

# General Business Terms and Conditions for Sales of Goods among Enterprisers

Valid and effective from 01. 04. 2020

commercial company **SKLÁRNÝ MORAVIA, akciová společnost**, with the registered office: Úsobrno 79, Úsobrno 679 39, Company Identification No. 16343646, Tax Identification No.: CZ16343646. incorporated in the Companies Register kept by the Regional Court in Brno, Section C, Insert 502.

## I. General Provisions

1. These General Business Terms and Conditions (hereinafter referred to as the “**Business Terms and Conditions**”) regulate the rights and obligations of **SKLÁRNÝ MORAVIA, akciová společnost**, with the registered office: Úsobrno 79, Úsobrno 679 39, Company Identification No. 16343646, Tax Identification No.: CZ16343646, incorporated in the Companies Register kept by the Regional Court in Brno, Section C, Insert 502 (hereinafter referred to as the “**Seller**”), and of the Buyer - entity performing its activities as an enterpriser, i.e. natural persons - enterprisers and legal persons (hereinafter referred to as the “**Buyer**” or the “**Client**”) (the Seller and the Buyer are hereinafter collectively referred to as the “**Parties**”), when selling the glass products and additional assortment according to the Seller’s offer (hereinafter referred to as the “**Goods**”), in connection with or based on a Purchase Agreement or a General Purchase Agreement (hereinafter collectively referred to as the “**Agreement**”).
2. The Seller may amend or supplement the wording of the Business Terms and Conditions without the Client’s consent only within a reasonable scope by publishing on the website <https://www.skloravie.com>. In case the Client does not express its opinion on the proposed changes within the determined period, it is deemed the Client agrees with the proposed changes. In case the Client does not agree with the proposed changes, either of the Parties is entitled to terminate the General Business Terms and Conditions and denounce the Agreement which is connected with the General Business Terms and Conditions and which is not performed or the performance of which has not been commenced yet. In such case the notice period is fifteen (15) calendar days.
3. These Business Terms and Conditions form an integral part of the Agreement in the meaning of Section 1751 of the Civil Code. The mutual rights and obligations are governed by the wording of the Business Terms and Conditions effective as of a day of concluding the Agreement. Different provisions contained in the Agreement shall prevail over the wording of the Business Terms and Conditions. These Business Terms and Conditions shall prevail over any other business terms and conditions of the Client or of the third parties, even in case the Client refers to them or attaches them to a document when negotiating upon the conclusion of the Agreement. In case any provision hereof becomes or shows to be invalid or ineffective, it shall not affect the validity of enforceability of other provisions of these Business Terms and Conditions.
4. All the relationships between the Seller and the Client, which are not governed hereby, are regulated by the relevant provisions of the Act No. 89/2012 Coll., Civil Code (hereinafter referred to as the “**Civil Code**”).

## II. Subject of Performance

1. By sending of a binding order the Buyer confirms to have got acquainted with and to have expressed a consent to the complex wording of these Business Terms and Conditions. At the same time the Buyer accepts the Seller’s prices valid at the moment of sending the order. The Buyer is sufficiently informed of these Business Terms and Conditions before the order is placed and the Buyer has a possibility to get acquainted with them as well as with the price of the ordered Goods. These Business Terms and Conditions form an integral part of the concluded Agreement.
2. For purpose of these Business Terms and Conditions, an order means a unilateral legal act of the Buyer towards the Seller the purpose of which is to receive from the Seller the ordered performance (hereinafter referred to as the “**Order**”). The Order may be demonstrably delivered to the Seller especially via mail, by means of the Internet portal on the Seller’s website, via e-mail or fax.
3. The Buyer shall specify at least the following information:
  - a) Buyer’s identification - name and surname or commercial company, Company Identification No., Tax Identification No., registered office or address of the place of conducting business - of a legal or natural person;

