



GENERAL TERMS OF TRADE FOR THE SALE OF GOODS BY TECHNOTRON – METAL s.r.o.

1. INTRODUCTORY PROVISIONS

1.1. Pursuant to Section 1751 of Act No 89/2012 Coll., the Civil Code, as amended (hereinafter the “CC”), these General Terms of Trade (hereinafter the “GTT”) regulate the terms and conditions of the sale of goods by TECHNOTRON – METAL s.r.o., based in Čs. armády 367, Chrudim IV, 537 01 Chrudim, Company Reg. No.: 02299160, file no. Commercial Register: C 32840, managed by the Regional Court in Hradec Králové, (hereinafter “TECHNOTRON – METAL”);

1.2. These GTT do not apply to the sale of goods by the aforesaid company via e-shop at www.eplechy.cz, www.etahokov.cz.

2. DEFINITIONS

2.1. The “Seller” is TECHNOTRON – METAL, designated in the Purchase Contract concluded under Art. 3 herein.

2.2. The “Buyer” is an individual or a legal entity who concludes the Purchase Contract with the Seller under Art. 3 herein.

2.3. The “Goods” are items and their parts that the Seller undertakes to deliver to the Buyer based on the Purchase Contract and transfer the title to such items onto the Buyer, and the Buyer undertakes to pay the purchase price to the Seller for the items, regardless of the designation of such items in the Purchase Contract.

2.4. The “Purchase Contract” is a purchase contract concluded between the Seller and the Buyer under Art. 3 herein.

2.5. “Delivery” means delivery via a postal licence holder or via fax or electronic post or delivery in the data box, or personal delivery. Unless expressly stated otherwise, all and any notifications under the GTT shall be executed in writing and delivered in one of the manners stipulated in the first clause of this provision. The Buyer agrees with delivery to the data box by the Seller.

2.6. The “Delivery Note” is a document certifying the acceptance of the Goods by the Buyer, such as a delivery note, a bill of lading etc.

3. CONTRACT CONCLUSION PROCESS

3.1. Purchase Contract conclusion methods. The Purchase Contract is concluded by one of the following manners:

3.1.1. At the moment of the Seller’s written confirmation of the Buyer’s order for the purchase of the Goods (hereinafter the “Order”).

3.1.2. At the moment of the Buyer’s confirmation of the Seller’s quotation for the sale of the Goods (hereinafter the “Quotation”).

3.1.3. At the moment the Seller delivers the Goods to the Buyer based on the Order or Quotation and the Buyer accepts the Goods.

3.2. The Buyer’s Order shall contain, at least:

3.2.1. Buyer’s identification information.

3.2.2. Specification of the Goods and quantity (i.e., in particular, product type, pieces, length).

3.2.3. The required time and place of performance.

3.3. The Seller’s Quotation is, in particular, a price bid of the Goods that the Seller sends to the Buyer on their request. A draft Purchase Contract sent by the Seller to the Buyer shall also be considered a Quotation.

3.4. Acceptance with deviation. If the Seller accepts the Order with a supplement or a deviation that does not substantially change the terms and conditions of the delivery of the Goods stated in the



order, the Purchase Contract shall be concluded with the wording of the deviation (supplement), unless the Buyer notifies the Seller in writing that they do not agree with the change in 2 business days. If the Buyer accepts the Seller's Quotation with a supplement or a deviation, such acceptance shall be considered a new draft of the Purchase Contract, the acceptance of which requires an explicit consent of the Seller, even though it does not substantially change the terms and conditions of the Quotation.

3.5. The form of the Order, Quotation and acceptance. The Order, Quotation and their acceptance can be sent electronically (by e-mail), by fax or by post. For this purpose, the exchange of e-mail or other electronic messages (without a guaranteed electronic signature) to the address that the Parties have demonstrably provided to one another or messages sent by fax shall be considered a written form.

3.6. Objections to the confirmation of the Order. If the Buyer has any objections to the content of the Order confirmation, they shall inform the Seller in writing so that the Seller receives the objections no later than one week after the Order confirmation.

