



## CONTRACTUAL TERMS AND CONDITIONS

1. This purchase contract comes into validity on the date on which the Seller confirms it, and into effect upon its publication in the Register of Contracts pursuant to Act No. 340/2015 Coll., on the Register of Contracts, as amended.
2. The contracting parties have agreed that the Buyer shall pay the Seller the price for the subject of the purchase contract after its proper delivery based on a document issued by the Seller which, in the case of a VAT payer, shall contain all the requisites of a tax document. The Seller shall issue a document containing all the requisite details after delivering the subject of the purchase contract to the Buyer.
3. The invoice for the subject of the purchase contract is payable within **30 days** of receiving the relevant documents. Payment shall be considered duly made once the paid amount is credited to the Seller's account at its financial institution.
4. The Seller provides the Buyer with a 24-month quality warranty on the subject of the purchase contract. The warranty period commences on the date of delivery of the subject of the purchase contract to the Buyer. As concerns liability for defects and claims arising from defects, the provisions of Section 2099 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter the "Civil Code"), shall apply.
5. The tax document issued by the provider of taxable supply (the Seller) shall be paid in full, including VAT, by the recipient of the taxable supply (the Buyer), provided that the Buyer verifies that the Seller is not an unreliable taxpayer by means of remote. Otherwise, the Buyer shall pay the Seller only the tax base and shall transfer the VAT to the locally competent tax authority.
6. The place of supply is specified in the purchase contract. If the place of supply is not specified, the place of supply shall be the Seller's registered office. If the place of performance is not the Seller's registered office, the Seller shall deliver the subject of the contract for transport in accordance with the terms in the contract under the heading "Place of performance".
7. Where returnable packaging is used, the Seller is obliged to indicate this fact in the delivery note. The Seller is obliged to accept this packaging back from the Buyer at the same price.
8. Ownership shall pass to the Buyer upon full payment of the price for the subject of the contract.
9. The risk of damage to the subject of the purchase contract passes to the Buyer upon acceptance of the subject of the purchase contract.
10. The Buyer has the right to withdraw from the purchase contract or from any items thereunder if the Seller is in default of performance. Default is understood to mean failure to deliver an item comprising the subject of the purchase contract by the specified deadline.
11. For default of performance, the Seller is obliged to pay the Buyer a contractual penalty of 0.05% of the price of the undelivered item comprising the subject of the purchase contract for each day of delay. The Seller shall pay the contractual penalty irrespective of whether and to what extent the Buyer incurs damage, which may be claimed separately in full.
12. The purchase contract may only be amended by written agreement between the contracting parties. The purchase contract shall, in principle, terminate upon proper performance, by mutual agreement or by withdrawal.
13. The document required for acceptance of the subject of the purchase contract is a delivery note stating the purchase contract number.
14. If the Seller holds a "quality system" certificate, it is obliged to perform the purchase contract in accordance with that system.
15. Unless agreed otherwise in this purchase contract, the legal relationships arising therefrom shall be governed by the provisions of the Civil Code.
16. The requirements of this contract may be subject to government quality assurance. You will be informed of any government quality assurance activities that are carried out.