

Purchasing Terms and Conditions

for contractual relations between the customer - Rathgeber, k.s. - and suppliers - contractual partners of the customer

A. BASIC PROVISIONS

1. These Purchasing Terms and Conditions (hereinafter referred to as the "PTC") regulate the content of the rights and obligations arising from the contractual relationship between the customer and the suppliers - contractual partners of the customer, in accordance with Section 1751 of the Civil Code.
2. The contractual relationship between the customer and the supplier is established:
 - a) on the date on which the supplier confirms the customer's order, or
 - b) the date of signing of the written copy of the framework agreement between the supplier and the customer.
3. By confirming the customer's order or by signing the written copy of the framework agreement, the supplier expresses its unconditional agreement with the content of these PTC.

B. GENERAL SECTION

I. Ordering and delivery of goods

1. The basis for ordering goods is the customer's order, in which the customer specifies its requirements regarding the characteristics of the requested goods, delivery time, price of the goods and payment terms, hereinafter referred to as the "Order".
2. The customer sends orders to the supplier via electronic mail or via a postal licence holder to the contact addresses indicated on the supplier's website or in the supplier's offer, unless the supplier specifies other contact details in writing.
3. The Order is binding for the supplier from the moment of its confirmation. The supplier sends Order confirmations via electronic mail or via a postal licence holder to the contact addresses specified in writing by the customer in the Order for that purpose, otherwise to the contact details indicated on the customer's website or in public registers.

4. The supplier will confirm the customer's written Order in writing within 2 business days of its receipt; Section 1740(3) of the Civil Code is precluded. Electronic means of communication may be used to confirm the Order.
5. If the supplier does not confirm the Order within the deadline referred to in par. 4, the Order will be binding on the supplier under the terms of the framework agreement referred to in Section 1, par. 2(b) above, if such an agreement is concluded between the parties.
6. The place of performance is the customer's registered office, unless another place of performance is expressly specified in the Order.
7. If the delivery period according to the confirmed Order is not determined by an exact date, but is determined as a period, this period starts on the date of confirmation of the Order.
8. The DDP clause (according to Incoterms 2010) shall apply to deliveries of goods under these PTC, unless expressly stated otherwise in the Order.
9. Upon delivery of the goods in accordance with the Order, the customer shall confirm receipt of the goods by signing the delivery note (or the international shipping note). The customer is entitled to receive one written copy of the delivery note.
10. In the delivery note, the supplier is obliged to indicate the Order number or the number of the relevant framework agreement, the specification of the goods, the country of origin, the customs tariff number of the delivered goods, the mode of transport, the vehicle registration number and the carrier's confirmation of the quantitative check upon acceptance of the goods for transport.
11. The supplier is obliged to pack the goods for the purpose of transport with due care according to the customer's requirements, in

accordance with these Terms and Conditions and in a manner that is sufficient and customary for the goods to be delivered.

12. The customer undertakes to accept the goods if the packaging is intact; this acceptance is without prejudice to the customer's right to inspect the delivered goods without undue delay to check their compliance with the requirements of the Order and their suitability for the purpose for which they are to be used, hereinafter referred to as "Additional Inspection". If, during the Additional Inspection, defects are found which prevent proper use, the customer is entitled to inform the supplier in writing of the rejection of the goods or part thereof. In such a case, the supplier is in default of its obligation to deliver the goods.

13. The customer is obliged to deliver the written notice of rejection to the supplier within 10 days of the date of signing the delivery note (see par. 9 above).

14. The supplier's obligation to deliver a completed Order is fulfilled for the purposes of the contractual relationship with the customer:

- on the date of actual acceptance of the goods by the customer, unless the customer punctually rejects the goods on the basis of the Additional Inspection

hereinafter referred to as the "Delivery Date".

II. Purchase price. Payment terms

1. The supplier is obliged to invoice the purchase price for the goods duly delivered in accordance with the confirmed Order, at the earliest on the Delivery Date.
2. The supplier will invoice the agreed purchase price by issuing a tax document in electronic form in PDF format and will deliver it to the customer to the electronic address provided by the customer to the supplier in writing for that purpose.
3. The customer is obliged to pay the duly invoiced purchase price of the delivered goods within 30 days from the date of receipt of the written invoice. If the customer pays the duly invoiced purchase price within 14 days from the date of delivery of the tax document, it is

entitled to claim a discount of 3% of the agreed purchase price from the supplier.

4. If the customer asserts claims against the supplier from the warranty or liability for defects in the goods, it is entitled to withhold payment of the supplier's claims already due for payment of the purchase price of the goods delivered without being in default.
5. The customer is entitled to offset any of its mutual claims related to the business relationship between the customer and the supplier against the supplier's claim for payment of the duly invoiced purchase price of the delivered goods.

III. Ownership title. Transfer of risk of damage to goods

1. The ownership title to the goods will pass to the customer on the Delivery Date (see Section B, Art. I, par. 14 above).
2. The supplier is responsible for the fact that the goods are not encumbered by any third-party rights that would in any way restrict or prevent their acquisition into the exclusive ownership of the customer and the use of the goods for the purpose for which they are intended.
3. The risk of damage to the goods passes to the customer on the Delivery Date of the goods (see Section B, Art. I, par. 14 above).

