

General Terms and Conditions of UrbanAlps Czech s.r.o.

(Ver. Legal Entities and Natural Persons, Entrepreneurs)

I. Purpose of the General Terms and Conditions

These General Terms and Conditions of **UrbanAlps Czech s.r.o.** , with its registered office at Hradec Králové - Kukleny, Pražská třída 901/145, Postal Code 500 04, registered in the Commercial Register kept at the Regional Court in Hradec Králové, Section C, Insert 43730, ID No: 048 68 161 (hereinafter referred to as "**UrbanAlps Czech**") govern the business relationship between UrbanAlps Czech as the seller and the other party as the buyer, arising between UrbanAlps Czech and the buyer on the basis of purchase contracts concluded in connection with the sale of goods or provision of services by UrbanAlps Czech, and in particular the terms and conditions of their purchase, delivery, storage and provision of other related services and the legal relations arising in connection with the negotiations between UrbanAlps Czech and the buyer (hereinafter referred to as the "**Purchase Contract**") aimed at the conclusion of such Purchase Contract (hereinafter referred to as the "**Terms and Conditions**").

The UrbanAlps Czech's Terms and Conditions apply exclusively in business relations between legal entities and natural persons, entrepreneurs.

In the event of any differences, the provisions contained in the Purchase Contract shall prevail over the provisions of these Terms and Conditions.

II. Introductory Provisions

Unless otherwise agreed upon in writing between UrbanAlps Czech and the buyer, the rights and obligations of the parties shall be governed by these Terms and Conditions.

Other provisions, particularly those contained in the buyer's general terms and conditions of sale and purchase, do not become part of the Purchase Contract, even if UrbanAlps Czech does not expressly object to them.

The parties agree and consent that commercial practices, which are excluded by this provision, shall not be used to interpret the Purchase Contract or the Terms and Conditions.

The parties exclude the application of the UN Convention on Contracts for the International Sale of Goods.



III. Purchase Order

The buyer is entitled to order goods and/or services only by written purchase orders ("**Purchase Order**"). A Purchase Order submitted by electronic mail to the e-mail address sales@urbanalps.com shall also be deemed a written Purchase Order. Any oral Purchase Orders and agreements, unless confirmed in writing by UrbanAlps Czech, are not binding on UrbanAlps Czech.

Unless otherwise agreed between the parties, each Purchase Order must contain the following:

- a) the business name, the buyer's ID number and the buyer's VAT number;
- b) the name of the buyer's contact person who is authorized to represent the buyer in connection with the Purchase Order and the contact details of the contact person, in particular telephone and e-mail contact details;
- c) a list of the goods being ordered, which must include the ordering code of the goods, the name of the goods, the unit of measure of the goods and the quantity of the goods being ordered and/or the scope of services to be provided;
- d) delivery address;
- e) the requested delivery date, the exact delivery date will be specified by the seller in the Purchase Order confirmation
- f) the signature of the person authorized to act in connection with the Purchase Order, including an indication of the title under which this person acts on behalf of the company.

Unless otherwise agreed between the parties, no Purchase Order may contain the particulars set out below:

- a) buyer's business terms and conditions;
- b) choice of law clauses;
- c) arbitration clauses or other clauses conferring jurisdiction on any court, arbitrator or other institution; and
- d) references to provisions of law other than the law of the Czech Republic.

IV. Purchase Order Acceptance

Unless otherwise agreed by the parties, each Purchase Order must be confirmed (accepted) in writing by UrbanAlps Czech within five (5) business days or UrbanAlps Czech will notify the buyer within this period of the date by which the Purchase Order will be confirmed. UrbanAlps Czech shall be entitled to reject the Purchase Order by failing to confirm it within the aforementioned five (5) working days or by not communicating the date by which the Purchase Order will be confirmed.



Purchase Order acceptance will be made by UrbanAlps Czech in writing. Delivery by e-mail to the buyer's e-mail address specified in the Purchase Order shall also be deemed a written confirmation.

The Purchase Order is a draft Purchase Contract, whose unconditional acceptance by UrbanAlps Czech leads to the conclusion of the Purchase Contract. UrbanAlps Czech undertakes to deliver to the buyer the performance agreed in the Purchase Contract and the buyer undertakes to accept the performance and pay the agreed price for the performance.

