

GENERAL TERMS AND CONDITIONS OF SALE

LASER-TECH, spol. s r.o.

Version No. 1

Article I Definition of Terms

1. The following entity is the Supplier:
LASER-TECH, spol. s r.o.
Company ID No.: 439 62 963
VAT Reg. No.: CZ43962963
having its registered seat at Vejdovského 1102/4a,
779 00 Olomouc - Hodolany
registered at the Regional Court in Ostrava under File Ref.
No. C 2318
Tel. No.: +420 585 208 830, +420 585 225 361
e-mail: laser-tech@laser-tech.cz
fax: +420 585 225 360
web: <https://www.laser-tech.cz/>
2. The Customer is a natural person or legal entity who has entered into the Contract with the Supplier pursuant to the following paragraph of this article.
3. The Contract means any contract (regardless of its legal assessment as a purchase contract, contract for work or other contract type), the subject of which is delivery of products or provision of other performance to the Customer by the Supplier.

Article II General Provisions

1. The purpose of these General Terms and Conditions is to generally regulate the mutual rights and obligations of the contracting parties, i.e. the Supplier and the Customer. These GTC are part of each Contract concluded by and between the Supplier and the Customer unless the Customer excluded the use of these GTC by its business terms and conditions.
2. The provisions of these GTC shall only apply where the Contract does not stipulate otherwise (the Contract shall prevail in the event of a different provision). The rights and obligations that are not regulated by the Contract or by these GTC shall be governed by Czech legal regulations in force and effect, applicable in a subsidiary manner, especially by Act No. 89/2012 Coll., Civil Code, as amended.
3. If the Contract is concluded with a foreign Customer, the legal relationship established by the Contract shall be governed by Czech law and the Czech courts shall be competent to settle disputes.

Article III Method of Contract Conclusion by and between Absent Parties

1. The Contract is concluded by and between absent parties in three manners, namely:
 - A. In a common manner;
 - B. In a special manner;

- C. In a special manner if the Customer has concluded a general contract for a specific performance with the Supplier.

1)

Common Method of Contract Conclusion by and between Absent Parties (paragraph 1, letter A.)

2. Pre-contract negotiations normally take place in such a way that the Customer contacts the Supplier in any (even informal) manner with an inquiry about the production of specific products or the provision of other performance (in practice, this legal act is called *"inquiry"*), to which the Supplier responds (if it is able and willing to provide the requested products) by sending a written response to the Customer (called *"offer"* in practice¹). Only then, the Customer sends a written order to the Supplier (see the next paragraph of this article) and afterwards the Supplier sends a related proposal for contract conclusion to the Customer. The Customer's initial written act of contacting the Supplier with a question regarding the production and delivery of specific products/provision of other performance, which does not contain the particulars determined in Article III(3) hereof (inquiry), shall not be considered an order, and the answer to this inquiry, including sending a possible quotation (offer), shall not be considered confirmation of the order.
3. A document can only be considered an order if it contains the following information:
 - a) Designation *"Order"* or another statement in the text indicating without any doubts that the Customer is interested in *"ordering"* the required performance (e.g. the following words used in the text of the e-mail: *"I hereby order"*);
 - b) Identification of the recipient - Supplier so that it cannot be confused with another one;
 - c) Identification of the Customer so that it cannot be confused with another one;
 - d) Order issue date;
 - e) The subject of the order/delivery, namely:
 - if the subject of the order is new production and delivery of products (i.e. such products that have not yet been manufactured and delivered by the Supplier to the Customer on the basis of a previously concluded Contract)²:
 - Sufficient specification of the required product — especially by the name of the product and its number (if any), by technical documentation of the product including the document number and the revision information (if any); by the shape and dimensions if simple products are concerned;
 - Material specification;
 - Specification if the Supplier's or Customer's material is to be used - unless stated within new production, the products shall be supplied using the Supplier's material;
 - Number of pieces;
 - Specification of the surface treatment of the products - if not indicated, it shall apply that the ordered products are required without any surface treatment;
 - If the subject of the order is production and delivery of products previously manufactured and supplied by the Supplier to the Customer (i.e. not new products – i.e. the so-called repeated production):
 - Sufficient specification of the subject of the order/delivery (even taking into account the existing established practice between the parties) so that the order can be executed by the Supplier without the need to determine further related/additional data; unless the

¹ Within the meaning used herein, the offer shall not be the *"offer"* within the meaning of Section 1731 of the Civil Code, which considers this term a proposal for concluding a Contract.

