



**EuWe EUGEN WEXLER**  
INTERNATIONAL

The company: **EuWe Eugen Wexler ČR, s.r.o.**  
Having its head office at: Rokycany, Kotelská 1109, postcode  
Company ID. No.: 49702092  
Registered in the Companies Register, administered by the Regional Court in  
Pilsen, Section C and File 5902

### General Commercial Terms and Conditions

drawn up pursuant to Section 1751 of Act No. 89/2012 Coll., the Civil Code, hereinafter referred to as the "Civil Code", for contractual relationships between the trading company EuWe Eugen Wexler ČR, s.r.o, hereinafter also referred to as "EuWe", on the side of the Client, and the Suppliers - contractual partners of EuWe.

#### Article I.

##### Basic Provisions

1. These General Terms and Conditions (hereinafter also referred to as the "Commercial Terms And Conditions", or T&C), govern, in accordance with Section 1751 of the Civil Code, the content of rights and obligations arising from the contractual relationship between EuWe on the part of the Client, and the Suppliers - contractual partners of EuWe.
2. The contractual relationship between EuWe and the Supplier shall incur at the moment when the Supplier expresses its consent to the content of EuWe's proposal. Within the definitions of Section 1732 of the Civil Code, the EuWe's proposal shall be any behaviour of this company with the aim of concluding a contract, from which the following essentials arise:
  - a) essential conditions and terms relating to a contract so that the contract could be concluded in a simple and unconditional acceptance of such a proposal; and
  - b) EuWe's will to be bound by the contract, if the proposal is accepted.

#### Article II.

##### Ordering and Delivery Terms

1. Within the framework of a contractual relationship pursuant to Article I of the Commercial Terms and Conditions, EuWe shall be entitled to order from the Supplier, in the form of a written order, and according to EuWe's needs, the goods corresponding to the Supplier's subject of entrepreneurial activity. EuWe shall send orders to the Supplier via electronic mail as a PDF email attachment in PDF format, with the signature of a purchasing manager, purchasing officer, or statutory body of EuWe, or via a postal licence holder, to the contacts specified on the Supplier's website, unless other contacts are indicated by the Supplier in writing.
2. An order made pursuant to par. 1 shall be considered as binding after its delivery to the Supplier, if EuWe does not receive explicit written rejection of the order from the Supplier not later than the third calendar day after sending the order. For these purposes, the written form is understood to mean delivery of the original written communication of the Supplier by way of the postal licence holder, or via electronic mail as a PDF email attachment in PDF format, with the signature of a Supplier's statutory body, to the contacts specified on EuWe's website, unless other contacts are indicated by EuWe in writing.
3. Each order shall include the following minimum content requirements:
  - order number
  - precise identification of the goods to be supplied (type of goods and required quantity)
  - required date of delivery, specified according to point 5 below
  - place of delivery of the goods (DAP clause according to INCOTERMS)
  - unit price of the goods
  - payment terms and conditions
  - requirements set out in Section 435 (i.e. trading company, identification number, details of entry in the Companies Register, including the file number).
4. EuWe shall be entitled to change the binding order, if it can be objectively required from the Supplier, i.e. if the subsequent change does not cause undue problems in the Supplier's operation. Similar provisions of this article shall apply for changes in the binding order.

