

Company OETINGER CZ s.r.o., registered office: Sídlíště 420, 273 24 Velvary, ID: 19630051, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, Insert 389411 (hereinafter referred to as the "Seller") is a manufacturer of alloys and prealloys of non-ferrous metals.

A Conclusion of contract of sale

- A.1. The Buyer shall send the Seller a written request, which is not a binding order, in which in particular it specifies the goods requested in accordance with the Seller's offer and indicates the required delivery date. The Seller shall, in accordance with the Buyer's request, also send the Buyer a non-binding proposal specifying whether and on what date and at what price he is able to deliver the goods in question to the Buyer. The proposal shall be valid for the period specified therein.
- A.2. On the basis of the Seller's proposal according to point A.1. the Buyer sends the Seller an order for the goods. An order for goods must include in particular:
- specification of ordered goods (quantity and technical data),
 - price,
 - delivery date of the ordered goods,
 - destination,
 - identification number for the Buyer's VAT valid in the country of destination of the goods (registration number, VAT).
- Orders can also be in oral form.
- A.3. On the basis of a received order (written or oral) of the Buyer, the Seller shall immediately (within 3 working days) send to the Buyer the contract of sale, which is binding upon the signature of both contracting parties and cannot be revoked or otherwise unilaterally revoked without the written consent of the Seller. The contract of sale must be signed on behalf of both parties by a person authorized to do so.
- A.4. The delivery of goods on the basis of a contract of sale signed by the Seller and the Buyer is considered to be a concluded contract of sale.
- A.5. The Seller is not obliged to deliver the goods to the Buyer unless the Buyer secures either the opening of an irrevocable bank guarantee or an irrevocable documentary letter of credit or the issuance and delivery of a promissory note of his own (without protest), guaranteed by a natural person (approved by the Seller) or does not make an advance payment to the Seller's account to ensure payment of the purchase price before the goods are delivered, unless negotiated differently.
- A.6. If the contracting parties apply international rules of interpretation when concluding a contract, they shall be governed by the International Rules for the Interpretation of Terms of Delivery issued by the International Chamber of Commerce in Paris — INCOTERMS.
- A.7. Acceptance of goods by the Buyer means acceptance of all the Seller's business conditions valid on the date of conclusion of the contract of sale or acceptance of the goods.
- A.8. The contract supersedes and cancels all previous arrangements and written agreements.
- A.9. All deliveries are made on the basis of these GTTD, which are an integral part of the purchase or framework contract concluded between the contracting parties.

B. Price and payment terms, fulfillment date

- B.1. The total purchase price stated in the contract of sale is determined as ex works according to INCOTERMS, unless otherwise stated.
- B.2. In order to confirm the transfer and acceptance of the goods from the Seller to the Buyer, a delivery note or other similar document will be issued, on which the Buyer, or the carrier, will confirm the receipt of the goods from the Seller.
- B.3. The purchase price is payable within 30 days from the date of issue of the tax document (invoice), which will correspond to the date of delivery of the goods to the Buyer's disposal or for transportation, unless otherwise specified in the individual contract of sale. In case of doubt as to the date of delivery, the invoice shall be deemed to have been delivered on the third day after dispatch. Payment must be made to the Seller's bank account or to the Seller's cash desk at his registered office during working hours. Reimbursements can be paid at the cash desk only up to the amount permitted by the Act on Limitation of Cash Payments, z.nr. 254/2004 Coll.
- B.4. The invoice must comply with all the requisites stipulated by the relevant legislation. The Buyer is entitled to claim against incorrect or incomplete information on the invoice by returning the invoice no later than 5 days after receipt with the reasons for the return.
- B.5. Contracting parties may also arrange other payment terms, such as advances. Delay in payment of the advance payment is considered a material breach of contract. If installments of the purchase price are agreed upon, the entire purchase price becomes payable upon a delay in payment of one of the installments.
- B.6. In the event of the Buyer's delay in paying the purchase price due, or an advance payment due on the purchase price, the Seller is not obliged to fulfill the agreed contract of sale, in particular to deliver the goods to the Buyer, and the Seller is further entitled to assert the right to compensation against the Buyer, up to the amount of all costs incurred by the Seller in connection with the delivery and arrangement of production of the agreed goods and, in addition, all related costs, as well as lost profit. However, the Seller undertakes to deliver the goods to the Buyer for the amounts already paid. In case of cancellation of a confirmed order by the Buyer, the Seller is entitled to charge the Buyer a contractual penalty in the amount of 15% of the price of the goods to be produced and 35% of the price of the goods already produced (or partially produced) to which the withdrawal applies.
- B.7. The term of fulfillment may be reasonably extended without any claims of the Buyer against the Seller if, for advance or supplier invoices issued by him arising from the contract for sale, the Buyer is in delay with payment, whether there is a partial delay or invoices are not paid at all.
- B.8. The Buyer's advance payment may be used unilaterally by the Seller to settle the Seller's receivables due from the Buyer.
- B.9. The day of payment is considered to be the day of crediting the amount in full to the Seller's account indicated on the individual invoices or receiving the amounts owed in cash in full.
- B.10. The agreed purchase price does not include packaging, returnable packaging, means of securing the goods during transportation and the cost of transportation, unless otherwise agreed.
- B.11. Bank charges which are associated with the payment of the purchase price are borne by the Buyer. The costs of payment, including international, shall be borne by each contracting party on its own, unless otherwise agreed in writing.
- B.12. The Buyer is not entitled to make set offs without the written consent of the Seller. In the event of performance of a set off without the written consent of the Seller, the Seller is entitled to payment of a contractual penalty in the amount of CZK 250.000, -. Payment of a contractual penalty does not affect the Seller's claims for damages.
- B.13. Withholding of payments or reducing the purchase price by the Buyer in the event of claims is not allowed.
- B.14. In case of receipt of payment from the Buyer without specification of the variable payment symbol, the Seller decides on the use of payment.
- B.15. The quantities, dimensions or weights specified by the Seller are mandatory for billing.
- B.16. In the event of the Buyer's delay in paying the purchase price, the Seller is entitled to charge interest on late payment in the amount of 0.03% of the amount owed for each starting day of delay. In this case, the Seller is further entitled to charge the Buyer compensation for the damages incurred in exchange rate losses.
- B.17. Regardless of the agreed due dates, all invoices become immediately payable if the previous delivery or part of the delivery from the individual contract of sale or other obligations of the Buyer to the Seller have not been paid by the agreed deadline, or the Seller becomes aware of circumstances that reduce or may reduce the Buyer's credibility. In this case, the Seller is entitled to demand payment in advance for existing and new deliveries or to withdraw from the contract with the possibility to demand compensation from the Buyer due to the frustration of this contract.

