

GENERAL TERMS AND CONDITIONS

HSH Chemie, s.r.o., IČ: 261 52 011

Walterovo náměstí 329/3, Jinonice, 158 00 Prague 5, Czech Republic

(Effective as of: 1/5/2021)

I. Area of Application

- 1.1 HSH Chemie, s.r.o. ("Supplier") within the scope of its business activities, supplies chemical substances ("Goods") to third parties, entrepreneurs ("Customer(s)"), also within the scope of their business activities.
- 1.2 In accordance with provisions of sec. 1751 et seq. of Act No. 89/2012 Sb., the Civil Code, these general terms and conditions ("Sales Conditions") form part of the purchase or other contract concluded between the Supplier and the Customer.
- 1.3 These Sales Conditions apply to all business relations with Customers – entrepreneurs. The Supplier is entitled to unilaterally change the Sales Conditions. The Supplier will inform the Customer about this change on its website. If the Customer does not agree with the change of the Sales Conditions and communicates his disagreement to the Supplier without undue delay, the current wording of the Sales Conditions is binding for the Customer. If the Customer does not communicate his disagreement to the Supplier, the Customer is deemed to agree with the new wording.
- 1.4 The following Sales Conditions are exclusive; any other terms and conditions of the Customer which have not been expressly agreed in writing by the Supplier and which are in conflict with the Sales Conditions of the Supplier are disregarded.

II. Conclusion of Contract

- 2.1 Supplier's quotes are subject to changes and are non-binding. This also applies to any catalogues, technical documentation, samples or other product descriptions provided by the Supplier to the Customer, unless these have been explicitly defined as binding by the Supplier.
- 2.2 The purchase contract between the Supplier and the Customer is concluded in accordance with sec. 2079 et seq. of the Civil Code.
- 2.3 The purchase contract is concluded on the basis of the Customer's order either in writing or by e-mail. This order is considered a binding offer to conclude a contract. The purchase contract is concluded at the time of confirmation of the order by the Supplier, which can be made in writing or by e-mail.
- 2.4 In the order confirmation, the Supplier shall confirm the subject of the purchase contract, the price of the Goods, the expected date of delivery of the Goods and the place and method of delivery of the Goods.
- 2.5 In the event that the confirmation of the Supplier's order contains changes or reservations compared to the Customer's order, the contract is concluded at the time when the Customer agrees to the change of conditions. This consent may be given in writing or by e-mail or telephone.
- 2.6 The Customer is entitled to cancel the order unilaterally only if the order cancellation statement is delivered to the Supplier earlier or at least simultaneously with the order. The cancellation of the order can be made in writing or by e-mail.
- 2.7 Deviating provisions contained in the contract (if agreed by both parties) take precedence in the event of a conflict with these Sales Conditions.

III. Prices, Terms of Payment

- 3.1 Supplier's prices (net) are ex works and exclusive of the respective statutory value added tax and exclusive of costs for packaging and transport, except as otherwise expressly agreed upon. Unless otherwise stipulated by law, the Supplier is not obliged to repurchase or take back from the Customer any packaging material for the delivered Goods. The Supplier is entitled to refuse the acceptance of the returned transport packaging material if the packaging is not clean, is damaged, or is not free from foreign substances or if it has not been sorted according to the different types of packaging.
- 3.2 The Supplier is entitled to adjust the prices accordingly if, after the conclusion of contract, unforeseeable cost reductions or cost increases occur, especially on account of changes in original acquisition costs, costs of materials, etc. This applies, among other things, in the case of the introduction and/or increase of fiscal charges (e.g., customs duty or taxes), an increase in transport and/or insurance costs, high or low tide surcharges, or similar. The Supplier will provide the Customer with evidence of these costs on request.



Raiffeisen Bank, Bank Code 5500
CZK 104 101 6687 / 5000
EUR 104 101 6695 / 5500
IBAN CZK: CZ835500000001041016687
IBAN EUR: CZ615500000001041016695
SWIFT: RZBCCZPP

