

General Terms and Conditions of Lorenc Metrologie, s.r.o.

Section I. General Provisions

- I.1. These General Terms and Conditions (hereinafter referred to as "GTC") of **Lorenc Metrologie, s.r.o.** with its registered office at Za Tratí 752, Klatovy, Postal Code 339 01, Company ID No. 29112915, VAT No. CZ29112915, registered in the Commercial Register by the Regional Court in Plzeň, Section C, File 25666 (hereinafter referred to as the "Provider") govern the mutual rights and obligations of the contracting parties arising in connection with or on the basis of a contract (hereinafter referred to as the "Contract") concluded between Lorenc Metrologie, s.r.o. and another natural or legal person (hereinafter referred to as the "Customer").
- I.2. The contractual relationship between the Provider and the Customer, hereinafter also referred to as the "contractual relationship", arises at the moment when the Customer expresses their agreement with the content of the Provider's proposal. In addition to a standard written or oral proposal for a contract, a proposal to conclude a contract within the meaning of Section 1732 of the Civil Code also includes a presentation of the supplier's services in the form of a printed or online catalogue.
- I.3. Any deviating provisions in the contract shall take precedence over these GTC.
- I.4. All information that the contracting parties have provided or will provide in connection with their contractual relationship and during its duration is confidential within the meaning of Section 1730 of the Civil Code, and both contracting parties are obliged to maintain confidentiality and ensure that it is not misused, and to refrain from any misuse of this information. This shall not affect the obligation to cooperate with public authorities in the exercise of their control and other powers. If either party breaches this obligation, the other party shall be entitled to demand payment of a contractual penalty of CZK 50,000 for each individual case of demonstrable breach of obligation. This shall not affect the right to compensation for damages.
- I.5. The contracting parties are obliged to maintain confidentiality in accordance with point I.4 for the entire duration of the contractual relationship under this contract and after its termination.
- I.6. In the event that Lorenc Metrologie, s.r.o. has access to the e-mail address of a business partner obtained in the course of its normal business activities, each business partner understands that Lorenc Metrologie, s.r.o. is entitled to send them commercial communications containing information and offers relating to the business activities of Lorenc Metrologie, s.r.o.

Section II. Verification of tachographs

II.1. Order

- II.1.1. The order is binding from the moment the vehicle is handed over to an authorised metrology centre and the "Order" form is signed, in which the participants confirm the handover and acceptance of the vehicle.
- II.1.2. The order must specify the type of tachograph being verified and, if applicable, the expected date of completion of the order.

II.2. Order completion date

- II.2.1 The expected date of completion of the order specified in the form under point IV.1 above may change if, during the performance of the service, the Provider discovers facts that were not apparent at the time of acceptance of the order and which reasonably extend the expected date of completion of the order. The Provider undertakes to inform the Customer of such a change and its reasons without undue delay, either by telephone or by e-mail.

II. 3 Handover of the vehicle (fulfilment of the order)

- II.3.1. Upon acceptance of the vehicle after completion of the order, the Customer is obliged to inspect and check it properly.
- II.3.2 A written report shall be drawn up on the facts ascertained during the handover of the vehicle from the metrology department, which shall be signed by both contracting parties. No account shall be taken of subsequent complaints about obvious defects detectable during the inspection.
- II.3.3. For the purposes of the Provider's contractual relations, the date of completion of the order shall be the date of handover of the vehicle.

II.4. Payment terms

- II.4.1. The Customer is obliged to pay the price of the service provided:
- a) on the basis of an invoice issued by the Provider for the service provided, payable within 30 days of the date of issue of the invoice, or
 - b) in cash upon collection of the vehicle, in the case of a customer who has not yet been in a contractual relationship with the Provider and does not have the necessary references available.
- II.4.2. The price of services will be charged according to the current price list, which the Provider publishes on its website.
- II.4.3. Unless otherwise agreed between the parties, in the event of a delay in payment for the services provided, the Provider is entitled to charge the Customer interest on late payments at the rate specified by applicable law, as well as a contractual penalty of 0.1 % of the amount due for each day of delay. This does not affect the right to compensation for damages.

II.5. Complaints

- II.5.1 The Customer is entitled to make a complaint about the service:
- a) in writing
 - b) in person at the provider's registered office.
- II.5.2 Complaints may be lodged during the warranty period – see Article II.7 below.

II.6. Right of retention

- II.6.1. Under the law, the provider is entitled to retain the vehicle and keep it in their possession until the invoiced repair cost has been paid in full.
- II.6.2. The Provider is obliged to notify the Customer in writing of the exercise of the right of retention. For these purposes, the written form is also complied with when using electronic mail.

II.7. Warranty

- II.7.1. The Provider provides the Customer with a warranty for the performance of the service for a period of 6 months from the completion of the order (see point IV.3.3.).
- II.7.2. If a defect in the service provided becomes apparent during the warranty period, the Provider is obliged to remedy the defect free of charge.

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II.7.3. The Provider is responsible for ensuring that the service provided to the Customer meets the quality requirements for the service offered in accordance with applicable legislation.

II.8. Liability for damage.

II.8.2. The Customer bears full responsibility for items placed in the vehicle handed over for repair.

II.8.3. The Provider is not liable for damage caused by previous or subsequent interference with tachographs and repairs carried out by the Customer or a third party.

II.8.4. The Provider is obliged to have insurance. At the Customer's request, the Provider shall provide proof of insurance and its scope.

Section III. Final provisions

III.1. Matters not expressly regulated by these general terms and conditions shall be governed by the Civil Code.

III.2. By concluding a contract within the meaning of these General Terms and Conditions, the Provider and the Customer confirm that they are familiar with the Provider's General Terms and Conditions and that they agree to these terms and conditions without reservation.

III.3. These GTC are published at the following internet address: www.lorenc-logistic.cz and are available in printed form at the Provider's registered office.

III.4. These GTC shall enter into force and effect on 1 March 2021.