

KAŠPAR A SYNOVÉ - STROJÍRNA KALMAR, s.r.o.

General Terms and Conditions

I. Introductory provisions

The supply of goods and services of the company **KAŠPAR A SYNOVÉ - STROJÍRNA KALMAR, s.r.o.**, with its registered office at Nádražní 39/76, PSČ 15000, Prague 5, ID No.: 251 11 256 (the "Seller"), shall be governed by these General Terms and Conditions (the "GT&C") and shall apply to all supplies of goods, services (the "Goods") and other business relationships between the Seller and its customers (the "Purchaser"). These GT&C are an integral part of any and all contractual relationships with the Purchasers.

General Terms and Conditions of the Purchaser are not accepted.

Agreements deviating from the GT&C are possible only in a written form with an approval of the Seller, p. ex: by amendments to the purchase agreement. Such deviating agreements take precedence over the GT&C.

Should the purchase agreement be concluded with a consumer, the mandatory provisions of the Act No. 89/2012 Coll, Civil Code, as amended, shall be applicable in the full extent (the "Civil Code").

The Seller reserves its right for changing the production process of the Goods even after the purchase agreement has been concluded, especially, but not limited to, due to new technical and scientific findings and/or new requirements as set by law.

II. Process of concluding of a purchase agreement

The process of concluding of a purchase agreement is constituted by following documents in this particular order:

the Purchaser's demand;

the Seller's offer;

confirmation of the offer by the Purchaser.

If the offer is accepted by the Purchaser, the purchase agreement between the Purchaser and the Seller is concluded, whereas the GT&C are an integral part of the purchase agreement. The Purchaser and the Seller can agree on a different process of concluding of the purchase agreement.

III. Prices

The purchase price stated in our catalogue which is available on the website www.kasparaero.cz is only of informative nature. The final purchase price is determined by the purchase agreement.

The Purchaser agrees that the purchase price shall be paid without the Goods being properly inspected by the Purchaser before concluding of the purchase agreement.

All of the prices are listed without VAT and packaging costs, transport, custom duties, storage fees, Goods insurance etc. The Seller shall not be obliged to secure the custom clearance of the Goods.

The Purchaser declares that it shall assume the danger of change of circumstances in full and therefore the Purchaser is not entitled to claim any rights according to Section 1765 et seq. of the Civil Code. The rights of the Seller are not affected.

IV. Terms of delivery

Partial supplies and partial performances are allowed. In such case, each partial supply and performance shall be considered as separate supply and performance. All Goods shall be delivered without undue delay after production. All delivery dates stated by us are not binding. The Goods shall be delivered at the cost and danger of the Purchaser.

We are neither responsible for the Goods that have been damaged during transport, nor for late deliveries of the Goods, nor for the consequences of such damaged or late delivered Goods. At the written request of the Purchaser, the Goods may be insured at the Purchaser's expenses. Damage to the Goods caused by the transport must be immediately reported to the person responsible for the transport of the Goods.

V. Passing of risks

The risk of damage to the Goods passes to the Purchaser upon acceptance of the Goods in case of personal acceptance, or by handing-over of the Goods to the first carrier in case of delivery of the Goods by transport or other similar services.

If the Purchaser is in delay with acceptance of the Goods at the place of performance in case of personal acceptance while the Purchaser was duly notified of the date of delivery of the Goods by the Seller, the risk of damage passes to the Purchaser upon the time the Purchaser was first allowed to dispose of the Goods.

Damage to the Goods caused after the passing of the risk of damage does not affect the Purchaser's obligation to pay the purchase price.

VI. Payment conditions

The Purchaser undertakes to pay the purchase price including additional cost (p. ex. packaging, transport, custom duties, storage fees, insurance of the Goods etc.) and VAT by due date stated in the invoice. The invoice may be sent electronically or by post, the receipt of which the Purchaser shall confirm in writing to the Seller without undue delay. Unless the purchase agreement stipulates otherwise, the due date of the invoice is fourteen (14) calendar days from the date of issuance of the invoice by the Seller to the Purchaser.

The Purchaser is not entitled to set-off any claims against the Seller to the purchase price. The Purchaser is not entitled to assign the Purchaser's claims against the Seller to a third party. The Seller is entitled to set-off any and all claims against the Purchaser and to assign the claims to a third party.

