

# **General Terms and Conditions**

**STATECH s.r.o.**

**effective from 1 April 2026**

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# General Terms and Conditions

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## **(A) GENERAL PROVISIONS**

### **1. INTRODUCTORY PROVISIONS**

- 1.1. **STATECH s.r.o.**, ID No.: 274 02 975, with its registered office at Počapelská 346, 277 01 Dolní Beřkovice, registered in the Commercial Register lodged with the Municipal Court in Prague, Section C, File No. 111021 (“**STATECH**” or the “**Lessor**”), hereby issues the following General Terms and Conditions (“**GTC**”) pursuant to Section 1751 of Act No. 89/2012 Coll., the Civil Code, as amended.
- 1.2. Legal relations between STATECH and legal entities or natural persons in connection with the rental, sale or Servicing of the relevant Equipment, or during Training, are governed by the Contract and these GTC, unless stated otherwise. The provisions of these GTC (except for those excluded by their nature) shall also apply to other legal relations between STATECH and legal entities or natural persons, if these GTC are referred to in the relevant legal transaction or if they form an annex thereto.
- 1.3. These GTC form an integral part of any Contract and lay down a portion of its contents, unless the Contract specifies otherwise. Deviating terms of a Contract have priority over the terms of these GTC.
- 1.4. These GTC are split into sections (A) to (F), whereby
  - a) Sections (A) and (F) shall form part of all Contracts;
  - b) Part (B) forms part of the Contract in relation to the lease of the Equipment;
  - c) Part (C) forms part of the Contracts in relation to the provision of the Service; to avoid any doubt, it is stipulated that if the sale of the Equipment (spare parts) forms part of the Service, Part (D) of these GTC shall apply to such sale;
  - d) Part (D) forms part of the Contracts in relation to the sale of the Equipment;
  - e) Part (E) forms part of the Contracts in relation to the provision of Training; to avoid any doubt, it is agreed that where the Training includes the sale of any Equipment (e.g. personal protective equipment), Part (D) of these GTC shall apply to that sale and where the Training includes any inspection of a certain piece of Equipment, Part (C) of these GTC shall apply to that inspection,

unless otherwise stated in these GTC or in the Contract.

### **2. DEFINITIONS**

- 2.1. The definitions and other provisions in Article 2 herein apply to the entire GTC, except for those defined in other parts hereof.

**Renter or Customer** means the legal entity or natural person with whom the Contract is concluded;

**Civil Code** means Act No. 89/2012 Coll., the Civil Code, as amended;

**Theft** means the unlawful appropriation of the Equipment, especially as a result of larceny;

**Equipment** means the subject of rental, sale, Service or Training covered by the Contract, which is specified in each individual Contract;

**Framework Contract** refers to the written framework contract concluded between STATECH and the Customer, defining the rental, Service or sale of one or more pieces of Equipment, or the conclusion of Subcontracts and the terms thereof;

**Service** means repair, maintenance, inspection, installation, dismantling and other servicing of the Equipment, including the supply and installation of spare parts where required for a particular repair; the specification of all activities will be set out in each individual Contract;

**Contract** means a contract for the lease, sale or Service of the Equipment or for the provision of Training or any other contract entered into between STATECH and the Customer, whether under a Framework Contract or a single order;

**Contractual relationship** means the legal relationship between the Parties relating in particular to the rental, sale or Service of the Equipment or the provision of Training arising under the Contract;

**Training** means the provision of professional training, consultancy and certification activities, or the preparation of the necessary documents for the operation of aerial platforms; the specification of all activities will be set out in each individual Contract;

**Party** means a party to the Contract; and

**Total Damage** means damage to the Equipment that is so extensive that it can no longer be repaired, that the price of the repair would be almost as high or higher than the cost of the Equipment itself.

- 2.2. The headings used in these GTC are for convenience purposes only and have no impact on the interpretation of the provisions hereof.

### **3. CONCLUSION OF THE CONTRACT**

- 3.1. Based on the Customer's order, STATECH will send the Customer confirmation of the order representing a proposal for the conclusion of the Contract (by email is sufficient), which will contain in particular the specification of the Equipment, the amount of STATECH's remuneration (rental fee / price for Service or Training / purchase price) and any other payments

(transport, handling, materials), delivery and payment terms; in the case of rental, the rental period, the pick-up / removal point, as well as these GTC and/or a link to them.

- 3.2. Unless the Customer sends a counterproposal to STATECH in response to the draft Contract under paragraph 3.1 herein, STATECH's draft is considered accepted no later than upon acceptance of the Equipment by the Customer. The content of STATECH's draft becomes a part of the Contract. For the purposes hereof, a counter proposal is any such proposal that deviates from STATECH's original draft with respect to any addenda or deviations, but it should not fundamentally amend its conditions. The first sentence of the provisions of Section 1740 (3) of the Civil Code shall not apply.
- 3.3. Depending on the circumstances, the Contract may also be concluded during the fulfilment of the Framework Contract. In such a case, the terms of the Contractual Relationship are governed (in order of preference) by: (i) the Contract, (ii) the Framework Contract, (iii) these GTC. The Framework Contract may particularly specify a different means of concluding Subcontracts than that stated in these GTC above.

## **(B) RENTAL**

### **4. RENTAL PAYMENTS AND PAYMENT TERMS**

- 4.1. The Renter is obliged to pay the rent, the price for the transport and handling of the Equipment or any other incidental costs at the rate according to the terms of the Contractual Relationship.
- 4.2. The rental payment is calculated exclusive of any fuel used. If the Renter fails to top up the fuel tanks to their initial level by the end of the rental period, the rental payment calculation shall be amended so that the total amount of the rental payment is equal to the amount defined as the product of the difference between the original and final fuel tank levels and the given price of fuel calculated on the basis of the price list published on the STATECH website ([www.mateco.cz](http://www.mateco.cz)).
- 4.3. If the end of the operation or use of the Equipment is not reported by 3:00 pm on the previous workday, the next day (the day on which the Equipment is returned) will be charged as a rental day.
- 4.4. Invoices (tax documents) will be sent to the address of the Renter or to the email address of the Renter specified in the Contract. An invoice will be issued at the end of the rental for any rental lasting less than 30 days. Rentals of more than 30 days shall be invoiced for every 30 days of the rental and then after the end of the rental. Invoice payment terms are 14 days from the date of issue, unless STATECH and the Renter agree otherwise. With the Renter's consent (an agreement between the Parties) STATECH is entitled to send invoices by electronic mail only.
- 4.5. For the purposes of VAT, the Parties shall consider the rental of the Equipment to be a continuous rental, whereby the rental of the Equipment in every period for which invoices are issued under Article 4.4 herein (**Invoicing Period**) is considered the partial rental of the Equipment Any partial rental is considered performed on the final date of the applicable Invoicing Period.
- 4.6. Regardless of paragraph 4.4 herein, STATECH is entitled, at its own discretion, to demand payment in advance before the Equipment is handed over to the Renter on the basis of a deposit

invoice. In such case, until the Renter pays the rent on the basis of the advance invoice, STATECH is not obliged to hand over the Equipment to the Renter and the time frame for the handover of the Equipment to the Renter does not start.

