

Terms and Conditions of 3 P, spol. s r.o.

Company identification No.: 49448421, registered office at Ostopovická 285/17, Bosonohy, 642 00 Brno

1. General provisions

- 1.1. Terms and Conditions of 3 P, spol. s r.o. (hereinafter referred to as "TC") contain general provisions concerning implementation of individual contracts for work, entered into by 3 P, spol. s r.o. as the contractor, and regulate rights and duties of contracting parties in detail.
- 1.2. These TC shall apply to regulation of contractual relations in case they are referred to in a particular price quote of 3 P, spol. s r.o. or in a contract for work (hereinafter referred to as the "Quote" or the "Contract"). The TC shall apply in the above cases except where different regulation of rights and duties of contracting parties follows from the Quote or the Contract. In such case the TC shall be used in the extent not expressly covered by the Quote or the Contract.

2. Quote (conclusion of Contract)

- 2.1. The proposal for a Contract may be in the form of a Quote. The delivery of the Quote to the other contracting party is a proposal for the Contract. The Quote must be made in writing and delivered to the other party by mail, data box, e-mail, fax or personal handover to the person authorized to act on behalf of the other party. If the parties communicate by e-mail, the Customer undertakes to send notices to the e-mail address fiala@3p.cz with copy to janakj@3p.cz. The content of notices sent to a different address shall not be binding upon the parties.
- 2.2. The Customer acknowledges that it expresses agreement with these TC by accepting the fact that 3 P, spol. s r.o. shall commence the performance of the work according to the confirmed order or acceptance of the Quote.
- 2.3. The contractual relation, or the Contract, shall be established at the moment of unreserved acceptance of the Quote by the Customer, delivered to 3 P, spol. s r.o. in the manner under par. 2.1. hereof and confirmed by the Customer's signature or by its signature plus an imprint of its stamp, this in the period mentioned in the Quote. In the event that the Customer does not unreservedly accept the Quote, the contractual relation shall not be established. In case the Customer adds its counterproposals to the Quote or the draft Contract, the contractual relation shall be established only after 3 P, spol. s r.o. confirms such counterproposals.
- 2.4. The contractual relation may also be established on the basis of oral agreement, including telephone conversation, whereby the Customer agrees with the application and content hereof. The contracting parties undertake to confirm such oral arrangements in writing within 30 days in the manner under par. 2.1. and 2.3. hereof.
- 2.5. The Customer undertakes to enter into any acts through its authorized persons. In case persons that are not expressly specified in the Contract for

Work act on behalf of the Customer, their acts shall be binding upon the Customer. The Customer may be relieved of its liability only in case it stipulates in the Contract for Work that only the persons specified in the Contract may act on its behalf.

- 2.6. The work of 3 P, spol. s r.o. shall be specified through a description, drawing or visualization in the Quote.

3. Subject of Contract

- 3.1. The subject of the Contract shall be the obligation of 3 P, spol. s r.o. to perform the ordered work at its own expense and risk and under the stipulated conditions and the obligation of the Customer to accept the completed work duly and in time and to pay the contractual price to 3 P, spol. s r.o. 3 P, spol. s r.o. shall not be liable for procuring the permit to mount the sign (service etc.) to the place chosen by the Customer. 3 P, spol. s r.o. shall not guarantee the stability of foundations, structures and carriers of the signs (services etc.) that it has not implemented nor for the structural stability of the buildings bearing the signs unless stipulated otherwise in the Contract.
- 3.2. In the event that it is ascertained during the performance of the work that extra works must be performed or other things for the completion of the work must be supplied, which are not mentioned in the accepted Quote or in the concluded Contract for Work, such extension of the work shall be the subject of the amendment to the Contract or a new Contract shall be concluded.
- 3.3. If it is agreed in a particular Contract for Work that all the material or its part necessary for the implementation of a concrete contract shall be procured by the Customer, the Customer is obliged to duly hand over such material to 3 P, spol. s r.o. promptly after it confirms the written Quote; it is agreed that in such case the period for the implementation of the concrete contract shall commence since the moment of a written confirmation of the receipt of all such material by 3 P, spol. s r.o. from the Customer. The price of the concrete contract stipulated in the Contract for Work shall not be reduced by the price of such material. Should the Customer fail to deliver 3 P, spol. s r.o. all the material necessary for the implementation of the concrete contract that is to be procured by the Customer within two calendar days of the Customer's confirmation of the written Quote of 3 P, spol. s r.o., 3 P, spol. s r.o. shall be entitled to procure such material at the Customer's expense and the Customer shall be obliged to settle to 3 P, spol. s r.o. the price of such material and costs of 3 P, spol. s r.o. connected with procurement of such material, beyond the price of the concrete contract stipulated in the Contract for Work, all this in the amount charged by 3 P, spol. s r.o. and within the period of maturity of the invoice issued by 3 P, spol. s r.o. containing the breakdown

