

GENERAL DELIVERY TERMS

1. INTRODUCTORY PROVISIONS

1.1. The subject of these General Delivery Terms (hereinafter the "GDT") is regulation of legal relations between the customer - NYMWAG CS a.s., Reg No.: 08602506, with registered office at: Boleslavská Třída 417/54, Nymburk, ZIP Code 28802, Czech Republic registered in the Register administered by the Municipal Court in Prague, section B, File No. B 24790 (hereinafter the "Customer" and any supplier (hereinafter the "Supplier") of material, goods or services (hereinafter the "Delivery"), delivered to the Customer on the basis of a contract between the Customer and the Supplier, whether this concerns a purchase contract, contract for work performed, or other type of contract or unnamed contract (hereinafter the "Contract").

1.2. Unless explicitly arranged otherwise, these GDT will be an integral element of every Contract concluded with the Supplier, regardless of whether it is concluded in writing or by electronic communication (i.e. simple e-mail order).

1.3. In the event of any conflict between the arrangements contained in the Contract and these GDT, the regulations contained in the Contract apply.

1.4. The current wording of these GDT is always published on the Customer's website www.nymwag.cz

2. CONCLUSION OF THE CONTRACT

2.1. A Contract is concluded between the Supplier and the Contract:

a) on signature of a written Contract; or

b) by confirmation (acceptance) of a written or e-mail order for a Delivery by the Supplier, whereas, in this case, confirmation by simple e-mail message from the Supplier is sufficient.

2.2. If the Supplier confirms the draft of the Contract (order) from the Customer with an attachment or deviation, which does not markedly change the terms of the Contract, such confirmation is not acceptance of an offer within the meaning of Section 1740, paragraph 3 of the Civil Code, or conclusion of a Contract, but simply a new offer.

3. DELIVERY TERMS

3.1. The Supplier is required to deliver the Delivery to the Customer in the quality, design and packaging specified in the Contract. If the Contract or the order by the Customer does not sufficiently specify the required Subject of the delivery, the Supplier is requesting the Customer for additional specification and the Customer is required to provide this specification within a reasonable time limit.

3.2. The Supplier is required to deliver Inception Certificates and other documents of inspection together with the Delivery, on the day of Delivery at the latest, on paper with the delivery bill, or send these on the day of delivery to the address: kontrola@nymwag.cz

3.3. Based on the Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), establishing a European Chemicals Agency Directive 1999/45/EC and repealing Council Regulation (EEC) No 793/93 and Commission Regulation (EC) No 1488/94 as well as Council Directive 76/769/EEC and Commission Directives 91/155/EEC, 93/67/EEC, 93/105/EC and 2000/21/EC ("REACH Regulation") as amended, the Supplier is obligated to supply:

a) Safety Data Sheets (SDS) in the Czech language according to Art. 31 of REACH Regulation or the information according to Art.32 (1) of REACH Regulation for chemicals or its mixtures for which a Safety Data Sheet is not required,

b) the relevant exposure scenarios in an Annex to the SDS in Czech language according to the first subparagraph of Art. 31 (7) of REACH Regulation or the inclusion of the exposure scenario information to the SDS according to the second and third subparagraph 31 (7) of REACH Regulation (information originating from exposure scenario(s) will be indicated as such),

c) REACH registration number in the SDS - subsection 1.1, if available,

d) eventuality justification for the failure to submit any of the above required documents or information.

The Supplier is obligated to submit the Customer with the Safety Data Sheets and other documents or intonation as stated above at least two (2) business days prior to the first Delivery in accordance with applicable legal regulation and subsequently with any revision of these documents or information carried out within the following 12 months after the Delivery of the goods (chemical substances). The Supplier is obliged to deliver an updated version of the documents or information, without any undue delay as of their update or revision. The Supplier is obliged to send the Safety Data Sheets and other documents or information as required above to the address bezpecnostni.lisly@nymwag.cz

3.4. Based on the Regulation (EC) No 1272/2008 of the European Parliament and of the Council of 16

December 2008 on classification, labelling and packaging of substances and mixtures, amending and repealing Directives 67/548/EEC and 1999/45/EC, a Regulation (EC) No 1907/2006 ("CLP Regulation"), as amended, the Supplier is further obligated:

- a) to label the goods (chemical substances) delivered in Czech language (see Art. 17 (2) of the CLP Regulation), and
- b) to label the delivered goods (chemical substances) classified as hazardous substances / mixtures in accordance with Title III. of the CLP Regulation.

3.5. In the event that certificates, Safety Data Sheets and other documents or information as required under provisions of articles 3.2, 3.3 and/or 3.4 hereof are not part of the Delivery, resp. will not be delivered in compliance with the referred provisions, the Supplier considers the Delivery inconsistent, i.e. it considers the Supplier to have failed to make the Delivery duly and on time. The Contracting parties have agreed that breach of duties according to Articles 3.2, 3.3, and/or 3.4 constitutes a material breach of the Contract.

3.6. Unless explicitly determined in the Contract otherwise, the Supplier assures and covers the costs for packaging and carriage of the Delivery. The site of performance is one of the Customer's business premises specified in the Contract. The Customer's premises are located at the following address: Boleslavská třída 418/54, Nymburk, ZIP Code 288 02, Czech Republic. If the site of performance is not specified in the Contract or in the Customer's order, the Supplier is required to ask the Customer to determine the site of performance.

3.7. The Supplier is required to deliver the Delivery to the Customer within the deadline arranged in the Contract, whereas this duty is considered fulfilled at the time of handing over by protocol at the site of performance stipulated in the Contract. Unless arranged otherwise, the Supplier is required to inform the Customer of the Delivery at least 2 business days before the date of planned delivery and ensure delivery of the Delivery on the aforementioned business day between 6:30 a.m. and 2 p.m.

3.8. The Customer is not required to take receipt of a Delivery, which is not delivered to the Customer duly and on time. Deliveries, which were not delivered to the specified site of performance and/or in other than the specified quantity and/or quality and/or packaging and/or containing legal or actual defects and/or not containing all the arranged documents and/or documents prescribed by the legal regulations usual or necessary for due use of the Delivery, are not considered duly delivered.

3.9. The Customer will visually inspect the Delivery to make sure that the Delivery is not damaged, without undue delay after it takes receipt of the Delivery. The Customer will perform a random qualitative inspection of the Delivery as soon as possible after receipt, depending on the character of the Delivery.

3.10. The Customer is required to notify the Supplier of defects in the Delivery established during an inspection in accordance with Article 3.8, within 10 business days of the date these are established at the latest.

3.11. The risk of loss or damage to the Delivery and ownership of the Delivery passes to the Customer at the moment of acceptance of the delivery confirmed by acceptance (handover) protocol.

3.12. The Supplier assumes liability for changes to circumstances within the meaning of Section 1765 of the Civil Code.

3.13. In the event that the subject of the Delivery is completed only after conclusion of the Contract with the Customer, the Supplier will allow the Customer to perform a visual inspection of the progress of preparation, manufacture or completion of the Delivery, whereas the Supplier undertakes to provide free assistance by means of its expert employees.

3.14. In the event that the Supplier delays in due performance of the Delivery or its part, the Customer is entitled to a contractual fine in the value of 0,1% of the total contractual price of the whole Delivery according to the Contract for each day of delay until of the Delivery. If the Customer takes receipt of a Delivery not duly performed, this does not affect the Customer's entitlement to demand this contractual fine in addition to a claim on the basis of defective performance, and also compensation of damages a defective performance and any costs expended by the Customer in relation to the claim.

4. PRICE OF THE DELIVERY AND THE TERMS OF PAYMENT

4.1. Unless explicitly arranged otherwise, the price of the Delivery given in the Contract also includes all the Supplier's costs related to the Delivery.

4.2. The price of the Delivery is due payable within 60 days of the date the due invoice - tax document is issued. The Supplier is only entitled to issue an invoice on the day the Delivery is taken receipt of by the Customer by protocol, without defects, or on the day any claims made on the basis of defects in the Delivery, applied during receipt of the Delivery by the Customer, were settled.

4.3. The Supplier is not entitled to provision of an advance payment on the price of the Delivery, unless explicitly arranged in the Contract.

4.4. In the event of delay in payment of any amount arising from the Contract or related to it, the Supplier is entitled to contractual interest on late payment in the amount of 0,01% of the owed amount per day.

4.5. The Supplier is not entitled to assign, mortgage or unilaterally off-set any receivable or any other right arising from this Contract or in relation to this Contract, without the Customer's prior written consent.

5. WARRANTY TERMS FOR DEFECTS

5.1. Unless arranged otherwise in the Contract, the Supplier provides the Customer with a warranty for the quality of the Delivery and/or its individual parts of a duration of 60 months.

