

1. Scope of the General Conditions of Sale

These General Conditions of Sale („GCS“) of company ALLTUB CENTRAL EUROPE s.r.o., with its registered office at Kolín IV, Zengrova 900, post code 28002, ID No.: 61672891, registered in the Commercial Register maintained by the Municipal Court in Prague, section C, entry 178210 („Seller“), shall apply to all orders of the Seller's goods made by its customers (hereinafter individually and collectively referred to as „Customer“). These GCS form an integral part of the agreement concluded between the Seller and the Customer ("Agreement"). In the event, that one or more provisions of the GCC and/or the Agreement are declared null or invalid, the remaining provisions of the GCC and the Agreement shall remain in force and valid.

2. Orders / Quantity orders

The Agreement is concluded upon confirmation of the Customer's order by the Seller. Refusal to take over the goods ordered by the Customer automatically results in the forfeiture of the paid deposits in favor of the Seller and in this case the Customer is also obliged to pay the Seller a contractual penalty of 100% of the value of the order. This does not affect the Seller's right to damages.

The Seller reserves the right to deliver the number of ordered goods with a quantity variation of +/- 10%. This quantity variation is reduced to 5% for orders exceeding 100,000 pieces.

3. Facilities

All tools, printing plates, and molds shall in all cases remain the property of the Seller, irrespective of the extent to which the Customer has contributed to the cost of their creation. However, if such facilities are required for the production of goods of which the model is the exclusive property of the Customer, this model shall be used exclusively at the Seller's plant or another location agreed upon between the parties.

4. Intellectual property rights

Where required, the Customer declares that it is the holder of all intellectual property rights associated with the goods for which it has entrusted the Seller with the manufacture. Otherwise, the Customer declares that the production and distribution of these goods are free to operate. The Seller shall not be liable for any infringement of intellectual property rights or other legal provisions if it manufactures goods for the Customer for which the Customer does not have the right to use trademarks, patents, designs, drawings, or other intellectual property rights and/or for which the Customer does not have the required authorizations.

5. Goods compatibility

The Customer undertakes to verify that the Seller's goods are compatible with its own goods. For this purpose, the Customer is obliged to carry out the compatibility tests it deems necessary. Compatibility tests are always performed at the Customer's responsibility and expense, although the Seller will provide the Customer with technical assistance in this area. The Seller shall not be liable for content problems/ incompatibility of content. The Seller shall not be liable for any use of the delivered goods by the Customer. The Seller shall not be liable for the impossibility of delivery of the goods due to changes or modifications of the raw materials for the production of the goods supplied to him by his suppliers.

6. Delivery

Delivery method. Supply of the goods is governed by agreed conditions INCOTERMS.

Default: The dates of availability or delivery of the goods by the Seller are given for information only; exceeding them neither leads to withdrawal from the Agreement by the Customer nor creation of the right to any compensation for damages or contractual penalties due to non-compliance with the delivery date.

Complaint: The Customer must make a complaint with a Seller in writing. The Customer must claim evident defects of the goods towards the Seller within 15 days from the date of delivery of the goods and before their use. The warranty period is 12 months from the date of delivery of the goods to the Customer.

With the prior consent of the Seller, the defective goods will be returned to the Seller's plant from where the goods were shipped. If the Seller's liability for defects is proven, the Seller shall settle based on an agreement with the Customer following applicable legislation.

7. Limitation of liability

The Seller shall not be liable for any indirect damage that may occur during and/or after the delivery of the goods. The Seller shall not be liable for its obligations under these GCS if occurs a force majeure event and/or an event beyond the Seller's control, as defined below. If the Seller is liable for damage, the amount of the Customer's compensation shall not exceed the insurance indemnity received from the Seller's insurance.