- The Seller is also entitled to prohibit the Buyer from disposing of the material covered by the reservation of the right of ownership, and the Buyer, by accepting these GTTD, authorizes the Buyer to enter its premises in order to remove the goods. The goods are taken at the expense and risk of the Buyer, and the Seller is entitled to charge the Buyer the associated administrative costs in the amount of 10% of the value of the goods taken according to the Seller's invoices. A claim for damages is not affected by this.
- B.18. If the Buyer undertakes to ensure the transportation of the goods by its own means, it must do so within 5 days of receipt of the Seller's notice. If the Buyer does not ship the goods within 5 days, the Seller has the right to:
- ship the goods at the expense and risk of the Buyer,
 - store the goods at the expense and risk of the Buyer in the warehouse of the Seller or in the warehouse of any other person. In the case of storage of goods, the Seller is entitled to charge the Buyer storage costs in the amount of CZK 3/m² of stored material per day.
- B.19. Any additional requirements of the Buyer for a change of goods accepted by the Seller shall reasonably extend the agreed delivery time. The Seller is entitled to reimbursement of change-related costs.
- B.20. In case of late delivery or non-delivery of goods, the Seller is not liable for damage if the delay or non-delivery occurred due to circumstances precluding liability.
- B.21. If the Seller fails to meet the fulfillment deadline without the Buyer's (joint) fault, the Buyer shall provide the Seller with an additional time limit for fulfillment with a reasonable length. If the Seller does not deliver the goods even within this additional period, the Buyer is entitled to withdraw from the contract for material breach of the contract.
- B.22. In no event shall the Seller be liable for questionable damages, such as loss of possible future profit, loss of contract, loss of business, loss of future business, loss of production, loss of cooperation, loss of or damage to image, loss of revenue, loss of profit, cost of capital, costs associated with interruption of production or operations, or the like.
- B.23. The Seller is not responsible for the selection of the goods by the Buyer for their final use; in this connection, the Seller is not liable to the Buyer for damage incurred as a result of improper use of the goods.

