TERMS AND CONDITIONS FOR THE SALE OF GOODS OF ALBA Professional s.r.o.

Valid from 1 August 2026

1. Validity and definitions

1.1 These Terms and Conditions regulate the terms and conditions of sale of the Goods by ALBA Professional s.r.o., with its registered office in the Czech Republic, Sklenářka 487/1, 268 01 Hořovice, ID No.: 19284055, VAT ID: CZ19284055.

1.2 Purchase agreement. The Purchase Contract means:

1. Purchase contract concluded on the basis of the Buyer's written order delivered to the Seller and delivery of its written confirmation to the Buyer. A confirmation of an order that contains additions, reservations, limitations or other changes shall be deemed a rejection of the order and shall constitute a new proposal by Seller to enter into the Purchase Contract, even in the case of such addition, reservation, limitation or other change that does not materially alter the terms of the order; or
2. Purchase contract concluded via the B2B portal in accordance with Article 9 of these Terms and Conditions.

1.3 Seller and Buyer. In these Terms and Conditions, the Seller shall always mean ALBA Professional s.r.o. The Buyer means the Seller's customer, but always only the business with whom the Seller enters into a Purchase Contract for the Goods. For the avoidance of doubt, by entering into the Purchase Agreement, the parties expressly confirm that they are entrepreneurs and enter into the Purchase Agreement in the course of their business.

1.4 Establishment. The Seller's registered office is located at Czech Republic, Hořovice, Sklenářka 487/1, Postal Code 268 01. The Buyer acknowledges that the manufacture, assembly, dispatch or receipt of the Goods takes place at the Premises, unless otherwise expressly stated in these Terms and Conditions.

1.5 Deadlines. Unless otherwise expressly stated, deadlines are stated in calendar days.

1.6 Material breach of duty. A material breach of the obligations set forth in the Purchase Contract and/or these Terms and Conditions shall be deemed to be, in particular, a delay by the Buyer in (i) fulfilling the obligation to pay the Purchase Price for the Goods to the Seller in due and timely manner or (ii) failure by the Buyer to provide cooperation for more than 15 days.

1.7 Contractual penalties. All contractual penalties under these Terms and Conditions are always payable within 14 days of receipt of the contractual penalty statement by the other party. Payment of liquidated damages shall not affect the Seller's right to compensation in any way.
1.8 Goods. In these Terms and Conditions, Goods means tangible movable property and parts thereof, in particular equipment particularly suitable for the preparation of food in catering establishments, etc., and always according to the Seller's current offer, which the Seller undertakes by the Purchase Contract to deliver to the Buyer and transfer the ownership right to these items to the Buyer and the Buyer undertakes to accept them and pay the purchase price for them to the Seller, irrespective of whether the Goods are referred to in the Purchase Contract as Goods, spare parts, etc.
1.9 B2B portal. B2B portal in these Terms and Conditions means an online shop which is intended for the sale of Goods by the Seller to Buyers who are entrepreneurs and which is operated by the Seller on a website located at https://b2b.alba-professional.cz (the "Website"), through the interface of the Website (the "Interface").
1.10 Civil Code. In these Terms and Conditions, the Civil Code means Act No. 89/2012 Coll., the Civil Code, as amended.

