

Gottschol Alcuilux CZ, spol. s r.o.

General Trade Terms and Conditions

1 Concepts and Definitions and Effect of General Trade Terms and Conditions

- 1.1 For the purposes of these General Trade Terms and Conditions, the following concepts are to be understood as follows:
- **GTTC:** General Trade Terms and Conditions
 - **Supplier:** Gottschol Alcuilux CZ, spol. s r.o.
 - **Client:** An individual or a legal entity purchasing products or services from the Supplier
 - **Subject-matter of Delivery:** Product/goods or service as specified in an order submitted by the Client in writing, approved by the Supplier in writing or as specified in the contract.
 - **Product/goods:** Supplier's product, including supplied material manufactured based on Client's technical specifications submitted in writing or in an electronic form
 - **Contractual business relationship:** relationship between the Supplier and the Client, established in order to deliver Product/Goods or to render a service. Such relationships are created by Client's and Supplier's acts, i.e. usually when the Client delivers his order and when the Supplier subsequently confirms the order in writing. The relationship is not established unless the order containing exact specification of the Subject-matter of Delivery is confirmed.
- 1.2 **These GTTC are valid for any and all orders placed by the Client with the Supplier.** GTTC shall prevail over any other Client's trade or commercial terms and conditions.
- 1.3 Client's disapproval of these GTTC, if any, must be formulated clearly in a written form. In such a case Client's and Supplier's representatives shall meet and discuss how to settle the situation. Unless an agreement is reached regarding GTTC, no contract shall be made between the Supplier and Client which is to observe these GTTC.
- 1.4 In case the Supplier and the Client agree on terms and conditions other than stipulated herein, their mutual agreement shall precede these GTTC. However, such an agreement shall only be valid provided it is made in the form of a written contract confirmed by signatures of qualified representatives of both Parties.

2 Business Relationship Conditions

- 2.1 Client's Records and Manner of Ordering
- 2.1.1 In order to run its business, the Supplier must keep records of its Clients to enable communication with the Client as well as to enable correct invoicing and to satisfy legislative requirements set by the Czech Republic, etc. and the Client agrees with that.
- 2.1.2 The Supplier undertakes to protect any and all data concerning its Clients and declares to use acquired data, including submitted technical documentation, only in order accomplish and satisfy the contractual business relationship with the particular Client.
- 2.1.3 An order is a unilateral binding legal act made by the Client and addressed to the Supplier. Having received the order, the Supplier records the order in Supplier's information system, assigns a registration number and sends the Client an "**ORDER CONFIRMATION**" or order rejection.
- 2.1.4 Every order must contain:
- Identification specifying it as an order and indicating its date of issue;
 - Client's trade name (or name) and company registration number (identification number) and tax identification number in case of business entities seated within the European Union;
 - Client's contact person qualified to act in affairs concerning the order, including phone and e-mail contact;
 - Subject-matter of Delivery, specifying exactly and unambiguously the following information:
 - Number of pieces;
 - Drawing number identical to the number under which technical specification or revision, if any, was sent;
 - Specification of material if a deviation from standard material is required;
 - Dimensional and quality requirements and standards;
 - Required delivery date.

