

General terms and conditions of the company VÍTKOVICE MACHINERY TRADE sro No. 01/2022

1. Introductory Provisions

- 1.1 These general terms and conditions (hereinafter referred to as "**GTC**") define the rights and obligations between the trading company VÍTKOVICE MACHINERY TRADE s.r.o., ID number: 054 51 566, with registered office at 1. maje 3302/102a, Moravská Ostrava, 703 00 Ostrava, registered in the commercial register maintained by at the Regional Court in Ostrava, in section C, file 67582 (hereinafter referred to as the "**Seller**") and by a third party (hereinafter referred to as the "**Buyer**"), who acquires ownership of the goods (hereinafter referred to as the "**Goods**") specified in the purchase contract (hereinafter referred to as "**Contract**"). The General Terms and Conditions form an integral part of the Agreement.
- 1.2 For the purposes of these GTC, products manufactured by the Seller's business partner, the company VÍTKOVICE STEEL, as, Company ID: 278 01 454, with registered office at Českoobrátská 3321/46, Moravská Ostrava, 702 00 Ostrava, registered in the commercial register kept at the Regional Court in Ostrava in Ostrava, in section B, insert 3243 (hereinafter referred to as "**VÍTKOVICE STEEL**"), namely sheets, sheet metal and blanks.
- 1.3 Any deviations from the General Terms and Conditions or their additions are binding only if they are agreed in writing by both contracting parties, i.e. Seller and Buyer.
- 1.4 Deviating provisions in the Contract take precedence over the wording of the General Terms and Conditions.
- 1.5 For the purposes of the GTC, a day is a calendar day.
- 1.6 All documents resulting from the Contract or the General Terms and Conditions will be sent by the Seller to the Buyer's correspondence address specified in the Contract.

2. Formation of the Treaty

- 2.1 The contract is concluded as soon as the contracting parties agree on its content. A prerequisite for the conclusion of the Agreement is reaching an agreement on all requirements. If the contracting parties do not expressly agree on all the requirements, then the Contract is not concluded. Until the conclusion of the Agreement, the Seller reserves the right to terminate negotiations on the Agreement and is not responsible for the fact that the Agreement is not concluded.
- 2.2 Acceptance of a draft Contract with an amendment or deviation that changes any of the terms of the draft Contract is considered a separate proposal, i.e. § 1740 paragraph 3 of Act No. 89/2012 Coll., Civil Code, as amended, does not apply. The Agreement is concluded at the moment when the acceptance of the draft Agreement becomes effective, i.e. at the moment when:
 - a) the draft Contract as proposed by the Seller is signed by the Buyer and delivered back to the Seller,
 - b) the draft Contract as amended by the Buyer's counter-proposal is signed by the Seller and delivered back to the Buyer, or
 - c) The Seller does not receive from the Buyer a written notification of the rejection of the draft Contract in the wording proposed by the Seller, within 3 days of delivery of such draft Contract to the Buyer.If, together with the acceptance of the draft Contract (offer), the Buyer submits its own terms and conditions, which, even if only partially, differ from this wording of the Contract, then the conclusion of the Contract shall not take place; the same applies if the Seller does not sign and deliver such a counter-proposal to the Buyer within 3 days after receiving the draft of the Contract in the wording of the Buyer's counter-proposal.
- 2.3 The contract can be concluded in accordance with § 1895 et seq. Civil Code transfer only with the consent of the contracting parties. The aforementioned provision also applies if the Agreement is to be assigned partially or to several assignees. Pursuant to Section 1899 of the Civil Code, the transferor's exemption is refused. The seller is entitled, under the conditions of § 1936 of the Civil Code, to refuse to accept performance.

3. Form and details of the Agreement

- 3.1 The contract must be concluded in writing. If the Agreement is concluded in a different form, then the Seller is not bound by the content of the concluded Agreement orally. The contract can only be changed in writing. The contracting parties agree that they will not apply § 582, paragraph 2 of the Civil Code regarding the fact that the invalidity of a written form of legal



action negotiated for changes to the Contract can only be objected to if it has not already been fulfilled. According to the express agreement of the contracting parties, this invalidity can be objected at any time.

