



General Terms and Conditions of Sales - HEXONIC CZ s.r.o.

I. DEFINITIONS

1. GTCS - these General Terms and Conditions of Sales,

constituting general conditions of the contract.

2. HEXONIC - HEXONIC CZ s.ro., limited liability company seated at Hostivice 253 01, Prague West, Prumyslova 2479, registered in the Register of Entrepreneurs kept by the City Court Prague Register under the number C 5383, with the tax identification number CZ25148770.

3. Buyer - a buyer to whom HEXONIC delivers goods or services, being an entrepreneur, obliged to fulfill the obligations to HEXONIC arising from agreement between the parties, in particular to pay remuneration;

4. Agreement or Agreements - all sales contracts by HEXONIC of goods or services to the Buyer.

5. Parties - a joint determination of HEXONIC and the Buyer.

II. GENERAL PROVISIONS

1. These General Terms and Conditions of Sales (GTCS) apply to every Order, as well as in all commercial relations of HEXONIC with the Buyers; these GTCS are made available to the Buyers at www.hexonic.com and / or when submitting offers by HEXONIC. Conclusion of the Agreement by the Buyer or sending by the Buyer to the HEXONIC of the Order shall be constitute the acceptance of these GTCS in its entirety by the Buyer.

2. These GTCS are an integral part of every price offer, offer submitted by HEXONIC and Agreements concluded by HEXONIC and take precedence over the conditions of purchase of the Buyer.

3. These GTCS cannot be changed, replaced or supplemented without the prior written consent of HEXONIC otherwise shall be null and void. Also, the exclusion of the application of these GTCS in relation to a given Agreement or the Buyer may take place only in the manner described in the preceding sentence. If the Buyer applies other general terms of contracts, contradictory or supplementary GTCS, they will not apply to any of the Agreements concluded by HEXONIC. All such contractual patterns used by the Buyer are not accepted by HEXONIC, unless the written representative of HEXONIC expressly agrees to their validity, however, such consent must be in writing otherwise shall be null and void. Lack of such acceptance means that these GTCS apply in relations between the Parties. In order to remove any doubts, the delivery or performance of the service by HEXONIC to the Buyer or their acceptance by the Buyer is not an acceptance of HEXONIC for any general terms and conditions applied by the Buyer or any amendments to these GTCS proposed by such Buyer.

4. If the Parties remain in permanent trade relations, the acceptance of GTCS by the Buyer for one Agreement shall be deemed as acceptance thereof for subsequent agreements concluded by that Buyer with HEXONIC.

5. In the absence of a different HEXONIC statement in writing, all arrangements of the Parties in the implementation of the concluded Agreement, as well as any additional arrangements, changes, termination, suspension or withdrawal from such Agreement shall be made in writing, otherwise shall be null and void.

III. OFFER AND CONCLUSION OF THE AGREEMENT

1. The Agreement is concluded by HEXONIC with the Buyer only on the terms set out in this point III.

2. The information published on the HEXONIC website, in catalogs, brochures, leaflets, advertisements and other publications or printed publications of HEXONIC (hereinafter referred to as "Publications") does not constitute the binding offer, even if it has a price, unless explicitly stated in them differently. Publications on goods and services offered by HEXONIC are for information purposes only, while the samples and samples issued by HEXONIC are for illustrative purposes only. Detailed technical data contained in the Publications may change at any time. 3. The Buyer may submit inquiries in a written, electronic or telephone form. The inquiry must include the Buyer's details and other requirements that would form an integral part of the Agreement. Information, pricing or initial offers obtained this way from HEXONIC do not constitute a binding offer of the informative nature.

4. In order to conclude the Agreement, the Buyer shall deliver the order to HEXONIC, based on the conditions included in the invitation to submit bids or based on information contained in the Publications ("Order"). The Order may be submitted in written or electronic form, or by using B2B Wakintral intrface. The order represents a binding purchase request of the buyer.

5. By submitting the Order, the Buyer is obliged to provide all information and documentation specifying the subject of the Order, precisely indicating the technical requirements of the subject of the Order, including any required standards and approvals. All responsibility for the correctness of data and information provided in this respect lies with the Buyer. The Buyer declares that he has the full right enabling him to transfer the documentation to HEXONIC in relation to the Order placed, and that he makes it available to HEXONIC free of charge and at his own expense and risk. In the absence of HEXONIC's different written assurances, HEXONIC is not responsible for the suitability of the goods or services it offers for a specific purpose or use, nor is it responsible for their compliance with the requirements or needs of the Buyer.

