

## **GENERAL BUSINESS CONDITIONS SPUR a. s.**

### **I. Introductory provisions**

1. These General Terms and Conditions of Business (hereinafter referred to as the "Terms and Conditions") are issued by SPUR a.s., with its registered office at 299 Tomáš Bat'a Avenue, Louky, 763 02 Zlín, ID No.: 46900098, VAT No.: CZ46900098, registered in the Commercial Register maintained by the Regional Court in Brno, Section B, Insert 819 as the Seller (hereinafter referred to as the "Seller") in accordance with the provisions of Section 1751 et seq. of Act No. 89/2012 Coll. of the Civil Code, as amended (hereinafter referred to as the "Civil Code") and is used to determine the assumptions, conditions and implementation of mutual rights and obligations arising from purchase contracts (hereinafter referred to as the "Purchase Contract") concluded between the Seller and another natural person or legal entity (hereinafter referred to as the "Buyer") in the sale of goods in the course of their business activities.
2. By concluding the purchase contract between the buyer and the seller, the buyer also confirms that he/she has read these terms and conditions, is aware of their content and agrees to them.
3. These terms and conditions are published on the website of SPUR a.s. located at [www.spur.cz](http://www.spur.cz).
4. Any deviating provisions in the Purchase Agreement shall prevail over the wording of the Terms and Conditions.

### **II. Subject of the Terms and Conditions**

1. The terms and conditions agreed within these terms and conditions will be applied to all business cases in which the Seller will deliver goods to the Buyer on the basis of purchase contracts pursuant to the provisions of § 2079 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended.
2. The subject of these terms and conditions is the modification of the framework conditions of delivery of goods to the buyer from the seller's offer in the scope of determining the quality conditions, the method of determining the quantity of goods, the price of goods, payment terms and the method of claim and its settlement, as well as other conditions agreed in the contract.
3. The Seller shall deliver the goods to the Buyer on the basis of a written framework purchase contract and partial purchase contracts concluded in accordance with the Buyer's orders confirmed by the Seller (hereinafter referred to as "partial purchase contract"), or only written partial purchase contracts, including purchase contracts concluded via electronic communication tools (in particular e-mails).
4. The Buyer undertakes to accept the goods so delivered to the Seller and any services associated with the delivery of the goods properly and to pay in due time.
5. The Buyer is obliged to submit to the Seller at his request documents on his legal personality, authorization to do business (extract from the Commercial Register, VAT registration, extract from the Trade Register, etc.), bank account and in case of any change to submit documents with updated data without delay.
6. The Buyer is not entitled to assign the rights and obligations under the Purchase Agreement to a third party without the prior written consent of the Seller.

### III. Delivery of goods

1. The Seller shall deliver the Goods to the Buyer sequentially within the delivery times and dates proposed by the Buyer in the one-off orders issued in writing and confirmed in writing by the Seller.
2. The Buyer is obliged to make one-off orders in writing and send them to the Seller by post or email (electronic data exchange has the nature of a written legal act and is equivalent to an otherwise commonly used form of written communication), while the order must contain a complete identification of the Buyer's entity (trade name and registered office/place of business of the Buyer, VAT number, VAT number, if a VAT payer, registration in the Commercial Register, contact person including telephone and e-mail), detailed specification of the goods according to the Seller's price list (number or description of the product, quantity of units, required quality), place and method of delivery of the goods, delivery terms (clauses) in accordance with INCOTERMS 2010, name and signature of the Buyer's authorised representative (in case of an e-mail order, the name and function is sufficient). Confirmation of the order creates a purchase contract which is binding for both parties. Confirmation of the order with additions, reservations, changes or with an added purchase price by the Seller is not an acceptance of the order, but a new proposal to conclude a contract. The purchase contract will only be concluded once both parties have fully agreed to the contents of the order. Silence or inaction does not in itself imply acceptance or acceptance of the order. Any changes and amendments to the concluded purchase contract are only possible by written agreement of both parties.
3. In the event that the Buyer is in default in the performance of any of its obligations under this Contract or under any law, or in any other way prevents the Seller from fulfilling the obligation to deliver the goods, the Seller's obligation to deliver the goods in a timely manner shall be fulfilled if, no later than on the last day of the period for fulfilling the obligation to deliver the goods, the goods were at the place of loading ready for shipment or delivery and the Seller informed the Buyer of this fact. In this context, the Seller is entitled to claim against the Buyer the payment of a so-called storage fee of 0.1% of the price of the stored goods per day.
4. In the event that the Buyer is in default of its obligation to pay any of its financial obligations to the Seller, the Seller reserves the right, without any claims or penalties on the part of the Buyer, to suspend performance under any Purchase Contract and not to confirm any further orders of the Buyer until all debts of the Buyer have been settled in full.
5. Delivery terms are determined by the agreed delivery clause according to INCOTERMS 2010, which is FCA - the seller's headquarters, unless the parties agree otherwise.
6. The Seller has the right to deliver the goods in parts. In the event that the buyer does not take over the goods properly and on time, the seller has the right to withdraw from the purchase contract by unilateral declaration with the effects of withdrawal at the moment of delivery of a written copy of the withdrawal to the buyer. In this context, the Seller shall have the right to claim compensation from the Buyer for all costs incurred in this connection as well as for lost profits.
7. The Seller shall hand over the goods at the agreed place together with the relevant delivery note and other agreed documents. The Buyer is obliged to confirm the delivery note with his signature (signature of an authorised person by the Buyer or his employee is sufficient).

