

General business and delivery terms DPM Solutions s.r.o.,

regulating business relations between: DPM Solutions s.r.o. (VAT: CZ06154204) as Seller and it's customers and business partners as Buyers.

1. BUSINESS CASE – QUOTATION, OFFER, ORDER, PURCHASE CONTRACT.

- 1.1. All business cases will be processed solely on the basis of these General business terms and conditions. Thus, the use of the Buyer's terms is excluded (unless the Seller definitely accepts the Buyer's terms).
- 1.2. These General business terms and conditions are considered as accepted at the moment of order of the goods according to the quotation or at the moment of the purchase contract accepting/signing. The Seller's quotes are processed according these General business terms and conditions.
- 1.3. Changes or amendments to the purchase contract have to be done in writing.
- 1.4. Prices/quotations are valid for 30 days, unless stated otherwise. The offer may change during the validity period also due to facts that were not known to the Seller at the time of the offer.
- 1.5. By signing the purchase contract or order confirming a binding, the business case is considered as valid/closed and binding for the Buyer and the Seller as well. Documents for business cases – Quotations, Offers, Orders, Purchase contracts will be made in paper form. The Seller accepts also sending these documents electronically.
- 1.6. If the Buyer will not fulfill any of his contractual or legal obligations, the Seller may insist on such fulfillment or may cancel the business case. In both cases, the Seller has the right to compensate damages that he incurred due to the Buyer's failure to fulfill his obligations.
- 1.7. Unless stated otherwise, all quotation prices are quoted by following conditions: EXW (Seller) under INCOTERMS 2010 without VAT and include standard packaging.
- 1.8. The non-standard packaging must be delivered by the Buyer or can be charged by the Seller.
- 1.9. The Buyer shall not export and resell the purchased goods (through third parties also) to other countries than the Buyer's country without agreement with the Seller. The Buyer must pay the Seller for any damage caused by breach of this condition.

2. RISK TRANSFER

- 2.1. All risks are transferred to the Buyer according to the selected INCOTERMS 2010 condition.

3. DELIVERY.

- 3.1 Partial deliveries are allowed, unless agreed otherwise.
- 3.2 The delivery time is always specified in the confirmed Order or Purchase contract and relates to the time the goods are picked up by the courier (according to the INCOTERMS 2010). Seller can not affect the time of delivery of the goods after handing over the goods to the carrier.
- 3.3 The Seller is obliged to confirm the readiness of the goods to be shipped or transferred to the Seller.
- 3.4 If there is a delay with delivery for more than one month caused by the Seller, the Buyer is allowed to withdraw from the contract.
- 3.5 If the Seller cannot fulfill the purchase contract conditions, the Buyer is allowed to withdraw from the Contract.

4. RESERVATION OF OWNERSHIP.

- 4.1. Seller reserves the right of ownership of the delivered goods until all conditions of the Contract are fulfilled by the Buyer.

5. EXCEPTIONAL CIRCUMSTANCES.

- 5.1. If events occur that cannot be foreseen at the time of signing the Purchase Contract and that cause the Seller an obstacle in fulfilling its contractual obligations - Force Majeure, the Seller is entitled to postpone the period of performance for the period for which this obstacle lasted.
- 5.2. The Buyer may request the Seller to give a standpoint on whether to withdraw from the Purchase Agreement or to perform within postponed delivery time. If the Seller does not give an immediate standpoint, the Buyer has the right to withdraw from the contract. Partial deliveries which have been already performed cannot be rejected by the Buyer.

6. PAYMENT TERMS.

- 6.1. After the delivery of the goods, the Seller is obliged to issue an invoice with all the requisites according to the law. The invoice shall be handed over to the buyer with the goods or sent electronically, unless the parties agree otherwise.
- 6.2. The Buyer is not entitled to return the invoice due to defects in the content or form, but is obliged to immediately inform the Seller as soon as he finds a mistake.
- 6.3. Invoices must be paid by the due date.
- 6.4. Mutual compensation is allowed only after written approval of both contracting parties.
- 6.5. The Seller has the right to cancel existing sales contracts due to non-payment after prior notification and reasonable additional period for payment. If the Seller withdraws from the Purchase Agreement for this reason, the Buyer is obliged to compensate the Seller all related costs.
- 6.6. If payments are not made in due time, the Seller may require payment of default interest.
- 6.7. The payment shall be deemed to have been paid at the moment it was credited to the Seller's account, unless otherwise agreed.