6. A condition for the effective conclusion of the Agreement may be the fulfillment of other conditions specified by HEXONIC Buyer in response to the Order (such as, in particular, advance payment, acceptance of factoring, verification of the credit limit or a bank guarantee within a specified period).

7. HEXONIC accepts the Order and confirms its terms only in writing or electronically by means of a declaration of an authorized representative of HEXONIC. The Order acceptance cannot take place implicitly or by a lack of response to the Order, also if the Parties remain in permanent business relations with each other .

8. The moment of conclusion of the Agreement, subject to point III.6 above, is the moment when HEXONIC sends to the Buyer a confirmation of order acceptance - a statement confirming or irrelevantly modifying the terms of the Order - signed or sent by an authorized representative of HEXONIC, hereinafter: "Order confirmation".

9. The Buyer is not entitled to a claim for the conclusion of the Agreement or any claim for damages if the Agreement is not concluded for any reason. In case of doubt, it is considered that HEXONIC's liability in this respect is excluded in the broadest scope permitted by law.

10. Placing an Order by the Contractor shall not be deemed as reservation by HEXONIC of any materials or equipment for its realization or delivery dates.

11. The Buyer acknowledges that the submission of Confirmation by HEXONIC is limited by the content of these GTCS, in particular HEXONIC shall not be bound by any provisions that are inconsistent or supplementary to these GTCS, which the Buyer might indicate in any statement provided to HEXONIC, in particular in the Order.

12. Any change to the GTCS, including the supplementation or replacement of any of the provisions of the GTCS requires for its effectiveness a previous HEXONIC statement made in writing otherwise shall be null and void.

13. The Buyer is obliged to clearly indicate the Confirmation number given by HEXONIC in any communication with HEXONIC. Otherwise, HEXONIC will not be liable for any related misunderstandings or delays.

14. Any information provided to the Buyer by HEXONIC in response to the Order or Confirmation, including written documentation, drawings, cost estimate, content or form of the offer or correspondence cannot be made available in any manner and at any time to third parties (except for certification processes of third parties, banking institutions and insurance companies financing the contract) and may apply only to the specific Agreement, unless HEXONIC stipulates otherwise in writing.

IV. PRICE AND TERMS OF PAYMENT

1. The only binding price is the price stated in the HEXONIC confirmation. In the event that different information is not explicitly stated in the Confirmation, this is the net price in EUR or CZK, determined on the basis of Incoterms 2010. The price of the product may be supplemented by an additional item for transport and unloading costs other than HEXONIC standard packaging and handling. The price never includes insurance and all public charges including VAT and customs and other fees (hereinafter referred to as the "Price"). Transport and unloading costs, packaging other than the standard by HEXONIC, insurance and any public and legal liabilities, including VAT and customs duties and other similar fees will be added to the Sales Price, if the Order, Contract or in accordance with generally applicable law HEXONIC is obliged to pay or collect them, and the Buyer is obliged to settle them together with the Price.

2. Unless the Parties agree otherwise, HEXONIC shall be entitled to issue a VAT invoice to the Buyer for the Price increased by public costs or charges according to prices or rates applicable on the day of delivery or expiry of the period for receipt of goods, in accordance with the Incoterms agreed by the Parties.

3. Unless otherwise indicated in the Confirmation or on the invoice issued, upon receipt of the goods or their part (lot of goods) covered by the Agreement or the expiry of the period for its receipt or service receipt, HEXONIC is entitled to demand payment of the Price specified on the invoice. The day of crediting the HEXONIC bank account will be considered as the day of payment.

4. All costs related to the payment shall be covered the Buyer and cannot be deducted from the amount paid.

5. HEXONIC has the right to transfer its rights or due arising from the Agreement to third parties (factoring company) without the additional consent of the Buyer. Hexonic ca irrevocably announce to the Customer that the Receivable including accessories under this invoice will be assigned to ČSOB Factoring, a.s., ID 45 79 42 78 Výmolova 353/3, Radlice, 150 26 Prague 5. Therefore the payment has to be transferred exclusively to the account of ČSOB Factoring, a.s., Account No. CZ23 0300 1000 2808 0006 0853, SWIFT: CEKO CZ PP with Československá Obchodní Banka a.s. The Debt of the Customer under this invoice shall only be extinguished by its payment to ČSOB Factoring, a.s.

