

General Terms and Conditions (GTC) of  
Schoeller Allibert Czech Republic s.r.o.

## § 1. General

1. These General Terms and Conditions (hereinafter the „GTC“) apply to all purchase contracts and contracts on the provision of services concluded by Schoeller Allibert Czech Republic s.r.o., with its registered office at Ostrava, ID-No.: 603 21 369, registered in the Commercial Register maintained by the Regional Court in Ostrava, file No. C 11360 (hereinafter the „Seller“).
2. The contractual parties might agree, in form of a written agreement, that the GTC or their individual provisions do not apply, or they can agree on change of the respective provisions of the GTC; if the respective agreement is not made in writing, it is invalid. The conclusion of such agreement results into exclusion of the respective provisions of the GTC, instead of which the provisions of the agreement apply between the contractual parties.
3. The Seller conducts his business activity by concluding purchase contracts on the sale of goods and contracts on the provision of services to other parties (hereinafter the „Buyer“) except for the consumers within the meaning of Section 419 of the Civil Code.
4. If requested by the Seller, the Buyer shall be obliged to deliver to the Seller copies of documents which confirm Buyer's capacity to conclude a contract with the Seller (such as the relevant excerpt from the Trade Register or the excerpt from the Commercial Register or the confirmation of assignment of the Tax Identification Number or (general) Identification Number). The Seller shall be entitled to make the acceptance of the order subject to the delivery of the documents pursuant to the preceding sentence.
5. By sending the order, the Buyer accepts these GTC.

## § 2. Orders

1. The Buyer undertakes to deliver to the Seller the order for goods and/or services in writing, otherwise the order is invalid. Orders sent by fax or email shall also be considered made in writing. The order within the meaning of these GTC shall be considered submission of offer for conclusion of purchase contract or contract on the provision of services to the Buyer.
2. The Seller shall confirm the acceptance of the order by letter, email or fax within 48 hours from the delivery of the order. The Seller shall be entitled not to accept the order (the Seller shall inform Buyer about the non-acceptance of the order) or to make changes to the order that was sent by the Buyer. These changes shall be part of the order confirmation. If the Buyer does not comment on the order confirmation within 24 hours after the Seller delivers the order confirmation to the Buyer (in case of sending by email or fax, the order confirmation shall be considered delivered at the moment of dispatch by the Seller), it shall be deemed that the Buyer accepted the changes to the order made by the Seller.
3. Upon the order confirmation by the Seller, the purchase contract or contract on the provision of services is concluded between the contractual parties under the terms set forth in the GTC.

## § 3. Pricelist and Prices

1. Prices of goods and services are set by the Seller in the price list (hereinafter the „Price List“). The Price List forms an attachment to these GTC. The Seller shall be entitled to set the price, which deviates from the Price List, in a price offer which he sends to the respective Buyer (hereinafter the „Price Offer“). In case that the Buyer makes an order after the delivery of the Price Offer and that, based on such Buyer's order, the purchase contract or contract on the provision of services is concluded between the Seller and the Buyer, the price and other delivery conditions (if any) set in the Price Offer shall apply to such contract.
2. All prices mentioned in the Price List and the Price Offer are without VAT and include the costs of transportation to the agreed place of delivery except for the import taxes and customs duties and the costs of unloading of goods, unless agreed otherwise between the Seller and the Buyer in writing.
3. The Seller reserves the right to change the Price List and the Price Offer without a prior notice given to the Buyer. To ascertain whether the Price List is valid and up-to-date, the date of its approval or the date of its last change that is mentioned in the Price List shall be verified.
4. An up-to-date Price List is always available at the Seller.
5. The Price List and the Price Offer expire as of the moment of coming into force of a new Price List or Price Offer or as of the recall of the Price Offer by the Seller, unless the contractual parties agree otherwise in an individual written agreement.
6. If, according to the confirmed order, the deliveries shall be made more than 60 days after the order confirmation and the deliveries are not yet completed, the Seller reserves the right to change the prices resulting from the confirmed order in case of changes of items co-determining the prices, i.e. of costs of material, taxes, import customs duties, exchange rate, etc., provided that such changes exceed 10 % compared to the price of these items as of the day of the order confirmation.
7. In case that the contractual parties agree that the price that is quoted in the Price List or in the Price Offer in a foreign currency is payable in CZK (Czech crowns), the price quoted in the foreign currency shall be converted into CZK according to the exchange rate of the given foreign currency published by the Czech National Bank as of the day preceding the day of issuance of invoice by the Seller.

