

GENERAL TERMS AND CONDITIONS OF KOMA RENT Ltd.

for the FASHION LINE model series

1. General provisions

1.1. The following General Terms and Conditions (hereafter referred to as "GTC") apply to all contractual relations between the company KOMA RENT Ltd., Za zastávkou 373 111 01 Prague 10 – Dolní Měcholupy CIN: 27087514 VATIN: CZ27087514 (hereafter referred to as "KOMA RENT") and other persons, where KOMA RENT acts as a seller in the case of sales contracts, or as a lessor in the case of lease contracts (hereafter referred to as "Contracts"). Contracts between contracting parties are closed through written order confirmation or directly by closing sales or lease contracts.

These GTC form an integral part of Contracts within the meaning of Section 1751 of Act No. 89/2012 Coll., of the Civil Code (hereafter referred to as "Civil Code"), as amended. In these GTC when in reference to Contracts, the KOMA RENT company is hereafter referred to as "Seller" or "Lessor", while the buyers and ordering parties are hereafter referred to as "Buyer" or "Lessee".

The subject of sale or lease are modules of the FASHION LINE model series (hereafter referred to as "FL").

2A. Receiving orders in the case of buying FL

2A.1. All offers, works and deliveries of the Seller are done exclusively based on these General Terms and Conditions and a contract or a valid order from the Buyer, of which these GTC are an integral part

2A.2. A valid order from the Buyer is a mutually confirmed written order with a delivery date with a mutually confirmed technical design and a set scope of the subject of performance. A sent order which has not been confirmed by the Seller does not create any contractual relations between the Seller and the Buyer.

2A.3. Orders from the Buyer are delivered to the Seller in writing through the Seller's web portal, through e-mail or through fax.

2A.4. In the event of failure to collect the goods within the specified period, the Seller charges the Buyer storage and handling costs for the entire period of storage in accordance with the Civil Code.

2A.5. If contract documents are submitted by both the Seller and the Buyer, only documents approved by the Seller shall apply. This will avoid difference in interpretations of the scope of works and technology of the work. All differing and orally agreed relationships must be additionally approved by the Seller's commercial department in writing in the form of an addendum in the case of an already existing contract, otherwise they shall not be considered.

2B. Receiving orders in the case of renting FL

2B.1. In the case of renting, FL is given over to the Lessee based on an agreed upon (confirmed) order, or alternatively a lease contract and handover protocol. The Order must include the FL model, agreed upon method of its use, number of units, the length of the lease period, the price, the date of commencement and termination of the lease period, the place of delivery/designation, the billing

address if different from the Lessee's residence, The authorized and contact person for the negotiation of the order and the authorised and contact person for the handover of the FL and for the signing of the handover protocol at the destination including binding e-mail and telephone contacts. These documents are only acceptable in writing.

3. Delivery and delivery conditions, transfer of the risk of damage to the subject of performance

3.1. The Seller is obligated to deliver the subject of performance listed in the contract of sale.

3.2. In accordance with section 3.1, the contract is fulfilled upon delivery and the Buyer is obligated to accept the delivery of the subject of performance and pay the price of the subject of performance, proportional to the amount of delivered subject of performance. In the event of cancellation of the Contract, the Buyer is obligated to cover the Seller's invoiced costs and damages incurred by the cancellation of the Contract.

3.3. If the Buyer fails to take over the subject of performance within the agreed time even upon a subsequent written, fax or e-mail request from the Seller, the Seller's obligation shall be deemed to have been fulfilled on the lapse of the tenth day from the date of fulfilment of the request.

3.4. The risk of damage to the goods passes on to the Buyer with the handover of the subject of performance or alternatively according to the contractually confirmed INCOTERMS 2010 delivery conditions.

3.5. In the event of delays in deliveries or performance due to force majeure or similar events, in particular strikes, lockouts, etc., the Seller shall be entitled to postpone the delivery date for the duration of the impediment, including a reasonable production ramp-up period. The same shall apply in the event of delayed delivery of the goods on the part of the to the Seller's subcontractors.

