

General Terms and Conditions for the Purchase of Goods and Services by RKL Opava, spol. s r.o.

These general business terms and conditions of purchase in accordance with the Act No. 89 / 2012 Coll., Civil Code, as amended, are an integral part of all purchase contracts concluded between RKL Opava, spol. s r.o. as the Buyer and the Seller. Special arrangements can be agreed within a Purchase Agreement which take precedence over these General Terms and Conditions.

These General Terms and Conditions are an integral part of any request, order, or an offer submitted by the Buyer to the Seller.

I. Description of terms

1. **The Buyer** is RKL Opava, spol. s r.o. with registered office: Dolní Benešov, Záhumenní 360, Postcode: 747 22, **Main office and correspondence address: Opava, Suché Lazce, Přerovská 304/A, Postcode 747 95.**
2. **The Seller** is a business entity or sole trader which is specified as the Seller as laid out in para 2079 of The Civil Code.
3. **The Civil Code** is the Act No. 89/2012 Coll, as amended.
4. **INCOTERMS 2010** are the international transport rules of INCOTERMS 2010.
5. **An Order** is a request of the Buyer to purchase goods which will include the following:
 - a. place of supply;
 - b. for foreign trade contracts delivery condition according to INCOTERMS 2010;
 - c. mode of transport and packaging;
 - d. technical requirements and labelling of the goods, including required quantity of goods and the delivery date;
 - e. agreed price of goods which the Buyer undertakes to pay to the Seller;
 - f. General Terms mean the following General Terms and Conditions for the provision of goods and services to RKL Opava, spol. s r.o .;

II. Subject of the contract

1. The Seller is obliged to deliver the agreed quality and quantity of goods to the Buyer on the agreed date, by agreed delivery terms and to the agreed place. The delivery must meet the requirements set out in purchase order or purchase agreement and these General Terms and Conditions.
2. The Subject of the contract must comply with all technical and legal requirements and technical and safety standards. The fulfillment must be free of any defects, factual and legal, both apparent and hidden.
3. If the need arises to deliver additional work, goods or services in order to properly fulfill the order, the Seller shall bear any additional costs which are considered part of the agreed price for delivered goods under the Subject of the contract.

III. Terms of delivery

1. If it is agreed by both parties that the Seller arranges the transport, the Seller is obliged to use suitable transport not only to prevent damage to the goods during the transportation to the agreed place of delivery, but also to meet the delivery date to suit the Buyer.
2. The Seller is obliged to deliver all necessary documentation together with the goods to the Buyer. Delivery note or delivery sheet must contain order number, delivery documentation issue date, mode of transport and contact details. Should the delivery documentation be incomplete the Buyer is entitled to return the documentation to the Seller for completion.

IV. Labeling and packaging of goods

1. If the packaging of the goods is not specified, the Seller is obliged to deliver the goods in such packaging that it guarantees adequate protection against damage by handling, during transit and storage. When packaging the goods the Seller is required to take into account weather and other climate conditions.
2. The goods must be clearly labelled on the packaging. The Seller is obliged to ensure that all packaging used by him / her complies with the applicable Act No. 477/2001 Coll. regarding packaging, as amended.
3. The Seller is obliged to compensate the Buyer for any damage caused by the use of inappropriate packaging.

V. Price of the goods, payment terms

1. The price of the goods is agreed by both parties by mutual agreement in the purchase contract or in the confirmed order. It is set without the applicable VAT.
2. The Buyer undertakes and is obliged to pay the purchase price no later than the due date stated in the purchase order, purchase contract or on an Invoice issued by the Seller.
3. In the event of the Buyer being in default of the invoice, the agreed advance payment or other financial obligation, the Buyer shall pay upon the Seller's request a penalty of 0.05% of the unpaid amount for each overdue day.

VI. Default of the Buyer or the Seller, and withdrawal from the order or from the contract

1. The Seller is obliged to immediately notify the Buyer of any expected delay in the delivery of the goods, whilst the Buyer may allow the Seller additional time for delivery of the goods. Shall the Buyer disagree with the Seller, the Buyer can exercise his/her right to withdraw from the order or the contract.
2. In the instance of delay in the delivery by the Seller, the Buyer is entitled to demand a payment of all proven costs incurred by him/her in connection with late or undelivered goods.
3. The Buyer is entitled to return or reject unlabelled goods for the Seller's account if:
 - a. the delivery note for the goods is incorrect or incomplete;

