



TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS FROM ALBA Professional s.r.o.
version 9/2026

1. Validity and definitions

- 1.1 These Terms and Conditions govern the terms and conditions of purchase of the Goods by ALBA Professional s.r.o., with its registered office in the Czech Republic, Hořovice, Sklenářka 487/1, Postal Code 268 01, ID No.: 19284055, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 455637.
- 1.2 Purchase Agreement. The Purchase Contract shall mean the Purchase Contract concluded on the basis of the Buyer's written order delivered to the Seller and delivery of its written confirmation to the Buyer. An order confirmation that contains additions, reservations, limitations or other changes shall be deemed a rejection of the order and shall constitute a new proposal by Seller to enter into the Purchase Contract, even in the case of such addition, reservation, limitation or other change that does not materially alter the terms of the order.
- 1.3 Buyer and Seller. In these Terms and Conditions, Buyer shall always mean ALBA Professional s.r.o. Seller shall mean Buyer's supplier, but always only a business. For the avoidance of doubt, the parties expressly confirm that they are entrepreneurs and enter into the Purchase Agreement in the course of their business.
- 1.4 Time Limits. Unless otherwise expressly stated, deadlines are stated in calendar days.
- 1.5 Material Breach. A material breach of the obligations set forth in the Purchase Contract and/or these Terms and Conditions shall be deemed to be, in particular, a delay by the Seller in fulfilling its obligation to deliver the Goods to the Seller in due and timely manner or a delay in fulfilling the Seller's obligation arising from liability for defects pursuant to Article 5 of these Terms and Conditions.
- 1.6 The Operator. The Buyer has an establishment at the address of the Czech Republic, Hořovice, Sklenářka 487/1, postcode 268 01. The Buyer acknowledges that the manufacture, or assembly, of the final products and receipt of the Goods takes place at the Premises, unless otherwise expressly stated in these Terms and Conditions.
- 1.7 Liquidated Damages. All contractual penalties under these Terms and Conditions shall always be payable within 14 days of receipt of the contractual penalty statement by the other party. Payment of liquidated damages shall not affect the Buyer's right to compensation in any way.
- 1.8 Goods. In these Terms and Conditions, Goods shall mean tangible movable things and their components, including services related to the Goods, which the Seller undertakes by the Purchase Contract to deliver to the Buyer and to transfer to the Buyer the ownership right to such things and the Buyer undertakes to take them over and to pay the Seller the purchase price for them, irrespective of whether the Goods are referred to in the Purchase Contract as Goods, spare parts, etc.

2. Quality, packaging and documents for the Goods

- 2.1 Quality, workmanship and workmanship. The Goods must comply with all technical requirements and technical and safety standards for the type of Goods, both mandatory and recommendatory, including with respect to the final product of which the Goods are to be part. The Goods and the components used to manufacture them must be new, unused, undamaged and made of good quality materials. If the Goods are supplied on the basis of samples, designs or drawings, they must conform entirely to such samples or drawings. In the event of a conflict between the samples, designs or drawings and the Purchase Contract, the determination in the Purchase Contract shall be conclusive in determining the quality and workmanship of the Goods. The Goods must be capable of giving a consistently standard performance in accordance with the characteristics and quality specified in the Purchase Contract and be fully fit for the purpose for which they are supplied. The Buyer's assignment under the Purchase Contract does not relieve the Seller of its obligation to act with professional care and to notify the Buyer in writing, in particular in the event of an assignment or instruction which is unsuitable, does not meet the purpose of the Purchase Contract or is incomplete or insufficient. The Seller declares and undertakes that before confirming the Purchase Contract it has verified and confirmed that it is able to properly and timely manufacture and deliver the Goods in accordance with all specifications, both statutory and contractual (e.g. norms, guidelines and standards). The Goods shall not be encumbered by legal defects, such as liens.
- 2.2 Packing, Securing and Arrangements of Goods. For any transportation, the Seller shall pack, secure or otherwise provide for the Goods for transportation in a reasonable manner customary in the course of trade, but always in such a way that the Goods cannot be damaged or rendered unusable during transportation, including loading and unloading. The packaging of the Goods must enable the Goods to be stored safely without loss of quality. The packaging of the Goods must

