

TERMS AND CONDITIONS

1. OPENING PROVISIONS

- 1.1 In accordance with Section 1751(1) of Act No. 89/2012 Coll., Civil Code, as amended (the “**Civil Code**”), these Terms and Conditions (the “**Terms and Conditions**”) regulate the rights and obligations between Central Fluidsystems s.r.o., company ID: 08637199, with its registered office at Chebská 545/13, Křimice, 322 00 Plzeň, entered in the Commercial Register kept on file by the Regional Court in Plzeň, Section C, Insert 38478 (the “**Seller**”) and buyers – entrepreneurs only – (the “**Buyer(s)**”), arising in connection with entering into the purchase agreement (the “**Purchase Agreement**”), under which the Seller is obliged to deliver the Goods (as defined in Article 2.3) to the Buyer and the Buyer is obliged to take over the Goods and pay the Purchase Price to the Seller.
- 1.2 The provisions of the Terms and Conditions determine part of the content of the Purchase Agreement made between the Seller and the Buyer and are integral part of the Purchase Agreement. The provisions derogating from the Terms and Conditions may be agreed in the Purchase Agreement. Where otherwise stipulated in the Purchase Agreement, such provisions will take precedence over the provisions of the Terms and Conditions.
- 1.3 By acceding to these Terms and Conditions, the Buyer represents that he is in the position of an entrepreneur, i.e. he pursues gainful activities under a licensed trade or in a similar manner, independently, on his own account and responsibility, in order to pursue such activities continuously and for profit. The Seller does not wish to make Purchase Agreements with consumers.
- 1.4 The Buyer acknowledges and undertakes to keep the Terms and Conditions, when placing orders for the Goods, in order to be able to display repeatedly the Terms and Conditions at later times.
- 1.5 The Parties agree that these Terms and Conditions take precedence over the Buyer's terms and conditions or any other terms and conditions. The Parties also exclude the application of the Buyer's terms and conditions and any terms and conditions to the contractual relations between the Parties. For the avoidance of doubt, the Parties represent that no Purchase Agreement is formed unless the Parties agree that these Terms and Conditions take preference.

2. DEFINITIONS

- 2.1 **Buyer:** a natural person – entrepreneur or a legal entity that wishes to enter into the Purchase Agreement with the Seller or has placed an order (the “**Order**”) on the basis of

technical specifications, catalogue sheets on the website <https://www.swagelok.com/en> or other materials of the Seller.

- 2.2 **Parties:** the parties to the Purchase Agreement, i.e. the Seller and the Buyer.
- 2.3 **Goods:** standard and special products listed in technical specifications, a catalogue sheet or other material of Swagelok as at the date of the Purchase Agreement and to be bought under the Purchase Agreement, offered through the Seller being Swagelok's exclusive distributor for the Czech Republic, Poland and Slovakia, especially Swagelok fluid components and technical solutions for fluid systems for research, energy, oil, gas, petrochemical, pharmaceutical, semiconductor or alternative fuel industry or any other industry not listed herein.

3. PLACING ORDERS AND MAKING PURCHASE AGREEMENTS; PURCHASE PRICE AND TERMS OF PAYMENT

ORDER; MAKING THE PURCHASE AGREEMENT:

- 3.1 Deliveries of the Goods between the Seller and the Buyer are effected through Purchase Agreements, which are made as a result of the Buyer's Orders in accordance with the procedure pursuant to this Article 3 of the Terms and Conditions. The Order is considered binding if made in writing, signed by an authorized person of the Buyer and sent to the contact details specified in Article 11.8 of the Terms and Conditions. Orders may be placed by:
- (a) delivery by hand;
 - (b) email;
 - (c) fax;
 - (d) telephone; any Order placed over the phone must be subsequently confirmed by the Buyer in writing in any of the ways under (a)–(c) above.
- 3.2 Orders must contain at least the following information:
- (a) the identification of the Seller and of the Buyer;
 - (b) the number of the Seller's Offer (the "Offer") if the Offer, which does not constitute an offer to make the Purchase Agreement, is sent to the Buyer by the Seller before the Order is placed;
 - (c) the specification of the Goods (item number for the Seller's product);
 - (d) the quantity of the Goods;
 - (e) terms of payment (particularly due date, discount, advance, instalments etc.);
 - (f) terms of delivery (including expected non-binding date of delivery, method of transport and delivery of the Goods, and place of performance).

