

GENERAL PURCHASING TERMS AND CONDITIONS

of Bioleve Style s.r.o. with its registered office at Lázeňská 184, 507 81 Lázně Bělohrad, ID number: 07717393, entered in the Commercial Register kept by the Regional Court in Hradec Králové, file no. No. C 42959 (hereinafter referred to as "**FILIPA**")

Part I.

Introductory provisions

- 1.1 These General Terms and Conditions of Purchase (hereinafter referred to as the "Purchase Terms and Conditions") regulate the conditions for the creation of purchase contracts, work contracts and / or other contracts for the provision of goods or services concluded between FILIPA acting on the side of the buyer, customer or otherwise designated customer. supplied or the service provided) on the one hand and the seller, contractor or otherwise designated supplier (whose goods or services are the subject of delivery) on the other (hereinafter referred to as the "**Supplier**"), and further regulate the rights and obligations of the parties arising from such concluded contracts (such contracts in a single number, hereinafter referred to as the "**Contract**").
- 1.2 These Purchasing Conditions form an integral part of each Contract concluded either once or in connection with the agreed framework contract between FILIPA and the Supplier. By concluding the Contract (whether by signing separate contracts referring to these Purchasing Conditions, accepting the draft FILIPA Contract, etc.), the Supplier confirms that he has been duly acquainted with these Purchasing Conditions and unconditionally agrees with them. For a specific Contract, these Purchase Conditions are valid in the wording effective as of the date of concluding the given Contract.
- 1.3 The application of any business conditions of the Supplier and / or a third party to the Contract is expressly excluded, unless expressly stated otherwise in these Purchase Conditions; any such business conditions of the Supplier or a third party shall not apply to the relationship established by the Contract (even in addition), even if they are not expressly denied by FILIPA.
- 1.4 The purchase 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 Purchasing Conditions, these deviating arrangements shall take precedence over the wording of the Purchasing Conditions.

Part II.

Commencement or agreement of the contract is called a conclusion

- 2.1 The contractual relationship between FILIPA and the Supplier is governed by the Contract (which also includes these Purchasing Conditions), 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 (order) of FILIPA; in such case, the Contract shall be deemed agreed at the moment when the Supplier confirms the draft FILIPA Contract in any form and / or is maintained according to the draft FILIPA Contract (eg provides or accepts performance according to the draft FILIPA Contract). Acceptance of the draft Contract of FILIPA by any amendments or deviations by the Supplier is a rejection of the draft Contract of FILIPA and is considered a new proposal of the Supplier for the Contract, which must be confirmed again in writing by FILIPA (see next point).
 - (iii) on the basis of a draft Contract (eg offer) of the Supplier; in such a case, the Contract shall be deemed agreed at the moment when FILIPA confirms the draft Contract of the Supplier in writing (it always applies that FILIPA is not obliged to accept the draft Contract of the Supplier). In this connection, the Parties agree that the late acceptance of the Supplier's draft Contract by FILIPA also has the effects of timely acceptance if the Supplier begins to act in accordance with the draft Contract and / or if the Supplier does not immediately notify FILIPA in writing that it considers acceptance to be 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 withdraw any of its draft Contracts (for which no irrevocability is expressed in accordance with 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 Supplier being entitled to any performance or compensation against FILIPA (regardless of its legal nature).
- 2.4 If the Supplier makes an offer based on the FILIPA request, the Supplier is obliged to examine the FILIPA request and all data and requirements arising from it so that it can assess its accuracy, completeness and feasibility and consider and take into account in its offer and all costs that may arise in connection with the delivery of goods or provision of services to FILIPA. By submitting an offer without reservations to the request, the Supplier assumes the risks related to its ability to perform supplies of goods or services at the agreed price and other conditions under the Contract.
- 2.5 The content of the Agreement is determined by the specific text of the Agreement, these Purchase 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 otherwise.