² If the technical documentation of the product is also submitted, the subject of the order/delivery is sufficiently specified if the technical documentation also includes information required by the Supplier under the following items.

revision number is specified, the products are required according to the last submitted revision of the product technical documentation;

- If the subject of the order is performance other than manufacture and delivery of products:
 - Sufficient specification of the subject of the order/delivery (even taking into account the existing established practice between the parties) so that the order can be fulfilled by the Supplier without the need to determine further related/additional data;

- f) A requirement for the term/time of performance; if the term/time of performance is not indicated, it shall apply that the Supplier shall perform within the time limit set by the Supplier on its own;
- g) The place of performance/delivery, either by direct reference to the specific INCOTERMS clause or describing it in such a manner that the Supplier can determine/select the required INCOTERMS clause in the draft contract;
- h) *(or other specific requirements of the Customer, e.g. regarding invoicing, method of performance, packaging, etc., or other additional information).*

Legal acts that do not contain all the essentials specified under letters a) - g) of this provision of the GCT shall not be considered an order. However, defects in a written legal act (which is intended to be an order but fails to meet all the essentials prescribed by these GTC) can be remedied by adding the missing data in writing. In such an event, the legal act shall be considered an order only when the missing data are completed (at the moment the missing data is delivered to the Supplier).

4. On the basis of an order, the Supplier shall issue a **draft contract**³ called: **"Price Agreement", "Purchase Agreement"** or, if the Customer is a foreign entity, **"Agreement"** (hereinafter also referred to as: **"Draft Contract"**) and shall send it to the Customer for signature or other confirmation (expressing consent). The Draft Contract shall always contain the data indicated in the order and the signature or initials of the Supplier.
5. If the Customer agrees with the Draft Contract, it shall either sign it and send it back to the Supplier, or otherwise express its consent to the content thereof in writing (so-called acceptance).
6. **The Contract is concluded once the Draft Contract signed by the Customer or another written expression of the Customer's consent to the Draft Contract is delivered to the Supplier⁴ (the so-called acceptance).**
7. If the Customer delivers to the Supplier the signed Draft Contract with a reservation or another consent to the Draft Contract with a reservation (i.e. if the Customer changes the contractual terms in any respect), the Contract shall be concluded only upon delivery of the Supplier's confirmation to the Customer that it agrees with the reservation (the change in the contractual terms).
8. If the Contract is concluded within the meaning of paragraph 6 or 7 of this article later than on the third (3rd) day after the Supplier has sent to the Customer a signed Draft Contract within the meaning of paragraph 6 of this article for the purpose of acceptance, the date of performance shall be postponed by an aliquot number of days by which the Contract conclusion date exceeds the third day after the draft Contract is sent to the Customer by the Supplier.

2)

Special Method of Contract Conclusion by and between Absent Parties⁵ (paragraph 1 letter B.)

³ Pursuant to Section 1731 of the Civil Code, the Draft Contract shall be called an "offer". However, since these GTC consider a different legal act to be an "offer" (see Article 1.2 hereof), the Draft Contract is not called an offer herein.

⁴ E.g. in the form of an e-mail, the text of which expresses consent to the Draft Contract.

9. A special method of Contract conclusion by and between absent parties is concerned where during pre-contractual negotiations the Customer reserves that the Supplier shall not send the Customer a draft Contract in response to the order sent by the Customer, but the order will be accepted either by delivery of a signed (i.e. confirmed) order back to the Customer, or by delivery of a form generated from the Supplier's information system confirming the order sent to the Customer.
10. Based on the result of the pre-contractual negotiations, the Customer shall send to the Supplier **an order** for a particular performance. In order for a document to be considered an order, it must contain the particulars specified in Article III (1) (3) of these GTC as well as price specification. Legal acts that do not contain all the particulars specified under Article III (1) (3) (a) - (g) of these GTC and price specification shall not be considered an order. Defects in a written legal act (which is intended to be an order, but does not meet all the requirements prescribed by these GTC) can be remedied by adding the missing data/delivering a proper annexe. In such an event, the order shall be deemed delivered to the Supplier upon completion of the missing data/delivery of a proper annexe.
11. If the Supplier agrees with the order, it shall proceed in an alternative manner as follows (taking into account the Customer's preferences or habits):
- 1) Sign the order and send the signed order back to the Customer; or
 - 2) Generate a document (form) called "*Order Confirmation*" from the information system, sign it and send it to the Customer.
12. **The Contract is concluded once the Supplier delivers the Customer a signed order or delivers to the Customer a signed form called "*Order Confirmation*".**
13. If the Supplier delivers to the Customer a signed order or *the "Order Confirmation"* form with a reservation (i.e. if it changes the contractual terms in any respect), the Contract shall be concluded unless within four (4) days of delivery of the signed order or the signed "*Order Confirmation*" with a reservation, the Customer notifies the Supplier in writing that it does not agree with the reservation (with the change in the contractual terms); in such an event the Contract shall be concluded upon expiry of the deadline for communication of the disagreement.