Items (c)–(f) above need not be included in the Order if already included in the Seller's Offer under (b) above.

- 3.3 An order represents a proposal to conclude the Purchase Agreement. The Seller must confirm the Order in writing by sending an Order Confirmation to the Buyer by the fifth (5th) business day of receiving the Order. The Parties agree that a period longer than five (5) business days of the receipt of the Order is permitted for special Goods. If special Goods are ordered and the Seller wishes to have a longer time to confirm the Order, the Seller must notify this to the Buyer by the fifth (5th) business day of receiving the Order. The Purchase Agreement is made between the Parties once the Order Confirmation reaches the Buyer. For the avoidance of doubt, an automatically generated response sent from the Seller's email account or IT system is not considered to be an express Order Confirmation by the Seller. The Seller reserves the right to refuse the Buyer's Order or part thereof. Unless the Seller confirms the Order with the Buyer within the time-limit specified in this article, no Purchase Agreement is made.
- 3.4 The Seller reserves the right to refuse the Order, especially if:
- (a) the Order does not include all the information as required under 3.2 of these Terms and Conditions;
 - (b) the Order is placed by a Buyer that has breached his obligations resulting from the Purchase Agreement and the Terms and Conditions (or any previous version thereof);
 - (c) the execution of the Order would be in conflict with the Seller's business policy;
 - (d) the execution of the Order would be in conflict with the principles of fair business practice, good morals or public order.
- 3.5 The Seller may always ask the Buyer to confirm his Order or verify his identity, such as by fax, phone or in writing. Unless the Order is confirmed or the Buyer's identity verified when requested by the Seller, the Order is considered to be invalid. If a defect is identified in the Order, in particular any data about the Buyer's persons authorised to order the Goods are missing or incorrect, the Seller may disregard the Order.
- 3.6 If the Order does not meet the material requirements under 3.2 of the Terms and Conditions, the Seller may return it to the Buyer and grant the Buyer an adequate time limit to add the missing data. If this time limit lapses to no effect, the Order is regarded as if never received.
- 3.7 A binding Order or part thereof may be cancelled by the Buyer in writing upon a prior agreement with the Seller. The Buyer may request cancellation of the Order within 24 hours of the making of the Purchase Agreement. Decide the cancellation of the Order is the sole discretion of the Seller, especially with regard to the Order's status and the circumstances of the case. This is without prejudice to any different arrangements between the Parties.
- 3.8 The Buyer agrees to use remote communication means when concluding the Purchase Agreement.
- 3.9 In respect of the making of the Purchase Agreement and any amendment thereto the Parties exclude the application of Sections 1740(3) and 1751(2) of the Civil Code, which state that an agreement shall be deemed concluded even if there is no complete understanding between the Parties.

- 3.10 The Purchase Agreement is the Seller's promise to deliver to the Buyer the goods specified in the Order Confirmation and the Buyer's promise to accept these Goods from the Seller and pay the Seller the purchase price for the Goods as specified in the Order Confirmation.