5. The Supplier shall deliver the goods in accordance with the terms and conditions of the binding order. In its order, EuWe shall be entitled to determine a reasonable time of delivery, depending on the type and quantity of the ordered goods.
6. If, during the order fulfilment, there occurs any circumstance which could endanger the timely delivery of the goods, the Supplier shall immediately notify EuWe of such circumstance in writing, and propose a reasonable alternative delivery time. For these purposes, the written form shall be considered to be fulfilled upon sending a message via email to the appropriate electronic contact of EuWe, presented on its website. If the Supplier breaches this obligation, EuWe shall be entitled to demand a contractual penalty of CZK 50,000 for each partial breach of the notification requirement. This shall not affect their right to claim for compensation of damages.
7. If the Supplier is in delay with the order fulfilment, EuWe shall be entitled to demand from the Supplier a contractual penalty of 1% of the amount of the delivery price that the Supplier is in delay with. This shall not affect the right for compensation of damages. If the Supplier is repeatedly in delay with the order fulfilment (at least 2 times within 3 months), EuWe shall be entitled to withdraw from the contract.
8. The Supplier shall deliver the goods at its own expense and risk to the place of EuWe's head office, always during working days, unless otherwise agreed. If the last day of the delivery time is Saturday, Sunday, or a public holiday, the last day of the delivery time shall be extended up to the following working day.
9. EuWe undertakes to accept the goods if they are in perfect condition, or show only minor defects which do not prevent the proper use of the goods for the intended purpose. If any defects are found upon handing over of the goods, and these defects prevent the proper use of the goods, or if the Supplier breaches the obligations specified in below Article V, EuWe shall be entitled to refuse the goods, and the Supplier shall be in delay with its obligation to deliver the goods.
10. If the Supplier delivers a greater amount of the goods than ordered, EuWe shall not be obliged to accept the excessive goods.
11. EuWe undertakes to confirm collection of the goods in writing on a delivery note, which must be provided by the Supplier for any partial delivery of the goods for EuWe. EuWe shall be entitled to require one written copy of the delivery note. The Supplier shall be bound to specify the order number on the delivery note.
12. If any defects are ascertained during the taking over of the goods (receiving inspection), EuWe shall provide the exact list of ascertained defects on the delivery note. The Supplier shall remove the ascertained defects in any of the manners specified below in Article IV. If EuWe takes advantage of its right and refuses acceptance of the goods (see par. 9 above), the Supplier shall indicate the reasons for such refusal on the delivery note.
13. The goods shall be considered as delivered:
  - a) on the day when EuWe actually accepts the goods, or
  - b) on the day when the Supplier allows EuWe to take over the goods in accordance with this contract, and EuWe fails to accept the goods in contradiction with the contract (this does not affect the right to refuse the goods under par. 9), hereinafter also referred to as "the Day of Delivery of the Goods".
14. The risk of damage to the goods and the ownership title to the goods shall be transferred to EuWe on the day of delivery of the goods (par. 13).

### Article III.

#### Price of the Goods. Payment Conditions

1. The Supplier shall charge a price according to the order (see Article II, par. 3 above). EuWe shall determine the price on an order as a reasonable price according to current price lists specified on EuWe's website as of the date of the order processing by EuWe.
2. The price of the goods according to the order shall include the packaging and transportation, as the case may be.
3. The Supplier shall be entitled to charge the price of the goods to EuWe not earlier than on the day which is considered the day of delivery of the goods, within the definitions of Article II, par. 13, namely, in the form of an invoice containing all the particulars required by valid regulation, and the invoice shall be accompanied by a copy of a corresponding delivery note. On the invoice, the Supplier shall be entitled to specify the due payment period of the invoiced receivable, but this period shall not be shorter than 30 days from the day of issue of the invoice, unless otherwise agreed by the Contracting Parties.
4. If the invoice does not meet all the necessary requirements, or it is in conflict with the agreed conditions, EuWe shall be entitled to return the invoice to the Supplier to be amended or modified, without falling into delay. In this case, the due date shall begin to run again after issuing a duly amended, or corrected, invoice.
5. The purchase price shall be paid via a non-cash transaction of the charged amount to the Supplier's account, as specified on the invoice.
6. If EuWe is in delay of payment of the purchase price of the goods, the Supplier shall be entitled to demand, in addition to the outstanding amount, also interest on late payments to the value according to the legal regulation in force on the date of delay.

### Article IV.

#### Liability for Defects to the Goods

1. If the Supplier fails to deliver the goods in the range, quantity, and quality conforming to EuWe's order requirements and Quality Assurance Guidelines for suppliers, then the goods show defects. By conclusion of the contract (see Article I of these Terms and Conditions), the Supplier confirms that has received the Quality Assurance Guidelines for Suppliers, hereinafter also referred to as the "Guidelines", and has been properly acquainted with the content of these Guidelines.
2. Unless otherwise agreed by the Contracting Parties in a particular case, the Supplier shall guarantee that the goods supplied by EuWe pursuant to these Terms and Conditions shall be eligible as a whole for use for the intended purpose for a minimum of 36 months from the date of delivery of the goods, or as the case may be, the goods shall retain their usual properties throughout this warranty period, and the properties explicitly requested in a EuWe's written order and in the Guidelines.
3. If the delivered goods show any defects during the warranty period, EuWe shall inform the Supplier in writing about the ascertained defects, without undue delay after their discovery, and determine in a written notice of a claim, for which the claim, arising from the Supplier's responsibility for defective goods in connection with the ascertained defects, shall be applied. For these purposes, the written form shall be considered to be fulfilled upon sending a message via email to the Supplier's appropriate electronic contact presented on its website.
4. If the complaint is justified, and the ascertained defect represents a fundamental breach of the contract by the Supplier, EuWe shall be entitled to exercise the following claims:
  - delivery of new goods free from defects, or
  - removal of a defect by repairing the goods (at removable defects), or
  - offering a reasonable deduction from the purchase price, or
  - withdrawal from the contract.
5. If the complaint is justified, and the ascertained defect represents a minor breach of the contract by the Supplier, EuWe shall be entitled to exercise the following claims:
  - removal of a defect by repairing the goods (at removable defects), or
  - offering an adequate discount from the purchase price.

