



SALES AND DELIVERY TERMS AND CONDITIONS

SkyFox Labs s.r.o.

This document declares the terms and conditions on which the SkyFox Labs s.r.o. supply the Goods listed on our website <http://www.skyfoxlabs.com> to our customers. Please read these terms and conditions carefully before ordering any Goods from the Supplier website.

By ordering and / or accepting the Goods the Buyer declares the full agreement with these SkyFox Labs s.r.o. Sales and Delivery Terms and Conditions.

Document Rev. E/2018, effective since May 1, 2018, unless otherwise noted.

1 Interpretation

Hereinafter buyer ("Buyer") means an entity purchasing goods, products and services ("Goods") from SkyFox Labs s.r.o. with its registered office at Mochovská 527/25, CZ-19800, Prague, Czech Republic, company Identification Number (IN): 03686370, registered at Czech Business Register conducted by Municipal Court in Prague, section C, insert 235427 (Obchodní rejstřík vedený Městským soudem v Praze, oddíl C, vložka 235427 [full Czech version], online founding documents can be found via Business Register portal located at <http://or.justice.cz>), bank account maintained at Česká Spořitelna a.s., number 000000-3750975329/0800, IBAN: CZ30 0800 0000 0037 5097 5329, BIC: GIBACZPX, with company and product website located at <http://www.skyfoxlabs.com> and main e-mail contact at info@skyfoxlabs.com, ("Supplier"). The Supplier is registered for VAT under no.: CZ03686370.

2 Basis of the sale

- 2.1 The Supplier shall sell and supply the Goods to the Buyer subject to these terms and conditions ("Conditions"), which shall govern the contract ("Contract") for the sale of the Goods provided by the Supplier hereunder to the exclusion of any other terms and conditions and notwithstanding contrary or additional terms and conditions in any order, purchase order, schedule, acknowledgement, confirmation or any other form of document issued by either party affecting the purchase and / or sale of the Goods. Any conflicting statements or terms listed on the Buyer's purchase orders, invoices, confirmations or other Buyer generated documents are hereby rejected by the Supplier, and all different or additional terms and conditions contained in any document of the Buyer are hereby objected to by the Supplier.
- 2.2 No variation to these Conditions shall be binding unless agreed in writing by an authorized representative of the Supplier. Conditions shall include any special terms and conditions agreed in writing by the Supplier and the Buyer; any special terms shall prevail.

3 Orders and specifications

- 3.1 No order submitted by the Buyer is accepted by the Supplier unless confirmed in writing by the Supplier's authorized representative or delivery of the Goods by the Supplier.
- 3.2 The quantity, quality and description of and any specification for the Goods are those set out in the Supplier's quotation or the Buyer's order (to the extent accepted by the Supplier).
- 3.3 The Supplier may make changes to the specification of the Goods in order to conform with any statutory or EC requirements or if changes do not materially affect Goods quality or performance.
- 3.4 All drawings, designs, specifications and other information provided by the Supplier are confidential and all intellectual property rights in respect of them remain vested in the Supplier and shall not pass to the Buyer.

4 Price of Goods

- 4.1 The price of the Goods shall be the price specified in separate written agreement or, if none, on the Supplier's order acknowledgement or, if none, on the Supplier's quotation or, if none, on the Supplier's price list. All prices quoted are valid for 60 (sixty) days only or until earlier acceptance by the Buyer.
- 4.2 The Supplier may vary the price at any time before delivery to reflect any change in the cost beyond the control of the Supplier (e.g. foreign exchange, costs of labor, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer.
- 4.3 All prices of the Goods are given on EXW (Ex Works) Prague, Czech Republic, INCOTERMS® current at the time the order is accepted, basis. Prices exclude value added tax (VAT) and other taxes and duties as well as any charges for transport, packaging and insurance, unless otherwise noted in separate written agreement or, if none, on the Supplier's order acknowledgement or, if none, on the Supplier's quotation or, if none, on the Supplier's pricelist.

5 Terms of payment

- 5.1 The Buyer shall pay the invoice (in full without any set off, deduction or counterclaim) in the currency billed by the Supplier to the Supplier's bank account specified in the invoice within 30 (thirty) days from the date of the Goods delivery, unless otherwise noted in separate written agreement or, if none, on the Supplier's order acknowledgement or, if none, on the Supplier's quotation or, if none, on the Supplier's price list. Checks are not accepted.
- 5.2 The Buyer is responsible for paying all applicable duties and taxes. However, when required by law the Supplier will collect local sale, use, exercise and other taxes that apply to a Buyer's shipment. These taxes are in addition to the purchase price of the Goods.
- 5.3 The Supplier is entitled to charge 15 % p.a. interest on the delayed payments.

