

ALEXANDER ELECTRIC s.r.o.
GONCHAROV ELECTRIC JET s.r.o.

TERMS AND CONDITIONS
Reviewed 27.06.2024

1- Introduction

Orders are accepted by **ALEXANDER ELECTRIC s.r.o. and GONCHAROV ELECTRIC JET s.r.o. (hereinafter called "Manufacturer")** from **Buyer** and are subject to these terms and conditions. Buyer's order is accepted only on the express understanding and condition that any terms or conditions of sale specified by Buyer on a purchase order, purchase contract, order form or otherwise which are in conflict with, inconsistent with, or in addition to the terms and conditions of sales contained herein, shall not be binding upon Manufacturer unless expressly accepted in writing by Manufacturer. Acceptance of Buyer's order creates a complete and binding contract between Buyer and Manufacturer, on the terms set forth herein and in Manufacturer Written form of acceptance will supersede all prior communications. Except as otherwise set forth in these Terms, Manufacturer must specifically agree to any addition or change to the Sales Agreement in a non-electronic writing signed by an authorized representative of Manufacturer before becoming binding on Manufacturer.

2- Prices

Prices for products, whether specified in Manufacturer's price list, written quotation, or acknowledgement are subject to change without notice. In addition to the price of the products as set forth in the Sales Agreement, Buyer agrees to pay to Manufacturer, use, excise, or similar taxes applicable to the sale of the products and such other costs and expenses described in these Terms.

3- Taxes

Any current or future tax or governmental charge (or increase in same) affecting Manufacturer's costs of production, sale, delivery or shipment, or which Manufacturer is otherwise required to pay or collect in connection with the manufacture, sale, delivery, storage, or use of the products, shall be for Buyer's account. Any tax or charge that Manufacturer may be required to collect or pay shall either be paid by Buyer or Buyer shall provide to Manufacturer appropriate resale certificate numbers and other documentation satisfactory to the applicable taxing authority to substantiate any claim of exemption from any such tax or charge.

4- Payment

No order shall be binding upon Manufacturer until the order has been accepted by Manufacturer in a formal order acknowledgment. All orders must be consistent with established lead times. The amount of credit or terms of payment may be changed or credit withdrawn by Manufacturer at any time. Invoices

are payable in a currency specified in the invoice. The exchange rate is based on the exchange rate on the date of invoice. Terms of payment are subject to change by Manufacturer at any time if necessary. If collection procedures are required, Buyer shall pay all costs of collection, including but not limited to collection fees, reasonable attorneys' fees, court costs and interest. Each delivery of the products shall be considered a separate and independent transaction and payment thereof shall be made accordingly. In the event of the bankruptcy or insolvency of Buyer or in the event any proceeding is brought by or against Buyer under any bankruptcy or insolvency laws, Manufacturer shall be entitled to (a) stop in transit or divert to itself any shipment in transit and (b) cancel any order then outstanding in addition to any other remedies under law, receive reimbursement for its cancellation charges. Each shipment shall be considered a separate independent transaction, and payment therefore shall be made accordingly.

5- Delivery

Manufacturer will deliver the products pursuant to applicable freight classifications. Buyer must pay all transportation costs of the products. Manufacturer may make partial deliveries at Manufacturer's sole discretion. If Buyer refuses to accept delivery of any of the products, such products will be held by Manufacturer awaiting Buyer's instruction for twenty (20) days, after which Manufacturer may deem the products abandoned and dispose of them as it sees fit, without crediting Buyer's account. Buyer shall inspect the products delivered to it by Manufacturer immediately upon receipt, and Buyer is to give a notice of any claim within ten (10) days upon receiving goods. A delivery date indicated by Manufacturer, is estimated but is not guaranteed. Manufacturer will endeavour to meet the delivery date specified to Buyer. Manufacturer shall not be liable for any delay or failure in the delivery or shipment of the products, or for any resulting damages, when the delay or failure is directly or indirectly due to accident (in manufacture or otherwise), errors, omissions, fire, flood, riot, war, embargo, labor stoppages, computer malfunctions, inadequate transportation facilities, regularity by any governmental authority, or any other causes beyond Manufacturer reasonable control. Moreover, Manufacturer shall have no liability for any liquidated damages or penalty or special, indirect or consequential damages under any circumstances whatsoever. If any contingency occurs, Manufacturer may allocate production and deliveries among Manufacturer's customers. All shipments will be made by means of a courier at Manufacturer discretion unless specific instructions from Buyer indicate an alternative. If for any reason Buyer is not prepared to accept delivery of goods, Manufacturer may store the goods at Buyer's expense and risk and such storage shall constitute shipment and delivery to the Buyer.

6- Warranty

In case of failure of a PSU:

1. The client or distributor must provide an official detailed written complaint notification to the manufacturer (by fax or e-mail). Sending of a failed PSU is not necessary at the initial stage. Failure notification must contain maximum of any possible detailed information as per Manufacturer's request reply.

