

General Terms and Conditions

of the company SPECTRA spol. s r.o.

These General Terms and Conditions of SPECTRA spol. s r.o.(hereinafter referred to as the "GTC"), in accordance with the provisions of Sections 1751 to 1753 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code"), contain the contractual terms and conditions of the legal relations arising between the company SPECTRA spol. s r.o. with identification number 15546608 and registered office at Zlínská 1152, Vizovice, 763 12, registered in the Commercial Register at the Regional Court in Brno, Section C, Insert 948 (hereinafter referred to as the "Seller"), in the capacity of the Seller, and the other contracting party in the capacity of the Buyer (hereinafter referred to as the "Buyer"), the subject matter of which is the delivery of the Seller's goods to the Buyer (hereinafter referred to as the "Purchase Agreement"). The Buyer is an entrepreneur within the meaning of Section 420 of the Civil Code and is not a consumer pursuant to Section 419 of the Civil Code.

1. Conclusion of the Purchase Agreement

1.1. The Purchase Agreement will be concluded in one of the following ways:

- a) on the basis of the Buyer's e-mail order, when the Buyer (usually following a previous pre-arranged order with the Seller or its sales representative) sends the Seller its order by e-mail, The Seller also confirms this order by e-mail and at the same time confirms to the Buyer the detailed terms and conditions of the purchase of the goods, including the purchase price, and adequately enables the Buyer to familiarize itself with these GTC and its Claims Policy (hereinafter referred to as the "Claims Policy") and the Buyer then, within 2 working days from the date on which the Seller sends it the e-mail order confirmation, does not dispute this order confirmation and/or does not notify the Seller that it refuses to accept the GTC or the Claims Policy; In this case, the Purchase Agreement is concluded at the moment of the expiry of the 2 working day period mentioned above;
- b) on the basis of a telephone order of the Buyer, when the Buyer (usually following a previous pre-arranged order with the Seller or its sales representative) informs the Seller of its order by telephone, the Seller confirms the order by e-mail and at the same time confirms to the Buyer the detailed conditions of purchase of the goods, including the purchase price, and adequately allows the Buyer to get acquainted with these GTC and the Claims Policy and the Buyer then within 2 working days from the date, when the Seller sends it an e-mail order confirmation, does not dispute this order confirmation and/or does not notify the Seller that it refuses to accept the GTC or the Claims Policy; In this case, the

Purchase Agreement is concluded at the moment of the expiry of the 2 working day period mentioned above;

- c) by concluding a written framework purchase agreement between the Seller and the Buyer, on the basis of which and in accordance with which the Buyer sends the Seller its individual orders of goods and the Seller sets the purchase price in relation to each order;
 - d) by entering into a written contract for the establishment and maintenance of a consignment warehouse between the Seller and the Buyer, pursuant to which and in accordance with which the Buyer purchases the goods from the relevant consignment warehouse for the purchase price set out in this contract; or
 - e) by concluding another written contract between the Seller and the Buyer, the subject of which is a separate or repeated delivery of goods to the Buyer for the purchase price specified in this contract.
- 1.2. Orders under clause 1 a) and b) above may be placed by the Buyer either as a single order or as an aggregate order for a specified period of time and spread over a number of partial deliveries.
- 1.3. Unless expressly excluded by the provisions of the written contract concluded between the Seller and the Buyer, the Seller is entitled to refuse to accept (not confirm) any order of the Buyer, in particular an order made under point 1.1. a) and b) above, without giving any reason. Under the same conditions, the Seller is also entitled to tell the Buyer that its order will be accepted only if it is modified in any parameter (e.g. delivery date, quantity of goods ordered, method of payment of the purchase price, etc.). The Seller shall not be liable to the Buyer for any damages in relation to such non-acceptance of the order or proposal for its modification.
- 1.4. Each order of the Buyer, in particular an order made according to point 1.1. a) and b) above, always contains at least the following information and data: a) the identification and billing data of the Buyer, i.e. in particular the business name (or name and surname for an entrepreneur that is a natural person), ID number, registered office, Tax ID number and information on whether the Buyer is a VAT payer, b) a clear specification of the goods ordered, i.e. in particular the type of goods and quantity, c) the required method of payment of the purchase price for the goods ordered and d) the required method, place and date of delivery of the goods ordered. If the Buyer's order does not contain at least this information and data, the Seller is not responsible for the fact that the Buyer will receive the goods as expected.
- 1.5. The Buyer shall be responsible for the accuracy, truthfulness and completeness of the data and information provided in its order and shall notify the Seller immediately of any change in such data and information.
- 1.6. These GTC are without limitation publicly available on the Seller's website which are accessible from: spectrachemie.cz/business-terms, and were also sent to the Buyer by the Seller by e-mail when confirming the Buyer's order before the conclusion of the

