

RENOMAG spol. s r.o. General Terms of Sales and Service valid as of 01 October 2026

I. General validity of General Terms of Sales and Service

1. In compliance with Section 1751 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended, these Terms are part of contracts concluded between RENOMAG spol. s r.o., as the Seller or Contractor, and the Buyer or Ordering Party, who has been made familiar with these business terms (hereinafter the “Terms”), understands them and accepts them.
2. Unless agreed otherwise in individual situations, all purchase contracts and contracts for work related to our deliveries and work (installations, repairs and other services) are carried out solely on the basis of the following Terms. Our Terms take precedence over the Buyer's terms, however insignificantly they may differ. Our Terms apply even if we have made an unqualified shipment to the Buyer with the knowledge that the Buyer’s terms are different or that they deviate from our Terms. For the purposes of these Terms, the "Seller" shall also mean the "Contractor" if a contract for work is concluded. For the purposes of these Terms, the "Buyer" shall also mean the "Ordering Party" if a contract for work is concluded between the Contractor and the customer as the Ordering Party. Should the Buyer insist on the applying own terms, we reserve the right to refuse the Buyer’s order. All of our deliveries and services are designated exclusively for businesses – Buyers from the ranks of entrepreneurs or legal entities with a business identification number (IČO) or other business registration within the European Union, who are acting within the scope of their business activity. The Buyer may be asked to submit a current extract from the commercial register or tax registration.
3. E-shop. Our deliveries and contractual relations concluded via the RENOMAG spol. s r.o. e-shop are governed by the provisions of the General Terms of Sales and Service. We reserve the right to reject applicants for registration on our e-shop or to cancel registration.
4. Our Terms shall apply to all future contractual relations between the contractual parties, without the need for a new notice.
5. Should the Seller and Buyer agree in a written contract on different arrangements than those specified in these standard “RENOMAG spol. s r.o. General Terms of Sales and Service”, the provisions of such contract shall take precedence over these Terms, and this fact must be explicitly stated.

II. Tenders and tender documents

1. Our tenders are non-binding and serve only as a basis for the Buyer’s order.
2. We reserve the right equivalent price adjustments if the case of changes in the exchange rates between CZK, EUR and US.
3. Unless specifically agreed otherwise in writing, any images, dimensions, weights and used material on our website, in our catalogues, advertising and other relevant documents may show variations and are not binding.
4. The data in our tenders and / or order confirmations which are obviously based on an error, in particular printing or accounting errors, are not binding on us. On the contrary, these demand explanation.
5. Industrial property and other intellectual property rights as well as copyright to all images, descriptions, drawings, samples, calculations and other documents are our property. The same applies to photographs and videos on the e-shop, social networks and catalogues. Without our express written consent, these must

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Registrace: 12153, oddíl C u Obchodního rejstříku vedeného Krajským soudem v Brně

not be published, reproduced or otherwise made available to any third party for any purpose other than the fulfilling the contract with RENOMAG spol. s r.o.; this applies particularly to documents marked "Confidential".

6. In the event the Contract has not been concluded or ceases to be valid, the Buyer must return all documents upon our request without retaining any copies.
7. In the case of contracts for work, the price of repairs is determined based on the Buyer's description of the fault, visual inspection and possibly a test drive/test run of the machine; the price determined in this manner is based on a budget under the provision that is not guaranteed to be complete.

III. Contractual relations

1. Implementation of business transactions between the contractual parties shall be based on individual orders and the issued confirmations of acceptance of the order, the purchase contracts or the contracts for work. In the case of orders via e-mail, the contract is concluded upon delivery of the order confirmation to your e-mail. Written orders or contracts must be signed for the Buyer by a person authorised to act on behalf of the Buyer or by a person authorised to represent the Buyer (power of attorney, confidential clerk). Non-reaction to an order on our part does not constitute acceptance of the order.

