Valid from July 1, 2025

1. GENERAL PROVISIONS

1.1. The company NERA DISPLAYS s.r.o., with its registered office at Brno, Brněnské Ivanovice, Kaštanová 467/125, postal code 620 00, ID No.: 25336321, registered with the Regional Court in Brno, Section C, File No. 25707, hereby issues these General Terms and Conditions (hereinafter referred to as "GTC") for the sale of goods and products (or, where applicable, for the manufacture of products, in cases where the characteristics of a specific business case meet the criteria of a contract for work rather than a purchase contract). These GTC govern the business relationships between the Seller and buyers who are legal entities or self-employed individuals (hereinafter referred to as the "Buyer").

1.2. These terms and conditions do not apply to cases where the person intending to purchase goods from the Seller is a natural person – consumer.

1.3. The GTC of NERA DISPLAYS s.r.o. as the Seller apply to all business transactions with Buyers. If both contracting parties refer to their own terms and conditions in the offer and the acceptance thereof, and these are contradictory, the contract is concluded only to the extent to which the terms and conditions are not in conflict; this applies even if the terms and conditions exclude this. However, if one party expressly excludes it without undue delay after the exchange of offers, the contract shall not be concluded.

1.4. These GTC are considered general terms and conditions within the meaning of Section 1751 of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "Civil Code"), and they form an inseparable part of every purchase contract concluded between the Seller and the Buyer in accordance with Article 3 of these GTC, unless the Buyer and the Seller expressly agree otherwise. Deviations from these terms may be individually agreed upon when concluding a purchase contract. In case of any discrepancies between the GTC and the contract, the provisions of the contract shall prevail.

1.5. A purchase contract refers to an individual delivery that is materially, temporally, and financially complete, based on a mutually agreed (confirmed) order, unless the context suggests otherwise. In these GTC, the term "contract" also refers to the "purchase contract".

1.6. All legal acts between the Seller and the Buyer must be made in writing. Other forms shall not be considered. The content of a legal act may only be amended or revoked by a written expression of will.

1.7. The Buyer confirms acceptance of these GTC by submitting an order to the Seller based on a prior quotation that includes these GTC.

1.8. In cases not covered by these GTC, the provisions of Act No. 89/2012 Coll., the Civil Code, as amended, and other generally applicable legal regulations shall apply.

1.9. These GTC include the delivery terms of INCOTERMS 2020; however, in case of any conflict, the provisions of these GTC shall take precedence over INCOTERMS 2020.

2. CONTRACT NEGOTIATIONS

2.1. A Buyer's order is non-binding and free of charge for the Seller; i.e. it does not obligate the Seller to any payment or cost reimbursement.

2.2. During the course of contract negotiations, the Seller and the Buyer are obliged to inform each other of all facts relevant to the conclusion of the contract, as well as any other circumstances that could influence the other party's decision to enter into the contract or continue negotiations. This must be done sufficiently in advance.

2.3. The Seller only enters into contracts with Buyers in written form, and in the manner set forth in these GTC.

2.4. The Seller may terminate contract negotiations at any time. The Buyer will be informed of this without undue delay, and such termination does not entitle the Buyer to any compensation for costs or damages.

2.5. By commencing contract negotiations, the Buyer unreservedly acknowledges that if the Seller decides not to conclude a contract, the Buyer is not entitled to any damages or cost compensation related to the negotiations. Section 1729(2) of the Civil Code shall not apply to the Seller.

2.6. Each party shall bear its own costs usually associated with contract negotiations.

2.7. The Buyer must provide the Seller with the following information in particular: company name, registered address, company ID number, VAT ID number, information on registration in the public register, VAT registration details, the person authorized to negotiate the contract including phone and email contact, the person authorized to sign the contract including phone and email contact, the email address for order acceptance or rejection, and the email address for receiving tax documents.

2.8. Contracts may only be concluded by the statutory representatives of the Seller or employees authorized by the Seller. Contract negotiations may be conducted by authorized employees of the Seller.

