particular our subcontractors) is in default of deliveries or services or is otherwise in default of contractual obligations;
  - we reasonably believe that the proper payment of the goods ordered by the customer is at risk;
  - if we, the customer or a third party (in particular our subcontractors) experience obstacles or unforeseeable events that cannot be prevented (e.g. the consequences of force majeure, war, international tensions, riots, shortages of raw materials, operational failures, epidemics, pandemics - including the SARS-CoV-2 pandemic, strikes, regulations restricting business or infrastructure, etc.).

We are not obliged to deliver the goods ordered and we are not in default if our customer is in default of payment of any of its obligations to us.

- 4.4 In the event of failure to meet the delivery date and after exceeding the adequate additional time limit (set for this case), the customer is entitled to withdraw from the contract in whole or in part if it has not yet been fully fulfilled. Insofar as this is not excluded by the relevant binding

legal regulations, we expressly exclude our liability for damages caused by interruption of operations and for damages caused by non-delivery of goods on time or delivery of less than the ordered quantity.

- 4.5 A tolerance of +/- 4% is allowed for deliveries of more than 100 units. For deliveries of special parts according to customer specifications, the delivered quantity may differ from the ordered quantity by +/- 15%.

## 5. Traceability

We ensure traceability of goods by means of appropriate information on the packaging label. Once the goods have been delivered to the customer, the customer is responsible for ensuring our traceability as a supplier.

## 6. Retention of title, ownership and logistics

- 6.1 The buyer becomes the owner of the goods only upon full payment of the price of the goods (+ any accessories).
- 6.2 In the event that we provide logistics solutions or logistics services and we deliver supply boxes, racks and other items for this purpose, such items shall remain our ownership unless otherwise agreed in writing.
- 6.3 Partial delivery/partial/gradual fulfillment from Bossard is also allowed. The unloading of the goods shall be carried out by the customer with the cooperation of the carrier, if necessary.

## 7. Inspection, acceptance obligations and notification of defects

- 7.1 It is necessary for the customer to immediately approve and check our goods or services, i.e. to make sure, among other things, that they meet the technical/contractual specifications and legal requirements. The same applies when completing one of our total or partial solutions and partial performances.
- 7.2 Any defects with regards to our goods and services must be complained about immediately in writing, but no later than 8 days after receipt of the goods or completion of the installation work. This rule also applies in the case of total or partial solutions and completion of work under other services and partial performances.
- 7.3 A defect shall be deemed to have been validly notified if the report (including a specific specification of the defect and its manifestations and adequate photographic documentation) is sent before the expiry of the time limit specified in Article 7.2 and there is irrefutable evidence that the report was both sent in writing and delivered, for example by registered mail. Once we have received such notice, we reserve the right to have the defect or damage verified by our own employees or experts selected by us (reasonable time for special tests or the use of third party experts shall not count towards the time for resolving the claim). The customer may request a free report on the resolution of the complaint within 30 days of the conclusion of the complaint procedure; reports etc. after this period are subject to a fee.
- 7.4 In contrast to the above arrangements, if the customer makes use of a logistics system where Bossard takes care of the replenishment of the goods directly to the warehouse or production in addition to the transport, then the customer is not obliged to check the goods on receipt; this does not affect the customer's obligation to confirm the delivery of the goods so delivered.
- 7.5 Bossard shall determine the settlement of the Customer's legitimate defect claim (including warranty claims), either by supplying replacement faultless goods, supplying the missing goods or providing a discount on the price of the goods/service.

## 8. Guarantee for the goods

8.1 We exclusively guarantee the properties of the goods according to the relevant product binding standards DIN, ISO, EN. This warranty also applies to the respective technical delivery conditions and mutual written agreements for special parts.

Visual appearance, dimensions, shape and position tolerances are assessed in accordance with the relevant product standards common in the industry without explicit written information from the customer. For system and functional solutions, we are solely responsible for the characteristics of the goods in accordance with the relevant functional requirements (e.g. declaration of performance, instructions for use, etc.).

Kits and assemblies are tested/assessed by us for completeness according to ISO2859. Further testing of kits, assemblies and functional elements will be carried out on the basis of ISO2859 provided that there is a specific agreement on testing.

Unless otherwise agreed in writing, random testing on standard products and special parts specified by the customer is governed by ISO 3269 (Fasteners - Acceptance Inspection).

