

General Business Terms and Conditions for Supplies of Goods, Products, Paints and Wooden Packaging of RKL Opava, spol. s r.o.

I. Scope of the Terms and Conditions

In accordance with Act No. 89/102 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 Seller on one side and the Buyer on the other side (hereinafter referred to as "purchase contract"). Any different arrangements in the purchase contract shall prevail over provisions of the General Business Terms and Conditions.

II. Delivery Conditions, Place and Method of Performance, Transport Layout

1. The place of performance is the Seller's principal place of business (premises) at the address Opava, Suché Lazce, Přerovská 304/2a, Postcode 747 95.
2. The Seller shall fulfil the obligation to deliver the goods in accordance to this Contract by handing it over to the Buyer. Hand-over of the products or goods to the Buyer means handing over the goods of the Seller in the principal place of business, handing over the goods to a carrier for the purposes of transportation or delivering the products or goods to the destination agreed in the purchase contract.
3. The Seller is not obliged to fulfil his/her obligations arising from the purchase contract in the following cases:
 - a) if the Buyer gets in delay with payment of Seller's claims;
 - b) if the Buyer breaches his/her contractual, payment or any other agreed obligations at the date of delivery;
 - c) if there is insolvency of the Buyer known in the wide public;
 - d) if there is information of insolvency known about the Buyer;
 - e) if the Buyer faces facts of execution testifying or also just indicating impossibility to fully pay the purchase price of the goods by the Buyer;
4. If the buyer fails to take over the goods in time, the Seller shall require for additional take-over of the goods in writing or otherwise and the Seller shall also set an additional time for the take-over by the Buyer. In case of vain expiry of this additional period of time, the Seller's obligation to deliver the goods to the Buyer is believed to be fulfilled.
5. If the Buyer fails to take over the goods within 5 days following the expiry date of the aforementioned additional period of time in Article II (4), the Seller may withdraw from the contract, sell the goods to another buyer and demand compensation from the Buyer in the amount corresponding to the difference of the agreed price and the price at which the goods were actually sold; or the Seller is also entitled to liquidate the goods at the Buyer's expense whereas this arrangement does not affect obligation of the Buyer to pay the purchase price of the goods.
6. If the deadline date for delivery of the goods is bound to any necessary or objectively necessary cooperation of the Buyer while the Buyer is in delay with such cooperation, which results in the new delivery period of time running in the originally agreed duration, then this new period of time shall start at the day of full cooperation provided by the Buyer. The above specified arrangement does not exclude the Seller's right to withdraw from the contract in whole or in part due to breach of the Buyer's contractual obligations; it also does not exclude the Seller's right of compensation for damage caused by the Buyer thereby.
7. Should the Seller fail to deliver the Goods within the agreed period of time due to a breach of any contractual obligation on the part of the Buyer specified in paragraph 3 of this Article under letters a) to e), the Buyer shall pay to the Seller the contractual post-maturity interest in the amount of 0.5% of the due amount of the agreed performance for each day of the delay, starting from the date of the originally agreed delivery term and ending on the date of the actual delivery of the Goods or the date of withdrawal from the Contract by the Seller, whichever occurs earlier.
8. 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.

III. Payment Conditions

1. The price of the goods shall be determined by both parties by mutual agreement; the price shall be determined as the amount without the relevant VAT, and without freight and packing fees, unless stated otherwise in the purchase contract.
2. The Buyer undertakes to pay the purchase price within the due period of the invoice.
3. Should the Buyer make default in settlement of the invoice, agreed advance payment or other payable, the Buyer shall pay to the Seller a contractual penalty amounting to 0.04 % of the amount due for each day of the delay. This right to compensation of damages and payment of lawful default interest shall not affect the claim for damages.
4. In case of the Buyer being in default with payment of the invoice, agreed advance payment or other financial obligation, the Buyer shall pay to the Seller the contractual penalty of 0.04% of the unpaid amount for each commenced day of such delay. Any claim for damage compensation is not affected by this contractual penalty.
5. Without prior written consent of the Seller, the Buyer shall not be entitled to withhold the whole or even a part of the purchase price due to any counter-claims against the Seller or due to a claim/complaint; the Buyer shall not be entitled to unilaterally offset the billed purchase price of the goods or default interest. In case of any breach of this arrangement, a contractual penalty is agreed in the amount corresponding to the amount withheld or unilaterally set off, which the Buyer is obliged to pay to the Seller without any undue delay.

IV. Risk of Damage to the Goods or Product

1. The risk of damage to the goods shall be passed to the Buyer upon the moment of receipt of the goods by the Buyer or a Buyer's representative.
2. The Buyer is obliged to confirm such receipt of the goods on the delivery note. In case of delivering the goods to another destination, the goods are meant as delivered to the Buyer by the Seller and the risk of damage to the goods shall be passed to the Buyer upon receipt of the goods by the Buyer from the Seller's carrier. The Buyer is obliged to confirm receipt of the goods from the carrier on the delivery note.
3. Based on agreement between the contracting parties, the territory where the Seller is responsible for the product or for any loss, damage, sanction, indirect damage, etc., incurred by the Buyer, is exclusively and only the territory of the Czech Republic. Outside the territory of the Czech Republic, even if the Buyer

him/herself exports the goods or has the goods exported indirectly by a third party, then the Seller is not liable for any damage to the product, loss, injury, indirect damage, etc.

