

TERMS AND CONDITIONS

FK system – povrchové úpravy, s.r.o.

(sales)

effective from 1 November 2025

1. INTRODUCTION

- 1.1 These Terms and Conditions (hereinafter referred to as the “**Terms and Conditions**”) of **FK system – povrchové úpravy, s.r.o.**, Company ID No.: 27736717, with its registered office at: Karásek 2244/1c, Řečkovice, 621 00 Brno, registered in the Commercial Register maintained by the Regional Court in Brno, file No.: C 55555 (hereinafter referred to as the “**Contractor**”), regulate the rights and obligations of the Contractor in performing surface treatment of materials (hereinafter referred to as the “**Work**”) for the customer (hereinafter referred to as the “**Customer**”).
- 1.2 These Terms and Conditions shall apply exclusively to relationships concerning the performance of the Work in which both the Contractor and the Customer act within the scope of their business activities.
- 1.3 The purchasing, business or other terms and conditions of the Customer within the meaning of Section 1751 of Act No. 89/2012 Coll., the Civil Code (hereinafter also referred to as the “**Civil Code**”) shall not apply. With regard to the previous sentence, Section 1751(2) of the Civil Code shall not apply. Acceptance of the Customer’s order, any performance from the Customer, payment, or any other non-express or non-written conduct of the Contractor does not constitute acceptance of any terms and conditions of the Customer.
- 1.4 These Terms and Conditions are binding on the contracting parties from the moment they first became acquainted with them and/or when they were first referred to during any contractual dealings between the parties.
- 1.5 Terms used in these Terms and Conditions shall have the meaning set out in these Terms and Conditions, in the Technical Conditions for the Performance of Work for the respective surface treatment, which in individual variants form Annex No. 1 to these Terms and Conditions (“**TPPP**”), or in other documents to which these Terms and Conditions refer. These Terms and Conditions as well as the TPPP for the respective surface treatment are published on the Contractor’s website <https://www.fksystem.cz/>.

2. CONCLUSION OF THE CONTRACT

- 2.1 The presentation of services on the Contractor’s website <https://www.fksystem.cz/> is for information purposes only and does not constitute an offer by the Contractor to conclude a contract within the meaning of Section 1732(2) of the Civil Code.
- 2.2 The Customer submits a non-binding inquiry, in particular by completing the order form available on the Contractor’s website (hereinafter referred to as the “**Order**”) and sending it by email to fksystem@fksystem.cz, or by sending another email Order or as agreed by the contracting parties. The Order and its particulars are specified in detail in the TPPP.

- 2.3 The Contract is concluded at the moment
- a) when the acceptance of the Order by the Contractor has been confirmed in the manner specified in the TPPP, unless otherwise stipulated
 - b) by a written agreement of the contracting parties, if the parties do not proceed in accordance with paragraph 2.3a) of these Terms and Conditions; in such a case, the contract is concluded at the moment when the last of the contracting parties affixes its signature to the written proposal of the respective contract, provided that the Contractor's contract contains a reference to these Terms and Conditions,
- (hereinafter referred to as the „**Contract**“).
- 2.4 An integral part of the Contract, after its conclusion, shall be these Terms and Conditions, including the TPPP for the respective surface treatment, or other documents to which these Terms and Conditions refer.
- 2.5 The Contractor is not obliged to accept any Order. A reason for non-acceptance of an Order shall in particular be a situation where the Customer, at any time during a visit to the premises, failed to comply with the instructions of the Contractor's employees, took photographs or other recordings without the Contractor's written consent, failed to maintain confidentiality regarding all information obtained concerning the Contractor's production processes, technologies and business matters, or did not behave with respect towards the Contractor's employees and property.
- 2.6 The Contractor is entitled to verify the data stated in the Order, including repeatedly.
- 2.7 In the case of an individual offer by the Contractor, the Contract is concluded on the basis of the acceptance of the offer by the Customer.
- 2.8 Any response by the Customer to the confirmation of acceptance of the Order or to the Contractor's offer with an addition or deviation pursuant to Section 1740(3) of the Civil Code shall not constitute acceptance of the offer to conclude the Contract by the Customer, even if it does not substantially change the terms of the offer.
- 2.9 These Terms and Conditions or any other expressions of intent of the Contractor do not constitute a public offer to conclude a contract within the meaning of Section 1780(1) of the Civil Code.
- 2.10 By sending the Order, the Customer confirms that it has familiarized itself with these Terms and Conditions and that it agrees with their content.

