

## **General Terms and Conditions of EUNIKÉ, a.s.**

Valid from 01.01.2025

### **A.**

#### **Introductory provisions**

A.1. These General Terms and Conditions (hereinafter referred to as "GTC") govern all legal relations arising between EUNIKÉ, a.s., ID No.: 269 39 690, with registered office at Olomoucká 3419/9, Židenice, 618 00 Brno, as the supplier (hereinafter referred to as "Seller") of goods and services and the purchaser of such goods or services (hereinafter referred to as "Buyer"), regardless of the fact what specific type of contract has been agreed between them, unless the parties agree otherwise in writing.

A.2 These General Terms and Conditions shall apply even if the Buyer refers to its terms and conditions in its correspondence and documents. The Buyer's terms and conditions do not form part of the contract.

### **B.**

#### **Conclusion of the Purchase Contract**

B.1. The Buyer shall send the Seller a written inquiry, which is not a binding order, in which he shall in particular specify the goods required in accordance with the Seller's offer and indicate the required delivery date. The Seller shall, to the best of its ability, in accordance with the Buyer's inquiry, also send the Buyer a non-binding proposal specifying whether and on what date and at what price it is able to deliver the goods to the Buyer. The proposal is an offer for spot (immediate) purchase and, unless otherwise specified by the Seller, is valid for one day.

B.2. On the basis of the Seller's proposal pursuant to clause 1, the Buyer shall send the Seller a binding order for the Goods. The Buyer's order must contain in particular:

- a) specification of the goods ordered,
- b) the final price,
- c) the requested date(s) of delivery of the ordered goods.

Orders may be in oral form, which the Seller is obliged to confirm in writing.

B.3. A binding order shall be signed on behalf of the Buyer by a person who is authorised to act on behalf of the Buyer and bind the Buyer up to the amount of the subject order, which shall be evidenced by a copy of an extract from the Commercial Register at the request of the Seller.

B.4 The Buyer's order under clause 2 is binding and cannot be revoked or otherwise cancelled without the written consent of the Seller. The Buyer's order may only be cancelled by written agreement of the parties. If the Seller confirms the order after delivery to him and sends the written

confirmation of the order back to the Buyer, the delivery of the confirmed order to the Buyer shall conclude the purchase contract. A binding order must be confirmed on behalf of the Seller by a person authorised to act on behalf of the Seller.

B.5. If the parties apply international rules of interpretation in concluding the contract, they shall be governed by the International Rules for the Interpretation of Conditions of Supply issued by the International Chamber of Commerce in Paris - "INCOTERMS 2000".

B.6. If one of the Contracting Parties establishes additional terms and conditions in addition to the terms and conditions agreed in this Contract or deviates from the terms and conditions agreed in this Contract, the terms and conditions so established by that Contracting Party shall be valid only if they do not deviate from these GTC.

B.7 The following shall be deemed to be a concluded purchase contract:

- a) delivery under a contract of sale signed by the Seller and the Buyer
- b) delivery on the basis of an order from the Buyer confirmed by the Seller
- c) delivery accepted by the Buyer

B.8 Oral or written agreements made before the signing of the Purchase Contract by both parties and relating to the transaction under a later concluded Purchase Contract shall cease to be effective if they have not been included in the Purchase Contract or are not in accordance with these General Terms and Conditions.

B.9 Acceptance of the goods by the Buyer implies acceptance of all the Seller's terms and conditions.

B.10. All deliveries shall be made on the basis of these GTC.

### **C.**

#### **Price and payment terms, term of performance**

C.1. The total purchase price set out in the confirmed order is based on the Seller's EXW delivery terms according to Incoterms 2000, unless otherwise stated. Unless otherwise stated in the order confirmation, the purchase price for delivery of the goods is payable immediately.

