

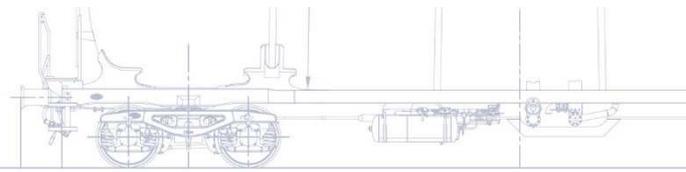
GENERAL TERMS AND CONDITIONS OF BUSINESS

1. INTRODUCTORY PROVISIONS

- 1.1 The subject of these General Terms and Conditions of Business (hereinafter the **“Terms”**) is the setting out of legal relations between Legios Loco a.s., registered number: 29153492, registered office: Karla Engliše 3201/6, Smíchov, 150 00 Prague 5, entered in the Commercial Register maintained by the Municipal Court in Prague, file reference: B 18854 (hereinafter the **“Contractor”**), and its customers (hereinafter a **“Client”**, the Contractor and the Client are hereinafter referred to jointly as the **“Contracting Parties”** and singly as a **“Contracting Party”**) during the manufacture and delivery of the Contractor’s products to the Client and/or delivered on its account based on a contract concluded between the Client and the Contractor (hereinafter a **“Product”**), whether this concerns a purchase contract, performance contract, other contractual type or unspecified contract (hereinafter a **“Contract”**).
- 1.2 The subject of these Terms is also the setting out of legal relations between the Contractor and the Client during a repair to a Product based on a Contract concluded between the Client and Contractor. The provisions of these Terms governing the manufacture and delivery of a Product apply, as appropriate, to a repair to a Product.
- 1.3 Unless expressly agreed otherwise, these Terms are an integral part of each Contract concluded with the Client, regardless of whether it is concluded in writing or using electronic communication (e.g. a simple e-mail order).
- 1.4 In the event of a conflict between the provisions of a Contract and these Terms, the provisions contained in the Contract apply, unless the Contracting Parties agree otherwise.
- 1.5 The current text of these Terms is always published at the Contractor’s internet address: www.legios.eu.

2. CONCLUSION OF CONTRACT

- 2.1 At the Client’s request, the Contractor will send the Client an offer to manufacture and deliver a Product of the Contractor in accordance with the requested technical specifications (hereinafter an **“Offer”**).
- 2.2 An Offer usually contains the quantity, type and technical specifications of the Product, the price for manufacture and delivery of the Product, the delivery terms, including the date of delivery, the payment terms and the Offer’s validity.
- 2.3 The price for the manufacture and delivery of the Product specified in the Offer excludes value added tax, other taxes and levies and also costs and charges for transport, unless the Offer specifies otherwise.
- 2.4 A request for the submission of an Offer or a proposal for the conclusion of a Contract (hereinafter an **“Order”**) delivered to the Contractor by the Client does not create, of itself, an obligation of the Contractor to manufacture or deliver a Product and, as such, does not establish any rights and duties of the Contracting Parties. Performance will be rendered by the Contractor after the conclusion of the Contract in accordance with the conditions specified therein.
- 2.5 A Contract between the Contractor and the Client is concluded (a) upon the signature of a written Contract by the two Contracting Parties, (b) by confirmation (acceptance) of a written or e-mailed Order, where for

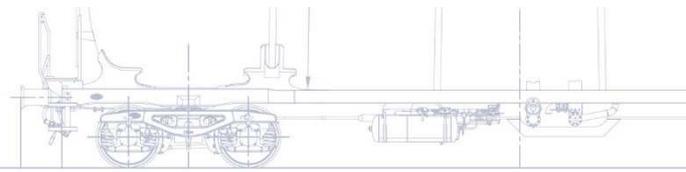


such case confirmation through a simple e-mail message from an authorised representative of the Contractor is sufficient.

