

SEEIF Ceramic, a.s.  
Spešovská 243, 679 02 Rájec-Jestřebí  
Czech Republic

## General Trade Terms and Conditions

Purchase Contract:

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Seller/Year/Purchase Contract Number

**Entered into pursuant to § 273 Act No. 513/1991 Coll., in the wording of amended Acts.**

### I. PRICE CONDITIONS

- I.1. The Purchase Contract subject shall be supplied at prices stated at particular Purchase Contract items, and, further, at prices stated herein.
- I.2. All prices of products are stated excluding VAT.
- I.3. Prices of packages and transport fees shall be charged to the Buyer as a separate item.
- I.4. The Buyer is entitled to return returnable packages at his own cost. For returning the packages the Buyer shall issue an invoice to the Seller. A returned package shall not be damaged, otherwise SEEIF Ceramic, a.s. is entitled not to accept it, or to return it at the cost of the Buyer. A delivery note of the returned package shall state a date of the supply dispatch, number of the delivery note and invoice which the packages were supplied with. Returnable as well as not returnable packages can be supplied to the Buyer for exchange.
- I.5. Package prices shall be agreed upon in a General Purchase Contract or in respective partial agreements with the Customer.
- I.6. Prices of bagged products are stated including paper bags.
- I.7. The Seller reserves a right for change including the amount of prices subject to changing economic conditions.

### II. PAYMENT TERMS AND CONDITIONS

- II.1. The invoice or advance invoice is a base for payment.
- II.2. The Seller reserves a right to require payment by an advance invoice to be paid by the Buyer.
- II.3. The invoice maturity is **30** days (this does not apply for the advance invoice) from a day of the commodity delivery if not agreed upon otherwise in the General Purchase Contract.
- II.4. In case of supplies with successive performances, the Seller has a right to charge on a day of the partial performance of the supply.
- II.5. In case of any delay in a payment for the supplied commodity by the Buyer, the Buyer is required to pay the Seller a contractual fine in the amount of 0.05% from the outstanding amount for each day of the delay.
- II.6. If the Buyer fails to pay the invoices at the maturity term, the Seller is entitled to suspend further Contract performance, or he is entitled to withdraw from the Contract (without any right of the Buyer for a loss compensation). A delivery term shall be changed because of that, and the Parties shall agree upon a new delivery term after the receivable covering.

phone: +420 516 526 111  
fax: +420 516 432 241  
e-mail: info@seeifceramic.cz

[www.seeifceramic.cz](http://www.seeifceramic.cz)

ID: 28307372  
VAT: CZ28307372  
Trade reg.: Registration court  
Brno, Section B, Insert 5701

Bank details:  
UniCredit Bank Czech Republic, a.s.,  
branch Brno  
IBAN: CZ23 2700 0000 0000 3926 4011  
SWIFT: BACZXXPP

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II.7. In case of production of new moulds, an advance invoice shall be issued to the Buyer, and the mould production shall only be commenced after its payment.

### III. DELIVERY TERMS AND CONDITIONS

- III.1. A contractual performance place is the appropriate agreed SEEIF Ceramic, a.s. plant, parity FCA, if not agreed upon otherwise.
- III.2. The cost and risks shall be assigned from the Seller to the Buyer at a moment when the Seller hands over the Purchase Contract subject to the Buyer (initial carrier) at a contractual performance place.
- III.3. A take off date shall be agreed upon in advance in the case of a personal commodity takeover.
- III.4. The commodity is issued to subject against a document and identity card presentation proving the competence to take it over.
- III.5. A delivery term is deemed to be a day of dispatch ex works of the Seller.
- III.6. The Buyer acquires titles to the commodity subject to the full purchase price payment. However, if the Purchase pays the full purchase price prior to the commodity delivery term, the Buyer shall acquire the titles to the commodity as soon as the commodity is handed over to him according to the Purchase Contract.

### IV. QUALITY, WARRANTY PERIOD AND CLAIMS

- IV.1. The parameters of quality and dimensional tolerance are set out in the relevant sheets of material.
- IV.2. All claims must be made in writing and lodged, at the latest, by the 30<sup>th</sup> calendar day after receipt of delivery, for cases of obvious or qualitative defects. For cases of hidden defects, the claims must be made by the 21<sup>st</sup> calendar day from the day of the defect detection. However, the longest period, within which the claims concerning the hidden defects may be lodged, is the period of 12 months following the date on which the Buyer received the delivery.
- IV.3. The maximum period for reviewing of claim at the Seller's is 30 calendar days from the receipt of written and technically and commercially clear claim.
- IV.4. A claim should contain the data on:
- delivered quantity
  - pallet label identification
  - quantity under claim
  - reasons for the claim
  - opinion of the Buyer's representative or customer
- IV.5. The Buyer must enable the Seller's representative to check the delivery under claim or a part thereof at the place of its storage, as well as return upon request the products under the claim. If the further claim procedure proves the claim to be baseless, the Seller may demand from the Buyer a compensation for a provable expenses incurred due to checking of the delivery claimed.
- IV.6. The period required for resolving of a claim does not release the Buyer from the obligation to settle the invoice by the due date.
- IV.7. A claim is regarded as having been resolved when both Parties approve the way of solving the claim.
- IV.8. Time guarantee for durability of a material is not provide.

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## V. MISCELLANEOUS

- V.1. The Buyer will pay the contracting penalty 80% of purchase price in a case, when the commodity will not be taken away according to instructions of the concluded Purchase Contract, or the Buyer will retire the contract.
- V.2. The withdrawal from the Purchase Contract is applicable only, when caused by an essential disturbing of the Purchase Contract.
- V.3. Both parties agree that all disputes will be solved in a conciliatory way. If the dispute cannot be solved in a conciliatory way within 30 days, then all disputes that could result out of this contract or could be related to this contract will be submitted to a jurisdiction of the Arbitration court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic in Prague or to his legal successor by the Act. No. 216/1994 Coll. as amended.
- V.4. Each of either contracting party has right to apply to that court. Arbitral award shall be final for both contracting parties and can not be appealed against it. Both contracting parties are obliged to meet liabilities arising from its judgment within the period specified in this judgment.
- V.5. Purchased products are not determined for a building industry purposes in accordance with the Act. No. 22/1997 Coll. Using purchased products for the building industry purpose is necessary specify in the order.

These General Terms and Conditions are integral part of the Purchase Contract.  
Contracting parties agree with concluding of the Purchase Contract according to the above mentioned conditions.

The Purchase Contract became operative by day of signing both contracting parties.  
The Purchase contract and the General Terms and Conditions changes are valid only in the write form and with an agreement both contracting parties.

Send to us the Purchase Contract and the General Terms and Conditions in one signed copy.

Buyer(s):

Seller(s):

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Date, name, signature

.....  
Date, name, signature

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