C. Delivery, transfer and reservation of property rights, risk of damage to goods

- C.1. The right of ownership of the goods passes to the Buyer only upon full payment of the purchase price.
- C.2. If the purchase price is not paid in good time, the Seller is entitled to immediately prohibit the Buyer from disposing of the unpaid goods or parts thereof in any way, in particular to process it, to steal it, to encumber it with the right of third parties, until the full payment of the purchase price, including accessories and additional costs arising from the late payment of the purchase price to the Buyer.
- C.3. The Buyer is liable to the Seller for any damage to the goods within the meaning of Section 2120 of the Civil Code.
- C.4. In the event that the unpaid goods have been sold to a third party, the Buyer is obliged to issue the proceeds from the sale to the Seller up to the amount of the unpaid purchase price, including accessories and additional costs incurred as a result of late payment of the purchase price to the Buyer.
- C.5. In the event that the unpaid goods have been processed but not sold, the Buyer is entitled, with the written consent of the Seller, to sell the processed goods and issue the proceeds from the sale to the Seller up to the amount of the unpaid purchase price, including accessories and additional costs incurred as a result of late payment of the purchase price to the Buyer.
- C.6. Until the issuance of the proceeds from the sale of unpaid goods, the Buyer is obliged to transfer the claim to the Seller in accordance with the provisions of section 1879 of the Civil Code for his customer or part thereof up to the amount of the unpaid purchase price, including accessories and additional costs incurred as a result of late payment of the purchase price to the Buyer.
- C.7. The Buyer is obliged to issue the unpaid goods to the Seller at any time at its request.
- C.8. The risk of damage to the goods passes to the Buyer in accordance with the delivery conditions agreed in the contract of sale according to INCOTERMS.
- C.9. The goods are deemed to have been delivered upon fulfillment of the agreed delivery condition according to INCOTERMS.
- C.10. The Buyer is obliged to insure the goods, and any insurance performance will be assigned in favor of the Seller up to the amount of the outstanding claim.

D.I. Product defects and complaints in general

- D.I.1. The Seller shall produce the goods according to agreed international, domestic or other technical conditions for dimensional, mechanical, physical, surface or other agreed characteristics. These technical conditions, or any additional requirements of the Buyer, must be clearly stated in the contract of sale.
- D.I.2. The Buyer is obliged to inspect the goods with due care as soon as possible after the danger of damage to the goods has passed, at the latest before its processing. The Buyer is obliged to check the correctness of quantity and quality when receiving the goods
- D.I.3. Complaints against obvious defects (such as damage to a bundle or stack due to careless handling, for foundry alloys and prealloys, e.g. inclusions, local corrosion of dirt and other defects visible to the eye or detectable by gauges and weighing instruments, will not be accepted if they are claimed for after 30 days from delivery of the goods to the place of delivery specified in the contract of sale. Claims of other defects must be made no later than 6 months from the date of delivery to the place specified in the contract of sale.
- D.I.4. The Buyer is obliged to deliver a complaint to the Seller in writing without undue delay after the defect is detected. The written complaint claim must contain:
- product identification features such as:
 - product name
 - number of bundles or number of ingots
 - delivered weight
 - number of contract of sale
 - number and date of issue of delivery note, invoice or copy of invoice
 - description of the defect, including photos
 - included sample with the asserted defect, if possible
 - proposal to resolve the claim — estimate of the amount of damage
 - requirement for replacement fulfillment
 - the date when it would be best for the Buyer to visit to inspect the claimed against product
- If the goods were damaged during the transportation provided by the Seller, the Buyer is obliged to submit the following documents:
- Record of damage with a preliminary estimate of its amount
 - Commercial record confirmed by carrier
 - Waybill (CIM, CMR, B/L)
- D.I.5. The goods claimed against must be stored in their original unaltered state separately from the rest of the goods and must be protected against spoilage. They may not be used, sold, processed, altered or otherwise modified until the complaint claim is resolved by the Seller. If the goods claimed against or parts thereof are transferred to a third party at a time after the notification of the goods defect complaint to the Seller, the Buyer's claims as liability for defects automatically cease.
- D.I.6. The Buyer is obliged to allow the Seller to inspect the defective goods in order to resolve the claim.
- D.I.7. A claim will not be accepted if the defective goods are not stored properly and are damaged as a result of improper storage and handling.
- D.I.8. In the case of defective goods, the Buyer is obliged to take all measures necessary to avert or mitigate the damage.

- D.I.9. The Seller's liability for defects covered by the quality guarantee does not arise if these defects were caused after the transfer of the risk of damage to the goods by external events and were not caused by the Seller.
- D.I.10. As part of the claim against defects in the goods, the Buyer is entitled to:
- c) demand the elimination of defects by supply of replacement goods for defective goods or by delivery of missing goods, or
 - d) require the elimination of defects by repair of the goods, if the defects are repairable; or
 - e) request a reasonable discount on the purchase price.
- D.I.11. The choice between the claims mentioned in the previous provision is at the discretion of the Buyer only if he notifies the Seller in a complaint of defects sent in a timely manner. An asserted claim cannot be changed by the Buyer without the consent of the Seller. If it turns out that the defects of the goods are irreparable or that their repair would result in unreasonable costs, the Buyer may request the delivery of replacement goods if requested by the Seller without undue delay after the Seller has notified him of this fact. If the Seller does not eliminate the defects of the goods within a reasonable additional period or if it notifies before its expiration that it will not eliminate the defects, the Buyer may request the replacement of the defective goods for fault-free goods or request a discount on the purchase price. The Seller is liable for demonstrable damage caused by violation of its obligations only up to the amount equal to the purchase price of the material claimed against.

