

PARAGAN s.r.o.

**General Commercial Terms and Conditions
for Sales of Vehicles, Superstructures and Trailers**

I. Introductory provisions

- 1.1. Pursuant to provisions of § 1751(1) of Act No. 86/2012 Coll. Civil Code (hereinafter referred to as "NCC"), these General Commercial Terms and Conditions (hereinafter referred to as the "Commercial Terms and Conditions") shall form an integral part of every purchase agreement or contract for work (hereinafter referred to as "Agreements") to be concluded between the purchasing entrepreneur or consumer (hereinafter referred to as the "Buyer") and **PARAGAN s.r.o.**, Company Registration No. 25816268, based at Lipnická 351, Hranice IV-Drahotuše, Postal Code 753 61, Czech Republic, as registered in the Commercial Register maintained by the Regional Court in Ostrava, under Section C, File No. 18654 (hereinafter referred to as the "Seller" or the "Company").
- 1.2. In the event that a framework purchase agreement or a framework contract for work is concluded between the Buyer and the Seller (hereinafter referred to as "Framework Agreement"), these Commercial Terms and Conditions shall form an integral part thereof.
- 1.3. The subject matter of Agreements of which these Commercial Terms and Conditions form an integral part shall be the sales, purchase and manufacture of vehicles or vehicle superstructures, including related products and spare parts (hereinafter referred to as the "Goods").
- 1.4. Should circumstances require it, and only where applicable, the Buyer or the Seller may also be referred to as a "Party" or the "Parties" in these Commercial Terms and Conditions.

II. Goods order

- 2.1. The Buyer shall order the Goods based on the Seller's current offer as published in the product catalogue or on the Company websites: www.paragan.cz and www.paraganhorseboxes.com.
- 2.2. The Buyer can order the Goods in one of the following ways:
 - in writing to the postal address of the Sellers head office;
 - by email sent to the Seller's address: info@paragan.cz or paragan@paragan.cz;
 - through the Company sales representative;
 - via Internet on the Seller's websites: www.paragan.cz or www.paraganhorseboxes.com;
 - through the Company's e-shop at <http://prodejnd.paragan.cz>.
- 2.3. The Buyer shall always provide the following information in written and email orders for the Goods:
 - name of the company and exact invoicing address and delivery address (if not identical to the invoicing address);
 - Buyer's Company Registration No. and/or Tax Identification No.;
 - Buyer's email address and contact telephone number;
 - specification and quantity of the Goods for which the order is being placed (an exact specification of the Goods according to the Seller's current offer shall be provided).

III. Goods order

- 3.1. The order shall always be carefully filled in by the Buyer and shall contain all the necessary information by which to identify the Goods for which the order is being placed; this includes, in particular: the Goods designated product code according to the Seller's current offer, the required quantity, the delivery date of the Goods according to the delivery and production capacities of the Seller, and any other required properties, as applicable.
- 3.2. The order shall become legally binding at the moment the Seller sends an order confirmation to the Buyer's email address (the moment of agreement conclusion). Received orders shall not become legally binding until appropriately confirmed.
- 3.3. Based on the confirmed order, the Seller undertakes to deliver to the Buyer the Goods according to the delivery and production capacities of the Seller. The order will usually be confirmed by the Seller in writing no later than **three (3) days** after the order is received.
- 3.4. The Seller, in their order confirmation, shall be entitled to request a deposit, which the Buyer must pay in advance. In such cases, the Buyer undertakes to pay the amount of the deposit in the order confirmation, as determined by the Seller, into the Seller's bank account no later than five (5) days after receipt of the confirmed order. The Seller will not be obliged to deliver the ordered Goods to the Buyer until the Buyer has paid the required deposit in full to the Seller.
- 3.5. In the confirmed order, the Seller shall be entitled to require that the Buyer take out risk insurance for failure to pay the price for the Goods with an insurance company as selected by the Seller, or ensure the payment of the price for the Goods in any other form e.g. pledge, another receivable, bank guarantee, irrevocable letter of credit, etc. Until the Buyer meets the requirement to secure the receivable as requested by the Seller in the order confirmation, such an order shall not be legally binding upon the Seller, and the Seller will not be obliged to deliver the Goods to the Buyer according to such an order.
- 3.6. If, after the conclusion of an Agreement, the Seller becomes concerned that the Buyer might not meet its obligation concerning the payment of the purchase price, or a part thereof, in time and properly, the Seller shall not be obliged to deliver the Goods to the Buyer until the latter provides adequate security for the payment of the price for the Goods or pays the price for the
- 3.7. Goods prior to delivery. In the event that the Buyer is unable to meet the Seller's requirement within ten (10) days from the date of delivery of a written request, the Seller shall be entitled to withdraw from the Agreement.
- 3.8. Having issued the order, the Buyer explicitly declares and renders indisputable that the Buyer is solvent and has the funds available to pay the price for the Goods, on time and in the appropriate manner.