## **5. ESTABLISHMENT, CHANGES AND TERMINATION OF THE RENTAL, HANDOVER AND RETURN OF THE EQUIPMENT**

- 5.1. The rental relationship is established as of the date specified in the Contract, or otherwise on the date that the Renter accepts the Equipment. STATECH will bring / deliver the Equipment to the place and on the date specified in the Contract and the Renter is obliged to accept the Equipment on that date.
- 5.2. STATECH and the Renter, or their authorised representatives, shall confirm the condition and configuration of the Equipment and the date and time the Equipment was accepted and returned by signing the handover certificate for the Equipment. The Renter is obliged to ensure that persons authorised (appointed) for this purpose are present at the place and on the date the Equipment is handed over and accepted. It is considered that the person who signed the handover report on behalf of the Renter and/or otherwise dealt with STATECH regarding the handover and acceptance of the Equipment has been duly authorised (appointed) to do so by the Renter. The Renter cannot raise an objection against STATECH claiming that such a person was not duly authorised (appointed), unless this must have been clear beyond all doubt to STATECH, taking account of all the circumstances and while exercising due diligence. Nevertheless, an employee of the Renter will always be considered an authorised representative.
- 5.3. STATECH must be informed of any delay or early termination of the rental of the Equipment, at least two days before the rental is due or proposed to end. This notification shall be in writing and delivered to STATECH within the time limit specified in the preceding sentence.
- 5.4. An order may be cancelled only by 4:00 p.m. on the working day before the rental date and such a cancellation must be issued in writing (e.g. by email); STATECH is entitled to charge a cancellation fee (contractual penalty) of CZK 2,000 for the cancellation of an order after 4:00 p.m. on the working day before the rental date. If the Renter fails to comply with its obligations relating to the handover and acceptance of the Equipment or otherwise impedes the handover of the Equipment at the place and time specified in the Contract, the Renter is obliged to reimburse STATECH for the costs at the daily rental rate for each day that the handover is delayed and for the costs of the futile transport of the Equipment to the handover site. The Renter is obliged to return the Equipment to STATECH at the place and time specified in the Contract.
- 5.5. The Equipment is prepared / returned exclusively to / from a location that is accessible for the transporting vehicle and safe for loading and unloading the Equipment. The Renter is obliged to take and return the Equipment to and from the place where it is used. If there is a delay in the delivery of the Equipment during transport or unloading for reasons attributable to the Renter, the Renter shall be charged an additional fee of CZK 400 per quarter hour. The same applies to any delay in collecting the Equipment during transport or loading, especially as a result of the Renter failing to present the Equipment at the loading site, depleted batteries or empty fuel tanks. The same also applies if there is a delay in picking up the Equipment due to damage to the Equipment that was not reported in advance by the Renter and the defect prevents the Equipment from being loaded.

- 5.6. The rental ends when the Equipment (including all accessories) is handed back to STATECH. The Renter shall provide STATECH with all the cooperation necessary for the return of the Equipment, including ensuring that authorised representatives are present upon the handover of the Equipment back to STATECH, the inspection thereof and the signature of the handover report, while the provisions of paragraph 5.2 shall apply mutatis mutandis. By signing the handover report the Parties particularly confirm that the final state of the Equipment matches the state of the Equipment when it was accepted by the Renter (taking account of normal wear and tear resulting from normal use), or will state any deviations from that state in the report. In the event of any deviations pursuant to the previous sentence (particularly if the Equipment is damaged), STATECH is explicitly entitled to take photographs of the Equipment and the Renter is obliged to provide STATECH with all the cooperation necessary for this purpose. For the purposes of this provision the Parties have explicitly agreed that the Equipment is considered duly returned when it is handed back to STATECH, particularly including the controller. If the Equipment is returned without the controller, STATECH has the right to claim payment of the rental fee until the controller is returned, including if the Equipment has already been returned including the other accessories.
- 5.7. Unless agreed otherwise, the Renter is obliged to inform STATECH of the date and place for the return of the Equipment adequately in advance (at least 2 working days beforehand), via the telephone and/or email contact details listed on the STATECH website ([www.mateco.cz](http://www.mateco.cz)).
- 5.8. The rental period does not include periods when the Equipment is out of service due to technical malfunctions. This does not apply if such malfunction was the result of improper maintenance or use by the Renter's personnel or other reasons attributable to the Renter. The Renter has no right to any discount from the rental payment, nor does it have the right to give notice to the Contract as a result of any such malfunctions as defined above.
- 5.9. In exceptional cases and solely with the agreement of STATECH the (original) Renter may pass on the Equipment directly to a third party – a new Renter. In such a case, the new Renter and the original Renter are jointly and severally liable for the final state of the Equipment when it is subsequently returned to STATECH (including the amount of fuel in the tank).
- 5.10. If the Renter or a representative authorised or appointed by the Renter is not present when the Equipment is returned to STATECH, either due to a breach of the Renter's obligations or as agreed by the Parties, STATECH is entitled to collect and take away the Equipment itself. In such a case the rental ends no later than when the Equipment is taken by STATECH in accordance with the previous sentence. However, the situation described in this paragraph, or the fact that the Renter has failed to sign the handover report, does not exempt the Renter from its obligations, nor does it limit those obligations in any way.

## **6. DUTIES OF THE PARTIES**

- 6.1. STATECH is obliged to hand over the Equipment to the Renter in good technical condition and at the date, time and place specified in the Contract.
- 6.2. For rentals of Equipment without operators, the Renter is obliged to ensure that the Equipment is used in accordance with the user manual and the valid ČSN ISO 18893, standard, if relevant. The Renter undertakes to secure qualified operators for the Equipment who possess the required

written authorisation (operator licences) and who will follow the safety regulations defined for the use of the Equipment and who are trained to work on the Equipment.

- 6.3. When renting the Equipment with an operator provided by the Lessor, the Renter's employees are obliged to follow the operator's instructions, to familiarise themselves with the Equipment instruction manual and the relevant technical regulations and to sign the "Safety Instruction for the Use of Mobile Aerial Work Platforms with an Operator". In particular, the Renter's employees are obliged: (i) to wear a full-body safety harness while operating the Equipment and keep it on at all times while operating the Equipment, (ii) not to exit the Equipment basket without securing it, (iii) not to operate the Equipment without proper authorisation in accordance with ISO 18878, and (iv) follow the operator's instructions when operating the Equipment. In the event that the Renter or any of the Renter's employees fail to follow the instruction manual, the above safety guidelines or the operator's instructions, the Lessor and Renter agree that Lessor shall not be liable for any liability arising therefrom. The operator is entitled to refuse to operate the Equipment, without prejudice to the Lessor's right to claim remuneration for the operation of the Equipment, in the event that the Renter's employees who work or are to work with the Equipment refuse to sign the "Safety Instruction for the Use of Mobile Aerial Work Platforms with an Operator".
- 6.4. The Equipment may only be used for its intended purpose. Any use of the Equipment to lift loads or to pull wiring or cables is prohibited. The Renter is obliged to allow STATECH's authorised representatives to access the Equipment at any time for the purposes of ensuring that the Equipment is used under the terms of the Contract and these GTC.
- 6.5. The Renter is obliged to follow all the instructions stated on the Equipment itself and in the user manual, and particularly (if relevant) must regularly charge electric-drive Equipment at least once daily for every full shift, daily check and top up the distilled water in the battery cells (in the starting batteries for diesel-powered equipment), top up diesel fuel (use of any biofuel is prohibited), check and monitor any leaks (especially hydraulic fluid) and check the tightness of wheel lugs and the functionality of all safety elements on a daily basis. The Renter shall record all operating data, inspection and maintenance information in the Lifting Equipment Log.
- 6.6. The Renter shall secure, at its own expense, any special permits required for the use of the Equipment, including those to close and occupy streets and public areas.
- 6.7. The Renter may not sublet the Equipment to any third party without STATECH's prior written consent.
- 6.8. The Renter is obliged to maintain the Equipment in operable condition, and protect it from soiling, damage, excessive wear and tear, theft or destruction. All responsibility for the operation of the Equipment is transferred to the Renter upon signature of the handover certificate by the Renter or its authorised representative. If soiled, the Equipment will be cleaned at the Renter's expense. The Lessor shall hand over the Equipment to the Renter clean and with fully charged batteries. As part of the preparation of the machine before handing it over for rental, the Lessor charges the Renter a flat fee for "washing the machine" and "charging the machine" according to the Lessor's price list, for each piece of Equipment separately.
- 6.9. The Renter is obliged to immediately notify STATECH of any malfunctions and the need for repairs outside the framework of standard maintenance on the Equipment and in such a case

shall immediately remove the Equipment from service and may not conduct any repairs on the Equipment without STATECH's consent. STATECH is obliged to ensure that the Equipment is restored to an operational condition without undue delay. The Renter shall cover all costs associated with repairs, unless the malfunction was demonstrably not the result of reasons attributable to the Renter. In the event of any doubt, STATECH shall issue an opinion as to whether the Renter is responsible for the malfunction or not.

