



## GENERAL TERMS OF PURCHASE

of the company **KOH-I-NOOR PONAS s.r.o.**, having its registered office at Starohradská čp. 47, 572 01 Polička, company registration number: 150 35 964, registered in the Commercial Register kept by the Regional Court of Hradec Králové, Section C, inset 1022.

### **Art. I General Provisions**

1. These General Terms of Purchase are an integral part of any contract concluded between the company KOH-I-NOOR PONAS s.r.o. having its registered office at Starohradská čp. 47, 572 01 Polička, company registration number: 150 35 964, registered in the Commercial Register kept by the Regional Court of Hradec Králové, Section C, Inset 1022, as one contracting party in the position of the customer, seller or client (hereinafter referred to as "Buyer") and a person in the position of the supplier, seller or contractor (hereinafter referred to as "Seller").
2. Unless stipulated otherwise in a specific written contract concluded between the Buyer and Seller, the individual provisions of these General Terms of Purchase shall apply.
3. Any contracts, orders, and amendments shall be in writing and shall take effect upon a written confirmation of the other contracting party. Expressions of will made via remote data transfer, particularly per fax or e-mail, are be considered to be a written form in case their contents and author can be determined.
4. The conclusion of the purchase contract or the confirmation of an order establishes the contractual relationship between the Buyer and the Seller.

### **Art. II Terms of Delivery**

1. Unless otherwise agreed in writing, the goods is considered delivered upon its acceptance by the Buyer or by an authorised person in Buyer's headquarters.
2. All deliveries must include a certificate of origin, as well as any other denominations, certificates and documents required by legal regulations. Each delivery shall include a delivery note which must be handed over to the Buyer at the latest upon the receipt of the goods. The Buyer is entitled to refuse the acceptance of a delivery in case it does not include a delivery note.
3. The Seller is obliged to pack and mark the goods as agreed between the contracting parties. The Buyer is entitled to refuse the acceptance of a delivery in case of its apparent damage, or if the Seller fails to pack or mark the delivery as agreed.
4. The risk of damage shall pass to the Buyer upon the delivery of goods.
5. The ownership title shall pass to the Buyer upon the acceptance of goods.

### **Art. III Delivery Dates**

1. The Seller must deliver the goods on the date set forth in the contract. In case the Seller fails to deliver the goods on the required date, the Buyer is entitled to charge the Seller with a contractual penalty in the amount of 1% for each day of delay.
2. The payment of a contractual penalty does not affect the Buyer's right to claim damages.

**Art. IV**  
**Price and Terms of Payment**

1. The purchase price is set between the contracting parties in accordance with the Act No. 526/1990 Sb., On Prices, as amended. The Buyer undertakes to pay the purchase price and VAT in accordance with the statutory rate.
2. The price of goods specified in the contract or in an order is always a fixed price. Unless stated otherwise in the contract, the price includes packaging, shipping and insurance costs.
3. The Seller shall issue an invoice to charge the Buyer with the price for the delivery of goods. The Buyer receives two duplicates of such invoice.  
The invoice must include:
  - identification and number
  - name and address of the Buyer and Seller, their registration number and tax identification number
  - order/ contract number
  - deliverables and the day of delivery, including the delivery note number
  - Seller's bank account
  - price of the goods
  - invoiced amount.
4. The price stated in the invoice shall be paid within 60 from the invoice date, unless otherwise agreed in writing.
5. The Buyer is entitled to return the invoice before the due date, if it contains:
  - incorrect prices
  - incorrect terms
  - or in case some of the required terms is missing.

**Art. V**  
**Liability for Defects and Guarantee**

1. The Seller must deliver the goods in the design, quantity and quality specified by the Buyer and must pack it or prepare it for transport as specified in the contract.
2. In case the Seller commits a breach of these obligations, the delivery can be considered defective and the Buyer is entitled to claim rights arising from a defective performance according to the Sec. 2165 of the Act No. 89/2012 Sb., the Civil Code. The Buyer is entitled to choose the method concerning the removal of defects.
3. The Seller accepts the quality guarantee in the scope of the guarantee period which is, unless stipulated otherwise in writing, 36 months. Providing the quality guarantee does not affect the statutory liability period and does not exclude the possibility to claim rights arising from defects within the period and under the conditions specified by law in case the quality guarantee is shorter than the statutory liability period. The guarantee period and statutory liability period run separately and independently.
4. Upon a written complaint made by the Buyer within the guarantee period, the Seller shall immediately and at his expenses remedy the defects. Provided that such defects are substantial, the Buyer has the right to require replacement of the defective goods in form of a replacement delivery. Any costs incurred thereof shall be borne by the Seller.
5. Provided that the defects occur repeatedly or the Seller fails to remedy them on time, the Buyer has the right to withdraw from the contract and claim damages.
6. In urgent cases, or when the Seller fails to repair the defects on time, the Buyer is entitled to carry out the reparation at Seller's costs or have this repair done by a third party. The warranty obligation of the Seller remains unaffected.

**Art. VI**  
**The Right to Withdraw from the Contract**

1. The Buyer is entitled to withdraw from the contract in case of its substantial breach.  
A substantial breach is considered:
  - breach of quality guarantee provision
  - delay in delivery of goods within the agreed period of time.

**Art. VII**  
**Governing Law and Dispute Resolution**

1. All legal relations arising from commercial contracts concluded between the contracting parties shall be governed by Act No. 89/2012 Sb., the Civil Code.
2. In case the contract will be concluded in different languages, the Czech version of the contract shall prevail in the event of any discrepancy between the contracting parties.
3. The Buyer and Seller have agreed that any disputes should be preferably settled by a mutual agreement. Competent court for any dispute resolution between the Seller and Buyer is the court competent according to the registered seat of the Buyer.

**Art. VIII**  
**Other Provisions**

1. Addresses set forth in the contracts concluded between the parties or addresses communicated in writing to the other party shall be used for service delivery. If one contracting party fails to deliver the service to an address stated by the other contracting party, the day the undelivered service reaches the sender is considered day of delivery, even in the addressee did not learn about this.
2. In case of any conflict between the provisions set forth in the purchase contract and these General Terms of Purchase, the provisions set forth in the purchase contract shall prevail.

**Art. IX**  
**Processing and protection of personal data**

1. Buyer, as a personal data administrator, declares that he protects the personal data of its Sellers in connection with its activity and guarantees its full protection under these terms of business and applicable law. Seller acknowledges that, under the Personal Data Protection Act, he is entitled to:
  - require the Buyer to provide information on the processing of personal data,
  - request the Buyer to access and update or rectify these data,
  - require the Buyer to erase this personal data - this deletion will be made unless it is contrary to the Buyer's legitimate interests,
  - contact the Buyer or the Personal Data Protection Authority if there are any doubts about compliance with the personal data processing requirements.

These General Terms of Purchase shall enter into effect as from 25 May 2018.