- b) required method of the supply of Goods;
  - c) required delivery date of Goods;
  - d) exact delivery place of Goods;
  - e) exact contact data (phone number, e-mail address);
  - f) identification of the Goods if the serial Goods of the Seller are ordered; number of pieces, colour, drawing or complex textual specification of the Goods if the atypical Goods are ordered beyond the Seller's standard offer.
4. The Seller is entitled to reject the Order which does not meet the essential requirements and necessary data, or return it to the Buyer for correction and provide the Buyer with a reasonable period for correction. The vain elapse of the period results in the fact the Order is considered as being never delivered. After the Order is delivered, the Seller shall inform the Client of the availability of the required Goods, eventually of the possible date of their production and delivery, and this information shall be mutually approved.
5. The Buyer's Order is a draft agreement and the agreement itself is concluded when the Seller's binding approval of such a draft is delivered to the Buyer (binding order confirmation by the Seller), via e-mail to the address which the Buyer specified in the Order, or to the Buyer's registered office/place of conducting business (hereinafter referred to as the "**Order Confirmation**"). Starting from that moment, mutual rights and obligations are established between the Buyer and the Seller. If the Buyer finds out, after receiving the Order Confirmation, that some of the data is not correct, the Buyer is obliged to inform the Seller via e-mail to the Seller's e-mail address. The Buyer shall state "Order Correction" in the e-mail subject and specify in the text the order No. and data which is to be corrected. Order Correction confirmation is effective by confirmation of receipt by the Seller.
6. The Seller is entitled to supply the Goods to the Buyer with a deviation, which the Buyer accepts by sending the Order itself. Deviations may be found in the agreed volumes (quantities) of Goods whereas in such case the deviation is max. +- 5 % as compared to the volumes (quantities) agreed in the Agreement. The Buyer is obliged to take over such quantity and pay the price corresponding to the agreed quantity of Goods, independently on the quantity of the delivered Goods in compliance with the deviation. If the maximum accessible quantity deviation specified in this Clause is exceeded, the value (price) of the Goods shall be adjusted according to the really delivered quantity.

### **III. Order Cancellation**

1. It is possible to cancel the Order only exceptionally, based on a prior written agreement with the Seller. The request for the Order cancellation shall be made at least in the same manner as the Order has been placed. In case the Order is cancelled based on an agreement of the Parties, the Client is obliged to pay the Seller the incurred reasonable costs.
2. If the Buyer does not take the ordered Goods without the prior Order cancellation (accepted by the Seller), the Buyer shall bear the costs incurred in connection with the production and delivery of such Goods (especially the costs for material, production, transport, storage, etc.). This fact does not affect the Buyer's right not to take over the Goods due to a conflict with the Agreement.

### **IV. Purchase Price, Advance Payment and Additional Purchase Price**

1. The purchase price for the typical Goods shall be determined according to the current Seller's price list. Unless provided in the price list expressly otherwise, the statutory VAT shall be added to the price. The prices are valid at the moment when the Goods are ordered.
2. The purchase price for the supplied atypical Goods shall be determined based on the Seller's specific offer made in relation to the required atypical Goods, whereas the Seller shall send such an offer based on a prior request to the Buyer before the Order is placed and confirmed.
3. If the prices are significantly changed due to a change in the exchange rate, inflation or in case of significant changes in the delivery terms of producers and other goods suppliers, the Seller is entitled to ask the Buyer for payment of this new amount of the purchase price, unless agreed otherwise between the Buyer and the Seller. If the Buyer does not agree

with the new amount of the purchase price, the Buyer as well as the Seller is entitled to withdraw from this Agreement with ex nunc effects.

