

## TERMS AND CONDITIONS OF JUTA A.S.

**These Terms and Conditions (hereinafter referred to as the ‘T&Cs’) form an integral part of all contractual relationships between JUTA a.s. (hereinafter referred to as the ‘Supplier’) and the Customer, with the exception of transactions concluded via the online store at [www.juta.cz/eshop](http://www.juta.cz/eshop).**

### I. GENERAL PROVISIONS

1. ‘Supplier’ refers to JUTA a.s., CIN: 45534187, with its registered office at Dukelská 471, 544 01 Dvůr Králové nad Labem, registered with the Regional Court in Hradec Králové under file no. B 571.
2. ‘Customer’ refers to a legal entity or a self-employed individual who is a purchaser within the meaning of Section 2079 et seq. of the Civil Code, or a client the within the meaning of Section 2586 et seq. of the Civil Code, or is in a similar economic position in relation to other contracts, whether or not expressly governed by the Civil Code.
3. The performance involves the services, products or goods specified in the Contract.
4. A Contract concluded between the Supplier and the Customer consists of:
  - a. an Order Confirmation / Contract issued by the Supplier, or a written confirmation of order acceptance via email;
  - b. these T&Cs, including all annexes referred to in the Contract, such as the Technical Data Sheet, Maintenance Manual and Maintenance Log.
5. In the event of a conflict between various provisions of the Contract, the following rules of precedence shall apply:
  - a. provisions of the Contract shall take precedence over the provisions of the T&Cs;
  - b. provisions of the T&Cs shall take precedence over the provisions of the tender documentation;
  - c. provisions of the tender documentation shall take precedence over the provisions of the Customer’s inquiry.
6. All documents issued by the Customer (contracts with end-users, terms and conditions, etc.), with the exception of their inquiry, are considered inapplicable unless expressly stated in the special conditions of the order. Under all circumstances, in the event of a conflict between the Contract and documents issued by the Customer, the Contract shall prevail, regardless of any provisions to the contrary in the Customer’s documents.

### II. OBLIGATIONS, PRICE OFFERS AND CONTRACT FORMATION

7. All price offers, purchase contracts, sales and deliveries shall be subject to these T&Cs, which are deemed approved by the Customer upon confirmation of the order by the Supplier or upon acceptance of the Deliverables, and are therefore binding on both the Supplier and the Customer.
8. A offer made by the Supplier is not a proposal to enter into a Contract within the meaning of Section 1731 of the Civil Code, but merely an invitation to submit a proposal to enter into a Contract. The Customer is



entitled to make a proposal to enter into a Contract to the Supplier (hereinafter referred to as the 'Proposal'). The Proposal must specify the parties and the Deliverables, the price, the date and method of delivery, and the invoicing and contact details (email, telephone, etc.) of the Customer.

9. The Supplier's price offers are only binding in written or electronic form and for a period of thirty days from the date they are sent to the Customer, unless otherwise agreed in writing.
10. The Supplier's offers in catalogues, brochures and other printed matter, on the internet, in advertising, correspondence, etc., represent non-binding information about the offered range of goods and they constitute neither a proposal to enter into a contract nor a public proposal to enter into a contract pursuant to Section 1772 of the Civil Code, unless expressly stated otherwise.
11. A Contract is concluded by written confirmation from the Customer or with the lapse of three days from delivery of the Supplier's confirmation of acceptance of the Proposal to the Customer without any reservations or other alterations. If an order by the Customer is made by telephone, it is considered accepted upon written confirmation by the Supplier or acceptance via telephone and delivery in accordance with the order so placed.
12. If the Supplier's confirmation contains reservations, limitations or other changes, the response is considered a new proposal to enter into a Contract. In such case, a Contract is only concluded if the Customer accepts the new proposal from the Supplier, at the moment such confirmation is delivered to the Supplier. Delivery of confirmation is deemed to be the consent sent by email or telephone confirmation, based on which the order is executed and accepted by the Customer. The same conditions apply to specific purchase contracts/transactions or deliveries made against orders placed under a framework contract between the parties.
13. Unless otherwise stated in the T&Cs, a Contract may be concluded and amended between the parties by way of written amendments. An amendment may also be concluded orally, provided that the parties subsequently confirm it in writing or act according to its content.

