

# GTC – General Terms and Conditions of ALBIXON a.s.

## (contract for work and contract of sale)

(effective from 1 November 2015)

These General Terms and Conditions of ALBIXON a.s. (hereinafter referred to as the "GTC") shall govern all relationships arising from contracts for work and contracts of sale entered into by ALBIXON a.s. and form an integral part of such contracts (hereinafter referred to as the „Contract“). Any deviating arrangements in such individual Contracts shall take precedence over these Terms and Conditions.

### 1. Scope and Parties

- 1.1 ALBIXON a.s., as the supplier (possibly also designated as the contractor), undertakes to carry out for the customer (possibly also designated as the client) the work (hereinafter also referred to as the "Subject of the Contract") agreed in the contract for work (hereinafter also referred to as the „Contract“) and the customer undertakes to take over the work and pay the price to the supplier.
- 1.2 ALBIXON a.s., as the supplier (possibly also designated as the seller), undertakes to provide to the customer (possibly also designated as the buyer) the item which forms the subject of sale, i.e. a product or goods (hereinafter also referred to as the "Subject of the Contract"), in accordance with the contract of sale (hereinafter also referred to as the „Contract“) and allow the buyer to acquire the ownership title to such an item and the buyer undertakes to take over the item and pay the purchase price to the seller.
- 1.3 By signing the Contract, the customer also confirms that they are entitled to enter into the Contract and that they have sufficient funds of their own to pay the price for the Subject of the Contract.

### 2. Place and time of performance and requirements for construction readiness

- 2.1 By signing the Contract the customer expressly states that the land on which the Subject of the Contract is to be installed (placed) under the Contract (hereinafter referred to as the "Place of Performance") is their property or that they have received consent to such installation from the owner of the land. At the supplier's request, the customer is obliged to demonstrate ownership of the land or consent of the land owner to perform the work (installation) on their land. The customer represents that they are aware of the properties of the Subject of the Contract and the demands on loading, transport, unloading, construction preparation and construction completion in the Place of Performance (installation). The supplier is not responsible for the loading, transport and unloading of things required to meet the supplier's obligations if they are transported by the customer.
- 2.2 Within the term stipulated in the Contract, the customer is obliged to prepare the necessary areas in the Place of Performance for placing the Subject of the Contract under the conditions specified in the Contract, including its annexes, the GTC and all technical data sheets and construction preparation documents as per the type of product. When construction readiness is provided, the customer also undertakes to report this fact to the supplier (by email or in writing) and to hand over the Place of Performance (construction site) prepared in this manner to the supplier within the same period of time for the purposes of delivery (installation) of the Subject of the Contract. The customer under the contract for work or their representative holding an undersigned power of attorney shall always attend the siting and installation, carried out by the technicians of ALBIXON a.s. The customer shall be responsible to ensure that a sufficiently large area complying with the installation requirements is always prepared for the installation of the Subject of the Contract and that the actual sizes, shapes and dimensions in the Place of Performance match the sizes, shapes and dimensions required by the supplier for the purposes of trouble-free installation and operation of the Subject of the Contract in the Place of Performance. The customer shall be responsible for the consequences of poor construction preparation, which may result in deteriorated operation or properties of the Subject of the Contract, even if these deficiencies are identified during or after the commencement of installation or after delivery of the Subject of the Contract by the supplier. The customer shall provide the supplier with barrier-free access to the Place of Performance with the Subject of the Contract. If the customer fails to provide barrier-free access to the Place of Performance, they shall bear all the costs associated with the placement of the Subject of the Contract in the Place of Performance (e.g. using a crane truck, building and other modifications of the Place of Performance or its vicinity, actions of the supplier other than those specified in the Contract, etc.) and the supplier is not obliged to meet their obligations arising from the Contract until the customer provides such access.
- 2.3 For the specification of all requirements for construction preparation and installation conditions for all types of swimming pools see the annex to the Contract – the respective Technical Data Sheet
- 2.4 Delivery of the swimming pool using a truck with a hydraulic arm, the specification of requirements is binding under the conditions set forth in the Technical Data Sheet – see the respective section.
- 2.5 If the supplier delivers the Subject of the Contract prior to the completion of construction preparation or in unsuitable weather (clauses 2.9 and 2.10 of the GTC), the customer undertakes to take over the Subject of the Contract, i.e. movable objects for performing the work, from the supplier and keep them in the Place of Performance (clause 2.1 of the Contract). The supplier shall then install the Subject of the Contract after carrying out construction preparation and in suitable weather within a period of time specified by the supplier in advance or stipulated in the Contract. This shall be without prejudice to clause 5.1 of the GTC. The customer shall pay the price of the work (additional payment) in full upon takeover of the items which form or will form the subject of the work and provide for the necessary number of people competent for unloading and the required equipment (handling machinery) on the date of installation commencement, handover or sale - see clause 2.2 or 2.3 of the Contract.
- 2.6 For the specification of all requirements for construction preparation and conditions for commencing installation for all types of enclosures see the annex to the Contract – the respective Technical Data Sheet
- 2.7 If the customer fails to provide the required construction preparation or if the required construction conditions in the Place of Performance become inadequate due to poorly performed construction work, natural or other effects, the supplier shall bear no responsibility for any impaired functionality, total malfunction of the product or any consequential damage.
- 2.8 For the specification of all requirements for construction preparation and conditions for commencing installation for all types of products see the annex to the Contract – the respective Technical Data Sheet
- 2.9 The customer undertakes to respect the supplier's instructions as well as those of their employees and persons authorized by the supplier while storing, installing and operating the Subject of the Contract and in connection with construction preparation and completion and to confirm (send) in writing/by email compliance with all their obligations (Notice of Construction Readiness and, for overflow swimming pools, Report on Siting/Measurement of the Foundation Slab for an Overflow Swimming Pool), which is a condition for the commencement of the supplier's work in the Place of Performance. The customer is responsible for any damage incurred due to persons procured or authorized by them, designated to handle the Subject of the Contract under clause 2.3 of the Contract. If the customer does not attend the installation of the Subject of the Contract or the takeover of the Subject of the Contract personally, they are obliged to appoint a responsible, competent person, authorized for this purpose in writing, to do so, otherwise the supplier is not obliged to perform the installation.
- 2.10 The supplier undertakes to deliver the Subject of the Contract to the customer within the term agreed in the Contract, provided that this term and the period of time after expiry of this term until the date of delivery of the Subject of the Contract do not include days with rainy weather and days when the outside temperature drops below 10°C or exceeds 30°C during the day. The term for delivering the Subject of the Contract shall not start before the customer's obligations toward the supplier are met.

