

GENERAL TERMS AND CONDITIONS OF SALE (GTCS)

DEKMETAL s.r.o.

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1. INTRODUCTORY PROVISIONS

The general terms and conditions of sale by DEKMETAL Ltd. (hereafter: only **GTCS**) form an integral part of the Order Confirmation – a purchase agreement signed by the seller and buyer as entrepreneurs engaged in a business activity (hereafter: only **purchase agreement**). This is valid for all deliveries of goods to the buyer. Where purchase agreement is further mentioned, it is understood to refer to this particular purchase agreement, including all the listed terms and conditions. Those provisions contained in the purchase agreement which differ from the GTCS always take precedence over the GTCS.

The buyer declares on his/her assets that he/she is, without limitations, is able to perform due diligence, and, in particular, is not facing liquidation, financial insolvency or a situation, in which a separate law imposes upon him/her the obligation to file for insolvency (regardless of whether or not such a proposal had been filed or whether insolvency/similar proceedings have been initiated). The buyer further declares that he/she is not an undischarged bankrupt, nor that he/she is a debtor undergoing insolvency proceedings, or that he/she is not subject to the legal seizure of assets or is otherwise forcibly affected or restricted (enforcement of judgment, etc.). The buyer is obligated for the duration of this agreement to inform the seller, in writing and without delay, of the occurrence of either the aforementioned events, or any other event which would have a significant impact on the signing or fulfilling of the agreement. The buyer is further obligated to inform the seller of any change to his/her personal information. Failure to fulfil any of these aforementioned obligations on the part of the buyer will have adverse consequences (e.g., cancellation of delivery, etc.).

The buyer asserts that he/she has a legal personality and is legally competent – sui juris, furthermore that the persons representing him/her are authorized to do so according to the applicable and relevant legal provisions. The buyer is liable for any damages or other harm, which would be caused by possible inaccuracy or falsity of the declarations, made in this paragraph, or by a breach of the obligations listed herein, or any other contractual or statutory obligations, or alternatively by his/her dishonest conduct.

The parties have agreed that any disputes originating from the purchase agreements, or in connection with disputes originating from individual commitments on the basis of purchase agreements, or in connection with them, will be resolved by a court in the seller's jurisdiction, unless otherwise determined in a separate agreement.

2. THE SUBJECT OF THIS PURCHASE AGREEMENT

The subject of purchase agreements signed according to these GTCS is the supply of goods, especially metal products, and services, from the seller's offer (hereafter: **the goods**) to the buyer at a discounted purchase price on the dates and in the amounts specified on the basis of the buyer's orders.

The seller is particularly obliged to deliver the goods to the buyer, and to enable him/her to acquire property rights while the buyer is required to take over the goods and pay the seller their set purchase price. The purchase price is determined within the purchase agreement.

The contractual parties act according to applicable legislation and the principles of private law; unless determined otherwise in their agreements, or in applicable legislation, they fulfill their obligations simultaneously.

The buyer assumes risk of a change in circumstances.

3. DELIVERY AND SUPPLY SCHEDULE

The seller delivers goods to the buyer in the amounts, on specific dates, and under the conditions set out in the purchase agreement and according to the provisions listed in article V.

4. ORDER REQUIREMENTS

An order may be placed in written form only (via regular mail, telefax, electronic mail, etc.). It should contain, in particular, the date, terms of delivery, due date proposal, type and amount of goods to be delivered, alternatively their unit purchase price in the case that it differs from the price list or rebate sheet, and also a reference to the overall price offer. Writing or accounting mistakes are not to the order's detriment, given that its meaning is undisputed. Until the purchase agreement is signed, it is not binding for the seller, but only binds the buyer to his/her offer (purchase agreement proposal). Confirming the order with the emergence of purchase consists of signing a subsequent written purchase agreement, not its receipt and confirmation of it. For orders, which have not been confirmed by a signed purchase agreement, whether in written, electronic or another form, only the type and amount of goods are binding to the seller. Excluded are amendments, reservations, limitations, or other changes on the buyer's side, even if these represented a minor change to the confirmed order, the use and validity of the business conditions of the buyer or a part of them, including the designated subject of the purchase agreement by reference to the extent that they are not contrary to the general business conditions of the contractual parties. Written confirmation by the buyer on content liability, other than in writing, cannot enforce the validity of the deviations captured herein from the actual provisions of the purchase agreement. The contents of a signed purchase agreement are valid for the critical circumstances of delivery. Defects in form can be subsequently remedied on both sides.

5. PURCHASE PRICE

The negotiated purchase price is clearly defined in the purchase agreement. In the event that the parties agree on a price different from the price determined under this paragraph, this agreement must be presented in writing.

The buyer is obliged to pay the price plus VAT according to applicable legislation.

6. TERMS OF PAYMENT

The buyer shall pay the price of the goods plus VAT within the due date set by the purchase agreement (unless the contractual parties determine otherwise in a separate agreement), while the beginning of this period is determined by the date of delivery. The form of payment is by credit transfer to the seller's account indicated on the relevant invoice or a cash payment at any business facility of the seller. The time of payment is considered to be the transaction, which credits a corresponding sum to the seller's account, or inserts corresponding amounts of money into the seller's cash register. After the delivery of goods, the seller is obliged to issue an invoice and either send it, or personally hand the document over to the buyer. Regarding partial fulfillment of order requirements, the seller issues a tax payment receipt only for that portion of the goods which had been delivered. The buyer is not authorized to curtail or withhold any part of the purchase price, regardless of defects, or the option to perform checks on the goods.

