



ZLIN AERO a.s.

General Terms and Conditions of the Purchase Contract

I. Introductory provisions

1. These General Terms and Conditions of Purchase Contract (hereinafter also referred to as "**GTC**") of ZLIN AERO a.s., ID 278 94 134, with registered office in Otrokovice, Letiště 1887, Postal Code 765 02 (hereinafter also referred to as "**Seller**") apply to all deliveries of goods and other business relations arising between the Seller and its customers (hereinafter also referred to as "**Buyer**") and in their current wording form an integral part and content of the Purchase Contract.
2. For the purposes of the GTC, the Buyer means the customer - a natural or legal person who places a binding order or concludes a purchase contract with the seller.
3. Anyone who enters into a purchase contract with the Seller referring to the GTC or sends the Seller a binding order accepts the applicable GTC without any reservation.
4. Any deviating provisions in the Purchase Contract shall prevail over the wording of the GTC.
5. This excludes the use of the Buyer's terms and conditions of sale or delivery unless they are accepted in writing by the Seller.

II. Subject of the Purchase Contract

1. The subject of the Purchase Contract is the goods manufactured or supplied by the Seller according to the manufacturer's technical conditions.
2. The Seller reserves the right to make changes to its products after the conclusion of the purchase contract, in particular on the basis of technical innovations or new legislation.

III. The process of negotiating the purchase contract

1. The process of negotiating the purchase contract consists of the following documents in the following time order, which can only be changed by the Seller not



the Buyer:

- (1) Buyer's demand,
 - (2) Seller's offer,
 - (3) Buyer's order, and
 - (4) confirmation of the order by the Seller.
2. A request from the Buyer can only be made:
- electronically through e-shop on website www.zlinaero.eu.
3. Based on the Buyer's request, the Seller shall send the Buyer an offer with a limited validity period by one of the methods specified in Article III, paragraph 2 of these GTC.
4. On the basis of the Seller's offer according to Article III, paragraph 3 of these GTC, the Buyer shall draw up an order. The Seller excludes that based on his offer an order with any additions or deviations is made. If the order contains additions or deviations, the Seller shall not respond to such order. An order by the Buyer may be placed by sending the order to the Seller electronically, by post or by fax;
- by sending a draft written purchase contract.
5. Each order of the buyer must contain in particular the following elements:
- a) the specification of the object of purchase, the unit and total price of the goods;
 - b) required quantity of the goods;
 - c) terms and conditions of delivery of the goods.
6. If the Buyer's order is in accordance with the Seller's offer at the time of its validity, the purchase contract is concluded:
- By delivery of the Seller's written confirmation of receipt of the Buyer's order electronically, by mail or by telefax within fifteen (15) calendar days from the date of delivery of the order, unless the Seller notifies the Buyer otherwise;
 - by mutual signing of a written purchase contract concluded between the Seller and the Buyer.
7. Upon conclusion of the Purchase Contract, all terms and conditions that were agreed between the Seller and the Buyer prior to its signing, except for these GTC, shall cease to be valid.

Any changes or additions to the Purchase Contract must be made in writing by



mutual agreement in the form of amendments to the specific Purchase Contract.

Oral agreements to amend or supplement the Purchase Contract are void. The parties are obliged to inform each other without undue delay of all facts that may have an impact on the performance of the Purchase Contract.

The parties agree that if the content of the Purchase Contract is negotiated, the provisions of Section 1726 of Act No. 89/2012 Coll., the Civil Code, as amended, will not apply to this negotiation. The **provisions of Section 1744 of Act No. 89/2012 Sb., the Civil Code, as amended**, shall also be **disregarded** when concluding the purchase contract.

