

## **BUSINESS TERMS AND CONDITIONS OF LABARA S.R.O.**

### **1. Scope and Validity of the Business Terms and Conditions**

1.1 These Business Terms and Conditions (hereinafter "GTC") regulate mutual contractual relationships during the supply of goods from the product range of LABARA s.r.o., ID: 255 55 308, with its registered office at Jindřichov 33, 595 01 Velká Bíteš (hereinafter "Seller") to third parties (hereinafter "Buyer") arising on the basis of a concluded framework purchase agreement or a separate purchase agreement (hereinafter also "Contract").

1.2 Individual provisions of concluded Contracts shall be applied to agreed business cases between the Seller and the Buyer preferentially over these GTC. By concluding a Contract referring to these GTC, both the Seller and the Buyer consider them an integral part of the concluded Contract. For a Framework Purchase Agreement referring to these GTC that regulates conditions or certain contractual limits for partial contracts negotiated on its basis (hereinafter "Framework Agreement"), the Seller and Buyer consider these GTC an integral part of not only the Framework Agreement but also individual implementation contracts, unless otherwise agreed.

1.3 Legal relationships arising from the Contract concluded between the Seller and the Buyer not regulated by the Contract or these GTC are governed by Czech law.

### **2 Formation of the Purchase Agreement**

2.1 In connection with the conclusion of the Framework Agreement, a Buyer who is an entrepreneur shall submit documents regarding their legal personality and authorization to conduct business (legal entities: a copy of the Commercial Register extract; natural persons: relevant trade or other business license, ID card), as well as a tax registration certificate; the Buyer is aware of the obligation to continuously update this data.

2.2 Individual purchase agreements or implementation contracts negotiated following the Framework Agreement are concluded based on Buyer's orders addressed to the Seller, particularly by telephone, email, through the online store, by mail, or handed over in person at the Seller's premises. The same form applies to orders negotiated without signing a Framework Agreement. The Seller is not bound to deliver goods based on any action other than a mutually signed purchase agreement or a confirmed order.

- If the Seller submits a price calculation based on an inquiry, it is not a proposal to conclude a contract but only a basis for creating a purchase agreement or order, which must be confirmed by the Seller.
- All product presentations in the Seller's online store catalog are informative, and the Seller is not obliged to conclude a purchase agreement regarding these goods.
- In the event of an obvious technical error on the Seller's part in stating the price in the online store or during ordering, the Seller is not obliged to deliver at this obviously incorrect price, even if an automatic order receipt notification was sent.
- The Seller undertakes to inform the Buyer of the error without undue delay and send a modified offer. This is considered a new purchase agreement proposal, concluded upon the Buyer's confirmation. Remote communication costs incurred by the Buyer are borne by the Buyer.

2.3 The Buyer's order should contain:

- Identification data of the Buyer (name and surname or business name, residence, registered office or place of business, birth number or ID (IČ), possibly VAT ID (DIČ)), delivery address, contact phone number, and email.
- Exact specification of the type and quantity of ordered goods.
- Method of delivery (personal pickup, COD, transport provided by the Seller, transport provided by the Buyer, etc.).
- Requested delivery date.
- Order number, date, and signature with the legible name and position of the signatory.
- In the absence of the above data, the order may not be accepted by the Seller.

2.4 A valid Contract is concluded upon written acceptance of the Buyer's order by the Seller.

2.5 If the Seller cannot cover the Buyer's order in part or in full, the contract is concluded for the

portion of the order where agreement was reached. This primarily concerns situations where the goods are no longer manufactured, not supplied, or currently sold out. The Seller must immediately contact the Buyer to agree on further steps for the unagreed portion.

2.6 Within 24 hours of delivering an order to the Seller, the Buyer is entitled to notify the Seller of an order change. The Seller accepts this only if they have not yet issued an invoice for the original goods or if the goods have not yet been dispatched or handed over. If no such change is made, the order accepted by the Seller according to Art. 2.4 is considered binding and a valid purchase agreement.

