



General Terms and Conditions
MATEICIUC a.s.

Ke Koupališti 370/15
742 35 Odry

ID No.: 607 92 825
Tax ID No.:
CZ60792825

I. Scope

These General Terms and Conditions (hereinafter the “**GTC**”) are an integral element of all contracts for sale and delivery of goods concluded between the MATEICIUC a.s. Company, as the Seller, and the Buyer as the other party (hereinafter the “**Purchase contract**”). These General Terms and Conditions become valid on 6 January 2023 and replace the General Terms and Conditions of 15 September 2021.

II. Execution of deliveries

- 1) The Seller executes deliveries on the basis of orders placed by the Buyer. The Buyer places an order by e-mail sent to the Seller’s address at objednavky@mateiciuc.cz or to another address provided by the Seller or by telephone by calling +420 556 312 421.
- 2) Each order must contain the following:
 - a. order number;
 - b. order date;
 - c. Buyer’s information (name, registered office, ID No., Tax ID No., name of contact person, telephone No., e-mail address)
 - d. specification of the required goods (name, code, type, dimensions, quantity, packaging, possibly other non-standard requirements);
 - e. price (see Art. III of these GTC);
 - f. required collection date / date of delivery of goods (see Art. V.2. par. 1) of these GTC);
 - g. required method of collection / delivery of goods (see Art. V.2. par. 2 and par. 3 of these GTC);
 - h. payment terms (see Art. IV. of these GTC).
- 3) The Seller confirms the order to the Buyer without undue delay, by sending the Buyer confirmation in the format of a form titled *Order accepted* (hereinafter the “**Order confirmation**”), usually within 2 business days, to the e-mail address given by the Seller in the order, unless arranged otherwise between the Contracting parties. If the Seller is unable to meet the Buyer’s requirements in compliance with the order, the Seller contacts the Buyer by telephone or e-mail, usually within 2 business days, with proposal of a substitute solution.
- 4) If the Buyer finds discrepancies or errors in the Order confirmation, it is required to inform the Seller of this within 24 hours of delivery of the Order confirmation, by e-mail sent to objednavky@mateiciuc.cz. If the Seller is not informed of these discrepancies or errors in the confirmation within the specified time limit, the order is considered binding for both Contracting parties.

III. Purchase price

- 1) The purchase price is determined by Purchase contract, price offer or other agreement between the Seller and the Buyer. After the goods have been ordered in accordance with Art. II(2) of these GTC, the purchase price is confirmed by the Seller in the Order confirmation.
- 2) In the case of delivery of goods outside the Czech Republic, the prices, including packaging, are given in EUR.
- 3) Prices remain valid throughout the validity of the Purchase contract or for a limited time as arranged in the price offer.
- 4) The Buyer undertakes to pay the purchase price for the purchased goods. The Buyer acquires the title to the goods only after full payment of the purchase price, including VAT, packaging and transport.

IV. Payment terms

- 1) Unless arranged otherwise between the Contracting parties, the purchase price is due payable in advance by bank transfer to the specified Seller’s bank account.
- 2) The invoice (tax document) shall be issued to the Buyer and sent by e-mail after the goods have been dispatched.
- 3) In relation to non-standard goods, or goods made to order, the Buyer is always required to pay the purchase price in advance, unless arranged otherwise between the Contracting parties in writing.
- 4) If the Buyer delays in payment of the invoice, the agreed deposit or other financial obligations, the Buyer is required to pay the Seller a contractual penalty in the value of 0.4% of the owed amount for each (even partial) day of delay. The contractual penalty is without prejudice to the right to compensation of damages.
- 5) The Buyer is not entitled to retain the entire purchase price or its part on the basis of any claims against the Seller, or on the basis of application of rights arising from defective performance, nor is it entitled to perform unilateral off-set against the charged purchase price of goods or interest on delay. A contractual penalty in the amount corresponding to the retained or unilaterally off-set amount is arranged for cases of

violation of these provisions. The Buyer is required to pay this contractual penalty to the Seller on the basis of its written request.