IV. Delivery terms and conditions, and place of delivery

- 4.1. Unless otherwise agreed by the Parties, the Buyer shall be obliged to take over the Goods at the address of the Seller's head office, i.e. Lipnická 351, Hranice IV-Drahotuše, Czech Republic, or from an alternative address as explicitly stated in the confirmed order. The Seller shall carry out its duty to deliver the Goods to the

Buyer by handing over the Goods to the Buyer based on a written report, and then only without defects and outstanding works that would prevent the Goods from being used appropriately; in the event of insufficient collaboration on the Buyer's part, it will suffice for the Seller to allow the take-over of the Goods by the Buyer in an agreed location (hereinafter referred to as the "Place of Delivery").

- 4.2. Unless otherwise stated by the Seller in the order confirmation, the delivery time shall usually be within ninety (90) days of the date on which the order confirmation was sent by the Seller to the Buyer's email address. The Seller shall be entitled to confirm a longer delivery time to the Buyer, for example, as a result of larger quantities of Goods ordered or for operational or capacity reasons in the production area.
- 4.3. The Buyer acknowledges that the costs for the transportation of the Goods from the Seller's head office to any other Place of Delivery shall not be included in the price for the Goods. Unless the Buyer organizes the transport from the Seller's head office themselves, the former shall be entitled to ask the Seller to organize the transport of the Goods. In such cases, the transport costs shall be charged to the Buyer according to the Seller's pricelist as valid on the date the Goods are transported. The Goods shall be deemed as delivered to the Buyer by the Seller once the Goods have been handed over at the head office of the contractor, or after the Goods have been handed over for transport to the first forwarder and the packing list has been confirmed in the CMR accordingly, or the handover report has been signed by the first forwarder.
- 4.4. In the event that the Buyer fails to take over the Goods at the time of delivery or refuses to take them over without reason within ten (10) days, at the latest, from the delivery of the Seller's written request, the Goods shall be considered as duly delivered upon the expiry of such period, and the Seller shall be fully entitled to receive payment of the agreed purchase price and transport costs.
- 4.5. The Seller shall not be obliged to deliver any other ordered Goods to the Buyer if the Buyer is more than thirty (30) days late with the payment of any due and payable invoice. In such cases, the Seller shall not be considered to be late in meeting its obligations even though the order was already confirmed by the Seller. If the Buyer is more than thirty (30) days late with the payment of any due and payable invoice, the Seller shall be entitled to request a deposit for the other ordered Goods equivalent to 100% of the price for the Goods.
- 4.6. The Buyer shall take over the Goods and use them with due care so as to avoid any damage to them. The Seller shall be obliged to instruct the Buyer as to the manner in which the Goods should be used at the point the Goods are handed over, and the Buyer shall be obliged to make itself familiar with the technical documentation or operating instructions for the Goods at the moment the Goods are taken over.
- 4.7. For each confirmed order, the Seller shall issue a packing list. The Buyer shall ensure that the packing list is only confirmed by a person duly authorised to receive the Goods.

