

General Terms and Conditions of Sale and Delivery of SNT. AUTONOMOUS SOLUTIONS s.r.o. for SPIDER-AUTONOMOUS 2.0 | 2SGS – EFI (Czech Law)

1. SCOPE OF GTC

1.1 The following Terms and Conditions of Sale and Delivery (hereinafter referred to as "**GTC**") of SNT. AUTONOMOUS SOLUTIONS s.r.o., ID. No. 17332273, ID VAT: CZ17332273 with its registered office at Froncova 476, 198 00 Prague 9, Czech Republic (hereinafter referred to as "**SNT**" or "**Seller**") shall apply to all business relations with buyers as end users (hereinafter referred to as "**Customer/s**"). They apply in particular to contracts for the sale and/or delivery of movable goods (hereinafter referred to as "**Contracts**"), regardless of whether SNT manufactures them itself or purchases them from suppliers/subcontractors (hereinafter referred to as the "**Goods**").

1.2 The Customer is an entrepreneur that purchases products or uses services for the purpose of the Customer's business in accordance with Section 420 of Act No. 89/2012 Coll., the Czech Civil Code, as amended (hereinafter referred to as the "**Civil Code**"). Within the scope of the preparation of the offer, the Customer must provide mandatory information on its entrepreneurial status (e.g. VAT ID, company name, and) in order to enable SNT to verify the entrepreneurial status.

1.3 GTC shall apply exclusively to Contracts. Conflicting, deviating or supplementary terms and conditions of the Customer are hereby rejected and shall not become part of the Contract unless SNT expressly agrees in writing otherwise. All deviations from GTC must be made in writing and require written confirmation by SNT.

2. CONCLUSION OF CONTRACT, RESERVATION OF RIGHT TO CHANGE

2.1 A Contract is concluded upon confirmation of the Customer's order, the form which is attached as Annex No. 1 to the GTC by the Seller pursuant to Section 2.4 hereof. From that moment on, mutual rights and obligations arise between the Customer as buyer and SNT as seller, which are defined in the Contract and the GTC, which form an integral part of the Contract. The conclusion of a Contract without the agreement on all its requisites stipulated by the Civil Code within the meaning of Section 1726 of the Civil Code is excluded.

2.2 Written orders of the Customer constitute a binding offer to conclude a Contract.

2.3 In the interest of technical development, SNT reserves the right to make minor changes to the design and execution of the Goods even after acceptance of the order, provided that this does not unreasonably affect the interests of the Customer.

2.4 By entering into a Contract, the Customer acknowledges that the Customer has read and agrees to the GTC. The GTC form an integral part of the Contract. Upon acceptance of the Customer's order, an email order confirmation will be sent by SNT to the Customer. The current version of the GTC will be attached as an annex to such order confirmation. The Contract is considered to be concluded when the Customer receives the e-mail order confirmation from SNT mentioned in the previous sentence.

2.5 Provisions deviating from the GTC may be agreed in a Contract. Deviating provisions in a Contract take precedence over the provisions of the GTC.

3. PRICES

3.1 The prices included in the SNT's price list valid at the time when the Customer makes an order shall apply (hereinafter referred to as "**Price/s**"). The SNT's price list is available upon request by the Customers at Info@Automowing.tech.

3.2 SNT is entitled to charge an additional fee for each order item that deviates from the packaging unit according to the current SNT's price list.

3.3 The Goods are supplied with an official tax invoice and delivery note.

4. TERMS OF PAYMENT, DEFAULT IN PAYMENT

4.1 The total Price for the Goods to be delivered under the duly concluded Contract, shall be paid to SNT in advance in Euro, based on an advance invoice, before the delivery of such Goods.

4.2 Customers shall make payments under Contracts (hereinafter referred to as "**Payment/s**") including VAT, if applicable, and without any deductions within ten (10) Business Days after the receipt of the advance invoice by the Customer. For the purposes of the GTC the "**Business Day**" means any day (except Saturdays and Sundays) on which banks in the Czech Republic are open to the public.

4.3 Customers shall make the Payments via bank transfer.

4.4 After the Contract is concluded SNT may refuse to perform until the Payment has been made. In these cases, SNT may set the Customer a reasonable deadline to provide the Payment or security. If the Payment or security is not provided by the deadline, SNT may withdraw from the Contract.

