

## GENERAL TERMS AND CONDITIONS

GRANITOL joint-stock company, with its registered office in Moravský Beroun, Partyzánská 464, Olomouc.

These General Terms and Conditions, hereinafter referred to as the GTC, are based on the relevant provisions of the Civil Code and the Consumer Protection Act, as amended. These GTC shall be used to define business relations in the sale of products of the GRANITOL joint-stock company, if the parties agree on their application in the purchase contract or the framework purchase contract. The provisions of these GTC shall apply unless otherwise agreed by the Contracting Parties in the Contract. Deviating provisions in the Purchase Contract or the Framework Purchase Agreement shall take precedence over the provisions of these GTC.

**And.**

### Price and payment terms

The purchase price for the products sold will be invoiced by the supplier invoice. The moment of payment of the purchase price means that it is credited to the seller's account. If the Buyer fails to pay the purchase price within the agreed payment period, the Seller is entitled to charge and the Buyer is obliged to pay the agreed default interest in the amount of 0.05% for non-payment of the purchase price of the products, for each day of delay. A delay in payment of the purchase price longer than 14 calendar days from the due date is a material breach of the purchase contract, for which the Seller is entitled to withdraw from all other already agreed purchase contracts (or confirmed orders).

For each Buyer, the Seller will set a so-called credit limit. The credit limit determines the maximum possible amount of outstanding obligations of the Buyer with the seller. Drawing on the credit limit means the creation and duration of a specific obligation of the Buyer towards the Seller due to the purchase of goods or services or from an obligation arising from the contractual terms and conditions or business conditions. The free part of the credit limit is the value of the credit limit minus all drawdowns. The free part of the credit limit may be blocked by the Seller in the amount of orders placed for the delivery of goods that are already being prepared for shipment, or that are produced and can be dispatched, but based on the specification of the Buyer's request, their shipment is postponed. If the credit limit is exhausted, the order for delivery may be blocked. The Buyer is informed of this blocking through our sales representative or customer service. The Seller also reserves the right to block the order even if there are unpaid overdue invoices.

## II.

### Delivery

The goods shall be delivered according to the INCOTERMS® 2020 delivery clause, which is specified in the purchase contract. The seller's obligation to deliver the agreed quantity of goods to the Buyer and the Buyer's obligation to take the agreed quantity of goods is deemed to have been fulfilled if the quantity of goods actually delivered and taken away differs from the quantity agreed in the purchase contract by a maximum of  $\pm 5\%$ . The agreed delivery dates are binding for both contracting parties. The Seller shall store the goods free of charge for a maximum of 5 days from the date agreed in the purchase contract or by confirming the order. After this period, the Seller is entitled to charge the Buyer storage costs in the amount of CZK 25 / 1 m<sup>2</sup> / 1 day without VAT. The Buyer acquires ownership rights to the Seller's products only on the day of full payment of the agreed purchase price.

The risk of damage to the goods passes to the Buyer upon receipt of the goods or, if agreed in the purchase contract or framework purchase contract, upon handing over the goods to the carrier at the agreed location.

## III.

### Transport packaging

The Seller is obliged to deliver its products in packaging that does not disturb the completeness and quality of the products during normal transport and handling. Transport packaging will be invoiced to the Buyer with the delivery of products as a separate item (transport packaging within the meaning of the GTC means pallets and metal ferrules), unless otherwise agreed.

## IV.

### Product quality, warranty period and complaints

The goods are manufactured in accordance with the relevant corporate standard of the seller, in accordance with the quality management system according to EN ISO 9001:2015. The quality of the products, including the technical conditions and the duration of the warranty period, is negotiated in accordance with the relevant corporate supplier standard (hereinafter referred to as the CSS) or the technical conditions of delivery (hereinafter referred to as the TCD) for the supplied product.

The acceptance of the products is carried out by the Buyer at the place of delivery according to the relevant CSS or TCD.

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Acceptance means verification of the quantity and quality of products and packaging (including pallets) and the correctness of accompanying documents. The Seller informs the Buyer about the characteristics of the products sold, the manner of their use, maintenance and the dangers arising from its improper use or maintenance, including the warranty period for each product supplied. This information is contained in the relevant CSS and the material sheet of the product, the content of which has been duly acquainted with the Buyer, which is confirmed by signing the purchase contract or the framework purchase contract.

The Seller provides a warranty for the goods for the duration of 6 months, or 2 years in the case of non-business sales and the Buyer is a consumer. The warranty period starts from the date of delivery of the goods. During the warranty period, the Seller undertakes that his product will be fit for the agreed or usual purpose under the conditions set out in the PND and TPD, or that it will retain the agreed or usual properties. The warranty period does not run for the period during which the Buyer cannot use the goods due to its defects, for which the Seller is responsible.

The Buyer has the right to make a complaint only during the warranty period and is entitled to complain:

- defects in the quantity on receipt
- defects obvious within 15 days of receipt
- quality defects within 7 days after the quality defect is discovered, but no later than 6 months from the date of receipt of the goods by the first Buyer
- when purchasing a finished product, the Buyer (consumer) has the right to file a complaint within two years from the time of delivery of the goods in accordance with the Civil Code and the Consumer Protection Act.

