

SICO RUBENA s.r.o. Geral Conditions of Sale

1. Introductory provisions

- 1.1. These General Conditions of Sale (hereinafter referred to as „**Conditions**“) regulate mutual rights and obligations of the company SICO RUBENA s.r.o., with registered office at Náchodská 449, 549 32 Velké Poříčí, ID No. 25931431, registered in the Companies Register kept by the Regional court in Hradec Králové, section C, file 15541 (hereinafter referred to as the "**Seller**"), and the customer (hereinafter referred to as the „**Buyer**“), occurring when goods are sold by the Seller to the Buyer (hereinafter referred to as „**Goods**“).
- 1.2. These Conditions apply to any contractual relationships occurred between the Seller and the Buyer in connection with the sale of Seller's Goods to the Buyer. Any application of the Buyer's conditions of sale shall be excluded.

2. Order and conclusion of a sales contract

- 2.1. The Seller enables to the Buyer to order Goods via e-mail or fax message (hereinafter referred to as the „**Order**“).
- 2.2. The Buyer's Order delivered to the Seller shall be binding for the Buyer.
- 2.3. The confirmation of the Buyer's Order by the Seller shall be considered the conclusion of the sales contract (hereinafter referred to as the „**Contract**“), with these Conditions making its integral part. The confirmation of the order by the Seller via e-mail or telephone call in which the Seller shall confirm the content of the Order, especially the type of Goods, number of pieces, price of Goods and method and expected date for Goods to be prepared for taking shall be considered the confirmation of the Order.
- 2.4. If the Order is confirmed by the Seller, it may not be unilaterally modified or cancelled without the Seller's express consent in writing. If the Buyer requests cancellation and the Seller expresses his consent with this cancellation in writing, the Seller may request the compensation of any additional costs incurred by the Seller resulting from the cancelled Order.

3. Prices and payment terms

- 3.1. The purchase price for Goods shall be set by the Seller for every Buyer based on the Price list or the price quotation of the Seller.
- 3.2. If not otherwise agreed, prices are mentioned without value added tax, packaging, insurance and possible transport costs.
- 3.3. If the purchase price is agreed to be paid after the takeover of Goods, this shall be paid based on the tax document – invoice due within 17 days from the date of its issuance, if there is no another due date agreed. In the event of a delay in payment of the purchase price the Buyer undertakes to pay to the Seller a contract penalty amounting to 0.05% of the sum owed per every day of delay. The claim for damages shall not be affected by the contract penalty payment.
- 3.4. Due dates are considered to be met, if the proper sum is credited to the Seller's account specified on the relevant invoice within those periods.
- 3.5. The Seller is entitled to set off Buyer's payments against older invoiced items due including appropriate interests on delay payment, contract penalties and other costs, in the following order: costs, contract penalties, interests on delay payment, the main sum owed. If there are more Buyer's debts owed to the Seller from different orders, the Seller shall decide of the debts against which the Buyer's payments will be set off.
- 3.6. Should the invoice be not paid in due date, the Seller may ask the Buyer to return the Goods and the Buyer undertakes to send the Goods back to the Seller.

3.7. The Buyer is not entitled to set off, withhold or reduce the purchase price without prior consent of the Seller in writing, even if he claims his rights resulting from defects in Goods or any other counterclaims.

4. Delivery terms

- 4.1. The place of performance is the registered office of the Seller and, if not otherwise agreed, the delivery terms of EX WORKS clause as specified in INCOTERMS 2010 shall be applied.
- 4.2. The ownership of Goods shall pass on to the Buyer after the full payment of the purchase price for Goods. The risk of a damage to Goods shall pass on to the Buyer at the moment when Goods are ready to be taken over by the Buyer.
- 4.3. The Buyer undertakes to take over Goods and confirm the takeover of Goods on the delivery note or another document of the Seller, or possibly carrier.
- 4.4. The Buyer shall not refuse Goods unless it is prevented by a discrepancy between the data stated on the invoice and the Goods actually delivered.
- 4.5. If the Buyer does not arrange for the takeover of the agreed Goods on the day of delivery, the Goods will be put into the warehouse by the Seller and the Buyer is obliged to pay to the Seller the storage fee amounting to 0.1% of the price of the uncollected Goods per every day of storage.