PURCHASE PRICE AND TERMS OF PAYMENT:

- 3.11 Any presentation of the Goods on the Seller's website is of an informative nature without constituting any Offer of the Seller or any offer of the Seller to make contract; section 1732(2) of the Civil Code will not be applied. The Seller is not obliged to enter into Purchase Agreement with respect to the Goods thus presented.
- 3.12 The website contains a list of Goods and information about them. Prices for the Goods are given as unit prices (pcs, m, feet) without VAT and are dependent on the manufacturer's prices and the exchange rate; USD is the source currency. Prices for the Goods remain valid for a period of thirty (30) business days of the Seller making his Offer. The prices do not include the cost of packing, transport and delivery of the Goods to the Buyer. The information about the prices for goods is available on request from the Seller or on the Seller's website (for registered Buyers).
- 3.13 The Buyer acknowledges that Orders up to PLN 1,300 are subject to a handling fee. The handling fee is PLN 50 plus VAT unless otherwise agreed.
- 3.14 The price for the Goods plus the cost of packing and delivering the Goods as per the Purchase Agreement must be paid by the Buyer by the fourteenth (14th) day of the date of the Seller's invoice unless a different maturity is agreed by the Parties in the Purchase Agreement. The Seller issues his invoice for the Buyer after the Goods are delivered (this does not apply if an advance payment invoice is issued under this Article 3.14). If an Order is the first Order placed by a new Buyer, the Buyer must make an advance payment at one hundred percent (100%) of the total purchase price for the Goods upon the advance payment invoice attached by the Seller to the Order Confirmation, unless otherwise agreed between the Parties. In such a case, the Purchase Agreement is not formed until the Buyer makes the advance payment in due manner and time.
- 3.15 Invoices may be sent in written form by post or email (in the PDF format) to the Buyer's contact person in accordance with the Purchase Agreement. The Buyer agrees that the Invoice may be issued as electronic file. Should the payment due date fall on other than a business day, the payment due date shall be shifted to the next business day. The Buyer's debt is discharged by crediting the amount to Seller's bank account from the Buyer's bank account. The debt is considered outstanding until the bank credits the payment to the Seller's account. The Buyer bears all and any exchange rate difference in purchase price refunds (as a result of the Goods having been legitimately returned) and international payments. Any payment made from a foreign country must be remitted with the SHA charges option.

- 3.16 Should the Buyer be in default with the payment of the Purchase Price, the Buyer shall pay the Seller a default interest of 0.05% on the total outstanding amount for each day of delay. This shall be without prejudice to the right of the Seller to claim damages in full. The Seller also has the right to be reimbursed for any related cost in connection with enforcing his claim against the Buyer.
- 3.17 Together with the purchase price, the Buyer is also obliged to pay the costs related to packing and delivering the Goods in the agreed amount.

4. TRANSPORT AND DELIVERY OF GOODS

- 4.1 If the Goods transportation method is agreed on the basis of a special request of the Buyer, the Buyer shall bear the risk and any additional costs associated with this transportation method.
- 4.2 The place where the Goods are to be received is the place agreed between the Parties in the Purchase Agreement. If the Seller is obliged to deliver the Goods under the Purchase Contract to the place specified by the Buyer in the Purchase Agreement, the Buyer shall be obliged to accept the goods on delivery. In details the transport and delivery of the Goods may be governed by the relevant INCOTERMS® 2020 clauses if reference is made to these in the Purchase Agreement. If this is the case, the INCOTERMS® 2020 clauses take precedence over this Article's provision (if any of the two are at variance).
- 4.3 In the event that due to the reasons on the Buyer's part it is necessary to deliver the Goods repeatedly or in any way other than that specified in the Purchase Agreement, the Buyer shall pay the costs associated with the repeated delivery of the Goods or the costs associated with a different method of delivery, as applicable.
- 4.4 The time limit for delivery is governed by the terms and conditions agreed in the Purchase Agreement. The Seller reserves the right to change the time limit for delivery in the case of unexpected changes at the manufacturer of the Goods ordered. In such a case the Seller must immediately notify the Buyer. The Parties agree that such a change in time limit for delivery is not considered a breach of the Seller's obligations out of the Purchase Agreement.
- 4.5 Upon the receipt of the goods from the carrier, the Buyer shall check the integrity of the packaging of the Goods and immediately notify the carrier and the Seller if that integrity is compromised. Should the packaging show any damage indicative of unauthorised tampering with the consignment, the Buyer may refuse to accept the delivery from the carrier.
- 4.6 The delivery of goods under these Terms and Conditions means the moment the Buyer accepts the Goods in accordance with the Purchase Agreement. The Buyer's refusal to accept the Goods without good reason is not considered as the Seller's breach of his obligation to deliver the Goods or the Buyer's withdrawal from the Purchase Agreement. The Buyer must accept the Goods and confirm the delivery of the same by the Buyer's