### III. PERFORMANCE

1. The Supplier is obliged to provide the Deliverables by the deadline, in the manner, to the place, and at the quality standard and in the quantity specified in the Contract and these T&Cs. Unless the Contract contains a specific provision, the Supplier is obliged to provide the Deliverables by the deadline, in the manner, to the place, and at the quality standard and in the quantity according to the agreed conditions and these T&Cs.
2. Unless a different definition of the Deliverables is stated in the contractual documentation, the definitions stated in the Technical Data Sheet are binding on the Supplier.
3. The Supplier is not liable for damage caused by technical data and drawings, materials, tools, equipment, prefabricated components and other source materials and documents provided to it by the Customer.



#### IV. DELIVERY TERMS

1. The delivery period begins once the Customer provides all cooperation and fulfils all conditions necessary for the Supplier to provide performance under the Contract.
2. Unless otherwise agreed:
  - a. The Supplier is entitled to make partial deliveries of the Deliverables. The Customer is obliged to accept even a part of the Deliverables upon the Supplier's request.
  - b. The delivery term is EXW or DAP to INCOTERMS 2020, as amended.
  - c. The Customer is obliged to accept the Deliverables at JUTA a.s. on business days, within the agreed time slot between 7 AM and 1 PM.
3. A delivery note is an integral part of the delivery. The delivery note includes identification of the parties and the Deliverables, the Contract or Order Confirmation number (if applicable), the date of issue and the method of transport.
4. If the Customer does not notify the Supplier of any apparent defects upon acceptance or without undue delay, the Deliverables are deemed free of such defects and the Supplier is deemed to have fulfilled their obligation. In the event of latent defects, the time limit for claiming the defects is 6 months from the provision of the Deliverables.

#### V. PRICE AND PAYMENT TERMS

1. The price or the method of determining the price of the Deliverables constitutes a part of the Contract.
2. The price of the Deliverables takes into account the agreed delivery term unless stated otherwise in the Contract.
3. The Supplier may only increase the price by the delivery date by any costs additionally incurred in connection with the performance of the Contract with the Customer's written approval.
4. The Customer is obliged to pay the price against a fiscal invoice issued by the Supplier. The payment term is 14 days, unless agreed otherwise.
5. Should the Customer be in default with the payment of the price, the Supplier shall have the following rights, which may be exercised individually or in combination:
  - a. the right to claim interest on late payment equivalent to at least 0.05% of the outstanding amount for each commenced day of delay;
  - b. the right to extend the delivery term by a reasonable period, or to defer performance until the outstanding amount has been paid;
  - c. the right to declare all other amounts still outstanding by the Customer immediately due and payable;
  - d. the right to claim reimbursement of the costs associated with the recovery of the debt.
6. If the Supplier has reasonable grounds to doubt the Customer's ability to pay, the Supplier may demand payment of advance payments and suspend performance until such payments have been made.

#### VI. TRANSFER OF OWNERSHIP AND PASSAGE OF RISK OF DAMAGE



1. The Supplier bears the risk of damage to the Deliverables in accordance with INCOTERMS 2020 as amended.
2. The ownership right in the Deliverables passes to the Customer upon payment of the purchase price.
3. If an item provided by the Customer was used for the production of the Deliverables, such item becomes a part of the Deliverables and the ownership right in it passes to the Supplier at the time of being processed.

