

TERMS AND CONDITIONS

(hereinafter referred to as "T&Cs") of TOORS CZ s.r.o., with its registered office at Prague 9, Na Harfě 336/9, Postal Code 198 00, IN: 261 76 742, registered in the Commercial Register of the Municipal Court in Prague, Section C, Entry 77168 (hereinafter referred to as the "**Supplier**").

1. Preamble

1.1. These Terms and Conditions (hereinafter referred to as "T&Cs") are an integral part of every contract for the purchase of TOORS CZ s.r.o. goods (hereinafter referred to as the "Purchase Contract") and apply to all concluded transactions, unless expressly modified or excluded under a specific Purchase Contract. If a specific purchase contract regulates any matter differently from these T&Cs, the arrangements of the purchase contract shall apply

1.2. By placing an order, the Client accepts these T&Cs as legally binding for legal relations with the Supplier. In all other respects, the provisions of Sections 2079 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "CC"), shall apply.

1.3. Should individual arrangements of the contract or these T&Cs be or become void in whole or in part, the very fact shall have no effect on the validity of the other arrangements of the contract or these T&Cs. In such case, the void or null arrangements shall be replaced by such statutory provisions as most closely approximate the meaning and purpose of such void or null arrangements. 1.4. The Client shall not be entitled to exclude or limit the validity of these T&Cs or any part thereof without the prior and express consent of the Supplier.

2. Orders and purchase contract formation

2.1. The Purchase Contract is formed in the following ways:

A) Orders placed via the sTOORe and SERVICE web portals:

For orders placed via the Supplier's sTOORe and SERVICE web portals, the Client shall process their enquiry on these portals and subsequently switch it to the "Order" status. The Supplier will then send the Client a confirmation of receipt of the order, including the expected delivery date. The delivery date is approximate and will be specified by the Supplier during the order processing.

B) Written orders sent by e-mail:

For orders placed on the basis of the Client's written enquiry, the Client shall send a technical specification of the goods requested and the Supplier's sales department shall prepare an Offer; the Offer must be confirmed by the Client.

2.2. Orders will contain the following information:

- date,
- identification of the Client (company name, registration number, VAT number, registered office or place of business),
- identification of the goods (in terms of type and quantity, so that they can be distinguished from other types of goods, in particular description of any components to be used in the manufacture of the goods),
- the requested place and delivery time as well as the requested method of delivery/transport.

2.3. The Supplier's order confirmation will include:

- order date,

- order number,
- purchase price, including the indication of any discount
- specified time and place of delivery,
- delivery term (according to INCOTERMS 2020, as in force),
- method of transport
- as well as a link to the current version of the T&Cs or the current version of the T&Cs itself.

2.4. Upon receipt of an order, the Supplier shall always first make sure they can deliver the order and, if so, confirm it to the Client. The Supplier is only bound by the order after written confirmation by the Supplier. The Client acknowledges that the order is binding on them already by sending it to the Supplier, because immediately after receiving the order, steps are taken to procure and send the the ordered goods to the Client.

2.5. Supporting documents such as samples, brochures, catalogues, pictures, drawings, weight and dimensional data are for information only, unless expressly declared binding in writing. The Supplier reserves the right to make design and shape changes during the delivery period, provided that the subject of delivery and its function and appearance are not fundamentally altered.

2.6. Any drawings and all other supporting documents used in the production of the goods are subject to the Supplier's proprietary copyrights; all originals and reproductions are the property of the Supplier, and such materials may also be protected by intellectual property rights such as trademark rights, patents, designs, etc.; the Client may not make such materials available to third parties or otherwise use them on their own contrary to the purpose of the formed contract. In particular, they may not, without the written consent of the Supplier, make changes to them, copy them, manufacture products according to them, whether on their own or in cooperation with others, or otherwise infringe the intellectual property rights of the Supplier or their collaborators. If the job is not executed eventually, they must be returned to the Supplier immediately on request, including any copies made in the meantime.

2.7. Nothing in these T&Cs sets out the Supplier's obligation to accept the Client's order and the Supplier reserves the right not to deliver the ordered goods in case of unexpected stock outages, etc.

2.8. Partial deliveries are permissible, i.e.: the Supplier is entitled to deliver only part of the ordered goods or to deliver the goods in multiple consignments according to their capabilities, e.g. according to the goods in stock at the time.

