

The company OETINGER CZ s.r.o., registered office: Sídliště 420, 273 24 Velvary, ID: 19630051, registered in the commercial register maintained by the Municipal Court in Prague, section C, file 389411 (hereinafter referred to as the "Customer") is a manufacturer of alloys and prealloys of non-ferrous metals.

These General Terms and Conditions of Purchase (GTCP) govern the contractual relationship between the Customer and another person (hereinafter referred to as the "Supplier"), in which the Customer is the buyer under a purchase contract, the customer under a work contract, or the Customer in the case of an unnamed contract, and the Supplier is the seller in a purchase contract, the contractor in the case of a contract for work, or the Supplier in the case of an unnamed contract (hereinafter referred to as the "Contract").

These GTCP are considered general business terms and conditions in the sense of § 1751 of Act No. 89/2012 Coll. the Civil Code (hereinafter referred to as the "Civil Code").

The provisions of these GTCP apply unless the contracting parties agree otherwise in the Contract.

A. Conclusion of Contract

- A.1. The Customer shall deliver to the Supplier a written proposal for the conclusion of a Contract (hereinafter referred to as the "Order"). An order for goods must include in particular:
- specification of ordered goods (quantity and technical data),
 - price, or the method of its subsequent determination,
 - delivery date of the ordered goods,
 - destination,
 - identification data of the Customer (ID, VAT number, etc.).
- Orders must be made in writing by letter, e-mail or fax.
- A.2. A Contract between the Supplier and the Customer is concluded if the Supplier immediately (within 3 working days at the latest) delivers to the Customer a written acceptance of the Order (by letter, email or fax) to the address specified in the Order. The Contract is concluded the moment the Customer receives the acceptance of the Order. The content of the Contract consists of the Order and these GTCP. If a Contract is not concluded, the Customer is not bound by the Order.
- A.3. A Contract is also considered concluded if the Supplier begins performance according to the content of the Order.
- A.4. A Supplier's acceptance which contains any reservations, changes or comments to the Order or to these GTC, or which contains any other deviations from their wording, does not have the effects of acceptance of the Order according to point A.2. above. In such a case, it is a new proposal for the conclusion of a Contract, and the provisions of Section 1740, paragraph 3 of the Civil Code shall not apply. If the Customer accepts the new proposal for the conclusion of the Contract, the Contract is concluded on the day the Supplier receives written acceptance of its new proposal by the Customer.
- A.5. The Contract supersedes and cancels all previous arrangements and written agreements.

B. Price and payment terms, fulfillment date

- B.1. The agreed price of the goods applies to the agreed place of fulfillment and includes the costs of possible customs and border controls, insurance, transport and unloading.
- B.2. The Supplier is obliged to pack the goods in such a way that they are protected from damage during transport and from the effects of the weather. The price of packaging material, with the exception of returnable packaging, is included in the price of the goods.
- B.3. Goods which are supplied at weight prices are charged according to the actual weight on delivery in net weight. Weighing is performed by the Customer, the Supplier has the right to participate in the weighing if it is present at the time of delivery.
- B.4. The Customer is obliged to pay the price to the Supplier's bank account based on an invoice. The Supplier is entitled to issue an invoice at the earliest on the day when the goods were properly and completely delivered to the customer, including complete documentation.
- B.5. The invoice must contain the details of a tax document according to the relevant legal regulations, as well as the Contract number according to the Customer's records, or a copy of the confirmed Order. The Customer is entitled to return the invoice without payment if it was issued before the Supplier had the right to invoice (point B.4.) or if it does not have the requirements set by law, or if it does not have the requirements according to this point, within thirty (30) days of its delivery.
- B.6. The due date of the invoice is thirty (30) days from the delivery of the invoice.
- B.7. Advances paid will be set off against the payment of the price of the goods. The Supplier is not entitled to set off advances for the payment of other claims owed by the Customer, nor can they be considered a cancellation fee.

