

**General Terms and Conditions of RATAJ a.s. ("GTC")
valid for all offers, orders and contracts from 15. March 2022**

I. Scope of validity

1/ The legal arrangements and deliveries between RATAJ a.s. (hereinafter referred to as **"Seller"**) and the Buyer shall be made exclusively on the basis of a purchase contract (both framework and individual) or other similar contract or order relating to the purchase of goods (**"Contract"**) and shall be governed by these GTC. Any deviations, changes or other arrangements are only possible if confirmed in writing by the Seller by email, fax or post (**"In writing"**).

2/ The Seller hereby expressly rejects any terms and conditions set out in the Buyer's enquiry, order, confirmation or other document which differ from these GTC and which have not been agreed in writing by the Seller. The GTC shall form an integral part of the Purchase Contract or other similar contract or confirmed (accepted) order by the Seller, if such contract or confirmed (accepted) order refers to them. These GTC shall be deemed to be general terms and conditions, in particular pursuant to § 1751 et seq. of Act No. 89/2012 Coll. (Civil Code) and its amendments.

II. Offers

1/ Tenders are determined based on the costs in force on the date of the tender and are valid until 14 days from the date of the tender and are revocable. The Seller shall be entitled to adjust prices and delivery dates if there are circumstances which significantly affect the pricing or delivery date until the time of conclusion of the contract (or delivery of the goods without conclusion of the contract). This applies in cases of force majeure, increases in taxes, duties, freight charges, other incidental charges, in the event of unexpected increases in production and in the event of a typographical error in the offer. The Seller's questionnaires, which are the basis for the technical designs of conveyors, BIG BAG stations and other products and equipment (**"Equipment"**) supplied by the Seller, must be provided by the Buyer with accurate data, for the content of which the Buyer is fully responsible. When delivering goods based on a verbal order, the Seller assumes no liability for any consequences such as oversights or misunderstandings that cause incorrect delivery.

2/ As a matter of principle, patterns, designs or drawings supplied by the Seller shall belong to the Seller in cases where no contract is concluded with the Buyer. The retention of patterns, data, designs or drawings shall only be possible with the written consent of the seller.

3/ The Buyer is not entitled to disclose to a third party any information relating to the business case (Seller's offer, drawings, order or contract) which he has obtained in the course of the business case with the Seller without the written consent of the Seller.

4/ For further information on the contract, the Seller is entitled to take audio, photo and video documentation of the communication with the Buyer or a third party of the specific order.

III. Contracts and orders of the buyer, test operation

1/ The conclusion of the contract shall be governed in particular by the provisions of Sections 1731 et seq. of the Civil Code, however, with the proviso that the acceptance of the Seller's offer for the conclusion of the contract by the Buyer with reservations or comments by the Buyer shall not have the effect of acceptance of the contract proposal, but shall be deemed to be a new proposal for the conclusion of the contract by the Buyer (in derogation from the dictum of Section 1740(3) of the Civil Code). The seller is entitled to reject or accept this new proposal of the buyer. If the seller accepts such a new proposal within 15 days of its receipt, the contract shall be concluded on the date on which the seller confirms such a new proposal in writing to the buyer.

2/ The Contract shall be concluded between the Seller and the Buyer based on these GTC if the Buyer accepts in writing the draft Contract (including its reference to the application of the GTC) sent to the Buyer within 15 days of its receipt. If the Buyer delivers the Seller's acceptance of the draft contract after the expiry of the 15 days, the contract will only be concluded if the Seller agrees in writing to the draft contract within 7 days of receipt of the late acceptance of the draft contract.

3/ The conclusion of the contract based on the buyer's order shall arise from the seller's acceptance in writing of the contract as presented (or acceptance in writing with modification of the technical, payment and delivery terms). If the Seller does not agree in writing to the Buyer's order, the Seller shall not be bound by such Buyer's order.

4/ The Buyer's written order must include at least a reference to the Seller's quotation (if sent to the Buyer by the Seller), a specification of the subject matter, the quantity, price and delivery time required and the Seller's confirmed drawing (if sent to the Buyer for approval). Without the above-mentioned requirements, the buyer's order cannot be considered proper (complete) within the meaning of these GTC. Any telephone orders of the Buyer must in any case be confirmed in writing by the Seller without exception.

5/ If the Buyer orders the equipment based on a purchase order, i.e., without a purchase contract, a trial period of 15 working days shall apply after the equipment has been started up with material and after notification to the Seller. The commissioning of the trial operation shall be carried out by agreement of both parties. During the trial period, the Buyer and the Seller shall be given the opportunity to make any partial adjustments to the performance and design parameters.