2.2 Order Confirmation, Technical Assignment and Clarification: Entering into Contracts

- 2.2.1 After an order is delivered, it is examined by personnel of the commercial division or personnel of the technical production preparation division who shall send the Client an **“ORDER CONFIRMATION”**. **Starting from that moment, the Supplier and the Client are in a contractual business relationship; the Supplier has to deliver ordered Products/Goods to the Client and the Client has to receive and pay for the Products/Goods duly and in due time.**
- 2.2.2 The “ORDER CONFIRMATION” or the “CONTRACT OF SALE” standardly specifies item name/drawing number, number of pieces, delivery date and conditions restricting validity of the confirmation, for each item. The Client has to pay due attention to such a document and report any objections to the Supplier without delay.
- 2.2.3 Technical assignment of the Subject-matter of sipe ordering must be submitted by the Client electronically in the form of vector graphics or model (e.g.: dxf, dwg, stp, step, stp, igs, iges, prt). All technical ambiguities, if any, must be clarified, removed and settled. Adjustments, if any, are confirmed by both Parties in writing by e-mail or by fax.
- 2.2.4 The period set to deliver the Products starts to run on the date when technical documentation was clarified entirely or also from the moment when material was delivered by the Client in case the Client has only ordered the service of working or machining material supplied by the Client.
- 2.2.5 In case of repeated production where there are changes as compared with the previous delivery, the Client has to specify numbers of technical documentation in his Order, including versions (revisions) or warning of any changes, marking the change in the drawing documentation. Unless the Client marks the revisions or unless the Client indicates clearly and unambiguously any changes from the last preceding delivery, the product shall be delivered in the same design and making.
- 2.2.6 The Supplier is not liable for constructional making of Product (Product design and choice of material) manufactured exactly in accordance with Client’s specific assignment, and any resulting operational and safety risks. Nevertheless, this stipulation does not apply to the part of the work manufactured by the Supplier according to Supplier’s own constructional design.

2.3 Materials Used, Product Execution, Dimension Tolerance

- 2.3.1 Material for Products is standardly used in such a quality as it is common and usual at the market and in such a type as specified in valid international standards. In case the Client has special requirements, the Client must indicate that in his Order exactly and clearly and this might affect the delivery period and resulting price of the Product significantly. The Supplier shall not make any decisions concerning substitution of material on its own. If Clients are interested, the Supplier is ready to suggest and offer such material substitutions. Substitutions of material must be approved in writing by both Parties. In such a case, the Supplier shall give reasons for its suggestion to the Client in writing, depending on further use of the Product or required functions of the Product and the Client shall finally decide whether to accept the suggestion or not and the Client shall also confirm his decision in writing.
- 2.3.2 If the Client requests to be delivered an inspection certificate (attest) for materials used, together with the Product, the Client must indicate so beforehand in his Order.
- 2.3.3 In case of sipe production, the Client agrees with the following rules for production of the corresponding tools to manufacture such sipes:
- Total price offered covers manufacturing of relevant tools;
 - Such tools are considered unique;
 - Tools shall remain under Supplier’s unlimited ownership and are subject to Supplier’s intellectual property right;
 - Tools shall be stored with the Supplier and shall only be used for Client’s own sipes;
 - The Supplier undertakes to store the tools for 5 years as minimum from their last application.

2.4 Delivery Period

- 2.4.1 Unless agreed otherwise, EXW Hulin applies as the standard delivery term according to valid INCOTERMS 2020.
- 2.4.2 The Supplier shall do its best to comply with confirmed delivery period. In case the delivery period is delayed due to an Act of God or for other serious reasons, the Client is not entitled to assert any claims for damages and other costs incurred due to failure to comply with the delivery period.
- 2.4.3 In case of any risk of failure to comply with the delivery period, the Supplier has to inform the Client immediately (by e-mail, by phone, etc.) if the Client specified such contact information in his Order.
- 2.4.4 The Supplier may extend the delivery period by 1 day as minimum for each day when the Client changes his technical assignment of the Subject-matter of performance or when the Client is in default of his technical assignment or technical

clarification or when the Client is in default of delivering material for production. The Supplier may suspend production entirely in case the Supplier is waiting for reported ambiguities to be clarified and resolved. The delivery period is then extended by the total duration of such suspension as minimum. In case the total duration of the delivery period extension exceeds 1 day and, simultaneously, the extension puts at risk other orders due to current utilization of Supplier's production capacities, the Supplier reserves a right to postpone the delivery period to the nearest free date stipulated based on the production plan.