### 3 Rights and Obligations of the Parties

3.1 The Seller's obligation is to deliver the ordered goods properly (in accordance with the accepted order or the agreed portion) and on time to the agreed place of performance. The Buyer's obligation is to properly take over the goods, confirm this in writing, and pay the purchase price on time according to pre-agreed conditions (maturity, payment form).

3.2 The Seller is not responsible if the data provided by the Buyer in the order does not correspond to the Buyer's actual requirements or needs.

### 4 Distribution, Handover, and Liability for Defects

4.1 **The place of delivery** is the Seller's registered office or place of business, unless specified otherwise by contract.

4.2 **Delivery occurs** when goods are handed over to the first carrier or when the Buyer takes over the goods (or is enabled to do so) at the Seller's place of business or the location agreed upon in the Contract.

4.3 **The Seller reserves the right to deliver goods with a deviation of  $\pm 5\%$**  from the ordered quantity. **Invoicing will correspond to the delivered quantity with a measuring instrument tolerance of  $\pm 1\%$** . Differences in length or weight within this tolerance are not subject to quantity claims.

4.4 The Buyer is obliged to accept partial deliveries. If the Buyer refuses to take over properly delivered goods, they must pay the Seller all costs incurred with that business case.

4.5 When picking up goods in person, the Buyer confirms receipt on the delivery note, which includes identification of the Seller, quantity/type of goods, potential defects found, the recipient's name in block letters, signature, date, and a visible stamp or ID number.

4.6 The delivery note should also designate the person handing over the goods and the recipient's position and authorization.

4.7 When delivering via a carrier or by the Seller, the Buyer must check the transport or delivery note data before signing. If the data is incorrect, the packaging is damaged, the number of packages does not match, or the shipment is damaged, the Buyer must note this on the document, write a damage report with the carrier, or refuse the shipment as a whole. The Buyer must inform the Seller of this within 3 working days.

4.8 The Buyer is obliged to inspect the goods as soon as possible after the transition of the risk of damage to the goods according to Art. 7.8 of these GTC and Section 2121 of Act No. 89/2012 Coll., the Civil Code (hereinafter "CC"), and to notify the Seller by email of any defects found when exercising professional care of a prudent manager without undue delay after such an inspection, but no later than within 3 working days; obvious defects found or notified later will not be taken into account.

4.9 **The Seller is obliged to notify the Buyer** no later than 30 days from the receipt of a claim or from the inspection of the claimed delivery whether they recognize the defect in the goods or not. This period does not include the time required for an expert assessment of the defect by an irreplaceable provider of performance (especially an expert or the manufacturer). If the Seller recognizes the defect, they are obliged to remove it within 30 days from the notification of the recognition of the defect

4.10 The method of removing a defect in the goods is at the Seller's decision, primarily by free-of-charge repair or replacement of the defective part of the goods. The Buyer is entitled to have the repair carried out by a third party only on the basis of the Seller's written consent, which will also contain approval of the scope of the repair and the price for this repair.

## **5 Delivery Times**

5.1 Unless agreed otherwise in the Contract, the goods will be delivered to the Buyer in accordance with the accepted order or a part of such an order where agreement was reached, within the following periods:

**a)** goods that the Seller has in stock will usually be delivered no later than seven working days from the date of the Seller's acceptance of the order,

**b)** goods that the Seller does not have in stock will be procured by the Seller without undue delay. The Seller shall notify the Buyer of this fact without undue delay, stating the estimated delivery date. In the event that the Buyer does not raise written objections to the estimated delivery date communicated by the Seller within 3 working days after receiving the notification, it applies that they agree with such a delivery date.

5.1 The Seller fulfills the delivery within the agreed term if they hand over the goods to the Buyer or to the first carrier for the transport of the goods for the Buyer on the last day of the period. The Seller is entitled to deliver the goods even before the agreed term; however, they are obliged to inform the Buyer in advance within a reasonable period.

5.2 Depending on an additional agreement with the Buyer, the Seller may deliver the goods in parts, and the Buyer is obliged to accept such partial performance.

