

## GENERAL COMMERCIAL TERMS

### I. General Terms and Conditions

1. The Seller is IMECON Containers, a.s., with the registered office in 387 Trnava, 763 18 Trnava by Zlín, registered in the Commercial Register maintained with the Regional Court of Brno, Section C, File 32913. Company Registration No: 25552996, Tax Registration No: CZ25552996, bank account maintained with Česká spořitelna a.s., bank account number in CZK 7310642/0800, EURO bank account: IBAN: CZ38 0800 0000 0000 0731 0722, BIC: GIBACZPXXXX.
2. These General Commercial Terms (hereinafter referred to as "GCT") shall be applied to regulate contractual relationships between the Seller and the Purchaser after a Contract of Purchase to deliver goods sold by the Seller has been concluded (a written Contract of Purchase or approved order). These GCT shall be used only in case when their usage is explicitly excluded from the Contract.
3. These GCT are governed by the Civil Code.
4. These GCT regulate rights and duties of contractual parties arising from the Contract for goods delivery concluded by IMECON Containers, a.s. as the Seller.
5. If "Contract" or "Contract of Purchase" is used further in the text, this is understood as a written contract of purchase as well as every approved order made by the Purchaser (an oral contract of purchase).

### II. Order, Contract Conclusion

1. Customer's (Purchaser's) order is a proposal to conclude a particular Contract of Purchase. Placing such order, the Purchaser confirms to be familiar with GCT content and agrees with it.
2. The Contract of Purchase is concluded after the Purchase Order has been unconditionally accepted by the Seller. If the Seller does not accept the Purchase Order unconditionally, the date the Purchaser confirms the consent with the Seller's counterclaim is considered as the date of concluding the contract.
3. The Purchase Order must contain at least the following:
  - a) Purchaser's identification data (company, registered office, company identification number, tax identification number)
  - b) Purchaser's bank account data
  - c) the name, surname and signature of a person entitled to act on Purchaser's behalf
  - d) the unambiguous designation of the goods (product), design, quantity and other requirements
  - e) the place of delivery, or transport requirements
  - f) the delivery
4. The Purchase Order may be placed in a written form, by fax or email in the Seller's registered office.
5. Based on the contract concluded, the Seller shall supply the Purchaser with the goods designated individually or by quantity and shall transfer proprietary right to the Purchaser. The Purchaser is obliged to pay the agreed price of the goods.

### III. Goods Delivery

1. The delivery place is specified by the Contract. Unless the Contract specifies the delivery place, the Purchaser shall collect the goods in the Seller's place of business. The fact that the goods is ready for collection shall be communicated to the Purchaser in advance, at least 1 day ahead, at the contact specified in the Contract.
2. The goods delivery shall be provided by the Purchaser unless the Contract specifies otherwise. The delivery costs shall be paid by the Purchaser.
3. Unless the Seller is obliged to deliver the goods to the Purchaser in a particular place and the Purchaser shall not collect the goods in the Seller's place of business, the delivery is provided by the first delivery company if the Contract specifies the Seller's duty to send the goods to the Purchaser.
4. Delivery period shall be specified by the Contract.
5. If the delivery of the goods to the Purchaser within the period specified is impossible due to unforeseeable circumstances, the delivery period of the goods shall be prolonged accordingly by such number of calendar days during which it was impossible for the Seller to deliver the goods. The Purchaser shall be informed about these unforeseeable circumstances. If the Seller shall objectively not be able to deliver the goods in the agreed period due to unforeseeable circumstances which he/she has not caused, the Purchaser shall not be entitled to require the Seller to pay penalties agreed on in case of Seller's delay in goods delivery.
6. Unless specified otherwise in the Contract and if possible regarding the subject of the Purchase, partial fulfillment, i.e. fulfillment by parts, is possible. The Purchaser shall be obliged to accept the delivery.
7. If the delivery of the goods by parts is specified in the Contract (partial fulfillment), the seller shall not be entitled to withdraw from the Contract due to delay in partial delivery of the goods.

### IV. Quantity, Quality, Design and Packaging

1. The Seller shall supply the Purchaser with the goods in the quantity, quality and design specified in the Contract. The goods shall be packed or prepared to be transported in the manner specified in the Contract. Packing cost shall be borne by the Purchaser.
2. Unless the Contract designates quality or design of the goods, the Seller is obliged to deliver the goods in the quality and design complying with the purpose of usage specified in the Contract; if not specified in the Contract, then the purpose such goods are commonly used for.
3. If the goods shall be delivered in accordance with a specimen or model, the Seller shall supply the goods with the characteristics of the specimen or model which the Seller submitted to the Purchaser.
4. Unless the Contract specifies the manner of packaging or fitting for the transport, the goods shall be packed and prepared for the transport in the manner customary for such goods or in the absence of such manner, in the manner necessary for the preservation and protection of the goods.

