Workswell s.r.o.

GENERAL TERMS AND CONDITIONS | Version 2026.02

1. Parties, scope and definitions

1.1 These General Terms and Conditions ("Terms") govern offers, orders, deliveries, licences and services supplied by Workswell s.r.o., ID No. 29048575, registered office Na okraji 335/42, Veleslavín, 162 00 Prague 6, Czech Republic, registered with the Municipal Court in Prague, Section C, File 162737 ("Workswell"), to customers acting in the course of business ("Customer"). These Terms do not apply to consumer contracts.

1.2 "Products" include hardware, OEM modules, accessories and associated embedded firmware; "Software" includes supplied programs, firmware, APIs, SDKs and documentation; "Agreement" means the accepted order together with the documents incorporated under clause 1.3.

1.3 Individually signed agreements prevail over Workswell's written order confirmation, which prevails over these Terms. Any general terms or purchasing conditions of the Customer do not apply unless Workswell expressly accepts them in writing; silence, delivery or invoice issuance does not constitute acceptance. No course of dealing, trade usage or conduct of the Parties shall operate to incorporate the Customer's standard conditions absent such express written acceptance.

1.4 These Terms apply only if made available to Customer and incorporated into the Agreement before or at contract formation. A later revision applies to future orders only, unless otherwise expressly agreed in writing.

2. Quotations, orders and changes

2.1 Website descriptions, catalogues and marketing materials are invitations to negotiate, not binding offers. A quotation is valid for its stated period, or 14 days if no period is specified, unless withdrawn before acceptance where legally permissible.

2.2 Orders submitted by the Customer are binding only upon Workswell's written order confirmation, unless Workswell expressly states otherwise. Changes to specifications, quantities, delivery schedules or destination require Workswell's written agreement and may affect price and lead time.

2.3 The Customer shall provide complete, accurate technical requirements and all information reasonably necessary for delivery, compliance screening and invoicing. Workswell shall be entitled to rely on such information. Any delay or additional expense resulting from incomplete, inaccurate or untimely information supplied by the Customer shall be borne by the Customer to the extent attributable thereto.

2.4 No amendment, modification, waiver or cancellation shall be valid or binding unless agreed in writing by authorized representatives. Electronic correspondence suffices to the extent recognised by applicable law.

3. Prices, invoices and payment

3.1 Prices are exclusive of VAT, customs duties, withholding taxes, import charges, bank charges and shipping unless expressly stated otherwise. Applicable taxes and charges are payable by Customer. Prices and payment currency are those in the order confirmation and invoice.

3.2 Payment must be made in full, in the invoiced currency, to the bank account designated on the relevant invoice or proforma invoice. Customer bears its bank and intermediary charges; payment is completed only when cleared funds are credited to Workswell's account. Bank-detail changes must be verified through a trusted channel. The Customer shall not discharge its payment obligation by remitting funds to any account other than the account validly designated by Workswell.

3.3 Save where expressly agreed otherwise in writing, invoices (proforma invoices) are due within 14 calendar days of issue. Workswell shall be entitled to require advance payment, staged payments or security before commencing production or delivery. The Customer shall not withhold or set off disputed sums except to the extent mandatory law requires or Workswell agrees in writing.

3.4 If Customer fails to pay on time, Workswell shall be entitled to charge contractual default interest at 0.1% of the overdue amount per day (or the maximum enforceable rate if lower), recover lawful collection costs, suspend all outstanding orders without liability, require advance payment for future deliveries and, after appropriate notice where required, terminate affected orders. Workswell shall be entitled to declare outstanding instalments immediately due to the extent permitted by law.

3.5 The Customer shall promptly provide documents needed to apply any VAT exemption or zero rate; if the supporting evidence is unavailable, Workswell shall be entitled to invoice VAT as required by law.

4. Delivery, Incoterms and risk

4.1 Delivery terms, unless otherwise expressly agreed in writing by Workswell s.r.o., all deliveries shall be made EXW (Ex Works) in accordance with Incoterms 2020. All costs, risks and responsibilities relating to the collection, loading, transportation insurance, export and import clearance, and subsequent handling of the Products shall be borne exclusively by the Purchaser, to the extend permitted by applicable law.

4.2 Delivery dates are estimates unless expressly identified as binding. Workswell shall notify the Customer of material foreseeable delays without undue delay and may reasonably extend delivery for circumstances beyond its reasonable control, including component shortages, supplier disruption, customs holds, licensing delays and force majeure. Time shall not be of the essence unless the Parties expressly stipulate otherwise in writing.

4.3 The Customer shall inspect external packaging upon receipt, note apparent transport damage with the carrier, and notify Workswell promptly with supporting evidence. Failure to report transport damage immediately does not extinguish non-waivable statutory rights.