Purchase Agreement so that the Buyer may become acquainted with the wording of these GTC in time. These GTC form an integral part of the Purchase Agreement.

2. General conditions

- 2.1. The Seller undertakes to fulfil the subject of delivery (i.e. to deliver the goods to the Buyer defined in the Purchase Agreement within the time and at the price agreed therein), and to transfer to the Buyer the title to of the goods delivered. The Buyer undertakes to accept the delivered goods in a due and timely manner and to pay for them (and possibly also for other services of the Seller) the purchase price in the amount determined according to point 2.7. below.
- 2.2. The Seller is obliged to deliver the goods in the quality, design and quantity specified in the Purchase Agreement. If the Purchase Agreement does not specify the quality or design of the goods, the Seller is obliged to deliver the goods in the quality and design according to the relevant technical standard or in the quality and design corresponding to the purpose agreed in the Purchase Agreement or the purpose for which the goods are usually used. If the quality and design are determined according to the sample or specimen, the Seller is obliged to deliver the goods with the characteristics of the sample or specimen submitted to the Buyer. If it follows from the nature of the goods that the quantity specified in the Purchase Agreement is only approximate, the difference between the quantity specified in the Purchase Agreement and the quantity actually delivered may be no more than 5% in either direction.
- 2.3. The Seller is always obliged to pack the goods properly, in such a way as to prevent damage or destruction.
- 2.4. The Seller shall invoice for goods and services in the currency in which the Purchase Contract was concluded, even in the event of multiple costs incurred.
- 2.5. Unless otherwise expressly stated in the Purchase Agreement, the Seller is obliged to deliver the object of delivery in the territory of the Czech Republic and the Slovak Republic in commercial parity DAP according to INCOTERMS 2020 with the proviso that shipments up to the total invoiced amount of CZK 20.000,- (800 EUR) excluding VAT (inclusive) will be charged a flat-rate amount for postage and packing, which is: a) for a place of delivery in the territory of the Czech Republic the amount of CZK 250,- (10 EUR) excluding VAT and b) for the place of delivery in the territory of the Slovak Republic, the amount of 400,- (16 EUR) excluding VAT. Shipments over the invoiced amount of CZK 20.000,- (800 EUR) excluding VAT will be sent free of charge in the Czech Republic and Slovakia. In case the Buyer is interested in delivery of the goods to the territory of another state of the European Union, the parties agree in the Purchase Agreement that either (i) the Seller shall deliver the subject of delivery in EXW trade parity according to INCOTERMS 2020 with the place of delivery at the Seller's registered office, with the price for postage and packing to be agreed individually in the respective Purchase Agreement, or (ii) the Seller shall deliver the subject of delivery in the DAP trading parity according to INCOTERMS 2020, with the

price for transportation, postage and packing to be agreed individually in the respective Purchase Agreement and based, inter alia, on the current prices of the carrier with which the Seller cooperates.

