

General Terms of Business of the company OMNI-X CZ s.r.o.
Reg. No.: 255 63 807, with the seat in Brno, Šámalova 1537/60a, post code
615 00

1. Introductory provisions

1.1. These General Terms of Business (hereinafter as "GTB") regulate the mutual rights and obligations between the company OMNI-X CZ s.r.o. (hereinafter as Contractor) and other parties (hereinafter as Client).

1.2. Individual provisions of the contracts concluded between OMNI-X CZ s.r.o. and the other parties take precedence over these GTB. By entering into the contract referring to the GTB all Parties consider them an integral part of the contract concluded.

2. Conclusion of contract

2.1. The contract is concluded on the basis of a written contract for work or a binding order addressed to the contractor, through mail, e-mail or personally handed over to the contractor, providing that the contractor confirms that binding order in writing.

2.2. The initial data used for the conclusion of a contractual relationship is a quotation sent by the contractor upon written request of the client specifying the requirements of the works. On the basis of the quotations, the customer issues an order with the terms pursuant to Art. 2.4 of these GTB. With the contractor's confirmation the order, the contract for work is concluded. Implementation of the work's production always starts on the basis of the confirmed order.

2.3. If the contractual parties agree in writing to cancel the contract, the customer is obliged to pay all costs incurred in the implementation to that point, up to a total of the contractually agreed price.

2.4. During contract negotiations, the Contractual Parties shall notify each other all the facts and legal circumstances, which they know or should know, so that each side could make certain of the possibility and capacity to enter into a valid contract and that each party makes clear its interest to conclude the contract.

2.5. Minimum requirements of the demand for work are:

For mandrel order

Necessary:

1. The outer diameter of the tube and its wall thickness
2. Bending radius on the centre or inner bend radius
3. Tube material
4. Body length of the mandrel (without balls)
5. Thread in the mandrel
6. Spanner facets
7. Thorn and balls material (Possible agreement with the contractor on the basis of information about the dimensions and material of the tube)

Specifying details:

1. Number of balls
2. Mandrel body diameter

For square and inserted wiper dies:

Necessary:

1. Outer diameter of the tube
2. Bending radius on the centre or inner bend radius
3. Tube material
4. Length L

5. Width A
6. Height B

Specifying details:

1. Position and dimension of clamping holes
2. Special sanding or recess

For complete sets of tools for bending tubes

1. Drawings of the final product (bent tubes). If drawings are not available, then at least the information specified below in points No. 2-10
2. Outer diameter of the tube
3. Tube wall thickness
4. Bending radius on the centre or inner bend radius
5. Tube material
6. Minimum distance between bends
7. Maximum bending angle
8. Brand, model and year of manufacture of the bender
9. Total height of the matrix, diameter of the shaft and centring ring
10. Industry, where the tube is to be used (car exhausts, aviation, heat exchangers, furniture)

For technical solutions and production of toolsets for tube-bending:

1. Drawings of the bending machine, especially a drawing showing the attachment of tools and other components on the outer surface of the machine. If the drawings are not available, then at least the information listed below in paragraphs 2 to 4
2. Mounting of matrix, jaws and pressure bars
3. The direction of rotation of the machine head
4. Special reductions, if necessary

For toolsets for end forming

Necessary:

1. Outer diameter and tube wall thickness before forming
2. Tube material
3. The desired outer diameter and length of the formed tube end after moulding
4. Requirements for a special shape of the moulded end
5. Brand, model and year of manufacture of the moulding machine

Specifying details:

1. Method of forming process (single-phase, gradual)
2. Requirements for special marking, punching or shapes in the formed the end of the tupe
3. Special adaptations or selection on a forming machine

For technical solutions and production for tube end forming:

1. Drawings of the moulding machine, especially a drawing showing the attachment of tools and other components on the outer surface of the machine. If the drawings are not available, then at least the information listed above for toolsets for the tube end forming. Required: points 1 to 5

2.6. In case that the Customer is unable to provide the above information to the contractor, then it is possible to arrange another way of obtaining the necessary information, such as sending already

existing tools to the contractor to perform the measurement, or contractor's engineer visiting directly at the site of the bending machine.

2.7. The Contractor shall have the right to refuse an order from the customer, who in the past did not properly fulfil its contractual obligations, or the Contractor may require an advance payment or deposit in an amount agreed in beforehand. The amount of the prearranged advance will be listed in the order confirmation issued by the Contractor.

2.8. In the case of the client being a new customer, the contractor has the right to require payment in advance, or deposit in an amount agreed in advance. The amount of the prearranged payment will be listed in the order confirmation issued by the Contractor.

2.9. The work will be done and delivered in a quality corresponding to the possibilities of the relevant production technology and parameters confirmed in the order.