4.5 The Customer is not entitled to offset or withhold any Payment. Any Payment is considered to be paid on time if the full amount of such Payment is credited to the SNT's account on or before the Payment's due date.

4.6 If the Customer has already paid the Price and the Contract is terminated, SNT reserves the right to refund the Customer via the same bank account used by the Customer for the Payment.

5. DELIVERY PERIOD, DELIVERY, PARTIAL DELIVERIES, TRANSPORT DAMAGES

5.1 Delivery periods for the Goods under Contracts shall only be binding if SNT has expressly confirmed them in writing. Delivery periods shall be extended adequately, if the Customer fails to fulfill any cooperation obligation in a timely manner or if the Customer request changes to the quantity or quality of the Goods specified in the Contract, unless SNT is responsible for the delays.

5.2 Compliance with the delivery periods is subject to SNT being supplied correctly and on time by its suppliers. SNT is not responsible for the delays in delivery caused by its suppliers. SNT shall notify the Customer of any emerging delays as soon as possible.

5.3 SNT may make partial deliveries, if it is reasonable for the Customer.

5.4 The Customer must notify the carrier of any externally visible damage upon delivery of the Goods. The Customer must notify SNT in writing of all other damage without undue delay and no later than five (5) Business Days after delivery.

6. TRANSFER OF RISK

The risk of damage, loss or deterioration of the Goods shall pass to the Customer when the Goods are handed over for shipment, even if partial deliveries are made. If the dispatch is delayed for reasons that lie with the Customer, the risk is transferred to the Customer when SNT notifies the Customer of the Goods readiness for dispatch.

7. RETENTION OF TITLE

7.1 The title to the Goods remains with SNT until the Price and all other claims against the Customer arising from the respective Contract as well as all other claims to which SNT is entitled at the time of the Contract, are fully paid. This

includes claims from deliveries and services, as well as balance claims from the current account (hereinafter referred to as "**Goods subject to retention of title**").

7.2 The Customer shall store the Goods subject to retention of title free of charge. The Customer is obliged to treat the Goods subject to retention of title with due care at its own expense.

7.3 As long as the retention of title exists, the Customer is not permitted to pledge or assign the Goods subject to retention of title as security. If third parties seize or otherwise intervene in the Goods subject to retention of title, the Customer must immediately notify SNT in writing. This allows SNT to file a third-party action and take other measures to protect the ownership of such Goods. If the third party is unable to reimburse SNT for the court or out-of-court costs, the Customer is liable for any damage or loss incurred by SNT as a result thereof.

7.4 The Customer is not entitled to sell the Goods subject to retention of title.

8. WARRANTY

8.1 General Provisions

The warranties described below are provided by SNT as the seller and the authorized SNT distributor/ SNT service point. Under such warranty, SNT will, at its option, repair or replace any covered part that is found to be defective in material or workmanship during the applicable warranty period. Warranty service must be performed by an **SNT distributor/ SNT service point or SNT service center** that is authorized by SNT to sell and/or service the Goods concerned. Only new parts or components authorized by SNT may be used for the service of the Goods. IT and software issues related to autonomous driving of the Goods must be resolved by an **SNT IT support center**. Warranty service will be provided at no cost to the Customer for parts and labor. However, the Customer is responsible for all service calls and/or transportation of the Goods to and from the Customer's location or service center. The Customer is also responsible for any overtime charges and for any service and/or maintenance work not directly related to a defect of the Goods covered by the warranties below. This includes any necessary cleaning of the Goods.

8.2 Warranty and liability for defects:

- a. SNT provides a warranty for twelve (12) months from delivery or 800 hours of operation of the Goods, whichever occurs first. Upon the Customer registers the Goods at [AutoMowing](#) within five (5) Business Days as of the delivery of the Goods, such warranty is extended to twenty four (24) months from delivery of the Goods or 800 hours of operation of the Goods, whichever occurs first, (in Czech: *záruka*) for the Goods (hereinafter referred to as the "**Warranty**"). If the first registration of the Goods at [AutoMowing](#) is not properly and timely completed, SNT will not grant the Customer this extended Warranty.¹

The Customer must promptly inspect the Goods upon receipt. Before the first use, the Customer must read the instructions for use and any Warranty conditions and then follow them strictly. Otherwise, the Customer bears the risk of damaging the Goods through improper use, which may result in the inability to assert the Customer's rights under the Warranty or under liability for defects.

