



SPECIALIZED WHOLESALER OF PHOTOVOLTAIC PRODUCTS

**GENERAL TERMS AND CONDITIONS**  
**for entrepreneurs and legal entities**

**General Terms and Conditions of GBC Solino s.r.o., ID No. 469 83 465, registered office at U panelárny 551/10, 779 00 Olomouc – Chválkovice, registered in the Commercial Register kept by the Regional Court in Ostrava, Section C, Insert 15895, to the Purchase Agreement**

## **1. INTRODUCTORY PROVISIONS**

- 1.1 These Terms and Conditions (hereinafter also referred to as "GTC" or "Terms and Conditions") regulate, in accordance with the provisions of Section 1751 of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter also referred to as the "**Civil Code**"), the mutual rights, obligations and relationships arising between the contracting parties under the Purchase Agreement (or the Master Purchase Agreement) or in connection with these, with GBC Solino s.r.o, ID No. 469 83 465, registered office at U panelárny 551/10, 779 00 Olomouc – Chválkovice, registered in the Commercial Register kept by the Regional Court in Ostrava, Section C, Insert 15895, as the Seller (hereinafter referred to as the "**Seller**") as one party and the Buyer (hereinafter referred to as the "**Buyer**") as the other party, whereas the subject of the purchase is the goods offered for sale by the Seller (hereinafter also referred to as the "Subject of the Purchase" or the "Goods"). The Buyer and the Seller are also collectively referred to herein as the "Contracting Parties" or "Parties" or each individually as a "Contracting Party" or "Party".
- 1.2 The Terms and Conditions apply only to cases where the Buyer is an entrepreneur pursuant to the provisions of Section 420 et seq. of the Civil Code and at the same time the Buyer must intend to use the purchased Goods exclusively for business purposes.
- 1.3 By placing a Purchase Order as a proposal for the conclusion of the Purchase Agreement, or by concluding the Master Purchase Agreement, the Buyer confirms that it has read these GTC and that it expressly agrees with them, in the wording valid and effective at the time of sending the Purchase Order or concluding the Master Purchase Agreement. The Buyer also agrees that the mutual relations between the Buyer and the Seller shall be governed by these GTC.
- 1.4 Any deviating written provisions concluded by the Contracting Parties in the Purchase Agreement shall prevail over the provisions of the Master Agreement and these GTC, and the written provisions of the Master Agreement shall prevail over the provisions of these GTC.
- 1.5 The provisions of the GTC shall prevail over the optional provisions of generally binding regulations, especially the Civil Code.
- 1.6 The Seller may unilaterally change or supplement the wording of the GTC. This provision shall not affect the rights and obligations that arose during the validity of the previous version of the Terms and Conditions.

## **2. CONCLUSION OF THE PURCHASE AGREEMENT**

- 2.1 The Purchase Agreement between the Seller and the Buyer is usually concluded by the Buyer making a proposal for the conclusion of the Purchase Agreement addressed to the Seller (hereinafter referred to as the "**Purchase Order**") via **e-mail**. The Buyer's Purchase Order may be preceded by a price offer from the Seller sent to the Buyer, usually also by e-mail (hereinafter also referred to as the "Offer"). The moment of conclusion of the Purchase Agreement is considered to be a written confirmation of the Buyer's Purchase Order by the Seller, usually made by e-mail. The Buyer is entitled to change (amend) the already concluded Purchase Agreement in writing once, provided that this written change of the Purchase Order is delivered (usually by e-mail) to the Seller within 7 days of receipt of the written confirmation of the Buyer's Purchase Order by the Seller, whereas the Buyer shall indicate the concrete proposal for modification of the Purchase Order. In such a case, the

moment of conclusion of the Purchase Agreement is considered to be the written consensus of the Contracting Parties on the content of the amended Purchase Order, i.e. a written acceptance of the change of Purchase Order by the Seller, delivered to the Buyer usually by e-mail.