4. Fulfillment of debts from the Contract and creation of the right to payment of the purchase price

- 4.1 The method of delivery of the Goods is determined by the agreement in the Contract.
- 4.2 The goods are delivered to the Buyer in loose pieces, unpackaged and unprotected against corrosion and other atmospheric influences, unless the Contract stipulates otherwise.
- 4.3 The Seller (or a person authorized by him) is entitled to deliver the Goods also in partial deliveries, possibly even before the agreed performance period, and the Buyer is not entitled to refuse such partial or early performance.
- 4.4 When arranging the delivery of the Goods through a carrier, the delivery of the Goods is carried out by handing them over to the first carrier for transport for the Buyer at the place of delivery of the Goods. In the case of the Buyer's own removal of the Goods, the delivery is made by handing them over to the Buyer at the place of delivery of the Goods. The place of delivery of the Goods is the warehouse of finished products located in the production area of VÍTKOVICE STEEL at the address Štramberská 2871/47, Hulváky, 703 00 Ostrava, unless the Contract stipulates otherwise.
- 4.5 The person to whom the Goods are to be handed over is obliged to prove that he is authorized to accept the Goods on behalf of the Buyer, otherwise the Goods will not be issued to him. The Buyer undertakes to take over the Goods within the period specified in the Seller's email/telephone call, or persons authorized by him, to take over the Goods (hereinafter referred to as the "**Invitation**"). If the Buyer does not take over the Goods within the period specified in the Invitation, the following shall apply:
 - a) upon expiry of the last day of such period, the Goods are deemed to have been delivered (if a delivery clause according to INCOTERMS 2020 is agreed in the Contract, then this is replaced by the EXW clause) and the Seller stores it in an appropriate manner; upon deposit, the risk of damage, accidental loss and destruction of the Goods passes to the Buyer;
 - b) for the storage of the Goods, the Buyer is obliged to pay the Seller a storage fee of EUR 2.5 excluding VAT for each ton of Goods for each calendar week of storage (hereinafter referred to as the "**Storage Fee**");
 - c) The Seller is entitled to issue a tax document to the Buyer for the purchase price including VAT, regardless of the payment terms in the Contract.

The above does not affect the Seller's right to compensation for damages (especially costs incurred due to the cancellation of the original shipment, standing charges, etc.).

- 4.6 Failure to take over the Goods within 30 days after the expiration of the period specified in the Invitation is considered a material breach of the Contract by the Buyer, and the Seller is entitled in such a case to withdraw from the Contract and also to sell the Goods at the Buyer's expense in an appropriate manner. According to the agreement of the contracting parties, the sale to a person authorized to dispose of waste is also considered a suitable method. In the case of the intended sale, the Seller will set the Buyer an alternative deadline for taking over the Goods, which will not be shorter than 10 days.
- 4.7 The Seller is obliged to deliver together with the Goods all documents enabling the Goods to be accepted and handled and other documents and documents specified in the Contract.
- 4.8 In the event that the Seller arranges the transportation of the Goods for the Buyer abroad, the transportation of the Goods shall be governed by the INCOTERMS 2020 General Terms and Conditions of Delivery and binding international conventions (CMR, CIM, SMGS, etc.) depending on the type of means of transport used (road transport, rail transportation, etc.).
- 4.9 In the case of transport provided by the Seller to the agreed destination, the Buyer is obliged to provide the Seller with an accurate description of the place where the Goods are to be delivered, the time of unloading, contact details, etc. at least 5 working days before the loading of the Goods, otherwise the Buyer's data will not be taken into account and the Seller is entitled to the Goods save until the parties agree on the next course of action. If an agreement is not reached within 30 days after the Goods have been deposited, the Seller is entitled to sell the Goods at the Buyer's expense, while proceeding appropriately in accordance with point 4.6 of the General Terms and Conditions. During the storage period, the Buyer is obliged to pay the Storage Fee to the Seller. The agreed place of destination means, depending on the type of means of transport used, the place of unloading (road transport), or the recipient of the Goods (railway or combined transport), unless the Contract stipulates otherwise.
- 4.10 The Seller's right to charge (invoice) the purchase price arises on the day the Goods were delivered, unless the Contract stipulates otherwise.

