

General Terms and Conditions of Geomine a.s. – Supplier Terms and Conditions

1. Introductory Provisions

- 1.1. Pursuant to Section 1751(1) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the “Civil Code”), the following General Terms and Conditions (hereinafter referred to as the “Terms and Conditions”) shall govern the mutual rights and obligations between Geomine a.s., with its registered office at Příbram VI, Husova 570, Postal Code 261 01, Company Reg. No.: 27657191, registered in the Commercial Register maintained by the Municipal Court in Prague, Section B, File 11556, as the Supplier (hereinafter referred to as the “Supplier”), and persons entering into legal relations with the Supplier for the sale of the offered goods or performance of the Work (hereinafter referred to as the “Customer”).
- 1.2. Legal relationships between the Supplier and the Customer may be established by:
 - 1.2.1. Conclusion of a purchase contract concerning the sale of goods;
 - 1.2.2. Conclusion of a contract for work if the Supplier’s performance involves manufacturing an item, maintaining, repairing or modifying an item, or assembling an item if the value is higher than the value of the item to be supplied; (hereinafter referred to as the “Contract”).
- 1.3. The Terms and Conditions form an integral part of the Contract, and the provisions contained in the Contract shall prevail over the present Terms and Conditions.
- 1.4. The following Terms and Conditions shall prevail over the Customer’s terms and conditions unless otherwise agreed in writing by the Contracting Parties, even if the Supplier accepts payment from the Customer and delivers the Goods.
- 1.5. The Contracting Parties declare that they are entrepreneurs within Section 420(1) of the Civil Code and that they enter into the Contract within the scope of their business activities. Exceptionally, if this is not the case, the Customer is obliged to notify the Supplier in writing prior to the conclusion of a Contract that they will not conclude it within the scope of their business; otherwise, they shall be liable to the Supplier for any damage incurred. For the purposes of this clause, the exchange of e-mail or other electronic communications, including those lacking a verified electronic signature, shall constitute a written form of conduct between the Contracting Parties.
- 1.6. The Contracting Parties declare that they do not wish any rights and obligations to be derived from any past or future practice established between them or from any general or industry practice concerning the subject matter of performance under the Contract beyond the express provisions of the following Terms and Conditions unless otherwise expressly agreed herein or in the Contract. In addition to the foregoing, the Contracting Parties acknowledge that they are unaware of any custom or practice hitherto established between them.

2. Conclusion of the Contract and the Extent of the Deliverables

- 2.1. An order placed by the Customer with the Supplier, in particular, by (i) e-mail, (ii) fax, (iii) letter or (iv) telephone, shall constitute a binding proposal for the conclusion of the Contract (hereinafter referred to as the “Offer”).
- 2.2. The Customer’s Order must contain at least (i) the identification of the Customer, (ii) a precise description of the Goods or Work ordered, and (iii) the quantity of the Goods ordered. The Customer shall be responsible for any inaccuracies in identifying the Goods or Work ordered.
- 2.3. The Contract shall be concluded based on the Customer’s Order when signed by the authorised representatives of both Contracting Parties or when the Supplier confirms the Customer’s Order in writing.



Delivery of the Goods as ordered by the Customer to the Customer or the first carrier for transportation for the Customer or to any other person designated by the Customer shall also be deemed to be confirmation of the Order or acceptance thereof. For the purpose of this paragraph, the Contracting Parties shall also consider an exchange of e-mails or other electronic messages to be in writing, even if such messages do not contain a verified electronic signature.