2.5 Price, Payment and Invoicing

- 2.5.1 The purchase price has been agreed based on Supplier's price bid, pricelist or Contract of Sale elaborated by the Supplier based on Client's order. Each price bid specifies its expiry date. Unless the price bid specifies any expiry date, it shall be valid for one month.
- 2.5.2 In case of any change in Product assignment by the Client (change in material, change in the scope of works, etc.) or in case specific packaging or increased output inspection are required, the price of the Product shall be modified proportionally to the scope of such changes.
- 2.5.3 **Product/Goods shall not come under Client's ownership until the purchase price has been paid to the Supplier in its total amount.**
- 2.5.4 Sale against invoice with deferred maturity must be approved by a commercial representative or the Director.
- 2.5.5 In case of delayed payment of the purchase price for Products/Goods, the Client and the Supplier have agreed an interest shall be charged on late payment in the amount of 0.05% daily of the due amount for each started day of default. Agreed interest on late payment does not cover damage incurred due to Client's failure to comply with his obligation to pay the purchase price. The Client who is in default of payment of the purchase price has to reimburse Supplier's costs associated with reminders of the outstanding payment and costs of legal representation associated with reminders and/or exaction of the outstanding payment, including out-of-court dealings.
- 2.5.6 In case the Client fails to pay the purchase price for more than 10 days, the Supplier is under no obligation to deliver other Products/Goods pending completion; the Supplier shall not be liable to the Client for any damage incurred due to suspension of further deliveries of Products/Goods due to failure to pay purchase prices after maturity date.
- 2.5.7 The Supplier reserves a right to demand payment in advance.
- 2.5.8 SHA applies as the standard payment condition (the remitter pays his bank's charges and the receiver pays his bank's charges as well as charges of any mediating banks, if any).

2.6 Reception of Products/Goods, Reception Site, Transport

- 2.6.1 Unless agreed otherwise, the following rules apply with respect to transport:
- a) Deliveries are made EXW Hulin according to valid INCOTERMS;
 - b) The Supplier offers to assure transport to the Client at Client's costs and, if such transport is agreed between the Supplier and the Client, the Supplier shall subsequently bill for transport costs to the Client unless agreed otherwise with the Client;
 - c) Risk of damage to Goods passes to the Client when Products/Goods are handed to the first carrier or to the Client unless a different place has been specified in the Order or in the Contract or unless a different term has been specified according to valid INCOTERMS.
- 2.6.2 Upon receiving a consignment from the carrier, the Client has to check the condition and quantity of Goods or number of packaging units and integrity of packaging at the presence of the carrier. In case of loss or damage to the Goods or packaging during transport, the Client has to fill in a record of damage or loss of a packaging unit with the carrier so as to be able to assert a claim for compensation of damage against the carrier. The record may be made in any Client's form or directly in the delivery certificate attached to the delivery. The carrier shall confirm the record. The Client shall immediately notify the Supplier of the situation in writing (no later than 2 banking days according to the aforementioned instructions), attaching a record executed with the carrier. In case the Client fails to execute the aforementioned record, it shall be understood that the Client waives his claim for compensation of damaged or missing parts of the consignment.

3 Guarantee Guidelines

3.1 Product/Goods Identification

The Supplier marks its Products with an identification label attached to a bag containing the Subject-matter of Delivery. Products are always identified in such a way so as not to damage the Product and so as not to cause any loss to the Client.

3.2 Quality Guarantees, Liability for Defects

3.2.1 The Supplier is liable for the quality of its work and for the execution of the Subject-matter of Performance in accordance with Client's technical specifications specified in approved order or contract of sale, including materials used and surface treatment, if any.

3.2.2 The Supplier shall only be liable for damage caused to the Client up to the amount of the price of the Subject-matter of Performance as specified for the particular order. The Parties have agreed on such a limit of liability for damage in view of the fact that the Subject-matter of Delivery is a part of a complex product (mould) and the Supplier shall not be liable beyond the amount of the price of the Subject-matter of Performance as specified for the particular order for damage occurred to a complex product (mould).

3.2.3 The Client may only assert a guarantee claim for Products/Goods showing provable defects which are covered by valid guarantee and which were provably delivered by the Supplier.

3.2.4 The guarantee does not apply to materials delivered by the Client and constructional solutions used by the Client and resulting safety and functionality of Products.

