

LICON HEAT s.r.o. GENERAL BUSINESS TERMS AND CONDITIONS

Valid as of 1.6.2021

These General Business Terms and Conditions (hereinafter referred to as the “**GTC**”) of LICON HEAT s.r.o., Svárovská 699, 460 03, Stráž nad Nisou, Czech Republic, Comp. Reg. No. 604 62 183, VAT No. CZ60462183, registered in the Business Register at the Ústí nad Labem Regional Court, file C, folder 54570 (hereinafter referred to as the “**Seller**”) govern, in accordance with the provisions of Section 1751 (1) of Act No. 89/2012 Sb., of the Civil Code (hereinafter referred to as the “**Civil Code**”), the mutual rights and obligations of the Contracting Parties arising from, or in connection with, the Purchase Contract (hereinafter referred to as the “**Purchase Contract**”) concluded between the Seller and another legal entity or natural person (hereinafter referred to as the “**Purchaser**”). The GTC are legally binding as of 1 June 2021. Legal relationships not governed by these GTC or the Purchase Contract are governed by the Civil Code.

By signing the Purchase Contract, the Purchaser confirms that they are familiar with these GTC, their content is known to them and they agree with them. The GTC are an integral part of the Purchase Contract that has been concluded. Any alterations to these GTC are only possible if the Purchaser and the Seller agree to such alterations in writing in the Purchase Contract, in an appendix to the Purchase Contract or in another agreement, and it is unambiguous which terms and conditions have been altered, and how. In case of doubt, such alterations to these GTC are invalid.

I. Concluding a Purchase Contract

1. The Purchaser's order is a proposal to conclude a Purchase Contract. Based on the Purchaser's request, the Seller will process the order confirmation by issuing a “Received Orders” document and send it to the Purchaser. The Purchase Contract is concluded by the electronic delivery of the order confirmation to the Purchaser.
2. The Purchaser is obliged to submit all orders in written form. Written form is also considered to be an order made by electronic means.
3. If the Purchaser orders a larger quantity of goods with subsequent re-deliveries where the times and amounts are unspecified, they must do so sufficiently in advance in order that the goods can be delivered in time. At the request of the Seller, the Purchaser is in this case obliged to arrange a delivery plan with the Seller. If the Purchaser fails to do so, the Seller will set the delivery plan. In the case of oral or telephone orders for individual deliveries of an agreed larger quantity of goods, the Seller is entitled to deliver the goods in keeping with the oral or telephone order(s); however, in case of doubt the previously agreed details stipulated in writing for the delivery time, amount, type and destination of individual deliveries are valid. Costs and/or damages arising from incorrect or incomplete information given in the Purchaser's order are borne by the Purchaser.
4. Oral or written arrangements made prior to the conclusion of a Purchase Contract in accordance with the aforementioned provisions concerning the delivery of goods under a later concluded Purchase Contract, shall become null and void if they have not been included in the Purchase Contract or if they are not in accordance with these GTC.
5. If the Purchaser fails to comply with any of its contractual or statutory obligations, the Seller may insist on their compliance or may withdraw from the Purchase Contract and sell the goods to another interested party. In both cases, the Seller has the right to compensation for damages incurred in breach of the Purchaser's obligation.
6. If the Purchaser cancels an already confirmed “Received Order” and if the Seller incurs expenses as a result, the Purchaser shall be obliged to pay these expenses. In the event of cancellation within 24 hours of the Seller confirming the order by sending the “Received Order” to the Purchaser, the Purchaser shall not be obliged to pay any expenses incurred the Seller.

II. Delivery of Goods

Rights and obligations of the contracting parties upon the delivery of goods:

1. In the order, the Purchaser specifies the place of delivery of the goods and the address of the recipient of the goods (condition for the possible reimbursement of costs).
2. The Purchaser undertakes to notify the Seller of any alteration in shipping arrangements without undue delay.
3. The Purchaser shall ensure free and safe access for the means of transport and direction to the destination, especially if it is a construction site.
4. The Purchaser undertakes to make the provisions of clauses 1, 2 and 3 of Article II of these GTC expressly part of its contract(s) with third parties, if this is necessary to fulfil these obligations on the part of the Seller. In

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the event of a breach of this obligation, the Seller's obligation to deliver the goods shall cease. In addition, the Purchaser shall be obliged to pay the Seller the transportation costs which the Seller incurred by contractually assuming the obligation to transport the goods. This shall be without prejudice to the Seller's right to compensation for any other damages incurred. If the Purchaser alters the given disposition after it has been assigned, they will bear all the costs incurred thereby.

