

## GENERAL DELIVERY TERMS AND CONDITIONS

of Filipa PLUS k.s. with its registered office at Lázeňská 184, 507 81 Lázně Bělohrad, ID number: 06477283, entered in the Commercial Register kept by the Regional Court in Hradec Králové, file no. stamp A 18352 (hereinafter referred to as "**FILIPA**")

### Part I.

#### Introductory provisions

- 1.1 These General Terms and Conditions of Delivery (hereinafter referred to as the "**Terms of Delivery**") govern the conditions of purchase contracts, work contracts and / or other contracts for the provision of goods or services concluded between FILIPA acting on the part of the seller, contractor or otherwise designated supplier (whose goods or the service is the subject of delivery) on the one hand and the buyer, customer or otherwise designated customer (to whom the goods will be delivered or the service provided) on the other (hereinafter referred to as "**Customer**"), and further regulate the rights and obligations of the parties contracts (such contracts in a single number, hereinafter referred to as the "**Contract**").
- 1.2 These Delivery Conditions form an integral part of each Contract concluded either once or in connection with the agreed framework contract between FILIPA and the Customer. By concluding the Contract (whether by signing separate contracts referring to these Delivery Conditions, accepting the draft FILIPA Contract, etc.), the Customer confirms that he has been duly acquainted with these Delivery Conditions and unconditionally agrees with them. For a specific Contract, these Delivery Conditions are valid in the wording effective as of the date of conclusion of the Contract.
- 1.3 The application of any business conditions of the Customer and / or a third party to the Contract is expressly excluded, unless expressly stated otherwise in these Delivery Conditions; any such business conditions of the Customer or a third party do not apply to the relationship established by the Contract (even in addition), even if they are not expressly denied by FILIPA.
- 1.4 Delivery conditions have the character of business conditions in the sense of the provisions of Section 1751 of Act No. 89/2012 Coll., The Civil Code (hereinafter referred to as the "Civil Code").
- 1.5 If the Contract and / or other agreement of the contracting parties contain deviating provisions from these Delivery Conditions, these deviating arrangements shall take precedence over the wording of the Delivery Conditions.

### Part II.

#### Commencement or agreement of the contract is called a conclusion

- 2.1 The contractual relationship between FILIPA and the Customer is governed by the Contract (which also includes these Delivery Terms), or other written agreements between the parties (framework contract, logistics agreement, etc.), and the relevant generally binding legal regulations.
- 2.2 The contract may be conducted as
  - (i) a separate written contract (with expressions of will made by the parties on the same document or at the same time); or
  - (ii) on the basis of the draft Contract (offer) of FILIPA; in such case, the Contract is considered agreed at the moment when the Customer confirms the draft FILIPA Contract in any form and / or maintains it according to the draft FILIPA Contract (eg accepts and / or provides performance according to the draft FILIPA Contract). Acceptance of the draft Contract of FILIPA by any amendments or deviations by the Customer is a rejection of the draft Contract of FILIPA and is considered a new proposal of the Customer for the conclusion of the Contract, which must be reconfirmed in writing by FILIPA (see next point).
  - (iii) on the basis of the Customer's draft Contract (eg inquiries, orders); in such a case, the Contract is considered agreed at the moment when FILIPA confirms the Customer's draft Contract in writing (FILIPA is not obliged to accept the Customer's draft Contract) and / or is maintained according to the Customer's draft Contract (eg accepts and / or provides performance according to draft Customer Agreement). In this context, the Parties agree that the late acceptance of the Customer's draft Contract by FILIPA also has the effects of timely acceptance if the Customer begins to act in accordance with the draft Contract and / or if the Customer does not immediately notify FILIPA in writing that it considers acceptance delayed.
- 2.3 Any draft Contract made by FILIPA shall be considered revocable unless it expressly states that it is an irrevocable draft Contract, together with an indication of the period during which it is considered irrevocable. FILIPA is entitled to cancel any of its draft Contracts (for which irrevocability is not expressed according to the previous sentence) until the agreement of the Contract at any time (even within the period specified for acceptance of the draft Contract), without the Customer being entitled to any performance or compensation against FILIPA (regardless of its legal nature).
- 2.4 If FILIPA makes an offer based on the Customer's request, the correctness, completeness and feasibility of all documents and instructions correspond to those provided by the Customer (including those specified in the Customer's request) by the Customer themselves, without FILIPA being obliged to assess the correctness, completeness and feasibility of these documents and instructions and to warn the Customer of their possible unsuitability.
- 2.5 The content of the Agreement is determined by the specific text of the Agreement, these Delivery Conditions (which are part of the Agreement), other conditions that may be attached to a specific Agreement (or to which a particular Agreement refers), or other agreements between the parties, unless such agreements state otherwise.