Share capital: 7 000 000 CZK
Trade register: 26152011
VAT number: CZ 26152011



- 3.3 The price of the Goods is payable on the date stated in the invoice issued by the Supplier within 15 days from the date of issue of the invoice by bank transfer to the account specified in the invoice, unless expressly agreed otherwise by the Customer and the Supplier. The purchase price is considered paid on the day the amount corresponding to the invoiced amount is credited to the Supplier's bank account.
- 3.4 In the event of the Customer's delay in payment, the Customer is obliged to pay the Supplier interest on arrears in the amount of 0.05% of the amount due for each day of delay. The Supplier is entitled to enforce his claim, in court or out of court, on the first day of Customer's delay in payment. The Supplier is entitled to charge the Customer all costs of such recovery, including the costs of legal and accounting services in the case of judicial or extrajudicial enforcement, in the amount paid by the Supplier.
- 3.5 In the event of the Customer's delay in paying any obligations to the Supplier, the Supplier is entitled to withhold deliveries that have not yet been fulfilled, without this constituting a breach of contract by the Supplier.
- 3.6 Any set-off of the claim or the exercise of any retention right by the Customer is only possible with the express written consent of the Supplier.
- 3.7 If, after the conclusion of the contract, it becomes apparent that the right to payment of the price of the Goods may be threatened (for example, as a result of the initiation of enforcement or insolvency proceedings of the Customer), the Supplier is entitled to withdraw from the contract.

IV. Deliveries

- 4.1 Unless stated otherwise in these Sales Conditions or in the contract, the INCOTERMS valid at the time of the conclusion of the contract shall apply.
- 4.2 Deliveries take place ex warehouse. Upon the Customer's explicit request, the Goods may be sent at the Customer's costs and risk to another place. In such a case, the Supplier is entitled to choose at its discretion the type of transportation (in particular forwarding company, route and packaging). If a delivery to another place has been agreed upon, the Goods will be considered as delivered by the handover of the Goods to the Customer or to the first forwarder. Unless agreed otherwise based on Customer's explicit request and at the Customer's expense, the shipment will be effected without insurance.
- 4.3 The Supplier is entitled to make partial deliveries, provided they are usable by the Customer for the intended purposes and do not produce considerable additional expenditure for the Customer. The Supplier will inform the Customer in advance about such partial deliveries.
- 4.4 If Supplier's order confirmation does not contain delivery dates and/or deadlines which are explicitly defined as binding, any date and/or deadline mentioned in the order confirmation is only regarded to be approximate.
- 4.5 The Supplier is obliged to deliver the ordered Goods to the Customer within the agreed period and in the agreed manner. The Supplier shall not be liable for delivery delays caused by circumstances beyond the control of the Supplier, nor for delivery delays caused by a reason on the part of the carrier or a third-party supplier.
- 4.6 Delivery times shall be extended by the period of the obstacle for which it was not possible to deliver the Goods, in particular in the event of force majeure or other unforeseeable circumstances beyond the control of the Supplier, including delays on the part of third-party suppliers, etc. The Supplier shall inform the Customer of such an obstacle in writing simultaneously with the communication of information on the expected duration of the obstacle. If the duration of this obstacle exceeds six months, both parties are entitled to withdraw from the contract. In such a case, the parties shall return to each other the performances already received.
- 4.7 In the event that the Customer incurs damage as a result of a delay caused by circumstances on the part of the entity from which the Supplier ordered the Goods, the Customer shall assert his claim for damages directly from this entity and not from the Supplier. The Supplier shall provide the necessary cooperation to the Customer to exercise this right.
- 4.8 The Supplier shall not be liable for any delay if it is due to the compliance with legal conditions, in particular the European regulation REACH.
- 4.9 The Customer is obliged to accept the ordered Goods within the agreed date and place of delivery. If the Customer does not ensure the acceptance of the Goods within the agreed time and place, the risk of damage to the Goods is transferred to the Customer, if this has not happened before. In such a case, the Customer bears the cost of an unsuccessful attempt to deliver the Goods. At the same time, the Customer is obliged to pay the Supplier a contractual penalty in the amount of the costs of an unsuccessful attempt to deliver the Goods. This does not affect the Supplier's right to damages incurred.

- 4.10 In the event that the Customer is in delay in accepting the Goods and the Supplier will store the Goods for the Customer or make them store for the Customer, the Supplier is entitled to retain the Goods until the Customer reimburses the costs incurred by the Supplier by storing the Goods.

