

## General Purchasing Terms and Conditions of RETIGO s.r.o. dated 01/01/2014

### 1) General - Validity

- (1) Unless agreed upon otherwise by the Parties, exclusively these General Purchasing Terms and Conditions of RETIGO s.r.o. (hereinafter only the „GPTC“) shall be applicable to all RETIGO's purchase orders.
- (2) Any deviations from these GPTC can be made only in the purchase order or in a written agreement concluded by both Parties.
- (3) Supplier's trade terms and conditions shall not be applicable to this purchase order. Rejection of these GPTC by the Supplier voids the RETIGO's purchase order.

### 2) Purchase Order

- (1) The Supplier is obliged to confirm RETIGO's purchase order not later than within two business days from its receipt.
- (2) Should the Supplier fail to expressly confirm the purchase order within the stipulated period of two business days and should it fail to deliver its express rejection to RETIGO s.r.o. within the same period, the purchase order shall be deemed accepted by the Supplier.
- (3) To exclude any doubts it is being agreed that should the Supplier deliver the ordered goods to RETIGO s.r.o. it shall be deemed its acceptance of also these GPTC, which the Supplier undertakes to follow.
- (4) RETIGO s.r.o. may anytime withdraw the relevant purchase order before its acceptance by the Supplier (i.e. before an order confirmation), without entering into any commitment towards the Supplier by doing so.

### 3) Goods Delivery

- (1) The Supplier shall deliver the Goods in the agreed upon lead-time to the place of delivery in accordance with the Purchase Order. Unless agreed upon otherwise in the purchase order, the place of the Goods delivery shall be RETIGO's registered office, i.e. Rožnov pod Radhoštěm, Láň 2310, ZIP Code 756 64.
- (2) The Goods shall be delivered on business days from 6:00 AM to 2:00 PM, unless agreed upon otherwise.
- (3) Unless agreed upon otherwise the Supplier shall be obliged to deliver the Goods to RETIGO s.r.o. not later than within fourteen days from the purchase order receipt.
- (4) In the event of any delay with the Goods delivery by more than three business days RETIGO s.r.o. shall be entitled to withdraw from the concluded contract. Any partial and/or premature performance is permissible only upon RETIGO's prior written consent.
- (5) The Supplier shall deliver the Goods on its own costs and risk.
- (6) The Goods must comply with the general and special laws and regulations valid in the Czech Republic. The Supplier shall be obliged to deliver all documents necessary for the Goods take over and use, in Czech language, together with the Goods.
- (7) To the delivery the Supplier shall attach a delivery note containing all data from the purchase order. The purchase order number must also be stated.

### 4) Price of the Goods, Payment Conditions

- (1) The Price provided in the purchase order is fixed and binding. Unless agreed upon otherwise the price is stipulated inclusive of all related costs, namely transport, packing, customs and freight insurance.
- (2) RETIGO s.r.o. shall not provide any advance payments for the Goods.
- (3) Unless agreed upon otherwise by the Parties, the Supplier shall be entitled to issue a tax document – an invoice for the price of the Goods not sooner than on the day of duly delivery of the Goods to RETIGO s.r.o. and the invoice shall be due and payable within thirty days from the invoice serving to RETIGO s.r.o.
- (4) The invoice must contain all details stipulated by the law for a tax document, the purchase order number, all details on the Goods in the items per the purchase order (quantity, weight, number of pieces) stating the relevant price and the total price of the Goods in the full amount.
- (5) The Supplier declares that the account, to which it shall request payment for the Goods, is an account published according to the Art. 96 of the Act on VAT, and at the same time that it is not a non-reliable payer per the Art. 106a of the Act on VAT and at the same time that it is not a person to which the Art. 109 par. 1) of the Act on VAT would be applicable.

### 5) Defects of the Goods, Quality Warranty

- (1) Unless agreed upon otherwise by the Parties, the Supplier provides the quality warranty of at least two years. The Supplier undertakes that during the warranty period the Goods shall be fit for the usual use and that the Goods shall maintain its usual properties.
- (2) RETIGO s.r.o. shall be entitled to claim defects of the Goods anytime during the warranty period and it shall be entitled to choose from the rights resulting from defects of the Goods. The lead-time for removal of any warranty defect shall be max. fourteen days from the defect reporting to the Supplier.
- (3) The Supplier shall be liable for the fact that the Goods are free of any legal defects. Should the rights of any third person be breached in relation to the ordered Goods, the Supplier shall be obliged to do everything necessary to hold RETIGO s.r.o. harmless and free of any damage. The Supplier shall pay any potential damages.
- (4) The warranty period commences as of the day of the Goods take over by RETIGO s.r.o.
- (5) In the event of a justified claim, the Supplier is obliged to pay to RETIGO s.r.o. all damages incurred in relation to defects of the Goods, namely, however not limited to, costs of the Goods repair/replacement directly at the final customer, etc.

### 6) Penalties

- (1) Should the Supplier be in a delay with fulfillment of its obligations arising from these GPTC or the Contract, it shall be obliged to pay the contractual penalty amounting to 0.05% of the price of the Goods for each day of the delay. Payment of the contractual penalty shall have no effect on the right to compensation of damages, which shall be paid independently and separately from the contractual penalty.
- (2) Should RETIGO s.r.o. be in a delay with payment of duly invoiced price for the delivery, it shall be obliged to pay a delay payment interest in the amount stipulated by the legislation, to the Supplier.

### 7) Common and Final Provisions

- (1) All deliveries must be made by the Supplier in the top quality and without any reservation of title or third person's rights. Such reservations shall be void also without RETIGO's express objection.
- (2) The Supplier's receivables from RETIGO s.r.o. resulting from this contractual relationship may be assigned only with RETIGO's prior express written consent.
- (3) The Supplier may not transfer any of its contractual rights or obligations to any third parties without RETIGO's express consent.
- (4) The Contracting Parties have expressly agreed that any disputes arising from the Contract shall be finally decided by the relevant courts of the Czech Republic. Furthermore, the Contracting Parties have agreed that in the meaning of the provisions of the Art. 89a Act No. 99/1963 Coll. Civil Procedure Code, that in case of any disputes the court of relevant local jurisdiction shall be the District Court in Vsetín and should the district court not have the subject-matter jurisdiction, the relevant court shall be the Regional Court in Olomouc.
- (5) These GPTC shall be adequately applicable also to legal relationships governed by legislation on contracts for work (the Art 2586 of the Civil Code).
- (6) This contractual relationship shall be governed exclusively by the laws of the Czech Republic. Application of the United Nations Conventions on contracts for the international sale of goods is excluded.
- (7) Any change of the delivery terms and conditions by a verbal agreement is excluded.
- (8) The rights and obligations not specified in detail by these GPTC shall be governed by the provisions of the Act No. 89/2012 Coll., the Civil Code.