- 2.6 An Order must contain, at least, the designation of the Client, the quantity and type of the Product, the price, the delivery terms and the date of delivery. In the event an Order does not meet the aforementioned requisites, the Contractor will draw the Client's attention to the errors in the Order and ask the Client to effect a remedy. Until an Order is expressly confirmed (accepted) by the Contractor, the Client is not bound to make performance to the Contractor.
- 2.7 By sending a proposal for the conclusion of a Contract (Order), the Client agrees without reservation to these Terms.
- 2.8 If the Contractor confirms a draft Contract (Order) of the Client with an amendment or deviation that does not substantially amend the conditions of the Contract, such confirmation is not the acceptance of the Offer or conclusion of the Contract, but merely a new Offer.
- 2.9 In the event the Contractor, within seven (7) days of the receipt of an Order, does not deliver confirmation (acceptance) of the Order, the Contractor shall be regarded as having not accepted the Order.

3. PRICE AND PAYMENT TERMS

- 3.1 The amount of the price and currency is stipulated in an Offer.
- 3.2 The price is specified excluding VAT. The price will include VAT in accordance with the relevant legal regulations valid as of the date of taxable supplies.
- 3.3 The price is regarded as having been paid on the day the whole outstanding amount is credited to the Contractor's account.
- 3.4 The Contractor will bill the price to the Client under an invoice issued based on a delivery bill/handover record confirmed by the carrier, Client or other person authorised by the Client.
- 3.5 The price is payable within fifteen (15) days of the issue of a proper invoice with the requisites of a tax document by the Contractor, unless the Contract provides otherwise.
- 3.6 In the event that an invoice's due date is on a Saturday, Sunday or public holiday, the Client shall pay the invoice no later than the last previous business day.
- 3.7 The Client shall pay the Contractor an advance by the deadline and in the currency and amount specified in the Contract, if agreed by the Contracting Parties, based on a pro forma invoice issued by the Contractor. In the event the Client is late paying a pro forma invoice, the deadline for delivery of the Product will be extended by the period of delay.
- 3.8 The Contracting Parties are authorised to unilaterally change the numbers of their bank accounts, of which they will inform the other Contracting Party a sufficient time in advance. The aforementioned changes do not have an influence on an invoice's due date.
- 3.9 In the event the Client is in arrears paying the price or part thereof, a pro forma invoice or any amount



resulting from the Contract or related thereto, the Contractor is entitled to a contractual penalty totalling 0.03% of the outstanding amount for each day of delay that begins, unless the Contract provides otherwise. Paying a contractual penalty shall not mean the Contractor is not entitled to damages.

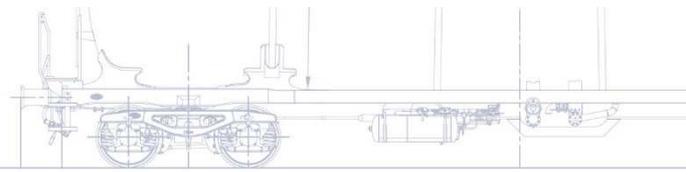
- 3.10 In the event of a delay longer than thirty (30) days paying any amount arising based on this Contract, the Contractor is entitled to suspend manufacture and delivery of the Product, until the payment in full of all outstanding amounts by the Client, including interest and charges. In such case the Contractor is not late with the delivery of the Product.
- 3.11 The Client is not entitled, without the Contractor's prior written consent, to assign, pledge or unilaterally set off any receivable or other right resulting from a Contract or related thereto.

4. DELIVERY TERMS

- 4.1 Unless the Contracting Parties agree otherwise, the place of delivery of a Product is the Contractor's premises, in accordance with the EXW delivery term: Loco a.s., Husova 402, Louny, Czech Republic, in accordance with INCOTERMS® 2010.
- 4.2 Delivery under a Contract will be understood to mean a state where the Product is ready for acceptance by the Client at an agreed place and time.
- 4.3 Acceptance under a Contract will be understood to mean a state where the Product, delivered at an agreed place and time, is accepted by the Client.

The Contractor will notify the Client of the date of handover of the Product no less than two (2) business days in advance. In the event the Client, Client's authorised representative or carrier it designates does not arrive at the handover, the Product will be regarded as having been properly delivered on the third (3rd) business day following the day of planned handover specified in the Contractor's notification. In such case the Contractor's obligation to deliver the Product in full and on time is discharged on the day of planned handover stated in the Contractor's notification and the Contractor is also entitled to damages that it incurs in connection with the non-acceptance of the Product by the Client.