accepting person signing the delivery note. The signature on the delivery note may be substituted with the signature on the relevant document of the carrier which is delivering the Goods to the Buyer. Signing the delivery note, the Buyer confirms the Goods satisfy all the requirements and acknowledges that damaged packaging thus ceases to be a legitimate reason for returning the Goods and claiming refund.

- 4.7 The Buyer acquires ownership of the Goods upon paying in full the purchase price of the Goods including any shipping costs but no earlier than upon accepting the Goods. The liability for accidental destruction, damage or loss of the Goods passes to the Buyer by the Buyer accepting the Goods or the moment the Buyer should accept the same but contrary to the Purchase Agreement fails to do so (i.e. usually when the Goods are ready for the Buyer to accept them).
- 4.8 Other rights and obligations of the Parties in the transport of the Goods may be regulated in the Seller's special terms of delivery if any.

5. WARRANTY; RIGHTS ARISING FROM DEFECTIVE PERFORMANCE

- 5.1 The Seller must deliver the Goods to the Buyer in a quality corresponding to the usual purpose of the Goods, pursuant to Act No. 22/1997 Coll., as amended. The Seller represents that the products meet the general safety requirements as imposed in Act No. 102/2001 Coll., as amended.
- 5.2 The only warranty provided in relation to the Goods under these Terms and Conditions is the manufacturer's lifetime warranty for defects in material and/or manufacture (the "Defects"). The terms of the manufacturer's lifetime warranty on material are governed by "*The Swagelok Limited Lifetime Warranty*" issued by the Swagelok manufacturer; the document is available on the Seller's website <https://www.swagelok.com/en/limited-lifetime-warranty>. The Seller and Swagelok reserve the right to have every returned product expertly tested and determine whether or not it suffers material or manufacturing defect.
- 5.3 The warranty under these Terms and Conditions does not apply to
 - (a) any Defect caused by unprofessional interference, improper handling or operation that is inconsistent with legal regulations, the standards or operating regulations applicable to the Goods, or the documentation pertaining to the same;
 - (b) any Defect caused by force majeure;
 - (c) any Defect caused by natural wear and tear (see the service life of the Goods declared by the manufacturer), and anything equivalent in nature to consumables, such as fuses, light bulbs etc.
- 5.4 The Seller shall guarantee to the Buyer that the goods have no defect on delivery. The Seller undertakes to deliver the Goods to the Buyer in the agreed quantity, quality and workmanship. The Goods are considered defective if the Seller delivers Goods other than those agreed in the Purchase Agreement or a quantity other than that ordered in the

Purchase Agreement and/or Goods that lack the agreed quality or workmanship or are not fit for the agreed purpose.

