

GENERAL TERMS AND CONDITIONS**100% REWORK s.r.o.****1. GENERAL PROVISION**

- 1.1. These General Terms and Conditions (hereinafter referred to as „T&C”) shall regulate the conditions of provision of services between any customer and provider, i.e. the company 100% REWORK s.r.o., ID no.: 26892201, with the registered office at Kaštanová 530/125b, Brněnské Ivanovice, ZIP 620 00 Brno, Czech Republic, registered in the Commercial Register maintained by the Regional court in Brno, section C, entry 43717 or the company 100% REWORK Plus s.r.o., ID no.: 29273072, with the registered office at Kaštanová 530/125b, Brněnské Ivanovice, ZIP 620 00 Brno, Czech Republic, registered in the Commercial Register maintained by the Regional Court in Brno, section C, entry 70014 (any of these companies hereinafter referred to as the „Provider”) on the basis of a contract for the provision of services (hereinafter only as the „Agreement”). These T&C also apply to a framework agreement for the provision of services concluded between the Provider and a customer (hereinafter only as the "Framework Agreement”).
- 1.2. T&C shall be applied in its entirety unless the parties agreed otherwise in the Agreement or in the Framework Agreement; content of the Agreement or the Framework Agreement shall prevail over the T&C. Terms and conditions of any customer are ineffective and do not become a part of the Agreement nor the Framework Agreement, unless the Provider consented in writing.
- 1.3. The valid and effective T&C, as amended by the date of the conclusion of the Agreement or the Framework Agreement, are the integral part of each Agreement as well as each Framework Agreement.

2. CONCLUSION OF THE AGREEMENT

- 2.1. The customer may before submitting a binding order (proposal for the conclusion of the Agreement) make a demand to the Provider. The demand is never considered as an order or proposal for the conclusion of the Agreement and its confirmation does not constitute an Agreement between the parties. The demand is a mere request for information related to the provision of services, on the basis of which the customer usually finds information about the capacity of the Provider and in connection with this information also a possible date of provision of the services and the price for the provided services.
- 2.2. The customer is required to provide correct and complete data related to the requested service. All data in demand are considered by the Provider to be correct and complete. If during the negotiations on the conclusion of the Agreement it turns out that the data provided by the customer in the demand were incomplete or incorrect, the Provider is entitled to terminate negotiations on the conclusion of the Agreement at any time and not to conclude the Agreement. In the event that the Agreement has already been concluded and subsequently it is revealed that the data provided by the customer in the demand which were the basis for the conclusion of the Agreement are incorrect or incomplete, the Provider is entitled to withdraw from the Agreement with effect as of the date of delivery of the withdrawal to the customer.
- 2.3. The Agreement may be concluded: a) in the form of a separate document signed by the customer and the Provider, the content of which includes, in addition to general requirements, a more detailed specification of services provided or b) in a form of order and its acceptance; The completed information form of the Provider, which is, among other things, located on the Provider's website www.rework.cz/if, is also considered an order. The Agreement is concluded at the moment of its signing by the last party or acceptance of the order containing detailed specification of services by the Provider. In addition to its confirmation, the Provider also accepts the order by the Provider starting to perform services according to the Client's order.
- 2.4. The conditions according to section 2.3 are also applicable to conclusion of partial agreements in accordance with the Framework Agreement concluded between customer and Provider.
- 2.5. An Agreement may only be concluded in writing while the electronical communication between the parties by e-mail or any other electronical system even without advanced electronic signatures is deemed as conclusion in writing in the case when the Agreement is concluded in form of the order and its acceptance.

- 2.6. The customer acknowledges that at the moment of acceptance of the order by the Provider according to section 2.3 of these T&C, the Agreement between the customer and the Provider is concluded, therefore any order accepted by the Provider in the manner specified in the section 2.3. of these T&C becomes binding. The customer shall not be entitled to unilaterally terminate the order or more precisely Agreement, with the exception of withdrawal on the grounds of a material breach of the order. This shall apply similarly to any other Agreement or partial agreement concluded under the Framework Agreement.
- 2.7. In case that the customer fully or partially frustrates the performance of the services according to the order accepted by the Provider in the manner described in the section 2.3., i.e. under a concluded Agreement or any partial agreement concluded under the Framework Agreement for any reason on his part, the customer is obliged to reimburse the Provider for any costs incurred in vain. This arrangement does not affect the Provider's right to compensation for damage caused to the Provider by the frustration of the provision of services by the customer and any other claim of the Provider under the relevant legislation, in particular under the provision § 2613 of Act No 89/2012 Coll., The Czech Civil Code, as amended (hereinafter referred to as „CC”).