3.7. By concluding the Purchase Contract, the Buyer confirms that they have read the GTT and agree with them. The provisions of the Purchase Contract shall take precedence over the GTT.

4. **QUALITY**

4.1. The Seller guarantees to only deliver the Goods to the Buyer wholly owned by the Seller and that the Goods are not subject to any third party rights.

4.2. Unless the Parties arranged other standards in the Purchase Contract, the Seller shall deliver the Goods in the quality and with dimensions stipulated under standards DIN.791, DIN 24041-3, DIN 24537, 24531 and RAL-GZ 638 according to the respective type of the Goods.

4.3. The Seller is not responsible for the fact that the Goods are not suitable for the purpose they were purchased for, even if the application is expressly stated in the Purchase Contract. The Buyer shall assess the suitability of the ordered Goods for their purpose according to their own requirements, abilities and knowledge and the Buyer is fully responsible for the suitability of the technical data, specifications describing the Goods, their parts and all the properties of the Goods and material determining their future application with the Buyer's requirements, the purpose of the intended application and the Buyer's order.

4.4. Unless the Parties agree otherwise in the Purchase Contract, the Goods shall be delivered unpacked and unprotected against corrosion.

4.5. Unless a specific property of the Goods or their specification (such as the finish, colour, secondary dimensions) are expressly agreed, the Seller shall deliver the Goods with properties at their discretion without being required to ascertain the Buyer's requirements or needs. The Buyer cannot require and file any claims regarding any other properties that those expressly arranged. The lack of such properties shall not be considered a defect and no warranties shall apply.

4.6 Expanded metal is manufactured in a manner where the first dimension of the mesh is parallel with the first dimension of the format. The grates have reinforced strips parallel with the second mesh dimension. The first dimension is supporting. Expanded metal steps have the first mesh dimension parallel with the format dimension. Considering the possibilities of producing the same type of expanded metal on various machines, the same types may differ in minor view details. This fact needs to be pointed out when ordering (placing additional orders) more pieces for the same project and arrangements need to be made with the sales representative. The technical parameters, related standards and the method of use of the floor grates and steps made of expanded metal are resolved in the "Construction Technical Certificate" by the Technical and Test Institute for



Construction Prague. Perforated sheets and expanded metal made of pre-galvanised metal and coils have untreated inner cut edges of holes and cut peripheral edges. Steel, including stainless, is subject to corrosion. Carbon steel may be protected with hot-dipping (not visual) or zinc coating and various types of wet or powder varnishes to delay the onset of corrosion. The onset of corrosion depends on the conditions of the environment, the used stainless steel grade or quality of the surface protection of carbon steel and the purpose of application. Our Company is not responsible for the onset of corrosion for reasons stipulated above but we guarantee the delivery of the confirmed quality of material (material attestation). Stock expanded metal can break in the node when bent; it is not manufactured with a bending test requirement as standard. The use of more ductile material can be provided by customised production requirement. Expanded metal is scratched on the reverse side from the production. Corten expanded metal is not delivered corroded; it rusts when exposed to the effects of weather. The shade of the aluminium the expanded metal is made of may differ (gloss/matte). The expanded metal mesh is not cohesive as standard. Anodised expanded metal is exclusively subject to the rules of companies performing anodising. The goods are packed on pallets or in bundles with maximum weight of 3,000 kg. Smaller quantities can be packed in cardboard packaging.

5. DELIVERY TERMS

5.1. The terms and conditions for delivering the Goods to the Buyer are governed by the Purchase Contract and also by the GTT, unless stipulated otherwise in the Purchase Contract.

5.2. Delivery term. The Buyer shall notify the Seller of any potential sanctions due to the failure to meet the delivery term subject to a third party contract. Unless the Parties arrange for the time of the delivery of the Goods in the Purchase Contract, the Seller shall deliver the Goods to the Buyer at a reasonable time considering the production and logistic possibilities of the Seller. The Seller meets their obligations in a timely manner when the Goods are delivered within 60 days after the conclusion of the Purchase Contract. In this case, there is no reason for any sanction measures unless the Purchase Contract expressly stipulated otherwise. However, each of the Parties is entitled to withdraw from the Contract if the delay exceeds three months, while such a withdrawal will not lead to any sanctions or obligation of the other Party, unless agreed otherwise. Any prior delays in deliveries do not impair the Buyer's obligation to accept other deliveries of the Goods.