5.2. The warranty period commences running on the date the Delivery is taken receipt of.

5.3. In the event of a complaint based on defects, the Supplier is required to arrange a free inspection of the claimed defects at the site of the part of the Delivery the complaint concerns. If the part of the Delivery the complaint concerns must be transported in order to remove the established defects, this transportation must be arranged by the Supplier free of charge. In the event that it is discovered that the complaint was not legitimate, the Supplier is entitled to demand payment of essential costs related to the transportation of the part of the Delivery the complaint concerns from the Customer, only in cases when the Customer is notified of the reason and value of these costs before these are incurred.

5.4. If the Supplier provides defective performance, the Customer is entitled to choose from the following warranty claims: (i) delivery of a new or unaccounted for Delivery, (ii) removal of defects by repairs, (iii) provision of an appropriate discount on the price.

5.5. In the event of defects in the Delivery, which are a serious breach of the Contract, the Customer is entitled to choose from warranty claims within the meaning of Section 2106, paragraph 1 of the Civil Code. In the event of any doubt whether a defect is the Contract, it applies that serious breach of the Contract is any defect, which does not enable use of the Delivery or its part without (even minor) restrictions or in the event that the Delivery or its part is integrated into another product or service and the value product or services is reduced (even slightly).

5.6. If the Customer chooses a claim according to Article 5.4.(i) or 5.4.(ii) the Supplier is required to remove defects within 10 days after the day a claim was made on their basis, unless the Contracting parties arrange otherwise. In the event that the defects are not removed within the specified time limit, the Customer is entitled to withdraw from the Contract or apply a reasonable discount to the price of the Delivery.

5.7. The Supplier is also required to remove defects in cases when the legitimacy of the complaint is not clarified. If it is proven that the complaint was not legitimate, the Supplier is entitled to demand payment of proven costs directly related to settlement of the complaint from the Customer.

5.8. Settlement of a warranty complaint by any method does not affect the Customer's entitlement to simultaneously demand compensation of damages caused by defective performance and costs incurred by the Customer in relation to the complaint.

5.9. In the event of a complaint, the Customer is entitled to payment of a fixed fee for each issued complaint in the value of 100 €.

6. WITHDRAWAL AND COMPENSATION OF DAMAGES

6.1. Unless explicitly stated otherwise in the Contract, in these GDT, or unless a serious breach of the Contract occurs, the Customer is entitled to withdraw from this Contract as of the date the notice of withdrawal is delivered to the Supplier and demand compensation of incurred damages. Breach of the Contract is serious in the following cases particularly:

- a) under the terms stipulated in Article 5.5. due to serious defects in the Delivery,
- b) the Supplier delays in delivering the Delivery by more than 30 days,
- c) if the Supplier breaches its duties according to Article 3.2., 3.3. and/or 3.4. above.

6.2. The Customer is simultaneously entitled to withdraw from the Contract in the event that an insolvency Court rules (even if not effective) that the Supplier is bankrupt.

6.3. On withdrawal from this Contract, all obligations are invalidated from the outset. However, the following are not invalidated on withdrawal or other termination of the Contract:

- a) claims for compensation of damages caused by breach of the Contract,
- b) claims for payment of interest on late payment and contractual fines arising from breach of the Contract,
- c) arrangements about the duty of non-disclosure and protection of a business secret,
- d) arrangement of the applicability of law and settlement of disputes.

6.4. The Customer is entitled to compensation of damages caused by breach of the Contract in full (including intangible harm), in addition to the entitlement to a contractual fine arising from the Contract or these GDT.

7. FINAL PROVISIONS

- 7.1. The contractual relations are governed by Czech law, particularly the provisions of Act No. 89/2012 Coll., of the Civil Code.
- 7.2. All information the Supplier comes to know, and all documents it acquires in relation to this Contract or product, are considered confidential and the Customer's business secret and the Supplier is required to adhere to the duty of non-disclosure and refrain disclosing this information or documents to any third party or the public, not even after termination of the Contractual relationship with the Supplier. Cases when this information is disclosed under the terms of performance of the Supplier's legal obligations, or when it discloses this information to persons who are required to refrain from disclosing this information by law, are not considered breach of this duty. In the event of breach of this provision, the Supplier is required to pay the Customer a contractual fine in the value of 10 000€ for each individual breach. This provision about the contractual fine does not affect the Customer's entitlement to compensation of damages in full.
- 7.3. The provisions of Section 1799 of the Civil Code and Section 1800 of the Civil Code are not applicable.
- 7.4. All disputes arising from the concluded Contract or in relation to it shall be judged by the courts of law of the Czech Republic, according to the legislation of the Czech Republic. The District Court for Prague 1 will always have local jurisdiction for judging disputes and the Municipal Court in Prague will have local jurisdiction for judging disputes, which are judged by the Regional Court of the First instance.