5. The delivery of goods shall mean delivery by vehicles that provide transport on the basis of a contract with the Seller, or the moment of acceptance by the Purchaser. Unless otherwise agreed in writing, the Seller is authorised to determine the means of transport and make full use of their loading space.
6. If the transport of the goods is to be provided by the Seller, the Purchaser is obliged to ensure that the cargo can be unloaded without delay at the place of destination, and that the vehicles can leave the unloading place thereafter; they are also obliged to ensure that the person authorised by the Purchaser to accept the goods is present at the place of delivery. The authorised person shall determine the place of unloading, check the integrity of the goods and sign the documents accompanying the consignment. The authorised person shall be deemed to be person who directs the vehicle to the place of unloading. Any breach of these obligations entitles the Seller to withdraw from the contract, in whole or in part, and to claim compensation for damages, in particular costs incurred for the carriage of goods.
7. If the transport of goods is to be provided by the Purchaser, the Purchaser undertakes to ensure that the technical equipment of the vehicle(s) intended for the transportation of the goods is suitable for the transport of the goods. Loading and transport of goods must be carried out by suitably qualified persons. Acceptance of the goods for transportation will be carried out at the Seller's premises during working hours. If the carrier fails to deliver the vehicle to the Seller in a proper and timely manner, the Seller shall not be liable for any delay of the delivery of goods and the Purchaser shall lose the right to timely delivery. It is therefore the responsibility of the Purchaser to instruct the carrier or the recipient of the goods in this regard of their obligations when loading or unloading the goods.
8. If the Purchaser is a business, the Seller shall consider the legal and material conduct of persons who declare that they are acting as agents of the Purchaser (especially employees), submitting credible documents or providing testimony to that effect, to be that of a business. If the Purchaser refuses to accept the goods or otherwise by their conduct frustrates or delays acceptance of the goods, they are obliged to pay the Seller the full invoiced purchase price, full freight charges and to compensate the Seller for any damage incurred.
9. A delivery note is issued by the Seller and attached to each delivery of goods. The Purchaser is obliged to accept the goods duly delivered and confirm the acceptance of the goods by signing the delivery note by an authorised person.

III. Delivery times and conditions

1. Unless otherwise agreed between the Seller and the Purchaser, the Seller shall manufacture the goods within the period specified in the order confirmation (hereinafter referred to as the "**Manufacturing Period**") and prepare them for shipment to the Purchaser in accordance with Article II of these GTC within the shortest possible time. In the event that the Seller is unable to meet this Manufacturing Period, the Seller shall be obliged to notify the Purchaser in due time and to provide them with the reason for the delay in the manufacture of the goods. In the event of a delay in the manufacture of the goods, the Purchaser shall stipulate in writing to the Seller an adequate alternative Manufacturing Period. Upon expiry of the alternative Manufacturing Period, the Purchaser is entitled to withdraw from the Purchase Contract by written declaration. Other claims arising from withdrawal from the Purchase Contract are, insofar as permitted by law, excluded. If the Seller is not at fault for delays in the manufacture of goods, they are entitled to manufacture the goods after the obstacles which prevented them from manufacturing the goods have passed.
2. The Contracting Parties may agree in the Purchase Contract to be governed in their mutual relations by one of the delivery conditions according to INCOTERMS 2020.

IV. Force majeure

1. The Seller shall not be liable for any delay or interruption in manufacture and supply of goods caused by force majeure in the operations of the Seller or any of their suppliers. Force majeure means any unforeseeable exceptional situation or event beyond the control of the Seller which prevents them from fulfilling their obligations arising from the Purchase Contract, which was not caused by error or negligence on the part of the Seller and which cannot be overcome even with the exercise of all due diligence.

V. Purchase Price

1. The Purchaser is obliged to pay the purchase price for the delivered goods according to the Seller's price list valid on the day of order confirmation. The prices shown on the order confirmation correspond to the valid price list of the Seller. All prices shall be NET and shall be plus the applicable VAT at the statutory rate if the delivery is made in the Czech Republic. Shipping and insurance costs, if agreed, will be invoiced separately by the Seller to the Purchaser. If the Seller's own costs increase by more than 10% in the period following the order confirmation, in particular as regards transport costs, energy and wages, or there is an increase in the prices of ferrous, precious and non-ferrous metals on the London Metal Exchange (LME: www.lme.co.uk), the Seller shall be entitled to adjust the purchase price notwithstanding the price set out in the Seller's price list. The Seller shall be obliged to inform the Purchaser in advance of such adjustment of the purchase price. In such a case, the Purchaser is entitled to withdraw from the Purchase Contract by written declaration to the Seller sent within 24 hours of receipt of the notice of adjustment of the purchase price; however, this is valid only for goods the manufacture of which has not yet commenced. If the Purchaser does not withdraw from the Purchase Contract within the aforementioned period, the Purchaser is deemed to have accepted the adjustment of the purchase price.
2. If the Seller incurs additional costs, eg, delays in unloading goods and deliveries outside normal working hours, etc, these costs will be charged to the Purchaser.