V. Price for the Goods and payment terms and conditions

- 5.1. The price for the Goods shall always be determined on the basis of the Seller's offer. The Seller shall be entitled to unilaterally change the price of the Goods being offered at any time. The Buyer acknowledges that the price for the Goods excludes transport costs or any other costs for transportation, customs and other fees relating to the transportation of the Goods, etc.
- 5.2. Extra work, if any, shall not be the subject of work to be carried out for individual Goods orders. After the scope of the extra work has been determined, including its impact on the price of the Goods, and approved in writing, the price for the Goods will be increased and the delivery time extended accordingly.
- 5.3. The Buyer shall be obliged to pay the price for the Goods to the Seller based on an invoice that satisfies the requirements of a tax document. The Seller shall be entitled to charge the price for the Goods and to issue an invoice upon the delivery of the Goods to the Buyer or the handover thereof to the first forwarder for the transport thereof to the Buyer. Unless stated otherwise in the invoice, the invoice due date shall be thirty (30) days from the date of its issue.
- 5.4. The Buyer's duty to pay the price for the Goods (invoice) shall be considered to have been fulfilled when the said price is credited to the Seller's account.
- 5.5. Should the Buyer be late with taking over the Goods, the Buyer shall be obliged to pay to the Seller a contractual penalty equivalent to 0.1% of the price for the Goods (excl. VAT) for each day of the Buyer's delay in taking over the Goods.
- 5.6. Should the Buyer fail to pay for the Goods in time and in an appropriate manner, the Buyer shall be obliged to pay to the Seller a contractual penalty equivalent to 0.1% of the due amount for each day of the delay.

VI. Ownership and risk of damage

- 6.1. The title to the Goods shall be transferred to the Buyer only after the price for the Goods has been paid in full. Before the title to the Goods is acquired, the Buyer shall not pledge, sell or trade with the Goods in any manner whatsoever as the owner thereof. If the Buyer violates this condition, the Buyer shall be obliged to pay to the Seller a contractual penalty equivalent to the price for the Goods (excl. VAT).
- 6.2. The risk of damage to the Goods shall be transferred to the Buyer at the moment the Goods are taken over, or at the moment they are handed over to the first forwarder. If the Buyer is more than fifteen (15) days late in taking over the Goods, the risk of damage to the Goods shall be transferred to the Buyer at the moment the Seller invites the Buyer in writing to take over the Goods. In such cases, the Seller shall be entitled to charge the Buyer a storage fee amounting to CZK 1,000 (excl. VAT) for each day of the delay in taking over the Goods.
- 6.3. Any damage to the Goods that arose after the transfer of the risk of damage to the Buyer shall not affect the Buyer's duty to pay the price for the Goods to the Seller.

VII. Liability for defects

- 7.1. The Buyer shall be obliged, no later than upon the handover of the Goods, to check the Goods thoroughly and make a proper written complaint with regards to a defect, if any, (in particular, defects of appearance –

completeness of the delivery, colour conformity, etc.) using the Goods Handover/Take-over Report. The Seller shall only be liable for such defects present at the time the Goods are handed over and taken over. If any defects are not explicitly listed by the Buyer in the written Goods Handover/Take-over Report at the handover of the Goods, the Buyer shall only be entitled to make a claim with regards to damage at a later date if it can prove that the Goods contained such defects at the time of their handover and take over and that the said defects could not have been detected during the professional inspection carried out during the take-over of the Goods.

7.2. The Buyer must always describe the defects in writing. In all other respects, the liability for damage shall be governed by the applicable provisions of the Civil Code, as amended.