- 2.6 The Parties agree that FILIPA is entitled at any time (at any stage of negotiations) to inform the Supplier that it will not complete the Contract, in respect of which the contracting process has already begun, all, provided that the Supplier is not 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 Purchase 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 Supplier 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 apply in the event that the subject of the Contract is the delivery of goods, ie in particular the Supplier's obligation to hand over the agreed goods to FILIPA, to enable FILIPA to acquire ownership of these goods, and at the same time FILIPA's obligation to take over the goods and pay the agreed price to the Supplier.
- 3.2 The Supplier shall deliver the agreed goods to FILIPA on the parity of the DDP delivery conditions, FILIPA plant at Lázeňská 184, Postal Code 507 81, Lázně Bělohrad, Czech Republic (unless FILIPA specifies another plant in the Czech Republic by the delivery date, in which case plant), according to INCOTERMS 2020, unless another place of delivery is agreed in the Contract. Part of the delivery conditions is the obligation of the Supplier to ensure the unloading of goods from the incoming means of transport at its own expense; the risk of damage to the goods during its unloading is borne by the Supplier. Different provisions of the Contract (incl. Purchase Conditions) take precedence over the INCOTERMS 2020 conditions.
- 3.3 The Supplier is obliged to insure the goods on the way against the usual risks at his own expense.
- 3.4 All deliveries of goods must contain a certificate of origin, quality, movement, declaration of conformity, as well as all other markings and certificates and documents relating to the goods, which are required by law, technical standards or the Contract, in Czech and English, unless otherwise agreed. Each individual delivery must be accompanied by a delivery note, which will be handed over to FILIPA at the latest upon receipt of the goods. The delivery note must meet at least the following requirements: designation of the delivery note and its number, business name, registered office or place of business, ID number and VAT number of the Supplier and FILIPA, contract or order number, exact designation of the subject of performance, delivery date, number of units in the package, number packaging, number and designation of reusable packaging, purchase price, mode of transport, destination of delivery. Documents that do not meet these requirements may be rejected by FILIPA. In the event of non-compliance with these requirements for the delivery note, FILIPA reserves the right not to accept the goods.
- 3.5 The delivery of goods is considered delivered at the moment of confirmation of the delivery note by an authorized representative of FILIPA. By confirming the delivery note (or other proof of delivery of the goods), FILIPA does not confirm the completeness or faultlessness of the delivery of the goods. Confirmation of the delivery note (or other proof of delivery of the goods) by FILIPA (or another person designated by it) does not affect the right of FILIPA to assert any claims for any defects (including obvious) of the delivered goods.
- 3.6 The parties agree that by accepting the goods in the FILIPA packaging it confirms only the number of accepted packages, not the contents of the package or the quantity or composition or quality of the goods in individual packages.
- 3.7 The Supplier is obliged to pack the goods at its own expense before delivery in the manner agreed in the Contract, or in the usual way, corresponding to the agreed method of delivery, so that during its loading / unloading, transport, handling and storage is protected from damage and destruction. The supplier is obliged to mark the goods according to the requirements of FILIPA (including to ensure the traceability of the delivery). The Supplier shall be liable to FILIPA for damages caused by the destruction and / or damage of the delivered goods (or any part thereof) due to non-compliance with the above conditions agreed for the packaging of the goods.
- 3.8 All packaging is non-returnable and ownership of it is transferred to FILIPA together with the goods, unless otherwise stipulated in the Contract. If the packaging is agreed as returnable according to the Contract, the Supplier is obliged to state the possible price of the packaging separately (as a separate item). Unless otherwise agreed, the Supplier shall be obliged to return (pay) to FILIPA the full price of the returnable packaging (without any depreciation), within 15 days of its return, but no later than three months from the date FILIPA received the returnable packaging (regardless of the fact whether they took over the returnable packaging from the Supplier from FILIPA within this period).

