



## General Terms and Conditions Valid from 1st August 2018

### I. General Provisions

These General Terms and Conditions define the relationships between BEGHELLI-ELPLAST, a.s., registered office at Poříčí 3a, 603 16 Brno, ID no.: 46347909 (hereinafter as "Beghelli-Elplast"), incorporated in the Companies Register kept by the Regional Court in Brno, Section B, File 811, as the Seller, and its customers (hereinafter the "Buyer") in the sale of products, goods, and services of Beghelli-Elplast (hereinafter as "Products").

### II. Priority of Documents

In cases of any discrepancy between the provisions of the individual documents defining the relationships between Beghelli-Elplast and the Buyer, to the extent of their inconsistency, the documents shall have the following priority:

1. **Ad hoc terms and conditions** agreed individually for a given business case and confirmed in writing by both parties in the relevant business documentation (demand letter, offer, purchase order, purchase order confirmation, invoice).
2. **Purchase contract or framework purchase contract** if entered into between Beghelli-Elplast and the Buyer.
3. **Special terms and conditions** which form a part of the purchase contracts or the framework purchase contracts between Beghelli-Elplast and the Buyer.
4. **These General Terms and Conditions** ("GTC").

### III. Ordering Procedure

The Buyer submits its purchase order in writing by electronic mail or fax. The purchase order must contain, among other things, a clear specification of the Products, their quantities and the required delivery date. The purchase order becomes binding upon its delivery to Beghelli-Elplast. Unless explicitly agreed in writing between Beghelli-Elplast and the Buyer in the documentation under article II hereof, any part of the Buyer's purchase order which is in conflict with or otherwise inconsistent with these GTC shall be dismissed and shall not become part of any business contract between Beghelli-Elplast and the Buyer.

Beghelli-Elplast shall confirm the purchase order and specify the delivery date or possibly also the available quantity in writing by electronic mail or fax. If Beghelli-Elplast is not able to confirm within 48 (forty eight) hours the date of delivery of some or all purchase order items, Beghelli-Elplast shall at least confirm the acceptance of the purchase order with information on the estimated date of the sending of the final purchase order confirmation. Beghelli-Elplast does not have any liability for non-acceptance of the Buyer's purchase order or any part thereof.

If within 7 days from the acceptance of the purchase order confirmation or within a shorter period of time, with view to the estimated delivery date, the Buyer does not express by electronic mail or fax its disagreement with the estimated delivery dates or some other facts different from its purchase order, the purchase order confirmation becomes the only binding and final document superior to the Buyer's purchase order. Any changes in so confirmed purchase order are only possible in very exceptional cases and only after prior written approval by Beghelli-Elplast and must

be made by cancelling the relevant item in the original purchase order and issuing a new purchase order.

Where the estimated delivery date specified in the purchase order confirmation cannot be met, Beghelli-Elplast shall inform the Buyer on this fact within no later than 1 (one) day before the estimated delivery date with specification of an alternative delivery date.

Beghelli-Elplast shall not in any case be liable for any loss of profit, operational loss or any special, consequential, incidental or punitive damage(s) of any kind for the failure to meet the delivery dates specified in the said purchase order confirmations.

#### **IV. Product Delivery / Acceptance**

Unless stated otherwise in the documentation under article II of these GTC, the Products shall be delivered EXW, Brno (location of the Beghelli-Elplast distribution warehouse or production plant). The passing of the costs and risks from Beghelli-Elplast onto the Buyer shall be governed by the applicable conditions of Incoterms 2010.

At the acceptance of the Products at the time and place as per the applicable delivery terms the Buyer is obligated to verify or have verified the conformity of the delivery as regards types, quantities, completion and external damage. Unless within 7 (seven) calendar days from acceptance of the delivery the Buyer submits a warranty claim in the manner specified at the Beghelli-Elplast website or by electronic mail or fax, the risk of insufficient quantity, incompleteness or external damage of the Products shall pass onto the Buyer—except where a due inspection cannot be performed without damaging the packaging of the individual Products. In these cases the time limit for the submission of such warranty claim shall be prolonged until such time as the inspection may be performed for the first time, but not for more than 14 (fourteen) calendar days from the acceptance of the delivery.

#### **V. Payment**

The Buyer shall make the payment for the delivered Products within the time limits and to the bank account specified in the invoices issued by Beghelli-Elplast. Regarded as the payment date is the day when the money is credited to the Beghelli-Elplast account.

