

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

In accordance with Act No. 89/2012 Coll., Civil Code, as amended, these General Business Terms and Conditions (hereinafter the "GBTC") are an integral part of all purchase contracts concluded between RKL Opava, spol. s r.o. as the Buyer on one side and the Seller on the other side. Any different arrangements in the purchase contract shall prevail over provisions of the GBTC.

These GBTC are an integral part of any demand, order or any other offer submitted by the Buyer to the Seller.

I. Description and Terms

1. The **Buyer** is RKL Opava, spol. s r.o. with the registered office: Opava, Suché Lazce, Přerovecká 304/2a, Postcode 747 95.
2. The **Seller** is a legal person or a natural person in business who is in the position of the Seller as laid down by §2079 et seq. of the Civil Code.
3. The **Civil Code** is Act No. 89/2012 Coll, Civil Code, as amended.
4. **INCOTERMS 2010** means the international transport standards of INCOTERMS 2010.
5. The **Order** means a request of the Buyer to purchase goods which shall include the following as negotiated:
 - a) place of supply;
 - b) delivery condition according to INCOTERMS 2010 specified by the Buyer, in case of trade contracts;
 - c) method of transport and packaging;
 - d) technical requirements and labelling of the goods, including required quantity of goods and delivery date;
 - e) agreed price of goods which the Buyer undertakes to pay to the Seller;
 - f) THE GBTC set the for supplies of goods and services to RKL Opava, spol. s r.o. ;

II. Subject of Performance

1. The Seller is obliged to provide the Buyer with the goods on an agreed date, by mutually agreed method, to an agreed place and in agreed quality and quantity. Such performance must meet the requirements specified in the purchase order or purchase agreement and these GBTC and legal regulations.
2. A subject of performance must comply with all technical and legal requirements and technical and safety standards. A subject of performance must be free of any defects, those factual and legal, both apparent and hidden.
3. In case of any need to additionally deliver any further works, goods or services in order to properly meet the purchase order, the Seller shall bear any additional costs which are considered to be a part of the agreed price for the delivered goods under the subject of performance, unless otherwise agreed.

III. Terms of Delivery

1. If it is mutually agreed by both the parties that the Seller shall arrange transport, the Seller is obliged to use such way of transport to prevent damage to the goods during transportation to an agreed place of delivery, including compliance with the delivery date to meet the agreed conditions.
2. In addition to the goods, the Seller is obliged to deliver all necessary documentation to the Buyer. A delivery note or CMR note must include an order number, delivery note date of issuance, method of transport and contact details. Should the delivery documentation be incomplete, the Buyer is entitled to give the documentation back to the Seller for completion.

IV. Labelling and Packaging of Goods

1. If there is no method of goods packaging specified, the Seller is obliged to deliver the goods in such packaging that guarantees adequate protection against damage by handling, against transport impacts during transit and during any storage period. In the course of packing, the Seller is also required to take into account weather and other climate conditions.
2. The goods must be clearly labelled on the package. The Seller is obliged to ensure all packages used by him/her fully complying with Act No. 477/2001 Coll. regarding the packages, as amended.
3. The Seller is obliged to compensate the Buyer for any damage or lost profit caused by use of inappropriate packages.

V. Price of the Goods, Payment Conditions

1. A price of the goods shall be agreed by both parties using mutual agreement in the purchase contract or in the confirmed purchase order. The price shall be specified without an applicable VAT.
2. The Buyer undertakes and is obliged to pay a purchase price to the Seller; the price shall be paid for proper delivery of the goods with no failure and in a due date, according to the requirements of the Buyer, no later than within the mutually agreed maturity period specified in the purchase order or in the purchase contract.
3. In case of the Buyer being in default with the invoice, agreed advance payment or other financial obligation, the Seller is entitled to claim Buyer's penalty of 0.04% of the unpaid amount for each commenced overdue day.

