

GENERAL TERMS AND CONDITIONS

Version 1.0

of **ALIS Tech s.r.o.**

registered in the Commercial Register under the laws of the Czech Republic

Company ID No. 06728103, VAT ID No. CZ06728103

with registered office at Tuřanka 1222/115, Slatina, 627 00 Brno ("ALIS Tech")

1. INTRODUCTORY PROVISIONS

- 1.1 ALIS Tech has developed a complex system called "ALIS", intended for localisation and tracking, in particular of personnel, materials and technology. These General Terms and Conditions (the "**Terms**") govern the rights and obligations of the Parties in connection with the sale of the ALIS Product.
- 1.2 For purposes of these Terms:
- a. "**Offer**" means an offer of the ALIS Product prepared by ALIS Tech based on a Customer's request and containing the particulars described in Article 2 paragraph 2.1 of these Terms.
 - b. "**Order**" means an order by the Customer made based on the Offer and containing the particulars described in Article 2 paragraph 2.2 of these Terms.
 - c. "**Agreement**" means an agreement concluded between ALIS Tech and the Customer in accordance with the procedure described in Article 2 of these Terms. By sending the Order, the Customer confirms that it is familiar with these Terms, or the Terms valid when the Order is sent, and undertakes to comply with them. These Terms form an integral part of the Agreement. In the event of conflict between provisions of the Agreement and these Terms, the provisions of the Agreement shall prevail, unless agreed otherwise.
 - d. "**Party**" means ALIS Tech and the Customer collectively as parties to the Agreement.
 - e. "**Customer**" means a business company or independent entrepreneur interested in purchasing a product from ALIS Tech's current offer (the "**ALIS Product**"). For purposes of these Terms, a natural person acting as a consumer is not a Customer.

2. CONCLUSION OF THE AGREEMENT

- 2.1 **Offer.** Based on the Customer's request, ALIS Tech shall prepare an Offer. Such Offer shall include at least the following information: (i) identification of the ALIS Product with detailed technical specification; (ii) determination of price and payment terms; (iii) validity period of the Offer; (iv) additional services such as installation or paid support; and (v) information on the application of these Terms. The Offer shall be in writing and shall be sent to the Customer by post or e-mail.
- 2.2 **Order.** Based on ALIS Tech's Offer, the Customer shall deliver an Order to ALIS Tech. The Order shall contain at least: (i) identification of the Customer; (ii) identification of the requested goods or services - ALIS Product specification, requirements for additional services such as ALIS Product installation or paid support; (iii) approximate delivery date. By sending the Order, the Customer confirms that it is familiar with these Terms, or the Terms valid when the Order is sent, and expressly agrees to the rights and obligations set out in these Terms.
- 2.3 **Conclusion of the Agreement.** The Agreement is concluded when ALIS Tech accepts the Order. Once the Order is confirmed, ALIS Tech shall assign the Customer a project number binding on both Parties for communication concerning the Agreement. These Terms, or the Terms valid when the Customer sends the Order, form an integral part of the Agreement.

3. PLACE AND TIME OF PERFORMANCE

- 3.1 Delivery terms shall be set out in writing in each Agreement. The Customer is not entitled to withdraw from any Agreement due to late delivery of the ALIS Products, unless the Parties agree otherwise.
- 3.2 Unless the Agreement provides otherwise, all ALIS Products are delivered to the Customer under **EXW Incoterms® 2010**. Ownership and risk of damage to the ALIS Product pass to the Customer in accordance with the selected Incoterms clause.
- 3.3 The Customer is obliged to sign a handover protocol once the ALIS Product has been delivered.
- 3.4 ALIS Tech has the right to make partial deliveries of ALIS Products.
- 3.5 The ALIS Product shall be packed in accordance with the instructions in the Agreement or, if none, in accordance with good business practice in a manner suitable to ensure receipt of the ALIS Product in an undamaged condition. ALIS Tech shall under no circumstances be liable for any environmental incident (including damage remediation costs) relating to an ALIS Product transported under the Agreement.

4. TRANSFER OF OWNERSHIP

- 4.1 Ownership of the ALIS Product is transferred to the Customer when the price for the ALIS Product has been paid in full to ALIS Tech.

5. PAYMENT AND PAYMENT TERMS

- 5.1 The price for the ALIS Product is specified in the Agreement (the "**Price**"). The Price shall be invoiced by ALIS Tech and paid by the Customer after delivery of the ALIS Product.
- 5.2 The Price shall be paid by bank transfer to ALIS Tech's account specified on the invoice. Invoices are due within 14 days, unless the Parties agree otherwise.
- 5.3 In the case of partial deliveries under the Agreement, ALIS Tech is entitled to issue an invoice for the partial price for the ALIS Product. The Customer shall make payment in the currency stated on the invoice. ALIS Tech is entitled to set off payments against previous outstanding obligations of the Customer.
- 5.4 ALIS Tech is entitled at any time to request an advance payment of up to 100% of the price of the ALIS Product.
- 5.5 In the event of the Customer's delay in paying any amount, ALIS Tech is entitled to require the Customer to pay default interest of 0.05% of the outstanding amount for each day of delay.

6. INSTALLATION AT THE CUSTOMER'S PREMISES

- 6.1 If the Parties so agree, ALIS Tech shall install the ALIS Product at the Customer's premises. In such case, the risk of damage shall pass to the Customer after full installation of the ALIS Product at the Customer's premises.
- 6.2 The Customer shall fulfil the necessary obligations before commissioning of the ALIS Product, specified in separate instructions notified to the Customer in advance by ALIS Tech.
- 6.3 The Customer is obliged to provide ALIS Tech with the necessary cooperation. If the Customer is delayed in providing cooperation, ALIS Tech is entitled to charge the Customer extra fees (demonstrable costs) incurred due to the Customer's lack of readiness. In such case, ALIS Tech shall not be in delay with fulfilling its obligations.