- 2.6 The Parties agree that FILIPA is entitled at any time (at any stage of negotiations) to inform the Customer that it will not complete the Contract, in respect of which the contracting process has already begun, all with the right that the Customer will not be entitled to any performance or compensation from FILIPA in such cases. (regardless of its legal nature).
- 2.7 Contracts must be agreed (and Draft Contracts and their acceptance must be made) and amended only in writing, unless otherwise stated in these Delivery Conditions. The written form is maintained even in legal proceedings performed by electronic means enabling the capture of its content and the appointment of the acting person, unless the Contract stipulates that its agreement or change can only occur in writing in the specific sense (ie on paper). In electronic communication, the time data generated on the FILIPA technical device are decisive.
- 2.8 FILIPA is entitled at any time during the term of the Agreement to request that only or partially electronic data exchange be established between the parties regarding the performance of the Agreement; in such a case, the Customer is obliged to ensure the compatibility of its electronic systems with the FILIPA electronic system at its own expense.

### Part III.

#### Delivery of goods

- 3.1 Arrangements of this Part III. shall be used in the event that the subject of the Contract is the delivery of goods, ie in particular the obligation of FILIPA to hand over the agreed goods to the Customer, enable the Customer to acquire ownership of these goods, and at the same time the Customer's obligation to take over the goods and pay the price to FILIPA.
- 3.2 FILIPA will deliver the agreed goods to the Customer on the parity of the EXW delivery conditions, FILIPA plant at Lázeňská 184, 507 81, Lázně Bělohrad according to INCOTERMS 2020, unless another place of delivery has been agreed in the Contract. Part of the delivery conditions is also the Customer's obligation to ensure loading, or unloading the goods at his own expense; risk of damage to the goods during their loading, or unloading is borne by the Customer. Different provisions of the Contract (incl. Delivery Conditions) take precedence over the conditions of INCOTERMS 2020.
- 3.3 The Customer is obliged to take over the delivered goods. The Customer is obliged to confirm the receipt of the goods on the delivery note or other proof of receipt of the goods according to the request of FILIPA. If the Customer is delayed in taking over the goods, the Customer bears all responsibility for damage, loss and / or destruction of the goods, and FILIPA does not incur any obligation to secure the goods against these risks, to store them or otherwise secure the goods.
- 3.4 If the goods are delivered with returnable packaging, FILIPA is entitled to charge the price of returnable packaging separately. When returning the returnable packaging by the FILIPA customer, the price of the returned packaging may be reduced by any damage or wear and tear (depreciation).

### Part IV.

#### Delivery of services

- 4.1 Arrangements of this Part IV. shall apply in the event that the subject of the Contract is the provision of a service and / or the performance of a work, ie in particular FILIPA's obligation to perform the work or service (collectively referred to as "**service**" or "**services**"), hand over this service to the Customer and pay FILIPA the agreed price for it.
- 4.2 The Customer is obliged to confirm the provision of the service by a protocol or other document on the provision of the service according to the request of FILIPA.
- 4.3 Unless otherwise agreed in the Contract, the place of performance of the service is the FILIPA plant at the address: Lázeňská 184, 507 81 Lázně Bělohrad, Czech Republic.

### Part V.

#### Arrangements common to the supply of goods and services

- 5.1 The provisions of this Part V. shall apply both in the case where the subject of the Contract is the supply of goods and in the case where the subject of the Contract is the provision of a service.
- 5.2 Filipa is obliged to deliver the goods agreed in the Contract, resp. perform the service agreed in the Contract, within the period (or term) agreed in the given Contract. FILIPA is entitled to deliver the goods and / or provide the service even before the agreed date - the Customer is obliged to accept such early performance. FILIPA is also entitled to provide partial performance; The customer is obliged to accept such partial performances.
- 5.3 In the event that FILIPA is unable to meet the agreed deadline for delivery of goods and / or provision of services (eg due to non-delivery of material needed for the production of delivery), it shall notify the Customer without undue delay. The contracting parties shall then immediately agree on the further procedure, in particular they undertake to agree on an alternative date for the delivery of the goods and / or provision of the service. The customer is always obliged to provide FILIPA with an additional reasonable replacement period for performance. FILIPA shall be liable for delays in the delivery of goods and / or the provision of services only if such delays have occurred solely for reasons attributable solely to FILIPA.

