

General Terms & Conditions for Foreign trade (Goods, works, services) – UNIS, a.s. č. 15SP13-OX-001-00_En (rev.0)

I. Introductory Provisions

1. These General Terms and Conditions for orders (hereinafter referred to as the “Terms and Conditions”) are the terms and conditions within the meaning of the Section 1751 et seq. of Act No. 89/2012 Coll., the Civil Code of the Czech Republic, as amended (the “Civil Code”). These Terms and Conditions shall govern the legal relationship that has arisen between UNIS, a.s., as the Customer for goods, work or services (hereinafter referred to as “UNIS” or the “Customer”) and the Supplier of goods, work or services (hereinafter referred to as the “Supplier”), regardless of the fact of what specific type of contract is arranged between them.

The specification of the supplied goods, performed work or provided services (hereinafter referred to as the “Supply”) is defined by the contract, whether in the form of a mutual written arrangement between the parties that is expressly designated as an contract, or in the form of a written order and its written acceptance (confirmation) as identical expressions of will of all of the participants to the contractual relationship regarding the content of the contract (hereinafter referred to as the “Contract”).

2. These Terms and Conditions are an integral part of the Contract and are always binding in the event that reference at them shall be used in the Contract.

3. In the event of a discrepancy between these Terms and Conditions and the Contract, the provisions of the Contract shall prevail.

II. Order Conditions

1. The Contract will be considered as binding if the Contract is concluded in written form (and their written amendments or supplements) only.

2. The Supplier shall accept the Contract in writing within five (5) working days from the date of receipt. The Customer shall have the right to cancel the Contract without any sanction at any time prior to its acceptance (confirmation) by the Supplier.

3. If the confirmation of the Contract and/or the performance by the Supplier deviates from the content of the Contract, the Customer shall be bound in regard to the Supplier only if the Customer has expressly approved such deviation from the order in writing to the Supplier. The Customer have the right

to cancel the Contract without any sanction if the terms of the Contract shall not be accepted by the Supplier.

4. Deviations from the Terms and Conditions will be considered invalid unless they are confirmed by the Supplier to the Customer in written form.

5. In case of any change to the identification and contact data, the Supplier shall notify in writing the proveable changes to the Customer within five (5) working days from the date when the changes have occurred. If not, the Supplier shall bear all costs incurred by the Customer.

6. A supply without installation shall represent a purchase contract according to Section 2079 et seq. of the Civil Code of the Czech Republic.

A supply including installation, or also commissioning, shall represent a works contract according to Section 2586 et seq. of the Civil Code of the Czech Republic.

III. Price

1. The price is stipulated in the Contract as final, fixed and is set out without value added tax (hereinafter referred to as “VAT”), which shall be added to it according to the relevant legal regulations.

2. Unless agreed otherwise in the Contract the price shall include all of the Supplier’s costs necessary for the proper performance of the Supply, such as freight charges, postage, packing charges, documentation, installation and tests, insurance, taxes and similar fees (with the exception of VAT), etc. The price also includes any reward for granting the right to utilize the software and firmware, if such software or firmware is a part of the Supply.

No additional charges of any kind, unless specifically identified as part of the price shall not be accepted by the Customer.

3. In the event that the price in the Contract is not fixed or is not determined on the basis reimbursement payments the Customer reserves the right to demand the relevant documentary evidence justifying the invoiced price.

4. Any Supplier’s change of the price has to be confirmed by the Customer in written form. The Customer reserves the right not to accept such changes.

IV. Payment conditions

1. Unless otherwise agreed, the Supplier is entitled to invoice the price after fulfilment of the subject the Contract (ie. complete delivery and / or performance of the Supply, including delivery of required accompanying technical documentation, certificates,

etc., and fulfilment of all conditions of the relevant Contract, that shall be evidenced by both Parties signed a protocol on handover acceptance of the Contract and / or delivery note confirmed by the Customer for material deliveries-Goods).

2. The Customer shall have an obligation to pay the price to the Supplier on the basis of a tax document (hereinafter referred to as the "Invoice") issued by the Supplier and sent to the Customer.

