

## **GENERAL (SUPPLY) TERMS AND CONDITIONS**

of IZOPOL DVOŘÁK s.r.o. with its registered office at Podnikatelská 1156/25, Plzeň, Skvrňany, Postal Code 301 00, ID No.: 263 42 391, registered in the Commercial Register maintained by the Regional Court in Plzeň, file no. C 14098

## **ENTREPRENEUR**

#### 1. BASIC TERMS

**IZOPOL** means IZOPOL DVOŘÁK s.r.o., ID No.: 263 42 391, with its registered office at Podnikatelská 1156/25, Plzeň, Skvrňany, Postal Code 301 00, which is the seller and the supplier of the Goods.

**GTC** means the General Terms and Conditions of IZOPOL as a supplier which are drawn up in accordance with the provisions of Section 1751 and seq. of the Civil Code

The Civil Code means Act No. 89/2012 Coll., the Civil Code, as amended.

**Consumer** means natural person interested in the entering into of a purchase agreement with IZOPOL outside the scope of his/her business activities, if he/she carries out business activities and is in the position of a buyer and customer – these GTC do not apply to the Consumers.

**Customer** means entrepreneur, i.e. legal or natural person carrying out business activities interested in the entering into of a purchase agreement with IZOPOL within the scope of his/her business activities and is in the position of a buyer and customer.

**Purchase Agreement** means bilateral or multilateral legal action entered into between IZOPOL as the seller on one side and the Customer as the buyer on the other side on the supply or supplies of the Goods, eventually likewise Services, or even other legal action (agreement) having similar legal effects, for example a framework agreement on the supply of the Goods or provision of the Services etc.

**Goods** means movable thing defined individually or by means of quantity or kind, the specification of which corresponds to product range and product portfolio of IZOPOL and which IZOPOL offers and further also other movable things, the ensuring, brokerage or selling of which IZOPOL realizes for the Customer.

**Services** means provision of materialized services or activities in connection with the supply of Goods by IZOPOL which IZOPOL offers in its Services offer.

**Invoice** means a tax document in line of the requirements in the sense of Section 26 and seq. of the Act No. 235/2004 Coll., on Value Added Tax, as amended, the requirements are stated below.

**Deliver Note** means document that IZOPOL physically attaches to the Goods supply so that the proper handing over of the Goods could be carried out, requirements are stated below.

**Order** means proposal to enter into the Purchase Agreement, from which the will of the Customer to be bound by a Purchase Agreement arises if the proposal is accepted.

## 2. BASIC PROVISIONS

- 2.1. The GTC regulate the supplier-customer relations, i.e. the individual rights and obligations of IZOPOL and its Customers arising in connection with the sale of the Goods or the Services offered by IZOPOL to its Customers.
- 2.2. The GTC are binding for all business relations between IZOPOL and the Customers arising on the basis of the Purchase Agreements entered into between them and also on the basis of other agreements within which IZOPOL is obliged to provide any Goods or another movable thing, a work or the Services. The GTC are further binding for all business relations within which it will be referred to these GTC, in particular in the respective agreements. In case of discrepancies between the wording of these GTC and the wording of the Purchase Agreement or any other agreement, the provisions of the Purchase Agreement or such other agreement shall prevail.
- 2.3. The provisions of these GTC are an integral part of all Purchase Agreements or other agreements entered into between IZOPOL and the Customers, the subject matter of which is

the sale and purchase of the Goods, eventually provision of the Services, even in case that a reference to them is not included in the Purchase Agreement or are not attached to the Purchase Agreement.

- 2.4. The GTC shall prevail over the Customer's general terms and conditions, they shall be used only if they are expressly accepted by IZOPOL.
- 2.5. During the entering into and during the fulfilment of the Purchase Agreement, IZOPOL proceeds in a business relation as an entrepreneur acting in the scope of its business activities, i.e. directly or through other entrepreneurs supplies the Goods or provides the Services to the Customers.
- 2.6. Mutual relations arising from an obligation between IZOPOL and the Consumer are governed by the Civil Code and the provisions of specific Consumer terms and conditions.
- 2.7. By the sending of a binding order to IZOPOL, the Customer confirms that he/she has read and agrees with the full text of the GTC, including its parts (annexes), including information on the processing of personal data by IZOPOL, that is listed in the IZOPOL's Information Memorandum on Personal Data Processing and is available on IZOPOL's website.
- 2.8. If the Customer states his/her identification number in an order, he/she acknowledges and agrees that the rules set in these Entrepreneur GTC apply to him/her.

## 3. GOODS ORDER – PROCESS OF ENTERING INTO THE PURCHASE AGREEMENT

- 3.1. The Customer is obliged to state in an order at least the following data:
  - i. the denomination of the document by the word "order" or by a similar denomination with the same meaning;
  - ii. issue date;
  - iii. denomination/identification of the Customer: business firm in case of a legal person / name and surname in case of a natural person carrying out business activities, ID No., registered office, VAT ID No. if such person is registered as a VAT payer;
  - iv. kind/type/identification of the Goods (product specification including technical parameters) or Service;
  - v. demanded quantity of the Goods or Services;
  - vi. supply manner of the Goods or Services;
  - vii. person entitled to hand over the Goods or Services, including telephone and email contact information;
  - viii. demanded date of the Goods or Services supply;
  - ix. name, surname and signature of the Customer's entitled (authorized) person.
- 3.2. IZOPOL shall confirm only the mechanical (not in content) delivery of the Order to the Customer, by this the Purchase Agreement is not established.
- 3.3. Change or cancellation of the Order on behalf of the Customer can be made no later than until 12 o'clock of the business day following the day of sending of the Order to IZOPOL on behalf of the Customer or until the delivery of the Order to IZOPOL, whereas from the stated circumstances is crucial the one that occurred last. In case of a latter change, IZOPOL is entitled to charge the Customer with the arising expenses, eventually exercise a claim on damage inflicted by such unrealized Order.
- 3.4. Subsequently, IZOPOL:
  - i. sends the Purchase Agreement proposal to the Customer on the basis of the delivered Order together with a time period for the acceptance of the Purchase Agreement proposal; the Purchase Agreement is entered into at the moment of the Customer's expression of consent with the content of the Purchase Agreement proposal is delivered to IZOPOL within the time period for the acceptance of the Purchase Agreement proposal, the Order is cancelled by the time limit expiry of the time period for the acceptance of the Purchase Agreement proposal;
  - ii. <u>accepts the Order without other consideration</u> and confirms such circumstance in writing to the Customer in the same form as the Order has been made, the Purchase Agreement is entered into by the delivery of the confirmation to the Customer:

- iii. <a href="mailto:accepts the Order with reservation">accepts the Order with reservation</a> and sends an amendment to or alteration from the delivered Order to the Customer, i.e. in particular concerning a completion or change of specification of demanded Goods or Services, purchase price, payment, quality and quantity of the Goods, place and time of the supply, the extent of liability of one party towards the other party or dispute resolution, for the acceptance of the Customer together with a time period for the acceptance of such Order change; the Purchase Agreement is entered into at the moment of delivery of the Customer's expression of consent with the content of such change to IZOPOL, within the time period for its acceptance;
- iv. <u>calls the Customer to complete the Order</u> if the Order does not fulfil the requirements according to the GTC, by this Purchase Agreement is not established unless the Customer completes his/her Order within the time period set by IZOPOL, it applies that the Order has not been made, if a completion of the Order is delivered to IZOPOL, such completion and the original Order is viewed to be altogether a newly placed Order;
- v. <u>refuses the Order</u>, even without stating reasons, whereas no provision of the GTC shall be interpreted as an obligation of IZOPOL to accept the Order;
- 3.5. The Customer acknowledges that if a particular time period for the acceptance of the Purchase Agreement proposal, confirmation of the Order change or Order completion or other reaction of the Customer is not set by IZOPOL, a time period of five (5) business days since the sending of the respective proposal or requirement on behalf of IZOPOL is being set. As a consequence of the time limit expiry, the Order is viewed as not been made. Any Purchase Agreement proposals, Order completion or other offers on behalf of IZOPOL, is IZOPOL entitled to recall in the time period for the acceptance of such offer by the Customer.
- 3.6. By the Purchase Agreement, IZOPOL undertakes to supply the Goods or provide the Services to the Customer and the Customer undertakes to hand over the Goods and to pay the purchase price.
- 3.7. Respective expression of will in the Purchase Agreement does not need to be made in the same document. The Purchase Agreement is ordinarily in the form of a confirmed Order. The provisions of Sections 562 and 1744 of the Civil Code remain unaffected by the above-mentioned. Business practises established between the parties are parts of the Purchase Agreement, unless they are in conflict with the content of the Purchase Agreement or these GTC, any oral or written agreements made before the entering into the Purchase Agreement by both parties regarding the fulfilment under the Purchase Agreement are no longer effective unless they have been incorporated into the Purchase Agreement.
- 3.8. During the Goods or Services order placement, the Customer is obliged to state who is entitled to act legally on his/her behalf in relation to the purchase of the Goods or Services, i.e. enter into the Purchase Agreement, eventually also hand over the supplied Goods or Services. If the Customer fails to do so during the Order placement or if such persons are not specified in another contractual document, he/she must ensure that the person placing the Order for the Customer or in other manners acting legally, including the handing over of the Goods or Services, is provided with an authorization or a power of attorney from the Customer. In case of failure to do so, it applies that the person placing the Customer's order to IZOPOL is authorized by this Customer to purchase the Goods or Services and at the same time it is considered that the person expressing the will to hand over the Goods or Services and confirm such hand over, is entitled to do so in the name and/or on behalf of the Customer.

## 4. SUPPLY

- 4.1. IZOPOL is obliged to supply to the Customer the Goods or the Services:
  - i. expressly stated in the Purchase Agreement;
  - without the encumbrance by third person's rights which could anyhow limit or exclude the possibility to handle the Goods or its usage from the agreed, eventually common, purpose with the exceptions under the Purchase Agreement or the GTC;
  - iii. in a maximum possible difference in the amount of 5 % between the supplied Goods from the quantity of ordered Goods, as in relation to the total quantity as well as in relation to individual particular supplies;

- iv. together with documents relating to the rules regarding installation or assembly, usage and maintenance of the Goods, unless it follows from the nature of the object of fulfilment otherwise;
- v. upon the Customer's request together with copies of documents on carried out tests, controls, measurements (protocols, certification, attestation, technical sheets etc.) including copies of the respective "Declaration of Performance".
- 4.2. The Customer acknowledges that IZOPOL is entitled to carry out particular supplies of the Goods or Services as well, unless expressly agreed otherwise. IZOPOL reserves the right to not supply ordered Goods or Services in case of an unexpected outage in operation or from a reason of circumstances excluding the liability for damage.
- 4.3. The proof of supply of the Goods or the Services is the Invoice or Delivery Note.
- 4.4. The requirements of the Delivery Note are:
  - i. identification of the Customer and of IZOPOL;
  - ii. specification/identification of the Goods or the Services, or the supply description;
  - iii. supplied and handed over quantity of the Goods or the Services;
  - Order number or other specification of the supply according to the Purchase Agreement;
  - v. Delivery Note issuance date.

## 5. SUPPLY OF THE GOODS OR SERVICES

- 5.1. IZOPOL is obliged to supply the Goods or provide the Services to the Customer in the time period agreed in the Purchase Agreement, otherwise IZOPOL is entitled to supply the Goods or provide the Services at any appropriate time period, in particular with regard to its operation possibilities. IZOPOL is entitled to supply the Goods or provide the Services even before the agreed fulfilment date and also in the form of particular supplies and the Customer is obliged to hand over the supplied Goods or provided Services in such manner.
- 5.2. Unless agreed otherwise, supply time periods stated in the Order confirmation relate to the time period of the Goods handover from the business premises, enterprise, storage or other similar facilities of IZOPOL or to the time period of the Services provision in the determined place and they are set always approximately. The breach of them by IZOPOL is not a severe (significant) breach of the Purchase Agreement and does not constitute the Customer's right to withdraw from the Purchase Agreement.
- 5.3. Unless agreed otherwise between IZOPOL and the Customer, the <u>delivery place is</u> considered to be:
  - registered office, business premises, enterprise, storage or other similar facilities of IZOPOL, of which IZOPOL informed the Customer in advance and in which the Customer is able to handle the Goods, or any determined place of the Services provision, in accordance to their nature;
  - ii. if the goods are sent to the Customer via mail service provider by cash on delivery, the place of supply of these Goods is the handover place of the Goods by the mail service provider;
  - iii. if the sending of the Goods to a specific place determined by the Customer is agreed, the place of supply of the Goods is the Goods handover place by the first carrier for the transport to the Customer;
  - iv. if the sending of the Goods to a specific place determined by the Customer is agreed and the transport is carried out by IZOPOL, the place of supply of the Goods is the place determined by the Customer, after the consent of IZOPOL.
- 5.4. The Goods is considered to be supplied by IZOPOL when the Customer is able to handle the Goods, in a time period and place stated according to the GTC.
- 5.5. The Customer shall be informed about the possibility to handle the Goods by a written notice for Goods hand over. In case that the Goods is:
  - i. handed over by the Customer at the registered office, business premises, enterprise, storage or other similar facilities of IZOPOL, it is considered supplied by

this moment and the risk of damage, loss, destruction or other depreciation passes to the Customer.