3.2.5 The guarantee does not cover natural wear and tear corresponding to usual operation or use of the Product, defects caused by atmospheric disturbances, natural disasters, incorrect storage, chemical reactions, non-professional handling and interferences by third persons.

3.2.6 The guarantee period starts running on the moment when the consignment is received at the place of delivery.

3.2.7 The Supplier undertakes to notify its opinion on the guarantee claim within one month as maximum from receiving the guarantee claim call or, if the guarantee claim included return of defective items, within one month from receiving the defective items, depending on the potential complexity of the defect.

3.2.8 The Client must specify the following information in his guarantee claim:

- Exact description of defect, including photographic documentation;
- Clear description of Product as specified in the identification label and identification of the Order together with Order number or number of the delivery certificate;
- When the defect appeared and under which circumstances;
- When the Client needs to receive replacement items; how many pieces are subject to the guarantee claim;
- Whether the defect prevents the Product from being used; whether the defect is or is not removable from the Client's point of view;
- The Supplier reserves a right to request samples of defective items to assess the guarantee claim. Unless the Client sends the samples, the Client has no right to assert claims resulting from defective performance.

3.2.9 In case of justified guarantee claim the Supplier and the Client shall proceed as follows:

- i. The Supplier shall repair defective goods; if the goods cannot be repaired, then:
 - ii. The Supplier shall deliver substitute goods free from any defect instead of defective goods; if substitute goods cannot be delivered, then:
 - iii. The Client has a right for reasonable discount from the purchase price.
- Defects of goods may only be settled in another manner if agreed in writing by both Parties.

3.2.10 The origin of Product/Goods is considered proved if the delivery certificate is submitted together with the complete Product subject to the guarantee claim, if requested by the Supplier.

3.2.11 The Supplier reserves a right to replace defective and non-repairable Products/Goods by perfect ones.

3.2.12 There are no grounds to assert a guarantee claim for defects of Product/Goods which the Client was provably (usually by an entry in the delivery certificate) warned of by the Supplier before the reception of such Product/Goods and which the Client raised no objection against in writing.

3.3 Claiming and Review of Defects

- 3.3.1 Defects that can be detected before assembly (visual and quantitative defects) must be reported by the Client in writing no later than 5 banking days from the reception of the Subject-matter of Performance. If the Client fails to do so, defects of such a type claimed later shall be considered defects occurred due to non-professional handling or interference by third persons.
- 3.3.2 Defects that can be detected after assembly into a tyre mould (functional defects) must be reported by the Client immediately. In such a case, the Client must send the Supplier defective items for expertise for the purposes of the guarantee claim procedure. Unless the Client sends the defective items, the Supplier may refuse the guarantee claim.
- 3.3.3 Non-functional vents blocked by leaked rubber mixture cannot be subject to guarantee claim.
- 3.3.4 Hardened vent housings as well as hardened sipes may show different colouring. This does not constitute a functional defect and therefore cannot constitute a reason for a guarantee claim.

4 Storage Conditions, Guarantee Period

- 4.1 Delivered Products – vents are made of steel and may show signs of oxidation after some time if exposed to air moisture. Therefore they are treated by anticorrosive packaging system with VCI – Volatile Corrosion Inhibitor applied before they are sent to the Client. Dispatch packaging is always manufactured so as to take into account more demanding climatic conditions of localities outside Europe.
- 4.2 Delivered Products – sipes are made of stainless steel and must be stored in original packaging under standard storage conditions.
- 4.3 Vents may be checked upon opening the original packaging for a short period of time; after that we recommend re-closing the original packaging. Storage in closed original packaging may extend anticorrosive protection of vents considerably until the vents are actually used.
- 4.4 Determined Period to Process Vents:
Products kept in original packaging without opening the package or without any damage to the packaging – 12 months.
Products removed from exterior transport packaging but kept in smaller bags with a chip containing corrosion inhibitor – 3 months.
Products emptied freely from smaller bags in a closed area where they are not exposed to direct moisture from the surroundings – 2 weeks.