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 the obligation of the Supplier to perform the work or service properly and on time (hereinafter collectively referred to as "service" or "services"), FILIPA to take over the performed service and pay the agreed price to the Supplier for it.
- 4.2 The Supplier performs the agreed services in its own name at its own expense, at its own risk, in a manner, to the extent, in quality and under the conditions agreed in the Contract. Services may be performed by a third party (subcontractor) only with the prior consent of FILIP. In the case of subcontracting the service, the Supplier is responsible for performing the service as if he were performing the service themselves.
- 4.3 The Supplier is obliged to provide all tools, devices, equipment, materials necessary for the performance of the agreed services, including transport to the place of provision of services, at its own expense, unless expressly agreed otherwise in the Contract.
- 4.4 The Supplier undertakes to provide services in accordance with the Contract properly, with the exercise of professional care and in accordance with applicable legal regulations and relevant technical standards.
- 4.5 The Service is deemed to have been provided (performed) at the moment of confirmation of the protocol (or other document / statement) on the provision of the service by the authorized representative of FILIP. By confirming the protocol (or other document on the provision of the service of goods), FILIPA does not confirm the completeness or completeness of the provided service. Confirmation of the protocol (or other document on the provision of the service) by FILIPA (or another person designated by it) does not affect the right of FILIPA to assert any claims for any defects (including obvious) of the provided service.
- 4.6 Any activities and supplies beyond the scope of services agreed in the Contract (additional work) may be performed only with the prior written consent of FILIP. The parties agree that the scope and price of any additional work must be expressly agreed to in writing by FILIPA prior to their execution (ie not merely by fiction); without such prior agreement, the Supplier shall not be entitled to the payment of the price of additional work or the right to any other compensation for their execution (whatever such compensation would be of a legal nature); performed additional work, not approved by FILIPA according to the above, is considered part of the service agreed in the Contract and performed within the price for this service.
- 4.7 Unless otherwise agreed in the Contract, the place of performance of the service is the FILIPA plant at the address: Lázeňská 184, postal code 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 The Supplier acknowledges the extraordinary interest of FILIPA in the timely and perfect fulfillment of the Supplier's obligations under the Contract.
- 5.3 The Supplier 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, and if the term (or term) is not agreed in the Contract, then within the period no later than 5 days from the conclusion of the given Contract. If the date (ie not the deadline) of delivery of goods is agreed in the Contract, resp. performance of the service, early performance is not permitted - FILIPA is not obliged to accept such early performance. The date of acceptance of the performance by FILIPA (signature of the delivery note and / or the protocol on the provision of the service by FILIPA) is decisive for the assessment of the timeliness of the performance. In the event of the Supplier's delay in fulfilling its obligation under the first sentence of this article, the Supplier shall be obliged to pay FILIPA a contractual penalty of 0.5% of the total price of all performance agreed in the Contract (which agreed the performance to which the delay) for each day. delay; FILIPA's right to compensation for any damage (including damages and non-pecuniary damage) is not affected in any way.
- 5.4 The Supplier is obliged to deliver (cover) the quantity agreed by the Contract in the range of 100%. Quantitative deviations are not allowed. Partial performances are not permitted unless expressly agreed otherwise; FILIPA is not obliged to accept such partial performances.
- 5.5 In the event that the Supplier is unable for any reason to deliver to FILIPA the performance agreed in the Contract in the agreed quantity, quality and / or deadline (or deadline), the company shall notify the company immediately after such a finding. FILIPA; the Supplier's liability for damage (including damages and non-property damage) is not affected.
 - 5.6 If there is a delay on the part of the Supplier with the agreed performance (delivery of goods and / or provision of services) and / or non-compliance with the agreed specification or quality and / or any other breach of the Contract, FILIPA is entitled without prior notice of remedy from the Contract (or, according to the choice of FILIP, from its part in the scope of non-provided performance) to withdraw without further notice (regardless of the nature of the delay). In the event of withdrawal from the Contract as a whole, the already provided performance will be returned (if it is possible due to the nature of the matter) at the expense of the Supplier; the Supplier's obligation to return the performance provided by FILIPA is not affected in any way.

