

GENERAL TERMS AND CONDITIONS

PE CONSULTING & SORTING s.r.o.

1. INTRODUCTORY PROVISIONS

1.1.

These general terms and conditions (hereinafter referred to as "GTC") govern the terms of service provision between any customer and provider, which is the company PE CONSULTING & SORTING s.r.o., ID: 19395981, with registered office at Příkop 843/4, Brno, 602 00 Brno, registered in the commercial register of the Regional Court in Brno, section C, entry 134407 - on the basis of a contract for the provision of services or any other contract (hereinafter referred to as the "Contract"). These GTC also apply to the framework agreement for the provision of services concluded between the Provider and the customer (hereinafter referred to as the "Framework Agreement").

1.2.

The General Terms and Conditions apply in their entirety, unless the parties agree otherwise in the Contract or Framework Agreement; the content of the Agreement or Framework Agreement is superior to these GTC. The customer's terms and conditions are ineffective and will not become part of the concluded Agreement or the Framework Agreement, unless the Provider expressly agrees to them in writing.

1.3.

The valid and effective GTC, as amended by the date of the conclusion of the Agreement or the Framework Agreement, are the integral part of each Agreement as well as each Framework Agreement.

2. CONCLUSION OF CONTRACT

2.1

The customer may before submitting a binding order (proposal for the conclusion of the Agreement) make a demand to the Provider. The demand is never considered as an order or proposal for the conclusion of the Agreement and its confirmation does not constitute an Agreement between the parties. The demand is a mere request for information related to the provision of services, on the basis of which the customer usually finds information about the capacity of the Provider and in connection with this information also a possible date of provision of the services and the price for the provided services.

2.2

The customer is required to provide correct and complete data related to the requested service. All data in demand are considered by the Provider to be correct and complete. If during the negotiations on the conclusion of the Agreement it turns out that the data provided by the customer in the demand were incomplete or incorrect, the Provider is entitled to terminate negotiations on the conclusion of the Agreement at any time and not to conclude the Agreement. In the event that the Agreement has already been concluded and subsequently it is revealed that the data provided by the customer in the demand which were the basis for the conclusion of the Agreement are incorrect or incomplete, the Provider is entitled to withdraw from the Agreement with effect as of the date of delivery of the withdrawal to the customer.

2.3

The Agreement may be concluded: a) in the form of a separate document signed by the customer and the Provider, the content of which includes, in addition to general requirements, a more detailed specification of services provided or b) in a form of order and its acceptance; The completed information "form/document" of the Provider is also considered an order. The Agreement is concluded at the moment of its signing by the last party or acceptance of the order containing detailed specification of services by the Provider. In addition to its confirmation, the Provider also accepts the order by the Provider starting to perform services according to the Client's order.

2.4

The conditions according to section 2.3 are also applicable to conclusion of partial agreements in accordance with the Framework Agreement concluded between customer and Provider.

2.5

An Agreement may only be concluded in writing while the electronical communication between the parties by e-mail or any other electronical system even without advanced electronic signatures is deemed as conclusion in writing in the case when the Agreement is concluded in form of the order and its acceptance.

2.6

The Customer acknowledges that at the moment of acceptance of the order by the Provider in accordance with point 2.3 of these GTC, the Contract between the customer and the Provider is concluded, therefore any order accepted by the Provider in the manner specified in point 2.3 of these GTC becomes binding. The customer shall not be entitled to unilaterally terminate the order or more precisely Agreement, with the exception of withdrawal on the grounds of a material breach of the order. This shall apply similarly to any other Agreement or partial agreement concluded under the Framework Agreement.