IV. Delivery of goods and delivery terms

1. Proof of delivery of the goods or service is in the delivery note or service report containing specifications about the type of goods or services and the accepted quantity, depending on the type of transport.
2. The Buyer is required to provide, at no cost to us, any cooperation necessary to fulfil our obligation to deliver the goods and/or carry out an action, in particular by providing the required number of qualified personnel, safe conditions at the site of loading/unloading and e.g. reinforced ground, proper lifting equipment and access to power supply, if needed.
3. When the Buyer accepts the goods and services outside of its business facility, it is assumed that the goods or services have been delivered no later than when the goods were handed over to the contractual carrier, or to the authorised person who shall confirm the receipt of goods or services with their signature and with the Buyer's rubber stamp, if possible.
4. By signing the delivery note or service report, the Buyer or the Buyer's authorised employee fully recognises (acknowledges) the debt towards the Seller and thereby confirms the receipt of the goods and services and their compliance with the purchase contract as far as the quantity and quality is concerned.
5. The acceptance of goods and/or work by the Buyer shall mean that all of the Seller's Terms have been accepted.

V. Shipping and assumption of risks; cost of packaging

1. Our shipments are made in accordance with the **INCOTERMS® 2020** international standards, which are specifically listed in the tender for specific goods or services, and which are binding in the order confirmation. This most often involves the following modes of transport: EXW = from the production facility (specified location, without the cost of shipping and packaging), FCA = cash paid to the carrier on delivery (specified

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location) and CPT = the Seller arranges deliver to the agreed destination at its own expense. In the case of sales via the e-shop, the Buyer selects the mode of delivery itself.

2. Unless expressly stated otherwise, acceptance in person and delivery shall be made under “EXW from the Seller’s production facility in Rosice”. The risk of damage to the goods is transferred to the Buyer upon handover of the goods to the carrier, but no later than when the goods leave the production facility or storage. If the Buyer delays in accepting the goods, the risk of damage shall be transferred to the Buyer from the onset of the Buyers’s delay.
3. We have no obligation to provide the Buyer with shipment insurance which covers theft, damage and other detriment caused by fire and water, as well as other insurable risks, unless the Buyer requests this writing and receives our written promise.
4. The Seller shall have the right to make partial deliveries within reasonable extent.

VI. Packaging, disposal of packaging materials and used parts

1. Transport packaging and all other packaging, depending on the nature of the order, as well and replacement parts used during repairs, are not returnable.
2. RENOMAG spol. s r.o., as the seller, confirms that the company has entered into a collective compliance agreement with EKO-KOM, a.s, is part of the collective compliance scheme under client number F00023298, and fulfils its duties under the packaging law in the Czech Republic.
3. In the case of exports to EU countries, the buyer carries legal and financial responsibility for packaging in compliance with the PPWR (Packaging and Packaging Waste Regulation).
4. The buyer hereby undertakes to dispose of the packaging in an environmentally responsible manner at their own expense, in accordance with the legislation effective in the country of destination.

VII. Purchase price and payment terms

1. The purchase price is the contractual price and is specified in the Seller’s pricelist at the time of concluding the purchase contract, specifying the price in the e-shop, or establishing a contractual relation on the basis of the Seller’s tender and the Buyer’s order. If the price of goods is not expressly stated, the Buyer must contact the Seller before making the purchase. An agreement on the purchase price is also established when the Buyer pays the price in the amount required by the Seller immediately before or after the acceptance of the goods.
2. In the case of repairs, maintenance or modification, the price of work is determined based on the budget under the provision that the budget is not guaranteed to be complete. If the price is increased by up to 10 %, the Buyer is required to pay the increased price. If, in the course of the works, the need arises to carry out other works that are not included in the budget and such need could not have been foreseen when concluding the contract, RENOMAG spol. s r.o. is required to notify the Buyer of such situation and the Buyer shall, without undue delay, issue a statement in writing or via e-mail regarding the estimated price of such works. Should the Buyer not agree to the proposed price change, the Seller is entitled to withdraw from the contract in question and to claim compensation for all resources spent in good faith.