E. Force majeure

If delivery of goods is delayed directly or indirectly for reasons beyond the Seller's control, such as war, threat of war, insurrection, sabotage, fire, storm, flood, explosion, natural disasters, government regulations or restrictions of the European Union, strike, total or partial destruction of the factory or production line of the Seller or its suppliers, supply of suppliers, change of customs, import and export regulations quota, export or import ban or any other cause beyond the control of the Seller and which are capable of preventing him from fulfilling, the delivery time shall be extended in a reasonable manner. If, due to force majeure, a delivery is delayed or the delivery is not fulfilled at all, neither contracting party is obliged to compensate the other contracting party for any damages incurred, including lost profit.

F. Withdrawal from contract

- F.1. Each contracting party shall be entitled to withdraw from the contract at any time by written notice if:
- a) the other contracting party repeatedly violates the provisions of the contract; or
 - b) the other contracting party has materially breached the contract. A material breach of the contract by the Buyer means a violation of the terms of payment by more than 10 calendar days,
 - c) failure to take the agreed quantity of goods within the agreed dates, in this case the Buyer is obliged to pay the Seller all costs incurred through the production of the goods,
 - d) This is stated in the purchase or framework contract.
- F.2. Withdrawal from a contract becomes valid and effective on the day of delivery to the other contracting party.

G. Other

- G.1. Partial deliveries are allowed. The tolerance of the quantity supplied is +/- 5% for the ordered quantity due to the production and casting technology, or to the extent usual within the industry. The Buyer pays for the quantity actually delivered.
- G.2. The Buyer is obliged, at the Seller's request, to provide the Seller with documentation relating to the delivery of the goods (e.g. a transport document containing the destination of the goods with the name and signature of the carrier, confirmation from the Buyer that he transported the goods to the destination of the goods), including a receipt of the goods issued by the person who accepted the goods on behalf of the Buyer. If the Buyer violates this obligation, he is obliged to compensate the Seller for the penalties imposed on the Seller by the tax authorities as a result of the violation of the Buyer's obligations which are provided for in this article.
- G.3. If events occur that cannot be foreseen at the time of the conclusion of the contract of sale and which cause the Seller an obstacle to the fulfillment of his contractual obligations, the Seller is entitled to postpone the period of performance for the period during which the obstacle lasted.
- G.4. In all cases of circumstances precluding liability, the Seller is entitled to withdraw from the contract without the Buyer being entitled to compensation for damage.
- G.5. If any provision of these GTTD is invalid or becomes invalid, the validity of the other provisions will not be affected. The contracting parties undertake to replace the invalid provision with a valid provision that is as close as possible to the economic purpose of the invalid provision. If the GTTD have a defect that would require correction, the contracting parties will eliminate this defect with a supplementary provision that takes into account the economic purpose of the Contract.
- G.6. The rights and obligations of the Buyer are not transferable to third parties without the written consent of the Seller.
- G.7. The Seller considers any data specified in the contract of sale and any information or documents obtained in connection with the contract of sale to be confidential.
- G.8. The contract to which these GTTD are bound is governed by Czech law, in particular the relevant provisions of Act No. 89/2012 Coll., as amended.
- G.9. The contracting parties are obliged to ensure that, when regulating contractual relations or implementing mutual fulfillments, everything that could lead to disputes is eliminated.
- G.10. Each party shall immediately notify the other party in writing of any change in the trade certificate, trade register or other record or the fact that a petition for bankruptcy or a declaration of bankruptcy has been filed, the rejection of the application for lack of assets or the application for settlement.
- G.11. The contracting parties agree that all disputes arising out of or in connection with this contractual relationship shall be decided at the choice of the plaintiff either before the defendant's general court or in arbitration proceedings (before the Arbitration Court of the Economic Chamber of the Czech Republic and the Agrarian Chamber of the Czech Republic in Prague) pursuant to Act No. 216/1994 Coll., on Arbitration and Enforcement of Arbitral Awards, as amended More regulations.
- G.12. These GTTD shall always apply unless the parties have agreed otherwise. OETINGER CZ s.r.o. is entitled in accordance with the provisions of Section 1752 of Act No. 89/2012 Coll., as amended, to amend these GTTD to a reasonable extent if necessary. A change in the GTTD shall be notified to the other contracting party in writing at least 14 days before the date of entry into force of the amendment. The other contracting party shall be entitled to reject the amendment of the GTTD within 7 days, while in case of refusal the original GTTD shall remain in force.
- G.13. All correspondence between the parties will be in Czech or English.
- G.14. Electronic copies confirmed by the sender sent by e-mail have the validity of an original. The Buyer is obliged to send a confirmed copy back to the Seller's e-mail address specified in the contract of sale