



JUSTUR spol. s r.o.
SK-91601 Stará Turá

General Business Terms and Conditions JUSTUR spol. s r.o.

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1 General provisions

1.1 All deliveries and performances are carried out on the basis of the following business and delivery terms and conditions of JUSTUR s.r.o. (hereinafter referred to as JUSTUR). The following terms and conditions shall also apply to repairs and the commissioning of machinery and equipment.

1.2 Their applicability may be completely or partially excluded only by a written agreement when concluding a particular business. If the customer does not dispute the order confirmation within one working week of the receipt of order confirmation, the business and delivery terms and conditions of JUSTUR will apply to the full extent and without restrictions as accepted.

1.3 General contractual and business terms and conditions, in particular the customer's purchase terms and conditions, shall not apply to deliveries or performances of JUSTUR, unless JUSTUR explicitly recognizes them.

1.4 JUSTUR reserves the right to change these general business terms and conditions.

2 Order acceptance, performance data

2.1 Orders issued and delivered on the basis of valid offers by JUSTUR shall apply in their scope as accepted only after JUSTUR's written confirmation, by sending an order confirmation or by signing a contract. In case of small orders (spare parts, components up to EUR 1,000.00) by direct provision of the ordered delivery or performance.

2.2 Performance data of machinery and equipment are binding only if they are based on a currently valid offer and are explicitly confirmed by JUSTUR. Pictures, dimensions and weights listed in the offers are informative only. Definitive data are specified only when the order is being handled.

2.3 Structural and software changes, which are considered meaningful due to technological development or structural change of the purchased component, remain reserved.

2.4 If these changes impact the price, JUSTUR shall be entitled after an agreement with the customer to increase the price accordingly. All changes must be confirmed by both parties.

3 Prices, payment terms, delayed payment

3.1 JUSTUR's sales prices are listed without VAT and apply EXW from the plant without packaging, shipping, and insurance costs, unless the offer expressly states otherwise.

3.2 The payment terms for deliveries of machinery and equipment are valid according to the offer or commercial contract. The date of payment shall be deemed to be the date of crediting the payment to JUSTUR's account.

3.3 In the retail sale of tools, accessories, consumables and spare parts, the entire invoiced amount shall be due within 14 days of delivery. Invoices for service and assembly works shall be due within 14 days of billing.

3.4 In the event of failure to meet the due dates or the payment amounts, interest on late payment shall be charged in the amount of 8% p.a. above the basic interest rate of the ECB, unless otherwise agreed. The claiming of other damages as a result of delay remains reserved. JUSTUR shall be entitled to settle the incoming payments for older receivables first, then costs and interest on major performances, and only then the principal claim.

3.5 If the customer fails to pay due invoices within the set due dates, or if upon the conclusion of the agreement the customer's financial situation deteriorates, or if JUSTUR receives unfavourable statements doubting the customer's solvency or credit after concluding the agreement, JUSTUR shall be entitled to designate the remaining residual obligation as being immediately due and by changing the established agreements to demand payment in advance or a monetary guarantee, or the immediate payment of all claims based on the same legal relationship after the completed delivery. This shall apply in particular when the customer suspends its payments, if it entered into liquidation, if bankruptcy or restructuring proceedings were initiated, or if a motion for commencement of bankruptcy or restructuring proceedings were filed, or if the bankruptcy proceedings were not opened due to a lack of assets.

4 Delivery and implementation deadlines, delay in implementation, partial delivery

4.1 Implementation deadlines start from the date of receipt of the first advance payment according to the offer, or from the date of issue of order confirmation if the advance payment has not been agreed, and are deemed to have been met if the customer has been invited to the Factory Acceptance Tests or if the customer has been notified of readiness for handover before the end of the deadline.

4.2 Delay in delivery caused by the carrier shall not be deemed as a failure to meet the deadline for delivery.

4.3 Compliance with the deadlines for performances assumes timely delivery of all necessary items, documents, necessary approvals, plans and drawings by the customer, as well as compliance with the necessary payment terms and other obligations, such as obligation to cooperate in the handover of the equipment. If these assumptions are not met in a timely manner, the deadlines will be extended accordingly; this shall not apply if JUSTUR is responsible for the delay.