2. Quality, packaging and documents for the Goods

2.1 Quality, quality and performance. The Goods shall conform to the Buyer's usual quality and requirements and to the technical standards expressly required by the Buyer or brought to the Seller's express and timely attention by the Buyer. The Buyer declares that the Seller shall not be liable for any defects in the Goods resulting from incorrect, inaccurate or unclear specifications or requirements of the Buyer and that the Seller shall not be obliged to bring such defects to the Buyer's attention. The consequences of any changes made to the Goods at the Buyer's request, in particular any extension of the subject matter of the Purchase Contract, shall be borne by the Buyer, in particular any increase in price, extension of the time of performance, etc. The Seller reserves the right to deliver the Goods in an altered design or part design compared to the design requested by the Buyer, provided that such changes do not functionally affect the purpose of use of the Goods, if such Goods are manufactured according to the technical and manufacturing documentation of the Seller.
2.2 Packing, securing and precautions Goods. For any transportation, the Seller shall pack, secure or otherwise provide for the Goods for transportation in a reasonable manner customary in the course of trade.
2.3 Documents for the Goods. Together with the Goods, the Seller is obliged to deliver to the Buyer the documents that are expressly mentioned in the Purchase Agreement. If such documents are not expressly stated in the Purchase Agreement, the Seller shall deliver to the Buyer (except for spare parts, stainless steel furniture and co-operative work) only the delivery

note, the certificate of quality and completeness of the Product and the instruction manual.

3. Delivery of Goods and retention of title

3.1 Place of delivery. Unless otherwise provided in the Purchase Agreement, the place of delivery shall be the Seller's Premises.
3.2 Proper delivery. The Seller shall fulfil its obligation to deliver the Goods properly and on time by handing them over to the Buyer. The delivery of the Goods to the Buyer shall include a delivery note. If shipment of the Goods by the Seller to the Buyer is agreed in the Purchase Contract, the obligation to deliver the Goods shall be fulfilled by delivery of the Goods to the first carrier at the agreed place of delivery, or without specifying a place of delivery, for shipment to the Buyer at the destination according to the shipping disposition specified in the Purchase Contract, in accordance with customary practices and to the account of the Buyer. At the moment of handing over the Goods to the first carrier for transportation for the Buyer, the Buyer takes over the Goods. The Seller reserves the right to partial performance.
3.3 Reservation of ownership. The Goods delivered shall remain the property of the Seller until the full purchase price of the Goods has been paid. If the Buyer breaches the Purchase Agreement in any way, then the Buyer shall, upon written demand, immediately deliver to the Seller all Goods subject to retention of title in its possession.
3.4 Delivery clause. The delivery of the Goods shall be subject to the EXW delivery condition at the Seller's place of business in accordance with the INCOTERMS 2010 rules.
3.5 Contractual penalty. If the Seller fails to fulfil its obligation to deliver the Goods specified in the relevant Purchase Contract to the Buyer in a timely manner, the Buyer shall be entitled to a contractual penalty against the Seller in the amount of 0.05% of the purchase price of the Goods (taking into account any discount on the purchase price), the delivery of which the Seller is in delay, for each day of delay, but up to a maximum of 10% of the purchase price of the Goods, the delivery of which the Seller is in delay.

4. Term of performance and Buyer's cooperation

4.1 Delivery on working days and during working hours. If the place of delivery of the Goods is the Seller's Premises, the Buyer shall collect the Goods on working days and during the Seller's normal business hours. If the Buyer fails to collect the Goods for reasons not attributable to the Seller, the obligation to deliver the Goods shall be discharged by the Seller on that date, the risk of damage to the Goods shall pass to the Buyer and the Seller shall be entitled to store the Goods at the Buyer's expense. The Seller shall notify the Buyer of this fact without undue delay and inform the Buyer of the storage costs.

4.2 Delivery date. The time of delivery of the Goods by the Seller to the Buyer is specified in the Purchase Contract.
4.3 Buyer's Cooperation. The Seller's compliance with the delivery time of the Goods is dependent on the proper and timely cooperation of the Buyer. If Buyer delays in providing proper and timely cooperation, the delivery time of the Goods shall be extended by at least the period of such Buyer's delay. The Buyer shall accept the Goods within such extended delivery period. If the Buyer is to pay the price of the Goods before delivery, the Seller shall be entitled to deliver the Goods to the Buyer only after the price of the Goods has been paid to the Seller in full.

