



General Business Conditions of Industry Online s.r.o.

Engineering portal of Industry Online (Portal) is an online information system, whose only operator and owner is the company:

Industry Online s.r.o., Husova 2117, 256 01 Benešov, Czech Republic, ID no.: 284 68 392, registered in the Commercial Registry, managed by the City Court in Prague, Section C, insert 143778

These are provisions for a user of Industry Online portal, which is an engineering portal provided by Industry Online s.r.o. (Provider). If you do not wish to be bound by the conditions of these provisions, you will not be able to enter and use our pages. We reserve the right to modify and republish these Conditions anytime and with immediate effect.

1 Awarding of License

Services provided on our pages are available to entities, which are lawfully able to conclude agreements, in accordance with the Law of the Czech Republic. Our services are not available to juveniles and members, who were excluded from our pages. If you do not fulfill these conditions, you will not be able to enter and use our pages. Your username and password cannot be revealed, transferred, or sold to a third party. When you register a company, you profess that you have required authority to bind your company by this agreement.

The range of use of the portal by a user is set by the General Commercial Conditions that give the user a non-exclusive license – the right to use the actual version of the Portal.

Industry Online s.r.o. gives you personal, non-transferable and non-exclusive license, valid in all countries of the world, which authorizes you to use the Portal. This license is awarded only to use services and their advantages provided by Industry Online s.r.o. in the manner set in these Conditions.

You are pledging that you will not, or will not enable other persons to, copy any part of these pages, modify them, create derivative artwork or products from them, translate them back, or in any other way extract any parts, unless you are specifically authorized to do so, or required to do so by the Law, or obtain a written permission to do so from Industry Online s.r.o.

You cannot transfer your rights to use these pages to a third person (by form of partial license or sublicense), pledge them as security, or provide rights to them to third persons, or transfer any of their parts to third persons any other way, without a former written approval by Industry Online s.r.o.

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2 Ownership Rights

You acknowledge and agree that Industry Online s.r.o. (or persons, who gave it approval, license, or other similar right) is the owner and holder of all lawful and ownership rights of the Portal, including rights to intellectual property (without regard to the fact, whether these rights are registered or not, and in which country these rights exist). You also acknowledge that the Portal can contain such information, which is marked as confidential by Industry Online s.r.o., and that you cannot further disseminate this information without previous written approval of Industry Online s.r.o.

Unless you have agreed with Industry Online s.r.o. otherwise in writing, you do not obtain the right to use the commercial name of Industry Online s.r.o., its trademarks, service marks, logos, domain names, nor any other various properties or elements, based on these Conditions.

In case that you have obtained the explicit right to use the above mentioned various properties and marks of Industry Online s.r.o., based on a special written agreement with Industry Online s.r.o., you agree that you will use them in accordance with such agreement, appropriate provisions of the Conditions and principles for use of properties and marks of Industry Online s.r.o., as amended.

With the exception of the limited license specified in the article below, Industry Online s.r.o. acknowledges and agrees that, based on these Conditions from you (and from persons, who have given you their approval or license or other similar right), it does not gain any lawful or ownership rights to any content that you put in, send or display within the Portal, including any rights to intellectual property, which are part of the Portal (without regard to the fact, whether these rights are registered or not, and in which country these rights exist). Unless you have agreed with Industry Online s.r.o. otherwise in writing, you agree that you will be responsible for protection and enforcement of such rights, and that Industry Online s.r.o. is not obliged to act in this regard on your behalf.

You agree that you are not going to remove, cover or modify notices of ownership rights (including copyright notices and trademarks) that will be present on the Industry Online s.r.o. Portal.

You agree that you will not, without previous explicit written agreement from Industry Online s.r.o., use any trademarks, service marks, commercial names or logos of any other companies or organizations in the way that could or should lead to the situation, where it will not be apparent, who is the authorized user of these marks, names and logos, while using the Portal.

3 Use of Trademarks

Publications, products, contents or services mentioned here or on our Portal are exclusively Industry Online s.r.o. trademarks or service marks. Other products or company names specified on these pages can be the trademarks of their respective owners.

