

## General Terms & Conditions Wheelabrator Czech s.r.o. for delivery of goods and services

These General Terms & Conditions (hereinafter referred to as „**Conditions**“) govern the rights and obligations between company **Wheelabrator Czech s.r.o.** based in Příbram I.,  
Za Balonkou 269, PSČ 261 01, ID No.: 498 22 977, VAT CZ 49822977, registered in  
Commercial Register, maintained at Municipal Court in Prague, Section C, insert 31794 (hereinafter referred to as “**The Customer**“) and the goods delivery or services Suppliers,  
provided to the Customer during goods delivery or services according order, sent by Customer to the relevant Supplier (hereinafter referred to as “**The Order**“). These Conditions shall be considered to as General Terms and Conditions within the meaning of provision § 273

Act No. 513/1991 laws, Commercial code, as amended. These Conditions govern the rights and obligations of parties to the contract (as defined below) in case, if for the mentioned performance not any other written contract between the Company Wheelabrator Czech s.r.o. and the Supplier, beside confirmed order, is entered. In case of discrepancies between the wording of Order and Conditions shall prevail over the provisions set out in the Order.

### 1. Definitions

1. “**The Supplier**“ means for the purposes hereof Conditions such entity (natural or legal person) that is listed as Supplier in the Order.
2. “**The Goods**“ means for the purposes hereof Conditions movable (movables), which is the subject of purchase and is further specified in the Order. Goods shall mean all movables, which have value and may be subject to the purchase contract between the Buyer and the Supplier.
3. “**The Service**“ means for the purposes hereof Conditions of any activity specified in the Customer Order, required by the Customer from the Supplier to perform and which is usually subject of contract for work or any other agreement.
4. “**The Order**“, or “**The Purchase Order**“, means for the purposes of hereof Conditions a draft contract, delivered by the Customer to the competent Contractor. The order must contain a specification of goods or services at least to the extent that the subject of performance is definite and clear, including the price for the performance or method of price determining; by goods particularly specification of quantity, sort, quality, delivery term, or other data, necessary for the specification; by services particularly description of activities, which shall be subject of the performance, term for service realisation, service quality, or other data, necessary for the specification; without these requirements can't be considered a document as an Order within the meaning of this Conditions.
5. “**The Contract**“ means for purposes of these Conditions (depending on contract subject) purchase contract, contract for work, or other contract in case of providing Services, entered between Customer and Supplier according Article 2. of these Conditions.

### 2. Conclusion of Contract

1. The Contract between the Supplier and the Customer is concluded on the base of these Conditions only in the case, when the Supplier delivers the Customer to the address in the Order specified. Order confirmation within three (3) working days from the day, when the Order received. If the Contractor shall deliver to the Customer Order acceptance until after expiry of that period, there will be the Contract closure only if the Customer within five (5) working days of receipt of delayed acknowledgment delayed confirmation of the Contractor agrees in writing, unless the parties do not agree otherwise in writing.

2. After exclusion of doubt will be determined, that if in the Order not otherwise mentioned, the contract will be concluded also in case, if the Contractor accepts the Order in the above mentioned period per fax or e-mail – see Appendix – List of competent persons. Any transactions made per fax must be signed by an authorised Person of the party and are considered to be writing will.
3. With exception according to par. 1 of this Article the Contract is concluded at the moment, when the Customer received Order acceptance. Content of the contract are Order and these Conditions. If there is a Contract not concluded under the above conditions the Customer is not bound by the Order.
4. Contractor Acceptance, that contains any objections, changes, comments to the Order or Conditions or which contains any other deviation from their text does not have effect of the Order confirmation as defined in par. 1 of this Article, but this is a new draft contract. To this new draft contract the customer has the right to accept or reject it; in case when the Customer accepts the new draft contract, the Contract is concluded on the day, when the Contractor will be notified in writing of acceptance of his new proposal.

### **3. Contract subject**

The Contract subject will be defined in the Order and it will be Contractor's obligation to deliver goods or provide services according agreed conditions and Customer obligation under the agreed conditions to pay the Contractor the agreed price of Goods.