5. Warranty and claim for defective performance

5.1 Warranty on the Goods delivered and its duration. The Seller provides the Buyer with a guarantee for the Goods delivered. Unless otherwise stated in these Terms and Conditions, the warranty period shall be 12 months and shall commence from the date of delivery of the Goods by the Seller to the Buyer; for spare parts, the warranty period shall be only 12 months from the date of delivery. Legal liability for defects in the Goods is hereby excluded.
5.2 Inspection of Goods. The Buyer shall promptly inspect the Goods upon delivery for obvious defects. In the event that the quantity or type of the Goods upon delivery and acceptance does not conform to the Purchase Contract or the Goods have obvious defects which can be detected upon inspection of the Goods carried out with due ordinary care, the Buyer shall be obliged to indicate such detected defects in the delivery note. Minor or insignificant defects shall not have the effect of delaying the Buyer's obligation to accept the Goods and pay the purchase price.
5.3 Defect report. If the Buyer discovers any defects in the Goods, unless otherwise provided in the Purchase Agreement, the Buyer shall prepare a defect report which shall include a precise description of the defect in question, a description of the replacement part which the Buyer requests to be supplied, a precise identification of the machine or equipment to which the complaint relates (including the serial number) and the date of delivery of the Goods in question to the Buyer. The Buyer shall provide the original of the relevant tax receipt and a duly completed certificate of quality and completeness of the product. The Buyer shall promptly deliver this report to the Seller together with the defective Goods, or the defective part thereof, together with a request for delivery of a replacement part.
5.4 Buyer's Claims. In the event of a defect in the Goods, the Buyer shall only be entitled to have the Goods repaired, either by supplying a replacement part for the Goods or by repairing them directly, at the Seller's sole option, unless the Buyer agrees otherwise in writing with the Seller. The Parties stipulate that upon delivery of the replacement part by the Seller to the Buyer, the defect in the Goods shall be deemed to have been remedied. The Buyer is not

entitled to have the defect removed by a third party without the prior consent of the Seller.

5.5 Removal of defects. The Seller is obliged to comment on the sent defect notification, i.e. whether or not it accepts the defect, within a reasonable period of time, taking into account the nature of the defect, the necessity of its assessment and the production possibilities, but no later than 30 days from the date of its receipt. The Seller shall be entitled to send the Buyer the required replacement part, even prior to his statement according to the previous sentence; this shall not constitute a confirmation of the defect of the Goods or any other claim of the Buyer. If the Goods were not defective and the Seller rejects the defect, the Seller shall send the Buyer an invoice for the purchase price of the replacement part without delay. The due date of the invoice and the retention of title to the replacement part shall be governed by the terms of these Terms and Conditions mutatis mutandis. The warranty period of a product for which a defective part or component has been repaired or replaced shall not be extended or restarted. Title to the defective part or component that has been replaced under the rights of defective performance shall pass to the Seller at the time of replacement of the part or component and the Buyer shall deliver it to the Seller at its expense without undue delay, unless the Parties agree otherwise.

5.6 Exclusion. The Seller shall not be liable for defects in the Goods (i) caused by installation, repair, alteration, storage, use or care of the Goods which have been carried out unprofessionally, contrary to the instructions for use, contrary to the Seller's instructions or in connection with the use of the Goods for other purposes, than intended, (ii) caused by improper transportation, improper handling of the Goods, made in violation of the instructions for use for the Goods supplied or in violation of the normal handling of the Goods, (iii) wear parts (e.g. (iv) caused by unprofessional handling of the Goods or servicing of the Goods by persons without specific authorisation (certificate) obtained from the Seller or persons authorised by the Seller to service the Goods, (v) caused by the use of the Goods in conditions other than normal or particularly demanding (e.g. at sea, at low temperatures, in extremely dusty environments, etc.).), (vi) parts or components intended to be damaged or destroyed by excessive stresses incurred in the performance of that function, (vii) caused by normal wear and tear of the Goods or significant contamination of the Goods, (viii) where the Buyer has requested a particular design, method of construction or arrangement which is different from the normal design of the Goods, if the cause of the defect is related to the required design, method of construction or arrangement of the Goods, (ix) Goods where the serial number has been destroyed or removed, (x) caused by breakage or cracking of glass parts, or breakage of bonded glass, (xi) for parts made of plastic, (xii) for parts made of stone or artificial stone, (xiii) for bonded joints (e.g. Pactan), (xiv) on the adjustment of the control and control elements of the Product, (xv) on the tubing in the peristaltic dispenser, (xvi) on the tubing from the dispenser to the canister, (xvii) on the washing chemistry filter and the weights on the tubing, (xviii) on the pump seal, (xix) on the pump propeller in case of mechanical damage by a foreign object, (xx) in case of damage to the electronics due to a surge in the electrical network.

