

GENERAL DELIVERY TERMS AND CONDITIONS

FOR THE SALE OF GOODS, PRODUCTS AND SERVICES OF THE COMPANY

Saint-Gobain Construction Products CZ a.s., GLASSOLUTIONS division

effective from 4 September 2018, governed by the provisions of the Civil Code No. 89/2012 Coll. (hereinafter the "Civil Code")

1. INTRODUCTORY PROVISIONS

1.1 Under the purchase contract concluded with the buyer, Saint-Gobain Construction Products CZ a.s., GLASSOLUTIONS division (hereinafter the "seller") undertakes to deliver and hand over to the buyer the goods specified by the buyer (as concerns type, dimensions, quantity, etc.) and the buyer undertakes to accept the goods, collect them, remove them and pay the purchase price agreed by the contracting parties for them. The General Business and Delivery Terms and Conditions for the sale of goods, products and services of Saint-Gobain Construction Products CZ a.s., GLASSOLUTIONS division (hereinafter the "GTC") are an integral part of every purchase or other contract or contractual provision (hereinafter the "purchase contract") concluded by the seller with another party (hereinafter the "buyer"), and serve to define the rights and obligations of the contracting parties. The provisions of the GTC are binding for both contracting parties, unless specified otherwise in the purchase or other contracts. These GTC apply as appropriate to concluded contracts for work. The term "goods" and/or "products" in the text of the GTC means the subject of performance provided to the buyer pursuant to the purchase contract.

1.2. Before or at latest during the conclusion of the purchase contract, the buyer was familiarised with the GTC and accepted the text thereof. Familiarisation with the GTC refers to their delivery via electronic means to the buyer, their posting at the seller's facility and their publication on the seller's website. By concluding the purchase contract or purchasing the goods, the buyer agrees to the version of the currently valid GTC, which is posted at www.glassolutions.cz.

1.3. All of the seller's proposals, offers, deliveries, agreements, services and sales operations are governed exclusively by these GTC, unless the individual purchase subcontract or other contract concluded between the seller and buyer stipulates otherwise.

1.4. The establishment, termination or change of obligational relationships (e.g. purchase contract, securing of obligations) between the parties, as well as the rights and obligations arising therefrom, may be effectuated only in writing. The option of concluding an oral contractual relationship and the change thereof and contractual provisions in a different scope and under different conditions than those stipulated in writing is precluded.

1.5. The GTC become binding for both parties to the contractual relationship immediately upon due and timely acceptance of the proposal to conclude a contract by the party to which it is designated and their agreement on the fundamental requisites. The GTC to which the parties refer in the written contract need not be separately signed by the parties to the contractual relationship.

1.6. Where the GTC mention the price, this is always the price excluding VAT.

1.7.

Any change to the GTC during the course of the contractual relationship may be adopted unilaterally by the seller, whereas the seller shall inform the buyer of such change at least 30 days before it comes into effect. If the buyer does not agree with the changes made in the GTC, the buyer is authorised to resign from the purchase contract (or Framework Purchase Agreement and/or other contract which establishes the contractual relationship between the seller and buyer) by written notice delivered to the seller and effective as of the effective date of the amended GTC. If the buyer rejects the amendment to the GTC but does not resign from the purchase contract (or Framework Purchase Agreement and/or other contract which establishes the contractual relationship between the seller and buyer), the seller is authorised to resign from the purchase contract (or Framework Purchase Agreement and/or other contract which establishes the contractual relationship between the seller and buyer) by notice delivered to the buyer and effective as of the effective date of the amended GTC.

2. PRICE OFFER

2.1. All of the seller's proposals pertaining to the purchase price (proposed purchase price) or change thereof or other requirements of contractual provisions or the content of the GTC, which are not expressed in writing, are non-binding for the seller.

2.2. The seller is not bound by the proposed purchase price and other requirements of the contractual provisions in the proposal; the information provided by the seller before concluding the contract is of an informative character only. The seller declares that the information may be a reference for concluding the future contract for 30 days, counted from the day following the sending of the draft to the buyer. The draft expires if it is not accepted within the specified period, or if it is revoked by the seller.

