

# GENERAL SALE AND DELIVERY TERMS

1. The present obligation relationship shall be governed by the following General Sale and Delivery Terms, which are the entire part of this Contract. In case of disharmony of this General Sale and Delivery Terms and the Purchase Contract frontside, the Purchase Contract prevail. After conclusion of the Contract all preceding correspondence, arrangements, agreements, etc. relating to any matter treated in the present Contract, shall become null and void.
2. The Buyer shall procure all official licences and permission necessary for carrying out the deal (import of the goods or payment of the purchase price, as the case may be) in due time, irrespective of whether the duty of such licence or permission is imposed prior to, or after, the conclusion thereof. If the Buyer fail to execute this duty, the Seller shall be free, upon expiration of the adequate additional period granted to that effect to the Buyer, either to insist upon the execution of the terms of the Contract (specific performance) or to repudiate the Contract and to claim damages.
3. If the Buyer does not provide the Seller with the dispatch instruction within the due time to dispatch the goods in agreed time, the Seller is entitled at his own discretion, to send the goods to the Buyer's address, or repudiate the Contract.
4. An agreement as to the price shall constitute a condition precedent to any conclusion of a valid Contract. Unless otherwise agreed upon in the Purchase Contract the prices of the Seller shall be understood EXW. It is expressly agreed and understood that the purchase price shall never include import duties, customs and other dues, collected on a territory other than the Seller's country. Both parties agreed that quantity deviation between the Purchase Contract and the invoice can vary in  $\pm 5\%$  above product tolerance. The price of goods delivered to the other members state of the European Union (EU) than Czech Republic, will be invoiced without the Czech VAT, provided, however the Buyer proved his VAT registration in some of the member state of the EU. If the Buyer did not prove this, he agreed, that the price will increase of the Czech VAT. If the Buyer's VAT registration is in the other country of the EU than the country of delivery of the goods is, the Buyer is obliged to confess the goods to VAT taxation in the country of delivery.
5. The purchase price shall be deemed to be fully paid only when the full amount of the purchase price has been credited to the Seller's account. Unless the Buyer has the Seller's express permission, the Buyer will not withhold payment of all or part of the purchase price to offset any claim for damaged goods, or for any reason, including claims for defective goods. If a payment by Letter of Credit is part of the Purchase Contract, the payment terms of such a Letter of Credit shall not differ from the payment terms of the Purchase Contract, including the General Sale and Delivery Terms. The Seller is entitled to postpone or withhold dispatch of goods if the Buyer does not open a Letter of Credit according to the terms agreed, or if the terms and conditions of the Letter of Credit do not comply with, or differ from the terms and conditions of the Purchase Contract and of the General Sale and Delivery Terms. If such is the case, the Seller has the right to insist that the terms of the Purchase Contract are fulfilled, or to repudiate the Purchase contract and claim damages. The Buyer shall pay the purchase price in full into the Seller's account. The Buyer shall pay all bank charges, in the Buyer's country, related to the transfer of funds to the Seller's account.
6. If the Buyer does not pay the agreed deposit or purchase price in due time, or if the Buyer is in arrears with an agreed instalment of the purchase price, this shall be deemed to be a substantial breach of the Contract and the Seller may, at his own discretion, insist on payment, or repudiate the Purchase Contract. This also applies to cases of insolvency of the Buyer, or to a substantial deterioration of conditions affecting the transfer of funds from the country of the Buyer. If the Contract provides for payment of the purchase price by instalments and the Buyer is in arrears with an instalment, the whole unpaid balance shall become at once overdue. If the deposit, the purchase price or the instalment is not paid within the agreed terms, the Buyer is obliged to pay a contractual fine amounting to 0,05 % of the unpaid amount for each day of delay, which is not impact the Seller's right to claim compensation in an amount exceeding the paid contractual fine. In case the Buyer is in delay in payment of the purchase price, the Seller has the right to withhold or suspend further deliveries of goods to the Buyer even though a fixed term of delivery was agreed on.
7. The Buyer acquires title in the goods sold not until payment of the full purchase price including all appurtenances. The Buyer shall take all steps necessary for the actual enforcement of the right of the Seller under the present paragraph against third parties.