- 6) Assignment or mortgage of the Buyer's claims arising from a contract concluded with the Seller to a third party is only possible on the basis of the Seller's written consent. If the Buyer assigns or mortgages any claims arising from such a contract without the Seller's prior written consent, the Seller becomes entitled to a contractual penalty in the value corresponding to the assigned or mortgaged claim or its part, against the Buyer.
- 7) The Contracting parties identically declare that they consider the arranged value of the contractual penalties reasonable and hereby surrender the right to claim their reduction before a court.

V. Logistic requirements

V.1 Packaging

- 1) The Seller is required to assure the proper packaging of each order, appropriate to the nature of the goods and the used type of transport.
- 2) For OPTOHARD pipes packaged on wooden drums, the Seller charges the value of the refundable packaging in the amount of 100% of its acquisition price (hereinafter the "deposit") to the Buyer. The current value of the deposit must be verified before placing an order. The deposit is refundable when the Seller returns the packaging under the following conditions:
 - a. within 6 months from the date of delivery of the goods, the deposit is refunded in full (reduced by CZK 100 as a fee for depreciation);
 - b. between 7 and 12 months from the date of delivery of the goods, the paid deposit is refunded less 10% for each commenced month of duration starting from the 7th month;
 - c. the deposit is not refunded after 12 months from the date of delivery of the goods. The refund of the paid deposit for the packaging or its proportionate amount is conditional to the corresponding number of the returned packaging given on the issued invoice corresponding. If the packaging is damaged, the deposit to be refunded is reduced by the amount required for repairs.
- 3) The costs for transport of refundable packaging back to the Buyer are covered by the Seller, unless arranged otherwise.

V.2 Deliveries

- 1) Deliveries shall be executed on the arranged date and time, given in the Order confirmation.
- 2) If the Buyer requires assurance of carriage of goods to the required delivery site within the terms of its order, it is required to give the following in the order:
 - a. the precise address of the site of delivery, the contact person and telephone number;
- 3) Delivery of the goods is governed by INCOTERMS 2020 delivery terms: FCA Odry, unless arranged otherwise by the Contracting parties.
- 4) After the goods are delivered to the site of delivery, the Buyer shall perform a receiving inspection of the goods for the purpose of establishing whether the delivery contains evident defects (range, quantity, quality, damage to packaging). After the receiving inspection has been performed, the Buyer confirms the delivery note.
- 5) If the Buyer finds any defects during the receiving inspection, it is required to notify the forwarder of these. The Buyer is required to record the found defects in the delivery note, particularly if the packaging is damaged, which is evidence of incorrect handling of the consignment or damage to the goods during carriage.
- 6) If the delivery has incorrect quantities, which will be recorded on the confirmed delivery note, the Seller supplies the missing goods within 5 business days in the case of delivery of goods within the Czech Republic and within 20 business days in the case of delivery of goods to another country.
- 7) The Buyer is required to assure unloading of the goods at the site of delivery, possibly loading of refundable packaging, at its own expense.
- 8) The risk of damage to the goods is transferred to the Buyer at the time of their acceptance.

V.3 Storage

V.3.1 Storage of pipes

- 1) Stored pipes must be protected against harmful effects, particularly against thermal radiation, direct sunlight (the pipes do not contain UV stabilisers), mechanical damage and the effects of organic solvents.
- 2) The wound pipes must be stored in a horizontal position, up to a height of max. 2 metres and only for the essential period, or for a maximum of 3 months.



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- 3) Installation temperature is between -5 °C to + 50 °C.

V.3.2 Storage of profiles

- 1) Profiles must be stored in a dry area, in a horizontal position. The recommended storage period for profiles with a paper or PE tape is max. 18 months and a max of 24 months for other types of profile.