3. Prices and payment terms

3.1. The price of the goods is set by the official price list of the Supplier, unless otherwise agreed by the parties. The Client acknowledges that the price of input commodities and production materials can change very dynamically and agrees that the Supplier is entitled to unilaterally increase the purchase price or otherwise unilaterally amend the Purchase Contract if a material change in circumstances occurs after the conclusion of the Purchase Contract. Material change of circumstances includes, without being limited to, an increase in the prices of suppliers, an increase in the prices of materials and input commodities. The price increase must be proportional to the increase in the input costs.

3.2. Unless stipulated otherwise, the agreed price denotes the net price (excluding VAT at its statutory rate) and excluding transport (Ex Works) to the designated place of delivery. The price is set in Czech crowns or euros. The price is always set in euros for customers based outside the Czech Republic. If the Supplier is obliged to add VAT to the price, the Supplier shall add this tax and indicate it on the invoice.

3.3. In addition to the offer price, separate fees shall be charged for changes to the scope of delivery, which will be made at the Client's request after confirmation of the order by the supplier.

3.4. The Supplier may charge the purchase price on the date on which the goods are transmitted to the Client or to the carrier for transport, at the Supplier's place of business, or on the date of the

administrative dispatch. The day of the administrative dispatch shall be the Friday of the relevant calendar week in which the goods were to be duly accepted by the Client.

3.5. The Supplier reserves the right to request payment of 100% of the order price upon confirmation of the order. Unless otherwise agreed, the price is payable (including any VAT) within 7 days of the invoice date.

3.6. The parties have agreed that the contracting party shall not be liable for breach of obligations and damages in case of force majeure. For the purposes of these T&Cs, a force majeure event denotes an event in accordance with the relevant provisions of the CC, i.e. an extraordinary unforeseeable and insurmountable obstacle arising independently of the will of a party including, without limitation, wars, armed conflicts, embargoes, civil disturbances, sabotages, acts or threatened acts of sabotage or terrorism, epidemics, pandemics, explosions, chemical or radioactive contamination or ionising radiation, lightning strikes, earthquakes, blizzards, floods, fires, wind storms, storms or other acts of nature, disturbances in the supply of electricity, strikes, closures or other industrial actions, or extraordinary disputes between the employer and trade unions, collisions with or exposure to vehicles, aircraft or objects falling from aircraft or other aerial devices, or the occurrence of pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds, all subject to the conditions that the event is beyond the obligated party's control and prevents the obligated party from performing their obligation, the obligated party cannot reasonably be expected to avoid or overcome the obstacle or its consequences, and the obligated party cannot reasonably be expected to have foreseen the occurrence of the event at the time of entering into this Contract. All time limits for the performance of an obligation shall be extended by the duration of the obstacles caused by the force majeure event.

4. Contractual penalty

4.1. If the Client is in default of payment of the purchase price for the goods delivered for more than 30 days, the Supplier shall be entitled at their sole discretion to:

- suspend supplies of the goods without this constituting a breach of the Purchase Contract or framework purchase contract
- require payment in cash at the time of the next purchase or payment in advance
- reduce or cancel the agreed discount on the list price of the goods
- withdraw from the Purchase Contract.

4.2. If the Client is in default of payment of any amount under these T&Cs and/or the Contract, the Client undertakes to pay a contractual penalty of 0.05% of the amount due for each day of delay in payment of the amount due until payment. This shall be without prejudice to the Supplier's right to interest on late payment and damages, even to the extent that the damages exceed the contractual penalty.

4.3. The purchase price shall be deemed to be paid if the amount of the purchase price is credited in full to the Supplier's bank account, to be used at the Supplier's sole discretion or in cash at the Supplier's cash desk.

4.4. The purchase price resulting from the concluded Purchase Contract may not be withheld by the Client for any reason whatsoever, nor set off against any claims against the Supplier without the written consent of the Supplier.

4.5. If the Client changes an already confirmed order and the Supplier accepts the change, the Client is obliged to pay the surcharge according to the valid price list and other demonstrable costs related to the change.