- 2.11 If the customer undertakes to purchase the Subject of the Contract at the agreed site of the supplier, the customer shall do so within five (5) days of the date specified in the Contract as the shipment date (the date on which the Subject of the Contract is ready for handover directly to the customer or to the forwarder to be transported to the customer).
- 2.12 If, subject to the supplier's consent, the agreed Subject of the Contract is changed less than two (2) days prior to the agreed shipment date, the customer shall pay to the supplier a compensation of costs determined by the supplier as a lump sum, which shall not exceed 1% of the price of the Subject of the Contract.
- 2.13 If the customer is not the final recipient of the Subject of the Contract, the customer shall always attend the handover (unloading) of the Subject of the Contract, in particular from the forwarder, and properly inspect the Subject of the Contract prior to takeover and specify any identified defects in the transport document (CMR), otherwise they shall be responsible to the supplier for any and all defects that could be identified during takeover or for which it is disputable whether they occurred prior to the takeover of the Subject of Contract, and for the supplier's costs associated with the removal of such defects.
- 2.14 When taking over (unloading) the Subject of the Contract, the customer shall proceed in accordance with the supplier's manual for the unloading of goods and provide, at their own cost, for the disposal of packages from the Subject of the Contract, unless the final recipient does so or is obliged to do so. The costs incurred by the supplier due to the customer's breach of this obligation shall be paid by the customer immediately.
- 2.15 If the transport of the Subject of the Contract is provided by the customer at their expense, the customer shall inform the supplier thereof, at least one (1) working day prior to the loading of the Subject of the Contract at the supplier's site, indicating the license-plate number of the truck which is to transport the Subject of the Contract.

### 3. Price conditions

- 3.1 The price for the delivery of the Subject of the Contract and the method of its payment are laid down in the Contract.
- 3.2 If, at the time of taxation, i.e. on the date of handover of the Subject of the Contract or payment of the price, a different regulation on VAT is in effect than on the date of execution of the Contract, the supplier shall adjust the agreed price in compliance with the new legal arrangement. The Parties undertake to respect this adjusted price. The adjusted price shall have an impact on all the provisions of the Contract. If the customer does not have a valid VAT Registration Number (DIČ) assigned for the purposes of VAT in the specific EU member state on the date of delivery of the goods or provision of the service, the customer is obliged to pay to the supplier an amount equal to the VAT applicable in the Czech Republic on the date of delivery of the goods or provision of the service. The price for the delivery of the Subject of the Contract shall be increased by this amount.