3. Invoice must contain the formalities required by the relevant legal regulations in particular:

- Invoice number;
- Business and tax ID numbers of Contract Parties ;
- Customer's Contract number, eventually specification of Contract, delivery, construction;
- Description of the subject taxable fulfilment under the Contract, including its precise description;
- Quantity and weight of the Goods;
- Total invoiced amount without VAT;
- VAT (if applicable);
- Total invoiced amount;
- Exchange rate to CZK if the price stated on the Invoice is in foreign currency (if applicable);
- Bank identification number (IBAN, SWIFT code, Account No. in accordance with the Contract);
- date of implementation of taxable fulfilment ;
- Invoice issue date, invoice send date;
- Invoice due date;
- Country of Origin;
- If the invoiced amount consists of several items they have to be properly itemized.

4. The Customer is entitled to return any Invoice which is incorrectly prepared, incomplete or unsupported with relevant documents within the maturity period to the Supplier, without being considered late with payment.

In this case the maturity period is interrupted and new maturity will start at the date when the Customer receives the complete, correct or the new issued Invoice.

5. The Supplier shall have an obligation to issue an invoice as of the date of the performance of taxable Supply.

The date of performance of taxable Supply shall be:

a) in case of the Supply without installation (hereinafter referred to as the "Goods"):

- the date of takeover of the Goods by the Customer, which means the day of transfer of risk of damage to the Goods to the Customer pursuant to the agreed delivery terms (e.g. INCOTERMS 2010)

b) in case of the Supply with installation and services:

- the date of written takeover of the complete subject of the Contract by the Customer.

6. Unless otherwise agreed, payment shall be made within forty five (45) days from the date of receipt of

the properly issued Invoice by the Customer including documents confirming takeover of the Supply in accordance with art. IV, point 1 Terms and Conditions.

7. Not applicable.

8. In case that the Customer will provide the payment the Supplier prior to complete fulfilment of subject of the Contract, the Customer is entitled to require the Supplier to provide a bank or other guarantees and hedging instruments. If the Supplier fails to provide the properly and timely required guarantees, the Customer is entitled to pay the subject of the Contract after full and proper fulfillment only.

9. At any time the Customer is entitled its obligation to pay the price of the Contract to offset against the Supplier's obligation arising from the Contract, in particular the Supplier's obligations arising from penalty for defects, compensation of damages or costs incurred by the Customer to remedy defects.

10. In case of late payment the Supplier shall be entitled to demand interest in the amount 0.03% of the amount due for each day of delay up to a maximum of 5% of the price of Contract.

V. Handover and Takeover of the Supply

1. The Supplier is obliged to deliver the Supply properly and in stipulated terms. Unless otherwise agreed, the Supply shall be taken over:

a) in case of supplies without installation:

- as of written confirmation of delivery of the complete object of the Supply to the place of destination according to the confirmed Contract;

b) in case of supplies with installation and of services:

- as of written confirmation of takeover of the complete object of Supply by the Customer.

2. The Supplier undertakes to delivery the necessary contractual and technical documentation required in accordance with the Contract including documents and certificates confirming quality and completeness of the Supply.

Unless otherwise agreed, all documents provided by the Supplier must be handed over no later than time of delivery in three (3) copies in paper form and one (1) copy in electronic editable form on CD and DVD, in the Czech language, eventually in English or Russian language. Upon the Customer request the Supplier shall also have an obligation to supply, without charge, another language version of the required documents; the language will be specified by the Customer in the Contract.

3. The place of performance is the place stated in the Contract. The time of performance is working days from 8:30 a.m. to 4:00 p.m.

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4. In case that the Customer shall be forced to suspend shipment of the Goods for any reason the Supplier shall ensure its storage at its own warehouses for a period of sixty (60) days without any financial compensation from the Customer.

5. The Supplier shall have the right to supply or perform the Supply or partial supply prior to the agreed time of performance with the express written consent of the Customer only.

VI. Delivery of the Supply, Passage of Ownership Right, Passage of Risk of Damage

1. Unless otherwise agreed, the Supplier shall supply or perform the Supply at its own cost and risk to the agreed place.