4.4 In the event of delay of the delivery due to force majeure, JUSTUR shall notify the customer of such situation and negotiate a suitable extension of the delivery deadline. The customer may withdraw from the contract only within the framework of statutory provisions, if JUSTUR is responsible for the delay in performance and the delay lasts for more than 90 days.

4.5 JUSTUR shall be entitled to partial deliveries or partial performances within the agreed delivery and implementation deadlines, if agreed thusly with the customer in writing.

4.6 In the case of delivery of complete equipment the Factory Acceptance Tests (FAT) shall be routinely carried out at JUSTUR's premises at agreed times.

4.7 Samples and material for the tests will be provided by the customer in accordance with JUSTUR's requirements agreed during the ordering process.

4.8 JUSTUR will inform the customer in advance about the test schedule, in order to enable the customer to comment on it or propose changes. The customer will send responsible representatives to the FAT. FAT Protocol regarding the carried out FAT will be drafted and confirmed by both parties.

4.9 On the basis of successful FAT, the subject matter of delivery will be prepared for shipping.

4.10 In the event of unsuccessful FAT, further procedures and possibly a substitute deadline will be negotiated.

4.11 If the customer fails to attend the FAT on the set date, internal tests shall apply instead of the FAT.

4.12 If the customer fails to take over the equipment, despite the protocol on successful FAT signed by both parties, JUSTUR will store the manufactured equipment and invoice storage costs in the amount of 20 EUR/m² for each day commenced until the device is picked up from the warehouse. Invoice for the storage service will be issued after the equipment has been collected from the warehouse or by 31 December of the relevant year and its payment is a prerequisite for the installation of the equipment at the customer.



5 Requests, supplements, changes

5.1 The equipment and machinery will be manufactured according to JUSTUR's design in compliance with international standards:

STN EN ISO 12100:2011
STN EN ISO 13849-1:2016
STN EN ISO 13849-2:2013
STN EN 60204-1:2007

and also in accordance with the relevant standards, regulations and technical procedures and regulations from manufacturers of particular components.

Specific regulations for individual product groups of equipments may be specified separately in the technical specification of these equipments, which is part of the offer.

The equipments are placed on the market in accordance with Directive 42/2006/EU.

Additional minor requests by the customer after the conclusion of the contract or after confirmation of the order will be evaluated. Accepted requests will be approved in writing.

5.2 Extensive requirements that would jeopardize the originally set deadline and price will be addressed by a separate offer. Requests for changes that are not a source of non-compliance with the equipment's parameters or functionality are not eligible and may not be a reason for refusal to accept the delivery during FAT.

5.3 JUSTUR shall not be in delay in the event that the delivery deadlines are postponed due to implementation of additional requests.

5.4 If the subject matter of delivery requires it, after signing the contract the customer will deliver spatial layouts, including additional information impacting the location and functionality of the equipment, such as windows, heating, passages, etc., in order to enable timely processing of the spatial location of the equipment. The customer will approve a binding design of the equipment's spatial location no later than within 14 days of its receipt.

5.5 The software provided with the equipment is the authorized standard software of JUSTUR whose scope of functions is reserved, unless concrete specific features or other extensions have been agreed on prior to accepting the order.

5.6 Small requests and refinements may be flexibly adjusted during finalization of the equipment, but they are not an eligible item of the customer, unless such features were clearly defined during ordering. In the case of a larger scope of work, a separate price offer will be processed.

6 Dispatching, transport, packaging, transfer of risk

6.1 Dispatching of JUSTUR products is always carried out from the plant, unless otherwise agreed with the customer in writing. The transport is carried out at the expense and risk of the customer, unless agreed otherwise.

6.2 The customer shall be obliged to insure or arrange insurance of the equipment during loading, transport, and unloading of the equipment to the assembly location, in the amount of 110% of the price of the delivered equipment.

6.3 Without a special written request specifying the customer's transportation requirements, suitable transportation will be chosen to the best of knowledge and belief, but without any guarantee.

7 Assembly, installation, training, handover

7.1 The customer will arrange and will be responsible for the unloading of the delivery from the carrier, its secure storage until the time of assembly and / or placement of the delivered equipment into the premises of the user, if not expressly agreed otherwise. The customer will provide the appropriate handling equipment necessary for the assembly (e.g. forklift truck, pallet truck, etc.).