### 4. Conditions for the execution of the work

- 4.1 Within the agreed terms, the customer shall provide to the supplier the Place of Performance for the execution of the work, with the required construction preparations complying with the conditions agreed in the Contract and the GTC, free of any third-party rights. The customer shall be responsible to make sure that the Place of Performance (execution of the work) corresponds to the agreed conditions and undertakes to pay to the supplier, in addition to the agreed price, also the costs associated with any additional work, if applicable, performed by the supplier if the Place of Performance (construction site) does not meet the agreed conditions or the Subject of the Contract (work) cannot be delivered in particular for reasons of insufficient construction readiness on the part of the customer. These costs shall especially refer to overhead, storage and transport costs. In that case the supplier has the right to determine that the date of handover of the work is the day on which the Subject of the Contract could be delivered (installed) but for reasons of especially insufficient construction readiness on the part of the customer or lack of information on construction readiness provided to the supplier, this installation was not possible. At the same time the supplier may require the customer to pay all of the agreed payments (including the payments stipulated in the second sentence) prior to the installation.
- 4.2 If needed, the customer shall provide and, at the request of the supplier, submit a valid building permit to perform construction activities, including installation of the Subject of the Contract, or demonstrate compliance with other obligations arising from the legislation if they are to be fulfilled in this connection, and shall be responsible to make sure that the proper performance of work by the supplier will not be disturbed by interventions of third parties. The customer shall be responsible for the consequences of poor construction preparation, consequences of poorly performed finishing construction work, in particular arising from failure to respect the instructions of the supplier indicated in the approved annexes to the Contract and other related documents (handover protocols, descriptions of construction preparation and finishing, organization of installation operations, rules of operation, etc.) – these documents form an integral part of the Contract. The customer shall be responsible for the consequences of the installation of the Subject of the Contract in the Place of Performance as well as for the operation of the equipment in the Place of Performance, its security and proper marking to ensure that it does not result in any injuries, accidents, etc.
- 4.3 In case of delivery, installation, repairs or maintenance of a swimming pool and its accessories, the customer shall provide the supplier, at the customer's own expense, a sufficient volume of water for the partial filling of the pool frame (approx. 3 – 4 m<sup>3</sup>). In addition, the customer shall provide absolutely barrier-free and safe access and ensure sufficient electricity supply for the supplier, with access to its functional source no farther than 15 m from the Place of Performance, or installation of the Subject of the Contract, and provide the supplier with the necessary assistance. In case of delivery, installation, repairs or maintenance of a whirlpool bath, the customer shall provide the supplier, at the customer's own expense, a sufficient volume of water for the filling of the whirlpool bath (approx. 1 m<sup>3</sup>).
- 4.4 The customer shall be responsible to make sure that the layout of the construction site (place of installation and its vicinity) does not prevent the delivery (installation) of the Subject of the Contract and that the sizes and dimensions in the Place of Performance are consistent with trouble-free installation. The actual sizes and dimensions of the subject of performance can be produced with spatial, shape and production tolerances and accuracy of +/- 3 cm compared to the data indicated in the Contract. In case of greater differences, the price of the product can be adjusted, subject to agreement, proportionally to such differences.
- 4.5 Each party is entitled to have a handover protocol drawn up by the supplier on the performance or delivery of the Subject of the Contract, in which the customer shall expressly confirm whether they take over the Subject of the Contract with or without reservations. Each party is entitled to express their objections in the handover protocol and the existence of disputable issues does not prevent the protocol from being signed – the Parties shall only limit themselves to stating the existence of such disputable issues in the protocol.
- 4.6 The supplier shall meet their obligation to perform or hand over the Subject of the Contract by allowing the customer to handle the Subject of the Contract and shall report this to the customer. This shall be without prejudice to the customer's obligation to take over the Subject of the Contract. Services, maintenance, postponed payments, consultancy and organization of delivery offered in quotations and promotional materials shall be expressly stated in the executed Contract, arranged and approved by both Parties. These are billed or arranged items and need to be ordered. If a quality guarantee is agreed between the customer and the supplier, it shall be governed by a special document on the guarantee period. In that case such a document shall be an integral part of the contract for work.
- 4.7 The supplier is not obliged to perform or hand over the Subject of the Contract or provide the customer with any other services if the customer is in default in making any payment or any other performance arising from any contract entered into with the supplier. The supplier is not in this case in default in meeting their obligation and the time for performing any obligation of the supplier arising from any contract entered into with the customer shall be prolonged by the time of the customer's default.