5.7 Failure to pay the purchase price until the defects have been rectified. The exercise of

claims for defective performance shall not entitle the Buyer to suspend any payment, even in part, to the Seller.

6. Purchase price and payment terms

6.1 Amount of the purchase price. The Buyer shall pay the Seller the Purchase Price set forth in the Purchase Agreement. If the Purchase Price is not expressly stated in the Purchase Contract, the price at the time of order shipment as stated in the Seller's price list sent to the Buyer by the Seller, or available on the Seller's Website, and/or available to the Buyer upon request, shall apply. The Purchase Price does not include taxes, duties, insurance and freight, which are charged separately to the Buyer, unless otherwise provided in the Purchase Agreement.

6.2 The original invoice. Payment of the purchase price by wire transfer shall be made by the Buyer on the basis of the original invoice. In the event that the invoice issued by the Seller does not have the prescribed details, contains data contrary to the Purchase Agreement or these Terms and Conditions, the Buyer is obliged to immediately inform the Seller of this fact, who is obliged to issue and deliver a new invoice to the Buyer without undue delay. However, the Buyer shall not be entitled to suspend or refuse payment of the purchase price or any part thereof in due time due to an incorrect tax document issued by the Seller.

6.3 Maturity of the purchase price. The maturity of the purchase price is set out in the Purchase Agreement. In the event that the due date for payment of the Purchase Price is not set out in the Purchase Contract, the Buyer shall pay the Purchase Price within 14 days of the date of the Seller's invoice to the Buyer and/or delivery of the Goods, whichever is earlier.

6.4 Set-off and assignment of claims. The Buyer shall be entitled to unilaterally set off against the Seller's claims under or in connection with the Purchase Agreement or these Terms and Conditions any of its claims or claims acquired by assignment against the Seller only with the Seller's prior written consent. The Buyer shall be entitled to assign its claims against the Seller only with the Seller's written consent. In the event that the Buyer sets off or assigns claims against the Seller under the Purchase Contract or these Terms and Conditions in violation of this Article, the Buyer shall be obliged to pay the Seller a contractual penalty of 10% of the amount of the claim that should have been set off or assigned.

6.5 Contractual penalty and statutory interest. In the event of delay by the Buyer in payment of the purchase price due, the Buyer shall pay the Seller a contractual penalty of 0.05% of the amount due for each day of delay and statutory interest on the delay.

6.6 Suspension of performance. In the event of non-payment of the agreed deposit or full price of the previous partial performance under the Purchase Contract, or default in any other debt owed by Buyer to Seller, Seller shall have the right to suspend the commencement of production, purchase of materials and other preparatory and implementation activities, including

further performance of any Purchase Contract, including this Agreement, without Buyer's right to claim any penalty or damages by reason of any delay or suspension of performance so caused.

7. Termination of the Purchase Agreement

7.1 Withdrawal from the Purchase Agreement. Unless the Purchase Contract or these Terms and Conditions provide otherwise, the Seller is entitled to withdraw from the Purchase Contract in accordance with the laws of the Czech Republic, especially in the event of a material breach. The Seller shall also have the right to withdraw from the Purchase Contract in the event that insolvency proceedings are initiated against the Buyer in accordance with the relevant legislation or if the Buyer enters into liquidation. The Buyer shall have the right to withdraw only in the event of default in accordance with the laws of the Czech Republic, provided that material breach shall mean a demonstrable delay by the Seller in the timely delivery of the Goods which is the fault of the Seller and which exceeds 30 days.