2.3. The seller's price offer (proposed purchase price) is limited exclusively to the precise definition and specification of goods which are already definitely designated in terms of type, quantity and technical parameters (specification of goods, services and conditions of delivery), so as to avoid confusion with other goods or services. A change in the specification of the goods made by the buyer is considered to be a new proposal. Approximate price information submitted to the buyer based on its inaccurately specified goods is not considered to be a proposed purchase price and is not binding for the seller.

2.4. The seller's price offers are based on the customer specification of goods performed by the buyer, without any knowledge of the local situation. An assessment of the adequacy of goods is conducted only at the buyer's express request, and must be confirmed in writing by the seller.

3. PURCHASE CONTRACT

3.1. The offer (order) which is a proposal to conclude the contract must be in writing. Sending of the proposal (order) via electronic means is also considered to fulfil the requirement of written form. The offer may also be made orally, exclusively on the premises of the seller's



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Company ID No. 25029673 • Tax ID No. CZ25029673 • Commercial register maintained by the Municipal Court in Prague, Section B, File 9601

facility.

- 3.2. The purchase contract is concluded and effective as soon as the offer submitted by the buyer and containing the fundamental requirements is accepted by the seller.
- 3.3. The same legal consequences as those specified in Art. 3.2 shall arise if the buyer confirms the order confirmation, delivery note, tax document (invoice), or other request to pay the purchase price for the seller.
- 3.4. The purchase contract may be concluded as a framework agreement, i.e. for an indefinite or definite term (e.g. yearly) or for a definite subject (e.g. project or specific type of goods, etc.) or for the delivery of goods not predefined in terms of quantity and type, given that each individual delivery under such agreement (i.e. partial delivery) must be specified in writing by the buyer sufficiently in advance as concerns the type and quantity and performance deadline. The provisions under Art. 3.1 through 3.3 apply as appropriate to the conclusion of partial deliveries.
- 3.5. The "Order Confirmation" sent by the seller to the buyer is considered correct in full scope and confirmed by the buyer if it is not commented on in writing by the buyer within 24 hours of its sending by the seller, by means of communication pursuant to Art. 6 of these GTC.
- 3.6. The seller hereby informs the buyer that it intends to arrange the insurance of its receivables with its contractual insurer, to which the buyer agrees by concluding the purchase contract, as well as the potential handover of the respective references required by the insurer. If the insurer refuses to insure the buyer for the seller or reduces the required insured amount below the value of the business case, the seller is authorised unilaterally to change the payment or delivery conditions of the contract with the buyer. Such unilateral change shall not be considered a breach of the agreed conditions of the concluded purchase contract by the seller.

4. STANDARD ORDERING CONDITIONS, ORDER REFERENCES

- 4.1. If the buyer's instructions for assigning the manufacturing of the goods by the seller are not specified in detail in the buyer's order (the goods are specified only e.g. by the generic designation of goods), the contracting parties have agreed that the seller shall use the specifications pursuant to the Standard Ordering Conditions to manufacture the goods; these are available to the buyer.
- 4.2. In the case of unclear or ambiguous specification of the goods by the buyer, which the seller could not verify, the specification stated by the seller shall be considered correct. The seller does not perform the static assessment of products, unless specified otherwise in writing.
- 4.3. In the case of a difference between the written order and electronic data entry (e-mail, CD, etc.), the electronic data format always takes precedence.
- 4.4. If the buyer designates the product shape using a template, this template shall be delivered at its expense to the seller's manufacturing facility.
- 4.5. The templates must be delivered on materials that do not deform the shape of the assignment, on a scale of 1:1. If a template on a different material (paper, carton, etc.) that can deform the assignment is used, the seller shall not be liable for potential irregularities in dimensions and shape. The client's name, order number and indication of the front side must be legibly marked on each template. If the shape of the goods is specified by a drawing and template simultaneously, and these do not conform, the data from the template shall be considered decisive.
- 4.6. If an annex (drawing, sketch, photo, etc.) is attached to the order and the data in the annex is contrary to the order, the data specified in the order shall be considered decisive.

5. LATER CHANGES TO THE CONTENT OF THE OBLIGATION

- 5.1. An agreement on changes consisting of changes in the dimensions, quantity or other specifications of the goods may be reached at latest before assigning the order of goods for production; otherwise the buyer's original order/obligation remains valid.
- 5.2. The agreement on changes to the facts specified in Art. 5.1 must include an agreement on the change of the deadline by which the seller is to fulfil its obligation; otherwise the change agreement is invalid.