### **4. General rights and obligations**

1. The contractor is entitled to apply for the fulfilment of the Contract of third parties only with the prior consent of the Customer, but for their performance he is responsible as for the performance provided by himself.
2. The Contractor is obliged to deliver the Customers Goods or provide him with a Service properly and timely. By Contract fulfilling the Contractor is committed exercise due proper professional care and responsibility and by instructions of the Customer. If Goods will be delivered in areas, used by the Customer, the Contractor is obliged to respect Customers intern regulations, with which he is obliged to meet.
3. The Contractor commits, that Goods will be at the time of handing over to the Customer in accordance with relevant valid and effective legal, technical, safety, sanitation and similar standards and regulations on environmental protection (hereinafter referred to as "Standards") and will be delivered in accordance with Customer instructions. The Likewise Service provided by the Contractor has to be in accordance with relevant standards and the Customer instructions.
4. The contractor is obliged to inform the Customer without delay about all circumstances, which he stated during Contract fulfilling or in connection with, and which may affect the proper performance by the Contractor. The contractor is also obliged to notify the customer of the unsuitability of instructions given him by the customer.
5. The customer will provide the Contractor on his request cooperation necessary for the proper and timely performance of the Contract.

### **5. Forwarding of Goods and Transfer Ownership, Service**

1. Unless in the Order specified for transfer and receipt of Goods the other person or other specified place of delivery and acceptance Contractor fulfils his obligation to deliver Goods by its forwarding to the Customer to his address. The transmission and receipt of Goods will be signed by both parties to the transfer protocol. Transfer protocol may also be the Contractor's delivery note signed by representatives of both parties.

2. The Contractor must deliver Goods to the Buyer complete and without defects (factual or legal), namely in deadline or deadlines (hereinafter referred to as "**Term (Deadline)**") specified in the Order. If the Term is not specified in the Order, the Contractor commits to deliver Goods to the Buyer without delay, no later than 10 days from the date of the contract. The Contractor is also obliged to provide the Client Services within the agreed Deadline or Deadlines. If the Term of Services is not specified in the Order, the Contractor is obliged to begin to provide Services or provide Service (depending on the nature of Service) according to the Contract without delay.
3. The Contractor is obliged to deliver the Customer upon delivery of Goods documentation (depending on the nature of Goods and as specified in the Contract):
  - Statement of origin of delivered Goods
  - Declaration of Conformity or CE Certificate  
any Certificates (e.g. GOST), if required in the Contract
  - Control protocols
  - Safety data sheets (MSDS)
  - Certificates
  - Declaration of compliance with conditions under which the package on the market is given under the Act No.477/2001Col.
  - Accompanying technical documentation
  - Drawing documentation
  - Operating manuals
  - Documents for project documentation
  - Necessary documentation for customs clearance, all in needed relevant
  - Language and form, or other documents, necessary for proper use of Goods in the Czech Republic or European Union. In the absence of such documents, the delivery is fulfilled properly and on time after their delivery.

If parts of the Goods supply according to the Contract are also related services, such as installation, commissioning, operator training, then the supply of Goods required are to be duly and timely fulfilled to provide such a supply of related services break down. Simultaneously the Contractor delivers the Customer list of recommended spare parts, if according to the Contract is requested.

4. The Goods must be always marked with Customers position number according to the Order otherwise the delivery of Goods deemed to be properly fulfilled.  
The Contractor has to deliver Goods in suitable packaging which assures that the Goods will be not damaged during transport by usual manipulation.
5. The Contractor must transmit the Goods to the Customer free of any liabilities, claims and rights of third persons.
6. The Customer is not obliged to accept the Goods, if it is not complete or if it has some other faults and also, if it does not meet the purpose, for which it was ordered and which was or should have known to the Contractor. In such case the Contractor is in delay with the Goods delivery as it if has not delivered on time. The Contractor commits to remove performance defects within a reasonable time determined by the customer, or he commits to deliver the Customer new Goods. The Customer has the right to choose.
7. If the place of performance is not the Customers location, the Contractor shall at the request of the Customer and at his account ensure transport of Goods from place of performance to the point, specified by the Customer. The price of thus secured transport must be by the Customer approved in writing before sending Goods.
8. Both parties sign the transfer protocol after delivery of Goods without defects. If the contractor does not deliver Goods at time or he does not remove Good defects within the time limit or does not exchange the Goods with new ones (according Customers request), the Customer is entitled to withdraw from the Contract.

