

GENERAL TERMS AND CONDITIONS

for the Provision of Services

VPPV s.r.o.

VPPV s.r.o.

ID No.: 180 20 151

with its registered office at Sídliště 1262, Třeboň II, 379 01 Třeboň

registered in the Commercial Register maintained by the Regional Court in České Budějovice, File No. C 32918 (the "**Provider**")

1. Introductory Provisions

1. The company VPPV s.r.o. sells large HVLS (*High Volume Low Speed*) ceiling fans, provides their assembly and installation and related consulting services. These general terms and conditions for the provision of services by VPPV s.r.o. (the "**Terms and Conditions**") within the meaning of Section 1751 of Act No. 89/2012 Coll., the Civil Code, as amended (the "**Civil Code**"), regulate the mutual rights and obligations between entrepreneurs, i.e. between the client and the Provider, in respect of all contractual relations arising between the client and the Provider in connection with the provision of services by the Provider.
2. The client is a legal entity or an enterprising individual with whom an agreement has been concluded, or a person who has received an offer (proposal for conclusion of an agreement) and/or a person who has submitted a proposal for conclusion of an agreement in the form of an order to the Provider, and/or a person who has submitted an enquiry, declaration or other timely legal act to the Provider, from which it can be concluded that the client wishes to conclude an agreement, as provided for in the Terms and Conditions (the "**Client**").

3. The contact details of the Provider are as follows:

VPPV s.r.o.

ID No.: 180 20 151

Delivery address: Sídliště 1262, Třeboň II, 379 01 Třeboň

E-mail: vppv@vppvfans.cz

Phone: + 420 732 626 961

Website: <https://www.vppvfans.cz/>

2. Services

1. The Provider provides the following services:
 - sale of HVLS ceiling or mobile industrial fans (the "**Goods**");
 - assembly and installation of the Goods;
 - advice on the Goods;(collectively as the "**Services**").
2. The parameters of the Goods and the scope and specification of the Services for an individual order, including the date and place of delivery of the Services, will always be set out in the concluded agreement as further set out in these Terms and Conditions.
3. For the avoidance of doubt, the Provider expressly declares that it does not provide services in the field of structural engineering of buildings, design activities (architectural designs, project documentation for building law proceedings, implementation documentation, etc.), construction supervision or in the field of electrical installations and inspections.

3. Conclusion of the Agreement

1. The agreement is an agreement concluded between the Client and the Provider, the subject of which is the delivery of Goods and the provision of Services by the Provider to the Client for a fee under the conditions specified in the agreement and these Terms and Conditions (the "**Agreement**"). The Agreement shall be concluded in the Czech language, unless circumstances on the part of the Provider or the Client prevent it, the Agreement may also be concluded in another language.
2. The Agreement between the Provider and the Client is concluded in the event that:

- a. the Provider's offer is accepted by the Client without reservation; the Provider excludes the acceptance of an offer with an addition, modification or deviation in accordance with the provisions of Section 1740 (3) of the Civil Code; each addition, modification or deviation from the offer shall be considered as a new offer for the conclusion of the agreement, subject to the Provider's confirmation of the acceptance of the offer;
 - b. an order from the Client is accepted by the Provider; or
 - c. a written agreement is entered into between the parties.
3. The Provider's Services may be requested on an individual basis. The Provider is entitled to make a specific offer of Services based on the request, which is a proposal for the conclusion of an Agreement. The Provider reserves the right to refuse the request.
 4. The Client's written order, the subject of which is the provision of Services, is a proposal for the conclusion of an Agreement. The order must contain the Client's identification information and the exact specification of the required Services, including the parameters of the Goods.
 5. The Client may cancel the order by e-mail, data mailbox or through the postal service provider until the Provider has confirmed acceptance of the order. Later, the order can be cancelled if the Provider agrees.
 6. The time limit for acceptance of the order by the Provider is ten (10) calendar days from the date of receipt of the order. The order shall expire if it is not accepted within this period.
 7. The written request/order/offer may be sent by e-mail, data mailbox, through the postal service provider or by using the contact form, if published on the Provider's website. In case of doubt, the request/order/offer shall be deemed to have been received on the third (3rd) day after it was sent.

4. Rights and Obligations of the Parties

1. The Provider is obliged to comply with generally binding legal regulations and the Client's instructions that are in accordance with the ordered Services, and to fulfil its obligations under the Agreement in a proper and timely manner. If the Provider receives an obviously

incorrect instruction, it shall be obliged to notify the Client thereof without delay and shall at the same time be entitled not to carry out such an instruction.