VI. Transfer of Risk of Damage to Goods

1. In the case of transport provided by the Seller, the risk of damage to the goods shall pass to the Purchaser upon acceptance of the goods by the Purchaser. The same consequence shall apply if the Purchaser does not accept the goods, even though the Seller has granted the Purchaser permission to dispose of them.
2. If the Seller hands over the goods to the carrier for delivery to the Purchaser at the place specified in the Purchase Contract, the risk of damage passes to the Purchaser when the goods are handed over to the carrier at that place and, where no such place has been agreed, when the goods are handed over to the first carrier for transport to the place of destination.
3. Damage to goods occurring after of the risk of damage to the goods has passed to the Purchaser does not affect the Purchaser's obligation to pay the purchase price, unless the Seller caused the damage by breaching their obligations.
4. In the case of transport arranged by the Purchaser, the risk of damage to the goods shall pass to the Purchaser at the moment of handing over the goods to the carrier for transport to the Purchaser. The Seller shall not be liable for any damage caused by or arising during transport or for loss of quantity. This also applies to damage caused by contaminated or unsuitable vehicles or the loading equipment of the Purchaser or their contractual partner.

VII. Defects and Claims Arising Therefrom, Complaints Procedure

1. The provisions of §2099 *et seq.* of the Civil Code shall apply to determine the Purchaser's claims arising from defects in the goods.
2. The Seller is liable for any defects in the goods sold at the time of their acceptance by the Purchaser and for defects that occur during the warranty period. The Seller's warranty for quality and the warranty period for the goods are set out in the Operating and Warranty Terms and Conditions of LICON HEAT s.r.o. available at www.licon.cz. The applicable EN standards and generally binding technical regulations for the kind and type of goods were adhered to during the manufacture of the goods by the Seller.
3. The Purchaser is obliged to notify the Seller in writing of any defects covered by the Seller's quality guarantee immediately after their discovery, or directly by filling in the online claim form, available here: www.licon.cz. The notification of the defect ("claim") must contain the following documentation: the exact designation of the goods; the type of defect and/or how the defect manifests itself; the delivery note number; photographic documentation, and the claim selected. The Purchaser is obliged to ensure the preservation and separate storage of the goods until the claim is settled. In the event that the goods have already been used, the Purchaser shall ensure that they are available for inspection at the place of use.
4. The Seller shall be liable for obvious and hidden defects that the goods have at the moment of transfer to the Purchaser, which are detected in the delivered goods during the warranty period and which were caused by breach of obligations by the Seller. The Purchaser is obliged to communicate the Seller's instructions for the installation and use of the goods in full to their customers. If the Purchaser fails to do so and damage occurs as a result of their actions, the Seller shall not be liable for any damage caused by a third party's failure to comply with the Seller's instructions. The Purchaser is obliged to inspect the goods conscientiously and immediately upon delivery or acceptance, and to have any apparent defects, in particular damage, shortages, missing parts or incorrect quantities of goods, unless it is a partial delivery, confirmed by the carrier on the

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shipping documents. The Purchaser is further obliged to notify the Seller without undue delay of such defects or shortcomings in the delivery; otherwise their rights under liability for defects shall be void. The Purchaser shall resolve any mechanical damage found upon receipt of the goods from the carrier with the carrier. The Purchaser is obliged to notify the Seller without undue delay upon discovering any defects which could not be detected during an immediate, thorough and conscientious inspection. Complaints concerning product switching, quantity differences, incompleteness of delivery, packaging defects, and incorrect invoice/delivery note information must be made without undue delay upon receipt of the goods. In the event of a claim for a defect caused by transport to the Purchaser, it shall be necessary to draw up a damage report in the presence of the carrier.