C.2 In the event that the Buyer fails to pay the purchase price due or the advance payment of the purchase price due, the Seller shall not perform in full under the agreed purchase contract and in this case the Seller shall not be liable for any damages of the Buyer. However, the Seller undertakes to deliver the goods to the Buyer for the amounts already paid and only if it has no outstanding or

unsecured claims against the Buyer. In the event of default in payment, the Seller shall be entitled to claim, in addition to statutory default interest, the costs of out-of-court recovery.

C.3. In the event of default by the Buyer in the payment of the purchase price due or the advance payment of the purchase price due, the Seller shall not be obliged to perform the agreed purchase contract, in particular to deliver the goods to the Buyer, and the Seller shall furthermore be entitled to claim damages against the Buyer up to the amount of all costs incurred by the Seller in connection with the delivery and production or production of the agreed goods and all related costs as well as lost profits.

C.4. The purchase price may be unilaterally and additionally changed by the Seller in connection with an increase in production costs due to an increase in the price of material and non-material inputs, changes in exchange rates, etc.

C.5. The term of performance may be reasonably extended by the Seller, without any claims by the Buyer, if advance or outstanding invoices under this or other contracts are or have been in default and/or have not been paid in full or at all.

C.6 The Buyer's advance payment may, without the Buyer's consent, be applied at the Seller's discretion in priority to the payment of the Seller's outstanding claims arising under this or other contracts.

C.7 The date of payment shall be deemed to be the date on which the amounts due are credited in full to the Seller's account specified in the individual invoices or the amounts due are received in full in cash.

C.8. The agreed purchase price does not include the costs of transport, packaging, returnable packaging, security devices and insurance of the object of performance during transport (hereinafter referred to as "transport charges"). Value added tax at the current statutory rate shall be added to the price.

C.9. The Buyer shall not be entitled to make offsets without the written consent of the Seller. In the event of a set-off without the written consent of the Seller, the Seller shall be entitled to a contractual penalty of CZK 500,000. The payment of the contractual penalty shall not affect the Seller's claims for damages.

C.10. The Buyer shall not be entitled to withhold payments or reduce the purchase price without the written consent of the Seller, even on account of pending or alleged claims and defects in the Goods.

C.11. In the event that payment is received from the Buyer without specifying a variable payment symbol, the Seller shall decide on the use of the payment.

C.12. The quantities, dimensions or weights, which are ascertained and checked by the Seller, shall be decisive for the settlement.

C.13. In the event of default by the Buyer in payment of the purchase price, the Seller shall be entitled to charge a contractual penalty of 0.05 % of the amount due for each day of default. The Seller is also entitled to charge the Buyer compensation for damages due to exchange rate losses suffered.

C.14. Irrespective of the agreed due dates, all invoices shall become immediately due and payable if a previous delivery or part of a delivery under this or other purchase contracts or other obligations of the Buyer to the Seller have not been paid within the agreed time or if the Seller becomes aware of circumstances which reduce or may reduce the creditworthiness of the Buyer. In such a case, the Seller shall be entitled to demand payment in advance for existing and new deliveries or to withdraw from the contract with the possibility of claiming damages from the Buyer on the grounds of frustration of the purpose of the contract.

The Seller is also entitled to prohibit the Buyer from disposing of the material subject to retention of title and the Buyer, by accepting these General Terms and Conditions, authorises the Seller to enter its premises to remove the goods. The goods are removed at the Buyer's expense and risk, and the Seller is entitled to charge the Buyer for the administrative costs associated with this at a flat rate of 10 % of the value of the goods removed according to the Seller's invoices. The right to compensation for damages is not affected.

C.15. Any additional requests by the Buyer for changes to the goods, if accepted by the Seller, shall extend the agreed delivery period accordingly. The Seller shall be entitled to reimbursement of the costs associated with the change.

C.16. In the event of delayed delivery or non-delivery, the Seller shall not be liable to the Buyer for damages if the delay or non-delivery is due to circumstances excluding liability.

C.17. In no event shall the Seller be liable for questionable damages, such as loss of potential future profits, loss of orders, loss of business, loss of future business, loss of production, loss of cooperation, loss or damage to image, loss of revenue, loss of profit, cost of capital, cost of interruption of production or operations, or the like.