- 4.11 The contracting parties agree on the reservation of ownership rights, whereby all delivered Goods remain the property of the Seller until full payment of the purchase price by the Buyer. The risk of damage to the Goods, accidental loss and destruction of the Goods passes to the Buyer upon acceptance upon delivery of the Goods. In the event of the Buyer's delay in paying the agreed purchase price, the Seller is entitled to withdraw from the Contract and take back the unpaid Goods at the Buyer's expense. In order to collect the unpaid Goods, the Buyer shall allow the Seller unlimited access to the premises or buildings where the Goods are stored, their loading and removal. All possible costs and damages in connection with the removal of unpaid Goods and their possible dismantling are paid by the Buyer.
- 4.12 If the Buyer does not fulfill the debts arising from the General Terms and Conditions or the Contract on time, the Seller has the right to postpone the performance dates by the period of delay of the Buyer. The Seller's rights resulting from the Buyer's delay are not affected by this.
- 4.13 The moment of delivery of the Goods to the Buyer is decisive for the Seller to comply with the delivery deadlines. If the Goods cannot be delivered on time through no fault of the Seller, the delivery terms and dates specified in the Seller's notice of readiness for delivery of the Goods apply, and if the Buyer does not take delivery of the Goods within the period specified therein, the delivery of the Goods is completed and the Goods are considered deposited and the Seller is entitled to sell the Goods at the Buyer's expense in an appropriate manner.
- 4.14 If the Seller agrees with the Buyer's request for changes in the concluded Contract, the Seller has the right to postpone the delivery date of the Goods for the period from the conclusion of the Contract until the approval of the change request.
- 4.15 For the delivery of the agreed quantity of Goods, the weight data declared by the Seller are decisive. The delivery of the agreed quantity of Goods is considered to be the delivery of Goods within a tolerance of + 5% of the agreed quantity in the Contract, unless the Contract stipulates otherwise.
- 4.16 The limitation period according to the agreement of the contracting parties lasts 5 years.
- 4.17 In cases where the Buyer does not fully process the Goods immediately after taking them over from the Seller, he undertakes to store the Goods in such a way as to ensure their protection against weather effects or deformation damage. In this context, the Buyer undertakes to observe the following storage conditions for the Goods in particular:
 - a) The Goods must be stored indoors, under the roof or in another suitable place that effectively prevents (i) the penetration of water on/between individual pieces of the Goods or their bundles and (ii) the formation of condensate and their eventual mechanical damage; when storing Goods in open space, for example by covering individual pieces of Goods and their bundles with a sheet (not airtight), which will protect these pieces and their bundles from rain and impurities contained in rainwater in the air. Due to the need to ensure proper ventilation of the Goods, it is not advisable to use plastic film. The sails must be open at the ends of individual pieces of Goods and their bundles;
 - b) in the event that water penetrates onto/between the individual pieces of the Goods and their bundles despite the above measures, the Goods must always be properly supported and stored in the longitudinal direction in a slope, so that the water, as well as the resulting condensate, can drain freely.Detailed binding instructions for the storage of goods are published in the current version on the website of VÍTKOVICE STEEL at <http://www.vitkovicesteel.com/>.

5. Purchase price and payment terms

- 5.1 The purchase price of the Goods is stated in the Contract. The price of the Goods means the unit price for 1 ton without VAT, unless the Contract stipulates otherwise. The price does not include special packaging, which will be charged as a separate item.
- 5.2 The basis for payment of the purchase price for the Goods is the invoice, which must have the requisites of a tax document. The maturity of the purchase price for the delivered Goods is 14 days from the date of the invoice, unless the Contract stipulates otherwise. The same maturity period is also agreed for other monetary debts agreed in the General Terms and Conditions or in the Contract. In accordance with § 26 paragraph 3 of Act No. 235/2004 Coll., on value added tax, as amended, and Articles 232 and 233 of Council Directive 2006/112/EC, as amended, the contracting parties have agreed to electronic invoicing. Tax documents that meet all requirements according to generally binding legal regulations will be issued by each contracting party in electronic form in PDF format (hereinafter also "**electronic invoices**"). The contracting parties further agreed to send electronic invoices exclusively by electronic mail (e-mail) and note that that on the basis of this agreement, tax documents will not be issued and sent in paper form by each of the contracting parties. The e-mail addresses intended for receiving and sending electronic invoices and related documents (e.g. bill of lading, etc.), and possibly their

scans, are listed in the header of the Agreement, and each of the contracting parties declares that it is equipped with a computer system enabling receipt, printing, archiving and preserving the inviolability of the content of sent electronic invoices. The contracting parties have also agreed to store and archive electronic invoices in the same way as in the case of paper-based tax documents and are obliged to resend files with electronic invoices or provide them in paper form upon request at any time during the archiving period for tax documents. Finally,

