

Introductory provisions

With these Commercial conditions are run commitment relations between Wotan Forest, a.s. (further only Seller) and customers of his products (further only Buyer), if they have not been treated otherwise in Purchase contract. Verbal or written settlements, concluded before signing of Purchase contract by both partners are invalid, unless included in Purchase contract or unless in conformity with these "Commercial conditions Wotan Forest, a.s., Division of flat material ALFA. Relations not treated with Purchase contract and these Commercial conditions are run by Civil code and other valid laws of the Czech Republic.

1. Giving rise to Purchase contract

- 1.1. To Purchase contract confirmation occurs, that Seller to the Buyer confirms received order. The deadline for order confirmation is the end of the fifth working day. Orders are sent by registered mail, electronically, by fax and confirmed in the same way. If the order is not by the Seller of this date confirmed, the Purchase contract does not occur.
- 1.2. Purchase contract is concluded if Seller and Buyer agree in full extent with the contract.
- 1.3. If Seller and Buyer agree to change or cancel the contract, this must be done in writing.

2. Terms of delivery

- 2.1. The products are delivered in qualities according to technical standards, stated in Purchase contract. At request of Buyer the products are provided with expert advice service and with directions of product use.
- 2.2. Because of production and transport reasons the deviation from contractual quantity can reach 10%.
- 2.3. The products will be marked according to Seller's habits.
- 2.4. Accompanying document is delivery note unless stated in Purchase contract otherwise.
- 2.5. If the Seller is hampered when fulfilling the delivery or its part in agreed term by serious obstacle and when he fulfils the delivery within 14 calendar days after its elapse, this delivery term is regarded as fulfilled.
- 2.6. Unless otherwise agreed the transport secures Buyer on his own charge. In case, that the transport secures Seller he is obliged according to his possibilities take account to justified requirements of Buyer regarding special way of transport. Seller is obliged to comply with Buyer's requirement to change the transporting disposition in case the change can be technically carried out. In both cases is the Seller entitled to let paid increased costs, arising from this measure.

3. Fixing of purchase price

- 3.1. Purchase price is charged according to Seller's price list, valid at day of expedition. Buyer is obliged to pay to Seller the purchase price fixed in this way. To the purchase price are charged costs associated with delivery of goods, respectively the transport costs. The Buyer binds himself to pay to Seller all costs arising from the delivery of goods simultaneously with the purchase price.
- 3.2. Purchase price does not include the value added tax (VAT), which will be charged according to valid legal provisions.
- 3.3. Purchase price is fixed for delivery parity FCA ALFA Solnice Kvasinská č.p.297 according to INCOTERMS 2010.

4. Terms of payment

- 4.1. Buyer will pay the purchase price based on Seller's issued invoice in term agreed in Purchase contract or in cash when taking over the goods
- 4.2. Payment period is considered in calendar days and begins on an invoice issue date – in case of a delay in payments a buyer is obliged to pay an interest on late payment of 0,05% from outstanding amount for each day of a delay.
- 4.3. In case of a discount for early payment was agreed in writing subjected payment must be received on to our account on the last day of a contractual period latest. In case the Buyer will not send the payment within this agreed period, he is obviously not allowed to apply this discount and is obligated to refund deducted skonto upon request.
- 4.4. The invoice is regarded as paid if the debt amount is registered on Seller's account to his free disposal or paid in cash at the Seller's counter.
- 4.5. If Buyer has against Seller any liabilities after payment date, the Seller is entitled with immediate effect to stop another deliveries until the time of remedy arrangement from Buyer's side. Non-fulfilment of deliveries according to preceding sentence is no violation of contract and Seller bears no responsibility for possible damages arising thereof.
- 4.6. Buyer acquire the right of property to goods by paying of total purchase price and another associated costs.

4.7. Seller declares that he is aware of its obligation to pay VAT correctly from the prices of goods to the tax administration and the VAT must be on time and in the correct amount. Seller declares that he is in good shape economically, and is not the person against whom it would be guided by execution or insolvency proceedings, not involved in any dispute in which failure could lead to an obligation, whose achievement would have been impossible or economically destabilize the Seller.

Seller is not a person at risk of entering the bankruptcy proceedings and duly and on time performs all its debts. The Contractor is not the person subject to the proceedings of its registration as unreliable taxpayers and not declared an unreliable taxpayer.

4.8. Buyer is entitled if Seller appears to him as s unreliable VAT payer, the meaning of Section 109 of the VAT, act and take preventive measures in the form of payments for goods distribution of part of the price and part of the VAT. VAT then divert the Buyer directly to the tax administrator.

5. Defects of goods

- 5.1. If Buyer, when taking over the goods from forwarder, finds out, that the goods is defective, he is obliged to write down with forwarder a record about defects.
- 5.2. Already obviously defects when taking goods over from forwarder, is Buyer obliged to let know Seller in writing within 15 calendar days at the latest after taking over the goods. If he does not do this, this behaviour is regarded as breaking the duties for timely announcement of defects on goods. Obviously defects are:
 - Obviously another delivery of the goods
 - Obviously another delivery quantity of goods
 - Obviously another delivery of quality goods
- 5.3. Hidden defects, the Buyer shall notify the Seller without any undue delay in the agreed time, but not later than in accordance with Act no. 89/2012 Coll., as amended. Report defects must be filed by the buyer without undue delay in writing and must set out the defects are or how they are shown.
- 5.4. Seller shall within 30 days from receipt of the complaint, to decide on the outcome of the complaint.
- 5.5. Until settlement of the claim will be defective goods stored separately to avoid confusion with other goods.
- 5.6. Buyer is obliged to pay to Seller the full purchase price on time also in case, if he exercise against Seller damages on goods and this also in case, if the damages has not been removed yet. Possible reduction from purchase price will be carried out in form of credit note after completing of claim procedure.

6. Retreat from contract

- 6.1. Seller is entitled to retreat from Purchase contract:
 - a) if circumstances occur, which exclude responsibility. By these circumstances such events are understood, which are independent on will of Seller and which can not be staved off i.e. especially war, uprising, strike, events of Force Majeure,
 - b) if Buyer does not fulfil some of his commitments, which are stated in the Purchase contract or in these Commercial conditions, especially, if he does not pay on time the purchase price or if does not take over the goods at agreed time, or if the value of secured outstanding receivables held by Seller for Buyer or its exacting.
- 6.2. In case stated in preceding paragraph, letter b) Seller can sell the goods to third person, in this case Seller lay claim to damages indemnity, which arose him from non-fulfilment of Buyers side.

7. Another provisions

- 7.1. Buyer is not entitled without preceding written consent of Seller to carry over to third persons the rights and duties, arising for him from concluded contracts between Buyer and Seller.
- 7.2. Buyer is obliged to be taciturn about facts, which arise from concluded Purchase contract with Seller and to not give the acquired information having to do something with to third persons. In case of violation of these commitment Buyer is obliged, challenged by Seller, to indemnify him and compensate the lost profit.
- 7.3. As the legal relation between Buyer and Seller regards, the Czech legal law is valid.
- 7.4. Parties agree that disputes arising from this contract and in connection therewith will be solved of locally competent Czech courts under Czech law

These Commercial conditions become effective on January 1st, 2018