8. Force Majeure and events beyond the Seller's control

The Seller shall not be obliged to deliver the goods to the Customer and shall not be obliged to pay compensation to the Customer in the event of force majeure, i.e. in particular fire, flood, epidemic (and more generally any natural event), insurrection, war, riot, terrorist acts, total or partial strike or any other extraordinary unforeseeable and insurmountable obstacle created independently of the Seller's will which prevents or hinders the Seller from continuing the production or delivery of the ordered goods. In this case, the Seller is not obliged to pay contractual penalties, other agreed penalties, or sanctions, or provide compensation for damage.

9. Purchase price

The purchase price shall be governed by the Seller's current price list and does not include VAT. The purchase price shall be increased by all fees, taxes, and duties that are legally applicable and effective on its due date. The purchase price will be adjusted for any additional or special orders from the Customer. In the event of an increase in the price of raw materials and/or labor costs associated with the ordered goods between the date of confirmation of the Customer's order by the Seller and the date of delivery of the goods, the parties undertake to find an equitable adjustment to the terms of the Agreement and in particular to renegotiate the purchase price. As soon as the Seller learns of the existence of the aforementioned event, it shall notify the Customer without undue delay. Acceptance of the notice above will result in the suspension of the Agreement for the period specified in the following sentence. The Seller and the Customer undertake to reach an agreement on the terms of the revision of the purchase price within 15 days. If the parties fail to agree within this period, the Seller shall be entitled to withdraw from the Agreement.

10. Payment terms

Unless otherwise agreed, the goods are payable within 30 days from the date of invoice by the Seller. If the Customer fails to pay one invoice on its due date, all other invoices issued have become due immediately. The Seller shall have the right to withdraw from the Agreement with the Customer who is in default of payment of the purchase price in the event, that the purchase price is not paid even within 15 days from the date of sending a written demand for payment to the Customer. This does not affect the Seller's right to damages. Withdrawal from the Agreement does not terminate the Seller's right to payment of contractual penalties and damages. If any amount is not paid on the due date stated on the invoice, the Seller shall be entitled to payment of default interest calculated at three times the legal rate from the day following the due date for each day of delay. The Customer shall not be entitled to rely on force majeure as a cause of non-payment of any amount due under these GCS and the Agreement. In addition, notwithstanding the foregoing, if the price stated on the invoice is not paid by the due date stated therein, the Seller shall be entitled to a contractual penalty of EUR 40 excluding VAT. This does not affect the Seller's right to damages.

11. Reservation of the right of ownership

The Seller shall have the ownership right to the goods until the invoiced purchase price for the goods, fees, duties, and taxes have been paid in full by the Customer, irrespective of the transfer of risk of damage to the goods to the Customer. In the event of default by the Customer in paying the invoice in full within the agreed period, the Seller shall have the right to demand the immediate return of the delivered goods. Unpaid delivered goods must be clearly identified by the Customer in its warehouses and accounting. The Customer is obliged to inform the Seller no later than 15 days from the date of the commencement of insolvency proceedings, bankruptcy, or liquidation of the Customer. In the event of a resale or transfer of the Seller's unpaid goods, the Customer and the end customer will have to agree to the end customer assuming the Customer's debt to the Seller. The Customer undertakes to assign to the Seller all or part of the claims against the end customer, up to the value of the goods subject to reservation of the right of ownership.

12. Others

Modifications. The Seller reserves the right to modify the content of the GCS at any time by publishing a new version that will apply to subsequent orders.

Applicable law and jurisdiction. If a dispute arises in judicial proceedings and the parties do not agree on an amicable solution, the Seller's general court shall have jurisdiction to settle the dispute. The applicable law is law of the Czech Republic.

Disclosure. The Seller shall be entitled to include the Customer's name in Seller's business documents among its business references (including the use of any distinguishing feature of the Customer such as a logo, pictorial or other marks) as well as on any marketing material unless expressly prohibited by the Customer.

Communication. Any communications under these GCS and the Agreement may be delivered in writing and by email. This does not apply if these GCS and/or the Agreement require a written form for certain communications. In this case, it can only be delivered through a postal service provider as registered mail.

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