If the Purchaser is in delay with any invoice payment, the Seller is entitled to the statutory interest on arrears. If the Purchaser is in delay with the payment of the purchase price or the statutory interest on arrears, the Seller is entitled to suspend further deliveries of the ordered Goods, either completely, or at least until full payment of the purchase price or the statutory interest on arrears are made. The Purchaser's obligation to pay these amounts due is not affected by such suspension of deliveries.

VII. Reservation of ownership

In accordance with Section 2132 of the Civil code, the Seller and the Purchaser conclude the reservation of the Seller's ownership right until the purchase price is fully paid by the Purchaser.

VIII. Warranty

The Seller provides a warranty of quality of goods for the period of 24 months or until 200 operating hours are reached, whichever occurs first. Warranty shall begin on the day following the day of arrival of the Goods at its destination. Manual (as defined below) may stipulate a special warranty period.

The Purchaser undertakes to notify the Seller in writing to the email address kalmar@kasparaero.cz without undue delay (within 14 days at the latest) of all defects and/or deficiencies (the "Warranty Claim"), otherwise the Purchaser's right to removal or repair of such defects and/or deficiencies shall cease to exist.

The Seller shall always along with the Goods deliver to the Purchaser information for what purposes the Goods are intended, i.e. in which flying sport devices the Goods are to be installed due to the technical specifications or other (production) conditions of the Goods determined solely by the Seller (the "Manual").

The Manual is available on the website www.kasparaero.cz. If the Manual for the specific Goods is not published on the Seller's website, the Purchaser is obliged to notify the Seller of this fact.

By concluding the purchase agreement, the Purchaser expressly declares that the Purchaser shall get acquainted with the Manual before using the Goods and shall use the Goods exclusively in accordance with the Manual.

The Purchaser is not entitled to file a Warranty Claim if the Purchaser has not informed the Seller about the fact that the Manual for a specific Goods is not available on the Seller's website.

The Purchaser shall be entitled to file a Warranty Claim under this Article VIII. only if the Purchaser duly proves that the Goods have been used in accordance with the Manual. This obligation shall be fulfilled in particular by installing a flight recorder or other system for recording the most important flight parameters of the flying sport devices, and such recordings as proof thereof shall be provided to the Seller in unchanged form.

The warranty shall not apply in particular to cases where a defect or damage to the Goods has occurred by:

- a normal wear and tear of the Goods caused by its usage and/or mechanical damage;
- an unallowed intervention to the Goods or adjustments of the Goods by the Purchaser in violation of the Manual, if a defect has occurred as a result of this unallowed intervention or adjustment;
- a usage that is in violation of the Manual; usage in violation of generally known rules of use;
- if the Goods or the flying sport device in/on which the Goods are mounted, are used or operated by the Purchaser in violation of the relevant generally binding, either Czech or foreign, legal regulations, including the rules issued by aviation associations or other civil aviation entities, in particular, the Light Aircraft Association of the Czech Republic (in Czech: Letecká amatérská asociace ČR);
- a damage done by natural elements or force majeure;
- defects of Goods resulting from drawing, design or specification supplied or requested by the Purchaser;
- a forgery of documents – tax documents show signs of changes or if there is a different manufacturing number than it is stated on the tax document.

In the event of a Warranty Claim, the Purchaser is obliged to send, upon prior agreement with the Seller, the relevant Goods to the address of the Seller's registered office, unless the Seller determines otherwise. The shipment must contain:

- a complete packaging of the claimed Goods (sent in such a way in order to eliminate any damage during transport);
- a copy of a document confirming the purchase of the Goods;
- a detailed description of the defect or deficiency;
- contact details of the Purchaser necessary for the handling of the Warranty Claim (name, surname, address, email, phone number);
- the preferred method of handling the Warranty Claim (repair, exchange, discount, addition of what is missing, withdrawal from the purchase

agreement) - the Purchaser is not entitled to change the choice without the consent of the Seller; this shall not apply if the Purchaser has requested the repair of a defect which proves to be irreparable.