If UrbanAlps Czech's acceptance deviates from the Purchase Order, the buyer may also express its/his/her consent with the proposed changes if:

- a) the buyer sends a written confirmation to UrbanAlps Czech indicating acceptance of the amended offer made by UrbanAlps Czech; or
- b) the buyer does not reject UrbanAlps Czech's amended offer in writing within three (3) business days of the date of delivery; or
- c) the buyer pays the agreed purchase price or part thereof for the goods and/or services supplied; or
- d) the buyer takes over/accepts the ordered goods and/or services.

The Purchase Contract between the parties is concluded upon the Purchase Order confirmation delivery and/or acceptance of the changes made in accordance with the provisions above.

V. Prices, Billing and Payment

The price for the goods and/or services specified in the Purchase Contract is a fixed and binding price (hereinafter referred to as the "**Purchase Price**"). Unless otherwise agreed, the Purchase Price will be invoiced by UrbanAlps Czech on the basis of confirmed delivery notes and/or handover reports.

The buyer shall pay the Purchase Price on the basis of a tax document - invoice, which shall state the Purchase Price including VAT. The agreed upon Purchase Price may be changed only by written agreement of the parties. The tax document must fulfill all the requirements stipulated by legal regulations for a tax document and it must contain the Purchase Order number.

Unless otherwise agreed, the Purchase Price is payable within thirty (30) days from the day of the tax document (invoice) issuance.

The buyer is obliged to pay the Purchase Price according to the duly issued tax document (invoice), either:

- a) by transfer to the UrbanAlps Czech's bank account specified in the contract or on the tax document (invoice); or



- b) by payment made prior to receipt of the goods and/or provision of the service on the basis of an advance payment invoice, which UrbanAlps Czech will issue on the basis of the Purchase Order; in such case, the time limit for the goods delivery and/or provision of the service will only begin to run after the relevant amount has been credited to UrbanAlps Czech's account, unless the parties agree otherwise.

Costs associated with insurance and transport, or other services secured by UrbanAlps Czech for the buyer (hereinafter referred to as "**costs associated with the sale**") are not included in the Purchase Price and shall be paid by the buyer to UrbanAlps Czech in the amount specified in the Purchase Order confirmation, unless otherwise agreed by the parties. The costs associated with the sale will be invoiced by UrbanAlps Czech and are payable together with the Purchase Price.

VI. Terms of Delivery

The title, as well as other ownership rights, to the goods passes to the buyer on the date payment of the Purchase Price in full. The risk of damage to the goods passes to the buyer in the case of personal collection of the goods at the moment of the goods taking over from UrbanAlps Czech, and in the case of the buyer's request for the goods delivery by a contractual carrier or freight forwarder, at the moment when the goods are handed over to the first carrier for transport, unless otherwise agreed.

The title to the packaging of the delivered goods and thus the rights and obligations under Sec. 10 and Sec. 12 of Act No. 477/2001 Coll. on Packaging pass to the buyer together with the delivered goods in accordance with the provisions of Sec. 13 (1) (b) of the aforementioned Act.

The time limit for the goods delivery and/or the service provision is extended by the period of time during which the buyer is in delay with the handing over of the agreed upon documents to UrbanAlps Czech or during which the buyer is in delay with payment of the agreed and invoiced advance payments of the Purchase Price or in delay with the payment of any overdue receivables in respect of UrbanAlps Czech based on the concluded Purchase Contracts.

All goods must be delivered to the location and within the delivery time specified in the Purchase Order confirmation. The parties may agree on the goods taking over by personal collection at an agreed location.

In the event that the buyer refuses to take over the goods and/or services without justification, the buyer is obliged to pay UrbanAlps Czech a contractual penalty of 20% of the agreed Purchase Price, including VAT. UrbanAlps Czech's right to payment of the Purchase Price or compensation for damages is not affected by the aforementioned.

The buyer is obliged to check the condition of the shipment (number of packages, damage to the box) together with the carrier immediately upon delivery according to the enclosed delivery note.



The buyer is entitled to refuse to accept a shipment that does not comply with the Purchase Contract on the grounds that the shipment is, for example, incomplete or damaged. If the buyer accepts such a damaged shipment from the carrier, it is necessary to describe the damage in the carrier's handover report.

An incomplete or damaged shipment must be reported immediately by e-mail to sales@urbanalps.com or by phone to the Customer Service Department, and the buyer is always obliged to draw up a damage report with the carrier and deliver it to the seller by e-mail or by post without any undue delay.

