

General Trade Conditions

Of the company SETRES, s.r.o.

With its registered office in Brno, Dvořákova 588/13, zip code 602 00, registered in the Commercial register maintained by the Regional court in Brno, file C 21370 (Hereinafter also referred to as the "GTC")

1. Preamble

- 1.1 **Subject matter.** These GTC of the company SETRES, s.r.o., with its registered office in Brno, Dvořákova 588/13, 602 00, registered in the Commercial Register maintained by the Regional Court in Brno, file C 21370 (hereinafter also referred to as "SETRES"), regulate the mutual rights and obligations of SETRES and the contractual and business partners (hereinafter referred to as the "Client") resulting from legal relationships arising from contract for work based on which the company SETRES commits to perform work for the Client and the Client pledges to pay SETRES the agreed price for the performed work. For the purposes of these GTCs, Work means any work and activities consisting mainly of loading and unloading of material, assembly and set up of stages and podiums, in the auxiliary works during the installation of light, sound and visual arts technology (hereinafter referred to as "Work").
- 1.2 **Validity.** These GTC shall apply in full extent unless SETRES and its Client (hereinafter referred to as "the Parties") agree in a written contract for work on certain different conditions. Different written agreements of the Contracting parties shall take precedence over the provisions of these GTC.
- 1.3 **Use of other Trade Conditions.** The use of the General Terms and Conditions of the Client is hereby excluded unless the company SETRES expressly accepts such terms in writing; even in case when the General terms and conditions of the Client were not in conflict with the GTC of SETRES. The acts of the company SETRES and the performance of contracts for work by the company SETRES do not apply as the consent with the application of the terms and conditions different from these GTC of the company SETRES.

2. Contract for Work

- 2.1 **Conclusion of the contract.** Based on the Client's non-binding demand, the company SETRES will send the Client a written offer to conclude a contract for work. Part of the offer of SETRES will be, in particular, the anticipated scope of the Work, as well as other, in the time of the offer, anticipated, works, supplies or activities necessary to perform the Work. The Client is obligated to send the non-binding demand to SETRES via an e-mail message (e-mail address: info@setres.cz, tomas@setres.cz, jakub@setres.cz). Notification in a form other than that specified in the previous sentence is not considered a demand. If the SETRES offer is identified by an identification number, the Parties are obligated to state it on all commercial documents relating to the legal relationship arising from the contract for work, in particular on tax documents. The Contract for Work is concluded with the Client's written confirmation of the offer by SETRES (as a written confirmation of the offer within the meaning of these GTC is also considered a confirmation by e-mail) under the conditions stipulated by these GTC. The offer must be accepted by the Client within 3 days of its delivery at the latest, whereas the offer expires in vain upon expiry of this period. The Client's response with any, even slight, variation is considered a new offer by the Client to conclude the Contract for work.
- 2.2 **Requirements of the demand.** In particular, the demand of the Client will include the following:
 - the name and address of the Client;
 - the name and address of SETRES;
 - a description of the specification of the required scope of Work;
 - the place of performance of the Work;
 - the dates of performance of the Work (in particular the date of commencement of the Work);
 - any other instructions required for the proper performance of the Work;
- 2.3 **Incomplete demand.** If the Client does not provide SETRES with the correct or complete information about the Work, or about all other facts necessary for the performance of the Work, he shall compensate in full the damage that SETRES incurs due to such incomplete demand.