¹ For the sake of prudence, if the Goods are not purchased directly from SNT but from its distributor (the "**Distributor**"), from the moment of sale of the Goods by the Distributor to the end customer, SNT provides an additional warranty for twelve (12) months from delivery or 800 hours of operation of the Goods, whichever occurs first, which is extended to twenty-four (24) months after registration of the Goods on [AutoMowing](#).

The period for exercising the rights under the Warranty begins when the goods are delivered to the Customer. The Customer may exercise its rights regarding liability for defects (in Czech: *práva z vadného plnění*) within 6 months of when the risk of damage, loss or deterioration of the Goods passes to the Customer.

The Customer must notify SNT in writing of any apparent defects in the Goods promptly, but in no event later than five (5) Business Days of delivery of the Goods.

The Customer must notify SNT in writing of any defects that could not be detected during the proper incoming inspection without undue delay, but no later than five (5) Business Days after the defects are discovered. Otherwise, the Goods will be considered without defects, unless SNT fraudulently concealed the defect.

If the Customer fails to notify SNT of the defect within the time limits stated above (i.e., defects that could have been discovered through a timely inspection and with sufficient care after the risk of damage, loss or deterioration to the Goods has passed to the Customer), the Customer loses the right to rescind the Contract.

If there is a defect in the Goods, the Contract will be considered to have been breached in a non-material manner and the Customer's claim for defects shall be governed by Section 2107 of the Civil Code and SNT will, at its option, repair or replace any defective Goods.

- b. SNT further provides a 3-month warranty for spare parts which are determined and designated as such by SNT, e.g. the control unit and delivered outside the Warranty (the "**Spare Parts Warranty**") from the day they are delivered to the Customer provided that they have been installed and assembled by an authorized SNT distributor/ SNT service point or SNT service center. Failure to do so will cancel the Spare Parts Warranty. Customer's claims under liability for defects of spare parts are excluded. In any case, the Spare Parts Warranty expires no later than the expiration of the Warranty for the Goods into which the spare parts have been installed. The Warranty and the Spare Parts Warranty are referred to hereinafter as the "**Warranties**," and each is referred to as a "**Warranty**."

8.2 The Customer is required to perform and keep records of the prescribed checks on the Goods as outlined in the operating instructions provided by SNT (the "**Operating Instructions**" and the "**Warranty Checks**"). In the event of IT and/or software defects, the Operating Instructions shall apply.

8.3 In order for a claim of a Customer under the Warranties (the "**Warranty Claims**") or to be recognized, the Customer must document to SNT/ SNT distributor/ SNT service point that all prescribed Warranty Checks have been performed.

8.4 To properly raise Warranty Claims, the Customer must (1) report the defect of the Goods to an SNT distributor/ SNT service point and request a repair within the applicable Warranty period, (2) provide proof of the Warranty start date, and (3) make the Goods available to an SNT distributor/ SNT service point within 30 days from reporting the defect to SNT. For software problems or defects attributable to autonomous driving, the Customer must (1) report the product defect to the SNT IT Support Center and request a repair within the applicable Warranty period, (2) provide proof of the Warranty start date, and (3) make the Goods or the relevant parts available to the SNT IT service center within 30 days from reporting the defect to SNT. The form for raising a Warranty Claim is available at [AutoMowing](#)

8.5 In the event that the Customer raise a Warranty Claims, the SNT IT service center will assess and determine whether the defect is covered by a Warranty. If so, the SNT IT service center will arrange for repairs. In the case of software problems or defects that can be attributed to autonomous driving, the SNT IT service center will determine the next steps. First, the problem is always eliminated "remotely" with the Customer and/or SNT service point and the SNT IT service center. SNT is not obliged to resolve a Warranty Claim within 30 days. Warranty Claims shall be settled within the time

period specified by the respective SNT distributor, SNT service point, or SNT IT service center which contact details can be found at [AutoMowing](#).