- 5.3 In the event of a change in the specification of the Goods after the conclusion of the Contract, the Seller has the right to change the agreed purchase price of the Goods.
- 5.4 If the Seller discovers that there are circumstances that reduce the reliability of the Buyer's payments, especially if the Buyer is designated as an unreliable payer according to a special law, the Buyer's account is blocked, or if insolvency or execution proceedings are initiated against him, the Seller is entitled to unilaterally change the agreed payment terms conditions and, as a result of them, in particular not to deliver the still unpaid Goods until the moment of payment of the purchase price for these Goods, or until the moment of the provision of sufficient security by the Buyer in accordance with the agreement with the Seller.
- 5.5 In addition to the above, the Seller is entitled to suspend individual deliveries of Goods to the Buyer for a period during which:
 - a) the Buyer is in default of payment of any monetary debt to the Seller (regardless of the legal title of its origination) from any of the contractual relationships concluded between them, or
 - b) the amount of all monetary claims of the Seller against the Buyer (before maturity and after maturity) from all contractual relationships concluded with the Buyer exceeds the credit limit set for the Buyer by the Seller in its entirety, on the condition that the contractual parties do not agree on adjustment of the agreed payment terms (e.g. provision of additional security by the Buyer's bank guarantee, payments before delivery of the Goods, etc.). The Seller undertakes to continuously inform the Buyer about the current status of his (credit) limit.
- 5.6 The suspension of the delivery of Goods according to the previous clause of the General Terms and Conditions is not considered a breach of the Seller's obligations (it is not a delay on the part of the Seller) resulting from the General Terms and Conditions and the Contract, and the Buyer is not entitled to withdraw from the Contract in such a case, nor to assert any claims against the Seller (including the right to compensation damage). After the reasons for suspending the delivery of the Goods have disappeared, the contracting parties will negotiate a new date for the delivery of the Goods, which will replace the original delivery date, taking into account the current production and logistics capacities of the Seller. If they do not agree on a new delivery date within 10 days after payment of all the receivables in question, the Agreement shall terminate without further ado and the Buyer shall in such case be obliged to compensate the Seller for all costs incurred in connection with the fulfillment of the subject matter of the Agreement.
- 5.7 At the due date of the purchase price, the Buyer undertakes to pay the Seller VAT in the amount set by law, unless the General Terms and Conditions stipulate otherwise or a reverse charge regime is agreed.
- 5.8 In the event that the Goods are delivered to the Buyer to another EU member state, while the transport of the Goods is provided by the Buyer, who has a valid VAT number from another EU member state and which is specified in the Contract (so-called intra-community supply, i.e. exempt supply entitled to VAT deduction), the Buyer is obliged to deliver to the Seller documents proving that the Goods have been transported from the territory of the Czech Republic to another EU member state (e.g. CMR, CIM, etc.) no later than the fifth (5th) day of the calendar month following the month in which the Goods were transported, otherwise, the Seller is entitled to cancel the invoice issued without VAT and bill the purchase price with a new invoice including VAT.
- 5.9 Each of the parties pays the costs of its bank associated with the execution, or with the acceptance of payments according to the Contract. Other costs associated with the execution or acceptance of payments under the Agreement shall be borne equally by the parties.

6. Rights from defective performance

- 6.1 The Seller undertakes that the delivered Goods will comply with the conditions set out in the relevant technical standards agreed in the Contract.
- 6.2 In the event that the Buyer makes modifications to the Goods (additional cuts, coatings, etc.), his rights from defective performance after such modification of the Goods expire with regard to defects related to or related to the properties or parameters of the Goods specified in the relevant technical standards (agreed upon in the Contract), which were or could be



affected or affected by the modification of the Goods in question. The Buyer's rights from defective performance also expire if the Buyer acted contrary to the Seller's instructions, or VÍTKOVICE STEEL when cleaning, storing or using the Goods, if it has received such instructions from the Seller.

