

## **GENERAL SALE AND DELIVERY TERMS AND CONDITONS**

### **I.**

#### **Preliminary Provisions**

##### **1.1.**

These General Sale and Delivery Terms and Conditions (hereinafter referred to as the "GTC") describe the normal business cooperation between the company **LANEX a.s.** with registered office Hlučínská 96/1, 747 23 Bolatice, entered in the Commercial Register at the Regional Court in Ostrava, file number B 10690, ID number: 03327761 as a supplier, or the seller (hereinafter referred to as "**Seller**") and the customer, or the buyer (hereinafter referred to as "**Buyer**") and apply to all contractual relations between the Seller and the Buyer. The use of the conditions of the Buyer is excluded. These GTC are an integral part of every contract concluded between the Seller and the Buyer, unless the contract parties agree in an individual case otherwise

##### **1.2.**

In case of any discrepancy between these GTC and the purchase contract concluded between the Seller and the Buyer, the provisions of the purchase contract shall prevail.

### **II.**

#### **Purchase Order and Conclusion of the Contract**

##### **2.1**

The order represents a proposal to conclude a contract. The placed order is binding for the Buyer, and once it has been confirmed by the Seller, it cannot be subsequently changed or modified. The contract is concluded once the Seller delivers acceptance of the order to the Buyer.

##### **2.2**

The Seller is not obliged to accept the order. If the Seller does not respond to the order within 14 working days, the order shall be deemed not accepted.

### **III.**

#### **Purchase Price and Payment Conditions**

##### **3.1.**

The agreement on the price is an essential requirement, without which the purchase contract is not valid. Unless the purchase contract states otherwise, the Seller's prices are considered "EXW". Unless mutually agreed otherwise, the purchase price will not include import fees, customs duties and other charges levied in a territory other than the Seller's country.

##### **3.2.**

Regardless of any other agreement in the purchase contract between the Seller and the Buyer, if there is an unforeseen increase in production or related costs during the period between the conclusion of the contract and the delivery of the goods to the Buyer, e.g. increase in the costs of raw materials, materials or transportation, or introduction of additional taxes or duties; or at least 50 days elapse between the conclusion of the contract and the agreed date of delivery of the goods, the Seller has a right to charge for the delivery of the goods prices current on the date of delivery of the goods, and therefore to increase the price for the goods specified in the purchase contract (or confirmation of the order by the Seller). If the order is subsequently modified by the Buyer after the conclusion of the contract, the Seller has the right to increase the price by the additional costs required due to the modification of the order.

In the event that the price of input material for production increases by at least 20%, the manufacturer reserves the right to increase the price of the ordered product. If the Buyer does not agree with the increased price, they have the right to withdraw from the contract.

##### **3.3.**

Both parties agreed that deviation in quantity between the quantity specified in the purchase contract and the invoice can be within  $\pm 5\%$  of the declared production tolerance of the products. The price of goods delivered to a member state of the European Union (hereinafter referred to as EU) other than the Czech Republic will be invoiced without Czech VAT, provided

that the Buyer has proven their registration as a taxpayer in one of the other member states of the EU. Unless they do so, the Buyer acknowledges that the price will be increased by Czech VAT. If the Buyer is registered as a VAT payer in an EU country other than the country of delivery of the goods, they undertake to declare the goods for VAT in the country of delivery of the goods.

3.4.

The price of the purchase will not be considered fully paid until the full amount is credited to the Seller's account. Without an agreement with the Seller, the Buyer must not arbitrarily withhold payment of the purchase price or any part of it as consideration to the extent of detected damage or for any reason, including defect claims, nor are they entitled to offset their obligations against any potential debts of the Seller.

3.5.

The Buyer pays the full amount of the purchase price to the Seller's account, which means that all interbank fees in the Buyer's country associated with the transfer of payment to the Seller's account are paid by the Buyer.

3.6.

Delay in payment of the agreed advance payment, purchase price or their partial instalments shall be deemed to be a substantial breach of the contract on the part of the Buyer, and the Seller has the right, at their discretion, either to insist on the Buyer's fulfilment of the obligation, or to withdraw from the contract, which will not affect the Seller's right to claim compensation for damages. The same applies in case of the Buyer's insolvency or in case of a substantial deterioration of conditions affecting the transfer of payments from the Buyer's country. If the purchase contract allows the payment of the purchase price in instalments and the Buyer is in arrears with payment of any such instalment, they lose the benefit of the instalments and the whole unpaid amount shall become due immediately.