- 5.4 The period for delivery of goods and / or provision of services is automatically extended in the following cases in particular (without such extension giving the Customer any claim against FILIPA, including the right to compensation for any damage):
- (i) if there has been an increase in the volume (quantity) of the subject of the supply of goods and / or services, for a period appropriate to such increase in volume;
  - (ii) if the Customer is in arrears with the payment of any payment under the Contract, for the duration of such delay;
  - (iii) the Customer is in arrears with the provision of the necessary cooperation necessary for the delivery of the goods and / or the provision of the service, for the duration of such delay;
  - (iv) in other cases, where obstacles not caused by FILIPA do not allow FILIPA to deliver goods and / or provide a service in a timely manner, for the duration of such obstacle.
- 5.5 Unless otherwise agreed, sampling takes place at the Customer's expense.
- 5.6 If FILIPA is to provide recurring performance under the Contract, the volumes of goods and / or services specified in the Contract shall be deemed binding (eg on the basis of appeals), in which case the Contract shall oblige the Customer to withdraw all the volumes (quantities) of goods and / or services specified in the Contract.
- 5.7 If, for reasons on the part of the Customer, the technical specification of the delivered goods and / or provided services according to the Contract changes (eg based on the final customer's request), and the Contract is not terminated by FILIPA, the Customer shall bear all costs related to such change ( including the introduction of these changes into production). If such changes affect the costs (price), preparation time or quality of deliveries of goods and / or services, the Customer is entitled to adequately increase the price of delivered goods and / or services or from the Contract (or, at FILIPA's choice, from its part affected by change) to withdraw with effect from the date of delivery of the withdrawal to the Customer, without the Customer arising from such termination of supplies (goods and / or services) and / or the Contract (or parts of the Contract) any claim against FILIPA (including claims for damages).
- 5.8 FILIPA is entitled to modify or otherwise change the goods or services (in particular, but not exclusively, changes in the composition, materials, production processes or place of production or provision of services) if this does not affect the quality of the delivered goods and / or services.
- 5.9 If the Customer performs any activity on the premises of FILIPA, the Customer is obliged to ask FILIPA in advance to determine the conditions, principles and procedures (especially conditions in the field of health and safety, fire protection, environmental protection) under which such activity can be performed (such conditions , principles and procedures are set out exclusively by FILIPA), and to agree with FILIPA on a prevention plan for the health and safety risks associated with such activities. The customer is obliged to ensure that all its employees, collaborators, contractual partners and persons acting on its behalf act in accordance with the above prevention plan, established conditions, principles and procedures (especially conditions in the field of health and safety, fire protection, environmental protection), as well as applicable regulations in the field of safety and health at work, fire protection and environmental protection. At the request of FILIPA, the Customer shall immediately provide a document proving the fulfillment of the conditions pursuant to this Article. In the event that the Customer does not act in accordance with the conditions set out in this article, FILIPA has the right to prevent access of the Customer and / or its employees, associates, contractual partners and persons acting on its behalf to the FILIPA premises.
- 5.10 All concluded Contracts are non-exclusive contracts for FILIPA, which do not restrict FILIPA in concluding and performing FILIPA contracts with the same and / or similar subject of performance as the Contract with other customers, unless such exclusivity is clearly stated in the Contract expressly agreed in writing (other than written form in the narrower sense is excluded).
- 5.11 By concluding the Contract, the Customer assumes the risk of a change of circumstances and is therefore not entitled to demand from FILIPA or judicial resumption of negotiations on the Contract due to a substantial change of circumstances creating a particularly gross disparity in the rights and obligations of the parties; the provisions of § 1766 of the Civil Code will not be applied to the contractual relationship established by the Contract.
- 5.12 The Customer undertakes to ensure that any documents submitted by him will not have any legal deficiencies (nor will they infringe the rights of persons due to intellectual property), and that the transfer of such documents to FILIPA (and subsequent use of such documents for performance of the Contract) will not infringe any copyright, patent, industrial or other rights of persons (incl. the right to a good name); The Customer is fully responsible for any possible violation of the rights of persons, and at the same time is obliged to replace the company
- 5.13 FILIPA and the persons concerned (whose rights he has violated) all possible damages (including damages and non-pecuniary damage) and costs incurred as a result of such violation of rights.  
The customer is obliged to act in such a way that there is no unauthorized interference with the ownership or other rights (incl. Good name) of FILIPA, contractual partners (incl. Customers) of FILIPA, or third parties, damage to property of FILIPA, contractual partners ( including customers) of FILIPA or third parties, human health or the environment; The customer is fully liable for all damages (including damage and non-property damage) caused by violation of the above.

