

These General Business Terms and Conditions apply to all agreements concerning the sale and supply of goods by MATEICIUC a.s. By ordering the goods the Buyer accepts these terms and conditions and by signing the "Order accepted" form the Buyer confirms understanding of these terms and conditions. These General Business Terms and Conditions come into force on 1 January 2019 and replace the General Business Terms and Conditions as of 1 September 2017.

I. Realization of supplies

- 1) The Seller's supplies of goods are realized based on the Purchaser's orders.
- 2) Each order shall contain:
 - Order number, date;
 - Buyer's data: address, contact person, phone number, fax, Company Identification No., Tax Identification No., bank connection, account number, incorporation in the Business Register of the Trades Licensing Office, certificate of Tax Identification number registration;
 - Specification of the required goods: identification, code, type, dimensions, quantity, packaging, eventually other nonstandard requirements;
 - Price (cf. clause II);
 - Required pickup date/delivery date (cf. clause IV.2.1);
 - Required manner of pickup/delivery (cf. clause IV.2.2, IV.2.3);
 - Payment terms (cf. clause III.).
- 3) The Seller shall confirm the order in writing or via email without undue delay so that it sends the Buyer the "Order accepted" form via email within 2 working days. In case the Seller is not able to meet the requirements in accordance with the sent order, it shall discuss an alternative solution with the Buyer by phone or in writing.
- 4) In case the Buyer discovers any discrepancies in the "Order accepted" form, it is obliged to inform the Seller within 24 hours by phone: +420/556 312 462, via email: objednavky@mateiciuc.cz, or by fax +420/556 730 417. If the Seller is not informed of the possible changes and discrepancies within 24 hours after the "Order accepted" form is sent, the order shall be considered as binding for both Parties.

II. Purchase price

- 1) The purchase price is stipulated by a purchase agreement, price offer or another agreement between the Seller and the Buyer. After the goods are ordered, the Seller confirms the purchase price in the form "Order accepted".
- 2) In case the goods are supplied outside the Czech Republic, the prices including packaging are set in EUR.
- 3) The prices are valid for the validity period of the purchase agreement, eventually of a time-limited price offer between the Seller and the Buyer.
- 4) The Buyer undertakes to pay the purchase price for the received goods. The Buyer acquires a proprietary right to the goods after the total price including VAT, transport costs and packaging is paid.

III. Payment terms

- 1) Unless agreed otherwise between the Parties, the purchase price is due in advance in cash or by means of a wire transfer to the Seller's bank account.
- 2) The invoice (tax document) shall be issued to the Buyer usually on the second day after the goods are shipped and shall be sent via email and consequently, upon request, by post.
- 3) In case of nonstandard goods or custom-made goods the Seller shall always require payment of the purchase price in advance or in cash, unless provided otherwise in writing.
- 4) The Buyer is not entitled to withhold the total purchase price, or its part, due to any counter-receivables of the Seller or due to any claim, and is not entitled to unilaterally deduct any amount against the charged purchase price of goods or interests on late payment. In case this provision is breached, the Buyer is obliged to pay the Seller without undue delay a contractual penalty in the amount equal to the withheld or unilaterally deducted sum.
- 5) It is possible to assign or pledge the Buyer's receivables arising from the agreement concluded with the Seller to third parties only based on the Seller's written consent. In case the Buyer assigns or pledges any receivable arising from such agreement without the Seller's written consent, the Seller is entitled to a contractual penalty in the amount equal to the assigned or pledged receivable or its part.
- 6) In case the Buyer is in default of payment of an invoice, agreed advance payment or another financial liability, the Buyer shall pay the Seller a contractual penalty amounting 0.4 % of the amount due for each even initiated day of delay. This contractual penalty does not affect the claim on compensation. The Parties declare accordingly they consider the agreed amount of contractual penalties as reasonable and waive a right to demand their decrease in court.

IV. Logistic requirements

IV.1. Packaging

- 1) The Seller is obliged to ensure for each order proper packaging adequate to the nature of goods and the transport means utilized.
- 2) The Seller shall charge to the Buyer the returnable packaging in the amount of 100 % of its acquisition price. The price of packaging – wooden drum – amounts CZK 6,000/pcs (OPTOHARD and VARIOFLAT tubes) provided that in case of its return:
 - Within 6 months the paid price shall be refunded in full extent (decreased by CZK 100 – amortization);

- Within 7 up to 12 months the paid price shall be refunded decreased by 10% for each initiated month as of the 7th month;
 - After 12 months the paid price shall not be refunded. The refund of the paid price of packaging or its proportional part is subject to the conformity of the returned packaging number set in the issued invoice. In case the packaging is damaged, the price to be refunded shall be decreased by the amount necessary for its repair.
- 3) The costs for transport of returnable packaging back to the Seller shall be paid by the Buyer, unless agreed otherwise.