## VII. WITHDRAWAL FROM THE CONTRACT

1. The Supplier is entitled to withdraw from the Contract without more, particularly if:
  - a. the Customer is late taking delivery of the Deliverables for a period exceeding 4 weeks;
  - b. the Customer is late fulfilling any other obligation arising from the Contract, these T&Cs or the applicable law;
  - c. insolvency proceedings are launched against the Customer under Act No. 182/2006 Coll., on insolvency and methods of its resolution, as amended;
  - d. the Customer enters into liquidation;
  - e. a force majeure event lasts for more than 3 months.
2. Upon written withdrawal, the Contract is cancelled in part or in its entirety. Upon withdrawal, the Supplier shall determine the manner in which the parties will settle their mutual rights and obligations. Withdrawal from a Contract shall be without prejudice to any claim to damages or payment of a contractual penalty, claims arising from liability for defects, the duty of confidentiality, or the choice of law and the dispute resolution mechanism
3. Withdrawal from a Contract applies to Deliverables not yet provided, except where the Customer has stipulated that the Deliverables be solely provided as a whole.
4. If the Supplier encounters circumstances that prevent them from making the delivery by the agreed deadline, they shall be entitled to extend the delivery term by the period necessary to overcome such circumstances. If the Customer does not agree to the extension of the delivery term, they may withdraw from any partial performance if the Supplier is more than 45 days late. They must do so without undue delay once they have been informed of the facts in question.
5. The Supplier is entitled to withdraw from a Contract in the event of a material breach of the framework contract, a specific purchase contract or these T&Cs. A material breach denotes, amongst other things, repeated breaches of the terms and conditions set out in the relevant documents on at least two occasions.

## VIII. QUALITY WARRANTY

1. The Supplier issues these warranty terms (hereinafter referred to as the 'Warranty') as a guarantee of quality in accordance with Section 2113 et seq. of the Commercial Code for each individual transaction, in accordance with the Customer's requirements. Unless the Supplier provides for different Warranty terms, the Warranty period shall be 6 months from the date of handover of the Deliverables.



2. The Supplier undertakes to ensure that, throughout the Warranty period, the Deliverables will be fit for their intended purpose and will retain the required characteristics as expected, taking into account normal use and natural ageing, provided that the requirements for storage, installation and maintenance are complied with.
3. Any Warranty is provided exclusively to the Customer for a specific transaction and is non-transferable.
4. Any Warranty claims may only be exercised if the Customer submits a written complaint to the Supplier:
  - a. within 10 calendar days of the discovery of the defect in question or of the defect's occurrence,
  - b. before the end of the Warranty period commencing on the date of delivery, and
  - c. if the Customer promptly allows the Supplier to inspect the item subject to the complaint, including on multiple occasions
5. The Warranty does not cover damage to or defects in the Deliverables arising as a result of:
  - a. harmful natural factors, chemical, electrochemical, electrical and other factors;
  - b. normal and natural wear and tear, including the natural ageing of products made from polymeric materials and the resulting change in their properties;
  - c. faulty installation or faulty assembly work carried out by the Customer or third parties, incorrect commissioning, incorrect or negligent handling, improper loading, or the use of unsuitable or unforeseen operating equipment;
  - d. any alterations or commissioning carried out by the Customer without the Supplier's prior written consent or contrary to the Supplier's recommendations;
  - e. defects and their consequences arising from the data and materials provided by the Customer;
  - f. material composition or method of use subject to increased natural wear and tear, such as standard protective coatings, etc.;
  - g. incorrect storage, handling or installation contrary to the JUTA a.s. Installation Manual, or installation by a non-qualified person;
  - h. incorrect use, overloading, excessive use, negligence or improper maintenance, in particular non-compliance with the Technical Data Sheet, including, but not limited to, exposure to excessive pressure, stress or deformation, breaking, tearing and splitting, or any other mechanical or chemical effects;
  - i. incorrect or inadequate preparation of the sub-base, incorrect or faulty preparation of the sub-base or base or surface material, etc.;
  - j. damage caused directly or indirectly by, among other things, accidents, vandalism, machinery, spiked footwear, animals, fire, flooding, chemical reactions, force majeure, or static or dynamic loads exceeding the Supplier's specifications at the time of installation;
  - k. the use of cleaning fluids (particularly chemicals) or incorrect cleaning methods;
  - l. exposure to light other than natural light or approved artificial light, or exposure to increased solar radiation and light from windows or other reflections, causing, amongst other things, an increase in the product's temperature.