VI. Rights on the basis of defective performance

- 1) The Buyer's rights on the basis of defective performance arise from defects that the item has during transfer of the risk of damages to the Buyer and also defects originating at a later date, which the Seller caused by breach of its obligations. The Buyer's rights on the basis of defective performance do not arise from defects caused by the Buyer.
- 2) If the defective performance is material breach of the contract, the Buyer is entitled to:
- removal of defects by delivery of a new item that is free of defects or delivery of a missing item;
 - removal of defects by repairs to the item;
 - an appropriate discount on the purchase price; or
 - withdrawal from the contract.
- 3) If the defective performance is not material breach of the contract, the Buyer is entitled to:
- removal of the defect; or
 - an appropriate discount on the purchase price.
- 4) If the performance is defective and this defect can be removed, the Buyer cannot demand a discount on the purchase price under the condition that the Seller duly removes the defect, within a reasonable time limit, by repairing the item or delivering a new, defect-free item.
- 5) If the Buyer finds a hidden defect in the goods, it notifies the Seller in writing (or by e-mail) within 5 business days from the date it found the defect. The Seller is then required to immediately, or within 3 weeks of the date of delivery of the written notification, propose a method for resolving the defect to the Buyer.
- 6) Defects in the goods are not:
- wear of goods caused by normal use;
 - damage to goods as a result of incorrect installation or assembly, unprofessional operation, modifications or repairs, use in conflict with the manufacturer's recommendations, instructions or user manual, or as a result of unprofessional intervention;
 - damage to goods as a result of use of incorrect or defective consumables;
 - damage to goods as a result of the good's service life being exceeded, whereas such service life was reasonably to be expected in relation to the goods;
 - normal mechanical damage to the goods (pressure marks, grooves, rib deformation) in the external wall of the pipe (DUOHARD, DUOFLEX, KLIMAFLEX) originating as a result the technology of manufacture or transport, which has no impact on the functionality of the goods;
 - damage to goods as a result of inappropriate handling of the goods or as a result of gross negligence in the field of care of the goods, particularly use or storage of the goods in an inappropriate environment, under conditions in which the temperature, dust, moisture or chemical or mechanical effects do not correspond to the properties of the goods;
 - damage to goods caused by third parties, possibly damages caused as a result of a natural event or force majeure (see Art. VII. of these GTC).
- 7) The Seller is liable for damages caused by breach of its obligations. The Seller is not liable for the Buyer's lost profit and is liable for actual damages up to the maximum value of the price of the goods paid by the Buyer. The Seller is not liable for potential damages caused by the Buyer as a result of incorrect or untrue information provided by the Seller.

VII. Provision of information

- 1) The Seller provides the Buyer with written assurance of conformity, certificates, possibly test protocols applying to the goods, at the Buyer's request.
- 2) Products for air distribution systems and accessories that have declared antibacterial and anti-fungal properties, are treated with the addition of a biocide with the active agent *2-(thiazol-4-yl)benzimidazole* (CAS No. 148-79-8) and active agent *2-butyl-1,2-benzothiazole-3(2H)-on* (CAS No. 4299-17-4).

VIII. Force majeure

- 1) The date of performance according to the Purchase contract may be appropriately extended, without the need to conclude an attachment to the Purchase contract, if performance of the Purchase contract is interrupted for reasons caused by unfavourable climatic conditions or unforeseeable and insurmountable obstacles originating independently of the will of the parties (so-called force majeure) within the meaning



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of the provisions of Section 2913(2) of Act No. 89/2012 Coll., Civil Code (hereinafter the "Civil Code"). For the purpose of the Purchase contract, a force majeure is considered to include cases, which are not dependent on the will of the Contracting parties, which cannot be influenced by the Contracting parties and the occurrence of which was not and could not be known to either of the Contracting parties, while executing their due diligence, as of the date of conclusion of this contract. The parties explicitly consider a force majeure to be the effects of COVID-19 and the related domestic and international measures, which could eventually be newly implemented after conclusion of a Purchase contract, and also the potential impact of quarantine measures preventing performance of the contract and outages in deliveries of raw materials and products essential for performance of this contract. With regard to the unforeseeable future development of the impact of COVID-19, the Contracting parties prefer extensive interpretation of the provisions of Section 2193(2) of the Civil Code. The Contracting parties are required to inform each other of a force majeure obstacle in writing, without undue delay (in a copy to the e-mail address), with the understanding that the Contracting party affected by the force majeure is not in delay in performance of its obligations accepted on the basis of the Purchase contract throughout the duration of such an obstacle. When the reasons for a force majeure, due to which performance of the Purchase contract was interrupted, pass, the Contracting parties undertake to immediately inform each other of this fact in a similar manner and discuss the subsequent procedure.

