

General Terms and Conditions of Business
ALUMISTR SE

Article 1

Introductory Provisions – Subject of Regulation – Subject of Performance

- 1.1 These General Terms and Conditions govern the conditions of legal relationships in connection with the delivery of goods and/or the performance of work (hereinafter also the “**Subject of Regulation**”) between ALUMISTR SE, with the registered office at: Hrušovany u Brna, U Výzkumu 603, Postal Code 664 62, Company ID No.: 292 90 261, registered in the Commercial Register maintained by the Regional Court in Brno, File No. H 121, as the seller or Contractor on the one hand (hereinafter also the “**Supplier**”), and a natural or legal person as the buyer or Client on the other hand (hereinafter also the “**Customer**”; the Supplier and the Customer hereinafter also jointly the “**Contracting Parties**”).
- 1.2 These Supplier’s General Terms and Conditions (hereinafter also the “**GTC**”) form an integral part of every contract concluded between the Supplier and the Customer within their business relationship falling under the Subject of Regulation (hereinafter also the “**Contract**”). Unless the Contract contains a different provision in a specific case, the use of any general terms and conditions of the Customer or any other general terms and conditions is excluded. The Contract also includes written mutually accepted legal acts (clarification of the subject of deliveries, place of delivery, etc.) in the form of written or electronic communication between the Contracting Parties, as well as annexes which, according to the will of the Contracting Parties, are to form its integral part.
- 1.3 The subject of performance under the Contract is the delivery of products made of aluminium profiles, in particular infill panels, partition walls, pergolas and other goods (hereinafter also the “**Goods**”), as contractually agreed between the Supplier and the Customer. The term Goods also includes work performed by the Supplier for the Customer under the Contract.

Article 2

Conclusion of the Contract

- 2.1 All non-addressed offers of the Supplier are deemed indicative and non-binding. The Supplier is entitled to withdraw an addressed offer even within the period for its acceptance stated in the offer.
- 2.2 Orders placed on the basis of the Supplier’s offers are deemed a proposal to conclude a Contract, which the Supplier accepts (if it decides at its own discretion to accept such proposal) by written confirmation (acceptance of the offer). The information contained in the Customer’s order is binding, and the Customer is not entitled to withdraw or change the order without the explicit consent of the Supplier.
- 2.3 The Customer’s order must contain an exact specification of the required Goods, in particular the product type, quantity, manufacturing dimensions, colour (for coating, the exact RAL designation), required glass type and specifics of individual products (number of glass panes, direction of sliding, etc.).
- 2.4 A written order must be signed by a person authorised to represent the Customer to the extent necessary to conclude the Contract, or (in the case of an electronic order) sent from the email address of a person authorised to represent the Customer in this matter.
- 2.5 Before production and delivery of the Goods based on a specific order, the Customer must approve in writing the technical solution prepared by the Supplier. The Supplier is not obliged to deliver Goods that do not correspond to the technical possibilities and parameters of Goods normally supplied by the Supplier. The Supplier must inform the Customer of this fact.
- 2.6 For the conclusion of the Contract, determination of its content and the quantity of Goods to be delivered, the decisive document is the order confirmation issued by the Supplier.
- 2.7 The Contract is concluded on the basis of the Customer’s binding order and its confirmation by the Supplier. The subject of individual contracts is the delivery of Goods in the scope of the order confirmed by the Supplier and the transfer of ownership of such Goods to the Customer in accordance with the partial Contract.
- 2.8 The Customer must place the order in written form by letter or email. The Supplier confirms the order also in written form by letter or email.
- 2.9 If one Contracting Party stipulates additional conditions beyond those agreed in the individual partial Contract, or deviates from the conditions agreed in the partial Contract, such conditions shall be valid only if expressly accepted in writing by the other Contracting Party, even if they do not substantially alter the Contract.

Article 3

Prices, Due Date

- 3.1 The Supplier’s prices apply “ex works Supplier’s plant” (EXW Hrušovany u Brna – INCOTERMS 2020) and are always agreed individually in the Contract. Unless otherwise stated in a specific order, the prices do not include statutory value added tax or any other taxes or fees. Postage or transport charges as well as any similar costs will be invoiced separately in the amount agreed by the Contracting Parties or – if no such agreement exists – in the usual amount.
- 3.2 Unless otherwise agreed in the individual partial Contract, the price for the Goods is due within 30 days from the date of issue of the invoice by the Supplier, which will be sent to the Customer without undue delay after issuance. The price is payable to the bank account stated in the Supplier’s invoice.

