

Agreement on Specific Terms of Sale and Delivery

concluded between

- (1) **Euscher s.r.o.**, Id. No. 286 81 363, with its registered seat at Pražská 585, 430 01 Chomutov, registered in the Commercial Register maintained by the Regional Court in Ústí nad Labem, section C, insert 26641;

and

- (2) _____, Id. No. _____, with its registered seat at _____, registered in the Commercial Register maintained by the _____, section _____, insert _____ ("**Customer**").

I. INTRODUCTORY PROVISIONS

- 1.1 This Agreement on Specific Terms of Sale and Delivery regulates specific matters regarding sale and delivery of goods in legal relationships between us and the Customer.
- 1.2 The Customer agrees that our General Terms and Conditions for Sale and Delivery ("**Delivery Terms**") that are published on our website (www.euscher.com) as of the date of conclusion of this Agreement on Specific Terms of Sale and Delivery shall apply on his legal relationships with us and take precedent over any terms or conditions of the Customer.

II. RESERVATION OF OWNERSHIP

- 2.1 Any goods delivered to the Customer by us shall remain our property (conditional commodities) until:
- a) the purchase price for the respective goods has not been settled,
 - b) other debts that the Customer owes us at the time of conclusion of this Agreement on Specific Terms of Sale and Delivery have not been settled and
 - c) any debts of the Customer towards us that will arise in the future will not be settled.
- 2.2 This shall apply also to any contingent debt claims of the Customer towards us, e.g. resulting from acceptor's bills, and also in case payments are made for specially designated debt claims, and also to the debt claims that have been unilaterally established by the insolvency practitioner by the selection of fulfilment.
- 2.3 In case the goods supplied are treated or processed, this shall be done only on our behalf and we shall be the owner of the new items possibly resulting from the treatment or the processing. The Customer shall not acquire any claims towards us on account of the treatment or processing. To any contingent rights the Customer possibly acquired with regard to the goods supplied with the reservation of ownership, however, the following shall apply by way of exception: As to the treated or processed goods, he shall receive a contingent right of the acquisition of ownership the value of which has to be determined according to the part of the contractually agreed purchase price that has already been paid. In case our goods are connected to or mixed up with goods belonging to a third party as a consequence of the treatment or the processing or in any other way, we shall acquire the co-ownership of the result of this process.

- 2.4 The Customer shall be entitled to collect debt claims resulting from the resale in his own name. He shall pay over to us the collected amounts corresponding to the invoice value of the conditional commodities. This authorization to collect shall lapse upon our revocation, at the latest, however, in the event of a delay in payment, if a check or bill of exchange are not cashed or when a petition for the opening of bankruptcy proceedings is filed. We shall make use of our right to revoke only in case we get aware of circumstances resulting in an essential deterioration of the Customer's financial situation endangering our right to getting paid. Upon our request, the Customer shall immediately inform his purchasers about the assignment made in our favour and provide us with the information and documents required for the collection. In no case the Customer shall be entitled to assign the debt claims to another person. This shall apply as well to any factoring transactions, to which the Customer shall not be entitled either on account of our authorization to collect.
- 2.5 The Customer's debt claims arising out of the resale of the conditional commodities shall be assigned to us right now together with any securities the Customer obtains for the assigned debt claims. They shall serve as securities to the same extent as the conditional commodities. If the conditional commodities are sold by the Customer together with any other goods that have not been sold by us, the debt claims arising out of the resale shall be assigned to us in the relation of the invoice value of the conditional commodities to the invoice value of the other goods. Upon the sale of goods of which we are co-owners according to para. 3, the part corresponding to our co-ownership shall be assigned to us. In case goods belonging to us are processed in the frame of a contract for work, the claim for the compensation for work amounting to the price invoiced by us for the processed goods shall hereby be assigned to us.
- 2.6 In case the Customer's payment is delayed or if he does not cash a check or a bill of exchange upon maturity, we shall be entitled to take back the conditional commodities and to enter for this purpose, if applicable, the premises or the warehouse of the Customer. The taking back of the goods shall not be considered as a withdrawal from the agreement.

III. NOTIFICATION ABOUT POTENTIALLY SURPRISING PROVISIONS OF THE DELIVERY TERMS

- 3.1 For avoidance of any doubt the Customer hereby expressly consents that the following provisions of Delivery Terms shall apply on his relationships with us:
- (i) Art. IV. para. 4 (Exceeding or undercutting of the number of items to be delivered);
 - (ii) Art. VI. para. 4 and para. 10 (Contractual penalties);
 - (iii) Art. IX. (General limitations of liability and prescriptions);
 - (iv) Art. X para. 2 (Prorogation clause) and para. 4 (Disapplication of UN-Convention on Contracts for the International Sale of Goods).
- 3.2 The Customer hereby declares that he has read the hereinabove mentioned provisions of the Delivery Terms and that he is familiar with their content.



IV. FINAL PROVISIONS

4.1 This Agreement on Specific Terms of Sale and Delivery shall be governed by the Czech law. The court that has jurisdiction over the place of our registered seat shall have the jurisdiction over any disputes arising under this Agreement on Specific Terms of Sale and Delivery.

Euscher s.r.o.

Customer

City Date

City Date

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name of signatory, title

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name of signatory, title

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name of signatory, title

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name of signatory, title