3)

Special Method of Contract Conclusion by and between Absent Parties Where the Customer and the Supplier Have Concluded General Contract for Specific Performance (paragraph 1 letter C.)

14. Where the Supplier and the Customer have concluded a general contract for specific performance and unless this general contract provides otherwise, the Customer shall send the Supplier an **order** (sometimes referred to as: "*call-off*") for the specific performance envisaged by the general contract. In order for a document to be considered an order, it must contain the particulars specified in Article III (1) (3) of these GTC unless the general contract implies otherwise. The provisions of Article III (1) (3) last paragraph of the GCT shall apply mutatis mutandis.
15. **Every single Contract within the meaning of the general contract is concluded at the moment of delivery of the order (call-off) to the Supplier.**

⁵ It applies mainly to foreign Customers.

4)

Summary Provisions Concerning Contract Conclusion by and between Absent Parties

16. If this Article III requires acceptance by any of the parties, such acceptance must be made within the agreed time and, if the period has not been agreed separately, within four (4) days of delivery of the document which must be accepted (for the purpose of entering into the Contract).
17. The technical documentation may be submitted/delivered by the Customer to the Supplier in paper form (such as printed legible drawing documentation) or in electronic form in DXF, DWG, IPT, STEP or IGES formats. If the technical documentation is submitted to the Supplier in both of these forms, the electronic version shall prevail.
18. As regards the electronic form of technical documentation, the Supplier automatically assumes that the lines correspond to the respective marked and unmarked dimensions on the product at a 1:1 scale (unless the scale is clearly specified in the documentation). The lines for the respective tolerated product dimensions are in the middle of the tolerance field and show a binding shape (contour) of the product. The documentation is prepared in layers and the main dimensions of the product are marked in the horizontal and vertical directions.
19. Unless otherwise specified in the technical documentation, laser cutting is performed in quality and dimensional tolerances according to EN ISO 9013-332, other technologies with dimensional and geometric tolerances according to ISO 2768-cL and welded structures with dimensional and geometric tolerances according to EN ISO 13920-BF.
20. As regards stainless steel sheets with surface grinding, brush, the product orientation in the sheet panel must be specified in the drawing or order. If not stated, the Supplier shall select a more advantageous orientation in terms of the yield of the sheet panel and the Customer is obliged to accept it.
21. Bending is carried out on standard "V" type lower matrices. If the Customer requires bending without pressure marks, it is obliged to state this fact in the technical documentation.
22. Unless otherwise specified in the technical documentation, the Supplier shall determine the points of entry in the contours for laser cutting randomly using software for creation of cut plans.
23. The Supplier carries out production in a standard engineering operation. If the Customer requires face parts, it is obliged to mark the face sides of the product in the technical documentation and, in the case of aluminium and stainless steel materials, to prescribe sheet metal from one side with foil.
24. Unless stated otherwise in the technical documentation, the Supplier is entitled to replace the specified material with another equivalent material based on the steel marking conversion tables (according to W.Nr., DIN, EN standards, etc.).

Article IV

Method of Contract Conclusion by and between Present Parties

1. The above procedure does not prevent the Supplier and the Customer from entering into the Contract in written form between present parties (i.e. not in the form of acceptance of a proper order or draft Contract, but in the form of a single contractual document).