## § 4. Delivery Dates, Contractual Penalties

1. The Buyer undertakes to collect the ordered goods at the agreed place of delivery and on the agreed date of delivery; if, however, the Buyer is, according to the respective confirmed order, obliged to collect the ordered goods from Seller's warehouse, the Buyer undertakes to do so within 7 days from the date of performance that is specified in the confirmed order. In case of Buyer's failure to fulfil this obligation the Seller shall be entitled to deliver the goods to the place determined by the Buyer at Buyer's expense and risk. If the Buyer does not determinate the place of delivery of the goods or if the Buyer does not collect the goods, the Seller shall be entitled to invoice to the Buyer a penalty of CZK 100 for each pallet and each day of delay with the collection of goods. The goods shall be stored at Buyer's risk.
2. The Seller reserves the right to deliver in parts. If necessary, the Seller has the right to deliver the goods in a volume deviating up to 10 % from the volume that follows from the confirmed order.
3. The Seller shall not be liable for delay with delivery which he did not cause, in particular he shall not be liable for delay with transportation of the goods. The Buyer shall inform the Seller in writing about claims arising from the delay with delivery, if any, within 14 days from the moment after the delivery should have taken place under the contract (confirmed order). If the Buyer does not assert the claims in writing in this period, it shall apply that he waives them unconditionally.
4. The Buyer shall be entitled not to collect the ordered goods or to cancel the sent order solely with Seller's written consent, while the failure to meet the written form results into invalidity of the consent. The Seller shall not be obliged to consent to the cancellation of the order. The Seller shall be entitled to make his consent to the cancellation of the order subject to the reimbursement of costs spent on his part in connection with the cancelled order.
5. The Seller reserves the right to change the agreed delivery dates and conditions or to cancel the order, even after the order has been confirmed by the Buyer, in particular if a force majeure event or another circumstance occurs which is beyond Seller's sphere of influence, without the Seller being obliged to reimburse the Buyer for any costs or other damage in that connection.

## § 5. Release of goods and delivery by shipment

1. The place that is specified in the order confirmed by the Seller or the place that is otherwise agreed between the Seller and the Buyer in writing shall be the place of performance, i.e. the place of the delivery of the goods; if such place is not specified in the order confirmed by the Seller or if it is not otherwise agreed between the Seller and the Buyer in writing, the Seller's warehouse that is specified by the Seller in the order confirmation pursuant to § 2 above shall be the place of performance, i.e. the place of the delivery of the goods.
2. The Seller shall be obliged to deliver the goods to the address specified in the order

carrier, with whom the Seller cooperates, or of a carrier determined by the Buyer in the order confirmed by the Seller. The Seller shall not be obliged according to the preceding sentence if it is agreed between the Seller and the Buyer or if it applies according to § 5 par. 1 above that Seller's warehouse is the place of performance.

3. The Seller shall be liable for the goods until the moment of release of the goods from the Seller's warehouse. The Buyer shall be liable for the goods, including the risk of accidental loss or damage to the goods, from the moment of release of the goods from the Seller's warehouse. The Seller shall not be liable for any potential damage, destruction or loss of the goods during the transportation.

