

## **General Terms and Conditions**

### **1) General Conditions**

1. These General Terms and Conditions, hereinafter referred to as the "GBT", apply to all individual and framework contracts for the supply of goods or services, hereinafter referred to as the "Contracts" concluded between the trading company TeSoGu sro, registered office Rychaltice 8, 739 46 Hukvaldy, IČ: 082 36 674, entered in the Commercial Register maintained by the Regional Court in Ostrava, Section C, Insert 78828, hereinafter referred to as the "Supplier" and the contracting party which will be the goods or service, supplied, hereinafter referred to as the "Customer".

2. Unless the contract stipulates otherwise between the supplier and the customer, the provisions of these General Terms and Conditions shall apply.

3. Unless the GTC or the Contract stipulates otherwise, the provisions of the law shall apply No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as "NOZ"), and other legal regulations effective in the Czech Republic.

4. If the customer in the order refers to other than these GTC, the supplier is entitled, without undue delay, ie within 2 working days from receipt of the order, in accordance with the provisions of Section 1751 (2), second sentence NOZ exclude the use of Section 1751 2, first sentence of the NCC, and to inform the customer that the contract is not concluded.

### **2) Object of the Contact**

1. The goods that will be sold under the Contract shall be determined by agreement of the parties in the Contract concluded on the basis of the order sent by the customer. In case of doubt, the product catalog number or the exact description of the product or service provided in the customer's order is decisive for identifying the subject of the contract.

2. The Customer is aware that these General Terms and Conditions regulate the different terms and conditions of trading with "standard goods, respectively. provided service "from the normal offer of the supplier and with" special goods, event. provided service ", which are produced, respectively. delivered according to the customer's specific needs, ie "special goods" or "special services" is not usually sold to any other customers, and its production is technically and financially more demanding, therefore a special regime applies to this.

### **3) Price and payment terms**

1. The amount of the purchase price and the method of its payment is determined either in the specific offer of the supplier for the conclusion of the Contract or in the confirmation of the order sent by the supplier. In the case that standard goods are delivered, or. provided the service from the supplier's offer, the price of goods, services, supplier's settings for a particular customer shall be governed, unless otherwise agreed between the supplier and the customer.

In the event that the customer pays his obligations in advance, the day decisive for determining the price of goods or services provided is the day of ordering goods, but the day of payment of the agreed advance on the price of goods, or. provided services.

2. Under no circumstances shall the Customer be entitled to unilaterally set off the amount intended to pay the purchase price or part thereof to any receivables from the Supplier, without the written consent of the Supplier. Such a settlement agreement must always be signed by the responsible person and sent electronically to the other party.

3. The purchase price shall be deemed paid on the day it is credited to the supplier's account.

4. If the Customer is in delay with the payment of any monetary obligation to the Supplier, the Supplier shall be entitled to withhold the goods, eventually. the services ordered by the customer until the full payment of all these obligations, including their accessories. The commencement of the agreed delivery period shall be postponed until the payment of the full amount of the Customer's obligations towards the Supplier with the payment of which the Customer was in default.

5. If the Customer is in delay with payment of the purchase price for more than 30 days, the Supplier is entitled to withdraw from the Contract.

6. In the event that a special price offer was made by the supplier to the customer for standard goods, services, the customer is obliged to state the number of this offer in his order. If the customer fails to fulfill his obligation, according to the previous sentence, the supplier is entitled to charge him the full price, according to the standard prices set for the customer, on the day of sending the order.

7. The customer is obliged to pay the full price of the goods or. services within 14 days of delivery of the goods, respectively. services, unless otherwise agreed between the parties.

8. The Supplier is entitled to demand, in particular, if the Customer did not pay on time in the previous contractual relationship, reasonable reasonable advance payments for the price of the goods, respectively. services, or payment of the entire purchase price for goods or services, prior to delivery. If the customer is not required by the previous sentence, the invoice for the delivered goods or service is sent to the customer after its delivery and delivery of all necessary documents, such as measurement protocols, confirmed delivery notes, etc., if required by the customer.

9. Any discount, respectively. the discount granted for the payment of the purchase price within a specific period before the invoice matures, may be applied by the customer only if an agreement signed by both parties is concluded between the parties, in the framework of which an agreement on the conditions of application of the discount is agreed. It is not possible to apply a discount stipulated only in the terms and conditions of the customer, which became part of the contract in parallel with these GTC. Any discount, according to the previous sentence, is contrary to these GTC.

