I. INTRODUCTORY PROVISIONS
1. Unless the PBS offer specifically states otherwise, the PBS offer expires after 30 days from the date of delivery thereof to the Buyer.
2. Any changes to the offer or request for the supply shall be made by both Parties.
3. Any derogating undertakings in the Contract shall take precedence over the provisions hereof.
4. Any changes or amendments of the Contract may only be valid in the form of written amendments signed by both Parties.

II. DELIVERY CONDITIONS, DELIVERY PERIODS
1. Unless agreed otherwise in writing, products shall be delivered FCA Velká Bíteš according to INCOTERMS 2010 rules. Where the Buyer requires the goods to be packed in packaging, this needs to be explicitly stated in the order. The costs on packaging shall be borne by the Buyer.
2. Where the Buyer requires the products to be modified (customized as requested by the Buyer), PBS shall check whether the required modifications can be made and accept or reject the request.
3. Under no circumstances, standard delivery dates shall apply for deliveries of modified products, not even should PBS fail to specify the delivery date.
4. Any modification of the delivered goods shall not release the Buyer from the obligation to pay.

III. PRICES, PAYMENT TERMS
1. All Supplies shall be made for the prices specified at the time when PBS has made an offer or confirmed an order.
2. The price shall be negotiated by agreement, exclusive of added value tax (hereinafter referred to as “VAT”). VAT at the statutory rate as of the date of taxable supply shall be added to the price.
3. In addition, PBS is not responsible for defects, incompleteness, discrepancies or inconsistencies arising from any contract entered into by the Buyer and PBS. Unless the Parties agree otherwise, the Buyer is not obliged to inform PBS of such defects.

IV. WARRANTY AND LIABILITY FOR DEFECTS
1. Unless the product documentation or confirmation of the Buyer’s order by PBS specify for the respective product, service or another performance of PBS otherwise, PBS shall provide the Buyer with a warranty (quality guarantee) for 12 months from the date of handover of the Subject of Performance to the Buyer, or of delivery to the place of delivery according to the agreed delivery terms, whichever comes first.
2. In addition, PBS is not responsible for defects or for any defects or non-conformities as a result of the use of the product, or operation of the product in a mode other than the one for which the product is designed, for example, failure to observe the installation, assembly, operation and maintenance instructions.

V. ASSIGNMENT OF CLAIMS
1. Unless the parties agree otherwise, the Buyer is not allowed to assign or transfer any of its receivables to a third party without the PBS’s prior written consent.

VI. OTHER PROVISIONS
1. Unless the PBS offer specifically states otherwise, the PBS offer expires after 30 days from the date of delivery thereof to the Buyer.
2. Any changes to the offer shall be made by both Parties.
3. Any derogating undertakings in the Contract shall take precedence over the provisions hereof.
4. Any changes or amendments of the Contract may only be valid in the form of written amendments signed by both Parties.
The Subject of Performance shall pass to the Buyer for the amount for which the purchase price is fully paid to PBS, provided that the legislation of the country where the place of delivery is located permits so.

2. Should the Buyer be in default with the taking over the Subject of Performance, the risk of damage to the Supply shall pass to the Buyer on the first day of such default. Should the Subject of Performance be destroyed or damaged for reasons attributable to the Buyer, or the start or completion of the installation, assembly or test run be delayed for reasons attributable to the Buyer, PBS shall not be in default, and the risk of damage shall pass to the Buyer on the day on which the Subject of Performance should have been handed over to the carrier or despatched, or on the day on which the assembly or test run should have started or been completed.

3. Where the Parties have agreed that the transport shall be arranged by PBS, either by its own means or through a third party, the risk of damage to the Supply shall pass on handover thereof to the first carrier.

**VII. FORCE MAJEURE**

1. If PBS fails to comply with its contractual obligation or fails to deliver the Supply within the agreed time period due to the existence of unusual or unpredictable circumstances beyond PBS’s control (hereinafter referred to as the “Force Majeure”), PBS shall not be responsible for the delay of the completion of the Supply shall be extended by the time for which the Force Majeure event exists.

