

GENERAL TERMS AND CONDITIONS OF SALE OF PERFO LINEA a.s.

1. INTRODUCTORY PROVISIONS

1.1. These General Terms and Conditions (hereinafter referred to as the “GTC”) regulate, in accordance with Section 1751 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the “Civil Code”), the conditions of sale of goods by the following company: PERFO LINEA a.s., registered office: Chrudim IV, K Májovu 1262, Postal Code 53701, Company ID No.: 25957716, registered in the Commercial Register maintained by the Regional Court in Hradec Králové, Section B, Insert 2193 (hereinafter referred to as “PERFO LINEA”).

1.2. These GTC do not apply to the sale of goods by the above-mentioned company through the online store available at www.perfolinea.cz / www.perfolinea.com / www.perfolinea.eu

2. DEFINITIONS

2.1. “Seller” means PERFO LINEA as specified in the Purchase Agreement concluded pursuant to Article 3 of these GTC.

2.2. “Buyer” means any natural or legal person that concludes a Purchase Agreement with the Seller in accordance with Article 3 of these GTC.

2.3. “Goods” means items and their components which, under the Purchase Agreement, the Seller undertakes to deliver to the Buyer and transfer title thereto, and the Buyer undertakes to pay the purchase price for them, regardless of how such items are designated in the Purchase Agreement.

2.4. “Purchase Agreement” means the contract of sale concluded between the Seller and the Buyer pursuant to Article 3 of these GTC.

2.5. “Delivery” means delivery by postal licence holder, fax, electronic mail, data box, or personal delivery. Unless expressly agreed otherwise, all notices under these GTC must be in writing and delivered in one of the ways specified in the first sentence of this provision. The Buyer agrees to delivery by the Seller to its data box.

2.6. “Delivery Note” means a document confirming receipt of Goods by the Buyer, such as a delivery note, consignment note, etc.

3. CONTRACT CONCLUSION PROCESS

3.1. A Purchase Agreement shall be concluded in one of the following ways:

- 3.1.1. at the moment the Seller confirms in writing the Buyer’s order for the purchase of Goods (hereinafter “Order”);
- 3.1.2. at the moment the Buyer confirms the Seller’s offer to sell Goods (hereinafter “Offer”);
- 3.1.3. at the moment the Seller delivers Goods to the Buyer based on an Order or Offer and the Buyer accepts the Goods.

3.2. A Buyer’s Order must contain at least:

- 3.2.1. the Buyer’s identification details;
- 3.2.2. specification of the Goods and their quantity (in particular product type, number of units, length);
- 3.2.3. the required time and place of performance.

3.3. An Offer by the Seller shall mean in particular a price quotation for Goods sent to the Buyer upon request. An Offer shall also mean a draft Purchase Agreement sent by the Seller to the Buyer.

3.4. Acceptance with modifications. If the Seller accepts an Order with an addition or variation that does not substantially alter the delivery conditions stated in the Order, the Purchase Agreement shall be concluded with such modification unless the Buyer notifies the Seller in writing within 2 business days that it does not agree. If the Buyer accepts the Seller's Offer with an addition or variation, such acceptance shall be deemed a new proposal for a Purchase Agreement requiring the Seller's express consent, even if the modification does not materially alter the Offer. The Seller reserves the right to correct the price of Goods before shipment if an incorrect price was quoted. In such case, the Buyer must be informed of the correct price and must consent to the adjustment. Payment of an invoice with the corrected price shall be deemed consent. If no consent or payment is made, the Purchase Agreement shall not be concluded (and if already concluded, it shall be cancelled without compensation of Buyer's costs), and the Order shall be cancelled.

3.5. Form of Order, Offer, and Acceptance. An Order, Offer, and their acceptance may be sent by electronic mail, fax, or post. For this purpose, written form shall also include exchange of emails or other electronic messages (without certified electronic signature) to addresses duly notified between the parties, or messages sent by fax.

3.6. By concluding a Purchase Agreement, the Buyer confirms that it has read these GTC and agrees with them. The provisions of the Purchase Agreement shall take precedence over these GTC.

4. QUALITY AND STANDARDS

4.1. The Seller warrants that it delivers only Goods of which it is the sole owner and that such Goods are free from rights of third parties.

4.2. Unless otherwise agreed in the Purchase Agreement, the Seller shall supply Goods of quality and dimensions specified according to standards DIN.791, DIN 24041, DIN 24537-1.

4.3. The Seller shall not be liable for the Goods' suitability for the Buyer's intended purpose, even if such purpose is expressly stated in the Purchase Agreement.

4.4. Unless otherwise agreed in the Purchase Agreement, the Goods shall be supplied unpackaged and without corrosion protection.

5. DELIVERY TERMS

5.1. The conditions of delivery of Goods to the Buyer shall be governed by the Purchase Agreement and, unless otherwise agreed in the Purchase Agreement, also by these GTC.