Article V Amendment/Cancellation of Order and Contract

1. The Customer shall be entitled to cancel the order without any penalty until the moment of the conclusion of the Contract.
2. The Customer may cancel the obligation under the already concluded Contract in writing for any reason (hereinafter also referred to as: "*Contract cancellation*"); however, the Customer shall be obliged to compensate the Supplier for all damage incurred in relation to the Contract cancellation. The Supplier is obliged to confirm the Contract cancellation in writing without undue delay after becoming aware of it. The Contract cancellation shall take effect at the moment the written confirmation of the cancellation is delivered to the Customer by the Supplier. If the Contract is cancelled, the Customer shall be obliged to collect and pay for the ordered and completed performance without undue delay, but no later than within one (1) week following the date of the Contract cancellation. Article VI (9) shall apply mutatis mutandis with the exception of sentence 1 of these GTC.
3. The Customer may change an obligation under the already concluded Contract in writing (hereinafter also referred to as: "*amendment to the Contract*") within the meaning of a change in the content of the Contract under the conditions stipulated in this paragraph; however, the Customer shall be obliged to compensate the Supplier for all damage incurred in connection with the amendment. In the request for an amendment to the Contract, the Customer is obliged to properly specify the change so that it is comprehensible and acceptable to the Supplier without the need to ask for further related/supplementary data. Depending on whether the Supplier is willing/able to accept the requested amendment, without undue delay after learning about the delivery of the request for the amendment to the Contract the Supplier shall either accept or reject the amendment, or ask for other information/supporting documents in order to make a decision. If the Supplier refuses the proposed amendment, the Customer shall be entitled to cancel the Contract in accordance with the conditions set out in the previous paragraph of this article; if the Supplier does not cancel it, the Contract with the content in which it was originally concluded shall apply.
4. The above shall be without prejudice to the provisions of the Civil Code applicable in a subsidiary manner governing other methods of obligation termination.

Article VI Delivery Terms (Time and Place of Performance/Delivery)

1. If the subject of the Contract is the manufacture and delivery of products, the Supplier declares and the Customer acknowledges that such products are special in terms of their shape, material and workmanship (i.e. they are always manufactured on the basis of the Customer's specific requirements defined in the technical documentation), **and therefore these products do not usually have any further use for the Supplier** apart from the delivery thereof to the Customer.
2. The Supplier is obliged to fulfil the subject of the Contract, i.e. deliver the performance corresponding to the Contract within the agreed period of time. The Customer understands and acknowledges that the period of performance is extended by an aliquot number of days during which the Customer is in delay with provision of such information to the Supplier without which the given performance cannot be carried out (e.g. with approval of samples).
3. The **place of performance/delivery** is always agreed in the Contract by reference to a specific INCOTERMS clause.

4. If the Customer requires that the performance is delivered to a place specified by the Customer, the Customer undertakes to pay all the cost associated with transport from the Supplier's registered seat to the place of destination. The Supplier is obliged to deliver the performance to the place of destination in a manner specified by the Customer unless the selected type of transport is technically impossible. If the type of transport selected by the Customer for the given performance is technically possible but obviously unsuitable, the Supplier shall notify the Customer thereof in writing; until the Customer changes the type of transport, the Supplier shall carry out the transport according to the Customer's original request within the originally agreed period of performance.
5. The performance shall be considered delivered once the Customer accepts it at the place of performance at the time of performance/delivery, and if the Customer fails to collect the products at the time of performance/delivery, then at the moment the Customer should have accepted the products but did not do so.
6. **The ownership title to the performance shall pass** to the Customer upon payment of the agreed price and other costs specified in Article VII (2) of these GTC or at the moment of delivery, whichever occurs later (the ownership title shall pass if both conditions are fulfilled cumulatively, i.e. both the delivery of the performance and the payment of the agreed price).
7. **The risk damage to the item - performance shall pass** to the Customer at the moment of delivery of the performance or at the moment of transfer of the ownership title to the Customer, whichever occurs first.
8. If the subject of performance consists in the manufacture and delivery of products and unless otherwise agreed, the products shall be stored and handed over to the Customer on pallets.
9. The Customer shall be obliged to collect the performance at the agreed time, either at the Supplier's registered seat or from the selected carrier at the place of destination if transport to the place of destination has been agreed. If the Customer fails to collect the performance within this period, the Supplier shall be obliged to store the performance at its registered seat at the Customer's expense, which amounts to 0.05% of the price of the subject of performance for each calendar day. If the Customer fails to collect the performance even on the basis of an additional written request by the Supplier, namely within thirty (30) days of the date agreed as the time (term) of performance/delivery, the Supplier shall be entitled to dispose of the performance at the Customer's expense; the Supplier shall be entitled to dispose of the performance even before and without having to send the Customer an additional written request for collection of the performance if the Customer informs the Supplier that the performance will not be collected. If the Customer fails to collect the performance within the meaning of this provision and the Supplier disposes of it, the Customer shall be obliged to pay to the Supplier the entire agreed price or the price increased under the terms and conditions hereof, as well as transport back to its registered seat for storage of the performance, the storage fee and all costs incurred by the Supplier in connection with disposing of the performance. If the performance not collected by the Customer is useful to the Supplier or if it is possible to sell the performance to another Customer, and unless this is prevented by any other factual or legal obstacle (e.g. confidentiality agreement), the Supplier shall be entitled to use the performance for such purposes; even in such an event, the Customer shall be obliged to pay to the Supplier the entire agreed price or the price increased under the terms and conditions hereof, as well as transport back to its registered seat for storage of the performance and the storage fee, unless the parties agree otherwise.
10. The Supplier is not obliged to pay for damages caused by breaching an obligation arising out of the Contract if it was prevented from fulfilling the obligation by a temporary or permanent exceptional, unpredictable and insurmountable obstacle that occurred independently of the Supplier's will. An