4 General Description of the Industry Online Portal

The Industry Online is an exclusive advertising portal that enables its users to advertise their products, goods and services, offer or request their production capacities, or offer open work positions. We are not involved in sales between the Buyer and the Seller at all. Therefore we do not have any control over quality, accuracy or legality of lots advertised on our pages, or over accuracy of a published list. We cannot guarantee that the Buyer or the Seller actually finishes a given transaction.

During registration we utilize many techniques to identify the user of our pages to verify his/her identity. However, since verification of identity on the Internet is very difficult, we cannot verify identity of each user.

4.1 Registration

The main condition to use the Industry Online Portal is the conclusion of a contract between a user and Industry Online s.r.o. (further only the "registration"). The registration includes a license selection, the user can choose among three licenses:

4.1.1 Comfort

The license Comfort is a paid service with 3 or 12 month periods. It enables access to all system functions, placing unlimited number of commercials, access to public requests and presence in auctions.

4.1.2 Limited

The license Limited is a paid service with 12 month period. It enables you with access to all system functions, limited number of records to put in, an access to public requests and participation in auctions. Number of records is limited on 5.

4.1.3 Basic

The license Basic is free of charge with unlimited period. It enables you with access to limited number of system functions, enter of general record of your company to Products and materials and Services groups and participation in auctions; however, it does not allow you to access public requests.

The user, who is interested in concluding an agreement with the Provider, is obliged to fill in the "Registration Form" and successfully finish the registration. If the user enters untrue or misleading data, the Provider can cancel his/her license, or remove all his/her records without compensation. Damages can possibly be exacted from the user, according to the valid law regulations in the CR. The users also have a right to request their removal from the Industry Online database.

The Provider verifies individual registrations; if any discrepancies or untrustworthy lots are found the provider has a right to refuse the person interested in registration and place him/her to a Black List at the same time.

Any manipulation with the account of any other user is prohibited, such activity authorizes the other side to withdraw from a concluded contract due to error, while the user, who acts in error is entitled to compensatory damage from the person, who, without authorization, manipulated with the user account of another user.

4.2 Fees and Services

License prices and usage of our system are shown in our price list. We reserve the right to modify the service fees, as well as change some or all our services. In case that we implement a new service, the fees for this service become effective on the day of origination of this service. Unless specified otherwise, all specified prices are in Czech crowns.

4.3 Advertising and Sales

You have to be lawfully able to sell the goods that you are advertising on our pages. List of things that you advertise must contain correct description of the lots, and can include only descriptions, pictures and other content related directly to the sale of these specific things. All advertised lots must be in appropriate categories.

We reserve the right to cancel or stop your membership in case that you are suspect (by a court verdict, settlement order, insurance investigation or otherwise) of fraudulent activities related to our pages.

4.4 Auction

4.4.1 General Auction Conditions

Industry Online s.r.o. is an operator of an Online Auction Portal. The following conditions specify the online auction conditions of the auctions operated by the company Industry Online s.r.o. The Commercial Conditions are an indivisible part of the General Commercial Conditions of Industry Online s.r.o.

These conditions deal with the relationship of Industry Online s.r.o., the Buyer and the Seller.

The auction winner is the Participant (Buyer), who at the moment of expiration of the period, in which it was possible to bid, made the highest bid. The moment of the bidding period end (Closing) is determined exclusively and definitely by the time of the Industry Online s.r.o. portal server. If there is a bid that exceeds the current bid given in less than five minutes before the bidding period ends, the Closing is moved up by another 10 minutes.

Individual lots can be auctioned off successfully, if they reach a Minimum price. In case that the Minimum price cannot be reached, it is not possible to auction off the given lot, and the purchase contract between the Buyer and Seller cannot be concluded, unless the Auctioneer receives such expressly stated directive from the Seller's side.

All participants' bids are binding. In case that the Participant (Buyer) makes the highest bid, he/she will be notified about it and will be invited to conclude a purchase agreement. Auctioned lots are considered transferred to the Buyer by this at this moment.

In case that there are doubts on the side of Industry Online s.r.o., as far as validity of any bid is concerned, it will be up to the judgment of Auctioneer to determine the successful Participant, cancel the sale, or rebid and resale the appropriate lot, all without any responsibility toward a potential Buyer.