Article 4

Delivery Period and Delivery Conditions – Delay

- 4.1 Delivery periods for individual deliveries of Goods are specified in Annex No. 1 to these GTC.
- 4.2 If the Customer does not provide the Supplier with the necessary cooperation for timely delivery of the Goods and the Supplier therefore fails to fulfil its obligations on time, the Supplier’s deadlines shall be extended proportionately by each day of the Customer’s delay in providing cooperation. This does not apply if the delay is caused by the Supplier.
- 4.3 Deadlines shall also be extended appropriately in the event of an obstacle beyond the control of the Contracting Parties, such as mobilisation, epidemic, war, uprising or similar events such as strike or lockout, or another circumstance excluding liability, meaning an obstacle that occurred independently of the will of the obligated Contracting Party and prevents it from fulfilling its obligation, provided that it cannot reasonably be expected that the obligated Contracting Party would avert or overcome the obstacle or its consequences, and further that the obstacle was not foreseeable at the time the obligation arose.
- 4.4 In the event of delay by the Supplier, the Customer shall be entitled – if it proves that it has incurred damage – to claim a contractual penalty of 0.05% of the price of the part of the delivery that could not be put into operation due to the Supplier’s delay, for each completed week of delay, but not exceeding 5% of the price of such part of the delivery.
- 4.5 The Customer’s claim for damages exceeding the contractual penalty specified above, in all cases of delay even after the expiry of the agreed delivery period, is excluded.
- 4.6 If the Customer does not pay the due price for the Goods in full, the Supplier shall not be obliged to fulfil its obligations under the partial Contract(s), and in such case the Supplier shall not be liable for any damage suffered by the Customer or third parties. In the event of the Customer’s delay in payment of the due price, the Supplier is further entitled to claim compensation for damage up to the amount of all costs incurred by the Supplier in connection with the delivery and production of the agreed Goods and all related costs, as well as lost profit.
- 4.7 The day of payment is deemed the day on which the agreed amount is credited to the Supplier’s bank account stated in the invoice.
- 4.8 In the event of the Customer’s delay in payment of the price for the Goods and any agreed transport charges or other obligations, the Customer must pay the Supplier default interest of 0.05% of the outstanding amount for each commenced day of delay.

Article 5

Delivery of Goods

- 5.1 In the case of personal collection of the Goods at the Supplier’s plant, the place and time of delivery shall be the moment the Goods are taken over by the Customer from the Supplier, confirmed by the Customer’s signature on the handover protocol.
- 5.2 In the case of delivery of the Goods by dispatch to the place of destination, the place and time of delivery shall be the moment the Goods are taken over by the Customer from the carrier or forwarder, confirmed by the Customer’s signature on the delivery note (handover protocol).
- 5.3 At the moment of delivery of the Goods under this Article of the GTC, the risk of damage to the Goods passes to the Customer, unless the Contracting Parties agree otherwise in a specific case.
- 5.4 The Contracting Parties may agree additional transport conditions, including transport costs, individually in the Contract by mutual agreement.

Article 6

Transfer of Ownership

- 6.1 Ownership of the Goods passes to the Customer at the moment the Goods are taken over by the Customer.
- 6.2 The Supplier reserves ownership and copyright to all plans, drawings, technical specifications, manuals and other documents related to the delivery of the Goods (hereinafter also the “**Documents**”) to an unlimited extent. These documents may be provided to a third party only on the basis of the Supplier’s prior written consent and must, if the Contract is not concluded, be returned to the Supplier without delay upon request.
- 6.3 In the event of a breach of obligations by the Customer, in particular in the event of delayed payment or advance payment, the Supplier is entitled (at its own discretion) to withdraw from the Contract or suspend performance (including withholding the Goods). The Customer is obliged to return the Goods to the Supplier or to a person authorised by the Supplier (upon the Supplier’s request) and to provide full cooperation in this respect.
- 6.4 The Customer may not refuse to take over the Goods on the basis of minor defects that do not affect the functionality or visual appearance of the Goods.

Article 7

Defects of Goods

- 7.1 The Supplier shall be liable for defects as follows:
All components of the Goods that show defects during the limitation or preclusive period for asserting defects must, if the defect existed at the moment the risk of damage passed to the Customer, be subsequently remedied in a manner the Supplier considers appropriate and effective.
- 7.2 In the case of obvious defects of the Goods, the Customer must notify the Supplier of such defects no later than 14 days from the moment of delivery of the Goods by the Supplier to the Customer; otherwise, the Customer’s right expires.
- 7.3 Defects of the Goods must be notified by the Customer to the Supplier in writing and without delay after their discovery, but always no later than 7 days from the date of their discovery.
- 7.4 When asserting defects, the Customer has no right to suspend any payments or parts thereof relating to the price of the Goods or to the due dates under the Contract. Section 2108 of Act No.

89/2012 Coll., the Civil Code, as amended (hereinafter also the “**Civil Code**”), shall not apply.