- 6.10. The Renter shall sufficiently cover and protect the Equipment when used for any rough work activities. This primarily applies to painting, welding and cleaning work that involves acids. The Renter acknowledges that contamination caused by exposure to construction chemicals, paint, concrete or similar materials is not covered by the damage reduction surcharge as per Annex 1 to these GTC. Work involving sandblasting or other media blasting processes is prohibited. The Renter shall cover all costs of cleaning the Equipment in full as a result of any breach of the obligations laid down in this paragraph. The Renter shall pay for the repair of any damaged controls on the Equipment or pay for a new controller if the original one is lost.
- 6.11. The Renter shall store all controls in a safe place outside of business hours. The Renter shall report the theft of a controller to STATECH and the Czech police. The Renter shall compensate STATECH in full for any losses incurred by theft or damage to a controller.
- 6.12. The Renter is liable for damage caused by use on unsuitable terrain, insufficient bearing substrates and use of the Equipment in breach of the technical parameters specified on the Equipment's nameplate and the provided instruction manual.
- 6.13. If the Renter transports the Equipment by itself, it shall report any road accidents to the police and to STATECH. The Renter is liable for any damage to the Equipment occurring as a result of such an accident.
- 6.14. The Renter is liable for any damage caused by the Equipment and to the Equipment resulting from unprofessional use or for any other reason attributable to the Renter. The Renter is likewise responsible for the loss or Theft of the Equipment (or part thereof) and shall immediately report any such incidents to STATECH and to the police. To clarify, STATECH shall issue an opinion as to whether unprofessional use or any other reason attributable to the Renter is at fault.
- 6.15. The Renter is also responsible for damage to the Equipment resulting from the actions of third parties or events independent of the will of the Renter and is obliged to compensate STATECH for all such damages in full. This has no prejudice on the Renter's right to seek satisfaction of its third-party damage liability claims.
- 6.16. If STATECH violates its duties under the Contract, the GTC or an applicable regulation and this directly incurs damages to the Renter, the Renter is entitled to claim compensation from STATECH up to the amount of the Renter's payment under the Contract.
- 6.17. STATECH may charge the Renter for all costs of repairing damage to the Equipment (except damages for which the Renter is not liable under the Contract) by issuing an invoice after the repairs are complete, payable within 14 days of issue. The Renter undertakes to pay all outstanding amounts under STATECH's invoices within the defined payment term.

- 6.18. The Renter is not entitled to use the Equipment as a lien or otherwise establish a pledge or other right of use in favour of a third party or otherwise use the Equipment to secure its liabilities. The Renter is not entitled to make any modifications to the Equipment (with the exception of its normal use under the Contract) without the prior written consent of STATECH.
- 6.19. If any damage occurs to the Equipment, the Renter is obliged to immediately take photographs of the damage after it occurs or is identified and then report the damage immediately to STATECH and send the completed damage report, including photographs, to STATECH within 48 hours at the latest, by email to: [servis@statech.cz](mailto:servis@statech.cz).

## **(C) SERVICE**

### **7. PRICE OF SERVICE AND PAYMENT TERMS**

- 7.1. The Customer shall pay STATECH the price of the Service according to the price list published on the STATECH website ([www.statech.cz](http://www.statech.cz)) valid and effective upon conclusion of the Contract, as well as the price for materials and spare parts, unless otherwise agreed in the Contract. Transportation to the Service site is included in the price of the Service, unless otherwise agreed in the Contract.
- 7.2. If STATECH determines that the agreed price of the Service will have to be exceeded, it shall notify the Customer in writing (by email is sufficient) without undue delay, stating the reasons for the price increase. The Customer may withdraw from the Contract in writing if the resulting price of the Service is more than 10% higher, no later than 2 working days after being notified of the increase in the price of the Service. Otherwise, the Customer agrees to the price increase. However, the Customer is always obliged to pay a part of the agreed price corresponding to the part of the Service performed.
- 7.3. Invoices (tax documents) will be sent to the Customer's address or to the Customer's email address specified in the Contract. The invoice will always be issued on the date the Service is provided (except for advance invoices). Invoices are due within 14 days of issue, unless a different due date is agreed in the order confirmation or the Contract. With the Customer's consent (an agreement between the Parties) STATECH is entitled to send invoices by electronic mail only.
- 7.4. Regardless of paragraph 7.3 herein, STATECH is entitled, at its own discretion, to require payment on the basis of an advance invoice before commencing the provision of the Service. In such a case, until the Customer pays the price for the Service on the basis of the advance invoice, STATECH is not obliged to start providing the Service to the Customer and the time frame for the provision of the Service to the Customer does not start.
- 7.5. Any claims made by the Customer for defects in the Service shall not constitute grounds exempting the Customer from paying the price for the Service or any part thereof. The application of Section 2108 of the Civil Code is excluded.

### **8. DUTIES OF THE PARTIES**

- 8.1. STATECH is obliged to perform the Service properly, on time and to a proper standard in accordance with applicable laws, technical standards and work safety standards.

- 8.2. STATECH shall ensure that all personnel who perform the Service for the Customer under the Contract are professionally trained and have the certifications and authorisations stipulated by the applicable laws and relevant technical standards. STATECH is entitled to provide the Service to the Customer through third parties.
- 8.3. STATECH shall be liable for any damage caused to the Equipment during the provision of the Service from the date of its acceptance by STATECH until the date the Equipment is returned to the Customer, only if the damage was caused by STATECH's negligence or as a result of STATECH's breach of the Contract.
- 8.4. STATECH is entitled to provide the Service to the Customer in partial deliveries, and is also entitled to perform the Service for the Customer before and after the period of performance specified in the Contract. The Customer is obliged to accept partial performance as well as performance before and after the delivery time.
- 8.5. The Customer is obliged to ensure that the Equipment to be serviced is available at the place and on the date specified in the Contract and in a condition enabling the Service to be performed.
- 8.6. The Customer is obliged to ensure that STATECH personnel have access to the Equipment and the proper working conditions necessary for the performance of the Service, in particular to supply electricity, fuel (petrol, diesel) and other resources necessary for the performance of the Service.
- 8.7. The Customer shall immediately inform STATECH of any specific requirements or limitations that could affect the provision of the Service to the Customer (e.g. safety measures, specific working environment, etc.).
- 8.8. The Customer is obliged to provide, upon STATECH's request, all documents necessary for the provision of the Service under the Contract and to provide STATECH with all other necessary assistance for this purpose.
- 8.9. In the event that the Customer is delayed in fulfilling its obligations under paragraph 8.8 above, STATECH shall be entitled to suspend the provision of the Service for the duration of the Customer's delay or not to commence the provision of the Service at all. The Service provision period shall be extended by the duration of the Customer's delay under this paragraph.
- 8.10. STATECH is obliged to inform the Customer of all facts that occur during preparation for the performance of the Service and that could affect the provision of the Service and the use of the serviced / repaired Equipment.
- 9. HANDOVER AND ACCEPTANCE OF THE EQUIPMENT, TRANSFER OF THE RISK OF DAMAGE TO THE EQUIPMENT, TRANSFER OF OWNERSHIP OF SPARE PARTS**
- 9.1. The Customer will bring / deliver the Equipment to the place specified in the Contract by 3:00 p.m. on the specified date and STATECH is obliged to accept the Equipment on that date for the provision of the Service.

