

General terms and conditions of the company

AV MEDIA SYSTEMS, a.s

Table of Contents

I. Scope of validity	2
II. Conclusion of the contract	2
III. Payment terms and retention of title.....	3
IV. Site/Place of performance	4
V. Execution of the work	5
VI. Project documentation - handover and comment procedure	6
VII. Handover of the implementation work	7
VIII. Withdrawal from the contract	8
IX. Warranty Terms, Reporting of Claims	8
X. Fire protection.....	9
XI. Work safety.....	9
XII. Liability for damages	10
XIII. Higher Power.....	10
XIV. Relationship to third parties, set-off of claims.....	11
XV. Other provisions	11

I. Scope of validity

1. These General Terms and Conditions (hereinafter referred to as the "Terms and Conditions") govern all business relationships concluded between AV MEDIA SYSTEMS, a.s (hereinafter referred to as the "Contractor") and other parties (hereinafter also referred to as the "Client").

These conditions may be referenced in the master agreement, the work contract, the purchase order, the delivery note or the handover report. By signing such a document, the Customer or Client acknowledges, agrees to, and commits to these Conditions.

2. All business relations are subject to the laws of the Czech Republic and its Civil Code. The Contractor's terms and conditions are the primary guidelines for the sale of its goods and services. If these terms and conditions differ from the ordinary laws of the Czech Republic, they shall prevail. Any modifications to these terms and conditions are valid only if explicitly agreed upon in the commercial contract.

II. Conclusion of the contract

1. The Contractor's Tender forms the basis for concluding the Contract for the Work.

The tender must include at least the following:

- a. Name of the company, Contractor's registered office,
 - b. Contractor's VAT number,
 - c. A clear description of the services and goods offered,
 - d. Bid price,
 - e. Delivery date,
 - f. Date of dispatch,
 - g. The period of validity of the offer (if no period of validity is indicated, the maximum period of validity of the offer is 30 calendar days from the date of dispatch),
 - h. Contact details of the authorised person.
2. Subcontracts for work are concluded in writing, including via e-mail, based on the Customer's order.
 3. The commercial contract must contain at least the following elements:
 - a. The name of the company, registered office or place of business of both parties,
 - b. VAT number (VAT number, if registered as a VAT payer) of both parties,
 - c. Related offer number,
 - d. The agreed price,
 - e. Place and date of delivery,
 - f. Contact details of authorised persons,
 - g. Signatures of authorized persons of both parties.
 4. Any details of the contractual relationship beyond the Terms and Conditions or any changes from the offer are defined in the commercial contract.

5. If the outcome of the business meeting is not a business contract, the Customer sends the Contractor an order.
6. The order must contain at least the same elements as those set out in Article 2(3).
7. On the basis of the Client's order, meeting the above requirements, the Contractor shall issue the Client with an order confirmation with possible specification of the content and conditions of delivery, with reference to the subject Terms and Conditions.
8. If the outcome of the negotiation is not a commercial contract, the confirmed order is considered as a binding contract, unless the Customer expresses its disagreement within 3 working days of its receipt.
9. If an order contains deviations, additions, reservations, limitations or other changes from the offer, such order shall be considered as a new order and shall be binding on the Contractor only if the Contractor sends the Client a confirmation of such new order, or if the Client's order has been accepted by the Contractor even with changes from the offer. The Contractor shall send the order confirmation in the form specified in the Conditions. In this case, the contract is concluded at the moment of delivery of the order confirmation to the Client.
10. The Contractor is entitled not to accept and implement an order containing deviations, additions, reservations or limitations.
11. By placing an order, the Customer confirms that he/she has read these Terms and Conditions and that he considers them to be part of the contract concluded between him and the Contractor. By placing an order, the Contractor agrees that these Conditions are the only ones applicable to the contract concluded on the basis of his order. For the avoidance of doubt, any terms and conditions of business or other contractual terms and conditions pre-printed or otherwise stated or attached to the order shall not apply to the contract.
12. The Customer undertakes to take over the object or service of performance and to accept it within the agreed terms and to pay properly and on time.
13. These Conditions are an integral part of the contract concluded between the Contractor and the Client, unless otherwise expressly agreed in writing.