5 The General Data Protection (GDPR)

- 5.1 The Seller processes Client's personal data in accordance with EU Regulation No. 2016/679 (hereinafter "**GDPR**" only) and Czech legislation.
- 5.2 The Seller acts as an **administrator** of personal data. Personal data shall be processed **in order to** fulfil contractual relationship between the Seller and the Client and for the purposes of direct marketing (above all in order to send commercial notifications). Fulfilment of the contract, performance of legal obligations and justified interest (direct marketing) constitute **statutory reasons** for personal data processing.
- 5.3 Client's personal data shall be processed in the following scope: Client's name, Client's employees' name and surname, Client's seat or registered office, e-mail address, phone number, company registration number and tax identification number.
- 5.4 In order to perform the contract, the Seller makes use of services of his sub-suppliers as **processors**, in particular the ordering software provider and administrator, accounting software provider and mailing services provider (personal data are stored in the EU and outside EU). Sub-suppliers have been examined for safe personal data processing. The Seller and sub-suppliers made a contract for personal data processing; the contract makes sub-suppliers liable for due securing of the physical, hardware and software perimeter and therefore sub-suppliers are directly liable to the Client for any escape or breach of personal data. Sub-suppliers seated outside the EU (mailing services providers) have undertaken, as part of their participation in the Privacy Shield legal scheme, to observe at least the same level of personal data protection as determined by the GDPR.
- 5.5 The Seller has adopted legal, organizational and technical measures to protect processed personal data so as to prevent any unauthorized or incidental access to data, any alteration, modification, destruction or loss thereof, unauthorized transfer or other

unauthorized processing as well as other misuse so that all personal data processor's duties resulting from legal regulations are secured from the personal and organizational perspective at all times.

- 5.6 Personal data provision is required by the law and based on the contract.
- 5.7 Client's personal data shall be processed during contract performance and during the statutory limits. Personal data shall be processed by an automated way in an electronic form.
- 5.8 The Client has a right to demand that the Seller would grant the Client access to Client's personal data according to Art. 15 of the GDPR, to demand correction of his personal data according to Art. 16 of the GDPR or to limit processing according to Art. 18 of the GDPR. The user has a right for deletion of his personal data according to Art. 17 (1) (a) and (c) to (f) of the GDPR. Furthermore, the user may raise a claim against processing according to Art. 21 of the GDPR and has a right for data portability according to Art. 20 of the GDPR. The aforementioned rights may be asserted and any questions concerning personal data protection may be sent to gdpr@gacz.cz. In case the Client believes his right for personal data protection has been infringed, the Client may file a complaint with the Office for Personal Data Protection (Úřad na ochranu osobních údajů) (www.uoou.cz/en/).
- 5.9 The Seller uses cookie files in order to increase the quality of his services, to personalize his offer, to collect anonymous data and for analytical purposes in his presentation. By using Seller's web interface, you agree with such technology being applied.

6 Final Stipulations

- 6.1 Contractual relationships between the Seller and the Client, including issues concerning validity of contracts and consequences of potential invalidity of contracts, shall be governed exclusively by Czech law, including, in case of international relationships, the UN Convention on Contracts for International Sale of Goods.
- 6.2 In case any stipulation hereof is or becomes invalid, ineffective or unenforceable, this shall not affect validity, effect or enforceability of the remaining contractual stipulations. The Parties have to cooperate so as to replace such an invalid, ineffective or unenforceable stipulation by a valid, effective and enforceable stipulation which preserves, to its maximum extent, the economic purpose intended by such an invalid, ineffective or unenforceable stipulation. The same applies to contractual gaps.
- 6.3 Any failure to assert any of the aforementioned stipulations may not and cannot be interpreted as a business custom between the Supplier and the Client.
- 6.4 The Supplier and the Client have chosen e-mail and postal consignments as methods of their written communication.
- 6.5 All disputes arising out of or in association with contractual relationships between the Supplier and the Client shall be finally decided by the Court of Arbitration at the Economic Chamber of the Czech Republic and the Agrarian Chamber of the Czech Republic according to its rules by three arbitrators. Arbitration proceedings shall be held in Brno.