



## GENERAL TERMS AND CONDITIONS

Company **EQUICom s.r.o.**, ID No. 28330617, with its registered office at Výstaviště 405/1, Pisárky, 603 00 Brno, Czech Republic, entered in the Commercial Register maintained with the Regional Court in Brno under File No. C 61687 (hereinafter only the „**contractor**“).

### 1. INTRODUCTORY PROVISIONS

- 1.1 These General Terms and Conditions (hereinafter only „**GTC**“) govern the mutual rights and obligations of the contracting parties, which are established by the constituent contracts concluded on the basis of a confirmed order, between the contractor and its client, who orders the rendition of a project (hereinafter only the „**contract**“ and the „**ordering party**“).
- 1.2 These GTC are an inseparable part of the contract.

### 2. THE CONTRACT

- 2.1 The subject of the contract is an obligation of the contractor to render the project in the extent of the order (hereinafter only the „**project**“) and a corresponding obligation of the ordering party to duly and in a timely manner take over the completed project and to pay the agreed price to the contractor.
- 2.2 A duly completed written order is considered a draft of the contract and becomes binding upon its delivery to the contractor. The contract is concluded at the moment, when the contractor without reservation and in writing confirms the order to the ordering party. Any amendments, reservations, limitations or other changes to the binding order shall be deemed a rejection of the draft of the contract and are therefore deemed a new order.
- 2.3 The order shall contain at least the following pieces of information:
  - (a) the business name and registered office of the ordering party,
  - (b) ordering party's identification number and VAT number,
  - (c) unambiguous identification of the project in accordance with to the contractor's offer,
  - (d) the estimated price of the project,
  - (e) the date of completion of the project,
  - (f) mode of delivery.



- 2.4 In the event that circumstances arise that are independent of the contractor's will and cannot be influenced by the contractor, the date of completion of the project is thereby extended by the duration of these circumstances. The contractor shall inform the ordering party in due time.
- 2.5 The ordering party undertakes to provide the contractor with all necessary cooperation for the proper completion of the project, in particular to provide the contractor with access to the place of project realization and to provide the contractor with the necessary documentation.
- 2.6 The ordering party undertakes to secure all the rights of third persons, including the copyrights to the documents, which the ordering party shall hand over to the contractor for the purpose of the project rendition.
- 2.7 During the execution of the project, should there be created a copyright work, then the contractor is the author and owner of such copyright work and the ordering party has a right to use the copyright work only for the purpose, for which the project was executed. Personal copyrights belong to the contractor.
- 2.8 The contract may be altered only after a written agreement of the contracting parties.

### **3. PRICE OF THE PROJECT**

- 3.1 The price of the project is final and it covers all the foreseeable costs of the contractor necessary to complete the project. However, the contractor is entitled to adjust the price of the project, i.e. to decrease or increase it, in the event the scope of the work is changed – either at the request of the ordering party, or in case circumstances beyond the contractor's control should occur. The contractor shall immediately inform the ordering party of such change and should the ordering party not agree with the price adjustment of the project, then it is entitled to withdraw from the contract.
- 3.2 In order to avoid any doubt and with reservation to a different agreement in the contract, the price of the work shall be deemed to include: an eventual design work, costs for all stand construction material, also potentially including the cost for leased parts, delivery of the project to the place of its realization, costs for the instalment of the project at the place of its realization, including connecting the project to electricity, dismantling costs of the project.
- 3.3 In order to avoid any doubt and with reservation to a different agreement in the contract, the price of the work shall be deemed not to include: costs related to the operation and maintenance of the project, commodities, insurance against damage to the project, costs related to renting premises for the purpose of placement of the project, storage of parts of the project after its dismantling.
- 3.4 Unless otherwise agreed by the contracting parties in the contract, the first part of the price of the project of at least 50 % of the final price of the project is due for payment within ten (10) days of the conclusion of the contract, but no later than five (5) days before the start of the relevant trade fair. The balance payment of the price is due within thirty (30) days from the dismantling of the project.



- 3.5 Until the payment of the first part of the price of the project, the contractor is not obliged to start the works on the project. Should the ordering party be in delay with the payment of the first part of the price of the project longer than fourteen (14) days, the contractor is entitled to withdraw from the contract.
- 3.6 In the event of delay, the ordering party shall pay a contractual penalty of 0.5 % of the final price of the work for each commenced day of delay. The claim for payment of the contractual penalty shall not affect the contractor's right to claim full damages.

#### **4. COMPLETION OF THE PROJECT**

- 4.1 The project is completed when it is carried out to the extent specified in the order and when it is functional. The ordering party is obliged to take over the project, even with defects that do not prevent its use.
- 4.2 The ordering party is obliged to state all defects of the project and its objections in the handover protocol, otherwise the project is considered to be carried out perfectly.
- 4.3 For the avoidance of doubt, the defects of the project and other objections of the ordering party stated in the handover protocol do not release the ordering party from its obligation to pay the price of the project in accordance with the provisions of these GTC above.
- 4.4 The liability for damage to the project shall pass to the ordering party at the moment of the handover of the project.
- 4.5 The owner rights of the project shall pass to the ordering party at the moment of full payment of the signature of the handover protocol.
- 4.6 The contractor shall be liable to the ordering party, that the work at the moment of handover has properties either agreed upon by the contracting parties, or which the ordering party could reasonably expect.

#### **5. FINAL PROVISIONS**

- 5.1 The contractual relationship between the contracting parties shall be governed by the laws of the Czech Republic and any disputes may be settled by the court competent according to place of contractor's registered office.
- 5.2 These GTC are an integral part of the contract and can be found on the contractor's website. The order contains a direct link to this website. By signing the order, the ordering party confirms that it has become acquainted with these GTC.