- 5.7 The contractually agreed performance (delivery of goods and / or provision of services) must be performed exclusively in first-class quality and must comply with the required (Contractually agreed) specifications and quality, technical and acceptance conditions and all legal and technical requirements for the delivered goods and / or service , which are set by generally binding legal regulations, technical regulations and standards (relating to the delivered goods / provided services), including non - binding technical standards (the parties agree on the binding nature of such technical standards). The supplier must fulfill all obligations arising from the quality evaluation system according to the communicated requirements of FILIPA. The Supplier is not obliged to take over the performance that is defective (regardless of the nature of any defect, ie in particular whether the defect is minor or not).
- 5.8 If it is to be filled according to a sample, the Supplier is obliged to fill with the properties of such a sample. All sampling costs are borne by the Supplier. The Supplier is obliged to first discuss with FILIPA any technical, technological or other change in performance (compared to the submitted sample) and to agree on such changes in writing.
- 5.9 Small quantities of performances released in the pre-series, initial and / or sampling phase will be performed at the Supplier's expense.
- 5.10 In the event of non-compliance with the requirements (especially qualitative) for performance under the Contract, FILIPA is entitled (in addition to other rights agreed in the Contract and / or arising from these Purchasing Conditions and / or the law) at the Supplier's expense to perform performance (delivered goods and / or services) and / or eliminate any defects in performance (incl. implementation of related measures to eliminate defects) and / or perform these activities at the expense of the Supplier through third parties (incl. posting and placement of FILIPA employees or third parties on the Supplier's premises or other place).
- 5.11 If, under the Contract, the Supplier is to provide recurring performance and unless such Contract expressly states that the volumes of goods and / or services to be taken by FILIPA (eg on the basis of appeals) are binding, such Contract shall not establish FILIPA an obligation to withdraw all volumes (quantities) of goods and / or services specified in the Contract. FILIPA is entitled, in connection with the request of its customer (customer means a third party who will further supply or provide FILIPA goods and / or services supplied by the Supplier under the Contract, either in unaltered form or incorporated into another product or activity), unilaterally reduce or increase the volumes (quantities) of goods and / or services supplied under the Contract, and the Supplier shall be obliged to reduce or increase the volumes (quantities) of goods and / or services supplied under such changes. In the event of the customer's decision to stop or interrupt production, for which the delivery of goods and / or services under the Contract is necessary, FILIPA has the right to terminate all deliveries under the Contract and / or withdrawal or termination of the Contract with effect from the date of delivery of withdrawal or termination. without the Supplier arising from such termination of supplies (goods and / or services) and / or the Contract any claim against FILIPA (including the right to compensation for any damage or other harm). The supplier is obliged to maintain its production capacity and ensure the organization of production so that it can respond to changes under this article. Each party shall bear its own costs arising from the circumstances (and any changes thereto) under this article.
- 5.12 FILIPA reserves the right to change the technical specifications of the delivered goods and / or provided services according to the Contract at any time (especially in relation to the customer's requirements) and the Supplier undertakes to acknowledge and implement such changes without undue delay. If such changes affect the costs (price), preparation time or quality of deliveries of goods and / or services, the Supplier shall without undue delay send to FILIPA a technical and price offer (proposal for an amendment to the Contract) taking into account such changes and FILIPA will be entitled at its discretion to accept such a technical and price offer (proposal for an amendment to the Contract). If the parties do not agree on such an amendment to the Contract and / or if the Supplier fails to fulfill its obligations arising from the first and second sentences of this Article, FILIPA will be entitled to (i) have the changes made by another entity; in such case, the Supplier agrees to provide all drawings, technical data, other documentation and cooperation necessary for the implementation of such changes, by reducing the Supplier's unrealized deliveries under the Contract (including the price), or (ii) withdraw from the Contract (or , at the option of FILIP, from its part in the scope of undelivered goods and / or services) with effect from the date of delivery of the withdrawal
The Supplier, without the materials 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 compensation for any damage).
- 5.13 The Supplier may not 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) without the prior written consent of FILIPA.
- 5.14 The Supplier is obliged (regardless of any knowledge of FILIPA) (i) to provide FILIPA with all information and recommendations concerning the suitability of the delivered goods and / or services with regard to the tender documentation (technical specification) and / or intended use, (ii) provide FILIP with all relevant information and warnings in relation to the type and composition of the goods and / or services supplied (including risk warnings, including in relation to health, safety and the environment), (iii) provide FILIP with all information and instructions necessary for transport, appropriate storage and use of the delivered goods and / or services, (iv) inform FILIPA without delay of any risk of deterioration or other defect in the supply of goods and / or services that FILIPA should be aware of, especially if such deterioration or other the defect could