## IX. LIABILITY FOR DEFECTS

1. The Supplier shall be liable for defects in the Deliverables as provided for in Act No. 89/2012, the Civil Code, Sections 1914-1920.
2. The process of claiming defects is governed by the Supplier's Complaint Procedure as in force, in



accordance with Article X of these T&Cs.

3. The Deliverables are deemed to be defective if they do not comply with the requirements set out in the Contract, these T&Cs or the relevant legislation.
4. The Customer is obliged to inspect the Deliverables immediately upon receipt to ensure that it is free from defects. The Customer is obliged to notify the Supplier in writing of any defects found in the Deliverables without undue delay, and in any way upon acceptance of the Deliverables at the latest, by noting this in the carrier's consignment note – acceptance subject to reservation. Upon acceptance subject to reservation, the Customer is obliged to report all obvious defects; any other obvious defects shall be disregarded at a later date.
5. Goods showing obvious defects must not be installed unless the Supplier has approved such a course of action.
6. If the Customer installs the Deliverables despite obvious defects and without the Supplier's consent, they shall:
  - a. lose their Warranty claims in respect of such obvious defects,
  - b. lose the right to damages relating to installation, removal, recycling and other associated work, including all related materials used, as well as any subsequent damage resulting from a product defect, etc.

## X. COMPLAINTS PROCEDURE

1. The Customer is entitled to lodge a complaint regarding a defective item within the Warranty period.
2. The Customer is required to report any hidden defects that become apparent during the Warranty period without undue delay after discovering them. A defect may be reported within six months of accepting the Deliverables unless a longer quality guarantee period has been agreed.
3. The Customer must notify the Supplier of any apparent defects without undue delay following acceptance, prior to the installation of the Subject Matter of the Contract in the building, the incorporation of the product or goods into a collection of items, etc. Otherwise, the Supplier shall not be liable for any damage arising from the installation, with the exception of damage caused solely by a hidden defect in the product which demonstrably could not be detected earlier.
4. Any hidden defects must be reported to the Supplier no later than 10 days from the date on which they are discovered or the defect occurs.
5. To initiate the complaints procedure, the Customer shall submit the following to the Supplier:
  - a. the fiscal document confirming the transaction. The Customer must settle any debts under the transaction. In the event of a delay in payment by the Customer, the ownership right shall not pass to the Customer in accordance with Article VII of the T&Cs.
  - b. The claimed item, including its identification and a detailed description of the defect, the way it manifests itself, photographs, the date on which the defect was discovered and the estimated date on which the defect occurred.

- c. All documents evidencing proper storage, installation, maintenance and use in accordance with the documentation issued in relation to the Deliverables and the requirements set out in the Warranty Terms provided separately from these T&Cs.
- d. The Customer's preferred method of resolving the complaint.
6. Provided that all the required documents are submitted, the Supplier shall initiate the complaints procedure without undue delay.
7. Upon request, the Customer is obliged to send the claimed Deliverables or part thereof to the Supplier at their own expense.
8. If, for objective reasons, the claimed Deliverables cannot be presented to the Supplier at the Supplier's premises, the Customer is obliged to cease further use of and store the claimed Deliverables, provided this is possible given the nature of the Deliverables, and to protect them from further damage until the Supplier has finally resolved the complaint, so that it is possible to objectively ascertain the condition of the items, the cause of the defect and its extent. The Supplier reserves the right to carry out repeated inspections of the Deliverables at the installation site.
9. The Supplier is entitled to take samples for the purposes of subsequent technical analysis, technical investigation of defects or, where necessary, expert reports.
10. The Supplier will resolve the complaint within 30 days of the commencement of the complaints procedure. If it is not possible to resolve the complaint within the specified time, the Supplier shall inform the Customer of this and provide an estimated date for the resolution of the complaint.
11. If the Deliverables or any part thereof are found to be defective, the Supplier's Warranty obligations shall be limited to the repair or, at their discretion, the replacement of all or any of the parts covered by the Warranty. Where replacement or repair would be disproportionately costly, impractical in terms of time, or if it is not possible to remove the defect in the manner described above, the Supplier shall grant the Customer a reasonable discount on the price of the Deliverables.
12. If the Customer's complaint is not deemed valid, the Customer shall be obliged to reimburse the Supplier for all costs associated with handling such a complaint, in particular the preparation of expert reports, visits by specialist staff to the storage location of the claimed Deliverables, etc.
13. The Supplier shall not be obliged to initiate a complaints procedure whilst the Customer is in default of any obligation arising from the Contract.
14. Under no circumstances shall the Supplier be liable for any punitive, special, consequential, incidental or indirect loss or damage arising out of or in connection with the purchase, use or condition of any products.
15. Replacement, repair or exchange set out in this document constitute the sole possible remedies, and JUTA a. s. shall have no further obligations or liability in connection with any matter or issue, including, without limitation, personal injury or damages relating to loss of income, increased costs, downtime costs and all other indirect or consequential demonstrable damages.
16. The costs directly incurred in delivering new Deliverables or part thereof to replace the defective Deliverables, including the cost of transport to the location where the damage occurred, shall be limited