10. Upon the Customer's prior consent, the Supplier is entitled to deliver invoices electronically, via e-mail in PDF format, to the address specified by the Customer. Invoicing according to the previous sentence is not considered as electronic invoicing. In the event that it is not agreed with the Customer to send invoices via e-mail, invoices are sent by registered mail to the address of the Customer's registered office, unless otherwise stated in the Contract.

#### **4) Delivery of goods**

1. The delivery terms "DAP" are used for delivery. delivery to the place of destination by the customer. The supplier will deliver the goods, if the order exceeds 5.000 CZK without VAT at his own cost, up to 5.000 CZK excl. . The goods are unloaded at the customer's expense. The goods or the provided service are delivered at the moment of their receipt by the customer or by another responsible person designated by the customer at the designated place, according to the previous sentence. Upon receipt of the goods or services, the Customer shall confirm the receipt to the Supplier on the delivery note. The supplier shall hand over to the customer, together with the goods, respectively. service and all necessary documentation, according to valid legislation.

2. The Supplier shall be entitled to deliver goods or services to the Customer through partial deliveries, unless otherwise specified in the Contract. The Customer is also obliged to take over the partial delivery of goods, except for other contractual arrangements, see the previous sentence.

3. The Supplier undertakes to deliver standard goods within 2-3 working days from the date of receipt of a binding order, Contract, by the Customer, unless agreed otherwise between the Parties. If the standard goods are not in stock, the customer is informed in writing, including information about the current delivery date and possible replacement, and it is fully up to the customer to decide whether or not to accept the replacement. For goods or services made to order, the term is set in advance in the offer and is dependent on the date of receipt of a binding order, with respect to the date of the offer, and in relation to the full capacity of production. The exact delivery date for special goods or services is confirmed to the customer in writing within a maximum of 3 working days from the date of receipt of the binding order. In the case of the provided service, the term of delivery is also influenced by the possible late release of the delivered semi-finished products into production, delivery of different sizes of semi-finished products, from the semi-finished products agreed in the Contract. The customer will be informed in writing of all these facts before work commences and work will not be counted before the written approval of possible price increases, as part of the preparation of semi-finished products, eventually confirmation of a longer delivery term for the above mentioned reasons.

## **5) Acquisition of property right**

1. The property right to the goods or services provided under the Contract shall be transferred to the Customer at the moment of full payment of the purchase price, including accessories, but not before the goods or services are delivered to the Customer.
2. The risk of damage passes to the customer at the moment of delivery of the goods or the provided service, but at the latest together with the acquisition of the ownership right to the delivered goods or the provided service.
3. In the event of a defect or possible non-compliance, the Customer shall, without undue delay, ie within 2 working days, unless otherwise specified in the Contract, send to the Supplier written information on the detected defects, non-conformities, upon receipt of goods or services and shall be obliged to resolve these ascertained defects and non-conformities. In its written communication, the Customer is obliged to state the number of the delivery note with which the goods or service received with the defects, non-conformities found.
4. If the Customer fails to fulfill the obligation under the preceding paragraph, his claims from defects, non-conformities detectable during the inspection of the goods or services, upon their acceptance and the goods shall be deemed impeccable.
5. If the goods, the service, at the time of delivery, had a hidden defect that could not be detected during the inspection of the goods or service, the customer is obliged to inform the supplier about this in writing within 7 working days at the latest from the detection of such defect. If the customer fails to comply with this obligation, his claims from this defect shall expire.

## **6) Supplier's responsibility**

1. The Supplier is responsible for the impeccable delivery of goods or services to the Customer within the specified period specified in the Contract.
2. The Supplier shall not be liable for any damage incurred by the Customer as a result of failure to deliver or delay the delivery of goods caused by the carrier, strike, flood, material shortage, or other objective cause not caused by the Supplier and not objectively foreseeable at the time of conclusion of the Contract. In this case, the Customer is obliged to take over the delivered goods, if the Supplier is able, to deliver the goods.
3. The Supplier shall not be liable for any damage incurred by the Customer as a result of improper handling of goods that are in conflict with the instructions or the documentation supplied to the Customer by the Supplier. In particular, damage caused by mechanical handling of the goods is meant by forcibly tampering with the goods, improper handling, various adjustments to the goods, inappropriate storage and other unprofessional ways of handling the goods.

4. The Supplier shall be liable to the Customer for damages, only up to the price of the specific goods delivered by the Supplier, with which the damage is connected and if the Customer's claim is justified, up to a maximum of CZK 500,000.