III. Payment terms and retention of title

1. The Contractor shall issue an invoice or invoices to the Client within the agreed time. Even if the invoice is not issued, the Client is obliged to fulfil the agreed performance at the latest after the Contractor has delivered the performance.
2. The invoice is due 14 days from the date of issue.
3. In case of failure to meet the invoice due date, the Customer undertakes to pay a contractual penalty of 0.5% of the total amount due for each day of delay.
4. Ownership of the work or related items passes from the Contractor to the Client only after full payment of the invoiced amount including any accessories and contractual penalties.

3

AV MEDIA SYSTEMS, a.s.

5. If the Customer fails to pay the Contractor the required amount from the respective contractual relationship or invoice within the specified time, the Contractor may proceed to take away the goods or other performance or work.
6. The Customer undertakes to allow the removal of the goods by the Contractor's employees and gives its consent to this without further delay. The Parties expressly agree on the Contractor's right to make such removal without the presence or further consent of the Client, including the Contractor's right to enter the Client's property.
7. The Customer's obligation to pay contractual penalties, interest on delay or damages, as well as other costs associated with the removal of the goods and withdrawal from the contract are not affected.

IV. Site/Place of performance

1. The Client is obliged to hand over to the Contractor the construction site/performance site (or a complete part thereof) (hereinafter referred to as the "construction site") free of factual defects and third party rights within the time specified in the related work contract or within a time otherwise agreed in writing. Client is obliged to hand over the site in a legally and factually fit condition on the given date for the execution of the work.
2. Failure to meet the conditions for the execution of the work, i.e. failure to hand over the construction site in a suitable condition, are e.g. not exclusively the following reasons:
 - a. Unfinished construction preparation,
 - b. Increased humidity or dusty environment,
 - c. Failure to provide the necessary cooperation,
 - d. Insufficient preparation of IT infrastructure, etc.
3. Failure of the Client to hand over the site in a suitable condition even within any additional reasonable time specified by the Contractor is a material breach of contract, entitling the Contractor to claim the proven costs incurred in connection with the failure to hand over the site by the due date or to withdraw from the contract. At the same time the deadline for delivery of the work shall be extended by the period of delay in properly handing over the site.
4. The Client shall draw up a written report on the handover and acceptance of the construction site, which both parties shall confirm by
5. The date of handover and acceptance of the construction site is the date on which the relevant protocol is signed by both parties.
6. The handover and acceptance of the construction site also includes the handover of documents by the Client to the Contractor, necessary for the proper use of the construction site, unless these documents have been handed over earlier, in particular:
 - a. Familiarity with local conditions for construction and contracting activities,
 - b. Marking of access and driveways,
 - c. Conditions relating to waste management,

- d. Construction project documentation with definition of utilities,
 - e. Familiarity with local OSH conditions,
 - f. List of contact persons responsible for the site on the Client's side.
7. The Contractor shall not be liable for damage to existing utility lines that were not indicated in the Client's documents or that were not specifically pointed out by the Client.
 8. Provided that all obligations and commitments have been fulfilled by the Client, in particular the express notice of the location and existence of existing utilities and these have been properly laid out and handed over, in the event of damage caused by the Contractor, the Contractor shall bear all costs for restoration, including any damages, fines, etc., to the Contractor.
 9. The contractor is obliged to use the construction site only for purposes related to the execution of the work and shall comply with all legal regulations when using the site.
 10. The contractor is not entitled to use the site for accommodation of persons unless it is intended for that purpose.
 11. The contractor shall ensure order on the construction site.
 12. The Contractor shall continuously remove from the site all types of waste related to his activities during the execution of the work.
 13. The contractor shall ensure that waste or construction material from his activities is not placed outside the construction site.
 14. The deadline for removing the site equipment and clearing the site is no later than 15 days from the date of handover and acceptance of the work, unless otherwise agreed in the handover and acceptance protocol (if the equipment necessary to ensure removal is left behind defects and shortcomings of the work within the meaning of the handover and acceptance protocol).

