

# GENERAL DELIVERY TERMS



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These General Delivery Terms (GDT) are binding for the Customers of Sewio Networks company or its Affiliate; they pertain to the deliveries of any Products to the Customers by the Company or its Affiliate, irrespective of the method of delivery of said Products.

SEWIO NETWORKS  
MARCH 1, 2022

## Article 1 – Definitions

All definitions and other capitalized terms used in these GDT shall have the meaning as ascribed to them in Article 1.

- 1.1. **Affiliate:** Sewio LLC, located at 4521 Maple St., Bellaire Texas 77401, United States.
- 1.2. **Company:** Sewio Networks s.r.o., identification number 02506238, located at Purkyňova 649/127, 612 00 Brno, Czech Republic.
- 1.3. **Customer:** An entity or person entering into the purchase agreement for Products with the Supplier.
- 1.4. **Customization:** A Customer-requested modification to the standard Product.
- 1.5. **Product:** Any hardware produced and/or supplied by the Supplier.
- 1.6. **Purchase Contract.** A binding agreement between the Customer and the Supplier for the delivery of Products.
- 1.7. **Supplier:** The Company or Affiliate, depending on with whom the Customer has concluded the Purchase Contract.

## Article 2 – Product Orders

- 2.1. The Customer shall place Product orders via e-mail and addressed to the relevant salesperson and at [orders@sewio.net](mailto:orders@sewio.net). By placing the order, the Customer declares and warrants that they are placing the order in the course of their business and not as a consumer.
- 2.2. The Supplier will send an offer to the Customer. The validity of the offer is 30 days, unless otherwise agreed upon by the Supplier and the Customer. If the Customer agrees to the offer, they will issue a purchase order or place their order using the offer provided to them by the Supplier.
- 2.3. Each purchase order will normally include:

- (a) the sales catalogue number of the ordered Product/s (part number);
- (b) ordered volume for such Product/s (part number);
- (c) the desired place of delivery;
- (d) the unit price;
- (e) any Customizations (if applicable and agreed upon in advance).

- 2.4. If the Customer's purchase order can be fulfilled, the Supplier will confirm the purchase order. Provided that such confirmation is delivered to the Customer via standard means of delivery (including email, facsimile, personal delivery, courier service, etc.), a binding purchase agreement for the delivery of the ordered Products will be concluded.
- 2.5. The Customer should note that any Customizations are subject to pre-confirmation by the Supplier (incl. price) after assessing the possibility of implementing the requested Customizations and setting a delivery date. Customizations are always subject to specific delivery dates, even if the Supplier fails to indicate a suitable time period.
- 2.6. The Supplier shall bear no liability for the selection and suitability of the Products chosen by the Customer for the purposes intended by the Customer.
- 2.7. The Supplier reserves the right to discontinue the supply of any Products at any time or to replace these Products with a new type of such Products. In case of a Product that has already been ordered, but not delivered, the Supplier reserves the right to deliver a more recent version of the ordered Products with functionality that is in substantial aspects equal and/or superior in comparison to the ordered Products.
- 2.8. The Purchase Contract may be concluded in a manner other than the above as long

as there has been an offer and acceptance between the parties for the supply of the Products.

- 2.9. These GDT, together with the quote, purchase order, and any other agreements between the Customer and the Supplier, form an integral part of the Purchase Contract and constitute the terms and conditions of the Purchase Contract. The provisions of the quote, the purchase order, and any other express agreements between the parties shall supersede these GDT. Any Customers terms and conditions shall only become part of the Purchase Contract if expressly acknowledged by the Supplier in writing.
- 2.10. If the Product contains, is accompanied by, or is intended to be used with certain software, the use of such software may be covered by a separate End User License Agreement (EULA).

## Article 3 – Product Delivery

- 3.1. The Supplier delivers the Products under FCA (INCOTERMS 2020), with modifications of the FCA herein set forth. Product delivery shall be arranged by the Supplier, but the resulting costs shall be paid to the Supplier by the Customer on the same terms as the purchase price.
- 3.2. The Supplier's dispatch place is at Purkyňova 649/127, 612 00 Brno, Czech Republic. The Supplier is entitled to change the dispatch place at its sole discretion. Such change will not affect the Purchase Contracts already concluded at the time of change.
- 3.3. Other delivery/take-over methods can only be used where the Supplier expressly confirms such other delivery/take-over

method. Such agreed delivery/take-over method must only pertain to the particular order.

