

GENERAL BUSINESS CONDITIONS

TOP PRINT Packaging s.r.o.

with the registered office in Brno, Kaštanová 125b, postcode 620 00,
company identification number 27716899, tax identification number CZ27716899,
incorporated in the Companies Register kept by the Regional Court in Brno, Section C, file 54023,
<http://www.toppp.cz/>, E-mail: box@toppp.cz, tel.: 545 422 081
effective since 01.01.2021, published on <http://www.toppp.cz/>

I.

Introductory provisions

1. TOP PRINT Packaging s.r.o. is a trading company with the field of business: production of movables, namely packages.

These General Business Conditions apply to all supplies of the movables delivered by TOP PRINT Packaging s.r.o. (hereinafter referred to as the “Seller”) to any natural or legal person or entity (hereinafter referred to as the “Buyer”).

2. The Seller and the Buyer agree that their mutual business relations are governed by these General Business Conditions. Any deviation from these General Business Conditions should be agreed by the Seller and the Buyer in writing.

3. For the purposes of the relations between the Seller and the Buyer the below specified terms are defined as follows:

“GBC” – these General Business Conditions;

“Parties” – the Seller and the Buyer jointly;

“Packages” – the movables produced by the Seller, determined in the terms of quantity and type under a contract made by and between the Parties;

“Agreement” – a general agreement on terms and conditions of deliveries of the Packages binding the Parties for repeated performance;

“Contract” – a purchase contract made by and between the Parties in accordance with an order placed by the Buyer and accepted by the Seller;

“Standard Package” – a package that has been produced by the Seller and approved by both, the Seller and the Buyer, namely as a reference sample;

“Order” – manifestation of will by the Buyer to make a purchase contract with the Seller sent by post or e-mail.

4. The Parties may make Contracts for individual supplies of the Packages or Agreements binding the Parties for repeated performance, while both of the forms of such agreement are considered purchase contracts, hereinafter referred to as the “Contracts”.

A Purchase Contract made by and between the Seller and the Buyer on a certain type of Packages is considered concluded after a draft offer to make the Purchase Contract is accepted by the other Party. Response to the offer, with an amendment or a deviation that doesn't change the offer conditions in a substantial way, is considered acceptance of the offer if the proposer doesn't reject such acceptance without undue delay. Provisions of a written Purchase Contract supersede provisions of the General Business Conditions.

5. In matters not dealt under the Agreement, Contract or these GBC relations between the Parties shall be governed by the appropriate provisions of Act No. 89/2012 Sb., Civil Code, as amended.

II.

Ordering Packages; making Purchase Contract

1. The Seller shall supply packages to the Buyer in accordance with the Contract within a period of time agreed by and between the Parties. An Order sent by the Buyer to the Seller by post or e-mail is considered a draft Contract.

The Order should contain:

Package specification, namely a proof type (print type), quantity, price, place and date of delivery.

After the Seller receives the Order, he shall confirm it to the Buyer, and he sends, as a part of pre-contract negotiations, the Buyer immediately, but at the latest within five working days, a print type based on the Buyer's design (proof type) for approval. The Buyer shall express his opinion concerning the print type sent by the Seller by e-mail immediately after the Buyer receives it, but at the latest within five working days; if the Buyer approves a print type, he shall state that he insists on the Order.

Only on the day when the Buyer approved the print type the Buyer's Order is considered binding.

The Contract is made by the Order acceptance by the Buyer after he receives the approved print type.

2. If Standard Packages shall be supplied, the Packages will be delivered to the Buyer within three weeks after the Order acceptance by the Seller. The Seller may reject the Buyer's Order for the Standard Package only for serious operational reasons or in the event of change in price terms (e.g. rise in prices of input raw materials necessary for production of the Packages, or rise in prices of powers) if the Parties fail to reach agreement on prices.

3. If the Contract relates to Packages that will get in contact with food, the Buyer shall state the fact in the Order. The Seller may require additional information on the food that the Packages will get in contact with before the Contract is made. If the Buyer fails to state the fact that the Packages will get in contact with food in the Order, the Seller is released of any responsibility for failure to meet the appropriate regulations related to goods determined to get in contact with food.

The Contract shall be concluded upon acceptance of the binding Order by the seller.

III.

Cutting and printing forms, graphic materials, samples

1. The seller reserves ownership and copyright to all cutting and printing forms, graphic references and samples, as well as all drawing documentation and similar materials pertaining to the supplied Packaging, except for those which were delivered by the seller to the buyer.

If the buyer submits to the seller the graphic design of the future Packaging, the materials for compiling such graphic design, or assigns the construction of the required Packaging, it bears all liability for the content of texts, graphic depictions, shapes, etc.