IV. Purchase price

1. The purchase price is set by the Purchase Contract. A change in the purchase price after the conclusion of the Purchase Contract is possible only by mutual agreement of the parties. In the event of a significant increase in the Seller's input costs for the production of the goods after the conclusion of the Purchase Contract, the Seller shall be entitled to increase the Purchase Price by the input costs accordingly and the Buyer shall be obliged to pay the increased Purchase Price. If the buyer is a consumer, the buyer is entitled to withdraw from the purchase contract pursuant to the provisions of Section 1814(i) of Act No. 89/2012 Sb., the Civil Code, as amended.
2. The purchase price is stated in a specific currency in the purchase contract. The Buyer is obliged to pay the purchase price before being able to inspect the subject of the purchase contract and the provisions of Section 2119 of Act No. 89/2012 Sb., the Civil Code, as amended, shall not be taken into account.
3. Unless otherwise stated in the Purchase Contract, the purchase price of the goods is set at "EXW" terms of ZLIN AERO a.s., Letiště 1887, 765 02 Otrokovice, in accordance with the International Commercial Terms and Conditions INCOTERMS 2010.
4. Unless otherwise specified in the Purchase Contract, the packaging price is not included in the purchase price.
5. The purchase price will be subject to the relevant VAT rate according to the applicable legislation.
6. Unless provided in the Purchase Contract otherwise, the Buyer shall further pay to the Seller, in excess of the Purchase Price, all costs, fees and expenses that are not part of the Seller's offer in the production, sale and services, such as taxes, duties, insurance, storage fees, import fees and the like.
7. In the event that not all of the goods specified in the Purchase Contract are provably delivered to the Buyer, the purchase price shall be reduced by the price of the



undelivered items.

8. The Seller has the right to demand the conclusion of a new Purchase Contract if a particularly gross disproportion arises disadvantaging the Seller or a disproportionate increase in the costs of performance under the Purchase Contract, etc., whereas the provisions of Section 1765 of Act No. 89/2012 Sb., the Civil Code, as amended, shall not be taken into account.

V. Payment and billing terms

1. The Buyer undertakes to pay the purchase price for the goods or services, including any additional charges (e.g. transport costs) and VAT by the due date stated on the invoice or advance invoice. The invoice can be sent electronically or by post, the advance invoice only electronically, the receipt of which the Buyer shall confirm in writing to the Seller within one (1) working day. Unless otherwise provided in the Purchase Contract, the Buyer shall pay the Seller the purchase price for the Goods prior to acceptance based on the advance invoice issued by the Seller, in the amount of 100% of the total purchase price. Unless the Purchase Contract provides otherwise, the invoice is due seven (7) calendar days from the date of the invoice issued by the Seller to the Buyer.
2. The Seller is entitled to require the Buyer to pay a deposit of up to 100% of the total purchase price at any time during the execution of the Purchase Contract. The Seller shall issue an advance invoice to the Buyer for the advance payment.
3. Each of the invoices issued by the Seller and handed over to the Buyer must contain the following statutory particulars, in particular: the invoice designation, identification number, the name and registered office of the Seller and the Buyer, the Seller's bank account, the name and number of the goods delivered, the date of delivery and the invoice price of the goods, or other particulars required by law.
4. The Buyer may return the invoice to the Seller by the due date if the invoice contains incorrect pricing information, incorrect details or is missing any of the details specified in this Article. This does not relieve the Buyer of the obligation to pay the purchase price by the due date stated on the original invoice.
5. The Buyer is not entitled to set off against the purchase price any claims against the Seller. The Buyer is not entitled to assign claims against the Seller to a third party. The Seller shall be entitled to set off any monetary claims against the Buyer and, where applicable, to assign the claim to a third party.
6. If the Buyer is in default in the payment of any invoice, the Seller shall be entitled to charge, in addition to the statutory interest for each day of default, a contractual penalty of 0.5% per day of the unpaid amount of the invoice and the Buyer shall pay such contractual penalty within seven (7) calendar days after it has been invoiced by the Seller. The payment of the contractual penalty shall be without prejudice to the



Seller's right to claim damages under applicable law.

If the Buyer defaults on the payment of the purchase price, statutory interest or contractual penalty, the Seller is entitled to interrupt the delivery of further ordered goods.