The Buyer is obliged to notify the detected defects of the product in writing with a specific description of the defect and a proposal for its settlement, without undue delay after the defect has been discovered.

Should the Buyer discover a defect in the product before its processing or other modification of the product, the Buyer is obliged to refrain from any further handling of the non-conforming product and is obliged to contact the Seller immediately and inform him of the defects found and of the intended further procedure. If the Buyer decides to process or otherwise dispose of a non-conforming product despite the defect being found, he is obliged to first obtain the express prior consent of the seller, in writing (e.g. by e-mail, via data box) or by phone. At the same time, the Buyer is obliged to submit to the Seller an estimate of the anticipated additional costs that may arise from such a procedure. The Seller reserves the right to comment on the proposed procedure and the announced additional costs and, if necessary, to offer an alternative solution. In the event that the Buyer processes or otherwise uses a non-conforming product without prior notice and written consent of the Seller, or without concluding an agreement on the method of solution, the Buyer does so solely at its own risk, risk and on its own account. In such a case, the Seller bears no responsibility for the additional costs or other damages or losses incurred on the part of the Buyer and the Buyer is not entitled to reimbursement thereof. Any additional costs related to the processing of a non-conforming product without prior agreement with the Seller are therefore borne in full by the Buyer.

Depending on the stated cause of the complaint, the Buyer must provide the documents necessary for an objective assessment of the legitimacy of the complaint, e.g. samples of the claimed goods, photographs or video recordings of the processing of the claimed goods. The claimed goods must be protected from contamination or other damage and marked in such a way as to clearly prove their identification (by a production label, sticker, label showing the manufacturer and the date of manufacture). If these conditions are not met, the complaint is inconclusive and not properly asserted.

## V.

### Circumstances excluding liability

The liability of the parties for partial or total non-performance of contractual obligations is excluded if this occurred as a result of force majeure. Force majeure means any unforeseeable or unavoidable event that occurred independently of the will of the parties after the contract was signed and that could not have been prevented by the party to which it relates. A Contracting Party in which a force majeure circumstance occurs is obliged to notify the other Contracting Party immediately of its occurrence and its duration, but no later than within 10 calendar days of the termination of the effects of force majeure, otherwise it cannot invoke this event. The parties are obliged to fulfil their obligations under the contract as soon as the effects of force majeure cease to exist, while delivery times and all other deadlines and times are postponed by the period of force majeure if force majeure has been in force majeure for a period not exceeding 90 calendar days.

**VI.**

**Withdrawal from the contract**

Withdrawal from the contract may be made only in cases stipulated by the contract, these GTC or the law. The withdrawal must be made in writing by registered letter to the address of the other contracting party or to the data box. In case of doubt, it is considered that the withdrawal was delivered on the third day from the date of dispatch.

**VII.**

**Governing Law**

Commercial legal relations arising from the concluded purchase contract or from the framework purchase contract and from these GTC are governed by the law of the Czech Republic. All disputes arising out of or in connection with this Agreement shall be decided exclusively by the courts of the Czech Republic, with the court of the seller's registered office having territorial jurisdiction. This jurisdiction clause is agreed within the meaning of Article 25 of Regulation (EU) No 1215/2012 (Brussels I bis). Both the Seller and the Buyer undertake that all disputes related to the concluded purchase contract or the GTC will be resolved primarily amicably.

**VIII.**

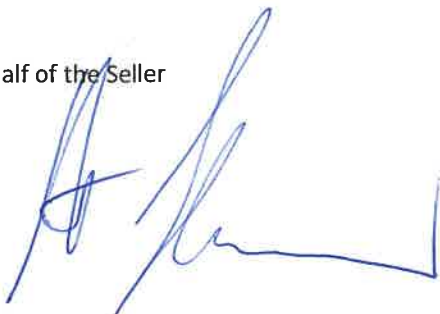
**Final provisions**

The Buyer may not transfer his contractual rights to a third party without the written consent of the seller. Both the Seller and the Buyer undertake to maintain confidentiality about all information they learn about in the course of the business relationship. Unless otherwise agreed in the purchase contract or in the framework agreement, the provisions of these GTC shall apply, which are effective from 01.10.2025.

By signing the purchase contract or the framework purchase agreement, the Buyer confirms that he has been duly acquainted with the GTC of GRANITOL joint-stock company, with its registered office in Moravský Beroun. The Seller undertakes to acquaint the Buyer with their content in the event of a change or amendment to the GTC. The Buyer confirms the acquaintance with his signature of the GTC or approves it electronically in the customer zone on the website of GRANITOL a.s. - [www.granitool.cz/zakaznicka-zona](http://www.granitool.cz/zakaznicka-zona).

In Moravský Beroun , on 23.09.2025

On behalf of the Seller



On behalf of the Buyer