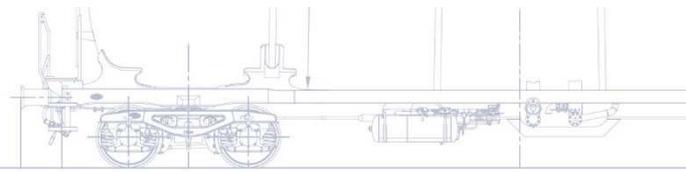
- 4.4 The Client, Client's authorised representative or carrier it designates will accept a Product that is delivered in accordance with the Contract and by signing confirm the acceptance of the Product on the delivery bill/handover record. The delivery bill/handover record must contain the serial number, a designation of the Client, the type and quantity of the Product delivered, the date and place of delivery/acceptance.
- 4.5 By signing the delivery bill/handover record the Client, Client's authorised representative or carrier it designates confirms that the Product was accepted in the agreed quantity, quality, that it checked the type, kind, colour and state of the Product and agrees to it. The Contractor's duty to deliver the Product is discharged upon the signature of the delivery bill/handover record.
- 4.6 The Client, Client's authorised representative or carrier it designates will accept a Product in the event it does not have defects and outstanding work preventing use. In the event of minor defects and outstanding work not preventing the use of the Products, the Client, Client's authorised representative or carrier it designates states them in the delivery bill/handover record and also agrees with the Contractor a reasonable deadline for the correction of such defects and outstanding work. A written record of the correction of such defects and outstanding work is again drafted by the Contracting Parties.



- 4.7 In the event the Client, Client's authorised representative or carrier it designates unreasonably refuses to accept a Product, without further action it will be regarded as having been handed over on the day the Client, Client's authorised representative or carrier it designates refuses to accept it.
- 4.8 The Contractor will hand over to the Client, together with a Product, the relevant technical documentation for the Project, if it is provided with regard to the Product's character, in one counterpart, and also documents necessary for use and repair of the Product (e.g. the user manual, service conditions, maintenance manual, etc.). The Contracting Parties also take note that all rights to technical documentation handed over by the Contractor to the Client and the information contained in it are a trade secret of the Contractor.
- 4.9 Technical documentation serves solely for the operation, maintenance and repair of a Product delivered based on a Contract.
- 4.10 Technical documentation cannot be, without the Contractor's express prior consent, provided and/or made available by the Client to any third party, otherwise the Client is liable to the Contractor for the damage it causes through such action.
- 4.11 The Client is entitled to provide and/or disclose the technical documentation to third parties even without the Contractor's consent solely in the following cases: (i) for the purposes of maintenance of a Product delivered based on a Contract, (ii) for the purposes of repairs to a Product delivered based on a Contract, (iii) for the purposes of deliveries of replacement parts and components for a Product delivered based on a Contract. When making technical documentation available in the cases specified in this paragraph the Client shall notify the relevant third party to which the technical documentation will be disclosed that it is a trade secret of the Contractor.
- 4.12 In the event of a delay by the Contractor delivering a Product for more than thirty (30) days, the Client is entitled to a contractual penalty totalling 0.03% of the price of the Product the Contractor is late delivering for each subsequent day of delay, starting on the thirty-first (31st) day of delay. The total amount of this contractual penalty is, however, limited by an amount corresponding to 5% of the price of the Product the Contractor is late delivering. The agreed contractual penalty represents lump-sum damages.

5. MANUFACTURE

- 5.1 The Contractor shall, when manufacturing a Product, proceed based on requirements of the Client stated in the Contract and in accordance with the relevant technical documentation.
- 5.2 Any change to the Client's requirements for a Product must be agreed in writing between the Contracting Parties, where, in order to exclude all doubts, the Contracting Parties are obligated to state in such agreement what Products the required change will affect and their influence on the price and date of delivery of the Product. An agreement in accordance with the above will be concluded by the Contracting Parties in the form of a written amendment to the Contract.
- 5.3 The Contractor will ensure that a Product is manufactured by workers meeting the necessary qualification requirements.
- 5.4 The Client is entitled to perform its own checks and monitoring of a Product's manufacture at the Contractor's place of business, at its own expense. In such case the Client has to notify the Contractor of an



inspection at least five (5) business days in advance, where the Contracting Parties will subsequently agree on the time of a check.

5.5 The use of replacement material during the manufacture of a Product of the same or higher quality as is prescribed in the technical documentation does not require the Client's consent.