6. FORM OF COMMUNICATION AND DELIVERY

- 6.1. An act effectuated in writing (i.e. delivery of a document to the addressed party) refers also to an act effectuated using the electronic means commonly and regularly used and allowing the depiction of the text of the delivered document.
- 6.2. Any delivery of the content of documents is considered delivered
 - a) on the date of physical handover of the document, if delivered via a postal license holder or courier or in person, under the condition that it is delivered to the mailing address specified by the addressee or to the address specified in the commercial or trade registers,
 - b) at the moment of delivery of the e-mail message containing the text of the delivered document, if sent via electronic means to the last known electronic address, which both parties have exchanged for the stipulated means of communication,
 - c) at the moment of sending confirmation of the undisrupted delivery from the addressee's telefax device, if delivered via fax. During communication via electronic means, the addressee is obliged to confirm the receipt of the message upon request from the sender.
- 6.3. The parties to the contractual relationship agree that the output documents from electronic communication which contain an expression of will of the given party may serve as evidence in the case of a dispute.

7. DELIVERY TERMS, STORAGE

- 7.1. The seller's obligation to deliver the goods is fulfilled as soon as the seller informs the buyer that the goods are ready for acceptance, and allows the buyer to handle them at the location of its manufacturing facility. Notification refers also to the specification of the acceptance date in the "Order Confirmation" or other document provided by the seller to the buyer.



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- 7.2. If the buyer does not accept or collect the goods without undue delay after being notified that it can handle them, but maximally within 14 days counted from the date of the notice, it shall be in delay in the fulfilment of its obligation to take over the goods and the seller shall have the right to store the goods or ensure their storage in its own warehouse or a third-party warehouse based on the conclusion of a warehousing agreement with a third party in favour of the buyer (by order of the buyer arising from these GTC) and to apply a claim to payment of the purchase price and payment of the costs for storage of the goods with a third party. The seller's obligation is considered fulfilled upon handover of the products for storage (substitute means of delivery) and the seller is authorised to bill the buyer for the goods (issue a proper tax document). The advance on the purchase price already paid by the buyer, or the partially or fully paid purchase price, shall be offset against the proper tax document issued by the seller under this clause. The claim to compensation of damages caused by the buyer's failure to accept the goods is not affected by the issuing of a proper tax document.
- 7.3. If the seller stores the uncollected goods in its warehouse, it shall be entitled to bill a storage fee and the buyer is obliged to pay the seller the costs for storage (storage fee) equal to CZK 90 per stand with stored goods for every started day of storage. The seller may hand over the bills of storage and goods to the buyer only after payment of the storage fee by the buyer.
- 7.4. If the content of the seller's obligation is to deliver the goods to the buyer's specified destination (delivery location), its obligation to deliver the goods is fulfilled upon their handover to the buyer's representative at the destination. If the buyer arbitrarily limits or unrightfully refuses such takeover, the procedure under Art. 7.2 et seq. of the GTC shall apply. The buyer is obliged to inform the seller sufficiently in advance of the person authorised to accept the subject of the purchase contract at the delivery location. For the purposes of due performance, the buyer shall inform the seller in a punctual and provable manner that the due takeover of the goods is ensured at the delivery location by the person empowered to perform this act and authorised (hereinafter the "acceptor") to sign the delivery note. If the acceptor is not present in person at the place and time of delivery, the seller shall hand over the goods to another person present at the agreed place at the time of delivery of the goods, and shall procure their signature on the delivery note with indication of their name and surname. The seller relies on the buyer's obligation to disclose the acceptor's identity on time and does not examine the authorisation of such other person to act on behalf of the buyer in accepting the goods. In this case, the agreed fiction applies between the parties that the other person acts on behalf of the buyer and is authorised to accept the goods and bind the buyer through such actions in the scope of the contractual relationship. If nobody is present at the place of delivery at the previously agreed time, the seller shall take the goods back to the place where transport began. All costs incurred by transporting the goods back to the place of delivery shall be paid to the seller by the buyer.
- 7.5. Unless stated otherwise, the liabilities and obligations of the contracting parties pursuant to the conditions specified in Incoterms 2010 apply.

