

PROFORMA INVOICE

Date: 15 December 2020

Sales Manager:

Joze Eder

Joze.Eder@alliances.com

Customer: Serbian American Medical Association
(SAMA)
PO Box 204
Glen Echo
MD 20812
UNITED STATES OF AMERICA

Prepared by:

Petra Schmidtova

Pschmidtova@alliances.cz

Quotation reference: UW WASHER

	Description	Unit price FCA Příbor (EUR)	Quantity	Total FCA Příbor (EUR)
Pocket Hardmount Washer Model: UW105 Brand: UNIMAC UWU105D30VP05ELA00	Industrial construction built to run 24/7 Over-dimensioned steel frame for quiet operation Designed to last more than 1.5 X standard washer extractors Stainless steel drum and tub Drum volume (liter): 480 Dry Weight Capacity kg/lb 10:1: 48/105 Control: UNILINC V SPEED, 300g EXTRACT, 5 extract speeds Heating: ELECTRIC Voltage: 380-415V/50-60Hz/3Ph Ozone resistant seals Soap board Liquid soap connection standard CE Approval: Metric plumbing standard Film packing 5 Cup Dispenser	14 850,00	1	14 850,00
INCLUDED OPTION				
Total FCA Příbor, Czech Republic:				€ 14 850,00

PROFORMA INVOICE

CONDITIONS OF SALES

Prices: Net price, per unit, in EUR
FCA Příbor, Czech republic

Validity: for delivery in December 2020

Actual delivery time: December 2020 (available in the stock)

Payment conditions: payment at order

Bank details: JPMorgan Bank Luxembourg S.A.
Address: 6 route de Treves, L-2633
Senningerberg
Luxembourg
IBAN Code: LU79 0670 0070 0004 8009
SWIFT Code: CHASLULX

To confirm as order you can sign below and send back to us by e-mail:

Name:

Signature:

GENERAL TERMS AND CONDITIONS OF SALE

Clause 1 Scope and Application

The present general terms and conditions (hereinafter the "Terms") shall apply to all obligations between Alliance Laundry CE s.r.o., with its registered office at Místecká 1116, 742 58 Příbor, ID No. 29451914, entered in the Commercial Register administered by the Regional Court in Ostrava under file No. C 54389 (hereinafter "Alliance") and any third person (an entrepreneur) in connection with any sale of any of Alliance's products (hereinafter the "Customer"; Alliance and the Customer are hereinafter referred to as the "Parties"), including, without limitation, any and all quotations, orders, sales agreements, deliveries, and other legal acts and/or fulfilment of the Parties' obligations, in so far as they are not varied or excluded by an explicit written agreement entered into between the Parties. The Terms constitute an integrated part of any agreement entered into between the Parties in connection with any sale of Alliance's products. In case of inconsistencies of these Terms and conditions and any existing written agreement between the Parties, the provisions of such agreement shall prevail. After the Customer receives these Terms by any means (including, without limitation, via electronic communication) any future legal act by the Customer vis-à-vis Alliance (including, without limitation, any order) shall be construed in accordance with and governed by these Terms and, by any such legal act exercised by the Customer, the Customer shall be deemed to have unconditionally accepted the Terms.

Clause 2 Quotations – Orders

2.1. All price quotations of Alliance give an approximation of the actual price. Alliance's prices, tariffs and offers are noncommittal and without any engagement on Alliance's behalf. All prices are exclusive of VAT and calculated on an ex works (INCOTERMS 2010) basis, except when specified otherwise in writing. The Customer will bear all legal charges and taxes related to the purchase, delivery and other fulfilment of the Agreement (as defined in clause 2.2 below) between the Parties.

