



## General Purchasing Conditions of RETIA, a.s.

(hereinafter referred to as the “General Purchasing Conditions”)

### RETIA, a.s.

Registered office: Pražská 341, 530 02 Pardubice – Zelené Předměstí  
Comp. Reg. No.: 252 51 929  
VAT Reg. No.: CZ699003219  
registration: Commercial Register maintained by the Regional Court in Hradec Králové,  
File Ref. B 1440  
represented by: Ing. Aleš Kvídera, Chairman of the Board of Directors

(hereinafter referred to as the “Client” or “RETIA, a.s.”)

### 1. Validity of the General Purchasing Conditions

- 1.1 These General Purchasing Conditions are prepared in accordance with Act No. 89/2012 Coll., the Civil Code, as amended, and other regulations of the legal system of the Czech Republic, and are binding with regard to all contractual relationships entered into on the basis of an order between RETIA, a.s. (hereinafter referred to as the “Client”), as the buyer or recipient of goods and/or services (hereinafter referred to as the “Goods”), and the other party which delivers the Goods and/or services to RETIA, a.s. (hereinafter referred to as the “Supplier”).
- 1.2 All contractual relationships of the Client shall be governed by these General Purchasing Conditions, unless the application of these Conditions or a part thereof is excluded, the Conditions are amended or completed with special purchasing conditions. The General Purchasing Conditions constitute an integral part of all contractual relationships entered into between RETIA, a.s. as the Client and the Supplier.
- 1.3 A contractual relationship between the Client and the Supplier will be entered into either on the basis of signing a written agreement or on the basis of issuance of an order by the Client and receipt thereof by the Supplier, or on the basis of issuance of a quotation by the Supplier and receipt thereof by the Client (hereinafter referred to as the “Agreement” or “Purchase Agreement”). A response to a quotation/order which appears to be the acceptance of a quotation/order, but contains any additions, limitations or other changes, shall always be treated as a new quotation/order and must be confirmed by the other party. The Client hereby excludes the acceptance of a quotation/order with any addition or modification.
- 1.4 Should any of the provisions of these General Purchasing Conditions become invalid or ineffective, a provision the purpose of which is as close as possible to the invalid or ineffective provision shall apply instead of the invalid or ineffective provision. The invalidity or ineffectiveness of a provision shall not affect the validity of other provisions.

RETIA, a.s.

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[www.retia.eu](http://www.retia.eu)



- 1.5 If the Purchase Agreement and the General Purchasing Conditions contain any provisions which define the same problems differently, the provision of the Purchase Agreement shall prevail over the provisions of the General Purchasing Conditions.
- 1.6 The Supplier is responsible for ensuring that the Goods are not encumbered by any third party rights which would limit or render impossible the acquisition and use thereof by the Client in any way.
- 1.7 This wording of the General Purchasing Conditions is valid and effective from 1<sup>st</sup> May 2019, and annuls the previous wording of the General Purchasing Conditions, including their parts.
- 1.8 The Client is entitled to modify these General Purchasing Conditions. The Client shall notify any change to the General Purchasing Conditions to the Supplier, and send the updated wording of the General Purchasing Conditions to the Supplier, and also publish them electronically at [www.retia.cz](http://www.retia.cz).
- 1.9 The General Purchasing Conditions are available at the Client's registered office (Pražská 341, 530 02 Pardubice) or in electronic form at [www.retia.cz](http://www.retia.cz).