- 2.2 The Buyer is obliged to provide the Seller with at least the following information in the Purchase Order:
  - 2.2.1 identification of the Buyer, i.e. the Buyer's name (in the case of an individual entrepreneur) or the Buyer's business name, registered office or place of business, ID No. and, if applicable, VAT No.,
  - 2.2.2 telephone and **e-mail** (or fax),
  - 2.2.3 code and name of the Goods according to the current price list or valid price offer,
  - 2.2.4 proposed delivery time (for Goods that are not in stock),
  - 2.2.5 method of collection of the Goods or the method of transport of the Goods to the Buyer,
  - 2.2.6 delivery address (if different from the billing address) and the contact person for collection (if the place of delivery is not specified, the place of delivery shall be the Seller's registered office),
  - 2.2.7 reference to and acceptance of these Terms and Conditions and exclusion of the Buyer's terms and conditions.
- 2.3 If the Purchase Order does not contain the details specified in clause 2.2 of the GTC or contains incorrect information (e.g. in the designation of the Goods, price, etc.), the Seller shall notify the Buyer of the deficiencies or add them to the Purchase Order confirmation, in which case the Buyer shall be obliged to accept the completed Purchase Order confirmation in writing, usually by e-mail. However, the Agreement shall be deemed concluded even if the Agreement (Purchase Order or Purchase Order confirmation) lacks any or all of the information specified in clause 2.2 of these GTC.
- 2.4 The Purchase Agreement is concluded only after all of its details have been agreed. If the Purchase Order confirmation contains additions, reservations, limitations, deviations or other changes, this expression of intent shall constitute a rejection of the Purchase Order and an expression of a new Purchase Order. The Buyer's Purchase Order must not refer to other terms and conditions (e.g. the Buyer's purchase terms, etc.) than these GTC. The Buyer assumes the risk of change of circumstances in connection with the rights and obligations arising under or in connection with the Purchase Agreement. The contractual relationship between the Seller and the Buyer is established by delivery of the acceptance of the Purchase Order.
- 2.5 By placing the Purchase Order in accordance with clause 2.1 of the GTC, the Buyer confirms and accepts these GTC and confirms that it is familiar with their content.
- 2.6 The Buyer is aware that the purchase of Goods from the Seller's assortment shall not give the Buyer any rights to use registered trademarks, trade names, company logos or patents of the Seller or other companies and undertakes not to use them, unless otherwise agreed in a specific case by a special agreement.
- 2.7 The Buyer is obliged to provide correct and truthful information in the Purchase Order. The details provided by the Buyer when ordering the Goods are considered correct by the Seller. If these details prove to be false, the Buyer shall bear the associated costs.
- 2.8 Any and all presentations of the Goods offered by the Seller in the context of concluding the Purchase Agreement that use means of remote communication, located on the web interface [www.gbc-solino.cz](http://www.gbc-solino.cz), are for informative purposes, and the Seller is not obliged to conclude the Purchase Agreement regarding these Goods. The provisions of Section 1732(2) of the Civil Code shall not apply.

### 3. PURCHASE PRICE

- 3.1 For the purposes of these GTC, the purchase price means the monetary amount agreed in the Purchase Agreement, which the Buyer is obliged to pay to the Seller in return for the Seller allowing the Buyer to acquire ownership of the Subject of the Purchase.
- 3.2 The Seller accepts payments only in the currency indicated on the issued tax document (invoice).
- 3.3 The purchase price is set contractually as the price agreed between the Seller and the Buyer as stated in the Purchase Agreement.
- 3.4 Unless provided otherwise, the purchase price stated in the Seller's price list or the Purchase Agreement is quoted VAT exclusive, and the Seller shall add VAT to such purchase price at the statutory amount determined by the legislation applicable as per the date of conclusion of the Purchase Agreement.
- 3.5 The purchase price does not include the cost of transport, delivery of the Goods or packaging, unless otherwise agreed. The costs associated with the packaging and delivery of the Goods cannot be determined in advance and shall be charged by the Seller to the Buyer taking into account the number of packages, their dimensions and weight as well as distance.