exceptional unforeseeable and insurmountable obstacle on the part of the Supplier occurring independently of its will within the meaning of the preceding sentence, which excludes the Supplier's obligation to pay for damages, also means a delay in the delivery or non-delivery of an item/raw material necessary for the production of the ordered performance by the Supplier's subcontractor, which is caused by the subcontractor preferring to supply the item/raw material to another entity in an extraordinary situation caused by an epidemic, natural disasters or other extraordinary events (e.g. the subcontractor's delay in the supply of liquid oxygen because medical facilities are supplied as a urgent priority as a consequence of the need of that item during the SARS-CoV-2 coronavirus pandemic). Where, within the meaning of this paragraph, the Supplier's obligation to pay damages to the Customer is excluded, the Customer shall not be entitled to the payment of a contractual penalty if agreed between the Contracting Parties.

Article VII

Payment Terms

1. The Customer shall be obliged to pay to the Supplier the price agreed in the Contract and the costs specified in the following paragraph of this article. If during the execution of the Contract the prices of the material go up by more than 5% (compared to the prices applicable at the time of conclusion of the Contract), the Supplier shall be entitled to enter into negotiations with the Customer concerning an increase in the price agreed in the Contract so that it takes into account the difference between the original price of the material and the new price of the material. If a new price is not agreed between the Supplier and the Customer without undue delay from the date on which the Supplier launched the negotiations, but no later than within fourteen (14) days of that date, the Supplier shall be entitled to withdraw from the Contract.
2. **Unless expressly agreed otherwise with the Customer, the agreed price for the performance does not include:**
 - Cost of packaging;
 - Cost of the means of securing the goods during transport;
 - Transport costs.

The Supplier shall charge these costs to the Customer by means of an invoice on the basis of the actual amount thereof.

3. The Supplier is entitled to issue an invoice, which is a tax document, (hereinafter also referred to as: *"invoice – tax document"*) in accordance with the terms and conditions agreed in the Contract, and if no terms and conditions are arranged in the Contract, then at the earliest on the day of delivery of the performance to the Customer (which does not prevent the issuance of a pro forma or advance invoice, which is not a tax document). If the products are to be manufactured and delivered gradually and unless otherwise agreed in the Contract, the Supplier shall be entitled to issue the invoice – tax document only for the part of the products it has delivered. The Supplier is obliged to deliver the invoice – tax document to the Customer without undue delay after it is issued, no later than within fifteen (15) days after the taxable supply has been carried out.
4. If the Customer fails to settle any due debt to the Supplier in due time, the Supplier shall be entitled to suspend the performance of all Contracts, i.e. the production and delivery of other performance ordered by the Customer, for the duration of such delay until the due debts have been paid. The Supplier is obliged to inform the Customer in writing about the suspension of production and further delivery of the performance due to the Customer's default in payment of the debt(s); the production and deliveries may only be suspended due to the Customer's delay in payment from the moment the written information is delivered to the Customer. The time/term of performance is extended by the period of time during which production was suspended.