8. The risk of damage to the goods passes to the buyer in accordance with the agreed delivery clause according to Article III. point 5. of these conditions. Damage to the goods that occurs after the

risk of damage has passed to the buyer does not affect the buyer's obligation to pay the purchase price, unless the damage to the goods is due to the seller's obligations.

9. The goods are delivered in packaging suitable for the agreed type of goods and for the agreed transport conditions so as to prevent damage to the goods during transport to the agreed destination.

Pallets or other packaging marked as returnable shall be invoiced by the Seller to the Buyer together with the goods. If the Buyer returns such packaging in perfect condition to the Seller without being used by the Buyer in any other way, but no later than 6 months after dispatch by the Seller, the Buyer is entitled to charge them back to the Seller, who is obliged to pay their value. Packaging and packaging costs are the responsibility of the Buyer. Used packaging and fixing materials shall only be returned if expressly agreed.

#### **IV. Purchase price and payment terms**

1. Unless otherwise agreed in the Purchase Contract, the Purchase Price is understood to be "from the Seller's registered office/warehouse", excluding packaging, packaging costs, loading onto the means of transport, transport costs, insurance and value added tax. The purchase price shall be determined by the Seller prior to the commencement of deliveries by means of a price list or purchase contract with a price annex of the product range, with the possibility of updating the price data based on market influences. Value added tax at the legal rate shall be added to the purchase price.

2. Unless otherwise agreed in the purchase contract, payment between the seller and the buyer is made on the basis of a tax document (invoice) by cashless payment. The maturity of the tax document is 14 days from the date of its issue.

3. Unless otherwise agreed between the parties, the purchase price must be paid in full to the Seller no later than the agreed time of delivery of the goods to the Buyer or the carrier authorized by the Buyer.

4. Payment is deemed to have been made when the amount due is credited in full to the Seller's bank account.

5. In case of delay of the buyer in paying the amount due, the seller is entitled to charge a contractual penalty of 0.05% of the amount due for each day of delay.

6. In case of reasonable doubts of the Seller about the Buyer's ability to pay, the Seller is entitled, without fulfilling any other rights of the Seller, to unilaterally adjust the payment terms agreed in the Purchase Contract, in particular to shorten the maturity period or to demand payment in advance.

7. The Buyer is not entitled to withhold the purchase price or any part thereof on account of any claims of his own against the Seller. The Buyer shall not be entitled to set off any own claims against the purchase price, even if such claims are based on liability rights for defects timely asserted.

#### **V. Ownership of goods**

The goods remain the property of the Seller until the purchase price including VAT is paid in full (the so-called reservation of title), to the credit of the Seller's account.

## **VI. Liability for defects in goods**

1. If the delivered goods do not correspond in quantity, quality, design or packaging to the agreed conditions, the goods are defective. The buyer is obliged to notify the seller of any defects in the goods without delay in writing and to prove them in a credible manner.
2. The defect notification must include:
  - the number of the purchase contract (confirmed order), invoice and delivery note,
  - a description of the defect or a precise identification of how the defect manifests itself,
  - the number or volume of defective goods,
  - the method of detecting a defect in the goods.
3. The Buyer's claims for delivery of defective goods shall expire, unless submitted in writing, in the case of obvious defects no later than 10 days from the date of acceptance of the goods or from the date of arrival of the goods at their destination. In the case of latent defects, this period shall be 6 months.
4. If the contract of sale is materially defective, the buyer may demand:
  - remedy the defect by supplying the goods without defects, supplying the missing quantity of goods or repairing the goods,
  - a reasonable discount on the purchase price,
  - withdrawal from the purchase contract.
5. If the buyer does not exercise his right in time or if it is an insignificant breach of the purchase contract, the buyer has the right to have the defect removed or a reasonable discount on the purchase price in accordance with the provisions of § 2107 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended.
6. Replaced defective parts, components or products shall remain the property of the Seller and the Buyer shall return them if requested by the Seller or store them for inspection by a representative of the Seller.
7. Products, or parts of products, which the Seller himself purchases from subcontractors and does not change anything on them, are covered by the warranty to the extent provided to the Seller by the subcontractor.
8. If the product is made according to the buyer's design, samples or documents, the seller's liability for defects does not extend to the correctness of the design, but only to the faultless execution in accordance with the data provided by the buyer. In this case, the buyer also assumes the risk arising from any infringement of third party rights.
9. The seller's liability for defects does not apply to defects caused by improper handling and/or improper storage or maintenance and/or improper application with reference to the instructions or the relevant technical data sheet of the goods. The Buyer is obliged to follow the instructions and the current technical data sheet of the goods, which are available on the website of SPUR a.s. located at [www.spur.cz](http://www.spur.cz).