2. The Provider is obliged to conscientiously respect and defend the interests of the Client in the performance of its obligations and to refrain from any activity that may damage the interests and reputation of the Client.
3. Any action taken by the Provider without the Client's prior consent shall not give rise to any obligation on the part of the Client to pay the Provider's costs, with the exception of actions taken by the Provider in good faith in an emergency and with the exception of insignificant actions that do not alter the meaning and significance of the Services ordered.
4. The Client is obliged to provide the Provider with all information and documents necessary for the performance of the Agreement within five (5) days of the Provider's request, unless otherwise specified.
5. By providing the submissions, the Client represents and warrants that all submissions are lawful and do not infringe the rights of any third party. In the event that any third party makes any claim against the Provider in connection with the use of the submissions, or any governmental or local authority takes any action against the Provider in connection therewith, the Client shall indemnify the Provider and take all necessary steps to defend the Provider against such claims and actions.
6. The Client is obliged to prepare the site for the assembly and installation of the Goods in accordance with the Provider's instructions, which are usually included in the offer (preparatory work). The Client shall, inter alia, check that the nature and course of the utilities and the load-bearing capacity of the walls allow the safe installation of the Goods and shall inform the Provider of all relevant facts. The Client shall provide the Provider with access to a power supply (100-120V or 220-240V, as specified by the Provider), running water and a working toilet throughout the assembly and installation of the Goods. For technological reasons, the work must be carried out at a temperature of at least 18°C.

7. The Goods will only be connected to existing connections which are in good working order and freely accessible.
8. The Client or a person authorized by the Client must be present at the site during the entire period of assembly and installation work.
9. The Provider shall be entitled not to commence the provision of the Services or not to continue the provision of the Services already commenced until the Client has completed all preparatory work or has provided all information and documents or other cooperation required for the performance of the Agreement in accordance with the Provider's instructions.
10. The Provider shall be entitled to use subcontractors in the performance of its obligations under the Agreement to provide the necessary goods or services, provided that the Provider shall select its subcontractors with the utmost care in order to provide the Services to the highest possible quality. The Provider shall be liable to the Client for the performance of subcontractors to the same extent as if it had performed it itself, including liability for the consequences of any breach of contractual obligations.
11. On completion of the work a functional test shall be carried out and a written handover protocol signed by the Provider and the Client or their representatives shall be drawn up on the handover and acceptance of the Goods. Any reservations by the Client shall be noted in the handover protocol.
12. Before using the Goods for the first time, the Client is obliged to read and strictly observe the instructions for use or operating instructions and any warranty conditions, failing which the Client runs the risk of damaging the Goods through improper use, which may result in the impossibility of exercising its rights under the liability for defects.
13. The Client acknowledges and undertakes that upon completion of the installation of the Goods the Client shall immediately arrange for an inspection report (in Czech: *revizní zpráva*) to be carried out by an authorized electrical inspector.
14. Upon delivery of the Goods, the Provider shall also hand over to the Client all warranty

certificates and manuals relating to the Goods or their individual components.

5. Fee and Payment Terms

1. The Client is obliged to pay to the Provider for the provision of the Services the remuneration agreed upon in the Provider's offer unconditionally accepted by the Client / in the Client's order approved by the Provider / in the written agreement concluded between the Provider and the Client (the "Fee").
2. VAT will be charged on the Fee for Services at the applicable rate in accordance with applicable law.
3. The Fee includes the price of the Goods, the price of transport and delivery of the Goods and the price of assembly and installation.
4. The Client is obliged to pay the Fee for the Services to the Provider on the basis of the invoice issued at the latest on the due date of the invoice.
5. The Provider is entitled to demand an advance payment of up to 100% of the Fee. The Client shall be obliged to pay the advance payment on the basis of a duly issued advance invoice at the latest on the due date of this advance invoice. If the Client fails to pay the advance payment, the Provider shall be entitled to terminate the Agreement.
6. The Provider is entitled to send the invoice in electronic form to the Client's e-mail address.

6. Quality Guarantee

1. The Provider guarantees the quality of the assembly and installation work for a period of twenty-four (24) months from delivery of the completed installation of the Goods.
2. The warranty period for the Goods or their individual components shall be as set out in the warranty certificates provided to the Client and/or in the Provider's offer.

7. Compensation and Consequences of Breach of the Agreement

1. The Provider shall not be liable if the Goods cannot be installed, fixed or hung in the location specified by the Client (e.g. due to the Client's failure to carry out preparatory work, due to statics or unevenness or unsuitable wall material, etc.).