VII. Goods Returning

The buyer is entitled to withdraw from the Purchase Contract and return the goods within five (5) working days from the date of the goods receipt. UrbanAlps Czech reserves the right to decide on the possibility of the goods returning. The right to withdraw from the Purchase Contract does not apply to specially ordered goods such as MKS systems, customer profiles or common closures (KA), of which the buyer has been informed at the conclusion of the Purchase Contract.

In the event of the buyer's withdrawal from the Purchase Contract, the goods must be unused and must be returned to UrbanAlps Czech in their original undamaged packaging, including all accessories and documentation.

In the event of the buyer's withdrawal from the Purchase Contract, the buyer shall pay the shipping costs.

VIII. Rights from Defective Performance

UrbanAlps Czech is responsible for the fact that the goods are in accordance with the Purchase Contract and that they are not affected by any legal or factual defects.

The buyer is obliged to inspect the delivered goods immediately upon receipt and inform UrbanAlps Czech in writing of any defects found within five (5) working days from the date of receipt. In the event that the buyer accepts the goods, the buyer shall only be entitled to demand the delivery of new goods in exchange for the defective goods or the delivery of the missing item or the removal of defects in the goods by repair or a reasonable discount. The buyer shall not have the right to demand remedies other than those set out in this paragraph for the delivery of defective goods. The buyer shall notify UrbanAlps Czech in writing of any defects without undue delay after discovering the defect. In the event that UrbanAlps Czech is unable to repair the goods or supply new goods, UrbanAlps Czech shall issue a credit note in the value of the



defective goods, on the basis of which the Purchase Price or a proportionate part thereof shall be refunded to the buyer.

The parties agree that if UrbanAlps Czech is obliged to compensate the buyer for damages, it is liable to the buyer only for damages to the delivered goods, up to the maximum amount of the purchase price of the defective goods delivered. UrbanAlps Czech shall in no case be liable for lost profits of the buyer or third parties.

UrbanAlps Czech provides a warranty for the quality of the goods delivered for the period of twenty-four (24) months from the day of the goods acceptance by the buyer.

The warranty for the quality of the goods does not cover defects caused:

- a) as a result of defects in the design of the work or defects in other parts and structures of the work in the construction of which the goods were used;
- b) as a result of using the goods for an improper purpose;
- c) as a result of handling, storage, maintenance or installation of the goods that is improper, unprofessional or contrary to UrbanAlps Czech's instructions;
- d) as a result of non-compliance with established technical standards, regulations and procedures for the use of goods;
- e) as a result of changes, modifications and repairs to the delivered goods not approved in advance by UrbanAlps Czech;
- f) as a result of changes, modifications and repairs to the delivered goods made by a person other than UrbanAlps Czech;
- g) as a result of damage to the goods due to faulty storage after delivery and damage to the goods by a third party or unavoidable events;
- h) due to improper operation, improper handling, use of improper accessories or improper installation.

The rights under the quality warranty cease to exist if:

- a) the buyer is unable to prove that the goods were purchased from UrbanAlps Czech;
- b) protective seals and stickers are broken;
- c) the goods have been mechanically damaged by the buyer.

The seller undertakes to provide the buyer with warranty service and repairs of the goods.



IX. Complaints Procedure

The place to file a complaint is UrbanAlps Czech, s.r.o. - Complaints Department, Pražská třída 901/145, Hradec Králové - Kukleny 500 04.

The buyer must send the defective goods subject to the complaint by shipping service to the address of UrbanAlps Czech's operating premises or deliver them to UrbanAlps Czech's operating premises in person. The claimed goods must be thoroughly secured to prevent damage during transport, the package must be visibly marked "COMPLAINT" and must contain: a completed, currently valid complaint form containing the claimant's contact details (in particular the return address and telephone number), as well as details of the claimed goods identification and a detailed description of the defect. A copy of the purchase document (invoice) must also be attached. Without the above, it is impossible to identify the origin and the defect of the goods and the complaint cannot be accepted in the complaint procedure.

The currently valid complaint form is available as a downloadable document at www.urbanalps.com in the "DOWNLOAD" section.

The seals and serial numbers form an integral part of the product and in no way restrict the customer's right to use and handle the goods in the full scope for which the goods are intended.