2.7

In case that the customer fully or partially frustrates the performance of the services according to the order accepted by the Provider in the manner described in the section 2.3., i.e. under a concluded Agreement or any partial agreement concluded under the Framework Agreement for any reason on his part, the customer is obliged to reimburse the Provider for any costs incurred in vain. This arrangement does not affect the Provider's right to compensation for damage caused to the Provider by the frustration of the provision of services by the customer and any other claim of the Provider under the relevant legislation, in particular under the provision § 2613 of Act No 89/2012 Coll., The Czech Civil Code, as amended (hereinafter referred to as „CC”).

3. PRICE AND PAYMENT TERMS

3.1

The price for provided services will be charged by the Provider by an invoice on the basis of actual number of hours spent by providing of services which will be stated in the report unless the parties agreed otherwise in the Agreement and/or the Framework Agreement. The report shall contain number of employees, date of performed services, number of hours worked and description of the performed work activity – report will be prepared in electronic form and will be sent to the Customer by electronic mail or standard mail.

3.2

The invoice for the provided services will be issued at the end of each month in which the services were provided or after termination of the provision of services by the Provider, whichever is earlier. The invoice is due in 30 days from the date of issue of the invoice. The Provider shall deliver the invoice to the address of the customer within 7 days from the date of the issue

3.3

The invoice issued by the Provider shall contain the legal requirements of a tax/accounting document.

3.4

We are not VAT payers. The set price for the services provided will therefore be final.

3.5

In case of requirement of special equipment, materials or expertise for provision of services by the Provider, the Provider informs the customer about such requirement. In such case the price for services will be increased by prices, costs and expenses including: a) consumption of materials and resources, which are necessary to provide the services, unless the materials and resources were provided by the customer himself; b) the value of tools and machines used to provide the services, unless the tools and machines were provided by the customer himself; c) the value of work for the provided services.

3.6

In the event of customer's delay with payment for the services, the customer is obliged to pay to the Provider the contractual penalty in the amount of 0,04 % from the amount due including VAT per each day of delay. The contractual penalty does not affect any right of the Provider for damages. In the event of the customer's delay with payment for services longer than 7 days, the Provider is entitled – apart from requiring the contractual penalty – to also suspend any provision of services until the amount due is paid.

4. PROVISION OF SERVICES

4.1

The place of service provision is specified in the Agreement or in the Framework Agreement concluded between the Provider and the customer.

4.2

The provider will provide services to the client properly and on time, in accordance with the Agreement and the Framework Agreement, to the required extent and through its employees.

4.3

The customer shall pay the Provider the price for the rendered services and provide the Provider in particular with the following cooperation when providing the services: a) allow the Provider and its staff, in connection with the provision of services, access to the place of performance, b) specify at the place of performance the area where the Provider and its staff may store the facilities and materials that will be transported to the place of performance for the purpose of providing services, c) enable to the Provider and its staff to use the sanitary facilities at the place of performance (i.e.

toilets, showers, washrooms etc.) and the space where they can leave their personal belongings (i.e. dressing rooms or other similar space designed to leave personal belongings in).

4.4

The customer undertakes during the period of validity of the Framework Agreement or any other Agreement, including partial agreements concluded under the Framework Agreement not to contact any employee of the Provider for the purpose of offering employment or any other similar activity, whether directly or through any third party/entity, and undertakes not to actively seek to terminate the employment relationship between the Provider and any of its employees.

4.5

In the case that the customer, or a person financially or personally linked to him, during the period of validity of the Framework Agreement or any other Agreement including partial agreements concluded under the Framework Agreement or during the two calendar months following the termination of the Framework Agreement or any other Agreement including partial agreements concluded under the Framework Agreement, enters into an employment contract or any other similar contractual relationship (including any business relationship) or into factual work performance with a person, who at any time during the period of validity of Framework Agreement or any other Agreement including partial agreements concluded under the Framework Agreement will be in employment or other similar contractual relationship with the Provider, the customer undertakes to pay to the Provider a contractual penalty in the amount of CZK 50.000.- (in words: fifty thousand czech crowns). This arrangement is without prejudice to the Provider's claim for damages

5. SERVICE DEFECTS, COMPLAINTS, COMPENSATION

5.1

The Provider is obliged to provide services without defects. The defects of the provided services mean the provision of services in breach of the Agreement and/or the Framework Agreement.