2.2. A purchase-sale agreement between Alliance and the Customer (hereinafter the "Agreement") shall come into effect based on (i) an agreement entered into between the Parties in writing, or (ii) the Customer's order accepted by Alliance either (A) in writing or (B) in other text form, including, without limitation, e-mail, sent to the e-mail address indicated in the order or other communication from Customer to Alliance; any means of acceptance of the Customer's order other than as set out above shall not be legally binding on Alliance.. Nevertheless, the Customer shall be legally bound by a verbal order. Any changes to the Agreement shall be subject to the principles set out in this clause 2.2.

Clause 3 Delivery Modalities– Receipt

3.1. Delivery times are approximate and not binding for Alliance, unless it has been agreed explicitly and in writing in advance that observance of the delivery time is essentially binding. In all events, delivery times will be postponed in the event of late sending of documents and information indispensable for the good execution of the order, even if this delay cannot be attributed to the Customer, by the time period corresponding to the time of the delay. Any delivery time agreed between the Parties is set out exclusively to the benefit of Alliance.

Circumstances such as fire, strike, lock-out, explosions, heavy snowfall, flood, machine failure, scarcity of energy, base materials, material, manpower or means of transport, accidents, exceptional traffic jams, import and export restrictions, and any other extraordinary unpredictable and irreversible events which arise independently of Alliance's will and impede Alliance from fulfilling its obligations either (i) on a permanent or, (ii) on a temporary, basis, as well as any other circumstance that might delay the execution of the agreement, either with Alliance or with its suppliers or subcontractors, will in any event be considered as force majeure. In case of force majeure, (i) Alliance shall be entitled to withdraw from the Agreement as a whole or from the obligations which are affected by the force majeure event to the extent they are separable from the remainder of the Agreement and, (ii) all delivery times set out in the Agreement shall be postponed by the time of occurrence of the force majeure event. To the extent allowed by applicable mandatory laws, the Customer shall not be entitled to compensation of (and Alliance shall not be liable for) any damages caused by Alliance to the extent they were caused, directly or indirectly, by force majeure.

3.2. Changes to the Agreement (agreed between the Parties) made based on the Customer's request automatically bring along that the initially proposed delivery times expire. In such event the Parties will in good faith discuss and agree on reasonable new delivery times.

3.3. Except when stipulated otherwise in writing and to the extent allowed by mandatory provisions of law, the Customer shall not be entitled to (i) compensation of (and Alliance shall not be liable for) any damages incurred due to late delivery or to (ii) refuse the goods, and/or to unilaterally withdraw from the Agreement on the grounds of a late delivery.

3.4. Unless agreed upon otherwise in writing, delivery shall take place on an ex works (INCOTERMS 2010) basis in Alliance's facility at Příbor or any other address specified in the Agreement, on the date notified to the Customer in writing or by e-mail or on the agreed delivery time (as postponed from time to time in accordance with the Terms and the Agreement), whichever is applicable. The Customer recognizes to be fully informed about all characteristics and technical specifications typical of the purchased goods. If the Customer has not taken receipt of the goods within 48 hours as from the notification of availability made either in writing

or via e-mail or from the agreed delivery time (as postponed from time to time in accordance with the Terms and the Agreement), whichever is applicable, all further costs for storage and the like will be at Customer's expense. If the goods are not collected within 14 days as from the communication of availability made either in writing or via e-mail, Alliance shall have the right to withdraw from the Agreement in accordance with the stipulations of clause 8.1. of the Terms.

3.5. Unless agreed upon otherwise in writing, all costs of transport, dispatch, loading and unloading are at the expense of the Customer, even if these acts take place at the initiative of Alliance with its means of transport by its appointees and/or execution agents. The goods always travel on the responsibility and at the risk and peril of the Customer, even if they have been sold carriage paid.

