General Terms and Conditions for foreign trade

1. Preamble

1.1. Workswell s.r.o. (hereinafter the „Supplier“) is a technological, development and sales company operating on the Czech and the Slovak markets with the registered office in Prague, Czech republic.
Key objectives of the company are the development of new trends in non-contact temperature measurement using thermal cameras and industrial pyrometers, supplying industrial fields including the building industry, food industry, chemical industry, security technologies along with integration into industrial processes as an element of input-output control.

1.2. The Company is distributor and developer of the thermal-systems, thermal cameras, pyrometers and other sytems (hereinafter the “Goods”). For these Goods Company provides servicing support (hereinafter “Services”).

1.3. By concluding a purchase agreement for Goods or the Services, Supplier and the Buyer (hereinafter also called the “Contracting Parties”) confirm their consent to the present General Terms and Conditions (hereinafter the “Terms & Conditions”) which regulate legal relations between Supplier and the Buyer during the supply of the Goods and Services under the purchase agreement or the contract for work (hereinafter the “Contract”). Unless stipulated otherwise by the Contract, the present Terms and Conditions shall govern the legal relation that has been established between a buyer/party ordering the Goods or Services (hereinafter the “Purchaser”) and Supplier as the seller/producer of the Goods or provider of the Services regardless of the particular type of contract that has been concluded between them. Specification of the Goods or Services is defined by the Contract either in the form of a bilateral written agreement between the Buyer and Supplier which is specifically designated as the Contract, or in the form of a written order and its written confirmation as identical expressions of will concerning the content of the Contract.

2. Contractual Documents

2.1. The document regulating the obligations between Supplier and the Buyer concerning the supply of the Goods or Services, i.e. individual terms and conditions agreed between Supplier and the Buyer is the Contract concluded between the Supplier and the Buyer These Terms & Conditions form an inseparable part of the Contract concluded between Supplier and the Buyer , and the Contracting Parties may modify or exclude individual provisions of the Terms & Conditions by an express arrangement in the Contract.
A specification of individual items of deliveries of the Goods, Works or Services may also be implemented through Buyer’s orders confirmed by Company. A confirmed order shall be considered as a Contract.

3. Order and purchase (agreement)

3.1. Presentation of the Goods is provided by the Supplier on website or in other form of advertisement.

3.2. The Supplier processes the Offer based on the request of the Buyer. Request can be made in written form or by the communication tools as email or telephone. The offer contains Goods or Services details and specifications, quantity, price, form of payment, place and time of fulfillment. It also contains Supplier's and Buyer's identification details.
Acceptance of the offer the Buyer confirms by the binding order. The order must contain same

information as Offer. Goods and Services specifications and details, quantity, price, form of payment, place and time of fulfillment.

3.3. In special case can be agreement required in written form.

3.4. The Purchase Agreement is created by the acceptance of the Purchase Order, i.e.:
-by the delivery of the written (or telephonic) confirmation to the Purchaser; or
-by handing over the Goods to the Purchaser in the OEZ warehouse; or
-by handing over the Goods for transport to the Purchaser if agreed so between the Contracting Parties.

3.5. After agreement conclusion is the Buyer obliged to pay the agreed price and accept the Goods and the Supplier is obliged to send the Goods and transfer the property rights.

4. Price

4.1 The Price shown on the Supplier's website is approximate. It can be changed due to taxes, legal changes, exchange rate and other reasons. Price does not include transport charges, insurance and export and/or import charges or duties including without limitation sales tax, value added tax and other.

4.2. The price is individually calculated based on Buyer's order. Price includes price of Goods, Services and other fulfillment.

5. Payment

5.1. The Buyer is obliged to pay purchase price properly on time in accordance with the agreement. If the due date of the invoice is not set expressly, the invoice must be payed within 14 days from delivery of the invoice.