bear in a visible place the legible markings of the Seller, the Buyer, the order number, the Goods identification number (ID), the quantity and type of the Goods according to the markings and breakdown specified in the Purchase Contract and the instructions for storage and safe handling of the Goods, i.e. in particular the handling marks for marking the transport packaging, the identification marking of the returnable packaging and the markings required by the legislation governing the manufacture, use and other handling of the Goods. In the event that the Buyer provides the Seller with returnable packaging for delivery of the Goods, the Seller shall treat such packaging with professional care and shall bear the risk of its loss and/or damage, for whatever reason, for so long as the returnable packaging is returned to the Buyer. The Seller shall, upon written request, return the returnable packaging within 7 calendar days of receipt of the written request by the Buyer. If the Seller fails to return the returnable packaging and/or damages it, then the Seller shall compensate the Buyer for damages in the amount of the price of the new packaging.

- 2.3 Documentation for the Goods. Together with the Goods, the Seller shall deliver to the Buyer the documents specified in the Purchase Contract. If such documents are not expressly stated in the Purchase Contract, the Seller shall provide the Buyer with all documents necessary for the acceptance, free disposal, clearance and use of the Goods, in particular documents governing the technical conditions of installation, operation and maintenance of the Goods and the conditions of their storage. The Seller shall also provide the Buyer with the certificates belonging to the Goods specified in the Purchase Contract and/or required by law for the Goods in question. The Seller shall provide these certificates to the Buyer so that the Buyer always has a valid certificate. Certificates shall, according to this provision, mean in particular declarations of conformity of products, systems, etc. In the event that the ordered Goods are required, either by law or by the Buyer, to be accompanied by the prescribed documents (certificates, measurement reports, proof of tests, attestations, etc.), in particular safety data sheets in the current version according to Regulation (EC) No 1272/2008 (CLP Regulation) and Regulation (EC) No 1907/2006 of the European Parliament and of the Council (REACH Regulation) for chemical substances and chemical compounds, the Seller is obliged to duly deliver these before or at the latest with the delivery of the Goods. The necessary elements of the delivery shall include a delivery note which shall always include at least the delivery note number, the order number (if stated on the order), the item name, the item ID in Buyer's format, the item serial number (if stated), the number of units of Goods to be delivered and the unit of measure.

3. Delivery of Goods and transfer of title

- 3.1 Place of Delivery. Unless otherwise provided in the Purchase Agreement and unless Buyer designates a different place of delivery at any time prior to delivery, Seller shall, at its sole cost and risk, deliver the Goods to Buyer at Buyer's Place of Business.

- 3.2 Delivery Clause. Delivery of the Goods shall be subject to the delivery clause of the Buyer's DDP Place of Delivery under the INCOTERMS 2010 Rules.

- 3.3 Title. Title to the Goods shall pass to the Buyer upon proper delivery.

- 3.4 Liquidated Damages. If the Seller fails to fulfil its obligation to deliver the Goods specified in the relevant Purchase Contract to the Buyer in a timely and/or proper manner, the Buyer shall be entitled to a contractual penalty against the Seller in the amount of 0.3% of the purchase price of the Goods for each day of delay in the proper delivery of which the Seller is in default.

4. Term of performance and Buyer's cooperation

- 4.1 Delivery on working days and during working hours. If the place of delivery of the Goods is the Seller's Premises, the Buyer shall deliver the Goods on

working days and during the Seller's normal business hours, no later than 1.30 p.m.

- 4.2 Delivery Date. The time for delivery of the Goods by the Seller to the Buyer is set out in the Contract of Sale.

- 4.3 Postponement of delivery. If the Buyer notifies the Seller in writing within 5 days prior to the agreed delivery date of the Goods that it postpones the delivery date, the Buyer shall be entitled to postpone the agreed delivery date, but not more than 60 days.