8. Liability for damages

8.1 Liability for damages. The Seller shall indemnify the Buyer against any damage to the Buyer's property (damage) arising in connection with performance under the Purchase Contract or breach of law, but not more than 50% of the total purchase price under the relevant Purchase Contract, for all damages in the aggregate. Any obligation of the Seller to compensate for damages shall be limited to actual damages only. The Buyer's claim for lost profits, consequential damages or moral damages shall be excluded to the extent permitted by law. The statute of limitations for claims for damages is one year. This also applies to the right to compensation for damage caused by a product defect. The Purchaser undertakes to ensure the same limitation of damages for third parties to whom the performance of the Purchase Contract is for their obvious benefit.

9. Special conditions for Purchase Contracts concluded via the B2B portal

9.1 Priority of special rules. For the sale of goods and the conclusion of Purchase Contracts via the B2B Portal, the provisions of this Article 9 of the Terms and Conditions shall apply in addition to the other provisions of the Terms and Conditions. In the event that the Purchase Contract is concluded via the B2B Portal, the provisions of this Article 9 of the Terms and Conditions shall prevail over other provisions of the Terms and Conditions that conflict with the

provisions of this Article 9 of the Terms and Conditions.

9.2 User account and registration. For the purpose of concluding Purchase Contracts through the B2B Portal, the Buyer must first register a user account on the Website using the registration form (the "User Account"). For the successful registration of the User Account, it is necessary, among other things, that the ID number and either (i) the name of the entrepreneur-individual or (ii) the name of the entrepreneur-legal entity provided by the Buyer in the registration form match the data in the relevant public register. An integral part of the registration is to become familiar with these Terms and Conditions; by completing the registration the Buyer confirms that he/she has become familiar with these Terms and Conditions. When registering a User Account on the Website, the Buyer is obliged to provide all the information correctly and truthfully. Registration to the B2B Portal is only completed upon confirmation of its successful completion by the Seller. The Buyer is obliged to update the data provided in the User Account without undue delay upon any change thereof. Access to the User Account is secured by a username and password. The Buyer is not entitled to allow third parties to use the User Account. Only a Buyer logged into a duly registered User Account may conclude a Purchase Contract via the B2B Portal. The Seller may cancel the User Account if the Buyer repeatedly breaches his obligations under the Purchase Agreement or multiple Purchase Agreements.

9.3 Purchase price in the B2B portal. For the purposes of the process of concluding a Purchase Contract through the B2B Portal, the Purchase Price is the price that is displayed to the Buyer logged into the User Account for a specific Goods within the Interface after it has been placed in the basket. Unless expressly stated otherwise, the purchase prices shown on the Website are prices excluding value added tax. The purchase price becomes binding only when the Purchase Contract is concluded via the B2B Portal in accordance with this Article 9 of the Terms and Conditions.

9.4 Details of the availability of the Goods. Any information about the availability of the Goods listed in the Interface (e.g. that the Goods are in stock) is for information purposes only and the Seller does not guarantee its timeliness. The delivery date of the Goods is always determined individually in accordance with the procedure set out in this Article 9 of the Terms and Conditions.

9.5 Presentation of Goods. In the Interface, the Seller provides information about the Goods including parameters, prices and variants of each Good (hereinafter referred to as "Goods Presentation"). All Goods Presentation is informative and the Seller is not obliged to enter into a Purchase Contract in respect of such Goods. Section 1732(2) of the Civil Code shall not apply. The presentation of the Goods shall be deemed to be only a non-binding invitation by the Seller to the Buyers to submit offers for the conclusion of the Purchase Contract in accordance with these Terms and Conditions.