5.2

The Customer is obliged to notify the Provider of defects in writing, immediately after their detection, while an e-mail message without a guaranteed electronic signature addressed to: info@peconsulting.cz will also be considered a written form for this purpose. Timely notification of defects is considered if the customer reported the defects within 24 hours of their detection, but no later than 3 months from the date of service provision. If the customer does not report defects in the provided services within the deadlines according to this point 5.2 of the General Terms and Conditions, the provided services are considered to have been provided without defects. Any delay results in lapse of the right arising from defective performance.

5.3

The notification of defects must contain the identification data of the claimed order, a description of the detected defects and documents certifying the legitimacy of the claim (i.e. in particular the PECONSULTING Provider's label, a photo of the defective parts, a visible batch or number of the claimed part, etc.). All data and documents certifying the validity of the complaint must be in Czech or English.

5.4

In case the notification is made in due time according to section 5.2 and the claim is proved by the customer to be justified, the Provider by its choice: a) will repeat the provision of services without

the right to compensation and if the repeated provision of services will be made duly by the Provider, the defective performance is remedied and any claims of the customer concerning the defective performance expire with the exception of claims for compensation of direct loss provided that the Provider is liable for such loss according to the conditions set out below in this article 5 of the GTC, or b) will provide a reasonable discount on the price of the services provided.

5.5

The customer in addition to the claims according to section 5.4 does not have other claims concerning defective performance with the exception of claim for compensation of direct loss provided that the Provider is liable for such loss according to the conditions set out below in this article 5.

5.6

The customer acknowledges that the reinspection or resorting of the parts internally by the customer or by any third party does not constitute a claim for defective performance and in such a case the customer is not entitled to reimbursement of any costs associated with this and the customer will not be refunded unless otherwise in advance and in writing agreed between the Provider and the customer.

5.7

The Provider shall be liable to the customer for damage incurred as a result of a provable and culpable breach of its obligations arising from the Agreement or the Framework Agreement. However, the above does not apply if there are circumstances of force majeure; The Provider is not liable for damage caused to the customer as a result of force majeure.

5.8

In the event that the customer incurs damage for which the Provider will be liable, the Provider will be obliged only to pay provably incurred direct damage, up to a maximum of 80 % of the total invoiced amount to the customer for services provided within one (1) calendar year. For the purposes of this limitation of damages the previous calendar year before the claim for damages shall be decisive. In the event that the customer has not been not invoiced for the entire one (1) calendar year as of the date of claiming damages, then the limitation of damages in the amount of 80 % is to be calculated from the total amount invoiced to the customer so far. If – so far – the customer was not invoiced for the provision of services as of the date of claim, then the limitation of damages in the amount of 80 % is to be calculated from the estimated monthly price of the given contract.

5.9

The Provider is always obliged only to pay provable and direct damage. Therefore, the Provider is not obliged and will not reimburse the customer for any indirect damage, consequential damage and lost profits, in particular it will not reimburse the costs of withdrawing the customer's or his customer's products from the market, the costs of their further inspection etc.

5.10

The Provider will have an insurance contract (liability insurance) with a sufficient agreed limit of indemnity for the entire period of providing services under the Agreement or Framework Agreement and will maintain this insurance contract in force for the entire period of providing services to the customer.

5.11

The customer is always obliged to claim compensation for damages from the Provider in writing, and for this purpose an e-mail message without a guaranteed electronic signature addressed to: peconsulting@info.cz will also be considered a written form.

