

SEGNOR spol. s r. o.

General sales and delivery terms and conditions

Definitions used in these terms and conditions:

- a) **Company** means SEGNOR spol. s r. o.
- b) **Customer** is a party to which the Company is contractually bound.

Article I – General provisions, application

- (1) These sales and delivery terms and conditions apply to all agreements made by and between the Company and Customer; they also apply to agreements where reference to these terms and conditions are not provided or not attached to them.
- (2) These sales and delivery terms and conditions are exclusive. Any purchase terms and conditions of the Customer as well as other contractual terms are hereby declined should they not be explicitly accepted by the Company in writing. Acceptance of delivery and performance of the company is considered approval of these terms and conditions.

Article II – Proposal and concluding a contract

- (1) The proposals of the Company made either orally or in writing are not obligatory.
- (2) Contracts, agreements and other understandings are obligatory only upon written confirmation by the Company. Should no confirmation be made by the Company in writing, an invoice delivered shall be considered as confirmation of the contract. Any changes and amendments thereto shall be made in writing.
- (3) The contract shall be considered executed on the day of signing thereof by the Company. Should the contract modify the Customer's requirements contained in his purchase order, the contract shall be considered executed on the day of its signing by the Customer. Should the Customer not appeal against the modified confirmation of the contract within 14 days, implied acceptance of the conditions confirmed by the Company is given and the effective date of the contract is considered the date when the contract was signed by the Company.
- (4) Should the Customer withdraw from the Contract not due to breach of the contract by the Company, the Customer shall pay any and all expenses and costs incurred by the Company for the sake of such withdrawal.

Article III – Prices and payment terms

- (1) Unless agreed otherwise, EXW prices shall apply. Costs associated with transport or delivery of the goods are charged by the Company separately.

- (2) Should the price be agreed differently from these terms and conditions, the goods shall be dispatched in conformity with INCOTERMS actually in force. The Company determines the carrier and the route.
- (3) Should there be any change to the proposal or specification the Customer asks for after submission of the proposal or conclusion of the contract, the Company is entitled to make a corresponding change to the proposed or contractual price.
- (4) Should there arise between the conclusion of the contract and delivery date any substantial change to certain costs factors such as material, wage and transport costs etc., the contractual price may be modified in conformity with the influence of the crucial costs factors.
- (5) A document for payment of the purchase price is an invoice the Company may issue at the moment of dispatching the goods or execution of the service.
- (6) The invoices are due within 14 days of their invoice date. The payment shall be made in cash or by bank transfer. The date of payment is the day of receiving the cash payment or crediting the payment to the Company's bank account. Should the payment be delayed, the Company may charge late interest amounting to 0.05% p.d. of the outstanding amount.
- (7) Should the Customer be delayed in payment for the previous supplies or should its financial situation significantly deteriorate (bankruptcy, assets or other settlement etc.) the Company may withdraw from the contract in case it has not yet been performed and in case the Customer does not pay amounts due upon notice within one week. In case of delayed payment, any and all of the Customer's outstanding payments shall be due immediately.
- (8) Set-offs of the Company and of the Customer may be made only upon mutual agreement made by the parties in writing. Bills of exchange and cheques shall be considered realized upon their payment.
- (9) The invoice shall be issued in the currency specified in the contract.

Article IV – Risk and ownership title

- (1) The risk and liability for any loss or damage of the goods passes from the Company to the Customer on the day of execution of the delivery, i.e. on the day of handing over the goods to the first carrier or defined person.
- (2) Until full payment of the account receivable (including any and all late interest and costs associated with enforcement of the payment), all goods remain in the ownership of the Company
- (3) The Company may recover the goods at any time in case the Customer's ownership title is not realized and the Customer hereby grants permission to the Company to enter the Customer's premises to recover the goods of which ownership was not transferred to the Customer. If required by the Company, the Customer shall store the goods separately from the other goods and ensure the goods are clearly labelled as the Company's goods.

Article V – Quality and documentation

- (1) Deviations from dimensions, quality and quantity are acceptable according to ČSN EN ISO, DIN or directives in force, in conformity with which the goods is delivered.
- (2) Should the goods be delivered according to drawings or other special Customer specifications, the parameters and deviations given in this specification, which is an integral part of the contract, shall apply upon their approval by the Company.
- (3) Any customer request for certification of the quality inspection, QMS or EMS certificate, a declaration on meeting the technical requirements for the product etc. should be contained and specified in the contract.

Article VI – Delivery deadlines and delivery

- (1) The delivery deadline commences on the day of concluding the contract.
- (2) The agreed delivery deadlines only apply provided that clarification of all contractual provisions of the contract and performance of the Customer's obligations are done in time.
- (3) Should the Customer fail to meet all contractual and cooperation obligations, such as delivery of packaging and labels, opening a letter of credit or remittance of pre-payments, provision of domestic and foreign certificates etc., the Company may adequately shift its delivery deadlines without influencing its rights resulting from delays on the Customer's side.
- (4) The plant dispatch date is critical for observing the delivery deadlines and terms. The Customer may only withdraw from the contract due to delayed delivery provided that an adequate additional deadline was determined for the Company, however not less than two weeks, while warning about its intention to withdraw from the contract.

Article VII – Force majeure

- (1) The Company shall not be considered in delay of execution of its obligations should the delay or the delay of its sub-contractors be caused by Force Majeure events, such as war, natural disasters, strikes, unavailability of raw materials and energy and other unpredictable circumstances that occurred during the term of the contract and prevented the Company from meeting its commitments.
- (2) The deadline for execution of the commitments of both the parties is extended by the duration of the Force Majeure event. Should the execution of the contract be extended by more than months due to such events, either contracting party may withdraw from this contract without affecting the Customer's right to compensation for damage.

Article VIII – Warranty

- (1) Upon delivery, the Customer shall immediately check and report in writing any defects in the delivery. The following is at least required when complaining about the delivery: contract (invoice) number, designation of goods, delivery note number and description of the defect.
- (2) Unless agreed otherwise, the right to lodge a complaint shall cease to exist after 24 months from the delivery date.

- (3) Upon receipt of defective goods, the goods acknowledged by the Company as defective shall be returned or credit-noted to the Customer in the manner specified in the contract. Any rights warranty provisions or resulting from defect events are hereby excluded even though permitted by law.
- (4) No warranty is granted for goods showing defects due to improper manipulation, excessive loading or unsuitable operating conditions. No warranty is granted for reworked or otherwise modified goods.
- (5) In each case, the right to compensation for damage due to defective or delayed deliveries is limited by the amount of the purchase price of the relevant delivery.

Article IX – Final provisions

- (1) Should any of the provisions contained herein become ineffective or unenforceable, the other provisions remain unchanged and valid. In this case, the contracting parties agree to replace the ineffective provisions with new ones of a similar economic nature and required purpose.
- (2) The laws of the Czech Republic shall apply to the contractual relationships. All disputes resulting from the contract or from a relationship with the customer will be irrevocably decided by an arbitrator chosen by the company from the list published on www.arbitercz.eu. The choice will be made according to Standardized Rules and Arbitration Order published on www.arbitercz.eu/SP.html. The Czech version of these terms and conditions are decisive.