IX. Final provisions

- 1) No statement by the Contracting parties made during negotiation of the Purchase contract, or statement made after conclusion of the Purchase contract, may be interpreted in conflict with the explicit provisions of the Purchase contract and does not establish any obligation to either of the Contracting parties.
- 2) The Buyer's response in accordance with the provisions of Section 1740(3) of the Civil Code, containing an attachment or deviation, is not acceptance of the offer to conclude a Purchase contract, not even if such does not significantly change the terms and conditions of the proposal.
- 3) Any attachments, amendments or supplements to these General Terms and Conditions or the Purchase contract are only valid if they are approved in writing by both Contracting parties.
- 4) No obligation from the Purchase contract or arising from these General Terms and Conditions is a fixed obligation, unless explicitly arranged otherwise in the Purchase contract.
- 5) The Contracting parties do not wish any rights or obligations to be inferred from current or future practice established between the Contracting parties or from usual practice or practice in the sector concerning the subject of performance of the Purchase contract, beyond the frameworks of the explicit provisions of the Purchase contract, unless explicitly arranged otherwise in the Purchase contract. In addition to the above, the Contracting parties confirm that they are not aware of any business practice previously established between them.
- 6) The Contracting parties have informed each other of all factual and legal circumstances, which they knew of or must have known of as of the date of signature of the Purchase contract and which are relevant in relation to conclusion of the Purchase contract. Apart from the assurances that the Contracting parties provided each other in the Purchase contract, neither of the Contracting parties will have any other rights or obligations in relation to any circumstances that arise and which the other party did not inform of during negotiation of the Purchase contract. The exception to this will be cases when the specific party intentionally misled the other party in regard to the subject of the Purchase contract.
- 7) The Contracting parties preclude the application of the following provisions of the Civil Code to the Purchase contract: Section 557 (the *contra proferentem* rule), Section 1805(2) (*ultra duplum* prohibition) and Section 2950 (damages caused by information).
- 8) The Seller's rights arising from the Purchase contract or its breach have a statute of limitations of 4 (four) years from the date the right could have been applied for the first time.
- 9) The Buyer assumes the risk of changes to circumstances in accordance with the provisions of Section 1765 of the Civil Code.
- 10) In order to eliminate any doubt, the Contracting parties explicitly confirm that they are business entities, concluding a Purchase contract during their business activities and that the provisions of Section 1793 of the Civil Code (*laesio enormis* - unfair prices) do not apply to the Purchase contract.
- 11) If any legal regulations stipulate a penalty for breach of contractual obligations (at any time throughout the duration of the Purchase contract), then such a claim shall be without prejudice to the Seller's right to compensation of damages in the amount exceeding the penalty stipulated by the law.
- 12) If the contractual penalty is reduced by a court of law, the right to compensation of damages in the amount in which the damages exceed the sum stipulated by the court of law as reasonable, remains,



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without any other restrictions.

- 13) If the relationship established by the Purchase contract contains an international (foreign) element, then the Contracting parties have agreed that the Purchase contract concluded between them is governed by the respective legal regulations of the Czech Republic, particularly the Civil Code, with the understanding that all disputes shall be resolved according to Czech law. In the event of a dispute between the Seller and the Buyer, the courts with local and subject-matter jurisdiction are those according to the Seller's registered office.
- 14) The Contracting party's other rights and obligations are governed by the respective provisions of Act No. 89/2012 Coll., Civil Code as effective.
- 15) The Contracting parties explicitly confirm that the basic terms of the Purchase contract are a result of negotiations between the Contracting parties and that each Contracting party had the opportunity to influence the content of the basic terms of the Purchase contract.