

TOPCORE service s.r.o.
General Terms and Conditions

I. Scope and Definition of Terms

1. These terms and conditions (hereinafter the “Terms and Conditions”) of TOPCORE service s.r.o., business ID number: 01623303; Registered office: Dolní Sklenov 158, 739 46 Hukvaldy, Czech Republic; Registered in the Commercial Register maintained by the Regional Court in Ostrava, section C, entry 56280 (hereinafter the “Seller”)

govern, in accordance with Section 1751(1) of Act No. 89/2012 Coll., the Civil Code (hereinafter the “Civil Code”), the parties’ rights and duties arising in connection with or based on a purchase or other contract concluded between the Seller and another natural person or legal entity

(hereinafter the “Buyer”).

2. These General Terms and Conditions of the Seller (hereinafter the “GTC”) apply to all legal and factual acts between the Seller and the Buyer arising in connection with or based on a contract between the Seller and the Buyer, in particular to all price offers, price lists, offers of goods and services, order confirmations, deliveries of tangible and intangible property and performance (work output, services or other performance) rendered by the Seller and to all requests for offers of goods or services, price offers and orders placed by the Buyer. The Seller and the Buyer agree that any general terms and conditions of the Buyer do not apply to legal and factual acts between them and their application to the relations between the Seller and the Buyer is expressly excluded.

3. Provisions derogating from these General Terms and Conditions can be agreed in the contract. Derogating provisions in the contract will prevail over the provisions of these Terms and Conditions. The provisions of the Terms and Conditions are an integral part of the contract.

4. The Seller and the Buyer are hereinafter referred to separately as a “Party” or collectively as the “Parties”.

5. For the purposes of these GTC, “Goods” includes all tangible or intangible items and any performance (work output, services or other performance) rendered by the Seller.

II. Conclusion and Content of Contract

1. A binding contract comes into being upon confirmation of a written or electronic order by the Seller and with its consent, or if this does not occur, by delivery or performance by the Seller. The Seller reserves the right not to accept an order, in particular if it does not contain all the necessary data (in particular the type and quantity of the Goods or performance required, the method and place of delivery, the required delivery date).

The order confirmation must include:

- the Seller’s business name, registered office and tax ID number;
- the Buyer’s business name, registered office and tax ID number;
- the designation and quantity of the Goods;

- the unit price;
- the total price of the offer in accordance with the valid price list;
- the shipping date for the Buyer;
- a reference to the Seller's GTC;
- OPTION: delivery condition, payment terms.

The Seller reserves the right to specify partial changes to an order in relation to production capacity.

2. The Seller further reserves the right to change or cancel an order already accepted (withdrawal from the contract) at any time in the event of circumstances outside the Seller's control and not dependent on its will that make it impossible or substantially more difficult for the Seller to provide performance under the Buyer's order, as well as in the event of force majeure pursuant to Article VII(5) of these GTC, or when in the time between the conclusion of the contract and performance there is an unexpected increase in the price of inputs (price of materials, performance, etc.) necessary for the Seller's performance under the contract.

3. An individual purchase contract comes into being if the Seller confirms the Buyer's order in writing, by a deadline agreed by the Parties. Confirmation of the Buyer's order becomes effective when the Seller's consent to the content of the order reaches the Buyer. If the Seller makes a change to the Buyer's order, the Buyer is obliged to confirm or reject the change within 24 hours of the delivery of the changed order. If the Buyer does not comment on the order confirmation (purchase contract) sent including any changes within 24 hours, the content of the order is considered confirmed by the Buyer.

4. The subject of the order is only the Goods explicitly stated and specified in the order/purchase contract/order confirmation.

III. Delivery Terms and Conditions

1. The Seller undertakes to make sufficient efforts to meet the agreed delivery times. The delivery time of the products depends on the manufacturer's delivery terms and conditions, determined by agreement and in accordance with the type of transport chosen. The Parties agree that costs associated with a delay or failure of delivery not caused by the Seller are to be borne by the Buyer and are paid by it.

2. In the event that the agreed delivery time cannot be met due to force majeure or other objective reasons, e.g. production capacity, machinery failure, the Seller is obliged to notify the Buyer without undue delay of the change to the delivery time, where delivery of the Goods by such new time is considered to be due performance of the Seller's obligation

3. Liability for any damage to the Goods is transferred from the Seller to the Buyer at the moment the Buyer or its representative signs the delivery note or CMR document (international bill of lading). The Seller warrants that by this time the Goods will be ready for collection and will fully comply with the agreed specifications, both qualitative and quantitative. In the event that damage to the Goods is discovered after the CMR document is signed, the liability for such damage, including any associated financial consequences, passes to the Buyer.