## § 6. Payment

1. The amount which represents the price for the goods or remuneration for the service is due in the period that is specified in the tax document issued by the Seller and its payment shall be made to the bank account specified in the tax document.
2. The day of crediting the respective amount in full to the Seller's bank account shall be considered the date of payment.
3. The ownership right to the goods which were delivered to the Buyer is transferred from the Seller to the Buyer only upon payment of the entire amount that represents the price for the goods and – if the Seller provides to the Buyer also service – also the remuneration for the service, as well as of the entire amount representing all appurtenances to the price for the goods and remuneration for the service and the related Seller's claims, in particular the contractual penalty and the default interest from the outstanding amounts.
4. The Buyer shall not be entitled to transfer the ownership right or possession to the goods to third parties or to encumber the goods with any third party rights including in particular the rights in rem before the ownership right is transferred to him. The Buyer shall be obliged to store the goods, to which the Seller has the ownership right, with due care and the Buyer shall designate the goods expressly as the goods in the ownership of „Schoeller Allibert Czech Republic s.r.o.“. In case the Buyer is in delay with payment of the price for the goods or the remuneration for services or their part, or in case insolvency proceedings are opened against the Buyer and the due or not yet due price for the goods or remuneration for services is not yet paid, the Seller shall be entitled to take back all delivered goods, the owner of which is the Seller and which are placed at the Buyer's premises and, to the extent to which the goods are not yet delivered to the Buyer, the Seller shall be entitled not to deliver these goods to the Buyer, while Seller's other rights shall remain affected.
5. In case of delay with payment of the price for the goods or of the remuneration for service the Buyer shall be obliged to pay to the Seller, even without Seller's invitation, the statutory default interest unless the Seller waives it. The declaration on waiver of the right to payment of default interest must be made by the Seller in writing, otherwise it is invalid.
6. If the Buyer does not pay to the Seller any due amount or if the Seller reasonably assumes that the Buyer is not able to pay his debts, the Seller shall be entitled to request an immediate payment of all his other receivables against the Buyer (i.e. also of those that are not yet due) and to suspend the realisation of the remaining orders and the delivery of any goods and the provision of any services to the Buyer until all due debts are paid.
7. In case of sale with deferred maturity (i.e. sale at which the price for the goods or the remuneration for the service is paid in full only after the delivery of the goods or after the provision of the service to the Buyer) the Seller shall be entitled in particular:
  - a. to withdraw from the contract concluded with the Buyer if the insurer, the services of which the Seller uses in the field of insurance of receivables, refuses to conclude with the Seller an insurance contract for the insurance of receivable for payment of the price for the goods or the remuneration for service. The Seller shall be entitled to withdraw from the contract within 7 days from the day of receipt of the insurer's notification that he refuses to conclude such insurance contract, or
  - b. to request the payment of the entire price for the goods or remuneration for service 3 days before the day of commencement of deliveries or the provision of service in case that the insurer, the services of which are used by the Seller in the field of insurance of receivables, does not include the respective contract on deliveries or the provision of services in the insurance contract.
8. All payments of any amounts made by the Buyer shall be, despite their designation, counted towards the payment of the amount which became due at the earliest.

## § 7. Rules regarding issuance of invoices

1. If it is necessary due to the volume of sale or deliveries of goods or, as the case may be, services, that are made by the Seller in favour of the Buyer on the basis of the concluded contracts (confirmed orders), the invoicing shall be made in periods that are determined according to the following paragraphs of this section (hereinafter the „Invoicing Period“).
2. The Invoicing Period means seven consecutive days from Monday to Sunday with the reservation in par. 3 below.
3. In case that one of the days included in the given Invoicing Period (that is determined in accordance with par. 2 above) is the last day of the calendar month, such Invoicing Period shall be split into two partial periods, as follows:
  - a. period from Monday before the last day of the calendar month until that last day of the calendar month and
  - b. period from the day following after the last day of the calendar month until Sunday after that last day of the calendar month.
4. For the purpose of the determination of the Invoicing Periods it shall not be relevant whether any of the days of the Invoicing Period is a bank holiday.
5. The circumstance that the Seller will not sell or deliver goods and/or provide services to the Buyer on one or more days of the given Invoicing Period shall not have an impact on the determination of the Invoicing Periods.
6. The Seller shall issue the invoice of VAT payer within 7 days from the day on which the respective Invoicing Period ends, which shall include the price for the sale and/or delivery of the goods made in the given Invoicing Period or partial period. The Seller shall be entitled to issue the invoice of VAT payer also before the end of the Invoicing Period unless the contractual parties agree otherwise. In such case the invoice of VAT payer shall include all sales and/or deliveries within the respective Invoicing Period which has not yet ended.