- 7.5 The Supplier must be given a reasonable period to remedy any defects, which, if no agreement is reached, shall be determined by the Supplier within the shortest possible period within its operational capabilities. In the event of a dispute between the Supplier and the Customer regarding the existence of defects in the Goods, the existence of defects shall be assessed by an expert appointed by the Supplier, and the period for remedying defects shall begin only upon the expert’s final determination that the issue constitutes a defect.
- 7.6 If the remedy of defects is unsuccessful, the Customer shall be entitled to demand a reasonable reduction of the price, taking into account the extent and nature of the defect.
- 7.7 Claims for defects shall not arise in the case of minor deviations from the agreed quality, improper storage, insignificant limitations of usability, natural wear and tear, or damage occurring after the transfer of risk due to improper or negligent handling, unprofessional assembly or installation, assembly, installation or use of the Goods contrary to the operating and maintenance manual, technical documentation and/or technical data sheets, and/or assembly or installation by a person not trained by the Supplier, or due to special external influences not mentioned in the Contract. Claims for defects shall also not arise in the case of unprofessional interventions or commissioning by the Customer or third parties, nor from their consequences. The Customer’s claims for defects are further excluded if they arise as a result of special Customer specifications and/or use differing from that defined by the Supplier and/or from the Customer modifying the Goods or not using them in combination with the Supplier’s original products.
- 7.8 Claims for defects shall not arise if the Goods are used contrary to applicable technical standards and/or the Supplier’s instructions relating to the Goods.
- 7.9 The Supplier is not obliged to provide replacement deliveries of Goods or parts thereof that are no longer manufactured.
- 7.10 Technical specification data are not considered a warranty for the Goods.

Article 8

Industrial Property Rights and Copyright, Legal Defects

- 8.1 The Customer must refrain from any interference with industrial and copyright-related rights relating to the Goods. In the event of a breach of this obligation by the Customer, the Customer bears full responsibility for the infringement of industrial, copyright or other related rights.

Article 9

Impossibility of Performance – Adaptation of the Contract – Change of Circumstances

- 9.1 The Customer assumes the risk of a change of circumstances within the meaning of Section 1765(2) of the Civil Code. This does not affect the Supplier’s rights arising from a change of circumstances in accordance with Sections 1765 and 1766 of the Civil Code.

Article 10

Other Claims for Damages

- 10.1 The Contracting Parties agree that the total amount of damages caused by the Supplier shall not exceed the price of the Goods in connection with whose delivery the damage occurred.
- 10.2 The limitation period for claims for damages caused by a breach of statutory or contractual obligations of the Supplier is 24 months from the date the damage occurred.

Article 11

Arbitration Clause and Applicable Law

- 11.1 All disputes arising out of or in connection with the Contract concerning claims for defects of the Goods or monetary performance whose value (value of the dispute) exceeds CZK 100,000.00 excluding accessories shall be finally decided by the Arbitration Court attached to the Economic Chamber of the Czech Republic and the Agricultural Chamber of the Czech Republic, in accordance with its rules, by a single arbitrator. The place of arbitration is Brno. All other disputes arising from the Contract shall be decided by the general courts.
- 11.2 Local jurisdiction for all legal disputes arising directly or indirectly from the contractual relationship is determined by the Supplier’s registered office. However, the Supplier is entitled to assert its claims against the Customer also at the Customer’s registered office.
- 11.3 All legal relationships arising from the Contract shall be governed by Czech law, excluding conflict-of-law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). Commercial usage does not take precedence over statutory provisions without mandatory effect pursuant to Section 558(2) of the Civil Code.

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Annex 1 – Delivery Periods

10–15 working days

- single-piece or bulk orders of the same or different system types, without infill or with infill (standard glass – clear float, connex 33.1, 33.2 clear/matt, clear ESG), with standard surface treatment of AL profiles in disassembled condition, up to 25 pcs of each system type
- custom production of accessories without additional surface treatment (brackets, sheets)

Up to 20 working days

- orders of the same or different system types with additional surface treatment of AL profiles in disassembled condition, up to 25 pcs of each system type
- custom production of accessories with additional surface treatment (brackets, sheets)
- orders of the same or different system types assembled or glazed with standard infills (glass – clear float, connex 33.1, 33.2 clear/matt, clear ESG) and with standard surface treatment of AL profiles

Individual deadline

- single-piece or bulk orders of the same or different system types without infill or with infill (standard glass – clear float, connex 33.1, 33.2 clear/matt, clear ESG), with standard or additional surface treatment of AL profiles in disassembled condition above 25 pcs of each system type
- canopies and pergolas
- orders governed by a contract for work
- non-standard orders
- delivery of orders in assembled condition

Deadlines apply provided that:

- the technical solution has been specified and approved by the Customer
- the issued advance invoice has been paid – only if issued

Deadlines begin to run on the next working day after:

- order confirmation
- approval of the technical solution
- crediting of the amount from the issued advance invoice to the Supplier's account, if issued

The dispatch date of an order containing different types of goods is determined by the longest production period required for any part of the order. If the delivery date falls on a non-working day or public holiday, the next working day becomes the delivery date.