9. The right of ownership shall pass to the Customer by transfer to the Customer, even in case, when goods are placed by Contractor to a third party for transport. Risk of damage to the goods passes to the Customer at the same time, in which it passes ownership of the Goods.

## 6. Liability for defects

1. The Contractor is liable for defects, which the Goods have during handover to The Customer. The Contractor is also responsible for defects arising on Goods during the Warranty period (as defined below). As far as the Contractor or manufacturer does not provide longer warranty, warranty for delivered Goods lasts 24 months (also "**Warranty period**"). Warranty period begins on following day after the right of ownership to the Goods passes, and in the case if Goods have to be commissioned, the day after its commissioning. The same Warranty applies on provided Services, if, with regard to the nature of the Service, application of warranty is applicable and unless agreed otherwise in the Contract. Other Regulations, mentioned in Article 6. apply adequately also on Services, insofar as their nature admits.
2. The Contractor commits, that the whole Warranty period the Goods will have properties agreed in the Contract and properties requested by Standards or properties usual with the purpose of use.
3. With Defective Goods the Contractor shall promptly remove, at the latest within 10 working days from the application by the Customer. All costs associated with the removal of defects are borne by the Contractor. If they do not succeed to remove the defects in the given period, the Customer is entitled to exercise his statutory rights, namely he has the right to withdraw from the Contract and furthermore he is also entitled to ensure defect removal through a third party, at the expense of the Contractor, and in such case the Warranty will continue as if the repair would be ensured by the Contractor.
4. The Contractor is not liable for defects caused by normal wear and tear, improper use and handling of the Goods or use of Goods for purposes other than those intended.
5. If a dispute arises about the legitimacy of a claim, the Customer ensures the opinion of a judge advocate, which states whether it is a warranty defect or not. If the expert evidence states, that it is a warranty defect pay the costs of preparing an expert opinion by the Contractor, otherwise these costs are born by the Customer. The expert opinion is binding on both parties and they agree to the conclusions of the expert opinion to proceed. The dispute about legitimacy of the claim does not relieve the Contractor and they must remedy the defect with that, if expert opinion states it is not a defect in the warranty, The Contractor will be paid by costs reasonably incurred to remove defects that are in the place and time usual.

## 7. Inspection and testing

1. By mutual agreement, the Customer has the right to check the goods or services, but the Customer has to notice the term of control by e-mail or fax one working day in advance.
2. The Contractor shall inform the Customer no later than 3 working days advance.  
Notice of the tests which the Customer has the right to participate under the Contract.
3. For tests it is crucial general practice of the industry branch.
4. The Customer has the right to test the quality of the supplied Goods. If the test proves that the Goods do not meet the Order, the Contractor shall compensate the Customer the costs of this test.
5. If the test shows, that the Goods do not meet the criteria listed in the order, the Contractor shall immediately remove the deficiencies at his own expense. At the request of the customer the test must be repeated.
6. Costs of agreed and repeated tests shall be born every time by the Contractor, including the costs of the trial operation.

## 8. Price and payment terms

1. For proper and timely delivery of the Goods the Customer shall pay the Contractor the price specified in the Order. If the Contractor is a VAT payer, the price will be plus VAT, pursuant to applicable law, unless the VAT is included in the Order. The price stated in the order is firm and final at it includes all costs associated with the Contractor obligations under the Contract.
2. The Customer agrees to pay the price by bank transfer to the Contractors account, namely on the base of payment document issued by Contractor and delivered to the Customer (hereinafter referred to as "**The Invoice**"). The Supplier is entitled to issue an invoice up to and after proper handover of Goods (It can be also delivered simultaneously with Goods delivery) and is obliged to issue (the invoice) (by VAT payer) at the date of taxable supply, namely the date of the completion certificate to the Goods, signed by both parties. If there are delivered to the Customer Services, date of the transaction will be determined in accordance with applicable legislation. From the Contractor issued invoice must be factually correct.
3. The origin invoice must be sent to the Customers finance department and must include requirements under applicable laws (for VAT payer VAT invoice requirements and for non-payer of VAT accounting requirements adequately document) and Customers Order number (Purchase Order or P.O.). Unless otherwise specified in the Order or written Contract, invoice due date is 60 days from date it's delivery to the Customer. If the invoice does not contain required particulars, or if incomplete or incorrect, the Customer is entitled to return it (invoice or copy) to the Contractor by the due date for correction or completion. From the date of delivery of a new or corrected invoice, runs from the beginning of a new, above mentioned, period of maturity.
4. Price payment for purposes of the Contract means the date when amount of money is debited from the Customer's account.