## 5. Ownership title and risk of damage

- 5.1 The ownership title to the Subject of the Contract shall be acquired by the customer only upon full payment of the agreed price (reservation of ownership). The customer shall bear the risk of damage to the Subject of the Contract (item produced) as soon as they take it over or, if they do not take it over, as soon as the supplier allows them to handle the Subject of the Contract and reports it to them. This shall apply, mutatis mutandis, even if the Subject of the Contract involves turnkey construction. The customer shall bear the risk of damage to individual items in the place of handover, occurred during the supplier's absence in the Place of Performance. If, during the execution of the Subject of the Contract, the Subject of the Contract or its part is damaged or stolen etc., the supplier shall remove such damage, subject to the customer's payment of an amount specified by the supplier as the costs which may be incurred by the supplier for the removal.
- 5.2 The Subject of the Contract is protected by the intellectual property rights as a utility model and industrial design. The customer may use the trade marks, trade names, domain names and any other marks and symbols, photographs, videos, animations and other materials of the supplier only for the purpose of designation and promotion of goods exclusively subject to the prior written consent of the supplier's representative and only to the extent specifically granted in the consent. The customer shall not use the trade marks, trade names, domain names and any other marks and symbols, photographs, videos, animations and technical documentation for any product of the supplier. The customer shall not abuse them in their favour for their other business activities without the express and specific consent of the supplier, in particular they shall not be used for any other purpose than for a specific product (enclosure or another product). The aforementioned shall not be used in particular for the promotion of other products sold by them, they shall not be modified or passed off as another product to avoid the risk of confusion, etc. General consent shall not apply in this regard. For these purposes, the supplier's representative refers to only these 3 persons on the part of the supplier: Sales and Marketing Director, Export Director and CEO. Each party undertakes to guarantee the safety and confidentiality of all the provided data. This shall also apply to the use of industrial property rights applicable to the delivered goods. Breach of these rights shall give the supplier the right to compensation of damage caused and other remedies provided for the protection of their rights under the law. The supplier is entitled to use, without any limitations and free of charge, photographs and other pictures (their copies) of the Subject of the Contract supplied by the supplier for their marketing purposes, for the promotion of their products, in particular at their web page and the web pages of their business partners and in other informational and advertising documents as it is installed in the place of actual placement, and this also applies to other marketing materials of the customer related thereto.
- 5.3 The Subject of the Contract (item) can be labelled with the trade mark ALBIXON or IdealCover, Brilix, Glong, or any other trade marks legitimately used by the supplier. The customer undertakes to use these trade marks only on the Subject of the Contract (item) supplied by the supplier.
- 5.4 No provision of the Contract and the GTC shall be construed as a transfer of the rights stipulated in clauses 5.2 and 5.3 of the GTC to the customer or as a provision of a license for their use to the customer. The customer is aware of the supplier's prominent position on the market and undertakes to protect their good name in public. In case of negative media presentation, the supplier shall be entitled to compensation of damage caused by that presentation.
- 5.5 The customer shall not be entitled to provide login data to the supplier's web portal and to other web portals available to the supplier or other information systems of the supplier or to disclose to any other party information from materials intended only for the customer.
- 5.6 If the customer fails to pay the agreed price duly and in time, the supplier shall be entitled, in compliance with clause 5.1 of these GTC, to remove the Subject of the Contract, including accessories, from the Place of Performance at the customer's expense and for this purpose the customer expressly grants the supplier their consent to enter the Place of Performance where the Subject of the Contract is located. The customer shall not be in that case entitled to any payment from the supplier, in particular to the payment of damage to the Place of Performance necessary to exercise the supplier's right as stipulated in the previous sentence.
- 5.7 In case of the customer's default in taking over the Subject of the Contract or in paying (e.g. of the advance), the supplier shall be entitled to sell the Subject of the Contract (item) conveniently, subject to prior notice to the customer, having provided the customer with a sufficient (additional) term for complying with their obligation which shall be at least one month.
- 5.8 These GTC also include the rights and obligations as stipulated in the Handover Protocol and Operating Conditions for Retractable Enclosures, Terraces, Swimming Pools and Waste Water Treatment Plants Supplied by the Supplier, with which the customer has been acquainted and with which the customer shall properly acquaint the person, especially the end user, before the Subject of the Contract is handed over to them.