8. PRODUCT PACKAGING

- 8.1. The goods are packaged in the usual manner, by standard only in the technologically necessary packaging - depending on the goods (barrels, boxes, wooden crates, etc.).
- 8.2. If the buyer requests (in writing) different packaging, including transport packaging, this shall be subject to a fee and must be approved in advance by the seller.
- 8.3. If the buyer does not require transport packaging, the seller shall not be liable for the handling, method of packaging or its adequacy for transport. The buyer ensures the loading of such goods itself, and the seller or its contractual partners may assist with loading at the buyer's request and risk.
- 8.4. The loading of goods wrapped in the seller's packaging onto the buyer's means of transport or that of its contractual carrier shall be ensured by the seller or its contractual partner at its own expense and risk.
- 8.5. If the buyer did not expressly order transport including unloading of the goods (for a fee), the buyer is obliged to ensure the transport and unloading of the goods at its own expense and risk. The buyer is also obliged, at its own expense and risk, to duly secure the situation at the place of storing the goods (e.g. ensure adequate access, procure an entry permit, etc.) and ensure proper unloading equipment or sufficient labour forces for prompt unloading.
- 8.6. The buyer takes into account that the goods are shipped by the seller on returnable transport stands, the value of which is CZK 8,000 excl. VAT per unit, and CZK 16,000 excl. VAT/unit for a stand more than 2.1 metres high. The contracting parties have agreed that the buyer is obliged to return the returnable steel stand to the seller no later than 30 days or no later than 15 days (for stands more than 2.1 m high) from the delivery of goods. Furthermore, the contracting parties have agreed that starting on the 31st/16th day after delivery of the goods, the seller is entitled to bill a rental fee for renting the returnable steel stands, equal to CZK 500 per unit per day (CZK 1,000 per unit per day for stands more than 2.1 m high), until the 60th day from delivery of the goods. A tax document - invoice shall be issued for the rental fee with a maturity period of 30 days from the issue date of the tax document. If the buyer does not return the returnable steel stand even within 60 days from the delivery of the goods, the returnable transport stand shall be considered a subject of sale between the seller and buyer as of the 61st day after delivery of the goods, whereas the seller is entitled to payment of the purchase price for the returnable steel stand (according to the seller's valid pricelist). The purchase price is due within 60 days from the issuing of the tax document - invoice by the seller. For this case of purchase, the contracting parties agree on the reservation of ownership of returnable transport packaging until the full payment of the purchase price by the buyer.
- 8.7. Throughout the period of loan of the stand and/or until the moment of transfer of ownership of the stand from the seller to the buyer, the buyer is liable for damage to the transport packaging resulting from its damage or loss, and is obliged to compensate such damage in full.
- 8.8. The buyer is obliged to handle non-returnable packaging, fixing agents, cardboard inserts etc. pursuant to Act No. 185/2001 Coll., on waste, as amended.

9. PRICES

- 9.1. The agreed price for the goods, precisely specified in the draft purchase contract, is the price calculated according to the seller's pricelist of products, goods or services (i.e. pricelist price) valid at the time of accepting the draft (excl. packaging, transport and other extra fees, e.g. energy fee, postage, etc.), or the price otherwise agreed by the parties.
- 9.2. If the buyer requests a price based on a valid price offer previously compiled by the seller, the buyer is obliged to indicate this fact in

writing with specification of the price offer number in the order. If it fails to do so, the price shall be billed pursuant to Art. 9.1.

- 9.3. The agreed price refers to the price in CZK excluding value added tax.
- 9.4. If the seller, upon agreement with the buyer, delivers the goods to the destination, it is authorised to charge the buyer transport and handling fees pursuant to the usual carrier prices, unless the parties agree otherwise in writing.
- 9.5. The method of rounding off certain data (thickness, dimensions, area, price, etc.) to calculate the price is stipulated in the valid pricelists and applies also to individual offers.
- 9.6. Unless agreed otherwise, a fee of CZK 50 is charged for every paper invoice issued by the seller and sent via post. The issuing of invoices via electronic means (sending to the e-mail address disclosed by the buyer) does not incur a fee.

