LINTECH®

General Terms and Conditions – single-purpose device

drawn up in accordance with section 1751 and following sections of the Act No. 89/2012 Sb. of the Civil Code, hereinafter referred to as the "Civil Code", for contractual relationships between the Seller – the trading company Lintech spol. s.r.o. - and the Buyer's and the Seller's contractual partners

Article I.

Basic Provisions

1. These General Terms and Conditions (hereinafter referred to as "Terms and Conditions") govern, in accordance with section 1751 of the Civil Code, the content of rights and obligations arising from the contractual relationship between the Seller and Buyers – the Seller's contractual partners.

2. The contractual relationship between the Seller and the Buyer arises at the moment:

a) when the Buyer expresses the consent with the contents of the draft by the Seller; the draft of the contract for work within the meaning of section 1732 of the Civil Code is the draft of the contract presented by the Seller /a framework draft or a one-time draft/, or

b) when the Seller confirms the order made based on an individual price quote by the Seller carried out according to the Buyer's demand.

3. By signing the contract referred to in paragraph 2, letter a) (see above), respectively, by sending the order in the manner referred to in Article II below, the Buyer expresses unconditional consent to the content of these Terms and Conditions.

Article II.

Order and Delivery Terms

1. The Buyer is entitled to ask the Seller to process an individual price quote for the production of goods according to the individual needs of the Buyer. The Buyer is obliged to send the order to the Seller by the means of fax, e-mail, or a postal license holder, to the contacts listed on the Seller's website, unless the Seller designates other contacts in writing.

2. For the Seller, the order is binding upon the moment of its confirmation. The Seller shall send a confirmation of the order by fax electronic mail, eventually through a postal license holder, at the contacts, which the Buyer shall designate in writing for the purpose, or, otherwise at the contacts resulting from the Buyer's website or from public registers.

3. Each order shall contain the following minimum requirements: - order number - precise specification of the goods ordered (a reference to the quotation of the Seller is sufficient) - the required quantity of ordered goods - place of delivery of goods - particulars laid down in section

435 of the Civil Code (i.e. the business name, address, identification number, information on the registration in the commercial register, including the file reference number).

4. The delivery time indicated in the sales contract commences on the date of signature of the purchase contract, eventually from the date of fulfillment of the obligation of the Buyer to pay a reasonable advance payment, (see Article III below). In the event of conclusion of a contract under Article I paragraph 2), letter b) above, the amount shall be determined by the Seller in the order confirmation according to the Seller's capacity capabilities and to the arrival of the Buyer's order.

5. The Buyer is entitled to change the place of delivery by a written notice delivered to the Seller no later than 2 days before the expiry of the agreed delivery time. In such case, the Seller is obliged to deliver the goods to the newly designated place of delivery. The Buyer is obliged to pay the Seller for all costs associated with the change of the place of delivery of the goods.

6. The Buyer undertakes to deliver the delivered goods upon the call from the Seller (or from the carrier designated by the Seller) and to take over, and confirm in writing, the delivery note (or on the carnet for international transport). The Buyer is entitled to claim one written copy of the bill of lading. On the bill of lading, the Seller is obliged to provide the order number, or to provide the number of the appropriate purchase contract.

7. The Buyer undertakes to take over the goods if they are in perfect condition or if they shows only minor defects that do not impede the proper use of the goods for the purpose for which they are intended. If, upon the delivery of goods, the detected defects prevent their proper use, the Buyer is entitled to refuse the acceptance of the goods and the Seller's duty to deliver the goods becomes overdue. The Buyer is obliged to provide the Seller with the synergy necessary for the compliance with the agreed delivery time.

8. The goods are delivered: a) on the day on which the Buyer of the goods in fact takes over the goods, or b) on the day on which the Seller, pursuant this agreement, enables the Buyer to take over the goods and the Buyer does not accept the goods in breach of this contract (this does not affect the right to refuse to accept the take-over of the goods pursuant paragraph 7), hereinafter "the day of delivery of the goods".

9. If the goods are deemed to have been delivered under paragraph 8, letter b), the Seller is entitled to demand from the Buyer the payment of a contractual penalty of 0.2% of the total purchase price for each day on which the goods will, in fact, remain in the Seller's sphere of influence due to the fact that there was no actual receipt by the Buyer. This does not impede the Seller's right to compensation.

10. Shall the Seller be in default with the delivery of the goods, the Buyer is entitled to request from the Seller the payment of a contractual penalty of 0.05% of the total purchase price for each day of delay of 0.05% of the total purchase price of the goods, for the delivery of which the Seller is in default.

Article III.

Purchase Price

Delivery Terms

1. The price will be charged according to the arrangement of the contracting parties contained in the written Purchase Agreement (see Article I, paragraph 2), letter a) (see above), or in the confirmed order based on the individual Seller's price quote carried out according to the Buyer's demand (Article I, paragraph 2, letter b) (see above).