- 9.2. STATECH and the Customer, or their authorised representatives, shall confirm the condition and configuration of the Equipment and the date and time the Equipment was accepted and returned by signing the handover certificate for the Equipment. The Customer is obliged to ensure that persons authorised (appointed) for this purpose are present at the place and on the date the Equipment is handed over and accepted. It is considered that the person who signed the handover report on behalf of the Customer and/or otherwise dealt with STATECH regarding the handover and acceptance of the Equipment has been duly authorised (appointed) to do so by the Customer. The Customer cannot file an objection against STATECH claiming that such a person was not duly authorised (appointed), unless this must have been clear beyond all doubt to STATECH, taking account of all the circumstances and while exercising due diligence. Nevertheless, an employee of the Customer will always be considered an authorised representative.
- 9.3. The Service may be cancelled only by 3:00 p.m. on the working day before the Service date and such cancellation must be issued in writing (e.g. by email); STATECH is entitled to charge a cancellation fee (contractual penalty) of CZK 2,000 for the cancellation of the Service after 3:00 p.m. on the working day before the Service date.
- 9.4. STATECH is obliged to perform the Service and return the Equipment to the Customer at the place and time specified in the Contract. STATECH will prepare a written report on the performance of the Service and the return of the Equipment to the Customer, to be signed by both Parties. By signing the handover report, the Parties shall confirm in particular the extent and correctness of the performed Service, or indicate in the report the defects of the provided Service and/or any incomplete work, while the provisions of paragraph 9.2 above shall apply *mutatis mutandis*. In the event of any defects and/or incomplete work pursuant to the previous sentence, STATECH is explicitly entitled to take photographs of the Equipment and the Customer is obliged to provide STATECH with all the cooperation necessary for this purpose. The Customer shall provide STATECH with all cooperation necessary to return the Equipment to the Customer, including ensuring authorised representatives are present upon the handover and inspection of the Equipment and signature of the handover report. In the event that the Customer fails to sign the handover report by the agreed deadline, the Customer shall be deemed to have taken back the Equipment from STATECH without reservation.
- 9.5. The risk of damage to the Equipment passes back to the Customer upon acceptance of the Equipment after the Service has been performed. In the event that the Customer is delayed in taking delivery of the Equipment, the risk of damage to the Equipment shall pass to the Customer on the first day of delay. In this case, the Customer agrees that STATECH is entitled to leave the Equipment at the Service site at the Customer's expense and responsibility. However, the situation described in this paragraph, or the fact that the Customer has failed to sign the handover report, does not exempt the Customer from its obligations, nor does it limit those obligations in any way.
- 9.6. The Customer shall not be entitled to refuse to accept the Equipment due to the existence of minor or insignificant defects or incomplete work or other defects that do not affect the functionality of the Equipment.

9.7. The Customer acquires the ownership right to the spare parts used for the Service under the Contract only after payment of the full price for the Service under the Contract. Until the ownership of the spare parts used for the Service is transferred to the Customer, the Customer is the custodian of these parts.

## **10. QUALITY WARRANTY AND LIABILITY FOR DEFECTS**

10.1. STATECH provides a 6-month quality warranty for the Service, both for the work performed and for spare parts. The warranty shall commence from the date the Equipment is handed back to the Customer.

10.2. The warranty according to paragraph 10.1 of these GTC does not apply to defects that are caused by:

- a) failure to follow the operating instructions;
- b) unprofessional intervention, external influences (electrical faults, natural disasters, etc.);
- c) careless handling (falls, impacts, short-circuits, etc.);
- d) in the case of batteries: the electrolyte freezing due to an insufficiently charged battery, leaving the battery in a discharged state or frequent deep discharges below a given threshold;
- e) use of the Equipment or any part thereof contrary to the manufacturer's instructions.

10.3. During the warranty period, the Customer is obliged to have the Equipment serviced only through STATECH, otherwise the warranty will expire. The same shall apply if the Equipment is not used professionally and under normal operating conditions and in compliance with all operating regulations or special instructions of STATECH or if the defect was caused by the Customer or resulted from an accident.

10.4. The Customer is obliged to thoroughly inspect the delivered serviced/repaired Equipment and notify STATECH of any defects without undue delay after having had the opportunity to discover the defect, but no later than within 14 days, otherwise the Customer loses the right to file a claim against defective performance in court. The Customer is also obliged to provide STATECH with assistance in exercising its rights under defective performance, in particular to provide all information regarding defects in the Service and to allow access to the claimed serviced/repaired Equipment.

10.5. The Customer's rights under the defective performance shall lapse if the defect has not been detected within 6 months from the delivery of the serviced/repaired Equipment.

10.6. If STATECH remedies the defects in the serviced/repaired Equipment by the deadline set out in the Contract or by the deadline subsequently agreed by the Parties in relation to partial defects, the Customer shall not be entitled to claim compensation for any damages the Customer may have incurred through the performance of the defective Service.

## **(D) SALES**

### **11. PURCHASE PRICE AND PAYMENT TERMS**

- 11.1. The Customer is obliged to pay STATECH the purchase price for the delivery of the Equipment as per the Contract. Transportation of the Equipment to the Customer, the cost of packaging, pallets, certification and insurance of the shipment are not included in the purchase price and are charged separately, unless otherwise agreed in the Contract.
- 11.2. Invoices (tax documents) will be sent to the Customer's address or to the Customer's email address specified in the Contract. The invoice will always be issued on the date the Equipment is delivered (except for advance invoices). Invoices are due within 14 days of issue, unless a different due date is agreed in the order confirmation or the Contract. With the Customer's consent (an agreement between the Parties) STATECH is entitled to send invoices by electronic mail only.
- 11.3. Regardless of paragraph 11.2 herein, STATECH is entitled, at its own discretion, to require payment on the basis of an advance invoice before delivering the Equipment. In such a case, until the Customer pays the purchase price or part thereof on the basis of the advance invoice, STATECH is not obliged to deliver the Equipment to the Customer and the time frame for performance to the Customer does not start.
- 11.4. The Customer is obliged to pay the purchase price specified in the Contract regardless of the invoice, which is only a tax document and does not affect the right to claim payment of the purchase price. For the purposes of these GTC and the Contract, payment means the moment the relevant funds are credited to the STATECH account.
- 11.5. Any claims made by the Customer for defects in the Equipment shall not constitute grounds exempting the Customer from paying the purchase price or any part thereof. The application of Section 2108 of the Civil Code is excluded.
- 11.6. The Customer is entitled to withdraw from the Contract in writing without stating any reason in the following cases and under the following conditions:
  - a) within 14 days from the date of conclusion of the Contract, if no advance invoice has been issued in accordance with these GTC and/or the Contract, provided that the notice of withdrawal is delivered to STATECH within this period; and/or
  - b) within 14 days from the date of payment of the advance for the purchase price of the Equipment pursuant to an advance invoice issued in accordance with these GTC and/or the Contract, provided that the notice of withdrawal is delivered to STATECH within this period.
- 11.7. In the event of withdrawal from the Contract pursuant to Clause 11.6 of these GTC, the Customer shall pay STATECH a contractual penalty - cancellation fee (i) in the amount of 30% of the agreed purchase price for the delivery of the Equipment under the Contract including VAT, if no advance invoice has been issued in accordance with these GTC and/or the Contract, or (ii) in the amount of the advance for the purchase price of the Equipment pursuant to the advance invoice issued in accordance with these GTC and/or the Contract. The contractual penalty under this clause shall become payable on the 30th day after the Customer's withdrawal has been delivered to STATECH.