- 6.3 Corrosion of the Goods is not considered a defect in the Goods, unless it is agreed in the Contract that the Seller will ensure the protection of the Goods against such corrosion.
- 6.4 The Buyer is obliged to check the delivered Goods (according to the accompanying documents) immediately after taking them over, with the fact that, before starting unloading, he is obliged to inspect and check whether the quantity of the Goods corresponds to the data on the documents (delivery note, etc.) and whether the Goods were not visibly damaged during transport. The Buyer is obliged to record the identified deficiencies in the document in question for the Goods and immediately contact the Seller by telephone. The Buyer is then obliged to deliver to the Seller a written notification (hereinafter referred to as "**complaint**") about the existence of obvious defects in the Goods detected during the said inspection of the Goods to the Seller without undue delay, but no later than 10 days from the moment of acceptance of the Goods. The Buyer is obliged to deliver the complaint about hidden defects to the Seller without undue delay after discovering them, but no later than 6 months after the delivery of the Goods, or within 6 months after the moment,
- 6.5 Complaints about defects must always be made in writing and must be accompanied by documents proving their validity. If the Buyer does not report a defect in the Goods within the period specified in the General Terms and Conditions, his rights due to defects in the Goods expire.
- 6.6 Claimed Goods must be stored separately at the location where the defect was discovered, until the claim is settled and any disposal of these Goods that could make it difficult or impossible to verify the claimed defects is inadmissible without the prior written consent of the Seller.
- 6.7 When claiming the Goods, the Buyer is obliged to allow the Seller and/or VÍTKOVICE STEEL to inspect the condition of the claimed goods at the place specified in the previous point of the General Terms and Conditions, otherwise the Buyer's rights due to defective performance of the Goods shall expire.
- 6.8 In the event that the Seller recognizes a defect claim as justified, it will decide at its discretion on the method of removing the defect, namely by repairing or delivering a replacement defect-free Goods within the period agreed with the Buyer, regardless of the method of solving the defect chosen by the Buyer. Upon agreement with the Buyer, the complaint can also be resolved by providing a reasonable discount on the purchase price; The Buyer is not entitled to other claims from defects.
- 6.9 When dealing with all complaints, the Seller will cooperate with VÍTKOVICE STEEL, with the understanding that VÍTKOVICE STEEL can act alongside the Seller in relation to the Buyer (on the basis of the Seller's authorization).

7. Other arrangements

- 7.1 In the event of the Buyer's delay in paying the purchase price for the delivered Goods, the Buyer undertakes to pay the Seller a contractual penalty of 0.05% of the amount due for each day of delay. In the event of the Buyer's delay in taking over the Goods within the agreed delivery date, the Buyer undertakes to pay the Seller a contractual penalty in the amount of 0.05% of the value of the Goods affected by said delay for each day of delay. Payment of the contractual penalty does not affect the Seller's right to full compensation. In the event of the Seller's delay in meeting the delivery date of the Goods exceeding 10 calendar days, the Seller undertakes to pay the Buyer a contractual penalty in the amount of 0.05% of the value of the Goods affected by the delay for the 11th and each subsequent day of delay, but up to a maximum of 5% of the value of the Goods concerned delay.
- 7.2 The total amount of damages that the Seller is obliged to compensate the Buyer as a result of any breach of obligations under the Contract or in connection with it shall not exceed an amount equal to 10% of the total purchase price for all damages incurred by the Buyer on the basis of the GTC, the Contract or in connection Goods agreed in the Contract, unless otherwise stipulated. Notwithstanding the provisions of the previous sentence, the contracting parties have agreed that the Buyer is not entitled (i) to compensation for any damage caused by the Seller's delay in meeting the deadline for delivery of the Goods and (ii) in all cases to compensation for lost profit or compensation for the Buyer's damages, which the Seller could not foresee given all the circumstances. This provision does not apply to compensation for damage caused intentionally.
- 7.3 Regardless of any other provisions of these GTC and/or the Contract, the contracting parties agree that the Buyer has no right to compensation for any damage and/or lost profit and/or discount in the event of delay by the Seller and/or non-fulfillment of the Contract by the Seller in the following cases:
 - (i) the production activity of VÍTKOVICE STEEL is interrupted (for any reason) and/or terminated;

- (ii) a decision will be made on the liquidation of VÍTKOVICE STEEL;
- (iii) insolvency proceedings in the case of VÍTKOVICE STEEL will be initiated.

The suspension of the supply of Goods for any reason mentioned in point (i) – (iii) above is not considered a breach of the Seller's obligations arising from the General Terms and Conditions and the Contract, and the Buyer is not entitled to make any claims against the Seller in such a case (including the right to compensation for damages). If any of the situations listed under point (i) – (iii) above occurs, the Seller is entitled to withdraw from the Contract.