7. DEFECTS AND WARRANTY

- 7.1 ALIS Tech provides a warranty for the ALIS Product for a period of one (1) year. The warranty shall apply if the ALIS Product is defective or if the ALIS Product does not conform to the technical specification.

7.2 The following shall not be considered a defect of the ALIS Product:

- (a) a failure caused by reasons on the side of the Customer or any third party, including where the Customer or any third party performs maintenance of the ALIS Product in a manner other than agreed, fails to comply with ALIS Tech's instructions, continues to use the ALIS Product despite a defect even though ALIS Tech has notified the Customer of the need to discontinue use of the ALIS Product, or where the Customer interferes with the ALIS Product in any manner without ALIS Tech's prior written consent;
- (b) any form of failure, damage or degradation caused by any external forces, e.g. weather.

7.3 The warranty period begins on the date of delivery.

7.4 A claim regarding a defective ALIS Product shall be resolved at ALIS Tech's option as follows:

- (a) free replacement of the defective part with a new defect-free part, if such defect cannot be removed;
- (b) free removal of the defect, if the defect can be removed;
- (c) an adequate discount from the price of the ALIS Product.

8. TECHNICAL SUPPORT

8.1 If the Parties so agree, ALIS Tech shall provide the Customer with technical support for the ALIS Product.

8.2 Technical support shall be provided under the terms set out in the service agreement.

9. SUBCONTRACTORS

9.1 ALIS Tech may perform its obligations under the Agreement through one or more subcontractors.

10. LIABILITY

10.1 Circumstances excluding liability mean any event preventing a Party in any way from fulfilling its obligations, which is beyond its control and occurs without its fault or negligence, which could not reasonably have been foreseen or prevented by reasonable preventive measures, such as civil war; uprising or public unrest, government orders, terrorism; fires; floods; storms; explosions; earthquakes or accidents; unusually adverse weather; restrictions due to an epidemic or quarantine; strikes or labour difficulties caused by work interruption, slowdown or stoppage; failures or fluctuations in the supply of electricity, heat, light, air conditioning or telecommunications equipment and other similar events, or any event referred to above preventing a subcontractor of either Party from fulfilling its obligations under a subcontract.

10.2 Immediately upon the occurrence of circumstances excluding liability, ALIS Tech shall be released from its obligations and the time for performance of ALIS Tech's delayed obligations shall be extended by a period equivalent to the delay thus caused.

10.3 Both Parties have agreed to notify the other Party without undue delay of circumstances excluding liability that prevent performance of the Agreement. Each Party shall make efforts to avoid and overcome circumstances excluding liability.

10.4 In the event of loss, the Parties have agreed to limit compensation for any loss. The Parties agree on a limitation of liability for a specific case up to the amount of the financial performance agreed in the Agreement.

11. TERMINATION OF THE AGREEMENT

11.1 The Agreement may be terminated by agreement of the Parties or by withdrawal.

11.2 The Parties are entitled to withdraw from the Agreement with immediate effect in the event of a material breach of contract by the other Party; material breach of contract shall include, in particular, the Customer's delay in paying any invoice for more than 30 days.

11.3 Notice of withdrawal from the Agreement must be delivered in writing to the other Party. The withdrawal takes effect at the moment it is delivered to the other Party.

11.4 Termination of the Agreement shall not affect provisions which by law or by the Agreement are to survive termination of the Agreement. In particular, termination of the Agreement shall not affect the claim for damages and a contractual penalty.

12. INTELLECTUAL PROPERTY

12.1 If the ALIS Product includes software which forms part of the ALIS Product ("**Firmware**"), the Customer is entitled to use such Firmware together with the ALIS Product for the purpose of full use of the ALIS Product. If the ALIS Product includes software which is not considered Firmware, licence rights and obligations shall be agreed in a separate licence agreement.

12.2 This arrangement does not transfer to the Customer any other rights to the Firmware or software (except rights of use). The Customer acknowledges that it is strictly prohibited to perform any scraping and reverse engineering of the ALIS Product; to make unauthorised modifications of the ALIS Product; to decompile or modify the ALIS Product at code level; to examine the ALIS Product with the aim of revealing its operating principle and creating a similar product.

13. FINAL PROVISIONS

13.1 The contractual relationship arising from the Agreement shall be governed by Czech law, in particular by the provisions of Act No. 89/2012 Coll., the Civil Code.

13.2 All disputes arising from or in connection with the Agreement shall be resolved before the court of the Czech Republic with subject-matter jurisdiction. Territorial jurisdiction shall be determined according to the registered office of ALIS Tech.

13.3 All rights set out in the Agreement shall pass to the legal successors of the Parties provided that the nature of such rights and obligations does not prevent this. The Customer shall not assign rights or obligations arising from the Agreement without ALIS Tech's prior written consent.

13.4 If any provision of these Terms becomes invalid or ineffective, the remaining provisions shall remain valid and effective. The Parties shall replace the invalid and ineffective provision of these Terms with a new, effective and valid provision, the content and meaning of which shall be closest to the content and meaning of the original invalid and ineffective provision.

13.5 **Language versions.** If these Terms are executed in several language versions, in the event of conflict between individual versions, the Czech language version shall prevail.