5.3. The Seller shall notify the Buyer of the precise delivery term of the Goods sufficiently in advance. If any extraordinary events preventing the Seller's proper performance occur, independently of the Seller's will, which cannot be averted by the Seller, the Seller shall have the right to reasonably extend the delivery terms for the Goods (at least by the period, during which the extraordinary circumstances prevented the performance of the obligation). The Buyer acknowledges that unless a discount, a fine or a penalty for delayed delivery is expressly stipulated in the Purchase Contract, it is not possible to demand such compensation from the Seller.

5.4. Place of delivery. Unless the Parties arrange a place of delivery of the Goods in the Purchase Contract, the Seller shall meet their obligation to deliver the Goods by letting the Buyer load the Goods at the personal pick-up address: the Seller's premises – Přeborská 1494, 738 01 Frýdek-Místek or the production plant at Ulice Míru 3651, Frýdek-Místek.

5.5. Quantity deviation. The Seller is entitled to adjust the quantity of the delivered Goods considering its character and form it is manufactured in (e.g., to round up to metres, kilograms, number of production lengths etc.). However, the deviation must not exceed +/- 10% of the quantity arranged in the Purchase Contract without the Buyer's consent.

5.6. Delivery confirmation. The Buyer shall confirm the delivery of the Goods to the Seller in writing



by signing the Delivery note, otherwise the Seller is not obligated to submit the Goods to the Buyer.

5.7. Acceptance of the Goods delivered by the Seller. If the Seller provides delivery of the Goods to the place of delivery according to the Purchase Contract, the Buyer shall ensure that there is a person authorised to accept the Goods on behalf of the Buyer at the place of delivery on the day of delivery (the Seller can inform the Buyer by telephone of the precise time) and ensure unloading of the Goods from the Seller's vehicle immediately upon its arrival, otherwise the Buyer shall be liable to the Seller for any and all damage incurred by the Seller (in particular, the costs of the carrier related to waiting, lost profit, damage and sanctions demanded from the Seller by third parties for delays of the following deliveries implemented within one delivery trip etc.).

If the Buyer fails to notify the Seller of the person authorised to accept the Goods from the Seller on the delivery site, in writing at least one day prior to the delivery of the Goods, the person present on the delivery site shall be entitled to accept the Goods for the Buyer, inspect the Goods and notify the Seller of any potential defects.

5.8. If the Buyer fails to arrive at the delivery site within one hour after the Seller notifies the Buyer of the arrival of the vehicle with the Goods at the delivery site, the Seller shall be entitled (but not obligated) to recall such a vehicle and demand compensation of the costs of failed transport and related damages from the Buyer. If the Seller recalls the vehicle due to the Buyer's delay with the acceptance of the Goods and the Parties do not arrange another date for the delivery of the Goods, the Seller shall meet their obligation to deliver the Goods by letting the Buyer dispose of the Goods on the Seller's premises; the Seller shall notify the Buyer correspondingly.

5.9. Unloading the Goods. The Buyer shall arrange and perform unloading of the Goods from the vehicle at their own costs and risk. The Buyer is liable for any damage and losses incurred when unloading, storing and handling the Goods on the delivery site.