### Article V. Special Provisions

1. If the delivered goods are subject to special treatment (for example, obligation of specific registration, subject to special regulations, for instance hazardous substances, etc.), the Supplier shall specify this fact in all the documents relating to the goods, especially on the delivery note, and shall provide references to the specific regulations governing the special treatment of the goods.
2. If the goods are delivered in disposable packages/containers, the Supplier shall comply with all obligations arising from the Act on Packages, including the obligation to document the content of heavy metals in packages, and methods of package disposal.
3. If the Supplier breaches its obligations described in the preceding paragraphs, takeover of the goods may be refused (see Article II, par. 9 above).
4. The Contracting Parties may agree that the packages for the purposes of delivery of the goods shall be provided to the Supplier by EuWe. In such a case, the Supplier shall use such packages solely for fulfilling EuWe's orders.
5. If packages for deliveries of the goods are provided by EuWe, EuWe shall be entitled to charge the Supplier the cost of the provided packages, subject to repurchase within the definitions of Section 2135 and foll. of the Civil Code, resp. subject to reselling within the definitions of Section 2139 of the Civil Code.
6. If this is not the case of circulation of packages in accordance with par. 4 and 5 above, the Supplier and EuWe shall describe the handover of packages on the delivery note relating to the goods supplied in packages, outside the case of par. 4 and 5, and shall complete the exact amount and sufficient package specifications on the delivery note, along with indication of the exact amount and sufficiently certain specifications of packages. In the case of the return of packages, the Supplier shall indicate the exact number of returned packages on the delivery note. If the delivery note shows that some of the packages provided by the Client outside the mode specified in par. 4 and 5 above is missing, EuWe shall be entitled to request from the Supplier an amount corresponding to the purchase price of the same type of package, current as at the date when the package loss was ascertained, hereinafter also referred to as the "Package Price", and a contractual penalty of 10% of the package price.
7. The Supplier shall indemnify EuWe from and against any third-party claims as a result of infringement of copyrights or other rights of intellectual and industrial property.
8. Things of all kinds that are provided by EuWe to the Supplier in connection with deliveries of the goods under these Terms and Conditions shall remain the property of the Client, and the Supplier shall be bound to return such things to EuWe upon request. Without the prior written consent of EuWe, the Supplier undertakes to prevent making these things available to third parties. In order to meet the written form, Article II, par. 2, the last sentence of these Terms and Conditions shall be used similarly.
9. The prohibition according to par. 8 shall also include prohibition to provide things accepted from EuWe for filling of other orders than EuWe's orders.
10. The Supplier shall be bound to clearly mark the things accepted from EuWe in accordance with par. 7 as EuWe property, protect them from damage and destruction, and provide, at their own expense, their proper maintenance and any necessary repairs.
11. If the Supplier breaches its obligations under par. 7 to 10, EuWe shall be entitled to demand from the Supplier a contractual penalty of CZK 500,000 for each partial breach of these obligations.



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#### **Article VI.**

##### **Confidentiality of Information**

1. The Contracting Parties have agreed that all information provided in connection with the conclusion of this contract, and throughout its duration, shall have the nature of confidential data within the definitions of Section 1730 of the Civil Code, and both Contracting Parties shall keep the data in secrecy, and ensure that they not be misused. This obligation shall also remain valid after termination of the contractual relationship under this contract. If one Contracting Party breaches this obligation, the other Contracting Party shall be entitled to demand a contractual penalty of CZK 50,000 for each individual case of a demonstrable breach of obligations. This shall not affect the obligation to provide assistance to authorities to exercise inspections, and to exercise their other powers.

Rokycany, 01/07/2015

2. The Contracting Parties undertake to maintain confidentiality for the duration of the contractual relationship under this contract, and after its termination.

#### **Article VII.**

##### **Final Provisions**

1. Without the prior written consent of EuWe, the Supplier shall not be entitled to assign any of its claims against EuWe, arising from the contractual relationship established pursuant to Article I of these Terms and Conditions, to any third party.
2. Any and all matters which are not explicitly governed by these Terms and Conditions shall be governed by the laws of the Czech Republic, particularly by the Civil Code.
3. By adoption of EuWe's proposal within the definitions of Article I of the Terms and Conditions, the Supplier confirms and agrees that it has been fully acquainted with these Terms and Conditions, and agrees with them without reservations.