V. Execution of the work

1. If the schedule is delayed by more than 30 days for reasons attributable to the Customer or its other suppliers, the Contractor shall have the right to invoice for the goods and services delivered from the Customer's previously agreed performance date, even if such invoicing is not in accordance with the contractually agreed billing terms.
2. The Client is obliged to provide the Contractor with all the cooperation necessary for the execution of the work in time.
3. The Client shall ensure the readiness of the performance site in accordance with the Contractor's requirements, as specified in a separate contract, tender or order confirmation, or in a separate report sent to the Client by the Contractor. Such a report may be sent also by electronic correspondence.
4. The customer is obliged to ensure the following parameters of the environment in which the installation will be carried out:
 - a. temperature at least +20 °C (external influence AA5),
 - b. dust-free - max. 0.5 mg/m³ (external influence AE1),

- c. Humidity 5% - 60% without condensation (external influence AB5).
5. If the conditions set forth in Paragraph 4 of Article V are not met, the Contractor shall be entitled to suspend performance of the Work until such time as this is the case. During this period, the Contractor shall not be in default of the contract. The subsequent deadlines and time limits specified in the contract, including the possibility of claiming costs incurred, shall be extended by the said period.
 6. The client must provide contact information in time, i.e. no later than the date of handover of the construction site to its IT officer or IT service provider so that the Contractor can fulfil their IT infrastructure requirements (e.g. IP address settings). If the Client fails to fulfil this obligation, the deadlines and time limits in the contract will be extended and the Contractor will not be in default. However, the invoice deadlines remain unchanged.
 7. If the Contractor provides training of users within the scope of the contract, it is the Customer's obligation to ensure that such users are persons who have at least basic knowledge of the installed technologies, even on equipment of other manufacturers. Training beyond the scope agreed in the contract is possible upon prior agreement between the Contractor and the Customer. The Client shall also ensure that the user(s) to be trained to operate the delivered equipment, participate in the actual implementation of the work as observers and thus become familiar with the delivered solution from the beginning of its installation. The contractor shall not be held liable for the outcome of the training as regards the performance of the trainees' tasks after the training.

VI. Project documentation - handover and comment procedure

1. Within the framework of the performance of the contract whose subject is the creation of project documentation by the Contractor, such documentation will be submitted only in electronic form, unless the subcontract for the work provides otherwise. The documentation shall be transmitted by the agreed means to the contact provided by the Client. The documentation may be sent as an attachment to electronic correspondence, or the Client will receive a link to a repository where the project documentation is stored and available for download by the Client.
2. In justified cases, the documentation will be prepared in stages, the outputs of which are agreed by the Client in the related handover protocols of the stage.
3. The finalisation of the project documentation includes a commenting procedure, which serves the Client to modify the work based on the comments.
4. A maximum of 2 rounds of comments are allowed during the comment procedure. For each additional request above this range, an additional 10% of the contract price will be charged.
5. The contractor sends a handover report together with the project documentation. The Client is always obliged to confirm the handover report and send it back to the Contractor. If the work contains defects, the Client shall indicate the extent of the defects in the handover report, including a reasonable time limit for their removal.

6. If the Customer does not confirm the handover report within 10 working days of receipt of the work, the related project documentation shall be deemed to have been duly handed over without defects and the Contractor shall be entitled to an invoice.

