

GENERAL TERMS AND CONDITIONS

of FRUJO, a.s.

1. INTRODUCTORY PROVISIONS

- 1.1. These General Terms and Conditions ("**Terms and Conditions**") of company FRUJO, a.s., with its registered seat at Tvrdonice 710, 691 53 Tvrdonice, ID No. 005 57 706, registered with the Commercial Register maintained by the Regional Court in Brno, Section B, Insert 110 ("**Seller**") in accordance with Section 1751 (1) of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "**Civil Code**"), regulate the mutual rights and obligations of the parties arising out of or in connection with a framework purchase contract (hereinafter referred to as the "**Framework Purchase Agreement**") concluded between the Seller and any other legal entity or individual performing business on the basis of a trade license or other licenses in accordance with the law (hereinafter referred to as the "**Purchaser**").
- 1.2. For the purposes of these Terms and Conditions, the Purchaser concludes with the Seller Framework Purchase Agreement or individual purchase agreements based on the Framework Purchase Agreement in form of an order (hereinafter referred to as "**Order**" or "**Purchase Agreement**") or otherwise acts with the Seller in the course of its business or in the independent exercise of his professional activity.
- 1.3. Legal relationships that are not expressly regulated by these Terms and Conditions are governed by the Civil Code.
- 1.4. Any provision deviating from these Terms and Conditions may be stipulated in the Framework Purchase Agreement or in the Purchase Agreement. Any arrangements in the Framework Purchase Agreement or the Purchase Agreement deviating from the Terms and Conditions shall take precedence over the provisions of the Terms and Conditions.
- 1.5. The provisions of the Terms and Conditions form an integral part of the Framework Purchase Agreement. The Framework Purchase Agreement and the Terms and Conditions are drawn up in the Czech language. The Framework Purchase Agreement may be concluded in the Czech language.
- 1.6. The Seller is entitled to amend or supplement the Terms and Conditions. This provision is without prejudice to rights and obligations arisen during the period of validity of the previous version of the Terms and Conditions

2. CONCLUSION OF PURCHASE AGREEMENT

- 2.1. Purchase Agreement between the Seller and the Purchaser will be concluded by Purchaser's Order, based on which the Seller shall deliver to the Purchaser the Goods in the agreed kind, quality and

quantity (hereinafter referred to as "**the Goods**") and the Purchaser will collect the Goods and pay the agreed purchase price to the Seller.

- 2.2. Purchaser's Order will be sent electronically to the Seller's email. An order sent to other than stipulated e-mail address shall not be considered a properly placed Order. The Purchaser will notify the Seller of the list of persons authorized by the Purchaser to make Orders and to conclude Purchase Agreements and their e-mail addresses. The Seller shall confirm the binding Order via e-mail or fax without delay but no later than 2 business days from its receipt.
- 2.3. Prices of The Goods are listed without value added tax and all related fees, unless stated otherwise.
- 2.4. Purchaser's Order will include in particular the following essential information:
 - a) Number of the Order
 - b) Identification of the Goods – type of Goods, quantity and quality of Goods according to the numerical code
 - c) The requested delivery date
 - d) The method of collection of the Goods
 - e) The signature of the responsible employer.
- 2.5. The contractual relationship between the Seller and the Purchaser arises by delivering an acknowledgment of the Order (acceptance) sent by the Seller to the Purchaser's e-mail address in accordance with Article 2.2 of these Terms and Conditions. If the Seller fails to confirm the Order within the time limit and in the manner specified in Article 2.2 of these Terms and Conditions, the Purchase Agreement between the Seller and the Purchaser is not concluded.

3. PRICE OF THE GOODS AND PAYMENT CONDITIONS

- 3.1. The price of the Goods and any costs associated with the delivery of the Goods under the Purchase Agreement may be paid by the Purchaser to the Seller in the following manners:
 - i. in cash at the Seller at Tvrdonice 710, 691 53 Tvrdonice;
 - ii. by wire transfer to Seller's account on the invoice (the "**Seller's Account**")
- 3.2. Together with the purchase price, the Purchaser is obliged to pay to the Seller the costs associated with the packaging and delivery of the Goods in the agreed amount and other fees under the Framework Purchase Agreement, if applicable.
- 3.3. The Purchaser shall pay the purchase price to the Seller based on an invoice issued by the Seller and delivered to the Purchaser. The invoice is due 30 days after it is issued. The invoice will comply with the requirements for tax document set out in the generally binding tax regulations.