5. The invoice – tax document may be paid by the Customer in cash at the Supplier's registered seat, into the Supplier's bank account or to the carrier in the form of cash on delivery.
6. Should the Customer be in delay with the payment of a price or advance, the Customer shall be obliged to pay to the Supplier a contractual penalty for each day of delay in the amount of 0.05% of the due amount per day unless a different amount of the contractual penalty is agreed in the Contract for such violation.

Article VIII Rights Arising from Defective Performance and Warranty

a) *Rights arising from defective performance*

1. Performance shall be considered defective if it does not correspond to the Contract in terms of its properties and quality. If less than the agreed amount of performance is delivered, it shall not be considered a defect, but a delay in delivery on the part of the Supplier.
2. The Customer shall be obliged to check the performance at the time when it is obliged to accept the performance as arranged.
3. If the Customer finds out that **the performance shows defects**, the Customer shall be obliged to claim the defects to the Supplier in writing (hereinafter also referred to as: "*complaint*") without undue delay after having been able to identify the defect. At the same time, the Customer is obliged to duly specify to the Supplier in writing:
 - **What specific performance is concerned**, in particular, due specification of the Contract or order, specification of the delivery note, if a product is concerned, also part number, or other specification as required by the Supplier;
 - **What amount of the performance is defective**;
 - **What the defect consists in (a precise description of the defect)**; and
 - **What right arising from defective performance the Customer has chosen**.

A complaint that does not contain all the particulars specified in this paragraph shall not be considered proper. If the Client does not complete the incomplete complaint even at the Supplier's request within the time limit provided by the Supplier, the complaint shall be rejected by the Supplier prior to its objective assessment due to the impossibility of its objective examination. The Customer shall not have the right arising from an evident defect if it fails to send a proper complaint to the Supplier no later than within seven (7) days of the date on which it was supposed to accept the performance.

4. The Customer shall be obliged to notify the Supplier in writing that a smaller quantity than agreed has been delivered and what quantity is missing, no later than within seven (7) days of the date that the Customer should have accepted the performance, otherwise it shall apply that the performance was delivered in the agreed quantity unless the Parties agree otherwise. Within the same period of time, the Customer shall be obliged to add to the written notice documents or other evidence confirming the Customer's findings; if the delivery of a smaller quantity of goods is not certified in a timely manner, it shall be understood that the performance was delivered in the agreed quantity unless the Parties agree otherwise. The Customer understands and acknowledges that prior to transport of the performance from the Supplier's registered seat, the performance is recorded in packing lists and, at the same time, usually weighed, i.e. the Supplier has documents proving the quantity of the performance delivered/sent to the Customer.

5. A hidden defect may not be claimed after two (2) years of delivery.
6. Rights arising from defective performance are established by a defect (evident or hidden) that the performance shows at the moment the risk damage to the item is transferred (although it may manifest itself later). Therefore, the rights arising from defective performance cannot be successfully exercised in relation to an item (product, performance) which was free from defects at the moment of passage of the risk of damage to the item, i.e. in accordance with the provisions of the Contract, if the defect (destruction, deterioration) occurred subsequently, for example, as a result of the item being incorporated into a machine or another unit for which the item was intended.

b)
Warranty

7. The Supplier provides a warranty of six (6) months for the performance under the Contract. By providing the warranty, the Supplier undertakes that the performance will be fit for use for the usual purpose or that it will retain its usual properties for that period of time.
8. The warranty period shall start at the moment the Customer is supposed to accept the performance under the Contract.
9. The Customer shall not have the right out of the warranty if the defect was caused by an external circumstance (e.g. an activity carried out by the Customer or a third party or an event of force majeure) after the passage of the risk of damage to the item. Therefore, the right arising out of the warranty for the item (product, performance) that was free of defects at the time of passage of the risk of damage to the item, i.e. in accordance with the provisions of the Contract, cannot be successfully exercised and the defect (destruction, deterioration) occurred subsequently, for example, as a result of the item being incorporated into a machine or another unit for which the item was intended.
10. If the Customer finds out that **the performance shows defects** covered by the warranty, the Customer shall be obliged to claim such defects in writing (hereinafter also referred to as: "**complaint**") without undue delay after having been able to inspect the performance and identify the defect, but no later than within the complaint period determined by the warranty period. At the same time, the Customer is obliged to duly specify to the Supplier in writing:
 - **What particular performance is concerned**, especially by duly specifying the Contract or order, by specifying the delivery note, if a product is concerned also part number, or by means of other specification as required by the Supplier, so that the defective performance can be accurately identified;
 - **What amount of the performance is defective;**
 - **What the defect consists in (a precise description of the defect); and**
 - **What right arising from defective performance, or warranty respectively, the Customer has chosen.**