- endanger the safety of property or persons and / or could lead to a decrease in FILIPA's customers and / or could cause other damage to FILIPA.
- 5.15 If the Supplier carries out any activity on the premises of FILIPA, the Supplier 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 may be carried out (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 Supplier 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 Supplier shall immediately provide a document proving the fulfillment of the conditions pursuant to this Article. In the event that the Supplier fails to act in accordance with the conditions specified in this Article, FILIPA has the right to prevent access of the Supplier and / or its employees, associates, contractual partners and persons acting on its behalf to the FILIPA premises.
- 5.16 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 suppliers, unless such exclusivity is clearly stated in the Contract expressly agreed in writing (other than written form in the narrower sense is excluded).
- 5.17 By concluding the Contract, the Supplier 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.
- 5.18 The Supplier is obliged to have, at its own expense, liability insurance for all types of damage (to life, health and property and other rights) caused by FILIPA and / or third parties in connection with the operation of the Supplier, for the entire duration of the Contract, an amount of at least CZK 1,000,000.00. No later than five (5) days from the date of concluding the Contract, the Supplier shall submit to FILIPA a copy of the relevant insurance contract or confirmation (certificate) of the relevant insurance company on the valid scope of insurance according to the previous sentence.
- 5.19 By concluding the Contract, the Supplier confirms that the contractual relations between him and his employees who participate in activities related to the supply of goods and / or services under the Contract are concluded in accordance with relevant generally binding legal regulations, especially the Labor Code by Act No. 262. / 2006 Coll., Labor Code. If the service provided is agency employment, the Supplier is obliged to ensure equal treatment of employees; the Supplier is responsible for meeting the conditions of equal treatment.
- 5.20 The Supplier is obliged to avoid all forms of unethical business in activities related to the delivery of goods or the provision of services under the Contract.
- 5.21 The Supplier undertakes to ensure that the performance agreed upon by the Contract or the subject of such performance will not have any legal deficiencies (nor will it infringe the rights of persons by intellectual property) and that the performance or performance of the Contract will not infringe any copyright, patent, industrial or other rights of persons. (reputation rights); The Supplier is fully responsible for any possible violation of the rights of persons, and at the same time is obliged to compensate FILIPA and the persons concerned (whose rights it has violated) for any possible damages (including damages and non-pecuniary damage) and costs arising as a result of such violation.
- 5.22 The Supplier is obliged to comply with all generally binding legal regulations (incl. Standards in the field of occupational health and safety, fire safety, protection of human health and the environment). The Supplier is obliged to act in such a way that there is no unauthorized interference with the ownership or other rights (incl. Goodwill) of FILIPA, contractual partners (incl. Customers) of FILIPA, or third parties, damage to the property of FILIPA, contractual partners (including customers) of FILIPA or third parties, human health or the environment; The Supplier is fully liable for all damages (incl. Damages and non-property damages) caused by violation of the above, as well as arising as a result of performance of the Contract (incl. Handling any complaints), as well as those caused by possible defects (and their consequence) (those warranty).
- 5.23 In the event of a breach of any obligation or liability of the Supplier under the Contract and / or these Purchase Conditions, FILIPA shall acquire, in addition to other rights agreed in the Contract and / or arising from these Purchase Conditions and / or the law (especially sanctions and claims for damages). unfulfilled obligation or obligation itself or through a third party, at the expense of the Supplier.
- 5.24 The Parties agree that if the result of the Supplier's performance under the Contract or any elements arising in connection with the performance of the Contract (eg drawings, studies, software, source codes, etc.) fall under the protection of intellectual property rights, it is considered part of the Supplier's performance under the Contract. Contracts and the provision of all necessary licenses and other authorizations necessary for FILIPA to be able to use these performance results and other elements falling under the protection of intellectual property rights indefinitely and exclusively, incl. the right to intervene in them without restriction, modify, incorporate, provide other sub-licenses, etc. The price for these rights is already included in the price for the performance provided under the Contract.

Part VI.

Acquisition of ownership, transfer of risk of damage, compensation for damage, contractual penalties

- 6.1 Ownership of the performance agreed upon in the Contract passes to FILIPA at the moment of the actual performance of the performance - ie the moment when the goods and / or service are actually provided to FILIPA. The risk of damage to the goods passes to FILIPA at the moment of actual acceptance of the delivered goods by FILIPA.
- 6.2 The risk of damage to the subject of the provided services passes to FILIPA at the moment of signing the protocol (or other document / statement) on the provision of the service by an authorized representative of FILIPA.
- 6.3 The Parties agree that in connection with compensation FILIPA is liable to the Supplier only for any actual damage (the Supplier'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 Supplier's right to compensation for actual damage exceeding the specified limit is hereby excluded.
- 6.4 The Parties agree that FILIPA is obliged to pay the Supplier any contractual penalty possibly agreed in the Contract only if the breach of the 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 Supplier 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 Supplier's right to payment of a contractual penalty exceeding this limit does not arise.