- 5.5 Defects in the Goods must be notified by the Buyer to the Seller in writing without undue delay but no later than by the third (3rd) business day of the day the Buyer learns of the Defect or could learn of the same if exercising sufficient care. The Buyer must let the Seller or the manufacturer expertly check and test the alleged Defects.
- 5.6 For the Buyer's notification of Defects to the Seller to be considered to be made duly, it must be made in writing or by email with that establishment of the Seller's where the receipt of the notice (complaint) is possible given the range of the Goods on offer and it must:
- (a) identify the Purchase Agreement;
 - (b) specify the type and quantity of the Goods;
 - (c) specify the number of the Goods' delivery note;
 - (d) specify reasons for reporting the Defect;
 - (e) identify the right from defective performance according to Article 5.9 of these Terms and Conditions.
- 5.7 Unless the Buyer follows the Defect notification procedure under Articles 5.5–5.6 of these Terms and Conditions, the Seller has no responsibility in respect of the Defect and may not be held liable for any damage or loss that the Buyer may suffer in connection with the Defect.
- 5.8 For the avoidance of doubt, the risk of loss of or damage to the Goods during transport is borne by that Party as stipulated in the INCOTERMS® 2020 clause agreed in the Purchase Agreement; in the absence of any such clause, Article 4 of the Terms and Conditions applies. If the risk of loss of or damage to the Goods is borne by the Buyer, the Buyer may not complain about a Defect that consists in the Goods not delivered in the agreed quantity. Pursuant to Section 2099(2) of the Civil Code, partial deliveries of Goods declared by the Seller are considered the Seller's partial delays rather than a Defect.
- 5.9 In the event of a Defect, the Buyer has the right to:
- (a) Have the Defect remedied by being supplied with new Goods free of Defects or with the missing Goods;
 - (b) Have the Defect remedied by being supplied with repaired Goods; or
 - (c) a reasonable discount from the purchase price for the Goods.
- 5.10 For the avoidance of doubt, the Parties agree that the rights expressly stipulated in 5.9 of the Terms and Conditions are the only rights the Buyer may have as a result of defective performance; the Parties hereby expressly exclude the Buyer's right to withdraw from the Purchase Agreement on grounds of a Defect.
- 5.11 In his Defect notification pursuant to 5.5 the Buyer must inform the Seller which defective performance right the Buyer chooses to exercise. The Buyer may not change his choice of defective performance right without the consent of the Seller; this does not apply if the Buyer

has requested the repair of a Defect which proves to be irreparable. If the Seller does not remove the Defect within a reasonable period of time or notifies the Buyer that he will not remove the Defects, the Buyer may request a reasonable discount off the purchase price for the Goods instead of the removal of the Defects. Unless the Buyer chooses in good time the right he wishes to exercise, the Buyer is entitled to have the Defects removed by being supplied with a new thing or receiving a reasonable discount of the purchase price for the Goods as the Seller may choose.

- 5.12 Minor defects do not result in any postponement of the Buyer's obligation to pay the purchase price for the Goods.
- 5.13 Those provisions of 5.2 of the Terms and Conditions which pertain to the manufacturer's lifetime warranty do not apply (i) to any Goods sold at a discounted price because of a Defect for which the discounted price is agreed; (ii) to any wear and tear of the Goods that are due to normal use; (iii) in respect of used Goods, to a Defect corresponding to the degree of hitherto use or wear and tear where the Defect is present in the Goods when the Buyer accepts the same; or (iv) where the inapplicability results from the nature of the Goods.
- 5.14 The time deal with a complaint depends on the complexity of the technical verification of the Goods and the Defects by the Seller or the manufacturer; complaints are dealt with without undue delay, usually within ninety (90) days. The Manufacturer and/or the Seller reserve the right to verify and test any Goods in respect of which a complaint is lodged.
- 5.15 When a complaint is being dealt with, the Buyer has the right to receive replacement Goods of the same type, quantity and quality as the Goods complained about. If the Seller or the manufacturer admits the Goods are defective, the Buyer is supplied with replacement Goods free of charge as the replacement under 5.9(a). Otherwise, i.e. if the Seller or the manufacturer concludes no Defects manifest themselves in the Goods, the Buyer will be charged for the replacement Goods as per the Seller's price list valid as at the date the complaint is closed.
- 5.16 Upon a prior written consent of the Seller, standard purchased Goods may be returned. However, the Buyer will be charged a fee at 20% (at minimum) of the price of the returned Goods, plus VAT. Goods marked as "SPC (Special)" may not be returned under any circumstances. Returned to the Seller may only be Goods that are unpacked, are in the original packaging and have not been put to use. However, no Goods may be accepted back regardless of their condition after ninety (90) days of being delivered to the Buyer.
- 5.17 If the Buyer suffers harm as a result of a Defect in the Goods, the Buyer has the right to compensation for the harm up to the amount of the purchase price for the Goods. The Parties agree that the harm compensation limitation under this Article 5.17 does not apply compensation for harm to a person's natural rights, intentional or grossly negligent harm, and any other event in respect of which the exclusion or limitation of the duty to compensate harm is prohibited by legal regulations.