24. If the Supplier makes an Offer, the Contract shall be concluded as soon as the Supplier receives the Customer's acceptance of the Offer.
25. Oral or written agreements or understandings of the Contracting Parties made prior to the conclusion of the Contract and relating to dealings under a later Contract shall not be deemed binding unless contained in the final Contract. No statement made by the Contracting Parties during the contract negotiation or after its conclusion shall be construed to contravene the express provisions hereof and of the present Terms and Conditions and may not create any obligation for the Contracting Parties. The ability of the Contracting Parties to amend the Contract under the following Terms and Conditions shall not be prejudiced.
26. A Contract agreed in writing may only be amended by written agreement of the Contracting Parties. For the purpose of this paragraph, an exchange of e-mails or other electronic messages shall not be deemed to be in writing.
27. Any proposal for the supply of Goods or performance of Work made by way of advertisement, catalogue or display, including publication on the Supplier's website, shall not constitute an Offer. It shall be deemed to constitute an invitation to submit proposals for the conclusion of a Contract.
28. If, after the conclusion of the Agreement, circumstances change in such a way that the performance of the Agreement becomes more difficult for the Supplier, particularly if the Supplier's costs of performance increase, the Supplier shall be entitled to request the Customer to renegotiate the Agreement, provided that (i) the Supplier could not reasonably have foreseen or excluded the change and (ii) the change occurred after the conclusion of the Agreement or the Supplier became aware of it after the conclusion of the Agreement. In such a case, the Supplier may postpone the performance for a reasonable time, but not more than 30 days.

If the Contracting Parties fail to agree within a reasonable time, but not later than 30 days from the date of receipt of the Supplier's request to resume negotiations on the Contract, on an amendment to the Contract restoring the balance of the rights and obligations of the Contracting Parties, the Supplier is entitled to withdraw hereunder, irrespective of whether the Contract has already been partially fulfilled. The Supplier's right under Section 1766 of the Civil Code shall not be prejudiced thereby.

29. The Supplier shall provide a final, complete and binding description of the Supplier's performance of the Contract hereunder in the Contract and its annexes, including the relevant supplementary provisions.

3. Plans and Technical Documentation

31. Any technical documentation provided by the Customer to the Supplier, such as, but not limited to, plans, drawings, weight and dimensional data, is merely informative and shall not be deemed binding for the Supplier unless it is contained and referred to in the Contract or the relevant supplementary provisions of the relevant legally binding document.
32. The Customer shall be solely responsible for the accuracy of the production documentation, its legal purity, and the design and suitability of the delivered Product for the intended use.

4. Purchase Price and Payment Terms

41. The Customer shall pay the Supplier for the delivery of the Goods or the execution of the Work the price agreed by the Contracting Parties herein (hereinafter referred to as the "Purchase Price").

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42. The Supplier is entitled to add to the Purchase Price the amount corresponding to the value-added tax in the amount determined by the currently applicable legislation.
43. The invoicing of the Goods shall be subject to the weights, numbers of pieces and quantities stated by the Supplier in the delivery note when the Customer accepts the Goods or when the Supplier hands over the Goods to the first carrier.
44. The Purchase Price is payable within 15 calendar days from the date of invoicing in accordance with Section 1963 of the Civil Code unless otherwise stated in the Contract. If the Customer is delayed with payment of the Purchase Price or any part thereof, the Customer is obliged to pay the Supplier a contractual penalty of 0.05% of the amount due for each day of the delay until payment. This shall be without prejudice to the right to claim damages. If the Customer is in default of payment of the Purchase Price or part thereof for more than 15 calendar days, the Supplier is entitled to set the Customer an additional deadline for payment of the Purchase Price or part thereof.

If the Customer fails to pay the Purchase Price or part thereof in this additional period, the Supplier is entitled to withdraw from the Contract. Upon withdrawal from the Contract, the Contracting Parties are obliged to reimburse each other for the performance hereunder mutually; in the case of a works contract, such settlement shall be completed by the rules of mutual settlement provided for in Section 2586 of the Civil Code. This is without prejudice to the right to claim damages.

45. Should the scope of the agreed deliveries change, the technical design alter, or the price of the material increase by more than 5 %, the Supplier is entitled to propose a price increase or to withdraw from the Contract and conclude a new one depending on the new facts and conditions.

5. Deterioration of Financial Conditions

51. If the Supplier becomes aware of a deterioration in the financial and property situation of the Customer, the Supplier may demand full or partial payment of the Purchase Price or the provision of security before fulfilling their obligation or to dissolve the agreement immediately after such discovery.

