

General Terms and Conditions

General Terms and Conditions of DEPRAG CZ a.s., with its registered office at Lázně Bělohrad, T. G. Masaryka 113, Postal Code 507 81, Company ID No.: 00169668, registered in the Commercial Register maintained by the Regional Court in Hradec Králové, Section B, File 76 (hereinafter referred to as the "Seller") valid from October 1, 2016

I.

Introductory provisions

1. Unless other terms and conditions have been agreed in writing, these general terms and conditions of business and delivery, issued in accordance with the provisions of the Civil Code No. 89/2012 Coll. as amended (hereinafter referred to as the NOZ), govern the contractual relations between the seller and the buyer specified in the purchase contract (hereinafter referred to as the contract). The General Terms and Conditions shall hereinafter be referred to as the Terms and Conditions.
2. These Terms and Conditions shall apply to sales to:
 - a) Entrepreneurs (Section 420 et seq. of the NOZ)
 - b) Legal entities under public law
3. The contractual relationship between the seller and the buyer may arise in the following ways:
 - a) on the basis of the signing of a document designated as a purchase contract or contract for work and signed by both contracting parties
 - b) by sending a written order (by e-mail, fax, or post) from the buyer to the seller and written confirmation of the buyer's order by the seller (by e-mail, fax, or post)
4. These terms and conditions are binding on the buyer from the moment the purchase contract is concluded and form an integral part thereof.
5. The application of any other general terms and conditions of business and delivery to which the buyer may refer in any way, e. g. in their order, is hereby expressly excluded.

6. These terms and conditions do not apply to sales to consumers (Section 419 of the Civil Code).

II.

Subject matter of performance

The subject matter of performance is the delivery of products, goods, and services specified in the contract, including all annexes (hereinafter referred to as "goods"). The offer of goods, including the price list, is published in the seller's product catalog and on the seller's website www.deprag.cz.

III.

Purchase price of goods

1. The purchase price listed for each item in the price list does not include VAT and, unless another price has been agreed in writing, represents the valid purchase price of the goods for the conclusion of the purchase contract on the given day. The price list is part of the offer catalog and is also published on the company's website www.deprag.cz
2. The price of the goods does not include the costs of handling and transporting the goods.
3. The seller pays the fee for used packaging through the EKO – KOM system under identification number EK-F06040224.

IV.

Delivery date

The seller is obliged to deliver the goods within the period specified in the contract or order confirmation. In order to meet the delivery deadline, the decisive date is the date of handover of the goods at the seller's premises, in the case of delivery by carrier or post,

the date of handover to these persons, and in the case of delivery of goods, the date of dispatch of the vehicle from the company's premises.

V.

Delivery terms

The seller and buyer shall agree on one of the following methods of delivery of the goods in the purchase contract:

- a) personal collection at the company's registered office
- b) cash on delivery parcel handed over to the post office or other carrier at the seller's registered office
- c) parcel without cash on delivery handed over to the post office or other carrier at the seller's registered office in the case of payment in advance
- d) parcel without cash on delivery handed over to the post office or other carrier at the seller's registered office. A delivery note will be included in the parcel. The invoice may be enclosed in the parcel or sent by post or e-mail to the billing address.

VI.

Payment terms

1. The buyer undertakes to pay the purchase price for the delivered goods and services, including any costs for handling and transport of the goods and VAT.
2. The seller and buyer shall mutually agree on one of the following payment methods in the purchase contract:
 - a) cash payment upon delivery of the goods at the seller's registered office
 - b) payment in advance based on a pro forma invoice
 - c) payment upon delivery
 - d) payment based on a tax document after receipt of the goods
3. The tax document is due within a minimum of 14 (fourteen) days, which may be extended by agreement, as always stated on the tax document (invoice).
4. The invoice (tax document) is considered paid on the day the entire invoiced amount is credited to the seller's account.

5. The seller is entitled to invoice even partial performance of the subject of the contract, and the buyer is obliged to pay such an invoice by the due date.
6. If the buyer is in default with the payment or additional payment of the purchase price to the seller, the buyer is obliged to pay the seller a contractual penalty of 0.05% per day of the amount due for each calendar day of default, including the day of default.

VII.

Transfer of ownership and risks associated with the goods

1. The risk and thus the responsibility for loss or damage to the goods shall pass from the seller to the buyer on the date of delivery in accordance with Article IV of these terms and conditions.
2. All goods remain the property of the seller until the purchase price has been paid in full. This retention of title may be waived by mutual agreement between the seller and the buyer only in writing in the purchase contract and always applies to one specific delivery of goods. In other respects, the provisions of § 2132 et seq. of the Civil Code apply.

VIII.

Force majeure

1. The seller shall not be in default of its obligations if its delay was caused by circumstances of force majeure, such as war, natural disasters, strikes, shortages of raw materials and energy, or other unforeseeable and unavoidable circumstances that arose during the performance of the contract and prevented the company from fulfilling its obligations.
2. The deadline for the fulfillment of obligations by both parties shall be extended appropriately for the duration of the force majeure. If the performance of the contract is delayed by more than two months as a result of such events, either party shall be entitled to withdraw from the contract without the buyer being entitled to claim damages.

IX.

Warranty and complaints

1. Upon delivery, the buyer is obliged to inspect the goods immediately and, in the event of any defects, to make a written complaint.
2. The seller provides the buyer with a warranty on the goods for 12 months from the date of delivery, max. 15 months from the date of dispatch from the supplier's premises.
3. During the warranty period, the seller is liable to the buyer for ensuring that the goods sold are free of defects upon acceptance by the buyer and have the quality and utility properties corresponding to the purchase contract. The seller is liable for defects that become apparent after acceptance of the goods during the warranty period.
4. The warranty does not cover defects caused by normal wear and tear, improper handling, unauthorized tampering with the goods, breaking of seals, damage caused by water, fire, static and atmospheric electricity, and other elements or force majeure.
5. If defects in the goods occur during the warranty period after the buyer has taken delivery of the goods, the buyer must file a complaint without undue delay.
6. Complaints must be made in writing and must contain at least the following information:
 - tax document number
 - designation of the goods, including the serial number (if known)
 - detailed description of the defect
7. The buyer is obliged to submit the claimed product to the seller.
8. The relevant provisions of the Civil Code apply to defects in products and goods covered by the warranty.
9. The seller is obliged to settle the complaint without undue delay, no later than 30 days from the date of filing the complaint, unless a longer period is agreed with the buyer.
10. The warranty period is extended by the period during which the goods were in the complaint procedure. In the event of replacement of the goods, a new warranty period begins.

11. In the event of withdrawal from the purchase contract or the provision of a discount on the purchase price, the relevant amount shall be calculated on a corrective tax document and the payment shall be returned to the buyer by transfer to a bank account.
12. The seller is not liable for lost profits or consequential technological losses.

X.

Withdrawal from the contract

1. The seller is entitled to withdraw from the purchase contract if the buyer is in default of payment of the tax document for a period longer than two months and in cases specified by the NOZ.
2. The buyer may withdraw from the contract only in cases specified by the NOZ or these terms and conditions.
3. Withdrawal from the contract must be in writing and must state the reason for withdrawal from the contract. Upon delivery of the withdrawal from the contract, the contract is cancelled from the beginning. The contracting parties are obliged to return everything they have mutually fulfilled under the contract.

XI.

Copyright protection

The delivery of products does not transfer any copyright-protected goods to the buyer, unless a relevant license agreement for their use has been concluded in writing.

XII.

Final provisions

1. In cases not covered by these terms and conditions, the contractual relations between the seller and the buyer shall be governed by the NOZ.
2. The contractual relationships are governed by the laws of the Czech Republic. For all disputes arising from the contract or in connection with the contract that cannot be resolved by agreement, the court with local jurisdiction according to the applicable

legal regulations shall have jurisdiction. In justified cases, it is possible to conclude a separate arbitration clause in writing.

3. Liability for damage caused by a product defect shall be governed by the applicable legal regulations.
4. Documents between the contracting parties, the content of which is related to the creation, change, or termination of rights and obligations governed by the purchase agreement, shall be delivered by hand to the authorized representative of the other contracting party. The effects of delivery shall also occur if the postal service provider returns the document to the contracting party as undeliverable and the addressee has prevented delivery by their actions or refused to accept the document. In case of doubt, the document shall be deemed to have been delivered within seven days of the date of dispatch.
5. If any provision of these terms and conditions becomes invalid, the other provisions of these terms and conditions shall remain in force.
6. These terms and conditions are part of the product catalog and are published on the Internet with the product offer (see www.deprag.cz).