5. Warranty and claim for defective performance

- 5.1 Warranty for the Goods delivered and its duration. The Seller provides the Buyer with a guarantee for the Goods delivered. The Seller undertakes that the Goods delivered under the Purchase Contract shall be fit for the purpose specified in the

Purchase Contract, otherwise for the usual purpose, and that they shall retain the characteristics specified in the Purchase Contract during the warranty period. If the Purchase Contract does not provide for certain characteristics of the Goods, the Seller warrants to the Buyer that the Goods delivered under the Purchase Contract will retain their usual characteristics during the warranty period. The warranty period is 36 months and starts from the date of delivery of the Goods by the Seller to the Buyer.

- 5.2 Defect Report. If the Buyer discovers any defects in the Goods delivered, unless otherwise provided for in the Purchase Contract or these Terms and Conditions, the Buyer shall execute a defect report which shall include the delivery of the Goods, the person who discovered the defect, the date of discovery of the defect, the Buyer's assessment of the nature of the defect. The Buyer shall deliver this notice to the Seller without undue delay, together with a request for notification of the proposed method of elimination of the defects and negotiation of remedy, or its own choice of claim.
- 5.3 Buyer's Claims. The Buyer shall have the sole choice of the claim for liability for defects in the Goods and the choice of the method by which the identified defects are to be remedied, without being bound by the Seller's proposals. The Buyer may, at the Buyer's sole cost and expense, or at the Buyer's direction, if necessary, inspect the Goods, perform the necessary acts to detect defects, sort out, repair or arrange for replacement delivery, without such actions taken by the Buyer affecting the warranty for the Goods delivered. The Seller undertakes to reimburse the Buyer in full for such costs. In this case, the Buyer is obliged to duly document the costs incurred according to the previous sentence and to take documentation from which the defects of the Goods are evident (photo documentation, video documentation, etc.), the choice between these claims being exclusively for the Buyer.
- 5.4 Seller's Default. In the event that the Seller is in any default in the performance of its obligation under the liability for defects, the Buyer shall be entitled to choose the liability claim and/or the method of remedying the defect and the time limit for performance.
- 5.5 Additional Election of Defects Liability Claim. If it subsequently becomes apparent that the defects in the Goods are irreparable or that there is an unreasonable cost associated with the repair, the Buyer may request delivery of replacement Goods or assert a different defect liability claim pursuant to clause 5.3, provided that the Buyer notifies the Seller of its decision without undue delay after the Seller has notified the Buyer of this fact.
- 5.6 Failure to remedy defects in the Goods. If the Buyer makes a defect liability claim under clause 5.3 (i), (ii) and (iii) of these Terms and Conditions and the Seller fails to remedy the defects in the Goods in the manner and within the time specified by the Buyer, or if before the expiry of the time the Seller notifies the Buyer that it will not remedy the defects, the Buyer may withdraw from the Contract of Sale or claim any other entitlement under clause 5.3 of these Terms and Conditions.
- 5.7 Failure to pay the Purchase Price until the defects have been remedied. The Buyer shall not be obliged to pay the Seller the purchase price of the defective Goods which has not yet been paid to the Seller until all defects in the Goods have been remedied.
- 5.8 Serial Defect. In the event that the subject of a delivery or repeated deliveries is Goods of the same kind and at least 10% (but not less than 2 units or other units of measure) of the total number of Goods of that kind delivered based on all deliveries preceding the month in which notice of a serial defect is delivered to Seller, are subject to the same defect, such defect shall be deemed to be a serial defect (and all Goods of the same kind delivered to date shall be deemed defective). The Buyer shall be entitled to assert its rights under the liability for serial defect against the Seller within 3 years from the date of expiry of the warranty period of the Goods.
- 5.9 Repeated defect. In the event that an identical defect in the Goods appears within 2 days after the Seller has remedied the defect, this defect shall be deemed to be an unremedied defect, with all the consequences arising therefrom (in particular, claims for liability for defects or liability for damages).
- 5.10 Contractual penalty. In addition to claims for liability for defects, the Buyer shall be entitled against the Seller to payment of a contractual penalty for delay in fulfilling the Seller's obligations arising from liability for defects in the Goods in the amount of 0.3% of the purchase price of the defective Goods (without taking into account any discounts from the purchase price) for each day of delay in fulfilling the obligation arising from liability for defects.
- 5.11 Exclusion. The Parties exclude Sections 1965, 2103, 2104, 2105, 2106, 2107 and 2112 of the Civil Code.