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3. Should the price not have been expressly agreed upon, then the price for which the goods in question are commonly sold or created (in the case of a contract for work) under similar terms and conditions shall apply. If any discounts, good or other benefits (hereinafter "bonuses") are offered as part of the loyalty program in the e-shop, these may be time-limited. Bouses are non-transferable and cannot be claimed in cash. If the contract is terminated, regardless of the reason, the claim to the bonus shall be void.
4. If, after concluding the contract, the level of costs decreases or increases, particularly on the grounds of changes in the exchange rates between CZK, EUR and USD and increased material costs, we reserve the right to change our prices accordingly. We shall document these changes upon the Buyer's request. All foreign exchange difference, banking fees and other costs are borne by the Buyer.
5. The statutory value added tax and customs duty are not included in our prices. They shall be billed in the relevant amount on the day the tax document is issued. In the case of changes in the value added tax rate or introduction or increase of customs duty, the Buyer is obliged to cover the increased costs.
6. The Buyer is obliged to pay the purchase price including value added tax no later than the on the day indicated on the invoice. The Seller shall have the right to issue the tax document on the day when the goods or services have been delivered. The Buyer undertakes to maintain its value added tax registration for the entire duration of the contractual relationship and to inform us immediately of any changes in its tax registration.
7. If the Buyer is incapable of or unwilling to making payments, then all the Seller's claims against the Buyer shall become due and payable on the day when the Seller learns about that fact. In such case the Seller has the right to demand that goods which have not been paid for are returned immediately.
8. If the Buyer fails to pay the purchase price, the price for work or an outstanding deposit on the purchase price based on the contract or other contracts concluded between the contractual parties on time, the Seller has the right to withhold its obligations until the Buyer's compliance obligation has been received or sufficiently assured. In the event of repeated delays in payment of the Buyer's liabilities, the Seller has the right to cancel the Buyer's registration and access to the e-shop.

VIII. Delivery deadlines and delivery terms / delays

1. The delivery deadlines stated in the Seller's tenders are approximate and non-binding. Alternatively, the negotiated fixed delivery deadline starts by sending the order confirmation, but not before all the terms of the Contract have been completely clarified. In the case of contracts for work, the delivery term shall be suspended for the time needed to negotiate a new price for work, if the conditions set out in Art. VI. sec. 2 of the Terms apply.
2. The moment of shipment from the Seller's production facility is the decisive factor for compliance with the delivery deadlines and terms.
3. Compliance with our commitment to the delivery deadline assumes timely and proper cooperation from the Buyer. If the Buyer delays in meeting its obligations from any contract towards us, then subject to prior notice we shall have the right to reasonably extend our delivery deadlines to the Buyer according to the requirements of our production process. This provision has no impact on our rights arising from delays caused by the Buyer. In the event of repeated delays in any payments to RENOMAG spol. s r.o., the Seller is entitled to retain or withhold the Buyer's movables until the Buyer has settled or secured its liabilities, including those not yet due.

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Registrace: 12153, oddíl C u Obchodního rejstříku vedeného Krajským soudem v Brně

4. The Seller is not liable for any damage, losses or additional costs incurred because the order was delayed or was not carried out, entirely or partially for reasons of force majeure, which includes in particular government actions, strikes, labour unrest and delays, embargos, demonstrations, unfavourable weather conditions, fires, accidents, war, terrorist attacks, delays in shipments, shortage of labour and unpredictable shortage of materials. No shipment delayed or not carried out due to force majeure shall constitute a breach of the Contract. The delivery deadlines shall be extended by the period of duration of the obstacle in question. If the Seller's obligation has ceased to exist because of the inability to perform for the above reasons precluding liability, then the Seller is relieved of its obligation without the Buyer having the right to be reimbursed for damages. The Seller has the right to be paid for all the work performed until that time. The Seller undertakes to inform the Buyer as soon as possible about the onset and, if possible, about the probable end of the situation causing the delay in delivery.

IX. Warranty / warranty period

1. The Seller undertakes to deliver the goods or services in accordance with the scope and manner of performance specified in the Contract or in the order confirmation.
2. The Buyer is obliged to inspect the goods immediately after the risk of damage to the goods has been transferred. Any complaints concerning missing goods or visible defects during the delivery of the goods must be claimed by the Buyer without undue delay, no later than within one week after the delivery of the shipment.
3. Complaints can be filed only for goods or services for which the Buyer has already paid or for which it has not defaulted on the payment due date.
4. Individually manufactured, specifically modified products or materials custom-cut to the Buyer's specifications cannot be returned.
5. The Buyer must file any claims for defects with the Seller in writing. In order to be effective, any complaints communicated orally must be confirmed in writing, otherwise these shall not be considered. The Seller shall immediately send the Buyer a complaint form to provide the most important information required to assess the defect and initiate the complaint procedure. The Buyer shall send the completed form by mail, fax or e-mail to the Seller's address.
6. The Buyer must enable Seller to verify the justifiability of the complaint; in particular the Buyer must deliver the goods in question to the Seller's address, if possible. The claimed goods must not be used until the complaint has been settled, must be properly stored in their original state and separately from other goods, and must be protected against corrosion and other damage.
7. Claims from liability for defects can be settled only after the claim has been found legitimate based on a definitive assessment, which must be carried out by means of an accurate investigation at the Seller's production facility or onsite.
8. If the Seller delivers any defective goods, products or services, and provided that the Buyer informs the Seller about these defects immediately, then the Seller may choose the repair and rectification of defects or the deliverer of an appropriate replacement, subject to positive assessment of the complaint. Should the Buyer's complaint be deemed illegitimate, the Buyer shall bear all costs for the testing procedures and other necessary expenses.