3. PRICE AND PAYMENT TERMS

- 3.1. The price for provided services will be charged by the Provider by an invoice on the basis of actual number of hours spent by providing of services which will be stated in the control report unless the parties agreed otherwise in the Agreement and/or the Framework Agreement. The control report shall contain number of employees, date of performed services, number of hours worked and description of the performed work. The control report will be drafted in electronic form and will be inserted into the client zone, which the Provider will set up for the customer and which is available on the is.rework.cz website. The conditions of entering and using the client zone are regulated in Article 7 of these T&C. The control report will therefore not be sent to the customer; the above does not apply if the customer does not have a user account in the client zone.
- 3.2. The invoice for the provided services will be issued at the end of each month in which the services were provided or after termination of the provision of services by the Provider, whichever is earlier. The invoice is due in 30 days from the date of issue of the invoice. The Provider shall deliver the invoice to the address of the customer within 7 days from the date of the issue.
- 3.3. The invoice issued by the Provider shall contain the legal requirements of a tax/accounting document.
- 3.4. The price for services does not contain VAT and therefore VAT will be added to the invoiced price in accordance with the valid and effective legislation.
- 3.5. In case of requirement of special equipment, materials or expertise for provision of services by the Provider, the Provider informs the customer about such requirement. In such case the price for services will be increased by prices, costs and expenses including: a) consumption of materials and resources, which are necessary to provide the services, unless the materials and resources were provided by the customer himself; b) the value of tools and machines used to provide the services, unless the tools and machines were provided by the customer himself; c) the value of work for the provided services.
- 3.6. In the event of customer's delay with payment for the services, the customer is obliged to pay to the Provider the contractual penalty in the amount of 0,05 % from the amount due including VAT per each day of delay. The contractual penalty does not affect any right of the Provider for damages. In the event of the customer's delay with payment for services longer than 7 days, the Provider is entitled – apart from requiring the contractual penalty – to also suspend any provision of services until the amount due is paid.

4. PROVISION OF SERVICES

- 4.1. The place of performance is stated in the Agreement or the Framework Agreement concluded between the Provider and the customer.