6. LIABILITY FOR DEFECTS

6.1 Unless a Contract provides otherwise, the warranty term is six months.

6.2 The Contractor provides the Client with a quality warranty stating that a Product will be fit for use in the sense of the relevant legal regulations during the warranty term.

6.3 The warranty does not apply to parts delivered by the Client or accessories whose renewal is a matter for running maintenance. (or any damage caused by parts delivered by the Client)

6.4 The warranty term starts to run from the handover of a Product to the Client under a handover record without defects and outstanding work preventing the proper use of the Product.

6.5 The Client shall make claims under defects in a Product without undue delay after it ascertains a defect or could have ascertained it while exercising due diligence, but no later than the end of the warranty term, otherwise the Contractor is not liable for defects in a Product.

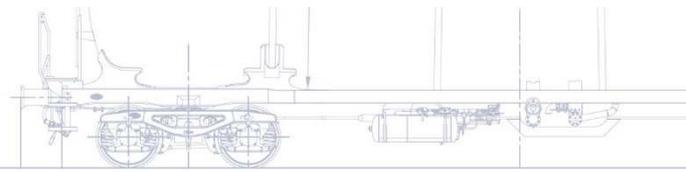
6.6 The Client must make claims about defects in writing to the address reklamace@legios.eu and they must contain the following information: (i) a precise designation of the Product complained about, including the production or serial numbers, (ii) the number of units complained about, (iii) a detailed description of the defect, (iv) photographic documentation, (v) the place the Product complained about is located.

6.7 The Contractor provides the Client with a warranty term only in the event the Client does not breach any of the conditions specified below: (i) the Product must be used in accordance with its technical designation, in the manner usual for its use, with the relevant due diligence and in accordance with the technical documentation for the Product and not exposed to unpermitted overburdening or load, (ii) the Product cannot be altered, improved, changed and/or disassembled by the Client and/or third parties without the Contractor's prior written consent, (iii) maintenance of the Product must be performed in accordance with the maintenance manual in full and on time, (iv) spare parts other than genuine spare parts or parts of a corresponding quality cannot be built into the Product, (v) the Product cannot be damaged as a consequence of an accident or intentional or negligent action by the Client and/or a third party.

6.8 In the event of a breach of one of the terms specified in Article 6.7 of the Terms, the warranty term ends as of the day before the day on which the breach of the term occurred, regardless of fault by the Client. In the aforementioned cases the Contractor is not liable for Product defects.

6.9 The Client is not entitled to the free provision of a replacement Product during the performance of warranty repairs. The Client is not entitled to claim from the Contractor the costs of renting a Product and other costs it incurs in connection with making a claim under liability for Product defects.

6.10 The Contractor undertakes, within ten (10) business days of the day of delivery of a written complaint, to send the Client its statement on a complaint made. The procedure for complaint proceedings and the



method of dealing with a complaint about defects will be determined by the Contractor.

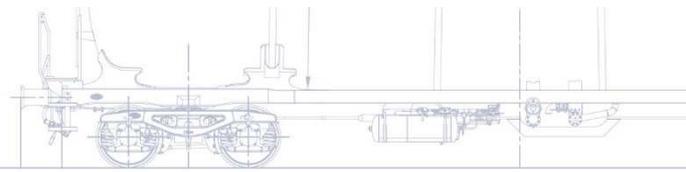
- 6.11 The Client shall promptly make a Product complained about available to the Contractor for the purpose of an inspection. The Contractor is entitled to request that the Client brings the Product to the Contractor's place of business. The costs of bringing the Product in will be paid by the Contractor, if the Contractor decides that a complaint is legitimate. In the event the Client does not provide the Contractor with cooperation in this sense, the Contractor is not late correcting a defect complained about.
- 6.12 The Client is not entitled to remove and/or arrange the removal of defects in Products complained about independently or through a third party, without the Contractor's prior written consent.
- 6.13 The Client is not entitled to withhold the price or part thereof due to Product defects.
- 6.14 Section 1925 of the Civil Code applies to damage arising as a consequence of a Product defect. In such case the Contracting Parties also agree that any damages the Client may request from the Contractor will be limited to an amount corresponding to 5% of the price of the Product in which the defect occurred.