8.2 Fasteners with a hardness of 360 HV and higher, especially electroplated bolts of Class 12.9, are at serious risk of failure due to hydrogen embrittlement. This risk is described in ISO 4042. If the customer chooses to select and purchase parts whose characteristics and manufacturing processes lead to an increased likelihood of hydrogen embrittlement, then this risk shall be borne entirely by the customer and the customer, by ordering such goods, waives in advance its right of defective performance based on hydrogen embrittlement. The parties shall therefore be deemed to have agreed in advance to the customer's waiver of its right to defective performance based on hydrogen embrittlement when negotiating the purchase of such goods. Our company shall therefore not be liable for any damages caused by hydrogen embrittlement, nor shall it be liable to the customer in connection with the quality of the goods. This liability applies, among others, in particular to indemnities and express or implied warranties, including warranties of suitability for a particular market or suitability for a particular purpose.

To the extent that third parties (regardless of legal grounds) assert claims against us arising directly or indirectly from the hydrogen embrittlement of fasteners purchased by the customer, the customer shall directly settle such claim at its own expense or fully indemnify and hold us harmless from and against all losses, liabilities, damages, costs (including court costs and attorneys' fees) and all expenses related thereto upon our first written demand.

8.3 We do not provide warranties for the characteristics of goods that do not comply with the above mentioned norms and standards, unless otherwise expressly agreed in writing. It is not deemed to be agreed in writing if it is contained in foreign terms and conditions. These standards also include information contained in our documentation, in particular brochures, catalogues, e-shop, confirmed written orders and technical and other documents. Any change in our subcontractor, as long as such subcontractor meets the same product standards and supplies goods in accordance with the same specifications, shall not be deemed to be a change in the contracted goods or services.

8.4 We do not provide warranties as to the suitability of the goods in relation to their use, function or location. This rule applies especially to the construction aspects of the subject of the application. If we comment on questions of design and installation, our opinions are based solely on the data provided by the customer. Our recommendations/opinions are based on theoretical considerations or test results obtained under laboratory conditions. It is necessary that the customer verifies them in real conditions beforehand.

8.5 In the event that we adapt the goods to specific needs as requested by the customer, we do not provide a warranty for such adapted products as far as the subsequently adapted elements/functions of the goods referred to in paragraph 8.1 above are affected.

If the customer wishes to make specific modifications to the goods (e.g. mechanical reworking or any surface modifications to the goods), the properties of the original product (e.g. mechanical properties, in particular corrosion protection) may change. We therefore exclude any liability on our part with regard to the characteristics of the goods referred to in paragraphs

8.1 and 8.2 which have been altered as a result of modifications, even if the relevant standards are still marked on the goods.

- 8.6 In addition to the exclusion of liability on the part of the suppliers, and in view of laws of physics and other objective factors, we cannot guarantee that certain friction values will be achieved by the customer, even if the values have been communicated in writing or agreed with the customer. The customer acknowledges that friction values are also dependent on the substrate, geometry, frictional counterparts or type of coating process. By ordering such goods in advance, the customer waives its rights from defective performance based on the reaching of certain friction values.
- 8.7 The warranty claim shall be invalidated if the customer does not comply with the conditions of use according to the relevant standards and/or conditions or recommendations for use which we have stated or approved in writing, or if he subsequently modifies the goods without our express consent.
- 8.8 The warranty also does not cover defects in the goods caused by normal wear and tear, improper handling or use, poor/inadequate maintenance, improper storage, overloading or interference by third parties.
- 8.9 In the case of engineering services, technical consulting, logistics or other services, we only provide a guarantee for the features as set out in Articles 8.1 to 8.8 above. This rule also applies to services provided as part of a complete or partial solution.
- 8.10 Our warranty consists of the replacement of the defective pieces delivered with faultless ones. This is the only possible measure that the customer can request from us in the case of delivery of defective pieces, but this does not affect our right to resolve the warranty defect by granting a price discount.
- 8.11 Subject to the terms of Article 10 below, we disclaim any further liability in relation to defects in the goods delivered.

