

## General Terms and Conditions of the Purchase Contract

Concluded pursuant to Section 2079 et seq. of Act No. 89/2012 Coll., Civil Code

### I. Introductory Provisions

1. These General Terms and Conditions for Purchase Contract (hereinafter referred to as the "GTC") regulate the relationships between the Seller and the Buyer with regard to supply of moveable assets (hereinafter only the "Subject-Matter of the Contract" or "Goods") and form an integral part of the Purchase Contract (the Purchase Contract and the GTC together are hereinafter referred to as the "Contract"). Arrangements made between the Contracting Parties in the Purchase Contract, which are at variance with these GTC, shall take precedence over the provisions of these GTC.

### II. Subject-matter of the Contract

1. The Seller undertakes to deliver the Goods specified in the Purchase Contract to the Buyer, transfer to it ownership rights to the Goods and the Buyer undertakes to accept the Goods and pay the Seller the agreed purchase price.

2. Unless expressly stipulated otherwise in the Purchase Contract, the amount of Goods is agreed to only approximately and the variance must not exceed ten percent of the amount agreed to in the Purchase Contract. The weight of Goods is determined on the Seller's scales.

3. If the supply of Goods is agreed to in the Purchase Contract successively in individual partial supplies rather than in one shipment, the Goods shall be supplied by the Seller in amounts and structure requested by the Buyer in written requests; each such request shall be sent by the Buyer using electronic means of remote communication to the address of the Seller provided in the Purchase Contract at least 10 days before the requested partial supply of Goods, unless stipulated otherwise in the Purchase Contract.

4. The Seller's obligation to deliver the Goods to the Buyer shall be discharged at the moment when the Seller allows the Buyer to take the Goods over; the risk of damage to the Goods passes on the Buyer at this moment as well.

### III. Place of performance

1. The place of performance shall be the premises of the Seller's plant, unless stipulated otherwise in the Purchase Contract. The Purchase Contract may contain supply terms in accordance with INCOTERMS.

2. If a place of performance different from the place stipulated in Article III para.1 of the GTC is agreed to in the Purchase Contract and the Seller uses a third person to transport Goods to such place of performance, the liability of the Seller for delay with the supply of Goods shall be excluded if the Goods were shipped on time with regard to the place and deadline.

3. If the place of performance is the plant of the Seller, the Buyer undertakes for the time when it stays on those premises in relation to the Contract to follow all internal regulations of the Seller published at its website at <http://www.spolana.cz/>, section "Services and the Premises", part "Legislation" or submitted to the Buyer by the Seller prior to accepting the Goods (hereinafter the "Internal regulations of the Seller"). The Seller declares that prior to entering into the Contract it studied internal regulations of the Seller published at the Seller's website according to this provision. To exclude all doubts, the Contracting Parties declare that the version binding for the Buyer shall always be the text of internal regulations of the Seller currently effective at the moment of acceptance of Goods and not only the wording effective on the date of entering into the Contract. If the Buyer uses a third person to take the Goods over, e.g. a carrier, it is obligated to make a contract with the carrier binding the carrier to observe this provision. In the event of breach of any obligation pursuant to this provision or an Internal regulation of the Seller by the Buyer or a third person used by the Buyer to take the Goods over, the Seller is entitled to withdraw from the Contract or to expel the individual who committed that breach from the premises of the Seller's plant and to prevent such person from further entry to the premises; if the Seller applies this right, any rights of the Buyer for compensation of any harm originating from this reason shall be excluded.

### IV. Supply of Goods

1. If the Goods are to be delivered by the Seller in a railway carriage, the Buyer is obligated to treat the carriage in a manner preventing its damage and to return the empty carriage to the carrier for return transport at the latest within 72 hours from handover of the railway carriage by the carrier to the siding of the Buyer, or if the Buyer has no siding, from the moment when the carrier allows the Buyer to unload the Goods from the railway carriage.

