

# GENERAL TERMS AND CONDITIONS OF BUSINESS AND DELIVERY

## Specification of the company AGROP NOVA a.s (hereinafter referred to as the "Seller")

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[www.novatop-swp.com](http://www.novatop-swp.com), [www.novatop-system.com](http://www.novatop-system.com)

Registered in the Commercial Register at the Regional Court in Brno, Section B, insert 3590.  
Registered for VAT at the Tax Office for the Olomouc Region, Territorial Office in Prostějov.

## 1. General Provisions

1.1. These General Terms, Conditions and Business Conditions (hereinafter referred to as "GTCBC") govern the detailed conditions for the sale of multi-layer solid wood panels, prefabricated wall, ceiling, roof and acoustic elements based on wood and briquettes made of wooden waste (hereinafter referred to as the "Goods") between the Seller and the Buyer and shall govern all purchase contracts between the Seller and the Buyer from the date of signing by the Buyer.

1.2. The Seller shall hand over two copies of these GTCBC to the Buyer before concluding the first contract. The Buyer shall sign one copy and return it back to the Seller. These GTCBC need not be attached to another contract. By signing each contract, the Buyer agrees with the wording of the GTCBC, as amended, as published on the following Seller's website: [www.novatop-swp.com](http://www.novatop-swp.com), [www.novatop-system.com](http://www.novatop-system.com)

1.3. After ordering the Goods, the Buyer is obliged to become acquainted with these GTCBC on the above-mentioned websites and, by confirming the contract, the Buyer gives their consent to performing the delivery of the Goods in accordance with the valid GTCBC.

1.4. According to these GTCBC, the Seller does business exclusively with the Buyers who are the entrepreneurs. The Buyer shall produce a valid certificate of incorporation or a trade licence; if the Buyer is registered in another EU Member State, they shall notify their Tax ID entered in the VIES system. Only a statutory body, its member or a person authorized by this body is authorized to sign orders or contracts on behalf of the Buyer.

1.5. The legal relations between the Seller and the Buyer are, in addition to the contracts and these GTCBC, further governed by Act 89/2014, The Civil Code.

1.6. If the parties conclude any other contract, the arrangements individually negotiated in such a contract prevail over the arrangements set out in these GTCBC.

## 2. Non-disclosure

All documents and information made available to the Buyer by the Seller in connection with their business activities (in particular, drawings, pictures, photos, calculations, etc.) in any form are subject to the Seller's trade secret. The Buyer agrees to protect the Seller's trade secrets, namely the submitted materials and information will be used only and exclusively for the purpose of the contractual cooperation with the Seller, and shall not, intentionally or negligently, allow the materials and information to be received or acquainted with by any third person or that this third person uses any information contained therein. The Buyer is authorized to make these materials and information accessible, to the extent necessary for the performance of the obligations towards the Seller or towards the public authorities, to their employees and tax and legal consultants if they are obliged to protect the trade secret of the Seller in the same manner as the Buyer.

## 3. Offers, orders

3.1. Any action of the Seller towards the Buyer before accepting the order made by the Buyer is not an offer, but only a challenge to the Buyer to make an offer.

3.2. The Buyer shall place an order with the Seller by email.

3.3. Based on the order, the Seller shall execute a draft contract and send it back to the Buyer, but only to the email address the order was sent from. All the data of the contractual parties, like the specification of the Goods, the place of delivery, the price, the payment and delivery conditions, the bank details, are mentioned in the contract. The specimen contract constitutes Appendix 1 of these GTCBC. The contract is concluded by delivering the contract signed by the Buyer to the Seller.

## 4. Delivery Terms

4.1. The delivery terms are subject to the conditions Incoterms 2020, unless otherwise agreed by the parties in a written form.

4.2. Unless otherwise agreed by the parties in writing, the parity FCA, Incoterms 2020, shall apply.

4.3. Any possible requirements for changes of the contract by the Buyer, if they are agreed on by the Seller as well as the Buyer according to point 4 of these GTCBC, can extend the agreed delivery term in an appropriate manner. Such delivery of the Goods in this later date shall not mean the Seller's delay in delivering the Goods.

4.4. If the Buyer arranges the transportation of the Goods from the Seller at their own costs, the Seller shall send them notification that the Goods are ready for dispatch by e-mail indicated in the order or the contract. In the notification, the Seller shall prompt the Buyer to accept the Goods within the period of 4 working days from the date of sending this notification. In this period of time, the Buyer shall take over the Goods and carry them away from a place designated by the Seller.

4.5. If the Buyer fails to take over or carry away the Goods according to point 4.4. from the place designated by the Seller and in the designated period of time, the Seller is entitled to sell the Goods not taken, completely and partly, to another buyer and to inform the Buyer about such a sale; the Seller's duty to take the remaining Goods is not affected therein. Furthermore, the Seller is entitled to charge a storage fee for the Goods not taken in the amount of 3,000 CZK for each day of delay (if the purchase price is agreed in EURO, the storage fee is 100 EURO per day).