Part VII.

Price and payment terms

- 7.1 By signing the Contract, the Supplier confirms that it has requested from FILIPA in advance all information necessary to determine the price of the goods or services.
- 7.2 The price of goods or services must always be agreed in writing in advance by FILIPA. The agreed price of the goods and / or services is always fixed and highest. This price will not be affected by inflation, devaluation, exchange rate changes, wage increases, changes in the prices of materials, labor, energy, media, as well as other similar facts, unless the parties expressly agree otherwise in writing. The price agreed in the Contract includes all costs of the Supplier associated with the delivery of goods and / or the provision of services, as well as the calculated profit of the Supplier.
- 7.3 The price for the delivered goods or the provided service will be paid by FILIPA on the basis of a duly issued tax document (invoice) of the Supplier. Unless otherwise agreed by the parties, the Supplier is entitled to payment of the price for the delivered goods and / or provided service at the earliest at the moment when the delivered goods or provided service is taken over by FILIPA on the basis of delivery note (or other proof of delivery of goods and / or provision) services, eg handover protocol) signed and / or otherwise confirmed by FILIPA. Invoices will be issued and sent by the Supplier electronically. The maturity of individual invoices is at least 30 days from the date of its delivery to FILIPA, unless the invoice indicates a longer maturity.
- 7.4 In addition to the legal requirements of the tax document, each invoice of the Supplier must also contain at least: the invoice designation, the Contract number, a precisely described invoiced subject of performance under the Contract, corresponding to one delivery note (or other proof of delivery and / or service), delivery date and / or the provision of the service, the designation of the delivery note (or other proof of delivery of goods and / or the provision of the service), the identification of the Supplier's bank account, mode of transport and place of delivery, and must be accompanied by a delivery note (or other proof of delivery of goods and / or provision of the service, eg handover protocol) signed or otherwise confirmed by FILIPA. If the Supplier is a tax entity of the Czech Republic, which is also a VAT payer, it is obliged to state on all invoices as a bank account for the payment of the invoiced amount only its bank account, which is published by the tax administrator in a manner enabling remote access. An invoice not containing the above-mentioned requisites or attachments is not considered to have been duly issued and FILIPA is entitled to return it; in that case, the due date shall run again from the date of delivery of the duly issued invoice.
- 7.5 The Supplier is not entitled, without the prior written consent of FILIPA, to assign any possible receivables from FILIPA arising from the Contract or in connection with any third party, nor to pledge (ie make them the subject of a lien) or unilaterally set off against FILIPA's receivables from the Supplier. Any assignment, suspension or unilateral set-off of the Supplier's receivables from FILIPA without the prior written consent of FILIPA is considered invalid.
- 7.6 In the event of FILIPA's delay in paying any monetary obligation under the Contract, the Supplier is entitled to charge FILIPA only contractual default interest in the amount of 0.02% of the amount due for each day of delay; such default interest represents (and includes) full compensation for any damage (including damages) incurred by or in connection with the Supplier, and the Supplier is therefore not entitled to compensation for any other damage (or damages) or any other compensation (regardless of its legal nature).

Part VIII.