## **6 Purchase Price**

6.1 The purchase price of the goods is set by the Seller in the price offer.

6.2 Unless expressly stated otherwise or it clearly follows from the Contract or the order, the purchase price is stated without VAT. The decisive price is the price stated in the purchase agreement or in the order confirmation; if the order confirmation does not contain information on the purchase price, then the price stated in the confirmed order is decisive.

6.3 In addition to the purchase price, the price of the packaging used in accordance with Art. 10 of these GTC is stated separately on the invoice.

6.4 The Seller may provide the Buyer with a discount on the purchase price. The amount of the provided discount is stated in the purchase agreement or in the order confirmation or in the confirmed order. If the Buyer does not duly and timely pay all their monetary obligations arising from the given purchase agreement or order, they are obliged to pay the Seller the purchase price in full, i.e., including the amount corresponding to the provided discount from the purchase price.

## **7 Invoicing, Payment Terms, and Transfer of Ownership**

7.1 In the Framework Agreement, purchase agreement, or order, the Seller and the Buyer shall generally agree on one of the below-mentioned methods of payment of the purchase price, including the relevant VAT, or, as the case may be, the costs of transport and non-standard packaging of the goods:

**a)** payment in cash at the Seller's cash desk upon takeover of the goods at the Seller's registered office or premises, or to the Seller's hands upon takeover of the goods directly from the Seller at the agreed place of delivery,

**b)** payment by bank transfer to the Seller's account based on an invoice issued by the Seller, specifically within the maturity period of such invoice; if the maturity is not specified in the Contract or the order, it shall be 30 days,

**c)** payment by cash on delivery (COD) upon delivery of the goods to the billing or delivery address,

**d)** payment by direct debit established in favor of the Seller.

If the method of payment is not agreed upon between the parties, the Seller shall determine this method and indicate it on the invoice.

7.2 If the purchase price is paid by non-cash transfer to the Seller's account, the payment is considered made only when it is credited to the Seller's bank account. In the case of payment in cash or via a postal order, the date of receipt of the relevant amount by the Seller is considered the moment of payment of the purchase price.

7.3 An invoice generally contains the designation of the Seller and the Buyer, specification of the type and quantity of goods, date of issue of the invoice, amount of the purchase price, maturity date of the purchase price, amount of the transport price, or other items not included in the purchase price, the Seller's bank details, a variable symbol for payment, and the signature of a person authorized to act on behalf of the Seller.

7.4 **The Seller is entitled to request the Buyer to pay a deposit on the purchase price**, unless otherwise stated in the Framework Agreement, for which the Seller shall issue an advance invoice as a request for payment in advance. After the payment of the advance invoice, the Buyer's order is processed by the Seller without delay; however, the delivery time is extended by the period from the delivery of the advance invoice to the Buyer until the payment is credited to the Seller's account.

7.5 The Seller issues a corrective tax document only under the conditions listed below, except for cases described in Art. 10 of these GTC:

- a) in the case of a claim recognized by the Seller in writing, where, due to the Seller's impossibility of performance, it is not possible to ensure and provide the same or adequate replacement goods,
- b) if the delivered goods do not correspond to the order and the Seller recognizes this fact in writing.

7.6 Settlement of a corrective tax document is standardly performed by offsetting against as yet unpaid overdue invoices. The contracting parties have agreed that this payment may also be offset against an as yet not overdue monetary receivable of the Seller from the Buyer (an unpaid invoice before its maturity).

7.7 **The Buyer acquires the ownership right to the goods upon takeover of the goods and full payment of the purchase price.** Until then, the Buyer is not entitled to dispose of the goods in question as their own property.

7.8 **The risk of damage to the goods passes to the Buyer at the moment when:**

- they take over the goods from the Seller,
- the takeover is enabled to them by the Seller, if they are supposed to take it over,
- the Seller hands over these goods to the first carrier, if the goods are being delivered via a carrier.

## **8 Sanctions and Contract Cancellation**

8.1 In the event of the Buyer's default on payment of the purchase price or a part thereof, the Buyer is obliged to pay the Seller interest on late payment in the amount of 0.1% of the outstanding amount for each, even commenced, day of delay.