4. The Seller reserves a right to ask for an advance payment by the Buyer, at least in the amount of 50 % of the total purchase price, i.e. of the price incl. VAT. The Buyer shall pay the agreed advance payment based on a proforma invoice issued by the Seller (hereinafter referred to as the “**Proforma Invoice**”).
5. Unless agreed otherwise in the Agreement, the Buyer shall pay the Seller the purchase price or additional purchase price based on the issued tax document - invoice. The Seller is entitled to issue the invoice:
  - a. after the Goods have been prepared for the Buyer or for a forwarder/forwarders authorized by the Buyer to be taken in the Seller’s registered office, if the transport is ensured by the Buyer;
  - b. after the Goods have been prepared for the Buyer to be taken at the delivery place, if the transport is ensured by the Seller.
6. Unless agreed otherwise in the Agreement, the Seller’s proforma invoices are due within fourteen (14) days after the issue date, unless a different date is specified in the invoice. Other than proforma invoices are due within a period agreed by the Seller and the Buyer in the Order confirmed by the Seller pursuant to Article II (5) hereof. If the Buyer and the Seller do not agree upon the maturity period of other than proforma invoices, such invoices are due within thirty (30) days after the issue date.
7. If the proforma invoice or prior supplies are not paid by the Buyer in a proper and timely manner, the delivery period of the Goods shall be extended even by a longer period, according to the Seller’s production capacities, than by the Buyer’s delay with payment (by up to three (3) more months from the date of the demonstrable payment of the invoice or prior supplies).
8. The Seller’s invoices, including the proforma invoice, shall be paid by the Buyer by means of wire transfer to the Seller’s account specified in the invoice (hereinafter referred to as the “**Seller’s Account**”). The payment method shall be agreed by the Parties whereas if the Parties do not agree, the payment method determined by the Seller in the Order Confirmation shall apply. In the case of international payments, a SHA fee arrangement is agreed (the forwarder pays the bank fees for outgoing payment and the payee pays the fees of his banking service provider).
9. Wire transfers to the Seller’s Account are made in the Czech crowns; based on a prior agreement between the Buyer and the Seller such payments may be made also in euro or in any other currency, provided that the purchase price for the Goods shall be specified in all the documents in euro or in any other currency. In such case the Seller shall inform the Buyer of the bank connection to make the payment in euro or in any other currency (name and registered office of the bank, IBAN, eventually SWIFT).
10. In case of the wire transfer the Buyer’s obligation to pay is met on a day when the payment is credited to the Seller’s Account.
11. In case the invoice (even proforma invoice) payment is delayed by the Buyer, the Seller is entitled to charge, without a prior notice, a contractual penalty of 0.25 % of the total amount due (incl. VAT), for each day of delay. This fact does not affect any possible claim of the Seller on compensation. If the Client is delayed with payment of the purchase price for the Goods, or its part, the Seller is entitled to suspend the unrealized supplies or withdraw from the concluded Agreements.
12. In case the Buyer is delayed with payment of the invoice for more than seven (7) calendar days, the Seller is entitled to suspend the unrealized supplies of Goods and realize such supplies only against an advance payment or when a security being acceptable for the Seller is provided. In such case the Seller is not liable for its default in the supply of Goods within the delivery period.
13. Any of the Buyer’s receivables, whether incurred based on the Agreement or by any other legal reason, may not be set off against the payment of the purchase price for the Goods. The payment of the purchase price may not be withheld by any reason (e.g. with respect to the alleged rights from defects).

## V. Transfer of Rights

1. The Buyer acquires a title to the Goods by their proper takeover and total payment of the purchase price - by its crediting to the Seller's Account.
2. A risk of damage on the Goods and the delivery terms are governed by the international rules for the interpretation of delivery business terms and conditions, **INCOTERMS 2020**, as amended.
3. In case the Goods are delivered abroad and the EXW/FCA condition is agreed, the Buyer declares the Goods shall be transported by the Buyer or by a forwarder/forwarders authorized by the Buyer in compliance with the Act No. 235/2004 Coll., on Value Added Tax, as amended. A damage on the Goods caused after the risk of damage on the Goods has passed from the Seller to the Buyer does not relieve the Buyer from the obligation to pay the purchase price.
4. In case the Goods are supplied abroad (to another member country of the European Union) when the EXW/FCA condition is agreed or in other cases when the Buyer shall organize the transport at its own expense, the Buyer undertakes to ensure that the Goods are transported by the Buyer or by its authorized forwarder/forwarders to the delivery place specified in the Order. The Buyer is obliged to demonstrate completely and truly to the Seller the fact the Goods have been transported at the Buyer's expense to the delivery place abroad, latest within fifteen (15) calendar days after the transport is finished or after the Seller's written call is served:
  - a) based on the Buyer's Declaration concerning the Transport of Goods to Another EU Member Country at least with the content requirements contained in **Annex 1** of these Business Terms and Conditions, if the transport of Goods has been ensured by the Buyer itself;
  - b) based on a document proving who and to what place has ensured the transport of the respective Goods, i.e. based on an invoice issued by a forwarder or based on a shipping document (CMR or CIM) and based on a confirmed delivery note;
  - c) in other manners according to the requirements of a relevant tax office to prove the final destination place of the Goods.
5. If the Buyer does not meet the obligation stipulated in the previous paragraph, the Buyer is obliged to pay the Seller a contractual penalty in the amount of the additionally assessed VAT and other sanctions imposed by a tax office. The Seller's right to compensation is not affected hereby.
6. If Article 5 (2) hereof is not applied to the transfer of the risk of damage on the Goods, it applies the risk of damage on the Goods shall be transferred to the Buyer when the Buyer takes over the Goods from the Seller, or if the Buyer does not do so in a timely manner, then at the moment when the Seller enables to dispose of the Goods and the Buyer breaches the Agreement by non-takeover of the Goods. In such case the following rules shall apply as well:
  - a) If the Seller is obliged to hand over the Goods hereunder to a forwarder at a specific place for transport of the Goods to the Buyer, the risk of damage on the Goods passes to the Buyer by the handover of the Goods to the forwarder at the agreed place.
  - b) If the Seller is obliged to ship the Goods hereunder but is not obliged to hand over the Goods to the forwarder at a specific place, the risk of damage on the Goods passes to the Buyer at the moment when the Goods are handed over to the first forwarder for transport to the place of destination.
7. A damage on the Goods caused after the risk of damage on the Goods has passed to the Buyer does not relieve the Buyer from the obligation to pay the Seller the purchase price.