Should the Buyer be in delay with the payment, Beghelli-Elplast may demand the payment of late payment interest in the amount of 0.1% of the debt for each commenced day of the delay. Payment of the interest does not affect the right of Beghelli-Elplast to the compensation of damage, if any, caused by the late payment. In the event of the Buyer's material delay with the payment Beghelli-Elplast has the right to cancel all of the Buyer's remaining purchase orders and demand an immediate payment for all its invoices issued to the Buyer regardless of their maturity. This shall not affect Beghelli-Elplast's right to compensation of any related damage.

#### **VI. Reservation of Title**

The parties hereby agree that the title to the subject-matter of this Contract shall pass onto the Buyer upon the payment of the entire purchase price, while the risk of loss and destruction of the thing shall pass onto the Buyer upon its handover and acceptance. Until such time as the purchase price is paid, the Buyer may not dispose of the thing as its owner despite being obligated to take care for the thing as a proper manager and at its own expenses. If the purchase

price is not paid duly and in time, the Buyer is obligated to return the thing to the seller upon first demand.

If the Buyer resells the thing, depending on its specification, to another party, the reservation of the title under this provision applies from the moment of effectiveness of the sale to all performances duly agreed and accepted or procured by the Buyer for the resale of the thing. In this case the Buyer is obligated to immediately forward to the seller the entire performance so obtained or transfer onto the seller the title to such performance up to the amount of the obligation for the payment of the purchase price under the contract.

The return of the delivered Products because of their non-payment does not relieve the Buyer from the obligation to pay for those Products which were not returned, pay the difference of the value of the Products not returned in the same quality in which they had been delivered and pay the entire late payment interest to which Beghelli-Elplast has become entitled.

## **VII. Prices, Payment and Delivery Terms**

The prices or other business conditions specified in Beghelli-Elplast's price lists, promotion or other business materials are for information only and do not give rise to the Buyer's entitlement to such prices. The price of the Product shall be determined by agreement of the parties.

The prices specified in the price lists are given without VAT and do not contain any recycling or other fees which shall, where required by applicable regulations, be invoiced separately.

Beghelli-Elplast reserves the right to change the prices, payment, delivery and other business terms in the event of sudden changes in the prices of materials, energies or other sub-deliveries and other costs and facts which Beghelli-Elplast is not able to influence or avert. So changed prices or business terms shall be applicable to all Products already ordered by the Buyer and confirmed by Beghelli-Elplast with immediate effect upon the delivery of the notice to the Buyer by electronic mail or fax. In such case the Buyer has the right to withdraw from so affected and not yet delivered purchase orders or any part thereof.

## **VIII. Exchange of Products**

Beghelli-Elplast reserves the right to change or alter at its own discretion the technical specification of the Products or change the product range by stopping the production of some Products or changing existing or supplementing new Products, provided that such changes do not negatively influence in a material manner the use, dimensions or life time of such Products.

## **IX. Warranty**

Subject to article VIII of these GTC, Beghelli-Elplast guarantees that the Products will have identical design and the characteristics specified in their technical and business documentation and be free of any material and production defects, unless specified otherwise in the documentation accompanying the individual Products, for the period of 24 (twenty four) months from the day of the handover of the Goods to the Buyer ("Warranty Period"). After the expiry of the Warranty Period the Buyer loses the right to compensation of any damage due to such non-conformities.

If any non-conformity of the delivered Products occurs during the Warranty Period, the Buyer is obligated to inform Beghelli-Elplast using the procedure specified for that purpose via the Beghelli-Elplast website or by electronic mail or fax and do so within no later than 3 (three)

business days from the discovery of such fact and give Beghelli-Elplast the required information and assistance, including during the taking of the samples of the claimed Products and their sending to the Beghelli-Elplast headquarters. If the Buyer does not inform Beghelli-Elplast within the prescribed time limit of 3 days, all warranty claims and claims from defects cease to exist.

If Beghelli-Elplast accepts a warranty claim as legitimate, it shall give the Buyer a remedy in the following forms and order:

- repair of the defective Product or exchange of its defective parts;
- replacement of a defective Product for a perfect one;
- purchase price refund.

The decision on the form of the remedy is fully at the discretion of Beghelli-Elplast depending on the technical, logistic and other conditions. Beghelli-Elplast may also grant the Buyer an adequate price discount if the Buyer agrees. The parties rule out the provisions of Section 2106 and Section 2107 of Act no. 89/2012 Coll.

