



UNION LESNÍ BRÁNA, a.s.

Novosedlická 248, Pozorka; 417 03 Dubí

infoline: +420 417 800 111

Companies Register Reference Number: B 56, KS Ústí nad Labem

Internet: www.rotaflex.cz

TERMS & CONDITIONS

issued by

UNION LESNÍ BRÁNA, a.s.

The Terms and Conditions (hereinafter referred to as "T&Cs") apply to all relations arising between the contracting parties in connection with the supply of goods, deliverables and other performances (including technical advice) provided by UNION LESNÍ BRÁNA, a.s. (hereinafter referred to as the "Seller"), under the framework purchase contract or a purchase contract (hereinafter referred to as "PC") to be concluded with the Buyer, unless otherwise agreed between the Seller and the Buyer in the concluded PC and/or unless the regulation thereof is absent from a concluded PC. A modified regulation of the matters covered by these T&Cs requires a written form to apply.

Pursuant to Section 1751 of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "Civil Code"), as amended, these T&Cs shall apply as part of the contractual arrangement in matters not regulated by the PC, even if the PC does not expressly refer to these T&Cs.

If any contractual relationship is not regulated by these T&Cs, the provisions of the relevant Czech law, in particular those of the Civil Code, as amended (Act No. 89/2012 Coll.) shall be applied to the matter.

The T&Cs are an integral part of any concluded PC.

Any divergent arrangements under the PC shall prevail over the provisions of the T&Cs.

The Buyer acknowledges these T&Cs as binding for all performances to be provided under the PC and excludes the application of their own terms and conditions of purchase.

The Seller is required to appropriately present the contents of the T&Cs to the Buyer.

I. Contract formation

1. The Seller's offers are not binding unless expressly stated otherwise.
2. To apply, all contracts, agreements and representations are required to be made in writing, and acceptance by the Seller must be effected by a person authorised to act for and bind the Seller, or by an authorised agent of the Seller acting under a power of attorney.
3. The purchase of goods by the Buyer from the Seller shall take place against orders addressed by the Buyer to the Seller, which have been accepted (approved) by the Seller. An order for a specific delivery of goods must be placed by the Buyer in writing and delivered to the Seller, either as a shipment by a postal service provider to the Seller's address listed in the heading of this T&Cs, or preferably by e-mail to the Seller's electronic address: maternova@rotaflex.cz.
4. Each order must be dated and include: the order number, indication of the company, tax ID number and registered office of the Buyer, contact details of the person acting for the Buyer and specification of the goods ordered, the quantity of goods, the packaging of the goods to be delivered, the method of transport (transport to be arranged by the Buyer or Seller), the exact place of delivery (unless it is the Buyer's registered office listed in the heading of this contract and the transport is to be arranged by the Seller), the required delivery date. The order must also state the name of the person who issued it.
5. Deliveries of goods will be made on the date specified in the order received by the Seller, or as agreed between the Buyer and the Seller.
6. The Buyer shall order the goods using the names and designations of the Seller, in complete quantities of packaging and on non-returnable pallets provided by the Seller.