Clause 4 Transfer of Property and Risks

4.1. The Customer only becomes the owner of the goods delivered by Alliance at the moment it has met all payment commitments towards Alliance, including the ones resulting from other agreements entered into between the Parties before or on the date of entering into the Agreement. The Customer recognizes that this clause of retention of title has been brought to his knowledge and has been accepted by him prior to delivery of the goods. Having regard to the retention of title, the Customer is not allowed to alienate and/or encumber by any means the sold goods before payment in full of all debts resulting from the Agreement and all other agreements entered into between the Parties before or on the date of entering into the Agreement has been made. If the Customer breaches the obligation set out in the previous sentence, Alliance shall be entitled to the payment by the Customer of a contractual penalty corresponding to half of the purchase price of the goods agreed in the Agreement alienated or encumbered in violation of the Customer's obligation; the right to payment of additional damages shall not be affected hereby. In case the Customer might, in spite of this retention of title, nevertheless proceed to alienation of the goods to a third party, the Customer hereby, under a condition precedent and, with effect as of the moment of alienation of the goods to a third party, creates a pledge over its receivable for payment of the price resulting from the alienation of the goods to Alliance to secure the Customer's debts towards Alliance from or in connection with the Agreement and from or in connection with any and all other agreements entered into between the Parties before or on the date of the Agreement, existing at the date of creation of the pledge.

4.2. Pawning unpaid goods or goods that are the property of Alliance or creating any security over them is only allowed upon explicit approval in writing provided in advance by Alliance. The Customer shall inform Alliance of any acts made in execution, enforcement or insolvency proceedings or any other acts by public administration authorities (including, without limitation, any attachment or seizure) which may have an impact on or relate to such goods without undue delay.

4.3. The stipulations of clause 4.1. do not prejudice the transfer of risks. As from the moment the goods are made available to the Customer for delivery in accordance with clause 3.4 or the agreed delivery time (whichever occurs earlier), the Customer supports all risks, including events of force majeure and destruction. Storage of the goods in expectation of delivery or collection and transport of the goods takes place at the risk of the Customer.

Clause 5 Conformity

5.1. The Customer is obliged to inspect the goods upon delivery and notify Alliance about any patent defects no later than upon delivery of the goods in accordance with clause 3.4. Any and all patent defects shall be mentioned on the delivery note or handover protocol. The Customer shall not have any rights ensuing from any patent defects which have not been notified to Alliance in accordance with this clause 5.1. The Customer shall not have the right to refuse delivery of the goods with minor defects or shortcomings. Unless the Customer explicitly refuses in writing the delivery of the goods at the delivery time and place specified in clause 3.4 of the Terms on the grounds of patent defects (other than minor defects and shortcomings) indicated in the Customer's written refusal delivered to Alliance, the goods shall be deemed delivered at the delivery time and place specified in clause 3.4 of the Terms.

5.2. The Customer shall have the right to claim rights from latent defects only if it notifies such latent defects in sufficient detail in a sufficiently motivated notification delivered to Alliance no later than one year as from the delivery of the goods and this always within 15 calendar days upon discovery of the defect. The onus of proof of the timeliness rests with the Customer. After expiration of this term, the Customer shall not be entitled to claim rights from any defects related to the goods and the Court shall thus not grant the Customer rights from any such defects related to the goods. The Parties hereby expressly exclude the applicability of Section 1921(3) second sentence of Act No. 89/2012 Coll. of the Czech Civil Code, as amended, and thus, if the Customer has not notified the defects on time, the Customer shall not be entitled to claim rights from any defects and, consequently, the court shall not grant the Customer rights from such defects, regardless of whether Alliance was or had to be aware of the circumstances which caused the defect at the moment of the hand-over. The Parties have agreed to modify the limitation period applicable to legal claims related to defects to one year.

5.3. If the defects have been notified to Alliance in accordance with the Agreement and the Terms and the Customer requests the defects be rectified in writing, Alliance will, to its own discretion, either replace or repair the faulty goods within a reasonable term; to the extent allowed by applicable mandatory law, the Customer shall not be entitled to compensation of (and Alliance shall not be liable for) any damages associated with the defects of the goods.