## 6. Rights arising from defective execution

- 6.1 The supplier shall be responsible to make sure that the Subject of the Contract is executed in accordance with the Contract and these GTC and in line with the generally binding legal regulations of the Czech Republic. The customer shall be responsible to make sure that they meet all of their obligations arising from the contract for work and these GTC, especially Article 4. Conditions for the execution of the work.
- 6.2 The customer has acquainted themselves with the method of execution of the Subject of the Contract and its properties, with its technical description and parameters, with the working procedure and its results, with any possible deviations that do not prevent the ordinary use of the Subject of the Contract, with the materials used and their properties, with the demands on maintenance and operation of the Subject of the Contract. The customer has been acquainted with the contents of the texts of other documents which form integral parts of the Subject of the Contract, in particular with the text and contents of the applicable Handover Protocols and the drawings illustrating the building workflow and completion of the swimming pool frame. The customer has expressly acquainted themselves with the construction preparation process necessary to meet the supplier's obligation, to be provided by the customer prior to the installation of the Subject of the Contract in the Place of Performance, and with the recommended process of construction completion after the execution (handover) of the Subject of the Contract by the supplier. The customer has been particularly acquainted with the necessity to embed the technology box in concrete as well as with the necessity to use concrete under the stairs in case of supply of fibre-glass or foil swimming pool (Tropic etc.). For all types of enclosures it is necessary to exercise special caution in case of any handling of the product and its parts, especially taking into account the safety of children. The customer has been also acquainted with information on the scope, conditions and method of exercise of responsibility of ALBIXON a.s. for defects to products and services (see the Complaints Rules of ALBIXON a.s.). Changes in shape, dimensions or properties caused by poor construction preparation or completion, due to underground or rain water, pressure of earth or other external effects are not a reason for complaint. Colour and other changes of the material or the inside, caused by biological, chemical, thermal or other physical phenomena and effects, such as the effects of high temperature above the permissible limit, temperature of swimming pool water above 29°C, failure to maintain the quality of water in the swimming pool within the specified pH values (7.2 – 7.6) and Cl values (0.3 – 0.6 mg/l), effects of chemical substances in the air, accumulation of rain water or swimming pool water in the enclosure rails, presence and existence of algae, condensation of water vapours in the chambers of the material used for enclosure panels, intrusion of insects, etc., are not a reason for complaint. Any possible colour changes on the plastics used for the production, especially for the production of plastic swimming pool frames and technology boxes, are not a reason for complaint due to the reasons above. The customer notes that materials directly intended for the specific type method of use, i.e. for the production of enclosures, are used for the production of the enclosure structure and enclosure panels. Due to the phenomena and effects above, the flat enclosure panels may be deformed (bent). This deformation is a natural property of the materials used for

production, does not prevent the use of the Subject of the Contract and is not a reason for complaint. The surface treatment of the structural elements of the enclosure is made in accordance with the standards intended for this type of use and is regularly checked and certified. Connecting and anchoring materials of special stainless steel alloys (rivets, screws, threaded rods, locking elements, plugs, etc.), intended for this type of use, i.e. for the production of enclosures, are used for the production of enclosures. Special stainless steel alloys are also used for the production of some parts of accessories for the swimming pool technology, such as pool steps, stainless steel caps for accessories, etc. The customer has been acquainted with the method of maintenance of stainless steel parts of the swimming pool accessories and of the enclosure. If there are colour or other changes (rust, oxidation, etc.) on the structural, connecting and anchoring parts of the enclosure or swimming pool accessories, they are not a reason for complaint and complaints do not cover such changes. These potential changes may only be caused by negative external effects not specified above or by other negative effects due to poor operation, unprofessional handling, higher and incorrect concentrates of chemical compounds, etc. In case of supply and installation of a whirlpool bath, slight unevenness and deformation may occur on the frame and on the side panels of the bath (unevenness on the acrylate surface of the bath surface, unevenness and bending on side panels). This unevenness and deformation occurs during the challenging and complex production of the whirlpool bath and has no effect on the functionality or life of the product; they are not considered to be defects and do not give reason for complaint. Whirlpool baths panelled with natural timber (teak) may undergo colour changes in the course of time due to exposure to sunlight or due to weather conditions. During the first months after installation, the colour of the natural material changes due to the effects of UV rays. This colour change does not have any effect on the quality of the material. If you want to retain the original colour of the panelling, it is necessary to maintain the cabinet continuously by means of special oil-based products. The frequency of reactivation of the surface of the natural material always depends on the position of the whirlpool bath. If the whirlpool bath equipment also includes a built-in radio (TV), the functionality of the radio (TV) may be limited by poor or absent signal reception. This is not a reason for complaint. For other binding specifications and conditions see technical data sheets – respective product chapters.