V. Transfer of Risks

- 5.1 The risk of damage to the Goods is transferred to the Customer by handing over the Goods to the first carrier to transport the Goods to the Customer. In the case of direct collection of Goods by the Customer from the Supplier, the risk of damage to the Goods is transferred to the Customer at the time of receipt of the Goods. The Customer hereby assumes the risk of a change of circumstances within sec. 1765 (2) of the Civil Code.
- 5.2 Damage to the Goods, which arose after the transfer of its risk to the Customer, does not affect the Customer's obligation to pay the agreed purchase price.
- 5.3 If the Goods are damaged after delivery of the Goods to the carrier, the carrier is solely responsible for this damage.
- 5.4 The Supplier is not liable for any damage to the Goods caused during transport.

VI. Liability for defects

- 6.1 The Supplier provides the Customer with a warranty that the Goods comply with the agreed technical specifications, in the period stated on the packaging of the Goods. The Customer is entitled to claim the warranty only if the Goods delivered do not correspond to the agreed technical specifications. The warranty period starts to run from the date of delivery of the Goods to the Customer.
- 6.2 Liability for defects does not apply to defects that were caused after the transfer of the risk of damage to the Goods by external events and were not caused by the Supplier.
- 6.3 The Supplier is not responsible for inappropriate or incorrect use of the Goods by the Customer. Similarly, the Supplier shall not be liable for any improper processing of the Goods or for the result or characteristics of the processing of the Goods or products which, in their amended form, characteristics or purpose, do not correspond with the Customer's expectations.
- 6.4 The Customer is obliged to inspect the Goods immediately after delivery and claim any defects without delay, no later than 10 days, in writing to the Supplier. As concerns defects that become apparent in the course of the warranty period, the Customer is obliged to claim in writing to the Supplier without delay, no later than 10 days from their discovery.
- 6.5 The claimed Goods must be separated from the remaining delivered Goods.
- 6.6 In the notification of claims, the Customer is obliged to describe the defect in detail. The Customer is obliged to enable the Supplier to assess the due title of the claim and provide him with all the necessary cooperation, including the possibility of inspecting the claimed Goods. The Supplier decides on the claim and on the method of its settlement within 30 days from the date when the Customer enabled the Supplier to assess the due title of the claim.
- 6.7 If the defect was caused by one of the Supplier's third suppliers and if it can be reasonably requested from the Customer, the Customer is obliged to enforce claims for defects first from this third supplier. In order to assert these claims, the Supplier hereby assigns to the Customer all related rights and claims necessary to assert defects against the third supplier. Only if the Customer is not entitled to exercise these rights directly with the third supplier, they can be raised against the Supplier.
- 6.8 The Customer's rights from defects expire if the Customer does not claim the defects in the manner described above to the Supplier without delay after the discovery of the defects or after they were identified or could have been discovered with professional care. The Customer's rights from defects in the Goods shall also expire if the Customer fails to fulfil other obligations under this Article VI., Especially if he does not provide the Supplier with the necessary cooperation to assess the due title of the defect.
- 6.9 The above obligation also applies to higher or, conversely, lower quantities of Goods, or inconsistencies in the type of Goods, in relation to the Goods ordered by the Customer. However, the Customer is obliged to claim this discrepancy in quantity or type no later than the day following the delivery of the Goods. The Customer accepts variations (in accordance with normal business practices) in the range of +/- 10% compared to the ordered quantity of Goods, which may arise due to safety reasons or as a result of the method of delivery of Goods in containers or transport vehicles and the Customer agrees that the invoice amount for these Goods has been reduced or increased accordingly.

- 6.10 If the defect has been duly notified to the Supplier by the Customer with a precise description, the Supplier is entitled, based on his own consideration, either to remove the defect within a reasonable period of time or to deliver the Goods again without defects, even repeatedly. If the defect has been properly identified, then the related costs of removing the defect or re-delivery shall be borne by the Supplier. If the defect cannot be eliminated, the Customer is entitled, if all other legal conditions are met, to request a reasonable discount on the price or to withdraw from the contract.
- 6.11 Even in case the Customer already exercised his rights of liability for defects of the Goods with the Supplier, the Customer is obliged to pay the price of the Goods invoiced by the Supplier within the due date. In the event that the Customer is in delay with the payment of the invoice for the Goods in respect of which he claimed liability for defects, the Supplier is not obliged to resolve the complaint until the payment of the due amount.
- 6.12 At the request of the Supplier and within a reasonable period specified by the Supplier, the Customer is obliged to withdraw the Goods from the market on the grounds of public interest, if the Goods are defective, dangerous or capable of causing damage or injury. The related costs will be borne by the Supplier or the third supplier responsible for the reason for which the withdrawal from the market must be carried out.

