

GENERAL PURCHASE CONDITIONS

of NAFIGATE Park s.r.o., with registered office at Andělohorská 419, CZ 463 31 Chrastava

ID number: 08555001, VAT number: CZ08555001

Basic provision

These general terms and conditions of purchase are an integral part of every concluded contract where, on the one hand, NAFIGATE Park s.r.o. acts as a buyer or customer (hereinafter referred to as "buyer") and on the other hand a natural or legal person, especially in the role of supplier, seller, or contractor (hereinafter referred to as "seller").

The individual provisions of these general purchase conditions of NAFIGATE Park s.r.o. apply unless otherwise stipulated in a specific written contract between the buyer and the seller.

All contracts, orders and their possible changes are in written form and their validity is subject to the written consent of the other party. Expressions of will made by remote data transmission, especially by fax or e-mail, are also considered to be in written form, if they allow the content of the act and the person who performed it to be determined.

The contractual relationship between the buyer and the seller occurs at the time of concluding the purchase contract, or confirming the order.

Terms of delivery

Unless otherwise agreed in writing, the goods will be delivered by the seller to the buyer at the time of acceptance of the goods by the buyer or a person authorized by him at the buyer's headquarters.

All deliveries of goods must include a certificate of origin, as well as any other markings, certificates and documents relating to the goods required by law.

Each delivery of goods must be accompanied by a delivery note, which must be handed over to the buyer at the latest when the goods are taken over by the buyer. The buyer is entitled not to accept the delivery if it is not equipped with a delivery note.

The seller is obliged to pack and mark the goods in the agreed manner. The buyer is entitled not to accept the delivery in the event of obvious damage to the delivery, or non-compliance with the agreed packaging or labeling.

The risk of damage to the goods passes to the buyer at the time of delivery of the goods to the buyer. The buyer acquires the ownership right to the goods at the time of their acceptance.

Delivery dates

The seller is obliged to deliver the goods within the term specified in the contract. In case of non-delivery of the goods on the required date, the buyer has the right to charge the seller a contractual penalty of 0.1% of the price of the undelivered goods for each day of delay.

Payment of the contractual penalty does not affect the buyer's right to compensation for damages that may arise as a result of non-delivery of the goods on the required date.

Price and payment terms

The purchase price of the goods according to the contract is the contractual price according to Act No. 526/1990 Coll., on prices as amended.

The price of the goods stated in the purchase contract or order is always fixed. Unless otherwise specified in the contract, the prices in the contract include packaging, shipping costs and insurance.

The seller will charge the price for the delivery of the goods to the buyer in the form of an invoice, unless otherwise agreed in advance. The invoice must contain: - the name of the invoice and its number, the name and registered office of the buyer and the seller, their ID number and VAT number - order number, contract - subject of performance and date of delivery of the goods, including the delivery note number - indication of the seller's bank connection - indication of the price of the goods - the invoiced amount.

The due date of the invoice for the delivery of goods is 60 days from the date of issue of the invoice, unless otherwise agreed.

The buyer is entitled to return the invoice by the due date if it contains: - incorrect price data - incorrect details - if any of the required details are missing from the invoice.

Liability for defects and warranty conditions

The seller is obliged to deliver the goods in the design, quantity and quality specified by the buyer and must pack or prepare them for transport in the manner specified in the contract.

In case of violation of these obligations by the seller, the delivery can be considered defective and the buyer is entitled to make claims for defects. As a rule, the following is issued for a defective delivery:

- a) **Notice** containing a full description of the defect and identification of the delivery in which the defect was found and containing a request for quality improvement. As a rule, notices are not burdened with costs.
- b) **A complaint** containing a full description of the defect and identification of the delivery in which the defect was found and containing a request for quality improvement, a description of the cause of the defect and a request for a description of corrective measures to prevent the reoccurrence of the defect. The complaint usually includes costs related to the defective delivery of the product.

Based on a written complaint made by the buyer, the seller is obliged to remove defects in the delivery immediately and free of charge within the warranty period. If the defects are substantial, the buyer can request replacement of the defective goods in the form of a replacement delivery. All incurred costs are covered by the seller.

In the event of repeated defects or the seller's inability to remove defects within the deadline, the buyer is entitled to withdraw from the contract and demand compensation for damages.

In urgent cases or if the seller falls into a delay with the repair (if this repair is realistically possible), the buyer is entitled to carry out the repair himself at the seller's expense or have this repair carried out by a third party. The seller's warranty obligation remains unaffected by this.

The seller accepts a guarantee for the quality of the goods within the warranty period, which is 36 months, unless otherwise stipulated in writing in individual cases. The provision of a quality guarantee does not affect the statutory liability period and does not exclude the possibility of making claims for defects within the period and under the conditions set by law if the quality guarantee is shorter than

the statutory liability period. The warranty period and the statutory liability period run separately and independently of each other. All incurred costs are covered by the seller.

Withdrawal from the contract

In the event of a material breach of the contract, the buyer is entitled to withdraw from the contract. A material breach of contract is considered to be:

- non-compliance with the agreement on the guarantee for the quality of the goods
- the seller's delay in delivering the goods on the agreed date.

Choice of law and dispute resolution

All legal relations between the buyer and the seller arising from business contracts concluded between them are governed by the legal order of the Czech Republic.

In the event that the contract between the buyer and the seller is concluded in multiple language versions, the Czech version of the contract is the decisive version for resolving any conflicts between the individual versions.

The buyer and the seller agree that any disputes will be resolved preferentially by mutual agreement.

The locally competent court for the resolution of all disputes between the seller and the buyer is the court with jurisdiction according to the buyer's registered office.

Other provisions

For the purposes of delivery between the buyer and the seller, the addresses specified in the contracts concluded between them or the addresses communicated in writing to the other contracting party apply. If the contractual party fails to deliver the correspondence to the known address of the other contractual party, the day of return of the undelivered shipment to the sender is considered the day of delivery, even if the addressee did not know about this.

Should there be a conflict between the provisions set forth in the purchase contract and these general purchase conditions, the provisions set forth in the purchase contract shall apply.

Processing and protection of personal data

The buyer, as the administrator of personal data, declares that he protects the personal data of the seller, which he obtains in connection with his activities, and guarantees their full protection within the framework of these terms and conditions and applicable legal regulations.

The Seller acknowledges that according to the Act on the Protection of Personal Data he has the right to:

- request from the Buyer information about what kind of personal data he processes,
- request from the Buyer access to this data and have it updated or corrected,
- demand from the Buyer the deletion of this personal data of data - this deletion will be carried out if it does not conflict with the legitimate interests of the Buyer,
- in case of doubt about compliance with the obligations related to the processing of personal data, contact the Buyer or the Office for Personal Data Protection.

These general purchase conditions are effective from 01.12.2022.