

GENERAL TERMS AND CONDITIONS

valid from August 15th, 2024

issued by the company: **SilentLab s.r.o.**, registered office: Moulíkova 3286/1b, Smíchov, 150 00 Prague 5, Company ID number: 04545486, Tax ID number: CZ04545486, bank details: UniCredit Bank a.s., account no.: 2114846708/2700, entered in the Commercial Register: C 249456 kept at the Municipal Court in Prague (the “**SilentLab**”). Unless we expressly agree otherwise in writing, all contractual relations between SilentLab and you (the “**Parties**” or a “**Party**”; you as the “**Client**”) are governed by these general terms and conditions (the “**Terms**”) and, in matters not expressly regulated by the Terms, relations are governed by Act No. 89/2012 Coll., the Civil Code, as amended, (the “**Civil Code**”) and other generally binding legal regulations of the Czech Republic. Any disputes under these relations will be decided by the District Court for Prague 3 or the appropriate court of higher instance having the local jurisdiction in accordance with the procedural regulations of the Czech Republic.

I. CONCLUSION OF CONTRACT

1.1 The Client will deliver an order (the “**Order**”) to SilentLab for a SilentLab product (the “**Goods**”). SilentLab will deal with an Order within three (3) business days of delivery; dealing with an Order will be understood to mean: **a)** accepting the Order (the “**Acceptance**”), or **b)** delivering a counterproposal to the Order (the “**Counterproposal**”), or **c)** rejecting the Order (even without giving a reason). Upon the delivery of Acceptance to the Client, a contract is concluded between the Parties (the “**Contract**”). If a Counterproposal is sent, the Contract is concluded upon the delivery of its unconditional acceptance by the Client to SilentLab.

An Order must always contain, at least, the following information: **i)** Client’s business name, Company ID number, Tax ID number and registered office; and **ii)** the Place of Delivery (defined below); and **iii)** the Client’s contact person + his/her e-mail address, telephone number, postal address; and **iv)** the type and quantity of Goods ordered; and **v)** the Delivery Period (defined below), if it differs from the standard delivery period under these Terms; in the event of missing data, SilentLab will call on the Client to supplement the data by the deadline for dealing with the Order (where a new time period starts to run from the delivery of a full Order) or deliver a Counterproposal to the Client.

1.2 Unless SilentLab determines otherwise, its contact person for all related matters is: Jan Kaňka, e-mail: jan.kanka@silent-lab.com, tel.: +420 723 228 040, address: SilentLab’s registered office.

II. PRICE OF GOODS, PAYMENT AND CANCELLATION CONDITIONS

2.1 The price of the Goods is determined by a price offer that SilentLab provides to the Client based on a request of the Client (the “**Price**” or “**Price Offer**”); an accepted Price Offer becomes an integral part of the Contract upon its conclusion. Unless SilentLab determines otherwise, the Price will always include, in addition to the actual price of the Goods, at least: **a)** (in the case of the delivery of the Goods in the territory of the Czech Republic): **i)** all relevant taxes and charges on the part of SilentLab (with the exception of VAT), and **ii)** the “turnkey” delivery of the Goods, i.e. transport to the Place of Delivery in accordance with the Contract and installation of the Goods in the Place of Delivery, including horizontal transfer of materials, or **b)** (in the case of delivery of Goods outside the territory of the Czech Republic) **i)** all relevant taxes and charges on the part of SilentLab (with the exception of VAT), and **ii)** delivery ex works within the meaning of INCOTERMS 2000. Transport and installation are included in the Price, provided: **i)** vertical transport in a lift is possible in a building, and **ii)** a fork-lift truck is provided by the Client, and **iii)** the Order is delivered as a whole; in the event that the Client does not ensure compliance with the aforementioned conditions, SilentLab will charge the Client for the relevant increase in costs. The agreed Price is binding on SilentLab only in the event of compliance with all conditions in the Contract or these Terms by the Client.

2.2 SilentLab is entitled to charge the Client the Price as follows: **i)** starting on the conclusion of the Contract an advance totalling seventy per cent (70%) of the Price (the “**Advance**” or “**Advance Invoice**”); and **ii)** starting on the day of delivery of the Goods the Price reduced by the Advance paid, plus any additional work and/or additional costs (if any) (the “**Final Invoice**”).

2.3 Any invoice under these Terms is always payable at least fourteen (14) days after the day the invoice is sent to the Client (unless the Parties agree otherwise). No retention money will apply.

2.4 The Parties have agreed that in the event of a delay by the Client paying any amount in favour of SilentLab, SilentLab is entitled to bill the Client a contractual penalty totalling one tenth of a per cent (0.1%) of the price of the relevant order for each day of delay that begins. In the event of a delay paying any invoice by the Client, SilentLab is also entitled to unilaterally extend the delivery period for any subsequent order by such delay, plus by the period necessary with regards to the current operating possibilities of SilentLab.