3. Subject of performance

3.1. The subject of performance (hereinafter as "the work") is specified in the agreement concluded between the contractor and the client, or in the binding order of the client confirmed by the contractor. The contractor undertakes to use all the available knowledge completing the work to make the work fulfil the agreed function in its entirety.

3.2. The contractor agrees to perform the work at its own expense and at their own risk at the time agreed in the contract, or when appropriate, taking into account the nature of the work. The client agrees to cooperate in an agreed manner, accept the finished work according to the contract and pay the agreed price for it.

3.3. Items that the customer has to provide under the contract for the execution of the work, as well as the possible preparation of project documentation (hereinafter "items"), shall be provided by the Customer the Contractor within the time specified in the contract, or otherwise without undue delay after the conclusion of the contract.

3.4. If the customer fails to provide the items on time, then the delivery time, depending on the current production capacity and capabilities of the contractor, is automatically extended for a reasonably long time.

3.5. If the customer fails to provide the items on time, the contractor can provide a reasonable period of time and after the lapse of it, the contractor may provide the items himself on behalf of the client. The customer is obliged to pay for the items acquired like this and practical costs associated with obtaining them without undue delay after the contractor asks for it, otherwise the he is responsible to the contractor for resulting damages.

3.6. The Contractor shall not be liable for damages resulting from incorrectly communicated data or other undisclosed customer data, which are necessary for the proper execution of the work.

3.7. If the work is made on the basis of the documentation supplied by the client, the contractor shall not be liable for any variances of the work manufactured on the basis of this documentation from the actual needs of the customer.

3.8. Due to the professional competence, the contractor is required to notify the customer of inappropriate and incomplete information concerning the subject matter of the work specified in the documents, which have been supplied by the client for the execution of the work, if the contractor could identify this unsuitability or incompleteness while exerting professional care, without undue delay after the discovery of the unsuitability or incompleteness of this information.

4. Price of the Work and payment terms

4.1. The price of the work is proposed in a quotation, based on the price list of the contractor, the valid version of which can be applied for from the Contractor or by an agreement between the parties. The Contractor has the right to change the price list unilaterally. Changing of the price list does not affect the work the customer has already ordered.

4.2. The price of the work determined in accordance with this provision, plus the corresponding VAT, is considered the contractual price for business transactions concluded hereunder.

4.3. The price of the work is confirmed in the binding order or contract for work.

4.4. If not proposed otherwise by the Contractor's quotation, the price of the work is quoted without transportation costs.

4.5. An invoice will be issued for the price of the work after the delivery and acceptance of the work, while the maturity of the invoice is 30 days from its issuing date, if the parties do not agree otherwise.

4.6. Reimbursement based on invoices for the work performed will be made by the client to the bank account of the contractor or in cash. The payment, in the case of payment by a bank transfer, is considered to be made by crediting the appropriate amount to the bank account of the contractor.

4.7. In the event of a change in the VAT rate, the contractor has the right to change the total price in accordance with the legislation.

5. Delivery terms

5.1. The Contractor is obliged to provide the client with the works made in the scope and quality stipulated in the contract, and at the time and place agreed by the contract for work or binding order, otherwise at the site of the work.

5.2. In the event that the Customer is in delay with handover of the items necessary to perform the work in accordance with paragraph 3.3 of these GTB, the Contractor is entitled to prolong the delivery period as specified in paragraphs 3.4 to 3.5 of these GTB.

5.3. The client agrees to allow the contractor proper fulfilment of the obligation under the contract, eventually to take over the work either in person or through an authorized person.

5.4. The work is usually passed on the basis of a delivery note or other transfer protocol. The work is handed over by the contractor or an authorized person or a forwarder. All and any deficiencies noted and comments must be notified in writing to the Contractor, or by e-mail and without undue delay after the receipt of the work.

5.5. Should the customer have a transportation forwarder on its own account, it will be indicated in the order. Delivery of the work is done by handing it over to the forwarder.

5.6. If the customer fails to state in writing, that he will collect the goods at the premises of the contractor or forwarder has been ordered on his own account, the contractor is entitled to deliver work in any suitable manner to the headquarters of the customer. In this case, the transportation is provided by the contractor through a forwarder; contractor is entitled to charge the customer the costs associated with such transport according to a tax document issued – an invoice, together with the cost of the work unless the Contractor and the Client agree otherwise. The term of delivery of the work is accomplished by the contractor by passing goods to a forwarder to transport it to the client.

5.7. The customer is obliged to check the delivered goods on receipt of and upon a discovery of incompliance to immediately contact the contractor, and promptly send a written notice to the contractor with a record of the incompliance is detected.

6. Substitution of materials

In the event that SELLER is unable to obtain any specified materials or parts in time to meet the scheduled delivery date, SELLER may substitute other materials or parts which will not, in SELLER'S judgment, materially impair the essential functions, strength or life of the PRODUCT.