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9. The Buyer is not allowed to eliminate the defects on its own or to have them eliminated by others without the Seller's prior written consent. Should such defects be eliminated unprofessionally, then all warranties provided by the Seller shall expire.
10. Should it be determined that the defects cannot be eliminated and the delivery of substitute goods is not possible, or if the reasonable time required for repair is delayed by fault of the Seller, the Buyer has the right to terminate the Contract at its discretion, or the right to demand an appropriate reduction of the purchase price.
11. The location for returning goods is the Contractor's facility at Cukrovar 1266, Rosice, 664 84.
12. Defects in the purchased items or work that are the result of normal wear, abrasive wear (especially cogs for construction equipment, blades, bucket and shovel bodies, track frames, etc.), inexpert handling, overloading, use in different working conditions than those for which the specific product was designed, or arbitrary replacement or modification of the supplied parts, are not subject to our obligation to replace these parts and are not subject to our warranty. Furthermore, we are not responsible for any damage caused by incorrect or improper installation carried out by the Buyer or persons authorised by the Buyer, nor are we responsible for damages caused by improper operation and by the use of improper lubricants, or for damages caused by neglecting recommended maintenance, impacts or other accidents. Our liability is also excluded when our parts are assembled or connected with sets that are worn out or that are not original. Additional hydraulically driven equipment operated by connecting to the hydraulic circuit of machines with contaminated oil, with connection fittings that are not kept clean, or operated at excessive oil temperatures is not covered by our warranty. If the purchased items lack compliance with the foreign laws, this shall not be considered a defect.
13. The warranty on new products and parts is one year or 1,000 operational hours, whichever occurs first. The warranty on the repairs and service work is six months or 500 operational hours, whichever occurs first, and is applicable only to newly used and installed parts and components.
14. The Seller provides the extended warranty on:
15. RENOMAG HX type series buckets and shovels (branded Hardox In My Body), produced according to own designs and fitted with RENOMAG logo and label, in the scope of 24 months or 2,000 operational hours, whichever comes first, assuming the product is used in the designated conditions. The extended warranty covers material and production defects. It does not apply to natural wear and tear, damage caused by improper use or neglected maintenance. (HS series buckets and shovels are not covered by the extended warranty, and the standard 1 year or 1,000 operational hour warranty applies to them).
16. RENOMAG XR hydraulic hammers, in the scope of 3 years or 4,000 hours of operation, whichever occurs first, assuming the product is used in the normal conditions and that the regular maintenance intervals given in the user manual are upheld using genuine spare parts. The warranty covers material and production defects. It does not apply to parts indicated in the user manual as consumables, defects resulting from improper use, installation of non-original parts, the use of unsuitable lubricants or increased wear and tear caused by long-term work in highly dusty environments (tunnels, blast furnaces, …) or under water. Defects caused by contaminated hydraulic oil, overheating of the oil, or improper use contrary to the instructions are excluded from the warranty.
17. RENOMAG XR rubber tracks marked with the RENOMAG logo, in the scope of 24 months or 2,000 operational hours if used for excavators, and 12 months or 1,000 operational hours if used for skid steer loaders; in both cases, whichever occurs first, and assuming the product is used in the designated conditions. The warranty covers material and production defects. It does not apply to wear and tear, particularly natural wear, defects

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Registrace: 12153, oddíl C u Obchodního rejstříku vedeného Krajským soudem v Brně

caused by incorrect installation, in connection with worn undercarriage parts or improper use, driving and turning on rocky surfaces or in a demolition environment. If the product does not last for the lifetime specified above, but no longer than the warranty period, the warranty covers the delivery of a new product or a discount on the purchase price, the amount of which depends on the state of the product and the time for which it was used when damaged, as follows:

18. Rubber tracks for excavators - used for 0-8 months: 100% of the purchase price or new product, 8-10 months: 50%, 11-12 months: 45%, 13-14 months: 40%, 15-16 months: 35%, 17-18: months 30%, 19-20 months: 25%, 21-22 months: 20%, 23-24 months: 10% of the purchase price.
19. Rubber tracks for skid steer loaders - used for 0-4 months: 100% of purchase price or new product, 5 months: 50%, 6 months: 45%, 7 months: 40%, 8 months: 35%, 9 months: 30%, 10 months: 25%, 11 months: 20%, 12 months: 10% of the purchase price.
20. However, in no case is the customer automatically entitled to receive an entirely new product.
21. ITR – USCO undercarriage parts (tracked undercarriages and their parts marked with the ITR logo) in the scope of 2,000 operational hours, 24 months from delivery or up to 100% of wear and tear tabulated value, whichever occurs first, up to 30 months, 4,000 operational hours or up to 100% of wear and tear, whichever occurs first, on oil-lubricated chains when following servicing guidelines (turning bushings regularly) prescribed by the manufacturer and precisely in accordance with the manufacturer's conditions and regulations.
22. The warranty period is effective from the date of delivery.

X. Liability for damages, compensation for damages

1. Unless our Terms stipulate otherwise, the contractual parties' liability for damages is governed by the relevant provisions of the Civil Code.
2. The Seller is liable for damages incurred by the Buyer in the event the former breaches its obligations under the contractual relationship based on these Terms and the concluded contract.
3. The contractual parties have agreed that the value of compensation for damages is limited only to the replacement of foreseeable damages and not for the actual damages, lost profits or any indirect or consequential damages however incurred by the contractual parties or third parties. The Seller and the Buyer have agreed that the value of foreseeable damages that may arise from a breach of the Seller's obligations shall represent maximally the amount not exceeding the purchase price for the delivered goods or work in the case of services due to which the damages have occurred. This provision does not constitute a waiver of the right to compensation for damages by the Buyer.

XI. Contractual fines and claims

1. Should the Seller delay in performing its work under the contract by its own fault, the Buyer may demand a contractual fine for each day of the Seller's delay equivalent to 0.05% of the price of the relevant parts of shipments which were not delivered, up to a total limit of 5% of the purchase price, provided the Buyer is able to prove that it has incurred demonstrable damage due to such delay.

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2. Should the Buyer delay in paying the purchase price billed for the work under the Contract, the Buyer is obliged to pay the Seller a contractual fine in the amount equivalent to 0.5% of the amount owed for each new day of delay.

XII. Ownership title reservation

1. The contractual parties have come to an agreement regarding the reservation of ownership title within the meaning of the Section 2132 of the Civil Code, by agreeing that the Buyer shall gain the ownership title to the goods or services only when the entire purchase price has been paid in full. The Buyer expressly agrees that if it fails to pay the purchase price duly and punctually, the Seller has the right to demand that the Buyer return the goods, and undertakes to do so immediately, no later than within five calendar days after receiving the notice demanding that the goods be returned, and to do so at its own risk and expense. The Buyer hereby undertakes not to use the goods which have not been paid for and to return them immediately upon the Seller's request and to allow the goods to be collected from its premises.

XIII. The place of discharge, the relevant court and the governing law

1. If the goods are delivered at the production facility / warehouse, then the place of performance is the Rosice production facility. If the goods are shipped, then the place of performance is the delivery address.
2. In the case of any disputes between the contractual parties, the jurisdiction ratione materiae and ratione loci is the relevant court based on the Seller's registered office. However, the Buyer may also be sued in the court of its general jurisdiction.
3. All legal relations between the Buyer and Seller are governed by the laws of the Czech Republic, precluding the conflict-of-laws rules of private international law, and this also applies in the case of shipments sent abroad. If our Terms do not contain any other provisions, then the delivery terms shall be interpreted according to INCOTERMS® 2020.
4. In the case of tenders, orders and their confirmation under the Article III of these Terms, a simple electronic message (e-mail), or checking the relevant field or sending a message via the e-shop shall be considered to be a written message. **With its order, consent in the e-shop and signature on the delivery notes and service reports, the Buyer warrants and represents that it has read these General Terms of Sales and Service, has understood their contents and considers them to be an integral part of the contractual arrangements made with the Seller.**

These General Terms of Sales and Service are effective as of 01 October 2026 and replace any General Sales and Delivery Terms issued earlier.

Antoš Petr - Executive Director

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