10. PAYMENT CONDITIONS

- 10.1. The buyer undertakes to pay the purchase price duly and punctually, i.e. within the specified maturity period, in full and without any deductions.
The claim to payment of the purchase price arises for the seller by delivering the goods to the buyer, or a third party acting on its behalf (Art. 7.4), or storage of the goods pursuant to Art. 7.2 of the GTC. The reference for payment of the purchase price is the tax document (invoice) issued by the seller and containing all the requirements pursuant to Act No. 563/1991 Coll., on accounting, as amended, and Act No. 235/2004 Coll., on value added tax, as amended.
- 10.2. In individual cases before concluding the purchase contract, the seller has the right to request the payment of an advance or other collateral on the buyer's obligation to pay the purchase price, e.g. a provision on a contractual penalty, third-party guarantee, establishment of a lien or guarantee from the person acting as the statutory body or from the persons who are members of the statutory body (collateral bill of exchange without protest, etc.) and other institutes for securing liabilities.
- 10.3. The price of the goods is paid in full (the debt is paid) upon crediting of the invoiced amount to the seller's account opened with a financial institution, or payment of the amount in cash.
- 10.4. If the buyer's payment order does not contain the variable symbol or contains the variable symbol of a non-existence tax document, the seller is authorised to assign this payment to any outstanding liability.
- 10.5. If the buyer delays in the payment of one or more tax documents by more than 14 calendar days or has ceased payments or its asset situation has worsened substantially, the seller is authorised to suspend all deliveries of goods and services, even if a purchase contract has been duly concluded pursuant to these GTC. Furthermore, the seller is authorised to suspend the acceptance of all new orders.
- 10.6. If the buyer delays in the payment of one or more tax documents by more than 14 calendar days or has ceased payments or its asset situation has worsened substantially, all of the seller's receivables shall become due immediately. The seller also has the right to request that the goods be returned to cover or minimise such incurred costs. Furthermore, all agreed payment and business discounts, extensions, etc. shall be cancelled. For open orders, the seller may unilaterally change the payment conditions, exclude the order from production or change its delivery deadline. For any further orders, the seller may request an advance, or refuse to deliver this order.
- 10.7. The buyer is not entitled to pose any requirements regarding the seller's payment conditions for any reason, or to require additional non-mandatory documents which were not agreed in advance (e.g. later requesting of product certificates, if this was not agreed before placing the order, etc.).
- 10.8. The buyer's receivable accrued on the grounds of the seller's delay in delivering the goods or on the grounds of a defect in delivered goods claimed by the buyer or on other legal grounds, based on which the buyer claims monetary performance from the seller, is not eligible for offsetting.
- 10.9. Unconcluded claims procedures, if the reason for not concluding them is not on the part of the seller, do not constitute a reason for delay in payment.

11. DELIVERY DEADLINES

- 11.1. If the goods are not collected from the warehouse, the individual delivery deadlines designated by the seller apply, or a rule agreed between the parties that the seller is obliged to deliver the goods by a reasonable deadline with regard to the nature of the goods and business customs pertaining to the given goods, but at latest within the maximum delivery deadline for the respective goods, which is available for viewing at the seller's facility upon request. The delivery deadline specified in the order confirmation is indicative and may be extended unilaterally by the seller, but maximally by 30 calendar days.
- 11.2. If the delivery deadline is stipulated based on the fulfilment of the buyer's obligation (e.g. payment of an advance), the deadline specified in Art. 11.1 starts on the date of fulfilling this obligation.
- 11.3. The seller is authorised to deliver the goods in partial deliveries and before the stipulated performance period, and the buyer is obliged to accept such deliveries. Authorisation to invoice the buyer for the delivered orders or part thereof arises on the date of delivery.
- 11.4. The delivery deadline and delivery obligation are considered fulfilled by performing delivery or allowing the buyer or its authorised person to accept the goods, provided it has met all the conditions for release of the goods, or information provided by the seller to the buyer that the goods are prepared for acceptance on the confirmed or substitute date at the seller's premises or at a different location agreed in writing.
- 11.5. If the seller does not fulfil its obligation in time due to circumstances precluding liability, including late deliveries from its contractors and subcontractors, such lateness shall not be considered a delay and the fulfilment deadline shall be adapted proportionally to the character and duration of the circumstances precluding liability.
- 11.6. The seller is not in delay in performance due to obstacles caused by the buyer.
- 11.7. In the case of accidental or extraordinary incidents which occur by no fault of the seller, i.e. which occur through the accidental or unexpected impact of natural forces (e.g. natural disasters, fire, floods, etc.) or human behaviour (breakdowns in transport, strikes, exclusions, public disruption of order, mobilisation, embargo, revolts, prohibition of FX transfer, outages in energy supply, technical defects, work conflicts, interruption or termination of material production, etc.), referred to as force majeure, which cannot be overcome and which impede or prevent the seller or its contractors from delivering the goods duly and punctually, the seller shall not be considered to have breached its contractual obligations from the concluded purchase contract and the buyer shall not have the right to withdraw or