Furthermore, the warranty does not cover damage caused by:

- mechanical damage to the goods;
- electrical surges (burnt components or circuit boards);
- use of the goods in conditions that do not correspond to the temperature, dustiness, humidity, chemical and mechanical influences of the environment directly indicated by the seller or manufacturer;
- improper installation, handling, operation or neglect of care of the goods;
- excessive loading or use contrary to the conditions specified in the documentation or general principles;
- performance of an unqualified intervention or by changing parameters;
- modification of the goods by the customer (painting, bending, etc.), if the defect has arisen as a result of this modification;
- natural influences, force majeure, etc.

Goods submitted for complaint will be tested only for the defect indicated by the buyer in the complaint form.

UrbanAlps Czech has the right to refuse to accept the goods for complaint in the event that the claimed goods or their components are contaminated or do not meet the basic requirements for hygienically safe submission of the goods for complaint procedure.



Removable defects shall be removed by UrbanAlps Czech without any undue delay, taking into consideration the nature of the defect. If repair is not possible and the nature of the defect does not prevent normal use, the buyer is entitled to a reasonable discount on the price of the goods. In the case of a discount, the defect cannot be claimed later.

If there is a defect which cannot be removed and which prevents the item from being properly used as a non-defective item, the buyer may request the replacement of the defective goods with goods of the same or similar utility properties or the buyer may withdraw from the Purchase Contract.

After a legitimate complaint settlement, the warranty period is extended by the duration of the complaint procedure. In the case of an unjustified complaint, the warranty period shall not be extended. If the goods complaint is settled within the statutory warranty period by replacing the goods with new ones, the warranty period shall start anew from the date of the complaint settlement. The duration of the complaint procedure is calculated from the day following the complaint submission until the date of the complaint settlement, i.e. the date on which the buyer was obliged to take over the goods.

After settlement of a complaint submitted in person at the address listed above, UrbanAlps Czech will notify the buyer of the complaint procedure completion either by phone or e-mail. If the goods have been sent for claim by shipping service, they will be automatically sent to the buyer's address after processing.

At UrbanAlps Czech's request, the buyer must prove his/her identity with an ID card or a valid passport. In case the buyer is being represented during the goods handing over, the buyer's representative must prove his/her identity with an ID card and also present a document authorizing him/her to accept the goods on behalf of the buyer.

In exceptional cases, if UrbanAlps Czech's capacity permits so, UrbanAlps Czech may loan the buyer a replacement for the goods under repair during the repair period. The loan purchase order must always be made in writing in the name of the buyer or a person authorized by the buyer. UrbanAlps Czech will lend the replacement goods to the buyer only if the person who will collect the replacement goods from UrbanAlps Czech for the buyer (hereinafter as the "**Responsible Person**") provides UrbanAlps Czech with the loan purchase order sent by the buyer or his/her authorized person, giving his/her name, surname, telephone number and ID card number.

In the event that the Responsible Person does not return the borrowed goods within five (5) working days of the settled complaint/repair receipt or within five (5) working days of the complaint/repair completion notification, the buyer shall pay the seller the purchase price of the borrowed goods in the amount determined on the basis of UrbanAlps Czech's price list of goods



valid on the day following the day on which the buyer was obliged to return the borrowed goods to the seller.

In the event of an unjustified complaint, UrbanAlps Czech reserves the right to bill the buyer the costs incurred, no later than within fourteen (14) days from the complaint procedure completion.

X. Trade Secrets

All information obtained by the buyer about UrbanAlps Czech, its structure, business plans, practices, plans, business partners, technical parameters, prices, information on product development or other facts directly related to UrbanAlps Czech and its activities, in connection with the Purchase Contract negotiation, in connection with the Purchase Order, its acceptance, the subject matter of performance, performance under the Purchase Contract or in any other manner related to the Purchase Contract between UrbanAlps Czech and the buyer, is designated by UrbanAlps Czech as confidential. The buyer is not entitled to disclose such information to a third party or to use it contrary to its purpose for its own purposes or for the purposes of a third party, regardless of whether or not the negotiations result in the Purchase Contract conclusion.

XI. Pre-contractual Liability

The buyer declares that it is aware that UrbanAlps Czech is free to negotiate the Purchase Contract within the scope of its commercial discretion and is not liable for not concluding the Purchase Contract; the pre-contractual liability of UrbanAlps Czech within the meaning of Sections 1728 and 1729 of the Civil Code shall not apply.