4. Standard performances at the Buyer's expense

4.1. The Buyer arranges the building permit at their own expense. The Buyer is also obligated to inform about all effective local building provisions.

4.2. The Buyer arranges the building preparations for the placement of the FL at their own expense according to section 6 and is responsible for compliance with the appropriate construction regulations.

4.3. The Buyer arranges work permits for the installation group in the case of installation abroad. Abroad, the Buyer is obligated to cooperate on the reporting obligations of the company's installation workers to the competent authorities.

4.4. The Buyer arranges building preparations. In particular, the Buyer arranges: Foundations and connection of water, electricity and sewage at their own expense, including the necessary operational revision tests. The execution of the foundations must comply with the Seller's requirements.

4.6. The Buyer must arrange the fulfilment of requirements concerning rainwater drainage from individual modules, that being at least 2m from the edge of FL. Should this requirement not be properly secured, the Seller is not responsible for potential damages which may occur in relation to this defect.

4.7. The foundations under the modules must be executed according to the plan designed or confirmed by the Seller's designer. Should the Buyer perform an installation on foundations which do not comply with the forementioned parameters, the Seller is not responsible for potential damages which may occur in relation to this defect. If the execution of the foundations does not comply with the Seller's conditions, the Seller has the right to refuse the installation until the defects are resolved or removed. The additional costs arising from this delay are to be covered by the Buyer. The Buyer is also responsible for the foundation being executed exactly in accordance with the applicable standards for underground foundation construction.

4.8. In case the goods are not accepted within the set deadline, e.g., due to the building preparations which the Buyer was responsible for being insufficient at the contractually set date, the Seller is committing to cover the Seller's additional costs concerning the handling and transport if it has been done in full and a storing fee for the individual modules at 150CZK per piece for every commenced day until the date of the reception of goods according to new building preparations. In this case the Buyer is obligated to accept the new date of the commencement of the assembly and installation as set by the Seller depending on the contemporary conditions which the Buyer must accept.

4.9. Should the Seller's work be prevented by the work of other companies, a performance status report will be made so that any damages caused by other companies can be claimed against the Buyer.

5. Standard performances at the Lessee's expense

5.1. The Lessee arranges the building permit at their own expense. The Buyer is also obligated to inform about all effective local building provisions.

5.2. The Lessee arranges the building preparations for the placement of the FL at their own expense according to section 6 and is responsible for compliance with the appropriate construction regulations.

5.3. Specific conditions for the preparation of the destination shall be consulted by the lessee with the lessor.

5.4. Upon handover of FL at the place of lease, the Lessee arranges the presence of a person authorized to accept the FL and to sign the handover protocol.

5.5. The Lessee only uses the FL in the agreed place, in the agreed manner and to the extent determined by the nature of the FL. Relocation of the FL is only possible with the prior written consent of the Lessor.

5.6. The Lessee is not authorized to lease the FL to a third party without a prior written consent of the Lessor.

5.7. The Lessee is not authorized to allow the creation of third-party rights to the FL and is also obliged to immediately inform the Lessor of the exercise of third-party rights to the FL.

5.8. The Lessee protects the FL from theft and damage. In the case of theft or damage to the FL by an unknown perpetrator, the Lessee immediately reports this fact to the Police of the Czech Republic. And informs the Lessor in writing. The protocol of the Police of the Czech Republic is subsequently handed over by the Lessee to the Lessor.

5.9. The Lessee carries out basic maintenance of the FL (gutter cleaning, replacement of malfunctioning lightbulbs, replacement of faucet seals, leaking toilets, etc) and maintains the proper technical condition of the FL for the duration of the lease.

5.10. Since the lease is for FL with electricity distribution and the lease lasts longer than 6 months, the Lessee arranges an electrical inspection of the FL before the expiry of the agreed lease period at their own expense, even repeatedly.

5.11. The Lessee is not authorized to perform any technical alterations or other interventions to the FL without the written consent of the Lessor. This includes stickers, additional locks, covering or removing the Lessor's logo, etc.