- 11.8. As of the date of proper delivery of the Customer's withdrawal pursuant to Clause 11.6 of these GTC, the Customer's claim for reimbursement of the purchase price paid for the delivery of the Equipment under the Contract, or part thereof, including any VAT, shall become due on the 30th day after delivery of such withdrawal, provided that the Customer is entitled to such claim. In the event of withdrawal from the Contract pursuant to Clause 11.6 of these GTC, the claim for reimbursement of the purchase price for the delivery of the Equipment, or part thereof, under the Contract including VAT and the contractual penalty under Clause 11.7 of these GTC shall be set off against each other on the 30th day after delivery of the withdrawal pursuant to Clause 11.6 of these GTC. In other words, STATECH is entitled to retain the purchase price paid for the delivery of the Equipment under the Contract, or part thereof, including any VAT.

## **12. COOPERATION BETWEEN THE PARTIES**

- 12.1. The Customer is obliged to provide, upon STATECH's request, all documents necessary for the delivery of the Equipment under the Contract and to provide STATECH with all other necessary assistance for this purpose.
- 12.2. In the event that the Customer is delayed in fulfilling its obligations under paragraph 12.1 above, STATECH shall be entitled to suspend the commencement of production and/or delivery of the Equipment for the duration of the Customer's delay. The delivery term for the Equipment shall be extended by the duration of the Customer's delay under this paragraph.
- 12.3. STATECH is obliged to inform the Customer of all facts that occur during preparation for performance and that could affect the quality or use of the Equipment.

## **13. DELIVERY TERMS, TRANSFER OF TITLE AND RISK OF DAMAGE TO THE EQUIPMENT**

- 13.1. STATECH shall deliver the Equipment to the Customer in accordance with the Contract. The delivery date of the Equipment specified in the Contract may be changed by STATECH in the following cases:
- a) following a failure in the supply of raw materials needed for the production of the Equipment, or
  - b) as a result of failure to deliver the Equipment or any part thereof to STATECH by the manufacturer and/or supplier or other third party within the expected time.

STATECH shall always notify the Customer in advance of such change, and the Customer hereby agrees to the possibility of a unilateral change of the delivery date of the Equipment under the above conditions.

- 13.2. STATECH's failure to deliver the Equipment shall not affect the Contract; STATECH's obligation to deliver the Equipment and the Customer's obligation to pay the purchase price shall continue to apply. The parties expressly exclude application of the provisions of Section 1980 of the Civil Code.
- 13.3. The Equipment must be packed or be ready for shipment in accordance with the Contract. STATECH shall arrange for the transport of the Equipment to the Customer in accordance with

the terms and conditions set out in the Contract, either itself or using a third party. If the Contract does not expressly provide for this condition, STATECH shall have the right to choose.

- 13.4. The Customer is obliged to inform STATECH of any damage to the Equipment during transportation no later than the next working day following receipt of the Equipment from the carrier.
- 13.5. STATECH is entitled to perform its obligations to the Customer in partial deliveries, and is also entitled to perform its obligations to the Customer before and after the delivery date specified in the Contract. The Customer is obliged to accept partial performance as well as performance before and after the delivery time.
- 13.6. Unless otherwise agreed in the Contract, STATECH is obliged to deliver the Equipment to the Customer, together with the relevant documents (in particular the delivery note), at its registered office. In this case, the Equipment shall be deemed to have been delivered at the moment when STATECH enables the Customer to handle the Equipment at its premises.
- 13.7. The Customer is obliged to take delivery of the Equipment. Any defects in the Equipment found upon acceptance shall be remedied by STATECH within the time limits agreed with the Customer. The Customer shall not be entitled to refuse to accept the Equipment due to the existence of minor or insignificant defects or incomplete work or other defects that do not affect the functionality of the Equipment. If the Customer refuses to take delivery of the Equipment or fails to take delivery of the Equipment, STATECH shall be entitled to store the Equipment at the Customer's expense and for each day that the Customer is in default in accepting the Equipment, STATECH shall be entitled to charge the Customer a storage fee of CZK 100 (EUR 3.5) per day.
- 13.8. The Parties may agree that STATECH will arrange for the Equipment to be shipped to the Customer's registered office or to the address specified in the Contract. In such a case, the Equipment shall be deemed to have been delivered to the Customer on the date the Equipment is handed over to the first carrier for transport for the Customer.
- 13.9. The Customer acquires ownership of the Equipment upon payment of the full purchase price. Until it acquires ownership of the Equipment, the Customer is in the capacity of a custodian in relation to the Equipment.
- 13.10. The risk of damage to the Equipment passes to the Customer upon the handover and acceptance of the Equipment.

#### **14. QUALITY WARRANTY AND LIABILITY FOR DEFECTS**

- 14.1. This article 14 does not apply to the sale of spare parts, but the provisions of article 10 do apply (quality warranty and liability for defects with in Service).
- 14.2. STATECH provides the Customer with a warranty on the quality of the Equipment and is liable for defects in the Equipment under the terms agreed in the Contract, otherwise according to the relevant provisions of the Civil Code.

- 14.3. The Customer is obliged to thoroughly inspect the delivered Equipment and notify STATECH of any defects without undue delay after having had the opportunity to discover the defect, but no later than within 14 days, otherwise the Customer loses the right to file a claim against defective performance in court. The Customer is also obliged to provide STATECH with assistance in exercising its rights under defective performance, in particular to provide all information regarding defects in the Equipment and to allow access to the claimed Equipment.
- 14.4. The Customer's rights under the defective performance shall lapse if the defect has not been detected within 12 months of the delivery of the Equipment.
- 14.5. In the case of a used piece of Equipment, the Customer's rights under defective performance shall lapse if the defect has not been detected within 6 months of the delivery of the Equipment. Used Equipment within the meaning of this clause means a piece of Equipment that is not new and has been previously used by STATECH and/or a third party, unpacked, unboxed and/or returned from another Customer or other third party.
- 14.6. If STATECH remedies the defects in the Equipment by the deadline set out in the Contract or by the deadline subsequently agreed by the Parties in relation to partial defects, the Customer shall not be entitled to claim compensation for any damages the Customer may have incurred through the delivery of the defective Equipment.
- 14.7. During the warranty period, the Customer is obliged to have the Equipment serviced only through STATECH, otherwise the warranty will expire. The same shall apply if the Equipment is not used professionally and under normal operating conditions and in compliance with all operating regulations or special instructions of STATECH or if the defect was caused by the Customer or resulted from an accident.