7. RISK OF DAMAGE AND RESERVATION OF OWNERSHIP RIGHT

- 7.1 The risk of damage to a Product is transferred to the Client (i) at the moment of the acceptance of the Product by the Client under a record, or (ii) at the moment the Client was under a duty under Article 4.5 or Article 4.9 of the Terms to accept the Product and did not do so for reasons that are not on the part of the Contractor.
- 7.2 A Product is owned by the Contractor until the payment in full of the price. The Client undertakes that, until the payment in full of the price, it will not transfer the ownership or user right to a Product (or part thereof) to a third party.
- 7.3 Unless specified otherwise, the ownership right is transferred from the Contractor to the Client at the moment of the crediting of the price in full to the Contractor's account.

8. FORCE MAJEURE

- 8.1 Force majeure will be understood to mean an extraordinary and unavoidable event outside the control of the Contracting Party that refers to it, which could not have foreseen it when concluding the Contract, and that prevents it from performing its obligations resulting from the Contract. The Contracting Party referring to force majeure will notify the other Contracting Party of the arising of the force majeure situation and its causes promptly, within no more than three (3) days of its occurrence, by fax or e-mail, with subsequent confirmation by registered letter. In the same manner, the other Contracting Party will be informed that the force majeure circumstances have passed. On request, the Contracting Party referring to force majeure will submit to the other Contracting Party credible evidence of such fact.
- 8.2 In the event that force majeure lasts for more than sixty (60) days, meaning the aggregate of individual cases of force majeure, the other Contracting Party is entitled to withdraw from this Contract or, in an amendment to the Contract, agree on the further approach to the manufacture and delivery of the Product.
- 8.3 Unless the Contracting Parties agree otherwise in writing, the contractually agreed dates for delivery of a



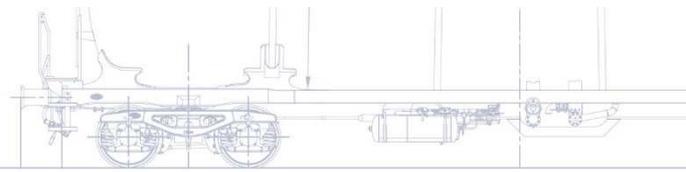
Product will be put back by the duration of the force majeure circumstances.

9. CONFIDENTIALITY

- 9.1 All information that the Client learns and all documents it obtains in connection with a Contract or Product will be regarded as confidential and trade secrets of the Contractor, and the Client is obligated to maintain confidentiality about them and not disclose such information or documents to any third party or the public, even after the end of the contractual relationship with the Contractor.
- 9.2 Cases where the Client discloses such information as a part of the performance of a statutory duty or discloses it to persons that have a statutory duty to maintain confidentiality about it will not be regarded as a breach of confidentiality
- 9.3 In the event of a breach of confidentiality in accordance with Article 9.1 and 9.2 of the Terms, the Client will pay the Contractor a contractual penalty totalling CZK 10,000 for each individual breach. This provision on a contractual penalty will not affect the Contractor's claim for compensation for damage in full.

10. TERMINATION OF CONTRACT

- 10.1 Unless the Contracting Parties agree otherwise, a Contract is concluded for an unfixed term. Each Contracting Party can terminate a Contract without giving a reason. A notice period lasting three (3) months starts to run on the day of delivery of written notice to the other Contracting Party. Notice must be delivered to the other Contracting Party by registered letter and must be signed by the authorised representative of the relevant Contracting Party.
- 10.2 The termination of a Contract does not end claims for damages and penalties arising due to a breach of the Contract before its termination, the duty to maintain confidentiality, the warranty for quality regarding the Products handed over and other provisions whose nature or the will of the Contracting Parties indicates, with regard to the method of termination of the Contract, that they should apply even after the termination of the Contract.
- 10.3 A contract is terminated based on an agreement between the Contracting Parties and also in the event of the dissolution of one Contracting Party without a legal successor.
- 10.4 Mutual final settlement of the rights and duties under a Contract will be performed by the Contracting Parties in connection with the termination of the Contract for any reason (i.e. including withdrawal) no later than thirty (30) days after the termination of the Contract.
- 10.5 Either of the Contracting Parties is entitled to withdraw from a Contract, if so allowed by the Contract or for the statutory reasons and in the manner stated in the law. A Contract terminates as of the day of delivery of an expression of will of the relevant Contracting Party directed towards withdrawal from the Contract. The effects of withdrawal are governed by the Civil Code.
- 10.6 Each Contracting Party is entitled to withdraw from a Contract also in the event that, in relation to the other Contracting Party, it is found to be insolvent (regardless of the legal effect of such decision) or if the other Contracting Party submits a debtor's insolvency application against itself.
- 10.7 Withdrawal from a Contract must be in writing and is effective as of the day of delivery to the relevant



Contracting Party.