VI. Date, place and conditions of delivery

1. The Seller undertakes to deliver the goods and the Buyer undertakes to take delivery of the goods within the period specified in the Purchase Contract. Unless otherwise stated in the purchase contract, the seller is entitled to deliver the goods to the buyer even before the specified delivery date and the buyer is not entitled to refuse such early performance.
2. The place of delivery of the goods shall be, unless the purchase contract provides otherwise, subject to "EXW" ZLIN AERO a.s., Letiště 1887, 765 02 Otrokovice, in accordance with the international terms and conditions of INCOTERMS 2010.
3. **The seller is obliged to hand over to the buyer together with the object of purchase the documents necessary for the acceptance and use of the goods.**
4. The Seller is obliged to deliver the object of purchase packaged in the manner usual for this type of goods and in such a way that the packaging guarantees the protection of the goods during loading, unloading and transport.
5. The seller is obliged to hand over the goods to the buyer together with the goods:
 - a) a delivery note in which the seller shall provide the following information:
 - the name and complete address of the Buyer;
 - number of units delivered;
 - the names of the sub-items of the object of purchase;
 - b) relevant certificates (if required by law).
6. The Seller is obliged to notify the Buyer in due time that the goods are ready for delivery or have been handed over to the first carrier for dispatch.
7. The Buyer is obliged to confirm the acceptance of the delivery of the goods by signing the delivery note by the responsible person. Ownership of the goods passes from the seller to the buyer only after payment of the total purchase price, the same applies to the method of payment of the purchase price in instalments. The provisions of Section 1099 of Act No. 89/2012 Sb., Civil Code, as amended, shall not be taken into account.



8. In the event of delay by the buyer in taking over the goods, the Seller is entitled to charge a contractual penalty of 0.5% of the purchase price of the goods for each day of delay. This is without prejudice to the right to compensation for damages incurred by the Seller in connection with the delay in acceptance.
9. The delivery date is not binding and may be unilaterally changed by the Seller. For this reason, the Seller shall not be liable for any damages caused to the Buyer in the event of delay in delivery of any goods.
10. If the Buyer is in default in the performance of any of its contractual obligations or any other obligation specified in these GTC, the delivery time of the object of purchase shall be extended by the period of such default.
11. The Seller is entitled to unilaterally withdraw from the concluded purchase contract without giving any reason and the Buyer is not entitled to claim any damages from the Seller in such case. In the event of withdrawal from the contract, the seller shall return the purchase price paid to the buyer.

VII. Transfer of risk of damage to goods

1. The risk of damage (loss, destruction, theft, damage, depreciation, etc.) to the goods passes to the buyer in the moment he takes over the goods from the Seller.
2. If the Buyer is in delay in taking delivery of the goods at the Seller's warehouse, the risk of damage to the goods passes to the Buyer at the time when the Seller has allowed the Buyer to dispose of the goods and the Seller has been timely notified of the delivery date.
3. If the Seller hands over the goods to the carrier for transport to the buyer, the risk of damage to the goods passes to the buyer in the moment of handing them over to the first carrier. Damage to the goods occurring after the risk of damage to the goods has passed to the buyer shall not affect the Buyer's obligation to pay the purchase price.
4. If the delivery of the goods is stopped or withheld due to non-payment of invoices by the Buyer or on the Buyer's instruction, the Buyer is obliged to pay all such additional costs incurred by the Seller.

VIII. Quality of goods and warranty conditions

1. The Seller delivers the goods in the quantity requested by the Buyer, quality and design according to the manufacturer's technical specifications.
2. The warranty conditions for the goods are set out in the relevant Technical Terms and Conditions (TPF). The warranty period runs from the handover of the goods to the Buyer or from the arrival of the goods at their destination. The provisions of Section



2115, second sentence, of Act No. 89/2012 Sb., Civil Code, as amended, shall not be taken into account.