## § 8. Return of Goods

1. The goods can be returned solely after the previous agreement with the Seller and with his written consent.
2. The returned goods must be unused, undamaged, without defects and in original package.
3. Transportation of the returned goods shall be made solely at Buyer's expense.
4. The Seller shall be entitled to deduct from the paid price up to 30 % of the value of the returned goods as compensation for costs incurred by the Seller in connection with the return of the goods and the Buyer consents thereto.

## § 9. Complaints and Guarantee

1. Prior to starting using the goods, the Buyer undertakes to familiarise himself with the attached documentation which concerns the goods and their use, in particular with the instructions for use of the goods. The documentation which concerns the goods is always available at the Seller's registered office and on the Seller's webpage <https://www.schoellerallibert.com/cz/> which is publicly accessible.
2. The Seller provides 24-month guarantee for material defects and/or production defects which commences at the moment of delivery of the goods to the Buyer.
3. Seller's liability for physical damages to the goods which occur after the goods leave Seller's warehouse is excluded.
4. The goods or their parts which show signs of incorrect use or use in contradiction with their determination, including in particular the signs of mechanical damage which occurred as a result of such use, are not subject to guarantee.
5. The Buyer shall be obliged to assert the complaint which concerns shipment damages without delay but within 24 hours from the takeover of the goods by the Buyer at the latest.

6. Physical damages have to be notified without delay but within 48 hours after they are ascertained at the latest otherwise the complaint will not be accepted.
7. All guarantee claims must be notified in writing. Claims that are asserted in another manner will not be reflected.
8. Once the complaint has been notified the Buyer shall be obliged to strictly observe Seller's instructions, in particular in the field of securing and further use of the defective goods, until the repair or exchange of the goods, otherwise the Buyer loses the claims resulting from the accepted complaint.
9. The Buyer undertakes to provide to the Seller all and true information concerning the substance of the defect and the causes of its origin so that it can be properly evaluated whether the defect that occurred fulfils the conditions for repair or another agreed procedure within the guarantee. In case that the Buyer does not provide all information or that the provided information is not true, he shall lose all claims resulting from the guarantee for the goods and shall bear the costs for repair of the goods.
10. In case that the Seller accepts the asserted complaint as justified, the Seller shall, at his discretion:
  - a. perform the respective guarantee repairs at his expense, or
  - b. based on returning the defective goods that is made at Buyer's expense, deliver to the Buyer defect-free goods in the manner stipulated in these GTC, or
  - c. in cooperation with the Buyer which the Buyer undertakes to provide, terminate the concluded contract including the refund of the paid price and return of the defective goods.
11. In case the transportation of the goods entails excessive costs or risk of further damage, the Seller reserves the possibility of repairing the goods within the accepted guarantee repair directly at the Buyer's place of storage of the goods, while the repair can be made even by a supplier determined by the Seller.
12. In case it is not possible or useful to repair the goods at the Buyer, the Buyer shall, after the previous agreement with the Seller concerning the settlement of accounts and the determination of the manner of transportation, send the defective goods to the Seller in a package that ensures protection against damage or destruction.
13. The Buyer shall lose all guarantee claims in case of:
  - incorrect transportation or unloading of the goods,
  - incorrect use of the purchased goods, which is in contradiction with Seller's instructions that are included in the instructions for use of the goods,
  - defects that occurred due to incorrect storage of the goods,
  - construction changes which are made by the user,
  - occurrence of defects due to incorrect maintenance of the goods.