2. On the basis of the information received, the manufacturer will decide upon further possible actions:

- a) The warranty case, repair or replacement by exchange of the failed product;
- b) Non-warranty case, substitution is possible at the expense of the customer;
- c) Necessity of in-depth analysis at the territory of the manufacturer case,

In case c), sending of the failed product to the manufacturer is carried out by the client at his own expense, should the warranty case be confirmed after manufacturer analysis, repair or replacement and shipment is fully paid by the manufacturer and the case is treated like described in point a). Should the manufacturer analysis not prove fault of manufacturer the case is treated like described in point b).

7- Changes

Buyer may request changes or additions to its order. In the event that such changes or additions are accepted by Manufacturer, Manufacturer may revise the price and dates of delivery. Manufacturer reserves the right to change designs and specifications for the products or to discontinue production of the products without prior notice to Buyer, except with respect to products being made in accordance with custom Buyer's specifications if such products were ordered during last 6 months. Manufacturer will give Buyer ninety (90) days notice in the event that Manufacturer decides to discontinue manufacture of products being made in accordance with Buyer's specifications. In the event of any of the foregoing changes, Manufacturer agrees to use reasonable commercial efforts to assist Buyer in selecting a suitable alternative product. Manufacturer shall have no obligation to make such change for any products manufactured prior to the date of such change.

8- Assignments

Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Manufacturer, and any such assignment, without such consent, shall be void.

9- Patents

Manufacturer does not warrant that the Buyer shall be free from any rightful claim of third persons for patent infringement. Buyer shall indemnify, defend and hold Manufacturer harmless against all expenses, damages, costs or losses (including reasonable attorney's fees) arising or resulting from any claim, action, suit or proceeding brought for infringement of patents or trademarks or for unfair competition by reason of (a) Buyer's manufacture or sale of goods incorporating Manufacturer products, (b) goods made to Buyer's specifications, (c) Buyer's manufacturing or other process utilizing any product, furnished hereunder or (d) any non infringing product furnished hereunder when modified by Buyer or combined by Buyer with products not supplied by Manufacturer. Sales of products, or any parts thereof, hereunder confers on Buyer no license or other right in any patent, trademark, trade secret, or copyright now held by or which may in the future be obtained by Manufacturer.

10- Unintended applications

Unless specifically otherwise agreed in writing by Manufacturer, customer acknowledges that products sold by Manufacturer are not intended for and will not be used in life support systems, human implantation, nuclear facilities or systems or any other application where product failure could lead to loss of life or catastrophic property damage. Customer will indemnify and hold Manufacturer harmless from any loss, cost or damage resulting from customer's breach of the provisions of this paragraph.

11- Liability limitation

In no event is Manufacturer responsible to Buyer for any incidental, special, exemplary or consequential damages, including, but not limited to, all direct and indirect losses (including lost profits and any other form of economic loss) regardless of whether those damages were foreseeable. The liability of Manufacturer arising out of or relating to the products shall be limited to the actual amounts paid by Buyer to manufacturer for the products giving rise to such damages. Manufacturer will not be liable for any inaccuracies of information published by Manufacturer relating to the products. The Manufacturer accepts no liability for any errors, omissions or other defects in any drawings, designs, technical data or specifications, either supplied by the Buyer or a third party manufacturer, and accepts no liability for any loss or damage resulting from curtailment or cessation of supplies following any variation in or from such drawings, designs, technical data or specifications.

12- Packaging

The Buyer shall meet the cost of any special packaging requested by the Buyer or any packaging rendered necessary by delivery by any means other than the Manufacturer's normal means of delivery. The Buyer shall, unless otherwise agreed, be solely responsible for the disposal of all packaging in accordance with all regulations (whether statutory or otherwise) relating to the protection of the environment.

13- Sales Policy for the sales of JET products

1. Prices given for every quotation refer to the cost of the part number alone and does not include administration fees and packaging. These charges will be included in proforma and final invoices. All bank fees and commissions are covered by the Buyer.
2. Every AC/DC power supply and DC/DC converter sold by Manufacturer can be modified according to client's request. These modifications may be related to input and output voltage ranges, output power, operating temperature ranges and value of breakdown voltages.
3. The datasheets describe the most universal products with maximum configuration and best performance for this particular type of module.

4. Manufacturing of customized products (not less than a minimum quantity) according to the customer's specifications may be available; prices will be estimated accordingly.
5. Customers who provide annual requests and sign an agreement with Manufacturer will have advantages when ordering and delivering of goods.

14- Additional Terms and Conditions

- (a) The invalidity, illegality or unenforceability of the whole or part of a condition does not affect or impair the continuation in force of the remainder of these conditions.
- (b) The failure by the Manufacturer to exercise or delay by the Manufacturer in exercising a right or remedy provided by a contract or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by a contract or by law prevents a further exercise of the right or remedy or the exercise of another right or remedy.
- (c) A person who is not a party to a contract has no right under the contracts to enforce any term of that contract but this does not affect any right or remedy of a third party which exists or is available apart from that contract.

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