

Terms & Conditions.

The general terms and conditions of INAPA s.r.o., Reg. No. 255 18 755, registered office Třebíč, Průmyslová 223, 674 01, recorded in the Commercial Register at the Regional Court in Brno (section C, file 27110), govern the mutual rights and obligations of the seller and the buyer in the sale and distribution of cardboard-packaging and printed products.

— ARTICLE 1 · VALIDITY OF THE TERMS AND CONDITIONS

- 1.1 These terms of INAPA s.r.o. (the „seller“) govern the mutual rights and obligations of the seller as supplier and the buyer as customer in the sale and distribution of cardboard-packaging and printed products (the „goods“) supplied to the buyer, who is an entrepreneur, and are binding for all business dealings.
- 1.2 The terms apply in full unless the seller and the buyer (the „parties“) agree some conditions otherwise in a written contract. Diverging written arrangements take precedence over these terms.
- 1.3 The buyer's terms of business are excluded unless accepted by the seller in writing — even where they would not conflict with the seller's terms. The seller's conduct and performance of contracts do not constitute consent to differing terms.

— ARTICLE 2 · CONCLUSION OF INDIVIDUAL PURCHASE CONTRACTS

- 2.1 An individual purchase contract is concluded when the seller's written offer is accepted in writing by the buyer's order. Offers are issued in response to the buyer's non-binding enquiries.
- 2.2 Electronic form (e-mail) is also deemed written form under clause 2.1, even without a guaranteed electronic signature.
- 2.3 Amendments and/or supplements to purchase contracts must be made in writing, otherwise they are invalid. Written form is also required for the parties to agree they do not insist on this provision.
- 2.4 The subject of the purchase contract is the seller's obligation to deliver the specified goods and transfer ownership, and the buyer's obligation to take delivery and pay the agreed price.

— ARTICLE 3 · PAYMENT TERMS

- 3.1 The price is always agreed in the individual purchase contract. Unless stated otherwise, it is understood net of VAT, which is added to the price.
- 3.2 Unless agreed otherwise, the price does not include any related services, transport, packaging and insurance costs or other costs.
- 3.3 The buyer pays the price on the basis of the seller's tax document (invoice) issued after delivery of the goods or a part thereof.
- 3.4 Invoices are due within 14 days of issue, unless agreed otherwise, to the bank account stated on the document.
- 3.5 The day of payment is the day the amount is credited to the seller's account.
- 3.6 On default in payment the buyer undertakes to pay a contractual penalty of 0.05 % of the amount due for each day of default, even a partial one; the right to compensation exceeding the penalty is not affected.

3.7 On the buyer's default the seller may suspend all performance without falling into delay of delivery. Default longer than 30 days is grounds for the seller to withdraw from the contract.

— ARTICLE 4 · DELIVERY TERMS

- 4.1 Unless agreed otherwise, delivery is made Ex Works under INCOTERMS 2010 (EXW Třebíč), i.e. the place of delivery is the dispatch point at the seller's premises.
- 4.2 International interpretation rules follow „INCOTERMS 2010“ issued by the International Chamber of Commerce in Paris.
- 4.3 The delivery note is proof of delivery; in it the buyer records any defects identified on receipt.
- 4.4 The seller delivers the goods to the designated place within the contractual period. The delivery time is extended by the duration of circumstances excluding the seller's liability.
- 4.5 The risk of damage passes to the buyer on receipt. If the seller carries out transport, the risk passes at the place of delivery (without unloading); the seller has no unloading obligation.
- 4.6 The delivery date is extended by the time the buyer is in default of its contractual obligations.
- 4.7 The buyer must take over the goods and immediately check quantity and type against the delivery note, and any visible damage, recording it in the delivery note.
- 4.8 If the buyer fails to take over the ordered delivery, it must reimburse the costs thereby incurred by the seller.
- 4.9 The seller arranges transport insurance only on the basis of a written agreement, at the buyer's expense.

— ARTICLE 5 · QUANTITY TOLERANCES

Owing to the production technology, the seller may fulfil purchase contracts within the following quantity tolerances:

orders up to 500 units	30 %
orders up to 2,500 units	20 %
orders up to 5,000 units	15 %
orders over 5,000 units	10 %

If the buyer requires an exact number of units, the following surcharges to the agreed price apply:

up to 1,000 units	10 %
1,001 – 2,500 units	8 %
2,501 – 5,000 units	6 %
over 5,000 units	5 %

Even in these cases the seller reserves the right to minor quantity deviations caused by counting errors.

— ARTICLE 6 · LIABILITY FOR DEFECTS

- 5.1 The seller is liable for defects the goods have when the risk of damage passes to the buyer, and for later defects caused by a breach of the seller's obligations.
- 5.2 The buyer must inspect the goods on receipt. By confirming receipt on the delivery note it is deemed that the goods had no visible defects.
- 5.3 Within 60 days of receiving a defect notice the seller informs the buyer in writing whether and to what extent it acknowledges the claim, or remedies the defect within that period.
- 5.4 Notifying defects and asserting claims is not grounds for withholding payment of the price or any part of it.

- 6.1 Ownership of the goods passes to the buyer only on full payment of the price. Until payment the buyer may not legally dispose of the unpaid goods (sell, transfer, process or encumber them).
- 6.2 On transfer of ownership of the goods, ownership of their packaging also passes, together with the obligations under Act No. 477/2001 Coll. (the Packaging Act), in particular take-back and recovery of packaging.
- 6.3 On the buyer's default in payment the seller may reclaim the goods; the buyer shall enable access to them and their immediate return.

— ARTICLE 8 · SET-OFF AND ASSIGNMENT OF RECEIVABLES

- 7.1 Unilateral set-off of the buyer's receivables against the seller's is not permitted unless the buyer's receivable is finally awarded by a court.
- 7.2 The seller may assign its receivables to a third party or use them for financing (factoring); it informs the buyer of any assignment without undue delay.

— ARTICLE 9 · DUTY OF CONFIDENTIALITY

- 8.1 The parties undertake to keep confidential all information provided in performing the contracts, in particular information constituting trade secrets.

— ARTICLE 10 · FINAL PROVISIONS

- 9.1 The provisions on contractual penalties do not affect the right to compensation for damage, including damage exceeding the penalty. The claim remains even after termination of the contract.
- 9.2 These terms and contracts are governed by the law of the Czech Republic, excluding application of the UN Convention on Contracts for the International Sale of Goods.
- 9.3 Invalidation of an individual provision does not render the whole terms invalid; the parties shall replace such a provision with one closest to its purpose.
- 9.4 By submitting an order the buyer confirms its unconditional consent to these terms and conditions.
- 9.5 These general terms and conditions take effect on 1 January 2017.