

GENERAL TERMS AND CONDITIONS

of the **GRANITOL joint stock company**, established in Moravsky Beroun, Partyzanska 464, Olomouc municipality.

The general terms and conditions, hereinafter referred to as the GTC, are based on the relevant provisions of the Civil Code and the Consumer Protection Act, as amended. These GTC shall apply to the definition of business relationships when selling the goods to a business company GRANITOL joint stock company, if the Contracting Parties agree on their application in the purchase agreement or the framework purchase contract. The provisions of these GTC apply unless the parties stipulate otherwise in the contract. Any derogating provisions in the purchase contract or the framework purchase contract take precedence over the provisions of these GTC.

I.

Price and payment terms

The purchase price for the goods sold shall be charged by the vendor via an invoice. By the moment of payment of the purchase price is understood the crediting of the price to the seller's account.

Should the buyer fail to pay the purchase price within the stipulated period, the seller is entitled to charge, and the buyer is obliged to pay, an agreed interest on arrears of 0.05% of the non-paid purchase price of the goods, for each day of the payment delay. Delay with payment of the purchase price longer than 14 calendar days from the due date shall be considered a material breach of the purchase contract, which entitles the seller to withdraw from all other already agreed purchase agreements (or confirmed orders). A credit limit shall be set by the seller for each buyer. The credit limit determines the maximum amount of outstanding obligations of the buyer to the seller. Using the credit means the creation and existence of a specific commitment from the buyer to the seller, by virtue of the collection of the goods or services or the obligations arising from the contract terms or the general terms of service. The credit available is the value of the credit limit lowered by all the drawdowns. The available part of the credit limit may be blocked by the seller in the amount of orders made for deliveries of goods already prepared for shipment or are in the process of preparation for the shipment, delayed due to specifications of the buyer's request. Should the credit limit be exhausted, the order for delivery may be blocked. The buyer shall be informed about this blocking via our sales representative or customer service. The seller also reserves the right to block the order should there occur an outstanding invoice past its due date.

II.

Delivery

The goods shall be delivered according to the delivery clause EXW INCOTERMS 2010. The delivery of goods shall be effected by the reception of the goods by the buyer at the buyer's place of business, or by the first carrier to transport the goods to the named place where the seller contractually undertook to transport the goods. The obligation of the seller to provide the buyer with the agreed quantity of goods and the buyer's obligation to receive the agreed quantity of goods shall be deemed to have been fulfilled, if the quantity of goods actually delivered and received does not differ from the quantity stipulated in the contract by more than 5%. The agreed delivery dates are binding for both the contracting parties. The seller shall store the goods free of charge for a maximum of 5 days from the date agreed in the purchase contract or confirmation order. After this period, the seller is entitled to charge the buyer a warehousing cost of 25,-CZK/1m²/1 day (ex. VAT). The buyer shall become the owner of the seller's goods only on the date of the full payment of the agreed purchase price.

The risk of damage to the goods is transferred to the buyer by taking over the goods, or, if so agreed in the purchase contract or the framework purchase agreement, upon the delivery of the goods to a carrier at the agreed place.

III.

Transport packaging

The seller shall be obliged to supply its goods in packages which do not interfere with the completeness and quality of the goods in the normal mode of transport and handling. Transport packaging shall be invoiced to the buyer upon the delivery of the goods as a separate item (transport packaging is defined as pallets and metal containers).

IV.

Quality of the goods, warranty period and claims

The goods are manufactured in accordance with the relevant company standard of the seller, in accordance with the quality management system complying with EN ISO 9001:2015. The quality of the goods, including technical conditions and duration of the warranty period, is arranged according to the relevant corporate supply standard (hereinafter referred to as CSS); technical terms of delivery (hereafter referred to as TTD) for the supplied product.

The seller shall inform the buyer of the characteristics of the goods sold, the manner in which they are used, the maintenance and the dangers resulting from its misuse or maintenance including the warranty period for each of the goods delivered. This information is contained in the relevant CSS and material sheet of the product, with the contents of which the buyer was properly acquainted, which the buyer shall confirm by signing the purchase contract or the framework purchase contract.

The seller shall provide a warranty period of 6 months. The warranty period starts on the date of delivery of the goods. For the warranty period, the seller undertakes that the seller's goods will, subject to compliance with the conditions set out in the CSS and TTD, be eligible for the agreed purpose of use, or for the usual purpose of use, or that it retains agreed or customary properties. The warranty period shall not run for as long as the buyer cannot use the goods due to their defects, for which the seller is responsible. Acceptance of goods is carried out by the buyer at the delivery point according to the respective CSS or TTD. Acceptance shall mean verification of the quantity and quality of the goods and packaging (including pallets) and the accuracy of the supplied documentation. Claims by the buyer are submitted in writing, with a proposal for the solution, and without undue delay after detecting the defect claimed. The claimed goods claimed must be protected against pollution or further damage and marked in such a way as to clearly identify it (by a production shield, label, sticker, clearly identifying the manufacturer and the date of manufacture). Should these conditions not be fulfilled, the claim shall be considered inconclusive.

V.

Circumstances excluding liability

The liability of the contracting parties for the partial or total failure to fulfil the contractual obligations shall be excluded if this has occurred as a result of force majeure. "Force majeure" means any unforeseeable or unavoidable event, which arose independently of the will of the contracting parties after the signing of the contract and which a contracting party concerned could not prevent. The contracting party on whose side the circumstances of force majeure occur, shall immediately notify the other contracting party of its occurrence and the duration thereof, but not later than 10 calendar days after the termination of the effects of the force majeure circumstances, otherwise this event shall not be taken into account. The contracting parties are obliged to fulfil the obligations of the contract as soon as the effects of the force majeure circumstances have ceased to exist, the delivery periods and all other periods of time shall be adjusted (delayed) by the time of the duration of the circumstances, if the force majeure circumstances do not exceed 90 calendar days.

VI.

Withdrawal

Withdrawal from the contract can only be effected in the cases provided for in the contract, these GTC or the Law. Withdrawal notice must be effected in writing, by registered letter to the address of the other contracting party. In doubt, the withdrawal notice shall be deemed to have been delivered on the third day of the date of dispatch.

VII.

Applicable law

The legal commercial relations arising from the concluded purchase contract or the framework purchase agreement, as well as from these GTC, shall be governed by the laws of the Czech Republic. Both the seller and the buyer undertake to resolve any disputes relating to the concluded contract of sale or the GTC, primarily by amicable means.

VIII.

Final provisions

The buyer may not transfer their contractual rights to a third party without a written consent from the seller. The seller and the buyer undertake to maintain the confidentiality of any information they become aware of in the course of the business relationship. Unless agreed otherwise in the purchase contract or the framework purchase contract, the provisions of these GTC shall be effective, as of 15.2.2022.

The buyer, by signing the purchase contract or the framework purchase contract, confirms that they are well acquainted with the GTC of the GRANITOL joint-stock company, with its registered office in Moravsky Beroun. The seller undertakes that in case of modification or amendments to the GTC, the buyer shall be acquainted with the contents. The buyer will confirm the acquaintance with his/her signature of GTC, or approve it electronically in the GRANITOL customer zone.

In Moravsky Beroun, 15.2.2022

For the seller

For the buyer

GRANITOL 14
MORAVSKÝ BEROUN

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