7. Sanctions

7.1. In case of default of the client with the payment for the work, the contractor is entitled to charge the client a contractual default interest of 0.5% per day of the total amount due on the first day of delay in payment.

7.2. In case of late delivery of the work by the contractor longer than 30 days, the customer is entitled to charge the contractor a contractual penalty of 0.5% per day from the price of the delivered work on the first day of delay against the agreed contractual delivery date.

7.3. If the Customer is in arrears with payment of an invoice for more than 35 days, the Contractor may submit claims on customer to company Law Assist s.r.o., Reg. No.: 293 21 549, with the seat in Dvořákova 588/13, 602 00 Brno. Law Assist s.r.o. will then send the customer first a pre-trial reminder, for which the customer must pay the company Law Assist s.r.o. the amount of the minimum of CZK 2,500 + VAT.

6. 8. Transfer of the risk of damage to the work and proprietor's possessory title

8.1. The risk of damage to the work in making is transferred to the Customer at the moment when the work is accepted from the contractor, or during the time when the contractor allows him to handle with the work and the client breaches the contract by failing to accept work.

8.2. The possessory title to things representing the subject of the contract is not transferred to the contractor during the period of execution of the work.

9. Defects on the work

9.1. Unless otherwise agreed, claims due to defective work must be exercised with the contractor without undue delay after the receipt of the work.

9.2. Any claims of defects in the work will be handled in accordance with applicable legal regulations.

10. Confidential intellectual property

All drawings and specifications prepared by seller in connection with the quotation or in the design and manufacture of the product are the „CONFIDENTIALPROPERTY“ of seller. Buyer shall not use confidential property except as is necessary to evaluate the quotation or in connection with its use of the product. Buyer shall not disclose to third parties any of the confidential property without seller's written consent, except as may be necessary for installation, operation, repair and maintenance of the product following delivery to buyer. Buyer may only make the confidential property available to those of its employees who have a need for such access. Buyer may make only the minimum number of copies of any confidential property required to evaluate the quotation or to use the product after delivery. All proprietary and copyright notices in the original must be affixed to copies or partial copies. Buyer shall preserve the confidentiality of the confidential information with at least the same degree of care as it takes to preserve and protect its own confidential or proprietary information, in no case less than reasonable degree of care. The buyer shall maintain adequate safeguards and procedures to prevent the theft, loss or dissemination of any of the confidential property and, in the event of any such theft, loss or dissemination, shall notify seller immediately. If buyer does not purchase the product, it shall promptly return all copies of the confidential property to seller.

Buyer agrees that money damages would not be a sufficient remedy for a breach of its duty to preserve the confidentiality of the confidential property and that seller shall be entitled to specific performance, injunctive relief and other equitable relief as remedies for any such breach. These remedies are not seller's exclusive remedies, but shall be in addition to any and all other remedies available at law or in equity to it. If a court of competent jurisdiction determines in a final, non - appealable order the buyer has knowingly and willfully breached its duty to preserve the confidentiality of the confidential property, then buyer shall be liable for and pay to seller the reasonable legal fees, court costs, expert witness fees and other reasonable out of pocket expenses seller has incurred in connection with such litigation, including any appeals therefrom.

11. Final provisions

11.1. The Contractor shall be responsible for any damages caused by his activities to its actual amount, however, at the most to the amount equivalent to the value of the undelivered or incorrectly supplied goods.

11.2. Any changes or additions to these GTB can be made only in writing.

11.3. Conditions agreed in the contract of work, its supplement, or endorsed by a written order shall prevail over these GTB. All untreated rights and obligations shall be settled in accordance with Act No. 89/2012 Coll., The Civil Code.

11.4. The company OMNI-X CZ s.r.o. is authorized to make changes or modifications to these GTB. The company OMNI-X CZ s.r.o. will notify the contractors about this change within the scope of a

website presentation at www.omni-x.cz, always well in advance. If the contractor does not communicate to the company OMNI-X CZ s.r.o. his disagreement with the changed or modified GTB within 10 days prior to the effective date of the changes or modifications of the GTB in writing, such a change is considered approved by the other party and agreed to contractually effective as of the date of the changes of the GTB. The contractual partner is entitled to refuse the change and waive the contractual commitment for this reason during a 2 month notice period. The notice period starts in the month following the month in which the notice was filed. In the event that the contractor applies the notice, he is obliged to reimburse OMNI-X s.r.o., without undue delay after the expiration of the notice period, the expenses incurred by the implementation of the work until the expiry of the notice period.

11.5. If there is a dispute between the parties, the preference will be given to an amicable settlement.

11.6. These General Terms of Business, published in the current version at www.omni-x.cz, come into force and effect on 1st July 2015.

Valid from 1.2.2017

Josef Weber – General manager