- ii. supplied by cash on delivery via mail service provider, it is considered to be supplied at the moment of the handover of the Goods to the mail service provider. The Customer bears the risk of damage, loss, destruction or other depreciation during the transport.
- iii. upon agreement sent to a determined place, the Goods is considered supplied by the moment the Goods arrives to the determined place and is prepared for unloading. The Customer bears the risk of damage, loss, destruction or other depreciation of the Goods during the transport from the moment of the Goods handover by the first carrier.
- iv. upon agreement sent to a determined place and IZOPOL transports the Goods for the Customer, the Goods is considered supplied by the moment when the Customer is able to handle the Goods at such determined place. IZOPOL bears the risk of damage, loss, destruction or other depreciation of the Goods during the transport until the beginning of the unloading at the determined place.
- 5.6. In case of delay with the Goods or Services hand over on behalf of the Customer, i.e. the Goods will not be handed over or the Services could not be provided for reasons on behalf of the Customer within the time period of ten (10) days since the agreed day of the Goods supply or the Services provision, the Customer is obliged to pay to IZOPOL appropriate expenses that arose to IZOPOL as a consequence of this delay of the Customer (in particular, expenses arising from the deposition of the Goods by IZOPOL or in a third party's storage etc.). The Goods shall not be handed over or the Services shall not be provided to the Customer until he/she reimburses these reasonably incurred expenses associated with the Goods storage. If the Customer is in delay with the handing over of the Goods or Services during the period of time exceeding ten (10) days, IZOPOL is entitled to withdraw from the Purchase Agreement.
- 5.7. In case of delay with the Goods supply or the Services provision on behalf of IZOPOL, IZOPOL is obliged to inform the Customer without undue delay, at the latest within fifteen (15) business days, about a additional period of time for fulfilment, appropriately corresponding to nature and quantity of the supplied Goods or provided Services. If a delay in supply of Goods even in this additional period of time occurs on behalf of IZOPOL, the Customer is entitled to withdraw from the Purchase Agreement.
- 5.8. The observance of the supply time periods, including the supply of the Goods or provision of the Services, is conditioned by fulfilling of the contractual obligations by the Customer and providing all necessary cooperation, i.e.
  - i. handover properly and in due time the transport information for the date and place of the supply of the Goods or provision of the Services, if he/she fails to do so, IZOPOL is entitled to send the Goods to the place of its choosing to the usual place of fulfilment or registered office / permanent residence of the Customer after the prior written notification of the Customer, choose the suitable means of transport, or IZOPOL is entitled to store the Goods at the expenses of the Customer. The right of IZOPOL to withdraw from the Purchase Agreement is not affected by the above-mentioned.
  - ii. ensuring the entitled person who is held liable for the unloading of the Goods and is concurrently entitled to the physical handover of the Goods in the agreed period of time and place of fulfilment, in case that the Customer does not ensure the handover of the Goods in the agreed place and time (the authorized person will not be present or willing to fulfil his/her obligations in relation to the handover), IZOPOL is entitled to refuse the handover of the Goods to the Customer. Concurrently, IZOPOL shall secure the storage of the unsupplied Goods and IZOPOL is entitled to request the payment of additional expenses regarding transport, storage and manipulation of the Goods from the Customer.
  - iii. ensuring the entitlement of IZOPOL for the finding out of identification and proof of the entitled person's identity for the handing over of the Goods on behalf of the Customer by means of viewing the identity card with a photograph, alternatively communicating the data necessary for the Goods handover, including the confirmation of such handover, alternatively communicating reservations.

- 5.9. The Customer acknowledges that in case of a change of the Goods supply or the Services provision place or date he/she is obliged to inform IZOPOL about such circumstance without undue delay and that the Customer is obliged to pay the expenses relating to this change.
- 5.10. IZOPOL and the Customer may agree that the general terms and conditions during the selling of the Goods by IZOPOL to the Customer shall be governed by INCOTERMS® 2020 rules, whereas in such case the agreed INCOTERMS® 2020 rules shall prevail over relevant provisions of these GTC that relate to in particular manner of the Goods supply, expenses for the transport and loading of the Goods and the liability transfer for the Goods. Other provisions not regulated by the INCOTERMS® 2020 rules shall further be governed by these GTC. If the Customer and IZOPOL agree upon the usage of the INCOTERMS® 2020 rules without a written specification of the particular parity, the "Ex Works" (the "EXW") parity shall be applied.
- 5.11. Practically, IZOPOL uses in particular these INCOTERMS® 2020 rules which contain the following rules regarding in particular the supply of the Goods, transport and loading expenses of the Goods and the transfer of liability for the Goods:
  - i. **EXW**: IZOPOL shall supply the Goods to the Customer duly at the moment when this Goods is given to the Customer for his/her disposal in a place determined by IZOPOL (typically in the enterprise of IZOPOL), whereas at this moment all liability in relation to the Goods passes to the Customer and the Customer bears the transport and loading expenses of the Goods, which is ensured by the Customer and his/her liability. The Goods is considered to be duly supplied to the Customer also at the moment when the Customer should have handed over these Goods based on an agreement, however failed to hand it over, whereas unless agreed otherwise, the Customer is obliged to hand over the Goods always at the latest within 10 days from the acceptance of information that the Goods is prepared for the Customer's handover. Unless determined otherwise by IZOPOL, the delivery place is always the enterprise of IZOPOL in Podbořany, located at the address Vroutecká 989, Postal Code 441 00, Czech Republic.
  - ii. **FCA ("Free Carrier")**: IZOPOL shall supply the Goods duly to the Customer at the moment when:
    - a. the Goods is given to the Customer by IZOPOL at his/her disposal in the delivery place determined by an agreement of the parties, whereas at this moment all liability in relation to the Goods passes to the Customer and the Customer bears the expenses for another transport and loading of the Goods which the Customer ensures at his liability; in the case mentioned in the previous sentence, the Goods is considered duly supplied to the Customer also at the moment when the Customer should have handed over the Goods based on an agreement but failed to do so; IZOPOL ensures the transport to the delivery place determined by an agreement of the parties at its liability and at its expenses;

or

b. if the premises of IZOPOL are the delivery place, it is duly supplied to the Customer by the loading of the Goods on the means of transport of the Customer for the handover of the Goods, whereas at this moment all liability in relation to the Goods passes to the Customer and the Customer bears the expenses for other transport of the Goods; in this case, the loading is ensured by IZOPOL at its expenses and liability.