8.6 If the Goods are defective at the time the risk of damage, loss, or deterioration is passed to the Customer, and if the Customer has duly notified SNT in writing in accordance with Clause 8.2(a), SNT shall first have the opportunity to repair the Goods or deliver a replacement at its discretion (the "**Subsequent Performance**"), setting a reasonable deadline. If SNT does not fulfill the Subsequent Performance within a reasonable timeframe (at least three months from the time of notification), the Customer may withdraw from the Contract or request an adequate reduction in the Price, in accordance with the statutory provisions of Czech law. The Customer may not change their choice without SNT's consent.

8.7 SNT is not responsible for, and the Warranties do not apply, to the following: (1) used Goods; (2) defects in parts of the Goods that have been altered or modified in a manner not approved by SNT, including, but not limited to, adjusting the fuel delivery of the injection pump beyond SNT's specifications; (3) defects caused by normal wear and tear, lack of adequate or proper maintenance, failure to follow the Operating Instructions, misuse, lack of protection during storage, or accidents; (4) repairs made by the Customer; and (5) normal maintenance parts, including blades, hydraulic hoses, belts, bearings, spark plugs, filters, chains, tires, winch cables, etc. and other than warranty service.

8.8 Unless otherwise agreed upon, SNT does not guarantee the suitability of the Goods for a specific purpose or their usual use, nor does it guarantee that the Goods have the quality that Customers can usually expect from goods of the same type. Public statements, recommendations, or advertising by SNT do not constitute a contractual guarantee of the Goods' quality.

9. EXPORT, USE AND APPLICATION RESTRICTIONS

9.1 SNT deliver the Goods to Customers who are domiciled within the European Economic Area (EEA), Switzerland and the UK. The Customer must provide sufficient proof of this condition to SNT. For other countries, the Goods are delivered without the appropriate certification, the obtaining of which is the Customer's sole responsibility.

9.2 The right to use SNT's trademarks is limited to the EEA, Switzerland and the United Kingdom. SNT is not responsible for, and Customer waives any claims associated with, the transfer and/or use of Goods outside of these regions.

10. LIABILITY

10.1 In accordance with Section 2943 of the Civil Code, the Customer shall not be entitled to compensation for damage caused by a defective Goods, by a defect-free Goods, during assembly or installation of the Goods or in any other way causally linked to the Goods.

10.2 SNT is only liable for damage in the event of fraudulent concealment of a defect. SNT is also liable in cases of mandatory statutory liability.

10.3 Unless otherwise stipulated in the GTC, SNT's liability related to the Goods—regardless of the legal grounds—is excluded.

11. ELECTRONIC COMMUNICATION; DATA PROTECTION

11.1 Customers send messages to SNT via email or other electronic means from computer or smartphone, the Customer communicates electronically with SNT. SNT will also communicate with the Customer electronically. The Customer's electronic communication is proven delivered to SNT, if SNT confirms to the Customer the delivery of such electronic message. For contractual purposes, Customer agrees to receive all communications in electronic form. Furthermore, the Customer agrees that all notifications, confirmations and notices communicated by SNT to the Customer do not require written form, unless mandatory applicable legal regulations require otherwise.

11.2 SNT collects and stores personal data of the Customer, its representatives and employees necessary for the business transaction. When processing personal data of the Customer, of its representatives or its employees in execution of a business transaction, SNT shall process personal data only to the extent required for the performance of the Contract and the GTC, for the SNT's legitimate interests or for the fulfillment of legal obligations by SNT, in accordance with the privacy policy and shall observe the statutory provisions, in particular the provisions of the EU General Data Protection Regulation and Act No. 110/2019 Sb., on processing of personal data, as amended, as well as other relevant legislation. Details on the processing of personal data by SNT as well as the rights of data subjects can be found in our privacy policy. Further information on personal data protection is available at: www.automowing.tech/gdpr-declaration

12. COPYRIGHT AND IP RIGHTS

12.1 The entire content of works, texts, graphics, logos, button icons, images, digital downloads and data on the SNT website is the property of SNT and is protected by Czech and international copyright and intellectual property rights.

12.2 The Customer may not extract and/or reuse any page content without express written consent of SNT. The reproduction, editing, distribution and any kind of exploitation outside the limits of law require the written consent of SNT. Downloads and copies of individual pages of the SNT website are only permitted for private, non-commercial use.