7.2 The customer will be responsible for the readiness of the premises for the installation of the subject of the delivery according to the documents sent during implementation. The necessary documents will be sent by JUSTUR no later than 1 month prior to the installation date.

7.3 If any external work is necessary during installation (e.g. hole drilling, calibration of selected components), it will be arranged by the customer in advance.

7.4 If the premises or other conditions required for the installation of the equipment are not in a state of readiness, causing an extension of the planned installation time or necessitate a repeated visit by JUSTUR employees, such additional costs will be billed separately.

7.5 The customer shall be responsible for the disposal of packaging materials after the assembly.

7.6 The customer shall arrange the following for the employees of JUSTUR during the period of installation, commissioning, training of the customer's employees, as well as handover of the equipment:

7.6.1 a lockable space for tools and personal belongings,
7.6.2 the option to work from 07.00 to 21.00 hours,
7.6.3 the option to work during holidays and non-working days.

7.7 The customer shall be obliged to cooperate in the implementation of the entire

subject matter of the contract. Cooperation is understood as mutual collaboration of contractual entities in resolving technical details and deviations from the specification of the subject matter of the contract in order to avoid delays or unreasonable additional costs during implementation.

7.8 The customer shall be obliged to take over the equipment into permanent use within 1 calendar week from the end of assembly and training. In the event of non-acceptance due to objections, the customer shall be obliged to write a protocol and forward it to JUSTUR for evaluation. Otherwise, the equipment shall be deemed to have been taken over and JUSTUR shall be entitled to invoice it.

8 Reservation of ownership

8.1 The goods shall remain in JUSTUR's ownership until complete payment of all claims. The customer may not pledge goods in JUSTUR's ownership or use them as collateral.

9 Intellectual property

9.1 The source programs as well as construction and manufacturing documentation shall remain the intellectual property of JUSTUR and these are not part of the delivery.

9.2 Along with the delivery of the equipment we offer the customer a lifetime licence to all user rights, including the rights to the software needed to control the components of the equipment. The licence shall be valid from the date of crediting of total agreed amount for the subject matter of delivery to JUSTUR's account.

9.3 The equipment shall be handed over to the customer without any claim to it on the part of third parties, as well as to its material or technological components resulting from intellectual property rights, patents, industrial design, copyright, trademarks and similar rights.

10 Legal protection of the delivered equipment

10.1 The customer has no right to interfere with the delivered equipment for the purpose of its modification, redesign, or extension without JUSTUR's consent. Detected use of non-original spare parts is a serious violation of the equipment's operational safety and a reason for immediate termination of the warranty!

10.2 The delivered equipment must be used only for the purpose for which it was manufactured. The customer has no right to manufacture spare parts for this equipment or to have such spare parts manufactured by a third party without JUSTUR's consent.

10.3 The customer undertakes to respect the copyright and intellectual property of results of JUSTUR's development, and has no right to create any reproductions on the basis



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of the equipment, exact or similar, as well as components of the equipment or its spare parts, even if they were manufactured for the customer as the client or a third person.

10.4 The customer has no right to copy the control software of the delivered equipment, nor to modify it, repair it, interfere with it, and may not allow a third party to do so, either. The customer also may not use the delivered software in other than the delivered equipment or to allow a third party to do so.

10.5 This prohibition of copying shall also apply to the equipment's technical documentation.

10.6 If the customer violates the above provisions, it shall be obliged to pay the manufacturer compensation for each individual violation, unless otherwise agreed.

10.7 These provisions shall remain in force even after the warranty period of the delivered equipment has expired, unless otherwise agreed by the participants in the future.

10.8 After a violation of the above provision has been proven, the customer shall be obliged to pay 5 times the price of the equipment after a written notice and attached invoice. The invoice shall be in EUR currency and it shall have a due date of 14 days. In the event of late payment of this invoice, the customer shall be obliged to pay JUSTUR the agreed interest on late payment according to paragraph 3.4 of these General Business Terms and Conditions, calculated for each day of delay from the unpaid amount.

