

BUSINESS TERMS AND CONDITIONS

of Solpap, Ltd, Třebechovice pod Orebem

These terms and conditions are an integral part of every purchase contract concluded with an order confirmation, hereinafter referred to as the "purchase contract". Buyer is deemed to agree to these terms and conditions, if he does not explicitly state that he does not agree with them, or does not agree with some provisions. These terms and conditions apply in the event that something else is not agreed in the purchase contract. The purchase contract is governed by the provisions of Section 2079 and the following of the Civil Code No. 89/2012 Coll. The buyer is bound by the order sent to the seller based on his offer. After it has been accepted by the seller, it cannot be changed or cancelled.

Delivery of Goods

1.1. Unless otherwise agreed, the buyer ensures the transport of the goods to the destination at his own expense. The goods are delivered at the moment they are handed over to the buyer or to a third party authorized by him (carrier). The buyer or a third party authorized by him shall confirm the acceptance of the goods in writing on a copy of the delivery note.

1.2. The buyer takes over the manufactured goods, or will ensure its acceptance on the agreed date or on the date extended according to point 1.5., 1.6. and 5.3. or shorted according to point 1.7. of these terms and conditions. The seller will notify the buyer of a change in the agreed delivery date of the goods, otherwise he is not obliged to invite the buyer to accept the goods.

1.3. In the event that the buyer or a third party authorized by him does not take over the goods within 48 hours after the deadline specified in point 1.2. of these terms and conditions, the seller is entitled to arrange transport to the buyer's headquarters at the buyer's expense.

1.4. If the buyer does not take over the goods within the deadline according to point 1.2., he is obliged to pay the seller a contractual penalty in the amount of CZK 200 for each day of delay in fulfilling the stated obligation.

1.5. The delivery date of the goods, which is specified in the purchase contract, can be extended by agreement of the parties. In the cases mentioned under point 1.6. and 5.3. of these terms and conditions, the delivery date of the goods is extended by the period of the buyer's delay and further in the event of an unavoidable, insurmountable and unforeseeable obstacle on the part of the seller, e.g. delay in delivery of material by the seller's subcontractor.

1.6. Before the actual production of the ordered goods, the seller prepares the print and prepares the tools. The start of preparatory work is tied to the delivery of the buyer's written order, which confirms the seller's written offer. If more precise data is needed for the production of the goods, the seller has the right to demand the necessary cooperation from the buyer/customer. Non-fulfillment of this agreement by the buyer gives the seller the right not to be bound by the performance date specified in the purchase contract, or gives the seller the right to withdraw from this contract.

1.7. The quantity of goods, the delivery of which is agreed in the contract, is an approximate quantity due to the seller's production process. Tolerance, i.e. the difference between the quantity of goods specified in the contract and the quantity actually delivered, must not exceed +/-10%. For contracts

in which the agreed quantity is less than 200 pcs, the tolerance is +- 20 pcs. The seller is entitled to payment of the price of the goods actually delivered within the stated tolerance.

Defects of Goods

2.1. The buyer is obliged to notify the seller of any defects in the goods in writing. The buyer is obliged to inspect the received goods and notify the seller of obvious defects within 10 days from the date of their receipt. In the complaint, the buyer must accurately indicate the delivery note with which the defective goods were delivered to him.

Quality Guarantee

3.1. The seller declares that the delivered goods will be suitable for use for the agreed, otherwise usual purpose, for a period of 6 months, but only on the condition that the buyer complies with the conditions of storage of the goods specified in point 4.3. of these terms and conditions. The warranty period starts from the day of delivery of the goods.

Packaging and Storage

4.1. Unless otherwise stated, goods will be delivered on EUR pallets paid for by the buyer. If the buyer receives goods on borrowed pallets, he is obliged to return the pallets within 1 month, otherwise he will be billed. If the goods are delivered in returnable packaging, the buyer can return these packaging to the seller. The seller is obliged to take over the returnable packaging from the buyer if it is returned undamaged within 2 months of the delivery of the goods to the buyer. It is up to the seller to determine whether the package is returnable. The price of the packaging returned in accordance with these terms and conditions will be paid by the seller to the buyer after receiving the packaging and billing for it. The buyer will be informed by the seller about the price of returnable packaging.

4.2. In the event that the goods are not delivered in returnable packaging or the buyer does not return the returnable packaging to the seller, together with the delivered goods, the seller transfers to the buyer, in accordance with the provisions of § 13 par. 1 letter b) Act No. 477/2001 Coll., on packaging and the ownership the right to the packaging of such goods and thus the rights and obligations according to § 10 and § 12 of the cited law.