4.6. The Buyer who arranges the transportation at their own costs shall notify the Seller of the date and time of arrival of the truck, including its licence plate number, specifically one workday before the announced date of loading of the Goods, but not later than 14.00. In case the date of the planned arrival of the truck in order to load the Goods is not available, the Seller has the right to assign the nearest possible substitute date to the Buyer which the Buyer shall be informed of by phone or email and the Buyer is obliged to take over and carry away the Goods in this substitute date from and a place designated by the Seller.

4.7. If the delivery date agreed upon is not observed, the Seller is entitled to deliver the Goods in an appropriate substitute date, even after the delivery term has expired. This new delivery date has to be negotiated between the Seller and the Buyer. Delivery of the Goods in this appropriate substitute date shall not mean the Seller's delay in delivering the Goods.

4.8. Strikes, lockouts, natural disasters (floods, heavy snowfall, etc.) and other force majeure discharge the Seller from their obligations towards the Buyer during the time of their duration. The Seller shall immediately inform the Buyer about such events by phone or email.

4.9. The Seller reserves the right to deliver the Goods in parts or before the agreed delivery term.

4.10. The date of delivery of the Goods is determined by the Seller to the best of their knowledge with respect to the current situation of the replenishment of the capacity at the time of confirmation of the contract according to point 4 of these GTCBC.

## 5. Ownership of the Goods and the danger of damage to Goods

5.1. The Seller reserves the right to transfer the ownership of the Goods to the Buyer after a complete payment of the purchase price, including the accessories resulting from the purchase and possible claims connected with breaching the contract by the Buyer.

5.2. The risk of damage to the Goods passes to the Buyer according to the agreed conditions Incoterms 2020.

## 6. Prices and Terms of Payment

6.1. The Goods are sold at contract prices.

6.2. Unless otherwise agreed by the parties in writing, the price is in CZK/m<sup>2</sup>, excluding VAT, FCA, Incoterms 2020.

6.3. The Seller is entitled to require from the Buyer an advance payment for the purchase price of the Goods. The Seller is not obliged to deliver the Goods to the Buyer unless the advance payment for the Goods is made.

6.4. The Seller is entitled to invoice the Goods on the date of their delivery. The due date of the invoice is 14 days, unless otherwise stated in the contract.

6.5. If the Goods are delivered in parts in several shipments, the Seller is entitled to invoice in parts.

6.6. The purchase price is paid on the day it is credited to the Seller's account. In case of delay in payment of the purchase price by the Buyer, the Seller is entitled to require from the Buyer an interest on late payments in the amount of 0.1% on the outstanding amount for each day of delay, unless

otherwise stated in writing.

**6.7.** If a payment, for which there is no reason to be made, is made, the Seller is entitled to offset the oldest due obligations of the Buyer. The Buyer is not entitled to unilaterally assign or pledge any of his due amounts from the Seller. If a payment, for which there is no reason to be made, is made, the Seller is entitled to offset the oldest due obligations of the Buyer. The Buyer is not entitled to unilaterally assign or pledge any of his due amounts from the Seller without prior written consent of the Seller. The Buyer is not entitled to unilaterally set off any of his claims after the Seller against any claim of the Seller after the Buyer without prior written consent of the Seller. Returns of the delivered Goods do not affect the obligation of the Buyer to pay the purchase price.

**6.8.** Each party shall bear their own bank charges in the transfer of the payments. If correspondence packages are used in the transfer, all costs associated therewith shall be borne by the Buyer.

**6.9.** If the buyer fails to comply with or contravenes any of the terms of payment under these GTCBC, the Seller is entitled to suspend the further contract fulfilment until the proper fulfilment of the obligations is provided by the Buyer, with the fact that during this period the Seller shall not be in delay with fulfilling their obligations to the Buyer. The Seller shall inform the Buyer about it without undue delay.

**6.10.** The Seller may unilaterally increase the purchase price to include the costs that are actually incurred in the event the price of any of the main raw materials is increased by more than 10% compared to the date of the closing of each individual contract. In the event the goods under one contract are delivered incrementally, the price for each delivery may be increased separately. The Seller is obliged to exercise their right to increase the purchase price for the Buyer at least 14 days before the delivery of the goods, which can be done by an email sent to the email address of the Buyer specified in the contract or order.

## **7. Claims, defects**

**7.1.** The Buyer shall check the Goods delivered upon receipt and notify the Seller in writing of any lack of Goods, but no later than 7 days from the receipt of the Goods by the Buyer. After expiry of this period, the Goods supplied are considered delivered in accordance with the contract.

**7.2.** The Seller is not responsible for any defects of the Goods caused by improper transport (if detected by the Buyer), handling and installation of the Goods, defects arising in connection with an excessive load on the Goods during their use, and damage to the Goods caused by force majeure or third parties, including the defects and subsequent damage caused by weather conditions during the construction. The Seller is not responsible for any defects that will occur with the Goods (and the structure as a whole) as a result of errors in the project documentation (e.g. in terms of statics of the structure) and/or improper assembly of the structure, including failure to keep relative atmospheric humidity of the environment. Individual parts of the Goods are selected and approved by the Buyer - according to the design of the compositional aspect of the elements executed by the Seller - with the fact that the Buyer is aware of their technical (static) properties and that he respected these properties when selecting the elements. Furthermore, the Seller shall not be liable for defects in the Goods that have been altered in any way by the Buyer or third parties. Relative humidity of the environment recommended by the Seller in which the Goods will be built in is 55% at 20°C. The warranty does not apply to cracks in the wood that will be created as a result of low humidity.

