

PURCHASING CONDITIONS

GEZGIN OUTDOOR s.r.o. – PRAGUE

I. General

- 1.1. These Purchasing conditions, in the following referred to as: “**conditions**”, are a part of every application, quotation, assignment, and purchase order of (daughter companies of) Gezgin Outdoor s.r.o., in the following referred to as: *Gezgin Outdoor s.r.o.*, with legal seat in Prague, but with offices on Vojtěšská 211/6, Nové Město, 110 00 (Municipality of Prague, the Czech Republic), of which are a part, among others, the corporations Brinicle s.r.o., and Bhojan s.r.o., and whereby Gezgin Outdoor - or one of their daughter companies, such to be independently and entirely freely determined by Gezgin Outdoor s.r.o. or one of their daughter companies - acts as Client vis-a-vis a Contractor, as well as to each Agreement between Gezgin Outdoor and a Contractor. Wherever reference is made in these conditions to Gezgin Outdoor, therefore, thereby may also be understood a daughter company of Gezgin Outdoor to be (further) designated by Gezgin Outdoor.
- 1.2. Any possible general (sales) conditions or purchasing conditions applied by the Contractor, whatever they are called, are expressly rejected and do not apply with regard to the agreement concluded between Gezgin Outdoor and contractor, unless these conditions of Contractor or one or several provisions thereof have been expressly accepted in writing by Gezgin Outdoor beforehand.
- 1.3. The underlying application, quotation, assignment, and purchase order - along with the present conditions – represent the complete arrangements between Gezgin Outdoor and Contractor with regard to the delivery of matters and/or services for which the agreement was concluded.
- 1.4. The Contractor with whom an agreement was concluded once on these conditions accepts the applicability of these conditions to all later applications, quotations, assignments, and purchase orders of Gezgin Outdoor and agreements between Gezgin Outdoor and Contractor..
- 1.5. Modifications to the agreement concluded between Gezgin Outdoor and the contractor and derogations from these Purchasing Conditions will only be effective if established as such in writing between Gezgin Outdoor and the Contractor. Such modifications in that case only apply per case.

II. Definitions

- 2.1. Wherever reference is made in these conditions to “**Delivery**” thereby is intended: a (partial) performance by Contractor as described in the Agreement, such as, for example, the delivery of matters, the realisation of a work, and the execution of an assignment.
- 2.2. Wherever reference is made in these conditions to “**Contractor**” thereby is intended: the natural person or the legal person with whom Gezgin Outdoor has concluded an Agreement with regard to a Delivery.
- 2.3. Wherever reference is made in these conditions to

“**Agreement**” thereby is intended: the agreement between Gezgin Outdoor and Contractor, including the present Purchasing Conditions which are a part of the agreement.

- 2.4. Wherever reference is made in these conditions to “**Quality Standard**” thereby is intended the classification of products in accordance with the quality management system standards that are applicable to the products of the Contractor.

III. Adoption of the Agreement | modification of the Agreement

- 3.1. All verbal or written quotations made by or on behalf of Contractor are irrevocable, unless it is expressly and unambiguously indicated that the quotation is non-committal.
- 3.2. An Agreement is adopted through the acceptance by Gezgin Outdoor of the offer of Contractor. This acceptance can exclusively be evinced by a clear, written confirmation from a collaborator of Gezgin Outdoor who is authorized to such effect.
- 3.3. Verbal orders or assignments do not bind Gezgin Outdoor if they were not confirmed by a collaborator of Gezgin Outdoor authorized to such effect in writing.
- 3.4. Contractor is obligated to confirm a purchase order placed by Gezgin Outdoor within two business days after the receipt thereof. Contractor is obligated to confirm, i.e., send the order confirmation and packing slip or different written notice, or if established otherwise in writing, exclusively to:
 - info@gezginoutdoor.com for Gezgin Outdoor s.r.o.,
 - info@brinicle.cz for Brinicle s.r.o.,
- 3.5. Contractor is obligated to state on the order confirmation at least the purchase order number of Gezgin Outdoor, the item number, the price, and the delivery date transmitted by Gezgin Outdoor. Any possible changes to item numbers must be reported by Contractor immediately upon the order confirmation.
- 3.6. A deviation from the order confirmation sent by Contractor with respect to the offer does not bind Gezgin Outdoor, unless Gezgin Outdoor has expressly accepted the deviation in writing.
- 3.7. If Contractor carries out activities that were not previously established in writing with Gezgin Outdoor as described in this article, those are not compensated by Gezgin Outdoor.
- 3.8. The costs involved in the preparation of a quotation or an offer (whatever they are called) are borne by Contractor, unless parties explicitly establish otherwise in writing.
- 3.9. A modification of the Agreement is only possible if Gezgin Outdoor unambiguously agrees in writing with a modification.
- 3.10. Contractor must first have the written permission of Gezgin Outdoor before he may proceed with the implementation of the modified Agreement.
- 3.11. If Contractor holds that the Agreement must be expanded or