4. The Seller warrants that the Goods meet the current specifications at the time of delivery, are manufactured, packaged and labelled in accordance with the laws in force at the place of manufacture and are free from any legal burdens.
5. Storage conditions are determined by the data sheet.
6. The Buyer is obliged to take delivery of the Goods by the agreed date and confirm their receipt in writing in the delivery note or handover record. The Seller is also entitled to deliver the Goods before the agreed date.
7. If the Buyer fails to take delivery of the Goods within 5 (five) working days of the date of delivery, the Seller is entitled to store the Goods at the Buyer's expense and risk, where the storage costs the Buyer is obliged to pay to the Seller are agreed at the rate of 0.1% of the price of the Goods for each day of storage. If the Buyer fails to take delivery of the Goods within a specified additional period of at least 5 (five) days, the Seller is entitled to withdraw from the contract without further action and to bill the Buyer, in addition to compensation for damages and storage costs, a contractual penalty of 15% (fifteen percent) of the total purchase price, where the Buyer is obliged to pay the relevant amounts without delay after the Seller bills them.

IV. Reservation of Title, Risk of Damage

1. The Buyer acquires title to the Goods (products, results of the Seller's material activities) only upon full payment of the purchase price under the purchase contract or full payment for other agreed performance from another type of contract concluded between the Seller and the Buyer (e.g. a contract for work, etc.).
2. The risk of damage to the Goods passes to the Buyer: (a) upon delivery of the Goods to the Buyer, or (b) upon delivery to the first carrier for carriage of the Goods to the Buyer.

V. Price and Payment Terms and Conditions

1. The price payable by the Buyer is the price set out in the order confirmation or on the Seller's invoice. First deliveries are always paid for in advance; a different due date can subsequently be agreed. The Seller reserves the right to increase the price at any time prior to delivery or performance based on circumstances outside the Seller's control. Delivery terms are EXW Moravská Třebová, INCOTERMS 2020, unless otherwise stated in the order confirmation by the Seller. The due date is agreed individually, unless otherwise stated in the corresponding order confirmation or invoice. The purchase price must be paid before delivery of the Goods, unless otherwise specified in the order. Unless otherwise specified, the price is payable within 14 days.
2. If the Buyer defaults on payment of the price for the Goods to the Seller, the Seller has the right to withhold unmade deliveries under all concluded and unperformed contracts with the Buyer and to withdraw from concluded contracts with the Buyer after a previous reminder of default on the payment, without this act being considered a breach of its duty.
3. The Buyer's liability is settled when the Seller's account is credited with the relevant amount.
4. If the Buyer defaults on payment of the purchase price, it is obliged to pay the Seller a contractual penalty of 0.05% of the amount due for each day of delay that commences.

VI. Warranties

1. The Buyer is obliged to inspect the Goods or other performance immediately by personal examination upon acceptance of the Goods or other performance by the Seller. The Seller is not liable for obvious defects in the Goods or performance that the Buyer should and could have ascertained upon acceptance of the Goods or performance, but no later than two working days after the date of delivery, and that should have been complained about within the same period without undue delay.
2. The Buyer is entitled to complain about hidden defects in the Goods or performance during the period for which a quality warranty is provided. If a quality warranty is not provided, the general period of the Seller's liability for hidden defects in the Goods or performance under the law applies.
3. The Seller provides the Buyer with a warranty for the quality of the Goods or other deliveries to the same extent as the Seller's supplier provides a quality warranty. The warranty term is specified in the individual data sheets for the Goods, if data sheets for the Goods are issued.
If no quality warranty is given, the Seller's general liability for performance under the Civil Code applies.
4. A complaint must always be made by the Buyer in writing, by properly filling in the Seller's complaint record, otherwise it is regarded as not having been properly made. The form for a complaint record is available on request from the Seller.
5. The Seller has the right, at its sole discretion, to inspect the Goods or performance complained about or have them/it inspected at the Buyer's premises and/or ask the Buyer to send the Goods complained about to the Seller within a reasonable time. The Buyer will appropriately keep Goods complained about separate from other Goods in their original condition and will not use them. Storage conditions are determined by the data sheet.
6. Any claims of the Buyer under liability for defects in the Goods or other performance cease immediately after Goods delivered are mixed with other Goods or used in the production process of the Buyer or Buyer's customers. For the purposes of these GTC, "Claims" means any Claims, demands, pleas, actions, proceedings, judgments, court decisions, compensation, losses, costs, expenses, fines, penalties, costs of legal proceedings, reasonable attorneys' fees, Claims for material and non-material detriment and any other liabilities.
7. If a complaint is justified, the Buyer's Claims under liability for defects in Goods or performance will be settled by the Seller in accordance with the Civil Code, but preferably by correcting the defect by repair, if possible. Otherwise, in the event of a material breach of the contract due to a defect in the Goods or performance, the Buyer is entitled, in addition to the right to a repair, to withdraw from the contract, to have a defective item replaced by a non-defective one, to a discount on the price or to delivery of missing Goods. In the event of a non-material breach of contract, the Buyer has the right to a repair, a discount or delivery of missing Goods.
8. In general, the Seller is liable for any damage incurred by the Buyer as a result of or in connection with deliveries of Goods under these GTC up to no more than the price of the Goods delivered, but only if none of the circumstances precluding the Seller's liability applies and only if the price of the Goods delivered has been paid.
9. Unless the Seller causes damage by gross negligence or intentional misconduct, in no event will the Seller, its affiliates, cooperating persons, subcontractors or their employees and directors be liable for any direct, indirect, incidental or consequential damage, loss of profits, lost opportunities

or revenue, reputational damage or any other damage, whether as a result of breach of contract, breach of representations and warranties, torts or otherwise.