8.2 In the event that the Buyer is in default of payment of obligations to the Seller for more than 60 days, or if a motion to initiate insolvency proceedings is filed against the Buyer's assets, or if the Buyer is in liquidation, the Seller is entitled to withdraw from the Contract.

All receivables of the Seller from the Buyer shall become due as of the date of withdrawal from the Contract. In these cases, the Seller is entitled to demand the immediate return of goods that are still in its ownership, or, as the case may be, to take back these goods if they have not yet been processed. For this purpose, the Buyer is obliged to provide full cooperation. In the event that the Buyer is in default of an advance payment for more than 14 days, the Seller is entitled to withdraw from the Contract and demand compensation from the Buyer for the damage incurred.

8.3 **In the event of the Buyer's default on the payment of any obligation to the Seller, the Seller is also entitled to interrupt the delivery of further goods, even in the case of previously confirmed orders.**

During such an interruption, the Seller is not in default of fulfilling its obligations. The delivery period for all ordered but not yet delivered goods shall be extended by the period of the Buyer's default on payment of an obligation to the Seller.

8.4 In the event of the Buyer's default on taking over the goods, the Buyer is obliged to compensate the Seller for the damage incurred as a result.

If the Buyer does not take over the goods even within 30 days of the delivery date, despite the fact that it is enabled by the Seller, the Seller is entitled to demand storage costs in the amount of 0.05% of the price of the uncollected goods for each, even commenced, day of delay starting from the 31st day of default.

8.5 Either of the contracting parties is entitled to cancel the Contract or an order before providing even partial performance, provided that it is obliged to pay the other contracting party a cancellation fee (severance payment) in the amount of 50% of the agreed purchase price including VAT.

The effects of the cancellation of the Contract or the order occur upon the delivery of the written withdrawal and the crediting of the cancellation fee to the account of the other contracting party.

## **9 Return of Goods**

9.1 The Buyer is entitled to exchange or return faultless goods in their original packaging only based on an agreement with the Seller, whereas the Buyer is obliged to pay the transport costs associated therewith.

9.2 Opened packages, special products, and special color shades, as well as products that are not kept in the Seller's regular assortment, cannot be exchanged or returned.

## 10 Packaging

10.1 For the transport, handling, and storage of goods, the Seller uses such packaging that, while maintaining reasonable handling, prevents damage to the delivered goods. If the Buyer does not stipulate a special method of packaging in the Contract or order, the goods are packed in the usual manner, and the type of packaging is therefore usual for the given type of product, the given quantity, and the agreed method of transport.

10.2 **During transport, handling, and storage of the goods, it is necessary to protect all goods and shipping packaging against water, excessive humidity, and other atmospheric influences.**

10.3 The Seller buys back only those packages that were delivered with the goods supplied by them and for which they state their price.

10.4 The price of the bought-back packaging provided by the Seller is determined depending on the time period in which the Buyer provides them for repurchase, and its amount is stated in the Contract or, as the case may be, the annex thereto.

10.5 The period for the repurchase of packaging is a maximum of 11 months from the delivery of the goods with which the packaging was delivered. After this period has expired, the packaging can no longer be repurchased.

10.6 Packaging must be returned undamaged and clean; they must not be re-labeled. And the Buyer is obliged to always state the number or designation of the invoice on which the packaging was invoiced together with the goods.

10.7 The settlement of the repurchase price shall be performed by the Seller by issuing a corrective tax document. The maturity of the document will be identical to the regular maturity of invoices issued to the Buyer. The price will be settled either by direct financial payment or by offsetting of receivables.

## 11 Special Provisions for Consumer-Buyers

11.1 The Seller provides the Buyer-consumer with a **quality guarantee for the goods** for a period of 24 months. The warranty period begins to run on the day of handover and takeover of the goods. A different warranty period may be indicated for specific goods; such an indication takes precedence over this provision of the GTC. The warranty expires in the event of:

- damage to the goods by fire, natural influences, and other objectively unpredictable events,
- use of the goods in a manner for which they are not intended,
- performance of any modification or change to the goods that may affect functionality.