## 9. Penalty Clauses

1. If any of the parties comes in delay with any payment under the Contract, the other party is entitled to claim interest on the late payment under applicable laws.
2. If the Contractor delays in meeting the due dates of proper Goods delivery or Service the penalty to the Customer. In the event that this delay will cause damages for the customer, the Customer is entitled to claim in addition to the penalty, compensation for damages.
3. In case of breach of confidentiality, exclusivity and confidentiality of information according Art. 9 of Terms, the Contracting Party which has not breached this duty shall be entitled to require the Contracting Party to breach this obligation, a contractual penalty in the amount of 500.000,- CZK (five hundred thousand Czech crowns) for each of the Cases breach of that duty. Payment of such penalty shall not relieve a Party the obligation to pay damages in full.

Any penalty under the Contract is payable within fifteen days of receipt of legitimately issued contractual penalty bill by the other party. The right of any party for damage compensation is with payment of contractual penalty for any handling, subject to penalties under these Terms and Conditions apply, are not affected.

## 10. Secrecy and Exclusivity Reservation

1. The parties undertake to maintain confidentiality of the facts relating to the other party, subject and fulfilment of the Contract and other facts which in connection with the Contract fulfilment they becomes aware and which are not publicly known or available. This commitment extends to other facts which the other party expressly designated confidential. Hereinafter referred to as "**Confidential Information**".

2. Each party undertakes to ensure to prevent leakage of Confidential Information and undertakes to protect the secrecy of the Confidential Information in the same way that protects its trade secrets, but always at least in such a manner, that is customary in the trade. Each party agrees to use Confidential Information solely for the purposes of the contract.
3. Each party is entitled to disclose Confidential Information to its legal, tax and accounting Advisors (hereinafter referred to as "**Advisor**") to the extent necessary also to third party through which fulfil the Contract, according to Article 4 Paragraph 1 Terms. Should the Consultant or third party breach duty of confidentiality is responsible for this violation party, who Confidential Information disclosed to them. **Customer** is entitled to disclose Confidential Information to related parties, as defined in § 66a of the Commercial Code. In any case transmission of Confidential Information to a third party each party shall ensure that the obligation of confidentiality to such third party cover at least the same extent which results from the Terms and Conditions.
4. The parties undertake to preserve the confidentiality obligation under this Article Terms throughout the Contract efficiency and after its completion, up until the Confidential Information becomes publicly known and accessible to other but not by break of the Terms of this Article.
5. Drawings the contractor received in connection with the performance of the contract, the Contractor agrees to properly secure against getting to unauthorised persons. The Contractor further agrees not to disclose to third parties any information that could harm competition in the business or otherwise discriminate the Customer. In the event of breach of the obligations contained in this paragraph 5 the Contractor shall pay the Customer a contractual penalty of 500.000,-CZK for any breach of these obligations.
6. Goods that are intellectual property of the Customer and have been made by the Contractor, the Contractor agrees not to deliver to other customers without written consent of the Customer. This obligation also applies to other Goods which use the Customer intellectual property, and to the production and distribution by a third party Contractor would be required to obtain a license from the Customer. If the Contractor breaches duty, mentioned in this paragraph 6, the Contractor shall pay the Customer a contractual penalty of 500.000,-CZK for any breach of these obligations.
7. In case if the Contractor according to the Order produces or acquires for the Customer tools, preparations or models whose price is included in the price of Goods or Services, passes to the Customer ownership of these tools, preparations or models from the time of purchase or manufacture.  
In the event, that the Customer will provide the Contractor tools, preparations or models as lease exclusively for manufacture of Goods or provide of Services for Customer, the Contractor is obliged to store such tools, preparations and models properly and insure them against loss and damage, respectively have liability insurance that will cover any damage due to damage or loss incurred to the Customer. In addition the Contractor is obliged these tools, preparations or models return back to the Customer on demand without undue delay, especially in case of production problems.