5. Delay

- 5.1. If the Seller is unable to perform his obligations towards the Buyer in time due to the delay of his supplier and this is communicated by him to the Buyer before the date of expected readiness of Goods for takeover, such situation shall not be considered the Seller's delay.
- 5.2. If the Seller is provably unable to comply with the date of expected readiness of Goods for takeover due to a force majeure reason (e.g. a state action, war actions, strike, operating, transport and power failures, etc.) and informs the Buyer of the force majeure occurrence without delay, the date of expected readiness of Goods for takeover shall be postponed for the duration of the force majeure event.
- 5.3. If Goods are not ready for takeover by the Buyer within 15 working days from the date of expected readiness of Goods for the takeover communicated to the Buyer, the Buyer has the right to request a contract penalty from the day following the date of expected readiness of Goods for takeover. The contract penalty shall be 0.5% of the purchase price for Goods per every whole week of delay. The sum of the contract penalty shall not be more than 2.5% of the total purchase price for Goods in compliance with a particular Contract. If only part of Goods as per a particular Contract is delayed, the contract penalty shall be calculated from the part of the purchase price corresponding to the part of Goods that was not delivered. The contract penalty shall be payable on the Buyer's request in writing. The Buyer is obliged to exercise his right for the contract penalty in writing within thirty (30) days from the date of expected readiness of Goods for takeover, otherwise his right for penalty shall expire.
- 5.4. If the delay in the delivery of Goods is to such extent that the Buyer is entitled to the penalty in maximum amount in compliance with the preceding paragraph and the Goods are not delivered, the Buyer has the right to request the delivery in writing within the final reasonable period of at least eight (8) weeks. If the Seller does not execute the delivery within such final period due to circumstances not attributable to the Buyer, the Buyer has the right to withdraw from the particular Contract in writing. If the Buyer withdraws from the particular Contract, he has the right for the compensation of direct costs incurred by him as a result of the Seller's delay. The total compensation, including the penalty in compliance with the preceding paragraph, shall not be more than 5% of the purchase price for the undelivered Goods as per the particular Contract.
- 5.5. In the event that the Buyer does not pay his obligations from previous supplies towards the Seller or entities with which the Seller is connected in capital terms within the period agreed, or if the Buyer is in liquidation, an execution is ordered towards the Buyer or an insolvency

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proceeding is started towards the Buyer or if there is a reasonable concern that the Buyer will not perform his obligation (even not payable yet), the Seller reserves the right to stop the performance of other supplies until the Buyer's obligations towards the Seller are paid in full. In such case the Buyer has no right to request the sanction for delayed performance.

- 5.6. In the event of a recurrent failure to perform the Buyer's obligations towards the Seller or Buyer's delay in payment of more invoices, this shall be considered the material breach of the Contract and the Seller reserves the right to modify the payment terms so that the Seller's supplies to the Buyer are realized against advance payment, cash on delivery or cash payment. In such case the payment method shall be decided by the Seller.

6. Goods packaging and quality

- 6.1. If not expressly otherwise agreed, Goods shall be packaged in a usual way so as to prevent the damage of Goods during transport.
- 6.2. If, based on Goods nature, Goods are transported in returnable containers, the Seller has the right to invoice the containers together with the price of the Goods supplied in compliance with the particular Contract. In this case, the Buyer has the right to send the containers or possible transport means back to the Seller. The Seller is obliged to take the containers or transport means back if they are sent back to him within 6 months from the execution of the delivery of the particular Goods and, if they are usable and corresponding to the condition at the delivery realization, to pay to the Buyer the same price for which they were invoiced to him by the Seller. The Buyer is obliged to properly handle the returnable containers and send them back to the Seller empty and clean. Returnable containers and transport means shall be returned by the Buyer to the place from which the delivery was dispatched.
- 6.3. The qualitative properties of the Goods in question, such as technical parameters, design, appearance and others, are specified in the offer or, for standard manufactured Goods, valid ČSN /Czech standards/ and company standards /PN/ shall be used and these Goods shall be supplied in standard quality corresponding to these standards.
- 6.4. Non-standard Goods manufactured on the basis of individual requirements of the Buyer or in compliance with his drawing documentation shall be manufactured according to the parameters and workmanship specified by the Buyer's drawing and other documentation submitted and contractually agreed between the Seller and the Buyer. The Buyer reserves the right to apply manufacturing and material deviations in design, if these do not affect the quality and declared properties decisive for the function of Goods.

7. Faulty performance and complaints

- 7.1. The Seller shall be responsible towards the Buyer for defects in Goods as per the Act No. 89/2012 Co., Civil Code, as amended (hereinafter referred to as „**Civil Code**“).
- 7.2. The Buyer is obliged to examine the Goods when taking them over. If a mechanical damage to containers or Goods is found out, a record on the delivery damage must be made and this fact must be confirmed by the Seller. The same procedure shall be used if a quantity difference in the Goods ordered is found out. By signing the delivery note or invoice the Buyer agrees with the Goods takeover, confirming their takeover without any visible defects and in the quantity specified on the delivery note or invoice.
- 7.3. Should the Buyer find a defect after the takeover of Goods, he must immediately notify the Seller of the defect found. Possible complaint about the Goods must be filed by the Buyer in writing without unnecessary delay after the defect had been found. Oral or telephone complaints will not be taken into account.
- 7.4. The Complaint must include at least the following:
- identification data of the Buyer (company, ID No., registered office),
 - specification of the Goods under complaint,
 - description of the defect under complaint,

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- photos of the defect or defective samples,
 - a copy of the attest (quality certificate), if attached to Goods, and a copy of the delivery note for the relevant delivery of Goods,
 - date of the complaint filing and signature.