2. The delivery conditions in accordance with INCOTERMS 2010 shall be applied for supply of the Goods.

Origin of the Goods will be stated on the Supplier's Invoice, unless other proof of origin is required by the Customer.

3. The Supplier shall attach a delivery note to the Goods with all of the data from the Contract, such as the contract number, part numbers, the exact designation of the goods, contract item and, in case of supplies from European Union countries, the customs tariffs of the Goods. The Supply shall also include a filled in Supplier's Declaration for the purposes of export and customs controls, and further, documents evidencing the origin of the Goods, serving for the purposes of customs, re-export, etc.

4. In the event that the costs of the transport/transportation of the Supply to the agreed place of performance are to be paid by the Customer the Supplier shall have the right to charge the Customer only for those costs that the Customer has approved in advance. Increased costs of transport/transportation (as compared to the usual level in regard to the relevant arrangement) shall be borne by the Supplier.

5. If the transport is performed by a carrier commissioned by the Customer, the Supplier will inform the carrier of the necessary data concerning dangerous goods in accordance with legal requirements.

6. If the Customer informs the Supplier that another transport with a different mode of transport is scheduled and follows initial transport, the Supplier will also follow the relevant legal requirements concerning dangerous goods with regard to such on-going transport.

7. The Supplier shall have an obligation to ensure that:

a) the Goods will be provided with a packing list or delivery note with clear data on the content as well

as with the complete number (mark) of the Customer's order;

b) every part of the shipment (so-called colli) will be provided with clear data on the package regarding the content, as well as the Customer's complete order number (mark);

c) the Customer or receiver shall be informed (notified) in writing without delay, at least 2 working days in advance, of the dispatch of a supply whose receipt in the place of destination requires the presence/cooperation of its receiver, together with clear information on the content, dimension and weight as well as the complete order number (mark). The oversized and heavy load shipment of the Goods shall be notified (advised) by the Supplier in writing of at least twenty (20) days in advance.

8. Ownership right (regardless of the status of the financial settlement between the Customer and the Supplier in connection with the Contract, eg. non-payment, late payment, disputes over the amount of the Invoice or retention) and risk of damage to the Supply shall pass to the Customer:

a) in case of the Supplies without installation: as of written confirmation of takeover (delivery including unloading) of an undamaged supply to the place of destination according to a Contract;

b) in case of the Supplies with installation : as of the signing of the record on handover/takeover of performance by the Supplier and Customer.

9. Materials owned by the Customer and provided to the Supplier free of charge for the purpose of the execution of the Supply shall remain in the ownership of the Customer, must be separately stored, marked and administratively recorded (administered), free of charge. Their utilization is permissible only for the fulfillment of the Supplier's obligations to the Customer. In the case of their depreciation or loss, the Supplier shall have an obligation, at its own cost, to procure and apply the corresponding compensation. The same shall also apply reasonably in regard to materials that the Customer has procured or provided for payment to or for the Supplier for such purpose.

10. The processing and/or modification of materials owned by the Customer is conducted for the Customer. The Customer is directly the owner or co-owner of the modified material or new item. Should it not be possible for legal reasons, it shall be assumed that the Supplier and the Customer have agreed that the Customer is, at any moment of processing or modification, the owner of each new item, or of each intermediate product. The Supplier shall have an obligation to take care of each such new item/intermediate product for the Customer without charge with the professional care.

11. Tools, forms, samples, models, profiles, drawings, standards, style sheets, instructions in any form that the Customer provides, as well as objects manufactured according to them, cannot, without the Customer's written permission, be provided to third parties, or used for other purposes than according to this Contract. They must be protected (secured) against unauthorized viewing or utilization and they must be marked with the Customer's name if technically possible. With the reservation of other rights, the Customer can require their release if the Supplier breaches such obligations.

VII. Tests and Inspection

1. The Customer and/or his appointed representatives have the right to check and/or verify production of the Supply in any phase of the processing to assure that it fulfils the terms of the Contract. The same rule will be applied to any part of the Supply carried out by sub-suppliers of the Supplier.

