

General Terms and Conditions

1. Scope

These general terms and conditions ("terms") govern all business relations concluded between SAVEA spol. s r.o., registered address in Otročiněves 119, 267 03 Otročiněves, ID: 16847407 (hereafter referred to as "seller") and other parties (hereafter referred to as "buyer").

All business relations are governed by the laws of the Czech Republic and the Commercial Code. These terms form the basic conditions for the sale of the goods of the seller, and if they deviate from the dispositive legal norms of the laws currently in force in the Czech Republic, they have precedence over these norms.

Any dissimilar terms of the buyer are valid only in the event of expressed written consent.

2. Conclusion of a contract

Each purchase contract is concluded on the basis of a written/email/telephone/on-line or verbal order from the buyer. The buyer's order must contain the following requirements:

- a) company name, registered office or place of business of the buyer
- b) identification number (VAT number if registered as a VAT payer)
- c) type of product (goods), which uniquely identifies the subject matter of the order
- d) requested amount
- e) place and date of delivery
- f) mode of transport and form of payment of the purchase price of the goods
- g) for written orders, a legible signature from the representative of the buyer

On the basis of the buyer's order, which meets the above requirements, the seller issues a draft sales contract to the buyer, wherein the buyer confirms the type, purchase price, and quantity of the products that he undertakes to deliver to the buyer; the place and date of delivery; the mode of transportation and the form of payment of the purchase price.

If written confirmation is received, the buyer has the right to submit to the seller a written draft to amend the sales contract or else cancel it, both within 5 working days of receiving the draft sales contract. If he does not within the stipulated period, a sales contract shall be considered concluded between both parties in the form of the draft sales contract. In the event of the buyer making a change in the draft sales contract, the seller issues an amended draft sales contract to the buyer, wherein the seller confirms the type, purchase price, and quantity of the products that he undertakes to deliver to the buyer; the place and date of delivery; the mode of transportation and the form of payment of the purchase price. The sales contract between the two parties, in the form of the amended draft of the sales contract, is then concluded at the moment when the buyer receives this sales contract and he makes no objections within 2 working days following the date of receiving the contract. The buyer's de facto compliance with the seller's terms can be regarded as confirmation of the order.

Before concluding the first sales contract between the seller and the buyer within the framework of their business relations, the buyer must provide proof of authorization for his business activities (a valid extract from the Commercial Register, business license or concession deed).

The buyer undertakes to accept the goods subjected to the contract and make proper payment within the agreed deadlines.

3. Prices

The purchase price is determined by agreement between the seller and the buyer and is listed in the draft of the sales contract, unless the parties agree otherwise in specific cases. If, after entering into the contract, a significant change occurs in the costs related to the performance of the subject matter of the contract (for instance increase of input material by min. of 20%), the contractual parties shall agree in writing on an adjustment in the price. In case the parties don't meet the agreement on an adjustment in the price, the buyer is allowed to withdrawal from the contract. The price of the goods includes packaging. Transport is included in the price depending on agreed parity Incoterms 2010.

4. Deadline

The date of delivery is the day when the goods are sent or handed over for transport or are picked up by buyer at the seller's site. Partial deliveries can be made by agreement with the buyer.

If the buyer does not accept a product within the agreed time and at the agreed location, the contractual parties are agreed that the seller may require the buyer to pay storage fees, eventually withdraw from the contract and request to pay costs of up to 100% of the agreed price, depending on whether the goods are fit for resale.

5. Dispatch and transfer of risk

The goods are dispatched and the risk of accidental destruction passes in accordance with agreed parity INCOTERMS 2010.

6. Defects and late performance

The seller is responsible to the buyer for defects in accordance with § 2165/1 of Act No. 89/2012 Coll.

The buyer is obligated to inspect the goods as soon as possible after the transfer of the risk of damage to the goods. When collecting the goods in person, the buyer is obligated to immediately inspect the goods upon accepting them. If a defect in the goods is discovered, he is obligated to immediately notify the seller about the defect at the place where the pickup is made. The seller shall immediately remedy any fault discovered by the buyer and confirmed by the seller free of charge and without undue delay, in the form of delivering any missing goods or delivering replacement goods in place of defective goods, or credit note will be issued for defected goods. If the defect cannot be remedied or replacement goods delivered

immediately, the seller undertakes to take such action in the nearest possible term. The seller shall notify the buyer about this term.

Upon delivery of the goods to the buyer via a carrier, the buyer is obligated to file any claims for defects in the quantity and type of the goods within 5 working days from the delivery of the goods by the carrier. The buyer is obligated to file a written claim with the seller for damages within the time limit, with a description of the defect. In case of a defect in the type of goods, the buyer is entitled to require the delivery of replacement goods only if the defective goods are returned to the seller in the original packaging. The seller shall remedy the discovered and confirmed defect free of charge and without undue delay, in the form of delivering any missing goods or delivering replacement goods in place of the defective goods. If the defect cannot be remedied immediately, the seller undertakes to do so in the nearest possible term. He shall notify the buyer about this term.