4.4 If Customer fails to take delivery or provide required instructions, Workswell shall be entitled to store the Products at Customer's reasonable expense and recover documented additional handling, storage and transport costs, without prejudice to other lawful remedies.

4.5 Delivery and transfer of risk do not themselves transfer ownership where clause 5 applies.

5. Retention of title

5.1 To the fullest extent permissible under applicable mandatory law, ownership of Products remains with Workswell until all amounts payable for those Products have been received in full. The Customer shall protect and identify unpaid Products and shall not pledge or dispose of them contrary to Workswell's rights. Until title passes, the Customer shall hold the Products with due care and shall, upon reasonable request, provide information necessary to identify them.

5.2 The effectiveness of retention of title against third parties and in other jurisdictions remains subject to applicable mandatory rules. Risk of loss passes under clause 4 independently of title.

6. Cancellation of confirmed orders and custom production

6.1 A confirmed order may not be cancelled, postponed or reduced by Customer without Workswell's prior written consent. Where Workswell consents, The Customer shall pay a cancellation charge of up to 60% of the cancelled order price, reflecting committed capacity, procurement, engineering and lost margin, subject always to applicable mandatory law and judicial moderation. Under no circumstances shall Workswell recover the same loss twice.

6.2 For custom-developed, custom-configured, non-returnable, or made-to-order Products, the cancellation charge may equal 100% of the cancelled price where agreed in the quotation or order confirmation and legally enforceable. Any salvage or resale proceeds attributable to the cancelled goods shall be accounted for to the extent required by law.

6.3 Workswell shall be entitled to suspend or terminate an Agreement for material payment default, material breach, or a compliance impediment under clause 11, subject always to applicable mandatory law and any required notice or cure period.

6.4 Workswell's right to cancel confirmed orders

6.4.1 Right to Cancel Workswell reserves the right, at its sole discretion, to unilaterally cancel, suspend, postpone or terminate any Order, including previously accepted and confirmed Orders, in whole or in part, prior to delivery of the affected Products, for legitimate technical, manufacturing, operational or commercial reasons.

6.4.2 Grounds for Cancellation Such reasons include, but are not limited to, unforeseen technical difficulties, unsuccessful research and development (R&D), manufacturing failures, quality control issues, component shortages or discontinuation, supplier disruptions, production capacity limitations, product redesign or discontinuation, regulatory restrictions, or other circumstances materially affecting the technical feasibility, quality, reliability, economic viability or fulfilment of the Order.

6.4.3 Notification and Refund Workswell shall notify the Customer in writing without undue delay. In the event of cancellation, any advance payments received for the cancelled and undelivered Products shall be refunded within fourteen (14) calendar days.

6.4.4 Liability and Contractual Effect The valid exercise of this right shall not, in itself, constitute a breach of the Agreement. To the maximum extent permitted by applicable law, Workswell shall not be liable for damages arising solely from such cancellation, subject to Clause 10 and mandatory statutory provisions. This right applies notwithstanding Clause 2.4 and without prejudice to other rights available under these Terms or applicable law.

7. Specifications, inspection and defects

7.1 The Products shall materially conform to specifications expressly agreed in the order confirmation or applicable product datasheet identified therein. Illustrations, demonstrations, indicative performance data and non-contractual statements do not constitute additional warranties.

7.2 The Customer shall inspect Products promptly after delivery and notify Workswell in writing of any apparent non-conformity without unjustified delay, describing the issue and supplying serial numbers, logs, photographs or other reasonable evidence. Hidden defects must be notified without unjustified delay after discovery. Mandatory statutory rights remain unaffected.

7.3 Unless Workswell expressly issues a separate written product-specific commercial warranty, Workswell hereby grants no voluntary warranty of quality. Mandatory and non-excludable statutory rights remain unaffected. Any express warranty applies only for the specified term and under its stated conditions; promotional materials do not create additional warranties.

7.4 Workswell shall be entitled to inspect an alleged defect and, insofar as permitted by applicable law and appropriate to the defect, repair the Product, supply a replacement or missing part, or provide another lawful remedy. Returns require prior RMA authorization and compliance with packaging and shipping instructions; this procedural requirement does not remove mandatory legal remedies.

7.5 Workswell shall not be responsible for defects caused by misuse, improper installation, operation outside documented environmental limits, unauthorized modifications or repairs, external equipment, or Customer-supplied designs or materials, to the extent causally related to the defect.

7.6 If inspection establishes that the reported issue is not attributable to Workswell, Workswell shall be entitled to charge reasonable, previously disclosed diagnostic and return costs insofar as permitted by applicable law.

8. Software, firmware, SDK and intellectual property

8.1 All intellectual property rights in Products, Software, firmware, SDKs, documentation, designs, trade marks and know-how remain with Workswell or its licensors. Sale of hardware does not transfer ownership of Software or intellectual property.