## VI. Delivery Dates

1. The delivery date is specified in the Order Confirmation, either by means of a specific delivery day or by means of a delivery period (hereinafter referred to as the "**Delivery Date**"). The delivery period varies and it depends on the availability of the Goods, eventually on the complexity of the production of Goods.

2. Weekends, public holidays and days during the collection holiday announced in advance are not included in the delivery period specified in weeks or months.
3. The Seller reserves a right to change the delivery date within three (3) working days after the Order Confirmation date if it is justified by the facts which the Seller might have not reasonably assumed at the moment of the Order Confirmation (e.g. changes in the delivery date of input materials).
4. The delivery period of the Goods shall commence on a day when the Order is confirmed. If the Seller issued a proforma invoice to the Buyer, the delivery period shall commence on a day when the Order is confirmed or when the total advance payment is credited to the Seller's Account, whichever occurs later.
5. For the Goods being subject to the Buyer's approval of the production documentation, not only the Order Confirmation and advance payment date, if a proforma invoice is issued, are decisive for the commencement of the delivery period, but also a day when the Buyer approved the production documentation within the full extent by its signature. In such case the delivery period shall commence on a day which occurs later.
6. The Seller is not liable for its delay with the obligation to deliver the Goods within the delivery period if the Goods have been delivered on the delivery day but at a different time than agreed by the Parties.
7. The Seller is not liable for its delay with the obligation to deliver the Goods within the delivery period if the Goods may not be delivered within that period due to the Buyer's default in the takeover of an item, payment of the purchase price, or provision of cooperation. In such case the Seller is entitled to invoice the remaining Goods in the Seller's stock/in the Buyer's consignment stock 1 day after the agreed storage period expires.

## **VII. Delivery Terms and Packaging**

1. Unless a different delivery place is agreed by the Parties, the delivery place is the Seller's registered office or the external warehouse in Brodek u Konice, Czech Republic.
2. The Seller is entitled to supply the Goods to the Buyer also as a partial deliverable.
3. The Buyer is obliged to take over the Goods personally or appoint in a demonstrable manner (e-mail sent to the Seller's e-mail address) an authorized person who shall take over the Goods instead of the Buyer.
4. In case the Goods are not handed over by reasons on the Buyer's side, the Seller is entitled to ask the Buyer for payment of the costs for repeated delivery of the Goods. If the Goods may not be delivered even repeatedly, the Seller is entitled to charge a storage fee of 0.1 % of the purchase price (incl. VAT) for each day of storage (starting on a day following the unsuccessful repeated attempt to deliver the Goods).
5. If the EXW/FCA condition is agreed or in other cases when the transport is to be ensured by the Buyer at its own expense, the Seller is obliged to ensure that the Goods are ready to be taken by the Buyer or by its authorized forwarder/forwarders in the Seller's registered office on the delivery day. The Seller is not liable for the fact whether the forwarder/forwarders authorized by the Buyer delivers/deliver the Goods to the delivery place.
6. In case the transport is to be ensured by the Seller at its own expense, the Seller shall ensure that the Goods are ready to be taken by the Buyer at the delivery place on the delivery day.
7. The Buyer is obliged to ensure sufficiently in advance:
  - a. it is possible to deliver the Goods to the delivery place without any unreasonable or unusual difficulties;
  - b. access to the delivery place is properly ensured for the Seller and for persons authorized by the Seller.
8. The takeover of the Goods shall be confirmed by the Parties by signing of a handover certificate (delivery note) specifying the identification of the delivered Goods and their quantity. The Buyer is obliged to confirm the delivery note in writing, eventually specify in the delivery note any possible defects concerning the quantity or quality of the deliverable. If the Buyer does not do so, the Seller or its authorized forwarder is entitled to refuse to hand over the Goods to the Buyer.