5.2. Delivery time. Unless the parties agree otherwise in the Purchase Agreement, the Seller shall deliver the Goods to the Buyer within a reasonable period having regard to the Seller's production and logistics capacities, but no later than within 21 days from the conclusion of the Purchase Agreement. The Seller shall notify the Buyer of the exact delivery date sufficiently in advance. In the event of extraordinary circumstances beyond the Seller's control which could not have been prevented by the Seller (force majeure), the Seller shall be entitled to reasonably extend the delivery period of the Goods (at least by the duration of the impediment caused by the force majeure event).

5.3. Place of delivery. Unless otherwise agreed in the Purchase Agreement, the Seller shall fulfil its obligation to deliver the Goods by making the Goods available for collection at the Seller's premises: K Májovu 1262, Chrudim, and Šlikova 9, Prostějov.

5.4. Quantity deviation. The Seller shall be entitled to adjust the quantity of Goods delivered, having regard to the nature of the Goods and the form in which they are manufactured (e.g. rounding to full

metres, kilograms, or production lengths). However, such deviation may not exceed +/- 10% of the quantity agreed in the Purchase Agreement without the Buyer's consent.

5.5. Confirmation of delivery. The Buyer shall confirm the delivery of the Goods in writing by signing the Delivery Note; otherwise, the Seller shall not be obliged to hand over the Goods to the Buyer.

5.6. Acceptance of Goods transported by the Seller. If, under the Purchase Agreement, the Seller arranges transport of the Goods to the place of delivery, the Buyer shall ensure that on the delivery date (the exact time may be specified in advance by the Seller via telephone) a person authorised to accept the Goods on behalf of the Buyer is present at the place of delivery and arranges for immediate unloading of the Goods from the Seller's transport vehicle. Otherwise, the Buyer shall be liable for all damages incurred by the Seller as a result (in particular costs of carrier waiting time, lost profit, damages, and penalties imposed on the Seller by third parties due to delays in subsequent deliveries within the same transport, etc.).

If the Buyer fails to inform the Seller in writing at least one day prior to delivery about the specific person authorised to accept the Goods, it shall be deemed that any person present at the place of delivery is authorised to accept the Goods, inspect them, and report any defects to the Seller.

5.7. If the Buyer fails to appear at the place of delivery within one hour after the Seller has notified it of the arrival of the transport vehicle with the Goods, the Seller shall be entitled (but not obliged) to withdraw the vehicle and claim from the Buyer reimbursement of costs of the failed transport and any related damages. If the Seller withdraws the vehicle due to the Buyer's delay and the parties do not agree on a substitute delivery date, the Seller shall fulfil its delivery obligation by making the Goods available for collection at the Seller's registered office and notifying the Buyer thereof.

5.8. Unloading of Goods. The unloading of Goods from the transport vehicle shall be carried out by the Buyer at its own cost and risk. The Buyer shall be liable for any loss or damage incurred during unloading, storage, and handling of the Goods at the place of delivery.

5.9. Inspection of Goods. The Buyer shall inspect the Goods upon receipt to verify whether the delivered Goods correspond, in terms of quality and quantity, to the Purchase Agreement and whether they are free from defects. Inspection must be carried out at the place of delivery before unloading from the Seller's vehicle if transport is arranged by the Seller, or before loading onto the Buyer's vehicle if transport is arranged by the Buyer. If the Buyer cannot conduct a detailed inspection upon receipt, it shall record this fact in the Delivery Note and undertake to store the Goods in such a way as to ensure maximum protection against damage, loss, or destruction, in particular against weather conditions (rain, humidity) and access by third parties. If the Goods are packaged, the Buyer shall take measures to prevent condensation inside the packaging. In such case, inspection shall be performed without undue delay after the obstacle preventing inspection has ceased.

If the Buyer breaches its obligation to store the Goods under this paragraph and the Goods are subsequently returned to the Seller due to the Seller's liability for defects, the Seller shall be entitled to claim compensation from the Buyer for damage to the Goods up to 70% of the price of the returned Goods (the exact amount to be determined at the Seller's discretion, usually depending on the extent of damage). The Seller shall be entitled to set off such determined damages against its obligation to refund the Buyer the purchase price of the returned Goods.

5.10. Right to refuse delivery. The Seller shall not be obliged to deliver Goods to the Buyer within the agreed period if, at the time of delivery:

- **5.10.1.** the Buyer has any overdue obligations towards the Seller (purchase price for previous deliveries, advance payment requested by the Seller, damages, etc.);

- **5.10.2.** insolvency proceedings have been initiated against the Buyer.

If the Seller refuses to deliver the Goods for the reasons specified in this paragraph, the delivery date shall automatically be postponed to the 14th day after the reason for refusal has ceased.