3. Price for Work

- 3.1 **Price for Work.** If the company SETRES does not make a separate price quotation to the Client and / or unless a separate written Contract for Work is concluded, then all performance provided to the Client by the company SETRES shall be billed to the Client upon their performance based on a list of works performed as part of the Work compiled by SETRES, according to the current price list of SETRES, which was sent to the Client together with the offer according to Article 2.1. of these GTC (hereinafter also referred to as the "Price List").
- 3.2 **List of work performed.** The company SETRES shall compile the list of performed work and send it to the Client within 14 days of the execution of the work. The company SETRES will within the same period issue and send the Client the billing for the price of the Work with tax document (invoice). If the Client does not express his / her disagreement with the list of performed works at the latest within two days of its delivery, or if he / she confirms it with his / her signature, it is considered that he / she agrees in full with the list of performed works. The moment of delivery in case of sending it in electronic form, meaning by e-mail, means the moment of sending of an e-mail containing the list of performed works by SETRES to the Client.
- 3.3 **Change of the price of Work.** If the company SETRES finds deviations from the original intention of the Client arising from the demand or from the original demand for Work confirmed by the Client, the Client undertakes to pay the company SETRES all additional costs incurred as well as all additional work according to the Price List, which were necessary to perform in order to execute the Work. The contractual parties have explicitly agreed that any additional costs or extra work, the total value of which, or the price does not exceed 10% of the price of the Work under the Contract for Work, is not subject to the prior approval of the Client and the Client undertakes to pay such additional costs according to the invoice of the company SETRES.
- 3.4 **Advance payment.** In connection with the scope and complexity of the Work, the company SETRES is entitled to make the execution of the Work conditional on the advance payment on the price for the Work by the Client. SETRES is entitled to set off the deposit unilaterally against any of its other receivables from the Client and / or to use it as compensation for any damages or non-material damage suffered. In the event of non-payment of the deposit within the specified period, SETRES is entitled not to begin the performance of Work or to interrupt Work already being performed and to withdraw from the partial Contract for Work in writing. In such a case, the company SETRES is not in delay with performance of the Work and is in no way liable for any damages incurred by the Client.
- 3.5 **Billing.** The Client shall pay the price for the Work on the basis of a tax document (invoice), which the company SETRES will issue within 14 days from the execution of the Work, with a maturity of 7 days from the date of issue. An integral part of the tax document (invoice) will be the list of performed work. If the Client confirms the offer of the company SETRES with a certain volume of services, and if the amount of services according to the Client's request is implemented by SETRES to a lesser extent than stated in the offer, at least 75% of the price of services according to the SETRES offer will always be charged. The day of the taxable supply within the Work is the day of its execution. The Client expressly agrees to receive tax documents (invoices) in electronic form. The company SETRES and the Client may agree on continuous invoicing of the price of Work based on works already provided.
- 3.6 **Costs of early termination of the Contract for Work.** In the event of withdrawal from the Contract for Work by SETRES or termination of its obligation to perform the Work or in case when the company SETRES is entitled to interrupt the performance of the Work, SETRES shall have the right to charge the Client all costs, labor, materials, services, fees, idle time etc. already incurred or paid, or rather incurred and the Client is obligated to pay SETRES on the basis of their billing by SETRES. In case of breach of obligations by the

Client resulting in withdrawal from the Contract for Work by the company SETRES before the Work is finished, the Client is obligated to pay the company SETRES a contractual penalty in an amount corresponding to 70% of the price for the remaining works on the Work, which were not performed due to the withdrawal from the contract. This provision is without prejudice to the right of the company SETRES for compensation of damages in full extent.

- 3.7 **Delay of the Client.** In the event of the Client's delay with the payment of any of its due obligations to SETRES in connection with the performance of the Work, the Client is obligated to pay to SETRES interest on late payment in the amount of 0.05% of the outstanding amount for each day of delay. If the Client is in delay with payment of any of its due obligations and these obligations are not paid by the Client even upon a written call by the company SETRES, the company SETRES is entitled to withdraw from the Contract for Work.