- 6.3 The Subject of the Contract does not include (unless expressly agreed otherwise) construction preparation and completion work, pressure testing, installation of pool steps, filling with water, commissioning of the subject of performance, wiring and its commissioning, connection or protection of electrical equipment. The customer has been notified of the necessity of professional, safe connection of electrical equipment relating to the work and its inspection prior to connection to the electrical grid and commissioning. The price of the Subject of the Contract is consistent with the achieved quality.
- 6.4 The customer's right due to defective performance shall arise from a defect to the Subject of the Contract at the time of transfer of the right of damage to the customer or a defect which occurs later, caused by the supplier by breaching their obligations. Rights due to defective performance shall be otherwise governed by the provisions of the Civil Code and the Complaint Rules of the supplier with which the customer has been acquainted in the point of sale.
- 6.5 In case of identification of defects, the customer undertakes to proceed as economically as possible in favour of both Parties. The supplier recommends to the customer to submit complaints only after all the available options for removing such alleged defects have been used. The supplier recommends to the customer to prefer remote consultations with the supplier (phone, email) to a visit by technicians, for the purposes of establishment of the actual condition of the item and instructions, if applicable, for performing minor repairs through the customer's self-help. These recommendations protect the customer, preventing costs associated with a potentially unnecessary visit to solve an unjustified complaint. If the customer, in spite of the aforementioned, requires a visit and it is demonstrably established on the site that the complaint is not justified, the customer shall pay to the supplier the costs of the unnecessary visit. In case of complaint, the customer shall proceed in accordance with the supplier's Complaint Rules, in particular to properly fill in the Complaint Protocol and attach photographs of the Subject of the Contract to it, along with the defects claimed, otherwise the customer shall be liable to the supplier for any costs incurred by the supplier in connection with the exercise of the rights from such defects, including its removal.
- 6.6 The customer understands that potential repairs may result in aesthetic changes, which shall not be deemed as a reason for further complaints. The supplier shall not be responsible for losses and changes to the product caused by failure to operate the Subject of the Contract. Defects shall not include normal wear and tear, damage and natural process of ageing of materials and the subject of performance.
- 6.7 The supplier shall not be responsible for defects originating from inappropriate use of the Subject of the Contract in conflict with its purpose of use, from inadequate maintenance and from failure to comply with operating instructions and recommendations of the supplier, which are binding upon the customer, from the absence of any arrangements in the Contract, from failure to use the supplier's offer of modifications and services and for other damage caused by a defect to the Subject of the Contract in connection with failure to meet the supplier's instructions and recommendations stipulated in the Handover Protocols, Installation and User Manuals, Instructions for Operation and Maintenance, in the Construction Preparation document, etc. The enclosure is always provided with the surface treatment laid down in the Contract. If the enclosure structure is not surface treated, the supplier prohibits any use of active oxygen chemistry (ozone chemistry). The supplier also recommends enclosures with three and more supporting profiles on the module, with a cross-section of 50 x 70 mm. The supplier shall solely decide on the structural design of the enclosure and the arrangement of structural elements. The guarantee shall not apply to the replacement of parts subject to wear (bulbs in swimming pool lamps, electrodes for the treatment of swimming pool water, starting capacitors for pump motors, fuses, etc.), to replaceable seals on all parts of the technology, parts of pool vacuum cleaners and pool accessories subject to wear, colour changes especially to technology penetrations (nozzles, skimmers, swim jet heads), to mechanical damage, wear and tear, abrasion, wearing, scratching, especially on movable mechanical parts, components and elements (e.g. tracks, guide rails, hinges, doors, face panels, securing elements, sliding parts, etc. for enclosures), to non-functional mobility of individual enclosure modules if the prescribed construction preparation conditions are not met, in particular in case of installation of low Elegance-type rails, to damage to sealing elements between the modules, to the release of plastic covers and plugs and to the process of natural ageing of materials and goods, to changes of colours and properties of materials and goods caused by chemical and mechanical effects, to the Subject of the Contract or its part to which changes or modifications have been made by the customer and to damage caused by natural disasters, and also in particular to damage caused by wind, water, snow, hailstorm, etc. The customer shall insure the Subject of the Contract against these occurrences, especially to cover damage due to wind. Any repairs associated with the effects specified in this paragraph shall be paid by the customer (or the customer's insurance company) and the repairs shall be always carried out as separate jobs, on the basis of a repair contract only. If the customer is in default in taking over the Subject of the Contract, they shall fully bear any reduction of the value of the Subject of the Contract due to natural ageing in the course of time, due to weather during storage, etc.
- 6.8 The customer acknowledges that advertising messages, images or multimedia presentations are only informative and the agreed Contract is subject to such properties of the item which the Parties agreed on and which were described by the supplier prior to the signing of the Contract.
- 6.9 If the Subject of the Contract is then transported by the customer outside the Czech Republic, the supplier is not obliged to bear the costs, especially of the transport of people or items abroad or back to the Czech Republic, accommodation of people, administrative fees. These costs shall be paid to the supplier by the customer and the supplier is not obliged to start removing the defects if the customer fails to provide the supplier in advance with funds to cover these costs, in the estimated amount.