9. The Goods shall be delivered in the packaging on pallets and it is lined with paper, cardboard or plastic interlayers/grids and are inserted between the goods and packaging is secured with metal binding tapes. The goods on pallets are protected by foil (hereinafter collectively referred as “**Transport packaging**”). Transport packaging that is not subject to take-back by the seller under this agreement, and no such take-back takes place, is the property of the buyer and the buyer is obliged to dispose of them in accordance with Act No. 477/2001 Coll., Code about packaging.
10. In the case that the Buyer does not take/picked up delivery of the Goods within the agreed period and such Goods remain in the Seller's warehouse / consignment warehouse of the Buyer for more than twelve (12) months, the Seller is entitled to sell the Goods to a third party or have them discard and provable and expedient costs charge to the Buyer.

#### **VIII. Warranty Claims and Warranty Period**

1. The rights and obligations of the Seller and of the Buyer concerning the Seller's responsibility for defects on the Goods are governed by the relevant applicable legal regulations, especially by Section 2099 et seq. of the Civil Code.
2. The Buyer is obliged to inspect the Goods upon the takeover. The Buyer is obliged to claim, via the warranty claim protocol available at <https://www.skloravia.cz>, any incorrect quantity (exceeding the agreed deviation), missing components and obvious defects immediately upon the takeover of the Goods in the handover certificate (delivery note); the Buyer is obliged to announce and prove such a defect to the Seller via e-mail to the Seller's e-mail address (with corresponding photos of the defect), latest within five (5) working days after a day when the Goods have been taken over. The Buyer is obliged to describe the defects in the delivery note, eventually specify how they show themselves, and require signing of such a protocol by the Seller, eventually by its authorized person who hands over the Goods to the Buyer. The Seller is not obliged to recognize a warranty claim of obvious (visible) defects, incorrect quantity, missing components, which the Buyer might have found out when taking over the Goods and which are not documented, announced and proved in this way, as a justified warranty claim.
3. Other defects than those specified in the previous paragraph, or in case the Seller ensures for the Buyer also the glass decoration application, the Buyer is obliged to examine such supply within the decoration application process and lodge the defects, which might have been found out with due diligence, within ten (10) working days after they incur.
4. If the Buyer applies its rights from defects on the delivered Goods in a proper and timely manner, the Seller's authorized employee is obliged to decide upon the warranty claim within ten (10) working days, or in more complex cases within twenty (20) working days. The time necessary for the professional assessment of the defect is not included in that period.
5. The recognized warranty claim including the defect elimination shall be settled latest within one (1) month after its lodgement. In reasonable cases, an employee responsible for warranty claims may agree with the Buyer upon a longer period.
6. The Seller is liable to the Buyer for the fact the sold item complies with the Agreement upon the takeover by the Buyer, especially it does not contain any defects. In case the item does not comply with the Agreement upon the takeover by the Buyer (hereinafter referred to as the “**Conflict with the Agreement**”), the Buyer has a right the Seller puts the item into a condition corresponding to the Agreement, free of charge and without undue delay, according to the Buyer's requirement, either by exchange of the item or by its repair; if such a procedure is not possible, the Buyer may require a reasonable discount from the price of the item or the Buyer may withdraw from the Agreement. It does not apply if the Buyer has known about the Conflict with the Agreement or if the Buyer has caused it by itself before the takeover of the item.
7. The Buyer may lodge the warranty claim only in writing at the Seller's address. The Seller shall make a record (draw up a warranty claim protocol - according to Article VIII. paragraph 2 of these Business Terms and Conditions) which shall contain also the pallet labels from the claimed Goods. Within the warranty claim procedure, the Buyer is obliged to submit a tax document (invoice), or another document proving the purchase of the claimed item, detailed defect description and lodged claim. Based on the nature of the item, the Buyer shall attach to the warranty claim also other suitable documents to be assessed, e.g. photos. The provisions of Section 2108 of the Civil Code shall not apply.