- 7.5. If a complaint about irremovable defects is accepted, the Seller shall replace the defective Goods with new faultless Goods. If a complaint about removable defects is accepted, the Buyer is entitled to the repair of Goods free of charge or to a reasonable discount from the purchase price.
- 7.6. The Seller reserves the right to have physically checked the Goods under complaint by his employees or authorized persons in order to assess whether the complaint is justified.
- 7.7. The Seller is entitled to the compensation of costs in the event of an unjustified complaint or recurrent baseless complaint which implies the abuse of rights on the Buyer's side.

8. Quality certificate

- 8.1. The Seller shall grant the Quality warranty for Goods for a period of 6 months from the delivery of Goods to the Buyer.
- 8.2. The Quality warranty shall not apply to the defects resulting from an unprofessional intervention of the Buyer (or a third person), defects resulting from unsuitable storage of Goods, based on Goods wear caused by operation, resulting from unsuitable or excessive use or use in unsuitable equipment, or as a consequence of damage resulting from exposing Goods to excessive mechanical, chemical or thermal effects. ČSN 63 0001 shall be applied for warehousing rubber products.

9. Personal data protection and confidentiality

- 9.1. The Seller as an administrator of personal data within the meaning of the European Parliament and Council (EU) regulation 2016/679 of 27th April 2016 on the protection of natural persons in connection with personal data processing and free movement of these data and cancellation of the regulation 95/46/ES (hereinafter referred to as „GDPR“) will be processing the personal data obtained from the Buyer and his representatives within negotiations concerning the conclusion and performance of the Contract in compliance with the rules provided in GDPR and in compliance with these Conditions.
- 9.2. The subject matter of personal data processing by the Seller are the personal data of the Buyer, his representatives, employees, co-workers and members of statutory bodies of the Buyer (hereinafter referred to as the „Buyer's staff“), in particular: (i) identification data (mainly name and surname, position) and (ii) contact data (especially e-mail address and tel. numbers), (iii) the data necessary for the delivery of Goods, insurance or payment of purchase price in compliance with the Contract.
- 9.3. The Seller shall process the personal data of the Buyer's staff to the extent necessary for performing his obligations in compliance with the Contract, execution of his rights, performing legal duties and associated commercial communication with the Buyer. The Seller shall process the personal data of the Buyer's staff for the duration of business relationship.
- 9.4. In connection with processing the Buyer's staff personal data in compliance with the Contract, the Seller declares that he (i) will be processing personal data in compliance with GDPR requirements; (ii) will allow to the Buyer's staff the execution of their rights as per GDPR; (iii) will arrange for the confidentiality of persons processing personal data; and (iii) will erase any personal data of the Buyer's staff after the termination of processing purposes according to these conditions.
- 9.5. The Buyer undertakes: (i.) to inform the Buyer's staff of processing their personal data by the Seller in connection with the conclusion and performance of the Contract under these conditions

including associated rights as data subjects as per GDPR; (ii.) to inform the Seller in the event of a change in the Buyer's staff or their personal data communicated to the Seller.

- 9.6. The Buyer is obliged to maintain confidentiality concerning all facts that are or will be made available, handed over, communicated to him or that will be made known to the Buyer in any other way or in connection with the Contract or contractual relationship based on the Contract, particularly concerning all facts with respect to the Seller, his employees and customers, technical and organizational facts of the Seller or his customers, business relationships and balance situation of the Seller and his customer as well as concerning job orders performed by the Seller, concerning the method, extent and content of these job orders and he undertakes not to communicate or make available these facts and information to third persons and/or not to use them for his benefit or for the benefit of third persons. These obligations shall continue even after the termination of the Contract.
- 9.7. The obligation to maintain confidentiality in compliance with the preceding paragraph of these Conditions shall also apply to any facts covered by trade secret within the meaning of § 504 of the Civil Code, i.e. particularly to any facts of business, manufacturing and technical nature in material or non-material forms associated with the Seller and his customers, his know-how, his technical solutions, strategic plans and balances, proposals and procedures, or possibly any other facts associated with the Seller and/or his customers having actual or at least potential material or non-material value for the Seller and/or his customers.
- 9.8. Any technical grounds, drawings, moulds, samples as well as any other industrial rights or copyrights create the intellectual property of the Seller and if provided to the Buyer, they may only be used by the Buyer for the purpose agreed in writing between the Seller and the Buyer. If not otherwise agreed in writing, none of these rights shall pass on to the Buyer.
- 9.9. If the Seller supplies the Goods manufactured in compliance with the drawings, patterns or samples handed over to him by the Buyer, the Buyer shall be responsible for the fact that no intellectual rights of third persons are breached by manufacturing and delivering such Goods. If a third person claims damages from the Seller based on the breach of their intellectual property rights, the Buyer must compensate any damages and associated costs to the Seller.