12.3 All intellectual and industrial property rights owned by SNT in connection with the manufacture and marketing of the Goods (including trademarks, service marks, trade names, domain names, industrial designs, utility models and rights to confidential information), whether registered or unregistered, and including all applications and rights to apply for the granting, renewal or extension of such rights and all similar or equivalent rights or forms of protection that exist or will exist now or in the future in any part of the world (hereinafter referred to as "**Products IP**") remain to belong to SNT.

12.4 The Customer

- a) is authorized to use the Products IP solely for the purposes of the Goods' use in accordance with the Operating Instructions;
- b) shall comply with all statutory obligations regarding protection of intellectual property and competition, in particular shall not to use any trademarks or trade names that are the same or similar to the Products IP and

that could therefore mislead the public or any part thereof as to the origin and manufacturer of the Goods so marked, and shall not manufacture or sell copies of the Goods;

- c) shall not remove, alter or otherwise interfere with any trademarks, trade names, logos, numbers or other identifying features on the Goods or their packaging, and not place any of its own trademarks or trade names on the Goods or on the packaging or other materials used in connection with them; and
- d) shall not do or omit to do or permit any third party to do or omit to do, anything that could jeopardize or violate the SNT's ownership of the Products IP or the validity and enforceability of the Products IP and shall inform SNT without any delay after the Customer learns about anything that could jeopardize or violate the SNT's ownership of the Products IP or the validity and enforceability of the Products IP.

13. GOVERNING LAW AND JURISDICTION

13.1 The GTC and the contractual relationship between SNT and the Customer shall be governed exclusively by the laws of the Czech Republic. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply to the sale of the Goods by SNT to Customers. The following provisions of the Civil Code shall not apply to Contracts: Section 558(2), second sentence, Section 1728(2), Section 1740(3), 1793, 1798–1800, 1809, 1936(2), 1949–1951, 1980, 1995(2), 2901, 2902 and 2950.

13.2 By execution of the Contract, SNT and the Customer assume the risk of changes in circumstances, and the provisions of Sections 1765, 1766, and 1788(2) of the Civil Code shall not apply.

13.3 The exclusive place of jurisdiction for all disputes arising from or relating to the GTC or the contractual relationship between SNT and the Customer shall be Prague / Czech Republic. However, SNT is also entitled to sue the Customer at the Customer's general place of business.

14. OTHER PROVISIONS

14.1 The Customer is not entitled to assign any rights or claims arising from the Contract to third parties without the prior written consent of SNT.

14.2 For the relationship between SNT and the Customer, the provision of § 1924 of the Civil Code is expressly excluded; in the event of a claim, the Customer is not entitled to reimbursement of costs reasonably incurred.

14.3 All presentation of the Goods set forth on SNT's web interface are informative only and SNT is not obliged to enter into a purchase contract in respect of the Goods. Section 1732 (2) of the Civil Code shall not apply.

14.4 SNT is entitled to withdraw from a Contract if the Price has changed significantly, or if it is not possible to obtain the Goods or parts of the Goods from the SNT's supplier at the originally stated Price or within the time limit agreed in the Contract.

14.5 Should any provision of the GTC become invalid, void or unenforceable in any respect, the validity, enforceability or effect of the remaining provisions of the GTC shall not be affected or impaired in any way. The same shall apply in the event that the GTC does not contain a provision that is necessary in itself. SNT and the Customer shall negotiate in good faith and replace such ineffective, invalid or unenforceable provision with an effective, valid and enforceable provision that corresponds as closely as possible to the purpose and content of the GTC. If the GTC or the Contract proves to be incomplete, the SNT and the Customer shall reach an agreement with the content on which they would have agreed in the sense of the GTC or the Contract if the regulatory gap had been known at the time of the execution of the Contract.

14.6 SNT may change or supplement the wording of the GTC. This provision does not affect the rights and obligations arising during the period of validity of the previous version of the GTC.

Prague, 28.07. 2025

SNT. AUTONOMOUS SOLUTIONS s.r.o.

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Annex No. 1**Purchase Order Form****SALES ORDER**

OBJ-25-021

Provider:

**SNT. AUTONOMOUS
SOLUTIONS s.r.o.**
Froncova 476
198 00 Praha
Czech Republic
Ident. no.: 17332273
Tax ID: CZ17332273



Customer:

ALSTOM
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www.automowing.tech

Issued: 28.7.2025

Contact:
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Final Price: 0.00 €

Customer's signature: