

General business conditions

SLAVÍK – technické plasty s. r. o.

with its offices at: Hlučínská 91/47, 747 14 Ludgeřovice

Reg. No.: 268 39 890

Tax Reg. No.: CZ26839890

Incorporated in the companies register at the Regional Court in Ostrava, section C, insert 28097 as a seller (hereinafter referred to only as “supplier”) on one side

Definition of conceptions:

For the purposes of these general business conditions the following conceptions are understood as follows:

Supplier: SLAVÍK – technické plasty s. r. o., with its offices at Hlučínská 91/47, 747 14 Ludgeřovice, Reg. No.: 268 39 890, Tax Reg. No.: CZ26839890, Incorporated in the companies register at the Regional Court in Ostrava, section C, insert 28097 (hereinafter also referred to only as „STP“)

Purchaser: any legal person or natural person who/which is a holder of licence to do business in any line of business and who/which is a party in contractual relation with STP which arose in a way stated further or which arose in any other way if such natural or legal person overtook the obligation to take goods from STP or if STP is obliged to perform work for such person or to provide service to it.

Contract: purchase contract, contract for work, eventually contract called in any other way (hereinafter referred to only as „contract“) or also an order which was concluded in below described ways.

I.

1. Any individual order is understood to be a purchase contract the conditions of which are governed by the conditions stated in these general business conditions (hereinafter referred to only as „conditions“). The conception “contract” is /further in the wording/ used for validly accepted order.
2. This one of the following documents which is drawn up by one contractual party and delivered to another contractual party as the first is understood to be a draft leading to conclusion of contract:
 - a) order of goods in writing drawn up by purchaser and delivered to supplier,
 - b) offer to deliver the goods drawn up by supplier and delivered to purchaser (hereinafter referred to only as “draft“).

An offer of delivery of goods made in a form of advertisement (advertising leaflet), in catalogue or by exhibition of the goods is not understood to be a draft leading to conclusion of contract, the draft must be duly delivered by the proposing contractual party (hereinafter referred to only as "proposer") to the other contractual party (hereinafter referred to only as "addressee").

3. If the certification of acceptance of draft by addressee will include reservations as of subject or conditions of draft or any other change, namely including such reservations, supplements and deviations which do not change the conditions of the draft substantially pursuant to the article 1740 par. 3 of the Civil Code such certification will be understood to be a dismissal of the draft and at the same time to be a counterproposal (hereinafter referred to only as "counterproposal"). The procedure pursuant to the first sentence of this paragraph will be analogically repeated in case of other reservations or differences included in acceptance of counterproposal.
4. If it is not stated otherwise in the contract these approved general business conditions for deliveries of goods or for provision of services (hereinafter referred to only as „conditions“, or „general business conditions“) are an integral part of concluded contract. Deviations from these general business conditions are valid only if the deviations from these general business conditions are explicitly stipulated in the contract.

II.

1. The purchaser is authorized to place the orders in writing by fax, phone or personally as it wishes and needs. Also an e-mail communication is understood to be the order in writing.
2. The order must be expressly accepted by the supplier in order to be valid. The partial purchase contract is concluded at the moment of acceptance of the order by the supplier. The conditions of this contract are governed by these conditions. This does not relate to particular conditions of the delivery which are subject matter of accepted order. Certification of the order by supplier is understood to be the acceptance.
3. The supplier is obliged to deliver the goods or as the case may be to start the implementation of the service not earlier than on the day stated in the contract. If a nearer date or an exact date of delivery is not expressly certified in the order acceptance the date of the delivery is based on the will of the supplier.
4. Arrangement of subparagraph 3. of this article does not exclude a right to deliver the goods forthwith or to start the implementation of service promptly after receipt of the order if this is in store just in required quantity or if the supplier has free manufacturing capacities.
5. The supplier simultaneously undertakes itself to implement the deliveries of goods and services in such a way to ensure the most possible fluent operation of the enterprise of

the purchaser and to accommodate the purchaser in all its requirements both as of the dates of deliveries and of the way of delivery.

6. In case the purchaser withdraws the order (cancels it) later than 7 calendar days before originally requested date of delivery or if it amends the order – reduces number of pieces or financial volume of ordered goods – in the same time limit and supplier does not express its explicit consent with such cancellation of the order or with amendment the supplier is authorized to be paid contractual penalty in the amount of 100 % of financial volume of cancelled order or as the case may be in the amount of 100 % of financial volume of reduction of order, namely in the time limit of 15 days from the date of settlement of contractual penalty from the side of supplier.
7. If there is a payment of advance by the purchaser stipulated in the contract the supplier is obliged to initiate the fulfilment of the delivery only after payment of advance. The time of fulfilment is prolonged by the time of delay in payment of advance prolonged by other five working days. If the purchaser is delayed in payment of advance by more than ten days it is understood that it withdraws of the order and this is cancelled from its beginning on eleventh day following the date of maturity of advance.