6. If HEXONIC becomes aware of any deterioration of the financial situation of the Buyer or of circumstances unknown to HEXONIC at the time of acceptance of the Order and which may result in the Agreement being or might be endangered, HEXONIC is entitled - at its sole discretion - to withdraw from the Agreement in whole or in part and to recover from the Buyer any related costs, damage and lost profits, as well as unilaterally changing the terms of payment, in particular by demanding payment in advance or suspending the performance of the Contract until additional conditions are met.

7. In the event of non-payment or late payment by the Buyer, in addition to the main receivables, HEXONIC will be entitled to demand payment of penalty interest of 0.5% per day, without additional requests, and to demand reimbursement of any incurred court, enforcement and legal representation costs, as well as, in addition, to claim the recovery costs in the amount of 15% of the amount of debt collected.

8. If the Buyer becomes is delayed with payments to HEXONIC, the payment made by the Buyer will be credited in the first place to the costs mentioned in point IV.7 above, then interest on the delay and then the earliest due date, regardless of whether the Buyer has stated, what payment he makes, even if the costs, interest and receivables result from more than one invoice. . If the goods have been issued, the deadline for picking up the goods has passed or the service has already been performed and the buyer is in arrears with the payment of the entire Price to HEXONIC in accordance with one of the invoices with VAT issued, HEXONIC will be entitled to request the buyer to immediately pay the amounts due from all other VAT invoices issued to the buyer, also on the basis of separate contracts, regardless of the separate payment dates reserved for them. Until the payment of overdue invoices, all deliveries will be stopped and the buyer will be charged a storage fee of 0.5% of the price of uncollected goods per day.

9. Regardless of rights indicated above, if the goods were issued, the deadline for collecting the goods has passed or the service has already been performed and the Buyer is in delay of the payment to HEXONIC of the full Price in accordance with any of the issued VAT invoices, HEXONIC will be entitled to call the Buyer for immediate payment of amounts due arising from all other VAT invoices issued to the Buyer, also under separate Agreements, irrespective of the separate payment dates reserved for them.

10. The Buyer is not entitled to transfer to any third party any of its rights or obligations under this Agreement without the prior written consent of HEXONIC.

11. The Buyer may not deduct its receivables due to HEXONIC, unless the claim is established by a valid court decision or HEXONIC has expressly recognized it in writing, in accordance with HEXONIC representation rules.

V. DELIVERY

1. HEXONIC is obliged to perform the service on time and under the conditions specified in the Confirmation, and each deviation from it requires a written acceptance of a properly authorized representative of HEXONIC.

2. In the absence of other written provisions of the Contract or in the event that no date is indicated on the Order, the HEXONIC service should be fulfilled according to the standard production terms (listed in the Cairo portal- (<https://cairo.hexonic.com>), namely days from the date of sending the Confirmation.

3. In the event of the existence of contradictory written provisions or in the event that the buyer does not confirm the Notification Letter for CSOB factoring HEXONIC may refuse to deliver the goods.

4. All deadlines for the implementation of the agreement by HEXONIC are deadlines that may change with respect to third-party services, such as customs procedures and transport services. The confirmation only states the expected date of realization of the production of the product and is not bound by it, unless otherwise stated in the concluded Agreement. HEXONIC may also suspend or postpone the performance of the given Contract if the Buyer does not fulfill all obligations arising from the Contract, the Confirmation or these GTCS in due time.

5. HEXONIC has the right to ask the Buyer questions regarding the manner of the Agreement realization, at any time, and the Buyer is obliged to respond to them promptly, but not later than within two days of receiving such an inquiry. HEXONIC will be entitled to suspend the realization of the Agreement until the Buyer's response and withdraw from the Agreement in whole or in part or to amend the terms of the Agreement, in particular to increase the Price, if the Buyer includes in its response the necessity for HEXONIC to meet any additional requirements

6. HEXONIC production plans are based on assumption of timely payment or fulfillment of additional conditions by the Buyer. If the Buyer is unable to keep them, regardless of the reason, he must immediately inform HEXONIC in writing of this circumstance and the next possible date for their implementation. HEXONIC has the right to suspend the realization of the Agreement and extend the term for realization by the number of working days, which corresponds to the number of days of the Buyer's delay.