### 4. PAYMENT TERMS

- 4.1 The Buyer is obliged to pay the Seller the purchase price for the Goods in accordance with the Purchase Agreement as agreed between the Seller and the Buyer.
- 4.2 The invoice (tax document), which also indicates the purchase price, is usually sent to the Buyer electronically to the Buyer's e-mail address. The Seller is also entitled to send the invoice to the address of the Buyer's registered office, to the address of the Buyer's place of business, or to the address that the Buyer explicitly indicates to the Seller as the delivery address, possibly together with the Goods. The Buyer is obliged to notify the Seller of any non-delivery of the invoice (tax document) in a demonstrable and prompt manner, no later than 3 days from the date of delivery of the Goods. The invoice (tax document) may also be delivered to the Buyer in person upon receipt of the Goods at the Seller's registered office.
- 4.3 The Contracting Parties agree that the paper invoice can be replaced by the electronic invoice, which can be sent to the Buyer by e-mail. For this purpose, the Buyer grants consent to the Seller to send tax documents in electronic form by electronic means within the meaning of Section 26(3) of Act No. 235/2004 Coll., on Value Added Tax, as amended.
- 4.4 The purchase price of the Goods is payable as follows:
  - 4.4.1 in the case of personal receipt of the Goods at the Seller's registered office, on the date of the personal receipt of the Goods, unless a different due date of is agreed in the invoice (tax document), based on an agreement between the Seller and the Buyer,
  - 4.4.2 in the case of transport of Goods by a carrier, on the date of receipt of the Goods from the carrier, unless a different due date is agreed in the invoice (tax document), based on an agreement between the Seller and the Buyer,
  - 4.4.3 if the Buyer so chooses, or if the Seller so determines and notifies the Buyer, in accordance with the provisions of clause 4.7 of these GTC, by transfer to the Seller's bank account prior to shipment or prior to receipt of the Goods.
- 4.5 The Buyer is entitled to pay the purchase price to the Seller by wire transfer to the bank account indicated in the invoice (tax document), in which case the payment of the purchase price shall be deemed to have been made on the date of crediting the purchase price to the Seller's bank account.
- 4.6 Ownership of the Goods shall pass to the Buyer only at the moment of full payment of the purchase price by the Buyer to the Seller, until which time the Goods shall remain the

exclusive property of the Seller. The risk of damage to the Goods shall pass to the Buyer in accordance with clause 5.3 of these GTC.

- 4.7 The Seller is always entitled, but especially in the case of a higher value of Goods, or if the Seller has not yet dealt with a particular Buyer and no Purchase Agreement or Master Agreement has been previously concluded between them, or in case that there is no closer business cooperation between the Parties, to require payment of the purchase price in advance, i.e. before the Goods are shipped to the Buyer, or before the Buyer takes over the Goods. Closer business cooperation means regular conclusion of purchase agreements in the past.
- 4.8 In particular, if the Goods are not in stock at the Seller (but also in other cases at the Seller's discretion), the Seller is entitled to set an **advance payment** in the Purchase Order confirmation according to clause 2.1 of the GTC. The Seller shall issue an advance invoice for the advance payment after conclusion of the Purchase Agreement, indicating the due date of the advance payment, which shall be at least 3 days from the date of dispatch of the invoice. The advance payment is an amount set by the Seller, usually at least 10% of the purchase price.
- 4.9 If the Buyer, in accordance with clause 7.8 of the Terms and Conditions, withdraws from the Purchase Agreement concluded, inter alia, pursuant to clause 4.8 hereof, the Contracting Parties agree, if the advance payment has already been paid by the Buyer, to automatically set off the claim for the return of the advance payment against the compensation payment agreed in clause 7.8 of these Terms and Conditions, as of the moment of delivery of the notice of withdrawal from the Purchase Agreement to the Seller.
- 4.10 **By accepting the Purchase Order and therefore these GTC, the Buyer expressly declares that the provisions of clauses 4.8, 4.9 and 7.8 of the Terms and Conditions are not surprising and could be reasonable expected.**