If the delivery place is not determined by an agreement of the parties, the delivery place is considered to always be the enterprise of IZOPOL in Podbořany, located at the address Vroutecká 989, Postal Code 441 00, Czech Republic and therefore the FCA rule under article 5.11. par. ii, letter a) of the GTC shall apply.

In relation to this, the Customer declares that he/she has given an instruction to his/her carrier for the issue of a freight note to IZOPOL in case of the Goods supply by the FCA rule, eventually undertakes to give this instruction to the carrier without delay on the notice of IZOPOL.

5.12. In case IZOPOL and the Customer agree on the usage of another INCOTERMS® 2020 parity other than the one stated in the article 5.11. of the GTC, the agreement must be made in a written form and further the parity must be specified in a necessary extent, in particular,

the delivery place must be specified. Otherwise, this INCOTERMS® 2020 parity rule is not binding for IZOPOL.

## 6. PACKAGING

- 6.1. The Goods shall be packaged, eventually readied for transport, in a manner common in a business relation with regard to the place of its supply (delivery) and manner of transportation so that its preservation and protection against mechanical, atmospheric damage or from other impact would be ensured.
- 6.2. The Customer ensures himself/herself at his/her own expenses, eventually upon prior consent IZOPOL ensures at the Customer's expenses for the price of its own expenses and appropriate profit, specific demands for packaging by the Customer's choice.
- 6.3. Packaging expenses and expenses relating to the Goods packaging, excluding the specific packaging under article 6.2. of the GTC, are paid by IZOPOL. Used packaging and fixation materials are returned only in the case when it is expressly agreed.
- 6.4. In cases when the Goods is supplied in a returnable packaging, the Customer is obliged to keep a record on accepted and returned returnable packaging. The Customer is obliged to ensure without delay the returning of the returnable packaging back to IZOPOL during every realised order.

# 7. RESERVATION OF THE OWNERSHIP RIGHT, RIGHT OF RE-HANDOVER OF THE GOODS

- 7.1. The ownership right to the Goods is transferred from IZOPOL to the Customer by full and proper payment of the purchase price for the Goods.
- 7.2. If the Customer fails to provide the agreed deposit for the purchase price to IZOPOL or if he/she fails to pay the entire purchase price and concurrently the Goods will be supplied to the Customer before the fulfilment of such obligations, IZOPOL is entitled to request from the Customer the handover of the supplied Goods back to IZOPOL. In such case the Goods shall be returned to IZOPOL at the latest within five (5) business days from the day of the delivery of notice for returning. The Customer bears the expenses for the returning of the Goods. The obligation of the Customer to fulfil his/her obligations from the Purchase Agreement is not affected by this process.
- 7.3. The Customer is entitled to the re-handover of the Goods after the payment of the entire purchase price and payment of the relating expenses.

## 8. PURCHASE PRICE

- 8.1. The purchase price is the payment for the Goods or for the provision of the Services agreed on the basis of an agreement of the contractual parties, is set in the particular Purchase Agreement by a fixed amount and shall not be unilaterally changed, unless set differently in the Purchase Agreement or these GTC. If the purchase price is not set in the Purchase Agreement, the price for the Goods or for the Services in accordance with the price list of IZOPOL valid at the time of the entering into of the Purchase Agreement applies.
- 8.2. IZOPOL shall sent to the Customer upon his/her request currently valid price list of the Goods or Services.
- 8.3. IZOPOL reserves the right to change prices set in the price list of the Goods or Services, in particular depending on the change of exchange rate, increasing inflation, change of price of the raw material, energies and essential change of supply conditions. The change of prices set in the prices list is effective always at the earliest from the fifth (5<sup>th</sup>) business day from the day of its issue, or other latter day set by IZOPOL. If IZOPOL entered into a Purchase Agreement on regular supply of Goods or Services, the price of which is determined by a reference to the price list of IZOPOL, with the Customer, IZOPOL is obliged to inform such Customer in writing about the change of price in the price list and about its effective day. If an increase in the price of Goods in more than 25 % towards the ordinary price of the Goods for past quarter of a year occurs, the Customer is entitled to withdraw from the Purchase Agreement.
- 8.4. All prices of Goods or Services apply during their handover at an enterprise of IZOPOL and do not include, unless expressly agreed otherwise, irregular packaging, loading on the means of transport, unloading, transport expenses and customs.

- 8.5. Value added tax under respective valid and effective legal regulations is added to the prices of the Goods or the Services.
- 8.6. In case that the Goods shall be in line with the Purchase Agreement by IZOPOL to a determined place other than its registered office or enterprise, the Customer is obliged to pay to IZOPOL the expenses connected to the transport of the Goods. If the amount of transport expenses is not agreed in the Purchase Agreement, IZOPOL is entitled to claim the payment for transport in the amount common in the time of the Goods supply, taking into consideration the manner and object of transport.