claim legal or contractual sanctions. If the intervention of force majeure causes the seller to delay in performing its obligation, the fulfilment deadline is extended by the period during which force majeure lasted.

12. GRADE, QUALITY, CERTIFICATION

- 12.1. The products are manufactured and goods delivered in accordance with the valid CSN EN standards for the given product or goods; the seller is not liable for assessing the adequacy of the goods or products for the purposes for which the buyer intends to use them, unless agreed otherwise in writing in a specific case.
- 12.2. In cases when these standards are not stipulated, the seller's internal regulations and recommendations apply; these are available on its website at www.glassolutions.cz. In the event of their absence, market customs shall apply.
- 12.3. At the buyer's request, the seller is obliged to submit only the CE declaration of properties or other lawfully stipulated documents.
- 12.4. The request to submit or deliver non-mandatory certificates, attests or other documents or deeds must be specified by the buyer before concluding the purchase contract, and these shall be delivered by the seller after delivering the goods, based on mutual agreement and approval. Failure to fulfil a request made later does not constitute a reason to refuse the delivery or not pay for it.
- 12.5. All the data specified in catalogues, pricelists, offers, etc. such as dimensions, weight, parameters, colours, etc. are binding and valid only if this is expressly confirmed by the seller for a specific order.
- 12.6. The seller is authorised to deliver goods of corresponding or comparable grade to the buyer with comparable basic technical parameters required by the buyer, regardless of the potential commercial name of the product, and the buyer is obliged to accept such performance.

13. LIABILITY FOR DEFECTS, WARRANTY, CLAIMS

- 13.1. The procedure in the case of claims is governed by the seller's respective Claims Procedure, which is published at the seller's facility and is available on its website www.glassolutions.cz.
- 13.2. The buyer or its representative is obliged duly to examine the goods upon takeover, check the quantity, grade, integrity of packaging and immediately inform the seller of potential defects by entering the identification of obvious defects in the delivery note. The seller is not liable for defects in the goods which could have been identified by the buyer during takeover, i.e. obvious defects (chips, exterior scratches, shells etc.) if the buyer did not point out their existence during takeover by entry in the delivery note.
- 13.3. The seller provides a quality warranty of on the goods for which the buyer has paid the seller the full purchase price, for a period which ends no later than 24 months from the date of takeover of the goods by the buyer; should be buyer delay in accepting the goods, then from the date when the goods were prepared for handover to the buyer.
- 13.4. For some products, the seller provides an extended warranty, which is specified in the purchase subcontracts or issued warranty declarations or pricelists of the seller. The provision on the contractual extension of the warranty period is concluded with a dissolution clause, stating that it shall be dissolved if the buyer does not pay the purchase price duly and punctually.
- 13.5. A product defect or worsening of its quality shall not refer to, and excluded from liability for defects and quality shall be any changes to the condition or features of the product, if these occurred through the effects of physical and other natural processes initiated without human intervention, and certain other specific features listed in the document "Specific Features of Glass".
- 13.6. The quality warranty on the goods is conditioned by their correct transport, storage, handling, use, expert mounting and maintenance pursuant to generally valid legal regulations, and the seller's regulations (if applicable). The claim cannot be recognised if the defect was caused by force majeure (e.g. fire, flood, hail, etc.).
- 13.7. The published data about the functional features of the goods, e.g. heat transfer coefficient, light transmission, sound attenuation, light reflection etc. shall be governed by the valid standards of the manufacturer, testing regulations, and the benchmark conditions specified in these documents. During installation into buildings, the real conditions may differ from the benchmark conditions specified in these documents, e.g. the surrounding temperature, fluctuations in air pressure, insertion of glass pane partitions, etc. This may alter the real values from the specified values. Such discrepancies cannot be the subject of claims.
- 13.8. Each claim of a product, goods or service must be applied by the buyer in writing with specification of the reason for the claim, and delivered along with the goods to the seller's address without undue delay after identifying the defect in accordance with the seller's Claims Procedure, unless agreed otherwise in writing by the parties in a specific case. The seller has the right to inspect the claimed goods.
- 13.9. All one-time templates are archived by the seller for a period of 30 days from delivery of the goods to the buyer and are then liquidated, unless the buyer requests them or unless a claims procedure is underway. If the buyer delivers the templates for repeated and standardised production (duly marked on the template), these templates shall be left to the seller for later assessment.
- 13.10. If the buyer does not order the goods in one order, the seller is not liable for the absolute conformity of the goods delivered at various time intervals and manufactured in different batches (e.g. colour differences in materials, etc.).
- 13.11. The seller does not bear liability for the final result of the technological process performed on own material supplied by the buyer (e.g. on the buyer's own glass, etc.) or a material or product which the buyer delivered for further processing or building into goods or their completion.
- 13.12. In cases where the buyer identifies that the delivered goods do not correspond to the ordered goods or show obvious defects, or if the goods do not correspond to the CSN or EN for the given product, goods, or service, or generally valid regulations or standards, the buyer is obliged to eliminate such goods from further processing (completion, mounting, etc.) and to inform the seller immediately in writing and await its response.
- 13.13. The claim to compensation of the buyer's loss (be it property or non-property loss) related to the applied defect in goods by the buyer and the related costs are limited by the seller. If the claim is justified, the seller shall pay maximally the full value of the claimed product expressed as the price excluding VAT, specified in the tax document and reduced by the potential discount provided both at the time of invoicing or at any later time. Other claims to compensation of the buyer's loss are precluded.
- 13.14. The buyer is not entitled to compensation of loss (be it property or non-property loss) in the scope in which it can satisfy its claims from the rights from product liability; if the buyer's claim from product liability is satisfied by providing a discount on the price, the buyer shall not be entitled to any further compensation (including potential loss).
- 13.15. It is not possible to recognise claims and defects if the conditions for use of the goods do not meet the technical standards and seller's conditions, the CSN, EN or generally known conditions concerning the adequacy of the goods, or if claims for their specific features are

