

## **Business terms and conditions**

### **1. ORDERS**

Unless otherwise stated in the quotation, the quotations of LAMBERT AERODEVICES s.r.o. can be changed at any time without notice. All orders are valid only after acceptance by LAMBERT AERODEVICES s.r.o. Contracts between the customer and LAMBERT AERODEVICES s.r.o. are established based on written acceptance by LAMBERT AERODEVICES s.r.o., confirmation by e-mail. The Customer may not change or cancel orders of products or services or change their schedule without the consent of LAMBERT AERODEVICES s.r.o.

### **2. PRICES**

Unless otherwise stated in the offer, quotation or invoice of LAMBERT AERODEVICES s.r.o., prices are for products or services only and do not include taxes, shipping, customs duties or any other costs or fees for additional services (collectively referred to hereinafter as "additional charges"). Unless otherwise stated in the offer, quotation or invoice of LAMBERT AERODEVICES s.r.o., the customer is responsible for all additional costs.

### **3. TERMS OF PAYMENT**

The payment is due as stated on the invoice of LAMBERT AERODEVICES s.r.o., without any set-offs or deductions of withholding taxes or other amounts. In the case of any invoice not settled by the due date, LAMBERT AERODEVICES s.r.o. may, from the due date to the date of the payment, charge interest at the rate of 18% per annum or at the maximum amount permitted by applicable law, including reasonable compensation for legal and collection costs. If the customer is in default with any payment, LAMBERT AERODEVICES s.r.o. is entitled to cancel or change the term of any unperformed delivery or order and declare any outstanding invoices to be immediately due.

### **4. DELIVERY**

Delivery dates of LAMBERT AERODEVICES s.r.o. are only estimates and are conditioned on LAMBERT AERODEVICES s.r.o. receiving input materials in time. LAMBERT AERODEVICES s.r.o. is not responsible for the delay of deliveries or for partial or premature deliveries, and the customer must accept the delivery. The customer may not cancel any other orders or claim damages due to the delay of delivery of any part of the order.

### **5. WARRANTY**

All warranty claims are limited to 24 months from the date of delivery of non-compliant products unless agreed otherwise. The customer acknowledges that LAMBERT AERODEVICES s.r.o. is not the manufacturer of components that are incorporated in the product. To the extent permitted by applicable laws and agreements, LAMBERT AERODEVICES s.r.o. shall assign to the Customer all and any transferable warranties, securities and remedies to the products provided to LAMBERT AERODEVICES s.r.o. by the manufacturer, including those relating to infringements of intellectual property rights. The only remedy for the customer in the event of non-compliance with the warranty provisions of LAMBERT AERODEVICES s.r.o. is the repair of products, the replacement of products or the return of the purchase price paid by the customer for the products.

## 6. PRODUCT RETURN

Warranty-based product return: The customer must, in the warranty period, notify LAMBERT AERODEVICES s.r.o. in writing and indicate the specific product defect. If LAMBERT AERODEVICES s.r.o. finds that these products are ineligible for return, it sends them back to the customer with a notice that the shipping fee is paid by the recipient, or keeps these products for the customer to collect them at their own expense.

## 7. LIMITED LIABILITY

The liability of LAMBERT AERODEVICES s.r.o. towards the customer is limited to direct damages suffered by the customer, up to an amount not exceeding the price of the product concerned. LAMBERT AERODEVICES s.r.o. is not responsible for any indirect, special, incidental or consequential damages (such as lost profits or revenue, loss of data, loss of usability, reworking of a defective product, repair, production costs, withdrawal costs, damage to reputation or loss of customers), and the customer shall not be entitled to claim such damages. To the extent that LAMBERT AERODEVICES s.r.o. by law cannot disclaim any derived or statutory warranties, the customer's legitimate rights are not affected by this limitation of liability.

## 8. EVENTS OUTSIDE CONTROL OF LAMBERT AERODEVICES s.r.o.

LAMBERT AERODEVICES s.r.o. is not responsible for failure to fulfil its obligations under this agreement due to causes beyond its reasonable influence (such as force majeure, acts or omissions by the customer, downtime, disasters caused by humans or natural disasters, medical epidemic crises, lack of materials or products, strikes, criminal acts, delays in delivery or transportation or inability to obtain work, materials or products from regular sources).

## 9. GENERAL

- a) This agreement shall be governed, construed and applied in accordance with the laws of the country in which there is a legal entity LAMBERT AERODEVICES s.r.o. that has received a customer order ("decisive country"), without reference to principles of conflicts of laws.
- b) The Customer may not reassign this agreement without the prior written consent of LAMBERT AERODEVICES s.r.o.
- c) Unenforceability or invalidity of any provisions of these terms shall not affect the rest of the terms and conditions.