VII. Other Provisions

1. The Seller provides technical service and professional training for customers on request. The Buyer is obliged to familiarize itself with and follow the instructions in the product data sheet. The Seller provides the necessary knowledge and skills for optimal use of its products, but the ultimate responsibility for the correct use of the products lies with the Buyer.

2. The Buyer may not use any trademarks (including, without limitation, trade names, logos, etc.) in connection with further processing or other use of the Goods (including transfer to another container, packaging, mixture, etc.) to which the Seller in no way contributes. Any further possible use of such designation is permitted only with the prior written consent of the owner of such designations.

3. The Buyer is obliged to keep a complete and accurate record of all quantities of purchased products and their use. This duty includes maintaining such records as may be necessary to monitor the Goods and ensure their correct and safe use. In the event that any governmental or other competent authority, or the Seller itself, issues an order to withdraw or remove the Goods from circulation, or wishes to communicate any information regarding the Goods to the market, the Buyer will provide the Seller with full cooperation based on the Seller's instructions.

This cooperation includes:

a) immediate contact with third-party users designated by the Seller who have received the Goods or made products containing the Goods (hereinafter the "Users") from the Buyer;

b) immediate communication of any information or instructions from the Seller to such Users;

c) ensuring the removal of all Goods or products made containing the Goods from the Buyer's and User's inventories and/or organizing their withdrawal, and disposal of the removed Goods in accordance with regulations and safety standards. The Buyer undertakes to take these steps in order to protect public health, safety and in accordance with legal and regulatory requirements.

4. The Buyer undertakes to maintain confidentiality about the contract's existence and any information transmitted to it under the contract and/or prior to its conclusion (including, but not limited to, information about offers, prices, financial information, market information, customer data, employee data, production and technical information and know-how) until the end of the contract term and for a subsequent period of 5 (five) years, unless otherwise provided by law.

5. Non-performance, poor performance or delayed performance by the Seller will be excused if performance is impossible, prevented or delayed due to a case of force majeure, governmental regulation or change in circumstances outside the Seller's control (e.g. war and military activity, revolution, act of terrorism, strike, environmental disaster, geological consequences, epidemic, pandemic, implementation of new economic restrictions/sanctions, economic collapse, currency collapse, non-performance, poor performance or delayed performance by the Seller's own suppliers, service providers and sub-suppliers, fire, explosions, infrastructure collapse, cyber incidents or attacks, IT systems failure, outages/deficiencies of any kind, etc.).

VIII. Final Provisions

1. Assignment: The Buyer is not entitled to assign any Claims and liabilities arising from the contract without the other Party's prior written consent.
2. Changes and modifications: Any changes and/or modifications to the contract, including this paragraph, will be valid if made in writing and accompanied by the Parties' signatures, provided that the Parties exchange the signed documents either physically or electronically.
3. Salvage clause: If any provision of the contract is held to be unenforceable or inconsistent with applicable laws, then such invalid or unenforceable provision will be replaced by a provision that achieves, to the maximum extent possible, the original economic purpose of such provision in a valid and enforceable manner, and the remainder of the contract remains binding on the Parties. This provision applies, as appropriate, even if the contract is incomplete.
4. Compliance with trade control acts: The Buyer undertakes that in connection with the use of the Goods (including their end-use) and the performance of the contract, the Buyer and entities it controls will, at all times, comply with all applicable laws, rules and regulations in all relevant jurisdictions including those relating to product safety legislation and the export and import of Goods, including economic sanctions and embargoes imposed by the United Nations and other international and national bodies (hereinafter referred to jointly as the "Regulations"). The Buyer is released from its obligations to deliver/perform in the event that it would violate such Regulations by making such deliveries or performance.
5. These GTC and the general business relations between the Seller and the Buyer are governed by the applicable legal order in accordance with the Seller's registered office, i.e. the substantive and procedural law of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code, excluding the provisions of conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).
6. The competent court for resolving all disputes between the Seller and the Buyer is the court of the Czech Republic in whose district the Seller has its registered office. Subject to the preceding sentence, the court of the Czech Republic competent in terms of material remit and location will have exclusive jurisdiction, unless the Seller commences legal proceedings for outstanding payments before the competent court in accordance with the Buyer's registered office.
7. In the event of any discrepancies between the text of this document in two languages, the Czech language version will prevail.

In Hukvaldy on 28th February 2025

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