**7.3.** The claim procedure is initiated at the time when the Seller has received a written notification of

the claim, including attachments (such as photographic documentation). In the claim, the Buyer shall describe the defect, or shall indicate how the defect manifests itself, and shall state their request for settling the claim. The Seller is entitled to review the Goods claimed or have them reviewed by a person designated by them, and, for this purpose, the Buyer is obliged to provide access to the Goods. In case the Buyer does not allow access to the Goods claimed, the deadline for settling the claim shall be suspended until the time proper access is allowed.

**7.4.** Until the claim is settled, the Buyer shall take all measures to prevent occurrence of further damage to the Goods claimed.

**7.5.** Claims, including removal of the defects in the Goods, shall be handled without undue delay, within 30 days from the date of proper application of the claim by the Buyer. The Seller and the Buyer may agree in writing on a longer period for settlement of the claim.

**7.6.** Claims of the Goods or parts of the Goods or the Buyer's requirement for a discount for the lower value of the Goods does not give the Buyer the right not to pay the purchase price or have it credited.

**7.7.** In case of admitting the claim as legitimate, both Contractual Parties shall agree how the defect that was found out shall be settled. If no agreement is reached, the Seller shall repair the Goods, if that is not possible or if possible only with considerable cost to the Seller, the Seller shall deliver substitute Goods, if it is not possible or if possible only with significant costs for the Seller, the Seller shall provide a reasonable discount on the purchase price.

## **8. Final Provisions**

**8.1.** The Parties undertake to inform each other, without delay, of any changes regarding their status (change of the registered office or place of business, commencement of insolvency proceedings, commencement of liquidation, termination of activities, etc.) during their business relationship.

**8.2.** If any doubts relating the delivery date occur, it is considered that the submission by means of registered post is deemed to be delivered on the fifth working day from the day of sending such submission through the holder of a post licence.

**8.3.** Such submission, that returns to the sender as undelivered due to failure to notify the receiving contractual party of a new current address or due to other reasons occurring on the side of this contractual party, shall be considered delivered. In the event of refusal to accept the submission, such submission shall be considered delivered on the date it was refused.

**8.4.** As a matter of priority, the Parties shall settle all disputes that may arise between them by agreement. All legal relations from contracts closed between the Seller and Buyer after the conclusion of these GTC or related to these contracts, including questions concerning the validity of these GTC and concluded contracts and the consequences of their invalidity, and legal relations arising from any breach of the obligations of the Parties from contracts concluded after these GTC, are governed by the laws of the Czech Republic. All disputes arising from contracts concluded between the Seller and Buyer after the conclusion of these GTC or in connection with them, including disputes about the validity of these GTC and concluded contracts and the consequences of their invalidity or voidness, shall be settled with finality:

**8.4.1.** by one arbitrator appointed according to the Arbitration Rules (Vienna Rules) of the Vienna International Arbitration Center (VIAC) of the Federal Chamber of Commerce of Austria in the event the Buyer is domiciled or lives outside the Czech Republic. The language of arbitration shall be

English.

8.4.2. by three arbitrators at the Arbitration Court at the Economic Chamber of the Czech Republic and the Agrarian Chamber of the Czech Republic in the event the Buyer is domiciled or lives in the Czech Republic. The venue of arbitration shall be Brno.

8.5. These GTC are valid and effective starting 1 July 2019

8.6. The Seller reserves the right to change these GTC. The Buyer must be notified of the change at least 30 days in advance by email. The Buyer has the right to reject any change to these GTC, namely in a written letter sent to the address of the Seller specified in these GTC, and for this reason the right to terminate their obligations with a notice period of 14 days.

8.7. In the event that any provision of these GTCBC becomes invalid, the remaining provisions of these GTCBC shall not lose their validity and the parties in this case agree to immediately negotiate an amendment to these GTCBC and replace the invalid provision with a valid one of a similar content.

## 9. Information on personal data protection

9.1. The Seller declares that all personal data processed are considered by AGROP NOVA a.s. to be strictly confidential and are handled in accordance with the applicable data protection legislation, in particular Act No. 101/2000 Coll., on the protection of personal data, as amended (hereinafter referred to as the "Act") and Regulation (EU) 2016/679 of the European Parliament and of the Council, on the protection of individuals with regard to the processing of personal data and on the free movement of such data and on repealing Directive 95/46/EC (General Data Protection Regulation).

9.2. These Principles of Personal Data Protection are efficient from May, 25, 2018 for the purpose of ensuring the Seller's information duty pursuant to Article 13 of GDPR. These Principles apply to all personal information collected by the Seller. For more information, see PRINCIPLES OF PERSONAL DATA PROTECTION (<https://novatop-system.com/principles-of-personal-data-processing/>)