## 5. DELIVERY TERMS

- 5.1 The Goods are delivered to the Buyer as follows:
- 5.1.1 **by the Buyer's collection of the Goods in person** at the Seller's registered office; in the case of collection of the Goods in person, only the Buyer or the Buyer's representative who presents the Buyer's power of attorney or other authorization to collect the Goods in person is entitled to collect the Goods; the Buyer shall learn whether the Goods are ready by means of remote communication,
- 5.1.2 **by sending the Goods to the Buyer via a carrier who is in a contractual relationship with the Seller**, both in the Czech Republic and in another country; the price of transport is governed by the price list of the carrier effective as per the date of transport of the Goods; the Buyer is obliged to indicate such a place of delivery that the delivery to this place is not disproportionately difficult and that it is possible to deliver the Goods to the said place and to unload them there; in order to take over the Goods, the Buyer is obliged to provide the carrier with assistance; if the Seller incurs costs due to the Buyer's failure to provide assistance to the carrier, the Buyer is obliged to pay these costs at the Seller's request,
- 5.1.3 **by sending the Goods to the Buyer via a carrier, based on a contractual relationship with the Buyer**; the Buyer is obliged to notify the Seller, at least 2 working days in advance, of the date and time of pick-up of the Goods, the specification of the carrier and the person authorized to take over the Goods, otherwise the Seller is entitled to refuse to load the Goods.
- 5.1.4 The Buyer shall pay the transport price in full.
- 5.2 The Goods shall be deemed to have been delivered when they are handed over to the first carrier for transport.
- 5.3 The risk of damage to the Goods (including accidental destruction) passes to the Buyer in

the case of collection of the Goods by the Buyer in person at the Seller's registered office at the moment of receipt of the Goods by the Buyer or the Buyer's representative, and in the case of shipment of the Goods to the Buyer by a carrier at the moment of handing over the Goods to the first carrier for transporting them to the Buyer.

- 5.4 If circumstances of force majeure or other objective factors occur after the conclusion of the Purchase Agreement that prevent the Seller from delivering the Goods to the Buyer on time, the Seller has the right to extend the delivery period or withdraw from the Purchase Agreement. If the Seller proves that it could not have prevented the extension of the delivery time even while exercising all due care, then the Seller shall not be liable for the damage incurred by the Buyer as a result of such extension. For the purposes of these GTC, "force majeure" means an extraordinary, unforeseeable and insurmountable obstacle arising independently of the will of the Contracting Parties which has temporarily or permanently prevented one or both Contracting Parties from providing performance or consideration. For the purposes of these GTC, such an obstacle is deemed to be, in particular, natural disasters, accidents, terrorist attacks, wars, civil disturbances, uprisings or revolutions, strikes exceeding a local scope, epidemics, pandemics, as well as generally binding acts of superior legal authority that substantially limit the Contracting Party's ability to perform and that have been adopted in connection with force majeure within the meaning of these GTC. Events such as lockouts, supplier delivery delays, insolvency, labour or material shortages are not considered force majeure events unless they have been caused by force majeure events.
- 5.5 The Goods are delivered to the Buyer together with a delivery note, which the Buyer is obliged to confirm with its signature upon collection in person. In the case of receipt of the Goods by the Buyer when sending the Goods through a carrier, the Buyer is obliged to confirm the receipt of the shipment to the carrier with its signature.
- 5.6 Upon receipt of the Goods, the Buyer shall confirm to the carrier on the delivery note the type and number of packaging units. If the Buyer finds obvious differences or defects in the Goods, e.g. in the type and number of Goods listed in the delivery note, external damage or marking, the Buyer shall record the differences or defects on the delivery note, on which the Buyer shall also legibly indicate its name, date, or stamp and confirm everything with its signature. The Buyer shall have this delivery note confirmed by the carrier. In the event that the Buyer submits a claim for defects in the Goods in the number of packaging and damaged units of the Goods later, the rights from defective performance shall not be granted in such a case due to late submission.
- 5.7 In the event that the Buyer refuses to accept the Goods due to any of the obvious defects, the Buyer shall indicate this fact on the delivery note, which shall be returned to the carrier together with the defective or incompletely delivered Goods. The Buyer is also obliged to notify the Seller of this fact by e-mail.
- 5.8 In the event that for reasons on the part of the Buyer it is necessary to deliver the Goods repeatedly or in a different way than specified in the Purchase Order, the Buyer is obliged to pay the Seller the costs associated with the repeated delivery of the Goods or the costs associated with a different delivery method.

## **6. DEFAULT OF THE CONTRACTING PARTIES, PENALTIES**

- 6.1 If the Buyer is in default in payment of the purchase price, the Seller is entitled to require the Buyer to pay a contractual default interest in the amount of 0.2% of the purchase price for each day in default until the purchase price is paid in full. The contractual penalty is payable within 7 days of receipt of the Seller's request to pay the contractual penalty (application of contractual penalty). The contractual penalty does not exclude the Seller's right to compensation for damage in full amount.
- 6.2 The Seller shall be entitled to unilaterally set off any financial consideration received from the Buyer against any claims the Seller has against the Buyer.



