

ORPA Paper a.s.  
GENERAL TERMS AND CONDITIONS

**I. General provisions**

1. These General Terms and Conditions (ORs) of ORPA Paper a.s. with its registered office at Lanškroun 563 01, Nádražní 150 (hereinafter referred to as the "Seller") are valid for all deliveries of the seller's goods to all natural and legal persons (hereinafter referred to as the "buyer") and is an integral part of the purchase agreements concluded between the seller and the buyer.

2. The express agreement of the parties to the purchase contract, confirmation of the seller's order, which differs from these General Business Terms, takes precedence over the provisions of these General Terms and Conditions.

3. Buyer's bids (also orders) must be made in writing.

Buyer's Purchase Order must include:

- business name, registered office, tax identification number, place of delivery of the goods
- specification, marking of goods
- ordered quantity

4. The Seller shall acknowledge the Buyer's written order in writing in the form of Order Confirmation or Purchase Agreement within 2 working days of delivery.

Order confirmation and the sales contract must include:

- Seller's business name, registered office, tax identification number
- Buyer's business name, registered office, tax identification number, place of delivery
- number, designation of goods
- unit price
- the total price of the offer according to the valid price list
- expedition date for the buyer's business
- reference to seller's GBT
- stamp and signature (or electronic signature) of the authorised person.

The seller reserves the right to make partial changes to the buyer's order in connection with production capacity.

5. Order Confirmation and the Purchase Agreement is the only and complete document between the Contracting Parties in the same matter. All prior agreements between the parties in the same case, whether written or oral, are superseded by the conclusion of the Purchase Agreement.

6. The subject is only Goods expressly stated and specified in the Purchase Agreement, Order Confirmation.

7. For delivery of a written document, for the purposes of these GBT, delivery is also considered completed by electronic means of communication, by fax or e-mail, if it is clearly conveyed the content of the legal act and the identification of the person who performed the legal act.

## **II. Terms of delivery**

1. The goods ordered by the Buyer shall be delivered by the Seller to the Buyer within the time specified in the Purchase Agreement, and respectively the order confirmation.

Each delivery agreed by the buyer will be accompanied by a delivery note with the following basic data:

- Delivery note number, date
- the designation of the seller, buyer
- Goods item number
- quantity delivered

2. If the agreed delivery time can not be observed for reasons of force majeure or for other objective reasons, such as production capacity, defects in machinery, the Seller shall, without undue delay, notify the Purchaser of the change of the delivery period for the necessary time, that the delivery of goods within this period is considered as proper fulfillment of the seller's obligation.

3. The delivery of the ordered goods will be performed according to the terms of Incoterms 2020, CPT, unless agreed otherwise.

4. Goods can be delivered at a tolerance of + 10% of the agreed quantity.

5. The buyer is obliged to take over the delivered goods and to confirm receipt of the goods on the delivery note. Irregularities in the delivered deliveries of goods which are observable from the accompanying documents and the marking of the goods and obvious defects must be unconditionally marked on the delivery note and signed by the driver and the representative of the accepting party. Otherwise, the rejection will not be considered.

6. If the Purchaser ensures their own removal of the goods, the Seller stores them for free up to 2 days from the date of the dispatch agreed in the purchase contract, the order confirmation. At the end of this period, the seller is entitled to charge storage costs of 25 CZK / 1m<sup>2</sup> / 1 day to the purchaser, the stated storage price is exclusive of VAT.

7. Seller sells the goods in the usual manner of the business. In case of doubt about the usual packaging, it is agreed that the packaging is determined by the seller.

## **III. Transfer of ownership to goods**

1. Ownership of the goods shall pass to the buyer by delivery of the goods to the buyer at the agreed date at the place of the agreed performance. The transfer of goods transfers to the buyer the buyer's risk of damage to the goods.

## **IV. Price of goods and payment terms**

1. The purchase price for the goods is negotiated on the day of conclusion of the contract according to the prices, which are set at the respective price lists of the seller or written offers of the seller. These prices are without legal value added tax.

2. Vendor invoices are payable within 14 days of their issue by transfer to the seller's account, unless otherwise agreed.

3. If the buyer is in default with the payment of the purchase price, the seller is entitled to withhold the unfinished deliveries from all the concluded and unrealised contracts with the buyer, without this act being considered as a breach of his obligation.