2. The Force Majeure event shall mean, in particular, natural disasters (e.g., fire, flood, earthquakes, extraordinary thunder, unusual heat, unusual cold, unusual drought, hail, landslide, avalanche, earthquake and consequences thereof, etc.), war, mobilisation, nationalisation or occupation of the territory of the Subject of Performance (costly removable defects shall mean defects of the repair of which costs more than 3% of the purchase price of the machine or equipment, as well as holding or non-granting an official authorization (in particular, an export license granted by the competent authority) that is necessary to carry out the Supply, although the obliged party has applied for the official authorization timely and properly. The same shall also apply to PBS if the Force Majeure event occurs at any of PBS’s subcontractors.

**VIII. PROTECTION RIGHTS AND CONFIDENTIALITY**

1. The Buyer may require any intellectual property rights (including, without limitation to copyright) regarding the agreed Subject of Performance and the design, technical information, subcontractors and auxiliary persons. The information (hereinafter referred to as the “Confidential Information”). In this respect, the Buyer undertakes to maintain the confidentiality of the Confidential Information for the duration of the contractual relationship between PBS and the Buyer, and then for an unlimited period of time after the termination thereof; not to provide or otherwise utilise the Confidential Information for any reasons other than for which it has been provided. The Buyer shall adopt any organisational, technical and other reasonable measures to keep the Confidential Information unauthorised use, shall restrict the access to such information only to employees who need to know it in order to perform their duties, and where PBS has previously agreed in writing that the Buyer may disclose the Confidential Information to a third party, the Buyer’s obligation shall not be to maintain confidentiality to the same extent as the Buyer, and shall also ensure that a third party shall observe the confidentiality obligation under these Terms and Conditions. The breach of confidentiality by the third party to the same extent as it has been breached by the Buyer itself. In the event of a breach of the confidentiality obligation, PBS is entitled to claim a contractual penalty of CZK 100,000 from the Buyer per each breach thereof, up to a maximum of 10% of the agreed price for the performance, unless the Parties agree otherwise. The Parties agree otherwise. The entitlement to claim damages shall not be affected by the payment of the contractual penalty.

2. The Parties have agreed that if the Buyer incurs any loss due to the breach of PBS’s obligations (contractual or statutory) or good morals, PBS shall only reimburse the Buyer for the actual damage, and not the lost profit. For the purposes hereof, the actual damage shall not mean any indirect consequential damage or damage under contracts of the Buyer with third parties.

3. The above agreed limitation shall not apply to compensation for damages caused intentionally or by gross negligence or to compensation for damages arising from violation of the Buyer’s personal rights, as well as to cases where the obligation to compensate damages cannot be limited according to the wording of the Convention. No contractual penalties or other sanctions paid by the Buyer due to the acts of PBS within the warranty period shall mean any indirect consequential damage or loss under contracts of the Buyer with third parties.

**IX. WITHDRAWAL FROM THE CONTRACT**

1. The Parties may only withdraw from the Contract in cases of material breach of the Contract, or in cases explicitly specified in the Contract or herein, or in cases explicitly provided for in legal regulations. The withdrawal shall take effect as of the day of delivery of a written withdrawal notice to the other Party.

2. A material breach of the Contract shall mean, in particular, the following: (i) the Buyer is in default with any payment or invoiced sum for more than 30 days; (ii) the Buyer is in default with providing assistance of his for more than 30 days, not to disclose the Confidential Information, or the disclosure thereof is required by law or state authorities; (iii) not to use it for its own benefit or enrichment or for the benefit of a third party; (iv) the disclosure of the Confidential Information is in writing at the prior written consent of PBS for any purposes other than for which it has been provided. The Buyer shall adopt any organisational, technical and other reasonable measures to keep the Confidential Information unauthorised use, shall restrict the access to such information only to employees who need to know it in order to perform their duties, and where PBS has previously agreed in writing that the Buyer may disclose the Confidential Information to a third party, the Buyer’s obligation shall not be to maintain confidentiality to the same extent as the Buyer, and shall also ensure that a third party shall observe the confidentiality obligation under these Terms and Conditions. The breach of confidentiality by the third party to the same extent as it has been breached by the Buyer itself. In the event of a breach of the confidentiality obligation, PBS is entitled to claim a contractual penalty of CZK 100,000 from the Buyer per each breach thereof, up to a maximum of 10% of the agreed price for the performance, unless the Parties agree otherwise. The entitlement to claim damages shall not be affected by the payment of the contractual penalty.