8. If the Buyer, in spite of having been invited so to do, fail to take delivery of the goods at the place and in time, provided for in the Contract, the Seller shall be free either to insist upon execution of the terms of the Contract and to claim damages caused by the delay, or to repudiate the Purchase Contract, or resell the goods to another customer and to claim damages for losses sustained. If a notice of readiness to dispatch or to deliver is given to the Buyer and he fails to dispose of the goods, the Seller shall be at liberty to deposit the goods at risk, peril and cost of the Buyer in their stores or in a public warehouse or with a third party, or to resell the goods on the account of the Buyer (provided the Buyer already paid the full purchase price).
9. The Buyer will be advised in case the Seller is not able to despatch the goods to the Buyer according to the terms of Contract. The Seller will be granted by the Buyer an additional reasonable time for fulfilling all obligations and if not otherwise agreed the Seller is allowed to make partial delivery of the goods at his own discretion.
10. The Buyer undertakes to acknowledge receipt of the goods at the bill of delivery and than return this acknowledged bill of delivery back to the Seller. If the goods are delivered to the non-member state of the Eu and the Seller does not ensure the transport of the goods, the Buyer undertakes to prove the date of the passing of the external frontier of the EU.
11. The Buyer undertakes to abstain from an active purchase of the goods sold on the territory of the country differ from the country of delivery of the goods without the prior written consent of the Seller.
12. This Contract and relations arising from it are governed by the law of the Czech Republic, especially by provisions of § 409 and forwarded of the Czech Commercial Code. If the Buyer is the person without registered address or place of the business in Czech Republic any disputes arising from this Contract or in connection with it shall be finally decided in arbitration proceedings before the Arbitration Court attached to the Economic Chamber of the Czech Republic and the Agricultural Chamber of the Czech Republic in Prague, with the exclusion of jurisdiction of common courts, to be awarded by three arbitrators determined in accordance with the Rules of this Court. The Parties undertake to fulfil all duties imposed upon them by the arbitration award in due times specified therein. If the Buyer is the person with registered address or place If the business in Czech Republic, according the prorogation in § 89 of the Czech Civil Procedure Code, the local venue has the Regional Court in Ostrava or the District court in Opava accordingly which to these court will be competent.
13. All commercial terms featured in this Purchase Contract shall be interpreted according to INCOTERMS 2010.
14. **Claims conditions:** The Seller guarantees that the goods supplied by him comply with the parameters stated in their delivery conditions for a given type of product or on the bill of delivery. The Seller will supply the delivery conditions for a given type of product to the Buyer on request. If the Buyer discovers any defects in the goods supplied, he must inform the Seller in writing as soon as possible, and in any case not later than seven calendar days after the goods delivery data. In case of delay, the Buyer forfeits his rights arising from defective goods. The Buyer must inform in writing the Seller about any other (hidden) defects as soon as possible, without unnecessary delay, after the defects are discovered, but in any case before the end of the warranty period of six months after delivery, otherwise the Buyer forfeits his rights arising from defective goods. The Seller offers a guarantee of quality only for this period. Goods are not deemed to be defective if the goods comply with tolerance levels stated in the delivery terms. Claims for defects must be delivered by e-mail or by registered post and must be supported by tangible evidence (i. e. samples of defective goods, detailed description of the defect for which a claim is being made and a description of the way the products were handled and used when the defect were discovered, including the lodging of the claim. Unless otherwise agreed, the Buyer shall send the Seller a sample of the goods for which the claims is made, and the claim shall be processed on the Seller's premises. On the Seller's request, the Buyer is obliged to discuss the claim in an appropriate place, such as the place where the goods under complaint are stored. If the claim proves to be justified, the Seller, at his own discretion, can repair the goods within a reasonable time on the Seller's premises or the Buyer's premises, or the Seller can replace the defective goods with new, non-defective goods, or offer the Buyer an appropriate discount on the price of the goods. Until the complaints procedure is completed, the buyer is not entitled to carry out any form of repair without the Seller's prior written permission. If the claims is not dealt with in a reasonable time in one of the above mentioned ways, the Buyer can then withdraw from the contract in the size of defective performance of contractual obligations. However, if the Buyer previously requested a discount on the price of the goods, he is not entitled to withdraw from the contract. The claim is unjustified if the goods under complaint have defects which have been caused by the Buyer himself or by a third party. If the Purchase Contract deals with the FIBCs, the Buyer undertakes to inform the Seller in written, at the latest on the moment of conclusion of the Purchase Contract, about the type and all the substantial parameters of the substrate filling on this FIBCs and about the way of handling with it. If the Buyer does not undertake this information duty, he assumes responsibility for an eventual damage caused by this FIBCs.