9.6 The procedure for concluding the Purchase Contract via the B2B Portal. The procedure for concluding the Purchase Agreement via the B2B Portal is as follows:

1. **Order.** After logging into the User Account, the Buyer shall place the desired Goods in the

basket within the Interface. Subsequently, the Buyer shall fill in the required data within the order form included in the basket and select the method of transport of the Goods, which shall also determine the price of transport, which shall become an integral part of the total purchase price. If, after filling in all the required data, the Buyer clicks on the order button (marked with the inscription "Order" or other similar method), he sends the Seller his order, which is considered a binding irrevocable proposal of the Buyer for the conclusion of the Purchase Contract, in which the date of delivery of the Goods and the method of payment are deliberately not specified.

2. **Order Recap.** After the order has been placed, an automatic order recapitulation containing information about the type and quantity of Goods ordered, the purchase price and the required method of delivery will be sent to the Buyer's e-mail address specified in the order. The recapitulation of the order is for informational purposes only and shall not be deemed to be an acceptance of the order by the Seller.
3. **Negotiating the delivery date and method of payment.** The Seller will then review the order and check the availability of the Goods. The Seller shall then arrange by email or telephone with the Buyer the date of delivery of the Goods and the method of payment.
4. **Order Acceptance.** If, in accordance with paragraph 9.6 (iii) of these Terms and Conditions, the method of payment and the date of delivery of the Goods is agreed between the Buyer and the Seller, the Seller shall send to the e-mail address provided by the Buyer an order acceptance (or another document of the same meaning, such as e.g. The Seller's e-mail containing such acceptance of the Buyer's order shall be deemed to be a summary of the contents of the Purchase Contract within the meaning of Section 1757 of the Civil Code.
5. **Acceptance with condition precedent.** The Seller may decide to accept the Buyer's order without prior agreement on the delivery date of the Goods and the method of payment. In this case, the Purchase Contract is concluded with a condition precedent that the Seller and the Buyer agree on the delivery date of the Goods and the method of payment within 14 days.
6. **Conclusion of the Purchase Agreement.** The Purchase Contract shall be formed at the moment when the Seller's e-mail accepting the Buyer's order pursuant to paragraph 9.6 (iv) or pursuant to paragraph 9.6 (v) of these Terms and Conditions is delivered to the e-mail address specified by the Buyer in the order.
7. **Validity of the order.** The Buyer's proposal for the conclusion of the Purchase Contract within the meaning of paragraph 9.6 (i) of these Terms and Conditions shall expire if it is expressly rejected by the Seller or if it is not accepted by the Seller within 14 days from the date of sending the order by the Buyer.

9.7 Dependence of the delivery date of the Goods on payment of the purchase price. If it is agreed in the Purchase Contract that the Purchase Price or part thereof is to be paid before delivery of the Goods, then the Seller is not obliged to deliver the Goods before payment of the

Purchase Price or the relevant part thereof. Default by the Buyer in payment of the purchase price or any part thereof to be paid before delivery of the Goods shall result in an automatic extension of the delivery date of the Goods by the period for which the Buyer is in default.
9.8 Electronic invoices. Invoices of the Seller shall be delivered to the Buyer in electronic form to the e-mail address provided by the Buyer.
9.9 Impossibility to return the Goods. The Buyer is not entitled to withdraw from the Purchase Contract concluded through the B2B Portal without giving any reason or in any other manner not expressly provided for in these Terms and Conditions. Any return of the Goods ordered through the B2B portal is not possible, unless the contrary is expressly stated in these Terms and Conditions or unless expressly agreed between the Buyer and the Seller.
9.10 Transfer of risk and transfer of ownership. Risk of damage to the Goods shall pass to the Buyer at the time the Goods are ready for collection or transport at the Seller's Premises. Title to the Goods shall not pass to the Buyer until the purchase price has been paid in full.