5.10. Inspection of the Goods. The Buyer shall inspect the Goods upon acceptance to ascertain that the delivered Goods are in compliance with the Purchase Contract in terms of quality and quantity and that there are no defects. The Buyer shall inspect the Goods on the delivery site prior to unloading from the vehicle when the transport of the Goods is provided by the Seller, or prior to loading to the vehicle on the delivery site when the transport of the Goods is provided by the Buyer. If the Buyer cannot perform a detailed inspection of the Goods upon acceptance for any reason, this fact shall be indicated in the Delivery Note, and the Buyer shall undertake to store the Goods to maximally protect their damage, loss and destruction, namely due to the effects of weather (rain, high humidity) and unauthorised access. If the Goods are packed, the Buyer shall take all measures necessary to prevent moisture condensation inside the packaging. In this case, the inspection of the Goods shall be performed without unreasonable delay as soon as the obstacle preventing the performance of the inspection no longer applies. If the Buyer violates their obligation to store the Goods according to this Article and subsequently returns the Goods to the Seller due to the Seller's liability for defects of the Goods, the Seller shall be entitled to demand compensation of damage for any damaged Goods from the Buyer up to 70% of the cost of the returned Goods (the Seller shall set the specific amount at their discretion, usually in relation to the scope of damage). The Seller shall be entitled to set off such a determined amount of damage against their obligation to refund the Buyer for the purchase price of the returned Goods.

5.11. The right to reject the delivery. The Seller is not obligated to deliver the Goods to the Buyer by the agreed date when the following applies as of the moment of the delivery of the Goods:

5.11.1. The Buyer has any unpaid obligations after maturity towards the Seller (Purchase Price of the Goods for previous deliveries, advance payment required by the Seller, compensation of damage etc.).



5.11.2. Bankruptcy proceedings against the Buyer have commenced.

If the Seller refuses to deliver the Goods to the Buyer for reasons stipulated in this Article, the delivery term for the Goods is changed automatically to the 14th (fourteenth) day after the reason, for which the Seller refused to deliver the Goods, expires.

6. RISK OF DAMAGE AND TITLE

6.1. The risk of damage of the Goods passes onto the Buyer at the moment of the acceptance of the Goods on the delivery site or at the moment the Buyer is in delay with the obligation to accept the Goods, whichever occurs earlier. If the Seller provides the transport of the Goods to the delivery site, the risk of damage shall pass onto the Buyer prior to unloading the Goods from the vehicle. The Seller is not liable for damage of the Goods incurred when the Buyer or a third party holds the Goods. Also, the Seller is not liable for damage of products manufactured by the Buyer or a third party or products that contains the Goods sold by the Seller. The Seller is not liable for any subsequent and indirect damages, including, but not limited to, loss of profit or earnings. To the extent that the Seller may be liable to a third party for the Goods, the Buyer shall indemnify the Seller in the same scope as the Seller's liability is restricted in accordance with the aforementioned. The Seller's liability for all the claims arising based on or in relation to the Purchase Contract or delivery of the Goods must not exceed 15% of the Purchase Price of the delivered Goods.

6.2. The Buyer acquires the title to the Goods at the moment the Purchase Price for the Goods has been paid in full.

7. COMPLAINTS

7.1. The scope of liability. The Seller is liable for defects of the Goods at the moment of the transfer of the risk of damage onto the Buyer (Art. 5 of the GTT).

7.2. The form of complaint. The Buyer shall always file complaints concerning the defects of the Goods (claims) in writing. For this purpose, a written form also includes a notification sent to the Seller's e-mail stated in the Purchase Contract provided that the Buyer proves such notification at least by an electronic confirmation of the delivery of the e-mail to the Seller.

7.3. Deadlines for claiming defects. The Buyer shall notify the Seller of the defects of the Goods by the following deadlines:

7.3.1. The Buyer shall indicate any quantitative defects in the Delivery Note no later than upon the acceptance of the Goods.

7.3.2. The Buyer shall indicate any obvious defects in the Delivery Note upon the acceptance of the Goods. If the obvious defects cannot be determined despite all due diligence upon the acceptance of the Goods, the Buyer shall notify the Seller in writing immediately upon detection; however, no later than 10 days after the acceptance of the Goods.

7.3.3. The Buyer shall notify the Seller of any hidden defects immediately upon detection; however, no later than 6 months after the risk of damage of the Goods passed onto the Buyer.

The right of the Buyer arising from the defects of the Goods shall not be accepted after the lapse of deadlines for the notification of defects of the Goods.

7.4. Complaint particulars. The Buyer shall identify the delivery the Goods are from in the notification of a defect (Purchase Contract No., Delivery Note No.) and state the number of defective pieces and description of the defect. The Buyer shall enclose photographs of all defects found to the notification. The Buyer shall prove that the delivery of the Goods in the complaint was provided by the Seller.