6. RISK OF DAMAGE AND TITLE

6.1. The risk of damage to the Goods shall pass to the Buyer at the moment of acceptance of the Goods at the place of delivery, or at the moment the Buyer defaults in fulfilling its obligation to accept the Goods, whichever occurs first. If the Seller arranges transport of the Goods to the place of delivery, the risk of damage to the Goods shall always pass to the Buyer before unloading from the transport vehicle.

6.2. Title to the Goods shall pass to the Buyer upon full payment of the purchase price.

7. CLAIMS FOR DEFECTS (WARRANTY CLAIMS)

7.1. Scope of liability. The Seller shall be liable for defects existing at the moment the risk of damage passes to the Buyer (Article 5 of these GTC).

7.2. Form of claim. The Buyer shall always assert claims for defects (warranty claims) in writing. For this purpose, written form shall also include a notice sent to the Seller's email address specified in the Purchase Agreement, provided that the Buyer proves delivery by at least an electronic delivery confirmation issued by the Seller.

7.3. Time limits for asserting defects. The Buyer shall notify the Seller of defects within the following periods:

- **7.3.1.** quantity defects must be reported no later than upon acceptance of the Goods, recorded in the Delivery Note;
- **7.3.2.** apparent defects must be reported upon acceptance of the Goods in the Delivery Note. If apparent defects could not be discovered despite due care upon acceptance, they must be reported in writing to the Seller without delay after discovery, but no later than within 10 days of receipt of the Goods;
- **7.3.3.** hidden defects must be reported in writing to the Seller without delay after discovery, but no later than within 6 months from the transfer of risk of damage to the Buyer.

After expiry of the above deadlines, the Buyer's rights arising from defects shall lapse.

7.4. Content of the claim. The Buyer's defect notification shall state identification of the delivery from which the Goods originate (Purchase Agreement number or Delivery Note number), the number of defective items, and a description of the defect. The Buyer shall attach photographs of all detected defects. The Buyer must prove that the claimed Goods were supplied by the Seller.

7.5. Cooperation in claims. The Buyer undertakes to provide the Seller with necessary cooperation in order to verify the legitimacy of the claim, including inspection of compliance with proper storage conditions of the Goods pursuant to Article 5.9 of these GTC.

7.6. Remedy of defect. Within 14 days of notification of the claim, the Seller shall inform the Buyer whether it considers the claim justified and, if so, how the defect will be remedied. The Seller shall, at its discretion or after agreement with the Buyer, either remedy the defect within a reasonable time, deliver replacement Goods under the same conditions as the claimed Goods, or grant the Buyer an appropriate discount on the Goods.

8. PRICE AND PAYMENT TERMS

8.1. Purchase price. The Buyer shall pay the purchase price for the Goods as agreed in the Purchase Agreement. If the purchase price is not stipulated in the Purchase Agreement and the Buyer nevertheless accepts the Goods, it shall be deemed that the parties intended to conclude a Purchase Agreement without determining the purchase price, and the agreed purchase price shall be the price for which the Buyer last purchased comparable Goods from the Seller prior to the conclusion of the Purchase Agreement, or, failing that, the price at which comparable goods are usually sold under similar contractual conditions. Unless otherwise agreed in the Purchase Agreement, the purchase price shall not include transport to the place of delivery or packaging for transport (if the Seller is obliged under the Purchase Agreement to package the Goods). The Seller shall be entitled to add VAT in accordance with applicable legislation, unless the Purchase Agreement expressly states that the purchase price already includes VAT.

8.2. Advance payment. Prior to delivery of the Goods, the Seller may require the Buyer to pay an advance of up to 50% of the total purchase price. If the Buyer has an outstanding monetary obligation towards the Seller (e.g. unpaid purchase price for previous deliveries), the Seller may require an advance of up to 100% of the total purchase price.

8.3. Maturity of the purchase price. The Buyer shall pay the purchase price of the Goods on the basis of an invoice, which the Seller may issue together with delivery of the Goods. The due date of the invoice shall be 14 days from the date of issue, unless a longer period is stated on the invoice or another due date is agreed in the Purchase Agreement. The invoice must contain all statutory elements; otherwise, the Buyer shall be entitled to return it without payment. In such case, a new due date shall run from the delivery of the corrected invoice. The date of payment shall mean the date the amount is credited to the Seller's bank account or the date of cash receipt by the Seller.

8.4. Contractual penalty. In the event of default by the Buyer in payment of the purchase price, the Buyer undertakes to pay the Seller a contractual penalty of 0.05% of the outstanding amount per day of delay for the first 30 days, and 0.1% of the outstanding amount per day of delay thereafter, until full payment is made. The Seller's right to claim damages, even in excess of the contractual penalty, shall not be affected by invoicing and payment of the penalty.