3. The Seller bears a warranty for products manufactured by the manufacturer. Warranties for supplier products (engine, propeller, devices, electrotechnical equipment, and others) are governed by the warranty conditions of the supplier of the aforementioned components (engine, propeller, devices, electrotechnical equipment, and others).
4. The Buyer has the right not to accept the object of purchase if the goods have obvious quality, quantity or documentary (certification) defects.
5. In the Protocol of Claims, the Buyer is obliged to clearly describe the claimed non-conformities or defects and specify the method of complaint. The Protocol of Claims is published on the website www.zlinaero.eu.
6. If the defective performance is a material breach of the purchase contract, the Buyer has the right to
 - a) to remedy the defect by supplying a new item without the defect or by supplying the missing item,
 - b) to remove the defect by repairing the item,
 - c) a reasonable discount on the purchase price, or
 - d) withdraw from the Purchase Contract.
7. The Buyer shall inform the Seller of the right he has chosen when notifying the defect or without undue delay after notification of the defect. The Buyer may not change the choice made without the consent of the Seller; this does not apply if the Buyer has requested the repair of a defect which proves to be irreparable. If the Seller fails to remedy the defects within a reasonable period of time or notifies the Buyer that he will not remedy the defects, the Buyer may demand a reasonable discount on the purchase price in lieu of remedying the defects or may withdraw from the purchase contract.
8. If the defective performance is an insignificant breach of the purchase contract, the Buyer is entitled to have the defect removed or to a reasonable discount on the purchase price. As long as the Buyer does not exercise the right to a discount on the purchase price or does not withdraw from the purchase contract, the seller may supply what is missing or remedy the legal defect. The Seller may remedy other defects at his option by repairing the item or supplying a new item; the choice must not cause unreasonable costs to the Buyer. If the Buyer fails to notify the defect in time, the Buyer loses the right to withdraw from the contract of sale. The Buyer may not withdraw from the contract of sale or demand delivery of a new item if he cannot return the item in the condition in which he received it.
9. Complaints of quantitative defects, where the delivered goods do not correspond to



the quantity stated on the delivery note, shall be admissible within two (2) working days of receipt or receipt of the delivery of goods, otherwise the claim shall lapse. The Buyer is obliged to provide the delivery note and invoice number.

10. The Buyer is obliged to claim obvious defects of the goods at the time of delivery or acceptance of the delivery of the goods, otherwise the claim shall expire.
11. The Buyer is obliged to claim hidden defects of the goods without undue delay after their discovery, but no later than five (5) calendar days from the date of their discovery, but no later than the end of the warranty period.
12. Failure to notify defects within the above time limits means that the Buyer has accepted the delivery without any prompts.
13. If it is established that the claimed defect was caused by improper use, improper assembly or careless handling of the goods, the Buyer's right to claim shall cease.
14. The Seller is obliged to respond to the Buyer's complaint within fourteen (14) calendar days from the written receipt of the complaint report together with the claimed object of purchase, i.e. to inform the Buyer of its opinion on the validity of the complaint.
15. The Seller shall be obliged to settle the Buyer's complaint within thirty (30) working days, counted from the date on which the Seller physically receives the object of purchase from the Buyer together with the relevant complaint report. In the event that an expert opinion or other professional assessment is required, this period shall be extended accordingly.
16. A claim or a claim arising from liability for defects on the part of the Buyer does not arise if the Buyer has used other than original parts or components supplied by the seller (OEM), or if the damage to the goods has arisen as a result of improper use, improper assembly, careless handling by the Buyer or careless handling by the carrier.
17. In the event that the claim was unjustified, the Buyer is obliged to pay the seller without undue delay and in full the invoiced amount for the unjustifiably claimed object of purchase and also the proven costs incurred by the Seller in resolving such claim, including, if applicable, contractual penalty, if paid by the Seller to the Buyer.

IX. Withdrawal from the purchase contract

1. If one of the contracting parties breaches its obligations under the purchase contract in a serious and substantial manner, the other contracting party has the right to withdraw from the purchase contract. Withdrawal shall not affect the right to compensation for damages arising from the breach of this Purchase Contract.
2. A material breach of the Purchase Contract on the part of the Buyer shall be



understood as, in particular, failure to take delivery of the goods within three (3) calendar days of notification that the goods are ready for acceptance or failure to take delivery of the goods from the carrier without cause, failure to pay the purchase price or contractual penalty by the due date.