### V. Purchase Price

- 5.1. The Purchase Price is specified in the Contract and is based on an individual calculation of the price of the goods according to Seller's price list valid on the day the Contract was concluded. The Purchaser declares to be familiar with the price of the goods and accepts this without reservation.
- 5.2. Unless specified otherwise in the price quote, the prices stated in the Contract shall not include packaging, transport and transport insurance costs.
- 5.3. Value added tax (VAT) shall be added to the Purchase Price in accordance to applicable legal regulations.
- 5.4. The goods shall remain the Seller's property until full payment of the Purchase Price by the Purchaser is made.

#### **VI. Payment Terms And Conditions**

1. The Purchaser is obliged to pay the Purchase Price of the goods based on an invoice. Unless the Contract specifies otherwise, the invoice is due in 14 days since the day of its issuance.
2. The invoice shall contain the formalities stated by valid legal regulations. Among the mandatory invoice formalities there are as follows: the invoice number, Purchaser's name, registered office, company identification number, tax identification number, Seller's name, registered office, company identification number, tax identification number, subject of the purchase, date of taxable supply, price of goods, price of packaging, transport package price, invoice due date, name of the bank and bank account number for the money transfer, total amount invoiced and other legal formalities.
3. In case of Purchaser's delay to pay the agreed purchase price, the Purchaser is obliged to pay the Seller a contractual fine of 0.1% of the due amount for each day of the delay the Purchaser fails to pay the Purchase Price.
4. In case of delay to pay the due amount of the Purchase Price of the goods, the Seller is entitled to transfer the debt to a third party without any restrictions.

#### **VII. Proprietary Rights Transfer, Reservation of Title**

1. Proprietary right to the goods is transferred to the Purchaser at the time the full payment of the Purchase Price of the goods is settled.
2. Danger of damage to goods passes to the Purchaser at the time of taking over the goods.

#### **VIII. Warranty Period**

1. The Seller is responsible for defects the goods have at the time of its takeover by the Purchaser and for defects which occur during the warranty period. The Seller is responsible for defects which occurred after the delivery to the Purchaser only in case these defects have been caused by breach of his/her duties.
2. The Seller provides a 12-month warranty period unless the Contract specifies otherwise. The warranty period starts at the moment of taking the goods over by the Purchaser.
3. The Purchaser shall claim defects covered by warranty in a written form at the Seller without any delay after they have been identified (hereinafter referred to as "Claim"). The Purchaser is obliged to sufficiently describe and specify the defect of the goods in the written Claim.
4. The warranty of goods quality shall not be applied to defects occurring after common usage of the goods, overloading, unauthorized technician intervention, inappropriate use, use of non-original or inappropriate accessories.
5. When claiming a refund, the Purchaser is obliged to provide the Seller with the original warranty certificate. The Claim shall not be accepted in case the goods are no longer provided with the product serial number label, product serial number label is illegible, the data on the label and in the warranty certificate differ, instructions for operation and maintenance or any other instructions given to the Purchaser were not observed. The Claim shall not be accepted if the defect of the goods arises because the goods are used for a different purpose than the one the goods are intended for.
6. The warranty period begins on the day of the goods takeover by the Purchaser or on the day of the handover to the first carrier to transfer the goods to the Purchaser.
7. The warranty period excludes the time the Purchaser is unable to use the goods due to defects which the Seller is responsible for.

#### **IX. Other Provisions**

1. Legal relationships between the Seller and the Purchaser are governed by the Czech legal order.
2. Legal relationships resulting from the Contract concluded between the Seller and the Purchaser are governed by this Contract, these GCT, instructions for operation and usage of the goods. Instructions for maintenance and operation of the goods are available on [www.imecon.cz](http://www.imecon.cz) and are an integral part of the Contract.
3. The Seller and the Purchaser have agreed that all disputes arising from the Contract concluded and disputes related to the Contract concluded shall be settled by an agreement first. If the settlement is not possible, the dispute shall be settled by courts of the Czech Republic.

#### **X. Final Provisions**

1. Any contracts concluded between the Seller and the Purchaser are governed by these General Commercial Terms unless explicitly stated otherwise.
2. The Purchaser is obliged to observe confidentiality about all the facts he/she learns in a direct relation to the Contract concluded with the Seller.
3. The updated version of GCT is available on [www.imecon.cz](http://www.imecon.cz).