5. Complaints procedure:

- All claims for defects must be submitted by the Purchaser in writing, using the online form available at www.licon.cz.
 - If the Purchaser does not use the online form to make a claim, they are obliged to proceed in accordance with paragraph 3 of this Article of the GTC, and to provide all details necessary for the identification of the goods by the Seller.
- 6. Claims for defective goods:**
- If the Seller finds that the claim is justified, the Purchaser is entitled to:
 - demand a discount on the purchase price even in the case of repairable defects;
 - require the removal of defects in the goods by repair, if such defects are repairable;
 - require the rectification of defects by delivery of replacement goods for defective goods if the defects are irreparable, or the delivery of missing goods;
 - demand a refund of the purchase price if the defects are irreparable.
- 7. The choice between the claims referred to in paragraph 6 lies with the Seller.**
- 8. Upon delivery of replacement goods without defects, or upon refund of the purchase price, ownership of the defective goods passes to the Seller, if such ownership has previously passed to the Purchaser.**
- 9. If the Seller does not recognise the Purchaser's claim for defects in the goods, the Purchaser is obliged to reimburse the Seller for the costs incurred as a result of the complaints procedure.**
- 10. The Purchaser's claims for defects and for compensation for damage caused by a defect in the product shall be limited by statutory time limit.**

VIII. Terms of Payment

1. Unless otherwise agreed between the Seller and Purchaser, invoices issued by the Seller shall be due within 14 days of delivery to the Purchaser. Any security of the debt on the part of the Purchaser or a third party does not alter the content of the obligation, in particular its maturity. The Seller shall not be obliged to claim priority for the security of the debt, and shall be entitled to insist on proper fulfilment of the Purchaser's obligation.
2. Failure to pay a monetary obligation by the due date, whether stated or agreed, will result in default. In this case, the Seller is entitled to charge the Purchaser default interest of 0.05% for each day of delay in fulfilment of the monetary obligation. In the case of an obligation of the Purchaser to pay in instalments, the delay in payment of any one instalment shall result in the maturity of the entire obligation (loss of benefit of instalments). Furthermore, the Seller is entitled to refuse the entire or the remainder of the contract and to claim compensation from the Purchaser for breach of the Purchase Contract.
3. The Purchaser is only entitled to unilateral offsetting if the counterclaims have been acknowledged in writing or validly recognized by the Seller. The Purchaser is not permitted to exercise any right of lien on items in the Seller's possession which are held from previous or other transactions in the ordinary course of business with the Seller or third parties.
4. The Seller may at any time require the Purchaser to provide security for the Seller's receivables and offset the Seller's receivables against each other. In the event of refusal of the required securities, the Seller shall be entitled to withdraw from the Purchase Contract.
5. In the event of non-compliance with the Terms of Payment under these GTC or the Purchase Contract, or in circumstances that, at the sole discretion of the Seller, reduce the Purchaser's creditworthiness, the Seller shall be entitled to require payment in advance for all deliveries of goods. In the event that the Purchaser defaults on payment for than 30 days, the Seller shall be entitled to withdraw from the Purchase Contract. If it becomes apparent following the conclusion of the Purchase Contract, due to the Purchaser's conduct, that the Purchaser will not fulfil their obligations under the Purchase Contract (in particular the obligation to accept the goods and the obligation to pay the purchase price), the Seller may also withhold their fulfilment of the Purchase Contract until such time as the Purchaser's fulfilment has been provided or sufficiently ensured, this at the Purchaser's expense. The Seller may grant the Purchaser a period of 10 calendar days to provide additional security for fulfilment. Following the expiry of this period, the Seller is entitled to withdraw from the Purchase Contract and

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to claim damages for the failure of the Purchaser to fulfil their contractual obligations. In such cases, the Purchaser is obliged to grant authorised employees of the Seller access to the premises of the Purchaser's individual plants where the goods already delivered are located, for the purpose of loading and removal.

6. If the payment is insufficient to cover all the claims of the Seller against the Purchaser, the Seller shall determine which claims and which accessories are covered by the payment.
7. In the event of delay of the Purchaser in payment of monetary obligations for more than 30 days, the Seller shall defer the processing of the Purchaser's next order until the date of payment of all overdue invoices by the Purchaser. During this period, the Seller shall not be in default of their obligations to the Purchaser.
8. If the Seller has the right to withdraw from the Purchase Contract pursuant to the Purchase Contract, all rights and obligations of the Parties under the Purchase Contract shall cease upon withdrawal from the Purchase Contract. However, withdrawal from the Purchase Contract shall not affect the right to compensation for damages arising from any breach of the Purchase Contract. Withdrawal from the Purchase Contract shall not affect the security for the obligations under the Purchase Contract. In addition, the provisions relating to contractual penalties, default interest, protection of information and provisions relating to those rights and obligations whose nature implies that they are to continue after the withdrawal (in particular, the obligation of the Purchaser to provide pecuniary performance for performance provided by the Seller before the withdrawal takes effect) are not affected.
9. Withdrawal from the Purchase Contract must be made in writing to the address of the Contracting Party to which it is intended. If the consignment is not successfully delivered or received by the other Contracting Party at that address, or if the consignment is not collected within the storage period and the postal licensee returns the consignment, successful delivery shall be deemed to have taken place, with all legal consequences, on the third day following the date of the proven dispatch of the consignment.