### **7) Properties of delivered goods, services**

1. The Supplier is obliged to deliver the goods or the provided service in the quantity, quality and execution specified in the Contract.

2. In the case of specially manufactured goods, the Supplier reserves the right to deliver the goods differently from the quantity agreed in the Contract, to the extent: at least 1 piece, maximum 10% more or less than the data stated in the Contract. The Customer undertakes to accept the delivered goods and to pay the purchase price proportionally adjusted to the amount corresponding to the actually delivered quantity of goods.

3. The Supplier reserves the right to change the technical parameters of the goods compared to the illustrations, drawings, technical data and other specifications of the goods specified in the Contract, provided that the goods are delivered in the same or higher agreed quality. In the case of provided services, the supplier has no right to change the technical parameters without prior written confirmation from the customer.

4. The supplier is responsible for the appropriate packaging of the goods upon delivery and bears their costs.

5. The supplier is not obliged to take back the goods that the customer ordered incorrectly, respectively. for such goods, which he no longer wants, even though he duly ordered these goods and the customer is obliged to take over the goods. If the supplier accepts such goods, the goods must be returned to the supplier in unused, original undamaged and unwritten packaging. Furthermore, the goods must not be damaged, described by engraving or otherwise marked. If the goods are returned, see above, and also if the customer refuses to take over the goods, for reasons stated in the first sentence of this paragraph, ie due to incorrect ordering or additional loss of interest in the goods, the customer is obliged to pay a cancellation fee of 20% of the price of the delivered goods excluding VAT in the case of standard goods and 100% of the price of the goods excluding VAT in the case of custom-made goods. In the event that the goods are not accepted by the supplier pursuant to this paragraph, the customer shall be obliged to pay 100% of the price of the goods.

### **8) Compensation money**

1. In the case of ordering special goods made to order, both contracting parties have the right to cancel the Contract before delivery of the goods, by paying a severance payment of 20% of the price of the ordered goods to be delivered. In the event that the supplier has already incurred the cost of delivery of the goods, the customer is also obliged to pay for these, demonstrably incurred costs.

### **9) Quality guarantee**

1. The supplier guarantees the delivered goods for 6 months from the moment of delivery of the goods. The warranty does not apply to defects caused by the causes specified in Article VI, paragraph 3.

2. If the goods are defective during the warranty period, which is covered by the quality guarantee, the customer is obliged to inform the supplier in writing without undue delay, ie within 3 working days at the latest, from the discovery of a specific defect. If the customer fails to comply with this obligation, his quality liability claims shall expire.

3. The supplier's liability for defects covered by the quality guarantee does not arise if such defects were caused after the passing of the risk of damage to the goods by external events and were not caused by the supplier or persons with whom the supplier fulfilled his obligation.

### **10) Claims for defects in the delivered goods**

1. If the Customer duly complained about defects of the delivered goods according to these GTC, and the claim was acknowledged by the Supplier in writing as justified, the Customer is entitled to request the removal of the defect by the Supplier. The Supplier is obliged to remedy the defect at its own expense within 30 working days at the latest, unless otherwise agreed by contract.

2. If the removal of the defect is not objectively possible or expedient, but the goods can still be used for the agreed purpose, the parties can agree on compensation, eg in the form of a reasonable discount on the purchase price. If there is no agreement on a reasonable discount on the purchase price, the customer has the right to exchange the goods within a reasonable time. This period is 30 days for standard goods. In the case of specially manufactured goods, the supplier is offered the current delivery date according to the full capacity of the production, with the customer having the option of accepting the offered period or withdrawing from the contract. New goods will be delivered at the same time as the original goods are returned in the original, undamaged and in no way described packaging.

3. If the Supplier fails to comply with its obligation to remedy the defect, even though the Supplier has been asked to do so in writing, the Customer is entitled to remedy the defect on the Supplier's account. This provision does not apply if the removal of the defect is not objectively possible or expedient and the supplier has informed the customer in writing.

### **11) Withdrawal from the contract**

1. If the supplier is in delay with the delivery of standard goods for more than 14 days, he shall notify the customer of a new delivery date. In such a case, the Customer is entitled to agree to the newly proposed delivery date or has the right to withdraw from the Contract.
2. If the supplier is in delay with specially delivered custom-made goods for more than 30 days, the supplier shall notify the customer of a new delivery date. In such a case, the Customer is entitled to agree to the newly proposed delivery date or has the right to withdraw from the Contract.
3. The supplier has the right to withdraw from the contract if the customer is in delay in paying the price or part thereof for more than 30 days and also in the case of the customer in delay for more than 30 days in paying the purchase price or part thereof for any previous contract concluded between Contracting Parties.
4. Each Contracting Party shall be entitled to withdraw from the Contract if the other Party breaches the confidentiality obligation under Article XIV.
5. The contract may be withdrawn at any time after the reasons for withdrawal have arisen. The only condition is that the reason for withdrawal is still valid and is not removed by the party in breach of the contract.