## **(E) TRAINING**

### **15. PURCHASE PRICE AND PAYMENT TERMS**

- 15.1. The Customer shall pay STATECH the price for the provision of the Training according to the price list published on the STATECH website ([www.mateco.cz](http://www.mateco.cz)) valid and effective upon conclusion of the Contract, unless otherwise agreed in the Contract.
- 15.2. Invoices (tax documents) will be sent to the Customer's address or to the Customer's email address specified in the Contract. The invoice will always be issued on the date the Equipment is delivered (except for advance invoices). Invoices are due within 14 days of issue, unless a different due date is agreed in the order confirmation or the Contract. With the Customer's consent (an agreement between the Parties) STATECH is entitled to send invoices by electronic mail only.
- 15.3. Regardless of paragraph 15.2 herein, STATECH is entitled, at its own discretion, to require payment on the basis of an advance invoice before providing the Training. In such a case, until the Customer pays the purchase price or part thereof on the basis of the advance invoice, STATECH is not obliged to provide the Customer with Training and the time frame for performance to the Customer does not start.

- 15.4. The Customer is obliged to pay the price for the Training specified in the Contract regardless of the invoice, which is only a tax document and does not affect the right to claim payment of the price for the Training. For the purposes of these GTC and the Contract, payment means the moment the relevant funds are credited to the STATECH account.
- 15.5. Any claims made by the Customer for defects in the Equipment shall not constitute grounds exempting the Customer from paying the purchase price or any part thereof. The application of Section 2108 of the Civil Code is excluded.

## **16. CANCELLATION**

- 16.1. The Customer may cancel an order for Training in writing (e.g. by email), with the notice delivered to STATECH no later than 5 working days before the Training date under the Contract. If a Training order is cancelled within 2 to 4 working days before the agreed Training date, STATECH is entitled to request the Customer to pay a cancellation fee (contractual penalty) of 50% of the total price for the Training according to the Contract. If a Training order is cancelled 1 working day or less before the Training date, STATECH is entitled to request the Customer to pay a cancellation fee (contractual penalty) of 100% of the total price for the Training according to the Contract.

## **17. OBLIGATIONS OF THE PARTIES DURING TRAINING**

- 17.1. STATECH is obliged to conduct the Training properly, on time and in accordance with the applicable laws, technical standards and occupational safety standards.
- 17.2. STATECH shall ensure that all personnel who perform the Training for the Customer under the Contract are professionally trained and have the relevant certifications and authorisations stipulated by the applicable laws and relevant technical standards. STATECH is entitled to provide the Training to the Customer through third parties.
- 17.3. The Customer is obliged to provide, upon STATECH's request, all documents necessary for the performance of the Training under the Contract and to provide STATECH with all other necessary assistance for this purpose.
- 17.4. In the event that the Customer is delayed in fulfilling its obligations under paragraph 17.3 above, STATECH shall be entitled to suspend the provision of the Training for the duration of the Customer's delay. The time for the provision of the Training shall be extended by the duration of the Customer's delay under this paragraph.
- 17.5. The Customer is obliged to ensure that only medically fit persons over 18 years of age attend the Training.
- 17.6. STATECH is obliged to inform the Customer of all facts that occur during preparation for performance and that could affect the provision of the Training.
- 17.7. STATECH will provide the Customer and/or its employees with a certificate confirming completion of the Training and/or other certificates, attendance sheet or personal passes, to be specified in the Contract, after the Training has been completed. The validity of the relevant

certificates and/or other certificates, confirmations and personal passes is governed by Government Regulation No. 193/2022 Coll. on dedicated technical lifting equipment and requirements to ensure its safety. The validity of training for which no validity is established by law is governed by the employer's decision.

## **(F) COMMON PROVISIONS**

### **18. TERMINATION OF THE CONTRACT**

- 18.1. In addition to the other cases in which the Contract is terminated under these GTC, STATECH may also withdraw from the Contract with effect from the moment the notice of withdrawal is delivered to the Customer, if:
- a) The Customer materially breaches any of its obligations, in particular if it is in default for at least 5 days in the payment of the remuneration or part thereof to STATECH according to the Contract (rent / price for the Service or Training / purchase price) or other payment according to the Contract, whereby the provisions of Section 2133 of the Civil Code shall not apply;
  - b) a final decision is issued declaring the Customer bankrupt within the meaning of Act No. 182/2006 Coll., the Insolvency Act, as amended, or an insolvency petition is filed against the Customer;
  - c) the Customer enters into liquidation;
  - d) there is no one (an executive, agent, etc.) fully authorised to represent the Customer (a legal entity) for at least 14 days;
  - e) The Customer transfers the Equipment to a third party before full payment of the purchase price; or
  - f) Theft of the Equipment or Total Damage to the Equipment occurs during the course of the rental period.
- 18.2. The Customer shall deliver the Equipment, if it is owned by STATECH or STATECH has the right to use and/or benefit from it, promptly upon termination of the Contract or at such other date and time as specified by STATECH. The Customer may not use the Equipment during the period from the termination of the Contract to the date the Equipment is returned to STATECH and must properly care for and manage the Equipment on STATECH's behalf and refrain from any action that would hinder the timely return of the Equipment to STATECH. The provisions of paragraph 5.6 of these GTC shall apply *mutatis mutandis*.
- 18.3. STATECH is entitled to withdraw from the Contract even partially. If performance is provided in partial deliveries, STATECH is entitled to choose whether to withdraw from the Contract only with respect to the unfulfilled remainder of the performance or with respect to the entire performance. In the case of progressive partial performance, STATECH is entitled to choose whether to withdraw from the Contract only with future effects or whether to withdraw from the entire performance.

- 18.4. Notice of withdrawal from the Contract must be issued in writing and shall take effect on the day following the date on which the notice of withdrawal of one Party is delivered to the other Party. In the event of doubt, the withdrawal shall be deemed to have been received by the Party concerned on the third day following its dispatch by the withdrawing Party.
- 18.5. In the event of Theft of Equipment owned by STATECH or Total Damage to the Equipment the Customer (in addition to any of its other obligations) is also explicitly obliged to compensate STATECH for any lost profit. The Parties have explicitly agreed that for the purposes of this Article the term lost profit shall also include hypothetical lost profit, i.e. profit that STATECH would have made if it had been able to further dispose of (rent, sell) the relevant Equipment if such Theft or Total Damage had not occurred. Such lost profit will be calculated on the basis of the usual profit previously made by STATECH through the rental of the relevant Equipment. The Customer explicitly agrees to this obligation and the method used to calculate lost profit as specified in this provision.
- 18.6. In the event that a Contract or Framework Contract was concluded between the Parties for a period of more than 1 year and that Contract (Framework Contract) is terminated prematurely, either as a result of a breach of obligations on the part of the Customer or otherwise, the Customer undertakes to pay STATECH compensation for the premature termination of the Contract (Framework Contract) at the amount of 25% of the sum total of the remaining payments owed to STATECH by the Customer under the relevant Contractual Relationship if the Contract (Framework Contract) had not been terminated prematurely.

## **19. PENALTIES AND RELATED PROVISIONS**

- 19.1. If the Customer is in default with the payment of an invoice, it undertakes to pay STATECH a contractual penalty amounting to 0.1% of the sum owed for each day of default.
- 19.2. If the Customer is in default with the payment of an invoice, STATECH and the Customer agree on default interest amounting to 0.05% of the outstanding amount for each day of default.
- 19.3. In the event of a breach of the obligation under Article 5.6 of these GTC, the Renter is obliged to pay STATECH a contractual penalty amounting to CZK 50,000 for each individual breach.
- 19.4. In the event of a breach of the Renter's obligations under Article 18.2 of these GTC, the Customer is obliged to pay STATECH a contractual penalty amounting to CZK 50,000 for each individual breach.
- 19.5. The payment of such contractual penalties does not affect STATECH's right to claim full compensation for any damages resulting from such a breach.
- 19.6. In the event that the Parties agree on a repayment calendar for the sums owed, in addition to the relevant repayments the Customer undertakes to pay STATECH contractual interest on the sums owed until those sums have been paid in full, at the current rate specified for interest on arrears by the applicable regulations.
- 19.7. The Parties have agreed and explicitly declare that STATECH is entitled to check the Customer's ability to fulfil the obligations stipulated under the Contract, particularly the ability to pay STATECH's remuneration (the rental payments / the price for the Service or Training / the purchase price) and all other related payments (**creditworthiness**), while the Customer

undertakes to provide STATECH with all the necessary cooperation for this purpose. STATECH has the right to request accounting documents from the Customer for the entire duration of the Contractual Relationship and if it finds during the creditworthiness check that the Customer has concealed any fundamental information that could indicate its inability to pay STATECH's remuneration (the rental payments / the price for the Service or Training / the purchase price) or other payments, STATECH is entitled to withdraw from the Contract. If the Customer is a client of the mateco group, it grants its consents to enable STATECH to obtain the necessary documentation from those companies for the purposes of the creditworthiness check.