2.5 If the Client unilaterally cancels the Contract/part thereof, SilentLab is entitled to bill the Client a cancellation fee, which is calculated as a percentage of the part of the Price that is subject to the requested cancellation, as follows: **a)** cancellation within five (5) business days of the conclusion of the Contract – cancellation fee of fifteen per cent (15%); or **b)** cancellation within six to ten (6–10) business days of the conclusion of the Contract – cancellation fee of thirty per cent (30%); or **c)** cancellation eleven (11) or more business days after the conclusion of the Contract – cancellation fee of one hundred per cent (100%).

2.6 If, after the conclusion of the Contract, the Client requests the expansion of and/or a change to the type/other properties of the Goods ordered (the “**Client Changes**”), SilentLab will, in accordance with the Client’s request and without undue delay, prepare an updated Price Offer that will contain, at least, the updated Price and Delivery Period or Date of Delivery; SilentLab’s proposal will result from its expert and business assessment of the Client’s request for Client Changes (the “**Offer of Client Changes**”). A condition for the preparation of an Offer of Client Changes by SilentLab is the payment of a fee of two per cent (2%) of the Price of the Goods in accordance with the Contract excluding VAT by the Client (the “**Fee for Offer of Client Changes**”); the Fee for Offer of Client Changes covers SilentLab’s necessary costs and is therefore non-returnable in the event of the non-implementation of Client Changes or part thereof. If the Client accepts in writing (even electronically) an Offer of Client Changes, the Offer of Client Changes approved by the Client will be regarded as being a valid and effective amendment to the Contract. Otherwise, the provisions of the Contract continue to apply and SilentLab is not bound by the request for Client Changes. The acceptance of an Offer of Client Changes with a Client’s reservation does not lead to an amendment to the Contract, and such acceptance with a reservation is a new request for Client Changes and the whole process starts again and is subject to a new fee.

III. DELIVERY OF GOODS

3.1. Unless the Contract provides otherwise, the delivery period for the Goods is eight (8) weeks after

the date of payment of the Advance (the “**Delivery Period**”). The Client accepts that the production of the Goods is always commenced after payment of the Advance – so, if the Contract states a Delivery Period starting to run from the conclusion of the Contract or a specific date, and at the same time, if the Client is in arrears with the payment of the Advance, SilentLab is entitled to extend the Delivery Period by a time corresponding to the Client’s delay, plus any time necessary with regard to SilentLab’s current operating possibilities.

SilentLab is entitled to deliver the Goods at any time during the Delivery Period, unless the Contract expressly provides otherwise. If the Contract does not expressly stipulate a specific day of delivery of the Goods, SilentLab will inform the Client of a specific day of delivery of the Goods (the “**Date of Delivery**”) at least three (3) business days in advance. The delivery of the Goods on a precise day (available for a surcharge) must be expressly agreed in the Contract.

3.2. The Place of Delivery of the Goods shall be understood to mean: **a)** (in the case of delivery of Goods in the territory of the Czech Republic): the place designated as the Place of Delivery in the Contract, where installation of the Goods will be performed in the same place (unless the Parties agree otherwise); or **b)** (in the case of the delivery of the Goods outside the territory of the Czech Republic): Rohlenska 301, 664 51, Jiřikovice, Czech Republic (unless the Parties agree otherwise (the “**Place of Delivery**”). In a case in accordance with paragraph (a), above, the Client undertakes to prepare the Place of Delivery for the delivery and installation of the Goods on the Date of Delivery; otherwise, SilentLab will unilaterally decide on a suitable procedure in accordance with its operating possibilities and the Client will, in such case, compensate SilentLab for any and all related special-purpose costs (the “**Additional Costs of Delivery**”). SilentLab is entitled to bill the Client for the Additional Costs of Delivery in the Final Invoice. It may proceed in a similar manner if the Client unilaterally defers the Date of Delivery and/or extends the Delivery Period.

3.3. In the event of a delay by SilentLab with delivery of the Goods, the Client is entitled to charge SilentLab a contractual penalty totalling one tenth of a per cent (0.1%) of the Price of the Goods excluding VAT that are late for each day of delay that begins. The maximum amount of a contractual penalty is ten per cent (10%) of the Price of the Goods excluding VAT that the delay concerns. The entitlement does not arise in the event that SilentLab is in delay for reasons on the part of the Client, a third party or as a consequence of force majeure. A similar procedure will be used in the event of a delay by the Client with the acceptance of Goods, where in such case SilentLab is entitled to bill the Client flat-rate costs of storage totalling five tenths of a percent (0.5%) of the Price of the Goods excluding VAT that need to be stored, for each week of storage that begins, starting in the first week of storage.

3.4. In the event of a breach of a duty/delay by SilentLab as a consequence of force majeure, SilentLab is not liable for damage/lost profit arising and there is no entitlement to a contractual/other penalties. SilentLab is, however, obliged to prove to the Client that the breach of duty and/or delay occurred in connection with force majeure.

3.5 If installation is not to be handled directly by SilentLab, prior training of the chosen assembly firm is a condition for delivery of GEN4/SPARK series products in accordance with SilentLab’s current terms. 3.6 Any packaging material is the Client’s property and the Client will arrange the clean-up of the Place of Delivery.