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7. The Seller shall confirm or otherwise process the Buyer's order without undue delay, usually within 3 (three) working days of the date of delivery of the order of the goods of the client (Buyer of the goods).
8. The Seller shall confirm the order to the Buyer by a message sent to the electronic address (e-mail) specified in the order or agreed in the PC.
9. The Seller reserves the right not to confirm the order and not to deliver the goods that they would not be able to deliver for capacity, technical or organisational reasons or because of impossibility of performance due to *vis major* (for which the Seller is not responsible).
10. The Buyer shall not become entitled to delivery of the goods indicated in an order that has not been accepted or to which the Seller has not responded.
11. The Seller also reserves the right not to deliver goods due to ambiguity and vagueness of the order or on the basis of an order that does not have the essentials agreed under this contract, unless the parties have agreed otherwise in advance on the essentials of any specific contract.
12. An acceptance by the Seller with additions or deviations that do not materially alter the terms of the order placed by the Buyer shall also constitute proper acceptance of an order.
13. The Buyer acknowledges and expressly agrees that in the event of withdrawal from an order after the latter has been confirmed by the Seller, the Buyer is required to accept the ordered goods and pay the purchase price, unless the parties agree otherwise in writing.
14. Under an accepted order, the Seller undertakes to deliver the goods to the Buyer within the agreed time limit.
15. If the method of transport of the goods between the Seller and the Buyer is not agreed in the PC, the Buyer is required to determine the method of transport at the time of placing the order at the latest. The Seller shall confirm the method of transport (the carrier) together with the order acceptance. If the Buyer arranges the transport of the goods themselves, they are required to ensure that the carrier follows the instructions relating to the loading and transport of the goods from the Seller's headquarters (in particular the working hours for the issue and loading of the goods). If the Seller has not undertaken to do so in the PC, they shall arrange or provide for the transport of the ordered goods exclusively against the Buyer's express request stated in the order.
16. A PC concluded on the basis of the Buyer's order is deemed to have been formed:
 - a) on the date of its signature by the Seller, unless the contract modifies the Buyer's requirements as contained in the submitted order to which the contract refers. In such a case, the contract shall be deemed to be formed on the date of the Buyer's order confirmation and its validity is contingent upon the return of a signed copy.
 - b) on the date of its signature by both parties where the contract changes the requirements of the Buyer expressed in their order. The date of contract formation is the date on which the seller receives a draft contract signed by the Buyer. The draft contract must be confirmed by the Buyer within 3 working days of receipt. Within this time limit, the acceptance of the offer must be delivered to the Seller.
 - c) if the draft contract is accepted by the Buyer in such a way that the acceptance reaches the Seller after the lapse of the aforementioned time limit of 3 working days, the contract is deemed to have been formed as long as the Seller notifies the Buyer within 2 working days of receipt of the acceptance that they consider the contract to have been formed.

II. Purchase price

1. Unless otherwise agreed between the Seller and the Buyer in the PC, the purchase price shall be the price of the goods set by the Seller in the price list as in force on the date of delivery of the goods.
2. The price is inclusive of the packaging in which the goods are usually delivered.
3. Unless otherwise agreed in the PC, the price includes the cost of loading the goods onto the vehicle and the cost of transport within the Czech Republic. The cost of unloading the goods from the



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vehicle, taxes, fees, and other charges levied in the territory of the Seller's registered office shall be borne by the Buyer.

4. The Buyer acknowledges that the Seller reserves the right to unilaterally revise the prices of the goods during the term of the PC, even without giving reasons. If the Seller changes the price of any goods during the validity period of the price list, he is in any case obliged to notify the price change 30 (in words thirty) days before the day when the new price comes into force. The price increase also applies to orders approved by the Seller and not executed at the date of the revision; if the Buyer does not agree to the price increase, they shall have the right to withdraw from the order within 5 (five) days of the date on which the price revision was made public. If the buyer does not use the mentioned options, it is considered that he agrees to the price increase.
5. If the Buyer orders additional goods after the price revision has taken effect, they are deemed to agree to the price revision without reservation.

III. Parties' rights and duties

1. The Seller is required to deliver the goods to the Buyer properly, on time, in the agreed quantity, at the required quality standard and with the documents relating to them and enable the Buyer to acquire the right of ownership to them.
2. The Buyer is required to take all the acts necessary for the goods to be delivered by the Seller, take delivery of the goods and pay the Seller the price of the goods.

V. Term of performance

1. The Seller is required to deliver the goods: within the time limit for delivery specified in the PC, on any day during that period, unless a specific delivery date is set in the PC.
2. The time limit for delivery starts: on the date of contract formation, or on the day the Buyer fulfils their duty agreed between the parties prior to delivery of the goods (e.g. submission of the necessary documents, payment of a deposit, securing the payment of the purchase price).
3. The time limit for delivery is met if on the last day of the period the goods are delivered to the Buyer at the place stipulated as the place of performance in the PC or if the goods are transmitted to the first carrier for transport to the Buyer insofar as the Seller is required to ship the goods, or if Buyer is allowed to dispose of the goods at the place where the Seller has its registered office.
4. If the Buyer is late paying for any delivery or a part thereof, the Seller shall have the right, even without prior notice to the Buyer, to suspend further deliveries of the goods without being late with the performance of its duties under a concluded PC or these T&Cs.
5. Unless early or partial performance is excluded by the PC, the Seller may perform before the specified time or may provide partial performance.