2.9. The Seller is only bound by a contract if it is concluded in written form, including by remote communication (e.g. email). If the Buyer accepts the Seller's offer with a reservation, addition, deviation, or modification, no contract is concluded. When a contract is concluded via remote communication such as email, the Buyer's acceptance of the Seller's offer must be signed with a valid qualified electronic signature issued by a certification authority recognized in the Czech Republic.

3. ORDER AND PURCHASE CONTRACT

3.1. Promotional, advertising, and offer materials of the Seller do not constitute an offer to conclude a contract.

3.2. A written order from the Buyer constitutes an offer to conclude a purchase contract.

3.3. Orders should preferably be submitted electronically via email to: info@neradisplays.cz or handed over to a designated sales representative of the Seller. An email order does not need to be signed with a qualified electronic signature to be valid.

3.4. Orders in paper form must be sent to:
NERA DISPLAYS s.r.o., Kaštanová 467/125, 620 00 Brno-Tuřany.
To be valid, the order must be signed by a person authorized to act on behalf of the Buyer. If the Buyer usually uses a company stamp in business communication, an order bearing the stamp is valid even if it is signed by a person not authorized to act on behalf of the Buyer.

3.5. The order must include the Buyer's company name and a specification of the performance by referencing the product designation from technical documentation previously provided by the Seller and approved within a quotation. It must also state the requested quantity and delivery deadline, as well as any additional details or requirements (e.g. product features, transport conditions, packaging, or assembly).

3.6. If the order does not contain all necessary information, and the Seller confirms it, the Seller may fulfill the order using standard quality according to its current technological and material capabilities and practices. If no delivery deadline is provided, the Seller shall determine it at its discretion. The Seller undertakes to respond to the order within five (5) business days, unless another period has been agreed upon. In its response, the Seller shall either confirm the order (accept it), accept it with an addition or variation that does not substantially change the terms (§ 1740(3) of the Civil Code), or propose a different version of the contract.

3.7. A purchase contract for the specific subject of the order is concluded upon acceptance by the Seller, acceptance with a non-material modification, or mutual approval of a change based on the Seller's proposal. Any changes or deviations made by the Buyer after acceptance by the Seller are ineffective and disregarded. Before accepting the Seller's binding offer, the Buyer must approve the Seller's Technical Sheet, which includes technical specifications, packaging information, transport method and cost, delivery location, and insurance.

3.8. The Seller is entitled to supply the Buyer with goods that have design changes compared to the ordered goods, provided such changes do not materially affect the appearance, properties, or functionality of the goods.

3.9. Illustrations, drawings, and technical data regarding dimensions and weight published by the Seller are approximate. All specifications provided in catalogs, price lists, and offers (e.g. dimensions, weights, parameters, colors) are only binding if expressly confirmed by the Seller in the respective purchase contract. All drawings and technical documentation remain the Seller's intellectual property.

3.10. In the case of orders based on drawings or samples supplied by the Buyer, the Buyer declares that the ordered goods do not infringe upon any third-party intellectual property rights. The Buyer is solely responsible for any claims arising from such infringement and must fully indemnify the Seller for all resulting damages.

3.11. Any modifications to the purchase contract, order, or the scope of delivery (qualitative or quantitative), including additions (even complete cancellations of orders already accepted by the Seller), must be submitted in writing by the Buyer and also approved in writing by the Seller. Otherwise, such changes are null and void.

3.12. The subject of the purchase contract is, in particular, the Seller's obligation to duly and timely deliver the ordered goods and the Buyer's obligation to accept the goods and pay the agreed price.