6/ An annex to this GTC forms an integral part of the purchase contract or confirmed order. All disputes arising from or in connection with the contract shall be resolved by the Seller and the Buyer primarily by mutual agreement. If the parties fail to reach a mutual agreement, the seller's general court of first instance shall be the court of competent jurisdiction for the enforcement of obligations under this contract.

IV. Prices, payment terms, withdrawal from the contractual relationship, contractual penalties

1/ The prices stated in the Purchase Agreement or confirmed on the Buyer's order or confirmed by e-mail communication are valid and are understood to be exclusive of value added tax. The goods delivered by the Seller are generally due for payment within 14 days after the invoice has been drawn up, or within the period specified in the invoice.

2/ If the Buyer withdraws from the contractual relationship for any reason other than for reasons of serious breach by the Seller (i.e., delay in delivery by more than 10 working days, failure to meet performance parameters after trial operation), the Buyer shall pay the Seller a severance payment of at least 20% of the total purchase price in the amount of the costs actually incurred and proven. The withdrawal shall be in writing and shall be effective upon delivery to the other party. In the event of a valid withdrawal from this contract, the parties shall jointly and severally settle within 30 days of the effective date of withdrawal.

3/ In case of delay in delivery, the Seller shall be charged a contractual penalty of 0.1% of the price of the undelivered goods for each day of delay and any legal costs. Delay in delivery by the Seller shall not occur if the Buyer fails to fulfil any of its obligations under the contractual relationship or due to force majeure.

4/ In the event of delay in payment, the Buyer shall be charged a contractual penalty of 0.1% of the amount due for each day of delay and any legal costs.

5/ If the buyer is invited by the seller to collect the goods and the Buyer fails to collect the goods within 10 days of notification, the Buyer shall be charged a contractual penalty for failure to collect the goods in the amount of 0.5% of the purchase price of the goods for each day of failure to collect the goods. At the same time, the Seller will require the Buyer to pay the total purchase price before collecting the goods.

6/ As a result of the Covid-19 virus epidemic and in the event of a mandatory quarantine, there may be temporary delays in deliveries by the Seller or its suppliers. For this reason, the delivery date stated in the confirmed order or purchase contract is indicative only. Delivery by the Seller is subject to correct and timely delivery by our suppliers and may therefore be delayed. The Seller reserves the right to even partial performance.

V. Higher Power

1/ If one of the contracting parties is prevented from fulfilling its obligations by force majeure, that party shall not be in default, but only for as long as the impossibility of performance is undoubtedly caused by force majeure. Force majeure shall mean such obstacles or events which occurred after the obligation was created, independently of the will of the respective contracting party, and which are of an extraordinary nature, are insurmountable, unforeseeable, unavoidable and objectively prevent the performance of the obligations or commitment under the contract or order (e.g. civil disturbance, fire, state of war, epidemic, quarantine measures, flood, earthquake, landslide, explosion, act of terrorism or terrorist attack, etc.). However, the performance of an obligation shall not be considered impossible if it can be performed under difficult conditions or at greater expense or, where appropriate, after the agreed time of performance.

2/ If an event of force majeure occurs, the Party concerned shall inform the other Party of the nature, the beginning and the end of the event (event) of force majeure.

3/ The liability of the obliged party shall not be excluded in any way and the time limit for performance shall not be extended if the force majeure event occurred only at a time when the obliged party was already in default of its obligation under the contract, or if the obliged party failed to fulfil its obligation to inform the other party pursuant to No. V, Paragraph 2 of these GTC.

4/ In the event of force majeure, both the seller and the buyer shall be entitled to extend the delivery period accordingly in any event, the parties may not bring any claims for breach of contract and default against each other as a result, which shall also apply to any claims for damages. This is without prejudice to any other claims for force majeure that may be available to both parties in such a case under the relevant legislation.

5/ In the event of force majeure, the Seller has the right to change the payment terms and the final price stated in the Purchase Contract or the Purchase Order, provided that the Seller demonstrates to the Buyer the reasons for the price adjustment.

6/ If the buyer withdraws from this contract due to force majeure on the buyer's side, the buyer shall pay the seller a compensation in the amount of the costs actually incurred and proven. The withdrawal shall be in writing and shall be effective upon delivery to the other party.

7/ Due to the current epidemic of the Covid-19 virus, there may be temporary delays in deliveries by Seller or its subcontractors. For this reason, the terms of performance confirmed in the Purchase Order or Purchase Contract are non-binding. Seller reserves the right to partial performance.

VI. Ownership Condition and Transitional Hazard

1/ The goods delivered shall remain the property of the Seller until the final invoice has been paid in full, together with any default interest and the Seller's commemorative expenses. The risk of damage to the goods shall pass to the buyer from the moment of acceptance by the buyer.