7. Payment terms and retention of title

Unless it has been agreed that payment shall be in cash at the cash desk of the seller, the buyer is obligated to pay the invoice in full by the date specified on the invoice.

The seller issues an invoice to the buyer during the delivery process. In cases of doubt, the invoice shall be considered received 3 days after the delivery of the goods. The invoice also serves as a delivery note and proof of delivery of the goods to the buyer; it confirms dispatch in the case of a consignment.

In the event the buyer fails to pay the invoice by the due date, he agrees to pay a penalty in the amount of 0.05% of the invoiced amount for each day of delay, and for cases of more than 7 days overdue, 0.2% per day from invoiced amount for each day of the delay until the invoice has been paid in full.

Until the invoiced amount has been paid in full, including any contractual penalties, the goods, including the goods in following forms of processing, remains the property of the seller. After the entire amount has been paid, the ownership rights are transferred to the buyer. The repossession of goods is an option for invoices that remain unpaid by the due date. The buyer agrees to allow the seller's workers to remove the goods.

The buyer's obligation to pay a contractual penalty, interest for late payment, or compensation for damages, as well as other costs associated with repossessing goods and withdrawing from the contract, is not affected.

8. Force majeure

Seller's manufacture, shipment and delivery of Goods hereunder shall be subject to, and Seller shall not be liable for, any delay in or impairment or performance resulting in whole or in part from any war (whether or not declared), strike, labour conflict, accident, fire, flood, Acts of God, delay in transportation, shortage of materials, equipment breakdowns, production lines conditions, laws, regulations, orders or acts of any governmental agency or body, or any cause beyond the reasonable control of Seller, or rendering performance by Seller impracticable due to the occurrence of a contingency the non-occurrence of which was a basic assumption on which this Order Confirmation was issued.

In any such event, Seller shall be entitled to such additional time to perform as may be reasonably necessary, and shall have the right to apportion its production among its customers in such manner as it may deem equitable.

The same is applied also in case when the mentioned circumstances occurred with the Seller's subcontractors. In case that force majeure lasts more than 2 months, either party is entitled to withdraw from the contract.

9. Withdrawal from the contract

In the case of withdrawal from the contract or a binding order by the buyer, the seller is entitled to a compensation charge in the amount of 10% of the agreed price. If the goods have already been dispatched, the seller has the right to demand a contractual penalty and compensation of cost up to 100% of the contractual price.

Withdrawal from the contract is only possible in writing and becomes valid on the date on which the other party received the written notice of withdrawal.

10. Jurisdiction and applicable law

These terms shall be governed and interpreted according to the provisions of Czech Law. Any disputes arising under these terms shall be submitted exclusively to the Courts of Seller's jurisdiction of incorporation.

However, Seller reserves the exclusive right to bring any dispute involving Customer before the Courts of Customer's jurisdiction of incorporation.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly and completely excluded

11. Miscellaneous

The seller reserves the right to change or supplement these terms, especially when the relevant legal acts are subject of amendment or the way of trading has changed. The change, amendment and its effectiveness shall be announced by the seller in a suitable manner. The buyer has the right, in case of disagreement with the content of the amended or supplemented business conditions, to notify the seller of this disagreement within 7 days from the moment when he became aware of the change or amendment. If the Buyer fail to do so, the buyer is deemed to have accepted the changes or amendment.

The Buyer undertakes to immediately notify the Seller of any changes concerning his business license, tax obligations (especially change of VAT number and tax authority), his valid account and bank details and the occurrence of insolvency. In the event of the insolvency of the buyer, all receivables of the seller from the buyer become due on the day when the

seller became aware of this insolvency. In this case, the seller is entitled to withdraw from the contract or part thereof and demand the immediate return of unpaid goods.

The written form of a legal act is preserved if the legal act is performed by electronic means, which enable the capture of the content of the legal act and the identification of the person who performed the legal act.

If the buyer refuses or cancels the delivery of the document from the seller, it is considered delivered on the day of this refusal or cancellation.

The Buyer hereby acknowledges that the Seller, as the controller of personal data, processes personal data concerning his person or contact persons necessary for concluding and fulfilling the purchase contract, in accordance with Act No. 110/2019 Coll., On the processing of personal data and Regulation (EU) 216/679 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46 / EC (General Data Protection Regulation). The data provided will also be processed for the purpose of offering similar services, for marketing purposes and acquisition activities. The buyer hereby gives the seller consent to the sending of advertising materials and offers of the seller.

These terms become effective on December 1, 2017 and supersede the terms previously issued.