6 Delivery and Performance

- 6.1 Term of delivery shall be EXW (Ex Works), INCOTERMS® current at the time the order is accepted, unless otherwise agreed.
- 6.2 Selection of carriers and delivery routes will be made by the Supplier.
- 6.3 Any dates quoted for delivery of the Goods are approximate only and the Supplier shall not be liable for any delay in delivery of the Goods unless being in delay more than two weeks from the agreed approximate delivery date and having received the Buyer's written notification.
- 6.4 If the Supplier fails to deliver the Goods for a reason not beyond the Supplier's control and not due to the Buyer, subject to section 6.3 hereof the Supplier shall pay to the Buyer a sum equal to 1 % (one percent) price of the delayed delivery for each week in delay up to maximum amount of 5 % (five percent) of the price of the delayed or non-delivered Goods, provided that the Buyer claims such amount within thirty days from the original date of delivery. This shall be Buyer's only and exclusive remedy in case of delay in delivery or non-delivery. Any other remedies of the Buyer in this respect, including statutory remedies, are excluded.
- 6.5 If the Buyer fails to take delivery of the Goods or fails to give the Supplier adequate delivery instructions then, without prejudice to any other right or remedy available to the Supplier, the Supplier may store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage and/or sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess over the price under the Contract or charge the Buyer for any shortfall below the price under the Contract.
- 6.6 The Buyer shall comply, and be responsible for compliance, with all laws governing the importation of the Goods into the country of destination.
- 6.7 The Supplier will not be liable for any delay in delivering, or failure to deliver the Goods where such delay or failure occurs as a result of the Czech Government Export Control Organization (or any replacement organization from time to time) delaying the grant of, or refusing to grant any required export authorizations. In such case the Supplier will inform the Buyer about the situation as soon as possible via appropriate electronic communication channel (e.g. via e-mail or telephone, if provided by the Buyer in previous communication).
- 6.8 The Supplier will not be liable for delays in delivery or for failure to perform its obligations due to causes beyond its reasonable control including, but not limited to, product allocations, material shortages, labor disputes, transportation delays, unforeseen circumstances, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, Government priorities, fires, strikes, floods, severe weather conditions, computer interruptions, terrorism, epidemics, quarantine restrictions, riots or war. Supplier's time for delivery or performance will be extended by the period of such delay or Supplier may, at its option, cancel any order or remaining part thereof, without liability by giving notice to the Buyer.

7 Export control

- 7.1. The Supplier is committed to compliance with all export regulations and laws of the Czech Republic. The sale, resale or other disposition of Goods, and any related technology or documentation, are subject to the applicable export control laws, regulations and orders of the Czech Republic and may also be subject to the export and/or import control laws and regulations of other countries. The Buyer agrees to comply with all such laws, regulations and orders. The Buyer further acknowledges that it shall not directly or indirectly export any Goods, or components containing Goods, to any country to which such export or transmission is restricted or prohibited. The Buyer acknowledges its responsibility to obtain on its own any license to export, re-export or import as may be required.
- 7.2. If Buyer intends to use the Goods in the performance of a U.S. Government contract or subcontract where Federal Acquisition Regulations, Defense Federal Acquisition Regulations Supplements, or other applicable government procurement rules or regulations (collectively, "Government Procurement Regulations") will apply, Buyer will inform the Supplier in writing of each applicable Government Procurement Regulation before Buyer submits an applicable purchase order for the Product.
- 7.3. Requests by Buyer for the Supplier to provide assistance, services or products in connection with the integration of Goods into any military end-use item or end-user is prohibited. The Supplier is not obligated to provide such assistance, services, products or Goods.
- 7.4. Goods are not allowed to be shipped, re-sold, sold or otherwise transferred to embargoed countries: Cuba, Libya, Iran, Iraq, Sudan, Syria and North Korea. Resellers, freight forwarders, etc. are also prohibited from exporting Goods to these countries. Supplier is not allowed or willing to conduct any business (including discussion) or cooperate on any military related or banned end-use or end-users. Supplier activities and products are only dedicated to peaceful scientific, educational or commercial purposes with small satellites.
- 7.5. The Supplier will not be liable to Buyer for any loss or expense if Buyer fails to comply with any trade control law or with the provisions set forth herein. Buyer will fully indemnify the Supplier against any damages, costs, losses, liabilities and/or expenses (including attorneys' fees and expenses) arising out of Buyer's non-compliance herewith.