III.

1. The offices of business premises SLAVÍK- Technické plasty s.r.o., Křišťanova street 1122, premises Veolia a.s., 702 00 Ostrava are always the place of fulfilment which means the place of delivery if not stated explicitly otherwise.
2. The delivery is implemented at the time of takeover of the delivery by the purchaser at the place and in time of delivery. If none of the persons who are authorized to take the delivery over for the purchaser is present at the moment of delivery the delivery is implemented at the time of termination of delivery at the place of delivery.
3. If the transport of delivery to the purchaser is implemented by the means of public transporter the delivery is implemented by handover of the goods to this public transporter.
4. The risk of damage in delivery passes to the purchaser at the moment of delivery. The contractor is not obliged to insure the delivery against damages which arose during transport to the purchaser and risk of damage in delivery passes to the purchaser at the moment of handover of the delivery to the public transporter.
5. The supplier is authorized to tell the time of delivery (if this is the time of delivery outside common working hours which means from 6.30 a.m. to 2.30 p.m. on working days) to the purchaser as it wishes while there apply the same conditions as for the way of ordering therewith there is no need to certify the term of delivery by purchaser explicitly.

IV.

1. The right of ownership to the delivered goods passes to the purchaser at the moment of delivery.
2. In case the purchaser is in delay in payment of the price of previous delivery (including delivery implemented based on independent contract) or eventually it is in delay in payment of even only a part of previous delivery the supplier is authorized:
 - to refuse implementation of so called delivery on invoice;
 - to require payment of previous delivery in payment of which the buyer is in delay and to require payment of current delivery before time of delivery or in cash at the time of delivery. The delay in payment of previous delivery may be understood by the supplier to be a delay in payment of advance.
3. Payment of the price in cash at the cash desk of supplier or putting the financial means down to the account of the supplier stated in tax document (invoice) which accounted the price of delivery is understood to be payment.
4. Putting the financial means corresponding with the price of delivery down to another account than to the one stated in tax document (invoice) which accounted the price of delivery is not understood to be payment.
5. The supplier is authorized to include any payment sent by the purchaser in compensation of delay interests and/or contractual penalties if the purchaser has obligations to the supplier out of these reasons. The supplier is obliged to inform the purchaser about this inclusion after implementation of it and to warn it of the amount of arrears of the price of delivery the price of which should have been paid by the remitted payment.

V.

1. In case the purchaser finds out that implemented delivery is defective it is authorized to exercise the right of liability for defects (hereinafter referred to only as "claim") for defects of delivery in the following terms:
 - claim to amount and kind of delivered goods not later than on the working day following the date of delivery;
 - claim to evident defects of delivered goods and defects which can be found by standard takeover not later than on the working day following the date of delivery;
 - claim to functional defect of the goods not later than on the working day following the date when the functional defect of the goods was found out however not later than in 14 days from the date of implementation of delivery.
2. In case the defects of the delivery are claimed later than in terms stated above the supplier is not obliged to deal with the claim materially and it is authorized to refuse to accept it because of vain lapse of time limit of claim. This agreement does not exclude – in cases when there are demonstrable reasons deserving a special focus on the side of purchaser – a right of the supplier to deal with a delayed claim and to accept it in a case of its material justifiability.

3. In case of claim which is in time and which is justified (accepted by supplier) the supplier obliges itself to remove the found defects or to deliver substitute goods in term which it will determine in acknowledgement of the claim. The choice of the way of solution of justified claim is up to the supplier.
4. The purchaser has been informed about the fact that the contractor is not responsible (it is not possible to make a complaint) for the defects caused by
 - material and/or workmanship of certain structural element and/or tool for a certain purpose of use the goods if the material and workmanship are defined in documentation (drawing, order) which was delivered by the purchaser while the delivery (goods) was (were) produced in accordance with that documentation. The ordering party then does not have right from non-performance if the defects of delivered goods arose by use of material delivered by purchaser and/or material which was used based on requirements and specification of ordering party in documentation. The specification in the order is valid in case of discrepancy of material specifications stated in the order and in drawing documentation.
 - activity of the third party or of the ordering party itself (for example by unprofessional intervention in the goods, by unskilled assembly and maintenance, by improper warehousing, handling or by effect of aggressive environment, by use of the goods for other purposes than defined in documentation)
 - wear and tear of the goods caused by its common use.
5. The contractor reserves structural changes and deviations in colour tone of the goods.
6. All technical data, data of dimensions, colour and weight are understood in tolerances corresponding with valid standards in a branch in question.

VI.

1. A delivery note will be handed over to the officer of purchaser taking over fulfilment of each individual delivery together with the delivered material. There will be a delivery of the goods and of implemented service, unit price and total price specified in units in such delivery note.
2. If a returnable container is a part of delivery it will be marked in the delivery note including price of such returnable container. The price of returnable container then becomes a part of a price of delivery. The supplier undertakes to repurchase the delivered returnable container from purchaser if purchaser requires for that in 6 months from the date of implementation of the delivery in question, namely for the price for which the contractor delivered the returnable container to the purchaser reduced by the wear and tear of that returnable container.
3. Tax document (invoice) is the basic document for payment of the price of delivery. This document must include (besides general requisites of tax document) also a detailed specification of delivery, unit prices, amount, price of transport if the transport to the purchaser is arranged by own transport of supplier, price of delivered returnable

containers and number of order. Such specification may be implemented with reference to delivery note or to another document containing this specification.

4. If the transport to the place of delivery is not arranged by own transport of supplier the supplier is authorized to increase the invoiced price of individual partial fulfilment by the price of transport /when compared with delivery note/ which price was not known at drawing up the delivery note.
5. The invoice is payable in 15 days from the date of implementation of delivery or as the case may be from the date of dispatch of invoice if another maturity is not explicitly stated in contract.

VII.

1. If the purchaser is in delay in payment of its obligations it is obliged to pay contractual delay interest to the supplier in the amount of 0,05% daily /of the amount the payment of which it is in delay in/ for each day of delay.
2. If the ordering party requires fulfilment at manufacturing orders in extremely short delivery times (in five working days from the moment of ordering) the supplier is authorized to increase the price of fulfilment, namely by up to 100% when compared with the price stipulated in the contract, namely at each individual express delivery with the view to higher expenses connected with provision of such requirements and to inefficiency of use of its manufacturing devices.

VIII.

1. Legal relations not dealt with by these conditions are governed by the Czech law, namely by corresponding provisions of the act no. 89/2012 Sb., Civil Code of the Czech Republic as amended by later regulations.
2. In case of incongruity or of differing provisions of contract when compared with these conditions the provisions of contract prevail over the differing provisions of these conditions.
3. The business conditions of purchaser are ineffective and non-applicable for contractual relations established between the supplier and purchaser and individual contracts (accepted orders) with the exception of cases when the supplier expresses its previous explicit consent in writing with application of chosen specific provisions of business conditions of purchaser.
4. The contractual parties hereby declare that these conditions are the result of their mutual negotiation. The contractual parties declare (with the view to that fact) that none of the contractual parties considers itself to be the author of the wording either of the contract or of the conditions for the purposes of interpretation of contents of the contract and of these conditions and that is why the terms admitting various interpretation cannot be interpreted

to the account of any of the contractual parties. The terms stated in singular contain also plural and vice versa pursuant to the context of these conditions.

5. The contractual parties hereby declare in accordance with the article 558 par. 2 of Civil Code that the trade customs which are maintained generally or in the branch in question are not taken into account in their legal contact and that trade customs in their legal contact do not take precedence over provisions of Civil Code which are not of non-mandatory nature,
6. Each of the contractual parties declares that it is not grounded on and that it was not influenced by any declarations of the other contractual party which are not included in these conditions or in another contract. It explicitly applies that these conditions supersede any previous written or oral agreements of any character, obligations, plans, programmes, business competitions, notifications on intentions and any other documents related to delivery of the goods between the supplier and the purchaser which were subject of considerations or of negotiations of contractual parties before conclusion of appropriate contract.
7. These conditions will be applied at all trade documents of purchaser which means also at its demands, orders, acceptance of offers and the like.
8. The purchaser takes into account that these conditions are applied in a wide range of business relations of the supplier from purchase contracts via contracts for work up to innominate contracts and others. With the view to this fact it contains also individual articles and subparagraphs which do not have to/which will not have effect explicitly on specific business relation. However that fact does not anyhow mean non-comprehensibility or uncertainty or any invalidity of these conditions or their specific subparagraphs for any reason.

IX.

1. These conditions become valid and effective /on the side of supplier/ on 1st Dec 2016, on the side of purchaser at the moment when the purchaser expressed consent with these conditions by implementation of binding order or by the acceptance of binding offer of the supplier.
2. If a different amendment is not agreed in this contract the legal relations established by this contract as well as claims arisen from them are governed by the act no. 89/2012 Coll. Civil Code.
3. These conditions become effective on 1st Jan 2017.

In Ostrava on 28th Dec 2016

SLAVÍK – technické plasty s. r. o.
Oto Slavík, executive head