to a maximum of the original price of the Deliverables.

17. A complaint does not entitle the Customer to refuse or suspend the obligation to pay for the goods delivered under the Contract.

## XI. INTELLECTUAL PROPERTY RIGHTS

1. Under the terms of the Contract, the Customer shall under no circumstances acquire ownership of the results or intellectual property rights under the Contract, unless the transfer of intellectual property rights is the subject of the Contract.
2. If the Customer contributes to the costs of producing drawings, technical specifications, samples, films, standards, models, profiles, tools, moulds and other technical documentation, or assists in their creation, they shall not acquire any ownership rights, copyright or industrial property rights in or over them.
3. Neither party shall acquire ownership of any existing rights arising from the Agreement.
4. If the Deliverables require the Supplier to use existing materials owned by the Customer, the Customer may require the Supplier to sign the relevant licence agreement. Such use by the Supplier does not imply any transfer of rights to the Supplier and is limited to the requirements of the Contract.

## XII. FORCE MAJEURE

1. If either party is affected by force majeure, they shall notify the other party immediately, specifying the nature of the circumstances, as well as the likely duration and foreseeable effects of the event concerned.
2. The party shall not be liable for any delay or failure to discharge their obligations under the Contract if such delay or failure is due to force majeure. If the Supplier is unable to fulfil their contractual obligations due to force majeure, they shall only be entitled to the fee for the part of the Deliverables that have been actually provided.
3. The parties are obliged to take all necessary measures to minimise any damage caused by the force majeure event.
4. If the Supplier is affected by force majeure, they may suspend performance of the Contract. The Supplier must inform the Customer of the suspension without delay. The notice must include a description of the force majeure event and state when the Supplier expects performance of the Contract to resume.
5. The Supplier must notify the Customer as soon as they are able to resume performance of the Contract, provided the Customer has not already terminated the Contract.
6. The following, in particular, shall be deemed to constitute force majeure: strikes, lockouts and all circumstances beyond the control of the parties, such as fire, war, flood, earthquake, general mobilisation, insurrection, requisition, confiscation, embargo, energy rationing, as well as defective or delayed deliveries by subcontractors resulting from force majeure.

### XIII. PROTECTION OF CONFIDENTIAL INFORMATION AND PERSONAL DATA

1. The contents of the Contract, as well as any information that comes to the knowledge of the parties during or in connection with the performance of the Contract, shall be treated as confidential, with the exception of information that is part of the public domain or disclosed in fulfilment of a legal obligation.
2. The parties undertake to maintain confidentiality regarding all confidential information they have come across or of which they have become aware, and regarding all other matters relating to the other party's activities, in particular their customers and business partners.
3. The duty of confidentiality shall continue to apply even after the termination of the Contract.
4. Each party is required to pay the other party a contractual penalty of CZK 100,000 for every breach of the duty of confidentiality.
5. The parties may exchange personal data, such as names, telephone numbers, email addresses and other personal data, within the framework of their contractual relationship. In such cases, both parties shall use the data in accordance with the requirements of the European Union General Data Protection Regulation of 4 May 2016 (EU 2016/679; hereinafter referred to as the 'GDPR') and shall ensure that no unauthorised third parties have access to such data without the consent of the data subjects or on the basis of another legal ground for its processing.
6. The parties are required to maintain strict confidentiality regarding the other party's personal data and to solely process such data for the purposes of the Contract. The party processing personal data is responsible for ensuring that such processing is lawful and for safeguarding the rights of data subjects.