C. Delivery, transfer of ownership

- C.1. Delivery of the goods to the place of fulfillment is ensured by the Supplier in its own name and at its own expense, unless otherwise expressly agreed in the Contract.
- C.2. The Supplier is obliged to deliver the goods to the Customer at the agreed delivery time to the agreed delivery location, in the agreed quantity and quality. At the same time as the goods, the Supplier is obliged to hand over the documentation for the goods to the Customer. A delay in handing over the documentation is considered a delay in the delivery of the goods. The Customer confirms the delivery of the goods by signing the delivery note or handover protocol.
- C.3. Ownership of the goods is transferred from the Supplier to the Customer upon receipt of the goods, unless the agreed delivery conditions in the Contract indicate that it is transferred earlier. If the goods are a work consisting in the creation of an item to order, modification or repair of an item, the object of the work is the property of the Customer for the entire period of execution of the work.
- C.4. Plans, technical documents and equipment which the Customer hands over to the Supplier under the Contract, and which are or may be used for the production of the goods or part thereof, or in connection with their production, remain the exclusive property of the Customer. Without the Customer's consent, the Supplier may not use, copy, reproduce, give them to a third party, or familiarize a third party with them.
- C.5. Partial performance is inadmissible, unless otherwise stated in the Contract.
- C.6. The Supplier is entitled to perform before the date agreed in the Contract only with the prior consent of the Customer.
- C.7. The Customer is not obliged to accept goods that do not correspond to the Contract in terms of quantity or quality. It is obliged to inform the Supplier of the refusal of acceptance within two (2) working days. The removal of these goods from the place of fulfillment is ensured by the Supplier at its own expense. In the event that the Supplier does not deliver the goods within two (2) working days from the date of delivery of information about the refusal of acceptance from the Customer, the Customer is entitled to charge the Supplier a storage fee determined by the Customer with regard to the quantity and price of the goods. The Supplier bears the risk of damage to the goods during their storage.
- C.8. In the event of a delay on the part of the Supplier in delivering the goods, the Customer is entitled to charge the Supplier a contractual penalty of 0.2% for each day of delay, up to a maximum of 5% of the Order price.

- C.9. In addition to the contractual penalty, the Customer is also entitled to demand compensation for damages caused by the Supplier's delay, for example, sanctions and damages claimed by third parties against the Customer due to a delay in the delivery of goods/work for which were intended the goods with which the Supplier is in delay.
- C.10. The Supplier is obliged to enter into and maintain in force an insurance policy for the duration of the Contract the subject of which is liability insurance for damage caused to the Customer in connection with the performance of the concluded Contract. The Supplier is obliged to prove the conclusion of the insurance policy to the Customer at its request. If the Supplier fails to fulfill this obligation, the Customer is entitled to enter into and maintain such an insurance policy on its own, with the provision that all related expenses may be set off against any claim of the Supplier under the Contract, or be collected directly.

D. Product defects, complaints

- D.1. The Supplier is obliged to deliver the goods to the Customer in the agreed quality and without material or legal defects. The goods are considered defective especially if:
- a) they do not comply with the technical specification, or
 - b) they do not have the properties that the Supplier stated in the samples, prototypes or in the offer, or
 - c) they are not suitable for use for the purpose for which they were intended according to the Agreement or according to the intention of the contracting parties, or
 - d) their origin or characteristics are not supported by the prescribed documents, or
 - e) they are encumbered by any rights of third parties, or
 - f) they otherwise differ from what the Customer could reasonably expect.
- D.2. The Supplier provides a quality guarantee for the goods for the duration that will be agreed in the Contract, but always for at least twenty-four (24) months. Unless otherwise stipulated in the Contract, the warranty period starts from the date of invoicing right according to point B.4. of these GTCP; if the Supplier is obliged to put the goods into operation, the warranty period starts from the commissioning. The warranty period is suspended for the period during which the Customer cannot use the goods due to defects for which the Supplier is responsible.
- D.3. The Customer is obliged to notify the Supplier of defects in writing without undue delay after their discovery, but no later than the end of the warranty period. A mention of defects in the handover protocol or in a copy of the delivery note handed over to the Supplier is also considered a written notification.
- D.4. The Supplier is obliged to communicate his written opinion on the defect complaint no later than three working days after the complaint has been delivered to him.
- D.5. According to the Customer's decision, the Supplier is obliged to repair the defective goods without delay, at the latest within fifteen (15) working days from the receipt of the complaint, or to replace them with new, flawless ones.
- D.6. The same warranty conditions apply to spare parts or repaired parts of the goods as to the original goods. The warranty period for replaced or repaired parts of the goods must be at least half of the warranty period according to point D.2 of these GTCP from the moment the defect is removed. For other parts of the goods, the warranty period is extended by the time during which the goods could not be used properly due to the defect.
- D.7. In the event of a delay in eliminating defects in the goods, the Customer is entitled to charge the Supplier a contractual penalty of 0.1% of the price of the defective goods for each day of delay. In addition to the contractual penalty, the Customer is also entitled to demand compensation for damages caused by the Supplier's delay, for example, sanctions and damages claimed by third parties against the Customer due to a delay in the delivery of goods/work for which were intended the goods with which the Supplier is in delay (after the elimination of faults).

