

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

General Purchase Conditions

**Concluded in accordance with § 1751 and following clauses of the Law Nr. 89/2012
Coll. – The Civil Code**

Preamble and definition of applied terms

These General purchase conditions are there to govern all business cases related to sales of products and services provided by SEEIF Ceramic, a.s. The products are not for construction purposes as stated by the Law nr. 22/1997Coll. In case the products are supposed to be applied in the construction, this must be specified in the order.

GPS – General Purchase Conditions of SEEIF Ceramic, a.s.

PC – Purchase Contract concluded to a particular business case

Buyer – user/reseller of the products and/or services provided by SEEIF Ceramic, a.s.

Seller – SEEIF Ceramic, a.s.

Frame Contract - a contractual agreement defining parameters of longer term and repeated cooperation

I. PRICE CONDITIONS

- 1.1. The subject of the Purchase Contract shall be supplied at prices stated at particular Purchase Contract and/or the prices agreed in a written form between SEEIF Ceramic, a.s. and the Buyer (order of the Buyer, valid pricelist for related period, email agreement etc.).
- 1.2. All prices of products are stated excluding VAT.
- 1.3. Prices of packages and transport fees shall be charged to the Buyer as a separate item.
- 1.4. The Buyer is entitled to return returnable packaging materials at its own cost. At the returning the packaging materials the Buyer shall issue an invoice to the Seller. A returned packaging material shall not be damaged, otherwise SEEIF Ceramic, a.s. is entitled either not to accept it, or to return it at the cost of the Buyer. A delivery note of the returned packaging material must state the date this material was supplied to the Buyer, number of the delivery note and invoice the respective packaging material was supplied within. Returnable as well as not returnable packaging material can be supplied to the Buyer for an exchange.
- 1.5. Packaging material prices shall be agreed upon in a Frame contract or Purchase Contract
- 1.6. The Prices of bagged products are stated including paper bags.
- 1.7. The Seller reserves a right to adapt the prices according to changing economic conditions.

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Trade reg.: Registration court
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II. PAYMENT TERMS AND CONDITIONS

- 2.1. The payment is to be carried out on the basis of a regular or advance invoice issued by the Seller. The Seller reserves a right to require payment by an advance invoice to be paid by the Buyer.
- 2.2. The invoice maturity is **30** days from a day of the delivery of the products to the Buyer or from the day the products are forwarded from any of SEEIF Ceramic, a.s. plants if not agreed upon otherwise in the particular Purchase or Frame Contract.
- 2.3. In case of partial supplies, the Seller has a right to issue a partial invoice on the day of the partial the supply was carried out.
- 2.4. In case the Buyer is delayed with the payment of any invoices, the Buyer is obliged to pay the Seller a contractual fine/interest in the following amounts: 0,05% from the unpaid amount for each day of the delay when the payment is delayed by 1- 30 days, 0,2% from the unpaid amount for each day of the delay when the payment is delayed by 30-60 days and 0,5% from the unpaid amount when the payment is delayed for more than 60 days. Until paid in the full scope, the products remain in ownership of SEEIF Ceramic, a.s.
- 2.5. If the Buyer fails to pay the invoices during their regular maturity period, the Seller has the right to suspend further supplies according to the Purchase Contract until the payment obligation of the Buyer are fulfilled. In this case for the Buyer there is no right for any eventual loss compensation. Should such a suspension be only temporary, until the respective invoices are paid in their full scope, a new delivery term shall be agreed between the Seller and the Buyer.
- 2.6. In case of molds production, there is an invoice issued by the Seller to the Buyer to pay for the moulds production in advance. When such an invoice is paid, the production of respective moulds begins.

III. DELIVERY TERMS AND CONDITIONS

- 3.1. The delivery place is agreed SEEIF Ceramic, a.s. plant, parity FCA, if not agreed upon otherwise in the particular frame or Purchase contract.
- 3.2. The cost and risks are transferred from the Seller to the Buyer at a moment when the Seller hands over the items/products specified in the Purchase Contract to the Buyer (initial carrier) at the agreed delivery place.
- 3.3. In case the Buyer organizes the transport on its own behalf, a delivery date must be agreed with the Seller in advance.