#### Part VI.

##### **Reservation of title, damages, contractual penalties**

- 6.1 Ownership of the performance agreed upon in the Contract passes to the Customer by full payment of the purchase price for the delivered goods. FILIPA may unilaterally waive this reservation of title (even after delivery of the goods); in such a case, the ownership of the delivered goods shall pass to the Customer on the day when the Customer is delivered with the waiver of the reservation of the ownership right of FILIPA to the goods in question.
- 6.2 The Parties agree that in connection with the compensation of FILIPA is liable to the Customer only for any actual damage (the Customer's right to compensation for lost profits and / or non-property damage is hereby excluded), up to a maximum of 50% of the agreed performance price under the Contract which the right to compensation arises); the Customer's right to compensation for actual damage exceeding the specified limit is hereby excluded.
- 6.3 The Parties agree that FILIPA is obliged to pay the Customer any contractual penalty or agreed in the Contract only if the breach of obligation confirmed by such a contractual penalty occurs exclusively due to a culpable breach of duty by FILIPA; other liberation reasons according to the law are not affected by this. The Parties further agree that the maximum amount of any contractual penalty (or the total amount of the contractual penalty, if it is an ongoing contractual penalty), which FILIPA will be obliged to pay to the Customer under the Contract, is limited to a maximum of 10% of the agreed performance price according to Contracts (from which the right to payment of a contractual penalty arises); the Customer's right to payment of a contractual penalty exceeding this limit does not arise.

#### Part VII.

##### **Price and payment terms**

- 7.1 The price of goods or services is determined by the Contract; if this is not the case, then the price will be determined according to the FILIPA price list valid on the day of concluding the given Contract (FILIPA is entitled to unilaterally change the price list; the new wording of the price list is effective against the Customer when it is delivered).
- 7.2 Unless expressly stated otherwise, the price according to the Contract is understood as the price without VAT; VAT in the amount according to generally binding legal regulations will be added to the price agreed in the Contract.
- 7.3 Unless otherwise agreed, the price will be paid on the basis of invoices (tax documents) issued by FILIPA to the debit of the Customer. The maturity of individual invoices is 14 days from the date of issue of the invoice.
- 7.4 The Customer is not entitled, without the prior written consent of FILIPA, to assign any possible receivables from FILIPA arising from the Agreement or in connection with any third party, nor to pledge (ie make them the subject of a lien) or unilaterally off set against FILIPA's receivables from the Customer. Any assignment, suspension or unilateral off set of the Customer's receivables from FILIPA without the prior written consent of FILIPA is considered invalid.
- 7.5 In the event of FILIPA's delay in paying any monetary obligation under the Contract, FILIPA is entitled to charge the Customer contractual default interest in the amount of 0.05% of the amount due for each day of delay; the right to compensation for any damage is not affected in any way.
- 7.6 The Parties agree that in the event of the Customer's delay in making any payment under the Contract or in the event that FILIPA has reasonable grounds to doubt whether the Customer will be able to fulfill its obligations (especially payment) under the Contract, FILIPA has the right to suspend (suspend) the supply of goods and / or services without affecting the Customer's obligations under the Contract and without giving the Customer any claim against FILIPA for damages or other damages, contractual penalties or other sanctions due to such suspension ( supply interruption).

#### Part VIII.

##### **Liability for defects, warranty**

- 8.1 FILIPA is liable to the Customer for the fact that the performance agreed by the Contract (delivery of goods and / or provision of services) and the subject of such performance have the properties agreed in the Contract.
- 8.2 FILIPA provides a guarantee for the delivered goods and / or the provided service, if so agreed in the Contract. The warranty is provided only under the conditions of compliance with the instructions for use and maintenance, which will be handed over to the Customer. FILIPA is not liable for defects arising after the transfer of the risk of damage to property through no fault of FILIPA, nor for defects arising after the said moment external events and / or a third party and / or the Customer himself, or for defects caused by mechanical damage and / or as a result of improper handling or use (contrary to the instructions for use and / or usual standards of use and maintenance). The warranty does not cover normal wear and tear caused by the use of things or their parts; In this case, the shorter service life of the product cannot be considered a defect (but a normal feature) and cannot be claimed. The warranty liability automatically terminates with any intervention by a third party (ie not FILIPA or a person designated by him) in the goods and / or services. The provisions of the relevant legal regulations on warranty exclusions and liability for defects are not affected in any way.
- 8.3 Defects, incl. of those covered by a possible warranty, the Customer may only apply to FILIPA and always only in the form of a written complaint protocol delivered to FILIPA, otherwise the complaint will not be taken into account, unless these Delivery Conditions provide otherwise. The Customer is obliged to notify FILIPA of all defects (ie to complain) no later than: (i) obvious defects immediately upon receipt of the goods and / or services, by entry in the