## 7. Contractual penalties and compensation of damage

- 7.1 If the supplier is in default in performing or handing over the Subject of the Contract, they shall pay to the customer, subject to a tax document - invoice issued for this case by the customer, a contractual penalty amounting to 0.1% of the price of the Subject of the Contract for each day in default, subject to compliance with the customer's obligations stipulated in clause 3.2 of the Contract. This shall not apply if the customer is in default as specified in clause 4.7, 7.2 or 7.3 of the GTC.
- 7.2 If the customer is in default in meeting their obligation as per Article 2 of the Contract or Article 2, 4, clause 2.11 or 10.6 of the GTC, they are obliged to pay to the supplier a contractual penalty of 0.1% of the total price of the Subject of the Contract for each day in default, even if the customer has not caused the breach of the obligation.
- 7.3 If the customer is in default in paying any payment, especially under Article 3 of the Contract, clause 4.1 or 5.1 of the GTC, they are obliged to pay to the supplier a contractual penalty in the amount of the agreed advances as per clause 3.2(a) of the Contract even if the customer has not caused the breach of the obligation. If no advances are agreed, the customer is obliged to pay to the supplier a contractual penalty of 0.1% of the price of the Subject of the Contract for each day in default in meeting the obligation stipulated in the previous sentence.
- 7.4 Payment of the contractual penalty shall be without prejudice to the right to compensation of damage incurred, i.e. also lost profit, even if it exceeds the contractual penalty.
- 7.5 If the customer is in default due to the reason specified in clause 7.2 or 7.3 of the GTC, they shall also pay to the supplier a fee for the storage of the already executed Subject of the Contract or item or items intended for meeting the obligation of the supplier, which the supplier cannot or is not obliged to hand over, the fee amounting to CZK 500 for each day in default.
- 7.6 If the customer is in default as per clause 4.1, 7.2 or 7.3 of the GTC, the supplier is entitled to the payment of the full price of the Subject of the Contract prior to the handover (delivery) of the Subject of the Contract or commencement of its installation, due to loss of trust in the customer. This increase or payment of the entire purchase price shall be governed by all provisions and conditions as those applicable to the originally agreed advance and price and shall affect all other provisions of the Contract. The supplier may extend the term for delivering the Subject of the Contract (clause 2.4 of the Contract) by this period in default and, due to the postponement of the job in the regular production and installation plan, extend this term by additional 30 days; this shall be without prejudice to clause 4.7 of the GTC.
- 7.7 If the customer breaches the obligation under clause 5.5 of the GTC, they are obliged to pay to the supplier a contractual penalty amounting to twenty percent of the price of all the goods supplied to the customer over twelve months prior to this breach.
- 7.8 If the supplier empowers another (third) party to recover their receivables from the customer, the customer shall pay, in addition to the due amount and a contractual penalty, if any, also the costs of recovery of the debt by the third party.
- 7.9 If the customer causes the Contract to be invalid, they are obliged to compensate the supplier for any damage incurred, including lost profit.
- 7.10 The amount of the compensation to be provided by the supplier to the customer for any breach of obligations arising from the Contract shall not exceed fifty percent of the price of the Subject of the Contract.