4.6. In the event of a breach of the Client's obligation to accept the goods duly delivered, the Client is required to pay the Supplier a contractual penalty of EUR 200 including the costs associated with the wasted transport. In addition, in such a case the entitlement to the storage fee pursuant to Article 8.1

shall arise. This shall not affect the Supplier's right to damages, even to the extent that the compensation for damages exceeds the contractual penalty.

5. Delivery times

5.1. The dates and time limits specified by the Supplier (including those specified in the Supplier's online ordering portals) are indicative unless expressly agreed in writing as binding. Timely execution of orders assumes, among other things, fulfilment of all the obligations under the order in all respects.

5.2. If the delivery time communicated by the Supplier or the place of delivery differs from the place or time originally requested by the Client in the order, this constitutes a change to the offer. Unless it is disputed by the Client in writing within 24 hours of receipt of the order confirmation with a changed delivery time or a changed delivery place, the change is considered to have been mutually agreed.

5.3. The delivery period for a combined delivery consisting of several product groups shall be governed by the product with the longest delivery period.

5.4 The Client may only specify an alternative delivery/performance date to the supplier if the confirmed delivery date is exceeded by more than three weeks. The alternative period must be reasonable and its length must be at least three weeks. After the expiry of the alternative period, the Client may withdraw from the Contract. However, the parties have agreed that in such a case, the Client shall not be entitled to damages or any other compensation.

6. Retention of title

6.1. Unless otherwise agreed in the Purchase Contract, the ownership of the goods shall pass to the Client with the full payment of the agreed purchase price, including related payments (in particular VAT, packing, freight), i.e. by crediting the financial amount to the Supplier's account.

6.2. The risk of damage to the goods shall pass to the Client in accordance with and subject to the INCOTERMS 2020 terms contained in the respective orders. Damage to the goods that occurs after the risk has passed to the Client shall not affect the Client's obligation to pay the purchase price. The risk of damage to the goods shall pass to the Client at the aforementioned time also in the event that the Client fails to take delivery of the goods, i.e. on the day of administrative dispatch at the latest (point 9.3. of the T&Cs).

6.3 The Supplier has the right to reserve in the Contract retention of title in the goods until other claims have been met. In the event of a lasting client relationship, such retention of title shall also act as a guarantee of the Supplier's passive balance.

6.4 Any defects claimed by the Client shall only entitle the Client to refuse acceptance of the goods if they make it impossible for the goods to be used properly or allow the goods to be used with considerable difficulty.

7. Packaging of goods

7.1. Where the Purchase Contract fails to specify a specific method and process of packaging or transporting the goods, the Supplier is obliged to package or transport the goods in a manner that is customary in the course of business having regard to the type of goods and the chosen mode of transport. The Client is required to store the goods after receipt in a suitable (dry) environment. The intact packaging guarantees unchanged quality of the goods presuming proper storage for a maximum of two months from the date of manufacture. After the lapse of this period, the Supplier shall not be liable for any damage caused by long-term storage.

8. Storage fees

8.1. If the Client fails to take delivery of the goods within the stipulated period or if the Client refuses to take delivery of the goods for any reason, the Supplier shall be entitled to have the goods stored at the Client's expense and risk. In such a case, the Supplier shall charge a storage fee of EUR 0.5 per item stored and day of storage. The same conditions apply to the sale of spare parts and accessories, where the storage fee is based on the number of sales orders, i.e. EUR 0.5 per sales order.

9. Transport, delivery and receipt of goods

9.1. The Client is obliged to take delivery of the goods properly, check them (especially for completeness according to the delivery note and the integrity of the packaging) and confirm receipt of the goods including the date of receipt by affixing a note to a copy of the delivery note. In the event of non-compliance with these obligations, the Supplier is entitled to charge extra costs associated with this (e.g. wasted travel, downtime, storage of goods, handling). The Client is not entitled to refuse delivery of the goods - the Client is obliged to record any discrepancies with the Purchase Contract or defects in all copies of the delivery note or CMR sheet.

9.2. If the Client fails to take delivery of the goods within the stipulated time limit or if the Client refuses to take delivery of the goods for any reason, the goods shall be deemed to have been duly delivered on the day of administrative dispatch. The day of administrative dispatch shall be the Friday of the relevant calendar week in which the goods were to be duly taken over by the Client. The risk of damage to the goods shall also pass to the Client at the latest on the day of administrative dispatch.