3. PERFORMANCE PERIOD

- 3.1 The performance period shall be agreed after the conclusion of the Contract in accordance with these Terms and Conditions.
- 3.2 The delivery date of the Work is subject to prior e-mail approval by the Contractor. The Customer acknowledges that the delivery date can generally only be agreed from the moment the Customer makes the parts available for performance of the Work (i.e. after delivery of the goods to the

Contractor's premises, etc.), unless, in the case of a request for priority processing, the Contractor informs the Customer earlier. In the event that the indicative *Requested pick-up date* according to the Order cannot be met, the Contractor is entitled to propose a performance period according to its operational capacities. The delivery date of the Work pursuant to paragraph 3.2 shall not be considered binding until the Contractor confirms the delivery date in accordance with the first sentence of this paragraph.

- 3.3 Performance of the Contract may be prevented by extraordinary unforeseeable obstacles arising independently of the will of the Contractor, in particular natural events, events related to human activity, e.g. wars, civil disturbances, epidemics, related crisis measures of public authorities or other measures of public authorities, etc. Such obstacles shall also include obstacles arising from personal circumstances on the part of the Contractor or arising only after the Contractor has been in delay with the performance of the agreed obligation. In such a case, the Contractor shall not be liable for damages arising from failure to meet the performance deadline and, for this period, the Contractor shall not be deemed to be in delay.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 4.1 The Contractor is obliged to provide the Customer with performance in accordance with the conditions set out in the Contract. The basic quality standards of the Contractor's work for individual surface treatments are specified in the relevant TPPP.

The Customer is obliged to deliver the parts for surface treatment in accordance with the TPPP applicable to the individual surface treatments. All required data must be stated in the Order and all information necessary for the proper course of the work must be stated directly in the body of the Order; information provided only on a drawing, in an attachment or in the form of a reference to an offer shall not be considered sufficient. All information must be stated in one document, i.e. it is not permissible to provide part of the information in the Order and part in the text of an e-mail message. The Customer is further obliged to deliver the parts intended for surface treatment in accordance with the TPPP applicable to the respective type of surface treatment.

- 4.2 The Contractor's obligation under the Contract is fulfilled if the Work is completed and handed over to the Customer. Proper completion of the Work means the execution of the surface treatment without defects or deficiencies preventing its proper use. The Customer undertakes to take over the Work within 5 working days from the Contractor's request; in the event of exceeding this period, the Contractor may request reimbursement of storage costs for the Work according to the current price list, and if none exists, in the usual amount. Work performed at the Contractor's premises shall be deemed handed over on the day it is handed over to the first carrier for transport, on the day it is taken over by the Customer at the Contractor's premises, or by signing a handover protocol, whichever occurs first. In the event that the work is performed outside the Contractor's premises (at the Customer's premises, etc.), the Work shall be deemed handed over upon signing the handover protocol by both parties.