## 8. Withdrawal from the Contract

- 8.1 The supplier shall be entitled to withdraw from the Contract any time the customer breaches any of their obligations specified in clause 2.2, 2.3, 3.2 of the Contract or in Article 2, clause 4.1, 4.2, 4.3, 5.5 or 10.5 of the GTC. Breach of the obligation as stipulated in the previous sentence shall be deemed as material breach of a contractual obligation. The Contract shall cease to exist at the time of delivery of the notice of withdrawal to the other party and shall not be cancelled from the beginning. Withdrawal from the Contract shall be without prejudice to the right to payment of a contractual penalty or default interest, if accrued, the right to compensation of damage due to breach of contractual obligations and arrangements which are binding, considering their nature, upon the Parties even after withdrawal from the Contract, especially dispute resolution arrangements.
- 8.2 If the customer breaches other obligations than those listed in clause 8.1 of the GTC, the supplier shall be entitled to withdraw from the Contract one-sidedly if it has notified the customer of the breach of obligation in writing, has provided them with a reasonable term for meeting the obligation and the customer has failed to meet the obligation within that additional term.

## 9. Common provisions

- 9.1 The unenforceability, invalidity or ineffectiveness of any provision of these GTC or the Contract shall not affect the enforceability, validity or effectiveness of their other provisions. If any provision of the GTC or the Contract is for whatever reason invalid, especially due to discrepancy with the applicable legal rules, the provisions of a legal regulation which is as close to the invalid provision in its content as possible shall apply. At the request of either party, the Parties undertake to replace the invalid provision immediately with a new provision (arrangement) which governs, in a legally acceptable manner, the mutual rights and obligations of the Parties and expresses their original will in accordance with the intentions contained in such a provision of the GTC or part of the Contract that has lost validity.

## 10. Closing provisions

- 10.1 Individuals representing the customer or acting on their behalf hereby represent that they will satisfy any arising monetary receivable of the supplier which the supplier will have from the customer out of the Contract or these GTC. This secures any obligation, including obligations arising in the future which the buyer, as a debtor, fails to satisfy properly and in time.
- 10.2 If the supplier supplies the customer, after meeting the obligations under the Contract, with other items, e.g. other goods, products, accessories, services, additional work, repairs, etc., the rights and obligations established by that shall be governed by the analogous provisions of these GTC, especially Articles 4, 5, 6 and 7 of the GTC.
- 10.3 The customer represents that they agree that their personal data, whose accuracy they confirm, including their Birth Number, if applicable, as stipulated in contracts and other documents, will be processed by the supplier in accordance with Act No. 101/2000 Coll. and used for the promotion of other services, if applicable, for sending commercial messages, offers in the form of promotion through emails and in-house records and statistics.
- 10.4 By signing the Contract or these GTC, the customer confirms that they have been acquainted with the technical description of the Subject of the Contract, which corresponds with promotional expectations and description, and that they have been provided with sufficient technical information, it has been acquainted with the conditions of operation, service and maintenance and these General Terms and Conditions of ALBIXON a.s., which they consider to be binding and which are marked by the signature of the supplier's authorized person and are at the same time posted at their site.
- 10.5 The provisions of the GTC concerning exclusively the conditions for the installation of the Subject of the Contract shall apply if installation is agreed in the Contract.
- 10.6 For the purposes of mutual communication, organization and installation of the subject of the work, the Parties have agreed that the customer shall, without notice, in writing and demonstrably, inform the supplier of their readiness for the handover of the construction site, i.e. the Place of Performance (clauses 2.2 and 2.8 of the GTC and clause 2.2 of the Contract), no later than on the date specified in clause 2.2 of the contract for work. For this purpose the customer shall use exclusively the email or approved form provided by the supplier. Having received the customer's information on their readiness for the handover of the construction site to the supplier, the supplier shall determine the time, day, month and year for the handover of the construction site and commencement of installation.

On behalf of the customer:

On behalf of the supplier: