

Business Terms and Conditions of stauner palet s.r.o.

1. Introductory Provisions

- 1.1. The Business Terms and Conditions of stauner palet s.r.o. (hereinafter referred to as the "BTC") shall apply to all purchase contracts of stauner palet s.r.o. (hereinafter referred to as the "Seller") on the basis of which the seller sells goods to the Buyer. If terms of the Purchase Contract having been concluded differ from terms and conditions of these BTC, the terms of the Purchase Contract in the particular scope shall take precedence over the terms and conditions of the BTC.
- 1.2. Goods within the meaning of these BTC shall be understood all goods, services or other performance that the Seller sells or provides to the Buyer regardless of the fact whether these goods, services or other performance are intended for further sale, provision to third parties by the Buyer, incorporation in the Buyer's products or if the Buyer uses them for its own needs.
- 1.3. The goods shall be delivered in usual quality. If the goods are to have other than usual properties, especially if they are to be used for a different purpose than the one for which they are usually used, the Buyer shall be obliged to explicitly include this fact in the Purchase Contract, otherwise the Seller shall not be obliged to take that fact into account.
- 1.4. Data such as signatures, pictures and drawings, tables of dimensions, weight and performance, published by the Seller in writing or in the form of pictures, e.g. in catalogues, characterize the nature of the goods; however, they do not mean any binding affirmation concerning the properties of the goods or provision of any warranties, unless this is explicitly contractually agreed.
- 1.5. The Seller reserves the right to change the technical parameters and construction within technical innovation of the goods.

2. Formation of Contractual Relationship

- 2.1. The contractual relationship between the Seller and the Buyer the subject of which is purchase of goods (hereinafter referred to as the "Purchase Contract") can originate as follows:
 - a) By the Buyer and Seller signing a written contract unless the contract specifies otherwise; or
 - b) By the Seller confirming the Buyer's order in writing; or
 - c) In a different manner, but only provided that manner is defined in the General Purchase Contract.
- 2.2. Seller's offers shall not be binding and shall not be considered a proposal of conclusion of the Purchase Contract.
- 2.3. Arrangements between workers of the Seller and the Buyer made orally during realization of the Purchase Contract which are in obvious connection with purchase of the goods and which are different from the content of the Purchase Contract or which are not included in the Purchase Contract, shall only take effect provided they are incorporated in a written agreement concluded by and between the Seller and the Buyer. Such a written agreement shall especially include valuation or a manner of valuation of that particular oral arrangement.
- 2.4. Any other terms and conditions contained in business or other terms and conditions of the Buyer, form contracts, confirmations, etc. which the Buyer sends to the Seller along with the order shall never become the content of the purchase contract, not even if the Seller does not explicitly reject them.

3. Prices

- 3.1. Unless otherwise is arranged in the Purchase Contract, the Buyer undertakes to pay to the Seller a price for delivered goods according to the Seller's price list effective as at the day of concluding the Purchase Contract. This price list is an integral part of the contractual relationship between the Seller and the Buyer.
- 3.2. The prices do not include packaging fee, transportation fee, postage, insurance or value added tax, which will be charged separately.

4. Invoicing, Payment Terms and Method of Payment

- 4.1. The Seller shall be entitled to issue a pro forma invoice or an advance tax document up to the amount of 100 % price of the goods. The goods will be delivered only provided the pro forma invoice has been settled; the pro forma invoice will be set off against the total price in the total invoice - tax document.
- 4.2. Maturity of pro forma invoices shall be 10 working days following the issuance date unless the particular Purchase Contract determines otherwise.
- 4.3. Maturity of invoices or tax documents shall be 14 working days following the issuance date unless the particular Purchase Contract determines otherwise.
- 4.4. Method and moment of payment:
 - a) Payment in cash - the moment of payment shall be considered the date that the Seller accepts cash and issues a cash receipt.
 - b) Bank transfer payment - the moment of payment shall be considered the date that the monetary amount is credited in the Seller's account.
A different method of payment is only possible after the Seller's previous consent.
- 4.5. If the Buyer fails to pay the price in due time, the late interest shall amount to 0.05 % of the outstanding amount for every day of delay. The Seller's entitlement to payment of minimum costs related to claiming of a receivable in the amount determined by a legal regulation and the Seller's entitlement to withdraw from the Purchase Contract shall not be affected.
- 4.6. The Buyer shall not be entitled to unilaterally set off its receivables against the Seller's receivables. Such setting off can only be carried out on the basis of an agreement between the Seller and the Buyer.
- 4.7. The Seller shall be entitled to cede its receivable from the Buyer or handle it in a different manner.
If the defect cannot be removed and if it does not prevent the Buyer from using the goods as an item free of defect, the Buyer shall be entitled to a price discount.
- 8.12. If the defect cannot be removed and if it does not prevent the