## 9. PAYMENT TERMS

- 9.1. The right of IZOPOL to issue the Invoice for the payment of the purchase price and expenses relating to the transport of the Goods or the transport to the place of Services provision under these GTC origins at the moment of the Goods supply or the Services provision or after the sending of a notification to the Customer in delay about the storage of the Goods.
- 9.2. The Invoice must fulfil the following requirements:
  - i. the denomination of the Invoice and its number;
  - ii. identification data of IZOPOL and the Customer;
  - iii. Order number or denomination of the Purchase Agreement under which the fulfilment has been fulfilled and the number of a document on the supply of the Goods;
  - iv. object of supply and the day of its fulfilment;
  - v. full denomination of the bank account on which the payment must be paid;
  - vi. the price for one quantity unit and other price requirements;
  - vii. date of invoice issue and its due date:
  - viii. total invoiced payment for fulfilment;
  - ix. rate and amount of tax;
  - x. date of realization of the taxable transaction or date of acceptance of the fulfilment.
- 9.3. If the Invoice fails to content any of the mandatory requirement, eventually if it will contain an incorrect data, the Customer is obliged to, without undue delay after the finding out of such defect, inform IZOPOL which will ensure immediately the necessary completion or correction of the Invoice. Unless agreed otherwise, the due date is extended until the delivery of the completed or corrected Invoice to the Customer.
- 9.4. The due date of the purchase price in compliance with the Invoice is fourteen (14) days from its issue unless agreed otherwise in the Purchase Agreement or unless a longer due date period is set in the Invoice, in such case, the period of time set in the Invoice applies. The Customer is obliged to pay the purchase price together with the expenses related to the transport of the Goods or to the transport to the place of provision of the Service on the basis of the Invoice issued to him/her by IZOPOL.
- 9.5. IZOPOL reserves the right to set the due date of the Invoice for the purchase price and expenses relating to the transport of the Goods or to the transport to the place of provision of the Service on the day of its handover to the Customer for the supply of the Goods in the registered office or enterprise of IZOPOL or for the Goods sent via mail service provider by cash on delivery on the day of the handover of the Goods with the respective Invoice by the mail service provider to the Customer for the supply of the Goods or the Services the purchase price of which does not exceed CZK 200,000 in accordance with the Purchase Agreement.
- 9.6. Payments paid before the fulfilment of the supply are considered to be a particular payment for the payment of the entire purchase price.
- 9.7. IZOPOL reserves the right to request the payment of the purchase price before the supply of the Goods or the provision of the Service in cases when it consider it suitable with regard to demanded quantity of the Goods or the Services, duration of mutual business relations or other reasons. IZOPOL is entitled to issue within three (3) business day from the entering into of the Purchase Agreement the Invoice for advance payment under this article of the GTC. The Invoice for advance payment under this article of the GTC is due before the

supply of the Goods or provision of the Services, however, it is due at the latest within three (3) business days from its issue, unless agreed otherwise in the Purchase Agreement or a longer due date is stated in the Invoice (in case of discrepancies, the due date in the Invoice prevails). If the Customer fails to pay the payment on basis of the Invoice in accordance with this article of the GTC in advance, IZOPOL is not obliged to supply the ordered Goods or to provide the Services to the Customer.

- 9.8. It is possible to pay the purchase price:
  - cashless transfer to the bank account of IZOPOL stated in the Purchase Agreement or communicated in writing by IZOPOL to the Customer or stated in the Invoice;
  - ii. if the Goods is supplied via mail service provider, it is possible to pay the purchase price via the mail service provider in favour of IZOPOL.
- 9.9. The purchase price is considered to be paid at the moment of the crediting of financial means to the bank account of IZOPOL, eventually by its payment to the mail service provider in relation to the manner of the purchase price payment in accordance with these GTC.
- 9.10. The failure to pay the purchase price by the Customer lasting longer than seven (7) days is considered to be a significant breach of the Purchase Agreement by the Customer and IZOPOL is entitled to suspend the supply of the Goods under entered into Purchase Agreement in such case. In case of the delay on behalf of the Customer lasting longer than ten (10) days, IZOPOL is entitled to withdraw from the Purchase Agreement.
- 9.11. In case of delay with the payment of the Invoice, the Customer is obliged to pay to IZOPOL a contractual penalty in the amount of 0,5 % from the purchase price for each day, even commenced, of the delay, the right for the damages or other expenses and claims of IZOPOL arising from the Customer's delay with the respective payment obligation is not affected by this.
- 9.12. The Customer is not entitled to withhold payments in favour of IZOPOL. The setting off of the Customer's receivable towards the receivable of IZOPOL is admissible only in case of a receivable that became final (lawful) and absolute by a decision or otherwise indisputable receivable recognized by IZOPOL. For the assignment of the Customer's receivable that is to be fulfilled by IZOPOL to a third person, a consent given by IZOPOL is necessary.
- 9.13. The payment of a part of the purchase price shall be carried out in full amount without any deductions, discounts or compensations, unless it follows from the Purchase Agreement or provisions of these GTC otherwise.
- 9.14. IZOPOL is not obliged to accept promissory notes, cheques, other vouchers or other financial means and currencies other than CZK.
- 9.15. If there is a significant deterioration in the property and financial situation of the Customer compared to the situation at the time of the entering into of the contractual relationship, especially due to bankruptcy or imminent bankruptcy, i.e. especially by initiating insolvency proceedings against the Customer or ordering distraint or enforcement of decision on the Customer's property, and in view of all the circumstances, IZOPOL can reasonably assume that the Customer will not be able to fulfil his/her obligations under the executed Purchase Agreement, or during the delay of the Customer with the payment of any receivable to IZOPOL, IZOPOL is:
  - i. entitled to declare all its existing receivables from this Customer immediately due (so-called repayment) and demand their immediate payment;
  - ii. withhold or suspend unfulfilled supplies of the Goods from all Purchase Agreements, without it meaning violating the Purchase Agreement or the rights to withdraw from it:
  - iii. withdraw from the Purchase Agreement after prior notice and after providing a reasonable additional period for payment;

this does not apply if the Customer provides IZOPOL with sufficient security for all its due and undue debts towards IZOPOL. If IZOPOL withdraws from the Purchase Agreement for the Customer's failure to pay a due receivable, the Customer is obliged to compensate IZOPOL for any damage incurred in connection therewith. In particular, IZOPOL is entitled to charge the Customer for the expenses associated with the enforcement of the relevant receivable.

#### 10. QUALITY DEMANDS

- 10.1. IZOPOL is held liable for the production of the Goods under the certified quality system, at least in accordance with EN 13163, EN ISO 9001, EN ISO 14001.
- 10.2. IZOPOL is held liable for ensuring that the Goods which are subjected to the provisions of Act No. 22/1997 Coll., on Technical Requirements for Products and on Amendments to Certain Acts, as amended, meets the requirements of relevant technical regulations and that IZOPOL has followed the conformity assessment procedure.
- 10.3. The Goods or the Services must be of the quality and have the properties in accordance with the demand of the Customer in accordance with the Purchase Agreement, otherwise the quality set by the respective technical regulation, respective legal regulation, eventually properties common by the respective kind of Goods with regard to the purpose of its usage. The parties may agree in the Purchase Agreement deviations from the common quality with limited or unlimited validity and take the deviation from the common quality into consideration of the price agreement.
- 10.4. The contractual parties may agree technical conditions before the commencement of the supplies. Technical conditions are considered to be a document which is binding after its approval by the parties and which specifies the Goods as in quality, including properties of the Goods which must be maintained for the whole lifespan period of the Goods. The technical conditions may further specify conditions for control, tests, operation, maintenance, repairs, packaging, storage, denomination and disposal of the Goods.