7. In principle, partial deliveries are allowed if, in the opinion of HEXONIC, the nature of the Agreement supports this, unless the Parties agree otherwise in writing. In such a case, HEXONIC will notify the Buyer of the value of partial deliveries and the quantity of goods or services provided and indicate the expected date of delivery and will be entitled to issue partial VAT invoices and the Buyer shall be obliged to pay them.

8. The Buyer is obliged to inform the HEXONIC in advance about all public law norms, legal provisions and requirements, failure to comply with which may threaten the realization of the Agreement or which should be respected in connection with the HEXONIC service, under the pain of the Buyer's obligation to repair the damage resulting from HEXONIC failure to comply with these provisions.

9. Delivery and return of the delivery takes place at the risk and expense of the Buyer, unless the Parties expressly agree otherwise in writing.

10. The Buyer bears the risk and is responsible in particular for the delay in reception of the subject of delivery by the transport company or forwarder, including also the situation when the Buyer has concluded a transport contract with such company or forwarder.

11. The Buyer is responsible for the careful and correct unloading of the goods on their delivery and their loading in case of return. Activities in this scope are carried out at the expense of the Buyer, also in the event that they are executed by HEXONIC or a third party whose activities have been commissioned by either of the Parties.

12. The Buyer assumes the risk of damage to the goods, regardless of its cause, from the moment of the goods are made available for the Buyer for loading at the factory of HEXONIC.

VI. RECEPTION

1. The Buyer shall be obliged to check the conformity of goods or provision of services in accordance with the description and specification provided for in the Order and on the terms specified in the Agreement.

2. Signing the acceptance or delivery of the subject of the Agreement by the Buyer confirms the fact of delivery and determines the Buyer's verification of goods and services in terms of compliance with the Agreement, physical defects possible to determine as a result of external inspection, and confirms the Buyer's acceptance of the deliveries concerning their conformity with the Agreement, the Order and the documentation attached to it.

3. In the event of any incompliance of HEXONIC delivery with the Agreement, the Buyer shall only be entitled to file the complaint based warranty conditions in accordance with the relevant provisions of these GTCS, General Warranty Terms and the Agreement. In particular, the Buyer is not entitled to request a price reduction, substitute performance at the cost of HEXONIC, calculation of contractual penalties or withdrawal from the Agreement in any scope.

4. Complaints regarding quality or quantity of delivery or delivery package are considered to have been filed on time, if they were submitted in writing within 3 working days from the date of preparation of the goods receipt protocol.

5. Failure to submit a complaint within the prescribed time limits or signing a protocol of receipt of the delivered goods or services shall result in the Buyer losing the right to claim damages due complaints specified in clause 4.

6. HEXONIC has the right to condition / suspend the execution of the claims of the Buyer due to the complaint until the settlement by him of any overdue amounts due to HEXONIC.

VII. OWNERSHIP RETENTION

1. HEXONIC retains the ownership of the goods delivered under the Agreement until the receipt of full payment in accordance with the Confirmation, GTCS and Agreement.

2. If, for any reason, the buyer does not pay the price by the due date, HEXONIC is entitled to demand from the buyer the return of the delivered goods for which the buyer has not paid the amount owed, in whole or in part. In such a case, HEXONIC reserves the right to demand compensation from the buyer if the value of the delivered goods has decreased in relation to its price, in particular as a result of its use or damage. HEXONIC is entitled to charge the buyer an amount of 10% of the price of the returned goods as a handling fee, or if the goods were returned in their original undamaged packaging, if they were returned unpacked or with damaged packaging, the handling fee will be 15% if the goods were without packaging or the amount of the handling fee used is 30%. If the goods were manufactured to the individual order of the buyer, HEXONIC will demand an amount equal to all costs incurred by HEXONIC to implement the contract or part of it in proportion to the returned goods.