IV.2. Supplies

- 1) The supplies shall be realized within the agreed delivery period that is stipulated in the "Order accepted" form.
- 2) In case the Buyer requires within the order ensuring of transport to a designated place of destination, it is obliged to define:
 - Accurate address of the place of destination, contact person and phone number;
 - Manner of goods' shipment: by post (PROFI parcel), České dráhy (Czech Railways), in the Seller's truck or in a truck of the Seller's contractual partner, or otherwise based on a prior agreement. In case of a PROFIL parcel, the postage shall be charged according to the valid tariffs + packaging charge according to the volume and weight of a consignment.
- 3) The delivery of goods is governed by INCOTERMS 2010: FCA Odry, unless the Parties agree otherwise.
- 4) The Buyer shall take over the goods at a delivery place to verify whether the supply does not contain any obvious defects (assortment, quantity, quality, undisturbed packaging). After the Buyer takes over the goods, it shall confirm the delivery note.
- 5) In case the supply shows some quantity defects that are recorded in the confirmed delivery note, the Seller shall supply the missing goods within 5 working days within the Czech Republic and within 20 working days abroad.
- 6) The Buyer is obliged to ensure unloading of goods at the delivery place, eventually loading of returnable packaging, at its own expense.
- 7) The risk of damage shall be transferred to the Buyer the moment the goods are taken over.

IV.3. Storage

IV.3.1. Storage of tubes

- 1) It is necessary to protect the stored tubes against detrimental effects – thermal radiation, direct sunshine (tubes do not contain any UV stabilizer), mechanical damage, effects of organic solvent, etc.
- 2) Coil must be stored in horizontal position, maximum storage height 2 m and maximum storage time up to 3 months.
- 3) The assembly temperature is from -5°C to +50°C.

IV.3.2. Storage of profiles

- 1) It is necessary to store the profiles in dry premises in a horizontal position. The maximum recommended storage period is in case of profiles with a paper and PE tape, maximally 18 months, and in case of other profile types 24 months maximally.

V. Warranty, claims

- 1) The period and process of a warranty period is governed by the appropriate provisions of the Civil Code.
- 2) If the Buyer finds some hidden defect on goods, it shall send the Seller a written claim within 5 working days after the defect is found out. The Seller is obliged to suggest to the Buyer a method for claim settlement without undue delay, at the latest within 3 weeks after the claim is received.
- 3) The Parties have agreed that if the performance is defective and the defect is removable, the Buyer may not ask for any discount from the price provided that the Seller removes the defect properly within a reasonable period or replaces the defective article by a faultless one.
- 4) The Seller is not responsible for any damage caused during the installation of goods, by non-observance of the recommended application procedure or instructions defined in the relevant documentation, by improper manipulation or storage, ordinary wear and tear, or by the third party. The Seller is not responsible for any ordinary mechanical damage (crushing, scratches, deformation of ribs) of the outside tube surface (DUOHARD, DUOFLEX, KLIMAFLEX), caused by production technology or transport, having no influence on the functionality of the goods.
- 5) If the Buyer finds some damage on goods, it shall not confirm the documents during the takeover of goods. The Buyer shall make a record and lodge a claim towards the carrier.
- 6) The Seller is responsible for damage caused by breach of its obligations. The Seller is not responsible for any lost profit of the Buyer and is responsible for the real damage; however, the maximum is the price of goods paid by the Buyer and being damaged.
- 7) Upon request, the Seller shall provide the Buyer with a written certificate of conformity, certifications, eventually test protocols, if they apply to the produced goods.

VI. Miscellaneous

- 1) Any manifestation of the Parties made during negotiations on the agreement or any manifestation made after the agreement is concluded shall not be interpreted in conflict with the express provisions of the agreement and it shall not constitute any liability to any Party.

- 2) The Seller's rights arising from the agreement or its breach shall lapse within four (4) years after the day when the rights were applied for the first time.
- 3) The Parties do not wish any rights and obligations to be implied, beyond the express provisions of the agreement, from the current or future practice introduced between the Parties or from the traditions observed generally or in the sector concerning the subject matter of the agreement, unless provided expressly otherwise in the agreement. In addition to the above mentioned, the Parties confirm they are not aware of any business traditions or practice introduced between them.
- 4) The Parties have informed each other all the factual and legal circumstances they were aware of or had to be aware of when signing the agreement and such circumstances that are relevant in relation to the conclusion of the agreement. In addition to the assurances provided by the Parties in the agreement, the Parties shall not have any other rights and obligations related to any facts which incur and which the other Party did not provide information on when negotiating the agreement, except for a case when the Party intentionally misled the other Party about the subject matter of the agreement.
- 5) The Buyer's reply with an amendment or deviation is not any acceptance of the offer to conclude the agreement though it does not significantly change the terms and conditions of the offer, in accordance with Section 1740 (3) of the Civil Code.
- 6) The Parties exclude the application of the following provisions of the Civil Code to this agreement: Section 557 (contra proferentem rule), Section 1805 (2) (ultra duplum prohibition) and Section 2950 (damage caused by information).
- 7) Any liability arising from the agreement or from these General Business Terms and Conditions is not a fixed liability unless otherwise provided expressly in the agreement.
- 8) The Parties expressly confirm that the general contractual terms and conditions are based on the Parties' negotiations and that each Party had the opportunity to influence the contents of the general terms and conditions of a purchase agreement.
- 9) Other rights and obligations of the Parties shall be governed by the appropriate provisions of the Act No. 89/2012 Coll., Civil Code, as amended.