7. HANDLING OF GOODS.

- 7.1. Goods, especially vacuum products, must be transported only in packaging prescribed by the Seller. Right position marked on the transport packaging (vertical, upper part, caution glass parts, fragile) must be kept. Only with this position the inner packaging system is effective and fulfill its protecting function. In vehicles packaging containing vacuum products must be properly fastened to avoid damage caused by falling or moving. It is not permitted to place anything on packaging with vacuum goods inside. Vibrations should be avoided when handling the packaging containing the vacuum goods.
- 7.2. Vacuum products must be carefully inspected for possible damage during transport immediately after the delivery.
- 7.3. Vacuum products must be stored and mounted in the right position. If it is necessary to change this position, the products must be carefully protected against shocks and vibrations.
- 7.4. Vacuum products must not be exposed to temperature shocks during transport and handling. Manufacturers do not recommend transport of vacuum products at temperatures below - 20 ° C.

8. ACCEPTANCE - ACCEPTANCE OF VACUUM PRODUCTS FROM THE CARRIER.

8.1. Despite the fact that all shipments are transported in special packages, it is not possible always avoid damage of the vacuum product during transportation.
Therefore it is necessary to test the vacuum products after acceptance.
Visual inspection in the presence of the carrier has to be done - note about damaged package has to be made in the transport documents.

8.2. Vacuum product acceptance instructions:

- a) The Buyer must take photos of the shipment in the presence of the carrier.
- b) While packaging is visibly damaged or Shock Indicator / Position Indicator is activated, the Buyer has make a note in the shipping documents delivered in the presence of the carrier.
The Buyer must ensure that a note will be made even if the shipment is not supplied Shock Indicator / Position Indicator.
In the case of visible packaging damage delivered goods must be checked by taking out from the transport packaging and the condition shall also be recorded in the transport documents in the presence of the carrier.
- c) Visual control comprise a general visual inspection of the product and its packaging, focusing on partially cracked or broken glass or ceramic parts and detecting loose parts inside the product or loose outer parts of the goods.
Detected damage is recorded in the transport documents. Photo documentation of the damage is also taken.

9. INSPECTION OF DELIVERED GOODS BY THE BUYER AFTER ACCEPTANCE OF THE GOODS FROM THE CARRIER.

- 9.1. Checking the integrity of the filament: with a low-voltage ohmmeter according to the enclosed TEST REPORT.
- 9.2. Shorts circuit check: Is performed by an insulation meter (megmet); GRID - ANODE; CATHODE - GRID, according to enclosed TEST REPORT.
- 9.3. Vacuum check with high voltage tester. It is performed only with tubes with a glass bulb.
- 9.4. The measured values have to be noted in the enclosed TEST REPORT which has to be scanned and sent to the Seller. The Buyer has 2 business days to send this TEST REPORT to the Seller. Otherwise it is not possible to claim the goods.
- 9.5. All other products and goods must be inspected according to the usual procedure for the related product type. In case of doubt the Buyer must contact the Seller. In case when defects are found, the Buyer has to proceed in the same way as in the case of a complaint/claim (see point 12 - WARRANTY TERMS, COMPLAINTS, CLAIMS)

10. STORAGE.

- 10.1. Vacuum products must be stored in the original packaging in order to avoid possible damage/ darkening of the surface due to aggressive environment and moisture. Vacuum products must be stored in the position specified on the packaging.
- 10.2. Storage room temperature must be between 10 ° C and 40 ° C without rapid temperature fluctuations. The room must be dust-free and dry.

11. USE OF VACUUM PRODUCTS.

- 11.1. The operating conditions specified by the equipment manufacturer and the operating conditions specified by the manufacturer of the vacuum products must be kept during operation of the vacuum device. Power supply fluctuations must be within $\pm 5\%$. Values marked as restrictive must not be exceeded in any way.
- 11.2. Preliminary testing: each vacuum product must be tested in the same way as described in **point 9. INSPECTION OF DELIVERED GOODS BY THE BUYER AFTER ACCEPTANCE OF THE GOODS FROM THE CARRIER.**
- 11.3. Vacuum Tubes - The following procedure is recommended before first operating cycle or after longer storage:
 - a) HV test with a high-voltage direct current source according to the manufacturer's instructions.
 - b) Preheating for at least 30 minutes (longer time is also appropriate).