XII. Force Majeure

Force Majeure means extraordinary circumstances preventing UrbanAlps Czech from fulfilling its obligations under the Purchase Contract, which occurred independently of UrbanAlps Czech's will and could not have been averted by UrbanAlps Czech. If circumstances of a force majeure nature arise and prevent UrbanAlps Czech from fulfilling its contractual obligations, UrbanAlps Czech shall have the inalienable right to extend the delivery time for the goods delivery and/or the service provision reasonably or to withdraw from the Purchase Contract, in either case without any obligation to compensate the buyer for damages.

The buyer acknowledges that, in view of the unpredictable development of the SARS-CoV-2 epidemic in the Czech Republic, any measures taken in connection with this epidemic that limit the production or delivery capacity of UrbanAlps Czech may be and will be deemed a force majeure intervention.



XIII. Withdrawal from the Contract

In particular, the following shall be deemed to be a material breach of the Contract by the buyer, which shall entitle UrbanAlps Czech to withdraw from all or some of the outstanding Purchase Contracts:

- a) buyer's delay with payment of the Purchase Price for more than fourteen (14) calendar days from the agreed upon payment date; or
- b) the commencement of insolvency or restraint proceedings against the buyer or any other proceedings affecting his/her/its property; or
- c) if the buyer is in delay with payment of the invoiced advance payment for more than thirty (30) calendar days.

The withdrawal shall take effect on the day of a written withdrawal notice delivery to the buyer.

Unless the parties agree otherwise, in the event of withdrawal from the Purchase Contract, the buyer is obliged to return the unused goods to UrbanAlps Czech in their original and undamaged packaging, including all accessories and documentation.

In the event of withdrawal from the Purchase Contract, all costs of the goods returning to UrbanAlps Czech shall be borne by the buyer.

XIV. Contractual Penalty

In the event that the buyer breaches the Purchase Contract by any of the actions listed in Section XIII., the buyer is obliged to pay UrbanAlps Czech a contractual penalty of 20% of the agreed Purchase Price of the goods and/or services, including VAT. The arrangement on the contractual penalty is without prejudice to UrbanAlps Czech's right to compensation for damages caused by the breach of the buyer's obligations.

If the buyer breaches the obligations set out in Article X. hereof, the buyer is obliged to pay UrbanAlps Czech a contractual penalty of CZK 250,000 for each individual case of breach. The arrangement on the contractual penalty is without prejudice to UrbanAlps Czech's right to compensation for damages caused by the breach of the buyer's obligations.

XV. Final Provisions

UrbanAlps Czech is entitled to unilaterally change these Terms and Conditions. However, it must notify the buyer of any such changes to the Terms and Conditions without any undue delay by publishing such changes to the Terms and Conditions on www.urbanalps.com at least three (3) days prior to the effective date. The buyer is entitled to accept such changes to the Terms and



Conditions by placing any Purchase Order after the new Terms and Conditions have come into effect.

UrbanAlps Czech undertakes to handle the buyer's personal data in accordance with the applicable legislation in the area of personal data protection, namely, however not exclusively, Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) and Act No. 110/2019 Coll. on the Processing of Personal Data.

Should any individual provisions of these Terms and Conditions be found invalid, the remaining provisions of these Terms and Conditions shall remain unaffected.

UrbanAlps Czech and the buyer agree to take all measures available to them to prevent damage occurrence and to keep any damage occurred to a minimum.

UrbanAlps Czech is entitled to transfer any of its rights or obligations under the Purchase Contract to a third party without the buyer's prior written consent, including the UrbanAlps Czech's right to assign its receivables from the buyer under the Purchase Contract to a third party.

UrbanAlps Czech shall be entitled to set off its potential receivables from the buyer with the buyer's receivables from UrbanAlps Czech.

All contractual relations between UrbanAlps Czech and the buyer are governed by the laws of the Czech Republic.

All and any disputes arising from the Contract or from its breach, termination or invalidity, or from breach of these Terms and Conditions shall be finally decided in Prague by the Arbitration Court at the Economic Chamber of the Czech Republic and the Agrarian Chamber of the Czech Republic according to its Rules and Procedure by three arbitrators. Only a person with a university degree obtained at a law faculty of a university may be an arbitrator.

By entering into the Purchase Contract, the buyer confirms and declares that he/she has read these Terms and Conditions in detail, that he/she agrees with all the provisions contained herein, and that no provision contained herein is surprising to the buyer.

These Terms and Conditions, in the aforementioned wording, shall take effect as of 1 January 2022.