4. PRICE

4.1. The price of the performance is agreed based on the Buyer's inquiry and the Seller's quotation. The price is usually stated in the Buyer's order and is agreed upon by the Seller's acceptance of that order. If the Seller issues a quotation based on the Buyer's inquiry and supporting documents, and the Buyer subsequently submits an order without explicitly stating the price, the price shall be considered agreed in the amount or by the method defined in the Seller's quotation. This price or method of determining it is binding, even if the Seller does not explicitly restate it in the order confirmation or its amendment. The Buyer is obliged to pay the agreed purchase price properly and on time.

4.2. The purchase price for the performance specified in the order is the price agreed upon by any of the methods mentioned above.

4.3. The purchase price is valid and binding from the conclusion of the contract (as per the confirmed order) until the delivery date, unless there is a change in the delivery conditions for the Seller compared to the situation at the time of contract conclusion. If there are substantial changes in circumstances under Sections 1764–1766 of the Civil Code (e.g. significant increases in raw material prices, market regulations, emergency conditions, etc.), such changes shall be deemed to be in favor of the Seller, who is entitled to request a price adjustment for the remaining undelivered performance. The application of Sections 1764–1766 of the Civil Code in favor of the Buyer is excluded. If no agreement is reached within five (5) working days from the Seller's proposal for a price change, the Seller is entitled to withdraw from the contract in respect of the undelivered portion. If the Seller's production costs increase by at least 5% compared to the time of contract conclusion, the Seller is entitled to unilaterally increase the price by the same percentage – without the Buyer's consent.

4.4. The Seller reserves the right to require a down payment on the purchase price, even repeatedly. The Buyer is obliged to pay the advance based on an advance invoice by the due date stated therein. Until the advance is paid, the Seller is not obliged to begin performance. If the Buyer delays payment for more than five (5) days, the Seller may withdraw from the contract (i.e. the confirmed order). In the event of such delay, the Seller's delivery deadline is extended by the length of the delay, without being in default.

4.5. Unless agreed otherwise, the price is payable on the basis of an invoice issued by the Seller with a maturity of 30 days from the date of issuance. The invoice will be issued within 7 days after delivery of the last item in the order, or after completion of all installation works, or together with the delivery of goods.

4.6. In the case of partial deliveries, the Seller is entitled to invoice each delivery separately according to the delivery note, or combine multiple deliveries into one or more invoices.

4.7. Payment is deemed made on the date the amount is credited to the Seller's bank account stated on the invoice.

4.8. The agreed price also includes the applicable INCOTERMS 2020 clause, which defines the place of delivery and the allocation of transport costs and risks between the Buyer and the Seller.

5. DELIVERY OF GOODS

5.1. The delivery times and deadlines stated in the Seller's advertising and quotation materials are approximate. They are determined based on the Seller's expected manufacturing capacities at the time of inquiry, the availability of materials, and the actual status of previously placed orders. Delivery dates and deadlines are binding for the Seller only if expressly confirmed in the order confirmation and if all the following conditions are met:

- Timely receipt of all documentation, technical data, approvals, etc. required from the Buyer;
- Timely clarification and approval of all design and technical details by the Buyer;
- Timely delivery of materials or components that the Buyer has committed to supply;
- Payment of an advance (if required by the Seller);
- Unhindered access for transportation, unloading, and installation (if included) on the agreed delivery date;
- Absence of force majeure or extraordinary events (see 5.5).

5.2. The Seller reserves the right to extend the delivery deadline if:

- The Buyer changes the order or delays the provision of cooperation;
- There are force majeure events beyond the Seller's control (see 5.5);
- Any other obstacle beyond the Seller's influence significantly delays or prevents production or timely dispatch;

- The Buyer delays in fulfilling any contractual obligation (e.g., payment of an advance).

5.3. If the Seller learns that it will not be able to meet the agreed delivery deadline, it shall notify the Buyer in writing and specify the new estimated delivery date. In such a case, the Seller is not in default and the Buyer is not entitled to withdraw from the contract due to the delay or demand compensation or penalties.

5.4. The Seller is entitled to make partial deliveries unless otherwise agreed in writing. The Buyer is obliged to accept such partial deliveries and make payment for them.