IX. Transfer of Ownership of Goods

1. The Purchaser acquires ownership of the goods by full payment of the purchase price, unless otherwise agreed between the Seller and the Purchaser. However, if the Purchaser pays the full purchase price prior to the date of delivery of the goods, the Purchaser acquires ownership of the goods as of the date of payment of the purchase price to the Seller.
2. The reservation of title pursuant to the preceding paragraph means that the seller retains ownership of the goods until payment of the purchase price and is entitled to the protection of ownership. The Purchaser undertakes to inform the Seller in writing in due time of any significant deterioration in their financial situation, in particular initiation of insolvency proceedings, entry into liquidation, threat of bankruptcy or has become bankrupt, or if there are other circumstances that are grounds for initiation of insolvency proceedings. In the event of any such significant deterioration of the financial situation of the Purchaser, the Seller is entitled to withdraw from the Purchase Contract as provided for in the preceding sentence even without notifying the Purchaser. Upon withdrawal from the purchase contract or upon the commencement of liquidation or the filing of a petition for the initiation of insolvency proceedings, whichever occurs first, the Purchaser's right to sell the Seller's goods shall cease and the Seller shall be entitled to recover such goods subject to retention of title from the Purchaser, even if the due date for payment of the purchase price has not yet expired. If the Purchaser fails to deliver the goods in question, the Purchaser is obliged to grant authorised employees of the Seller access to the premises of the Purchaser's individual plants where the goods are located for the purpose of loading and removal of the goods.

X. Information on Processing of Personal Data

1. The Seller, as a controller of personal data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter referred to as "GDPR"), will process personal data obtained from the Purchaser and their representatives in the context of negotiations on the conclusion and performance of the Purchase Contract in accordance with the rules set forth in the GDPR and in accordance with these terms and conditions.
2. The subject of the processing of personal data by the Seller is the personal data of the Purchaser, their representatives, employees, associates or members of the Purchaser's statutory bodies (hereinafter referred to as the "**Purchaser's employees**"), in particular: (i) identification data (in particular name and surname, position), and (ii) contact details (in particular e-mail address and telephone number); (iii) data to the extent necessary for the delivery of goods, insurance or payment of the purchase price under the Purchase Contract.
3. Personal data of the Purchaser's employees shall be processed by the Seller to the extent necessary for the fulfilment of the Seller's obligations under the Purchase Contract, the exercise of their rights, the fulfilment of

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legal obligations and related business communications with the Purchaser. The Seller may also process personal contact details of the Purchaser's employees for the purpose of sending commercial offers, newsletters and similar commercial communications. The Seller shall process the personal data of the Purchaser's employees for the duration of the business relationship and for a period consistent with the stated purposes of processing in accordance with the Seller's filing and shredding procedures.

4. In connection with the processing of personal data of the Purchaser's employees pursuant to the Purchase Contract, the Seller declares that it will (i) process personal data in accordance with the requirements of the GDPR; (ii) enable the Purchaser's employees to exercise their rights under the GDPR; (iii) ensure the confidentiality of persons processing the personal data; and (iii) delete all personal data of the Purchaser's employees after termination of the purposes of processing pursuant to these conditions.
5. The Purchaser undertakes to: (i) inform the Purchaser's employees of the processing of their personal data by the Seller in connection with the conclusion and performance of the Purchase Contract in accordance with these GTC, including their related rights as data subjects under the GDPR and the opportunity to review the Personal Data Processing Policy available on the Seller's website; (ii) inform the Seller in the event of a change in the Purchaser's employees or their personal data communicated to the Seller; and (iii) secure the consent of the Purchaser's employees to the use of their work contact details for the purpose of sending commercial communications to the Purchaser and inform them of the right to withdraw such consent at any time.

XI. Final Provisions, Choice of Law and Court

1. The legal relations between the Contracting Parties shall be governed by Czech law. All claims arising from the contractual relationship and related claims arising from non-contractual relationships shall be subject to the jurisdiction of Czech courts of general jurisdiction in accordance with the relevant procedural regulations.
2. Potential invalidity of any provision of these GTC shall not affect the validity of the other provisions.
3. These GTC are valid and effective from 1st June 2021 and are published at www.licon.cz.

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