2. The Supplier is obliged to enable the Customer the access to all workshops and facilities where the manufacturing and testing of the Supply is performed and ensure its professional assistance.

The Supplier shall ensure at his/ their own costs all necessary labour forces, material, energy, fuel, water, office, tools, etc. and documents including drawings, specification, project documentation and other technical data related to the Test, Status of manufacturing Quality. Data in electronic form are preferred.

3. The Supplier shall notify the Customer by fax or e-mail at least ten (10) working days before the Supply is ready for inspection. The Supplier has the right to ship the Goods without inspection if the Customer fails to notify its decision to carry out an inspection to the Supplier by fax or e-mail at least five (5) days prior to shipment.

Inspection costs are borne by the Supplier, the Customer shall bear travel and accomodation costs.

4. These inspections do not release the Supplier from his responsibility to perform the Supply under the Contract and do not limit for its liability requirements that could occur.

5. The Supplier shall regularly provide the Customer with the progress report in accordance with the general rules or the eventual requirements of the Customer.

6. The Customer reserves the right to take over the Supply and take tests to make sure that it meets all the requirements specified in the Contract.

7. The Customer reserves the right to return the Supply which is not in accordance with the requirements specified in the Contract. The Supplier

shall bear cost for dispatch and transport of such returned the Supply.

If the Supplier fails to ensure the proper Supply according to specified conditions, the Customer reserves the right to withdraw from the Contract and conclude a contract with another supplier. Any additional costs arising from that shall be borne by the Supplier.

VIII. Assigment and Sub-Letting

1. The Supplier shall not assign or sub-let the Contract or any part thereof or any benefit or obligation therein or there under, without the prior written consent of the Customer

2. Such consent (if given) shall not in any way relieve the Supplier from any of his liabilities or obligations under the Contract and the Supplier shall remain fully responsible for the acts, defaults and neglects of any Vendor or Sub-Supplier if they were the acts, defaults and neglects of the Supplier.

Supplier bears responsibility for obligation of their sub-suppliers to inspect the works they performed.

IX. Packing and Marking of the Goods

1. The Goods shall be correctly packed for transportation and storage protected against climatic conditions and other risks to prevent its damage or destruction.

Package shall ensure the Goods within transport and transhipments. The protection measures shall be implemented to prevent damage of the goods due to climatic conditions, temperature, humidity, rain, shock, etc. with regard to the different character of goods and Customer requirements so as to ensure safe delivery to the final destination without damage (rust, corrosion etc.) and theft.

2. Package will be provided with the data required by the Customer (at least with the subscriber's address a number of the Contract) on two adjacent sides of each consignment visible indelibly printed letters whose size will not be less than 5 cm (or customized package size) in english language, unless otherwise agreed.

3. In addition, each shipment of goods supplied by the Supplier shall be clearly marked on the sides of the other appropriate international marks (such as "Upper side," "Handle with care", etc.) with respect to the different character of goods and requests for transport, loading and unloading of supplies.

4. All packages are non-refundable and remain the property of the Customer, unless otherwise agreed.

5. If the packages are marked as returnable, the Supplier shall charge the invoice package as a separate item. The Customer is entitled after

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returning the undamaged package to the Supplier to invoice or refund that packaging in the amount stated in the Invoice of the Supplier with reference to the said Invoice on which the packaging has been paid by the Customer.

X. Warranty for Quality, Liability for Defects

1. The Supplier guarantees that the Supply is delivered and / or performed in the required high quality, according to the applicable technical standards, norms and obligations arising from the Contract and in accordance with applicable law.

2. The Supply strictly meets the characteristics, requirements and relevant specifications and drawings.

The Goods is new and free of any defect in its content, materials and workmanship; manufactured with the best technical skills; and using of grade machining and technology equipment.

3. Unless otherwise agreed, the Supplier warrants the Customer that the Supply will have no defects during the period of twenty four (24) months after issuing of Test run certificate, but not longer than thirty six (36) months after take over of Supply by Customer in accordance with article V TERMS, according to what occurs earlier.