7.5. Cooperation during the complaint procedure. The Buyer undertakes to provide the Seller with necessary cooperation for the purpose of determining the validity of the complaint, including



checking that the terms and conditions for proper storage of the Goods under Art. 5.10 herein have been met.

7.6. Defect elimination. The Seller undertakes to notify the Buyer of whether they accept the complaint or not within 30 days after the notification of the complaint and if so, how the defects in the complaint will be eliminated. At their discretion or by agreement with the Buyer, the Seller is entitled to either eliminate the defects in a reasonable period of time or deliver new goods to the Buyer under the same terms and conditions as the Goods under complaint or provide a reasonable discount for the Goods.

8. PRICE AND PAYMENT TERMS

8.1. The Purchase Price amount. The Buyer shall pay the Purchase Price arranged in the Purchase Contract for the delivery of the Goods. If the Purchase Price is not arranged in the Purchase Contract and the Buyer accepts the Goods anyway, the Parties are deemed to be willing to conclude the Purchase Contract without price determination and the Purchase Price shall be the price for comparable Goods that the Buyer paid to the Seller last time prior to the conclusion of the Purchase Contract, or a price that comparable Goods are usually sold for under similar contractual terms and conditions. Unless the Purchase Contract stipulates otherwise, the Purchase Price of the Goods does not include shipping to the delivery site or packing the Goods for shipping (if the Seller is required to pack the Goods under the Purchase Contract). The Seller is entitled to add VAT according to the valid legal regulations unless the Purchase Contract expressly implies that the agreed Purchase Price already includes VAT.

8.2. Advance payment. The Seller is entitled to demand an advance payment from the Buyer prior to the delivery of the Goods up to 100% of the total Purchase Price of the Goods.

8.3. The maturity of the Purchase Price. The Buyer shall pay the Purchase Price of the Goods based on an invoice that the Seller shall issue together with the delivery of the Goods. The maturity of the Purchase Price is 14 days from the day of the issuance of the invoice unless the invoice stipulates a longer maturity date or the Purchase Contract stipulates a different due date. The invoice shall contain all the legal particulars, otherwise the Buyer is entitled to return the invoice without payment. In this case, a new maturity term shall start on the day of the delivery of the corrected invoice. The date of the payment is the day when the amount is credited to the Seller's account or when the Seller accepts a payment in cash. The Buyer is not entitled to set off any claims against the Seller that have not been accepted in writing and they are not entitled to retain any payment due to mutual claims.

8.4. Contractual fine. In case of the Buyer's delay in the payment of the Purchase Price, the Buyer undertakes to pay the Seller a contractual fine in the amount of 0.05% of the outstanding amount for each day of delay during the first 30 days of the delay, and a contractual fine in the amount of 0.1% of the outstanding amount for each day of delay after the 30th (thirtieth) day. The billing and payment of the contractual fine does not affect the Seller's right to demand compensation of damage, even in an amount exceeding the contractual fine.

8.5. VAT assurance. The Seller undertakes to state their account managed in the Czech Republic and registered in the "Register of VAT Payers and Identified Entities" in all invoices. If any condition for the emergence of the Buyer's guarantee for unpaid VAT stipulated in Act No 235/2004 Coll., on value added tax, as amended (hereinafter the "VAT Act"), is met as of the date of taxable supply, or the Buyer has a justified suspicion that such a condition has been met as of the date of taxable supply, the Buyer shall be entitled to pay the amount corresponding to the respective VAT to the respective revenue administrator instead of the Seller.



9. WITHDRAWAL FROM THE CONTRACT

9.1. It is only possible to withdraw from the Purchase Contract in cases stipulated by the law or by the GTT, or when agreed by the Parties in the Purchase Contract. The withdrawal from the Purchase Contract shall take effect when the written notice of withdrawal is delivered to the other Party. It is only possible to withdraw from the Purchase Contract in writing; an e-mail notification of withdrawal shall not be considered valid, unless the message is delivered with a certified electronic signature.