5.4. No claim under the Agreement shall give the Customer the right to withdraw from any other agreement concluded with Alliance.

Clause 6 Warranty and Liability On The Part Of Alliance

6.1. The present warranty terms and conditions apply in so far as they are not varied by the express warranties provided by Alliance in its standard warranty documents attaching to the goods sold to the Customer and unless the Agreement sets forth otherwise. Alliance will credit, repair or replace free of charge any part which fails as a result of a structural defect in material during a period of 12 months. Warranty coverage begins from invoice date, regardless of when the delivered goods are put into operation.

6.2. Warranty coverage is limited to product failures which are the result of a defect in material or workmanship. Repairs due to abuse, misuse, transportation damage, improper servicing, by inadequate or improper installation, exposure to the elements, consequential or incidental damages are not covered under this limited warranty. The limited warranty obligation covers the replacement of defective parts only. Labour and shipping charges are not covered under the terms of the warranty.

6.3. On no account can Alliance be held liable by either the Customer or a third party for installations that the Customer or any other party would add to the delivered goods. Neither can Alliance be held liable for modifications that the Customer or any other party would make to the delivered goods or when the Customer or any other party would use the delivered goods for purposes which they are not suitable for or if the Customer or any other party would not maintain the delivered goods according to the directives of Alliance. In those cases, the Customer shall hold Alliance harmless, protect it against and indemnify Alliance against any loss, cost and/or damage it incurs in connection with the Customer's conduct mentioned in the previous sentences of this clause.

6.4. All claims must be founded and adequately motivated and be sent in writing by registered mail directly to Alliance no later than 15 calendar days following discovery of the relevant defect or circumstance giving rise to the claim. The Parties have agreed to modify the limitation period applicable to legal claims related to the product warranty to one year.

6.5. To the fullest extent permitted by applicable laws, Alliance's maximum aggregate liability to the Customer, on any ground whatsoever, shall never exceed the amount invoiced by Alliance to the Customer for the goods giving rise to the liability.

Clause 7 Modalities of Payment

7.1. Except when agreed upon otherwise in writing, all debts under the Agreement shall be paid net and without discount or set-off, either (i) to the extent allowed by the relevant provisions of law, in cash in advance at the address of Alliance's registered office, (ii) or into the bank account notified by Alliance to the Customer, three days after Alliance informed the Customer that the goods ordered are finished and at his disposal for collection, or in the absence of such a written notice, at the delivery at the latest.

7.2. Complaints regarding the invoice shall, in order to be valid, be communicated by registered and motivated letter within 8 days after the invoice date, in the absence of which the invoice will be considered as being accepted.

7.3. In case the Customer fails to pay to Alliance any debt by the due date:

- the principal amount of the debt shall be subject to default interest of 0.05% of the principal amount of the debt per each day of delay and, at the same time, the Customer shall be obliged to pay to Alliance a contractual penalty in a fixed amount corresponding to 12% of the amount of the principal amount of the debt or EUR 150, whichever amount is higher;
- any other debts of the Customer vis-à-vis Alliance under the Agreement or any other agreement shall become immediately payable on the first day of the Customer's default; and
- Alliance shall have a right to exercise a retention right, as a security for the Customer's debts towards Alliance, with respect to any goods that are deemed delivered to the Customer that are still located in Alliance's workshops.

Clause 8 Withdrawal

8.1. In the case of a material breach of any Customer's obligation under or in connection with the Agreement and these Terms by the Customer, which represents a ground for Alliance's withdrawal from the Agreement, the Customer shall be obliged to pay to Alliance a contractual penalty corresponding to 30% of the total purchase price for all the goods agreed in the Agreement and any damage in the amount exceeding the contractual penalty.

8.2. Alliance has the right, when clause 8.1. of the Terms is applicable, to suspend any further deliveries to the Customer (in such a case, the delivery time will be extended by the number of days of such suspension) and/or to withdraw from all contracts entered into with the Customer, without judicial intervention, without previous proof of default, without damages for the Customer, and all of this without prejudice to the right to damages for Alliance.