### XIV. TRADE SECRETS

1. The Customer and the Supplier must maintain confidentiality regarding all information or documents in any form, whether communicated in writing or orally, which relate to the performance of the Contract and are designated in writing as confidential, or which are facts of competitive significance, identifiable, quantifiable and not generally available within the relevant business community.
2. Each party must:
  - a. not use confidential information or documents for any purpose other than the performance of obligations arising under the Contract without the prior written consent of the other party;
  - b. ensure that such confidential information or documents are protected to the same standard as their own confidential information and, in any event, with due care;
  - c. not disclose, either directly or indirectly, any confidential information or documents to third parties without the prior written consent of the other party.
  - d. The duty of confidentiality set out in this Article shall be binding on the Customer and the Supplier for the duration of the Contract and for as long as the information or documents remain confidential, unless:
  - e. the party that disclosed them agrees to release the receiving party from their duty of confidentiality at

- an earlier date;
- f. confidential information or documents become public in a manner other than a breach of confidentiality;
  - g. the relevant legislation requires the disclosure of confidential information or documents.

## XV. DISPUTE RESOLUTION

This Contract shall be governed by and construed in accordance with the laws of the Czech Republic. If any dispute arises concerning the validity, interpretation, enforcement, performance or termination of the Contract, the parties shall endeavour to settle such dispute through amicable negotiations led in good faith. Any disputes that cannot be settled amicably shall be finally resolved 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 panel of three arbitrators. For business relationships where the Customer's registered office is in the Czech Republic or Slovakia, any disputes shall be settled by the competent ordinary court.

## XVI. OTHER ARRANGEMENTS

1. The Supplier is liable for damage caused intentionally or through gross negligence.
2. The Supplier is entitled to perform the Contract in part through a third party who is professionally qualified. In such a case, the Supplier shall be liable for the performance of the third party as if it had performed the work itself.
3. No failure or delay on the part of the Supplier to exercise any of its rights shall be construed as a waiver of those rights vis-à-vis the Customer.
4. Without the Supplier's prior written consent, the Customer shall not be entitled to set off any claim against the Supplier, or any part thereof, against any claim the Supplier may have against the Customer, nor shall the Customer be entitled to exercise a right of retention or to assign the Contract, or any part thereof, to a third party.
5. Email communication bearing a simple signature also meets the written form requirement.
6. It is expressly agreed that, in the event of damage arising as a result of the Supplier's actions, liability for such damage shall be excluded until the price of the Deliverables has been paid in full. If the Supplier causes damage, the Supplier shall compensate for such damage up to an amount not exceeding the price of the Deliverables. The parties hereby exclude the Supplier's liability to compensate the Customer for loss of profit or any other indirect damages.

## XVII. FINAL ARRANGEMENTS

1. By entering into the Contract, the Customer expressly agrees to all the rights and obligations contained in or arising from these T&Cs.
2. These T&Cs and the Contract are governed by Czech laws.



3. Each provision of the Contract is severable and distinct from the remaining text. If any provision is or becomes unlawful, invalid or unenforceable to any extent, it shall be severed from the remainder of the Contract. This shall not affect the legality, validity or enforceability of the other provisions of the Contract, which shall remain in full force and effect. Any provision that is unlawful, invalid or unenforceable must be replaced by a lawful, valid and enforceable alternative provision that corresponds as closely as possible to the actual intention of the parties as reflected in the unlawful, invalid or unenforceable provision. Any amendment to such a provision must be made in writing prior to the fulfilment of all contractual obligations. The Contract must be interpreted as if it had contained the replacement provisions from the moment it entered into force.
4. The Supplier reserves the right to amend these T&Cs at any time, to a reasonable extent. The current version, including previous versions, is available at [www.juta.cz/vop](http://www.juta.cz/vop).

