

# General Terms and Conditions of Delivery of Goods of Šroubárna a.s.

## 1. PAYMENT

The Buyer undertakes to pay Šroubárna a.s. (hereinafter referred to as the Seller) the agreed purchase price for the Goods under the Purchase Contract on the basis of the tax document (invoice, pre-invoice) of the Seller.

The payment is deemed to have been made if the paid due amount is credited to the account of the Seller in full at its bank and at its free disposal, or if the paid due amount is deposited in cash in the cashier's office of the Seller.

If the Buyer is in default of the payment, the Seller shall be entitled to withhold outstanding deliveries from all purchase contracts with the Buyer without this constituting a breach of contract.

## 2. DELIVERY

The Seller undertakes to deliver the Goods under the Purchase Contract to the Buyer and to transfer to him the title to such Goods at the time of delivery, which shall take place:

### 2.1. By sending the Goods by the Seller at the address set out in paragraph 6 of the Purchase Contract.

The method of dispatching shall be determined by the Seller according to the weight of the shipment. In the case of obvious damage to the shipment at the time of the delivery, the recipient must inform the carrier of this finding when receiving the consignment and receive the consignment only under the conditions of a written damage record, in the form of a damage record or by writing on the delivery note of the carrier. The consignee shall not be obliged to accept the consignment without such a record or if the carrier has refused to make such a record. The separate damage record or the written damage note in the delivery note shall form the basis for the subsequent exercise of the rights of the injured party. If the damage record is not made or the damaged consignment is accepted, any claim shall be disregarded.

### 2.2. By handing over the Goods to the Buyer at the registered office of the Seller

The Buyer shall agree on a date for receipt of the Goods with the Seller at least 3 days before the proposed date for receipt of the Goods. In the event that the Goods are not taken over by the Buyer within the agreed delivery period, the Seller shall have the right to dispatch the Goods at the expense of the Buyer to the address of the Buyer or unilaterally withdraw from the Purchase Contract. The effectiveness of this withdrawal shall take effect on the date of dispatch of the registered letter with the notice of withdrawal to the Buyer. In this case, the Buyer is obliged to pay a penalty of 50% of the agreed purchase price to the Seller. The Seller shall only be obliged to hand over the Goods to a possible authorized representative of the Buyer against a written power of attorney of the Buyer authorizing another person to take possession of the Goods. Unless otherwise expressly agreed between the Buyer and the Seller, delivery of the Goods shall take place at the registered office of the Seller in accordance with this paragraph.

### 2.3. Quantity and date of delivery of the Goods

- a) The Seller may deviate from the agreed quantity upwards and deliver a greater quantity of the Goods by a maximum of +5%. The Seller may deviate from the agreed quantity downwards and deliver a smaller quantity of the Goods according to its production capabilities or not deliver the Goods at all. The permitted quantity deviation does not affect the unit price of the Goods. The tolerance per unit of packaging shall be  $\pm 0.5\%$ . The quantity of the Goods actually delivered shall always be charged.
- b) The delivery term may vary by  $\pm 10$  days. Within this tolerance, the performance shall be considered justified or the Purchase Contract fulfilled.

## 3. TRANSPORT PACKAGING

Unless agreed otherwise, the Goods shall be packed in paper boxes and transported or handed over in the packaging that is determined by the Seller according to the weight of the partial deliveries of the following types:

CODE	TYPE OF PACKAGING	PRICE IN CZK without VAT	PRICE EUR without VAT
V	Wooden palette EUR	500, -	20, -

On a plain wooden pallet, the Goods are fixed with foil, which is invoiced as non-returnable packaging at a price of 100 CZK / 4 EUR without VAT. In the case of express parcel shipments, the Goods are delivered in a hard paper box.

When the Goods are handed over to the Buyer by the Seller, the Goods may also be delivered without packaging on the basis of a mutual agreement.

#### 4. RELEASE OF DELIVERIES

The provisions of ČSN EN ISO 2859-1 - statistical acceptance by comparison using an acceptance plan with defect-free selection (c = 0) shall apply to the release (handover) of deliveries by the manufacturer.

#### 5. OWNERSHIP RIGHT

Title to the Goods, with risk of damage to the Goods, shall pass to the Buyer by the delivery.

#### 6. QUALITY GUARANTEE

The Seller warrants that the delivered Goods will retain the specified or usual characteristics, subject to the storage and expiry conditions of the Goods, and will be free from defects for a period of 24 months from the delivery by the Seller (unless otherwise agreed). The Buyer shall be entitled to make claims for defects in the Goods throughout this period, except for apparent defects, which shall be claimed without undue delay and at the latest within 7 days of the delivery date.

Claims for defects in the Goods must be made in writing. The provisions of ČSN ISO 2859-1 shall apply to the acceptance of deliveries by the Buyer.

Storage conditions of the Goods: temperature 8-30 degrees, maximum humidity 65%. The Goods shall be protected from rain and moisture. Expiry of the Goods:

- parts without surface treatment - 5 days
- blackened parts - 10 days
- Zn-coated parts without passivation - 30 days (discoloration may occur)
- Zn coated parts with passivation - 180 days.

Normal product deliveries are made with PPM500 (excluding inclusions) unless otherwise agreed.

#### 7. PURCHASE ORDERS

Due to material delivery dates and capacities, it is necessary to send purchase orders for production no later than the 15<sup>th</sup> day of the month, i.e. for the production in the following month, with the performance no later than the last working day of the month.

In case of a request of the customer to accelerate the delivery date in a given month, a one-time surcharge of 5,000 CZK, i.e. 200 EUR, will be charged.

#### 8. OTHER RELATIONS

The Contracting parties express their will that, beyond the express provisions of these General Terms and Conditions of Delivery of the Goods or the confirmed purchase order, no rights and obligations shall be implied from the past or future practice established between the Parties or customary practices applicable generally or in the industry relating to the subject matter of the performance. In addition to the foregoing, the parties acknowledge that they are not aware of any custom or practice heretofore established between them.

The Contracting parties have agreed that, within the meaning of Section 1740(3) of the Civil Code, acceptance of an offer to conclude a contract with an amendment or deviation shall not constitute acceptance of an offer to conclude a contract, even if it does not materially alter the terms and conditions of the offer.

In the event that any provision of these General Terms and Conditions of Delivery of the Goods is, becomes or is found to be invalid or unenforceable, the validity and enforceability (to the maximum extent permitted by applicable law) of the remaining provisions of these General Terms and Conditions of Delivery of the Goods shall not be affected. In such event, the Contracting parties undertake to replace such invalid or unenforceable provision with a valid and enforceable

provision which shall, to the fullest extent permitted by law, have the same meaning and effect as was intended by the provision to be replaced.

Neither of the Contracting parties shall be entitled to set off any claim arising out of the delivery of the Goods, or any part thereof, against any other claim of the other Contracting party.

Other relations between the Buyer and the Seller arising from the Purchase Contract shall be governed by the provisions of Act No. 89/2012 Coll., Civil Code.

Validity from 1.2.2023.