VI. Buyer or Seller Delay, Withdrawal from the Purchase Order or Withdrawal from the Contract

1. The Seller is obliged to immediately notify the Buyer of any expected or predicted delay related to delivery of the goods, whilst the Buyer may provide the Seller with additional time for performance or delivery of the goods. If the Buyer fails to agree with the Seller otherwise, the Buyer may exercise his/her right to withdraw from the purchase order or from the contract.
2. In case of Seller's delay with delivery in the agreed time period, the Buyer is entitled to demand payment of all proven costs incurred to the Buyer in relation to the late or undelivered goods, and the Seller is subsequently required to reimburse the Buyer for any damages caused or profit lost.
3. In the following cases, the Buyer is entitled to give back or reject any unlabelled goods, at the expense of the Seller:
 - a) incorrect or incomplete delivery note for the goods;
 - b) the goods are not labelled in accordance with these GBTC;
 - c) failure to deliver an agreed quantity of the goods;
4. The Buyer is entitled to withdraw from the purchase order or from the purchase contract particularly if:
 - a) the Seller gets delayed with meeting his/her obligations arising from responsibility for defects on the goods;
 - b) the Seller gets in an insolvency lawsuit as regulated by Act No. 182/2006 Coll., regarding insolvency and its resolution, as amended;
 - c) the Seller enters into liquidation;
 - d) event of force majeure occurring for more than 2 months.
5. A purchase order shall be cancelled if the Buyer withdraws from it in writing. By withdrawing from the purchase order, the Buyer sets out the manner in which the parties shall settle their mutual rights and obligations.
6. In case of withdrawal from the purchase order, the Buyer is entitled to return back the goods already delivered, at the Seller's risk and expenses; and the Buyer is also entitled to claim refund of payment for the returned goods, including the compensation of expenses related to handling, storage or delay of the delivery or the expenses caused by delivery of the goods in poor quality.
7. The Buyer's withdrawal from the purchase order shall not affect the Buyer's right to get compensation for any damage, payment of contracting fines, rights related to liability for damage, confidentiality obligation and choice of jurisdiction and dispute resolution.

8. The Seller is obliged to pay to the Buyer any proven costs for rectifying the defects in the delivery if the Seller fails to rectify the defects at the agreed place of delivery within 5 business days following the date when the Buyer informs the Seller of such defective delivery.
9. In case of the Seller being in delay with performance or fault repair, the Seller shall pay the Buyer a contracting penalty of 0.04% of the purchase price of the performance for each commenced day of such delay.
10. The Parties represent and warrant that as of the date of signing of the Purchase Agreement, they are aware of the existence of the coronavirus epidemic known as SARS CoV-2 (causing COVID-19 disease, as may be referred to in practice) and the related crisis measures, other measures, regulations, administrative acts or interventions of the public authorities of the Czech Republic or other countries, as well as the fact that such crisis measures, etc., may develop in the future with a number of direct or indirect impacts on the economic or political situation, in particular, on the supply chains (e.g. lack of subcontractor's performance), lack of labour force or materials, insufficient financial liquidity or other unspecific impacts (hereinafter referred to as the "Coronavirus Impacts"). Upon agreement of the Parties, the Coronavirus Impacts shall be regarded as unforeseeable and as an event of force majeure affecting, including but not limited to, the due dates and other conditions of performance, and if the Seller certifies to the Buyer the effect of the Coronavirus Impact on the Seller or its supplier, the Seller shall not be deemed to make default in the delivery of the Goods for the duration of the Coronavirus Impact and the right to payment of any contractual and statutory penalties and the Buyer shall not be entitled to compensation of material and non-material damage.

VII. Guarantee for Quality

11. The Seller shall provide warranty for the quality of the Goods. The Seller hereby certifies that the delivered Goods are fit for use for the specified purpose and that the Goods have the properties specified in the Contract, these GBTC and legal regulations, as well as technical standards, and, unless specified in details, common properties for the entire warranty period. Unless agreed otherwise, the warranty period shall last for 24 months, commencing on the day when the Goods are properly handed over to the Buyer.