VII. Warranty Terms and Conditions

1/ Warranty period

The Seller shall provide a warranty period of 12 months from the date of arrival of the goods to the Buyer or to the place of destination if the goods are shipped directly to the place of destination. An extended warranty period is only possible at an additional cost of 2% for each additional month. This must be expressly stated in the purchase contract. The Seller provides a warranty period of 6 months from the date of repair.

2/ Responsibility for the transported material

If a completed questionnaire (or other written document) with full details of the material to be transported, the required transport capacity or the dimensions of the BIG BAG bags (and if the Seller requires a sample of the material to be transported) is not handed over to the Seller in writing at the latest on signing the contract or on acceptance of the Buyer's order, the Seller assumes no warranty for any damage to the equipment or other damage and all warranty obligations of the Seller regarding the functionality of the equipment are void. If the equipment uses a different material from the sample submitted or a material of a different granulometry, material with overpressure or under pressure or material with different physical and chemical properties than those specified in the contract, the questionnaire or the request, the Seller assumes no warranty for the functionality of the equipment. The same shall apply to materials which have not yet been transported by the Seller in the equipment. This fact must be stated in the purchase contract.

The permitted tolerance of the physical and chemical properties of the transported material delivered by the customer compared to the actual material is +/- 10%. If the contract includes an annex to a test report from an accredited laboratory on a sample of the transported material, the values stated in the report are binding for both the buyer and the seller.

3/ Liability for damages

The Seller shall not be liable or responsible for any damage to the equipment or any other damage caused by improper operation of the equipment, unauthorized tampering with the equipment without the Seller's written consent or by foreign objects or impurities in the material being transported. The permissible manufacturing tolerance of the dimensions of the spiral (outer and inner diameter, pitch of the thread) and the pipe (diameter) is +/- 10 mm, the thickness of the spiral +/- 5 mm from the dimensions specified in the purchase contract or in promotional materials (brochures, internet, etc.). The equipment must be used only for the activity for which it is intended and only for the material to be transported as specified in the purchase contract or confirmed order. The warranty does not cover natural wear of the spiral and pipe from the material to be conveyed, wear of the spiral and pipe in cases where the conveyor operates with less than 50% of the material to be conveyed full or empty, and defects resulting from faulty electrical installation or incorrectly set or missing current protection of the electric motor. Also excluded from the warranty are defects resulting from defective operation of equipment upstream and downstream of the conveyor (upstream and downstream of the delivery limit). The purchaser must examine the equipment in a conscientious manner immediately after it has been put into operation and ensure that a complete electrical inspection and, if applicable, a revision of the lifting equipment is carried out. The purchaser must complain in writing about any defects within 7 days after commissioning or during the test run, otherwise the equipment is deemed to be approved by the purchaser.

4/ Compensation for any financial damages resulting from equipment failure is excluded against the seller, unless expressly stated in the purchase contract and unless the seller is proven to be at fault. The seller shall be liable for compensation up to a maximum of the amount invoiced for the equipment delivered.

If the Purchaser purchases separately only certain parts of the equipment (e.g., spiral, electric gearbox, pulley, pneumatic rollers, etc.) or equipment in spare parts or without mandatory chief assembly or puts into operation newly supplied or repaired equipment without the knowledge and consent of the Seller, the Seller shall in no case assume any warranty for the purpose of use, operation, functionality and durability of the parts of the equipment supplied. Any damages and subsequent commissioning of the equipment shall be borne in full by the Purchaser.

5/ Explosive Atmospheres ("ATEX")

If the purchaser requires installation of the equipment in an explosion hazardous area an ATEX explosion hazardous environment, it is the responsibility of the Purchaser (or end user) to duly complete the questionnaire, sign and send it in writing to the Seller. In case the buyer requests only a part of the equipment (e.g., electric gearbox or lifting device) in ATEX design, the equipment thus completed does not meet the technical parameters of equipment intended for ATEX environment and the equipment is considered as equipment intended for normal environment.

VIII. Complaint Conditions

1/ In cases where the Buyer invites the Seller in writing to repair the equipment and the causes of the failure are not known in advance or it is not possible to determine which party will bear the cost of the repair, the Seller may require the Buyer to make a deposit for the expected repair. The claim sent by the Buyer must include photographic documentation of the claimed part of the equipment or defect. In the event that, upon arrival of the seller, the seller is proven to be at fault, the Seller will issue a credit note to the Buyer and refund any amount paid to the Buyer, or partial refund in cases where both parties have agreed on this procedure.