The buyer is fully aware that the content of the graphic design, materials for compiling the graphic design and/or construction of Packaging must not infringe on third-party rights, in particular the rights to trademarks, commercial name, patents, industrial designs, etc.

2. If the cutting forms and/or printing forms / photopolymer blocks were not supplied by the buyer, the buyer shall pay the seller the costs for their development, construction and a share in the costs for their creation. The seller shall bill these costs in a separate tax document, unless agreed otherwise between the Contracting Parties.

3. The seller undertakes to store all production materials, in particular the cutting forms or printing forms / photopolymer blocks, free of charge for a period of 3 years from their last use. If the buyer does not request the materials itself during this period, the seller may liquidate the production materials upon

prior invitation to collect them addressed to the buyer. Samples of printed Packaging made of corrugated, smooth and laminated paperboard are stored only if requested in writing by the customer at latest on the date of delivery of Packaging.

4. The seller is authorised to hand over for recycling the waste material generated in the production of Packaging, which is marked with the buyer's commercial name or logo, the buyer's trademark or other label which the buyer has the right to use.

5. The buyer is obliged to inform the seller in writing in advance of the specific requirements for Packaging arising from generally binding legal regulations (e.g. Decree No. 38/2001 Coll. on the hygienic requirements for products designated for contact with foods). If the subject of the Contract is to be Packaging designated for contact with foods, the buyer is obliged to state these facts in the Order. Before concluding the Contract, the seller is authorised to request additional information from the buyer about the foods which the Packaging is to be in contact with.

In the case of failure to fulfil the above obligations by the buyer, the seller bears no liability for failure to fulfil the respective regulations concerning goods designated for contact with foods, and the buyer undertakes to compensate the seller for damages incurred e.g. from inadequate use of products, application of sanctions by state authorities, etc. In general, it is understood that the Packaging manufactured by the seller for the food industry does not come into direct contact with foods unless agreed otherwise in writing with the customer.

IV. Way of performance

1. The Seller shall deliver the Packages to the Buyer in accordance with the Contract within the period of time agreed by the Parties.

2. The address stated in the Buyer's Order, or in the Agreement or the Contract, is the place of takeover of the Packages by the Buyer.

3. If only an approximate quantity of the Packages is specified in the Contract, the Seller himself determines the accurate quantity of the Packages. The difference shall not exceed the quantity stated in the Contract by more than 5% (five per cent).

4. If it is not agreed otherwise for an individual case in the Contract, the Seller will pack the Packages according to the business practice, in a way suitable for their storage and protection upon transport, namely in transport cartons made of a three-layer corrugated board. The Packages will be put on returnable light-coloured EURO pallets.

5. If transport of the Packages is ensured directly by the Seller, the delivery is fulfilled when the Packages are delivered on the delivery place and handed over to the Buyer. The Buyer shall confirm delivery of the Packages by his signature in the delivery note. If the Buyer fails to take the Packages over on the agreed place and at the agreed time, the Packages will be stored by the Seller who shall issue a tax document (an invoice) for the delivery, and require settlement of the increased costs of transport, handling and storage. The Seller shall send the Buyer a notice about the place where the Seller stores the Packages by e-mail.

6. If the Seller has to send the Packages to the Buyer, the Packages are handed over to the Buyer by handing them over to the first carrier who should transport them to the Buyer stating the address where the consignment should be delivered.

7. The Seller's liability shall be extinct if the accepted Order may not be executed due to force majeure (natural disaster, strikes etc.). The Seller shall inform the Buyer of the fact immediately.

8. The Packages are delivered in a timely manner if the delivery is performed within the term of delivery. The term of delivery means a term agreed by the Seller and the Buyer. The Seller shall not be liable for failure to deliver on term caused by a third party

V.

Risk of damage to Packages

1. The Packages become the Buyer's property upon payment of their price in full; reservation of proprietary rights shall not affect the transfer of risk in accordance with clause 2.
2. Risk of damage to the delivered Packages is transferred to the Buyer at the moment of their takeover. If transport of the Packages is arranged directly by the Seller, risk of damage to the Packages is transferred to the Buyer from the moment of confirmation of the delivery note by the Buyer or his representative on the place of handover of the Packages, and the delivery note serves as a proof of handover of the Packages to the Buyer. If the Seller hands the Packages over to be transported to the Buyer by a carrier, the risk of damage is transferred to the Buyer by handing the Packages over to the first carriers who should transport them to the place of delivery.
3. If the consignment containing the Packages is damaged or lost when transported by public transport, the person who ordered the transport shall lodge a claim in the carrier.

VI.