5.5. Force majeure includes events beyond the reasonable control of the Seller, including but not limited to: war, rebellion, acts of terrorism, strikes, natural disasters, pandemics, fires, floods, energy shortages, delays or failures of suppliers or transporters, legal or administrative obstacles (e.g., export or import restrictions, customs delays), and any other extraordinary or unforeseen events. In such cases, the Seller shall not be liable for delay or non-performance, and delivery deadlines shall be extended accordingly. If the effects of force majeure persist for more than 3 months, both parties are entitled to withdraw from the contract, with no right to compensation from the other party.

6. DELIVERY CONDITIONS, STORAGE

6.1. Unless a different place of delivery has been expressly agreed in the contract, the place of delivery is the registered office or warehouse of the Seller, or another location designated by the Seller. The method of delivery (including transport and potential installation) is determined either in the contract or in the approved technical specification or quotation.

6.2. If the Buyer requests a change to the place of delivery, the Seller shall accommodate this only if operationally possible. The Buyer must cover any additional costs incurred as a result.

6.3. If the goods are to be transported by a carrier, the Buyer undertakes to take over the goods at the agreed time and place. If the Buyer fails to do so, the Seller is entitled to charge reasonable storage and handling fees, and the Buyer bears all risks associated with the delayed takeover.

6.4. If the Buyer fails to accept the goods without justification or fails to provide necessary cooperation, the Seller is entitled to:

- Store the goods at the Buyer’s cost and risk;
- Invoice the goods as if they had been delivered;
- Withdraw from the contract if the goods are not accepted within an additional reasonable period.

6.5. If the goods are to be delivered including unloading or installation at the Buyer’s premises, the Buyer must ensure unhindered access for transport and allow unloading or installation to be carried out properly. Otherwise, the Seller is entitled to charge the associated costs and postpone the deadline accordingly.

6.6. The risk of damage to the goods passes to the Buyer upon delivery to the agreed place or upon handing over to the first carrier, even if the Seller arranged the transport. If the Buyer delays acceptance, the risk passes at the moment the Seller enables the Buyer to take over the goods.

6.7. If the Seller agrees to store the goods for the Buyer, it does so at the Buyer’s risk and expense. The Seller is entitled to charge a storage fee of CZK 200 per pallet per week commenced, unless agreed otherwise. The Seller does not assume liability for damage to the goods during storage unless caused intentionally or through gross negligence.

6.8. If the Buyer provides its own transport, it is obliged to arrange pickup within the agreed timeframe. If it fails to do so, the Seller is entitled to proceed as if the Buyer refused to accept the goods.

7. RETENTION OF TITLE

7.1. All goods delivered by the Seller remain the Seller’s property until full payment of the purchase price and any related charges has been received.

7.2. The Buyer is not entitled to dispose of the goods in any way (e.g. by selling, leasing, pledging, or assigning them) until full payment has been made, unless the Seller has given prior written consent. If the Buyer violates this provision, the Seller is entitled to demand an immediate contractual penalty of 5% of the net value of the goods, without prejudice to the Seller’s right to claim damages exceeding this amount.

7.3. In the event of seizure or enforcement by a third party affecting goods still under the Seller’s ownership, the Buyer is obliged to notify the Seller without delay and to take all necessary measures to protect the Seller’s ownership rights.

7.4. If the Buyer processes or modifies the goods in any way before full payment has been made, such actions are considered to be done on behalf of the Seller. The Seller thus retains ownership of the resulting product or intermediate goods until full payment is received.

7.5. If the Buyer incorporates the goods into another product or mixes them with other goods, the Seller acquires co-ownership of the resulting product in proportion to the value of the goods originally delivered.

7.6. The Buyer is obliged to store the goods separately and clearly mark them as the Seller’s property until full ownership has passed. The Buyer bears full risk of damage, destruction, or loss of the goods even before the transfer of ownership.