6. Delivery Terms

61. The Supplier shall deliver the Goods or perform the Work to the Customer within the time agreed in the Contract. If the performance time is not arranged in the Contract, the Supplier shall determine it and communicate it to the Customer upon request. Compliance with the time of performance shall be subject to the Customer's fulfilment of its obligations hereunder.
62. The Supplier shall fulfil the obligation to deliver the Goods by handing them over to the Customer or by preparing the Goods for acceptance by the Customer and allowing the Customer to dispose of them at the Supplier's registered office or otherwise at a place notified in advance by the Supplier to the Customer. Similarly, the Supplier shall comply with the obligation to deliver the Goods if the Goods are handed over to the first carrier for transportation to the Customer, provided that the Goods are to be shipped to the Customer. The obligation to perform the Work shall be deemed fulfilled when the Work has been completed and is ready to be handed over to the Customer.
63. The Supplier shall transport the Goods in accordance with the Customer's instructions at the Customer's expense and risk unless the Contracting Parties have agreed otherwise in writing. For the purposes of this paragraph, an exchange of e-mails or other electronic messages shall be deemed to be in writing. The Contracting Parties may use standard commercial provisions to negotiate the delivery terms.
64. The Customer shall notify the Supplier of any special requirements concerning, for instance – but not limited to – packaging, dispatch, transportation, insurance of the Goods or customs clearance well in advance. If the Customer fails to do so, the Supplier is entitled to extend the delivery period by a reasonable amount of time. If the Supplier is forced to extend the delivery time by more than 30 days, the Supplier may also withdraw from the Contract. In such a case, the Supplier is entitled to claim compensation for all costs and damages incurred. The same shall

apply if the information supplied is incomplete or incorrect. If the Supplier arranges the transportation, the Purchase Price shall be increased by the amount charged by the Supplier for arranging the transportation.

- 6.5. If the Customer fails to comply with their legal and contractual obligations incurred from the time of the conclusion of the Contract until delivery of the Goods and/or Works, the allocated Goods and/or Works delivery period shall be extended. The Supplier is entitled to suspend the delivery of the Goods and/or Works if the Customer is in default in paying the Purchase Price or any part thereof or if the Customer has failed to fulfil any of their contractual obligations agreed prior to the delivery of the Goods and/or Works, or if the Customer has failed to meet their contractual obligations in other contractual relationships with the Supplier, i.e., unfulfilled obligations arising from previous or concurrent business transactions.
- 6.6. If the Supplier delays the delivery for reasons solely attributable to the Supplier, the Customer is obliged to grant the Supplier a reasonable additional period of time for fulfilling the obligation, but at least 15 working days.
- 6.7. The Customer must accept the Goods. A delivery note signed by authorised representatives of the Customer and the Supplier will be drawn up to confirm receipt of the Goods. The Customer undertakes to inspect the packaging and contents of the Goods without undue delay after their delivery and acceptance and to inform the Supplier in writing of any defects therein (including incompleteness of the delivery). If the Customer fails to submit written notification of defects in the delivery within 14 calendar days, the delivery shall be deemed to have been duly approved and accepted by the Customer without any apparent defect.
- 6.8. Partial deliveries are permissible. In this case, the Customer is not entitled to reimbursement of any costs incurred in connection with partial deliveries.
- 6.9. If the Customer defaults in accepting the delivery or breaches any obligation to provide cooperation, the Supplier is entitled to claim compensation for damages incurred, including any extra costs.
- 6.10. If the Goods are delayed for reasons the Supplier is not responsible, neither Contracting Party may refer to such delay as a default under the Contract or the present Terms and Conditions and the Customer is not entitled to claim contractual penalties or damages for such delay. Force Majeure events shall relieve the affected Contracting Party of the obligation to deliver or accept the Goods for the duration of the impediment and to the extent of the impediment.
- 6.11. If the Supplier's delay in performance is caused by circumstances for which the Supplier cannot be held liable, the Supplier is entitled to store the delivered Goods at the Customer's expense.