2. If the Goods are to be delivered by the Seller in a railway carriage and the Buyer, after taking the railway carriage over, finds out that the railway carriage is damaged, or if the Goods may be unloaded with disproportionate difficulties only or not at all for reasons on the part of the Seller, the Buyer is obligated to immediately inform the Seller using means of electronic remote communication at the address of the Seller provided in the Purchase Contract, providing a description of circumstances and attaching applicable photo documentation and subsequently to follow instructions of the Seller; provisions of Article IX para.3 of the GTC shall not apply.

3. If the Goods are to be delivered by the Seller using a road vehicle, the Buyer is obligated to unload the Goods and to allow the return of the road vehicle within three hours since its arrival to the place of performance at the latest.

4. The Seller is authorized to perform earlier than on performance dates stipulated in the Purchase Contract.

5. A report of the acceptance of Goods shall be written by the Contracting Parties; confirmation of shipping documents in particular shall be deemed to be such report.

### V. Reservation of the right of ownership

1. Pursuant to Section 2132 of Act No. 89/2012 Coll., Civil Code (hereinafter referred to as the "Civil Code"), the Seller reserves the ownership right to the Goods; the Buyer shall become the owner of the Goods only upon the full payment of the purchase price. The Buyer is obliged to dispose with Goods, regardless of whether it is or not processed, as with the property of the Seller until the transfer of ownership to it, particularly to insure Goods against damages and to store it free of any charge separately from other things. The Seller reserves the right to require the Buyer to return the Goods, if it finds out, no matter how, unsatisfactory information about the economic situation of the Buyer, in particular, that the Buyer does not fulfil its pecuniary debts to its creditors; in such a case the Buyer is obliged at its own expenses and risk, and without undue delay to return the Goods to the Seller. If the Seller required the Buyer to return the Goods pursuant to the previous sentence, it is conclusively presumed that the Seller has withdrawn from the contract in the extent corresponding to the quantity of Goods required to be returned.

2. Due to reservation of the right of ownership pursuant to the Article V para. 1 of the GTC, the Contracting Parties agree that the Buyer, since it is not in delay with the performance of its commitments under the Contract, is within the ordinary business relationships entitled to

- process or mix the Goods with the another thing (hereinafter together only as "to process"); for a such case the Contracting Parties agree that processing of the Goods is provided in favour of the Seller but without any obligations of the Seller related to this; shall the right of ownership of the Seller ceased by the processing the Goods, the Seller becomes the co-owner of the things created by the processing of the Goods and the amount of its co-ownership share of such thing corresponds to the value of the Goods processed for the creation of such thing,
- alienated processed or not processed Goods, or
- consume the Goods.

3. The Contracting Parties agree that upon alienation of Goods, including processed Goods, the Buyer assigns to the Seller its entire claim towards the third party buyer, without lapse of the obligation of the Buyer to pay the Seller the purchase price of such Goods; until payment of the purchase price by the Buyer is executed, the Seller is entitled to require from the third party buyer to satisfy the assigned claims in its own name and for its own benefit. If a third party buyer satisfies such claim the obligation of the Buyer to pay the purchase price to the Seller shall expire accordingly and upon that moment the Seller loses the ownership right to the Goods.

4. The Contracting Parties agree that as of the moment of consumption of Goods the Buyer establishes, in order to secure its debt towards the Seller arising out of this Purchase Contract or related herewith, the chattel mortgage in favour of the Seller on the products generated in results of the consumption of Goods, if such is not excluded by the nature of the product itself, in the amount corresponding to the purchase price of consumed Goods. The chattel mortgage having been established extends to things resulting from the processing of products for the production of which the Goods were consumed and continues even after alienation of such things by the Buyer to a third party buyer.

5. The Buyer is obliged to inform a third party buyer to whom he sales the Goods, regardless the Goods are processed or not, or sales the things for the production of which the Goods were consumed, about the reservation on the ownership right as stipulated hereof, about the assignment of receivables as well as about establishment of the chattel mortgage by the Seller under the Purchase Contract, if he finds such information relevant, and other related provisions of this Purchase Contract. The Buyer is also obliged to inform the Seller about the alienation of Goods, regardless processed or not, as well as about the consumption and alienation of things for the production of which the Goods were consumed, providing identification information of a third party to who the Goods or things were alienated (soled), without undue delay when such event occurs.