5.12. The Lessee immediately informs the Lessor of all changes pertaining to their identification data which occur within the lease period. The Lessee ensures that the contact information provided by them including their e-mail address is up to date over the lease period.

6. Building readiness for the installation of the FL and FL operation conditions

6.1. FL is to be installed upon ventilated foundation. Ventilating foundations are a) ground screws b) concrete slabs c) concrete strips, or other solutions.

6.2. Each FL must be supported at 6 points. Modules must be installed horizontally.

6.3. Additionally, the requirements concerning the rainwater drainage from individual models must be met, at least 2m from the edge of the FL.

6.4. The average weight of the module is 9.000 kg. With respect to the weight, a proper crane must be selected. A hydraulic arm installed upon a vehicle may also be considered a crane, assuming it has the proper carrying capacity. Means of handling other than a crane are not permitted.

6.5. The dimensions of the FL are available at the webpage fashion-line.eu and are also a part of the technical documentation.

6.6. The place of installation must be accessible through a road suitable for a vehicle weighing more than 18.000 kg, with a minimum clear width of 3.100 mm and a minimum clear height of 4.200 mm. The handling area at the loading/unloading point must have a minimum width of 6.800 mm and a minimum height of 7.900 mm.

6.7. The Lessee is responsible for connecting the FL to the utilities at their own expense. The connection must be carried out by a qualified professional. Unprofessional connection may result in non-functionality of the FL equipment, damage to the FL, fire, etc.

7. Rights and responsibilities of the Lessor in the case of renting the FL

7.1. FL is given over to the Lessee based on an agreed upon (confirmed) order, or alternatively a lease contract and handover protocol. The order must include the FL model, agreed upon method of its use, number of units, the length of the lease period, the price, the date of commencement and termination of the lease period, the place of delivery/designation, the billing address if different from the Lessee's residence, The authorized and contact person for the negotiation of the order and the authorised and contact person for the handover of the FL and for the signing of the handover protocol at the

destination including binding e-mail and telephone contacts. These documents are only acceptable in writing.

7.2. FL is handed over to the Lessee clean and in a state suitable for usage. FL units equipped with electricity supply have a valid electro-revision prepared by the Lessor before the handover.

7.3. The Lessee confirms the reception of the FL by signing the handover protocol. In case there are defects found on the FL during the handover, they are noted onto the handover protocol. If they are defects preventing the use of the FL, the Lessor removes them within 3 business days of the signing of the handover protocol.

7.4. The Lessor is entitled to inspect the state and placement of the FL. The Lessee facilitates entry to the place of lease to the Lessor or their representative after prior arrangement for the purpose of an inspection.

7.5. If there are damages to the FL during the lease not caused by the Lessee or persons the Lessee allowed inside the FL, or allowed to handle the FL, the Lessor will remove the damages at their own expense within 5 business days of the damages being reported or alternatively by agreement.

7.6. The Lessor may require the Lessee to pay a refundable security deposit before commencing the lease. The security deposit is refunded to the Lessee after the termination of the lease within 15 days of the payment of all due claims, or alternatively the deposit may be set off against the current claim upon termination of the lease. The security deposit bears interest at a flat rate of CZK 100 for the period the security deposit is deposited in the Lessor's accounts.

7.7. The delivery to and from the designated area is ensured by the Lessor through their means or through a contracted delivery service. The Lessor also provides other services pertaining to the lease of the FL, specifically installation/deinstallation of the FL, handling of the FL. The delivery and installation are covered by the Lessee. At the request of the Lessee, The Lessor may also provide a service consisting of connecting the FL to utilities or other services (e.g., building foundations). The requested services shall be paid for by the Lessee.

8. Payment terms for buying FL (unless specified otherwise in the contract of sale/order)

8.1. The goods are issued to the buyer from the company factory only after the completion of the advance payment in the following manner:

- advance payment of 90% due within 20 days of the signing of the contract. The advance payment is calculated from the purchase price including VAT (not including delivery, installation and other services). The Advance payment is payable based on an advance invoice issued by the Seller within 5 days of signing the Contract.