3. Any risk of damage or accidental loss of goods by the Buyer from the time of their dispatch to obtaining the right of ownership by the Buyer rests with the Buyer. HEXONIC may request the Buyer to insure, at his expense, the goods remaining HEXONIC's property and send a copy of the concluded insurance policy to HEXONIC.

4. Possession of the goods by the Buyer does not give rise to any claims against HEXONIC on his side, in particular for payment for their safekeeping.

5. The Buyer is not entitled to re-sell the goods that are owned by HEXONIC to third parties, unless it obtains the prior written consent of an authorized representative of HEXONIC and the assignment of the future due amounts from such transaction to HEXONIC.

6. In the event of opening the liquidation, bankruptcy, remedial or similar in their nature proceedings to the Buyer, he is obliged to mark the goods in such a way that the reservation of the right of their ownership vested in HEXONIC will be legible and unquestionable. If the goods owned by HEXONIC are seized as part of this proceeding, the Buyer is obliged to immediately inform HEXONIC of this fact and, using all available means, cooperate with HEXONIC to ensure its rights to goods subject to seizure.

VIII. CHANGES AND WITHDRAWAL FROM THE CONTRACT, RESPONSIBILITY

1. HEXONIC reserves the right to amend the Agreement at any time, by means of a written statement submitted to the Buyer, in particular by:

- a) changing the specification of the subject of the order and its documentation when it is a minor change,
- b) changing the way of packaging, testing, places and delivery schedule.

2. In the event that the amendments to the Agreement referred to in para. 1, will change the Price or the realization, the Parties shall make appropriate arrangements in writing.

3. HEXONIC retains the right to withdraw from the contract in cases specified in law, as well as in these GTCS, as well as in any of the following cases:

- a) any breach of the provisions of the Agreement or of these GTCS by the Buyer,
- b) the existence of doubts as to the possibility of the Buyer's performance, insolvency of the Buyer (unavailability of a credit limit for factoring), liquidation, the assignment by the Buyer to his creditors, as well as when a bankruptcy petition was filed against him or remedial proceedings were instituted - however, in each case provided for by these GTCS, a declaration of withdrawal from the Agreement should be submitted by HEXONIC within 12 (twelve) months from the occurrence of the event or circumstance constituting the reason for withdrawing from the Agreement.

4. In the case of execution of the rights indicated in this section, HEXONIC retains the right to demand payment by the Buyer of full remuneration to HEXONIC for the supply of goods or services and any materials or work in progress.

5. The responsibility of HEXONIC in the event of withdrawal from the Agreement is limited to the obligation to reimburse the Buyer the amounts received from the Buyer only in excess of the value of already ordered materials, work in progress, products delivered or services rendered or parts thereof, subject to these GTCS, in particular HEXONIC in this situation he will not be obliged to pay any contractual penalties, damages, interest on these amounts or other similar fees.

The buyer acknowledges that according to the provisions of the Civil Code, among other things, it is not possible to withdraw from the purchase contract (order) for the delivery of goods that was modified according to the wishes of the buyer or for his person. Cancellation of an order for a modified (atypical product) is not possible.

If it is not a case referred to in Article 5, paragraph 2, or another case where it is not possible to withdraw from the purchase contract, the buyer has the right to withdraw from the purchase contract for standard goods in accordance with the Civil Code, before shipment of goods with a penalty of 10% of the value of the goods available on the day of the order, and only if the order does not exceed the value of 5.000 EUR without VAT. If the buyer withdraws from the contract after delivery of the goods (no later than 14 days after delivery), the buyer will be charged a cancellation fee. The cancellation fee for returned goods in original undamaged packaging is 10% of the value of the goods, the cancellation fee for returned goods in unpacked or damaged packaging is 20% of the value of the goods, the cancellation fee for returned goods without packaging, or used goods with the possibility of subsequent sale 40% of the value of the goods.

6. Under no circumstances shall HEXONIC be liable for any damage or loss of profits arising from the Buyer's or any other entity's claims related to the breach of the Agreement, failure to perform or improper realization of the Agreement by HEXONIC or tort liability. Any possible liability of HEXONIC for indirect damages caused to the Buyer in connection with the conclusion, performance, non-performance or improper performance of this Agreement, understood as damages not resulting directly from the event causing the damage, and for lost profits, including loss of profit, losses and damages due to delays or stoppages of production (including, but not limited to, the loss of damage by the Buyer's customers, claims by suppliers or storage costs) are also excluded.