## 11. LIABILITY FOR DEFECTS OF THE GOODS

- 11.1. IZOPOL is held liable for ensuring that the Goods have the quality and properties agreed in the Purchase Agreement at the moment of its supply and if the quality or properties of the Goods have not been agreed upon between IZOPOL and the Customer, IZOPOL is held liable for the Goods having the quality and properties appropriate for the purpose obvious from the Purchase Agreement and at the moment of the supply corresponds to the technical standards (Czech technical standards) valid at the time of the acceptance of the offer of IZOPOL.
- 11.2. IZOPOL is held liable for defects of the Goods which the Goods has at the moment when the risk of damage passes to the Customer even if the defect becomes apparent after the handing over of the Goods.
- 11.3. IZOPOL is obliged to pack the Goods and prepared it for transport in the manner set by these GTC, the Purchase Agreement, eventually in the manner corresponding to business practises.
- 11.4. The Goods is defective if the Goods is not handed over in the agreed quality and design stated in article 11.1. of GTC or is not supplied in agreed quantity.
- 11.5. Liability for defects is governed, unless stated otherwise in the Purchase Agreement and in these GTC, by the provisions of Sections 1914 to 1925 and 2099 to 2112 of the Civil Code.

# 12. TERMINATION AND EXCLUSION OF LIAIBILITY FOR DEFECTS OF GOODS

- 12.1. IZOPOL is obliged to fulfil its obligations following from the liability for defects only if the Customer is not in delay with the payment of the purchase price, or of a part of the purchase price, of any supply of the Goods or provision of the Services.
- 12.2. The liability for defects does not relate (i) to the depreciation of the Goods caused by its common usage; (ii) to defects for which a lower purchase price has been negotiated; (iii) to defects caused by an unqualified interference of the Customer or of a third person, eventually defects caused by an unqualified assembly or installation; (iv) to defects arising from improper transport and improper storage, unqualified or inappropriate handling or manipulation, in particular during the usage of the Goods in conditions which do not correspond by its parameters to the conditions stated in the Goods documentation (in particular in technical sheets, instruction handbooks, certification and declaration of performance) or its usage that is contrary to the recommendation and instruction of the producer, eventually by its exposure to unfavourable outside impacts.
- 12.3. If things that have been handed over by the Customer were used for the production of the Goods, IZOPOL is not held liable for the defects of the Goods that were caused as a consequence of the usage of these things if IZOPOL could not have discovered, while

- carrying out due care, the inappropriateness of these things for the production of the Goods or if IZOPOL warned about it, however, the Customer insisted on their usage.
- 12.4. IZOPOL is not held liable for the defects of the Goods about which the Customer knew at the time of the entering into of the Purchase Agreement or must have known with regard to the circumstances under which the Purchase Agreement has been entered into, unless the defects concern the properties that the Goods should have had under the Purchase Agreement.
- 12.5. If IZOPOL supplies the Goods with the consent of the Customer before the time period set for its supply, it can supply the missing part or missing quantity of the Goods until this time period or supply substitute Goods in place of the defective supplied Goods or remedy the defects of the supplied Goods.
- 12.6. Information provided by IZOPOL in offers, prospects, advertisement or other promotional materials that relate to size, weight, colour design or other similar properties of the Goods being sold are not data guaranteed by IZOPOL and they are of a purely informative character. IZOPOL is held liable for the correctness of data included in the Purchase Agreement or documentation handed over together with the Goods during its sale.

## 13. PROCEDURE DURING THE CLAIMING AND SETTLEMENT WARRANTY CLAIMS

- 13.1. The Customer is obliged to carry out with due care, eventually ensure in a qualified manner, the inspection of the Goods as soon as possible after the risk of the damage of the Goods (ordinarily after the handover of the Goods from the carrier) passes and verify properties and quantity of the Goods. If the Customer fails to inspect the Goods, he/she can claim the claims from defects discoverable by such inspection only if he/she proofs that the Goods had these defects at the moment when the risk of damage passed.
- 13.2. If IZOPOL ensures the transport, the Customer shall verify properly and thoroughly the state of the supply (in particular the number of packages and that the package is not damaged) during the handover from the carrier under the freight note. If the Customer identifies a defect or other damages of the Goods probably caused by transport and/or during the transport, he is obliged to notify IZOPOL without undue delay of such information in writing and to not manipulate with the Goods in any way and to preserve the original packaging of the Goods. In case of a breach of this obligation, the Customer is held liable for any damage inflicted to IZOPOL.
- 13.3. The Customer is obliged to notify IZOPOL of obvious defects without undue delay, at the latest within three (3) business days from the handover of the Goods. In case of delivery of a damaged or opened supply, the Customer shall not hand it over, otherwise the Customer loses the right to a warranty claim of the supplied Goods.
- 13.4. The Customer is obliged to notify IZOPOL of hidden defects no later than ten (10) calendar days from the moment he/she has discovered or would have discovered the defect through carrying out due care; in case of the provision of a contractual warranty on behalf of IZOPOL no later than until the expiration of the warranty period, otherwise his/her defects of the Goods claim terminates.
- 13.5. The Customer is obliged to set up claims to defective fulfilment by IZOPOL through a written notification denominated by the words "WARRANTY CLAIM" and by presenting the Goods if the nature of the Goods allows it.
- 13.6. In the notification the Customer is obliged, besides other things, to:
  - i. describe what is the defect;
  - ii. state how the defect is become evident;
  - iii. submit the Invoice, receipt on the fulfilment of the obligation (receipt, delivery note or handover protocol); and
  - iv. submit the warranty declaration (certificate of warranty), if it has been handed over to the Customer:

if the Customer fails to submit these documents, IZOPOL has the right to refuse the warranty claim.

13.7. The Customer is obliged to enable IZOPOL the examination of the warranty claimed Goods in the state in which it has been at the moment of the defect (deficiencies) discovery.

