

## GENERAL TERMS AND CONDITIONS

of the business company **GRANITOL akciová společnost**, with its registered office in Moravský Beroun, Partyzánská 464, Olomouc district.

The 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 trading company GRANITOL akciová společnost, if the parties agree on their application in the purchase contract or the framework purchase agreement. The provisions of these GTC apply unless the parties agree otherwise in the contract. Deviating provisions in the purchase contract or the framework purchase agreement take precedence over the provisions of these GTC.

### I.

#### 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 due date, the seller is entitled to charge and the buyer is obliged to pay the agreed default interest in the amount of 0.05% on the non-payment of the purchase price of the products, for each day of delay. A delay in payment of the purchase price of more 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 negotiated purchase contracts (or confirmed orders).

For each buyer, the seller will set a so-called credit limit. The credit limit determines the maximum possible volume of the buyer's outstanding obligations with the seller. Drawing a credit limit means the emergence 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 contractual terms or business terms and conditions. The free part of the credit limit is the value of the credit limit reduced by 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 manufactured and can be shipped, but their dispatch is postponed based on the buyer's requirement specification. If the credit limit is exhausted, the order for delivery may be blocked. The buyer is informed about this blocking through our sales representative or customer service. The seller also reserves the right to block the order even if there are unpaid invoices after the due date.

### II.

#### Delivery

The goods will be delivered according to the EXW INCOTERMS 2010 delivery clause. The delivery of the products is carried out by the buyer taking over the goods at the buyer's registered office or by the first carrier for transport for the buyer to the agreed place where the seller has contractually agreed to send the products. The seller's obligation to deliver the agreed quantity of goods to the buyer and the buyer's obligation to purchase the agreed quantity of goods is considered fulfilled if the quantity of the goods actually delivered and collected differs from the quantity agreed in the purchase contract by a maximum of  $\pm 5\%$ . The agreed delivery dates are binding for both parties. The seller stores the goods free of charge for a maximum of 5 days from the date agreed in the purchase contract or order confirmation. After this period, the seller is entitled to charge the buyer storage costs in the amount of 25,- CZK/1 m<sup>2</sup>/1 day ex. 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 agreement, upon handover of the goods to the carrier at the agreed place.

### III.

#### Transport packaging

The seller is obliged to supply his products in packaging that does not impair the completeness and quality of the products during normal transport and handling. Transport packaging will be invoiced to the buyer with the delivery of the products as a separate item (transport packaging in the sense of the GTC means pallets and metal cores), unless otherwise agreed.

#### IV.

##### **Product quality, warranty period and complaints**

The goods are manufactured in accordance with the relevant company standard of the seller, in accordance with the quality management system according to EN ISO 9001:2015. The quality of products, including technical conditions and the duration of the warranty period, is agreed according to the relevant company supplier standard (hereinafter referred to as PND) or technical conditions of supplies (hereinafter referred to as TPD) for the supplied product. The buyer accepts the products at the place of delivery according to the relevant PND or TPD. Acceptance means verification of the quantity and quality of products and packaging (including pallets) and the correctness of accompanying documents. The seller shall inform the buyer of the characteristics of the products sold, the manner of their use, maintenance and the dangers arising from their improper use or maintenance, including warranty period for each product supplied. This information is contained in the relevant PND and the product material sheet, the content of which has been duly acquainted with by the buyer, which is confirmed by signing the purchase contract or framework purchase agreement.

The seller provides a 6-month warranty on the goods. The warranty period begins to run from the date of delivery of the goods. During the warranty period, the seller undertakes that his product will be suitable for the agreed or usual purpose, or that it will retain the agreed or usual properties, if the conditions set out in the PND and TPD are met. The warranty period does not run during 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 file a complaint only during the warranty period and is entitled to complain over:

- quantity defects upon receipt
- defects evident within 15 days of receipt
- quality defects within 7 days after the discovery of a quality defect, but no later than 6 months from the date of receipt of the goods by the first buyer
- when buying a finished product, the buyer has the right to file a complaint within two years of delivery of the goods in accordance with the Civil Code and the Consumer Protection Act.

The buyer submits the complaint in writing with a proposal for its settlement and without undue delay after the defect is discovered. Depending on the reason for 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 recording of the processing of the claimed goods. The claimed goods must be protected from contamination or further damage and marked in such a way that their identification is clearly proven (by a product label, sticker, label that clearly shows the manufacturer and the date of production). If these conditions are not met, the complaint is inconclusive.

#### V.

##### **Circumstances excluding liability**

The liability of the parties to the contract for partial or total failure to fulfil contractual obligations is excluded if this is due to force majeure. Force majeure means any unforeseeable or unavoidable event that arose independently of the will of the parties after the signing of the contract and which could not have been prevented by the party concerned. A Party to the Contract where a force-majeure event occurs is obliged to immediately notify the other Party of its occurrence and 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 the obligations arising from the contract as soon as the effects of force majeure cease to exist, while delivery times and all other time limits and periods are postponed by the period of force majeure if force majeure has been in effect for a period not exceeding 90 calendar days.

#### VI.

##### **Withdrawal from the contract**

Withdrawal from the contract may only be made 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 party. In case of doubt, the withdrawal is deemed to have been delivered on the third day from the date of sending.

**VII.**

**Governing Law**

Commercial relations arising from a concluded purchase contract or a general purchase agreement and these GTC are governed by the laws of the Czech Republic. Both the seller and the buyer undertake that all disputes related to the concluded purchase contract or the GTC will be resolved 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 during the course of the business relationship. Unless otherwise agreed in the purchase contract or in the framework agreement, the provisions of these GTC apply, which are effective as of 21.01.2025.

By signing the purchase contract or the framework purchase agreement, the buyer confirms that he has been duly acquainted with the GTC of GRANITOL akciová společnost, with its registered office in Moravský Beroun. The seller undertakes that in the event of a change or addition to the GTC, the buyer will be demonstrably acquainted with their contents. The buyer will confirm the acquaintance with his signature of the GTC, or approve 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 21.01.2025

On behalf of the seller

**GRANITOL**  
MORAVSKÝ BEROUN  
IČ 00012114 DIČ CZ00012114



On behalf of the buyer