Industry Online s.r.o. can modify or withdraw any lot from an auction for any reason, until the auction is finished by the fall of a hammer, as far as this lot (lots) is (are) concerned.

4.4.2 Auction Premium

The auction premium must be added to the price for each lot and is mentioned in % without GST in details of individual lots. The Auction premium is paid by the Buyer immediately after auctioned off the item and after receiving an invoice from the Auctioneer but not later than 7 days after notification and after receiving of the invoice.

4.4.3 Value Added Tax (VAT)

The Buyer is obliged to pay VAT in the amount given by appropriate provisions of the given state that is payable immediately after auctioning off of a lot and receiving of an invoice issued by the Auctioneer in case that the Buyer and the Seller are in the same state. The place to determine the VAT rate is residence of the Owner.

4.4.4 Currency

All lots are auctioned exclusively in EUR and CZK.

4.4.5 Payment

- The Buyer is obligated to pay the total amount due immediately after auctioning off of a lot and receiving an invoice from the Auctioneer, at the latest 7 days after notification and receiving of the invoice.
- All payments must be done in EUR, in case that the Seller is from Czech Republic also in CZK. An exchange rate is determined by converse CZK/EUR which is mentioned at each individual lot.
- The accepted form of payment is exclusively by the bank transfer or by paying cash in the Company cash office. We do not accept payments by check or credit card.
- If the Auctioneer does not receive payment in accordance with the points shown above, he/she reserves the right to apply all the rights and remedies specified in the section 4.4.11.
- All bank fees are paid by the Buyer.

4.4.6 Ownership of Auctioned Lots

The ownership of auctioned lots is transferred from the Seller to the Buyer at the moment of paying of the total amount due.

4.4.7 Collection of Purchased Lots

- The Buyer is obliged to collect the auctioned lot from the premises, where it was sold, at his/her own cost, however, not later than at time specified by the Auctioneer and after the total amount due was paid.
- All packaging and handling of the purchased lots is at risk of the Buyer and at his/her cost. Industry Online s.r.o. is not responsible for actions and omissions of personnel that packages or transports the purchased lots, without regard to whether these persons were recommended by Industry Online s.r.o.

4.4.8 Supervision and Damages Caused During Removal of Purchased Lots

- The Buyer can take the auctioned lots away only after previous agreement with the Auctioneer and under his/her supervision, or under supervision of an authorized representative or representatives appointed by the Auctioneer. Disconnection of any lot from electric power must be performed always after agreement with the Buyer by a fully qualified electrician.

- If, according to opinion of the Auctioneer, removal of any lot can cause damage to the premises of the Seller, or any other damages, then the Auctioneer can impose security to cover possible damages in the amount, which the Auctioneer could require to cover his/her costs, needed to make good this damage. If the Buyer refuses to put up this money, the Auctioneer can refuse him/her access to the Seller's premises to collect all or some lots, which were auctioned off by the Buyer, or the Auctioneer could cancel the sale of this lot(s).
- The Buyer is responsible for all damages caused by him, his carrier or agents on the property of any third person (especially to the Seller's premises) during removal of any lot(s), which he bought.

4.4.9 Third Party Claims

Should any party claim possession of or title to all or part of a lot prior to its removal from the Seller's premises, the Auctioneer reserves the right to rescind the sale thereof or to permit the removal thereof from the Seller's premises subject to such conditions, as it may see fit to impose.

4.4.10 Transfer of Risk

Risk of loss or damage to any purchased lot is transferred to the Buyer by its transfer, or by notice of the highest bid. Any obligation of the Auctioneer or Seller to deliver the lots will be considered fulfilled by notice of the highest bid, even at the time, when there is a follow up damage of this lot and/or loss of its part.