In the case that the buyer is not fulfilling his/her financial obligations, the seller may without any further conditions deny his/her own fulfillment of purchase agreements signed with the buyer until all outstanding debts have been settled, and until all obligations on the part of the buyer have been fulfilled, or at least sufficiently secured, including payments not yet due. Furthermore, in such cases, he/she is authorized to withdraw from the contract, while the withdrawal concerns a particular agreement and also all purchase agreements signed with the buyer, which the seller had so far not fulfilled towards the buyer, and in the case that he/she had fulfilled his/her obligations only partially,

withdrawing from the contract applies to the extent that the seller had so far not provided goods/services to the buyer. This right belongs to him/her in the face of any facts relating to the buyer's assets, as listed in article I.

In the case of the buyer delaying payment of his/her financial debt, he/she is obliged to cover any interest on late payments, calculated according to the Regulation EU 2011/7/EU on delays in payment, increased by the 2-T REPO tariff, which had been announced by the Czech National Bank (the ECB tariff applies to any sale in the EU) and relates to each day of delay. The contractual parties confirm and declare that this agreement on the default interest rate fully corresponds to specific circumstances of the case, good industry practices, and established experience of the parties, and that it is not unjust towards either side.

In connection with the sending of notice, or the recovery of outstanding debts, the seller is authorized to monitor any telephone conversations with the buyer, in order to improve communication with customers, and possibly the documentation of meetings held to resolve these claims, to which the buyer expresses his/her explicit consent.

7. TERMS OF DELIVERY AND TRANSFER OF PROPERTY RIGHTS

The warehouses of the seller are the preset place of delivery for the goods. If the parties agree to it, the place of delivery can be a different location within the territory of the Czech Republic. In such a case, the agreement (purchase agreement) must include the transport price according to designated location. The seller is obliged to deliver the goods together with a delivery note, alternatively with other supporting documents. The seller is not obliged to verify the persons, who take over the goods on behalf of the buyer, especially if they do so repeatedly. The buyer is obliged to perform regular checks on the goods delivered, according to delivery notes and accounting documents.

Property rights on the goods are transferred from the seller to the buyer upon completed payment of the purchase price.

In case of breach of responsibility on the part of the buyer to take over the ordered goods, the seller may request from the buyer a contractual fine amounting to purchase price of the uncollected goods (its application or payment has no bearing on the current entitlement to damage claims). This right does not arise in the case of goods, which the seller usually keeps in stock.

8. WARRANTY AND RETURN POLICIES

The seller warrants the goods, depending on the warranty period and according to the conditions of the manufacturer, but at least to the extent given by applicable legislation.

In the event of filing a complaint about the goods, the buyer is obliged to submit an invoice or, alternatively, a verified warranty certificate.

9. OTHER CONDITIONS

The material is delivered in accordance with manufacturing documentation, the company's production standard valid at the time of delivery with specification specified in the price quotation. Quality, dimensions, weight, tolerance and final parameters of the material are defined by the company's production standard and describe in guideline 89/2017 and also in the certificate of the delivered material.

10. FINAL PROVISIONS

The buyer may not, without prior written consent of the seller, leave, transfer, or refer to any third party any of his/her obligations or rights stemming from a contract or its parts; in the case of a referral, the same applies to file claims or an entire contract. The buyer may not, without prior written consent of the seller, add further claims to the seller

against any of his/her own claims. The buyer explicitly declares that the electronic email address stated in the purchase agreement is his/her proper delivery address. The buyer agrees to receiving current business offers via email, perhaps also via SMS text messages. According to special legislation, the buyer is authorized to withdraw this consent at any time by sending a request to the following address: info@dekmetal.cz.

If the buyer acquires confidential information or communication about the seller through the purchase agreement or supply of goods, he/she sees to it that these are not misused, or that they are not disclosed without lawful reason.

The buyer, as a person, for whom papers on taxable transactions or exempt transactions with the right to deduct tax are drafted, thus consents to the use of tax documents (issuing invoices) in electronic form according to law no. 235/2004 Sb., on VAT, as amended.

The parties explicitly agree that all outstanding claims of the buyer, regardless of due date, are rendered payable on the day of filing an insolvency proposal, or upon the buyer entering into liquidation.

In the event that there is a confirmation of the order instead of the buyer after talks with him/her, according to an agreement with him/her, or on the basis of his/her instructions or recommendation to a third party, especially a different member of the buyer's corporation, the buyer commits this third party to fulfill what has been agreed.

The purchase agreement may be amended or supplemented only in written form and only with the exceptions stated in article VI. The agreement is drafted in two identical copies, of which one will go to each contractual party. Contract issues not covered by the agreement are determined by Czech law (for foreign buyers inextricably excluding the use of UN law regarding purchase agreements), and especially by the law no. 89/2012 Sb., the civil code, in full text, given that there is no existing official contract or if a deviation from customary practice is forbidden. By signing the agreement, the buyer confirms that he/she agrees to the conditions listed therein and that these are fully known to him/her as an appendix to the main document. According to the content or its formulation, the contractual conditions do not include such conditions, which might be considered unreasonable or out of the ordinary. Obligations arising from this agreement shall also be a manifestation of the true and free will of the contractual parties, while giving the buyer an option to influence their wording during relevant negotiations.

These GTCS are valid as of 22. 2. 2018.

I have read and agree to the terms and conditions in full...