5. LIABILITY OF THE CONTRACTOR

- 5.1 The Contractor shall not be liable for damage to parts delivered for surface treatment or for any other damage incurred if the parts were not delivered by the Customer in accordance with the TPPP for the respective surface treatment. The Contractor is not obliged to verify whether the delivered parts comply with the conditions set out in the TPPP.
- 5.2 The Contractor is able to inspect and verify the quality of the performed Work on dry material. If the Customer requests delivery of the Work that is not fully dried, the Contractor shall not be liable for the visual result of the Work.
- 5.3 The Contractor may inspect and verify the quality of the performed Work exclusively on accessible surfaces. The Contractor is therefore liable for proper performance of the Work only to the extent of inspection on accessible surfaces. On inaccessible surfaces, the Customer's reservations shall be accepted only in cases where it is proven that the Contractor breached its obligations during the performance of the work.
- 5.4 If, within 5 working days from taking over the Work pursuant to paragraph 4.2 of these Terms and Conditions, the Customer does not raise objections in writing, it shall be deemed that the Work was properly completed and had no defects at the time of takeover. Any objections must be asserted by the Customer by e-mail to the Contractor's address fksystem@fkssystem.cz or kvalita@fkssystem.cz without undue delay after their discovery; the provision of the first sentence of this paragraph shall not be affected.
- 5.5 The Contractor undertakes to respond to the Customer's objections within 5 working days of their receipt. If the objections are justified, the Contractor shall settle them within a further 5 working days from delivery of the part to the Contractor, if technically and technologically possible. The method of settlement of the objections shall be decided by the Contractor.
- 5.6 The Contractor shall bear only the direct costs of remedying defects pursuant to paragraph 5.4 of the Terms and Conditions. The Contractor shall not be liable for loss of profit, loss of revenue, or indirect, special or incidental damages. The Contractor shall further not be liable for losses that it could not reasonably have foreseen.
- 5.7 The Contractor points out that the appearance of the finished Work may be affected by storage of a part improperly packaged by the Customer, condensation of water under packaging material or other water ingress as a result of the preparation of the part by the Customer, as well as by the effects of weather and climatic conditions, in particular the effects of air temperature, sunlight, precipitation, wind, etc.; such changes in appearance do not constitute defects of the Work.
- 5.8 The Contractor shall not be liable for the manner in which the finished Work is stored during transport. The Contractor shall provide the necessary cooperation during loading; the placement of the Work for transport is subject to agreement between the Customer and the carrier, and any damage occurring during transport shall be borne by the Customer.
- 5.9 The Contractor handles the parts with regard to preventing the surface from being contaminated by foreign material. If the Customer has special handling requirements due to the fact that the part is not self-supporting, certain parts are not sufficiently strong or reinforced, etc., the Customer is obliged to notify the Contractor thereof in writing no later than in the Order and at the same time specify an

appropriate method of handling. If the Contractor is not notified in the above manner, it shall not be liable for any damage caused by improper handling.

- 5.10 The risk of damage to the parts that are the subject of surface treatment, maintenance or repair shall not pass to the Contractor.
- 5.11 A protocol on the performed treatment shall be issued by the Contractor only upon request and under the conditions specified in the TPPP.
- 5.12 The Contractor shall not be liable for defects arising from an incorrect choice of material for the given part and its use by the Customer or a third party, nor for incorrectly chosen or unsuitable environment and use for the given part and material. The Contractor shall not be liable for defects arising from improper storage, transport, handling and use of surface-treated parts by the Customer.
- 5.13 The Contractor has taken out insurance to cover damage caused by its activities to the accepted material in the amount of CZK 20,000,000.

6. PRICE AND PAYMENT TERMS

- 6.1 The Customer is obliged to pay the Contractor for the completed Work the price determined by the Contractor and to provide the Contractor with all cooperation necessary for the performance of the Work.
- 6.2 The price does not include value added tax (VAT), which shall be calculated in accordance with the applicable laws and paid together with the payment for delivery of the Work.
- 6.3 The price for the Work shall be paid by bank transfer to the bank account specified on the tax document – invoice. Amounts shall be deemed paid at the moment they are credited to the Contractor's bank account specified on the invoice.
- 6.4 Any claims raised by the Customer under these Terms and Conditions shall not affect the Customer's obligation to duly pay the amounts stated on the invoice.
- 6.5 The Contractor is entitled to issue an invoice for the Work after its takeover by the Customer, unless stipulated otherwise.
- 6.6 Invoices shall always contain at least the identification and addresses of the contracting parties, Company ID No. (if any), Tax ID No. (if any), the name and number of the Order and/or the Contract, a description of the delivered performance, the invoice number, the date of issue, the invoice due date, the bank account number to which the amount is to be paid, and the invoiced amount.
- 6.7 Invoicing is carried out electronically and the issued invoices are sent to the Customer by electronic mail to the e-mail address specified in the Order and/or in the Contract.
- 6.8 Unless otherwise agreed between the parties (e.g. in the Order), all invoices are due within 30 days from delivery to the Customer.
- 6.9 If the Customer is in delay with payment of an invoice, the Contractor has the right to charge a contractual penalty in the form of default interest in the amount of 0.1% of the outstanding amount for