- 4.2. The Provider shall provide the services for the customer duly and timely, in accordance with the Agreement and the Framework Agreement, in the required extent and through its staff.
- 4.3. The customer shall pay the Provider the price for the rendered services and provide the Provider in particular with the following cooperation when providing the services: a) allow the Provider and its staff, in connection with the provision of services, access to the place of performance, b) specify at the place of performance the area where the Provider and its staff may store the facilities and materials that will be transported to the place of performance for the purpose of providing services, c) enable to the Provider and its staff to use the sanitary facilities at the place of performance (i.e. toilets, showers, washrooms etc.) and the space where they can leave their personal belongings (i.e. dressing rooms or other similar space designed to leave personal belongings in).
- 4.4. The customer undertakes during the period of validity of the Framework Agreement or any other Agreement, including partial agreements concluded under the Framework Agreement not to contact any employee of the Provider for the purpose of offering employment or any other similar activity, whether directly or through any third party/entity, and undertakes not to actively seek to terminate the employment relationship between the Provider and any of its employees.
- 4.5. In the case that the customer, or a person financially or personally linked to him, during the period of validity of the Framework Agreement or any other Agreement including partial agreements concluded under the Framework Agreement or during the two calendar months following the termination of the Framework Agreement or any other Agreement including partial agreements concluded under the Framework Agreement, enters into an employment contract or any other similar contractual relationship (including any business relationship) or into factual work performance with a person, who at any time during the period of validity of Framework Agreement or any other Agreement including partial agreements concluded under the Framework Agreement will be in employment or other similar contractual relationship with the Provider, the customer undertakes to pay to the Provider a contractual penalty in the amount of CZK 50.000.- (in words: fifty thousand czech crowns). This arrangement is without prejudice to the Provider's claim for damages.
- 5. LIABILITY FOR DEFECTIVE SERVICES, DAMAGES**
- 5.1. The Provider is obliged to provide services without defects. The defects of the provided services mean the provision of services in breach of the Agreement and/or the Framework Agreement.
- 5.2. The customer is obliged to notify any defects of services to the Provider in writing without undue delay after their detection, and for this purpose an e-mail message without a guaranteed electronic signature addressed to: reklamace@rework.cz shall be considered written form. The notification of defects of services is considered to be made in due time if the customer reported them within 24 hours of their detection, but no later than 3 months from the date of the provided services. If the Customer fails to notify the defects of the services provided within the deadlines of this clause 5.2 of the T&C, the provided services are considered to be provided without defects. Any delay results in lapse of the right arising from defective performance.
- 5.3. Notifications of defects must include the identification data of the claimed contract, a description of the defects found and the documents certifying the eligibility of the claim (i.e. especially the Provider's label (REWORK), photo of the defective parts, visible batch or number of the claimed part, etc.). All data and documents certifying the legitimacy of the claim must be in Czech or English language.
- 5.4. In case the notification is made in due time according to section 5.2 and the claim is proved by the customer to be justified, the Provider by its choice: a) will repeat the provision of services without the right to compensation and if the repeated provision of services will be made duly by the Provider, the defective performance is remedied and any claims of the customer concerning the defective performance expire with the exception of claims for compensation of direct loss provided that the Provider is liable for such loss according to the conditions set out below in this article 5 of the T&C, or b) will provide a reasonable discount on the price of the services provided.
- 5.5. The customer in addition to the claims according to section 5.4 does not have other claims concerning defective performance with the exception of claim for compensation of direct loss provided that the Provider is liable for such loss according to the conditions set out below in this article 5.
- 5.6. The customer acknowledges that the reinspection or resorting of the parts internally by the customer or by any third party does not constitute a claim for defective performance and in such a case the customer is not entitled to reimbursement of any costs associated with this and the customer will not be refunded unless otherwise in advance and in writing agreed between the Provider and the customer.
- 5.7. The Provider shall be liable to the customer for damage incurred as a result of a provable and culpable breach of its obligations arising from the Agreement or the Framework Agreement. However, the above does not apply if there are circumstances of force majeure; The Provider is not liable for damage caused to the customer as a result of force majeure.
- 5.8. In the event that the customer incurs damage for which the Provider will be liable, the Provider will be obliged only to pay provably incurred direct damage, up to a maximum of 80 % of the total invoiced amount to the customer for services provided within one (1) calendar year. For the purposes of this limitation of damages the previous calendar year before the claim for damages shall be decisive. In the event that the customer has not been not invoiced for the entire one (1) calendar year as of the date of claiming damages, then the limitation of damages in the amount of 80 % is to be calculated from the total amount invoiced to the customer so far. If – so far – the customer was not invoiced for the provision of services as of the date of claim, then the limitation of damages in the amount of 80 % is to be calculated from the estimated monthly price of the given contract.
- 5.9. The Provider is always obliged only to pay provable and direct damage. Therefore, the Provider is not obliged and will not reimburse the customer for any indirect damage, consequential damage and lost profits, in particular it will not reimburse the costs of withdrawing the customer's or his customer's products from the market, the costs of their further inspection, etc.
- 5.10. The Provider will have an insurance contract (liability insurance) with a sufficient agreed limit of indemnity for the entire period of providing services under the Agreement or Framework Agreement and will maintain this insurance contract in force for the entire period of providing services to the customer. This insurance does not apply to the territory of the USA and Canada, therefore if the parts that are subject to inspection or other activities provided by the Provider are intended for the territory of the USA and Canada, then the Provider is not liable for any damage caused to the customer in connection with these parts or while providing services relating to these parts or in connection with the provision of services relating to these parts, unless otherwise agreed in writing in advance between the Provider and the customer.
- 5.11. The customer is always obliged to claim compensation for damages from the Provider in writing, and for this purpose an e-mail message without a guaranteed electronic signature addressed to: reklamace@rework.cz will also be considered a written form.
- 6. CONFIDENTIALITY**
- 6.1. All facts and information that fall within the scope of business secrets, know-how and intellectual property of the customer and Provider are considered to be confidential.
- 6.2. The confidential information that the customer and the Provider communicate to each other, or information that the Provider or customer directly or indirectly finds out during the negotiation or performance of the Agreement or the Framework Agreement shall not be disclosed or reproduced to any third parties. The parties shall keep confidentiality about all confidential information relating to the other party.
- 6.3. Regardless of the obligations of the parties set forth in section 6.2 of these T&C, the Provider as well as the customer are entitled to make the confidential information available if: a) they receive a written consent for the other party, or b) access to the confidential information is required by law or public authority, or c) it is inevitably necessary for the performance of the Agreement, the Framework Agreement or these T&C to their employees, members of statutory body, directors, advisers or legal representatives.