8.2 Subject to payment and compliance with the Agreement, Workswell hereby grants Customer a non-exclusive, non-transferable licence to use supplied Software and documentation solely with the relevant Products and for their intended lawful operation and integration, unless separate licence terms specify otherwise. No rights shall arise by implication, estoppel or otherwise beyond those expressly conferred herein.

8.3 The Customer shall not remove proprietary notices, distribute source code, bypass security or export-control-related restrictions, or modify firmware except as expressly authorized in writing. Restrictions on reverse engineering, decompilation and interoperability apply only to the extent permitted by mandatory law.

8.4 Third-party and open-source components remain subject to their applicable licence notices. SDK redistribution, sublicensing and integration rights are governed by any product-specific SDK licence; if none exists, redistribution requires Workswell's prior written consent.

8.5 Updates, maintenance, cybersecurity patches and support are provided only to the extent expressly agreed or legally required. Workswell does not guarantee uninterrupted or error-free operation.

9. OEM integration, intended use and product compliance

9.1 The Products are supplied for the applications and operating conditions identified in the agreed documentation. The Customer is responsible for determining suitability for its own system, proper installation, integration, testing, safety architecture and compliance of the resulting final product with applicable legislation. The Customer acknowledges that Workswell does not design, validate or certify the Customer's complete integrated system unless expressly retained to do so under a separate written agreement.

9.2 Workswell shall remain responsible for mandatory obligations applicable to the Products it places on the market. The Customer is responsible for certifications, approvals, safety assessments and instructions applicable to systems it designs or markets incorporating the Products.

9.3 Unless expressly approved in writing, The Products are not warranted as the sole safety-critical component of life-support, aviation flight-control, weapon, nuclear or other high-risk systems where failure may cause death, injury or severe damage. This clause does not replace applicable regulatory obligations or mandatory product-liability rules.

9.4 No licence, consent or other authorisation to use Workswell's trade marks, logos or conformity claims for Customer's final products is granted except as expressly agreed.

10. Liability and indemnities

10.1 To the fullest extent permissible under applicable mandatory law, Under no circumstances shall Workswell be liable for indirect or consequential economic losses, loss of profit, business interruption, loss of opportunity or loss of data arising from the Agreement.

10.2 Subject to clause 10.3, Workswell's total aggregate liability arising from or relating to an individual order, whether in contract, tort or otherwise, shall not exceed 10% of the net price actually paid for the specific Products or services giving rise to the claim, insofar as this limitation is legally permissible.

10.3 For the avoidance of doubt, nothing in these Terms limits or excludes liability where prohibited by mandatory law, including liability for intentional misconduct, gross negligence, harm to natural rights of persons or mandatory defective-product liability.

10.4 To the fullest extent permissible under applicable law, The Customer shall indemnify Workswell against third-party claims, losses and reasonable costs arising from Customer's unlawful resale, unauthorized modifications, defective integration, inaccurate compliance declarations or breach of clause 11, except to the extent caused by Workswell's own fault or mandatory liability.

11. Export controls, sanctions and end-use

11.1 The Customer shall comply with all applicable EU, Czech, US (where applicable) and other relevant export-control, sanctions, customs and anti-diversion laws, including Regulation (EU) 2021/821 as amended, and the US Export Administration Regulations ("EAR") where jurisdictionally applicable.

11.2 Export-control classifications are product- and configuration-specific. Depending upon their specifications, configuration and intended destination, certain Workswell products may be subject to control under Annex I to Regulation (EU) 2021/821, including entry 6A003.b.4.b. Products classified solely under 6A003.b.4.b are not listed in Annex IV and generally do not require an intra-EU transfer authorization under that Regulation, subject to other applicable restrictions and specific circumstances.

11.3 Certain thermal imaging cameras designed and manufactured for general-purpose civilian applications permanently limited to a maximum frame rate of 9 Hz by hardware and firmware design may qualify for the exclusion in Note 3(a) to entry 6A003.b.4.b, subject to the applicable legal definitions and verification of each model. Such exclusion does not establish that the product is uncontrolled under every other entry, military list or jurisdiction.

11.4 US-origin items, software or technology may independently trigger EAR requirements. ECCN classifications and availability of License Exception STA shall be determined case by case; no statement in these Terms represents that STA is automatically available or that every Product is subject to the EAR.

11.5 The Customer shall not directly or indirectly export, re-export, transfer, sell, divert, supply or use Products contrary to applicable restrictions, including prohibitions concerning restricted parties, destinations, military end-users or end-uses, and nuclear, chemical or biological weapons or their delivery systems. The Customer shall not circumvent restrictions through intermediaries or third countries.