- balance payment of 10% due within 20 calendar days of handover of the goods including delivery, installation and other services. The covered advance payment will be set off against the sales invoice issued by the Seller within 5 days after delivery of the goods.

8.2. In case of delay of the Buyer with the payment, the Seller, is entitled to demand interest on late payment in accordance with the applicable law, in addition to other claims arising from the Contract and the GTC.

8.3. Until all provisions of the Contract are fulfilled, the owner of the goods is the Seller, especially until the full purchase price is paid. Until the full payment of the purchase price, the Buyer isn't

authorised to sell the property of the Seller or establish a claim to it without the Seller's written consent. The Seller is authorized to reclaim their property in the event of a delay in payment exceeding 30 days from the due date of the sales invoice and the Buyer is obligated to allow the Buyer to do so unless both parties negotiate otherwise.

8.4 In the event of the Buyer cancelling the contract after it has been signed, they will be charged the penalty incurred and associated with the costs of the implementation of the FL which have already been completed, including costs associated with production preparation, production implementation, handling and administrative tasks.

9. Payment terms for renting FL (unless specified otherwise in the lease contract)

9.1. Rent is determined in the agreed upon lease contract or confirmed order. The Lessee pays rent based on an invoice issued by the Lessor on the day of the commencement of the lease and then on the first of each month. The due date for the invoices is 14 days from the day of reception by the Lessee unless specified otherwise in the lease contract or order. The Lessor requires a security deposit before the commencement of the lease. The amount for the security deposit is specified in the lease contract or order.

9.2. Minimum lease period is 3 years unless specified otherwise in the lease contract or order. This period may be ended early at the request of the Lessee, however if the period has been negotiated as minimal, the Lessee is required to pay rent for the entirety of the lease period unless both parties reach a different agreement.

9.3. Rent is to be paid monthly in accordance with clause 9.1.

9.4. If the Lessee doesn't return the FL to the Lessor on the negotiated date, the Lessee is required to pay rent until the FL is returned.

9.5. Other services related to the renting of FL ensured by the Lessor, specifically delivery, handling, installation and deinstallation and possible repairs and alterations of the FL are not included in the rent price and are charged separately after their completion based on an invoice issued by the Lessor. The invoice is due within 14 days.

9.6. The lease period ends with the return of the FL to the Lessor. The Lessee has the option to extend the lease contract or alternatively purchase the leased FL.

9.7. The negotiated lease period may be extended through written agreement between the Lessee and Lessor or alternatively by the confirmation of the Lessee's request to extend the lease period.

9.8 The leased FL may be purchased based on the Lessee's request and the following agreement of both parties. The pricing and conditions shall be set in a separate Contract of sale.

9.9. The lease period may be ended before the negotiated lease period is over at the request of the Lessee, whereby the minimum lease period is 3 years. See 9.2.

9.10. The termination of the lease period must be announced by the Lessee to the Lessor in writing no later than 14 business days before the requested termination date even if even if the lease is terminated on the last day of the agreed lease period. The Lessor either confirms the termination date or negotiates a different date with the Lessee, taking into consideration their operational capabilities.

9.11. The Lessee is required to return the FL in a state of normal wear and tear, clean and cleared (without any items brought in by the Lessee).

9.12. The termination of the lease period and the reception of the FL is verified by the Seller by signing the handover protocol. If there are damages found on the FL, they are noted in the protocol. If the Lessee refuses to sign the handover protocol or isn't present at the delivery of the FL, the handover protocol issued by the Lessor is valid and The Lessee's later statements are not considered.

9.13. If the Lessor discovers hidden damages or damages which have occurred during the lease period, they document them (via photograph and description) and will deliver them to the Lessee within 5 days of reception of the FL.

9.14. If the Lessee does not return the FL on the date of termination of the lease period, the Lessor is authorized to remove the FL from the Lessee or take such measures which will lead to the return of the FL.