The Seller shall handle the Warranty Claim without undue delay and undertakes, in the event of a justified Warranty Claim, to repair the defect or deficiency of the Goods free of charge, in particular to replace the defective Goods or to provide a discount on the purchase price. The choice between these rights belongs to the Seller. In the event of a repeated justified Warranty Claim regarding the same Goods (at least three times), the Purchaser is entitled to withdraw from the purchase agreement. The claimed Goods shall be sent to the Purchaser's address via transport services after the Warranty Claim has been settled. The Purchaser undertakes to take-over the claimed Goods from the carrier.

IX. Custom manufacturing

The custom manufactured parts are manufactured according to the drawing documentation provided by the Purchaser. The Purchaser is responsible for any errors in the drawing documentation. In the event of changes of the regulations regarding the materials used for such custom manufactured parts, the equivalent shall be always stated by us in the offer. By accepting the offer, the Purchaser also accepts such stated equivalent of the said material. For not tolerated proportions we usually use the norm ČSN ISO 2768-mK. Other norms as stated in the drawings provided to us will be converted to the nearest similar ČSN EN norm. Surface adjustments are secured by the norms ČSN EN 1403, ČSN EN ISO 2081, ČSN EN ISO 7599. In case the Purchaser wishes the custom manufactured parts to be manufactured according to other norms than the ČSN norms this fact shall be specified in the order made by the Purchaser.

X. Withdrawal from the agreement within 14 days in case of purchase outside of business premises

The Purchasers who are consumers (according to the Section 419 of the Civil Code) are entitled to withdraw from the purchase agreement without stating any reason and to return the Goods unused, undamaged and according to the nature of the Goods in undamaged packaging. The withdrawal from the purchase agreement and the return of the Goods must be subject to an in advance written notice to the Seller's email address kalmar@kasparaero.cz.

The Purchasers who are consumers shall attach a copy of the invoice to the returned Goods and indicate which Goods are being returned. The purchase price is then usually returned in the form of a credit note (in Czech: dobropis) or in another pre-agreed manner. Transportation to the Seller shall be paid by the Purchaser.

These rights under the Section X. hereof do not belong to Purchasers in the case of custom manufactured Goods.

The Purchasers – consumers have the right to an out-of-court settlement of a consumer disputes. The Subject providing out-of-court settlement of consumer disputes is the Czech Trade Inspection Authority (www.coi.cz).

For the avoidance of doubt, these rights under the Section X. hereof do not belong to the Purchasers who are entrepreneurs (according to the Section 420 of the Civil Code).

XI. Withdrawal from agreement for other reasons

If any of the contractual parties substantially violate their obligations arising from the purchase agreement, the other contracting party is entitled to withdraw from the purchase agreement. Such withdrawal from the purchase agreement shall not affect any rights to claim damages caused by a breach of the purchase agreement or incurred in connection with a particular withdrawal from the purchase agreement.

Substantial breach of the purchase agreement on the part of the Purchaser means in particular (i) not accepting the Goods within 14 working days after the notification that the Goods are ready to be accepted or not accepting the Goods from the carrier without

reason or (ii) not paying the purchase price or the interest on arrears in accordance with the purchase agreement.

In the case of substantial deterioration of financial circumstances of the Purchaser (especially declaration of bankruptcy or entry into liquidation or commencement of insolvency proceedings against the Purchaser) or in the event of the Purchaser's delayed payment of any claims of the Seller for more than 30 calendar days, the Seller is entitled to declare all existing claims as due and demand their payment immediately. The Seller is entitled to withhold also all not fulfilled supplies and to withdraw from all purchase agreements without violating the contractual obligations on the Sellers part.

XII. Liability

The Seller, company KAŠPAR A SYNOVÉ - STROJÍRNA KALMAR, s.r.o., manufactures and supplies parts intended for so called flying sport devices, which are operated at own risk of the ultimate operator of such flying sport device.

The Purchaser undertakes to use and/or operate the Goods exclusively in accordance with the Manual as well as relevant generally binding legal regulations, including rules issued by aviation associations or other civil aviation entities, in particular (but not limited to) the Light Aircraft Association of the Czech Republic (in Czech: Letecká amatérská asociace ČR).