## 7. WITHDRAWAL FROM THE PURCHASE AGREEMENT

- 7.1 If a Party breaches the Purchase Agreement in a material manner or if these GTC so stipulate, the other Party may withdraw from the Purchase Agreement without undue delay. A material breach is a breach of an obligation of which the Party breaching the Purchase Agreement already knew at the time of conclusion of the Purchase Agreement or must have known that the other Party would not have concluded the Purchase Agreement if it had foreseen the breach; in other cases, the breach is deemed not to be material. For the avoidance of doubt, it is stipulated that the Buyer's default in payment of the purchase price or advance payment for more than 10 days from the due date of the purchase price shall be considered a material breach of the Purchase Agreement, even in the case of the Seller's request for advance payment of the purchase price pursuant to clause 4.7 of these GTC.
- 7.2 The Seller's delay in delivering the Goods shall be deemed an immaterial breach of the Purchase Agreement unless the Parties agree otherwise. The Buyer has the right to withdraw from the Agreement only if the Seller is in delay with the delivery of the Goods by more than 30 days from the agreed delivery date; however, this shall not apply if the Seller has handed over the Goods to the first carrier for transport before the delivery of the withdrawal; in such a case, the withdrawal has no legal effect.
- 7.3 The Seller has the right to withdraw from the Purchase Agreement if the Goods are not delivered for reasons on the part of the Buyer or the Buyer fails to collect the Goods within the time limit communicated by the Seller to the Buyer or agreed between the Contracting Parties or the Buyer otherwise thwarts the delivery of the Goods.
- 7.4 Once the Party entitled to withdraw from the Purchase Agreement has notified the other Party that it is withdrawing from the Purchase Agreement or that it remains committed to the Purchase Agreement, then the notifying Party can no longer change its decision.
- 7.5 Withdrawal from the Purchase Agreement cancels the obligation from the very beginning, and the rights and obligations of the Parties cease to the extent of its effects.
- 7.6 The Seller is entitled to unilaterally set off a claim for compensation for damage to the Goods against the Buyer's claim for reimbursement of the purchase price.
- 7.7 The Contracting Parties agree that the withdrawal must be in writing and delivered to the other Party in accordance with these Terms and Conditions.
- 7.8 **In the event that the Purchase Agreement is concluded, the Buyer may withdraw from the Agreement without giving any reason. In such cases, a compensation payment of 30% of the purchase price or equivalent to the advance payment set by the Seller pursuant to clause 4.8 of these GTC, whichever is higher, is agreed between the Contracting Parties. The compensation payment is due upon delivery of the notice of withdrawal from the Purchase Agreement to the Seller.**
- 7.9 **By accepting the Purchase Order and therefore these GTC, the Buyer expressly declares that the provisions of clauses 4.8, 4.9 and 7.8 of the Terms and Conditions are not surprising and could be reasonable expected.**

## 8. LIABILITY FOR DEFECTS, WARRANTY

- 8.1 The rights and obligations of the Contracting Parties regarding the Seller's liability for defects in the Goods shall be governed by the Civil Code, unless otherwise specified in the GTC.
- 8.2 The Seller has obligations arising from defective performance at least to the extent to which the manufacturer's obligations arising from defective performance continue to exist. If the period of time for which the Goods may be used is indicated on the Goods sold, on their packaging, in the instructions accompanying the Goods or in an advertisement in accordance with other legislation, the provisions on the quality guarantee shall apply.
- 8.3 The provisions referred to in clause 8.2 of the GTC shall not apply to Goods sold at a lower price for a defect due to which the lower price was agreed, for wear and tear of the Goods caused by their normal use, to used Goods for a defect corresponding to the level of use or

wear and tear that the Goods had when taken over by the Buyer, or if it results from the nature of the Goods. The Buyer is not entitled to the right arising from defective performance if the Buyer knew of the defect before taking over the Goods or if the Buyer itself caused the defect.