VIII. Warranty terms and conditions

- 8.1. A contractual warranty covering the time period given in the warranty certificates shall be provided by the Seller for the Goods delivered to the Buyer. The Seller shall guarantee that the delivered Goods will be capable of being used for their agreed or usual purpose for the whole warranty period. Spare parts shall be covered by a warranty for six (6) months from the date of delivery of a spare part to the Buyer.
- 8.2. The warranty period shall commence on the date stated in the warranty certificate confirmed by the sales agent. Where doubt exists, or the warranty certificate has not been confirmed by the sales agent, the warranty period shall commence upon the take-over of the Goods by the Buyer or upon the handover of the Goods to the first forwarder for the transport thereof to the Buyer.
- 8.3. The Buyer shall make claims for any defects by email to be sent to the following address: servis@paragan.cz using the complaints report that is available on the Seller's websites: www.paragan.cz; www.paraganhorseboxes.com. The Buyer acknowledges that any verbal or written claims other than those made using the properly filled-in complaints report shall not be accepted by the Seller. Upon the Seller's request, the Buyer shall attach to the complaint report original packing list and any evidence concerning the defect in the form of photographs or a copy of the vehicle registration certificate.
- 8.4. During the warranty period the Buyer shall not be entitled to make any claims for such defects on the Goods of which the Buyer was demonstrably notified by the Seller prior to or at the take-over of the Goods.
- 8.5. Unless otherwise agreed by the Parties, the Buyer shall be obliged to deliver the vehicle to the Seller's head office at **Lipnická 351, 753 61 Hranice IV-Drahotuše, Czech Republic** so that the Seller can review whether the claim is justifiable. The costs for transporting the Goods to and from the place of warranty repair shall always be borne by the Buyer.
- 8.6. The Buyer must notify the Seller without undue delay of any defects found during the warranty which are subject to a claim, i.e. no later than **three (3) days after the defect is found**, otherwise the Buyer's right to warranty shall cease to exist. The Buyer shall duly fill in and sign the respective form, describe the defect in detail, attach the respective documentation (photographs), state the symptoms of the defect, as well as the requirements for settlement of the claim.
- 8.7. In the event of a non-material breach of the Agreement, justifiable claims shall preferably be settled by repair (provided that the defect is repairable), or by replacement of the Goods, or by a discount on the price of the Goods (if the defect is not repairable), or in the event of a material breach of the Agreement, by withdrawal from the Agreement. The decision to settle a justifiable claim by repair, replacement of the defective Goods, or a part thereof, or by offering a discount, shall be solely taken at the Seller's discretion. The warranty period shall be extended by the period needed to remove the defect. Any defective item to be removed and replaced with a new item shall become the property of the Seller once the claim has been settled.
- 8.8. Goods that fail to serve their agreed purpose and for which the issue cannot be resolved with a discount shall be understood to be a material breach of the Agreement. Should any doubt exist, the breach of the Agreement shall be deemed to be non-material.
- 8.9. The warranty for the Goods provided to the Buyer shall cease to exist if the Buyer transports, stores or uses the Goods in conflict with the valid Seller's technical documentation which forms an integral part of each delivery of Goods (i.e. Operating Instructions), or if the Buyer has failed to carry out all the prescribed repairs or maintenance works.
- 8.10. If the Goods are damaged during transport as a result of a failure to follow the required instructions for transportation, the Buyer shall be obliged to address the claim, if any, directly to the forwarder.
- 8.11. With exception to warranty claims, the Buyer shall not be entitled to apply for compensation for damages incurred.
- 8.12. The warranty shall not apply to defects caused by:
 - general wear and tear of the Goods;
 - mechanical and chemical influences (e.g. damage to paint or body by an ejected stone, chemical exposure);
 - indirect consequences of the defect;
 - force majeure;
 - excessive use above permissible limits;
 - inappropriate garaging and parking;
 - wrong and improper maintenance of the Goods (primarily as a result of the failure to follow the maintenance instructions and intervals stated in the "Vehicle Operating and Maintenance Instructions";
 - damage due to external causes (e.g. scratching, etc.);
 - insufficient care at the time of shutting down the Goods under unfavourable climatic and atmospheric conditions (e.g. heavy snowfall, frost, torrential rain, strong wind, etc.);
 - accidents, bumps, natural forces, transported products, installation of accessories not approved by the manufacturer of the superstructure or inappropriate installation of approved accessories;
 - parts subjected to modification and the consequences of such modification on other parts or mechanisms of the vehicle.
- 8.13. The scope of the warranty shall not cover normal maintenance work and treatments that are considered to

fall under the duties of each owner – screw tightening, etc.

