

GENERAL TERMS AND CONDITIONS (GTC)

Holek Production s.r.o.

Valid for all B2B customers

1. Scope and Binding Effect

These General Terms and Conditions ("GTC") form an integral part of all purchase contracts concluded between Holek Production s.r.o., with its registered office at Zábřdovická 872/9, 615 00 Brno, Czech Republic, Company ID No. 26269287, registered with the Regional Court in Brno under file No. C 41116 (hereinafter the "Seller"), and its business partners acting within their business activity (hereinafter the "Buyer").

The GTC are available on the Seller's website and form an integral part of the contract if they are attached to the contract or if the contract, offer, valid price list, order confirmation, or other commercial document of the Seller refers to them. Any deviations from or amendments to these GTC shall be valid only if expressly agreed in writing by both contracting parties.

By concluding a contract or submitting an order based on documents that contain or refer to these GTC, the Buyer expressly accepts these GTC.

2. Prices and Taxes

Prices for the goods are determined in accordance with the Seller's valid price lists. Unless expressly agreed otherwise, all prices are stated EXW Brno (Incoterms® 2020), excluding value added tax (VAT).

VAT shall be added in accordance with applicable law. The Buyer is obliged to pay the total purchase price including any applicable VAT.

For intra-Community supplies within the European Union (excluding the Czech Republic), the Seller shall invoice the price without VAT in accordance with Section 64 of Act No. 235/2004 Coll., on Value Added Tax, provided that the Buyer states its valid VAT identification number.

For supplies outside the European Union, the Seller shall invoice the price without VAT in accordance with Section 66 of Act No. 235/2004 Coll., on Value Added Tax. All such deliveries must be properly customs-cleared for export.

3. Payment Terms

Unless agreed otherwise, the Seller supplies goods exclusively on the basis of advance payment. Upon receipt of an order or inquiry, the Seller shall issue and send the Buyer a pro

forma invoice. The Buyer shall pay the invoiced amount without undue delay to the bank account specified therein.

After the full amount has been credited to the Seller's account, the Seller shall prepare the goods in accordance with the agreed delivery terms and notify the Buyer that the goods are ready for collection or have been handed over to the carrier.

The Seller shall subsequently issue a final tax invoice showing the advance payment received.

If the Seller exceptionally agrees to delivery without advance payment, the Seller shall issue an invoice payable within fourteen (14) days from the date of issue. Invoices shall be delivered electronically to the email address provided by the Buyer.

Title to the goods shall pass to the Buyer only upon full payment of the purchase price. Until such payment is made in full, the goods remain the property of the Seller. In the event of the Buyer's payment default, the Seller shall be entitled to demand the immediate return of the unpaid goods at the Buyer's expense to the Seller's registered office.

4. Delivery Terms and Transfer of Risk

Unless expressly agreed otherwise, delivery shall be made EXW Brno (Incoterms® 2020), without transport.

Once the goods are ready for dispatch, the Seller shall inform the Buyer of the shipment parameters, including the number of cartons or pallets, pallet dimensions, and total shipment weight.

For deliveries outside the European Union, the Seller shall arrange export customs clearance. The costs of customs clearance shall be charged to the Buyer and included in the final invoice.

If the Buyer requests delivery terms other than EXW Brno, the Seller shall obtain transport quotations from its contractual carriers and submit a transport offer to the Buyer. Upon the Buyer's written approval of the offer in accordance with Incoterms®, the Seller shall arrange the transport. Approved transport costs shall be invoiced to the Buyer.

The risk of loss or damage to the goods shall pass to the Buyer in accordance with the applicable Incoterms® rule and, in all cases, no later than upon handover of the goods to the first carrier or upon making the goods available to the Buyer.

5. Delivery Time

Delivery dates stated by the Seller are indicative unless expressly confirmed as binding.

Where advance payment applies, the delivery period shall commence only after the full advance payment has been credited to the Seller's account

The delivery date shall be deemed to be the date stated on the relevant transport documents (CMR, AWB, WB).

The Seller shall provide the Buyer with electronic copies of the relevant transport documents without undue delay after dispatch of the goods.

6. Quality, Warranty and Liability

The Seller supplies goods of standard commercial quality, manufactured in accordance with generally accepted technical standards.

The Buyer shall use and operate the goods strictly in accordance with the operating instructions supplied with the goods.

The Seller provides a warranty of twelve (12) months from the date of delivery to the Buyer. For heating elements and electric motors, the warranty period is six (6) months.

In the event of a material or manufacturing defect arising within the warranty period, the Seller shall, at its discretion, provide a replacement part free of charge EXW Brno. Prior to replacement, the Buyer shall deliver the defective part to the Seller at its own expense for assessment.

The Seller shall also provide reasonable technical support in the form of consultations, service documentation, and instructional videos. Upon request, the Seller may provide professional training at its registered office free of charge.

Warranty Exclusions. The warranty does not cover defects caused by improper use, failure to follow operating instructions, incorrect electrical installation, non-standard power supply conditions, force majeure, insufficient maintenance, accidents, improper handling, unauthorized repairs or modifications, or the use of non-original spare parts.

The warranty does not apply to consumable or wear parts, including but not limited to covers and granulate cartridges.

To make a warranty claim, the Buyer must return the defective goods or parts to the Seller's registered office at the Buyer's expense.

If the Buyer is unable to carry out repairs independently and requests repair by the Seller or a third party, all associated transport and service costs shall be borne by the Buyer.

The Seller shall not be liable for any indirect, incidental, or consequential damages, including loss of profit.

The Buyer acknowledges that the Seller is not liable for defects in components, parts or accessories that are part of the delivered goods and that were manufactured or supplied by a third party. The manufacturer or supplier of these components is liable for these components, and any complaints regarding such components are resolved in accordance with the warranty conditions of the relevant manufacturer or supplier.

7. Packaging and Transport Damage

The goods are packed in transport cartons with protective inserts suitable for standard transport conditions.

Any visible damage to the packaging upon receipt must be noted in the carrier's transport documents and confirmed by the carrier. Claims for transport damage shall be considered only if duly recorded and supported by written notice and photographic documentation submitted to the Seller without undue delay.

8. Force Majeure

Neither party shall be liable for failure or delay in performance caused by circumstances beyond its reasonable control, including but not limited to natural disasters, war, strikes, civil unrest, epidemics, governmental measures, or other events of force majeure.

In such cases, the affected party's obligations shall be suspended for the duration of the force majeure event. Any claims for damages are excluded, except for the right to subsequent performance.

The Seller shall inform the Buyer without undue delay of the occurrence and cessation of force majeure.

9. Governing Law and Dispute Resolution

All contractual relationships between the Seller and the Buyer shall be governed by the laws of the Czech Republic, excluding conflict-of-law rules.

Any disputes arising out of or in connection with the contractual relationship that cannot be resolved amicably shall be finally settled by the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic.

Brno, 12 December 2025