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abridged, Contractor must first notify Gezgin Outdoor accordingly in writing without delay. Subsequently, Contractor will forward an additional quotation to Gezgin Outdoor within two business days.

- 3.12. Contractor must first have the written permission of Gezgin Outdoor before he may proceed with the implementation of an expanded or abridged Agreement.

IV. Obligations and responsibilities of Contractor | implementation Agreement | Quality

- 4.1. Prior to conclusion of the Agreement, Contractor is obligated to investigate whether he has all information he deems necessary to be able to carry out the Delivery for Gezgin Outdoor. If Contractor holds after conclusion of the Agreement that information is missing that is relevant for the implementation of the Agreement, the consequences thereof are at the expense of Contractor and he is unable to appeal to any rights vis-a-vis Gezgin Outdoor.
- 4.2. The dates mentioned in the Agreement (including the delivery time) are strict time limits, unless explicitly established otherwise. Through the overrunning of a time limit, Contractor falls into default legally without a default notice being required for it.
- 4.3. Deliveries by or via Contractor must occur as Full Container Load (FCL), according to Incoterms 2010, with loading at the Contractor's premises or agreed location, and delivery at the place of destination indicated in the Agreement on the date and at the time mentioned, unless explicitly established otherwise. The transport takes place at the expense and risk of Contractor until the container is loaded at the Contractor's premises. From that point onward, the risk and costs transfer to the Buyer, unless otherwise agreed.
- 4.4. Contractor or a transporter to be deployed by Contractor must be "self-unloading" (able on location to properly unload himself), unless parties expressly establish otherwise in writing.
- 4.5. The risk of a Delivery only passes to Gezgin Outdoor after it has been unloaded at Gezgin Outdoor or at a location designated by Gezgin Outdoor, Gezgin Outdoor has signed for receipt, and has accepted the Delivery.
- 4.6. If Gezgin Outdoor notifies Contractor in time that it cannot receive a Delivery at the agreed place/time, Contractor will safely store the Delivery and take reasonable measures until Gezgin Outdoor can receive it..
- 4.7. Unless parties expressly establish otherwise in the Agreement, a postponement as intended in article 4.6. only confers a right to the compensation of the costs incurred reasonably to Contractor if such postponement lasts longer than two(2) weeks. Otherwise, the costs are borne by Contractor.
- 4.8. If Contractor on grounds of the Agreement must deliver under one or more required certificate(s), Contractor is obligated to enclose a copy thereof in the Delivery.

- 4.9. If Contractor must still make a back delivery to Gezgin Outdoor, the costs of such back delivery are borne entirely by Contractor, unless parties expressly establish otherwise in writing.

- 4.10. It is not permitted to Contractor to deploy third parties for the implementation of activities in the context of the Agreement, unless Gezgin Outdoor has granted prior written consent for this to Contractor, which consent Gezgin Outdoor may subject to additional conditions. In case of the deployment of third parties, Contractor remains fully responsible for the proper compliance with his undertakings on account of the Agreement concluded with Gezgin Outdoor and for the activities conducted or matters delivered by these third parties.

- 4.11. If what was delivered by Contractor in the opinion of Gezgin Outdoor does not correspond with the Agreement, Gezgin Outdoor will communicate such forthwith to Contractor. Contractor is obliged to immediately replace the matters already delivered or to restore them. If Contractor has not replaced or restored the matters within two business days after the reporting of a complaint of Gezgin Outdoor, Gezgin Outdoor has the right to have these matters delivered or restored by third parties at the expense of Contractor. Gezgin Outdoor may set off the costs involved therein against what may still be owed to Contractor on account of the Agreement.

- 4.12. Contractor is obliged to have a liability insurance that is in line with the Delivery, the Agreement, and the present Purchasing Conditions, and with a coverage of at least € 1,000,000 per event or per several events with one and the same cause. Contractor is obliged upon first request of Gezgin Outdoor to provide a current and valid policy of this insurance. Contractor is furthermore obligated to timely and completely comply with all obligations on account of this liability insurance (also including the obligation to pay fees).