- 8.** The Buyer is obliged to provide the Seller with any collaboration necessary to settle the warranty claim. The Goods for which the warranty claim is lodged shall be clean and packed in the original packaging so that the Goods may not be damaged when being disposed of, and the Buyer shall specify the terms under which the Goods have been used.
- 9.** The Seller is not liable for defects on the Goods:
- a.** caused after the takeover by the Buyer or by any other person than by the Seller, or caused by external circumstances;
  - b.** caused due to the unprofessional manipulation with the Goods;
  - c.** caused due to the inappropriate exposure of the Goods to unfavourable weather conditions;
  - d.** caused by excessive wear and tear due to the inappropriate manner of usage;
  - e.** caused due to the mechanical damage, made repair or any other intervention;
  - f.** for which the Seller provided the Buyer a discount from the price and which are therefore specified in the tax document;
  - g.** caused by the insufficiencies of the surrounding environment;
  - h.** consisting in minor differences in dimensions, colours and surface structure, caused especially by the natural characteristics of the materials used;
  - i.** which have been customized according to the Client's wish or for the Client;
  - j.** consisting in the wear and tear of the Goods caused by their standard usage;
  - k.** consisting in the deviations of the produced Goods (dimensions, colours, weight differences, etc.), which do not significantly affect the usage of the Goods.
- 10.** The Seller is not liable for any defects caused during transport and manipulation with the Goods if such services are not ensured by the Seller. If the Buyer ensures the transport of the Goods to the delivery place, the Seller is entitled to make video records / take photos of the condition of the loaded Goods. In case the transport is ensured by the Seller, the Seller is not liable for any fracture incurred during the transport if the volume does not exceed within one shipment the depreciation of 0.5 % of the total shipment of the Goods. If there is a higher rate of depreciation, it is necessary to lodge a warranty claim in compliance with these Business Terms and Conditions.
- 11.** If the defects on glass bottles are found out firstly during filling, the Buyer is obliged to notify the Seller immediately by phone and subsequently also in writing, and the defective batch shall be stored at the Buyer until the Seller's representatives examine it.
- 12.** A warranty claim may be lodged for the defective products only if their quantity from the total supply exceeds the quantity determined in the Seller's Standard Quality Conditions, published by the Seller at <https://www.skloravie.com>. In case of discrepancies between the Seller's Standard Quality Conditions according to the previous sentence and these Business Terms and Conditions, these Business Terms and Conditions shall prevail.
- 13.** The Buyer may not withdraw from the Agreement:
- a.** for supplies of goods or services whose price depends on the financial market variations independently on the Seller's will, and which may incur during the period for withdrawal;
  - b.** for supplies of goods which have been customized according to the Client's wish or for the Client;
  - c.** for supplies of goods which, after delivery, have been irretrievably mixed with other goods;
  - d.** for supplies of goods in the closed packaging, which the Client has taken out of the packaging, and it is not possible to return such goods by sanitary reasons;
  - e.** for transport if the Buyer provides such performances within a specific deadline.

14. The warranty period of six (6) months is provided to the Buyer for the supplied Goods.
15. The warranty period commences on a day when the Goods are handed over to the Buyer, or when the delivery note is confirmed. The warranty period does not continue for a period when the Buyer may not use the Goods (warranty claim procedure, repairs, etc.). The warranty does not apply to any wear and tear caused by proper usage of the Goods.
16. The Seller's rights and obligations are limited within the scope of these Business Terms and Conditions. The Parties have expressly agreed the Seller is not liable for any indirect, additional and consequent damages, profit lost by the Client or by the third parties. Any compensation is limited by an agreement of the Parties to the maximum amount corresponding to 100 % of the price for Goods supplied based on the breached Agreement.