## § 10. Liability

1. Save for the liability arising from the physical defects of the goods, which is described in these GTC, the Seller shall not be liable towards the Buyer for occurrence of any damage (including in particular the damage to property) caused by the goods or in connection with their ownership or use, with the exception of liability arising from generally binding provisions of legal regulations.
2. The Seller shall not be liable due to specific characteristics of the goods or unsuitability of the delivered goods for achieving Buyer's goals except for if the Seller guaranteed to the Buyer in writing (in case of failure to meet the written form the exception shall not apply) that the goods have certain characteristics or that they are suitable for achieving Buyer's goals.
3. The Seller declares that all product's dimensions included in the specification are nominal sizes. The actual dimensions of the products may deviate from the nominal dimensions in the range of +/- tolerances contained in the technical drawing of “General Tolerance Sheet.” The technical drawing or the General Tolerance Sheet are available at Seller's registered office or will be sent by email on every demand of Buyer. Upon earlier sending to the e-mail [info.czechrepublic@schoellerallibert.com](mailto:info.czechrepublic@schoellerallibert.com) request for re-sending “General Tolerance Sheet” for a given product.
4. The Seller shall not be liable for any costs or damages (including in particular the damage to property), which originated directly or indirectly as a result of repairs or exchange of the goods. Any liability of the Seller related to any contract concluded with the Buyer and its performance does not include – irrespective of the type of that liability – liability for damage due to Buyer's lost income, including actual losses related particularly to the production losses, damage caused by damaging goodwill and reputation, etc.
5. If any third party asserts any claims against the Buyer which might be related to the goods delivered by the Buyer or to the goods, to the production of which the goods delivered by the Seller to the Buyer were used, the Buyer shall be obliged to notify the Seller of this fact in writing without delay and to enable him to participate in the proceedings that concern the claims of that person, otherwise any liability of the Seller shall be excluded.

## § 11. Intellectual Property Rights

1. The Seller has all author's and all other (in particular ownership and other property) rights associated with all calculations, programs, drawings, specifications and other information related to the goods. Such calculations, programs, drawings, specifications and other information must not be used without prior Seller's written consent unless it is necessary for the proper use of the goods obtained from the Seller; even in such case, however, the Buyer shall be obliged to save Seller's rights and to use the calculations, programs, drawings, specifications and other information only to the necessary extent and only for the purpose of using the particular goods, while par. 2 below shall remain affected.
2. The Buyer acknowledges that the calculations, programs, drawings, specifications and other information, as specified in par. 1 above, are confidential and the Buyer shall not be entitled to disclose or hand over these calculations, programs, drawings, specifications or other information to third parties without Seller's prior written consent. Without Seller's prior written consent (in case of failure to meet the written form the consent is invalid) the Buyer shall not be entitled to reproduce or otherwise use any drawings, programs, prototypes, forms or tools (not even those produced in cooperation with the Buyer or at his expense) related to the goods, or any products made in connection therewith. The items pursuant to the preceding sentence (i.e. forms, tools, etc.) shall remain in Seller's ownership, even in case that their production was ordered or paid by the Buyer.

## § 12. Final

1. All disputes which might arise between the contractual parties in connection with the performance of a contract to which these GTC apply shall be solved amicably, if possible; if an amicable solution cannot be achieved, these disputes shall be solved through the courts.
2. All court disputes which arise in connection with the contracts concluded between the Seller and the Buyer shall be resolved by Czech ordinary courts that are locally competent according to Seller's registered office.
3. The Seller reserves the right to change these GTC. Changes to the provisions of the GTC come into force towards the other contractual party as of the moment of notification of the change in a way that is commonly used in business relations between the contractual parties; notification by letter, fax, email as well as publication of the changes to the GTC or of new GTC on Seller's webpage according to par. 4 below shall be particularly considered a commonly used way of notification.
4. Up-to-date GTC are always available in the Seller's registered office and on the Seller's webpage <https://www.schoellerallibert.com/cz/> which is publicly accessible.
5. The Czech law shall be the law applicable to the contracts concluded between the Seller and the Buyer.
6. Provisions of generally binding legal regulations, in particular of the Civil Code (Act No. 89/2012 Coll., as amended), shall apply to matters to which the provisions of these GTC do not apply.
7. The fact that the Buyer does not familiarise himself with the GTC or their change does not relieve the Buyer of obligation to observe the GTC.