- c) If the device is switched off it is necessary to ensure cooling of the vacuum tube for at least 5 minutes.

12. WARRANTY TERMS, COMPLAINTS.

- 12.1. The supplied goods are covered by the warranty specified in the purchase contract or in the Seller's offer/quote.
- 12.2. Complaints regarding quantity or regarding visible defects of the goods may be applied no later than two business days from date of delivery.
- 12.3. During the warranty period the Seller is obliged to guarantee the perfect functioning of the delivered goods. In case of a defect appearance during warranty period, the Seller has to replace the goods with the same type if the claim is approved by the technical inspection of the Seller or the manufacturer. The Buyer pays for the burned-out hours (the number of operating hours from the installation date of the goods to the equipment until the defect is discovered, this applies only if the goods operated more than 10% of the guaranteed hours.)
- 12.4. The warranty period begins on the date of sale and ends after the warranty hours have burned out or the warranty period has elapsed, whichever comes first (unless otherwise agreed).
- 12.5. If a defect of the goods appears complaint report must be filed in: Accompanying Document /Complaint Protocol, must be filled in immediately and must contain the following information:
- Result of the acceptance/entry test.
 - Number of operated hours.
 - Type of equipment where the goods have been installed.
 - A description of the operating conditions under which the fault occurred.
 - Or other circumstances leading to a claim for goods.
- 12.6. Complaint Report must be sent to the Seller within two business days after the defect appearance with the accompanying documentation of the goods.
- 12.7. Unless agreed otherwise the Buyer shall send the claimed goods without delay to the Seller in its original packaging for technical expertise at his own expense.
- 12.8. The price for the operated hours of the claimed product is calculated according to the following formula:

C_{OH} = price of operated hours
 C_V = price of the goods
 N_O = operated hours qty
 N_Z = warranty hours qty

$$C_{OH} = C_V \cdot \frac{N_O}{N_Z}$$

- 12.9. Warranty Limitations - The Seller is not responsible for defects in the following cases:
- If the product has been damaged during transport.
 - If the goods have not been operated under conditions corresponding to the technical data of the manufacturer of the equipment and under conditions corresponding to the technical data of the manufacturer of the vacuum product indicated on the product datasheet.
 - If the Buyer can not provide the Seller with a properly completed/filled in Complaint Protocol.
 - If the goods have been stored not according to the point **10 - STORAGE**.
 - If the goods were damaged due to improper handling or by exceeding the maximum permitted electrical values.
 - If the buyer does not allow the Seller's representative to check the operation and storage of the claimed goods.

12.10 As part of the technical inspection necessary to handle the complaint of goods, the Buyer gives the Seller / manufacturer permission to irreversibly disassemble the goods for the purpose of technical expertise. Goods claimed and disassembled by the Seller / manufacturer will be returned to the Buyer only at his explicit request and at his own expense. The goods covered by the complaint and found to be free from defects will be returned to the Buyer - rejection of the complaint. Goods in case of approved claim can be ecologically liquidated after two months from the notification of the technical inspection result to the buyer.

13. FINAL PROVISIONS.

- 13.1. The place of fulfilment of all obligations arising from the purchase contract is Kloboučnická 1735/26, 140 00 Prague 4, Czech Republic.
- 13.2. For all disputes arising from the purchase contract, an action must be brought before the court, which is competent according to the registered office of the seller.
The Seller is also entitled to bring an action in the court which is competent according to the seat of the Buyer.
Unless otherwise specified in the purchase contract, any dispute shall be settled by the Arbitration Court attached to the Economic Chamber of the Czech Republic, with its registered office in Prague.
- 13.3. The The legal ineffectiveness of individual points of the purchase contract does not relieve the parties from obligations and rights from the whole contract.
Any invalidity of any provision of these General Terms and Conditions of Delivery and Delivery shall not affect the validity of the other provisions.
- 13.4. The Buyer's rights under the Purchase Contract are not transferable without the Seller's prior written consent.
- 13.5. The provisions of the Commercial Code unchanged by these General Commercial and Delivery Terms remain unaffected.
- 13.6. Unless otherwise specified in the Purchase Contract Czech law shall apply to the contractual relationship.
- 13.7. These General business and delivery terms DPM Solutions s.r.o., are effective from 1 January 2020.