## **VII. Higher Power**

1. Unless otherwise stated in these Terms and Conditions or in the Purchase Agreement, each of the parties shall
2. released from liability for failure to perform any of its obligations if it proves:
  - (a) that the failure to comply was due to an obstacle which it could not overcome;

(b) that it could not reasonably have foreseen the impediment and taken precautions against the danger and its consequences affecting its ability to perform the contract at the time of its conclusion;

(c) that it could not reasonably have prevented and overcome the obstacle or its consequences.

3. The obstacles referred to in paragraph 1(a) and (b) shall generally be deemed to be:

(a) War (declared or undeclared), armed conflict or serious threat (but not limited to enemy attack, blockade, military embargo, hostilities, invasion, action by a foreign enemy or state, large-scale military mobilization;

(b) civil war, insurrection and revolution, military or usurper actions, riots, civil commotions or disturbances, mob violence, civil disobedience actions;

(c) terrorist actions, sabotage or piracy;

(d) Official interference, legal or illegal, compliance with any law or government order, regulation, rule or instruction, martial law, expropriation, forcible seizure, seizure of productive enterprises/factories, requisition, nationalization;

(e) force majeure, pestilence, epidemics, natural disasters, not limited to massive/violent storms, blizzards, typhoons, tornadoes, blizzards, earthquakes, volcanic activity, landslides, tidal waves, tsunamis (long stormy sea waves caused by earthquakes), floods, damage or destruction caused by lightning, drought;

(f) Explosion, fire, destruction of machinery, equipment, factories and all installations, long-term disruptions in transport, telecommunications or electrical power supply;

(g) general labor disturbances such as, but not limited to, boycotts, strikes and lockouts, work slowdowns, occupation of factories and facilities.

4. The party claiming the waiver must, as soon as possible after the occurrence of the impediment and its consequences preventing its obligation to perform, notify the other party of such impediment and its effect on its ability to perform. Notice must also be given as soon as the grounds for the waiver have ceased to exist. Failure to give notice imposes liability on a party for damages resulting from a loss that might otherwise have been avoided.

5. The party invoking this clause is obliged to take all reasonable measures to limit the effect of the impediment or event affecting the performance of their contractual obligations.

6. If the reasons for the waiver continue for more than ninety (90) days, either party may withdraw from this Agreement, with the effects of withdrawal to be effective on the date of delivery of the written withdrawal to the other party.

7. The Purchaser acknowledges that the declaration of a state of emergency by the Government of the Czech Republic due to the spread of coronavirus or any other disease or the adoption of any other similar measures for the above reasons by any administrative authorities of the Czech Republic shall not affect any rights and obligations arising to the Purchaser under the Contract or these Terms and Conditions.

## **VIII. Trade secrets**

1. The Seller and the Purchaser shall keep secret and confidential all confidential information which has been or will be disclosed to each other or which they have learned or otherwise acquired in connection with the present or future transactions under the Purchase Agreement.

