

GENERAL TERMS AND CONDITIONS

I. SCOPE OF VALIDITY

1. The General Terms and Conditions (hereinafter referred to as the "GTC") of the seller R.O.P. Europe s.r.o., with its registered office at Kvítkovická 1386, 763 61 Napajedla, Company ID: 25321978, apply in their entirety, unless otherwise stipulated in the purchase contract (hereinafter referred to as the "CS"), from the moment of conclusion of the KS.
2. Arrangements different from these GTC are valid if agreed upon by the contracting parties in writing.
3. The GTC are an integral part of the KS, or a bindingly confirmed order concluded between the seller and the buyer.
4. The KS is concluded at the moment of signature by authorized representatives of both parties or at the moment when the seller confirms the delivered order of the buyer in writing (including e-mail).

II. RIGHTS AND OBLIGATIONS OF THE SELLER

1. The Seller is obliged to deliver the item (hereinafter referred to as "goods") to the Buyer in the agreed quantity and design.
2. The Seller is obliged to deliver the agreed documentation to the Buyer.
3. The ownership right to the delivered goods passes to the Buyer upon payment of the purchase price.
4. The Seller is obliged to properly package and label the goods.
5. The Seller shall notify the Buyer when agreeing to the CS of any defects in the goods of which he is aware.
6. The Seller has the right to withdraw from the CS in the event of the Buyer's insolvency or if the Buyer has not fulfilled his previous payable obligations towards the Seller or due to another material breach of contract pursuant to Section 2001 of Act No. 89/2012, Civil Code.

III. RIGHTS AND OBLIGATIONS OF THE BUYER

1. The Buyer is obliged to take over the goods in accordance with PCS / order and pay for the delivered goods in a timely and proper manner the agreed price.
2. The buyer is obliged to submit a confirmation of payment of the purchase price upon the seller's request.
3. The seller reserves the right of ownership to the goods; the buyer becomes the owner of the goods only upon full payment of the purchase price and all related fees.
4. In the case of the buyer's own removal of the goods, the buyer is obliged, after the seller's written notice of the readiness of the goods for collection, to collect the goods within 5 calendar days of the delivery of this written notice, e-mail or fax form.

IV. PRODUCTION TOLERANCES AND DEVIATIONS

1. The buyer acknowledges that, with regard to the technological limits of production, certain tolerances of the parameters of the goods are permissible. A delivery corresponding to the tolerance limits listed below is considered to be a perfect performance and cannot be claimed for these deviations.

The production tolerances are set as follows:

- thickness foil: +/- 10%
- width of bags, blanks: +2 to -5mm
- height of bags, blanks: +/-8mm
- height of blanks over 800mm: +/-15mm

2. The contracted quantity may differ from the actual quantity within +/-10% for PP and within +/-10% for BOPP material unless otherwise specified in the purchase order.

V. PAYMENT TERMS

1. The price of the goods is contractual and is determined by agreement of both parties.

2 The purchase price is payable within 14 days after the issuance of the tax document - invoice, unless otherwise stipulated in the KS. The maturity date begins on the date of issuance of the invoice.

3. In the event of a delay in payment of the purchase price, the Buyer is obliged to pay the Seller contractual interest in the amount of 0.05% of the purchase price for each day of delay.

4. If the invoice does not meet the appropriate requirements prescribed by law, the Buyer is entitled to return the invoice by its due date. The Seller is obliged to correct the invoice; if correction is not possible, he will issue a new invoice with a new due date.

5. In the event of the Buyer's unjustified withdrawal from the contract or partial/total failure to collect the agreed quantity of goods, the Seller is entitled to a contractual penalty in the amount of 30% of the purchase price of the unfulfilled performance. The contractual penalty is payable on the basis of the seller's invoice and its payment does not relieve the buyer of the obligation to compensate the seller for the damage incurred in full.

6. Failure to comply with the payment terms entitles the seller to suspend performance without delay on the part of the seller, or to withdraw from the contract.

7. If the seller withdraws from the contract due to the buyer's failure to comply with the payment terms, the buyer is obliged to pay the seller a contractual penalty of 30% of the total agreed price. The contractual penalty is payable on the basis of the seller's invoice and its payment does not relieve the buyer of the obligation to compensate the seller for the damage incurred in full.

8. The seller is entitled to unilaterally increase the agreed price proportionally if, after the conclusion of this contract, objective events beyond its direct control occur that demonstrably increase the costs of its performance. These events include, in particular, the introduction or increase of customs duties, taxes, import or export fees or other public levies related to the delivery of goods, an increase in

market prices of input commodities, raw materials, energy or transport costs (var. by more than 5% percent) compared to the situation on the date of conclusion of the contract, a change in the exchange rate of the Czech crown against the relevant reference currency (var. by more than 5% percent) compared to the rate announced by the Czech National Bank on the date of conclusion of the contract. The seller is obliged to notify the buyer of the price adjustment in writing (and provide evidence of it upon request) without undue delay, and the increased price becomes valid and effective immediately upon delivery of this notification to the buyer.

VI. DELIVERY TERMS

1. Deliveries of goods are made on the basis of:

- a) an agreement in writing in the purchase contract, where the delivery schedule to the buyer is attached
- b) on the basis of partial orders issued by the buyer, the seller confirms each partial order as proof of consent, all in accordance with the framework purchase contract.

2. The order sent by the buyer must contain the following details:

- a) the size of the ordered goods or material
- b) the quantity of the ordered goods or material
- c) requirements for quality, type of material and other details (ventilation hole, logo printing, etc.)
- d) the required delivery date with the place of delivery, if the seller provides transport
- e) the price according to the KS or based on the seller's offer.

3. The risk of damage passes to the buyer at the moment of receipt of the goods by the buyer.

4. The delivery date is understood as the handover of the goods to the first carrier, unless otherwise agreed in the KS.

5. If the buyer arranges the transport, he is obliged to notify the transport arrangements one day before the loading date.

VII. QUALITY, DEFECTS AND COMPLAINTS OF GOODS

1. The goods are delivered in a quality corresponding to the agreed specifications and production tolerances according to Article IV. of these GTC.

2. The goods are delivered properly packaged and marked with a label indicating the dimensions, quantity and name of the buyer.

3. A delivery that does not meet the agreed qualitative, quantitative, documentary or other agreed requirements may be claimed by the buyer in accordance with the law. The seller is obliged to take a position on the claim within 15 days after delivery of the claim.

4. The buyer has the right to claim quantitative defects and obvious qualitative defects without delay, no later than 7 days from the date of receipt of the goods, hidden defects immediately after their discovery, no later than 6 months after delivery of the goods. The contracting parties agree that

failure to file a claim within these periods will result in the buyer's rights from defective performance lapse.

5. The claim must contain:

- a) name of the claimed goods, date of delivery and number of the delivery note
- b) description of the claimed defect or documentation (photo)
- c) proposed solution, or requirements of the buyer
- d) quantity of defective goods
- e) production / descriptive label from the claimed goods

VIII. PROTECTION OF TRADE SECRETS

1. The Seller and the Buyer are obliged to treat contracts and orders, all commercial and technical specifications as trade secrets. The Buyer is obliged to ensure that information relating to the business case does not reach third parties without the written consent of the Seller and cannot be misused.

IX. DISPUTES

1. All disputes arising from and in connection with this contract will be finally settled by the Arbitration Court at the Economic Chamber of the Czech Republic and the Agrarian Chamber of the Czech Republic according to its Rules by one arbitrator appointed by the Chairman of the Arbitration Court

R.O.P. EUROPE, s.r.o.