## 11. License

1. The Contractor is responsible for legal and in such a way, that Goods could be used by Customer or a third party without further restriction or payment (especially without having to obtain consent/'s using the Goods by Customer or by third parties and in
2. Particular without no further payments for licenses or authorizations from third parties, associated with the Goods). For avoidance of doubt provides, that fees for licenses and settlement are in the price paid to the Contractor for Goods and Services included and the price is final. Contractor is responsible that the Customer will be entitled to use the work to all purposes resulting of the Contract purpose, without violation of rights of third parties.
3. If any part of the Goods copyrighted work, and unless the Order something else, and if the supplier of the author or the person authorized to exercise property rights, the Supplier provides the Customer a non-



exclusive license (unless otherwise agreed by the parties to the Treaty on the license will be exclusive) to use the work in all the ways known in the time of the conclusion of the Treaty, time, locally and quantified indefinite, with the right to grant the License to the Customer wholly or in part to a third party. In the event that the Supplier under the Contract will produce goods which will be copyrighted work, will this custom production subject to the relevant provisions of the Copyright Act, with the contractor, unless the parties agree otherwise, you will not be entitled to grant a license to use such work to third persons. Contractor shall also provide and obtain the appropriate consent of the authors to the Client the right to process and modify the product of such work, connecting them with other work or assign it to another collection of works, to the extent necessary for the purpose for which Goods were procured. Reward for obtaining such consents is also included in the total price of the work specified in the preceding paragraph.

## **12. Force Majeure**

1. When one of the parties prevents the fulfilment of obligations force majeure, the party is not in default but only to the extent and time, for the impossibility of performance which is undoubtedly due to force majeure.
2. Force majeure shall mean those events (obstacles) that occurred after the commitment independently of the will of the relevant party, have an extraordinary nature, are unavoidable, unpredictable and insurmountable and objective prevent the fulfilment of obligations under the Contract (e.g. state of war, civil unrest, fire, floods, explosion, terrorist attack etc.). Fulfillment of the obligations shall not be deemed impossible, if it can be done under difficult conditions, with higher costs or after the agreed time.
3. If force majeure event occurs, the affected party shall promptly notify the other party about nature, beginning and end of force majeure event.
4. Responsibility of the liable party is not excluded and performance deadline not extended if force majeure implementation occurred when the liable party was already in default with fulfilment of its obligations under the Contract, or if the liable party failed to fulfil its obligation to promptly notify the other party according paragraph 3 of this article of Terms.  
If the duration of circumstances of force majeure exceeds 5 days, the party, to which fulfilment tainted by the implementation of force majeure shall be provided, is entitled to withdraw from the Contract.

## **13. Settlement of Disputes**

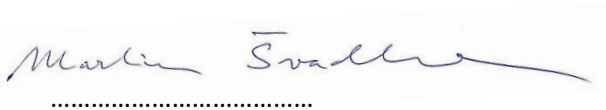
Any disputes arising from the Contract or in connection therewith (with exclusion of courts of general jurisdiction) will be finally decided by the Arbitration Court at the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic ("Arbitration Court"). The arbitration shall be conducted under the Rules and Regulations of the Arbitration Court and by three arbitrators, appointed under the Rules of the Arbitration Court. The place of meeting will be in Prague and the language Czech. The Parties undertake to fulfil all obligations imposed on them in the arbitration award within the time specified. Either party may request the Arbitral Tribunal to decide the case after 30 days from the date on which either party notifies the other that a dispute exists, as far as within the said period the parties will not solve the dispute amicably.

#### 14. Final Provisions

1. Conditions are given in Czech, English and German, in the case of differences the Czech text shall prevail. The Order (Purchase Order) can be drawn either in Czech, English or German.
2. For the avoidance of doubt is given, that these Conditions respectively Contract do not replace a contract for processing of personal data under the relevant legislation and the Contractor shall not be based on these Terms, respectively Contract, to dispose of any personal data originating from the Customer.
3. The Contract is governed by the laws of the Czech Republic, excluding choice of conflict rules. Unless otherwise specified in the Order, applies adjustment contained in the Commercial Code.
4. The Contract may be changed only by mutual agreement of the parties in a way in which it was closed, especially accepting a New Order, explicitly changing the original Order.

Date: 20.12.2018

Date:



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Martin Švadlenka

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Vendor's Signature and Stamp

Vice President of European Supply Chain