4.4.11 Remedies for Non-Payment or Failure to Collect Purchases

If the total amount due is not paid on any lot, or the Buyer fails to collect the lot in accordance with the Auction Commercial Conditions, the company Industry Online s.r.o. can exercise one or more of the following rights and remedies:

- proceed against the Buyer for damages for breach of contract
- cancel or rescind the sale of that or any other lots sold to the defaulting Buyer at the same or any other auction, retaining as compensation all payments made by the Buyer referable to any losses, costs or expenses incurred by the Seller or Industry Online s.r.o., as a result of the Buyer's default
- re-sell the given lot and hold the Buyer liable for the deficiency
- hold the Buyer liable for the total amount due and the deficiency caused by the difference in prices
- charge the Buyer the delay interest in the amount of 0.5 % of the total amount due for each day of delay, starting on the eighth day from handover
- insure, remove and store the lot either at Industry Online s.r.o.'s premises or elsewhere at the risk and expense of the defaulting Buyer

4.4.12 Liability of Industry Online s.r.o.

- All lots are sold as is on the day of auction. The Buyer thereby declares that he was made familiar with the technical status of the lot, and that he/she looked over the individual lots properly, and that he/she will not make any claims towards Industry Online s.r.o., or the Seller. Industry Online s.r.o. is not liable for any errors in description in the Catalogue or elsewhere, or for genuineness or authenticity of any lot. The company Industry Online s.r.o., or the Seller does not provide any guarantee to the Buyer.
- Industry Online s.r.o. and the Seller hereby severally exclude liability for any accident or injury, howsoever arising, sustained by any person or persons, who may attend the premises for the purpose of the auction, inspection, purchase, collection or any other business.
- Industry Online s.r.o. sells as an agent for the Seller (except where it wholly or partly owns any lot as principal), and as such is not responsible for breach of contract between the Seller and the Buyer.
- The Buyer must satisfy all valid laws and regulations, concerning removal/liquidation of waste, including hazardous waste at his/her own cost. If the waste materials are being removed, then this work must be performed by approved and authorized contractor at the Buyer's expense.

4.4.13 Definitions

In these Commercial Conditions the terms defined below will have the following meaning:

Auction system

The Auction System is an automatic electronic system, consisting of software and hardware, which performs operation of auctions, registration of participants and other services.

Catalogue

The Catalogue includes advertisements, brochures, estimates, price lists and other publications of Industry Online s.r.o.

Auctioneer

The Auctioneer is Industry Online s.r.o., Husova 2117, 256 01 Benešov, Czech Republic, ID no.: 284 68 392

Seller

The Seller is the owner of machines or accessories, who is shown in the auction lot detail as the Owner.

Buyer

The Buyer is any participant, who bids on any auction lot.

Participant

The Participant is a physical or legal entity, which concluded the Contract (Registration) about use of the system with Industry Online s.r.o.

Auction winner

The Auction Winner is the participant, who made the highest bid in the period of auction.

Subject of auction

The Subject of Auction is goods, i.e. machinery and accessories approved by the Auctioneer.

Hammer price

The Hammer Price means the price, at which a lot is knocked down by the Auctioneer to the Buyer, including the Auction Premium and excluding VAT.

Auction premium

The Auction Premium is the commission that will be paid to Industry Online s.r.o. by the Seller.

Minimum price

The minimum price is the price, for which the Seller is willing to sell the auction lot, unless stated otherwise.

Bid

The Bid is the suggestion of the Buyer to conclude a purchase contract, which is performed by the Buyer through the auction system. Since all material requirements of the purchase contract are already defined by the Seller, the Buyer is authorized to suggest the amount of a purchase price only.

Immediate purchase

The Immediate Purchase auction is not a standard auction type; it is a public proposal of the Seller to conclude the purchase contract for the price set in advance. The purchase contract will be concluded with the participant, who will notify the Seller through the auction system that he is accepting the proposed price as the first one.

Auction period

The Auction Period is the time, during which the auction participants are authorized to make bids to conclude a purchase contract, or send notices that they are accepting proposals to conclude the purchase contract; the server time is decisive to measure the period of auction.

Deficiency

The Deficiency means all handling charges, interest, collection fees, incidental liabilities, costs (including without limitation legal fees and expenses) and storage, removal and insurance fees, and with respect to any resale, any shortfall between the original Hammer Price and the resale Hammer Price.

4.5 Personal Data and Their Protection

The User agrees with collection and processing of his/her personal data by Industry Online s.r.o. Manipulation with the user personal data is the subject of the Law no. 101/2000 Coll., about Protection of personal data.

Industry Online s.r.o. will not sell, lend, exchange or otherwise transfer any personal data and/or operational data, or content of communication to any third person without your explicit permission, unless it obliged to do so by the Law, or based on an order by an authorized body.