**X. EXPORT RESTRICTIONS**

1. PBS, or an entity controlling or regulating PBS, or an entity with a controlling or regulating interest of the Czech Republic, the European Union and the United States of America, may be exposed by the United States of America, which may expose PBS or any related party to any penalties, sanctions, or actions of public authorities. In such a case, PBS is also entitled to withdraw from the Contract.

2. If it is required to allow the authorities or PBS to carry out export control, the Buyer is obliged to provide promptly upon PBS’s request any necessary assistance and any information, whether contractual or non-contractual in nature, customer description and the intended purpose of use of the subject of delivery of PBS, as well as information regarding all existing export restrictions.

3. The Buyer is obliged to notify PBS in writing of any import of the Subject of Performance to the country of origin before such import is carried out.

4. The Buyer is entitled to indemnify and hold PBS harmless from any claims, actions, penalties, costs, expenses and damages arising from or in connection with any Buyer’s breach of export control regulations.

**XI. FINAL PROVISIONS**

1. The provisions of the Contract of these Terms and Condition or is becomes invalid, unenforceable, impaired or ineffective, this will not affect the validity, enforceability and effectiveness of the remaining provisions of the Contract, unless the Parties agree otherwise. The Parties are obliged to make every effort to enter into a written amendment to the Contract by which the remaining provisions will take effect. This amendment shall be replaced with a new one that will better satisfy the initially intended purpose.

2. No content of these paper documents, any notice shall be deemed delivered once it has been accepted by the addressee, or on the third day after it has been deposited with a postal operator, even if the other Party fails to collect the document, or on the day of refusal to collect the document, or on the day of refusal to collect the document, or on the day of refusal to accept the consignment, whichever comes earlier. Email correspondence shall be deemed delivered the following day it has been sent, unless it is factually delivered earlier.

3. PBS is entitled to assign the Contract to a third party within the PBS Group without the Buyer’s written consent to the extent that the third party becomes a party to the same extent as it has been breached by the Buyer, and shall also ensure that a third party shall observe the confidentiality obligation under these Terms and Conditions. The breach of confidentiality by the third party to the same extent as it has been breached by the Buyer itself. In the event of a breach of the confidentiality obligation, PBS is entitled to claim a contractual penalty of CZK 100,000 from the Buyer per each breach thereof, up to a maximum of 10% of the agreed price for the performance, unless the Parties agree otherwise. The entitlement to claim damages shall not be affected by the payment of the contractual penalty.
4. Legal relationship of the Parties, as well as any issues regarding the validity and existence of the Contract will be governed by and construed in accordance with the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision that would cause the application of laws other than those of the State of Georgia. Application of the United Nations Convention of 11 April 1980 on the International Sale of Goods shall be excluded.

5. Waiver of any PBS’s rights or failure to exercise any rights arising from the breach of any Buyer’s obligation shall not be interpreted as a waiver of rights relating to the breach of the Contract or applicable legal regulations.

6. Any disputes, legal action or proceeding arising out of or related to the Contract that could not be settled amicably by the Parties as well as any disputes relating to the validity and effectiveness of the Contract or the matters that it contemplates will be instituted exclusively in the federal courts of the United States or the courts of the State of Georgia in each case located in the city of Atlanta and Fulton County, and each Party submits to the exclusive jurisdiction of those courts in any action or proceeding and waives any objection based on improper venue or forum non conveniens.

7. These Terms and Conditions, together with the document to which they are annexed, as well as annexes hereto, form an entire agreement and supersede any previous arrangements between the Parties regarding the subject matter of this contractual relationship. The Parties have agreed that no rights and obligations can be inferred beyond the scope of this Contract from any existing or future practice established between the Parties, or from business practices maintained in general or within the industry relating to the subject matter hereof.

In Atlanta, Nov 30, 2018