8. WARRANTY, DEFECTS IN PERFORMANCE, CLAIMS

8.1. Goods are delivered in the quality and execution as defined in the quotation and approved technical specification. Unless explicitly agreed otherwise, the Seller does not provide any guarantee exceeding its legal obligations.

8.2. The Buyer is obliged to inspect the goods without undue delay upon delivery and notify the Seller of any apparent defects immediately in writing. The Buyer must provide a precise description and documentation (photos, samples) of the defects. Hidden defects must be reported without undue delay after their discovery.

8.3. Claims regarding quantity, damage during transport, or visible defects must be raised immediately upon delivery. These claims must be recorded in the delivery note or transport document. Claims submitted later will not be accepted.

8.4. The Seller is not liable for defects caused by:

- Improper handling or assembly by the Buyer;
- Modifications made without the Seller's consent;
- Normal wear and tear;
- Use contrary to the intended purpose or specifications;
- Storage in unsuitable conditions (e.g. humidity, temperature).

8.5. The Seller's liability for defects is limited to the value of the defective goods. The Seller may choose, at its discretion, to:

- Repair the defective goods;
- Deliver replacement goods;
- Issue a reasonable discount;
- Refund the purchase price.

8.6. The warranty period is 12 months from the date of delivery, unless agreed otherwise. If a claim is acknowledged, the warranty period is not extended or restarted unless expressly confirmed in writing.

8.7. The Buyer is not entitled to withhold payment for undisputed parts of deliveries due to pending claims.

8.8. If the Buyer submits a claim and the goods are found to be free of defects, the Seller is entitled to reimbursement of costs incurred in connection with inspecting the claim.

8.9. The Seller is not liable for any indirect damages, lost profits, or claims arising from the Buyer's contractual obligations toward third parties.

8.10. The Buyer undertakes to follow all handling and installation instructions issued by the Seller. Failure to do so voids the warranty.

9. CONTRACTUAL PENALTY

9.1. If the Buyer is in delay with the payment of the purchase price or any part thereof, they are obliged to pay the Seller a contractual penalty of 0.03% of the outstanding amount for each day of delay commenced.

9.2. If the Buyer is in delay with taking over the goods, they are obliged to pay the Seller a contractual penalty of 0.03% of the net value of the undelivered goods for each day of delay commenced.

9.3. If the Buyer breaches the obligation not to dispose of goods not yet fully paid for (e.g. by transferring them to a third party), they are obliged to pay the Seller a one-time contractual penalty of 5% of the net purchase price of the affected goods.

9.4. Contractual penalties are due within ten (10) days of delivery of a written payment demand from the Seller to the Buyer. The enforcement of a contractual penalty does not affect the Seller's right to compensation for damages or other losses that exceed the amount of the penalty. The obligation to pay a contractual penalty may arise multiple times.

10. DUTY OF CONFIDENTIALITY

10.1. The contracting parties undertake to keep confidential all information obtained in connection with the performance of the contract regarding the other party, the subject of the contract, and its implementation, which is not publicly known or generally accessible. This also applies to any information explicitly designated as confidential by the other party. All such information is hereinafter referred to as "confidential information."

10.2. Each party agrees to prevent disclosure of any confidential information and to protect such information with the same care it uses for its own trade secrets – but at least with reasonable industry-standard care. Confidential information may be used solely for the purposes of fulfilling the contract.

10.3. Each party may disclose confidential information to its legal, tax, and accounting advisors (hereinafter "Advisors"), and to third parties involved in fulfilling the contract, to the extent necessary. If an Advisor or third party breaches the confidentiality obligation, the party that granted access to the information shall be liable for the breach.

10.4. The parties agree to observe this confidentiality obligation both during the contract period and after its termination, until the confidential information becomes public or generally accessible through no breach of these provisions.

11. MISCELLANEOUS PROVISIONS

11.1. **Waiver of Right to Cancel Obligation.** The Buyer waives the right to request cancellation of an obligation under this contract pursuant to Section 2000(2) of the Civil Code.