4. The pecuniary obligation of the buyer is fulfilled by crediting the relevant amount to the seller's account.

5. If the buyer is in default with the payment of the purchase price, the seller is entitled to charge default interest in the amount of 0.05% of the amount due for each commenced day of delay.

6. Due to the situation on the energy and raw materials markets, we reserve the right to update prices in the event of escalation of supply prices from our subcontractors.

#### **V. Rights of Defective Performance**

1. Obvious defects, including quantitative, commit the buyer to record to DL and apply in writing within 3 working days of the date of receipt of the goods. Tolerance of label movement when glued to cylindrical packaging is 3mm.
2. Permitted percentage of defective products is up to 1% of one delivery.
3. Hidden defects are binding on the buyer in written form no later than 3 working days from the date of their discovery, but no later than 6 months after the receipt of the goods.
4. In the event of a defect being identified, the buyer undertakes to inform the seller of the nature and extent of the defect and identify the defective goods by reference to the vendor's delivery note.
5. If, in the above-mentioned cases, the delivery of the products or part thereof does not correspond to the agreed quality parameters according to the relevant product specification, the buyer and the seller shall send without any delay a complaint report including DL, a label with the goods, packaging, defects) and store non-conforming products separately. The Seller is required to send representatives to assess and resolve qualitative issues within 5 working days of receipt of the Complaint Protocol, unless agreed otherwise. Your own claim will be dealt with in accordance with the Civil Code.
6. If the buyer discovers minor disagreements that he does not intend to deal with in the form of a complaint, he informs the seller immediately of the nonconformities found in the form of a complaint (reminders). The comment must include a DL, a label with the goods, the quantity and the name of the goods.
7. In the event of claims for defective performance and quality assurance, the Seller undertakes to settle eligible claims within 15 working days of the date of written acknowledgment of defects. This method of settling claims for possible defective performance by a material breach of the contract accepts the buyer and declares him the choice of his / her right within the meaning of Section 2106 of the Civil Code.
8. The Seller is liable for any damage incurred by the Purchaser as a result of or in connection with the delivery of goods under these GBCs up to the price of the delivered goods, but only if there is no such circumstance excluding the Seller's liability. A circumstance excluding the seller's liability is always given if the damage is caused by force majeure, including strikes, closures, blockades, fire, floods, traffic disturbances, energy and resource failures, emergencies, and traffic failures for which the seller is not responsible.
9. The Seller is not responsible for defects in goods caused by inappropriate or improper handling of goods or for damage to goods caused by improper storage or inappropriate transportation. The delivered goods must be stored in accordance with the conditions stipulated by the seller, which preserve the quality of the delivered goods, ie at a temperature of 18-23 ° C and a relative humidity of 52 - 55%.
10. The Seller is not responsible for the facts and costs of repairing or repairing the goods by a third party without the prior written consent of the seller.

#### **VI. Use or remove unused parts of products**

1. Unused portions of the seller's products: the buyer undertakes to take the waste to the waste disposal or to place it on the regular landfill, energy use by ecological burning. Any damage caused by inappropriate handling and disposal of unused parts of the product, the buyer undertakes to replace the damaged party in its entirety.

#### **VII. Final Provisions**

1. The relationships governed by these GBTs are governed by the applicable law of the Czech Republic. The Contracting Parties agree that legal relations in the supply of goods under these

GBTs will be governed by the provisions of Act No. 89/2012 Coll., The Civil Code applicable at the time of conclusion of the purchase contract. The buyer is not entitled to assign the rights and obligations of the contracts by any other than written form, and only after prior written consent of the seller. This includes the assignment of buyer's receivables to the seller. The Buyer also undertakes not to establish such rights for lien or other rights in favor of third parties. The assignment of any contract as a whole to the buyer is possible only in writing, subject to prior written consent of the seller. Breach of these contractual obligations results in the invalidity of such legal arrangements.

2. The local jurisdiction of a court for all disputes arising out of or in connection with the supply of goods under these GBTs is governed by the registered office of the seller. However, the seller is entitled to claim his claims also at the general court of the buyer.

3. These GBTs become effective on March 15, 2023 and were published on [www.orpa.cz](http://www.orpa.cz)