Price of Packages, terms of payment

1. The purpose price of Packaging refers to the price of Packaging including their wrapping for transport. Transport is not included in the purchase price, unless the Contracting Parties have agreed otherwise.
2. The purchase price of the Packages will be agreed individually for each delivery in Czech crowns, or in a different currency. The price is VAT exclusive, and the appropriate legal rate of VAT will be added.
3. The Buyer undertakes to pay the agreed purchase price to the Seller properly and in a timely manner, in accordance with an invoice – a tax document issued by the Seller on the date of dispatch of the Packages to the place determined by the Buyer, and sent to the Buyer's address within three working days if it is not attached to the delivered Packages. The parties agree that the purchase price will be paid within 15 days after issue of the invoice if the Parties don't agree otherwise in individual cases.
4. Should the Buyer be delayed in payment of the purchase price of the delivered Packages, the Seller is entitled to charge the interest on late payment amounting to 0.05% of the unpaid sum per day of delay, and the Buyer undertakes to pay the interest on late payment to the Seller. The interest on late payment is payable within 15 days after it was charged.
5. If the Buyer is delayed in fulfilment of his monetary liabilities towards the Seller, the Seller is entitled to suspend delivery of the Packages to the Buyer until the unpaid sum(s) is (are) settled in full. In such event the period for delivery of the Packages is extended by the period of delay in payment of the Buyer's monetary liabilities towards the Seller.
6. For the first deliveries of Packages to new Buyers the Seller may require settlement in full in advance or in cash upon delivery.

VII.

Quality of Packages, complaints

1. The Seller shall hold responsibility for defects in the supplied Packages if they don't have the properties agreed under the Contract. The Buyer shall check the Packages immediately after the transfer of risk of damage, and to inform the Seller of any defects he finds out. If the Buyer fails to inform the Seller of the defects in a timely manner, his right to withdraw from the contract shall extinct. Rights resulting from defective performance are subject to provision of Section 2099 and the following of Act No. 89/2012 Coll. (Civil Code).

2. The guarantee period provided by the Seller for the Packages is 12 months from the transfer of risk of damage. The guarantee does not cover defects in Packages caused by unprofessional intervention by the Buyer, inappropriate storage or use of the Packages.

3. Complaints shall be lodged exclusively in writing, giving the delivery date of the Packages, numbers of the appropriate invoice and the delivery note, type of the goods, the pallet and the consignment numbers (original marking of the pallet if possible), the claimed quantity, description of the defect, and with an attached sample, and also specification of the Buyer's requirement how the Seller should handle the complaint.

4. The Buyer shall complain of visible defects in the Packages immediately upon takeover; the defects should be recorded in the delivery note and confirmed by the carrier. Hidden defects should be claimed in writing immediately after they are revealed, but at the latest before the end of the guarantee period on condition that the Packages were stored under conditions suitable for the given type of Packages during the whole period, namely under conditions specified in the appropriate standards.

5. If the parties fail to reach an agreement concerning the defects, the quality should be assessed by an impartial institution or a court-sworn expert. Costs connected with the quality assessment by the impartial institution shall be borne by the Party to the detriment of which the results of the analysis were. If a Party doesn't agree with conclusions of the analysis made by the impartial institution, it shall submit the dispute to the arbitration court stated in the arbitration clause of these GBC.

6. The Seller shall handle the complaint without undue delay, namely in the event of visible defects within 30 days, and in the event of hidden defects within 60 days after delivery of the complaint, or from the date on which the claimed goods were handed over to the Seller. The nature and justification of the claimed defect should also be assessed by the manufacturer of the article used in production of the Packages by the Seller, e.g. the manufacturer of the paper, inks etc. (i.e. the subcontractor). The Seller shall lodge the complaint of the defect in the Packages to be assessed by the subcontractor within 5 working days following after the date on which the Seller receives all documents necessary for the complaint handling from the Buyer. The Subcontractor's opinion may be decisive in the event of such dispute related to the nature and justification of the claimed defect.

7. By the preservation of the qualitative parameters of product is necessary to protect it by transport and storage before destruction.

The products must be stored in original packaging, in indoor area in dry rooms and also must be protected before weather effects, earth humidity and radiant heat.

By storage of products of cardboard is necessary to keep these conditions: temperature in range of +10 until + 35°C and humidity in range of 30% until 60% .

By storage of products of the corrugated cardboard is necessary to keep these conditions: the temperature +10 until +35°C and humidity in range of 40% until 60% and after violation on the original packaging is necessary to enfold it again.

By the products determined for mechanical filling is the processing function only assuming that storage period is max. 6 months from the date of manufacture namely in the original packaging.