2.6. The Buyer is entitled to make a request in the order for express delivery of the goods, which the parties consider to be the delivery of the goods within 48 hours from the conclusion of the Purchase Agreement. If the Seller, based on the Buyer's request, delivers the goods to the Buyer within 48 hours from the conclusion of the Purchase Agreement, the Buyer undertakes to pay the Seller:

- a) in the event that the total weight of the goods delivered properly packed (i.e. the package as delivered for transport) does not exceed 20 kg, an express handling fee of CZK 750,- (30 EUR) excluding VAT,
- b) in the event that the total weight of properly packed delivered goods (i.e. the package as delivered for transport) exceeds 20 kg, but at the same time does not exceed 1,400 kg, a fee for express handling calculated according to the formula (CZK 15 or 0,6 EUR excluding VAT) * (total number of kilometres of transport to and from the destination) and a one-off service fee for express handling in the amount of CZK 5.000,- (200 EUR) excluding VAT,
- c) if the total weight of the properly packed goods (i.e. the package as delivered for transport) exceeds 1,400 kg, a fee for express handling calculated according to the formula (CZK 25 or 1 EUR excluding VAT) * (total number of kilometres of transport to and from the destination) and a one-off service fee for express handling in the amount of CZK 5.000,- (200 EUR) excluding VAT,
- d) in the event that the total weight of the properly packed goods delivered (i.e. the package as delivered for transport) does not exceed 1,200 kg and the Buyer agrees with the Seller on use of the external express delivery service and the express delivery provider accepts such delivery of the goods, the express handling fee of CZK 750,- (30 EUR) excluding VAT and all costs on use of the external express delivery services in the amount pursuant to the current price list of the express delivery provider.

2.7. The purchase price for the delivered goods (subject of delivery) is determined on the basis of the Seller's internal price list and its amount (or at least the method of its calculation) is:

- a) in case of conclusion of the Purchase Agreement according to the article "Conclusion of the Purchase Agreement" point 1.1. a) and b) above, confirmed to the Buyer by the Seller in the quotation included in the e-mail order confirmation; and
- b) in the event of conclusion of the Purchase Agreement pursuant to the Article "Conclusion of the Purchase Agreement", point 1.1. c), d) and e) above, set out in the relevant written Purchase Agreement.

- 2.8. The purchase price includes the prices for transport to the place of delivery of the goods (except in the case of certain shipments up to the value of CZK 20.000,- (800 EUR) excluding VAT and shipments to European Union countries outside the Czech Republic and Slovak Republic according to point 2.5. above) and the price for non-returnable packaging or wear and tear of returnable packaging, unless expressly stated otherwise in the Purchase Agreement. The price does not include any fee for express processing according to point 2.6., which is paid separately.
- 2.9. If it is agreed in the Purchase Agreement that transport at the Buyer's expense is to be provided by the Seller and invoiced separately, the Seller shall make every effort to ensure that the carrier issues an invoice for transport no later than 5 days after the transport has been carried out and that the invoice includes the Purchase Agreement number.
- 2.10. The Seller is responsible for the compliance of the subject of delivery with the generally binding legal regulations in force in the Czech Republic on the date of delivery.
- 2.11. The Seller is obliged to deliver the goods which, according to Act No. 350/2011 Coll., as amended, are dangerous substances or preparations in accordance with the provisions of this Act and the applicable related regulations, in properly labelled packaging and with the relevant safety data sheets.
- 2.12. The Seller shall indicate on the delivery notes whether the packaging in which the delivery is filled is returnable or not. If this indication is not filled in, the Buyer is entitled to consider the packaging as non-returnable, included in the price of the delivery.
- 2.13. Upon receipt of the goods, the Buyer is obliged to check whether they meet all the prescribed requirements and documents, and in the event of finding a deficiency is obliged to immediately request in writing to the Seller to remedy it, otherwise the Seller is not responsible for any damages incurred.
- 2.14. Upon conclusion of the Purchase Agreement, all previous agreements or correspondence shall cease to be valid between the Seller and the Buyer.
- 2.15. In the event that any provision of the Purchase Agreement including these GTC is found to be invalid or ineffective, only that particular provision shall be invalid or ineffective, and the Purchase Agreement including these GTC as a whole, shall remain valid and effective to the remaining extent.
- 2.16. By entering into the Purchase Agreement, the parties exclude the application of any other terms and conditions (in particular any terms and conditions of the Buyer). The provisions of the Purchase Agreement, including these GTC, shall prevail over any provisions of law or sub-legal regulations (except mandatory provisions). In the event of a conflict between the Purchase Agreement and these GTC, the provisions of the Purchase Agreement shall prevail.