2. The Provider shall not be liable for defects in the assembly and installation of the Goods arising from the unsuitability of the Goods for the location in question if the Provider has notified the Client of this without undue delay and the Client nevertheless insists on the installation; in such a case, if the Client insists on the installation, the Provider shall be entitled to withdraw from the Agreement.
 3. The Provider shall not be liable for any damage resulting from the Client's breach or failure to fulfil its obligations in connection with the provision of the Services (e.g. failure to provide preparatory work and energy supplies, static or other expert opinions, project documentation, wiring, etc.) or from the Client's concealment of relevant facts.
 4. The Provider shall not be liable for any damage suffered by the Client or third parties as a result of the use of the Goods in breach of the law, the Agreement, the Terms and Conditions, other agreements between the parties, the Provider's recommendations, instructions for use and recommendations of suppliers of individual components of the Goods.
 5. If it is not possible to provide the Services in whole or in part as a result of circumstances on the part of the Client, the Provider shall be entitled to claim compensation from the Client for the damage suffered by the Provider as a result of such circumstances.
 6. In the event that the Client is entitled to compensation from the Provider in connection with the Agreement and the provision of the Services, for whatever legal reason, a limit of compensation of up to 100% of the total price of the Services provided is agreed. This limit of damages is agreed to apply to the aggregate of all the Client's claims for damages. For the avoidance of doubt, it is agreed that the above limitation of damages shall not apply in cases where such limitation of damages is excluded by law.
 7. In the event that the Client is in default of payment of the Fee, including the advance payment of the Fee referred to in Article 5 of these Terms and Conditions, the Client shall pay to the Provider a contractual penalty of 0.05% of the amount due for each day of default, without prejudice to the right to full compensation.
 8. In the event of downtime caused by the Client, the Provider shall be entitled to claim compensation in the amount of CZK 500 for each hour of downtime during assembly and installation of the Goods, without prejudice to the right to full compensation for damages.
 9. The contractual penalty shall be payable within fourteen (14) days of the date on which the other party is requested in writing to pay the contractual penalty. The written demand shall state the reasons for the breach of the obligation and the amount of the penalty.
 10. If the provision of the Services is not carried out for reasons solely attributable to the Client, or if the Client cancels the scope of the Services ordered from the Provider, and the Provider incurs costs as a result of the failure to provide the ordered Services or a change in their scope, the Client is obliged to pay the Provider all proven and documented damages or costs incurred by the Provider in connection with the provision of the ordered Services up to the moment of notification of their cancellation or change.
 11. If the provision of the Services is not carried out for reasons that are solely the fault of the Client, or if the Client cancels the scope of the Services ordered from the Provider less than four (4) weeks before the agreed date of provision of the Services, the Client is obliged to pay the Provider an amount equal to 100% of the agreed Fee.
- 8. Duration of the Agreement**
1. The Agreement between the parties is entered into for a period of time until the obligations of the parties under the Agreement have been fulfilled.
 2. The Agreement may be terminated before the end of the period by agreement of the parties or by withdrawal of one of the parties, if these Terms and Conditions, the Agreement or a generally binding legal regulation so provide.
 3. A party shall be entitled to withdraw from the Agreement if the other party has materially breached its obligations under the Agreement and, despite written notice to that effect, has failed to remedy such breach promptly after written notice.
 4. Withdrawal shall be effective as soon as it has been delivered to the other party in writing or

personally, with the legal effects set out in the Civil Code. The withdrawal must contain a description of the condition or behavior complained of.

5. The Client acknowledges that, due to the nature of the Services provided, it is not possible to withdraw from the Services already provided and that it is only possible to withdraw from the Agreement in respect of the part relating to the Services not yet provided.
6. In the event of termination of the Agreement on the basis of withdrawal, the parties undertake to take all measures to prevent damage to both parties. Withdrawal from the Agreement shall not affect the rights referred to in Section 2005 of the Civil Code, i.e. in particular the right to payment of contractual penalties, interest for delay, or the right to compensation for damages.
7. In the event of termination of the contractual relationship, the parties undertake to settle their mutual obligations and claims within one (1) month of the termination of the Agreement.

9. Force Majeure

1. A party shall not be liable for the total or partial non-performance of one of its obligations if the non-performance is due to circumstances constituting force majeure, if it cannot reasonably be assumed that the obliged party could have overcome the obstacle or its consequences, that it could have foreseen the occurrence of the aforementioned obstacle at the time of entering into its contractual obligation, if this fact occurred independently of the will of the party. For the purposes of these Terms and Conditions, force majeure shall be deemed to be any event independent of the will of the parties which prevents the fulfilment of the contractual obligations and which could not have been foreseen at the time of the conclusion of the Agreement.
2. Force majeure includes, but is not limited to, natural disasters, fires, explosions, severe storms, earthquakes, floods, war, embargoes, lockouts, strikes, epidemics and pandemics, government or European Union measures, the declaration of a state of emergency pursuant to Act No. 240/2000 Coll. on Crisis Management and on Amendments to Certain Acts, as

amended, or other events beyond the control of the parties.