11.2 In the Seller's online store [eshop.labara.cz](http://eshop.labara.cz), **information on the possibility of withdrawal** from the contract when concluding a contract remotely or outside the Seller's premises and a model withdrawal form are available to the Buyer-consumer. The period for withdrawal from the contract in this case is 14 days from the takeover of the goods by law. If the consumer was harmed by an unfair commercial practice of the Seller, they have the right to withdraw from the contract within 90 days from the date of conclusion of the contract, or they have the right to a reasonable reduction in the price of the goods, to an extent corresponding to the nature and severity of the unfair commercial practice. The Seller may offset the damage incurred to the goods against the purchase price to be returned to the Buyer-consumer. The Seller is entitled to withdraw from the purchase agreement due to out-of-stock, unavailability, or interruption of deliveries of goods; the Seller shall inform the Buyer-consumer of the withdrawal without undue delay.

11.3 If, for a reason on the part of the Buyer-consumer, it is necessary to **deliver the goods** repeatedly or in a manner other than agreed, the Buyer-consumer is obliged to pay the costs associated with such delivery. In the event that the Buyer-consumer does not take over the goods without reason, the Seller is entitled to reimbursement of costs associated with the delivery of the goods and their storage, as well as other costs incurred by them due to the failure to take over the goods. This shall apply analogously even in the case of failure to collect the goods during personal pickup. Furthermore, in such cases, the Seller has the right to withdraw from the purchase agreement.

11.4 If a dispute arises between the Seller and the Buyer-consumer from a purchase agreement or an order that cannot be resolved by mutual agreement, the Buyer-consumer may submit a proposal for out-of-court settlement of a consumer dispute to the designated entity for out-of-court settlement of consumer disputes, which is the Czech Trade Inspection Authority, Central Inspectorate - ADR Department, Štěpánská 44, 110 00 Prague 1, e-mail: [adr@coi.cz](mailto:adr@coi.cz), web: [adr.coi.cz](http://adr.coi.cz). The consumer can also use the online dispute resolution platform, which is established by the European Commission at <http://ec.europa.eu/consumers/odr/>.

## **12 Final Provisions**

12.1 In the interest of improving the quality of services provided by the Seller, following the development of the legal environment, and with regard to the Seller's business policy, the Seller is entitled to unilaterally make changes to these GTC. The Seller shall draw the attention of the contracting partners to this change within the web presentation [www.labara.cz](http://www.labara.cz) and by an email message always in advance, with an announcement of the date the change takes effect. If the contracting partner does not communicate their disagreement with the wording of the amended GTC in writing to the Seller no later than 10 days before the effective date of the change, such a change is considered agreed by the other contracting party and is effective towards the other contracting party as of the effective date of the GTC change.

12.2 In the event that any provision of these GTC or any provision of the Contracts of which these GTC are a part is found to be invalid or unenforceable, it shall not affect the validity or enforceability of the remaining provisions.

12.3 Unless stated otherwise in the Contract, in the case of non-delivery of a document or refusal to accept a document, the document is considered delivered on the 3rd day from sending, specifically when delivering through a postal license holder, a courier, and in person. When delivering by electronic mail, the message is considered delivered by its sending to the recipient's email address. Documents are sent to the addresses stated in the Contract or in the order.

12.4 These GTC shall be used preferentially over the contractual terms of contracting partners (Buyers)

12.5 The contracting parties, in accordance with Section 564 of the CC, hereby exclude the possibility of changing the content of a legal act by an expression of will in a form other than in writing, if the Contract or order was concluded in writing.

12.6 The contracting parties who are entrepreneurs, in accordance with Section 558 (2) of the CC, hereby exclude the precedence of commercial customs maintained generally or in a given industry over the provisions of the law that do not have mandatory effects

12.7 A contracting party that acts dishonestly and terminates negotiations on the conclusion of a contract without having a fair reason in a situation where the conclusion of the contract appears highly probable is, in accordance with Section 1729 (2) of the CC, obliged to compensate the other party for the damage corresponding to the loss from an uncompleted contract in similar cases

12.8 The contracting parties have agreed that property disputes from this contract that could not be resolved by mutual negotiation shall be submitted for decision to the District Court in Třebíč

12.9 These GTC become effective on November 1, 2023.