- 8.4 The Buyer shall inform the Seller of the chosen right when reporting the defect or without undue delay after the reporting of the defect. The Buyer cannot change its choice without the Seller's consent; this shall not apply if the Buyer has requested the repair of a defect that proves to be irreparable.
- 8.5 The Buyer may assert the right arising from defective performance in court if the Buyer has pointed out the defect to the Seller without undue delay after the Buyer has had the opportunity to inspect the Goods and discover the defect, either by marking the defect or by notifying the Seller of the nature of the defect. The defect can be claimed within six months from the date of receipt of the Goods.
- 8.6 Whoever has a right arising from defective performance is also entitled to reimbursement of costs reasonably incurred while exercising this right. However, if the right to compensation is not exercised within one month after the expiry of the period within which the defect must be pointed out, the court shall not grant the right if the Seller argues that the right to compensation was not exercised in time.
- 8.7 The Buyer must point out the defect covered by the warranty to the Seller without undue delay after the Buyer has had the opportunity to inspect the Goods and discover the defect, but no later than within the complaint period, which corresponds to the warranty period.
- 8.8 The Buyer is obliged to claim any defects in the Goods from the Seller solely in writing and without undue delay after the Buyer becomes aware of the defect.
- 8.9 In the case of Goods sold for a lower purchase price, the Seller is not liable for the defect due to which the lower purchase price was agreed.
- 8.10 Goods with damaged packaging must be returned immediately upon discovery of the packaging defect on the delivery of the Goods. When handing over the claimed Goods to the carrier, the Buyer is obliged to have the delivery note confirmed by the carrier.
- 8.11 The Buyer's rights arising from the Seller's liability for defects, including the Seller's warranty liability, shall be asserted by the Buyer in writing at the address of the Seller's registered office.
- 8.12 Claimed Goods must be properly packaged, must not be contaminated and the original packaging must not be damaged, taking into account the nature and type of claim.
- 8.13 Other rights and obligations of the Seller and the Buyer related to the Seller's liability for defects and the related rights and obligations of the Seller and the Buyer are regulated by the Seller's complaints procedure, which is available at: <https://gbc-solino.cz/headpage/vseobecne-obchodni-podminky/> and forms an integral part of these GTC. **The Buyer confirms that it has read the content of the complaints procedure and agrees to it.**

## 9. PROCESSING OF BUYER'S DATA

- 9.1 The Buyer's personal data are processed in accordance with the Seller's privacy policy available at <https://gbc-solino.cz>.

## 10. OTHER CONTRACTUAL ARRANGEMENTS

- 10.1 Without a prior express consent of the Seller, made in writing, the Buyer shall not be entitled to assign (including a security assignment of a claim or right) or pledge its claims against the Seller or assign the Purchase Agreement or any part thereof or the rights and obligations arising therefrom.
- 10.2 The Contracting Parties mutually undertake to address their legal acts in connection with this



Agreement to the address of the registered office of a Contracting Party specified in the header of this Agreement (hereinafter also referred to as the "Contact Address"), or to the data box of a Contracting Party, if this method of delivery is possible. The Contracting Parties are obliged to ensure that documents can be delivered to the Contact Address indicated by them, in particular by ensuring that registered letters are received at the Contact Address by placing a mailbox at the Contact Address and marking the mailbox at the Contact Address with the business name. In the event of a change of Contact Address, the relevant Contracting Party undertakes to inform the other Contracting Party of such change of Contact Address in writing and without delay. The Contracting Parties acknowledge that a breach of the obligation to ensure the possibility of delivery of documents to the Contact Address indicated by them or a breach of the obligation to inform the other Contracting Party of a change of Contact Address may, or will, result in the failure to receive legal acts from the other Contracting Party. In such a case, the legal act shall be deemed to have been duly received by the other Contracting Party. In the event of refusal to accept a registered mail, the document shall be deemed to have been delivered on the date on which the Contracting Party refused to accept it.

