

1 General provisions

- 1.1 All contractual relationships entered into between the company PROMET CZECH s.r.o., ID 45196613, with its registered office at 28. října 3138/41, 702 00 Ostrava, Czech Republic, as the seller on the one hand and another entrepreneur as the buyer on the other hand are governed by these general terms and conditions (hereinafter referred to as "GTC").
- 1.2 These GTC shall apply in a contractual relationship if their use is referred to in the contract and at the same time they are attached to the proposal for the conclusion of the contract or are known to the buyer based on other facts, in particular other contracts concluded with the seller or familiarization on the seller's website.
- 1.3 The provisions of this GTC, which deviate from the provisions of the Civil Code of a dispositive nature, take precedence over these provisions when used. The provisions of individual purchase contracts and, where appropriate, framework contracts, if these have been concluded, and the mandatory provisions of the Civil Code and other generally binding legal regulations take precedence over the provisions of this GTC.
- 1.4 The use of other terms and conditions, including general terms and conditions drawn up by professional or interest organizations, is excluded, if these are not expressly accepted by the seller in the partial purchase contract
- 1.5 Purchase contracts (hereinafter referred to as "PC") are based on the written acceptance of the seller's proposal by the buyer. Timely acceptance of the proposal becomes effective at the moment when the buyer's consent to the proposal is shown to the seller. Late acceptance of a proposal has the effects of timely acceptance, if the seller notifies the buyer without undue delay that he considers the acceptance to be timely or begins to act in accordance with the late accepted proposal.
- 1.6 The essential elements of the purchase contract include:
 - a) business firm and registered office of the buyer and seller,
 - b) ID number of the buyer and the seller,
 - c) bank details of the seller,
 - d) place of delivery of goods,
 - e) the date of delivery of the goods,
 - f) price per unit of goods sold, total price and information on VAT,
 - g) maturity of invoices,
 - h) data on the subject of purchase
- 1.7 By concluding the PC, the seller undertakes to deliver the goods to the buyer and the buyer undertakes to accept the goods and pay the agreed purchase price.
- 1.8 Changes or amendments to the PC require written form under penalty of invalidity. Verbal or written agreements, made before the signing of the purchase contract by both contracting parties and relating to the obligation under the later concluded purchase contract, become invalid if they were not included in the PC or if they are not in accordance with these purchase conditions.
- 1.9 The contracting parties undertake to maintain confidentiality towards third parties regarding all data and information that they learn during the fulfillment of or in connection with the fulfillment of obligations from the PC, in particular about technical and production data, customer data and other similar data of a commercial nature. The obligation to maintain confidentiality applies for the entire period of validity of the binding relationship from the PC and, in the event of the termination of this relationship, until the time when the information and data marked as confidential become publicly available. All data, drawings, results of computer simulations, other documents and information provided and delivered by the seller under this contract, with the exception of information intended for publication, remain the exclusive property of the seller and part of the business. secrecy (§ 2985).

2 Transfer of ownership and risk of damage to goods

- 2.1 Ownership of the delivered goods passes to the buyer upon full payment of the purchase price.
- 2.2 Until the purchase price is paid in full, the seller remains the owner of the goods even in the stage of production in progress, semi-finished products or finished products.
- 2.3 The risk of damage to the goods passes to the buyer at the time of delivery in accordance with the delivery parity agreed in the PC.

3 Payment terms and invoicing

- 3.1 The buyer is obliged to pay the purchase price in accordance with the payment conditions agreed in the PC. The prices of goods are contractual and are agreed upon as fixed.
- 3.2 The price means the price of the goods without VAT, unless something else follows from the PC, in particular from the agreed delivery parity.
- 3.3 The seller issues an invoice to the buyer for payment of the purchase price after delivery of the goods. The seller has the right to invoice parts of the delivery of goods after delivery. The purchase price is payable within 30 days from the issuance of the invoice, unless otherwise specified in the PC.
- 3.4 In the event of the buyer's delay in payment of the purchase price, the contractual parties agree on a contractual penalty of 0.2% of the amount due for each day of delay.
- 3.5 In the event of the buyer's delay in paying the purchase price according to any PC, the seller has the right to stop all further deliveries of goods according to the concluded PCs, provided that this action will not mean the seller's delay in delivering the goods.
- 3.6 The contracting parties have agreed that the seller has the right to withdraw from all unfulfilled PCs in the event that the buyer defaults on the payment of the purchase price under any PC for a period longer than 10 days.