6. The right of the Buyer to use the processed and/or unprocessed Goods in order to pledge or to otherwise secure his debts towards third parties, in particular, to make it subject to securing transfer of rights etc., is hereby excluded.

### VI. Purchase price and payment terms

1. The purchase price is provided in the Purchase Contract (usually for individual items/measurement units and always in total) in the amount exclusive VAT, unless it follows otherwise from the Purchase Contract.

2. When the method of determining the purchase price is arranged according to a formula using a value that cannot be influenced directly by the Contracting Parties, e.g. the Independent Chemical Information Service (ICIS) index etc., then if the purchase price determined using this method is at any moment during the effectiveness of the Contract at least 10 % lower than the purchase price that could have been determined according to such formula on the day of conclusion of the Contract, the Seller shall be entitled to withdraw from the Contract.

3. The purchase price does not cover possible costs of the Seller related to the shipment of Goods to the Buyer, in particular costs of the shipment of Goods to a place of performance different from the place according to Article III para. 1 of the GTC, unless stipulated otherwise in the Purchase Contract. Costs of the Seller related to the supply of Goods to the Buyer shall be billed by the Seller in a tax document along with the bill for the purchase price and the Buyer shall be obligated to pay such costs. If arranged in the Purchase Contract (e.g. according to an INCOTERMS provision) that the shipping fees shall be paid by the Buyer and the delivery of Goods is secured by the Seller in a railway carriage, the Buyer shall be obligated to pay the Seller a consideration of 15 EUR for each single metric ton of Goods begun.

4. The purchase price shall be billed by the Seller in a tax document - invoice after delivery of the Goods or its part. The Seller shall deliver the invoice to the registered office of the Buyer or using electronic means of remote communication to an address provided for this purpose by the Buyer.

5. Apart from the invoiced purchase price, the Seller shall also bill the value-added tax in the amount arising from legal regulations effective on the taxable supply date; the Buyer is obligated to pay the billed VAT to the Seller.

6. The invoice due term is agreed to in the Purchase Contract; otherwise the term shall be 14 days from the date of issue. If the Buyer is in default with the payment of the purchase price by more than 14 days, the Seller shall be entitled to withdraw from the Contract.

7. If the Purchase Contract arranges an advance payment of the purchase price, such payment shall be due by the end of the calendar month when the respective invoice is issued, unless stipulated otherwise. Unless determined otherwise by the Seller, the Contract shall terminate by neglect of time for making an advance payment for the purchase price.

8. The invoiced purchase price shall be paid by noncash bank transfer to the account of the Seller provided in the invoice.

### VII. Liability for defects

1. At the moment of acceptance of Goods, the Buyer shall be obligated to inspect them and immediately afterwards however, within 7 days at the latest, to report the Seller using electronic means of remote communication to the Seller's address indicated in the Purchase Contract defects; defects that can only be detected using special means, e.g. by laboratory testing, must be reported by the Buyer within 15 days from acceptance of Goods at the latest. The time-limit referred to in Section 2112 para.1 of Civil Code is reduced to two months.

2. If the Buyer assumes that the Goods are defective, it shall be obligated to store the whole shipment to be reported for defects separately from other things before reporting the defect to the Seller, so that the Goods cannot mix with or be polluted by other things or damaged or its packaging cannot suffer any damages; the Buyer shall inform the Seller of this fact and shall proceed according to the Seller's instructions. If the Buyer breaches the obligation pursuant to this provision, the liability of the Seller for defect of Goods shall be excluded.

3. If the Buyer reports defects pursuant to Article VII para. 1 of the GTC, the Seller shall inform the Buyer within 21 days from service of the defect report, no matter whether it acknowledges its liability for defect or not. If the Seller acknowledges its liability for defect, it shall determine without undue delay after the delivery of such notice that:

- It will remove the defect by supply of new Goods free from defects;
- It will remove the defect by supply missing Goods;
- It will provide the Buyer an appropriate discount from the purchase price.

4. Unless agreed otherwise between the Parties in writing, the appropriate purchase price discount pursuant to Article VII para. 3 letter c of the GTC shall be 1 % of the purchase price of the Goods or their defective part.