6. Purchase Price and Payment Terms

- 6.1 Amount of the purchase price. Buyer shall pay Seller the Purchase Price set forth in the Purchase Agreement. The Purchase Price shall include all costs of the Seller,

including but not limited to taxes, duties, insurance and transport, unless otherwise provided in the Purchase Contract.

- 6.2 Original Invoice. Payment of the Purchase Price by wire transfer shall be made by the Buyer on the basis of the original invoice. The invoice must contain the elements of a tax and accounting document, in particular: the order number, the designation and specification of the Goods, the quantity of the Goods, the unit purchase price of the Goods, the amount of the discount to which the Buyer is entitled and the total purchase price for the Goods less the discount. The invoice must be accompanied by a document proving proper delivery of the Goods confirmed by the Buyer. The Seller is obliged to issue a separate invoice to the Purchase Contract, unless otherwise stated in the Purchase Contract. In the event of a correction or addition to the invoice, the delivery of a proper invoice shall be deemed to be the moment of delivery of a new proper invoice.
 - 6.3 Maturity of the Purchase Price and Consignment. The maturity of the Purchase Price is set out in the Purchase Agreement. If the due date of the purchase price is not specified in the Purchase Contract, the Buyer shall pay the purchase price within 60 days from the date of receipt of a proper and complete invoice by the Seller.
 - 6.4 Set-off, assignment and pledge of claims. The Buyer shall be entitled to unilaterally set off against the Seller's claims under or in connection with the Purchase Agreement or these Terms and Conditions any of its claims or claims acquired by assignment against the Seller. The Seller shall only be entitled to assign and/or pledge its claims against the Buyer with the Buyer's written consent. In the event that the Seller assigns and/or pledges claims against the Buyer under the Purchase Contract or these Terms and Conditions in breach of this Article, the Seller shall be obliged to pay the Seller a contractual penalty of 10% of the amount of the claim that should have been subject to the assignment and/or pledge.
 - 6.5 Liquidated damages and statutory interest. In the event of default by the Buyer in the payment of the purchase price due, the Seller shall be entitled to a contractual penalty against the Buyer in the amount of 0.03% of the amount due for each day of delay and statutory interest on the delay.
- ## 7. Termination of the Purchase Contract
- 7.1 Withdrawal from the Purchase Agreement. Unless the Purchase Contract or these Terms and Conditions provide otherwise, the Buyer is entitled to withdraw from the Purchase Contract in accordance with the laws of the Czech Republic, especially in the event of a material breach. The Buyer shall also have the right to withdraw from the Purchase Contract in the event that insolvency proceedings are initiated against the Seller in accordance with the relevant legislation or if the Seller enters into liquidation. The Seller shall have the right to withdraw only in the event of default in accordance with the laws of the Czech Republic, provided that a material breach shall be deemed to be a demonstrable default by the Buyer in the timely payment of the Purchase Price which is caused by the Buyer and which exceeds 30 days.
 - 7.2 Goods after transfer of title. Unless otherwise provided in the Purchase Contract, the Goods delivered to which title has passed or been transferred to the Buyer prior to withdrawal from the Purchase Contract shall be returned by the Buyer to the Seller within a reasonable time after withdrawal from the Purchase Contract, unless the Parties agree otherwise in writing. The Seller shall at the same time return to the Buyer the purchase price or part thereof paid so far.
 - 7.3 Withdrawal before delivery. The Buyer has the right to withdraw from the Purchase Contract, even without reason, but no later than the time of delivery of the Goods. In such case, the Buyer is obliged to reimburse the Seller for the costs reasonably incurred in connection with the performance of the Purchase Contract, up to a maximum of the purchase price stated in the cancelled Purchase Contract. The Seller is obliged to send the Buyer a written quantification of the costs together with documents proving the incurrance of these costs within 30 days from the date on which the Seller received the notice of cancellation, otherwise the Seller's claim under this provision of the Terms and Conditions shall expire.
 - 7.4 Settlement. In the event of withdrawal from the Purchase Contract, the Parties shall settle among themselves in the manner and within the time limits specified by the Buyer.
 8. Liability for damages and insurance
 - 8.1 Liability. The Seller is obliged to compensate the Buyer for damage to property (damage), including non-pecuniary damage, which the Buyer, the Buyer's customers or other persons incur in connection with performance under the Purchase Agreement or breach of law, including damage which the Seller could not have foreseen. Compensation for damages is payable within 14 days of receipt by the Buyer of the Seller's statement of damages.
 - 8.2 Insurance. The Seller undertakes to take out, no later than the date of signing the