10. Change in the Conditions

- 10.1. The Buyer acknowledges that with respect to the Seller's efforts to improve the quality and extent of the Goods being provided, changes and development of legal rules and the business policy of the Seller, the Seller has the right, if not otherwise agreed with the Buyer, to unilaterally change these Conditions always effective as on the 1st day of any calendar month, with the new wording of the Conditions to be also published on the Seller's web page as on the 1st day of the preceding calendar month at the latest. The Buyer undertakes to make himself acquainted with the current versions of the Conditions and their possible changes always as on the 1st day of the relevant calendar month on the web page of the Seller.

11. Other clauses

- 11.1. The Buyer undertakes to immediately inform the Seller of any changes concerning his authorization to pursue entrepreneurial activity, tax duties (especially a change in tax ID No. and the tax administrator), his bank connection and occurrence of insolvency.
- 11.2. In the event that Goods are supplied abroad and the transport of Goods outside the Czech Republic territory is arranged for by the Buyer or possibly his contractual carrier, the Buyer is obliged to provide to the Seller a written certificate confirming that the shipment of the Goods really left the Czech Republic territory, with this to be done within 30 days from the day when the Goods were dispatched from the Seller's warehouse at the latest. The written certificate shall be understood to be the CMR bill of landing, delivery note with the confirmation of the consignee's state or a written statutory declaration of the Buyer or possibly another authorized person (carrier) stating that the Goods were physically transported outside the Czech

Republic territory. If the Buyer fails to meet this obligation, the Buyer undertakes to pay to the Seller a penalty amounting to the corresponding sum of the value added tax as per the relevant legal regulations of the total price for the Goods delivery in question that was to be delivered outside the Czech Republic territory in compliance with the partial purchase contract. If the value added tax is additionally assessed to the Seller by a relevant tax administrator due to insufficient proof means on the Buyer's side for the confirmation that the Goods physically left the CR territory, the Buyer is obliged to also compensate to the Seller any interests and penalties additionally assessed to the Seller by the tax administrator, in addition to the penalty stated in the preceding sentence.

- 11.3.** The Seller may ask from the Buyer a certificate stating the fact that the Goods delivery left the Czech Republic territory even retrospectively, within 4 years from the handover of the Goods to the Buyer or possibly his carrier at the latest.

12. Final clauses

- 12.1.** These Conditions as well as the Contract shall be governed by the Czech law, particularly the Civil Code. The application of the UN convention on contracts for the international sale of Goods shall be excluded. Any disputes arising from or associated with the Contract shall be submitted to a relevant civil court located in the place of the Seller's registered office.
- 12.2.** The Buyer shall take over the risk of a change in circumstances within the meaning of § 1765 par. 2 of the Civil Code.
- 12.3.** The Buyer is not entitled to pass on his receivables from the Seller resulting from particular Contracts to a third person without the Seller's prior consent in writing. The Buyer is not entitled to pass on his rights and obligations from particular Contracts or their parts to a third person without the Seller's prior consent in writing.
- 12.4.** The Seller has the right to claim any compensation for damage regardless of its possible coverage by interests on delay or a contract penalty.
- 12.5.** The Buyer has no right to unilaterally set off any of his receivables from the Seller against any of his sums owed from the Contract towards the Seller.
- 12.6.** If any of the provisions of these Conditions becomes totally or in part invalid, apparent, inefficient or unenforceable, however, it would be valid, efficient and enforceable if a part of which is deleted, this provision or its part shall be considered deleted to the extent needed for the validity, efficiency and enforceability of these Conditions as a whole, while maintaining the original economic meaning of the given provision as much as possible. In such event the Seller shall replace such invalid, apparent, inefficient or unenforceable provision with the provision that best meets the meaning of such invalid, apparent, inefficient or unenforceable provision.
- 12.7.** These Conditions were approved by SICO RUBENA s.r.o. company and come into effect as of 1. 3. 2020.