7. Transfer of Title and Risk of Damage

- 7.1. The Supplier retains title to the Goods delivered until the Purchase Price has been paid in full.
- 7.2. The risk of damage to the Goods shall pass to the Customer upon acceptance of the Goods by the Customer or, if the Goods are to be shipped, upon delivery of the Goods to the first contracted carrier for shipment to the Customer.
- 7.3. If the Customer fails to accept the Goods within the agreed time limit, even though the Supplier has allowed the Customer to dispose of them, the risk of damage to the Goods shall pass to the Customer at the time of the Customer's default in acceptance.
- 7.4. If the delivery and acceptance of the Goods is delayed at the Customer's request or for reasons beyond the Supplier's control, the risk of damage to the Goods shall pass at the time when the Customer should have collected the original Goods or when the Goods should have been handed over to the first contractual carrier for transport for the Customer. From that time, Goods shall be stored and insured at the Customer's expense and risk.
- 7.5. The transfer of title and the risk of damage to the Work's subject matter shall be governed by the provisions of Sections 2599 - 2603 of the Civil Code.

8. Liability for Defects

81. The Supplier shall be liable for the delivery of the Goods in the agreed quantity, quality and workmanship as specified in the Contract, i.e., that the Goods are free from defects, in which case the risk of damage shall pass to the Customer.
82. If the major part of the Supplier's obligation consists in the performance of an activity or the obligation of this Contracting Party involves the manufacture and/or assembly of the Goods in accordance with the Customer's specifications, technical documentation, instructions or plans, the Supplier shall not be liable for the technical and legal suitability of the Product in the manufacture thereof in accordance with such specifications and the Customer's specifications, particularly for the suitability of the Product for the intended use, the safety of the use of the Product. In such a case, the Supplier shall not be liable to the Customer for legal defects of the Goods, in particular, if the use of the Goods may violate or endanger industrial or other intellectual property rights of third parties according to the Czech legal system or the legal system of the country where the Goods are to be used.
83. The Customer is obliged to have the Goods inspected immediately after the risk of damage was transferred to them. Apparent defects must be notified to the Supplier within 14 calendar days, and hidden defects immediately after their discovery, but no later than six months after receipt of the Goods. Notification (to be notified) means a duly justified written complaint delivered to the Supplier's registered office address as listed in the commercial register. In the event of a correctly submitted complaint, the Supplier is entitled, at their discretion, to remedy the defect by supplying a new item, removing the defect by repairing it or reducing the Purchase Price within a reasonable time. The Supplier shall set a reasonable time limit for the settlement of the claim, taking into account the nature of the notified defects and the Goods. If the Supplier is behind in repairing or delivering replacement Goods for reasons solely attributable to the Supplier, the Customer shall grant the Supplier a reasonable additional period of at least 15 working days to fulfil their obligation. If the Supplier fails to repair or replace the Goods within such additional period, the Customer shall be entitled, at the Customer's option, to rescind the Contract or to claim a reasonable reduction in the Purchase Price.
84. If the Customer proves that the Goods had a material defect at the time the risk passed to the Customer, i.e. a defect which constitutes a material breach of the Contract and which prevents the Goods from being used for the purpose agreed hereunder or otherwise for their usual purpose, the Customer is entitled to demand that the defect be remedied (i) by repair of the Goods; or (ii) by delivery of new Goods, at the discretion of the Supplier. If the Supplier fails to remedy any such defect in the Goods within thirty (30) days of the date the Customer was notified of such defect, the Customer is entitled to a reasonable reduction in the Purchase Price or to rescind the Contract.
85. If the Customer establishes that the Goods were immaterially defective (any defect other than a material defect) at the time when the risk of loss passed to the Customer, the Customer is entitled to require the Supplier to remedy such defect by (i) repairing the Goods or (ii) supplying new Goods, at the Supplier's discretion. If the Supplier fails to remedy such defect in the Goods within thirty (30) days of the date the defect has been brought to the Customer's attention, the Customer is entitled to demand a reasonable discount on the Purchase Price.
86. The Supplier shall not be liable for any defects in the Goods known to the Customer or which, under the circumstances, should have been known to the Customer when entering into the Contract. Furthermore, the Supplier's liability for defects shall not apply if such defects were caused after the risk of damage to the Goods had passed due to external events and were not caused by the Supplier or persons assisting the Supplier in performing their obligation. The Customer shall prove the existence of a defect in the Goods at their own expense. The Supplier's liability for defects shall be excluded if the Customer or a third party has interfered with the Goods in any way contrary to the instructions or catalogue documentation. Liability for defects shall not apply to defects in the Goods caused by transport, mechanical damage, improper handling or assembly. The Customer is not entitled to compensation for costs or damages incurred as a result of or in connection with defects in the Goods unless they can prove that the damage was caused intentionally or through gross negligence on the part of the Supplier.