4.6 Provider Liability Limitations

The Industry Online Portal is not responsible for possible defects of goods or services, which are being offered through it. Provisions of these Conditions do not exclude or limit in any way responsibility of Industry online s.r.o. for damages that cannot be lawfully excluded or limited. In accordance with general provisions, Industry Online s.r.o. and associate companies or persons, who gave it its permission or licenses, does not have any responsibility toward you for:

- indirect or follow up damages, which you can incur, including lost profits (as direct or indirect consequence), damage to goodwill or name and loss of data
- and any losses or damages you can incur:
 - ❖ as a consequence of your trust in completeness, accuracy or existence of any advertisement, or as a consequence of any relationship, or transaction between you and advertising client or a sponsor, who places its advertisement on the Portal
 - ❖ as a consequence of any changes, which Industry Online s.r.o. performs on the Portal, or any permanent or temporary interruption in provision of services (or any of their properties or parts)
 - ❖ by deletion, damaging or not saving of any content or any other transported data managed or transferred by the services or through them
 - ❖ if Industry Online s.r.o. does not provide exact data for your user account
 - ❖ if there is disclosure of your password or other access data to your user account on your side

Users acknowledge that Industry Online s.r.o. is authorized, or obliged to give personal data of the Users to criminal proceeding or state administration authorities or aggrieved persons, if it comes to light that the User performed activities, because of which criminal or administration proceedings were started, or through which he/she could cause property or non-property damage to a third person, on the Industry Online Portal.

Due to the fact that the Industry Online Portal only serves for presentation of your company, in case that you are in a dispute with one or more users, you agree to indemnify Industry Online s.r.o. from all claims, requirements and damages (actual and follow up) of all kinds, known and unknown, public or private, originating and in any way connected to this dispute.

4.7 Limitation or Interruption of Portal Operation

Industry Online s.r.o. is authorized to limit or interrupt the operation of the Industry Online Portal to perform its maintenance or updating. The Company is obliged to notify all portal auction users about the planned interruption of operations by sending them information email to the contact



email addresses of these users. During operational interruption all auctions in progress are interrupted until the Auction Portal is in operation again. After renewing of operations the interrupted auctions continue from the time, when they were interrupted.

4.8 Sanctions

The Provider is authorized to withdraw from a contract, or block a user account, of the users, who substantially breached the contract and these Commercial Conditions, or who, by their actions, damage the good name of Industry Online s.r.o., or possibly if Industry Online has well grounded suspicion that this User intends to damage third persons by his/her actions.

The following are considered a substantial breach of contract:

- entering of untruthful data during registration
- untrue informing of business partner about goods or services
- non-payment for provider's services
- use of vulgar language, slander or other attacks onto other portal users

The right for payment of owed amounts for awards, damages or contractual fines does not become extinct by the expiration of the portal service contract.

5 Final Provisions

The Provider is authorized to change the Commercial Conditions, contract and its attachments. The Provider is obliged to announce change of the documents at the moment of updating to all portal users. The contracts that were concluded before such update are governed by the conditions valid at the time, when these contracts were concluded. Users acknowledge their approval with wording of the actual version of the Commercial conditions, contract and its attachments every time, when they log in.

These Commercial conditions and your relationship with Industry Online s.r.o., based on these conditions, are governed by the Czech Law. You and Industry Online s.r.o. agree with exclusive legal jurisdiction of the courts in the Czech Republic during all legal disputes, originating from these Conditions. Without regard to the preceding you agree that Industry Online s.r.o. can, in spite of this, request the issuance of preliminary ruling (or other corresponding court decision) in any other country.

You agree that Industry Online s.r.o. can send you announcements, including announcements about changes of these Conditions, by email, post, or as notifications about individual services.

If the appropriate court decides within its jurisdiction that any provision of these Commercial Conditions is null and void, then this provision will be removed from these conditions, without influencing the remaining provisions. The remaining provisions of these Commercial Conditions remain valid, in effect and enforceable.

In case that some provisions of these Commercial Conditions would become invalid or ineffective for any reasons, this fact would not cause invalidity or ineffectivity of other parts of these Commercial Conditions or the Contract.