5. Delivery Term and Place of Goods Delivery

- 5.1. The delivery term and the place of the goods delivery are always specified in the Purchase Contract. If they are not, the goods shall be delivered to the Seller's plant in an adequate period of time.
- 5.2. In case an item is to be delivered, the day of the goods delivery shall be the day on which the Seller hands the item over to the first carrier.
- 5.3. The Seller shall always be entitled to deliver the goods prior to the delivery term specified in the Purchase Contract.
- 5.4. The Seller shall be entitled to postpone the delivery term by the number of days corresponding to the Buyer's delay, especially in the following cases:
 - a) The Buyer fails to settle a pro forma invoice and/or a tax document for the goods as per Point 4.1 of the BTC in due time; or
 - b) The Buyer fails to fulfill its obligation to provide the Seller with materials or semi-finished products necessary for production or delivery of the goods in due time.

6. Ownership Reservation

- 6.1. The goods delivered shall remain the Seller's property until the purchase price for the goods has been paid in full. The Buyer shall be obliged to store the goods properly, take care of the goods and avoid any actions preventing possible returning of the goods to the Seller.
- 6.2. If the Buyer fails to settle the purchase price in due time, the Seller shall be entitled to require that the goods in its ownership are returned. The Buyer hereby agrees that the persons authorized by the Seller to take over and take away the goods can enter the place where the goods are situated, load the goods without any obstacles and take them away.

7. Liability for Damage to Item

- 7.1. The liability for damage to an item shall pass onto the Buyer at the moment of the goods delivery.
- 7.2. If the Seller is obliged, according to the Purchase Contract, to send the goods to the Buyer, the liability for damage shall pass onto the Buyer by handing over the goods to the first carrier determined for transportation to the destination.
- 7.3. If the Buyer fails to take over the goods in due time, the liability for damage to the item shall pass onto the Buyer at the moment that the Seller has fulfilled its obligations arising out of the Purchase Contract.

8. Quality Warranty and Rights Arising out of Defective Performance

- 8.1. The Seller provides quality warranty as per Section 2113 or 2619 of the Civil Code. Unless the particular Purchase Contract determines otherwise, the warranty period shall be 24 months and shall start on the day of the goods delivery. The rights arising out of the quality warranty as well as defective performance shall be exercised with the Seller within the warranty period, otherwise they will expire.
- 8.2. The Buyer shall report defects to the Seller without undue delay after finding them, otherwise the rights arising out of the quality warranty and defective performance shall expire.
- 8.3. The Seller shall not be held liable for defects if the defects are caused:
 - a) By external circumstances, after the liability for damage has passed onto the Buyer provided the defects were not caused by the Seller; or
 - b) By installation, operation or maintenance of the goods contrary to the technical conditions determined by the Seller; or
 - c) In connection with interventions to the constructional solution of the goods or in connection with replacement of a part of the goods carried out without the Seller's consent after the goods delivery; or
 - d) By operating the goods under conditions not complying with the technical conditions determined by the Seller or manufacturer of the item or with the Purchase Contract; or
 - e) By an intervention carried out by an unauthorized person.
- 8.4. The Seller shall be entitled to decide how the defect shall be removed.
- 8.5. The Buyer shall be obliged to check and inspect the goods properly and with professional care upon taking the goods over. The Buyer shall be obliged to check the goods in order to identify all defects that can be identified when exerting professional care.
- 8.6. The Buyer shall be obliged to report defects to the Seller in writing without undue delay after it identified or was expected to identify them during the inspection which the Buyer is obliged to carry out according to the previous paragraph of this article.
- 8.7. The Seller shall not be held liable for possible defects that the Buyer was aware of at the time of concluding the Purchase Contract or that the Buyer must have been aware of with regard to the circumstances under which the Purchase Contract was concluded.
- 8.8. The Buyer shall be obliged to report the defect to the goods to the Seller in writing.
- 8.9. Based on the report of the defect the Seller shall find out what goods and what defect are concerned. If the defect to the goods is not covered by the Seller's warranty, the Seller shall inform the Buyer of that fact. Otherwise, or in case of doubts whether the defect to the goods is covered by the Seller's warranty or not, the Seller shall prepare a complaint acceptance report and send it to the Buyer for confirmation. On the basis of a confirmed complaint acceptance report the Seller shall assess the defect to the goods or send its worker to the Buyer for this purpose and decide how the complaint shall be handled.
- 8.10. If the defect can be removed, the Buyer shall be entitled to the defect removal free of charge and the Seller shall be obliged to remove the defect.
- 8.11. If the defect cannot be removed and if it prevents the Buyer from using the goods as an item free of defect, the Buyer shall be entitled to replacement of the goods or their part.