87. Other rights and obligations of the Contracting Parties relating to the Supplier's liability for defects may be governed by the Supplier's Complaints Procedure.

9. Confidentiality

- 9.1. The Customer undertakes to keep absolutely confidential all information provided by the Supplier in connection with the supply of Goods which, under the circumstances, may be regarded as apparently a trade secret and which is to be kept confidential, except for information known from public sources without breach of the obligation of confidentiality under the present Terms and Conditions.

10. Choice of Law, Dispute Resolution

- 10.1. The legal relations arising from the Contract shall be governed by the legal regulations of the Czech Republic; the Contracting Parties hereby explicitly exclude the application of the UN Convention on Contracts for the International Sale of Goods concluded in Vienna on April 11th, 1980, and published under No.160/1991 Coll.
- 10.2. The legal relations of the Contracting Parties shall be governed by Act No. 89/2012 Coll., the Civil Code, as amended unless otherwise stipulated in the individual provisions of the present Terms and Conditions or provided by law.
- 10.3. The Supplier and the Customer undertake to settle any disputes that may arise between them primarily through out-of-court negotiations.
- 10.4. Courts in the Czech Republic shall settle all disputes arising from and in connection with the Contract; its local jurisdiction shall be determined by the place of the Supplier's registered office unless the exclusive jurisdiction is provided for by law.

11. Final Provisions

- 11.1. Neither Contracting Party shall be liable for breach of Contract or otherwise liable to the other Contracting Party for any default or failure to perform any obligation hereunder if such default or failure is due to force majeure, such as a natural disaster, war, fire, transportation interruption, accident or terrorist attack, legislation and/or regulations of a government, state, public authority, civil commotion, strike or other impediment beyond the Obligor's control, which prevents the Obligor from performing their obligations, provided that such impediment or its consequences cannot reasonably be expected to be averted or overcome by the Obligor, and further that the Obligor would have foreseen such impediment at the time of entering into the Contract. The Obligor shall promptly inform the other Contracting Party of the nature and extent of such an event. The performance period shall be extended accordingly.
- 11.2. All rights and claims of the Supplier against the Customer arising from the Contract, from its breach or from the Customer's unjust enrichment due to its invalidity, nullity or cancellation shall be time-barred within ten (10) years from the date when the Supplier might have first asserted the right.
- 11.3. Unless otherwise provided in these Terms and Conditions or agreed in writing by the Contracting Parties, none of the obligations of the Contracting Parties hereunder shall be deemed to be a fixed obligation within the meaning of Section 1980(1) of the Civil Code. For the purpose of this paragraph, an exchange of e-mails or other electronic messages shall not be deemed to be made in writing.
- 11.4. Pursuant to Section 1765(2) of the Civil Code, the Customer shall bear the risk of change of circumstances.
- 11.5. Should any provision of the Contract or the present Terms and Conditions prove to be invalid, and if the invalidity reason relates only to a part thereof that can be separated from the rest of its contents, only such part shall become invalid if it can be presumed that the Contract would have been concluded without the invalid part hereof if the Contracting Parties had recognised the invalidity in good time.

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- 11.6. The Contracting Parties expressly exclude the application of the following Sections of the Civil Code, namely 1757(2) and (3), 1799, 1800, 1805(2), 1950, 1977-1979, 1980, 2002, 2003, and 2119(1).
- 11.7. The Customer hereby acknowledges that they have read the present Terms and Conditions and expressly agree to all their provisions.
- 11.8. The present Terms and Conditions shall take effect and apply to all Contracts concluded by the Contracting Parties as of January 25th, 2018. The present Terms and Conditions shall supersede all previous terms and conditions governing the Supplier's performance to the Customer concerning Contracts concluded after the effective date. The current Terms and Conditions shall not apply to obligations arising from Contracts concluded prior to January 24th, 2018.

In Příbram on January 1st, 2023