5.12

In the event that a consumer dispute arises between the Customer and the Provider from the contract for the provision of services, which cannot be resolved by mutual agreement, the Customer may submit a proposal for an out-of-court settlement of such a dispute to the designated entity for out-of-court resolution of consumer disputes, which is:

Czech Trade Inspection

Central Inspectorate - ADR department

Štěpánská 44

110 00 Prague 1

Email: adr@coi.cz

Website: adr.coi.cz

The consumer can also use the online dispute resolution platform established by the European Commission at <http://ec.europa.eu/consumers/odr/>.

6. CONFIDENTIALITY OF INFORMATION

6.1

All facts and information falling within the area of trade secrets, know-how and intellectual property of the customer and the Provider are considered confidential.

6.2

The confidential information that the customer and the Provider communicate to each other, or information that the Provider or customer directly or indirectly finds out during the negotiation or performance of the Agreement or the Framework Agreement shall not be disclosed or reproduced to any third parties. The parties shall keep confidentiality about all confidential information relating to the other party.

6.3

Regardless of the obligations of the parties set forth in section 6.2 of these GTC, the Provider as well as the customer are entitled to make the confidential information available if: a) they receive a written consent for the other party, or b) access to the confidential information is required by law or public authority, or c) it is inevitably necessary for the performance of the Agreement, the Framework Agreement or these GTC to their employees, members of statutory body, directors, advisers or legal representatives.

7. COMMON AND FINAL PROVISIONS

7.1

If the place of provision of services is the site/workplace of the customer, the customer is in accordance with the provision sec. 101(3) of act no. 262/2006 Coll., Czech Labour Code, as amended, the authorized employer. The customer will therefore coordinate the implementation of the measures to protect the safety and health of employees and the procedures for their security

7.2

Legal relationship between the Provider and the customer shall be governed by and construed in accordance with the laws of the Czech Republic with the exclusion of the conflict law rules of the international private law and exclusion of United Nations Convention on Agreements for the International Sale of Goods. Czech courts shall have exclusive jurisdiction in any matters concerning relations between Provider and the customer.

7.3

Each party is entitled to withdraw from the Agreement or the Framework Agreement in written form in the cases explicitly mentioned in these GTC, the Agreement or the Framework Agreement or in the case of material breach of the Agreement or the Framework Agreement. The Agreement or Framework Agreement ceases to exist by the means of withdrawal with the effect from the date of the delivery of the notification of withdrawal to other party. Among others, a delay with the payment for services lasting longer than 14 days and non-cooperation with the Provider during the provision of services agreed in the Agreement or the Framework Agreement are considered material breach of the Agreement or the Framework Agreement.

7.4

The customer shall not be entitled to set off any claims against the claims of the Provider, whether those are claims which originate from the Agreement, the Framework Agreement, are acquired by cession or other means, nor shall the customer be entitled to assign any claims to a third party without prior written consent of the Provider.

7.5

In case that the Agreement or the Framework Agreement refers to specific attachment, the attachment is considered to be integral part of the Agreement or the Framework Agreement. If there is a conflict between the documents themselves or between the documents and GTC, the following order shall be applied: the Agreement, attachments of the Agreement, the Framework Agreement, attachments of the Framework Agreement, the GTC.

7.6

In the event of any discrepancy between English and Czech version of this GTC document/agreement, the Czech version shall prevail.

7.7

In the event any provisions of the Agreement, the Framework Agreement or GTC are held to be invalid or unenforceable, such provision shall not affect the validity or enforceability of other provisions of the Agreement, the Framework Agreement or GTC. The parties hereby undertake to replace any invalid and unenforceable provisions of the Agreement, the Framework Agreement or GTC by provisions and conditions valid and enforceable while the business and legal meaning and purpose of such new conditions shall be as close to the original invalid or unenforceable provisions as possible.

7.8

The customer bears the risk of change of circumstances in accordance with sec. 1765(2) CC. In accordance with sec. 588(2) CC it is excluded to use commercial practices between parties while an application of sec. 557 and sec. 1805(2) CC is also excluded.

7.9

The GTC are effective from June 1, 2023.