- 5.18 The limitation period for any relevant right under the Purchase Agreement is set at ten (10) years.
- 5.19 Other rights and obligations of the Parties related to the Seller's liability for Defects may be regulated in the Seller's warranty terms if they exist. In the event of these Terms and Conditions being at variance with the Warranty Claim Guidelines, the latter prevail unless otherwise stipulated.

6. CIRCUMSTANCES EXCLUDING LIABILITY

- 6.1 The Parties are released from the liability for partial or complete non-fulfilment of their obligations out of the Purchase Agreement, if such non-fulfilment is the result of force majeure. Force majeure includes, in particular, natural disasters such as earthquake, fire, floods, landslides, lightning strikes disabling electronic, transmission and other equipment, widespread power distribution blackouts, large-scale environmental accidents, civil unrest, terrorist attacks, revolutions, uprisings, political or military coups, wars, civil wars, armed uprisings, occupations, invasions, acts of hostility from abroad, mobilization, intervention of a foreign state or government, epidemic, quarantine or other similar events, changes in legal regulations, decisions of the government and state administration or territorial self-government bodies, or any other similar circumstances that the Parties cannot anticipate, control or influence, if such circumstances directly affect the performance of the Parties' obligations under the Purchase Agreement.
- 6.2 In the event of force majeure the Party must notify it to the other Party immediately but no later than 48 hours of the moment the Party became aware of the force majeure event. As soon as the force majeure event ceases to exist, the Party which invoked the force majeure must notify the other Party in writing of the exact date on which the force majeure event ended, its effect on the performance of the Party's obligations, along with relevant certificates and evidence issued by official bodies and organizations.
- 6.3 If the force majeure event affects a Party longer than six (6) months, the other Party may withdraw from this Purchase Agreement.

7. TERMINATION OF THE CONTRACTUAL RELATIONSHIP

- 7.1 Unless otherwise agreed in the Purchase Agreement the contractual relationship established by the Purchase Agreement may be terminated before the performance of the Purchase Agreement:
- (a) by a written agreement between the Parties;
 - (b) by the Seller's written withdrawal from the Purchase Agreement or partial withdrawal from the Purchase Agreement's part as specified in the withdrawal notice, without giving any reason, at any time until the Goods are accepted by the Buyer;