VIII. Liability for Defects and Seller's Insurance

1. The Seller is liable for any damage due to product defect regardless of when it occurred.
2. The Buyer shall notify the Seller if any defects occur on the delivered goods or if quality or technical parameters do not meet the requirements set out in the technical documentation and specifications, or these GBTC or legal regulations. Delivery of any quantity different from the agreement, failures in documentation and documents related to the performance or failure to provide such documentation and documents shall also be deemed as defects on delivery of the goods.
3. In the notification, the Buyer shall state description of the defect and chosen claim related to liability for defects and also the time period for solving the defect in adequate manner. This time period shall be set within 5 working days unless otherwise agreed. Without being bound by the order stated here below, the Buyer is entitled to individually or in any combination demand 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 the claim, or rectification of legal failures;
 - c) withdrawal from the contract or purchase order;
 - d) adequate discount on the price of the delivered goods;
 - e) reimbursement of expenses incurred in connection with use of defective goods;
 - f) reimbursement of expenses relating to transport and repair of defective goods;
4. The Seller is obliged to conclude and maintain in force any insurance covering damage to property or personal injury for which the Seller is responsible under applicable legislation and also covering liability for any damage resulting from product defects towards the Buyer and third parties, at least up to the amount of CZK 30 million. The Seller undertakes to provide the Buyer with proof of insurance at any time upon the Buyer's request.

IX. GDPR Arrangement - Data Protection and Processing

1. The Buyer shall respect the Principles of Processing and Protection of Personal Data, in particular the General Regulation of the European Parliament and of the Council (EU) No. 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the General Data Protection Regulation).
2. Within the framework of the contractual relationship, the Seller also undertakes to comply with the legal obligations imposed on him/her within Personal Data Protection and GDPR and process only such personal data of the Buyer and the Buyer's employees that are necessary to perform the purpose under the contract. He/she shall also perform technical and organizational measures to ensure that the processing meets the requirements of the legislation and ensures protection of the rights of the data subject.
3. The Seller hereby expressly authorizes RKL OPAVA to process and use all data collected on the basis of concluded contracts and purchase orders. It also includes personal data related to the Seller, such as business name, contact person, his/her address, telephone number and e-mail. The Seller further authorizes RKL OPAVA to process the Seller's data obtained for RKL OPAVA's own use.
4. By signing the purchase contract or purchase order, the Seller confirms that he/she has read and understood the terms and conditions; he/she also agrees that the stated terms and conditions, as amended by RKL Opava, spol. s r.o., are binding for him/her.

X. Final Provisions

1. The Seller shall be bound by his/her proposal to conclude the purchase contract for the period of 15 days following the date of its dispatch to the Buyer.
2. Upon prior written mutual agreement, the Seller shall enable the Buyer to carry out a customer audit in the production facilities to verify the quality system and to check whether the subject of the contract meets the agreed specific requirements for products (acceptance inspection).
3. The Buyer's rights arising from this contract shall become statute-barred within 4 years following the date on which the right could be exercised for the first time.
4. This contract includes the complete agreement on the subject of the contract or confirmed purchase orders and all the conditions that the parties had and wanted to negotiate in the contract and which they consider important for binding force of the contract. No action of the parties made during negotiation related to the contract or no declaration made after conclusion of this contract shall be interpreted as contradiction to the expressed provisions of this contract; none of such actions and declarations create any obligation on either party.
5. Based on the agreement of the Parties and pursuant to Section 89a of the Code of Civil Procedure, the District Court in Opava, or the Regional Court in Ostrava, has the territorial jurisdiction to discuss any dispute arising from the contractual relationship between the Seller and the Buyer, as well as any dispute related to this contractual relationship.

The GBTC for Purchase of Goods and Services of RKL Opava, spol. s r.o. are effective from 7 February 2022