

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

General Terms and Conditions

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

These General Terms and Conditions are there to govern all business cases related to sales of products and services provided by SEEIF Ceramic, a.s.

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 unless otherwise agreed in the Purchase Contract.
- 1.4. The prices of bagged products are listed including packaging.
- 1.5. The Seller reserves the right to change the prices based on changing economic conditions.

II. Payment terms and conditions

- 2.1. The basis for payment is an invoice or advance invoice. The Seller reserves the right to demand payment by an advance invoice to be paid by the Buyer.
- 2.2. The Invoices are due 30 calendar days from the date of delivery of the goods to the Buyer or from the date of shipment from the SEEIF Ceramic, a.s. plant, unless otherwise agreed in the Purchase Contract.
- 2.3. In the case of deliveries with gradual fulfillment, the Seller has the right to invoice on the day of partial fulfillment of the delivery.
- 2.4. In the event of the Buyer's delay in payment for the delivered goods, the Buyer undertakes to pay the Seller interest on the delay in the following amount: 0.05% from 1-30 days of delay, for the next 30 to 60 days of delay 0.2% of the amount owed for each day of delay, over 60 days of delay 0.5% of the owed amount for each day of delay. The goods remain the property of SEEIF Ceramic, a.s. until full payment.

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e-mail: info@ceramic.cz
www.ceramic.cz

ID: 28307372
VAT: CZ699006556
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: BACZXP

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- 2.5. If the Buyer does not pay the invoices by the due date, the Seller is entitled to suspend further performance without the Buyer's right to compensation and to continue this performance only after payment of the amounts due by the Buyer. This changes the delivery period and the parties agree on a new delivery period.
- 2.6. In the case of production of new molds, an advance invoice will be issued to the Buyer, and only after its payment will production of the mold begin.

III. Delivery terms and conditions

- 3.1. The delivery place is agreed plant of SEEIF Ceramic at FCA parity, unless otherwise agreed in the 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 products specified in the Purchase Contract to the Buyer (the first carrier) at the agreed delivery place.
- 3.3. In case the Buyer organizes the self-delivery transport, it is necessary to agree the delivery date in advance.
- 3.4. The goods are issued to the contracted carrier upon presentation of an identity document.
- 3.5. The day of delivery of the goods means the day of dispatch from the Seller's plant.
- 3.6. The Buyer acquires ownership rights to the products upon payment of full purchase price. However, if the Buyer pays the purchase price in full before the day of delivery of the goods, the Buyer acquires ownership rights to the goods as soon as the goods are handed over to him in accordance with the Purchase Contract.
- 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, but no later than 90 days from the moment of the first partial delivery. If the goods are not collected within this period, the Buyer undertakes to pay for all uncollected goods on the basis of the invoice issued by the Seller. The Seller also has the right to issue an invoice for storage fees in the amount of 0.1% of the value of uncollected goods for 1 day of delay in collection for each calendar month with a delay in collection of goods exceeding 90 days.
- 3.8. In case the Seller makes its own stock for the Buyer (in order to be able to supply constantly to meet

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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. The Seller is obliged to inform the Buyer about the current status of its products in its warehouse within seven days from the written notification of termination of cooperation made by either the Buyer or the Seller, and the Buyer is obliged to collect and pay for the goods in stock on the date of notification within 90 days from this notification.

IV. Quality, warranty period and claims

- 4.1. Quality parameters and dimensional tolerances are specified in the relevant material sheets.
- 4.2. Any complaint must be made in writing, no later than the 30th calendar day after receipt of the delivery, if there are obvious or qualitative defects.
- 4.3. The maximum period for reviewing a delivery complaint by the Seller is 30 calendar days from the receipt of a written and technically and commercially clear complaint from the Buyer.
- 4.4. The complaint must contain the following information:
 - invoice number, or delivery note,
 - photo of the production label of the pallet,
 - delivered quantity,
 - claimed quantity,
 - percentage of claimed products from the delivery,
 - pallet identification – label,
 - the reason for the complaint,
 - evidence of the validity of the claim (photo, video, analyses, reports),
 - the opinion of the Buyer or the Buyer's representative.
- 4.5. The Buyer must allow the Seller's representative to inspect the claimed delivery or part thereof in the place of its storage, as well as to return the claimed products on request. In the event that the complaint was evaluated by the Seller as unjustified, the Seller may demand compensation from the Buyer for the demonstrable costs incurred by the inspection of the claimed delivery.
- 4.6. The time required to resolve the complaint does not release the Buyer from the obligation to pay the invoice by the due date.
- 4.7. The complaint is closed after mutual agreement on the method of resolving the complaint.
- 4.8. Time guarantees for the durability of the material are not provided.

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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 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 the 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.
- 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 Terms and Conditions are considered as accepted and confirmed in full scope by the Buyer.

These General Terms and Conditions of SEEIF Ceramic, a.s. published on the website of the company www.ceramic.cz are valid and effective from November 1, 2024 and replace the GTC valid and effective from June 1, 2019.

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