3.7.

The contracting parties have agreed that in the event of a delay in payment of the purchase price or part thereof, the Buyer shall pay the Seller a contractual penalty in the amount of 0.2% of the amount due for each day of delay, which does not affect the Seller's right to claim compensation for damages in excess of the contractual penalty. In the event of the Buyer's delay in payment of the purchase price, the Seller is entitled to refuse or delay future deliveries of goods to the Buyer, even if a fixed delivery date has been agreed.

3.8.

The ownership title to the goods is transferred to the Buyer only after the full purchase price, including all accessories, has been paid to the Seller. The Buyer is obliged to apply all necessary measures to protect the Seller's rights in this article against third parties. The risk of damage to the goods passes to the Buyer upon fulfilment of the Seller's obligation to deliver the goods.

## **IV.**

### **Shipping and Receipt of Goods**

4.1.

The place of delivery of the goods is the place agreed in the contract concluded on the basis of the order. If the parties do not explicitly agree on such a place, the goods shall be delivered to the registered office of the Seller.

4.2.

If the Buyer does not send the Seller a dispatch information in time allowing delivery of the goods within the agreed deadline, the Seller may send the goods to the Buyer's address, if it is known to the Seller, or may withdraw from the purchase contract as in the event of a material breach of the purchase contract. The time for the delivery of the goods by the Seller is extended by the time during which the Buyer is in delay in providing the dispatch information.

4.3.

If the Buyer, in spite of having been requested so to do, fails to take over the delivered goods at the place and within the time specified in the purchase contract, the Seller shall be free to either insist on execution of the terms of the purchase contract or to withdraw from the purchase contract and re-sell the goods to another customer and claim damages for losses incurred. If the

Buyer is informed that the goods are ready to be dispatched or the goods are delivered to the Buyer and they refuse to take over the goods, the Seller shall be entitled to deposit the goods in its stores or in a public warehouse or with a third party, all at the Buyer's risk, peril and cost, or to resell the goods on the Buyer's account (provided the Buyer has already paid the full purchase price).

4.4.

The Buyer will be informed in case the Seller is not able to dispatch the goods to the Buyer according to the terms of purchase contract. The Seller will be granted by the Buyer reasonable additional time for fulfilling all obligations. Unless it is agreed otherwise, the Seller is allowed to make partial deliveries of the goods at their own discretion.

4.5.

The Buyer undertakes to confirm receipt of the goods on the delivery note and then return this confirmed delivery note back to the Seller. If the goods are delivered to a non-member state of the EU and the Seller does not ensure the transport of the goods, the Buyer undertakes to prove the date of the passing of the external border of the EU.

4.6.

All delivery conditions used in this purchase agreement shall be interpreted in accordance with INCOTERMS 2020.

## **V. Warranty Claims**

5.1.

The goods are defective if they do not meet the parameters of the reference sample approved and tested (from the point of view of its functionality) by the Buyer. In the event that the Buyer does not test and/or approve the reference sample and still insists on concluding the purchase contract and delivering the goods, the Seller guarantees only the parameters declared in the technical specification for the given type of goods. The Seller provides the technical specification for the given type of goods to the Buyer upon request.

5.2.

If the Buyer finds any defects in the goods supplied, they must inform the Seller in writing as soon as possible, and in any case not later than seven calendar days after the goods delivery date. In case of delay, the Buyer forfeits their rights arising from defective goods.

5.3.

The Buyer must inform the Seller in writing about any other (hidden) defects as soon as possible, without unnecessary delay, after the defects are discovered, but in any case: (i) 6 months after delivery for goods subject to degradation; or (ii) 12 months for defects in goods that are not subject to degradation and/or defects that were demonstrably present in the goods when they were handed over to the Buyer; whereas it is considered that in the event of the Buyer's delay in pointing out the defect/s, the rights associated with defective performance of the contract are completely ineffective.