- 4.13. The quality standard, quantity, and weight of the matters purchased by Gezgin Outdoor as determined at the time that the matters are delivered at the company of Gezgin Outdoor are determinative.

- 4.14. The weight of the matters purchased by Gezgin Outdoor is established by weighing at the company or warehouse of Gezgin Outdoor. Gezgin Outdoor guarantees that use is made of calibrated weighing equipment.

- 4.15. All statements by Gezgin Outdoor of numbers, sizes, weights and/or other indications with regard to the matters are made with as much diligence as possible. Contractor guarantees that no deviations (of more than 3%) will occur in the matter.

- 4.16. The quality of the matters purchased by Gezgin Outdoor can upon request of Gezgin Outdoor be further determined. This determination of quality will take place in the manner that is customary in the sector by Gezgin Outdoor or a controller to be designated by them based on samples taken from the

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batch delivered.

- 4.17. The Contractor must verify beforehand that the matters ordered from him and the associated documentation, packaging, labelling and/or other information are compliant with all provisions established for such by the authorities in the country of destination.

V. Packaging Delivery

- 5.1. Contractor is obligated to package the Delivery(/-ies) in conformity with the instructions and/or indications provided for it by Gezgin Outdoor.
- 5.2. If matters to be delivered by Contractor must be packaged, Contractor is obliged to take care of good and sound packaging that is in accordance with the safety requirements.
- 5.3. The matters and goods to be delivered by Contractor to Gezgin Outdoor must be provided by Contractor with a digital reference, so that the provenance thereof can be traced for origin and production.

VI. Intellectual property

- 6.1. If Contractor carries out a Delivery in the context of the Agreement that is subject to intellectual property rights, Contractor grants Gezgin Outdoor a free, non-exclusive, and transferable license that is valid for an indefinite time for the use of the Delivery in case. This license comprises in any event the right of disclosure and multiplication.
- 6.2. Contractor guarantees Gezgin Outdoor that upon the implementation of the Agreement patents, licenses, copyrights, and other rights of intellectual property of third parties are not violated.
- 6.3. Contractor safeguards Gezgin Outdoor against claims by third parties that flow from an infringement of intellectual property rights related to the Agreement and will compensate all damage that Gezgin Outdoor incurs as a result of that infringement.

VII. Confidentiality

- 7.1. Parties are mutually obliged to observe the confidentiality of the information received by them in the context of the (adoption of the) Agreement.
- 7.2. All drawings, designs, specifications, and other data that Gezgin Outdoor has provided to Contractor remain the property of Gezgin Outdoor.
- 7.3. Contractor is obligated to respect the total secrecy of all information he receives from Gezgin Outdoor in the context of the (adoption of the) Agreement. Contractor is obliged to oblige his employees and the third parties deployed by him for the implementation of the Agreement to observe the same secrecy.
- 7.4. It is prohibited to Contractor publicize the implementation of the Agreement or a Delivery, unless prior written approval was granted for this by Gezgin Outdoor, which approval may be subjected by Gezgin Outdoor to (financial) conditions.

- 7.5. Violation by Contractor of the confidentiality obligations mentioned in this article is qualified by parties as a serious attributable shortcoming and this grants Gezgin Outdoor the authority to rescind this agreement with immediate effect, without any right to compensation (of damages), nor to compliance, thereby arising for Contractor vis-a-vis Gezgin Outdoor.

- 7.6. The confidentiality obligations described in this article remain effective after termination of the Agreement as well.

VIII. Force majeure

- 8.1. Contractor can only appeal to force majeure vis-a-vis Gezgin Outdoor in the event of a shortcoming that cannot be attributed to the fault of Contractor, and neither pursuant to the law, a legal transaction, or commonly held opinion falls under his responsibility.
- 8.2. If Contractor appeals to force majeure, Contractor is obliged to forthwith inform Gezgin Outdoor in writing concerning, while providing a substantiation of such appeal.
- 8.3. If Contractor cannot, cannot timely, or cannot properly comply with his obligations from the Agreement as a result of force majeure, those obligations are entirely or partially suspended until the moment that Contractor is able to still comply vis-a-vis Gezgin Outdoor in the established manner.
- 8.4. Gezgin Outdoor has the right in case the situation of force majeure as intended in 8.3. has occurred for 14 consecutive days to rescind the agreement after entirely or partially with immediate effect in writing, without any right to compensation (of damages), or any right to compliance, thereby arising for Contractor vis-a-vis Gezgin Outdoor.