9.15. If the Lessee leaves personal or other items or equipment in the FL at the time of returning the FL, the Lessor shall take them into custody and notify the Lessee of their storage. The Lessee is obliged to collect the stored items from the lessor within 30 days. The Lessee is required to pay 70 CZK without VAT for each day the items are in the Lessor's custody. If the Lessee fails to retrieve the items within 30 days, they will be disposed of at the Lessee's expense. The Lessor is not liable for the loss or damage to these items as by leaving them the Lessee has violated the provisions of clause 9.11.

9.16. The Lessor is authorized to terminate the lease period if the Lessee is delayed in their lease payment or payment for other services for over 30 days. Termination due to non-payment is announced to the Lessee by the Lessor no later than 7 days before the decided date of termination. The Lessee is required to return the FL to the Lessor on the date of termination of the lease period. If the owed amount is paid before the established termination date, the Lessor may cancel the termination of the lease period.

9.17. If the Lessee terminates the lease contract before the commencement of the lease period, they must inform the Lessor in writing. In this event, a penalty according to clause 12.5. will be applied.

10. Insurance of the FL in the case of lease and responsibility for damages to the FL

10.1. In the case of lease, the FL is insured by the Lessor. The insurance is valid in the Czech Republic. International insurance shall be negotiated individually as an addendum to the Contract.

10.2 In the case of purchase, insurance is arranged by the Buyer at their discretion

10.3 Insurance is applicable to damages caused by an unknown perpetrator or natural events without the involvements of the Lessee. Insurance does not apply to damages caused by the Lessee or persons which were granted access to the FL by the Lessee or allowed them to handle the FL. Neither does insurance apply to damages to objects and items belonging to or brought in by the Lessee.

10.4. If damage has been caused to the FL by an unknown perpetrator and the Lessee has notified the Police of the Czech Republic, the Lessee's participation in the damages is set at 20.000 CZK per each case, if the actual damage incurred is not lower. If the actual damage incurred was less than 20.000 CZK, the Lessee's participation in damages is equal to the actual damage incurred. Participation in damages caused by natural events is determined the same way.

10.5. If damage has been caused to the FL by an unknown perpetrator and the Lessee has not notified the Police of the Czech Republic, they are responsible for the damages in full.

10.6. Damages caused to the FL by the Lessee or persons which were granted access to the FL by the Lessee or allowed them to handle the FL, are recoverable by the Lessor in full. Damage also includes the loss of keys if they were issued with the FL.

10.7. In the event of damage to the FL, the Lessee may also repair the damages to the FL at their own expense after a written agreement with the Lessor, no later than on the date of termination of the lease period and hands it over to the Lessor in the condition in which it was first received. In this case, the Lessee's stipulated participation in the damage shall not apply.

11. Warranties provided by KOMA MODULAR Ltd., certified manufacturer and supplier of KOMA RENT Ltd., furthermore, defects on the subject of performance and notification of defects during the sale of FL.

11.1. The Buyer is obligated to inspect the product with sufficient care immediately after the risk of damage to the product is passed on. Defects which the Buyer may discover during this inspection, exercising professional care, must be reported to the seller within 5 business days of the reception of the product, otherwise the claims arising from these defects are forfeited.

11.2. The Buyer's right to claim hidden defects in the subject of performance must be notified to the Seller in writing in a timely manner after the Buyer could have discovered them with sufficient care. Section 2108 of the Civil Code shall not apply.

11.3. The Buyer has no rights to claim defects if the defects were caused by normal wear and tear, by external events, by third parties, without the fault of the seller, especially through unprofessional interventions, by unprofessional handling, through use for purposes other than those for which the product is intended, by damage during handling, improper use, violent interventions, modifications, improper storage, etc.

11.4. KOMA MODULAR Ltd., the supplier of FL for KOMA RENT Ltd., provides a warranty period of 24 months after the proper delivery of the goods. See GENERAL TERMS AND CONDITIONS OF KOMA MODULAR Ltd. Page: 5 / 6 published on www.koma-modular.cz.