10.9 In the event of disputes, the participants undertake to resolve the dispute by agreement, through negotiation with the parties involved. If the parties fail to reach an agreement during these negotiations, any party may refer the dispute to the courts for resolution. The parties have jointly agreed that the competent court for any disputes is the respondent's court.

11 Warranty

11.1 JUSTUR offers a warranty of 12 months for the functionality of the device and JUSTUR's performances, unless otherwise agreed. However, the warranty does not apply to normal wear and tear of components resulting from the operation of the equipment.

11.2 The purchased components of the equipment are covered by the warranty period in the extent provided by the manufacturers of these components.

11.3 The warranty starts on the date of completion of commissioning, personnel training, and handover of the equipment to the customer. In the event that the handover does not take place due to delay by the customer, the warranty period shall start on the date of the planned handover of the equipment.

11.4 The customer undertakes to have all the defects that arise within the warranty period repaired only by JUSTUR. If the customer fails to do so and removes potential defects on its own or through third parties during the warranty period, any claims to warranty repair shall expire and the customer itself must cover the potential costs incurred by the customer. This clause shall not apply if the removal of the defect is made by the customer or a third party on the basis of a prior written agreement between the customer and JUSTUR.

11.5 JUSTUR shall not accept responsibility for damage caused by the following: improper or incorrect use, faulty assembly or commissioning by the customer or a third party, natural wear and tear, improper or negligent operation, inadequate maintenance, non-compliance with the instructions in the instruction manual, unauthorized interference with the equipment, inappropriate means of operation, spare materials in the event of non-compliance with the obligation to use only original parts, unsuitable subsurface, chemical, electrochemical or electrical influences, unless they are caused by JUSTUR.

11.6 JUSTUR's warranty shall expire if the customer transfers JUSTUR's products to third parties or to other than the agreed place of installation without prior approval.

11.7 The customer that transfers the equipment to third parties or to other than the agreed place of installation without prior approval, shall lose the entitlement to repair and maintenance, even when willing to pay the service, maintenance, and travel costs.

12 Withdrawal from the Contract

12.1 Without violating the provisions of paragraph 4 of this document, shall JUSTUR have the right to withdraw from the contract if the customer provided incorrect information about the facts determining its credibility, failed to meet its financial obligations, or if bankruptcy or conciliation proceedings have been initiated against the customer. If a creditworthiness check detects findings that cast doubt on proper payment of an obligation, JUSTUR shall have the right to withdraw from the contractual relationship.

12.2 If any machine or equipment is not taken over for reasons for which the customer is responsible, or if JUSTUR withdraws from the contract for the above reasons, the customer undertakes to pay the price of the costs incurred as compensation for damage and a contractual penalty at a flat rate of 15% from the value of the contract, whereas JUSTUR reserves the right, against the evidence, to demand higher compensation.

12.3 Legal relationships not governed by these Terms or by a commercial contract shall be governed by the relevant provisions of the Commercial Code of the Slovak Republic, the established practice of international trade, and other legal regulations of the Slovak Republic.

13 Confidentiality

13.1 JUSTUR's know-how, as well as other of JUSTUR's trade and operational secrets, including the content of the business relationship with the customer, are confidential and the customer shall be required to protect them.

13.2 The Customer shall take all reasonable and necessary measures to protect such information from unauthorized access, disclosure, reproduction, transfer and other unauthorized use.

13.3 All the obligations provided for in this paragraph shall apply to every concluded commercial contract.

14 Severability clause

14.1 In the event that the individual sections in the entirety of these business terms and conditions become invalid (entirely or in part) or incomplete, the validity of the rest of the regulations shall remain unaffected. The invalid or missing sections will be subsequently replaced by valid provisions.

15 Protection of personal data

15.1 In the event of protection of personal data of natural persons, JUSTUR as the controller is the administrator of the customer's personal data under Article 4 (7) of Regulation (EU) 2016/679 of the European Parliament and of the Council on the Protection of natural persons with regard to the processing of personal data and on the free movement of such data, which repeals Directive 95/46/EC. JUSTUR undertakes to process personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council (GDPR). The terms and conditions of protection of JUSTUR's personal data are available at www.justur.sk.