Purchase Contract, sufficient insurance against damage caused by defective Goods and damage caused by operational activities, in an amount appropriate to the type of Goods and the Seller's operational activities. In the event of the Buyer's request, the Seller shall also undertake to provide demonstrable evidence by submitting a certified copy of the concluded insurance policy or a written confirmation of the insurance company on the conclusion of the insurance policy, its subject matter, the amount of the insurance benefit and other facts relating to the concluded insurance policy as required by the Buyer. The Seller shall maintain the above insurance in force

and uninterrupted throughout the period of performance of the Purchase Contract (at least until the end of the warranty).

9. quality control and assurance

9.1 Subcontractors. If Seller intends to supply equipment manufactured by a subcontractor as part of the performance of the Purchase Contract or as part of the Goods, Buyer shall have the right to request a written list of qualified subcontractors from Buyer.

9.2 First Article Inspection. Seller shall notify Buyer in writing of the scheduled first shipment of Goods and invite Buyer to inspect such Goods at Seller's facility. The notice shall be delivered to Buyer at least 5 days prior to the scheduled shipment of Goods. Buyer shall have no obligation to make such inspection and in the event Buyer fails to make such inspection, Seller may properly deliver the Goods to Buyer. The Seller shall have this obligation in the case of an initial delivery of Goods.

9.3 Inspection of Manufacturing Process. Seller shall notify Buyer in writing in advance and in sufficient time of any material change in the manufacturing process, including the use of a different design and/or different manufacturing material; manufacturing on equipment moved to a different manufacturing facility or different manufacturing process; manufacturing using different technology; change in supplier of components, materials and/or services (e.g. heat treatment), i.e. anything that could have a similar effect, particularly with respect to the safety and function of the Goods.

9.4 Audit. The Buyer and/or third parties authorised by the Buyer shall be entitled to audit the Seller and its individual subcontractors upon prior written request during working days and normal working hours. The Seller shall provide the Buyer and/or third parties authorised by the Buyer with the opportunity to audit the Seller and/or its subcontractors, at the Buyer's request, of the progress of the production of the Goods and the production facilities requested, at their company's headquarters or at the plant where the production of the Goods in question takes place.

9.5 Archiving. Seller shall retain all books and records relating to or arising out of the Purchase Agreement for a period of not less than 10 years from the date of the Purchase Agreement. In particular, Seller shall maintain records of compliance with the requirements under the Purchase Agreement, lists of subcontractors, materials and processes used, and standard parts of the Goods under the Purchase Agreement.

10. Final arrangements

10.1 Confidentiality. All information provided by Buyer to Seller shall be deemed confidential and a trade secret. Seller agrees not to inform third parties of the existence and contents of any contract between Buyer and Seller. The Seller shall not, without the prior express written consent of the Buyer, disclose or make available to third parties any information or documents relating to any contract between the Buyer and the Seller which has already been and/or will be communicated or otherwise made available to the Seller. Nor shall the Seller be entitled to use the information for its marketing and business purposes, in particular to prove references in tenders or in its advertising and promotional materials, without prior express written consent.