### **12) Returned goods**

1. If the goods are to be returned to the supplier for any reason, the customer is obliged to return the goods in the original packaging within 10 days from the moment when the right of return arose so that the codes that are placed here.

### **13) Contractual penalties**

1. Each Contracting Party undertakes to pay to the other Contracting Party a contractual penalty of CZK 1,000,000 if it breaches any confidentiality obligation under Article XIV. of these GBT. This contractual penalty shall not affect the right to compensation.
2. The Supplier is obliged to pay the Customer a contractual penalty of 0.1% of the price of undelivered goods for each day of delay in delivery of the goods.
3. The Customer is obliged to pay a contractual penalty of 0.1% of the outstanding price of the goods, for each day of delay in its payment.
4. If the Customer's business terms and conditions relating to the contractual relationship in parallel with these GTC provide for a contractual penalty or default interest in a different amount, the conditions stipulating a higher contractual penalty and higher default interest shall apply. However, if the terms and conditions of the customer stipulate a contractual penalty and interest on late payment for each

contracting party in a different amount, the contractual penalty and interest on late payment shall apply only in accordance with these GTC.

5. In the event that the Customer's GBC stipulates a contractual penalty or other penalty as a breach of an obligation that is not secured by a contractual penalty by these GBTC, such contractual penalty or other penalty is considered to be inconsistent with these GBTC and as such will not be applicable between the parties.

6. The total amount of any contractual penalty or penalty may not exceed the maximum price of the subject of the contract for which the right to this contractual penalty arose.

#### **14) Confidentiality obligation**

1. Both contracting parties are obliged to maintain confidentiality of all facts that they learn in connection with contractual relations concluded under these General Terms and Conditions. In particular, neither Contracting Party shall be entitled to disclose to third parties information relating to the content of contracts, quotations for standard and custom goods, pricing policies, etc. Furthermore, neither Party shall be entitled to disclose to third parties and information related to production processes, trade policy, and know-how of one of the contracting parties. Neither Contracting Party shall be entitled, without written consent, to make available to a third party any documents received or received by a third party. received from the other party, including drawings, samples, etc.

2. Neither Party may misuse information it learns in connection with trading with the other Party for the benefit of any other person.

3. The Contracting Parties undertake to use the information and the know-how obtained with them only in the framework of their mutual business relations, in particular they will not use it for their own production or for any supply or information to the competition of the other Contracting Party.

4. The contracting parties undertake to disclose the information only to the necessary circle of workers involved in the fulfillment of tasks in the orders, respectively. delivery of goods / services.

5. The Contracting Parties undertake to take appropriate measures to ensure that the subcontracting personnel of the Contracting Party keep the information confidential to the same extent as the Parties themselves and use this information only for the purpose of subcontracting. Each Contracting Party shall be liable to the other for breach of the obligation of confidentiality of information subject to the confidentiality obligation under these GTC by its subcontractor as if it breached the duty itself.

6. All documents, including drawings, samples, etc., provided by the contracting parties shall remain the property of the respective contracting party. The documents may not be copied or further distributed for the purpose of providing to third parties.



7. The transfer of information does not involve the granting of a license. New marks originating from one of the Contracting Parties shall retain all rights, particularly in the case of the granting of a license, patent or registration of a utility model.

## **15) Protection of personal data**

1. The protection of personal data collected, collected and / or processed by the Contractor under the Agreement, in connection with the Agreement and / or in dealing with the Customer and relating to natural persons on the part of the Customer (data subjects) shall be governed by:

- a) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (General Data Protection Regulation) (Text with EEA relevance) EEA relevance) (hereinafter referred to as the 'GDPR Regulation'); and
- b) generally binding legal regulations of the Czech Republic (hereinafter referred to as "the Czech Republic") concerning the protection of personal data and / or adopted in the Czech Republic for the purpose of adapting the GDPR Regulation.