- b. the goods are not labelled in accordance with these General Terms and Conditions;
- 4. The Buyer is entitled to withdraw from the order or from the sales contract particularly if:
 - a. the Seller is in default due to delivery of defective goods;
 - b. the Seller is party to an insolvency lawsuit as regulated by Act no. 182 / 2006 Coll., regarding insolvency and its resolutions, as amended;
 - c. the Seller enters into liquidation;
 - d. in the event of force majeure occurring for more than 3 months.
- 5. An order is cancelled when the Buyer withdraws from it in writing. The Buyer sets out the manner in which mutual rights and obligations between the Buyer and the Seller will be resolved.
- 6. In the event of a withdrawal from the order, the Buyer is entitled to return, at the Seller's risk and costs, goods already delivered and to claim a refund of payment for the returned delivered goods, including the reimbursement of expenses related to the handling, storage, delayed delivery or delivery of poor quality goods.
- 7. The Buyer's withdrawal from the Purchase Order shall not affect the Buyer's claim for damages, the payment of fines, claim of liability for damages, confidentiality and choice of jurisdiction and dispute resolution.
- 8. The Seller is obliged to pay to the Buyer any proven costs for removing defects in the delivery if the Seller does not rectify any defects at the place of delivery within 5 working days from the date when the Buyer informs the Seller of such defect.

VII. Quality guarantee

- 1. The Seller provides the Buyer with guaranteed quality of the goods. The Seller undertakes that the delivered goods are suitable for use for the specified purpose and that the goods conform to the specification laid out in the Contract, these General Terms and Conditions, as well as to the technical standards. Unless otherwise agreed, the warranty period is 24 months from the date of the actual delivery of the goods to the Buyer without defects.

VIII. Liability for defects and seller's insurance

- 1. The Seller is responsible for any defects that occur or will occur during the agreed warranty period, regardless of when they originated.
- 2. The Buyer shall advise the Seller of any defects of the delivered goods or failure to meet quality or technical parameters set out in the technical documentation and specifications, or these General Terms and Conditions or legal regulations. The delivery shall also be deemed defective if any delivery documents or other documents relating to the delivery are incomplete or do not accompany the goods.
- 3. The Buyer issues a notification to the Seller with the description of the defect found, determines the Seller's liability and the time scale to remove the defect as required. The time scale is set to 5 working days unless otherwise agreed. The Buyer is entitled to claim individually or in any combination for the following claims:
 - a. rectification of defects by supplying new goods;
 - b. rectification of defects by repairs of the goods that are subject to a claim, or rectification of legal defects;

- c. withdrawal from the contract or the order;
 - d. an appropriate discount on the price of the goods delivered;
 - e. reimbursement of expenses incurred in connection with the use of defective goods;
 - f. reimbursement of the costs associated with the transport and repair of defective goods;
4. The Seller is required to obtain and keep in force any insurance policies that will cover its product liability and liability for any potential damage due to a defect of the product against the Buyer and third parties for a minimum of CZK 30 million. The Seller agrees to provide the Buyer with the proof of existence of such insurance policies.

IX. GDPR Arrangement and Data Processing

1. We process the Buyer's and Seller's data. Some data may be considered personal data. The Buyer is the controller in relation to this data (as set out by the EU Directive 95/46/ES regarding the protection of personal data and also by the Act no. 101/2000, Coll., regarding the protection of personal data and amendments of certain laws) and RKL Opava will act as the "processor" of personal data.
2. The Seller hereby expressly grants RKL OPAVA their consent to the processing and use of all Data collected on written and email documentation, concluded contracts and orders, including personal details relating to the Seller, such as business name, contact person, address, telephone, fax and e-mail. The Seller agrees that RKL OPAVA will process the Buyer's or Seller's personal data collected for the use of RKL OPAVA.
3. In accordance with these General Terms and Conditions, the Seller confirms that he has read and understood the terms and agrees that the Conditions set forth in the current version by RKL Opava, spol. s r.o., are binding for him.

X. Final Provisions

1. The Seller shall be bound by his/her Purchase Contract proposal for at least 15 days from the date of its dispatch to the Buyer.
2. This contract contains an all encompassing agreement on the subject of the contract or confirmed order and all the conditions that the parties had and wanted to negotiate in the contract, and which they consider important for conclusion of the contracts. No presentation by the parties made during the negotiation or after the conclusion of this contract shall be interpreted as contradiction to the expressed provisions of this Agreement and does not create any obligation on either party.

General Terms and Conditions for the Purchase of Goods and Services by RKL Opava, spol. s r.o. take effect from 1st June 2018.