10. Final Arrangements

10.1 Confidentiality. All information provided by the Parties shall be considered confidential and a trade secret. The Parties agree not to inform third parties of the existence and contents of any contract between the Buyer and the Seller. A Contracting Party shall not, without the prior express written consent of the other Contracting Party, disclose or make available to third parties any information or documents relating to any contract between the Buyer and the Seller which has already been and/or will be disclosed or otherwise made available by the Contracting Party. However, the Seller shall be entitled to use the information for its marketing and business purposes, in particular to prove references in tenders or in its advertising and promotional materials or sending commercial communications; in this context, the Buyer consents to the processing of personal data if such data is transmitted to the Seller.
10.2 Technical and other documentation of the Seller. All technical and other documentation supplied by the Seller to the Buyer in connection with the Goods in performance of the Purchase Contract shall remain the exclusive property of the Seller. The Seller's exclusive property shall include all technical solutions and other solutions and procedures which the technical and other documentation depicts, whereby the Seller grants the Seller the right to use the said know-how only for the proper performance of the Purchase Contract.
10.3 Change of circumstances and force majeure. The Purchaser assumes a change of circumstances within the meaning of Section 1765 et seq. of the Civil Code. The Seller shall not be liable for any delay or breach in the event of so-called force majeure.
10.4 Insolvency and other arrangements. The Buyer is obliged to comply with legal regulations and to behave in such a way that their actions cannot give rise to reasonable suspicion of committing or committing a criminal offence, even one that could be attributable to

the Seller under Act No. 418/2011 Coll., on Criminal Liability of Legal Persons and Proceedings Against Them, as amended. The Buyer undertakes to notify the Seller without undue delay of its insolvency or apparent threat thereof or any other fact which would or could affect the timely and proper payment of the purchase price for the Goods or the performance of the Purchase Contract.

10.5 Delivery. All documents and/or written communications under these Terms and Conditions must be delivered by postal licensee, facsimile or electronic mail, or personal delivery. The Buyer shall deliver documents to the Seller's business address.

10.6 Applicable law and dispute resolution. The rights and obligations of the Parties, including the conclusion of the Purchase Agreement, shall be governed by the laws of the Czech Republic. The Vienna Convention on the Contract for the International Sale of Goods (1980) is excluded. The Parties hereby undertake to make every effort to settle any disputes arising out of or in connection with the Purchase Contract amicably. The Parties further agree that if they fail to resolve any dispute or claim arising out of or in connection with the Purchase Contract amicably, they shall submit such dispute or claim to the competent court of the Seller's registered office for final determination.

10.7 Changes. Any amendments and/or additions to the Purchase Agreement or the Terms and Conditions shall be in writing; this shall also apply to any change in the form of this Agreement.

10.8 Interpretation. The Parties do not wish, beyond the express provisions of the Purchase Agreement and these Terms and Conditions, to imply any rights and obligations from past or future practice established between the Parties or customary practices generally or in the industry relating to the subject matter of the Purchase Agreement and/or the Terms and Conditions, unless otherwise expressly agreed in the Purchase Agreement and/or the Terms and Conditions. In addition to the foregoing, the Parties acknowledge that they are not aware of any previously established commercial custom or practice between them.

11. Length of warranty period for selected product lines Goods

- **Goods of the "Classico" series** - the length of the warranty period is 12 months from delivery to the Buyer.
- **Goods of the "Standard" series** - the length of the warranty period is 12 months from delivery to the Buyer.
- **Goods of the series "RE 22 and RE 24"** - the length of the warranty period is 12 months from delivery to the Buyer.
- **Goods of the "Washing machines" series** - the length of the warranty period is 12 months from delivery to the Buyer.

- **Goods of the "Washing machines" series special extended warranty** - the length and conditions of the extended warranty period of 24 months from delivery to the Buyer are always defined in the current product catalogue.
- For other types of Goods, the length of the warranty period applies according to clause 5.1 of these Terms and Conditions.