If the Purchaser further alienates the Goods, then the Purchaser undertakes and at the same time declares that the Purchaser shall ensure that the next buyer, to whom the Goods have been alienated to, is duly and fully acquainted with the Manual. The Purchaser undertakes to make all reasonable efforts to ensure that the Goods shall be used and/or operated in accordance to the Manual by other buyers. The Seller and the Purchaser hereby declare that this obligation shall be deemed as fulfilled if the Purchaser includes the Manual to the Purchaser's instructions, manuals or other information-materials that are demonstrably provided to other buyers.

The Purchaser explicitly declares and undertakes that if the Purchaser uses and/or operates the Goods in violation of the Manual or/and other relevant generally binding law regulations, including rules published by aviation associations or other civil aviation entities, in particular, the Light Aircraft Association of the Czech Republic (in Czech: Letecká amatérská asociace ČR), or fails to make all reasonable efforts to ensure that the Goods shall be used and/or operated in accordance with the Manual by other buyers, it shall indemnify the Seller from any and all liability and/or any possible claims arising from the obligation to pay damages caused by defect of the product in/on which the Goods were used and/or operated in violation of the Section XII. hereof.

XIII. Place of performance

Place of performance is the registered office of the Seller. Unless otherwise stipulated in the purchase agreement or in these GT&C, the clause „EXW“ Nádražní 39/76, PŠČ 15000, Prague 5, shall apply in accordance to the International Commercial Terms INCOTERMS 2020.

XIV. Applicable law

KAŠPAR A SYNOVÉ - STROJÍRNA KALMAR, s.r.o., valid and effective as of 1 September 2021.

By signing, the Purchaser declares that the Purchaser unconditionally agrees with these GT&C, including the entire Article VIII. (Warranty) and the entire of Article XII. (Liability).

In _____ on _____

Name: _____

Signature: _____

All contractual relationships between the Purchaser and the Seller are governed by the law of the Czech Republic.

XV. Jurisdiction

The Seller and the Purchaser submit all their disputes arising out of or in connection with all their contractual relationships to the jurisdiction of the Courts of the seat of the Seller. Consumer rights are not affected by this agreement.

XVI. Amendments to the GT&C

The Seller reserves the right of changing these GT&C to an reasonable extent. The amendments of the GT&C shall be notified to you via email in advance, at the latest 14 days before the effectiveness of the amendments to the GT&C. In the event that the Purchaser should not agree with the amendments to the GT&C, the Purchaser is entitled to withdraw from the purchase agreement until the amendments to the GT&C take effect by expressing the Purchaser's will to withdraw from the purchase agreement in writing in response to the email by which the amendments to the GT&C were notified. Such withdrawal shall be effective on the day following the day of delivery of the Purchaser's expressed will to withdraw from the purchase agreement. If the Purchaser does not express the will to withdraw from the purchase agreement until the moment the amendments to the GT&C take effect, the GT&C, as amended, shall become an integral part of the purchase agreement.

XVII. Force majeure

The Seller is entitled to suspend the fulfilment of its obligations under the purchase agreement for the period during which the circumstances excluding liability persist (the "Force Majeure"). Cases of Force Majeure include strikes, epidemics, supply disruptions caused by interruptions or restrictions on trade routes - whether shipping, air or land, extraordinary and unpredictable supply disruptions, fire, natural disaster, mobilization, war (declared or undeclared), revolutions, uprisings and embargoes and/or government regulations or other executive measures that prevent the proper operation of the Seller. Force majeure excludes the right to apply sanctions against the Seller affected by Force Majeure. The Seller must immediately notify the Purchaser in writing of this fact and take all possible measures to mitigate the consequences of non-performance of contractual obligations. In the event of Force Majeure lasting longer than forty-five (45) working days, the Seller is entitled to withdraw from the purchase agreement.

XVIII. Final provisions

The Commercial practices between the parties of the purchase agreement maintained generally or in a specific industry field shall not be taken into account.

If individual provisions of these GT&C become ineffective, invalid or unenforceable or if these GT&C contain gaps, this does not affect the effectiveness, validity or feasibility of other provisions.

These GT&C have been drawn up in Czech and English language. In case of discrepancies, the Czech version shall prevail.