- each day of delay.
- 6.10 If the Customer is in delay with payment of an invoice issued by the Contractor under any Contract for more than 5 working days or if the outstanding amount at any time of delay exceeds CZK 50,000, the Contractor is, at its discretion, (i) entitled to limit or suspend work on any or all Works or any part thereof until proper payment of all outstanding amounts under the relevant Contract or Contracts and/or (ii) to retain any parts delivered by the Customer until full payment of the invoiced amounts; for the duration of the exercise of the right of retention, the Contractor is entitled to reimbursement of reasonably incurred costs associated with the safekeeping of the retained item. In such a case, the Contractor shall send the Customer a notice of suspension of work on the Work or retention of the Work or its part within 3 working days from such event. In such a case, the Contractor shall not be in delay with the performance of its contractual obligations. From the moment of sending the notice pursuant to the previous sentence, the Contractor is also entitled to require, as a condition for resumption of work on the Work, payment of the remaining part of the price of the Work as a whole, or of another Work under any other Contract.
- 6.11 The Customer is not entitled to assign its claims under the Contract to third parties without the prior written consent of the Contractor, nor to unilaterally set off its claims against the Contractor against its obligations thereto.
- 6.12 The Contractor reserves the right to require payment of an advance in the amount of 100% of the price of the Work or payment in cash upon takeover of the completed Work.
- 6.13 In the case of Contracts concluded with the Customer for performance that is to take place wholly or partly only after a period longer than 6 months from the conclusion of the Contract, the Contractor is entitled to increase the price of the Work or its part, which will become due only after the expiry of the said period, by a percentage corresponding to the average annual inflation rate expressing the percentage change in the average price level over the last 12 months compared to the average of the previous 12 months (see e.g. https://csu.gov.cz/mira_inflace) announced by the Czech Statistical Office (hereinafter referred to as the „CZSO“). The effectiveness of the increase in the price of the Work or its part shall occur for the first time in the calendar month following the announcement of the relevant inflation rate by the CZSO and at the same time after the Contractor has notified the Customer of this increase in writing, specifying the impact on prices and documenting it by reference to the CZSO data. The Contractor is entitled to give the notice pursuant to the previous sentence to the same Customer no more than once per year. Any negative percentage value of the average annual inflation rate shall have no effect on the price level and shall not entitle the Customer to request a price reduction.
- 6.14 The Contractor is entitled to apply an increase in the price of the Work or its part in the manner pursuant to paragraph 6.13 also in Contracts that concern the same performance as the performance provided to the same Customer under any previously concluded Contract, provided that at least 6 months have elapsed from the conclusion of the previous Contract to the performance date under the current Contract and the price of the performance under the current Contract as of the date of its conclusion is the *same as* or *lower* (not higher) than the price of the same performance under the previous Contract as of the date of its conclusion.

[Example 1: original contract concluded on 1 January 2024, delivery date 31 March 2024, performance price CZK 1,000 per piece, new Contract for the same performance concluded on 1 January 2026, delivery

*date 31 March 2026, performance price CZK 1,000 per piece = the price has remained unchanged for more than 6 months and the Contractor **is entitled** to apply the inflation clause pursuant to paragraph 6.13.*

*Example 2: original contract concluded on 1 January 2024, delivery date 31 March 2024, performance price CZK 1,000 per piece, new Contract for the same performance concluded on 1 January 2026, delivery date 31 March 2026, performance price CZK 1,100 per piece = the price has changed compared to the previous delivery and the Contractor **is not entitled** to apply the inflation clause pursuant to paragraph 6.13.*

*Example 3: original contract concluded on 1 October 2025, delivery date 31 December 2025, performance price CZK 1,000 per piece, new Contract for the same performance concluded on 1 January 2026, delivery date 31 March 2026, performance price CZK 1,000 per piece = the performance price as of the delivery date 31 March 2026 is the same as under the Contract concluded on 1 October 2025, i.e. less than 6 months earlier, and the Contractor **is not entitled** to apply the inflation clause pursuant to paragraph 6.13.]*

- 6.15 The limitation period for all monetary claims of the Contractor arising from the Contract and in connection with it is agreed to be 5 years from the moment it first began to run.