- 10.3 For the purposes of these Terms and Conditions, SMS messages, telephone calls, faxes, electronic mail and [www.gbc-solino.cz](http://www.gbc-solino.cz) website interface are considered to be means of remote communication.
- 10.4 The payment of the contractual penalty by the Buyer shall not affect the fulfilment of the original obligation of the Buyer, who shall still be obliged to fulfil the original obligation.
- 10.5 Before the conclusion of the Agreement, the Contracting Parties have communicated to each other all factual and legal circumstances of which they knew or should have known at the time of the conclusion of the Agreement, and which are relevant in relation to the conclusion of the Agreement. Apart from the assurances given by the Contracting Parties in the Agreement, neither Contracting Party shall have any further rights or obligations in respect of any facts which come to light and which were not disclosed by the other Contracting Party during the negotiation of the Agreement. An exception shall be made in cases where the Contracting Party in question has intentionally misled the other Contracting Party regarding the subject matter of the Agreement.
- 10.6 The Contracting Parties do not wish to imply any rights and obligations beyond the express provisions of the Purchase Agreement, the Master Agreement or the GTC from the existing or future practice established between the Contracting Parties, general customary practices or those specific to the industry relating to the subject matter of the Agreement, unless otherwise expressly agreed in the Agreement. In addition to the foregoing, the Contracting Parties acknowledge that they are not aware of any established business custom or practice between them. If either Contracting Party overlooks or disregards any default, breach, delay or failure to perform any obligation under the Agreement, such action shall not constitute a waiver of performance of such obligation, and no waiver shall be deemed effective unless expressed in writing in each case.
- 10.7 In accordance with the provisions of Section 4 of the Civil Code, where every person of ordinary capacity is presumed to have an average common sense and the ability to use it with ordinary care and caution and everyone can reasonably expect this from him or her in legal dealings, the Contracting Parties have assessed the content of the Agreement, including the GTC, and do not find it contradictory, which they confirm with their signature on the Agreement. The Agreement was concluded on the basis of their true and free will after careful consideration of all the circumstances and mutual explanation of its content.
- 10.8 **In accordance with Section 1753 of the Civil Code, by placing the Purchase Order, the Buyer declares that all provisions of these GTC are reasonable and could be reasonably expected.**

## **11. CHOICE OF LAW, JURISDICTION**

- 11.1 If the Buyer is a person with its registered office or place of business in another state, the Parties agree that the contractual relationship between them shall be governed by the valid and effective law of the Czech Republic. In such a case, the law of the Czech Republic shall also govern all other legal relations arising from the Purchase Agreement (including the Master Purchase Agreement and partial purchase agreements).
- 11.2 The Parties agree that the courts in the Czech Republic shall have jurisdiction over disputes. The Parties agree that the court of first instance with territorial jurisdiction is the court in whose district the Seller has its registered office, unless a special law provides for exclusive jurisdiction in a given case.

## **12. FINAL PROVISIONS**

- 12.1 Legal relations between the Contracting Parties not expressly regulated by the Purchase Agreement, the Master Agreement and these GTC are governed by the applicable laws of the Czech Republic, in particular the Civil Code.
- 12.2 In the event that any provision of the GTC, the Master Agreement or the Purchase Agreement is or becomes invalid, ineffective or unenforceable in the future, or is found as such by a competent authority, the other provisions of the GTC, the Master Agreement or the Purchase Agreement shall remain valid and effective, unless the nature of such provision or its content or the circumstances under which it was concluded show that it cannot be separated from the other content of the GTC, the Master Agreement or the Purchase Agreement. The Contracting Parties undertake to replace the invalid, ineffective or unenforceable provision of the GTC, the Master Agreement or the Purchase Agreement with another provision whose content and meaning best correspond to the original provision and the GTC or the Master Agreement or the Purchase Agreement as a whole.
- 12.3 The GTC, the Master Agreement and Purchase Agreements concluded on the basis of them contain a complete understanding regarding the subject matter of the Agreement and all the particulars that the Contracting Parties had and wanted to agree in the Agreement and which they consider important for the Agreement to be binding. No statement made by the Contracting Parties during the negotiation of the Agreement or after the conclusion of the Purchase Agreement shall be construed contrary to the express provisions of the Purchase Agreement, the Master Agreement and the GTC and shall not create any obligation on either Contracting Party.

## **13. VALIDITY AND EFFECTIVENESS OF THE TERMS AND CONDITIONS**

- 13.1 These GTC are valid and effective from 23 September 2024 until an updated version of the GTC is issued.
- 13.2 The current version of the GTC is available on the Seller's website <https://gbc-solino.cz/headpage/vseobecne-obchodni-podminky/>.