2. Confidential information under this Agreement shall not include information that:
  - was demonstrably obtained by the party receiving the information or a person materially related to the party receiving the information before the agreement became effective or after the agreement became effective but before such information was provided,
  - have become publicly available other than through a breach of the obligations set out in this Agreement by one Party,
  - become known to the party receiving the information, directly or indirectly through a third party who does not owe a duty of confidentiality to the party providing the information,
  - are independently developed by the party receiving the information.
3. The Parties undertake that:
  - not use any confidential information of the other Party other than for the purposes set out in this Agreement,
  - shall not disclose or otherwise make available Confidential Information to any third party, except to its employees and persons connected by property with a Party who need such Confidential Information for the purposes of this Agreement and who are obligated to protect such information in accordance with the requirements and to the extent provided in this Agreement,
  - protect the other Party's Confidential Information from unauthorised use, access or disclosure in the same manner as it protects its own Confidential Information, but with at least a reasonable degree of care,
  - promptly notify the other Party of any known unauthorised use, disclosure or other disclosure of Confidential Information.
4. In the event that, as a result of the cooperation of the Parties, one Party deems it necessary to disclose confidential information provided by the other Party to a third party, the Parties undertake to oblige such third party to protect the confidential information provided at least to the extent provided for in this Agreement and to inform the other Party in advance of such intended disclosure of confidential information to the third party. A Party shall not be entitled to disclose Confidential Information to a third party under this paragraph if the other Party objects to such disclosure of Confidential Information.
5. Notwithstanding the foregoing, a Party may disclose Confidential Information of the other Party where it is required by law to be disclosed in a judicial or administrative proceeding or to the appropriate regulatory or other administrative authority pursuant to law. The Parties undertake in this case to provide the other Party with prior notice of such intended disclosure of Confidential Information and to cooperate fully with such other Party in an effort to protect its interests in such Confidential Information.
6. Each Party acknowledges that the other Party's Confidential Information is a trade secret of such Party and that any unauthorized use, disclosure, or other release of Confidential Information in violation of this Agreement may cause damage to the Party providing such information.
7. If either party breaches its obligations to protect confidential information under this Agreement, the other party may recover a contractual penalty of CZK 1,000,000 for each such proven breach. Payment of the penalty shall be without prejudice to the right of the injured party to claim damages.

#### **IX. Withdrawal from the purchase contract**

1. The Seller and the Buyer are entitled to withdraw from the Purchase Contract, except in other cases provided for by law, these Terms and Conditions or in cases agreed in the Purchase Contract, if the other party commits a material breach of its obligations under the Purchase Contract. In particular, the following shall be deemed to be a material breach of the purchase contract:

- a) default by the Buyer in payment of the Purchase Price or any amounts due under the Purchase Agreement or these Terms and Conditions,
- b) Default by the Seller in the delivery of the goods, except in the case of Article III.4.

The Parties shall also have the right to withdraw from the Purchase Contract if either Party loses the capacity to carry on the business necessary for the performance of this Contract or if either Party enters into liquidation or if the other Party is adjudged bankrupt by a competent court or if a court decides to dismiss the insolvency petition for lack of assets of the other Party.

2. Withdrawal from the Purchase Contract is effective upon delivery of a written notice by the withdrawing Party to the other Party. The notice of withdrawal from the purchase contract must specifically state the reason for the withdrawal. If there is any doubt between the parties as to the date of delivery of the notice of withdrawal, the date of delivery shall be deemed to be the third day after the date of dispatch of the notice. The withdrawal shall take effect on the date of its delivery to the party to whom the withdrawal is addressed, including electronically by e-mail.

#### **X. Clause and bonding statute**

1. Unless expressly stated otherwise in the Purchase Contract, the rights and obligations of the Parties, as well as the legal relations arising from them, arising and related, shall be governed exclusively by the legal order of the Czech Republic, in particular by the provisions of Act No. 89/2012 Coll., the Civil Code, as amended.

2. All disputes that may arise out of or in connection with this Agreement shall be resolved by the parties primarily by mutual agreement and amicably. The applicable law shall always be Czech law and any disputes shall be settled in accordance with Czech procedural regulations in the Czech court of the place of the Customer's registered office.

3. Any commercial practices relating to the performance of this contract shall not prevail over the provisions of these terms and conditions or the provisions of the law, even if such provisions are not coercive.

4. By concluding the contract, the parties expressly exclude the application of the provisions of Sections 1799 and 1800 of the Civil Code.

5. The buyer assumes the risk of change of circumstances after the conclusion of the contract and is therefore not entitled to claim the rights specified in the provisions of § 1765 paragraph 1 of Act No.89/2012 Coll., Civil Code, as amended.

6. These terms and conditions apply to all deliveries of the Seller's goods. Any terms and conditions of purchase stated or pre-printed on the Buyer's order, as well as any other terms and conditions in the Buyer's order that are not in accordance with these Terms and Conditions are void unless expressly confirmed in writing by the Seller upon acceptance of the order or in connection with the conclusion of the Purchase Agreement.

## **XI. Final arrangements**

1. The Seller reserves the right to unilaterally change these Terms and Conditions to the extent appropriate. The change in the terms and conditions will be announced by publication on the website of SPUR a.s. located at [www.spur.cz](http://www.spur.cz). In this case, the Buyer has the right to withdraw from the Purchase Agreement in writing within one month from the date of publication of the changes.
2. If any provision of the Terms and Conditions is or becomes invalid or ineffective, the invalid provision shall be replaced by a provision whose meaning is as close as possible to the invalid provision. The invalidity or ineffectiveness of one provision shall not affect the validity of the other provisions.
3. The newer terms and conditions supersede the terms and conditions previously issued. Legal relationships based on the terms and conditions shall always be judged according to the terms and conditions in force at the time of the legal relationship.

In Zlín, 18 October 2022