## 9. Guarantee of the quality of our services

- 9.1 We strive to be diligent in providing our services. In the absence of any other written contract, we make no warranty as to the accuracy of the results delivered and their interpretation. If we provide additional services based on incorrect or incomplete information provided by the customer, we shall not accept any warranty or liability.
- 9.2 If we deliver a logistics or digital solution as part of our services, we guarantee that it will match the order confirmed by us. However, we cannot guarantee that our logistics or digital solution (by its very technical nature) will be operational non-stop without any interruptions or errors. If the software is interrupted or disrupted for reasons attributable to us within the warranty period, we will - with the customer's proper cooperation - use our best efforts to restore proper functionality. No warranty is provided if the operating conditions, instructions for use are not followed or if modifications will be made. We are also not responsible or liable for any maintenance, repair or other work performed by anyone other than Bossard, or for the use of systems or updates that we have not authorized or over which we have no control. The above applies by analogy if we provide the software as part of our logistics or installation solutions.
- 9.3 If any warranty of durability is expressly stated regarding the watertightness or other characteristics or specific lifetime of components or other products, then this warranty period begins at the time of delivery. Our obligations under the warranty shall cease if damage occurs as a result of improper installation or misuse of components and other products. Furthermore, we do not provide any warranty in the event of damage resulting from exceptional claims, e.g. damage resulting from bad weather or soil instability, in particular chemical and biological influences. This limitation of liability shall not apply only if the damage has been conclusively and substantially caused by our defective materials or components. For installation and use, the technical product description and installation instructions supplied with the respective

components and other products, as well as the generally accepted application standards and principles prescribed by law, apply.

- 9.4 Our warranty consists of the repair of defective performance. This measure is the only possible measure that the customer can request from us in the event of a defective delivery, but this does not affect our right to resolve the warranty defect by granting a price discount.
- 9.5 With regard to other services (in particular with regard to (i) technical opinions/technical reports, (ii) test reports, as well as (iii) test reports/investigation reports where the investigation has been carried out in a laboratory), the customer is obliged to sufficiently test and verify the results, recommendations and application instructions received for the practical use of the goods prior to their use and to declare them suitable for the use of the goods in question respectively approve them for such use.
- 9.6 Regardless of Article 10, we hereby exclude any further liability for defects in additional services.

## 10. Liability for damages

- 10.1 We shall be liable under statutory liability for injury to persons and damage to property caused by a defect in the goods or services supplied by us, but only for losses that are the direct result of a defect in the goods.
- 10.2 Our liability for damages, losses and compensation in connection with other services provided (including, but not limited to, the provision of development and engineering services or logistics solutions that go beyond the application of accepted technology rules) is limited to the following:
  - (a) for individual orders, up to a maximum of the value of the order; and
  - (b) for standing/framework orders, up to a maximum of the amount invoiced by us for the last 12 months of the year and per claim.

If, in addition to the aforementioned, the customer suffers a loss, whether as a result of a breach of the duty of care or as a result of a defective further service or for any other reason for which we are liable, the customer is only entitled to compensation if such breach or defect is caused by our willful misconduct or gross negligence.

- 10.3 Exclusion of liability: The problem resolution reports produced by us as part of our other services are temporary, purely technical statements based on our current state of information and knowledge, subject to further verification by the customer and their full information as to the causes of the problem and remedial action. No statements of contractual or legal liability or claims for damages are made by us in the foregoing reports, etc., nor do the reports, etc. contain or create, directly or indirectly, any admission of fault, liability, responsibility or any other claim against Bossard.
- 10.4 To the fullest extent permitted by applicable law, we expressly disclaim any further contractual or non-contractual liability, in particular for direct or indirect consequential damages, in connection with all goods and services supplied by us. This also applies in particular to the costs of necessary assembly and dismantling and interruption of service. This exclusion of liability also applies to contractual or non-contractual liability for damages caused by the acts or omissions of our representatives, employees and assistants, and this rule also applies to the personal contractual and non-contractual liability of these representatives, employees and assistants.

## 11. Quality assurance, quality and testing laboratories

- 11.1 We have a certified quality assurance system in accordance with standard ISO 9001. In addition, we also use laboratories accredited according to standard ISO/IEC 17025 for quality

assurance. We only provide services within the scope of accreditation if we have agreed on them in writing at the time of placing an order or concluding a contract.