11.6 Before shipment and on reasonable request, The Customer shall provide truthful and complete information concerning end-user, ultimate destination, intended end-use, ownership and intermediaries, and promptly notify Workswell of material changes. The Customer shall obtain authorizations required for its own subsequent transfers and shall not assume Workswell's licences cover those activities. Workswell shall be entitled to rely upon the completeness and accuracy of such declarations without thereby assuming the Customer's independent compliance obligations.

11.7 Workswell shall be entitled to conduct sanctions and end-use screening and may, without liability to the extent permitted by law, reject an order, suspend manufacture, withhold shipment, request end-user certifications, or terminate a transaction where performance would be unlawful or where a documented material compliance concern cannot reasonably be resolved. The Customer shall cooperate promptly and bear costs caused by inaccurate or incomplete information.

11.8 The Customer shall ensure that its distributors, resellers and integrators are contractually required to comply with applicable export and sanctions rules. Where required by law, The Customer shall include appropriate no-reexport or no-Russia clauses in downstream contracts.

11.9 Each Party shall cooperate in good faith with lawful requests from competent authorities. Any export-licensing determination, end-use statement or classification confirmation must be documented separately; invoice descriptions do not substitute for legally required authorizations.

12. Force majeure and regulatory changes

12.1 Neither party is liable for delay caused by events beyond its reasonable control that could not reasonably be avoided, including natural disasters, war, serious cyber incidents, transport interruption, epidemics, government action or unexpected supplier disruption, provided the affected party promptly notifies the other and reasonably mitigates the effects.

12.2 Payment obligations already due are not excused. If a qualifying event continues for more than 90 days, either party may terminate the unperformed portion on written notice, with equitable settlement for Products completed and reasonable non-cancellable costs, subject to mandatory law.

13. Confidentiality and data protection

13.1 Each party shall protect non-public technical, commercial and pricing information received from the other and use it only for performance of the Agreement, except where disclosure is legally required or the information is already lawfully public or independently known.

13.2 Each party shall comply with applicable personal-data protection laws in its own role. Website privacy and cookie notices, and any required data-processing agreement, are separate from these Terms. Acceptance of these Terms does not constitute blanket consent to marketing or non-essential cookies.

14. Notices, governing law and final provisions

14.1 Contract notices may be sent to the business email addresses designated in the order confirmation, except where mandatory law requires another form. Notices of termination or material breach should be sent in a durable written form allowing proof of delivery.

14.2 The Agreement and these Terms are governed by Czech law, excluding its conflict-of-law rules to the extent permitted. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

14.3 Courts of the Czech Republic shall have jurisdiction over disputes, subject to mandatory rules. Where legally permitted, the parties agree on the locally competent courts in Prague, Czech Republic.

14.4 Should any provision of these Terms be held invalid, unlawful or unenforceable, the remaining provisions remain effective; the parties shall replace the affected provision with a lawful provision closest to its commercial purpose. No failure or delay by Workswell in exercising any right or remedy shall constitute a waiver thereof.

14.5 These Terms take effect on the 1st of October 2026 and apply to agreements incorporating this version from that date. The English version prevails unless an individually executed agreement expressly provides otherwise.

15. Additional commercial protections

15.1 Customer warrants that it acts solely in the course of business, has authority to enter into the Agreement, and that its order, technical specifications and end-use representations are accurate. The Customer shall promptly report changes affecting performance or regulatory compliance.

15.2 Workswell shall be entitled to make non-material technical improvements, component substitutions or firmware revisions provided the agreed essential functionality and mandatory conformity are maintained. Any material deviation requires agreement or a lawful remedy.

15.3 The Customer shall not rely on a Product as the sole protective or safety function of a system without Workswell's express written approval. The Customer shall maintain appropriate independent safeguards, validation, training and maintenance.

15.4 Unless expressly agreed, Workswell has no obligation to provide source code, design files, ongoing compatibility with third-party systems, free upgrades or engineering support. Separate support, development and integration services require a written statement of work.

15.5 The Customer shall not transfer a Product to a third party in breach of licence terms or applicable law and shall pass on all safety instructions, technical limitations and legally required export restrictions to downstream recipients.

15.6 Workswell shall be entitled to require reasonable assurance of payment where Customer's creditworthiness materially deteriorates. Pending such assurance, Workswell shall be entitled to suspend unperformed deliveries to the extent allowed by law.

15.7 Each party shall preserve the other party's trade secrets for as long as they remain protected by law; other confidential information shall be protected for five years after the last delivery, unless a separate NDA specifies otherwise.

15.8 For the avoidance of doubt, nothing in these Terms excludes liability or restricts remedies to the extent prohibited by mandatory law. In the event of conflict between an invoice notice and these Terms, the agreed contract hierarchy in clause 1.3 applies; an invoice alone does not amend an existing Agreement.