2. The Seller is entitled to require from the Buyer a reasonable advance payment of the agreed purchase price.

3. The Seller shall charge the Buyer for the agreed purchase price for the goods no sooner than on the day which, within the meaning of Article II, paragraph 8, represents the date of delivery of the goods, by the means of issuing an invoice containing all the particulars required by current legislation.

4.. In the invoice, the Seller is entitled to determine the due date of the price for each part of the individual contract. This period, however, may not be less than 14 days from the date of issuing the invoice. This does not affect the right to negotiate the due date by special conditions in the contract - such arrangement shall have precedence over these general Terms and Conditions.

5. If the Buyer provides the Seller a deposit on the purchase price before the date of delivery of the goods (Article II, paragraph 8), the Seller is obliged to take this into account in the final statement of the purchase price referred to in paragraph 1.

6. If the Buyer is in default with the payment of the purchase price for the goods, the Seller is entitled to claim the amount due in addition to the interest on arrears of 0.05% of the due amount for each day of delay.

7. If the Buyer is in default with the payment of the purchase price for the goods for more than 3 days from the due date, the Seller is entitled to claim in addition to the payment of the amount owed, an interest on late payments as well as a contractual penalty of 10% of the total purchase price for the goods to which the default applies. This does not affect Seller's right to compensation.

8. In case of a delayed payment of the purchase price for goods, which has already been invoiced, the Seller is entitled to suspend the fulfillment of other orders of the Buyer on the supply of other goods from the Seller's product range, without being in default with the payment.

9. If the Buyer is in default with the payment of the purchase price for the goods for a period longer than 3 days, the Seller is also entitled to withdraw from this contract by a written notice addressed to the Buyer. This does not affect the Seller's right to charge interest on late payments, the contractual penalty and the compensation for damages.

10. The Seller shall notify the Buyer in writing of any changes relating to bank details and account number doing so no longer than 8 days from the date when such changes occur. If the Seller fails to perform this duty, the other contracting party shall not be liable for the appropriate amount not being credited to the new Seller’s account if the Buyer proves that the amount was transferred to the Seller's account from the Buyer¨s account which was known to the Buyer at the time of the transaction. The day when the financial obligations are fulfilled is the day when Seller`s account is credited with the amount.

Article IV.

Passing of Risk to the Goods. Acquisition of Ownership.

1. In a contractual relationship pursuant to Article I, the risk of damage to the goods passes to the Buyer on the date of delivery of the goods (Article II, paragraph 8).

2. If the parties conclude an agreement within the meaning of Article 1 of these Terms and Conditions, the right of ownership to goods supplied under this contract does not pass to the purchaser until the date on which the Buyer duly pays the purchase price of the goods (including eventual accessories) in accordance with the agreed terms.

3. The Buyer undertakes to respect that the goods remain in the property of the Seller until the complete payment of the agreed purchase price including the accessory. If the Buyer breaches the Seller's right of ownership in any way, e.g. transfers the ownership of the unpaid goods to a third party, or passes unpaid goods for use to third parties, etc.), the Seller is entitled to claim from the Buyer the payment of a contractual penalty in the amount of 100% of the total purchase price. This is without prejudice to the right to claim for damages.

4. If the parties conclude an agreement within the meaning of Article 1 pursuant these Terms and Conditions, the Buyer assumes the risk of changes in circumstances within the meaning of Section 1765 paragraph 2 of the Civil Code.

Article V.

Liability for Defects of Goods

1. If the Seller fails to deliver the goods in the assortment, the quantity or the quality conforming to the requirements of the Buyer’s order, the goods are defective.

2. The Buyer is obliged to inspect the goods within 2 working days from the date of delivery of the goods (Article II, paragraph 8).

3. If the Seller issues the Buyer a written warranty, eventually if the Seller assumes the guarantee by an explicit agreement in the sales contract, a liability arises to the Seller for the goods delivered to the Buyer under the contract pursuant to Article I of these Terms and Conditions will be, as a whole, eligible for the use for the purpose for which it is intended, respectively that they retain the usual properties or properties specifically required by the Buyer in a written order for the period specified in the warranty card or in the written warranty agreement.

4. The Seller is entitled to determine the consumable parts, which are not covered under the warranty.

5. If the delivered goods become defective during the warranty period, the Buyer is obliged to notify the Seller in writing of the detected defects without undue delay after they have been detected, and, at the same time, to determine by a written notice which claim arising from Seller's liability for defects of goods in connection with the identified defects the Buyer arises. For these purposes, the written form is considered to be fulfilled under the conditions referred to in Article II, paragraph 1 above.