E. Force majeure

- E.1. The liability of the contracting parties for partial or complete non-fulfillment of contractual obligations is excluded if this happened as a result of force majeure. Force majeure means any unforeseen or unavoidable event that occurred after the signing of the Contract, independently of the will of the contracting parties, which they could not prevent, and which makes it impossible for them to fully or partially fulfill their contractual obligations for a certain period of time. Delivery and other deadlines are postponed for the period of force majeure.
- E.2. Delays in deliveries from subcontractors, lockouts and illegal strikes cannot be considered force majeure. If, due to force majeure, a delivery is delayed or the delivery is not fulfilled at all, neither contracting party is obliged to compensate the other contracting party for any damages incurred, including lost profit. The contracting party at whom a force majeure event occurs must notify the other contracting party in writing of its occurrence within ten (10) days at the latest, otherwise it loses the right to invoke this event.

F. Withdrawal from the Contract

- F.1. You may withdraw from the Contract only in cases stipulated by the Contract, these GTCP, or the Civil Code, as amended, on the date of signing the Contract.
- F.2. The Customer has the right to withdraw from a Contract if the Supplier is in delay with the delivery of goods for a period longer than fourteen (14) days.
- F.3. Withdrawal from a Contract must be performed in writing.
- F.4. Withdrawal from a Contract becomes valid and effective on the day of delivery to the other contracting party. Agreements on contractual fines and compensation for damage are not affected by withdrawal from a Contract.

G. Other

- G.1. The Supplier is obliged to inform the Customer immediately of all facts that could affect the fulfillment of his obligations under a Contract.
- G.2. All information, know-how, technical documentation and its parts, including electronic data files, to which the Supplier has gained access in connection with the conclusion of a Contract or its performance, will be for the entire duration of the Contract and for a period of five (5) years after its termination considered confidential and may not be used for any purpose other than the fulfillment of the Supplier's obligations to the Customer under the Contract. Copies of this information may only be made with the prior written consent of the Customer. At the Customer's request, the Supplier is obliged to immediately return or destroy all information carriers according to this point, including their copies. The Supplier is also obliged to maintain confidentiality vis-à-vis third parties about the conditions agreed in a Contract and the content of the technical documentation, and is obliged to introduce them only to the limited circle of his employees and cooperating persons who participate in the fulfillment of the Contract, and who will be bound to classified confidential information with the same obligations as the Supplier himself.
- G.3. If any provision of these GTCP is invalid or becomes invalid, the validity of the other provisions will not be affected. The contracting parties undertake to replace the invalid provision with a valid provision that is as close as possible to the economic purpose of the invalid provision. If the GTCP have a defect that would require correction, the contracting parties will eliminate this defect with a supplementary provision that takes into account the economic purpose of the Contract.
- G.4. The Supplier is not entitled to assign its rights and obligations without the written consent of the Customer.
- G.5. As part of contractual relations with the Customer, the Supplier undertakes to comply with the Customer's Code of Ethics, published on its website.
- G.6. The Supplier assumes the risk of a change in circumstances in accordance with § 1765 of the Civil Code. The contracting parties expressly exclude use on these GTCP and the Contract