- 3.4. In the case of payments in cash, the purchase price is payable upon collection of the Goods.
- 3.5. The purchase price is deemed to be duly paid when the amount is credited to the Seller's Account or by paying the relevant amount in cash to the Seller. The Purchaser is obliged to state the variable symbol of payment when paying via bank transfer.
- 3.6. In the event that the Purchaser is in default with the payment of the invoice for Goods, the Seller is entitled to charge a contractual penalty of 0.05% of the invoiced amount for each day of default.
- 3.7. In the event that the Purchaser is in default with payment of any purchase price for the Goods delivered pursuant to the Framework Purchase Agreement for more than one month, the Seller shall be entitled to withdraw from the Framework Purchase Agreement, or from individual Purchase Agreement, with immediate effect. In this case, the Purchaser authorizes the Seller to remove the delivered Goods from the place of its storage at the Purchaser and to enter the Purchaser's premises for this purpose and to remove the Goods, in the maximum value of the Goods corresponding to the amount of the total amount owed. The Purchaser undertakes to provide the Seller with any assistance in the removal of the Goods and is obliged to compensate the Seller for all costs incurred in connection with the removal of the Goods.
- 3.8. If the Purchaser fails to pay the purchase price of the Goods or a part thereof within the period specified in the Framework Purchase Agreement or negotiated in the Purchase Agreement, the Seller shall be entitled to refuse to deliver to the Purchaser any other Goods under already concluded Purchase Agreement or to withdraw from such Purchase Agreement, regardless of whether it has already been performed or not.
- 3.9. In the event that the Seller is in default with delivering the Goods within the period specified in the confirmed Order, the Purchaser shall be entitled to charge a contractual penalty in the amount of 0.05% of the price of the undelivered Goods for each day of default, commencing on the tenth day of default.
- 3.10. The Contracting Parties are entitled to claim, in addition to the contractual penalty, not only compensation for damage caused by breach of the obligation of the other party to the contract, but also damages exceeding the contractual penalty.
- 3.11. Seller is not responsible for damages arising from contracts concluded between the Purchaser and third parties regarding the Goods. Damages are in particular: loss of profit, penalties for late delivery / non-delivery of Goods, etc.
- 3.12. The Seller is not liable for damages if its default is due to vis maior or is caused by an obstacle to the operation of the Goods production of up to 48 hours that are not on the Seller's side. The Seller undertakes to inform the Purchaser of such circumstances without undue delay.

4. TRANSPORTATION AND DELIVERY OF GOODS

4.1. Goods shall be delivered to the Purchaser as follows:

a) collection of the Goods by the Purchaser from place of Seller's registered office or from other place designated by the Seller, the costs associated with this mode of transportation of the Goods shall be borne by the Purchaser, or

b) by handing the Goods to the first carrier for transport to Purchaser's place of business referred to in the Framework Purchase Agreement or to another place specified by the Purchaser in the Order, whereas the transport contract shall be entered by the Purchaser and at its own expense.

4.2. The place of delivery is the registered seat of the Seller, unless it is agreed between the Contracting Parties that the delivery is completed by handing over the Goods to the first carrier providing the transport for the Purchaser.

4.3. If the mode of transportation is agreed upon based on the Purchaser's request, the Purchaser bears the risk and any additional costs associated with this mode of transportation.

4.4. If the Seller is obliged under the Purchase Agreement to deliver the Goods to a place designated by the Purchaser in the Order, the Purchaser is obliged to accept the Goods upon delivery.

4.5. In the event that, for reasons on the Purchaser's side, the Goods need to be delivered repeatedly or in a manner other than was agreed, the Purchaser is obliged to pay the costs associated with the repeated delivery or different method of delivery of the Goods.

4.6. Upon takeover of the Goods from a carrier, the Purchaser is obliged to check the integrity of the Goods' packaging and to notify a carrier of any defect without undue delay.

4.7. Seller agrees to hand over to the Purchaser the documents relating to the Goods, i.e. the delivery note, together with each delivery made under the Framework Purchase Agreement.