By the storage of the products with blister varnish is necessary to keep the temperature in range of + 18 until + 25°C and humidity in range of 45% until 55%.

If the processing method will be not kept the seller is not responsible.

The buyer confirms that he accepted all the informations about lightness of packaging, which are mentioned in attachment of these GTC..

VIII.

Returnable Packages management

1. In the event that returnable packing (pallets) is used for deliveries of the Packages by the Seller, the Seller is entitled to require the pallets to be returned or their exchange for other pallets. If the Buyer fails to return the pallets within 30 days, the Seller is entitled to charge the price of the pallets to the Buyer.

IX.

Arbitration clause

1. By entering into the Contract or the Agreement the Seller and the Buyer undertake to observe the following arbitration clause: Any dispute resulting from or in connection with the contractual relations between the Parties related to supplies of the Packages will be decided finally by the Arbitration Court at the Economic Chamber of the Czech Republic and the Agrarian Chamber of the Czech Republic in accordance with its Rules by a single arbitrator. The place of the proceedings will be in Brno on the address: Masaryk University – Faculty of Law, Veveří 70, Brno, postcode 611 70; if the above-mentioned place of the proceedings doesn't exist, the proceedings will be held on the address of the arbitration court in Prague.

X.

Common and final provisions

1. The Seller and the Buyer shall observe these GBC, and by entering into the Contract or the Agreement they confirm that they have got acquainted with these GBC.

2. If it is not stated otherwise, the relations between the Parties are subject to the Act No. 89/2012 Coll., Civil Code, as amended.

3. The Seller may modify these GBC, and the new wording comes into force on the date of publishing on <http://www.toppp.cz>.

Publishing of the new wording of the GBC is considered notified to the Buyer even in the case of repeated performance in accordance with the Agreements. The Buyer shall get acquainted with the current wording of the GBC before each new Order of the Packages.

4. Appendix No.1 to these General Business Conditions contains information about light stability of the inks; Appendix No. 2 contains a form of an order.

The general terms and conditions are valid from 1.1.2021.

Appendix No.2 – Order Form

Order number:

Buyer (customer)

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ident. no.:
tax ident. no.:
bank connection:

account number:

Seller:

TOP PRINT Packaging s.r.o.
Brno, Kaštanová 125 b, postcode 620 00
Incorporated in the Companies Register kept by
the Regional Court in Brno, Section C, insert
54032, ident. no.: 27716899,
tax ident. no.: CZ27716899
bank connection: Raiffeisenbank a.s.
Jánská 1/3
602 00 Brno

account number: 2695882001/5500
IBAN: CZ50550000000002695882001/5500
SWIFT: RZBCCZPP

The Buyer orders the below specified goods from the Seller, and the Buyer undertakes to take over the goods after acceptance of the order and delivery, and to pay the purchase price of the goods:

Designation of the goods	Quantity	Price, VAT excl.
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Place of delivery:.....

Transport: - transport of the goods will be arranged by the Buyer at his own costs
- transport of the goods will be arranged by the Seller at his own costs
(choose one of the above-mentioned possibilities)

The date of maturity of the price of the goods/invoice is withindays after the invoice date.

Other conditions:

The Parties agree that the duty to mark the goods is met by filling-in the transport documents and the delivery note accompanying the goods. The risk of damage to the goods is transferred to the Buyer from the moment of completion of the delivery. From the moment the Buyer shall protect the supplied articles from damage or theft. The Buyer becomes an owner of the goods only after payment of the purchase price in full.

If the Buyer is delayed in payment of the purchase price, the Seller is entitled to charge the interest on late payment amounting to 0.05 % of the sum owing per day of delay to the Buyer.

The Seller's liability is met by handing the goods over in accordance with the delivery note to the Buyer.

The Parties agree that any dispute resulting from or in connection with this Contract will be decided finally by the Arbitration Court at the Economic Chamber of the Czech Republic and the Agrarian Chamber of the Czech Republic in accordance with its Rules by a single arbitrator. The place of the arbitration proceedings will be in Brno on the address: Masaryk University – Faculty of Law, Veveří 70, Brno, postcode 611 70; if the above-mentioned place of the proceedings doesn't exist, the proceedings will be held on the address of the arbitration court in Prague.

The Parties agree that the matters not dealt under this Contract are subject to the appropriate provisions of Act No.89/2012 Coll., Civil Code, and the General Business Conditions issued by the Seller, effective since 01.06.2017, available on <http://www.toppp.cz/>. The Buyer declares and confirms by affixing his signature that he was informed properly about the General Business Conditions, and he expresses his consent with them.

In....., date.....

Buyer's stamp and signature