of such price and costs. As the case may be, 3 P, spol. s r.o. shall, without undue delay, notify the Customer of unsuitability of things taken over from the Customer in the course of the work execution, it shall communicate the nature of defects to the Customer and agree on the alternative manner of work execution with the Customer. In such case, the deadlines for the execution and handover of the work shall be postponed accordingly and 3 P, spol. s r.o. shall set a new date for the work completion. 3 P, spol. s r.o. shall not be liable for defects or impossibility to complete the work due to unsuitable things or instructions obtained from the Customer, in case the Customer insisted on their use in the process of execution of the work despite having been warned of their unsuitable nature in writing or personally. In the event that the work cannot be completed as a result of unsuitable material supplied by the Customer, 3 P, spol. s r.o. is entitled to the payment of 50% of the price stipulated in the concrete Contract for Work or in the case of performance of a part of the concrete contract to the payment of the amount corresponding to the part of the contract already performed by 3 P, spol. s r.o.

- 3.4. In case that the product is produced on the basis of technical drawings or static calculation made by Customer only the Customer is responsible for correctness of documentation, statics and the technical solution of the product.
- 3.5. The Customer undertakes to ensure such conditions to 3 P, spol. s r.o. that the completed work may be mounted in the place determined by the contracting parties. Should this duty be breached, 3 P, spol. s r.o. shall not be in delay, shall not be liable for any damage caused by the Customer's breach of duty and shall determine a new date for the work completion.
- 3.6. So that the work can be mounted, the Customer shall ensure sufficient construction readiness following the instructions and/or technical documentation from 3 P, spol. s r.o. enough in advance the installation term.
Unless stipulated otherwise in the Contract for Work, the Customer shall ensure sufficient parking space for free parking of vehicles of 3 P, spol. s r.o. Should the Customer fail to meet this obligation, it shall pay any and all costs of parking to 3 P, spol. s r.o. or, as the case may be, 3 P, spol. s r.o. may refuse to mount the work. If such an event occurs, the place of the work handover shall be the workplace specified in par. 5.2. hereof and the work shall be deemed properly handed over.
Unless stipulated otherwise in the Contract for Work, the Customer shall ensure access to the place of assembly on the assembly day and in case the assembly lasts more than one day it shall provide space for free storage of the work that has not been mounted.

The Customer shall ensure the electrical connection in the

place of the sign assembly following the instructions and/or technical documentation from 3 P, spol. s r.o. Such connection shall be in the distance not exceeding 3m from the signage. The circuit breaker and supply cable must always be designed by the Customer adequately to the signage power input. The Customer is responsible for a revision report on the electrical connection. Designed and installed electrical wiring must take into account the effect of all restraining elements, e.g. distance from the switchboard, also of the impedance loop of the protective conductor and the voltage drop due to the length of the conductor. The resulting conditions at the place where the sign is installed must correspond at least to the requirement for the lead cable as documented by 3 P, spol. s r.o. The signage power connection must be protected by a circuit breaker of type C or D. The Customer shall ensure the protection against lightning and overvoltage protection according to norms valid in the country where the work is supposed to be mounted. If these conditions are not fulfilled, the contractual price shall be added extra costs necessary for the completion of the work. In such case, the Customer is obliged to settle the extra costs invoiced.

- 3.7. The Customer shall procure all permits necessary for the assembly. Extra costs arisen due to failure to provide such permits or due to ban on assembly issued by local authorities shall be settled by the Customer to 3 P, spol. s r.o. in full. In such case, the Customer is obliged to settle the extra costs invoiced.
- 3.8. In case the subject of delivery includes some self-standing elements, the Customer shall prepare concrete foundations for anchoring such elements prior to the beginning of assembly. The drawing of the foundations layout and the template for foundation bolts form an annex to the Contract for Work or will be delivered to the Customer by 3 P, spol. s r.o. just after the contract is signed. Extra costs arisen due to failure to procure such works or disabling the assembly because of unsuitable foundations shall be settled by the Customer to 3 P, spol. s r.o. in full. In such case, the Customer is obliged to settle the extra costs invoiced.
- 3.9. Stretching of the vinyl face during the assembly can be performed at the outside temperature of at least 5°C. Gluing to any surface can be done only if outside temperature is between 3°C to 30°C.
- 3.10. In case weather conditions do not conform to the above values, the date of work completion shall be postponed by the period of such adverse weather conditions.
- 3.11. 3 P, spol. s r.o. is not liable for delay caused by circumstances outside its will, i.e. particularly force majeure.
- 3.12. 3 P, spol. s r.o. shall procure material for the execution of the work, unless stipulated otherwise in the concrete Contract for Work.