V. Method of performance

1. Unless otherwise agreed under the PC, the Seller shall fulfil the duty to deliver the goods to the Buyer by transmitting the goods over to the Buyer at the place where the goods are to be delivered under the PC, or by transmitting them to the first carrier for transport to the place of destination specified in the PC, or by allowing the Buyer to dispose of the goods at the place where the Seller has its registered office.
2. If the Buyer refuses to accept the goods or if at the time of performance they otherwise prevent the Seller from fulfilling the duty to deliver the goods, the Seller is entitled to fulfil the duty under the PC by placing the goods in storage at a warehouse at the Buyer's expense. In such a case, the Seller shall fulfil the duty to deliver the goods by sending the notice of storage of the goods and the fiscal receipt (invoice) to the Buyer. The Seller is required to transmit the goods placed in storage to the Buyer or to the carrier for transport to the Buyer, within 5 days of the Buyer requesting the delivery



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of the goods and providing proof of payment of the price of the goods and the usual storage costs incurred by the Seller.

VI. Place of performance

The Seller is required to deliver the goods at the place of its registered office at: Pozorka, Dubí, Novosedlická 248 unless the PC stipulates otherwise.

VII. Payment of the purchase price (terms of payment)

1. Unless otherwise stipulated in the PC, the Buyer is required to pay the purchase price of the goods once the Seller allows the Buyer to dispose of the goods or the documents that allow the Buyer to dispose of the goods.
2. The duty to pay the purchase price arises once the goods are transmitted to the buyer or to the first carrier for transport to the place of destination, or once the Seller notifies the Buyer that the goods have been placed in storage.
3. The Buyer is required to pay the purchase price within the payment term agreed under the PC. If no due date is agreed under the PC, the payment shall be due within the time limit specified in the fiscal receipt (invoice), and if no due date is specified in the invoice it shall be due immediately after the Seller's call to the Buyer.
4. If the Buyer is late paying the price of the goods, the Buyer is required to pay the Seller a contractual penalty equivalent to 0.1% of the amount due for each day of delay until full payment is made, which is without prejudice to the Seller's right to claim actual damages in full.
5. If, at the agreed time of delivery of the goods, the Buyer is late meeting any payment or other duties, including those under any previous relationships, the Seller may refuse to deliver of the goods, require advance payment or a guarantee of the future payment of the the price of the goods. If the Buyer fails to comply with the Seller's request within the time limit set by the Seller, the Seller may withdraw from the PC entered into and claim damages.

VIII. Acquisition of the right of ownership to the goods

1. The Buyer shall acquire the right of ownership to the goods upon receipt of the goods from the Seller in the manner agreed under the PC, unless otherwise agreed between the Seller and the Buyer under the PC (retention of title).
2. Unless otherwise stipulated in the PC, if the Buyer is late paying the purchase price, the Seller may prohibit the Buyer from using the goods or, where possible, take the goods back from the Buyer.
3. The Buyer may resell the goods to which the retention of title applies. The claims arising from such a sale shall pass to the Seller.

IX. Risk of damage to the goods

1. The provisions of Sections 2121 to 2125 of the Civil Code shall be applied to the transfer of the risk of damage to the goods. Consequently, the risk of damage shall pass to the Buyer upon receipt of the goods, or at the time the Seller allows the Buyer to dispose of the goods, and if the Seller is required to ship the goods, at the time the goods are transmitted to the first carrier for transport to the Buyer.
2. Damage to the goods that occurs after the risk has passed to the Buyer shall be without prejudice to the Buyer's obligation to pay the purchase price.

X. Quality, product defect liability

1. Unless otherwise agreed by the parties under the concluded PC, or if the PC is silent on the matter, the Seller's liability for defects in the goods and for the goods' quality (as well as the procedure for dealing with the Buyer's claims) shall be governed by the *Complaints Code of UNION LESNÍ BRÁNA, a.s.*, which forms an integral part of these T&Cs.



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2. The costs of the complaint procedure shall be borne by the unsuccessful party.

XI. Packaging, storage and handling of goods

1. The Seller is required to deliver the goods in PE packaging and condition the goods for transport in a manner that is customary in the course of business for the same or similar goods.
2. The goods shall be ready for transport on non-returnable, disposable pallets that allow safe handling and storage.
3. If the goods are to be delivered in packaging or with the Buyer's marking and the Seller has not undertaken in the PC to provide such packaging for the Buyer itself, such packaging or marking must be delivered to the Seller's production facility no later than 10 days before the production date, which shall be communicated by the Seller to the Buyer no later than at the time it approves the placed order, unless otherwise agreed in the PC.
4. The goods must be stored and handled by the Buyer in the manner recommended by the Seller, in particular in dry warehouses (unless storage outdoors is expressly permitted), in a non-aggressive environment and at a height of up to 2 metres, excluding the possibility of mechanical damage both during storage and handling.
5. A demonstrable violation of the rules of storage and handling of the goods may be grounds for refusal of performance under the Seller's warranty, or for rejection of the claimed defects.