4. Subject of the Contract shall be considered defected if its performance does not match the result required in the Contract.

Subject of the Contract has defects, even if it is burdened by the rights of third parties, including copyrights.

5. If upon receipt of the subject of the Contract any defect is founded the Customer shall write a notice of defects and send it to the Supplier. This notice is at the same time considered a request for the Supplier to state the manner and date by which the defect will be removed and the matter redressed.

6. The Supplier is obligated and undertakes to ensure that any defects in the Supply shall be removed at its own expense and without delay, unless otherwise agreed:

- The Supplier shall, within twenty-four (24) hours from the receipt of the notice of defects, come to check the subject of the Contract finding out of defects to the agreed place, which had been notified by the Customer. In this period also submit to the Customer a concrete proposal of solutions for removal of defects and the process by which defects are removed.

- The Supplier will begin to remedy of defects within three (3) working days.

- Deadline for removal of defects or supplement of replaced Goods is ten (10) days after the claim was

sent to the Supplier, or other reasonable period agreed by the Customer and the Supplier.

7. The Supplier is obliged and undertakes at its own costs to eliminate any possible defects in the documentation that the Supplier is required by the Contract or the general legal and technical regulations to supply along with the subject of the Contract, and to supply the Customer a new, corrected or supplemented documentation within five (5) days of receiving such request.

8. Regardless of the nature of the defect and the severity of the breach of the Contract by occurrence of defects, the Customer is always entitled:

- to require the Supplier to remove of defects supplying a new (replacement) claims for defective performance;

- to require the Supplier to repair the defective subject of the Contract;

- to require the Supplier to supply the missing parts of the fulfillment of the Contract;

- to require a reasonable price reduction from fulfillment of the Contract;

- to withdraw from the Contract;

- to check, repair or provide a replacement delivery, himself or through another person, at the Supplier's expense. The Supplier shall agree to fully pay these expenses including of agency fee of 15% in addition to the price costs incurred by the Customer.

The choice between above mentioned demands is solely at the Customer's decision.

9. When the Supply is out of operation from Supplier's guilty as a result of defect, the warranty period shall be extended only by a period equal to the period during which the Supply has not been used for its intended purpose.

10. In accordance with the above specified warranty conditions, all replaced or repaired parts of Supply will be the subject of a new period in its full length.

11. The Supplier shall bear costs associated with the transport of the defective Goods back to the Supplier and / or replacement of the Goods to the place of destination in accordance with the Contract, including the risk of damage of transported Goods.

XI. Contractual Penalties

1. If the Supplier is in delay in fulfillment of the Contract the Supplier shall be obliged to pay the Customer the contractual penalty in the amount of 0.3% of the price of Contract (without VAT) for each day of delay. Obligation to pay a penalty does not affect the Customer's right to compensation of damages.

2. If the Supplier does not remove the defect within the period stated in article X. WARRANTY FOR QUALITY, LIABILITY FOR DEFECTS, the

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Customer is entitled to invoice the contractual penalty in the amount of 0,1% of the price of Contract for the each day.

3. The payment of the contractual penalty shall not affect the Customer's right to the compensation of damage exceeding the contractual penalty.

XII. Delay, Withdrawal from Contract

1. If the Supplier is supposed to be in delay with fulfilment of the Contract, the Supplier shall immediately notify the Customer in writing. The Supplier is obliged to follow the Customer instructions and take all necessary steps to stop some delay.

2. If the Supplier is in delay with fulfilment of the Contract the Supplier shall immediately notify the Customer in writing and advise the earliest start day in fulfilment of the Contract.

The Customer in that way is entitled, without giving up any other rights and claims of the Contract, to withdraw from the Contract and to take measures that are necessary in this situation to ensure its potential liabilities to the Client. Any extra costs incurred by the Customer as follows, the Supplier is obliged to reimburse the Customer on its request. It does not apply only if it is a force majeure act.