3. Payment Terms

- 3.1. Unless otherwise agreed in the Purchase Agreement, the Seller's right to invoice the contractual price arises upon delivery. Invoices are due within 14 days. Invoices will have the following elements:
- invoice identification and number
 - the business name and registered office of the Seller and the Buyer
 - identification details of the entity that issued the invoice, in particular its ID No.
 - indication of the Seller's bank account
 - the Buyer's order number, if known to the Seller
 - date of invoice, due date
 - designation of the subject of delivery with an indication of the invoiced quantity
 - the invoiced amount and the unit price per unit of the goods delivered
 - settlement of any advances made
- 3.2. The invoice will have the requirements of an accounting document according to Act No. 563/1991 Coll., on accounting, as amended. In the case of VAT payers, the invoices will also contain the details according to Act No. 235/2004 Coll., on value added tax, as amended (e.g. VAT number, date of taxable supply). The invoice will be sent by letter to the Buyer's address or handed over upon receipt of the goods or will be sent to the Buyer in electronic form, in which case it will usually be accompanied by the Seller's electronic signature.

4. Transfer of ownership and risk of damage to the object of delivery

- 4.1. The transfer of ownership of the delivered goods occurs upon payment by the Buyer.
- 4.2. The risk of loss, damage, destruction, accidental destruction or theft of the goods is transferred to the Buyer upon delivery of the goods (including bills of lading and other documents authorizing the Buyer to dispose of the goods, if any) to the destination under the Purchase Agreement and their preparation for acceptance by the Buyer in accordance with the applicable INCOTERMS 2020 trading parities.

5. Contractual penalties and the obligation to pay damages

- 5.1. In the event of default by the Buyer in the payment of any financial obligation, the Seller shall be entitled to claim against the Buyer a contractual penalty of 0.10% of the amount due for each day of delay in payment.
- 5.2. The Seller shall be entitled to charge the Buyer the contractual penalties calculated in accordance with the preceding provision and require the Buyer to pay them. The Buyer undertakes to pay the contractual penalties so claimed to the Seller within 14 days from the date of delivery of the notice to pay them.
- 5.3. In the event of default by the Buyer in the payment of any financial obligation or the performance of any other obligation the Seller shall be entitled to suspend, without any penalty or liability, all further deliveries of the goods (i.e. including those for which a Purchase Agreement has already been concluded) until such time as the proper performance (in particular payment) of all outstanding obligations of the Buyer.
- 5.4. In addition to the contractual penalty, the Seller is entitled to claim from the Buyer all damages caused by the Buyer's delay in fulfilling any obligation in full, including statutory interest on the delay.

6. Warranty conditions

- 6.1. Unless otherwise agreed or regulated by a mandatory provision of law or other binding legal regulation, the Seller shall be liable for the chemical and physical parameters of the goods as indicated by the manufacturer in the safety and information data sheet for the goods for the period of workability, but for a maximum of 12 months from the date of receipt of the goods, provided that the Buyer unconditionally complies with the conditions for the processing and storage of the goods.

7. Defects in deliveries and claims

- 7.1. The rights and obligations of the parties in connection with the allegation of defects in goods and the claims process are regulated by the Seller's Claims Policy, which is an annex to these GTC and forms an integral part thereof.
- 7.2. By concluding the Purchase Agreement, the parties agree to limit the compensation for damages caused by the Seller to the Buyer in connection with the delivery of the goods under the Purchase Agreement to the total amount of the purchase price of the goods, excluding VAT, agreed in the specific Purchase Agreement.
- 7.3. The Seller shall not be liable for and shall not provide the Buyer with compensation for lost profits and other indirect and consequential damages resulting from any breach of the Seller's obligations under the Purchase Agreement or the GTC (including the Claims Policy).