VII. Handover of the implementation work

1. Upon completion of the work, the Contractor shall invite the Client to take over the work. Acceptance of the work will take place as follows:
 - a. The Client shall verify within five (5) days of the Contractor's call or a mutually agreed alternative date that the Work or part thereof has been properly completed. If the Work does not meet the acceptance conditions, the Client shall notify the Contractor in writing in the form of a reservation in the handover report. In the protocol, the Client shall state all the reasons why he/she does not consider the work the work as completed in sufficient detail to enable the Contractor to remedy the defects discovered. The Contractor shall remedy all defects as soon as possible and shall again prepare the Work for acceptance in accordance with the procedures specified. The Client shall then have a period of five (5) days to re-verify that the defects have been corrected, and the work is complete. The above procedure shall be repeated until the Work is properly completed.
 - b. If the work is duly completed, the acceptance of the work will be confirmed by signing the handover report. If the work is duly completed, the Client shall to accept it. The Client is only entitled to refuse to accept the work if, on acceptance of the work, defects of such a nature that the work does not meet the acceptance conditions are found. Deficiencies or defects that do not prevent the functional use of the work shall not be grounds for refusal to accept the work.
 - c. Any partial or complete use or commissioning of the Work by the Client or a third party prior to the signing of the handover report, unless agreed by both parties in the related Work Contract, shall be deemed to be acceptance of the Work by the Client. In this case, the handover report shall be drawn up and signed only by the Contractor and shall be equivalent in all respects to the handover report signed by both parties.
2. The signing of the handover report upon acceptance of the work by both parties and the actions referred to in points b. and c. of paragraph 1 of this Article shall be deemed to confirm the completion and handover of the work to the Client within the meaning of Section 2604 of the Civil Code.
3. The procedure referred to in paragraph 1 of this Article shall also apply to the acceptance of sub-parts of the work this has been agreed in the sub-work contract.
4. The Parties have agreed that the Client is obliged to accept the work, or a specified part thereof, delivered by the Contractor, unless there are substantial defects in the work due to the Contractor's fault, without undue delay, upon written request of the Contractor. If the Contractor fails to do so, the work shall be deemed to have been duly handed over.

VIII. Withdrawal from the contract

1. Withdrawal from the contract may only be made in writing and shall be effective on the third day after the date on which the written withdrawal is delivered to the other party.
2. The Client is entitled to withdraw from this contract only in the event of a substantial, culpable breach of the provisions of the contract by the Contractor or for reasons expressly set out in the subcontract.
3. The Contractor is entitled to withdraw from the contract only in the event of a material breach of the provisions of the contract by the Client or for reasons expressly set out in the subcontract.

IX. Warranty Terms, Reporting of Claims

1. The length of the guarantee is specified in a separate contract or in the Contractor's offer.
2. The length of the guarantee is specified in a separate contract or in the Contractor's offer. If not stated, it shall be a minimum of 12 months.
3. The warranty does not cover defects caused by mechanical damage, improper operation, use contrary to the user manual, use in an environment not suitable for the operation of the work, force majeure (circumstances excluding liability), etc.
4. The warranty period begins on the date indicated on the delivery note or handover report or on the date of the taxable transaction indicated on the invoice for the goods, whichever is earlier.
5. Standard warranty service is provided according to the terms and conditions of the manufacturer of the respective goods.
6. The Customer may make a claim until the last day of the warranty period, whereby even a claim sent on the last day of the warranty period shall be deemed to be timely filed.
7. The customer is obliged to report the warranty defect immediately after its discovery.
8. The Customer is obliged to report the complaint via the web form at www.avmedia.cz/servis.
9. The Contractor shall remedy the warranty defect within 30 calendar days from the date of reporting the defect.
10. The Contractor shall decide how to resolve the complaint, unless otherwise specified in the subcontract.
11. Unless the length of the warranty period is defined between the parties by a subcontract or order, the length of the warranty period shall be the length of the warranty period provided by the manufacturer of the equipment in question, with a maximum of 24 months.

X. Fire protection

1. The rights and obligations of the Contractor and the Client around fire protection are based on generally binding legal regulations.
2. The Client's employees and representatives are obliged to comply with the Contractor's instructions and to submit to the Contractor's inspection authorities in the field of fire protection according to the general and the Contractor's internal regulations for the performance of the control activities in question.