8 Risk and property

- 8.1 Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery to the carrier of the Supplier's choice, unless agreed otherwise. The Buyer should insure the Goods accordingly.
- 8.2 The property in the Goods shall pass to the Buyer upon the payment in full of the price of the Goods.
- 8.3 Until the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Supplier's fiduciary agent, and shall keep the Goods separate and properly stored, protected and insured and identified as the Supplier's property, and shall not be entitled to dispose of the Goods.
- 8.4 Until such time as the property in the Goods passes to the Buyer, the Supplier may at any time require the Buyer to deliver the Goods to the Supplier and, if the Buyer fails to do so forthwith, enter upon any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.

9 Product safety notice and restrictions

- 9.1 Goods sold by the Supplier are not designed, intended or authorized for use in life support, life sustaining, human implantable, nuclear facilities, flight control systems, or other applications in which the failure of such Goods could result in personal injury, loss of life or catastrophic property damage.
- 9.2 If the Buyer uses or sells the Goods for use in any such applications: (1) Buyer acknowledges that such use or sale is at Buyer's sole risk; (2) Buyer agrees that Supplier is not liable, in whole or in part, for any claim or damage arising from such use; and (3) Buyer agrees to indemnify, defend and hold Supplier harmless from and against any and all claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use or sale.

10 Refund Policy

- 10.1 In case of rescission of a contracted order, the Buyer will be responsible for the cost of returning the Goods to Supplier. Return freight charges must be prepaid by the Buyer. The Buyer is obliged to return the delivered Goods to the Supplier immediately to the Supplier's main trading address detailed in paragraph 1 above, in the same condition in which received them, at Buyer's cost and risk, in the original packaging and in a resalable condition. Buyer then has a legal obligation to take reasonable care of the Goods while it is in Buyer's possession. If the Buyer fails to comply with this obligation, Supplier may have a right of action against Buyer for compensation. The foregoing statements concerning returns do not apply to non-returnable Goods (see the non-returnable Goods section in these terms below).
- 10.2 Any ESD sensitive product returned that has not been handled properly will not be eligible for refund.
- 10.3 In case of refund, the Supplier reserves the right to use the same money transfer method as used by the Buyer
- 10.4 From time to time, Supplier will notify Buyer of Goods that are non-returnable upon determining that an order requires such conditions of sale. Buyer understands that non-returnable Goods are manufactured by Supplier specifically for the Buyer. Irrespective of circumstances, Buyer agrees that non-returnable Goods may not be cancelled, returned or rescheduled by the Buyer without the agreement of the Supplier. Goods labeled as moisture sensitive are non-returnable once the packaging has been opened.

11 Liability and Warranty

- 11.1 The Buyer must inspect the Goods immediately upon the delivery. Any claim for any defect in the quality or condition of the Goods shall be notified to the Supplier within 14 (fourteen) days of delivery or, where the defect was not apparent, of discovery of the defect. No claim, suit or action may be brought against the Supplier more than 24 (twenty-four) months from delivery. The Buyer's claims against the Supplier are void if the Buyer fails to notify the Supplier of any apparent defects of the Goods within 14 (fourteen) days from delivery, or of any hidden defects within 14 (fourteen) days after the defect has been detected. The notification must be made in writing or via email to the address mentioned in paragraph 1 above.
- 11.2 The Supplier does not warrant accuracy or otherwise of any design, drawing, specification, instructions, or information or advice it provides in relation to the Goods. All warranties in relation to the Goods whether express or implied, oral, written or statutory are excluded to the fullest extent permitted by law including but not limited to warranties with regard to fitness for the purpose and merchantability.
- 11.3 In case of defective Goods, the Supplier may, at its option, replace or repair the Goods or refund the price of the Goods, but the Supplier shall have no further liability to the Buyer.
- 11.4 No liability of the Supplier will apply if the Goods have been subject to misuse, static discharge, neglect, accident, modification or have been soldered or altered in any way.
- 11.5 Under no circumstances shall the Supplier be liable to the Buyer for loss of contracts, profits, revenue, business, or other indirect or consequential loss howsoever caused.
- 11.6 The Supplier's entire liability under the Contract shall not exceed the price paid to the Supplier for the Goods which are the subject of the claim by the Buyer.
- 11.7 The Buyer shall indemnify, defend and hold the Supplier harmless for any claims brought by any party regarding Goods supplied by the Supplier and incorporated into the Buyer's product.

12 Intellectual property

If an order includes software or other intellectual property, such software or other intellectual property is provided by Supplier to Buyer subject to the copyright and user license, the terms and conditions of which are set forth in the license agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement. Unopened software may be returned for credit. Opened software may not be returned unless defective.