- delivery note and / or other document confirming delivery and / or service;
- (ii) other defects without undue delay after the earliest of these moments -
- a) the moment when the defect manifested itself, b) the moment when the Customer learned of the defect, c) the moment when the Customer could or should have learned about the defect (especially when timely inspection and adequate care); a later claim will not be taken into account (the right from liability expires upon the expiration of the time limit for the complaint in vain).
- 8.4 In the event of a justified complaint, the Customer has the right exclusively to eliminate the defect, unless the parties agree otherwise. In the event of a defect that cannot be removed or is difficult to remove (at the discretion of FILIPA), the Customer may be provided with a reasonable discount on the price for the given goods and / or service. The Customer is not entitled to compensation for damage or other harm; The customer expressly waives it.
- 8.5 In the event of an unjustified complaint, FILIPA is entitled to demand from the Customer reimbursement of all costs incurred in handling the complaint (especially travel expenses, operating costs, costs of expert opinions, etc.) and in the case of repairs (despite the unjustified complaint) for repair; The customer is obliged to pay all such costs to FILIPA.

#### Part IX.

##### Contract termination

- 9.1. Notwithstanding other provisions of the Delivery Conditions and / or the Contract, FILIPA is entitled to further terminate the Contract by notice on the day of delivery of the notice to the Customer (ie without notice) or to withdraw from the Contract if:
- i) insolvency proceedings have been initiated against the Customer and / or the Customer is in bankruptcy; or
  - ii) The customer has entered into liquidation; or
  - iii) execution proceedings have been initiated against the Customer as obligated; or
  - iv) the Customer is in arrears with the payment of any payment under the Contract for a period longer than five (5) days; or
  - v) The Customer has not fulfilled and / or does not fulfill any other obligation or obligation under the Contract (incl. Delivery Conditions) and will not remedy even on the written notice of FILIPA within the period specified by FILIPA in the notice (this period will not be less than 3 days), the Customer commits the violation repeatedly.
- 9.2 If the Contract is concluded for an indefinite period or for a period exceeding one year, FILIPA is entitled to terminate the Contract by giving notice without giving a reason with two months' notice, which begins on the day following the day the notice was delivered to the Customer.
- 9.3 The right of FILIPA to terminate the Agreement in accordance with the law is not affected by the agreement pursuant to this Part IX.

#### Part X.

##### Intimacy

- 10.1 The wording of the Agreement, as well as all information that the Customer has learned and / or will learn in connection with its negotiation, change or performance (especially about the know-how and trade secrets of FILIPA), the Customer is obliged to treat as confidential (hereinafter "**Confidential information**"). Information that is demonstrably publicly available or known at the time of its use or disclosure shall not be considered Confidential Information unless its public availability or knowledge has occurred as a result of a breach of a legal or contractual obligation; in case of doubt, the information is considered to be Confidential Information. The Customer is obliged to (i) refrain from using the Confidential Information for purposes other than the purposes of the Agreement and its performance, (ii) refrain from publishing or making available or otherwise providing the Confidential Information to a third party, except its employees and legal, accounting or tax advisors; however, Confidential Information may be provided or made available to such persons only for the above-mentioned purpose and at the same time if the given person is bound by the Customer to confidentiality to the same extent as himself or is bound by a legal duty of confidentiality. Even after the termination (fulfillment) of the Agreement, the Customer is obliged to continue to keep Confidential Information confidential, until these become generally known other than by breach of the duty of confidentiality, or the Customer ceases to keep them confidential, but no later than 10 years from the date of conclusion of the Contract. In case of doubt, the confidentiality of Confidential Information shall be deemed to persist.

#### Part XI.

##### Final Provisions

- 11.1 Legal relations established by the Treaty are governed by Czech law, to the exclusion of conflicting rules of private international law and the UN Convention on Contracts for the International Sale of Goods. Legal relations concerning a contractual relationship established by the Treaty not expressly regulated by the Treaty shall be governed by the Civil Code and, where applicable, by other relevant national generally binding legal regulations; the agreement of the previous sentence is not affected in any way. All possible disputes arising from the Contract, including disputes arising from relations related to the Contract, as well as issues of validity or invalidity of the Contract, which cannot be resolved by negotiations between the parties, will be decided by Czech courts under Czech substantive and procedural law; the parties agree that the locally competent court is the general court of FILIPA.
- 11.2 These Delivery Conditions come into force and effect on 1 June 2020.