10.2 Buyer's technical and other documentation. All technical and other documentation provided by the Buyer to the Seller in connection with the performance of the Purchase Agreement shall remain the exclusive property of the Buyer. The Buyer's exclusive property shall include all technical and other solutions and procedures that the technical and other documentation depicts. The Seller shall be entitled to use the technical and other documentation only in connection with the Goods for the performance of the Purchase Contract.

10.3 Right of Use. The Seller declares that the Goods shall belong to the Buyer from the date of acceptance of the Goods with a non-exclusive, unrestricted right to use the Goods to the fullest extent possible in accordance with the relevant industrial or intellectual property legislation. The right to use the Goods is unlimited in time, territory, is transferred as a right free of charge, transferable with the right of sublicense and assignable without the need for the consent of the originator or owner of the industrial or intellectual property. Any remuneration for granting these rights is included in the purchase price of the Goods.

10.4 Change of Circumstances and Force Majeure. Seller assumes a change of circumstances within the meaning of Section 1765 et seq. of the Civil Code. Buyer

shall not be liable for any delay or breach in the event of so-called force majeure.

10.5 Insolvency, VAT and other arrangements. The Seller is obliged to comply with the law and to behave in such a way that their actions cannot give rise to a reasonable suspicion of the commission or perpetration of a criminal offence, even one that could be attributable to the Seller pursuant to Act No. 418/2011 Coll., on Criminal Liability of Legal Persons and Proceedings against them, as amended. The Seller undertakes to notify the Buyer without undue delay of its insolvency or apparent threat thereof or any other fact which would or could have a particular effect on the timely and proper performance of the Purchase Contract and the payment of value added tax (hereinafter referred to as "VAT"). In the event of a suspected or apparent threatened insolvency of the Seller or suspected non-payment of VAT or its evasion or evasion of a tax advantage, the Purchaser shall be entitled to pay the VAT on the taxable supply directly to the competent tax authority. In such a case, the Buyer shall notify the Seller without undue delay. By paying the VAT to the account of the tax office, the Seller's claim against the Buyer in the amount of the VAT paid shall be deemed to be paid, regardless of other provisions of the Purchase Agreement and/or the Terms and Conditions. At the same time, the Seller shall promptly notify the Buyer in writing whether the payment so made is registered by its tax authorities.

10.6 Delivery. All documents and/or written communications pursuant to these Terms and Conditions shall be delivered by postal licensee, facsimile or electronic mail, or alternatively by personal delivery. Seller shall deliver documents to Buyer's Premises address.

10.7 Governing Law and Dispute Resolution. The rights and obligations of the Parties, including the conclusion of the Purchase Agreement, shall be governed by the laws of the Czech Republic. The Vienna Convention on the Contract for the International Sale of Goods (1980) is excluded. The Parties hereby undertake to use their best efforts to settle any disputes arising out of or in connection with the Purchase Contract amicably. The Parties further agree that if they fail to resolve any dispute or claim arising out of or in connection with the Purchase Agreement amicably, they shall submit such dispute or claim to the competent court of the Buyer's domicile for final determination.

10.8 Changes. Any amendments and/or additions to the Purchase Agreement or the Terms and Conditions shall be in writing; this shall also apply to any change in the form of this Agreement.

10.9 Interpretation. Beyond the express provisions of the Purchase Agreement and these Terms and Conditions, the Parties do not wish any rights and obligations to be inferred from past or future practices established between the Parties or customs observed generally or in the industry relating to the subject matter of the Purchase Agreement and/or the Terms and Conditions, unless otherwise expressly agreed in the Purchase Agreement and/or the Terms and Conditions. In addition to the foregoing, the Parties acknowledge that they are not aware of any previously established commercial custom or practice between them.