- 3.4. The Supplier shall arrange the export custom formalities. The risk related to the damage or loss of goods passes to the Customer once the goods are handed over to the first carrier.
- 3.5. The Supplier does not insure the Products for delivery unless expressly requested to do so by the Customer. In such a case, the Supplier shall arrange the insurance of the Products for delivery with a 1% insurance fee calculated from the net invoiced price of the insured Products. The insurance fee is payable on the same terms as the purchase price.
- 3.6. The Customer must submit any requests regarding inappropriate quantity, incorrect specifications, incorrect billing or damage of the Products without undue delay after the take-over of such Products. Within the period of time identical to the standard delivery time, the Supplier will assess the request and, if the Supplier is liable for the situation, remedy any defective performance in a manner appropriate to the nature of the defect. Such remedy represents final and complete compensation for the defective performance and the Customer is not entitled to any other compensation or performance.
- 3.7. If the Customer defaults in the payment of any of the Supplier's due receivables, the Supplier may suspend deliveries of any undelivered Products until all receivables are paid and/or may terminate any Purchase Contracts where the Products have not yet been delivered to the Customer.

## Article 4 – Warranty

- 4.1. For a warranty period of twelve (12) months, the Supplier warrants that under normal use the Products will be free from defects in material or workmanship and will substantially conform to Supplier's specifications for such Products.
- 4.2. The warranty period starts on the date of installation/first use (whichever occurs earlier) of the relevant Product but not later than ten (10) days after the date of dispatch of the relevant Product to the Customer (hand-over of the Product to the first carrier for the delivery to the Customer).
- 4.3. The Supplier's sole and exclusive obligation, and the Customer's sole and exclusive right, with respect to claims under this warranty, is limited, at Supplier's option, either to: (i) the replacement or repair of a defective or nonconforming Product, or (ii) appropriate credit for the purchase price of the defective Product.
- 4.4. The Supplier will have a reasonable time to repair, replace or credit. The non-conforming or defective Products shall become Supplier's property as soon as they have been replaced or credited for.
- 4.5. The Warranty does not apply to:
- a) Products that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship;
  - b) defects caused by operating the Products not in accordance with the user manual, technical specifications or other guidelines and materials published for the respective Product by the Company or the Affiliate. Such guidelines may include carrying out regular inspections and maintenance;
  - c) defects caused by usual wear and tear or otherwise due to usual aging of the Products. For avoidance of doubt, a defective spare part scheduled to be replaced within a regular inspection shall be considered as a defect caused by the usual wear and tear;
  - d) defects resulting from interference with interconnected devices or software supplied by a third party;
  - e) any Product, which was modified or disassembled by a person other than a fully trained technician, or if its malfunction was caused by an action of the Customer's technician (either internal or external) or by a third party.
- 4.6. In case any Product or its part (as applicable) is to be returned to the Supplier under the warranty, the Customer shall arrange transportation of the Product to the Supplier and bear the resulting costs.
- 4.7. If the warranty claim is rejected as not falling under the warranty guidelines, the Product/s will be returned to the Customer at the expense of the Customer, unless agreed otherwise. Should the Supplier discover, at any time, that the claimed defects arose from or in relation to the activities or operation of third party's devices or software, the Customer that filed such a claim will be invoiced for (i) the Supplier's actions performed in relation to said defect and (ii) the costs in accordance with the valid price list of the supplier.
- 4.8. The Customer shall lodge claims under the warranty via Supplier's service desk using a tool provided by the Supplier.
- 4.9. In case of a defective Product, the Customer's rights specified in Article 4

constitute the Customer's sole remedy available in connection with such defect.

## Article 5 – Intellectual Property

- 5.1. To the extent that firmware is embedded in a Product, the sale of the Product shall not constitute the transfer of ownership, rights or title of the firmware. Use of any firmware or software may be covered by a separate End User License Agreement (EULA).
- 5.2. With respect to all Products, the Customer agrees that they are not authorized to and won't: (i) reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code, ideas, technology or algorithms, except to the extent expressly authorized by applicable law; (ii) modify or create derivative works; (iii) remove or alter any proprietary markings or notices; or (iv) merge, link or incorporate firmware into any other software.
- 5.3. Except for the rights expressly granted, (i) the Supplier reserves all rights, title and interest, together with all intellectual property rights thereto, in all Products, and (ii) no other express or implied license, right or interest in or to any patent, patent application, copyright, trade secret, trademark, trade name, service mark, mask work, or any other intellectual property right is granted hereunder.