9.3. If the Client fails to take delivery of the goods within the stipulated time limit, the Supplier shall be entitled to apply storage fees (see point 8.1 Storage fees). If the goods are not collected within two weeks (14 days) of the due date, the Supplier shall have the right to send the goods to the Client's address. In such a case, all costs associated with transport and handling shall be charged to the Client. The Supplier shall inform the Client of the storage location and the possibility of collecting the goods, but it shall be the Supplier who decides on the storage location.

9.4. The Supplier shall transmit to the Client the documents necessary for the acceptance and use of the goods, as well as other documents specified in the Purchase Contract. The Supplier shall provide documents for each delivery of goods that enable the Client to verify performance for the goods, in particular delivery notes with the usual particulars or documents that include such particulars.

9.5. The Supplier shall be entitled to refuse delivery of the goods to the Client within the time limit and in the manner set out in the Order Confirmation if the Client is in default of payment of invoices for goods already delivered or has declared itself insolvent.

10. Defect liability

10.1. The Supplier provides a guarantee for the quality of all their products extending over a period of 24 months to the effect that the products will be fit for their regular use and retain their normal characteristics during this guarantee period. The guarantee period for supplies of spare parts is 24 months, but at least the current guarantee period. The guarantee does not cover all parts subject to normal wear and tear such as batteries, springs, rollers, etc.

10.2. Defect denotes a deviation from the quantity, type or quality of the goods or parts thereof, as specified in this Contract, by technical standards or other generally binding laws. The Supplier shall be liable for any defect in the goods present at the time of the passage to the Client of the risk of damage to the goods, even if the defect only becomes apparent after that.

10.3. The Supplier shall not be liable for defects in the goods of which the Client was aware at the time of conclusion of the Contract or, taking into account the circumstances under which the Contract was concluded, of which the Client should have been aware, unless the defects relate to the characteristics

of the goods which the goods should have had under the Purchase Contract. The Supplier shall not be liable for defects resulting from improper or unprofessional storage, handling or use by the Client or third parties and for defects caused by unprofessional intervention in the structure of the goods, or installation of the goods in a manner that contravenes the provided installation manual. The Supplier shall also not be liable for defects in the goods if regular service checks are not conducted in accordance with the Supplier's recommendations for the type of goods.

10.4. The Client is obliged to inspect the goods as soon as possible after the passage of the risk of damage to the goods. If the Client fails to inspect the goods or arrange for them to be inspected at the time of the passage of the risk of damage to the goods, they may only claim defects detectable during such inspection if they prove that the goods were already defective at the time of the passage of the risk of damage to the goods.

10.5. The guarantee does not cover damage caused by: normal wear and tear, improper installation, negligent care and maintenance, improper commissioning and operation, negligent or intentional damage, external influences such as fire, water, salts, alkalis, acids, abnormal environmental influences, mechanical damage due to unprofessional transport or installation, priming and other surface treatment, protective coatings applied in an incorrect or untimely manner, servicing conducted by unqualified persons, use of parts of foreign origin without the manufacturer's consent, and removal or defacement of the product number.

10.6. The guarantee does not cover damage to the primer/primer coats caused by transport or installation.

10.7. The Supplier draws the Client's attention to the following facts concerning the products:

- On very close inspection, minor surface defects (micro scratches, ripples, irregularities, etc.) can be observed on the surface of the material. It is common to consider these defects acceptable if they are not visible vertically from a minimum viewing distance of 1.5 m at angles ranging from 90° (perpendicular to the panel) to 30°.
- The protective film covering the panels on both sides must be removed immediately after installation of the product, but no later than 3 months from the date of manufacture of the door.
- The material for the production of the door leaves is produced by the Supplier in batches. TOORS always guarantees the shade match of all panels within the product. However, this guarantee does not apply to supplies of spare parts due to the different batch of material used (as a result of which variation in shade may be observed), but also due to the age of the original door, which is affected by external influences during its lifetime, which are beyond the Supplier's control and may affect the colour stability (e.g. UV radiation, chemical fallout in the area, placement of the door in an aggressive environment)
- Some parts of the product are made of galvanised materials, which under certain circumstances can develop the white oxidation that is characteristic of this type of surface treatment, and which is caused by contact with chemical environments, rain or even just humid air and then dries. This oxidation is in no way comparable to standard corrosion (material destruction), it does not affect the surface quality of the product and in this sense cannot be the subject of a complaint. These features do not constitute grounds for a complaint.