11.5. For electrical equipment and other special components of equipment that KOMA MODULAR purchases from its subcontractors and which have their own warranty certificates, KOMA MODULAR Ltd. provides a warranty period according to the warranty of its subcontractors. Any claims are made by the buyer directly to the manufacturer's service centres according to the instructions in the warranty certificates provided.

11.6. The manufacturer, the company KOMA MODULAR, is not responsible for defects or damages caused by the user's unprofessional handling, improper treatment and maintenance or which have been caused by vandalism or force majeure. The Buyer is obligated to use the goods in accordance with the user manual.

11.7. The Seller or the manufacturing company KOMA MODULAR (depending on the nature of the claim) are obligated to eliminate written and justified complaints in accordance with valid and effective legislation, in particular the Civil Code.

11.8. The Seller is neither responsible for damages caused later by insufficient execution of building foundations which do not comply with the Seller's requirements.

12. Sanctions for failure to comply with contractual arrangements

12.1. Failure to fulfil obligations set by these GTC is considered to be non-compliance of contractual arrangements and if this breach causes damages, the damages may be recovered.

12.2. A penalty of up to 50.000 CZK per case may be required by the Lessor for the relocation of FL without permission. Same conditions apply should the Lessee hands the FL over to a third party to use without the permission of the Lessor.

12.3. If the commencement of the lease period is delayed by the fault of the Lessee, the Lessor is authorised to charge the Lessee with storage fees of 150 CZK without VAT per day of delay for each module not handed over. If the Lessee cancels their order or withdraws from the concluded lease agreement/order after the agreed lease start date, the Lessor shall be entitled to charge the Lessee with storage fee according to the previous sentence in a similar manner until the date on which the Lessor is demonstrably aware of the cancellation/withdrawal in writing or by email.

12.4. If the Lessor does not resolve the defects as mentioned in clauses 7.2. and 7.5. within the set period, the Lessee is entitled to demand a proportional sale on their rent due to limited usability of the FL.

12.5. If the Lessee terminates the Contract before the start of the lease period, the full amount of the security deposit is forfeited and a penalty is charged in amount of the costs of the work in progress, including costs associated with production preparation, production implementation, handling and administrative tasks.

13. Consequences of delay in payment of the Lessee for provided services

13.1. In the case of delay in the Lessee's payment(s), the Lessor is authorized to charge the Lessee a contractual default interest of 0,2% of the owed amount per day from the first day after the payment due date until the date of payment.

13.2. In the case of delay in the Lessee's payment(s) longer than 30 calendar days, the lessor is authorized to charge the Lessee with a penalty of 13% of the amount owed, however no less than 3.000 CZK for breaching their obligation to pay their commitments properly and on time.

13.3. In the case of delay in the Lessee's payment(s) longer than 30 calendar days, the lessor is authorized to refer the outstanding claim(s) to their contractual legal representative (hereafter referred to as "Attorney") for further resolutions. In such case, the Lessee shall be required to pay the Attorney the costs associated with the recovery of the claim(s) (hereafter referred to as "Fee"), whereby a) the total attorney's fee is equal to the sum of the attorney's non-contractual fee rate for each legal act performed and the overhead fee b) the individual legal act of the attorney is for example drafting and sending of a pre-action enforcement notice to the Lessee, drafting of an acknowledgement of debt, drafting and/or confirmation of the agreement on acknowledgement of debt and its payment, drafting and sending of a notice (enforcement notice/simple enforcement notice, pre-action notice or termination or withdrawal from the contract), etc. c) the Fee including overhead fees is governed by the Ministry of Justice Decree No. 177/1996 Coll. (Sections 6; 7; 11; 13).

If this decree is no longer valid, another currently valid regulation shall be applied to determine the Fee. d) the applicable VAT rate shall be applied to the fee if the lawyer is a VAT e) the due date for each individual item of the lawyer's fee is negotiated to be on the 3rd calendar day from the date of the legal act. The Fee is due regardless of whether there is an initiation of proceedings against the Lessee on the account of the above-mentioned outstanding debt.