7. CLIENT ZONE

- 7.1. The Provider establishes a client zone for the customer with information about contractual relation between the Provider and the customer and it is available on the Provider's website is.rework.cz. Information stated in the client zone has only informative character and its written copy always prevails.
- 7.2. On the basis of the customer's registration made on the website, the customer may enter its user (client) interface. When registering on the website, the customer is obligated to provide all data correctly and truthfully, and is obliged to update these data upon any change. The data provided in the user account are considered by the Provider to be correct.
- 7.3. Access to the user account is secured by username and password. The customer is required to maintain confidentiality regarding the information necessary to access its user account. The customer is not authorized to allow the use of its user account by third parties.
- 7.4. The Provider is entitled to cancel the user account, particularly if the customer has not used its user account for more than 40 days or if the Agreement or the Framework Agreement has ceased to exist. The Provider will cancel a user account after two (2) years of inactivity (non-use) of the user account at the latest.
- 7.5. The customer acknowledges that the Provider processes the personal information provided by the customer in order to manage the client zone, while its provision is necessary for the operation of the client zone and customer's user account. The processing of personal data is made in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as „GDPR”) as well as with any other legal regulation that concerns the personal data processing. The data are processed throughout the existence of the customer's user account until the account is cancelled.
- 7.6. The personal data may be available to the Provider's employees and also to third parties who provide guarantees to implement appropriate technical and organizational measures so the processing of personal data complies with the requirements of the relevant data protection legislation under Czech and EU law (in particular with the GDPR). The processors process personal data only within the Provider's instructions and these are primarily IT system administrators, software providers and other processors who have entered into a processing agreement regulating the rights and obligations of processing personal data. The personal data will not be passed on to processors outside the EU. The Provider is also obliged to transfer personal data to administrative authorities, courts or other public authorities according to the relevant legislation.
- 7.7. The customer also takes into account his rights, namely the rights a) to access personal data, b) to rectification and erasure of personal data, (c) to obtain personal data and transfer them to another controller (right to data portability), (d) the right to object to the processing of personal data, (e) the right to lodge a complaint with the Office for Personal Data Protection (address Pplk Sochora 27, 170 00 Prague 7, phone number +420 234 665 111, email: posta@uoou.cz) (hereinafter referred to as “**Customer's rights resulting from processing**”). Processing does not involve automated decision-making or profiling.
- 7.8. In the event of any queries or comments on any performance of the Customer's rights resulting from processing, the customer may contact the Provider through the client's zone, or may address the query, comment, objection or any other performance of the Customer's rights resulting from processing to the email: info@rework.cz, or in writing to the Provider's address: Kaštanová 530/125b, Brněnské Ivanovice, ZIP 620 00 Brno.

8. FINAL PROVISIONS

- 8.1. If the place of provision of services is the site/workplace of the customer, the customer is in accordance with the provision sec. 101(3) of act no. 262/2006 Coll., Czech Labour Code, as amended, the authorized employer. The customer will therefore coordinate the implementation of the measures to protect the safety and health of employees and the procedures for their security.

- 8.2. Legal relationship between the Provider and the customer shall be governed by and construed in accordance with the laws of the Czech Republic with the exclusion of the conflict law rules of the international private law and exclusion of United Nations Convention on Agreements for the International Sale of Goods. Czech courts shall have exclusive jurisdiction in any matters concerning relations between Provider and the customer.
- 8.3. Each party is entitled to withdraw from the Agreement or the Framework Agreement in written form in the cases explicitly mentioned in these T&C, the Agreement or the Framework Agreement or in the case of material breach of the Agreement or the Framework Agreement. The Agreement or Framework Agreement ceases to exist by the means of withdrawal with the effect from the date of the delivery of the notification of withdrawal to other party. Among others, a delay with the payment for services lasting longer than 14 days and non-cooperation with the Provider during the provision of services agreed in the Agreement or the Framework Agreement are considered material breach of the Agreement or the Framework Agreement.
- 8.4. The customer shall not be entitled to set off any claims against the claims of the Provider, whether those are claims which originate from the Agreement, the Framework Agreement, are acquired by cession or other means, nor shall the customer be entitled to assign any claims to a third party without prior written consent of the Provider.
- 8.5. In case that the Agreement or the Framework Agreement refers to specific attachment, the attachment is considered to be integral part of the Agreement or the Framework Agreement. If there is a conflict between the documents themselves or between the documents and T&C, the following order shall be applied: the Agreement, attachments of the Agreement, the Framework Agreement, attachments of the Framework Agreement, the T&C.
- 8.6. In the event of any discrepancy between English and Czech version of this Agreement, the Czech version shall prevail.
- 8.7. In the event any provisions of the Agreement, the Framework Agreement or T&C are held to be invalid or unenforceable, such provision shall not affect the validity or enforceability of other provisions of the Agreement, the Framework Agreement or T&C. The parties hereby undertake to replace any invalid and unenforceable provisions of the Agreement, the Framework Agreement or T&C by provisions and conditions valid and enforceable while the business and legal meaning and purpose of such new conditions shall be as close to the original invalid or unenforceable provisions as possible.
- 8.8. The customer bears the risk of change of circumstances in accordance with sec. 1765(2) CC. In accordance with sec. 588(2) CC it is excluded to use commercial practices between parties while an application of sec. 557 and sec. 1805(2) CC is also excluded.
- 8.9. The T&C are effective as the 1st of May 2022.