8.3. Alliance has the right to withdraw from any of the contracts / agreements, including the Agreement, entered into with the Customer without judicial intervention and without previous proof of default, without being bound to any indemnification, if:

- in the course of the realization of the Agreement, the financial situation of the Customer changes to such a degree that it should be feared for insolvency, or
- if the security provided to Alliance to secure the Customer's debt under any agreement with Alliance ceases to exist and the Customer fails to provide substitute security to Alliance within 8 days from Alliance's written request; or
- if the Customer is declared bankrupt or on the grounds set out in clause 13

8.4. If Alliance, in accordance with clause 8.2 or 8.3 of the Terms, withdraws from the Agreement or any other agreement entered into between the Parties, the Customer is obliged to return to Alliance all goods delivered to it under the relevant agreement. Alliance shall return to the Customer the purchase price paid after deducting all of the Customer's debts towards Alliance, which shall be set off against the Customer's receivable for refunding the purchase price.

8.5. The Parties agree that each of them shall have a right to set off unilaterally its due receivables towards the other Party against the due receivables of the other Party.

Clause 9 Software

Insofar as the scope of delivery includes software, the Customer shall be granted a non-exclusive right to use the delivered software together with the delivery item determined therefore. A use of the software on more than one system is prohibited. The Customer may only duplicate, translate or modify the software in the scope as permitted by law and Alliance. The Customer agrees not to remove details of the manufacturer's particulars (especially copyright notices) on the goods or to alter them without the prior express consent of Alliance. All other rights to the software and the documentation, including the copies thereof, remain with Alliance or the software supplier. The grant of sub-licenses shall not be permissible.

Clause 10 Disposal

If delivered goods are presented to Alliance for disposal or recycling, Alliance shall charge the Customer for the disposal of these goods and this in conformity with the prevailing market pricing. This is being done within the scope of the European Directive WEEE 2012/19/EU.

Clause 11 Compliance with Applicable Law

With respect to its rights and obligations under these Terms, the Parties shall at all times act in compliance with applicable law. In particular, with regard to processing personal data, each Party acknowledges that it shall be a controller and agrees that it shall at all times comply with Data Protection Legislation. Neither Party shall perform any obligation pursuant to the Terms in such a way as to cause the other Party to breach its obligations under Data Protection Legislation. For the purposes of this clause, "Data Protection Legislation" means the EU Data Protection Directive 95/46/EC and all applicable national implementing laws; the EU General Data Protection Regulation 2016/679; and all other applicable legislation in force from time to time relating to the processing of personal data and privacy and the terms "personal data", "controller" and "process" (and its derivatives) shall have the meanings given to them in such Data Protection Legislation.

Clause 12 Governing Law and Jurisdiction

All agreements entered into with Alliance are governed by Czech law, to the exclusion of the UN Convention of April 11, 1980 on the International Sale of Goods (CISG). In case of dispute, the competent Courts of the Czech Republic, with territorial jurisdiction applicable for the municipality of Příbor, will have sole competence, without prejudice to Alliance's right to bring the dispute before any other court having competent jurisdiction.

Clause 13 Agreement entered into between equivalent parties

Each Agreement governed by these Terms is entered into by Alliance under the assumption that the Parties are equivalent and that the Customer (i) is not a weaker party and (ii) is an entrepreneur as defined in the relevant provisions of law. If the Customer is aware of any circumstances based on which it can, to any extent, be deemed to be a weaker party or is not an entrepreneur, it undertakes to inform Alliance about such circumstances before the relevant Agreement is entered into. If Alliance finds out at any time after entering into an Agreement that the Customer is a weaker party, Alliance shall have the right to withdraw from the Agreement by means of (and with effect as at the moment of) the delivery of a withdrawal notice to the Customer.