A complaint that does not contain all the particulars specified in this paragraph shall not be considered proper. If the Client does not complete the incomplete complaint even at the Supplier's request within the time limit provided by the Supplier, the complaint shall be rejected by the Supplier prior to its objective assessment due to the impossibility of its objective examination.

c)

Common provisions for rights arising from defective performance and warranty

11. Neither the rights arising from defective performance nor the rights arising from warranty of the Customer shall be affected if the defect was caused by the use of an item (material) handed over by the Customer to the Supplier, or if the defect in the performance was caused by the Supplier's action carried out according to the documents handed over by the Customer to the Supplier. **This shall not apply** if the Supplier proves that it has warned the Customer of the unsuitability of the item (material) or of the action and the Customer insisted on using it, or if the Supplier proves that it was not able to determine the unsuitability of the item (material) or action even when exerting sufficient care. The agreed time/term of performance shall be extended by the period from the date of sending the information on the unsuitability of the item (material) or action to the date on which the Supplier receives an instruction from the Customer on how to proceed further. If the Customer does not notify the Supplier within one (1) week whether or not it insists on using the unsuitable item (material) or action, it shall be understood that it instructed the Supplier on the last day of that period of time that it insisted on using the unsuitable item (material) or action.
12. A complaint (i.e. exercise of the right arising from defective performance or the warranty) shall be lodged by the Customer in writing either by a letter delivered to the address of the registered seat of the Supplier, by fax or in electronic form through a data box, by e-mail or in a similar manner.
13. The Supplier shall review the complaint within thirty (30) days from the date it was duly lodged. No later than without undue delay after the expiry of the period for reviewing the complaint, the Supplier is obliged to inform the Customer in writing whether or not it accepts the complaint, including the reasons for not accepting it where applicable. If the Supplier accepts the complaint partially, it is obliged to specify it so that it is clear what part of the complaint it has and has not accepted. The period of time for reviewing the complaint shall not start before the Customer delivers a proper complaint to the Supplier and before the Customer provides the Supplier with all necessary cooperation within the meaning of the following paragraph of this article.
14. When handling a complaint, the Customer is obliged to provide the Supplier with all necessary cooperation as required by the Supplier, especially in the form of handover of the defective performance, provision of pictures of the defective performance in sufficient quality and resolution (so that the defect is obvious in the pictures), or if this is not sufficient for the Supplier, then allow the Supplier to inspect the defective performance, etc. (it depends on the kind of performance, quantity of defective performance and kind of the claimed defect in every single case). The Customer understands and acknowledges that if the Supplier fails to provide the required cooperation, the complaint shall be rejected by the Supplier prior to its objective assessment due to the impossibility of the objective examination thereof.
15. If the performance is defective and if it is a fundamental breach of the Contract, the Customer shall have the following rights arising from defective performance (alternatively):
- An adequate discount off the price;
 - Repair of the performance;
 - Delivery of a new performance (replacement of the defective performance);
 - Withdrawal from the Contract.
16. If the performance is defective, and if it is not a fundamental breach of the Contract, the Customer shall have the following rights arising from defective performance (alternatively):
- An adequate discount off the price;
 - Repair of the performance;
 - Delivery of a new performance (replacement of the defective performance).

Article IX
Personal Data Protection

As regards personal data protection, the Supplier refers to the document called: "*Privacy Statement*", which is published on the Supplier's website www.laser-tech.cz.

Article X
Closing Provisions

1. Where these GTC require a written form of a legal act, this form shall be fulfilled if the document is sent in paper form, by fax, by e-mail or in any other similar manner.
2. These GTC have been drawn up in several language versions; in case of differences between the language versions, the Czech version shall prevail.

Given in Olomouc, dated 1 August 2021

Representing LASER-TECH, spol. s r.o.:

.....
RNDr. Jaroslav Grézl,
Executive Director

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Bc. Ivana Tichá,
Executive Director