VII. Liability

- 7.1 Any and all claims for damages against the Supplier can be asserted only in accordance with the provisions of this article VII.; any other claims are excluded.
- 7.2 The Supplier shall be liable in accordance with legal provisions for the loss of life, injury, fraud and in the event of willful or grossly negligent breach of the essential contractual obligations of the Supplier. If the Supplier has accepted the warranty for the properties of the Goods, the Supplier is responsible for them in accordance with the legal provisions and these Sales Conditions. The same applies to claims arising from statutory product liability.
- 7.3 Any other liability of the Supplier for damage or harm, including lost profits or other indirect damage or harm to the Customer is excluded.
- 7.4 The amount of liability for damage is limited to the amount of usually foreseeable damage for a similar contractual relation and at the same time shall not exceed an amount equal to the amount of the price of Goods paid by the Customer.
- 7.5 If the Supplier provides the Customer with technical information or consulting services at the same time and such provision of information or consulting services does not fall within the contractually agreed scope, the Supplier shall provide these services under exclusion of all liability.
- 7.6 The exclusions and limitations of liability above shall in the same way apply to our executive bodies, legal representatives, employees and all other vicarious agents of the Supplier.

VIII. Withdrawal from the Contract

- 8.1 The Customer is entitled to withdraw from the contract only on the grounds of and in accordance with the conditions of articles 4.6 and 6.10 above or in the event of a material breach of the Supplier's obligations and in compliance with other legal conditions for withdrawal from the contract.
- 8.2 The Supplier is entitled to withdraw from the contract in cases stipulated by law, by these Sales Conditions, in the event of a material breach of contractual conditions by the Customer, in the event the Customer enters into liquidation, and in the event of execution or insolvency proceedings against the Customer.
- 8.3 Unless otherwise stipulated, in the event of withdrawal from the contract, the withdrawing party is entitled to a reimbursement of purposefully incurred costs incurred in fulfilling the obligations under the contract incurred before such withdrawal.

IX. Reservation of Title

- 9.1 The Customer acquires ownership of the Goods only by full payment of the purchase price within sec. 2132 of the Civil Code.
- 9.2 In the event of breach of contractual obligations by the Customer, especially in case of delay in payment, the Supplier is entitled to take back the delivered Goods. In this case, the request for the return of the Goods represents at the same time a notice of withdrawal from

the contract. The Supplier is then entitled to sell the Goods and claim the proceeds from the sale, after deducting reasonable costs related to this sale, against the related claims of the Customer after the withdrawal from the contract.

- 9.3 Until full payment for the Goods, the Customer is only the custodian of the Goods, the Customer is not entitled to use the Goods as currency or collateral and shall store and mark the Goods in such a way that they are clearly identified as the Supplier's property. In the event of retention of Goods, execution, insolvency or similar proceedings, the Customer is obliged to inform the relevant bailiff, insolvency administrator or other authorized person of the existing reservation of title and provide them with all relevant documents for the Goods.
- 9.4 The Customer is entitled to resell the Goods in the ordinary course of business; however, the Customer shall assign to the Supplier all claims amounting to the final sum of the invoiced amount arising from the resale against its buyers or third parties, irrespective of whether the Goods have been resold after being further processed or not. However, even in this case, the Customer is obliged to duly recover the payment of the purchase price from a third party and to pay the price to the Supplier.
- 9.5 Until the full payment of the purchase price, the processing or reconstitution of the Goods by the Customer is always undertaken on behalf of the Supplier. If the Goods are processed with other materials or objects which do not belong to the Supplier, the Supplier thereby acquires co-ownership in the new item in the proportion of the value of our Goods to the other processed materials or objects
- 9.6 The Customer is obliged always to insure the Goods subject to reservation of title fully against the usual risks and to provide the Supplier with proof of this on request. The Customer assigns to the Supplier all insurance-related claims for insurance benefits to which the Customer would be entitled.
- 9.7 The Supplier is entitled to require the Customer to provide collateral. If the value of the collateral given exceeds total receivables by more than 25% the Supplier is obliged, on demand by the Customer, to release the corresponding collateral or to transfer it back, whereby the choice of collateral shall be on Supplier's discretion.

X. Force Majeure

The Supplier is released from liability and is not obliged to fulfill any obligations in relation to the Customer in case of force majeure, including but not limited to terrorist attack, explosion, fire, floods, riots, strikes, epidemics, government measures, lockouts, or other operational measures, transport failure, import or export restrictions, embargoes, damage to equipment, breach of obligations by a third supplier, etc.