XI. Work safety

1. The Client is obliged to comply with the safety regulations during the execution of the work by the Contractor and occupational health and safety, particularly the instructions of the Contractor's employees.
2. The client is liable for injuries and damages resulting from violations or neglect of safety standards in accordance with the relevant provisions of the Labour Code and the government regulation implementing the Labour Code and certain other laws, or in accordance with special regulations.
3. The Client is obliged to secure the place of performance by the Contractor in a suitable and sufficient manner and to ensure its accessibility and security.
4. The client is obliged to ensure that all workers on site are familiar with safety regulations and that they comply with these regulations.
5. The Client's employees and representatives are obliged to follow the instructions of the Contractor's control bodies (safety engineer, energy engineer, quality control officer, etc.), as well as the construction management personnel (foreman, construction manager). In the event of a violation of the principles of "occupational safety and health" being detected, the Client's employees or representatives shall or third parties, the Contractor shall be entitled to negotiate remedies, including the expulsion of the violators from the construction site.
6. The Client acknowledges that other workers may always be on site during all construction and installation phases. A relatively large number of tasks of various kinds must be carried out at the same time in a limited space and within partially or fully completed structures. For this reason, close cooperation between the Client and the Contractor is necessary to coordinate the activities of the various other contractors.
7. Failure of the Contractor to meet the completion date due to improper coordination of construction activities on the construction site by the Client, i.e. failure to allow the Contractor to for a minimum of 2 days to start or continue the work in progress, thereby causing downtime for the Contractor, shall oblige the Client to extend the Contractor's completion date by the period of downtime, including any compensation for damages.

XII. Liability for damages

1. The Contractor's total liability for damages, including contractual penalties and other claims arising in connection with the Contractor's breach of duty/obligations, is limited to 20% of the contract price (excluding VAT) for all damages in the aggregate. The Contractor shall not be obliged to pay for indirect and consequential damages resulting therefrom (loss of profit, capital costs, etc.). This limitation also applies to compensation for non-pecuniary damage which the Contractor would be legally obliged to pay. The above limitation does not apply if the damage was caused intentionally or through gross negligence on the part of the Contractor.
2. The Customer acknowledges by these Conditions that the Contractor's scope of supply also includes the supply and installation of specific electrical equipment, the supply, installation and subsequent operation of which requires compliance with strict safety regulations.
3. If the Contractor's delivery does not include the agreed security of the site, the Client undertakes to ensure that the safety and fire protection of the Client's persons and property, including the Contractor's work item, is maintained throughout the Contractor's installation of the work item at the site, if the Contractor has already started at the site assembly work or part of the Contractor's delivery item is already at the place of performance.
4. In addition to the above, the Client is also obliged to ensure that no person other than the Contractor and his employees has access to the subject of the work. This obligation shall apply during the entire period of delivery and installation of the work by the Contractor.
5. The Contractor shall not be liable for any damage resulting from the Client's breach of the above obligations. In particular, the Contractor shall not be liable for any damage to the Client's property and the object of the work already located at the place of performance, nor for injuries and damage to the health or life of third parties.
6. Unless it is agreed by the parties that the Contractor shall provide security for the work, the Client shall be liable for damage to the work. If it is agreed by the parties, that the Contractor shall provide security for the work, liability for damage shall pass to the Client upon handover of the work or the relevant part thereof in accordance with the provisions of this contract.

XIII. Higher Power

1. The Contractor shall be entitled to suspend the performance of its obligations under the Contract for the period of time during which force majeure circumstances within the meaning of Section 2913 (1) of the Civil Code persist, in particular strike, natural disaster, epidemic, export/import bans ordered by a governmental authority, regulation (interruption/restriction) of energy consumption not caused by the Contractor, terrorist attack, uprising, mobilization, war, etc., including obstacles caused by acts of

public authorities' actions/non-actions. The Contractor undertakes to inform the Client immediately of this fact.

XIV. Relationship to third parties, set-off of claims

1. The Contractor is entitled to have the work or part of it performed by a third party without the prior written consent of the Client.
2. It is hereby stipulated that neither the Client nor any person directly connected with the Client in the performance of the Work or in a contractual relationship with the Contractor shall be entitled to set off any claim against the Contractor, whether arising in the performance of the Work or under the Work Contract or the Contract for the Supply, under an Order or otherwise, without the express written consent of the Contractor.