- entirely precluded.
- 13.16. The buyer's claim from defects in the delivered goods shall be rejected by the seller if the buyer does not submit the claim report immediately after identifying the defects, respectively after they could have been found by exercising due professional care.
- 13.17. Unless the buyer states otherwise in the claim report, it is understood that it claims the delivery of new goods of the same type, quantity and specifications (hereinafter "substitute performance"). During the provision of substitute performance, the buyer is sent an order confirmation. In this case, the seller proceeds as in the case of a new order.
- 13.18. If the buyer and seller have concluded a framework purchase agreement, the claimed products are put into production immediately after accepting the claim and subsequently invoiced to the buyer as substitute performance. If the buyer's claim arising from the claims procedure is recognised as justified, the costs invoiced to the buyer are compensated at the full value of the claimed product by means of a credit note (corrective tax document). Other claims to compensation are precluded. If the seller does not recognise the justification of the buyer's claim, the application of a claim on the claim shall be considered a new order. On the day when the seller informs the buyer that it does not recognise the buyer's claim from product liability, a new order shall be confirmed and the seller shall be entitled to the payment of the price for substitute performance.
- 13.19. If the origin of the product or some of its characteristics cannot be identified due to the buyer's express change request or refusal of the seller's standard product marking, the claim cannot be recognised.
- 13.20. If the seller evaluates the claim as unjustified based on available information, and the buyer nevertheless insists on its reassessment at the defined location, this request from the buyer shall be considered an order of the seller's consultancy activity, which is appraised according to the valid pricelist. The buyer expressly agrees to this procedure.