C.18. The Seller shall not be responsible for the suitability of the goods supplied for the Buyer's intended use or for any damages in connection therewith.

C.19. Seller's liability for damages shall be limited to 5 % of the subject supply.

#### **D.**

#### **Delivery, transfer and retention of title, risk of damage to the goods**

D.1. Title to the goods shall pass to the Buyer upon payment in full of the purchase price, provided that the parties expressly agree to retention of title.

D.2. In the event of failure to pay the purchase price on time, the Seller shall be entitled to immediately prohibit the Buyer from disposing of the unpaid goods or any part thereof in any way, in particular to process them, alienate them, encumber them with third party rights, until the full payment of the purchase price including accessories and extra costs arising from the late payment of the purchase price by the Buyer.

D.3. The Buyer shall be liable to the Seller for any damage to the goods within the meaning of § 2120 of the Civil Code.

D.4. In the event that the unpaid goods have been sold, the Buyer is obliged to deliver the proceeds of the sale to the Seller, up to the amount of the unpaid purchase price including accessories and extra costs incurred due to late payment of the purchase price by the Buyer.

D.5. In the event that the unpaid goods have been processed but not sold, the Buyer shall be entitled, with the written consent of the Seller, to sell the processed goods and to release the proceeds of sale to the Seller up to the amount of the unpaid purchase price, including accessories and extra costs incurred due to late payment of the purchase price by the Buyer.

D.6. Pending the release of the proceeds from the sale of the unpaid goods, the Buyer shall be obliged to assign to the Seller, within the meaning of § 1879 et seq. of the Civil Code, the receivable from its customer or part thereof, up to the amount of the unpaid purchase price including accessories and extra costs incurred due to late payment of the purchase price by the Buyer.

D.7. The Buyer is obliged to hand over the unpaid goods to the Seller at any time upon the Seller's request.

D.8. The risk of damage to the Goods shall pass to the Buyer in accordance with the EXW delivery condition of Incoterms 2000.

D.9. The goods shall be deemed to have been delivered upon fulfilment of the agreed delivery condition according to Incoterms 2000.

## **E.**

### **Defects in the goods and claims**

E.1. The Buyer shall inspect the goods with due care as soon as possible after the risk of damage to the goods has passed.

E.2. Later claims for obvious defects such as wrinkles, unevenness, optical waves, grooves, indentations, indentations, dimensions outside tolerance, shot, rolled dirt, zinc coating and other

defects visible to the eye or detectable by gauges and weighing instruments will not be accepted.

E.3. Claims for obvious defects in goods which have been used, sold, processed, altered or otherwise modified after delivery will not be accepted.

E.4. Claims for obvious defects not detected by the Buyer's failure to inspect the goods with due care in a timely manner or at all will not be accepted.

E.5. The Buyer shall carry out an initial inspection appropriate to the further processing of the goods; for the pressing and/or delivery of processed goods to more quality-intensive industries, such as the automotive industry, the mechanical properties of the goods are considered obvious and the buyer shall test the goods for mechanical values at his own expense before use in production.

E.6. The Buyer shall deliver the claim to the Seller in writing without undue delay after the defect has been discovered. The Seller must be invited to verify the defect and the defect must be verified and confirmed in the complaint record by an independent inspector, an expert in the field, e.g. TÜV, SGS or INSPEKTA.

E.7. The goods complained of must be stored in their original unaltered condition separately from other goods and must be protected against corrosion. It must not be used, sold, processed, altered or otherwise modified until the complaint has been settled by the Seller.

E.8. No claim will be accepted if the defective goods are not properly stored and are damaged as a result of improper storage and handling.

E.9. In respect of defective goods, the Buyer shall take all measures necessary to avert or mitigate damage.

E.10. Liability of the Seller for defects covered by the quality guarantee does not arise if these defects are caused after the risk of damage to the goods has passed by external events and are not caused by the Seller.