4.3. Products made of smooth and corrugated cardboard are stored in covered, dry and ventilated rooms and must be protected from direct weather effects, ground moisture and radiant heat, as well as so against extreme temperatures. The products retain guaranteed physical properties during storage at temperatures from 0 to + 24°C (ideally 18°C-20°C) and air humidity up to 55% (ideally 50%-55%).

Price and Terms of Payment

5.1. The total purchase price specified in the purchase contract is the price that corresponds to the quantity of goods specified in the contract. This purchase price will increase or decrease depending on the quantity of goods actually delivered according to point 1.7. of these terms and conditions. Unless otherwise stated in the contract, it is understood as the total purchase price. the price without VAT, but including the price of the delivered quantity of goods, the price of printing and cutting tools. The EUR price of the pallets is not part of the purchase price, these will be charged on the tax document together with the goods, according to the actual amount of EUR pallets delivered.

5.2. Unless otherwise stated in the contract, the invoice is due within 14 days from the date of its issue.

5.3. The seller is entitled to demand from the buyer an advance on the agreed purchase price up to 100% of the total purchase price including VAT before starting work on the agreed goods. The buyer is obliged to pay the requested deposit to the seller by the due date. If the purchase price advance is not paid by the due date, the seller is not obliged to conclude a purchase contract. As long

as the deposit for the purchase price is paid, the seller is not obliged to start production of the goods, and the delivery date is extended by the delay in payment of the deposit.

5.4. The invoiced purchase price or advance is considered paid on the day the corresponding amount is credited to the seller's relevant account.

5.5. If the purchase price, its part, or the advance is not paid properly and on time, the buyer is in delay. In case of delay in payment of the relevant amount, the buyer is obliged to pay statutory interest to the seller from the delay established by government regulation No. 351/2013 Coll. as amended.

Cutting and Printing Tools, Graphic Materials, Samples

6.1. Print preparation means graphic processing or finishing of product printing, production of printing tools according to the buyer's graphic materials. The preparation of tools means the design and production of cutting tools needed for the production of goods according to the buyer's requirements. Production preparation means development and processing the product sample using printing and die-cutting tools. The costs for the preparation of printing, tools, production and the costs of graphic materials are paid by the buyer. The seller will usually account for these costs during the first invoicing for the delivery of a new type of product.

6.2. The cutting and printing tools that were used to produce the goods remain the property of the seller until the buyer has paid the full purchase price for them to the seller. In the event that the buyer does not take over the cutting or printing tools after the transfer of ownership, the seller will store them free of charge for a maximum of 1 year. After this period, the seller is entitled to dispose of them at his discretion, or they can also be disposed of ecologically.

6.3. The buyer is responsible for ensuring that his graphic materials do not infringe copyright protected by relevant legal regulations, and that the submitted graphic materials are correct and complete in content. The seller does not verify the facts stated in the previous sentence and is not responsible for damage caused to anyone as a result of copyright infringement by the creator of the submitted graphic materials or deficiencies in their content page.

6.4. Sample production takes place on a sampling plotter and is different from serial production. During the production of samples, it is not possible to imitate the compression or distortion of the material due to the passage through the production line, which reduces the strength of the cardboard. Therefore, the sample is only dimensional and cannot be used for strain and load carrying capacity testing.

Termination of the contractual relationship

7.1. The seller may withdraw from the concluded purchase contract in the event that the buyer has an unpaid obligation towards him from another contractual relationship, if the buyer's delay in paying this obligation exceeds 30 days after its due date. Withdrawal is effective on the date of delivery of the seller's written expression of will to the buyer.

7.2. In the event of termination of the contractual relationship after the production of the ordered goods has already begun, the buyer is obliged to compensate the seller for the costs incurred for the preparation of the print, cutting tools and the production carried out so far (e.g. consumed energy, material, wear and tear of production equipment, labour costs, other fixed costs of the seller, prices paid by the seller to suppliers of printing and cutting tools, transport costs, lost profit of the seller).

Other Arrangements

8.1. The seller is entitled to offset against any payment provided his existing claim against the buyer, even if it is still unpaid.

8.2. The rights and obligations from the concluded purchase contract are transferred to the legal successors of the contracting parties.

8.3. The relations between the seller and the buyer not regulated by these terms and conditions and the concluded purchase contract are governed by the relevant provisions of the Civil Code.

In Třebechovice pod Orebem, on 26.08.2022