IV. Liability for defects in goods. Warranty

1. The supplier is obliged to manufacture the goods or ensure their manufacturing so that their quality and characteristics fully comply with the relevant technical documentation, the achieved level of technical knowledge, the requirements customary for the ordered range of goods at the place of the customer's residence, national technical standards, legal regulations and quality standards, and so that the goods are of a quality customary in relation to the purpose for which they are intended or the purpose for which they are usually used.
2. The supplier is responsible for the fact that goods subject to the provisions of Act No. 22/1997 Coll., on Technical Requirements for Products and on Amendments and Supplements to Certain Acts, as amended, meet the requirements of the relevant technical regulations in force in the Czech

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Republic and that the supplier has complied with the procedure for assessing their conformity.

3. The supplier is obliged to provide the customer with copies of the Declaration of Conformity in accordance with European regulations upon request.
4. The supplier undertakes to obtain AEO status, i.e. the status of an Authorised Economic Operator engaged in international trade who complies with the security standards of the World Customs Organisation.
5. The supplier is obliged to deliver the goods in the quantity, quality and design according to the customer's requirements.
6. If the goods do not correspond to the Order or the framework agreement, they are defective.
7. The delivery of goods other than those specified in the Order/purchase contract and defects in documents, i.e. inconsistency of documents delivered with the goods with the law, these Terms and Conditions or the contract, shall also be considered as defects in the goods.
8. The customer is obliged to point out obvious defects in the goods and defects in quantity on the basis of the Additional Inspection in accordance with Section B, Art. I, par. 12 and 13 above.
9. The supplier provides a quality warranty on the goods for a period of 24 (twenty-four) months from the Delivery Date - see Section B, Art. I, par. 14 above, unless agreed otherwise in respect of any delivery of goods.
10. If a defect appears in the goods during the warranty period, the supplier is liable for it.
11. The customer is obliged to inform the supplier in writing of the discovery of the defect without undue delay, no later than on the last day of the warranty period. For these purposes, written form is also observed when using electronic mail or other forms of electronic communication.
12. In the written complaint, the customer must describe the defect, provide the supplier with the number of the delivery note or invoice, and specify which claim arising from the supplier's liability for defects is being asserted.

13. The customer is obliged to make the claimed goods available to the supplier at its registered office according to its instructions so that the supplier can verify the validity of the complaint.
14. If the complaint is justified, the customer is entitled to make the following claims:
 - removal of the defect by repairing the item (for removable defects), or
 - delivery of a replacement item, or
 - a reasonable discount on the purchase price.
15. The supplier is obliged to resolve the defects according to the customer's requirements (see par. 14 above) within a reasonable time after receipt of the complaint. Unless agreed otherwise, the reasonable period for the resolution of the defect will be 15 days after receipt of the written statement of defects.
16. The supplier undertakes to start resolving the complaint within 14 days after receipt of the written statement of defects.
17. The supplier undertakes to archive templates and samples relating to each Order, if supplied to it in connection with the Order, for the purpose of verifying any claims for damages for a period of 10 years from the Date of Delivery.

V. Protection of information

1. Confidential Information refers to any commercial, technical, financial, organisational and other information relating directly or indirectly to the supplier captured in any form on any medium, as well as information provided or made available to the customer orally or otherwise in connection with the conclusion of the framework agreement or in connection with the Order.
2. The term "Confidential Information" under these Terms and Conditions does not include information that is or becomes publicly known during the course of the contractual relationship between the customer and the supplier otherwise than by reason of a breach of legal obligations, a breach of these Terms and Conditions or a breach of the framework agreement (if any) by the supplier or a breach of an obligation by a third party.
3. Confidential Information is and remains the exclusive property of the customer even after

it has been handed over or otherwise made available to the supplier in connection with their mutual contractual relationship.

4. The supplier undertakes to return the Confidential Information received by it on the basis of or in connection with the contractual relationship with the supplier without undue delay after being requested by the customer to return the Confidential Information. At the same time, the supplier is obliged to destroy all copies, extracts, duplicates, etc. of the Confidential Information within the same period, as well as irretrievably delete the Confidential Information from computer, audiovisual or other similar equipment. The destruction and deletion of Confidential Information will be confirmed by the supplier to the customer by an affidavit, which shall be given to the customer at the same time as the Confidential Information is returned.

C. Final provisions

The contractual relationship between the customer and the supplier is exclusively subject to the laws of the Czech Republic.

The supplier is not entitled to assign any of its claims against the customer arising from their mutual contractual relationship to a third party without prior written consent from the customer.

Upon the formation of a contractual relationship within the meaning of Section A above, the supplier and the customer agree on the local jurisdiction of the court with subjective jurisdiction based on the customer's registered office.

Matters not expressly regulated by these Terms and Conditions are governed by Act No. 89/2012 Coll., as amended.

By signing the framework agreement or confirming the Order, the supplier confirms that it is familiar with these PTC and that it unconditionally agrees to these PTC.