14. Confidentiality and protection of personal data

14.1. The Seller reserves the right of ownership and copyright on the design, calculations and other documentation provided in the process of the execution of the order. The Buyer pledges to keep all classified information confidential and not to reveal it to third parties unless explicitly permitted by the Buyer. The Buyer may not use classified information outside of the contractual relationship or for personal purposes.

14.2. Information about the Buyer is stored in accordance with the legal regulations of the Czech Republic, in particular Act No. 101/2000 Coll. on the protection of personal data. By entering the Contract, the Buyer agrees to the processing and collection of their personal data in the Seller's database even after the execution of the contract.

15. Closing provisions

15.1. Legal relationships stemming from a closed Contract/order comply with these GTC. In questions not specified by these GTC, they comply to the text of the Contract itself, or alternatively by Act No. 89/2012 Coll., the Civil Code, as amended, and related legislation.

15.2. The law of the Czech Republic shall apply to legal relations arising between the Buyer and the Seller in connection with the Contract/order.

15.3. Should any of the GTC provisions be or become ineffective, all other provisions remain effective. In the part that contains an ineffective provision, the relationship between the parties shall be governed by the general provisions of the applicable law.

15.4. These GTC are an integral part of any Contract/order and documents referring to these GTC.

15.5. The Lessee and Lessor have agreed in accordance with the provisions of Section 89a of Act No. 99/1963 Coll., the Code of Civil Procedure, as amended, that the District Court for Prague 10 shall have local jurisdiction to resolve disputes arising from a binding (confirmed) order or lease contract as a court of first instance. If the jurisdiction of the regional court is established, the Prague City Court shall be the regional court.

15.6. By signing, the Buyer confirms they agree to the GTC, that they are clear, understandable and defined and that they accept them without any reservations. They also agree that the GTC become an integral part of the contract of sale or order and acknowledges that the GTC are binding in accordance with the provisions of Section 1751 of the Civil Code for the regulation of the mutual relations of contracting parties.

15.7. By signing, the Lessee confirms they agree to the GTC, that they are clear, understandable and defined and that they accept them without any reservations. They also agree that the GTC become an integral part of the lease contract or order and acknowledges that the GTC are binding in accordance

with the provisions of Section 1751 of the Civil Code for the regulation of the mutual relations of contracting parties.

16. Force majeure clause

16.1. A party is not responsible for failure to comply to any obligation if they prove that the failure was caused by an obstacle which occurred independently of their will and which could not have been accounted for, prevented or surpassed by the party at the time of closing of the Contract, including the obstacle's implications.

16.2. If failure to comply with contractual obligations is due to a third party, which was authorized by the party to fulfil the contractual obligation in full or partial capacity, their responsibility is only removed only in the case that the party is not responsible according to the previous paragraph and at the same time, the third party authorized to fulfil the obligation would not be responsible if the conditions of the previous paragraph were applied to them.

16.3. The removal of responsibility according to the article is applicable for the duration of the obstacle.

16.4. The party which is not fulfilling their duty must inform the other party of the obstacle and its implications concerning the party's eligibility to fulfil their contractual obligations within a reasonable timeframe.

16.5. Circumstances caused by force majeure are also considered to be legal consequences for a party resulting from state action, e.g., bans on exports or production, restrictions on the movement of persons or goods in a certain area or from a certain territory.

16.6. For the avoidance of doubt, a force majeure event shall not include non-performance by contractors or subcontractors, except as provided in paragraph 2 of this article, nor shall it include adverse weather conditions other than those which are exceptionally adverse, and which are considered a force majeure event.

These GTC are effective from 1.1.2024.

The valid version of these General Terms and Conditions is published at the webpage - <https://www.fashion-line.eu/>, or alternatively <https://www.koma-rent.cz/> and is also available at the residence of the Lessor (Seller) of the Fashion Line modules.

In Prague on 22.12. 2023

Ing. Stanislav Martinec

Managing Director

KOMA RENT Ltd.

Za zastávkou 373

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CIN: 27087514