3. In the event of a material deterioration of the Buyer's financial circumstances (in particular in the event of a declaration of bankruptcy or entry into liquidation or the commencement of insolvency proceedings) or in the event of default by the Buyer in the payment of any claim of the Seller, the Seller shall be entitled to declare all existing claims immediately due and payable and to demand payment thereof. The Seller shall also be entitled to withhold unfulfilled deliveries and shall have the right to withdraw from all purchase contracts without this constituting a breach of the purchase contract.
4. In case of withdrawal from the purchase contract by the Buyer without a justified reason after the order confirmation, the seller is entitled to charge a contractual penalty of 50% of the total purchase price. This is without prejudice to the right to compensation for damages that the Seller may have incurred in connection with such withdrawal from the purchase contract.
5. In the event of non-fulfilment of any other contractual obligations arising from the purchase contract by the Buyer, the seller is entitled to charge a contractual penalty of 10% of the total purchase price for each individual failure to fulfil a contractual obligation, unless otherwise specified in the purchase contract. This is without prejudice to the right to compensation for damages which the Seller may have incurred in connection with such non-fulfilment of the contractual obligation.
6. Withdrawal from the Purchase Contract does not affect the right to compensation for damages that the Seller may have incurred in connection with the specific withdrawal from the Purchase Contract.

X. Force majeure

1. The parties are entitled to suspend the performance of their obligations under the Purchase Contract for as long as the circumstances excluding liability (hereinafter referred to as "Force majeure") Cases of the Force majeure are in particular strike, epidemic, fire, natural disaster, mobilization, war, revolution, insurrection and embargo are considered cases of force majeure.
2. Force majeure excludes a claim for sanctions against the party affected by force majeure.
3. The Party claiming force majeure must immediately notify the other Party in writing and take all possible measures to mitigate the consequences of the non-performance of the contractual obligations.



4. In the event of Force majeure lasting for more than forty-five (45) working days, both parties shall be entitled to withdraw from the Purchase Contract.

XI. Dispute Resolution

1. The Seller and the Buyer undertake to resolve all disputes arising out of and/or in connection with the Purchase Contract primarily by agreement.
2. All disputes arising out of and in connection with the Purchase Contract, which cannot be resolved by negotiations between the Parties, shall be finally decided by *three arbitrators at the Arbitration Court of the Czech Chamber of Commerce and the Czech Chamber of Agrarian Affairs in accordance with its rules*. The place of arbitration shall be Prague and the language of the arbitration shall be Czech.

XII. Special Arrangements

1. The Seller is the original (original) manufacturer of the goods supplied. Therefore, the goods acquired by the Buyer from the seller may only be used for the buyer's own use, i.e. the owner of the final product or its operator or a sales representative authorised by the Seller.
2. The Buyer shall not be entitled to alienate the goods to third parties without the prior written consent of the Seller, otherwise the Buyer shall be liable for any damages incurred by the Seller by failing to comply with this condition. At the same time, in the event of a breach of this condition, the Buyer shall be obliged to pay the Seller a contractual penalty, the amount of which, unless otherwise agreed in the Purchase Contract, is in each individual case 50% of the value of the total purchase price, without prejudice to the Seller's right to compensation for damages.

XIII. Final provisions

1. Legal relations between the buyer and the seller are governed by the applicable laws of the Czech Republic, in particular Act No. 89/2012 Sb., the Civil Code, as amended.
2. The commercial customs and business practices between the parties to the purchase contract shall not be taken into account on the basis of the provisions of Section 558 of Act No. 89/2012 Sb., the Civil Code, as amended. The provisions of Section 1744 of Act No 89/2012 Sb., Civil Code, as amended, shall also be disregarded.



3. All information contained in the Purchase Contract shall be considered confidential pursuant to the provisions of Section 1730 of Act No. 89/2012 Sb., Civil Code, as amended, and shall not be misused or disclosed under penalty of fine. If the Buyer violates this obligation, the Seller is entitled to demand payment of a contractual penalty of 30% of the total purchase price.
4. If any provision of these Terms and Conditions shall be in conflict with law, the other provisions of these Terms and Conditions shall not be affected thereby.
5. The Seller may amend these GTC to a reasonable extent. A change to the GTC shall be effective upon posting on the Seller's website, unless otherwise specified herein.
6. These GTC are publicly available on the website www.zlinaero.eu and come into force on May 8, 2024.