## 2. Quantity, Quality, Design and Packaging of Goods

- 2.1 The Supplier shall deliver the Goods to the Client in the quantity specified by the Purchase Agreement.  
If the Supplier delivers a larger quantity of the Goods than as specified by the Purchase Agreement to the Client, the Purchase Agreement shall not be entered into for the excess Goods, even if the Client does not reject the excess Goods without undue delay after the handover of the Goods to the Client. Should there be any difference between the recorded quantity unit of the Supplier and the Client, the Supplier shall deliver the quantity as required by the Client.
- 2.2 The Supplier shall deliver the Goods to the Client in the quality and design as expressly specified by the Purchase Agreement. If the quality or design of the Goods are not expressly defined by the Purchase Agreement, or only partially, the Supplier shall hand over the Goods to the Client in the quality and design which are suitable for the purpose for which the Goods are to be used by the Client. If the Supplier does not have enough information about the purpose for which the Goods are to be used by the Client, the Supplier shall ask the Client to provide the necessary information about the purpose for which the Goods are to be used to the Supplier in a timely manner.
- 2.3 A delivery note or an invoice, identical to the delivery note and including the number of the Agreement, as well as the numbers of Client's orders, number of Client's Goods, details of the Client, quantity and exact identification of the Goods, shall be attached to each delivery.
- 2.4 If transportation is required, the Supplier shall package or otherwise equip the Goods in the manner as specified in the Purchase Agreement. If the method of packaging or other equipment of the Goods for transportation is not expressly stipulated by the Purchase Agreement, the Supplier shall package the or otherwise equip the Goods for transportation in the manner that is necessary for preservation and protection of the Goods and is usual for such Goods in business relations. If the Goods are collected by the Client, the Supplier shall prepare the Goods for the collection in compliance with the above requirements.
- 2.5 If the Goods are not packaged or otherwise equipped in a manner that is determined by these General Purchasing Conditions, this fact shall be treated as a defect entitling the Client to refuse to take over the Goods, and if such Goods are taken over, the Client is entitled to

- complain about it as a defect and fully exercise the rights arising in case of defective performance as stipulated by law for defects of the Goods.
- 2.6 Together with the Goods, the Supplier shall hand over the certificates and documents as expressly specified by the Purchase Agreement, and/or other documents which are usually handed over together with the Goods. Upon Client's request, the Supplier shall provide the Declaration of Conformity. The Goods must fulfil all technical requirements. If the Supplier does not hand over these documents and certificates, the Goods shall not be treated as properly handed over, and the Supplier shall become delayed with the handover thereof.
- 2.7 For the purpose of this article of the General Purchasing Conditions, the Purchase Agreement also means the drawings and other technical documents referred to in the Purchase Agreement or attached to the Purchase Agreement.
- 2.8 For the quantities of units, dimensions, weight and quality of delivery, the values established by the Client in the receiving inspection of the Goods shall be decisive, unless the Supplier otherwise proves.
- 2.9 If any incomplete delivery is accepted, which is visually damaged or the packages are damaged, a report on the established faults shall be drawn up with the forwarder (carrier), which shall be signed by both parties. If such a report is not drawn up, the Client is entitled to refuse to accept the Goods.
- 2.10 The Client's signature in the delivery note or other documents confirming the acceptance of the Goods, which were not delivered in compliance with the conditions agreed in the order, does not mean the Client's consent to any change to the contractual conditions, unless such a change to the fulfilment of the relevant order was agreed between the Supplier and the Client in advance in writing.
- 2.11 The Supplier is not entitled to delay delivery of the Goods due to Client's delay in any other contractual relationship between the Client and the Supplier.
- 2.12 Any change to the Goods must be approved by both parties in advance.

### 3. Place of Performance

- 3.1 The location at which the Supplier shall hand over the Goods to the Client is specified by the Purchase Agreement.
- 3.2 If the location of the Goods handover is not expressly specified in the Purchase Agreement, the handover place is the Client's registered office (Pražská 341, 530 02 Pardubice). In this case the Supplier has fulfilled its obligation to hand over the Goods to the Client by transporting the Goods to the Client's registered office and handing them over to the Client within the delivery term as specified by the Purchase Agreement or these General Purchasing Conditions.
- 3.3 The time that the Client's obligation to hand over the Goods has been fulfilled means the date of delivery of the Goods.

### 4. Date of Performance

- 4.1 The date of performance is the time when the Goods are to be handed over between the parties.
- 4.2 The date of performance is specified in the Purchase Agreement.