4. Execution of the Work

- 4.1 **Obligations of SETRES.** The company SETRES will perform the Work in its own name and on its own responsibility. SETRES shall execute the Work through its own employees, or rather with people in a similar position, and is also authorized to delegate the execution of the Work or part thereof to another person (subcontractor). The company SETRES proceeds with professional care in the performance of the Work and undertakes to comply with generally applicable legal regulations and the terms and conditions of these GTC. The work is deemed to have been completed at the time of completion or the implementation of the last activity forming part of the agreed scope of the Work.
 - 4.2 **Access to the place of Work performance.** The Client is obligated at his own costs and in accord as required by SETRES to provide access to the Work place. Otherwise, SETRES is not responsible for the timely and proper performance of the Work.
 - 4.3 **Occupational health and safety and fire protection.** The Client is obligated to provide, at his own expense, appropriate training in the field of occupational health and safety regulations (hereinafter referred to as "OSH") and fire protection (hereinafter referred to as "FP"), of all persons at the place of performance of the Work. The Client is responsible for complying with the applicable rules of all parties located at the place of performance of the Work. In particular, the Client is obliged, but not exclusively, to:
 - ensure the necessary supervision of SETRES personnel;
 - ensure compliance with OSH and FP regulations;
 - provide SETRES with all necessary cooperation to ensure compliance with OSH and FP regulations;
 - instruct SETRES, prior to the commencement of the Work, the managing employee of SETRES, on the principles of safe behavior (presence of persons, movement of persons, work, etc.) in the workplace with instruction on possible places, resp. sources of danger, risks, their evaluation and measures taken to eliminate them;
 - instruct SETRES, prior to the commencement of the Work, the managing employee of SETRES, on the organization and method of securing the FP in the workplace, especially with fire hazard points, with the fire regulations (if processed), with the location and content of the fire alarm directives and the manner of announcing the fire alarm, with the fire evacuation plan and deployment and using portable fire extinguishers and hydrants;
 - coordinate the adoption of measures for OSH and FP, give suggestions and, upon request, SETRES recommend technical solutions or measures to ensure occupational safety and health and safety at work for the setting of work or technological procedures and planning of safe execution of works.
 - 4.4 **Other obligations of the Client.** The Client is also obligated to ensure in full extent the sufficient drinking regime of all employees of the company SETRES who perform the Work under the Contract of Work, i.e. to provide them with a sufficient amount of drinking water at the place of performance of the Work, until the completion of the Work. The Client is also obligated to provide lockable premises (e.g. a locker, dressing room, etc.) with sufficient capacity to store all necessary equipment and personal items of all workers who carry out the Work under the Contract of Work, as well as parking spaces with sufficient capacity, in the immediate vicinity of the place of Work.
 - 4.5 **Technology for performance of the Works.** Technology needed to perform Work, incl. the relevant energy connections (e.g. electricity) must be fully procured and secured by the Client at his own expense. In the event of the Client's delay in taking the necessary measures to procure the technology necessary to execute the Work, the company SETRES shall not be in default with the execution of the Work. The Client is also responsible for ensuring that the technologies that will be handed over to SETRES for execution of the Work comply with legal and other regulations on occupational health and safety and fire protection.
 - 4.6 **Interruption of works, unsuitable technologies and instruction of the Client.** The company SETRES will notify the Client without undue delay of the unsuitable nature of the technology that the Client has provided him to perform the Work. If inappropriate technology interferes with the proper performance of the Work, SETRES will, to the extent necessary, interrupt the works until the Client changes the technology. If the Client insists on the execution of the Work using the unsuitable provided technology, SETRES has the right to require the Client to do so in writing. The company SETRES is also entitled to interrupt performance of the Work in case, during the performance of the Work, the Client falls into delay with payment of any part of the price of Work or any other receivables of the company SETRES after the Client, until the respective amounts are settled by the Client.
 - 4.7 **Deadline extension.** The deadline set for completion of the Work is extended by the caused interruption period. SETRES has the right to reimbursement of all costs and damages associated with the interruption of the Work or with the use of inappropriate technologies.
 - 4.8 **Liability.** SETRES is liable for any damage and / or harm arising in connection with and / or in the performance of activities at the place of performance of the Work in the amount corresponding to the maximum price of the Work under the Contract for Work in connection with which the damage occurred. SETRES declares that it has a liability insurance for damage caused in connection with the performance of its business activities, up to CZK 5 000 000 (in words: five million Czech crowns).
- ### 5. Common and final provisions
- 5.1 **Netting.** The Client is not entitled to unilaterally set off any of its receivables from SETRES.
 - 5.2 **Duty of confidentiality.** The Client and SETRES undertake to maintain confidentiality with respect to all information they provide to each other in the course of performance of the Work Contract, in particular regarding information representing the trade secrets of the Parties.
 - 5.3 **Applicable law.** The legal order of the Czech Republic shall apply to these GTC, individual contracts for Work and contractual relationships based on them.
 - 5.4 **Severability clause.** If the individual provisions of these GTC are or become invalid and / or ineffective, this does not result in invalidity and / or ineffectiveness of the entire GTC. In such a case, the Contracting parties undertake to replace such invalid and / or ineffective provisions with an arrangement which is as close as possible to the purpose pursued by the invalid and / or ineffective provision.
 - 5.5 **Validity, effectiveness.** These GTC come into force and effect on 01.07.2020 and are also available on the SETRES website www.setres.cz.