4. Based on agreement of the parties, the Seller's liability for any loss, damage, penalties, indirect loss, payments and damage of the Buyer is completely excluded, including any loss, damage, penalties, indirect loss, payments and damage of the Buyer against third parties incurred by the Buyer in connection with withdrawal of the product, as well as any payments under the defective performance rights and liability for delay.

V. Acquisition of Ownership Right

1. The Buyer shall acquire the title to the goods only after full payment of the purchase price including VAT. This includes packaging and freight charges if agreed in the purchase contract.

VI. Warranty Period and Arrangement of Defect Rectification

1. The Seller provides warranty for the goods covering **24 months** from the date of delivery of the goods, provided that the procedures for installation, storage and handling are complied with. Regarding the parts delivered, where the warranty period is set by the manufacturer, this warranty period determined by the manufacturer shall be applied.
2. The guarantee, according to the previous paragraph, does not apply to
 - a) wear and tear of the goods caused by normal use;
 - b) defects caused by improper use of the goods if resulted in damage;
 - c) defects caused by failure to comply with the instructions in the product documentation;
 - d) defects resulting from damage to the goods by natural forces (floods) or other action which is impossible to be foreseen.
3. The Buyer shall notify the Seller of any defects of the goods using a "Defect Record" which shall contain description of the defect and also proposal to rectify the defect, or also the method of replacement of the defective goods. The parties shall discuss the necessary corrective measures in case of repeated occurrence of defects.
4. The parties have agreed that if the performance under this contract is defective and the defect can be rectified, the Buyer cannot claim from the Seller a discount on the purchase price if the defect is repairable and the Seller duly repairs the defect within a reasonable time period proposed by the Seller.
5. The Seller shall be liable only for damage, injury, etc., which he caused by breach of his/her obligations, up to the price of the delivered product that caused the damage or by which the damage was caused, or on the basis of which the damage occurred and which was fully paid by the Buyer to the Seller. The maximum amount of damage, injury, etc., is CZK 2,000,000 (in words: two million Czech crowns). The Seller shall never be liable for lost profits, indirect loss or contractual penalties or other sanctions incurred by the Buyer or those which the Buyer is obliged to pay.

VII. GDPR Arrangement - Data Protection and Processing

1. The Seller shall comply with the Principles of Processing and Protection of Personal Data arising in particular from the General Regulation of the European Parliament and of the Council (EU) No. 2016/679, related to protection of individuals with regard to processing of personal data and also related to free movement of such data and also related to cancellation of Directive 95/46/EC (General Data Protection Regulation) (GDPR).
2. Within the framework of the contractual relationship, the Buyer 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 Seller and the Seller'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 Buyer 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 Buyer, such as business name, contact person, his/her address, telephone number and e-mail. The Buyer further authorizes RKL OPAVA to process the Buyer's data obtained for RKL OPAVA's own use.
4. By signing the purchase contract or purchase order, the Buyer 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.

VIII. Final Provisions

1. 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).
2. The Seller shall be bound by his/her proposal to conclude the purchase contract for the period of 5 days following the date of its dispatch to the Buyer. If the Seller does not receive the confirmed proposal in writing within this period of time, the contract will not be concluded unless the Seller subsequently accepts it. The contract is also considered as concluded in time by delivering a signed scan of the purchase contract to the e-mail industry@rkl.cz.
3. The Seller'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 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. The Parties do not wish any rights and obligations to be deduced from the actual or future practices established between the parties or practices generally maintained or those in the industry relating to the subject matter hereof beyond the expressly specified provisions of this contract, unless expressly agreed otherwise in the contract. In addition to the above mentioned facts, the parties confirm that they are not aware of any business conventions and practices established between them so far.
6. 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.
7. Any reply of the Buyer, according to § 1740, Sec. 3 of the Civil Code, with any addition or deviation, cannot be considered as acceptance of an offer to enter into this Contract, even if it does not substantially alter terms of the offer.
8. According to § 1765 of the Civil Code, the Buyer assumes the risk of changing circumstances.

9. If a contractual penalty is reduced by the court, the right to compensate damage in the amount by which the damage exceeds the amount determined by the court as reasonable shall be retained without any further limitation.
10. If any legislation establishes a penalty for breach of contractual obligation (at any time during the term of this contract), then such claim shall in no way affect the Seller's right to damage compensation at the amount in excess of the penalty stipulated by the law.
11. To avoid any doubt, the parties expressly confirm that they are entrepreneurs, they conclude the purchase contract within their business, and therefore the provisions of § 1793 of the Civil Code (disproportionate shortening) will not apply to this contract.
12. The Parties exclude any application of the following provisions of the Civil Code to this Contract: § 557 (contra proferentem rule), § 1805 (2) (prohibition of ultra duplum) and § 2950 (damage caused by information).
13. The parties expressly confirm that the basic terms and conditions of the purchase contract resulted from negotiations between the parties and that each party had the opportunity to influence the contents of the basic terms and conditions of the purchase contract.
14. Other rights and obligations of the contracting parties are governed by the relevant provisions of Act No. 89/2012 Coll., Civil Code, as amended.
15. Any amendments, modifications and supplements to these GBTC or the Purchase Contract after conclusion of the contract are valid only if agreed in writing by both contracting parties.

The GBTC for Sale of Goods, Products, Paint, Wooden Packaging and Services of RKL Opava, spol. s r.o. are effective from 7th February 2023

In Opava, Suché Lazce, 26th January 2023