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- 3.4. The items/products are given over to a Carrier when required documents, necessary for the items/products takeover, are presented together with an identity card of the person taking over the items/products.
- 3.5. A delivery term is deemed to be a day of delivery in any of the Seller's plants.
- 3.6. The Buyer acquires ownership to the items/products after the full purchase price payment. However, if the Buyer pays the full purchase price prior to the items/products supply, the Buyer shall acquire the ownership to the items/products supplied according to the Purchase Contract as soon as the products/items are handed over.
- 3.7. In case of several partial deliveries is the Buyer obliged to take over the ordered commodity in the full scope according to the Purchase contract related to the Buyer's order, in case there is no Purchase contract, in the full scope according to the Buyer's order, at the latest within 90 days since the day the first partial handover/takeover of the commodity is carried out. In case the Buyer does not take over within this period, the Buyer is obliged, on the basis of the invoice issued by the Seller, to pay the price of the items remaining with the Seller and to pay monthly a storing fee of 0,1%/day of the value of the items remaining on stock for more than 90 calendar days. The maturity of such invoices is to be 30 days.
- 3.8. In case the Seller makes its own stock for the Buyer (in order to be able to supply constantly to meet the Buyer's needs), in case of the termination of the Business relationship the Buyer is obliged to buy out the stock made provably for the Buyer in full scope. In case the business relationship is terminated, the Seller is obliged to inform the Buyer on the composition of the Buyer's stock at the Seller's in writing and the Buyer is obliged to take the stock over within 90 days since such information was transferred to the Buyer and pay the respective stock in full scope.

IV. QUALITY, WARRANTY PERIOD AND CLAIMS

- 4.1. The parameters of quality and dimensional tolerances are set out in the relevant material sheets.
- 4.2. All claims must be made in writing and sent to the Seller, at the latest, by the 30th calendar day after delivery, in case there are obvious or qualitative defects.
- 4.3. The maximum period for reviewing of claim at the Seller's is 30 calendar days from since a written and technically and commercially clear claim was sent to the Seller.

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4.4. A claim should contain specific data on:

- delivered quantity,
- pallet label identification,
- quantity under claim,
- reasons for the claim,
- statement of the Buyer's representative or customer.

4.5. The Buyer must provide the Seller's representative an access to the area where the items/products under the claim are stored, as well as send the claimed products or samples thereof back upon request. In case the further claim administration proves the claim to be unrightful, the Seller may demand from the Buyer a compensation of provable expenses incurred during the administration of the claim.

4.6. The period required for resolving of a claim does not release the Buyer from the obligation to pay the invoice by the due date.

4.7. A claim is regarded as resolved when both Parties approve the way of solving the claim.

4.8. Guarantees for material durability in time are not provided.

V. MISCELLANEOUS

5.1. The Buyer will pay the contractual penalty in the scope of 100% of the purchase price in case, the products/items are not taken over according the concluded Purchase Contract, or the Buyer withdraws from the contract out of the reasons on the Buyer's side.

5.2. The withdrawal from the Purchase Contract applies only in case the Purchase Contract and/or these General Purchase conditions are violated in the substantial manner.

5.3. Both parties agree that all disputes are to be solved by means of negotiation. If the dispute cannot be solved by means of negotiations within 30 days, then all disputes that could result out of this contract or could be related to this contract are to be submitted to the Arbitration court of the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic in Prague or to its legal successor by the Act. No. 216/1994 Coll. as amended.

5.4. Each of either contracting party has right to apply to this court. Arbitral award shall be final for both contracting parties and cannot be appealed. Both contracting parties are obliged to meet liabilities arising from its judgment within the period specified in this judgment.

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- 5.5. These General Terms and Conditions are an integral part of the Purchase Contract. Contracting parties agree with concluding of the Purchase Contract according to the above-mentioned conditions.
- 5.6. The Purchase contract comes into effect on the day it is undersigned by both Parties. In case the Purchase Contract is not confirmed or contested in writing by the Buyer within 4 days after the Contract is provably sent to the Buyer, the Purchase Contract as well as these General Purchase Conditions are considered as accepted and confirmed in full scope by the Buyer.

General Purchase Conditions apply from 1st June, 2019 for an unlimited period of time. In case of an update or amendments, the provisions of the most actual/up-to-date/amended version apply.

On date

Buyer(s):

Seller(s):

.....
Date, name, signature

.....
Date, name, signature