5.4.

Goods are not deemed to be defective if the goods comply with tolerance levels stated in the delivery terms. Failure to meet a requirement that was not properly specified in the delivery terms in advance is not considered a defect. Claims for defects must be delivered by e-mail or registered post and must be supported by tangible evidence, i. e. samples of defective goods, a detailed description of the defect for which a claim is being made and a description of the way the products were handled and used when the defect was discovered, including the lodging of the claim. Unless agreed otherwise, the Buyer shall send the Seller a sample of the goods for which the claim is made, and the claim shall be processed on the Seller's premises. On the Seller's request, the Buyer is obliged to discuss the claim at the appropriate place, such as the place where the goods under complaint are stored. Until the complaint procedure is completed, the Buyer is not entitled to carry out any form of repair without the Seller's prior written

permission. The Buyer undertakes to first consult the Seller about all activities and decisions related to the claim, the costs of which could later be recovered from the Seller.

5.5.

If the claim proves to be justified, the Seller can, at their own discretion, repair the goods within a reasonable time on the Seller's premises or on the Buyer's premises, or the Seller can replace the defective goods with new, non-defective goods, or offer the Buyer an appropriate discount on the price of the goods. The claim is unjustified if the goods under complaint have defects which have been caused by the Buyer himself or by a third party.

5.6.

If the claim is not dealt with in a reasonable time in one of the aforementioned ways, the Buyer can withdraw from the purchase contract to the extent of the defective performance. However, if the Buyer previously requested a discount on the price of the goods, they are not entitled to withdraw from the purchase contract.

5.7.

As soon as the Seller and the Buyer agree in writing or in another demonstrable manner on the method of resolving the complaint (using one of the methods specified in Art. 5.5.), or in the case when it is clear from the Buyer's communication that they have accepted the proposed solution as a sufficient resolution of the complaint, it is not possible to subsequently impose new requirements with regard to the claim in question on the part of the Buyer. This does not apply if new facts emerge that would be the subject of a new complaint.

5.8.

Liability of the Seller is limited, as further specified herein. The Seller shall not be liable for damages in excess of the total purchase price of goods stated in the purchase contract related to the damage. In these GTC, the term damage means compensation for damages and non-pecuniary harm pursuant section 2894 (1) and (2) of Act No. 89/2012 Coll., Civil Code, as amended. The Seller shall not be liable for any loss of profit on the part of the Buyer.

## **VI.**

### **Withdrawal from the Contract**

6.1.

The contractual relationship between the Seller and the Buyer established by the contract may only be terminated before its fulfilment by:

- a) a written agreement signed by both parties;
- b) a written notice of termination by either party for agreed reasons and, in the case of a framework contract, by a written notice of termination by either party with a three months' notice period for any or no reason whatsoever;
- c) if a decision on bankruptcy or threatened bankruptcy or another decision on declaration of insolvency was issued by an insolvency court regarding the Buyer's property, or a proposal for a declaration of bankruptcy was rejected due to lack of assets, or if a decision was made to dissolve the Buyer with liquidation; or
- d) a written withdrawal by either party for legal or contractual reasons, in particular for material breach of contract.

## **VII.**

### **Protection of Personal Data**

7.1.

The Seller in the position of a personal data controller processes the personal data of the Buyer, obtained in connection with the fulfilment of the Buyer's order and the resulting contractual relationship. During the processing of the personal data, the Seller shall abide by the principles arising from Regulation (EU) 2016/679 of the European Parliament and of the Council (hereinafter referred to as "GDPR") and other regulations on protection of personal data.

7.2.

The purpose of processing personal data of the Buyer by the Seller is to fulfil the contractual relationship and deliver the ordered goods to the Buyer. The legal reason for such processing is the fulfilment of contractual obligations within the meaning of Article 6 (1) (b) of GDPR.

7.3.

The Seller may further process the Buyer's personal data for the purpose of direct marketing and in this context, they are allowed to send the Buyer a commercial communication regarding the same or similar goods that the Buyer has previously purchased from the Seller. The legal reason for such processing is the legitimate interest of the controller within the meaning of Article 6 (1) (f) of GDPR.

7.4.