5. The Buyer is not authorized to refuse performing its obligations to the Seller according to the Contract or on any other legal basis because the Goods are defective.

### VIII. Buyer's declaration

1. If the Buyer is tax payer in the EU and Goods are intended to be delivered to the EU and the parity EXW, FCA, or DAT, DAF / DAP border CZ / EU are applied, the Buyer declares that Goods covered by the

Contract will be transported by the Buyer or an authorized carrier acting on behalf of the Buyer and not by the Buyer's mere customer.

- In the case the Seller becomes a subject to any tax proceedings, the Buyer agrees to promptly provide the Seller with all documents proving that Goods have left the territory of the Czech Republic, and transportation was carried out by the Buyer or an authorized carrier acting on behalf of the Buyer.
- The Buyer is obliged to pay to the Seller all taxes and fees that might be additionally imposed on the Seller in result of the violation of the Buyer's obligation for cooperation set forth in the previous paragraph.
- If the Buyer's is the 3<sup>rd</sup> country contractor (non-EU) and Goods are intended for export, and the parity EXW, FCA or DAF / DAP border CZ / EU are applied, the Buyer declares that Goods covered by the Contract will be transported by the Buyer or an authorized carrier acting on behalf of the Buyer and not by the Buyer's mere customer. The Buyer further declares that he does not have a legal seat and/or establishment within the territory of the Czech Republic.
- In the case the Seller becomes a subject to any tax proceedings, the Buyer agrees to promptly provide the Seller with all documents proving that Goods have left the territory of the European Union, and transportation was carried out by the Buyer or an authorized carrier acting on behalf of the Buyer.
- The Buyer is obliged to pay to the Seller all taxes and fees that might be additionally imposed on the Seller in result of the violation of the Buyer's obligation for cooperation set forth in the previous paragraph.

#### IX. Other Provisions

- If the Buyer is in delay with accepting Goods, the Seller is entitled to store it on its premises or using a third person at the expense and risk of the Buyer. If the Goods are stored at the Seller's, the Buyer shall pay the Seller a consideration for storing amounting to 0,1 EUR excl. VAT for each metric ton of Goods begun and each commenced storage day; if the Goods are stored by a third person, the Buyer shall pay the Seller the storage fee in the amount required by the third person.
- The Buyer shall be authorized to set off mutual claims against claims of the Seller only upon previous written consent of the Seller.
- The Buyer shall not be authorized without prior written consent of the Seller to assign or use claims from the Seller arising from the Contract or in relation to it as a collateral to secure its obligations to any third person.
- Shall the Buyer be in delay with payment of any of its financial debt to the Seller, no matter whether related to the Contract or any other relationship between the Contracting Parties, the Seller shall be entitled to refuse the performance of the Contract until the satisfaction of all its due claims towards the Buyer; on such event the Seller's liability for delay with performing its obligations pursuant to the Contract shall be excluded.
- The Seller is at any moment of the effectiveness of the Contract authorised to request security for its obligations arising from the Contract towards the Buyer. If the Buyer does not provide the security requested by the Seller and the Contracting Parties do not arrange a different method, form or amount of security, the Seller shall be entitled to withdraw from the Contract.
- Any acts, including omissions, of a person used by the Buyer to accept Goods, shall be deemed acts of the Buyer.
- Except for cases when the Goods are to be supplied at the one time, the Seller shall be entitled to terminate the Contract:
  - Upon expiry of six months since the Contract has been concluded with the notice period of 21 days, which shall start running on the date of delivery of the notice of termination to the Buyer; or
  - Upon expiry of three months since the Contract has been concluded without a notice period, if the Seller proves along with the notice of termination that the average price of Goods on the relevant market is at least 10 % higher than the purchase price; the provisions of Article VI para. 2 of the GTC is not affected.
- The Contracting Parties shall be obligated to inform each other of any change of their contact details including a change of the registered office. If they fail to do so, they shall be liable for damage incurred to the other Contracting Party.
- The Buyer assumes the risk of change of circumstances in the sense of Section 1765 para. 2 of the Civil Code.
- The Seller shall be liable for damage it causes to the Buyer in connection with the Contract up to the amount of 5 % of the total purchase price agreed in the Purchase Contract, however up to the maximum amount of 50.000 EUR. The right of the Buyer for damages due to a failure to repay a financial debt of the Seller is excluded. The Seller shall compensate the Buyer only for the actual damage, not for lost profit. The damages shall be paid in money.