- Buyer from using the goods as an item free of defect, the Buyer shall be entitled to a price discount.
- 8.13. The Seller shall choose a method of handling a complaint.
- 8.14. In case of an intervention of the Seller's worker at the Buyer, the Seller's worker shall prepare a report describing the defect, the manner of its removal, whether it was removed or not, or that the defect cannot be removed.
- 8.15. A complaint including the defect removal should be handled without undue delay, however, within 60 days following the day that the complaint was made at the latest. The Seller reserves the possibility to unilaterally extend this period of time if necessary.
- 8.16. During complaint proceedings the Seller may provide the Buyer with a replacement device so that the Buyer's operation is not disturbed.
- 8.17. The Seller shall accept a complaint as legitimate or reject a complaint as illegitimate on the basis of the complaint acceptance report or a report from the Seller's worker. The Seller shall inform the Buyer of the method of handling a complaint using an agreed manner (via distant communication means or in writing) in advance.
- 8.18. The Buyer shall be obliged to pay to the Seller the costs related to making an illegitimate complaint.

9. Special Provisions

- 9.1. If the Buyer fails to take over the goods in due time, the Seller shall be entitled to charge to the Buyer a storage fee amounting to CZK 150 per day and exercise a contractual penalty amounting to 0.05 % of the price of the goods for every day of delay.
- 9.2. At the same time, the Seller shall be entitled to sell the goods in a suitable manner after a previous warning and expiry of an additional adequate period of time for taking over the goods. The Seller shall use the proceeds from the sale of the goods for payment of all its receivables from the Buyer including the costs related to storing and selling of the goods. The Seller shall transfer the balance of the proceeds to the Buyer.
- 9.3. The Seller shall be held liable for damage occurring on the basis of or in relation to the Purchase Contract only up to the amount of the price of the goods sold on the basis of the Purchase Contract. This shall not apply to damage caused deliberately by the Seller or due to the Seller's gross negligence.
- 9.4. Without affecting the provision of the previous paragraph, the Buyer shall be entitled to require from the Seller compensation for its profit lost due to a defect only if the Seller fails to remove the defect in the period of time determined by the Purchase Contract, or in the period of time according to the BTC, and only for the time exceeding this period of time.

10. Force Majeure

- 10.1. In case of a Force Majeure event, the delivery term shall be extended for the period of time for which the effect of Force Majeure is present.
- 10.2. The Seller shall be obliged to inform the Buyer of the Force Majeure event in writing without undue delay.
- 10.3. If the effect of Force Majeure takes longer than 3 months, either party shall be entitled to withdraw from the Purchase Contract in writing.

11. Technical Documentation

- 11.1. The Seller shall deliver to the Buyer along with the goods documentation specified in the Purchase Contract or such documentation that is necessary for using of the goods. Instead of submitting physical documentation, the Seller shall be entitled to send the documentation completely or partly by e-mail or allow the Buyer to download the documentation from its website.
- 11.2. All technical documentation that the Seller delivers to the Buyer along with the goods as per the Purchase Contract, either physically or in a different manner, shall be exclusive property of the Seller.
- 11.3. The Buyer can use the technical documentation only in association with using of the goods and shall not be entitled to publish it or make it available to any third party or use it in favour of any third party.
- 11.4. The Seller shall be entitled to use the technical solutions and other solutions and procedures included in the technical documentation even for deliveries of the goods to third parties.
- 11.5. All technical and other solutions that the Seller newly discovers within delivery of the goods to the Buyer shall be exclusive property of the Seller and related intellectual property rights (a patent, a utility model, an industrial model, etc.) can only be registered by the Seller.

12. Final Provisions

- 12.1. The legal relationships arising out of purchase contracts having been concluded shall be governed by the legislation of the Czech Republic.
- 12.2. The contracting parties undertake to settle all disputes in an amicable manner. Unless the parties reach an agreement, the Seller's general court shall have jurisdiction over the dispute.
- 12.3. If any provision of these BTC is or becomes invalid or ineffective, other provisions shall not be affected.
- 12.4. The Seller reserves the right to amend these BTC at any time. The amendment shall take effect upon announcing the new version of the BTC.
- 12.5. These BTC take effect on 1 November 2015.

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