- 19.8. The parties have furthermore agreed that STATECH has the right to withdraw from the Contract in case of doubt about the creditworthiness of the Customer. In such a case, STATECH is not obligated to state a reason for withdrawing from the Contract, nor is it obligated to state any other further specification of the source or reasons of its doubt about the creditworthiness of the Customer. The Parties explicitly declare that, in the event of a withdrawal from the Contract in accordance with this provision, the Customer shall not be entitled to make any claims against STATECH, including damage compensation.
- 19.9. In addition to all the other agreed payments, the Customer undertakes to pay STATECH for the costs of services associated with searching for, securing and collecting the Equipment, as well as the costs of recovering any debts and the costs of legal representation.
- 19.10. In the event of a deterioration in the Renter's fulfilment of its obligations during the Contractual Relationship, STATECH has the right to request that the Renter provide additional security for those obligations, up to the total amount of the receivables due under the Contract, including accessories.

## **20. FORCE MAJEURE**

- 20.1. Neither Party shall be liable for any failure to perform its obligations in whole or in part if the failure is the result of such circumstances as flood, fire, earthquake and other acts of nature, war or acts of war, and other similar extraordinary events if not reasonably foreseeable, that the obliged Party could have overcome such obstacle or its consequences, and if the circumstance arose independently of the Party's will, did not arise from the personal circumstances of the Party or at a time when the Party was already in default in the performance of its obligations, and is not a circumstance which the Party was obliged to overcome under the Contract (hereinafter referred to as **Force Majeure**). Force Majeure shall also be deemed to include situations where STATECH is unable to fulfil its contractual obligations in whole or in part due to a ban on the export of the Goods or the failure to issue an export permit or similar authorisation by the relevant public authorities.
- 20.2. The Party rendered unable to perform its obligations for the reasons set out above must inform the other Party in writing immediately, although no later than within 7 calendar days after the Force Majeure circumstance has occurred, and must likewise inform the other Party in writing within 7 calendar days of the cessation of such circumstances. Once the impediment caused by the Force Majeure ceases to exist, the parties shall immediately commence performance of their obligations under the Contract.

20.3. If the Force Majeure event lasts for at least 30 days, the Parties are entitled to withdraw from the Contract.

## **21. OTHER ARRANGEMENTS**

21.1. All amounts to be paid by the Customer under these GTC or the Contract and representing considerations for any activities subject for VAT shall be expressed exclusive of VAT. The Customer is likewise obliged (with payment of such considerations for these activities) to pay STATECH the statutory amount of applicable VAT.

21.2. STATECH is not obliged to deliver the Equipment to the Customer within the agreed time in the event that the Customer has any outstanding debts owed to STATECH under any previously concluded Contracts or has failed to pay any advance invoice under these GTC. STATECH shall not be in default in providing performance to the Customer under the Contract until all such debts have been paid in full.

21.3. The Customer is not unilaterally authorised to set off its receivable against STATECH's receivables. Any agreement between the Parties to set off their receivables must be completed in writing. The provisions hereof do not affect STATECH's right to unilaterally set off its receivables against the Customer's receivables. STATECH is explicitly entitled to claim any payment arising from any Contractual Relationship or also to receive third-party payments in connection thereto.

21.4. The Customer is not entitled to assign any of its claims under the Contract, even in part, to a third party without the prior written consent of STATECH.

21.5. No failure, partial exercise or delay by STATECH in exercising a right or remedy shall be construed as a waiver of the right in question.

21.6. The extent of compensation for damages incurred by the Customer in connection with the Contract is limited, and STATECH shall be obliged to compensate the Customer for any damages incurred only up to the amount of STATECH's remuneration under the Contract. Compensation for lost profits is completely excluded. The Customer is obliged to prevent the occurrence of damage, in particular to continuously check the Equipment and subsequent handling of the Equipment. If the Customer discovers any defects in the Equipment, it is obliged to inform STATECH of such without delay in accordance with these GTC and to refrain from handling the Equipment any further if additional damage would result.

21.7. STATECH shall be entitled to use its trade name or any mark protected by its trademark or the trademark of the mateco group on the Equipment, unless agreed otherwise with the Customer. The Customer's expression of will under this paragraph must be made in writing.

21.8. The Customer agrees to issue and send credit notes, advance invoices and invoices in .pdf format to the email address selected by the Customer for this purpose and declares that it actively uses this email address. In this context, the Customer further declares that it has the appropriate means to receive, verify and open the electronic credit note, advance invoice and invoice sent in .pdf format. In the event that the Customer's active email address changes, the Customer shall inform STATECH of such change without undue delay. Otherwise, a change of the active email address does not affect the delivery of the invoice and its due date.

## **22. JURISDICTION AND BODY OF LAW**

- 22.1. Any disputes arising from or in connection with the Contract (including its validity and interpretation) shall be submitted for adjudication by the District Court for Prague 7 (for matters assigned to the district court level) or Regional Court in Prague (for matters assigned to the regional court level) as the court of first instance with territorial jurisdiction.
- 22.2. The contractual relationship is governed by Czech law, excluding the United Nations Convention on Contracts for the International Sale of Goods.

## **23. FINAL PROVISIONS**

- 23.1. The rights and obligations of the Parties not specifically laid down in the Contract, the Framework Contract or these GTC are subject to the applicable provisions of the Civil Code.
- 23.2. If any provision of these GTC, the Contract or the Framework Contract is or becomes invalid, ineffective, apparent or unenforceable, or if it becomes so in the future, only that provision shall be or become invalid, ineffective, apparent or unenforceable, and the validity, effectiveness, apparent validity and enforceability of the other provisions of these GTC, the Contract or the Framework Contract shall not be affected. Notwithstanding the foregoing, the Parties undertake to act in good faith to promptly replace the defective provision with a flawless provision that conforms to the intent and content of the defective provision to the fullest extent possible.
- 23.3. Annex 1 hereto (**Annex**) forms an integral part of these GTC. The provisions of the Annex only apply if the added fee for the Renter's additional damage waiver is agreed in the Rental Contract.
- 23.4. The limitation period for matters established under the Contract are subject to the applicable provisions of the Civil Code. Any extension or abbreviation of the limitation period must be completed in writing.
- 23.5. STATECH's privacy and cookie policy is available on the STATECH website ([www.statech.cz](http://www.statech.cz)) a [www.mateco.cz](http://www.mateco.cz)).
- 23.6. These GTC become valid and effective on 1 April 2026.

Dolní Beřkovice, 1 April 2026

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**Pavel Boubelík,**  
Managing Director of STATECH s.r.o.