14. WITHDRAWAL FROM THE CONTRACT, INTEREST ON ARREARS, CONTRACTUAL PENALTIES

- 14.1. If the seller delays in performing the obligation to deliver the goods duly and punctually, the parties have agreed on a contractual penalty of 0.05% for every day of delay, which the buyer is authorised to charge the seller, but maximally up to 10% of the purchase price of the goods. Other claims are precluded.
- 14.2. If the buyer delays in paying the purchase price, the contracting parties have agreed on a contractual penalty of 0.05% of every even started day of delay in paying the financial liability, which the seller is authorised to charge the buyer.
- 14.3. The seller shall be entitled to withdraw from the contract if the buyer delays in paying the purchase price of this or another prior liability, or if a petition to commence insolvency proceedings has been filed against the buyer or if default has been declared to be solved by bankruptcy or restructuring pursuant to special laws, or if it has been dissolved with liquidation. If the seller does not withdraw from the contract for the aforementioned reasons, it has the right unilaterally to amend the delivery conditions for goods.
- 14.4. If the seller exercises its right and withdraws from the contract, it is authorised, before refunding the paid advance or other form of collateral, to satisfy its rightful claims arising from the breach of the buyer's contractual or legal obligations, including those in other business cases conducted between the buyer and seller, vis-à-vis the buyer.
- 14.5. The contracting parties have agreed that the buyer is obliged to bear all the direct or indirect costs related to the potential recovery of receivables not paid within maturity, i.e. in particular materials costs, travel expenses, costs for legal services, court and administrative fees, etc.
- 14.6. If the seller delays in performing the purchase contract by more than 30 calendar days despite a written notice from the buyer with a warning about the existence of such delay, the buyer has the right unilaterally to withdraw from the contract.
- 14.7. If the seller withdraws from the contract in accordance with the law, the agreed conditions or the conditions stipulated in these GTC, the potential performed substitute sale of products shall not be taken into account when assessing the claim to compensation of damages.
- 14.8. The seller is authorised to assign its receivables and other rights vis-à-vis the buyer from the title of the purchase contract to a third party.
- 14.9. The contracting parties have expressly agreed and confirm with their signatures that a change in circumstances or impossibility of performance on the part of either party does not constitute a reason to terminate the contract.

15. RISK OF DAMAGE

- 15.1. All risks of damage, loss or destruction of the goods are transferred to the buyer at the moment of acceptance of the goods.
- 15.2. From the moment of acceptance of the goods, the buyer is fully and exclusively liable for the manner of using, storing and handling the goods. The buyer is liable for fulfilling the legal standards pertaining to environmental protection in relation to the goods, such as their packing and packaging material.

16. ADEQUACY OF USE

- 16.1. The buyer is fully liable for the manner of using the goods. The seller strictly does not verify the adequacy of use of the goods.
- 16.2. The seller is liable for the adequacy of use of products and goods only in cases when it has confirmed this in writing, in the defined scope and under the stipulated conditions, which were declared by the buyer.
- 16.3. The seller is not liable for damage resulting from the incorrect use of the goods, incorrect storage, transport, mounting or maintenance.

17. COMPENSATION OF LOSS

- 17.1. The seller's claim to compensation of loss (property or non-property loss) is not affected by the payment of a contractual penalty and interest on arrears.
- 17.2. The buyer's claims to compensation of loss or extra costs if the buyer failed to fulfil the conditions stipulated by the GTC are precluded. In other cases, the claim may be applied only if such right is established for the buyer by the GTC, the contract or by a binding legal regulation in the cases not regulated therein.

18. JOINT PROVISIONS

- 18.1. The legal acts directed towards the conclusion, change, termination or cancellation of the contract must be in writing.
- 18.2. The contracting parties are obliged to inform the other party without undue delay of any potential change in the facts specified in the purchase contract.
- 18.3. In specific cases, the contractual conditions specified in the contracts are agreed in writing and supersede these GTC.
- 18.4. The parties undertake to resolve potential disputes by amicable means. If this cannot be achieved, then all disputes arising directly or indirectly from the contractual relationship between the buyer and seller or from the interpretation of these General Terms and Conditions are subject to the local jurisdiction of the court based on the seller's registered office.

19. VALIDITY OF THE GTC

- 19.1. Should the individual provisions of the GTC become ineffective, this shall not affect the remaining provisions hereof. The ineffective provisions shall be replaced by written agreement with new provisions corresponding to the meaning and purpose of the concluded contractual relationship.
- 19.2. The GTC are a part of the purchase contract and come into effect vis-à-vis the parties on the date of concluding the purchase contract. The GTC need not be signed separately by the parties the contractual relationship, because the buyer was able to become familiar with them before concluding the contractual relationship.
- 19.3. These GTC are effective from 1 August 2018.

Radoslav Černý
General Manager