7. Regardless of the legal basis (Contract / unlawful act) on which the Buyer's claim is formulated, HEXONIC's liability for all claims related to the Agreement is in each case is limited to 35% of the Price (net of VAT).

8. Provisions of point VIII.6 and VIII.7 of these GTCS will not apply only if, in accordance with the mandatory provisions of law, HEXONIC bears liability regardless of the above limitation or exclusion of liability.

9. HEXONIC shall not be liable for force majeure cases, understood as extraordinary events occurring after the conclusion of this Agreement and which the Parties were unable to foresee at the time of its conclusion and whose existence or effects prevent the performance of this Agreement in accordance with its content. Force majeure include in particular: war, warfare, flood, fire, legal acts of the state administration affecting the implementation of the Agreement, epidemics, strikes.

IX. WARRANTY

1. The Buyer is entitled to exercise rights under the warranty only if all conditions set out in the General Warranty Conditions (hereinafter: "GWC"), which form an integral part of the Agreement, are cumulatively met.

2. By submitting the Order, the Buyer declares that he has read and understood the GWC before concluding the Contract, accepts them in their entirety and does not raise any objections to them. GWC are available on the website www.hexonic.com.

3. Due to the warranty granted by HEXONIC, HEXONIC's liability under the statutory warranty is excluded. The above does not apply to consumers.

4. HEXONIC has the right to condition / suspend the execution of the claims of the Buyer due to the warranty until the settlement by him of any overdue amounts due to HEXONIC.

X. INTELLECTUAL PROPERTY RIGHTS

1. Unless otherwise specified in the Offer or Agreement, HEXONIC's services to the Buyer in the scope of works covered by intellectual property or industrial property protection shall provide the Buyer with a non-exclusive, non-transferable, limited license to intellectual property rights, understood as industrial property rights and copyrights jointly, belonging to HEXONIC or related entities, within the territory of the Czech Republic and the territory where the goods are sold, only in the scope of using and possibly further selling goods sold by HEXONIC to the Buyer. The foregoing applies in particular to the situation when, together with the goods, the relevant documentation is provided to the Buyer.

2. Any extension of the above license or the transfer of intellectual property rights takes place only on the basis of separate, detailed arrangements of the Parties in writing otherwise being null and void.

3. In the event of a breach of this provision by the Buyer, HEXONIC will, at its sole discretion, waive the Agreement and discontinue all services or deliveries to the Buyer without incurring any liability for costs and damages of the Buyer and the Buyer undertakes to release HEXONIC against any claims by third parties for any costs and damages that have been incurred by these third parties in connection with the Buyer's breach of this provision. In the case of the above- mentioned violation, the Buyer undertakes to provide HEXONIC with all information necessary to take up the defense and refund to HEXONIC any costs incurred in providing legal services related to third party claims.

XI. FINAL PROVISIONS

1. All amendments or exclusions of these GTCS require written form otherwise being null and void.

2. The Parties undertake to amicably resolve conflicts arising from any binding AGREEMENT. If the amicable settlement procedure is unsuccessful within 30 days, the only court competent to hear the case will be the Czech court competent for the seat of HEXONIC CZ sro.

3. All technical, commercial and financial data that HEXONIC will disclose to the Buyer or its affiliates constitute confidential information of HEXONIC or its related entities. The Buyer undertakes not to disclose any such confidential information to any third party and not to use such confidential information for any purpose other than agreed by the Parties, including in particular cooperation under the Agreement.

4. If any provisions of these GTCS are deemed void or ineffective, the remaining provisions of the GTCS remain in effect and the Parties undertake to replace an invalid or unenforceable provision with a new one, the meaning of which will be as close as possible to the purpose of the replaced provision and the intentions of the Parties.

5. The application of the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 shall be excluded.

6. In case of invalidity of any of the provisions of these GTCS, the Order or the Agreement, the remaining provisions shall be binding on the Parties unchanged.

7. In matters not covered by these GTCS, the Order and the Agreement, generally applicable provisions of the Civil Code of the Czech Republic shall apply.

HEXONIC CZ sro

Prague 2024