## ANNEX 1

### to the General Terms and Conditions of

### STATECH s.r.o.

#### “STATECH SECURITY” Damage Liability Reduction Surcharge

#### 1. INTRODUCTORY PROVISIONS

- 1.1. This Annex 1 to the GTC (“**Annex**”) lays down the rights and obligations of STATECH and the Renter related to liability for damage to the Equipment in situations where a Surcharge (as defined below) is agreed upon.
- 1.2. The provisions hereof have priority over the provisions of the GTC concerning liability and compensation for damages (especially the cogent provisions of Article 6 of the GTC) under the conditions stipulated in the GTC and herein. Deviating agreements in the Contract have priority over the provisions hereof.

#### 2. DEFINITIONS

- 2.1. The definitions and other provisions in Article 2 herein apply to the entire scope hereof, except for those defined in the GTC or in other parts hereof:

**List Price** refers to the price for the rental of each individual piece of Equipment as per the valid STATECH price list, which is always specified in the draft Contract and/or in the Framework Contract (to clarify, any discounts provided to the Renter have no impact on the List Price); and

**Surcharge** refers to the payment for a reduction capping compensation at the amount specified in the Contract.

#### 3. NEGOTIATION AND VALIDITY OF THE ANNEX, PAYMENT OF THE SURCHARGE

- 3.1. If, within the negotiation of the Contract under Article 3 of the GTC, the Renter and STATECH agree that the Renter pays STATECH the Surcharge in addition to the standard rental and other payments, liability between STATECH and the Renter for damages to the Equipment shall be subject to the provisions of this Annex. The Annex applies solely to damage to the Equipment occurring after the Renter accepts the Equipment under the Contract. If the use of the Annex is agreed upon after acceptance of the Equipment (for instance, in an addendum to the Contract), the provisions of this Annex only apply to damages occurring after the use hereof takes effect.
- 3.2. The Surcharge is charged for each day of rental, separately for each Equipment, according to the Contract.

- 3.3. The Surcharge shall be billed to the Renter as a separate line item on invoices issued pursuant to Article 4 of the GTC. The applicable provisions of Article 4 of the GTC shall apply to payment of the Surcharge mutatis mutandis.
- 3.4. The surcharge does not cover the costs of transporting the Equipment, including the loading and unloading of the damaged Equipment, to a STATECH service centre. The Customer shall reimburse STATECH for these costs separately, in the amount specified in the applicable STATECH price list and/or in the amount invoiced by the external carrier.
- 3.5. The provisions of this Annex shall apply to leased Equipment located in the territory of the Czech Republic and the Slovak Republic at the time of the damage occurred.

#### **4. COMPENSATION FOR DAMAGES**

- 4.1. Compensation for damages in the scope of the Annex applies to damage to the Equipment occurring during the rental period as a result of the events specified in Article 5. This solely concerns damage to the Equipment, with no additional or subsequent damage.
- 4.2. For the purposes of this Annex, damages do not include damage to parts of the Equipment subject to rapid wear and tear and those that are replaced regularly (e.g. tyres, hoses, piping, shafts, chains, lines, mechanical components for rolling and linear motion and others) if these parts were not damaged/destroyed with other parts of the Equipment as a result of a random event as specified in Article 5.
- 4.3. If damage to the Equipment is incurred up to and including CZK 20,000, the compensation for damage is covered by the Surcharge. If damage to the Equipment exceeds CZK 20,001, the Renter shall be liable to compensate STATECH for only 20% of the total amount of damage, although no less than CZK 5,000.

This does not affect the provisions of Article 4.4 herein.

- 4.4. In the event of Total Damage to the Equipment and if the Equipment is damaged to such an extent it is objectively impossible to repair it for its intended use, the Renter shall pay STATECH a total of 25% of the value of new Equipment, although a minimum of CZK 100,000, for Equipment up to 3 years old, inclusive, or a total of 15% of the value of new Equipment, although a minimum of CZK 100,000, for older Equipment instead of the compensation for damages under Article 4.3 herein
- 4.5. STATECH shall issue an opinion as to any dispute as to the actual amount of such damages.

#### **5. SCOPE OF APPLICATION**

The provisions of this Annex shall apply in cases of damage to the Equipment resulting from one of the events listed below, provided that all contractual, technical, and operational conditions are met:

- Normal mechanical damage to the Equipment resulting from standard and normal use of the equipment (e.g. scratches, dents, surface abrasions);

- Damage to the Equipment as a result of an operational accident or improper operation of the Equipment that was not intentional or are not events not covered by the Surcharge under Article 6 of this Annex;
- Damage to electrical components or parts of the Equipment, such as the power cord, plug, switch or handles, if the Equipment or part of the Equipment has been used in accordance with the manufacturer's instructions;
- Normal soiling and wear and tear of the Equipment that is consistent with the length and nature of use of the Equipment;
- Malfunctions of the Equipment without apparent cause that occur during normal operation of the Equipment while following all the manufacturer's and/or STATECH's instructions;
- The costs incurred by STATECH in the assessment and diagnosis of the damage, if performed by STATECH's technical department;
- Any other repairs, damages or losses to the Equipment assessed after the termination of the rental pursuant to Article 5.6 of the GTC, unless they are events that are not covered by the Surcharge pursuant to Article 6 of this Annex.

## **6. RESTRICTIONS ON APPLICATION**

The provisions of this Annex shall not apply:

- a) To the Service of the Equipment during the course of its rental;
- b) In cases where the damage is caused by the Renter's failure to comply with its obligations under Article 6 of the GTC; and
- c) In the case of damage to the Equipment caused by the following events or circumstances regardless of the underlying cause:
  - Loss, theft, theft, fraud, embezzlement or concealment of the Equipment or any part thereof, or official seizure of the Equipment or any part thereof;
  - Intentional damage to the Equipment, vandalism to the Equipment or damage to the Equipment caused by other unlawful acts;
  - Use of the Equipment in breach of the regulations and the manufacturer's instructions, technical rules and standards, and breach of the Renter's duties under the Contract and the provisions of the applicable legislation, including use of the Equipment under the influence of alcohol, narcotic or psychotropic substances;
  - Damage to the interior of the Equipment, including violation of the ban on smoking inside the Equipment;
  - Fire, flooding, the crash of an aircraft or its part and its cargo, storms (with wind speeds in excess of 20.8 m/s), hail, landslides, rock falls, avalanches, the collapse of buildings or their parts, the collapse of construction site containers, demolition, ice or snow

expansion, the weight of snow or ice, earthquakes, tropical cyclones and volcanic eruptions, falling trees or other objects, impact (the immediately acting force of another object);

- If the driver does not drive in a manner suited to the weather and traffic conditions when transporting the Equipment.

To clarify, the Renter is liable for damages under the GTC in full for the instances specified in Article 6 herein.

## **7. REPORTING DAMAGE TO THE EQUIPMENT**

In the event of any damage to the Equipment that could adversely affect its safe operation or could endanger the operator or people or property in the vicinity, the Renter is obliged to immediately take photographs of the damage and immediately notify STATECH. Notification of damage to the Equipment, including photographic documentation, must be sent to the following email address [servis@statech.cz](mailto:servis@statech.cz) no later than 24 hours after the damage to the Equipment has occurred or been discovered.

## **8. OTHER PROVISIONS**

STATECH has the right to amend this Annex. All previously concluded annexes remain valid in full. STATECH shall disclose an update version hereof with a notice of such changes posted at [www.mateco.cz](http://www.mateco.cz) at least 20 calendar days before such changes take effect. The Renter may express its disagreement with such a change in a written statement delivered to STATECH no later than within 20 calendar days from the publication of that change and in such a case will not be bound by that change.