- (c) by the Seller's written withdrawal from the Purchase Agreement with effect on the date of delivery of the written withdrawal to the Buyer, on grounds of material breach of the Purchase Agreement.
- 7.2 For the purposes of withdrawal from the Purchase Agreement, material breach of the same means, in particular:
- (a) the Buyer's delay longer than seven (7) days with the payment of the Invoice for any Goods;
 - (b) breach of any of the Buyer's contractual obligations where the breach continues after the lapse of an additional time limit granted for remedy by the Seller;
 - (c) the Buyer becomes bankrupt, i.e. a situation where (i) the court decides on the bankruptcy of the Buyer; or (ii) the Buyer files an insolvency petition; (iii) the insolvency petition with respect to the Buyer is rejected for lack of assets within the meaning of Act no. 182/2006 Coll., on bankruptcy and manners of its solution, (the Insolvency Act), as amended; (iv) an insolvency administrator is appointed for the Buyer; or (v) a resolution on the liquidation of the Buyer, whether mandatory or voluntary, is adopted; (vi) another similar situation occurs.
- 7.3 If the Seller unilaterally withdraws from the Purchase Agreement for convenience under 7.1(b) of the Terms and Conditions, the Seller refunds to the Buyer the Purchase Price for the pertinent Goods without undue delay, as wire transfer to the account determined by the Buyer. The Seller's written withdrawal for convenience takes effect on the day it is delivered to the Buyer.
- 7.4 Withdrawal from the Purchase Agreement cancels the Parties' rights and obligations out of the Purchase Agreement from the very beginning. The Goods affected by withdrawal must be returned to the Seller within fourteen (14) days of withdrawal from the Purchase Agreement.
- 7.5 The termination of the contractual relationship established under the Purchase Agreement in no way prejudices the duration of the contractual relationships established under other Purchase Agreements. Separate Purchase Agreements do not constitute related contracts within the meaning of Section 1727 of the Civil Code. If the Seller becomes entitled to withdraw from the Purchase Agreement, the Seller may, at his discretion, withdraw from all or only some of the Purchase Agreements; if the latter is the case, the specific Purchase Agreements must be identified in the written notice of withdrawal.
- 7.6 Withdrawal from a Purchase Agreement is without prejudice to the right to compensation for any harm (whether proprietary or not) caused to the Seller.
- 7.7 Any claim for the compensation for damage to the Goods may be unilaterally set off by the Seller against the Buyer's claim for the refund of the purchase price for the Goods.

- 7.8 Should any gift be provided to the Buyer with the Goods, the gift agreement between the Buyer and the Seller is concluded with a condition subsequent that if the Buyer withdraws from the Purchase Agreement such gift agreement becomes ineffective and the Buyer is obliged to return the gift along with the Goods to the Seller.

8. PERSONAL DATA PROTECTION

- 8.1 The Seller declares that any personal data of data subjects in connection with the performance of the Purchase Agreement or any other agreement with the Buyer are processed by the Seller in accordance with the relevant legal regulations. Further information on the Seller's processing of personal data, including information on the personal data retention period, is available in the personal data processing policy, which is available here: <https://poland.swagelok.com/en/about-us/Personal-Data-Protection>.
- 8.2 The Buyer acknowledges that he is obliged to state his personal data in the Order correctly and truthfully and inform the Seller of any change in his personal data without undue delay.

9. SENDING COMMERCIAL COMMUNICATIONS AND STORING COOKIES

- 9.1 The Buyer agrees that he will be sent information related to the Goods, services or plant of the Seller and be also sent commercial messages to his electronic address. If the Buyer does not wish to obtain such information or commercial messages from the Seller, the Buyer may revoke his consent to receiving commercial messages (newsletters) by sending a message to: info@centrafluid.pl.

10. GOVERNING LAW, RESOLUTION OF DISPUTES

- 10.1 The Parties agree that the legal relations between the Parties in any matter not regulated by the Purchase Agreement and the Terms and Conditions are governed by legal regulations valid and effective in the Czech Republic, in particular the Civil Code, with the exclusion of the conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods. Commercial practice will not take precedence over any provision of the law, even over any non-mandatory provision of the law.
- 10.2 If the Parties fail to resolve a dispute out of the Purchase Agreement by agreement within thirty (30) days of the first day of their negotiations, the dispute, including the issues of validity, interpretation, settlement or termination of the rights stemming from this Purchase Agreement and these Terms and Conditions is to be referred to a Czech court having the subject-matter jurisdiction over the location of the Seller's registered office, unless a special legal regulation provides for exclusive jurisdiction.