9.2. Reasons for the withdrawal by the Buyer. The Buyer is entitled to withdraw from the Purchase Contract in the following cases:

9.2.1. When the Seller is in delay with the delivery of the Goods exceeding 60 days.

9.2.2. When the court issues a decision on the Seller's bankruptcy or the Seller goes into liquidation.

9.2.3. When the Seller transfers their obligations, liabilities and rights arising from the Purchase Contract to a third party without the Buyer's prior written consent.

9.3. Reasons for the withdrawal by the Seller. The Seller is entitled to withdraw from the Purchase Contract in the following cases:

9.3.1. When the Buyer is in delay with the acceptance of the Goods exceeding 5 days.

9.3.2. When the Buyer is in delay with the payment of the requested advance payment for the Purchase Price of the Goods or of the Purchase Price of the Goods for a period exceeding 14 days.

9.3.3. When the court issues a decision on the Buyer's bankruptcy or the Buyer goes into liquidation.

9.3.4. When the Buyer transfers their obligations, liabilities and rights arising from the Purchase Contract to a third party without the Seller's prior written consent.

9.4. In case of withdrawal from the Purchase Contract, the withdrawing Party is entitled to demand compensation of costs related to such withdrawal from the other Party; the provisions of Section 2005 of the CC shall remain unaffected.

10. PROTECTION OF CONFIDENTIAL INFORMATION

10.1. The Parties hereby acknowledge that any data or information provided during the negotiations and performance of the Purchase Contract shall be confidential within the meaning of the provisions of Section 1730(2) of the CC and that they may also be the subject of a trade secret of one of the Parties according to their character under the provisions of Section 504 of the CC and as such they shall remain confidential.

10.2. The Parties undertake that they shall not publish any information on the Purchase Contract or any information on the other Party without the other Party's prior written consent as well as any other information they acquire during the negotiations and implementation of the Purchase Contract. This shall not apply when the obligation to publish such information is required by a respective legal regulation or in a decision of a respective public authority.

11. DISPUTES

11.1. Jurisdiction of the court. The Seller and the Buyer have agreed that all and any disputes arising from the Purchase Contract or in direct relation to the Purchase Contract, including disputes regarding the validity of the Purchase Contract that cannot be resolved amicably, or any other legal matters regarding the contractual relationship between the Seller and the Buyer established by the Purchase Contract shall be decided upon by a respective Czech court in civil court proceedings. Pursuant to Section 89a of Act No 99/1963 Coll., the Civil Procedure Code, as amended, the Seller and the Buyer hereby agree on the local jurisdiction of the District Court in case the dispute resolution or other legal matters fall under the jurisdiction of a district court, and the local jurisdiction



of the Municipal Court in case the dispute resolution or other legal matters fall under the jurisdiction of a regional court.

12. OTHER PROVISIONS

12.1. The Buyer hereby acknowledges that may only assign the rights and obligations arising from the Purchase Contract or any claim from the Purchase Contract to a third party with the Seller's prior written consent.

12.2. Unless agreed otherwise in writing, the Buyer shall not be entitled to unilaterally set off any claims based on the Purchase Contract against the Seller's claim.

12.3. The Purchase Contract may only be amended in writing. For this purpose, a written form includes the exchange of e-mail or other electronic messages.

13. FINAL PROVISIONS

13.1. All the mutual rights and obligations of the Parties not regulated by the GTT and/or the Purchase Contract shall be governed by the laws of the Czech Republic.

13.2. If any of the provisions of the GTT and/or the Purchase Contract are found to be invalid or ineffective, it shall not affect the validity or effect of other provisions of the GTT and/or the Purchase Contract.

13.3. If any of the provisions of the GTT and/or the Purchase Contract are found to be apparent (non-existent), the effect of this defect on the other provisions of the GTT and/or the Purchase Contract shall be assessed similarly under Section 576 of the CC.

13.4. The GTT and any amendments are publicly accessible at the Seller's place of business and at www.technotron-metal.cz, technotron-metal.com, <https://technotron-metal.cz/en/>, <https://technotron-metal.cz/de/>