- 13.8. When setting up the claim to a defective fulfilment, in case of significant breach of the Purchase Agreement, the Customer has the right to:
  - remedy the defect by supply of new Goods without defects or by supply of the missing part of the Goods;
  - remedy the defect by repairing the Goods;
  - iii. a reasonable discount from the purchase price; or
  - iv. withdraw from the Purchase Agreement.
- 13.9. When claiming the rights from a defective performance, in case of insignificant breach of the Purchase Agreement, the Customer has the right to:
  - i. remedy the defect;
  - ii. a reasonable discount from the purchase price.
- 13.10. If IZOPOL does not acknowledge the defects claim of the Goods, it shall notify the Customer within thirty (30) days in the case of obvious defects and within sixty (60) days in case of hidden defects from the day when the defects were complained by the Customer and it was able to inspect the Goods subject to the defects claim.
- 13.11. The warranty claim procedure does not affect the obligation of the Customer to pay the purchase price for the Goods.
- 13.12. The Customer has the right to choose a warranty claim with regard to the fact if the supply of the defective Goods signifies a significant or insignificant breach of the Purchase Agreement by IZOPOL (in line of the Section 2106 and 2107 of the Civil Code).
- 13.13. If IZOPOL ensures the warranty claim of any Goods for the Customer, IZOPOL is not held liable for the successful settlement of such warranty claim.

## 14. INDUSTRIAL RIGHTS

- 14.1. IZOPOL is held liable for ensuring that the Goods as a whole or its individual parts and components do not infringe the industrial or other similar rights of third parties.
- 14.2. Neither license to usage or a consent to use is provided by the Purchase Agreement nor any right to inventions, patents, industrial patterns, utility patterns, trademarks, business name, know-how, copyright or any form of industrial or intellectual property rights is transferred by the Purchase Agreement.
- 14.3. In case that the Goods is produced in accordance with the technical documentation of the Customer which the Customer provided or enabled in any other way the introduction of it to IZOPOL for such purpose, the Customer is obliged to ensure the respective industrial or copyright rights to such Goods. In the opposite case, the Customer is held liable for damage inflicted to IZOPOL arising from the eventual breach of such rights.
- 14.4. IZOPOL is obliged to inform on the usage of all of its own patents, utility and industrial designs for the Goods as well as of the licence usage of the patents, utility and industrial designs. Neither own not licence industrial rights for the Goods may exclude or limit the export of final products of the Customer.
- 14.5. The Customer undertakes to without undue delay inform IZOPOL on the counterfeits of the Goods about which he/she gets to know in the area of his/her activity and provide it with appropriate support necessary to properly and effectively prevent the sale of counterfeits.

## 15. VIS MAIOR

- 15.1. Neither party shall be liable to the other party if it is in delay with fulfilment of any obligation, if such delay is caused by an extraordinary unforeseeable and insurmountable obstacle beyond the control and will of that party, which means in particular a devastating fire, storm, flood, earthquake, explosion, accident, war, terrorist act, sabotage, epidemic, quarantine restrictions, embargo etc. The party who invokes a case of force majeure is obliged to notify the other party in writing without undue delay of the occurrence of a case of force majeure.
- 15.2. If the case of force majeure lasts without interruption for more than two (2) months, the affected party is entitled to withdraw from the Purchase Agreement by a written notice to the party invoking the case of force majeure.

#### 16. PROTECTION OF INFORMATION

- 16.1. Confidential information are considered to be any information of business, production, technical, financial, organizational nature relating directly or indirectly to IZOPOL, its employees, business partners, customers, kept in any form or on any carrier, as well as information provided orally or in another manner to the Customer while negotiating the entering into the Purchase Agreement or on the basis and in connection to the Purchase Agreement by IZOPOL, member of its bodies, employees, counsels, persons controlled by it, eventually other persons designated as such by IZOPOL or further any pieces of information or circumstances which relate directly or indirectly with the Goods or activities of IZOPOL.
- 16.2. Data or data complex mentioned on a certain technical carrier of data as well as the respective data carrier on which the data is recorded including such documentation, messages and communication sent by any form is also considered to be confidential information.
- 16.3. Confidential information is not considered to be such that:
  - are or become publicly known during the effectiveness of the Purchase Agreement or the GTC by a manner other than by a breach of obligations set by respective legal regulations, the Purchase Agreement or these GTC or by a breach of obligation of a third party;
  - ii. are proven to be known to the Customer before IZOPOL given him/her access to them and without the obtaining of this knowledge by means of illegal action of the Customer or a third party.
- 16.4. Confidential information as determined in these GTC that IZOPOL provides on the basis or in relation to the Purchase Agreement or negotiations on its entering into provides or in other way enables knowledge of them to the Customer, the Customer as a whole or its individual parts:
  - i. shall not make publicly known or disclose them to third persons;
  - ii. shall not use them in another way or for another purpose other than agreed;
  - iii. shall not in any manner copy or make transcripts etc. without the prior consent of IZOPOL:
  - iv. shall keep, handle them and process them so a breach of the provisions of the Purchase Agreement, these GTC or a respective legal regulation does not occur;
  - v. shall not use them to gain own advantage or an advantage of a third person, unless it follows from the provisions of the Purchase Agreement or these GTC, or
  - vi. shall not in another way abuse them contrarily to the interest of IZOPOL;
- 16.5. Confidential information including the carriers on which they are recorded are and remain sole property of IZOPOL even after the handing over or other disclosure of them to the Customer under these GTC or an executed Purchase Agreement.
- 16.6. Obligations under these GTC and executed Purchase Agreement do not limit the potential obligation of the parties to disclose information and communication to official authorities, in particular to courts and law enforcement authorities in criminal proceedings, if such obligation follows from generally binding legal regulation or a final and absolute decision issued on the basis and in accordance with a generally binding legal regulation.
- 16.7. The Customer undertakes to return all materials in paper form and technical carriers of data which contain confidential information and which he/she obtained on the basis of or in relation to these GTC or the executed Purchase Agreement to IZOPOL within ten (10) days after he/she has been called to return the confidential information.
- 16.8. Concurrently, the Customer is obliged within the same period of time to destroy all copies, transcripts etc. on confidential information as well as irrecoverably delete the confidential information from IT, audio-visual or other similar device. The Customer shall confirm the destruction and deleting of the confidential information to IZOPOL by an affidavit which the Customer shall handover together with the returning of the confidential information.
- 16.9. The Customer undertakes to handle personal data of persons from IZOPOL in accordance with legal regulations and the set system of personal data protection in IZOPOL in the sense

of the Information Memorandum on Personal Data Protection of IZOPOL available on the website:

http://www.izopol.cz/images/GDPR/INFORMACNI\_MEMORANDUM.PDF

## 17. WITHDRAWAL FROM THE AGREEMENT

- 17.1. IZOPOL or the Customer may withdraw from the Purchase Agreement for legal reasons. From such part of the Purchase Agreement regarding which the fulfilment (partial) or counter-fulfilment has already been provided, the withdrawal must not occur. It is possible to withdraw from the Purchase Agreement as a whole, even if partial fulfilment already occurred if the provision of all fulfilment between the parties is the sole purpose of the Purchase Agreement and partial fulfilment would not be economically justifiable.
- 17.2. If the Customer is in delay with the payment of the Goods purchase price, including relating payments and does not pay the amount due even in additional period for payment set by IZOPOL for this purpose, IZOPOL is entitled to withdraw from the Purchase Agreement by a written notice sent to the Customer.
- 17.3. The withdrawal is effective towards the Customer on the day of the withdrawal notice delivery. The Customer is obliged to return to IZOPOL at his/her expenses Goods or compensate damage inflicted by breach of a contractual obligation without undue delay. The withdrawal does not affect IZOPOL's right to contractual penalties, interest on late payment and compensation for damage due to breach of obligations by the Customer under the Purchase Agreement.
- 17.4. In other cases, the provisions of the Civil Code regulating unjust enrichment shall be applied for the settlement of rights and obligations of the parties for the purpose the Purchase Agreement termination by withdrawal.
- 17.5. IZOPOL is entitled to cancel entered into and still yet to be fulfilled Purchase Agreement by payment of a payoff in the amount of 5 % from the order volume, i.e. 5 % from the agreed purchase price without VAT and to pay it without any other compensations for the Customer. In such case, it applies that by payment of the payoff IZOPOL and the Customer have fully settled their rights and obligations.

## 18. COMPENSATION FOR DAMAGE

- 18.1. Should any of the parties breach an obligation set in the Purchase Agreement, the party shall compensate the damage that arose to the other party, eventually to the person who should have evidently benefited from the fulfilment of the agreed obligation.
- 18.2. The manner and extent of the compensation for damage is governed by the provision of Section 2951 and seq. of the Civil Code.
- 18.3. The Customer may claim the right for the damage compensation that arose from the defective Goods only in the extent in which he/she was not successful in claiming claims from the liability of defective Goods, including eventual quality warranty. IZOPOL is held liable for the damage caused to the Customer up to the amount of the purchase price of the supplied Goods as a consequence of the defect or other breach of an obligation on behalf of IZOPOL regarding the supplied Goods of which a damage to the Customer arose. If a damage higher than the damage corresponding to the price of the supplied Goods could occur, the Customer is obliged to notify IZOPOL about this fact before the entering into of the Purchase Agreement, otherwise, IZOPOL is not held liable for such damage.
- 18.4. The obligation of IZOPOL for the compensation of damage is covered by IZOPOL's insurance on liability for damage and for damage caused by the place a defective product the Goods on the market or the provision of works that occur after its handover, on the basis of an insurance agreement with the insurer. In case of the claiming of the claim of damage compensation against IZOPOL, the Customer is obliged to provide IZOPOL with all necessary cooperation for the timely and proper report of the insured incident and settlement of such claim within the insurance indemnity.
- 18.5. IZOPOL's claim on inflicted damage compensation is not affected by the payment of the contractual penalty or of another sanction in favour of IZOPOL.

#### 19. APPLICABLE LAW AND DISPUTE RESOLUTION

- 19.1. All legal relations between the parties arising in connection and on the basis of executed Purchase Agreements and these GTC are governed by the laws of the Czech Republic, excluding the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods and excluding the application of conflict-of-law rules.
- 19.2. Any disputes arising between the parties from the executed Purchase Agreements and these GTC shall be resolved in particular by mutual negotiations of the parties. If the parties do not succeed in resolving the dispute between them even after appropriate efforts and in all cases within thirty (30) days since the origin of the dispute, than such dispute arising from or in connection to the purchase agreement or its breach, termination or invalidity, shall be resolved by the competent court in the Czech Republic. In case that the Customer is an international subject, the competent court is locally competent court according to the registered office of IZOPOL.

## 20. DELIVERY OF DOCUMENTS AND INFORMATIONAL OBLIGATION OF THE CUSTOMER

- 20.1. Any notification, request, consent, instruction, communication or any other document shall be considered validly delivered and accepted if it will be made in written form. This does not affect the possibility of the parties to send accounting documents, in particular invoices, in an electronic form; in case that one party does not agree with an electronic manner of invoicing, it is obliged to notify the other party of its disagreement at the latest within five (5) business days from the acceptance of the electronic accounting document.
- 20.2. Documents sent between the parties are considered to be delivered on the day of their receipt by the addressee (delivery to the addressee's registered office) or on the day when the addressee refuses to accept the document or on the day when the mail was deposited by the mail service provider.
- 20.3. The document being sent to the other party is sent in paper form with unique identifiers and the sender's signature.
- 20.4. The contractual parties undertake to notify each other immediately of any changes in their contact data (addresses for the delivery and telecommunication contacts or electronic addresses).
- 20.5. The Customer is obliged to inform IZOPOL in sufficient advance about its bankruptcy, imminent bankruptcy or other circumstances which could inflict damage to IZOPOL or to other persons with whom IZOPOL cooperates, and also carry out all measures which prevent the origin of such damage, otherwise the Customer is held liable for all damage inflicted to IZOPOL or other persons with whom IZOPOL cooperates.

## 21. MUTUAL AND FINAL PROVISIONS

- 21.1. Unless stated otherwise, the relations between IZOPOL and the Customer are governed by relevant provisions of the Civil Code on the purchase of a movable thing.
- 21.2. In accordance with the provisions of Section 1752 of the Civil Code, IZOPOL reserves to change of modify these GTC at any time without the consent of the Customer to a reasonable extent, and to do that in particular for the purpose of efficiency and improvement of the quality of provided services. In such a case, IZOPOL is obliged to provide the Customer with the new version of the GTC. If the Customer does not notify IZOPOL of its disagreement with the wording of the changed or amended GTC no later than five (5) calendar days before the effective date of the change or amendment to the GTC, the Customer accepts the proposed change to the GTC. In case that the Customer does not agree with the proposed change of the GTC, he is entitled to terminate the Purchase Agreement, whereas the length of the termination period is thirty (30) days.
- 21.3. The Customer confirms by the issue of the order that he/she accepts the wording of the GTC without any reservations.
- 21.4. These GTC become valid and effective on 01/01/2020. Previous wording of the GTC effective from 2 January 2014 is applied on contractual relations that arose until the effective date of these GTC.
- 21.5. Annex to these GTC is: Price List of the Goods