XV. Other provisions

1. The Contractor reserves the right to amend or supplement these terms and conditions, in particular in the event of a change in the relevant legal standards or a change in the way of doing business.
2. The Contractor reserves the right to update and innovate these conditions periodically, to reflect the latest trends and technologies in AV technology.
3. The Contractor reserves the right to change (amend) the Conditions. Revised Conditions shall become effective on the fifteenth day following their announcement on the website www.avmedia.cz. However, the amendment of the Conditions shall not apply to contracts already concluded between the Contractor and the Client, of which these Conditions are an integral part.
4. The Client has the right, in case of disagreement with the content of the amended or supplemented Conditions, to communicate this disagreement to the Contractor within 7 days from the moment of becoming aware of the amendment or supplement. If the Contractor fails to do so, the Client shall be deemed to have accepted the amendments or additions.
5. Legal relations not expressly regulated by these Terms and Conditions are governed by the relevant provisions of Act No. 89/2012 Coll., the Civil Code, as amended, and related legislation. The Contractor shall not be liable to the Customer for damage caused by circumstances excluding liability, e.g. government intervention, operational, transport and energy failures, e-commerce system failures, strikes or lockouts. These circumstances shall be grounds for postponing the performance of the contractual obligations on the part of the Contractor for a period of and to the extent of the effectiveness of such circumstances. The same shall apply even if the said circumstances have occurred of the Contractor's subcontractors.
6. If one or more of the provisions of these Terms and Conditions become invalid or ineffective, the other provisions of these Terms and Conditions shall remain in force if

11

AV MEDIA SYSTEMS, a.s.

such other provisions can, having regard to their nature, content and the effect upon which they were agreed, be severed from the invalid or ineffective provisions.

7. The Client undertakes to immediately notify the Contractor of any changes concerning its business authorisation, tax obligations (change of VAT number and tax administrator), its valid account and bank connection and the occurrence of insolvency. In the event of the Client's insolvency, all claims of the Contractor against the Client shall become due on the date on which the Contractor becomes aware of such insolvency. The Contractor shall be entitled in this case to demand the immediate return of goods not yet paid for.
8. The written form of the legal act is preserved if the legal act is made by the parties by an authorised person in writing, or by e-mail to the agreed e-mail address. If the Customer refuses or prevents the delivery of the document from the Contractor, it shall be deemed to have been delivered on the date of such refusal or frustration.
9. The parties shall be under an obligation to maintain the confidentiality of all facts concerning which have become aware of during negotiations in connection with the contract. This obligation shall survive the termination of the relationship entered by the parties.
10. The parties expressly declare that for the purposes of all their contractual relations neither of them feels itself to be the weaker or stronger party within the meaning of the Civil Code and their positions are equal.
11. The Client hereby grants consent to the Contractor to process as a controller all personal data concerning him/her that he/she provides to the Contractor, including the birth number of natural persons and telephone number, in accordance with Act No. 101/2000 Coll., on the protection of personal data, as amended. This consent is given until revoked in writing. It is not personal data if a disproportionate amount of time, effort or material resources is required to establish the identity of the data subject. The data provided will be processed for the purpose of offering services, for marketing purposes and acquisition activities. This consent to data processing also applies to all other acquirers other acquirers or processors of this data. The Client hereby grants the Contractor consent to the Contractor sending promotional materials and offers.
12. The contractor is entitled to assign any claim arising under the contract without the consent of the Client. The Client is entitled to assign any claim in connection with the Contract only with the Contractor's prior written consent. The Contractor shall be entitled to set off mutual claims against the Client unilaterally.
13. In the event of a mutual dispute, the Parties undertake to resolve it amicably as a matter of priority. If, after mutual negotiations, no settlement is reached, all disputes arising out of and in connection with the Contract shall be finally settled before the Court of Arbitration of the Chamber of Commerce of the Czech Republic and the Chamber of Agriculture of the Czech Republic in accordance with its rules by a single arbitrator.
14. The Contractor undertakes to process the Client's personal data in accordance with the GDPR and other applicable data protection legislation. The Client has the right to to access, rectification, erasure and other rights provided for in the GDPR.

15. The contractor undertakes to comply with environmental standards and sustainability principles in the execution of all contracts. The Client is obliged to ensure that all materials and technologies used in the execution of the work meet the relevant environmental standards.
16. The Contractor shall provide training and certification of users on the supplied technology. Customer shall ensure the attendance of its employees at training sessions to ensure proper and safe operation of the supplied equipment.

These General Terms and Conditions shall take effect on 1 January 2025.

Jan Fiala, Technical Director, Member of the of Directors