#### **IX. Personal Data Protection and Sending of Commercial Messages**

1. In connection with the provision of Goods and services the Seller obtains, keeps, and processes the personal data of various natural persons. The aim of this part of the Business Terms and Conditions in compliance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter referred to as "GDPR"), is to provide the information what personal data the Seller, as a personal data controller, processes about natural persons when providing its Goods and services and for what purpose and for how long the Seller processes such personal data in compliance with the applicable legislation, whom and why the Seller may disclose such data; the aim is also to inform what rights the natural persons have in connection with the processing of their personal data and how such rights may be applied.
2. The Seller processes the personal data of clients and other natural persons or natural enterprising persons. The personal data is processed if the persons are clients of the Seller or act for other persons who are the Seller's clients. The Seller may process also the personal data of persons who addressed the Seller with a question/requirement on the provision of Goods or services, or if such persons negotiated personally with the Seller and provided the Seller with their personal data.
3. The personal data controller is the Seller. The Seller does not transfer the personal data to the third countries. The Seller may transfer the personal data to other entities, especially to the below specified ones, always only within the scope which is necessary according to the nature of the item. In case of any questions, requests, complaints, objections or other lodgements related to the personal data processing, it is always possible to address the Seller free of charge at the e-mail address: **info@sklomoravia.com**
4. The processed personal data includes mainly the data necessary to conclude the Agreement, process the Order, and for bookkeeping. Such data includes especially the academic degree, name and surname, date of birth, address, Company Identification No., Tax Identification No., payment data, signature, e-mail address, phone No., postal address.
5. The Seller processes the personal data especially to conclude and perform the Agreement for supplies of Goods or services whereas the legal title of the processing is the performance of the Agreement. The Seller obtains the processed personal data directly upon the conclusion of a Service Level Agreement as well as before the conclusion of such an Agreement during the negotiations on the contents of that Agreement. Such personal data is processed only during the term of the contractual relationship between the Seller and the Buyer, eventually during the negotiations on the conclusion of the Agreement. In case the Agreement has been concluded, the personal data shall be further processed for the period when the rights and obligations resulting from the Agreement are effective and for the period necessary for archiving purposes in compliance with the relevant applicable legal regulations or until the limitation periods pursuant to the Act No. 89/2012 Coll., Civil Code, expire.
6. When providing the services, the Seller is obliged to meet the obligations resulting especially from the following legal regulations: Act No. 563/1991 Coll., on Accounting, Act No. 586/1992 Coll., on Income Taxes, and Act No. 235/2004 Coll., on Value Added Tax. Some personal data may be specified in the accounting documents (in invoices or other documents). The mentioned Acts impose the obligation to keep the documents for a period of up to 10 years. If there is a statutory obligation to archive such documents, they are archived along with the personal data specified in a relevant tax

document. If the obligation to process the personal data results for the Seller from any Act or other regulation, the Seller shall process the data for the necessary period.

7. In case the Buyer is delayed with payment, does not fully meet its liability, or does not make the payment at all, eventually if any other damage or loss incurs to the Seller, the Seller may process the personal data also based on a legitimate interest consisting in the recovery of receivables and/or determination, protection and exercise of the Seller's legal claims. The Seller may keep the personal data for that purpose for a limitation period pursuant to the Act No. 89/2012 Coll., Civil Code. The Seller's legitimate interest is also offering of the related goods and services to its existing clients. Therefore, the Seller may process the personal data also for that purpose. The data subject is always entitled to raise an objection against the processing based on a legitimate interest.
8. In case you granted the Seller with a consent to process your personal data for marketing purposes, the Seller shall process the personal data based on your consent for sending of commercial messages, even in case you are not the Seller's client. You may withdraw your consent any time and free of charge. You are not obliged to grant a consent; your consent is not a necessary requirement to conclude an Agreement. The personal data shall be processed based on your consent for the maximum period of 48 months after the consent is granted. However, the processing shall be always terminated immediately if you withdraw the consent. However, the lawfulness of the personal data processing before the consent is withdrawn is not affected hereby.
9. Other recipients of the personal data are shipment companies and other entities partaking in the delivery of goods, services or realization of payments, based on the concluded Agreement. In case of the realization of payments, such recipients shall receive also your payment data you provide to them. Other recipients of the personal data are especially postal services providers, forwarders, banks and other institutions providing payment services.
10. Everybody whose personal data is processed by the Seller has the below specified rights. If you apply any of your rights pursuant to this Article or applicable legal regulations, the Seller informs you of the adopted measure or erasure of your personal data or limitation of processing in compliance with your requirement. If you apply your rights, the Seller may require from you to provide some of the identification data you have already provided. The provision of such data is necessary to verify whether the relevant requirement has been really sent by you. The Seller shall reply to you within one month after receiving your request whereas we reserve a right to extend this period by two months in cases allowed by GDPR.