2/ Conveyor performance

If the delivered conveyor shows after installation at the end customer, shows a low conveying capacity (min. 15% less) or a high conveying capacity (min. 20% more) compared to the value specified in the purchase contract or confirmed order, the Seller shall adjust the conveying capacity value at his expense to the contractually agreed capacity within the limit of - 15% / + 20%.

3/ Electric transmission (gearbox + motor), lifting device

Immediately after commissioning the equipment, it is the responsibility of the end user or the purchaser to measure the current of the electric motor and check it against the labelled motor values. In case the motor shows a current draw 10 % higher than the rated motor current, it is the responsibility of the end user or purchaser to immediately take the equipment out of service and immediately inform the seller of this fact. In this case, the seller will arrange for the remedy at his own expense (replacement of the motor, electric gearbox or lifting device). If the engine burns out due to overheating or due to the conveyor motor operating at

inrush currents higher than 10 % above the rated current, the seller will arrange for the replacement of the motor or the electric gearbox, if necessary, at 100 % of all costs before the actual replacement. The Buyer further agrees to set the current protection for the electric gearbox of the conveyor to the actual current drawn when the conveyor is fully loaded. If the conveyor will be controlled by a frequency converter provided by the purchaser, the purchaser shall design the electrical output of the converter to be at least one step higher than the motor output of the electric gearbox.

IX. Privacy Policy

1/ The personal data controller is the seller (RATAJ a.s. Doubravice 121, 37008 České Budějovice). The Seller undertakes to ensure the security of the Buyer's personal data. All personal data of the buyer may only be used in accordance with this privacy policy.

By providing personal data, the Buyer consents to the processing and management of such personal data for the purposes and under the conditions set out below. All personal data of the Buyer received by the Seller will be collected, stored and used in accordance with applicable law, in particular in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (General Data Protection Regulation) and Act No. 101/2000 Coll., on the protection of personal data, as amended.

2/ The Seller collects and processes the information and data provided by the Buyer necessary for the creation of the offer and the execution of the order or purchase contract. The Buyer sends this information in writing by fax, e-mail, letter or communicates it by telephone or in person. This includes the following personal data of the buyer: Name, surname, title, residence or name and address of the buyer, email, telephone and fax number, VAT number and other information that the buyer provides to the seller in the context of the business case.

3/ The Seller processes the Buyer's personal data:

- within the duration of the business case and subsequently for the duration of the statutory limitation periods.
- for the protection of legitimate interests, in particular for the prevention of fraudulent acts in order to prevent and avoid violations of these GTC.
- for the purpose of enforcing any claims and to ensure the protection of legal rights.
- for the purpose of complying with legal obligations (in particular, tax, payment and statistical obligations) for the period of time specified by the applicable legal regulations.
- for the purpose of ensuring mutual communication (between the Seller and the Buyer) and for the purpose of enabling the exercise of the Buyer's rights in relation to the protection of personal data.

4/ The Buyer's personal data may be used for the purpose of sending technical and price quotations, drawings, contracts and other commercial communications.

5/ The protection and security of the Buyer's personal data is very important and therefore the Seller. makes every effort to ensure its security. To prevent unauthorised access and unauthorized disclosure, Seller has appropriate physical, electronic and managerial procedures in place to protect and secure the information. All electronic communication is carried out on the secure radio and optical data network of Czech Radio Communications - IOL Ethernet service.

6/ The Buyer's personal information is available to designated employees of the Seller. as well as to individuals and employees of companies (entities) with which the Seller has concluded a contract for the processing of personal data. These are the following entities:

ČSOB, a.s. Radlická 333/150, 150 57 Prague 5, branch České Budějovice - banking services
Česká spořitelna, a.s. Olbrachtova 1929/62, 140 00 Praha 4, branch České Budějovice – banking services
JUDr. Václav Junek, attorney at law, Krajinská 35/1, 370 01 České Budějovice - legal services
K2 atmitec s.r.o., Koksární 1097/7, 702 00 Ostrava - information system database service
MONEKON s.r.o., U Tří lvů 5, 370 01 České Budějovice - accounting and payroll service
TELECOM 21 CB s.r.o., Lipenská 38, 370 01 České Budějovice - database service, IT networks

7/ The website "www.rataj.cz" and the signatures in the seller's email messages contain links to other websites such as Facebook, YouTube, Issuu or partner websites. The Seller has no control over these other websites and is not responsible for the protection and privacy of any information provided by the Buyer when visiting such websites.

8/ The Buyer has the right to access his/her personal data, the right to confirm the processing, the right to rectification and erasure and the right to restriction of processing. In the case of processing of personal data on the basis of voluntary consent, the buyer has the right to withdraw this consent at any time.

RATAJ a.s.
Ing. Stanislav Rataj
Chairman