IX. Prices | Payment | Invoicing

- 9.1. The price established between Gezgin Outdoor and Contractor is inclusive of all costs, duties, and taxes, and exclusive of sales tax, unless parties expressly establish otherwise in the Agreement.
- 9.2. If there were to be changes during the term of the Agreement to wage costs, prices of material, taxes, and any other charges whatsoever, then these are borne by Contractor, unless parties expressly establish otherwise in the Agreement.
- 9.3. The invoice(s) to be sent by Contractor in the context of the Agreement must be prepared in the name of Gezgin Outdoor s.r.o.- or one of their daughter companies mentioned in article 1.1., such to be determined independently and entirely freely by Gezgin Outdoor or one of their daughter companies - and must be compliant with the (legal) requirements to be set for such, including the VAT-number, the Chamber of Commerce number, the IBAN and BIC-number. In addition, the invoice must be provided with the purchase order number of Gezgin Outdoor - or one of their daughter companies mentioned in article 1.1., such to be determined independently and entirely freely by Gezgin Outdoor or one of their daughter

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companies intended above - in article 3.5., as well as with any such additional information as may be mentioned in the Agreement.

- 9.4. The invoice(s) to be sent by Contractor must contain a specification of all products, matters, services, whatever they are called, that were delivered to Gezgin Outdoor in the context of the Agreement, including the associated item numbers.
- 9.5. Contractor must exclusively send the invoices in the context of the Agreement to info@gezginoutdoor.com . Only then will Gezgin Outdoor accept the invoice(s) for processing.
- 9.6. Contractor only has the right to send an invoice after the Delivery in the context of the Agreement has been carried out and/or completed. An invoice date on an invoice of Contractor can never fall before an established delivery date.
- 9.7. Gezgin Outdoor will pay the invoice(s) within the term established in writing with Contractor following the correct receipt of the right invoice(s) and if it has been established that the Delivery in the context of the Agreement occurred correctly and in conformity with the Agreement and Contractor has complied with all obligations.
- 9.8. Invoices that do not meet the requirements established in this article are not accepted for processing by Gezgin Outdoor. Gezgin Outdoor returns the invoice and does not settle it.
- 9.9. If Contractor does not, does not timely, or does not completely comply with one or more obligations from the Agreement, then Gezgin Outdoor has the right to suspend their obligations, also including their payment obligations.
- 9.10. Payment by Gezgin Outdoor under no circumstance means that Gezgin Outdoor waives their rights.

X. Sanctions clause

- 10.1. In case of the overrunning of a term established in the Agreement, Contractor forfeits a fine to Gezgin Outdoor. The amount of the fine is equal to the amount that Gezgin Outdoor would have owed to Contractor in case of the timely and correct implementation of the Agreement. Upon the overrunning of an established term, Gezgin Outdoor has the right to rescind the Agreement, without the intervention of the court of law, without owing anything to Contractor, and without being bound to comply.
- 10.2. Payment of the fine mentioned in article 10.1. does not relieve Contractor of his obligations on account of the Agreement.
- 10.3. Entitlement to the fine leaves unaffected the right of Gezgin Outdoor to compliance and to compensation of damages.

XI. Complaint

- 11.1. A Delivery is only deemed to have been accepted by Gezgin Outdoor if this Delivery has been approved by Gezgin Outdoor.
- 11.2. Gezgin Outdoor has the right and the authority during at least three months after Delivery or after discovery of an issue with regard to the Delivery to file complaint with Contractor.

Parties establish that this term is a reasonable term.

XII. Suspension and retention

- 12.1. Contractor expressly waives his right to suspend his obligations from the Agreement if Gezgin Outdoor were to be in default.
- 12.2. Gezgin Outdoor has the right to suspend their (payment) obligations if Contractor falls short or threatens to fall short in complying with his undertakings on account of the Agreement.
- 12.3. Contractor expressly waives any possible appeal by Contractor to a lien.