#### X. Sanctions

- Shall the Buyer be in delay with accepting the Goods, the Seller shall have the right to charge the Buyer a contractual fine in the amount of 0.5 % of the purchase price for the Goods, with the takeover of which the Buyer is in delay, for each commenced day of such a delay.
- Shall the Buyer be in delay with paying any financial debt to the Seller, the Seller shall have the right to charge the Buyer a contractual fine in the amount of 0.5 % of the due amount for each commenced day of such a delay.
- Shall the Buyer be in delay with submitting an empty railway carriage to the carrier for return transport pursuant to Article IV para. 1 of the GTC, the Seller shall have the right to charge the Buyer a contractual fine in the amount of 35 EUR for each commenced 24 hours of such a delay and for each single railway carriage affected by the delay.
- Shall the Buyer be in delay with unloading Goods and allowing the return of a road vehicle pursuant to Article IV para. 3 of the GTC, the Seller shall have the right to charge the Buyer a contractual fine in the amount of 30 EUR for each commenced hour of such a delay and for each single road vehicle affected by the delay.
- Shall the Buyers breach an obligation pursuant to Article VIII para. 3 of the GTC, the Seller shall have the right to charge the Buyer a contractual fine in the amount of 10 % of each assigned or pledged receivable; for nonmonetary receivable the contractual fine shall be 2.000 EUR.
- Shall the Buyer breach any obligation pursuant to the Purchase Contract or these GTC, the performance of which is not affirmed by any of the above contractual fines, the Seller shall have the right to charge the Buyer a contractual fine of 35 EUR for each single breach of that obligation and each commenced day of duration of such a breach.
- Stipulations related to the contractual fines shall not have any impact on the right to receive compensation for damages incurred with a causal relation to a breach of any obligation affirmed by a contractual fine in its full amount.

#### XI. Force Majeure

- No Contracting Party is liable for a breach of its obligations arising from the Contract if such breach was due to an obstacle that occurred independently of the will of the obligated Party, preventing it from performing its obligations, and if it cannot be reasonably assumed that such Contracting Party foresaw or could foresee such obstacle at the moment of conclusion of the Contract (hereinafter referred to as the "Obstacle Due to Force Majeure") for the period, for which the occurrence of the Obstacle Due to Force Majeure is imminent, as well as for its duration and for a reasonable time to eliminate consequences of the Obstacle Due to Force Majeure. The Obstacle Due to Force Majeure shall cease to exist upon expiry of a reasonable period for eliminating its consequences.
- Obstacles Due to Force Majeure shall mean in particular armed conflicts, war, no matter whether declared or not, invasion of foreign powers, rebellion, terrorism, pirate attacks, revolution, uprising, military or other coup d'état or assumption of power, civil war, riots, revolt or riots, strikes, administrative actions preventing performance such as embargo, plane crash or the crash of other aerial equipment, effects of natural forces and phenomena in particular earthquakes, flood, inundation, fire, explosion, disruptions in supplies of raw materials in virtue of Force Majeure occurred to the third person, as well as unplanned break-downs of production or distribution equipment of contractual party or other damages of such production or distribution equipment.
- The Seller notifies the Buyer that it may be reasonably expected that during the effectiveness of the Contract, the premises of the plant may suffer flood or inundation or other effects of water-based natural forces or phenomena. For reasons provided in the previous sentence, therefore also facts stated in this provision affecting the premises of the Seller, though the Seller might have foreseen them at the moment of the conclusion of the Contract, shall be deemed Obstacles Due to Force Majeure.
- If the Seller is not able to perform and if the subject-matter of the Contract are Goods produced by the Seller, the Seller has no obligation to secure or otherwise get the Goods for the Buyer when an Obstacle Due to Force Majeure is imminent until the moment when such obstacle ceases to exist, e.g. by storing the Goods outside the premises of the Seller's plant or by purchasing the Goods from a third person etc.
- If an Obstacle Due to Force Majeure is imminent, the affected Contracting Party shall notify the other Contracting Party without undue delay after the moment when it becomes aware or could become aware of it. The affected Contracting Party shall notify the other Contracting Party of an emergence of an Obstacle Due to Force Majeure within ten days from its emergence, and if the Obstacle Due to Force Majeure persists no more than ten days, then on the day when it ceases to exist at the latest.
- If the affected Contracting Party fulfils its obligations under Article X para. 5 of the GTC, then all deadlines and periods for performance and application of rights of the Contracting Party affected by the Obstacle Due to Force Majeure shall be suspended at the moment of emergence of the Obstacle Due to Force Majeure, to continue running on the day following the day when the Obstacle Due to Force Majeure ceases to exist and the deadlines for performance agreed or determined for a particular day shall be extended by the duration of the Obstacle Due to Force Majeure.
- If the Obstacle Due to Force Majeure persists for more than 90 days, each Contracting Party is entitled to withdraw from the Contract.