- 4.3 If the date of performance is not expressly specified in the Purchase Agreement, the Supplier shall hand over the Goods to the Client within a reasonable period, taking into account the nature of the Goods and place of handover, but no longer than within 30 days, unless otherwise agreed between the parties.
- 4.4 The Supplier shall meet the delivery terms and dates of performance which are specified in the order. The Client receives deliveries on business days from 7 a.m. to 2 p.m., unless otherwise agreed.
- 4.5 The Client is entitled to refuse any Goods delivered by the Supplier before the determined term of delivery. Performance ahead of schedule is only possible with the Client's consent, all legal consequences shall be derived from the agreed date (the term of payment, warranty, passage of risk, storage, etc.) in any case.
- 4.6 If the Client accepts any delayed delivery from the Supplier, the Client shall have all rights arising as a result of Supplier's delay, including the right to full compensation for damages and lost profit.
- 4.7 If the Supplier becomes delayed with the fulfilment of the obligation to hand over the Goods or any part thereof to the Client, the Client is entitled to claim a contractual penalty from the Supplier, equal to 0.1% of the purchase price of the Goods specified in the Purchase Agreement for each day of delay with the handover of the Goods. This provision regarding the contractual penalty shall not affect in any way the Client's right to compensation for damages incurred by the Client as a result of the Supplier's breach of the obligation to hand over the Goods at the date specified in the Purchase Agreement.
- 4.8 If the Client exercises its right to the payment of the contractual penalty by the Supplier, the Supplier must pay it, even after delivery of the Goods. Invoices issued for contractual penalties shall be due within 30 days from delivery thereof to the Supplier.
- 4.9 If the Client is delayed with the payment of the purchase price, the Client is entitled to claim the payment of default interest by the Client, the amount of which shall be determined according to Government Decree No. 351/2013 Coll., laying down the amount of interest on late payment and costs associated with the claim.
- 4.10 The Client is entitled to set off its claims against the Supplier for the payment of a contractual penalty or compensation for damages incurred under the Purchase Agreement including these General Purchasing Conditions.
- 4.11 The Supplier shall notify the Client in advance in writing of all circumstances which could affect proper and timely fulfilment of the Supplier's obligation under an order agreed with the Client and associated consequences, as well as of the fact that the Supplier will not be able to ensure the Goods ordered. The Supplier shall provide the information to the Client without delay after the Supplier becomes aware of such an obstacle. The Client is entitled to check the fulfilment of an agreed order on an ongoing basis, and upon Client's request, the Supplier shall prove to the Client that the Supplier is able to fulfil the order as agreed.
- 4.12 If the Client notifies the Supplier in writing no later than 10 days before the date of performance of an order that the date of performance is to be postponed, the Client is entitled to postpone the agreed date of performance, but by no more than 90 days, without entitling the Supplier to charge any costs incurred by the Supplier as a consequence of such postponement.

## 5. Purchase Price

- 5.1 The purchase price is determined by the Purchase Agreement.
- 5.2 Unless otherwise expressly stated in the Purchase Agreement, it applies that the purchase price specified in the Agreement does not include value added tax and includes the price of packaging or transportation of the Goods and other similar expenses incurred in connection with the handover of the Goods to the Client.

## **6. Payment of the Purchase Price**

- 6.1 The due date for the payment of the purchase price is specified by the Purchase Agreement.
- 6.2 If the due date for the payment of the purchase price is not expressly specified by the Purchase Agreement, the Supplier is entitled to issue an invoice - tax document for the purchase price with a term of payment specified by the Purchase Agreement when the Supplier hands over the Goods to the Client and the Client takes over the defect-free Goods specified by the Purchase Agreement, including all documents and other certificates which the Supplier must provide to the Client. If the term of payment of an invoice - tax document is not specified by the Purchase Agreement, this term shall be 30 days from delivery of the invoice - tax document by the Supplier to the Client. The Client shall pay the purchase price within the term of payment as specified in the invoice - tax document, issued in this way. But if an invoice - tax document does not contain any of the details determined for tax documents by the applicable legal regulation and/or based on agreement between the Client and the Supplier, the Client is entitled to return the invoice - tax document to the Supplier and ask the Supplier to issue a proper tax document. In this case, the Client shall pay the purchase price to the Supplier within the term of payment specified by the Purchase Agreement, commencing from delivery of a proper tax document by the Supplier to the Client.
- 6.3 The Supplier is entitled to deliver invoices to the Client either in hard copy form, signed by the Supplier, or in the form of a scanned document, signed and sent by email to the email address as notified for this purpose by the Client.
- 6.4 The purchase price shall be paid by bank transfer into the Supplier's account, specified in the invoice.
- 6.5 If the purchase price is paid by bank transfer, the date of payment is the day that the amount is debited by the bank from Client's account to the Supplier's current account.
- 6.6 Without Client's written consent, the Supplier is not entitled to assign any claim arising to the Supplier under the Purchase Agreement against the Client (including a claim for the payment of the purchase price) to a third party.
- 6.7 If there is any defect in the Goods and the Client notifies the Supplier of the defect, the term of payment of the purchase price of the defective Goods shall be extended by the number of days expired from the defect notification by the Client to the Supplier till the obligations arising under defective delivery are fulfilled.

## **7. Defects in Goods, Warranty**