XIII. Liability

- 13.1. Contractor is liable towards Gezgin Outdoor for all damage (also including direct and indirect damage, such as business damage and loss of profit) that Gezgin Outdoor incurs as a result of a shortcoming in complying with the obligations of Contractor on account of the Agreement, unless wilful intent or deliberate recklessness on the part of Gezgin Outdoor pertains. This liability applies fully if Contractor has deployed third parties for the implementation of the Agreement. Contractor is fully liable vis-a-vis Gezgin Outdoor for damage that Gezgin Outdoor incurs as a result of a shortcoming by these third parties that were deployed.
- 13.2. Contractor safeguards Gezgin Outdoor against all third-party claims that are related directly or indirectly, intermediately or immediately, to the implementation of the Agreement (also including a product and/or part that was delivered).

XIV. Rescission | cancellation

- 14.1. In the following situations, Contractor falls into default legally, without any default notice being required from Gezgin Outdoor, Gezgin Outdoor has the right to entirely or partially rescind or cancel the Agreement:
 - a) Contractor does not, does not timely, or does not completely comply with one or more of his obligations on account of the Agreement;
 - b) A bankruptcy application has been filed against Contractor, he has gone bankrupt, or has applied for suspension of payments and/or submitted a request for the legal restructuring of his debts;
 - c) An attachment is levied on matters or claims of Contractor;
 - d) The Contractor is dissolved or liquidated;
 - e) Contractor transfers (parts of) his enterprise or the control thereof completely or partially to third parties.
- 14.2. If Gezgin Outdoor exercises their rights of rescission or cancellation as described in this article, this leaves unaffected the right of Gezgin Outdoor to obtain a compensation (of damages) and other legal rights.
- 14.3. Upon a rescission or cancellation, the claims of Gezgin Outdoor on Contractor become immediately exigible.

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XV. Warranty

- 15.1. Without prejudice to his liability from the Agreement or the law, Contractor guarantees Gezgin Outdoor that the Delivery(/-ies) correspond(s) with the Agreement. This warranty comprises amongst other matters that:
- a) The matters are compliant with the information provided, quantity submitted, weight and other specifications of Gezgin Outdoor;
 - b) The matters are suitable for the purpose of the Agreement;
 - c) The matters are of good quality, without any defects, finished, and ready for use;
 - d) The matters are compliant with the applicable legal requirements, standards, and arrangements in the sector;
 - e) The matters clearly indicate who the manufacturer is or who the party is introducing the matters into commercial exchange.
- 15.2. A warranty term applies as stipulated in the Agreement.
- 15.3. If no warranty term is stipulated in the Agreement, a warranty term of the technical lifespan or usage duration of the matters delivered under the Agreement (whatever they are called) applies, counted from the moment of delivery at Gezgin Outdoor. It applies to at least six months.
- 15.4. If it turns out during the warranty period that delivered matters and/or a Delivery are/is not compliant with the guarantees provided by Contractor, Gezgin Outdoor will report such within a reasonable term after discovery of the defect to Contractor.
- 15.5. Contractor is obligated to replace or restore the relevant Delivery(/-ies) within two business days after the report by Gezgin Outdoor free of charges, or to supplement what was missing, unless Gezgin Outdoor chooses to terminate the Agreement.

XVI. Miscellaneous provisions

- 16.1. Contractor informs Gezgin Outdoor upon own initiative instantly in the event of, or if Contractor is confronted with, deliberate or accidental impairment of products and/or the blackmailing with products and resulting damage that may happen or happens to Contractor or is incurred by him.
- 16.2. If in the opinion of one of the parties such is necessary for the proper implementation of the Agreement or if measures are required for this, each of the parties can request a consultation concerning instantly so as to establish joint measures to counter this.
- 16.3. If one of the provisions of these Purchasing Conditions turns out to be invalid, then this does not impair the validity of the other provisions.

XVIII. Applicable law and choice of court

- 17.1. To the legal relationship (also including the Agreement) between Gezgin Outdoor and Contractor, Czech Republic legislation is exclusively applicable.
- 17.2. The United Nations Convention regarding international

purchase agreements concerning movable goods of 1980 (the Vienna Commercial Convention) is expressly not applicable to the Agreement concluded between Gezgin Outdoor and the Contractor. The effect of this treaty is excluded.

- 17.3. Any dispute flowing from the Agreement concluded between Gezgin Outdoor and the Contractor, also including the collection of a claim, will only be allowed to be subjected to the judgment of the competent court of law of Czech republic, seat of Prague, such to the exception of disputes that belong to the competence of the preliminary injunctions court 'Městský soud'.
- 17.4. In case of a possible deviation between a provision of the Czech version of these Purchasing Conditions and the translation thereof in a different language as well as in the event of a difference regarding interpretation, the Czech version is exclusively decisive and binding.

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