IV. ACCEPTANCE OF GOODS, TRANSFER OF OWNERSHIP RIGHT AND RISK OF DAMAGE TO GOODS

4.1 SilentLab will fulfil its duty to deliver the Goods at the moment: **a)** (in the case of delivery in the territory of the Czech Republic): **i)** it will deliver the Goods to the Place of Delivery, and **ii)** it will complete their installation; or **b)** (in the case of delivery outside the territory of the Czech Republic): **i)** it will make the Goods available to the Client in the Place of Delivery.

4.2 The Parties will sign a written record of the handover and acceptance of the Goods stating that the Client accepted the Goods without reservation or with specific reservations stated in such record. If any Party refuses to prepare a record or unless a record expressly states otherwise, it applies that the Goods were handed over in the proper manner, on time and without defects that could be ascertained given the method of handover. Any minor defects that do not prevent the use of the Goods or do not substantially limit it are not a reason for the non-acceptance of the Goods.

4.3 The ownership right to the Goods passes to the Client upon the full payment of the Price. The risk of damage to the Goods passes to the Client at the moment of delivery of the Goods or occurrence of a delay in accepting the Goods.

4.4 SilentLab is liable for defects that the Goods had at the time of their handover to the Client, as well as for defects that occur during the warranty term of twenty-four (24) months after the delivery of Goods, unless there is an exclusion from the warranty or unless the warranty has perished. Rights and duties related to the warranty, are determined by SilentLab’s warranty terms (the “**Warranty Terms**”). SilentLab is entitled to unilaterally amend the Warranty Terms from time to time; the current version is always published [here](#).

V. WITHDRAWAL FROM CONTRACT

5.1 Both Parties are entitled to withdraw from the Contract solely in writing, in the event: **a)** of a substantial breach of a duty by the other Party; or **b)** that the other Party declares that it will not perform one of its duties resulting from the Contract and/or these Terms; in such case the entitled Party may withdraw from the Contract without providing an additional period for performance.

5.2 SilentLab is also entitled to withdraw from the Contract in the event: **a)** that the Client does not enable the delivery of the Goods even within the additional period of thirty (30) days after the expiry of the Delivery Period or expressly refuses the delivery of the Goods; or **b)** that insolvency proceedings are commenced against the Client; or **c)** that the Client is in delay with the payment of any amount for more than thirty (30) days.

5.3 The Client is also entitled to withdraw from the Contract in the event: **a)** of a delay by SilentLab with delivery of the Goods lasting for more than thirty (30) days, if such delay is caused solely by SilentLab.

VI. PERSONAL DATA PROCESSING

6.1 The Parties declare that in relation to data that they deal with as the controllers, they will provide sufficient guarantees for the performance of appropriate technical and organisational measures so that the processing meets the requirements of Regulation (EU) 2016/679 (the “**GDPR**”) and applicable regulations and will ensure the protection of data, as well as full protection and enforceability of data subjects’ rights. The Parties also undertake to ensure that the relevant data subjects that are the contact persons and persons acting on the Parties’ behalf, whose personal data are provided to the other Party, receive a notification of personal data protection pursuant to Art. 13 or Art. 14 of the GDPR (the “**PD Notification**”).

6.2 A PD Notification pursuant to Art. 13 and 14 can be found on the website: www.silentlab.cz/en/personal-data-protection-policy/; for comprehensibility purposes: the Contract is the contract to which the PD Notification refers under the term "Agreement"; and SilentLab is the company to which the PD notification refers under the plural "we".

VII. FINAL PROVISIONS

7.1. SilentLab is entitled to unilaterally amend these Terms from time to time; the current version is always published [here](#). The Client accepts that these Terms and the Warranty Terms are the necessary minimum for the effective functioning of SilentLab, without their acceptance a Contract cannot be concluded and when an Order is sent the Client accepts these Terms and the Warranty Terms without reservation, unless expressly agreed otherwise; in the event of conflict between the aforementioned documents, the following order of priority applies (the document named earlier has priority over other documents): 1) Contract, 2) Warranty Terms, 3) these Terms.

7.2. At any time these Terms stipulate written form for a document, this is understood to mean a written document in paper or electronic form with the signature of the acting person; a qualified form of signature is not required and any ordinary form of signature is valid, including a scan of a signature, the attachment of an automatic signature or e-mail footer with contact data, the simple statement of a name at the end of an e-mail, etc.

7.3. The delivery of any document shall be understood to mean: **a)** the day of receipt of mail by the addressee, or **b)** the day of refusal to accept mail by the addressee, or **c)** the day of return of mail as undeliverable (addressee cannot be found), or **d)** the tenth (10th) day after the day on which mail was deposited at a post office, regardless of whether the addressee learned of the deposit, or **e)** the day after the day of sending of an e-mail to the addressee's e-mail address, or **f)** the day of personal acceptance of mail by the addressee; the addressee shall always be understood to be the relevant contact person stated in the Contract (in the Client's case), or the contact person stated in these Terms, unless the Contract designates a different contact person (in SilentLab's case).

7.4. The following provisions of the Civil Code do not apply to the legal relations between the Parties: § 1765(1) (the Parties accept the risk of a change to circumstances), § 1793 and Section § 1796.