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

1. The Buyer and the Seller trade exclusively under these Business Terms and Conditions.
2. By withdrawing from the Contract for Work the provisions on a contractual penalty, interests on late payment, compensation, and price for the Goods, shall not extinguish.
3. No part of the purchase price may be paid by using the third-party receivables or by setting off the Buyer's own receivable towards the Seller, unless agreed otherwise in writing.
4. The Buyer is not entitled to assign its rights and obligations resulting from the Agreement to a third party, or assign any receivable from the Seller to a third party or pledge it, without a prior written consent of the Seller.
5. The legal relationship of the Seller and of the Buyer is governed by the legal system of the Czech Republic. The legal relationships of the Seller and of the Buyer, which are not expressly regulated hereby, shall be governed by the relevant provisions of the Civil Code and by the related legal regulations.
6. If the relationship between the Seller and the Buyer contains an international element, the Parties agree the relationship shall be governed by the Czech law. The consumer rights resulting from the applicable legal regulations are not affected hereby. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.
7. The Parties have agreed the Czech courts are competent to negotiate and resolve any disputes and other legal matters arising from the legal relationships between the Seller and the Buyer as well as from the relationships related thereto.

8. These General Business Terms and Conditions come into effect on **01. 04. 2020**. By publishing new General Business Terms and Conditions on the website <https://www.skloravia.com>, these General Business Terms and Conditions become invalid and all contracts arising after the publication of new General Business Terms and Conditions are already governed by the new published General Business Terms and Conditions. Contracts that entered into force before the publication of the new General Business Terms and Conditions shall be governed by the General Business Terms and Conditions in force and effective on the date of conclusion of the contract.

**Annex 1 to the General Business Terms and Conditions – Buyer’s Declaration concerning the Transport of Goods to Another EU Member Country**



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## **ENTRY CERTIFICATE**

Of the entry of the object of an intra-Community supply into another EU Member State

SUPPLIER / SELLER

**SKLÁRNÝ MORAVIA, akciová společnost**

Č.p. 79

679 39 Úsobrnó

**DIČ / VAT nr.: CZ16343646**

(hereinafter "Seller")

CUSTOMER / BUYER

**I as the customer hereby certify our receipt of the following objects of an intra-Community supply:**

the invoice (tax document) No  
In ....., date .....

Delivery Note No

Signature/Stamp ....., Name in capitals .....

Please send a scan of this signed form by email back to your account manager, or to info@sklomoravia.com within 10 days.



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ENTRY CERTIFICATE - DECLARATION BY THE BUYER CONCERNING THE TRANSPORT OF GOODS TO ANOTHER EU MEMBER STATE according to the Executive Regulation of the EU Council 2018/1912 which standardizes the rules of documenting of the intra-community deliveries of goods on the territory of all the EU states.

The buyer hereby declares that the good delivered were in accordance with the contractual arrangements, respectively with General Business Terms, transported to another Member State other than the Czech Republic. The Buyer hereby provides Seller with the means of proof of the transport of the concerned goods according to the above-mentioned invoice(s) and delivery note (s).

The Buyer also hereby confirms to the Seller, that he secured the transport of the goods himself, on his own name, at his own responsibility, and at his expenses, respectively, that the transport has been ensured by the authorized third party at his own expenses.

Together with the aforementioned, the Buyer declares to the Seller, that before the transport and during the transport of the goods from the territory of the Czech Republic to another Member State other than the Czech Republic, the right to dispose to these goods as an owner was not transferred to another Buyer, i.e. that those rights remains at the disposal of the Buyer throughout the whole period of transport outside of the Czech Republic.

The Buyer is aware of the consequences and liability for damages arising from the untrue claims mentioned above and due to the factual non-compliance with these claims within the actual realization of the trade/delivery of goods. This follows, inter alia the contractual agreement, respectively the Seller's business conditions.