## Article 6 – Force Majeure and Limitation of Liability

- 6.1. Supplier shall not be liable for any failure or delay in performance if such failure or delay is caused by force majeure as defined in this Section below or by law.
- 6.2. In case a failure is not attributable to the Supplier, the performance of the relevant part(s) of the Purchase Contract will be suspended while the failure continues, without the Supplier being responsible or liable to the Customer for any damage resulting from the failure.
- 6.3. The expression “force majeure” means and includes any circumstances or occurrences beyond Supplier’s reasonable control (whether or not foreseeable at the time of the sales order sending or Purchase Contract conclusion) as a result of which the Supplier cannot reasonably be required to execute its obligations. Such circumstances or occurrences include but are not limited to: acts of God, war, civil war, terrorism, insurrections, strikes, fires, floods, earthquakes, labor disputes, epidemics, governmental regulations and/or similar acts, freight embargoes, non-availability of any permits, licenses and/or authorizations required, defaults or delays of suppliers or subcontractors and/or the inability or impracticability to secure transportation, facilities, fuel, energy, labor, materials or components. If the force majeure extends for a period of three (3) consecutive months (or if the delay is reasonably expected by the Supplier to extend for a period of three (3) consecutive months), the Supplier may cancel all or any part of the Purchase Contract without any liability of the Supplier towards the Customer.
- 6.4. Neither party shall be liable to the other party or anyone else for (i) any loss of profit, loss of revenue, loss due to business interruption, loss of goodwill, reputation or opportunity; or any loss of anticipated savings in each of the foregoing whether direct or indirect; or (ii) any special,

incidental, indirect or consequential loss, in each case arising out of/in connection with any Purchase Agreement, Product, defects, breach or non-performance of any Purchase Agreement, no matter how fundamental (including by reason of negligence) and whether or not the other party had been informed of or was aware that there was a serious possibility of such loss.

- 6.5. The aggregate liability of the Company and the Affiliate to the Customer in matters arising out of, or related to the Purchase Contract or any Product, shall not exceed the total price (excl. VAT, sales tax or similar taxes) paid by the Customer to the Supplier under the relevant Purchase Contract.
- 6.6. The limitations and exclusions set forth above in Article 6 shall only apply to the extent permitted by applicable mandatory law.

## Article 7 – Supplies to the US and Canada

- 7.1. Customers located in the United States and Canada shall place their order with the Affiliate and conclude the Purchase Contract with the Affiliate, unless otherwise agreed upon with the representative of the Company or the Affiliate. Terms and conditions set forth in Article 7 shall only apply to Purchase Contracts concluded by the Affiliate and shall take preference over any conflicting terms and conditions in other Articles of these GDT.
- 7.2. The Products shall be supplied from the registered office of the Company in Brno, Czech Republic, unless otherwise agreed.

- 7.3. The Affiliate shall bear the customs costs and agency costs for the customs clearance. The Customer is obliged to cooperate with the Affiliate and with the customs agency in the customs clearance procedure.
- 7.4. In case of Product supplies between the Affiliate and the Customer, the GDT and any Purchase Contract shall be governed by the laws of Texas, USA. All disputes between the Affiliate and the Customer arising from, and in relation to, the GDT and any Purchase Contract shall be resolved exclusively by courts of Texas, USA.
- 7.5. Other terms of the GDT apply accordingly unless in conflict with Article 7.

## Article 8 – General

- 8.1. Unless otherwise expressly stated elsewhere in the GDT, the GDT and any Purchase Contract shall be governed by the laws of the Czech Republic. All disputes arising from, and in relation to, the GDT and any Purchase Contract shall be resolved exclusively by courts of the Czech Republic.
- 8.2. The United Nations Convention on Contracts for the International Sale of Goods is expressly and entirely excluded.
- 8.3. The Customer shall not assign any rights or obligations under the GDT or any Purchase Contract without the prior written consent of the Supplier.
- 8.4. If any provision(s) of the Purchase Contract or the GDT is held invalid or unenforceable by a court of competent jurisdiction, or by any future legislative or administrative action, the holding or action shall not negate the validity or enforceability of any

other provisions of the Purchase Contract  
or GDT.