- 8.14. Further, the warranty shall cease to exist if parts not approved by the manufacturer or by the Seller have been installed in the Goods, any modifications not approved by the manufacture have been made outside an authorised service centre, the Goods have been used under conditions that do not comply with those prescribed by the manufacturer (e.g. overloading), or if the Goods have not been maintained properly (e.g. the prescribed intervals for regular maintenance and care have not been upheld).
- 8.15. If a claim is found to be unjustifiable, the Seller is entitled to charge the Buyer all demonstrably spent costs associated with the unjustifiable claim, whereby a minimum charge of CZK 2,000 (excl. VAT) shall apply.

IX. Withdrawal from the Agreement

- 9.1. The Seller shall be entitled to withdraw in writing from any confirmed order if the Buyer is late, i.e. for a period exceeding thirty (30) days, in taking over the Goods, or if the Buyer has refused to take over the Goods or is late with the payment of another due and payable obligation (invoice, advance payment invoice) for a period exceeding thirty (30) days, or if insolvency or enforcement proceedings have been brought against the Buyer.
- 9.2. Under the aforementioned reasons concerning withdrawal from the Agreement, or for any other reasons that may cast doubt on the Buyer's solvency, the Seller shall be entitled to suspend deliveries of Goods to the Buyer and request the Buyer to pay the whole purchase price in cash on the delivery and take-over of the Goods.
- 9.3. If the Seller withdraws from the Agreement and the Buyer has already made a partial payment, the Seller shall be entitled to unilaterally set such a payment off against claims brought forward by the Buyer (contractual penalty, compensation for damage incurred, etc.).

X. Governing law and jurisdiction

- 10.1. Pursuant to Article 25, Section 1 of Regulation (EU) No. 1215/2012 of the European Parliament and of the Council on the jurisdiction and the recognition and enforcement of judgments in civil and commercial matters, any disputes which arise in connection with the legal relationship between the Parties shall be settled in the Member State, i.e. in the Czech Republic, which means that a court in the Czech Republic shall have jurisdiction over the case.
- 10.2. Any dispute shall always be adjudicated before a court with jurisdiction for the place where the Seller's head office is located.

XI. Final stipulations

- 11.1. Any matters not regulated by the terms and conditions stated herein shall be governed by the applicable law of the Czech Republic, in particular the Civil Code, as amended.
- 11.2. In case of any doubt or a conflict between the provisions contained herein and the Framework Agreement concluded by the Parties, the provisions contained herein shall always prevail.
- 11.3. Depending on amendments to applicable legal regulations, as well as changes in the business policy of

the Seller, the Seller reserves the right to unilaterally amend the Commercial Terms and Conditions. Such amendments and the effectiveness thereof shall be announced by the Seller on the Company's websites: www.paragan.cz; www.paraganhorseboxes.com. Unless the Buyer agrees with the new wording of the Commercial Terms and Conditions, the Buyer shall be obliged to notify the Seller of its disapproval in writing no later than fourteen (14) calendar days from the date of disclosure of the new Commercial Terms and Conditions, otherwise such amendments shall be deemed as accepted by the Buyer and shall be followed by the Parties.

- 11.4. These Commercial Terms and Conditions shall also apply to all business cases for which an agreement is concluded between the Buyer and the Seller via the 'customer zone' on the Seller's websites.
- 11.5. These Commercial Terms and Conditions shall become effective upon the conclusion of an Agreement or a Framework Agreement between the Parties; in case of any doubt - no later than the moment of delivery of the Goods to the Buyer.
- 11.6. Pursuant to Section 14(1) of Act No. 634/1992 Coll., on Consumer Protection, as amended, the Seller informs the Buyer that the **Česká obchodní inspekce** (Czech Trade Inspection Authority), **web address: www.coi.cz**, shall act as the entity for out-of-court resolutions with regards to consumer disputes that materially correspond to the given type of offered, sold, provided or mediated product or service.
- 11.7. These Commercial Terms and Conditions shall become valid and effective on 1 February, 2012.

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