

General Business Terms and Conditions

issued in accordance with Sec. 1751 et seq. of Act No. 89/2012 Coll., the new Civil Code, as amended (hereinafter referred to as the “**new Civil Code**”) by

SINTEX, a.s., Company ID No. 25298496, Tax ID CZ69900748, with its registered address at Moravská 1078, 560 02 Česká Třebová, registered in the Commercial Register kept with the Regional Court in Hradec Králové, section B, file 1896

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(hereinafter referred to as “**Entrepreneur**”)

I

General Provisions

1. These General Business Terms and Conditions regulate, in accordance with Sec. 1751(1) of the new Civil Code, the mutual rights and obligations of the contracting parties arising in connection with all contracts concluded by and between the Entrepreneur and their customers in the position of an entrepreneur within the meaning of Sec. 420 (1) of the new Civil Code (hereinafter the “**Customer**”). In accordance with Sec. 1751(2) of the new Civil Code, the Entrepreneur excludes the application of the Customer’s general business terms and conditions, even in those parts which do not conflict with these General Business Terms and Conditions, unless the Entrepreneur expressly accepts them in writing. Deviating provisions in the contract take precedence over the wording of the General Business Terms and Conditions. These General Business Terms and Conditions form an integral part of the contract.

II

Inquiry and Contract Conclusion

1. The Entrepreneur's offers are non-binding and can be revoked at any time.
2. The Customer’s inquiry (order) is considered binding and its revocation is possible only with the express written consent of the Entrepreneur. The Customer sends their inquiry in writing to the Entrepreneur to the registered office address or to the email address specified in the header of these GBTC, or to the email address of a specific sales manager. The Customer’s request must contain a unique identification of the Customer (name, identification number, registered office, and person authorized to act on behalf of the Customer, including the title to act), precise description of the goods or services,

their quantity or scope, a proposed deadline for their provision or delivery, price and more. Data not specified in the order, in the delivery note, or in the invoice cannot be the subject of a complaint by the Customer.

3. Without the consent of the Entrepreneur, the order can only be cancelled if the cancellation of the order is delivered to the Entrepreneur before or at the same time as the delivery of the order. The Contract is considered concluded at the moment when the Entrepreneur confirms the receipt of the order in writing or at the moment of delivery in accordance with the order.

III

Product Descriptions

1. Display of goods, drawings, data on dimensions, and other characteristics of the goods listed in catalogues, brochures, price lists, and other printed materials are non-binding.
2. The Entrepreneur reserves their right to make changes to the production and to the technical parameters and/or goods, provided they do not unreasonably affect the interests of the Customer, the purpose of use of the goods and these changes are common in business. Product descriptions in no way constitute a guarantee for the quality of the goods according to Sec. 2113 of the new Civil Code. The Entrepreneur is not liable for any printing errors in catalogues, brochures, price lists, and other printed matter.

IV

Delivery, Transfer of Risk of Damage

1. Unless otherwise agreed, the place of dispatch of the goods is the registered office of the Entrepreneur or its dispatching warehouse.
2. The type and method of transport is chosen by the Entrepreneur taking into account the properties of the goods.
3. All costs associated with the delivery of goods to the destination shall be borne by the Customer.
4. The risk of accidental damage passes to the Customer at the time of delivery of the goods for transport, unless otherwise agreed.
5. If the delivery time of the goods has been agreed outside the usual operating hours of the Customer, the Entrepreneur shall unload the goods at the place specified by the Customer in advance. The Entrepreneur reserves their right to deliver the goods in the form of partial deliveries and to bill them separately.
6. If the Entrepreneur is unable to fulfil their obligation to deliver the goods properly and on time due to force majeure, strikes, lockouts, pandemics, or other unforeseen obstacles that they cannot avert even with reasonable care, whether they originate in the Entrepreneur's operation or in operation of one of its suppliers (for example due to an operational or traffic failure, due to lack of material or intervention by state administration bodies), the delivery time is extended by the duration of such an obstacle. If, as a result of the above circumstances, it is impossible to fulfil the obligations under the concluded contract in whole or in part, or if the performance of the contract becomes disproportionate for one of the parties in relation to the provided consideration, that party is entitled to withdraw from the contract in whole or

in part. The provisions of the previous paragraph shall apply even if the above-mentioned obstacles occur at a time when the Entrepreneur is already in arrears.

V

Price, Payment Terms

1. The price means the price including the relevant tax determined according to special legal regulations valid and effective at the time of invoicing.
2. The price does not include customs duties, transport costs, insurance, packing, and surcharges to freight, fees for speedy, express, postal or special shipments, which are borne by the Customer.
3. Packaging cannot be returned.
4. Unless otherwise agreed, the invoiced price is due at the time of delivery of the invoice.
5. Deductions of discounts and extensions of the due date are only possible with the prior agreement of the contracting parties and must be reported separately on the invoice. Discount deductions cannot, in principle, be made from the payment of transport costs, from the price for services and from the price paid in cash. If the Customer deducts the discount when paying the invoices, then the discount must be billed back accordingly when settling the credit notes.
6. In the event of late payment, the right to interest for late payment will be claimed.
7. If the Customer's performance is endangered by circumstances that occurred after the conclusion of the contract, or about which the Entrepreneur did not know and should not have known at the time of concluding the contract, the Entrepreneur is entitled to refuse performance in accordance with Sec. 1912 of the new Civil Code. The right to refuse performance shall lapse as soon as the Customer provides the performance or sufficiently secures it.
8. The Customer is only entitled to exercise the right to withhold payments or set-off of mutual receivables if their receivables or other claims are recognized by the Entrepreneur as undisputable and provided the conditions for set-off pursuant to Sec. 1982 et seq. of the new Civil Code are met. This provision does not apply to the Customer's claims and receivables arising in direct connection with the claim for defects in the goods, which were delivered on the basis of the same contractual relationship, as the Entrepreneur's claim for payment of the price.
9. In the event of the Customer's delay in paying the price to the Entrepreneur, the Customer is obliged to pay the Entrepreneur a contractual penalty in the amount of:
 - 0.05% of the amount due for each day of delay in case of delay within 30 days inclusive,
 - 0.1% of the amount due for each day of delay in case of delay over 30 days.