8.5. VAT security. The Seller undertakes to state, on all invoices, its account held in the Czech Republic and published in the "Register of VAT Payers and Identified Persons". If, on the date of taxable supply, any condition for the Buyer's liability for unpaid VAT arises pursuant to Act No. 235/2004 Coll., on Value Added Tax, as amended (the "VAT Act"), or if the Buyer has reasonable suspicion that such condition is met, the Buyer shall be entitled to pay the amount corresponding to VAT directly to the competent tax authority instead of the Seller.

9. TERMINATION OF THE PURCHASE AGREEMENT

9.1. Withdrawal from the Purchase Agreement is permitted only in cases stipulated by law, these GTC, or if agreed by the parties in the Purchase Agreement. The withdrawal shall take effect on the date written notice of withdrawal is delivered to the other party. Withdrawal must be in writing; an email message shall not be considered written form unless it bears a certified electronic signature.

9.2. Grounds for Buyer's withdrawal. The Buyer shall be entitled to withdraw from the Purchase Agreement in the following cases:

- **9.2.1.** if the Seller is in delay with delivery of the Goods for more than 30 days;
- **9.2.2.** if a court decision on the Seller's insolvency is issued, or if the Seller enters into liquidation;
- **9.2.3.** if the Seller transfers, without the Buyer's prior written consent, its obligations, duties, and rights under the Purchase Agreement to a third party.

9.3. Grounds for Seller's withdrawal. The Seller shall be entitled to withdraw from the Purchase Agreement in the following cases:

- **9.3.1.** if the Buyer is in default of acceptance of the Goods for more than 5 days;
- **9.3.2.** if the Buyer is in default of payment of the required advance or purchase price for more than 14 days;
- **9.3.3.** if a court decision on the Buyer's insolvency is issued, or if the Buyer enters into liquidation;
- **9.3.4.** if the Buyer transfers, without the Seller's prior written consent, its obligations, duties, and rights under the Purchase Agreement to a third party.

9.4. In the event of withdrawal from the Purchase Agreement, the withdrawing party shall be entitled to claim reimbursement of costs incurred in connection with such withdrawal; Section 2005 of the Civil Code shall remain unaffected.

10. CONFIDENTIALITY

10.1. The parties acknowledge that data and information disclosed in connection with the negotiation and performance of the Purchase Agreement are confidential within the meaning of Section 1730(2) of the Civil Code and may also constitute trade secrets of one of the parties under Section 504 of the Civil Code, and must therefore remain confidential.

10.2. The parties undertake not to disclose, without the prior written consent of the other party, any information concerning the Purchase Agreement, the other party, or any other information acquired during the negotiation or performance of the Purchase Agreement. This shall not apply if disclosure is required by law or by a decision of a competent public authority.

11. DISPUTE RESOLUTION

11.1. Jurisdiction of courts. The Seller and the Buyer agree that any disputes arising from or in direct connection with the Purchase Agreement, including disputes concerning its validity, which cannot be resolved amicably, as well as any other legal matters relating to the contractual relationship established by the Purchase Agreement, shall be decided in civil court proceedings by the competent

courts of the Czech Republic.

In accordance with Section 89a of Act No. 99/1963 Coll., the Code of Civil Procedure, as amended, the Seller and the Buyer agree on the local jurisdiction of the District Court for Prague – West in cases where the dispute or other legal matter falls within the jurisdiction of a district court, and on the local jurisdiction of the Municipal Court in Prague in cases where the dispute or other legal matter falls within the jurisdiction of a regional court.

12. OTHER PROVISIONS

12.1. The Buyer acknowledges that it may assign rights and obligations under the Purchase Agreement, or any claim arising from it, to a third party only with the prior written consent of the Seller.

12.2. Unless otherwise agreed in writing, the Buyer shall not be entitled to unilaterally set off any claim arising from the Purchase Agreement against any claim of the Seller.

12.3. The Purchase Agreement may only be amended in writing. For this purpose, exchange of emails or other electronic messages shall be deemed written form.

13. FINAL PROVISIONS

13.1. Mutual rights and obligations of the contracting parties not regulated by these GTC and/or the Purchase Agreement shall be governed by the laws of the Czech Republic.

13.2. Should any provision of these GTC and/or the Purchase Agreement prove invalid or ineffective, this shall not affect the validity or effectiveness of the other provisions of the GTC and/or the Purchase Agreement.

13.3. Should any provision of these GTC and/or the Purchase Agreement prove to be void (null), the effect of such defect on the other provisions shall be assessed analogously pursuant to Section 576 of the Civil Code.

13.4. These GTC and any amendments thereto are publicly available at the Seller's registered office and on the website www.perfolinea.cz / www.perfolinea.com / www.perfolinea.eu.

13.5. These GTC shall come into force and effect on 7 October 2024.

In Chrudim, on 7 October 2024

Dušan Frič
Sales Director