- 7.4. The Seller shall not be liable and shall not compensate the Buyer for lost profits and other indirect and consequential damages resulting from force majeure or events that cannot be foreseen (natural disaster, pandemic, operational failures, subcontractor failures). If the force majeure lasts for more than 10 days, the Seller is also entitled to withdraw from the Purchase Agreement.

8. Adjudication of disputes and applicable law

- 8.1. The parties undertake to resolve all disputes arising in connection with the Purchase Agreement amicably as a matter of priority. If an amicable solution is not possible, the parties agree that any dispute shall be arbitrated by the authorised competent court of the Czech Republic in whose district the Seller has its registered office.
- 8.2. The parties agree that the governing law of their obligation (i.e. the law governing the rights and obligations of the parties under the Purchase Agreement, including these GTC) is the law of the Czech Republic. The parties expressly exclude the application of the UN Convention on Contracts for the International Sale of Goods.

9. Other arrangements

- 9.1. The parties declare that they have read these GTC (including the Claims Policy) and that the Purchase Agreement has not been negotiated under duress or on otherwise unilaterally disadvantageous terms.
- 9.2. The Seller informs the Buyer and the Buyer acknowledges that the Seller processes personal data in accordance with the legislation on personal data, in particular Regulation (EU) No 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC. The Seller declares that it has taken such measures to prevent unauthorised or accidental access to, unauthorised use, alteration, loss or destruction of, unauthorised processing, transmission, misuse or other unlawful disposal of personal data. For more information on how the Seller processes personal data, please refer to the Personal Data Processing and Protection Policy available at <https://www.spectrachemie.cz/ochrana-osobnich-udaju>.
- 9.3. In relation to the contractual relations of the Seller with the Buyer established on the basis of a Master Purchase Agreement, a contract for the establishment and maintenance of a consignment warehouse or other agreement, the subject of which is the long-term repeated delivery of goods by the Seller, the Seller is in accordance with the provisions of Section 1752 of the Civil Code the Seller is entitled to unilaterally amend or supplement these GTC at any time, namely for example, following a change in legal regulations, in order to improve the quality of the services provided, with regard to the Seller's business objectives. If the Seller makes a change

to these GTC, it will publish the new version of the GTC on the Internet at spectrachemie.cz/business-terms, with this change being effective no earlier than the 15th day after its publication. The effective date will be specified in the current version of the GTC. The Buyer declares that it is aware of this procedure of notification of changes to the GTC and that it is aware that it is in its own interest to become familiar with changes to the GTC in a timely manner and for this purpose undertakes to regularly (usually at least twice a month) check the current version of the GTC at the abovementioned internet address. If there is a change or addition to the GTC and the Buyer does not agree with the relevant changes or additions to the GTC, it is entitled to terminate its Purchase Agreement (contractual relationship with the Seller) with immediate effect (i.e. without notice). In such case, the Buyer is obliged to deliver its notice to the Seller no later than one day before the effective date of the new GTC stated in their new wording.

- 9.4. The Purchase Agreement may be terminated early at any time by mutual written agreement of both parties. Each of the parties is entitled to unilaterally terminate the Purchase Agreement only for the reasons specified in these GTC or in the mandatory provisions of the law.
- 9.5. These GTC shall apply unconditionally to any obligation between the Seller and the Buyer relating to the delivery of the Seller's goods to the Buyer, including all separate or aggregate e-mail and telephone orders of the Buyer, individual orders of the Buyer made on the basis of the framework Purchase Agreement, individual collections of goods by the Buyer on the basis of the contract for the establishment and maintenance of a consignment warehouse, and also in the event that the delivery of goods should occur or has occurred in a manner other than one of the methods referred to in the article "Conclusion of the Purchase Agreement" point 1.1. above.
- 9.6. These GTC (including the Claims Policy) were published in the above manner on 26.1.2022 and are valid and effective as of 10.2.2022