3. If the event of force majeure lasts for more than 30 (thirty) days during the term of the Agreement, either party shall have the right to withdraw from the Agreement. Force majeure shall not include circumstances which have occurred at a time when the obliged party was already in default of its obligations, or circumstances arising from its economic circumstances.

10. Declarations of the Client

1. By entering into the Agreement, the Client declares that:
 - a. at the time of entering into the Agreement, no judicial, administrative or other proceedings, including enforcement proceedings, are pending or have been commenced against the Client which would or could have the effect of restricting the Client's ability to perform the Agreement;
 - b. no bankruptcy proceedings are pending against the Client's assets, or the bankruptcy petition has not been dismissed for lack of assets to cover the costs of the bankruptcy proceedings, or the bankruptcy has not been declared null and void for lack of assets, and that the Client's economic situation and the state of the Client's claims and liabilities do not entitle third parties to file a petition for the opening of bankruptcy proceedings or to file a petition for other similar proceedings;
 - c. by entering into the Agreement, the Client is not in breach of any obligation owed to a third party;
 - d. has not concealed from the Provider any material facts relating to the performance of the subject matter of the Agreement.
2. If there is a change in any of the facts referred to in paragraph 1 of this Article of the Terms and Conditions, the Client shall immediately inform the Provider of such change.

11. Information and Instructions to the Client

1. The Provider informs the Client that it processes personal data in accordance with 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, and repealing Directive 95/46/EC (General Data Protection Regulation) and other legislation.

2. The Client acknowledges that it is obliged to provide the Provider with complete and truthful personal data about itself and that it is obliged to inform the Provider immediately of any changes to its personal data during the contractual relationship.
3. The Client may contact the Provider's e-mail address vppv@vppvfans.cz with any complaints about the Provider's activities.

12. Other Arrangements

1. The Client is not entitled to unilaterally set off any of its claims arising from the Agreement against the Provider's claim. The Provider is entitled to unilaterally set off all its claims against the Client without limitation.
2. The Client shall not be entitled to assign any of its claims, liabilities, obligations and rights under the Agreement without the Provider's consent. The Provider shall be entitled to assign its claims, liabilities, obligations and rights under the Agreement without limitation.
3. The Client shall bear the risk of changed circumstances within the meaning of Section 1765(2) of the Civil Code.
4. This Agreement shall be binding on the successors and assigns of the parties.

13. Final Provisions

1. These Terms and Conditions and the legal relations governed by these Terms and Conditions shall be governed by the laws of the Czech Republic.
2. In the event of any disputes between the parties arising from or in connection with the Agreement, the parties undertake to settle such disputes amicably as a matter of priority. The Provider and the Client agree on the local

jurisdiction of the District Court in Prague 1 and the Municipal Court in Prague in accordance with Section 89a of Act No. 99/1963 Coll. on the Code of Civil Procedure, as amended.

3. If any provision of these Terms and Conditions is found to be invalid or unenforceable in whole or in part, that provision shall be deemed severable from the remaining provisions of these Terms and Conditions and such invalidity or unenforceability shall not affect the validity and enforceability of any other provisions of these Terms and Conditions. In such case, the Provider shall replace the invalid or unenforceable provision with another provision that comes as close as possible to the content of the original provision.
4. These Terms and Conditions are publicly available on the website operated by the Provider to enable them to be archived, reproduced, stored and repeatedly consulted by the Client.
5. These Terms and Conditions form an integral part of the Agreement. By entering into the Agreement in the manner contemplated by these Terms and Conditions (by accepting an offer / placing an order / entering into a written Agreement), the Client accepts without reservation all the provisions of these Terms and Conditions and confirms that he has read the contents of these Terms and Conditions, agrees to them and will be bound by them in the relevant contractual relationship. Where these Terms and Conditions refer to the Agreement, the provisions of these Terms and Conditions shall be construed as such unless otherwise stated. Any differing terms agreed in the Agreement shall prevail over the terms of these Terms and Conditions.
6. The Provider reserves the right to change these Terms and Conditions at any time as it sees fit. These Terms and Conditions will be effective from 01/01/2024.

For and on behalf of VPPV s.r.o.

Ing. Ondřej Šimeček, executive director

Ing. Jan Potužák, executive director