Without a prior written approval by Beghelli-Elplast the Buyer may not in any case send the claimed Products back to Beghelli-Elplast or delay or postpone partial or full payment of the invoices for the claimed Product. The parties rule out the provisions of Section 2108 of Act no. 89/2012 Coll. The consignment with the claimed goods must be visibly marked by the attached warranty claim number. The address for the sending of warranty claims is Rybářská 3, 603 16 Brno. The claimed goods may not be sent to be paid cash on delivery or at the costs of Beghelli-Elplast.

This warranty does not cover any defects in the consequence of usual wear and tear; accelerated wear and tear caused by special physical, chemical or electrochemical conditions; insufficient maintenance or incorrect repair; non-compliance with storage, assembly or use instructions; use of unsuitable materials and tools or any defects caused by consequences beyond the control of Beghelli-Elplast.

Apart from the warranties expressly mentioned herein, there are no other direct or indirect warranties exceeding those given herein. The parties rule out the liability of Beghelli-Elplast for any loss of profit, operating loss or special, consequential, incidental or punitive damages or damages of any other kind based on a warranty claim or otherwise relating to the Products delivered by Beghelli-Elplast under these GTC or as part of the individual business cases governed by these GTC. The Buyer shall not grant any warranty, direct or indirect, in relation to any Product different from the warranty granted by Beghelli-Elplast for such Product.

## **X. Force Majeure**

Beghelli-Elplast shall not be liable for any partial or complete non-fulfilment of its obligations under these GTC, in particular for any postponement, delay or cancellation of Buyer's purchase orders, even if already confirmed, in situations beyond Beghelli-Elplast's control, including but not limited to:

- force majeure, war, uprising, civil unrests, embargoes, interventions of civil or military bodies;
- changes concerning administrative, public health and medical laws or regulations;
- strikes, work-related or other stoppages of production;
- transport problems;
- fire, flood or other natural disasters.

In such events the Buyer shall not be entitled to the compensation of any damage, penalties or any other direct or indirect indemnity.

Similar situations give the Buyer the right not to take over already ordered or already produced Products, nevertheless, no such situation gives the Buyer the right not to fulfil its obligations from Products already delivered, in particular the obligation to pay the purchase price for them in full and within the agreed deadlines.

Where the parties are not able to fulfil their respective obligations for such reasons, Beghelli-Elplast and the Buyer shall inform the other party of such fact as well as of the disappearance of their effects without undue delay.

## **XI. Governing Law – Jurisdiction**

Relationships not regulated by these GTC or possibly other documents under article II of these GTC shall be governed by:

- where the Buyer is an entity under law of the Czech republic: by the applicable generally binding legal regulations of the Czech Republic, the provisions of Act no. 89/2012 Coll., Civil Code, as amended;
- where the Buyer is a foreign entity: by the United Nations Convention on contracts for the international sale of goods, Vienna, of 11 April 1980).

All disputes arising between Beghelli-Elplast and the Buyer that are not resolved amicably shall be heard and finally decided by the competent court of the Czech Republic with local and subject-matter jurisdiction.

### **Attention:**

These General Terms and Conditions are continually updated and they are included in this catalogue for information purposes only. You will receive the binding and currently valid General Terms and Conditions together with the business documentation or the contract or they will be delivered to you upon request.

The Products included in this catalogue have been produced in compliance with the applicable safety regulations, primarily Act no. 22/1997 Coll., on the Technical Requirements for Products, Government Regulation no. 118/2016 Coll., on conformity assessment of electrical equipment designed for use within certain voltage limits delivered to the market (directive of the European Parliament and of the Council 2014/35/EU) and Government Regulation no. 117/2016 Coll., on conformity assessment of products in terms of electromagnetic compatibility, when placed on the market (Regulation of the European Parliament and of the Council 2014/30/EU), as all amended by later regulations. The CE mark placed on the Products, packaging or in the instructions for use certifies the compliance with the above-named regulations.

The Beghelli-Elplast technical archive contains all the documentation proving that the Product was submitted to the tests for demonstrating compliance. This documentation is available to the competent bodies for inspection, if required.

Beghelli-Elplast reserves the right to change the data contained in this catalogue without prior notice.

All the products included in this catalogue are covered by the warranty under the Beghelli-Elplast General Terms and Conditions and under valid legal regulations.

In Brno on 11 June 2018

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