E.11. As part of a claim for defects in the goods, the Buyer is entitled to:

- a) demand the removal of the defects by supplying replacement goods for the defective goods or by supplying the missing goods; or
- b) require the defects to be remedied by repairing the goods if the defects are repairable; or
- c) demand a reasonable discount on the purchase price.

E.12. The choice between the claims set out in clause E.10. is only available to the Buyer if the Buyer notifies the Seller in a timely defect claim. The Buyer may not change the asserted claim without

the consent of the Seller. If it turns out that the defects in the goods are irreparable or that their repair would involve unreasonable costs, the Buyer may demand delivery of replacement goods if he requests the Seller to do so without undue delay after the Seller has notified him of this fact. If the Seller fails to remedy the defects in the goods within a reasonable additional period of time or if he notifies the Buyer before the expiry of the period of time that he will not remedy the defects, the Buyer may demand the replacement of the defective goods with faultless goods or demand a discount on the purchase price.

E.13. If events occur which cannot be foreseen at the time of conclusion of the purchase contract and which cause an obstacle to the Seller's performance of his contractual obligations, the Seller is entitled to postpone the deadline for performance by the period for which this obstacle lasted.

E.14. In all cases of circumstances excluding liability, the Seller is entitled to withdraw from the contract without the Buyer being entitled to compensation.

E.15. Welds in the roll are permitted and will not be claimed by the Buyer as defects in the goods, unless otherwise agreed in advance in the order confirmation.

## **F.**

### **Final Provisions**

F.1. These General Terms and Conditions shall come into force and effect on the date of their signing by the Buyer or acceptance of delivery by the Buyer. The GTC shall also be valid and effective if the Buyer is aware of their contents.

F.2 Partial deliveries are permitted. Variations of the delivered goods within  $\pm 20\%$  are permitted.

F.3. If any provision of this contract is or becomes invalid, the validity of the other provisions shall not be affected. The Parties undertake to replace the invalid provision with a valid provision which comes as close as possible to the economic purpose of the invalid provision. If there is a gap in the contract which requires modification, the Contracting Party shall remedy the gap by a supplementary provision which takes into account the economic purpose of the contract.

F.4 The rights and obligations of the Buyer are not transferable to third parties without the written consent of the Seller.

F.5. This contract shall be governed by Czech law, in particular by the relevant provisions of Act No. 89/2012 Coll. (Civil Code) with the express exclusion of the UN Convention on Contracts for the International Sale of Goods.

F.6. The Parties are obliged to ensure that in the regulation of contractual relations or the

implementation of mutual performance, everything that could give rise to disputes is eliminated.

F.7. All disputes arising out of or in connection with this contract, which are not primarily settled by agreement of the parties, shall be finally settled by arbitration before the Arbitration Court of the Chamber of Commerce and Agrarian Chamber of the Czech Republic in Brno in accordance with its Rules by three arbitrators appointed in accordance with these Rules. The parties undertake to fulfil all obligations imposed on them in the arbitral award within the time limits specified therein.

F.8. The Parties agree that the fee and other costs of the arbitral tribunal shall be paid by the Party named as the obligor in the arbitral award.

F.9 Each party shall bear its own legal costs.

F.10. These GTC shall prevail over any different provision of the Buyer's purchase contracts, purchase orders or purchase terms. Only correspondence in the Czech language is valid.

F.11. The written contract is complied with if the mutual correspondence is sent by email, even without a guaranteed electronic signature.

F.12. The handling of personal data shall be governed by applicable legislation, in particular Regulation No. 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and Act No. 110/2019 Coll., on the processing of personal data, as amended. The Seller, as a personal data controller, only processes personal data necessary for the conclusion and performance of the contract on the basis of the law. If the buyer, if he is a data subject, believes that there has been a violation of legal regulations in relation to the protection of personal data, he has the right to lodge a complaint with a supervisory authority. The supervisory authority in the Czech Republic is the Office for Personal Data Protection (ÚOÚ), for more information please visit its website: <https://www.uoou.cz>.

In Brno on 01.01.2025.