4. Reservation of ownership right

4.1. The ownership right to the work shall pass on to the Customer by full settlement of the price of the work. Liability for damage shall pass on to the Customer by the handover of the work. Damage to the work arisen after the handover shall not affect the Customer's obligation to pay the stipulated price of the work. Should the Customer fail to settle the final invoice, 3 P, spol. s r.o. shall be entitled to dismount the work at the Customer's expense and remount it after the settlement of the invoice and costs of 3 P, spol. s r.o. connected with dismounting and remounting the work.

5. Handover and takeover of work

5.1. The acceptance certificate shall be drawn up on the handover of the work to the Customer; 3 P, spol. s r.o. is entitled to refuse the handover prior to the settlement of the invoice with maturity before the work completion. In such an event, 3 P, spol. s r.o. shall not be in delay with the handover of the work and shall not be liable for potential damage. The Customer undertakes to take over the subject of the work also in case the work shows minor defects and arrears of work, which however do not prevent its use, whereby the work is deemed handed over. The defects and arrears of work concerned shall be summarized in the acceptance certificate with the manner and date of their remedy. The remedy of such defects and arrears of work shall be performed by 3 P, spol. s r.o. at its expense. The occurrence of minor defects and arrears of work which do not prevent due use of the work shall not affect the right of 3 P, spol. s r.o. to issue the final invoice.

5.2. The Customer shall take over the work in person or through an authorized person on the date communicated by 3 P, spol. s r.o. well in advance, and it shall confirm the handover and takeover in the acceptance certificate. Unless stipulated otherwise in the Contract for Work, the place of handover shall be the premises of 3 P, spol. s r.o. at the address: U Žel. Mostu 373, 675 71, Náměšť nad Oslavou. In case it is agreed in the Contract for Work that 3 P, spol. s r.o. shall perform the work and transport it to a certain place, this obligation of 3 P, spol. s r.o. shall be fulfilled by transporting the work to the place agreed in the Contract. The place of handover shall be the place where the work was transported by 3 P, spol. s r.o. according to the concrete Contract for Work. Should the Customer fail to take over the work although it was duly completed and prepared for handover by 3 P, spol. s r.o., or if the Customer refuses to take over the work, the work shall be deemed accepted by the Customer as of the day when the Customer thwarted the handover by its action or lack of action, i.e. as of the date which was determined for the handover in the call.

The Customer is entitled to refuse to accept the work only in case the defects and arrears of work prevent its use.

5.3. Unless stipulated otherwise, 3 P, spol. s r.o. is entitled to claim the relevant partial prices of the work after completion of a partial delivery.

5.4. Unless specified otherwise in the Contract, the maturity of invoices shall be 14 days from the date of issue.

6. Price of work and payment terms

6.1. The price of the work is agreed according to the Quote or Contract for Work and it may be changed only by an amendment to the Contract for Work or by concluding a new Contract.

6.2. The prices are quoted VAT exclusive. VAT shall be added under legal regulations applicable at the time of fulfillment. In case of deliveries within the European Union that are regulated by so called Reverse Charge System, the VAT will not be charged.

6.3. The Customer undertakes to settle the price of the work as well as extra costs related to the work performance. 3 P, spol. s r.o. is entitled to suspend execution of the work for the period of the Customer's delay with settlement of an overdue invoice to 3 P, spol. s r.o. The deadline for the work handover shall be postponed by that period. The deadline for the work handover shall also be postponed by a period for which the work could not be performed for reasons on part of the Customer or for reasons arisen outside the will of 3 P, spol. s r.o., which hinder the work completion and handover.

6.4. Any delay with settlement of the invoiced amounts is a substantial breach of the Contract, and 3 P, spol. s r.o. is entitled to withdraw from the Contract with immediate effect as well as to withdraw from any other contracts concluded with the Customer or it is entitled to refuse to provide fulfillment ensuing from other contracts until the settlement of all the mature receivables including interest.

6.5. In the event that the Customer fails to take over the work or disables delivery of the work on the agreed date, 3 P, spol. s r.o. shall be entitled to invoice 100% of the price of the work to the Customer.

6.6. In the event that the Customer fails to take over the work it shall be obliged to pay storage fees to 3 P, spol. s r.o. in the amount of 3,- EUR / day / 1 m² of storage area.

7. Warranty period, quality guarantee and liability for defects

7.1. 3 P, spol. s r.o. is liable for defects of the work occurring at the time of handover with the exception mentioned in par. 3.3. hereof.