4.8. The Contracting Parties shall mark the acceptance of the Goods (in the delivery note), in which they shall record the result of the acceptance procedure. In the event of a refusal to accept the Goods by the Purchaser, the Purchaser is obliged to state the reasons for the refusal of the Goods.

5. RIGHTS ARISING FROM THE DEFECTIVE PERFORMANCE

5.1. The rights and obligations of the parties regarding defective performance are governed by applicable generally binding legal regulations (in particular Sections 1914 to 1925 and Sections 2099 to 2117 of the Civil Code).

5.2. Seller warrants to the Purchaser that the Goods to have no defects. In particular, the Seller warrants that at the time the Purchaser took over the Goods, it:

- a) has properties that the parties have agreed,
- b) is in the appropriate quantity, amount or weight and
- c) it complies with legal requirements.

5.3. The provisions of Article 5.2 of the Terms and Conditions shall not apply (i) to Goods sold at a lower price due to a defect, (ii) to wear and tear of the Goods caused by its usual use, (iii) to a defect corresponding to the degree of wear or tear of the used Goods, that the Goods had at the time of takeover of the Purchaser, or if it results from the nature of the Goods.

5.4. Other rights and obligations of the parties related to the Seller's responsibility for defects may be regulated by the Seller's Complaints Procedure.

6. OTHER RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

6.1. Ownership of the Goods shall be transferred to the Purchaser upon full payment of the agreed purchase price; until then the Goods remain the property of the Seller.

6.2. Contracting parties agree that the liability for damage to the Goods shall be transferred to the Purchaser upon receipt of the Goods by the Seller at Seller's registered seat or at any other place designated by the Seller or at the time of hand over of the Goods to the first carrier if the transportation by the Purchaser's carrier is provided.

6.3. The Purchaser hereby takes on the risk of changing the circumstances within the meaning of Section 1765 (2) of the Civil Code.

7. DURATION, TERMINATION OF THE AGREEMENT

7.1. The Framework Purchase Agreement is concluded for an indefinite period of time.

7.2. Each of the Contracting Parties is entitled to terminate the Framework Purchase Agreement without giving any reason. The notice period is 3 months and commences on the first day of the month following the month in which the written notice was delivered to the other Contracting Party.

7.3. The Purchaser acknowledges that they are not entitled to withdraw from the Purchase Agreement with respect to the Goods adjusted based on Purchaser's request or for the Purchaser's need, as well from the Purchase Agreement for the Goods that have been irreversibly mixed with other Goods or from the Purchase Agreement for the Goods which is subject to rapid perdition or from the Purchase Agreement

for Goods sold in sealed packaging that the Purchaser has removed from the packaging and it cannot be returned for hygienic reasons.

- 7.4. The Seller is entitled to unilaterally set-off the claim for damages of the Goods against the Purchaser's claim for a refund of the purchase price.

8. FINAL PROVISIONS

- 8.1. The Purchaser grants consent to receiving information related to the Goods or services provided by the Purchaser on its e-mail address and receive commercial communications on its e-mail address.
- 8.2. The rights and obligations of the parties that are not explicitly regulated by the Framework Purchase Agreement as well as the legal relations of the contracts concluded under the Framework Purchase Agreement, including these Terms and Conditions, are governed by the legal regulations of the Czech Republic, in particular by the Civil Code.
- 8.3. If the relationship established by the Framework Purchase Agreement contains an international (foreign) element, then the parties agree that the relationship is governed by Czech law
- 8.4. If any provision of these Terms and Conditions is invalid or ineffective, or becomes effective, instead of invalid clauses, a provision will be issued that makes sense to the closest possible approximation to the invalid clause. The invalidity or ineffectiveness of one provision is without prejudice to the validity of the other provisions.
- 8.5. Contracting parties agree that all disputes arising out of or in connection with the Framework Purchase Agreement as well as any disputes arising out of or in connection with the Purchase Agreement under the Framework Purchase Agreement will be decided by the competent Czech Court.
- 8.6. Contact details of the Seller: FRUJO, a.s., Tvrdonice 710, 691 53 Tvrdonice, Czech Republic, tel: +420 519 339 408, fax: +420 519 339 495, e-mail: frujo@frujo.cz.

In Tvrdonice on 3.12.2018