4 Delivery terms

- 4.1 The DDP delivery condition according to INCOTERMS 2010 applies, unless otherwise agreed in the PC.
- 4.2 Deviations of the delivered quantity from the ordered quantity are permissible up to 10%. Only amount of goods actually delivered can be invoiced.
- 4.3 Partial deliveries of goods are expressly permitted.
- 4.4 In the event that the buyer does not take over the goods, which he was obliged to take over, in violation of the PC, the contracting parties agree on contractual penalty in the amount of 0.2% of the price of the untaken goods for each day of delay.

5 Complaint conditions

- 5.1 The seller is obliged to deliver the goods in the quality and characteristics agreed in the PC. If the requirements for the goods are not specified separately in the PC, the goods must have the quality and characteristics specified by technical standards, or possibly the characteristics usual for the relevant type of goods.
- 5.2 Before taking over the goods, the buyer is obliged to inspect the goods with a proper care, to indicate the identified deficiencies in the accompanying documents and to provide documents for the possible need to apply for a qualitative or quantitative complaint.
- 5.3 The buyer is obliged to complain in writing about quantity defects of the goods within 5 calendar days from the date of delivery of the goods, obvious quality defects within 10 calendar days from the date of delivery of the goods and for hidden quality defects within a period of 30 calendar days from the date of delivery of the goods. The contracting parties have agreed that if the buyer's rights from defective performance are not asserted with the seller in writing within the above-mentioned deadlines, they shall expire.
- 5.4 The buyer can claim the quantity of delivered goods with the seller only if the detected weight loss of goods exceeds the tolerance of 0.5% of the quantity indicated on the consignment/delivery notes
- 5.5 The buyer applies for a claim with a letter containing the description of the complained goods, the reasons for the complaint, the claim of the buyer and relevant documents proving the validity of the claim.
- 5.6 Until the complaint is settled, the buyer is obliged to refrain from any handling of the complained goods and is obliged to store these goods separately. The buyer is also obliged to allow the seller to inspect the defective goods. If the buyer does not fulfill the obligations according to this paragraph, his claims from liability for defects expires.
- 5.7 A properly claimed defect, to which the seller's responsibility for defects applies, will be removed by the seller either by supplying replacement goods, or by repairing defective goods, or by providing a reasonable discount, or by supplying missing goods or by removing legal defects. The seller chooses the appropriate method of removing the defect, taking into account the nature of the defect and the goods in question.
- 5.8 In the event that the goods are consumed or modified by the buyer without prior written approval by the seller, the claim for such goods is not permitted.
- 5.9 Any goods complaint does not entitle the buyer to suspend the payment of due debt to the seller arising in connection with the PC.
- 5.10 If the complaint is proven to be unjustified, the seller will be reimbursed by the buyer for all costs incurred as a result of the unjustified complaint.

6 Contract withdrawal

- 6.1 In the event of a substantial breach of the PC, the seller may withdraw from the PC, and the buyer is obliged to reimburse incurred costs, damage and lost profit
- 6.2 A delay in payment of the purchase price of more than 10 days is considered a substantial breach of the PC by the buyer. Furthermore, it is considered a substantial breach of the PC when the buyer violates the agreed reservation of title by transferring the goods to a third party before full payment of the purchase price
- 6.3 The seller is also entitled to withdraw from the PC if the buyer is in bankruptcy or insolvency proceedings or similar proceedings are initiated against him.
- 6.4 The buyer is entitled to withdraw from the PC if the seller is in delay in fulfilling the delivery of the goods for longer than 30 days. The buyer is obliged to call the seller in writing to complete the delivery within a reasonable additional period, and only after its futile expiration is he entitled to withdraw from the PC. Partial deliveries, if provided, cannot be refused by the buyer.

7 Legal provisions

- 7.1 The contractual relationship between the seller and the buyer is governed by Czech law, in particular the provisions of the Civil Code (Act No. 89/2012 Coll.) as amended.
- 7.2 All disputes arising from PC concluded on the basis of these GTC or in connection with them will be resolved by the general courts of the Czech Republic, locally competent according to the seller's registered office.
- 7.3 The buyer is not entitled to set off, proceed or encumber any of his claims against the seller without his prior written consent.
- 7.4 The seller's liability for damage caused to the buyer in connection with a violation of the PC or the GTC is limited to the purchase price of the goods with the delivery of which the violation is connected.
- 7.5 The rights arising from these GTC and PCs or their violation are time-barred within a period of four years.

8 Final provisions

- 8.1 These GTC become valid and effective on July 1, 2022.
- 8.2 These GTC are binding also on any eventual legal successors of the contracting parties.