Liability for defects, warranty

- 8.1 The Supplier is responsible to FILIPA for the fact that the performance agreed by the Contract (delivery of goods and / or provision of services) and the subject of such performance will correspond to the Contract and these Purchasing at the moment of its performance (delivery of goods and / or performance of the service) and for the agreed warranty period. conditions (ie it will have the characteristics, especially in terms of the quality of performance, stipulated by the Contract and these Purchase Conditions); if a separate quality contract is concluded between the parties, the performance and the subject of performance must also comply with the requirements arising from such a contract. The Supplier is also liable to FILIPA for the fact that the performance agreed by the Contract and the subject of such performance will be usable for the agreed purpose (or usual purpose if the purpose is not agreed or does not follow from the Contract) and for the fact that they are complete. and without legal or other defects. The Supplier is liable for defects that the performance agreed upon in the Contract and the subject of such performance at the time of its performance (delivery of goods and / or performance of the service), as well as for defects that arise and / or manifest themselves during the warranty period.
- 8.2 Unless expressly agreed otherwise in the Contract, the Supplier shall provide FILIPA with a guarantee for the performance agreed upon in the Contract and the subject of such performance (delivered goods and / or provided service) for a period of at least 24 months; however, if FILIPA provides its customer (for the definition of this term, see above) a longer warranty period, this longer warranty period shall apply with regard to the performance agreed upon in the Contract and the subject of such performance. The warranty period begins to run from the date of delivery and acceptance of the performance and the subject of performance. The warranty period is automatically extended by the time from the claim (ie the claim for a defect covered by the warranty) by FILIPA to the Supplier until the proper settlement of the claim - ie satisfaction of FILIPA's chosen right from defective performance (in case of request to eliminate the defect). actual elimination of the defect).
- 8.3 Defects, incl. of those covered by the warranty, FILIPA is entitled to notify the Supplier (ie make a complaint) at any time until the end of the warranty period, regardless of when it detects defects or should have detected them; this also applies to obvious, quantitative and hidden defects. FILIPA is entitled to choose any claim for defective performance under the Civil Code for the claimed defect, regardless of whether the claimed defect (or its occurrence) is a material or insignificant breach of the Agreement. FILIPA is entitled to choose the claim for liability for defects when making a complaint or at any time thereafter; FILIPA is entitled to change the selected claim from liability for defects if the claim has not yet been settled by the Supplier according to the previous option. Defective situation can be claimed until the last day of the warranty period.
- 8.4 The Supplier is obliged to satisfy the right (or rights) of liability for defects exercised by FILIPA in the shortest technically possible period, taking into account the nature of the defect, but no later than within 3 days of the complaint. In the event of the Supplier's delay in fulfilling this obligation, the Supplier shall be obliged to pay FILIPA a contractual penalty in the amount of 0.5% of the total price of all performance agreed in the Contract (which agreed the performance to which the complaint relates) for each day of delay; FILIPA's claim for compensation for any damage (incl. damage and non-pecuniary damage) is not affected in any way. FILIPA is also entitled to withhold any payment against the Supplier until the right (or rights) asserted by FILIPA for liability for defects has been satisfied.
- 8.5 The Supplier shall be liable to FILIPA for all damage (incl. Damage and non-property damage) caused to FILIPA by defective performance and as a result of defects (incl. Warranty). In addition, FILIPA has the right (also in addition to other rights agreed in the Contract and / or arising from these conditions and / or by law) to demand from the Supplier compensation for all costs incurred by FILIPA in connection with the exercise of the right from defective performance (incl. warranty defects).

Part IX.

Contract termination

- 9.1. Notwithstanding other provisions of the Purchasing 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 Supplier (ie without notice) or to withdraw from the Contract if:
- i) insolvency proceedings have been initiated against the Supplier and / or the Supplier is in bankruptcy; or
 - ii) The Supplier has entered into liquidation; or
 - iii) execution proceedings have been initiated against the Supplier as obligated; or
 - iv) the Supplier has not fulfilled and / or does not fulfill any other obligation or obligation under the Contract (incl. Purchasing Conditions) and will not remedy even on the written notice of FILIPA within the period specified by FILIPA in the notice (this period shall not be less than 3 days), the Supplier commits the infringement 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 a notice period of two months starting on the day following the day the notice was delivered to the Supplier.
- 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 Contract, as well as all information that the Supplier has learned and / or learns in connection with its negotiation, change or performance (especially about the know-how and trade secrets of FILIPA), the Supplier 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 Supplier is obliged to (i) refrain from using the Confidential Information for purposes other than the purposes of the Contract 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 Supplier to confidentiality to the same extent as himself or is bound by a legal duty of confidentiality. Even after the termination (performance) of the Contract, the Supplier is obliged to keep the Confidential Information confidential until such time as it becomes generally known other than by breach of confidentiality or the Supplier ceases to keep it 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 Purchase Conditions come into force and effect on 1 June 2020.