11. Complaints

11.1. The Client is obliged to claim any defect immediately after the defect would have been detected if the Client had exercised professional care. The outer surfaces and edges, as well as the components

visible without further unpacking, must be rechecked immediately after receipt from the carrier. The Client shall claim any defect by entering it the delivery note and CMR (for international transport), which shall be confirmed by the driver, and no later than 5 business days after delivery of the goods, the Client shall send a complaint report with a copy of the delivery note or CMR and documentary photographs to the Supplier. Subsequently, the product must be rechecked at the latest before installation after being unpacked. Any damage must be documented without delay.

11.2. Complaints must always be made to the following email address: quality@toors.cz. In the complaint report, the Client shall provide all necessary details of the defect, mechanical damage, missing quantity, etc. Any damage must always be documented with a photograph (at least one photograph detailing the damage + at least one photograph taken from a distance with a view of the entire package and the place of installation). The photographs must be in original format and must not be altered in any way. Photographs taken after the product has been installed will not be accepted. The Supplier may, at their option, provide a refund or reasonable discount for any defective goods. The Client is obliged to store the goods under complaint separately from the other goods until the complaint is settled. The goods under complaint can only be returned against

the Supplier's written request. The assessment of the facts under complaint will focus in particular on the appropriate handling and storage conditions at the Client's site, the appropriate method of transport, weather conditions during transport, and storage.

11.3. In the event of an accepted complaint and delivery of spare parts, these parts shall be manufactured free of charge and delivered to the Client's headquarters without delay. The costs of the actual repair of the product, transport and any third party requirement shall not be covered by the Supplier.

11.4. The application of a complaint shall not affect the Client's obligation to pay the Supplier the purchase price for the goods in full by the due date as agreed in the Purchase Contract.

11.5. The handling of the complaint shall be governed the Complaint resolution Rules of TOORS CZ s.r.o

12. Withdrawal from the Contract

12.1. Each of the parties has the right to withdraw from a concluded Purchase Contract if the other party has materially breached the terms of the concluded Purchase Contract. If the Supplier withdraws from the Contract or if performance of the Contract proves impossible for reasons on the part of the Client (cancellation of a confirmed order, refusal to deliver the goods, non-payment of advance payment, etc.), the Supplier shall claim a contractual penalty equivalent to 100% of the agreed purchase price for the goods on account of a breach of the Client's obligation.

12.2. Payment of the contractual penalty shall be without prejudice to the right to damages. The amount of the contractual penalty may be reduced at the Supplier's discretion depending on the stage of production of the specific goods.

13. Territorial jurisdiction for dispute resolution

13.1. The Supplier and the Client agree to endeavour to resolve amicably in the first place any discrepancies or disputes (hereinafter referred to as "disputes") arising between them in connection with the interpretation or performance of the Contracts concluded between them. If the negotiations fail to produce an agreement within 15 days of the occurrence of the dispute in question, such disputes shall be finally settled by arbitration before the Court of Arbitration of the Czech Chamber of Commerce and the Czech Chamber of Agriculture in accordance with its Rules, by three arbitrators appointed in accordance with the Rules. The arbitration award shall be final and binding on the parties.

13.2. The mutual relations of the parties not regulated in detail by these Terms and Conditions shall be governed by the relevant provisions of the Civil Code and other generally binding laws in force in the Czech Republic.

14. Final arrangements

14.1. The Supplier is entitled to unilaterally change these T&Cs in the interest of the efficiency of the services it provides. The Supplier shall notify the Client of the change to the T&Cs by publishing the change on the website www.toors.cz, by sending it to the Client's main contact email address, or by other appropriate means. If the Client does not promptly communicates their disagreement with the proposed change in the T&Cs in writing at the latest 7 calendar days before the effective date of the change to the T&Cs, the Client shall be deemed to have accepted the proposed changes to the T&Cs even with regard to any supplies already completed.

14.2 These Terms and Conditions come into force and take effect on 1 December 2023.

Nový Bydžov, 12 October 2023