3. If the Supplier fails to fulfill its obligations under the Contract, the Customer shall have the right to decide for one or more following possibilities:

- to withdraw from the Contract in full or in part without penalty;
- to require immediate repair or a new Goods;
- to demand reimbursement of expenses related to the repair of the Supply performed by the Customer;
- to require the granting of a discount;
- to repair of the Supply through the third party at the Supplier's expense.

The Supplier is obliged to accept the choice selected by the Customer.

4. The Customer reserves the right to demand compensation for damages incurred as a result of a breach of the Supplier's obligations.

5. The Customer is entitled to withdraw from the Contract with immediate effect and efficiency if the Supplier:

- substantially breaches any of its obligations under the Contract;
- bankruptcy proceedings were declared for the Supplier or the Supplier becomes insolvent.

The Customer's right to compensation of damages exceeding the contractual penalty shall not be affected.

XIII. Confidentiality

1. Supplier undertakes to keep confidential and in secret all written and oral information received from the Customer within the framework of the Contract which are declared confidential by the Customer.

2. The Supplier also agrees not to use such information for any purpose except the fulfillment under the Contract.

3. All drawings, specifications and other technical documentation provided by the Customer to the Supplier shall remain the property of the Customer and will not be copied or disclosed to any third party without prior written consent.

4. The obligation to maintain confidentiality shall be kept even after the termination of the contractual relationship. In the event of a breach of obligations according to this article, the breaching party to the Contract shall have an obligation to pay a contractual penalty in the amount of CZK 1 000 000 (1 million) for each such breach.

The payment of this contractual penalty shall not affect the Customer's right to the compensation of damage exceeding the contractual penalty.

5. The above-mentioned obligations shall be valid for a period of ten (10) years after the expiry of the effectiveness Contract.

XIV. Force majeure

1. Neither party to the other party will not be liable for breach of its obligations under the Contract if fulfillment of the Contract is prevented by circumstances beyond its control, provided that these circumstances could not be or were not expected or predicted by this party. Force majeure circumstances are considered lawful strikes, natural disasters, war, mobilization, embargoes, seizure of property, civil riots and similar events that temporarily or permanently prevents fulfillment of obligations under the Contract. Force majeure had to happen after the entry into force of the Contract and could not be any of the parties to the Contract influenced or averted.

2. Party affected by Force majeure circumstances shall promptly notify the other party in writing on the intervention and on the cessation of such circumstances. Affected party shall submit documents confirming application of these circumstances and evidencing that this particular situation has got a significant influence on fulfillment of the Contract. If Force majeure prevents one or both parties from fulfilling his obligations, each party shall compensate their own expenses related to Force majeure. The Supplier shall continue to perform its obligations under the Contract if it is actually efficient and shall find any suitable

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alternative means not affected by Force majeure circumstances.

3. If the delay caused by Force majeure circumstances takes more than two (2) months from the date of notification the parties shall act to modify the terms of Contract.

4. If any agreement on change of the terms of the Contract is not achieved within one (1) month from the commencement of negotiations, either party has the right to withdraw from the Contract by written notice to the other party. Withdrawal shall become effective on the day of receipt of notice of withdrawal to the other party.

5. The Supplier shall not refer to Force Majeure if their effects occurred at a time the Supplier is in delay.

XV. Governing Law and Disputes

1. The legal relationship of the parties to the contract shall be governed by the law of the Czech Republic.

2. All disputes possibly arising out or in connection with the Contract shall be initially dealt with an effort to achieve agreement. If any agreement is not achieved the disputes shall be settled by an objectively competent court - Regional court in Brno (Czech Republic).

3. Court proceeding shall be in czech language if not agreed english or other language.

4. Formal law of mentioned court shall be applied.

XVI. Final Provisions

1. Both parties are required to inform immediately the other party of any circumstances that might affect the fulfillment of obligations resulting from the Contract.

2. If any provision of the contract or these Terms and Conditions is or become invalid or ineffective, instead of the invalid provision a provision enter in force whose meaning is most closely to invalid provision. The invalidity or unenforceability of one provision shall not affect the validity of the other provisions of the Contract or of these Terms and Conditions.