XI. Confidentiality

The Customer is obliged to maintain confidentiality and without prior written consent of the Supplier not to disclose to third parties any facts concerning the conclusion of the contractual relationship as well as the content of the contract with the Supplier, including price and other conditions. The obligation of confidentiality continues even after the termination of a specific contractual relationship.

XII. GDPR

The Supplier is obliged by law to protect and secure the provided personal data. More detailed information on personal data protection can be found at: <https://www.hsh-chemie.com/en/data-protection>.

XIII. Miscellaneous

- 13.1 The Customer is not entitled to assign to a third party the rights and obligations of the Customer from the contractual relationship with the Supplier established by the contract and these Sales Conditions or to encumber them for the benefit of a third party without the written consent of the Supplier.
- 13.2 Legal negotiations, notices or other communications, including any notices, envisaged under these Sales Conditions may be made between the parties only in writing or by e-mail communication.
- 13.3 The Supplier shall deliver documents intended for the Customer to the address of the Customer's registered seat registered in the Commercial Register or the place of business registered in the Trade Register, unless the Customer requests in writing that the Supplier deliver the documents to another address.



Raiffeisen Bank, Bank Code 5500
CZK 104 101 6687 / 5000
EUR 104 101 6695 / 5500
IBAN CZK: CZ835500000001041016687
IBAN EUR: CZ615500000001041016695
SWIFT: RZBCCZPP

Share capital: 7 000 000 CZK
Trade register: 26152011
VAT number: CZ 26152011



- 13.4 If the Customer does not receive the registered document at the address of the registered seat in Commercial Register / place of business registered in the Trade Register, or at the delivery address notified to the Supplier, this document shall be deemed delivered three days from the date this document was stored at the post office.
- 13.5 The governing law in the application and interpretation of these Sales Conditions is the law of the Czech Republic, without the application of the conflict provisions of this law. The application of the Vienna Convention on the International Sale of Goods of 11 April 1980 (CISG), as amended, is expressly excluded.
- 13.6 Any disputes between the parties will first be settled amicably. If no agreement is found, the dispute will be submitted to a court. In the event of a legal dispute, the Customer and the Supplier agree on the territorial jurisdiction of the District Court for Prague 5 and the Municipal Court in Prague, respectively, if the dispute falls within the jurisdiction of the regional courts of first instance.
- 13.7 For the avoidance of any doubt, both the Supplier and the Customer expressly confirm that they are entrepreneurs and that they enter into a contractual relationship in the course of their business and that the Customer is therefore not entitled to consumer rights within the meaning of the Civil Code. Neither party shall be considered a weaker party, be it in the obligations stipulated by the contract or in the procedure leading to its conclusion, or in terms of the content of the contract, and both parties further declare that the economic benefits of the contract for each of the contracting parties correspond to what each contracting party has undertaken in the contract.
- 13.8 If any provision of the contract or these Sales Conditions is or becomes invalid or ineffective, the invalidity or ineffectiveness of this provision will not result in the invalidity of the contract or these Sales Conditions or other provisions, if such invalid or ineffective provision is severable from the rest of the contract or Sales Conditions.
- 13.9 The Customer declares that he has read these Sales Conditions properly, understood their content and the meaning of all provisions and clauses has been sufficiently explained to him, and that he accepts them in full and without reservations, which he confirms by concluding the contract, no later than upon acceptance of the Goods. The Customer further declares that these Sales Conditions do not contain any clause or provision that would be incomprehensible or particularly unfavorable for the Customer or which he could not reasonably expect within provisions of secs. 1753 and 1800 of the Civil Code.
- 13.10 In the event of a conflict between the linguistic versions of the Sales Conditions, the Czech version shall prevail.
- 13.11 The current version of the Sales Conditions is always available on the Supplier's website.

These Sales Conditions are valid and effective as of 1 May 2021.

Accepted by the Customer on:

.....



Raiffeisen Bank, Bank Code 5500
CZK 104 101 6687 / 5000
EUR 104 101 6695 / 5500
IBAN CZK: CZ835500000001041016687
IBAN EUR: CZ615500000001041016695
SWIFT: RZBCCZPP

Share capital: 7 000 000 CZK
Trade register: 26152011
VAT number: CZ 26152011