The Buyer's personal data may be passed by the Seller on to third parties which help the Seller fulfil its contractual obligations by providing certain services. The Seller transmits personal data only to those processors who provide guarantees of a sufficient level of security to personal data and process such personal data solely on the basis of a contract on the processing of personal data.

7.5.

The Seller shall process the Buyer's personal data for the period necessary for the proper fulfilment of the contractual obligation and in accordance with the applicable legal periods.

7.6.

The Seller has adopted appropriate technical and organizational measures to ensure a sufficient level of security to personal data and to prevent unauthorized or accidental access, alteration, destruction or loss of personal data, their unauthorized transmission and other unauthorized processing or misuse.

7.7.

With regard to the processing of personal data, the Buyer is entitled to: (i) request access to their personal data and information about its processing; (ii) to correct or supplement inaccurate personal data; (iii) to delete processed personal data; (iv) to limit the processing of personal data; (v) to obtain personal data that they have provided to the Seller in a structured, commonly used and machine-readable format; (vi) object to the processing where processing of personal data is based on the legitimate interest of the Seller; and (vii) file a complaint with a supervisory authority for the protection of personal data.

## **VIII. Governing Law**

8.1.

This Contract and relations arising from it are governed by the law of the Czech Republic, especially by provisions of Section 2079 et seq. of Act 89/2012 Coll. of the Czech Civil Code, as amended.

8.2.

If the Buyer is an entity without a registered address or place of business in the Czech Republic, any disputes arising from any contract governed by the GTC or in connection with it shall be, with the exclusion of jurisdiction of common courts, finally decided in arbitration proceedings before the Arbitration Court attached to the Economic Chamber of the Czech Republic and the Agricultural Chamber of the Czech Republic in Prague by three arbitrators determined in accordance with the Rules of this Court. The Parties undertake to fulfil all duties imposed upon them by the arbitration award in due time as specified therein.

8.3.

If the Buyer is an entity with its registered address or place of business in the Czech Republic, the place of jurisdiction shall, in accordance with Section 89a of the Czech Civil Procedure Code, be the court determined by the registered office of the Seller.

**IX.**  
**Final Provisions**

9.1.

The current version of the GTC is available at the Seller's registered office and on the Seller's website.

9.2.

The purchase in e-shop of the Seller is governed by the GTC published at the website of the e-shop.

9.3

The Seller reserves the right to change or modify the GTC at any time. The Seller shall notify the Buyer in writing about the change to the GTC and the effective date of the new GTC sufficiently in advance of their effective date, but at least fourteen (14) days in advance. If the Buyer does not express their disagreement with the new GTC in writing no later than on the expected effective date of the new GTC, they are deemed to agree with the new GTC, and these become effective for them on the effective date. In case the Buyer does not agree with the new version of the GTC: (i) the GTC will not become effective for the Buyer and the original version of the GTC will continue to apply; (ii) The Seller is entitled to terminate the contract with notice period of two (2) months, unless the parties agree otherwise. However, the notice period will not expire before the date on which the new GTC should have come into effect. This provision does not affect the rights and obligations arising before the new GTC became effective.

9.4.

The Buyer is obliged to abide by confidentiality of all facts that will be made available to him in connection with the contractual relationship with the Seller and whose disclosure to a third party could cause harm to the Seller, in particular the facts that are considered trade secrets and other information that can be used for commercial or business purposes even if they are not considered to be a trade secret. The confidentiality obligation shall remain effective even after the termination of the contract, for as long as such breach of the confidentiality obligation is liable to cause damage to the Seller. A situation where the obligation to disclose the confidential information is required on the basis of a legal obligation shall not be deemed a breach of the obligation under this paragraph. In other cases, disclosure of confidential information is subject to the Seller's prior written consent.

9.5

Any non-use or omission of a claim or a right arising from the contract shall not be construed as a waiver of a claim, unless such waiver is expressly stated in writing by the relevant Party. A waiver of a particular claim arising from the contract shall not be construed as a waiver of any other claim. Any extension of a period for performance of a particular obligation or other legal action foreseen in the contract shall not be construed as an extension of a period for performance of any other obligation or other legal action foreseen in the contract.

9.6

These GTC are valid and effective since 1st January 2022