6. If the device shows random errors where it is not possible to determine the mechanism of their occurrence, it is, within the meaning of law, an extraordinary external circumstance independent of the will of the contractor, for which the contractor bears no responsibility. Furthermore, the contractor is not liable for any damage due to induction or fluctuations in the network to which the device is connected, or for any similar external influences.

7. If the complaint is legitimate and if the identified defect in material represents a breach of the contract by the Seller, the Buyer is entitled to arise the following claims: the removal of the defect by repairing the item (concerning removable defects), a reasonable discount on the purchase price, eventually withdrawal from the contract.

8. If the complaint is justified and if the detected defect presents an immaterial breach of contract by the Seller, the Buyer is entitled to arise the following claims: the removal of the defect by repairing the goods (concerning removable defects).

9. If the Buyer does not make the choice of the claim in a written complaint of the defect, the Seller is authorized to determine the method of compensation for the defects.

10. The right to withdraw from the contract if the Buyer does not notify a defect of the goods in a timely manner.

11. The Seller undertakes to initiate warranty service within 48 hours of the report of the defect.

12. The warranty period does not running after the moment the Buyer cannot take the goods for defects for which the Seller is liable under the warranty.

13. The warranty is guaranteed as a whole, i.e. any replacement of the component parts of the goods (a specific piece) in the framework of the free removal of the defect does not mean the beginning of a new warranty period.

14. The Seller agrees to issue to the Buyer, upon request, a written report on the progress of the complaint procedure.

15. Seller's liability for defects covered by the guarantee for quality, does not arise if the defects were caused after the transfer of risk for goods by external events and not by the Seller or a person with whom the Seller fulfills his obligation. Pursuant this legal provision, the contracting parties are obliged to respect the fact that the warranty does not extend to cases where:

- the Buyer does not have professional work performed on the goods as specified by written instructions of the Seller, eventually according to the manual

- the goods are repaired or altered within the warranty period in a way not explicitly specified by the Seller

- the Buyer or any other person (other than the Seller or the people with whom the Seller meets his obligation) carries out improper installation, improper wiring or improper commissioning.

- the Buyer operates the goods contrary to the operating instructions or contrary to the instructions provided by the Seller or contrary to technical standards or enables such unprofessional operation to third parties.

- the goods are placed in conditions which are contrary to the terms specified in the user‘s manual (eventually in conflict with the terms given in any other documentation relating to the goods which were passed to the Buyer by the Seller)-

- if the faulty goods demonstrate failures due to excessive load or wear and tear

- the goods` protective seals or stickers are violated

16. If there is one of the cases referred to in paragraph 1 above, the warranty for the quality of goods shall cease to exist in its entirety.

17. The place of performance for the purposes of the settlement of claims by the Buyer arising from warranty, i.e. the place where the Seller is obliged to carry out the guarantee service, the address is specified in the purchase contract (Article II, paragraph 2 of the purchase agreement), hereinafter referred to as "Standard Place of Warranty Service".

18.. If the goods are moved by the Buyer to a different address from the standard point of warranty service, the Buyer is obliged to pay the Seller all increased costs associated with the transportation beyond the standard location of warranty service. At the same time, in this case, the Buyer is obliged to tolerate the extension of the period to commence the warranty service corresponding to the proportion of the extension of the distance range beyond the Standard Place of Warranty Service (see paragraph 10 above).

Article VI.

Confidentiality of Information

1. All information that the contracting parties provide in connection with the contractual relationship under Article I, or which they provide during the duration of this contractual relationship shall have the nature of confidential information, within the meaning of section 1730 of the Civil Code. The contracting parties may neither disclose any information provided in connection with this agreement to a third party nor use these for their needs in conflict to their purpose. Both contracting parties are obliged to maintain absolute confidentiality concerning any confidential information, to ensure that they are not abused and to refrain from any misuse of confidential information. This obligation continues after the termination of the contract under this agreement. If either party breaches its obligation to this, the other party shall be entitled to require the payment of a contractual penalty in

the amount of CZK100,000 for every single case of declarable violation of obligations. This shall not affect the right to claim for damages, nor the obligation to provide assistance to public authorities in the exercise of their powers to carry out checks and other powers.

2. The contracting parties are obliged to maintain confidentiality obligation under paragraph 1 for the entire duration of the contractual relationship under the contract and after its termination.

Article VII.

Final Provisions

1. The Buyer is not entitled to assign any of its claims against the Seller arising of the contractual relationship established by Article I of these Terms and Conditions to any third party without the prior written consent of the Seller.

2. Matters not covered by these Terms and Conditions expressly are governed by the Civil Code.

3. Adopting the draft by the Seller within the meaning of Article I both the Seller and the Buyer acknowledge that they are familiar with the general Terms and Conditions and that they agree to these without reservations.