5.2. The Supplier is entitled to demand part of purchase price after conclusion of the purchase contract, before delivery of the Goods (payment in advance). The amount of advanced payment is settled in Supplier's offer and it can reach up to 100% of the purchase price. This amount must be payed based on Supplier's proforma invoice, which is delivered immediately after conclusion of the agreement. Due date of this proforma invoice is 7 days after delivery of the invoice. After proper payment is Supplier obliged to proceed to item of the purchase. If the payment in advance is not realized, the Supplier is entitled to withdraw from the contract.

5.3. The Buyer is obliged to pay the remaining part of the price after delivery of the purchase item. The contractual parties may arrange that the remaining part of the price can be payed in installments.

5.4. The purchase price is payed based on Supplier's invoice. The invoice must contain requirements of the accounting document.

5.5. In case of Buyer's delay has the Supplier right to demand interest on arrears for each day of the delay.

5.6. The Supplier transfers the property right after proper payment of the purchase price.

6. Delivery

6.1. The Supplier delivers object of the purchase at named place chosen by the Buyer. Delivery by carrier is payed by Buyer.

6.2. The Supplier fulfills his obligation to pass the object of the purchase by the moment, when he

allows disposition with the object. In case of delivery by the carrier is the obligation fulfilled by passing objet to the carrier. The property right is transferred after full payment of the purchase price. The Supplier is obliged to pass the documents related to the object of the purchase.

6.3. The Buyer is obliged to provide cooperation to proper delivery of the subject of purchase. If the required cooperation is not provided by the Buyer it is considered as a delay in acceptance of the Goods. The Supplier delivers Goods at alternative place or in alternative time. In the case of Buyer's delay has Supplier right to demand contractual penalty, which is 0,05% of the purchase price for every day of delay. The contractual penalty does not release the Buyers obligation to pay the whole purchase price properly and does not exclude the Suppliers claim for damages arising from breaching the contract.

6.4. Acceptance of the Goods must be confirmed on the transmitting protocol. The Buyer is obliged to check the condition of the item of the purchase immediately after acceptance. Damages or other defects, (not caused by the delivery) of the item of purchase must be reported to the Supplier immediately.

6.5. Any claims for loss, damage or mis-delivery thereafter shall be filed with the carrier.

6.6. Acceptance shall constitute acknowledgment of full performance by Supplier of all obligations under the contract except as stated in Section 9 (Limitation of Warranties).

6.7. The Supplier reserves the right to make delivery of Products by installments and to tender a separate invoice in respect of each installment. When delivery is to be by installment or the Supplier exercises its right to deliver by installments or if there is delay in the delivery of any one or more installments for whatever reason the Buyer shall not be entitled to treat the Contract as a whole as repudiated.

7. Withdrawal from the contract

7.1 The Buyer is authorized to withdraw from the contract by paying withdrawal fee and according to following conditions. The Buyer can cancel commitment before delivery of the object of the purchase. The commitment can be canceled only as whole The commitment is canceled by paying of 90% of the purchase price and withdrawal must be realized in written form.

7.2. The Supplier is authorized to withdraw from the contract in case of breaching the contract and the purchase price is not payed properly and on time. The withdrawal must be realized in written form and it's effective by delivery.

7.3. Between contractual parties is concluded contractual penalty in case of breaching of contract or not paying the purchase price properly and on time. The contractual penalty is 0,5% of the purchase price for each day of delay. he contractual penalty does not release the Buyers obligation to pay the whole purchase price properly and does not exclude the Suppliers claim for damages arising from breaching the contract The contractual penalty must be payed within 10 days from delivery of the payment notice. If the delay of the Buyer exceeds 30 days the Supplier is authorized to withdraw from the contract. If the Supplier withdraws from the contract, in case of Buyer's delay, he is authorized to demand contractual penalty which is 90% of the purchase price. If the Buyer payed advanced payment, this payment is considered as a payed part of contractual penalty. The Buyer is obliged to pay the contractual penalty within 5 days from delivery of the written withdrawal from the contract.