2. The supplier processes the personal data of the data subject for the purposes of:

- a) performance of the Treaty on the basis of Article 6 (1) (a) (b) GDPR;
- b) compliance with the supplier's legal obligation laid down in a generally binding legal regulation pursuant to Article 6 (1) (b); (c) GDPR (eg supplier's obligation to keep accounting and tax documents)
- c) the legitimate interests of the Contractor, in particular the determination, exercise or defense of the Contractor's claims under Article 6 (1) (a). (f) GDPR

3. Personal data will be processed only for the time necessary for the purpose of their processing. Having regard to the above:

- a) for the purpose referred to in Article XV. paragraph 2 (a) | a) personal data will be processed until the expiry of the obligations under the relevant Agreement concluded with the data subject. This is without prejudice to the possibility for the Supplier to further process such personal data (to the extent necessary) for the purpose pursuant to Article XV. paragraph 2 (b) or (c)
- b) for the purpose referred to in Article XV. paragraph 2 (a) | (b) personal data shall be processed for the duration of the relevant legal obligation of the supplier

- c) for the purpose referred to in Article XV. paragraph 2 (a) | c) personal data will be processed by the end of the 5th calendar year following the end of the contractual obligations (ie after the warranty period has expired). In the event of the commencement and duration of a judicial, administrative or other proceeding in which the rights or obligations of the supplier in relation to the relevant data subject are addressed, the processing of personal data for the purpose referred to in Article XV shall not expire. paragraph 2 (a) | (c) before the end of such proceedings.

4. In relation to the aforementioned purposes of processing personal data, the Supplier processes the following categories of personal data:

- a) the name and surname of the person
- b) email address used for electronic communication purposes on behalf of the customer
- c) telephone numbers used for telephone communications on behalf of the customer
- d) Customer ID, if this is a natural person
- e) Customer's VAT number, if this is a natural person
- f) the registered office of the customer if this is a natural person
- g) the position of the person used for the purpose of assigning a specific person within the customer and the possibility of identifying the person within the customer to contact

5. The Supplier is entitled to transfer personal data to recipients with whom it has concluded a contract on the processing of personal data and who will process personal data for the Supplier as its processors.

6. At the latest by the end of the calendar quarter following the end of the processing period pursuant to paragraph 3 of this Article, the relevant personal data for which the purpose of the processing has passed shall be destroyed (by shredding or otherwise ensuring anonymized).

7. In relation to the processing of their personal data, data subjects have a number of rights, including the right to request from the supplier access to their personal data (under Article 15 of the GDPR), rectification or deletion (under Article 16 or Article 17 of the GDPR), processing restrictions (under Article 18 of the GDPR), and to object to processing (under Article 21 of the GDPR), as well as the right to data portability (under Article 20 of the GDPR).

8. If the data subject considers that his / her personal data are being processed in a lawful manner, he / she has the right to contact the supplier for redress. If the request of the data subject is found justified, the Supplier shall immediately remedy the defective condition. This is without prejudice to the possibility for the data subject to file a complaint directly with the Office for Personal Data Protection.

9. The provision of personal data by the data subject is a contractual requirement. The data subject is not obliged by law to provide personal data, but the supplier needs this data to conclude and fulfill the Contract.

10. By concluding the agreement, the data subject confirms that he / she has become familiar with the information on the processing of personal data referred to in this Article of the GBTC.

## **16) Final provisions**

1. The limitation period between the Contracting Parties shall be three years.

2. If the terms and conditions of the customer are used in parallel with these GBTC and the discrepancy between these GBTC is only a different length of the limitation period, the longer period shall always be used, thus eliminating the discrepancy between the two GBTC.

3. The Supplier is entitled to unilaterally but in a reasonable manner change the content of these GTC with regard to the obligation to inform the Customer about this in writing at the latest within 10 days of the changes made to the GTC. The customer is then entitled to terminate his contractual relations with the supplier in writing, with a notice period of 3 months. In such a case, the Contract shall be governed by the original wording of the GBC until the expiry of the notice period. If the customer does not terminate the contract in writing within 10 days from the delivery of the new version of the GTC, it is deemed to accept the new version of the GTC.

4. Any changes to the GTC may only be made in writing.

5. Contracts concluded on the basis of the GTC are valid only in writing. For the purposes of these GBTC, the written form must be kept even if the Contract is sent by e-mail or fax.

6. The District Court in Frýdek-Místek is always competent and locally competent to hear disputes that arise between the parties in connection with the Contracts concluded pursuant to these GTC, even if the other GTC designating another court are used in parallel.

Rychaltice, 01.07.2019

Iveta Gufrovičová - managing director