## 12. Order cancellation, order withdrawal

- 12.1 Cancellation of an order is only possible with our written consent, and the customer is obliged to pay the costs of materials, wages and other expenses associated with the order/contract.
- 12.2 Claims about the quality or dimensions of the delivered goods or their quantity shall neither entitle the customer to cancel the order respectively nor to refuse the remaining undelivered quantity from the order.
- 12.3 We are entitled to withdraw from accepted commitments if it becomes apparent that the customer is misrepresenting his ability to meet his financial obligations or if the customer is in default of his financial obligation to our company or another Bossard Group company or it is apparent or threatened that he is/will be unable to meet his financial obligations (e.g. pending insolvency or enforcement proceedings).

## 13. Obligation to provide information and safety

- 13.1 The Customer shall notify us of any specific technical requirements, legal, regulatory or other requirements or circumstances that are relevant in connection with our delivery of goods or services. We emphasize that such information must be provided to us without delay and without having to ask for it ourselves. The obligation to inform applies in particular if the products or services supplied by us are to be used for any risky or unusual purpose. Such regulations, standards or circumstances must be notified to us in writing prior to placing an order, entering into a contract or on the day of placing the order or entering into a contract, unless they arise during the process of delivering the goods or providing the service. In this case, the customer must inform us immediately.
- 13.2 Regardless of this obligation to provide information, the customer remains responsible for the safety of the product (and its continued use) and other safety precautions.
- 13.3 The liability for ensuring that the goods/services supplied by us comply with general and local safety regulations and for issuing appropriate instructions to the customer's employees rests entirely with the customer.

## 14. Use of results

The results of our services are intended for the exclusive use of our customer and for the customer's information and may not be disclosed to third parties or otherwise used without our prior written consent. This rule applies in particular to analyses, survey results, calculations, etc.

## 15. Export controls and sanctions

The customer agrees to comply with applicable national, European, American or international sanctions and export control regulations when continuing to use our goods and other services provided by us. This includes, but is not limited to, prohibiting the sale or export of goods to sanctioned countries, sanctioned end-users or for prohibited end-uses such as weapons development without the necessary approval under applicable legislation.

## 16. Intellectual property rights

- 16.1 Copyright and other intellectual property and proprietary rights in association with the products and services supplied remain our exclusive property. These rights apply, among other things, to

drawings, plans, technical and other documents, software programs and other solutions developed by us.

- 16.2 Non-transferable and non-exclusive usage rights expressly granted to the customer in writing remain reserved.
- 16.3 We are entitled to use and further develop any generally applicable knowledge and professional expertise when working for other customers, as well as experience and skills acquired in the course of delivering products and services.

## **17. Maintenance of confidentiality**

Each of our contractual partners is obliged to maintain the confidentiality of the other party's business data, documents and information to which it has access and which are not generally available or publicly known. Such information or data may not be passed on to third parties, directly or indirectly, or otherwise used by them. Such data, documents and information may only be used for the purposes of the performance of this contract. For this reason, the contractual partners are obliged to take all necessary steps to prevent the transfer of such data to third parties and their use by such parties. Employees of the contractual partners - unless they are already bound by an oath of confidentiality under the terms of their employment contract - are obliged to undertake to keep data, documents and information confidential. The confidentiality undertaking will continue to apply after the end of our contractual relationship.

## **18. Privacy Policy**

Each contractual party to Bossard agrees to comply with applicable data protection regulations. For more information, please see our Privacy Policy at [www.bossard.com](http://www.bossard.com).

## **19. Applicable law, jurisdiction**

In all commercial relations, the law of the Czech Republic is applicable, whereas Section 558(2) of Act No. 89/2012 Coll., the Civil Code (i.e. that in legal relations between us and the entrepreneur, the commercial customs generally or in the industry in question shall not be taken into account) and Section 1740(3) of CC shall not apply. Conflict of laws provisions of private international law as well as the UN Convention on Contracts for the International Sale of Goods are excluded. The exclusive jurisdiction for all disputes arising between the parties is Brno, Czech Republic.

## **20. Separability**

In the event that any individual terms of these T&C are or become invalid or ineffective in whole or in part, the validity of the remaining terms or parts shall not be affected. The invalid or ineffective term will be replaced by a term whose meaning and effect will produce the legal effect intended by the invalid or ineffective term. The same shall apply if these T&C are found to be incomplete.