7.2. The warranty period for the work is 24 months (6 months for fluorescent lamps) of the work handover, if not stipulated otherwise, and shall commence on the day following the date of

handover of the work to the Customer.

- 7.3. 3 P, spol. s r.o. undertakes to provide the quality guarantee for the work handed over to the Customer.
- 7.4. 3 P, spol. s r.o. shall not be liable for defects caused by unprofessional action of the Customer.
- 7.5. 3 P, spol. s r.o. is obliged to remedy the defect ascertained within the warranty period free of charge. The Customer is obliged to claim defects of the work in writing without undue delay after it ascertains the defect.
- 7.6. 3 P, spol. s r.o. is not obliged to remedy defects until the Customer settles all due liabilities related to the execution and assembly of the work.
- 7.7. In the event that the Customer disobeys operating regulations for the signage, delivered to the Customer together with the invoice, a warranty claim may not be asserted.
- 7.8. If a defect not covered by warranty is detected during the repair, or a defect caused by unauthorized interference, although unintentional, with the work is detected, or if the defect was caused by a natural disaster, namely earthquake, flood, lightning, wind greater than 20.7 m/s, hail, explosion, landslide, etc., all costs related to the repair shall be borne by the Customer who is obliged to settle the invoiced costs.

8. Contractual penalties

- 8.1. In the event of the Customer's delay in payment of the price of the work, the contracting parties agree on a contractual penalty amounting to 0.05% of the outstanding amount for each commenced day of delay. The Customer shall pay the contractual penalty to 3 P, spol. s r.o. pursuant to a special invoice.
- 8.2. If the subject of a concrete contract is a tangible result of the activity of 3 P, spol. s r.o., which is protected by industrial or other intellectual property, the Customer is entitled to use such a tangible result only for the purpose and to the extent ensuing from such Contract for Work. The Customer is entitled to use such a tangible result of the activity of 3 P, spol. s r.o. for other purposes or to different extent only upon prior written consent of 3 P, spol. s r.o.
- 8.3. All the information provided by the 3 P, spol. s r.o. to the Customer in the course of performance of a concrete contract based on a specific Contract for Work and required for the manufacture of the subject of the concrete contract may be used by the Customer for the manufacture thereof by a third natural or legal person, by itself or through a third party, or may be used by the Customer for enabling a third natural or legal person the manufacture of such subject of a concrete contract only upon prior written consent of 3 P, spol. s r.o. If a concrete contract includes graphic design for the manufacture of a specific product or if the subject of the concrete contract contains only the

manufacture of a sample or samples of a specific product, the Customer shall be entitled to manufacture the specific product(s) by itself or through a third party at another natural or legal person, or enable a third party the manufacture of such specific product(s) only upon prior written consent of 3 P, spol. s r.o. and provided that the Customer has duly and in full paid the price for the performance of such concrete contract to 3 P, spol. s r.o.

9. Other provisions

- 9.1. Both parties agreed, that Both all legal matters and conditions of mutual contractual relationship are governed by the Czech legal order, namely Act No. 89/2012 Coll., The Civil Code and other legal regulations.
- 9.2. 3 P, spol. s r.o. and the Customer concordantly stipulate the right of 3 P, spol. s r.o. to unilaterally withdraw from a concrete Contract for Work in case the Customer breaches any of its obligations mentioned in these TC and in the Contract for Work. If 3 P, spol. s r.o. becomes entitled to withdraw from a concrete Contract for Work under this Article, it shall promptly notify the Customer thereof in writing. In this case, the withdrawal of 3 P, spol. s r.o. shall become effective as of the day of delivery of the above notice to the Customer.
- 9.3. 3 P, spol. s r.o. and the Customer hereby stipulate the entitlement of 3 P, spol. s r.o. to use the subjects of concrete contracts performed by 3 P, spol. s r.o. for the Customer pursuant to concrete Contracts for Work and the Customer's identification data for the purpose of presentation of 3 P, spol. s r.o. toward third natural and legal persons, even after the cooperation of both parties ends.
- 9.4. 3 P, spol. s r.o. and the Customer concordantly stipulate that all legal relations between 3 P, spol. s r.o. and the Customer established pursuant to concrete Contracts for Work mentioned in Article 1 hereof shall be governed by Act No. 89/2012 Coll., Commercial Code, as amended.
- 9.5. The Customer declares that these TC correspond to its free and serious will and were not concluded under duress or obviously unfair terms.
- 9.6. These TC shall become fully valid and effective as of the date when the Customer expresses its approval of their content and in witness whereof affixes its own signature or the signature of its statutory body specified herein below.

Date: September 25, 2017