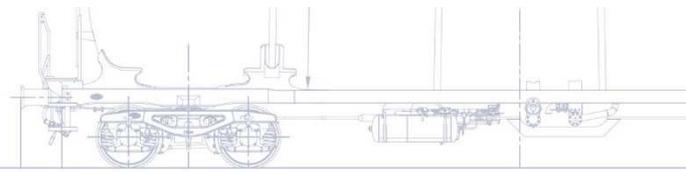
- 10.8 In the event a Contract is terminated for any reason, the Contractor is entitled to the payment of part of the price for the Product or part thereof that was produced as of the day the Contract's effect terminated. The Contractor shall determine this Product or a part thereof within ten (10) days of the day of termination of the Contract, so that the price can be settled in accordance with Article 10.4 of the Terms.

11. DELIVERY

- 11.1 A document that is to be delivered under a Contract to the other Contracting Party (notification, notice, withdrawal from contract, complaint about defects, etc.) is delivered on the day of its acceptance by the other Contracting Party or the day it was delivered in person or through a postal licence holder to the registered office of such Contracting Party and accepted by a person authorised in accordance with the entry in the Commercial Register to act for the company or an employee authorised to accept documents. In the event of doubts, an employee that confirmed acceptance after the words "accepted on" with the date, his signature and the company's stamp is regarded as being authorised to accept documents. Otherwise, the provisions of the Civil Procedure Code on delivery to legal entities apply, as appropriate, to the delivery of documents.
- 11.2 The Contracting Parties undertake that in the event of a change of their registered office or other contact information, they will inform the other Contracting Party of such change within no more than three (3) days of the change and, if they breach this duty, a document will be regarded as having been delivered following a vain attempt to deliver it to the original address.

12. CONCLUDING PROVISIONS

- 12.1 The conclusion of a Contract cancels the validity of any previous agreement or correspondence concerning the content of the Contract between the Contracting Parties.
- 12.2 The legal relationship established by a Contract is governed by the legal order of the Czech Republic. The Contracting Parties agree the UN Convention on Contracts for the International Sale of Goods does not apply.
- 12.3 The Contracting Parties will first attempt to resolve all disputes resulting from a Contract by friendly agreement. If, however, a dispute cannot be resolved by friendly agreement and unless agreed otherwise, the Contracting Parties undertake to submit a dispute for a final decision to the District Court for Prague 5, or the Municipal Court in Prague if a regional court has jurisdiction as the court of first instance.
- 12.4 Any contractual penalty claimed based on a Contract is payable within thirty (30) days of receipt by the Contracting Party making the claim for payment of the contractual penalty.
- 12.5 The international terms and conditions valid for the carriage of goods issued by the International Chamber of Commerce in Paris (INCOTERMS® 2010) are used to interpret the delivery terms used.
- 12.6 In the event a provision of a Contract is invalid or ineffective, or an alteration to legal relations not specified by the Contract occurs, the provisions of Act No. 89/2012 Coll., the Civil Code, whose content and purpose are closest to the content and purpose of the Contract will be used.



- 12.7 Only these Terms apply to the legal relationship established by a Contract. The application of any other business terms of the Client to the legal relationship between the Client and the Contractor established by a Contract is prohibited, even in the event that specific provisions of the Contract or the Terms do not conflict with such business terms of the Client.
- 12.8 The Contractor reserves the right to amend the Terms. In the event of a planned amendment, the Contractor will notify the Client of the amendment no less than thirty (30) days before the effective date of the new text of the Terms. The Client is entitled to withdraw from a Contract in the event it does not agree to the new text of the Terms. In such case the Client is not entitled to claim damages, lost profit or make other related claims. The Contractor is entitled to compensation for damage that is incurred through withdrawal from the Contract.
- 12.9 The Contracting Parties confirm that they familiarised themselves in full with the text of the Terms and had the option of expressing their opinion on them and influencing their text.
- 12.10 These Terms come into effect on 1 November 2016.