#### XII. Final Provisions

- The rights and obligations of the Contracting Parties arising from the Purchase Contract or related to it shall be governed by the laws of Czech Republic. Application of the United Nations Convention on Contracts for the International Sale of Goods is excluded.
- A failure to exercise any right, entitlement or remedial measure pursuant to the Purchase Contract by any of the Contracting Parties as well as any delay with exercising them shall not be construed as waiver of such rights, entitlements or remedial measures.
- The Contract may be modified in writing only; any modifications made otherwise shall be excluded. Acts made using electronic means of remote communication by exchange of e-mail messages, the attachment of which is a simple electronic copy of a written legal act modifying the Contract signed by authorized representatives of the Contracting Parties, shall be deemed a written form for these purposes.
- The Contract may be withdrawn from or terminated in writing only; for these purposes acts made using means of remote electronic communication, even if signed by a secure electronic signature, shall not be deemed a written form.
- The Contract contains a complete arrangement regarding the subject-matter of the Contract and all requisites that the Contracting Parties should have and wished to arrange and which they deem important for the Contract to be binding. No statement of the Contracting Parties made during negotiations regarding the Contract and no statement made after entering into the Contract may be construed in contradiction to express provisions of the Contract and constitutes no obligation of any of the Parties.
- The content of rights and obligations of the Contracting Parties arising from the Contract shall be construed primarily according to the linguistic expression of individual provisions of the Contract. The intention of an acting person may be taken into account only if not in conflict with the linguistic expression. Only in the event of doubts regarding the meaning of a linguistic expression of individual provisions, other legal rules shall be applied to determine the content of rights and obligations of the Parties.
- The Parties do not wish that any rights and obligations exceeding the explicit provisions of the Contract were deduced from the current or future practice established between the Parties or practices adhered to in general or in the industry related to the subject-matter of the Contract, unless expressly stated in the Purchase Contract or expressly stipulated otherwise by the Contracting Parties. Apart from the above the Parties confirm by entering into the Contract that they are not aware of any business practices established between them so far.
- Wherever the Contract excludes the liability of the Seller for delay, this does not constitute a right of the Buyer for default interest, right for damages, right to withdraw from the Contract or the right for a contractual penalty.
- Should any provision of the Contract be found invalid, ineffective or unenforceable, this shall be without prejudice to the remaining valid, effective and enforceable provisions of the Contract. The Contracting Parties shall seek to replace such provision with a provision that would be valid, effective and enforceable.
- The Contracting Parties agree that the court competent to hear disputes arising from the Purchase Contract or related to it shall be for the first instance the District Court in Mělník if according to legal regulations the competent court of first instance is a District Court or the Regional Court in Prague and if according to legal regulations the competent court of first instance is a Regional Court, unless exclusive jurisdiction of another court applies.
- The Contracting Parties exclude the application of the following provisions of the Civil Code Section 557; Section 1798; Section 1800; Section 1921; Section 1978 para 2; Section 1979; Section 2105 para 2; Section 2106; Section 2107; Section 2108; Section 2110 letter c) and d); Sections 2113 - 2117.