8. Warranty

8.1. The Supplier is responsible for the defects or damages in the object of the purchase, which existed at the time of transfer of the Buyer's risk. For defects that arise later is the Supplier responsible only in case of breaching obligations. The Supplier is not responsible for damages that are caused by using material that provided the Buyer or insisted on using it.

8.2. The Supplier warrants that the object of the purchase will have the usual features for the certain period of time (guarantee period) and will be eligible to use. The guarantee period for Goods is 12 months, for the other fulfillment is the guarantee period 6 months. The guarantee period starts from the day of reception of the goods or services marked on transmitting protocol.

8.3. From the warranty are excluded damages, occurred in guarantee period, caused by external events, third party or force majeure. Especially are excluded defects caused:

a) improper, inadequate action, handling or storage. Installation, operation or use contrary manuals, instructions and rules.

b) mechanical damage and ware

c) ware caused by use or service life

d) modifications and repairs made by the Buyer or third person
e) natural elements or force majeure

8.4. The duration of the guarantee period is proved by acquiring document (invoice etc.) and by transmitting protocol with date of reception. In case of not proving the duration of the guarantee period the Supplier is not responsible for damages.

8.5. The Buyer is obliged to handle and dispose with the goods with required care. The Buyer is obliged to announce the damages without undue delay. The Buyer is obliged to announce the hidden defect without delay, immediately when he found it out, but no later that 12 months from reception of Goods and no later that 6 months from reception of the services and other fulfillment. The Buyer notifies the damages in written form. In the event that the Buyers delivers a faulty item to the Suppliers office or is obliged to protect it and to prevent damages. The delivery must be marked as "claims/reclamation" and must contain at least the claimed object of purchase (including accessories), a copy of the purchase receipt or invoice, transmitting protocol, a detailed description of the defect and the time of discovery and the contact details of the Buyer.

8.6. The Supplier will verify the legitimacy of the claim without undue delay, but no later than 5 days from reception of the claim. If the Supplier accepts the claim, he is obliged to remove defects without undue delay, if possible within 30 days.

8.7. If not agreed otherwise, the Supplier removes the defect by repairing the object of the purchase or by the delivering missing parts. The Supplier can also remove the defects by delivering new product. If this kind of removing is not possible, the Supplier offers discount.

8.8. If the Supplier doesn't accept the claim (it is not legal liability or warranty), he is authorized to charge the costs for the verification of the claim. The Buyer is obliged to pay the costs by the due date in invoice delivered by the Buyer. The Supplier also advise to the Buyer the method, price and timing of the removal of the defect and can offer the removal for the financial compensation.

9. General provisions

9.1. Notwithstanding anything to the contrary in these Conditions, the Supplier shall not be liable to the Buyer for any loss or damage which may be suffered by the Buyer as a direct or
indirect result of the supply of Products or Services being prevented, delayed or rendered uneconomic by reason of circumstances or events beyond the Supplier's reasonable control. If due to such

circumstances or events the Supplier has insufficient stocks to meet all its commitments the Supplier may apportion available stocks between its customers at its sole discretion.

9.2. These Terms and Conditions become effective on the date of publication.

10.Final provisions

10.1. Legal relations arising from the Contract, a part of which is formed by Terms & Conditions for Foreign Trade, are governed by Czech law with the exclusion of the Vienna UN Convention on Contracts for the International Sale of Goods.

10.2. The Contracting Parties undertake to ensure that all disputes that may arise between Company and the Purchaser with regards to the interpretation or performance of the Contract, Terms & Conditions for foreign trade and/or the Business Contract for Specific Foreign Trade shall be solved in an amicable manner. If the dispute cannot be settled amicably and the Contracting Parties do not agree otherwise, all disputes shall be finally settled with the exclusion of general courts of the Czech Republic.
The Terms & Conditions are governed by Czech law, particularly by Act No. 89/2012 Coll., the Civil Code.