- 7.4 The contracting parties have agreed that, in accordance with § 1765 paragraph 2 of the Civil Code, the Buyer assumes the risk of changes in circumstances that could occur after the conclusion of the Contract. The contracting parties further agreed that the Buyer is entitled to withdraw from the Contract only if the Seller is in delay in delivering the Goods by more than 2 months compared to the date agreed in the Contract.
- 7.5 Any withdrawal from the Contract must be made by a written notice duly delivered to the other contracting party by the withdrawing contracting party. Withdrawal will take effect on the day the notice of withdrawal is delivered to the relevant contracting party.
- 7.6 The contracting parties consider the content of these GTC, the Agreement, as well as all the facts of their mutual relationship, if they are not facts or information normally available in public registers (e.g. commercial register, real estate register, etc.) as confidential information and trade secrets. The buyer therefore undertakes to keep them confidential and to do everything necessary to protect them and prevent their misuse. The Buyer's obligation of confidentiality under this provision is not limited in time.
- 7.7 Without the prior written consent of the Seller, the Buyer may not transfer any claim against the Seller arising from the General Terms and Conditions or the Contract to a third party, nor encumber such a claim with the right of a third party, and may not set off such a claim, as well as any other claim, against the Seller's claim against the Buyer arising from the General Terms and Conditions, the Contract or from another contractual relationship between the Seller and the Buyer.
- 7.8 The following is issued for the Goods specified in the Contract:
 - a) **Declaration of Conformity** according to Act No. 22/1997 Coll., on technical requirements for products and on the amendment and addition of certain laws, as amended, and in accordance with § 6 paragraph 1 letter a) Government Regulation No. 163/2002 Coll., which establishes technical requirements for selected construction products. For Goods intended outside the territory of the Czech Republic, it is also published on the VÍTKOVICE STEEL website <http://www.vitkovicesteel.com> published according to the nature of the national declaration of conformity (the so-called Domestic Declaration of Conformity) in accordance with the relevant national legislation;
 - b) **statement of properties** for Construction products with the CE mark in accordance with Regulation (EU) No. 305/2011 of the European Parliament and Council, which establishes harmonized conditions for placing construction products on the market and which repeals Council Directive 89/106/EEC.
- 7.9 The buyer acknowledges that traffic on roads within the production area of VÍTKOVICE STEEL is governed by VÍTKOVICE STEEL's internal guidelines, the content of which is continuously changing and is published in the valid version on the website <http://www.vitkovicesteel.com/>. The Buyer will be notified by the Seller of any updates to these guidelines by e-mail or telephone. The buyer undertakes to familiarize himself with such changes without delay and to comply with them when fulfilling his obligations under the Agreement. The buyer acknowledges that the guidelines in question are available in their current version on the VÍTKOVICE STEEL website, that the link to these guidelines is functional and that he had the opportunity to familiarize himself with the content of the guidelines before concluding the Agreement. The Buyer is responsible for informing the Buyer's drivers.
- 7.10 In the case of sheet metal sheets, for the purposes of the Contract, the value calculated on the basis of the theoretical rounded unit weight specified in the Contract is considered the binding weight of the Goods.

8. Final Arrangements

- 8.1 The conclusion of the Agreement supersedes all previous negotiations, correspondence and oral, implied or written agreements, if they relate to the content of such Agreement and if the Agreement does not expressly refer to them.
- 8.2 Unless special legal regulations stipulate otherwise, the Buyer with its registered office in the Czech Republic may not export the Goods delivered by the Seller to the territory of another country (outside the territory of the Czech Republic) without his consent. The buyer is obliged to enshrine this condition in purchase contracts with its customers. In case of violation of the

obligation according to this provision, the Buyer is obliged to pay the Seller a contractual penalty in the amount of 30% of the price of the taken Goods. Payment of the contractual penalty does not affect the Seller's right to full compensation.

- 8.3 Contracts concluded in accordance with these GTC are governed exclusively by the laws of the Czech Republic, with the exception of the UN Convention on Contracts for the International Sale of Goods (Communication of the Federal Ministry of Foreign Affairs No. 160/1991 Coll.).
- 8.4 Disputes arising on the basis of GTC, or The contract will be heard with finality by the courts of the Czech Republic according to the procedural and substantive law of the Czech Republic, while the locally competent municipal court in the first instance will be in accordance with § 89a of Act. No. 99/1963 Coll., Code of Civil Procedure, as amended, the court in whose district the Seller has its registered office.
- 8.5 When processing personal data and dealing with it, the Seller proceeds in accordance with the Regulation of the European Parliament and the EU Council No. 2016/679, on the protection of natural persons in connection with the processing of personal data and on the free movement of such data and on the repeal of Directive 95/46/EC (general regulation on the protection of personal data), and legal regulations valid and effective in the territory of the Czech Republic governing the protection of personal data and their handling.

In Ostrava on September 20, 2022



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VÍTKOVICE MACHINERY TRADE sro
Ing. Adam Šotek, managing director