XII. Documents relating to the goods

1. The document necessary for the acceptance and use of the goods is the Seller's delivery note, which contains in particular the name of the Buyer including the place of delivery of the goods, the order number or the number of the PC, the trade designation of the goods and their numerical designation according to the Seller's code book and signature of the Seller's agent.
2. The Seller shall provide the Buyer with additional documents for the goods as specified by the PC, relevant legal and technical standards, in written form, unless the same have been published on the Seller's website at: www.rotaflex.cz.

XIII. Force majeure

1. The Seller shall not be in default in the performance of its duties if the delay has been caused by force majeure circumstances, such as mobilisation, war, official orders, natural disasters, fire, strikes or other circumstances of an unavoidable and unforeseeable nature, including those that occurred with the Seller's suppliers or their subcontractors, at the time of performance of the PC and which made its performance impossible.
2. If the Seller is unable to fulfil their duties due to force majeure, they are required to inform the other party immediately in writing.
3. The time limit for performance of the Seller's duty shall be extended by the duration of the force majeure event and a reasonable production start-up period, without the Buyer being entitled to withdraw from the contract. If the delivery of the goods or services has become impossible or impracticable for the Seller due to an obstacle, the Seller may withdraw from the contract.
4. If the force majeure event lasts longer than 6 months, either party may withdraw from the contract.

XIV. Miscellaneous

1. Goods delivered by the Seller are intended for distribution in the territory of the Buyer's country of registration unless otherwise agreed under the PC. Any re-export from this territory is prohibited and the Buyer shall be liable to the Seller in full for any damage caused by the prohibited re-export, regardless of whether the goods were exported by the Buyer or by anybody else. It is irrelevant whether or not the Buyer has subjected the subsequent purchaser to the duty not to export the goods.



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If the Buyer fails to comply with the re-export ban, the Seller may withdraw from the concluded PC without compensation and the Buyer is obliged to compensate the Seller for the damage incurred.

2. The Buyer undertakes to notify the Seller of any new facts and changes in the data relevant for the performance of the duties under the concluded PC without undue delay in writing, and in any event within ten days of the change.
3. The parties shall process and otherwise handle personal data obtained in connection with the conclusion and performance of the PC in accordance with the relevant provisions of Act No. 110/2019 Coll., on the processing of personal data, as amended.

XV. Protection of confidential information

1. The parties undertake to keep confidential any information they obtain in connection with this contract and its performance that is not part of the public domain. In this context, the parties undertake to ensure all their employees also respect the confidentiality of information obtained in this way. Both parties undertake to ensure that any other party to whom they may delegate specific tasks in connection with the performance of their duties hereunder also ensure the confidentiality of the aforementioned information. The disclosure of such information to persons or authorities entitled by law to request such information, to the extent that the law authorises them to do so, shall not be considered a breach of the above duty of confidentiality.
2. Notwithstanding the foregoing, the parties shall not consider as confidential information, that which
 - a) is known at the time of disclosure, or becomes part of the public domain (except where this has occurred through a fault of the party to whom such information was disclosed by the other party),
 - b) was already known to the party to whom it was disclosed at the time of the disclosure, as evidenced by written documents,
 - c) has been obtained independently by either party without being disclosed by the other party.
3. The provisions of this article of the contract shall apply both to the term of this contract and to the period after the termination of this contract.

XVI. Governing law and dispute resolution

1. Legal relations between the Seller and the Buyer shall be governed by Czech laws, in particular the relevant provisions of Act No. 89/2012 Coll., the Civil Code, as amended.
2. The parties undertake to resolve any disputes by mutual negotiation in the first place; if no agreement is reached, the dispute shall be decided by a general court of competent jurisdiction. Unless the parties agree otherwise under the PC, the competent court is the general court determined according to the seat of the plaintiff.

XVII. Final arrangements

1. The present T&Cs enter into force on 01.05.2024.
2. The Seller reserves to make changes to the T&Cs.
3. The current T&Cs can be downloaded from <https://www.rotaflex.cz/>.