13 Insolvency of Buyer

Without prejudice to any other right or remedy available to the Supplier, the Supplier may cancel the Contract without notice or suspend any further deliveries without any liability to the Buyer, if:

- (a) the Buyer is in breach of a payment to the Supplier;
- (b) makes any voluntary arrangement with its creditors or becomes bankrupt or goes into liquidation; or
- (c) the Buyer ceases, or threatens to cease, to carry on business; or
- (d) the Supplier reasonably believes that any of the foregoing events is about to occur in relation to the Buyer and notifies the Buyer accordingly.

14 General Data Protection Regulation

- 14.1 The Supplier's website, hereinafter ("Website") located at <http://www.skyfoxlabs.com> accessible also via <http://www.skyfoxlabs.cz> is utilizing Cookies and Google Analytics service by Google, Inc. to monitor Website traffic for service optimization. DPA 2.0 agreement with Google, Inc. is applied. There are following data monitored and stored about the Website visitor, hereinafter ("Visitor"): Website Visitor internet access provider, country, city, time of the Website visit, device, system, browser type, language, amount of visits, a list of visited (sub)sites.
- 14.2 On a voluntarily basis, the Visitor may leave a contact details to the Supplier via Website on dedicated dialog input section(s). By voluntarily inputted contact, the Website Visitor grants the Supplier with rights to contact Visitor by Supplier for marketing purposes. Such email input will be removed within thirty (30) days from the Supplier's database on Visitor's request via email.
- 14.3 As the Website shall serve mainly for Supplier's Goods display, showcasing and Goods information source, the Website is not assumed to work as e-shop. Thus, no Purchase Order could be initiated by visiting the Website or inputting any data through the Website. An email/mail request delivered to Supplier from Buyer/Visitor or by Buyer's/Visitor's telephone contact with the Supplier are mandatory to initiate the Purchase Order process. The appropriate contacts are mentioned in the Website section Contacts, located at <http://www.skyfoxlabs.com/contact>.
- 14.4 The Supplier's email service is secured in the frame of the Google, Inc. Gmail service, utilizing DPA 2.0 agreement.
- 14.5 Supplier is obligated to not share the Buyer's or Website Visitor's personal data to any third party, except parties with contractual agreement about securing the necessary personal data processing such as for accountant purposes, freight forwarders or governmental entities.
- 14.6 For the purpose of supplying Goods, the Supplier requires and maintains only the minimum personal data set, such as: full Buyer name, physical address for Goods delivery and contact (email, telephone, fax, correspondence mail address). However, additional Buyer's and its affiliates data may be required and maintained such as VAT or related TAX ID number, bank account details for customs and accounting purposes, product end-use/end-user location address, stamp and/or signature for export control paperwork purposes, NDAs and other related documents.
- 14.7 The Data Protection Officer is: Mr. Jaroslav Laifr, SkyFox Labs s.r.o., Mochovská 527/25, CZ-19800, Prague, Czech Republic. Electronic contact to DPO: jaroslav.laifr@skyfoxlabs.com, telephone contact 00420-608-21-6757.
- 14.8 Clauses mentioned in the Chapter 14 of this document are effective since May 25, 2018.

15 Packing

- 14.9 If the Supplier notifies that packing materials are returnable, the Buyer shall return them at its expense within three months of the delivery. Where not returnable, the Buyer will dispose of all packing in accordance with the applicable regulations.
- 14.10 The Supplier shall use reasonable endeavors to ensure, where necessary, the appropriateness of packing before dispatch, but the Supplier shall not be liable for any damage to or loss of Goods between dispatch from the Supplier and delivery in accordance with this Contract.

16 General

- 15.1 No waiver by the Supplier of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 15.2 If any provision of the Contract is held to be invalid or unenforceable the validity of the other provisions of the Contract shall not be affected.
- 15.3 The Contract shall be governed by and construed in accordance with the laws of the Czech Republic excluding UN Convention of International Sale of Goods and without reference to the conflict of law principles.
- 15.4 The ordinary courts of Prague, Czech Republic, shall have exclusive jurisdiction over any dispute, controversy or claim arising out of or in connection with a Contract.
- 15.5 Without prejudice to clause 15.4 above, the Supplier reserves the right, at its own choice, to sue the Buyer at the Buyer's general place of jurisdiction.
- 15.6 The Supplier reserves all rights to decline the order of any Goods or provide any further information about the Goods to end user assuming to violate any local or global national laws by the Goods.

Prepared and authorized by:



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Jaroslav Laifr
SkyFox Labs s.r.o. CEO & Founder