VI

Reservation of Ownership, Assignment of Receivables

1. The delivered goods remain the sole property of the Entrepreneur until full payment of the purchase price. This is a reservation of ownership according to Sec. 2132 of the new Civil Code.
2. The Customer is obliged to manage the goods owned by the Entrepreneur with the care of a proper manager. The Customer is entitled to resell the goods owned by the Entrepreneur if they do so in the course of performing their normal business activities,

if this is in accordance with the purpose of the concluded contract and if they carry out resale in exchange for payment in cash or subject to ownership. This consent is revocable. With the exception of resale, the Customer is obliged to refrain from such handling of goods that could prevent satisfaction of the Entrepreneur's receivable or that could endanger their rights arising from the concluded contract.

3. In accordance with Sec. 2040 of the new Civil Code, the Customer hereby assigns to the Entrepreneur all receivables that arise against a third party under a contract for the purchase of goods owned by the Entrepreneur or another contract, on the basis of which the goods are alienated. The purpose of this assignment is to ensure the Customer's obligation to pay the purchase price according to the concluded purchase contract. The Customer is obliged to send the Entrepreneur, at their request, an up-to-date list of receivables that have been assigned on the basis of this provision, including all documents related to them, and at the same time to inform the affected third party about the assignment. If the Customer receives payment for any of the assigned receivables, they are obliged to pay it to the Entrepreneur immediately.
4. If the Customer makes any changes or modifications to the goods owned by the Entrepreneur, they do not have any claim against the Entrepreneur, especially the right to reimbursement of costs.
5. The Customer is obliged to immediately notify the Entrepreneur of any third party interference with the Entrepreneur's property rights to the goods or to the receivables assigned to them and to hand over all necessary documents (e.g. execution order, inventory of assets, etc.) to the Entrepreneur. At the same time, the Customer is obliged to notify a third party that the affected property or receivables are owned by the Entrepreneur. The reservation of the ownership right and the rights related to it shall last until the purchase price of the goods is fully paid by the Customer to the Entrepreneur.
6. By paying the purchase price, the ownership right to the goods is transferred to the Customer and the termination condition for the security transfer of rights pursuant to paragraph 3 of this Article is fulfilled.

VII

Provision of Warranty and Liability for Defects

1. The Customer is obliged to inspect the delivered goods upon receipt and report any defects without undue delay.
2. The complaint conditions and the procedure of the complaint are governed by the Entrepreneur's Complaints Procedure (click-through to the Complaints Procedure) available on the Entrepreneur's website www.sintex.cz.

VIII

General Liability, Reimbursement of Expenses

1. The Entrepreneur is only liable for damage caused intentionally or through gross negligence, for caused damage to health or life, damage caused by defects that they cunningly concealed and for damages caused by a product defect according to Sec. 2939 of the new Civil Code.
2. By concluding the contract, the Customer expressly waives the right to compensation for damages arising from other legal titles. The Entrepreneur is also liable for damage

caused by intentional breach of essential contractual obligations. In such a case, the Entrepreneur is obliged to pay damages to the extent that they could reasonably have expected. Substantial contractual obligation means one on which the fulfilment of the contract depends and on the observance of which the Customer relies to the extent that in the absence of the obligation they would not conclude the contract.

IX

Place of Performance, Jurisdiction, Applicable Law

1. The place of performance is Česká Třebová, unless otherwise stated in the contract.
2. The general court of the Entrepreneur is responsible for resolving all disputes arising from or related to the concluded contract. The law of the Czech Republic applies to the contractual relationship. The application of the UN Convention on Contracts for the International Sale of Goods is excluded by the contracting parties.

X

Personal Data Protection

1. The Entrepreneur processes personal data of Customers, the natural persons engaged in business, specified in the contract or order for the purposes of fulfilling the obligations arising from the concluded contract of proper accounting, based on Article 6(1)(b)(c) of the Regulation No. 2016/679, the General Data Protection Regulation (hereinafter referred to as the GDPR). Personal data will be processed for the duration of the contractual relationship and further stored for a maximum period of 15 years, i.e. during the limitation period. Personal data may be transferred to personal data processors in accordance with Article 28 of the GDPR Regulation. Personal data shall be transferred to third countries. The Customer may exercise their right of access to personal data, their correction, deletion or processing restrictions against the Entrepreneur. The Customer also has the right to the portability of personal data, to raise an objection to the processing or to file a complaint to the supervisory body, which is the Office for Personal Data Protection of the Czech Republic.

These General Business Terms and Conditions are valid and effective from 1 January 2022.