11.2. **Invalidity Due to Lack of Form.** The Seller may at any time invoke the invalidity of the contract and/or its amendments due to non-compliance with the required form, even if performance has already begun. The parties also agree that, within the meaning of Section 556(2) of the Civil Code, only written contracts or amendments signed by authorized representatives of both parties are considered established practice between them.

11.3. **Exclusion of Trade Customs.** The parties agree that no rights or obligations shall arise from any previous or future established practice between them, or from general or industry-specific customs, unless expressly stated in the contract. The parties confirm that no previous trade customs or practices exist between them. Section 558(2) of the Civil Code shall not apply.

11.4. **Severability.** If any provision of the contract is found to be invalid, the effect of such invalidity on the remaining provisions shall be assessed analogously under Section 576 of the Civil Code.

11.5. **Change of Circumstances.** The Buyer assumes the risk of a change in circumstances under Section 1765 of the Civil Code, particularly regarding exchange rate fluctuations, price changes in input materials (electricity, fuel, etc.), shortages, or other conditions affecting delivery in terms of timing, quantity, scope, quality, or price.

11.6. **Exclusion of Certain Legal Provisions.** The parties exclude the application of the following Civil Code provisions: Sections 557, 1799, and 1800 (clause restrictions in standard terms), and Section 1805(2) (ultra duplum prohibition).

11.7. **Offsetting Multiple Obligations.** If one party owes several debts to the other, any payment shall always be applied to the oldest due debt, regardless of whether it has been reminded or not.

12. FINAL PROVISIONS

12.1. To avoid any doubt, it is clarified that these GTC and/or the contract do not constitute a data processing agreement within the meaning of data protection legislation, where the Seller would act as a data controller and the Buyer as a processor. The Buyer is not entitled to process the Seller's personal data under these GTC or the contract.

12.2. Withdrawal from the contract becomes effective on the day it is delivered to the other contracting party.

12.3. The legal relationship between the Seller and the Buyer is governed by the applicable laws of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code, excluding conflict-of-law rules.

12.4. Claims against the Seller may only be assigned with the Seller's prior written consent.

12.5. Any disputes between the Seller and the Buyer that cannot be resolved amicably shall be finally decided by the competent courts of the Czech Republic.

In case of a legal dispute, the parties agree on the territorial jurisdiction of the competent court of first instance as follows:

- If the Regional Court is competent, then the Regional Court in Brno shall have jurisdiction.
- If the District Court is competent, then the District Court in Brno shall have jurisdiction.

12.6. The Seller reserves the right to unilaterally amend these GTC. Amendments do not affect already concluded contracts unless otherwise agreed.

12.7. These GTC are valid and effective from July 1, 2025. Contracts concluded based on previous versions of the GTC are governed by the original terms.

12.8. Routine mutual communication, including any complaints and their handling (excluding orders, their acceptance or modification – see Article 3), shall preferably be conducted electronically by email using the addresses provided by the contracting parties.

Electronic communication between the parties – except for the Buyer's binding order or acceptance of an offer – does not require a qualified electronic signature or other secure method to be legally valid.

Documents between the contracting parties shall be delivered either in person with confirmation of receipt, by registered mail via a delivery service, or through a data mailbox. A document is also considered delivered if the recipient refuses to accept it, does not collect it during the storage period, or deliberately prevents its delivery. In such a case, the delivery is deemed to have occurred on the day of refusal or on the last day of the storage period. Documents are to be sent to the address registered in the Commercial Register at the time of dispatch.

12.9. These GTC fully replace all previous written or oral agreements between the parties. Any terms and conditions of the Buyer or reservations stated or linked elsewhere (e.g. on websites or in orders) do not apply to the legal relationship between the Seller and the Buyer.

12.10. The Seller reserves the right to amend the General Terms and Conditions at any time.