11. FINAL PROVISIONS

- 11.1 Should any provision of the Terms and Conditions be or become invalid or ineffective, such invalid or ineffective provision will be replaced by a provision that comes as close as possible to the meaning of the invalid or ineffective provision. The invalidity or ineffectiveness of one provision does not affect the validity of the remaining provisions of the Terms and Conditions.
- 11.2 The Buyer hereby assumes the risk of a change in circumstances pursuant to Section 1765(2) of the Civil Code.
- 11.3 Any changes or amendments to the Purchase Agreements or these Terms and Conditions must be made in writing. The Seller may unilaterally amend or supplement these Terms and Conditions within a reasonable extent if a reasonable need to do so arises over time. In that case, the effective date of the new Terms and Conditions must be notified to the Buyer by the Seller well in advance, but no later than seven (7) business days prior to the effective date, and the new Terms and Conditions must be communicated to the Buyer in a fitting way, such as by email or otherwise. Applicable to a Purchase Agreement are those Terms and Conditions as are valid and effective as at the date of the Purchase Agreement. If the Buyer does not agree with the new wording of the Terms and Conditions adopted by the Seller through the procedure under this Article 11.3, the Buyer may terminate the Purchase Agreement by delivering his non-approval within fifteen (15) days of receiving the Seller's notification of the new wording of the Terms and Conditions. In this case, the Purchase Agreement will be terminated on the earlier of (i) the effective date of the new Terms and Conditions affected by the amendment or (ii) the date on which the Buyer's non-approval reaches the Seller.
- 11.4 The Purchase Agreement and the Terms and Conditions are prepared in Czech, Polish and English. In the event of a conflict between the language versions, the Czech version prevails.
- 11.5 The Seller is not liable for any errors resulting from any third-party interventions in the website or as a result of the use of the website contrary to its purpose. Using the website, the Buyer may not use any mechanism, software, script or other procedure that could adversely affect its operation, i.e. that could, especially, disrupt the system's functions or put excessive load on the system, and may not perform any activity that would enable the Buyer or any third party to tamper with or use the software or any other parts of the Seller's website without authorisation or use the website, any part thereof or any software contrary to their purpose. Errors occurred in the entering of data before an order is placed or when it is being placed and dealt with will be detected and corrected by email or telephone communication.
- 11.6 The content of the Seller's website, i.e. all the material (texts, photographs, images, logos and other material) and related printed media (promotional leaflets, advertisements etc.), including the website's software and these Terms and Conditions, are protected by the Seller's copyrights and may also be protected by other rights of other persons or entities. The content may not be altered, copied, reproduced or distributed by the Buyer or be used

by any third party for any purpose without the written consent of the Seller. In particular, it is forbidden to make available the photographs and texts on the website, whether for a fee or gratuitously. If this prohibition is violated, the Seller will take action in accordance with Act No. 121/2000 Coll., the Copyright Act, as amended. The names and designations of products, goods, services, firms and companies may be registered trademarks of their respective owners.

- 11.7 The Purchase Agreement along with the Terms and Conditions is stored and archived by the Seller in electronic form and is not accessible to third parties (this is without prejudice to those provisions of these terms and conditions and of the law which pertain to making the Purchase Agreement and the Terms and Conditions available to the Buyer). In relation to the Buyer, the Seller is not bound by any codes of conduct within the meaning of Section 1826(1)(e) of the Civil Code.
- 11.8 Unless agreed otherwise, all correspondence related to the Purchase Agreement must be delivered to the other Party in writing: by hand, electronic mail or registered letter posted through a postal services operator (as the sender may choose). Electronic communication to the Buyer is to be sent to the Buyer's email address specified in the Buyer's user account or in the Order. The Seller's correspondence address and telephone contact for the purposes of these Terms and Conditions are as follows: Central Fluidsystems s.r.o., Chebská 545/13, 322 00 Plzeň, email: info@centralfluid.cz, phone: +420 377 311 150.

These Terms and Conditions are valid and effective as from 1. 2. 2021.

Central Fluidsystems s.r.o.
Chebská 545/13, 322 00 Plzeň-Křimice
IČ: 08637199, DIČ: CZ08637199
e-mail: info@centralfluid.cz
tel.: +420 377 311 150

.....
Patrick Dueppuis
managing director