7. TERMINATION

- 7.1 The effectiveness of the Contract may be terminated prematurely:
- by a written agreement of the contracting parties, which also includes settlement of mutual obligations and claims,
 - by written withdrawal from the Contract in the event of a material breach of the Contract by one of the contracting parties,
 - in cases where the Contractor is entitled not to accept the Order pursuant to paragraph 2.5 of these Terms and Conditions; in such a case, the Contractor is entitled to withdraw from the Contract with effect as of the date of delivery of the withdrawal to the Customer,
 - in the event that the other party becomes insolvent or enters liquidation; in such a case, the Contract may be terminated by withdrawal with effect as of the first day of the month following the month in which the withdrawal was delivered to the other contracting party.
- 7.2 In the event of withdrawal from the Contract by the Contractor, the parties shall settle the mutually provided performances in accordance with this paragraph. The Contractor shall allow the Customer to take over the parts of the Work created so far at the corresponding stage of completion within 5 working days from the withdrawal. The Contractor has the right to compensation for the part of the price of the Work corresponding to the stage of its completion, in case of doubt, however, at least 15% of the agreed price of the Work, and further for costs incurred in preparation and performance of the Contract, including lost profit.
- 7.3 A material breach of the Contract shall be deemed in particular a delay by the Customer in payment of outstanding amounts exceeding 30 days.

8. DISPUTE RESOLUTION

- 8.1 The Contract and all rights and obligations arising on its basis or in connection with it, including these Terms and Conditions, shall be governed by the laws of the Czech Republic, in particular the Civil Code. If the Contract contains an international element, the parties choose Czech law as the governing law and at the same time exclude the conflict-of-law rules of private international law as well as the application of the United Nations Convention on Contracts for the International Sale of Goods.
- 8.2 Any disputes between the parties shall be resolved by the court of competent subject-matter jurisdiction of the Czech Republic determined according to the registered office of the Contractor.

9. FINAL PROVISIONS

- 9.1 In the event of a specific conflict between the Contract, these Terms and Conditions or another document to which the Contract or these Terms and Conditions refer, these documents shall prevail in the following order:
- a) the Order or the agreement of the parties pursuant to paragraph 2.3b) of these Terms and Conditions,
 - b) TPPP,
 - c) these Terms and Conditions.
- 9.2 The provisions of paragraph 9.1 shall not apply if it is apparent that a certain matter is addressed in more detail in another document which, pursuant to paragraph 9.1, should not prevail (e.g. the Contractor's offer or its price list, if issued), or if the application of the provisions of paragraph 9.1 would be contrary to a later written agreement between the contracting parties.
- 9.3 The Contractor is entitled to unilaterally amend these Terms and Conditions to a reasonable extent in accordance with Section 1752 of the Civil Code. The application of Section 557 of the Civil Code is excluded.
- 9.4 An integral part of the Terms and Conditions are the following annexes:
- a) [Annex No. 1](#) Technical Conditions for the Performance of Work for the respective surface treatment (**separate annex**)
- 9.5 If any provision of these Terms and Conditions or of another document to which the Contract or these Terms and Conditions refer is found to be invalid or unenforceable, or becomes invalid or unenforceable after the conclusion of the Contract, the validity or enforceability of the remaining provisions of the Contract, these Terms and Conditions or any other document to which the Contract or these Terms and Conditions refer shall not be affected thereby. At the request of the other contracting party, the contracting parties shall without undue delay replace the invalid or unenforceable provision with a valid and enforceable provision, the content of which shall, to the maximum possible extent, correspond to the purpose of the invalid or unenforceable provision.

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