

# GENERAL BUSINESS TERMS AND CONDITIONS

## 1. INTRODUCTORY PROVISIONS

- 1.1. These General Business Terms and Conditions (hereinafter the “**Business Terms and Conditions**”) govern mutual rights and obligations arising from or in connection with purchase contracts concluded by and between the business company RPG Recycling, s. r.o., ID No.: 292 35 171, with the registered office at Vazová 2143, Uherský Brod, Postal Code 688 01, Czech Republic, a company registered in the Commercial Registry at the Regional Court in Brno, Section C, File 67487 (hereinafter “**RPG Recycling**”) as a seller, and third persons as buyers (hereinafter the “**Buyer**”).
- 1.2. Third persons pursuant to the previous point of these Business Terms and Conditions mean solely natural and legal persons according to the definition of an entrepreneur pursuant to Section 420 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended. This means that these Business Terms and Conditions are applicable solely on legal relationships between RPG Recycling and entrepreneurs.
- 1.3. Different provisions in a contract take precedence over these Business Terms and Conditions, these Business Terms and Conditions take precedence over provisions of the law which are not of a coercive nature.

## 2. CONCLUSION OF A CONTRACT

- 2.1. A contract shall be established on the basis of an order placed by the Buyer in writing to the address of the registered office of RPG Recycling or by email to the contact addresses of RPG Recycling listed on the website of RPG Recycling at [www.rpgrecycling.cz](http://www.rpgrecycling.cz), and by a written confirmation of the order by RPG Recycling (written confirmation is also considered to be confirmation made via electronic mail). The Buyer shall include in the order (i) identification of their person, (ii) the type of goods requested, (iii) the quantity of goods requested, (iv) the requested delivery date and (v) the packaging requirements.
- 2.2. Any changes made by RPG Recycling in Buyer’s order do not establish a contract, they are considered to be a proposal to conclude a contract submitted by RPG Recycling to the Buyer and the contract is established upon Buyer’s confirmation of the changes made in the original order.
- 2.3. Until the Buyer receives a confirmation of their order from RPG Recycling, they are entitled to withdraw (cancel) their order. This can be also done by phone and then subsequently confirmed in a written form without undue delay.
- 2.4. All offers made by RPG Recycling, are valid for thirty (30) days from the day when they were made.

## 3. PAYMENT TERMS

- 3.1. The price of the goods is paid against a tax document - invoice issued by RPG Recycling, the invoice is issued after delivery of the goods, whereas the delivery for the purposes of this provision of the Business Terms and Conditions means the moment of receipt of the goods by the Buyer or Buyer's carrier. The time limit for the issue of an invoice by RPG Recycling shall be fifteen (15) calendar days from the date of delivery of the goods.
- 3.2. All tax documents issued by the company RPG Recycling contain all prerequisites of tax documents in compliance with the applicable laws.

- 3.3. The prices of the goods stated in the specific partial contract or order confirmation do not include the rate of VAT or other taxes or duties, these will be added to the price of the goods in compliance with the applicable laws. The price of the goods includes the cost of standard packaging of the goods. If the Buyer requires packaging other than standard packaging, the cost of that packaging will be added to the total purchase price of the goods.
- 3.4. RPG Recycling is a payer of the value added tax.
- 3.5. Individual invoices are always due within fourteen (14) calendar days from the day of their issuance.

#### **4. DELIVERY TERMS**

- 4.1. The date of delivery of the goods mentioned in the order confirmation from RPG Recycling for the Buyer is considered binding.
- 4.2. Due to the circumstances beyond the sphere of influence of RPG Recycling arising independently of the will of RPG Recycling (so-called force majeure), RPG Recycling may delay the shipment of goods to the Buyer until such force majeure has passed. In such a case, there shall be no delay on the part of RPG Recycling for the delivery of the goods and the Buyer shall not be entitled to claim damages or to withdraw from the concluded contract. RPG Recycling is obliged to inform the Buyer of all such cases to the best of its ability in a reasonable manner.
- 4.3. If the Buyer requests a postponement of the shipment of the goods or if the shipment of the goods is postponed for reasons on Buyer's side compared to the date of shipment of the goods according to the concluded contract, RPG Recycling is entitled to charge a storage fee in the amount of 0.2% of the total purchase price of the goods starting from the thirty-first (31<sup>st</sup>) day from the agreed date of shipment of the goods, up to a total of 20% of the total purchase price of the goods.
- 4.4. If the Buyer is in default with the takeover of the goods, RPG Recycling shall send a written request to take the given goods over to the Buyer. If the Buyer fails to take the goods over even within thirty (30) days from the date of delivery of such written notice, (i) the Buyer shall pay to RPG Recycling a contractual penalty in the amount of 15% of the purchase price and (ii) after a further fifteen (15) days, RPG Recycling shall be entitled to dispose of the goods at its sole discretion, including their further resale.
- 4.5. Partial deliveries are permitted, unless it is expressly agreed otherwise.
- 4.6. Unless it is expressly agreed otherwise, the EXW delivery condition (Uherský Brod, Vazová 2143, Czech Republic) INCOTERMS 2020 shall be applied. In this case, the Buyer bears the risk of damage to the transported goods; if the Buyer uses a third party (carrier) to transport the goods, the Buyer is obliged to give such carrier appropriate instructions for the transport of the goods, including securing them for the duration of the transport.

#### **5. RESERVATION OF TITLE, RISK OF DAMAGE TO THE PROPERTY**

- 5.1. The ownership right to the goods is transferred to the Buyer upon the full payment of the purchase price of the given goods. If payment for the goods is made by wire transfer, the date of payment of the price of the goods shall be deemed to be the date on which the relevant amount of the purchase price is credited to the bank account of RPG Recycling.
- 5.2. The risk of damage to the property is transferred to the Buyer upon the takeover of the goods by the Buyer; if RPG Recycling is obliged to give the goods to Buyer's carrier at the defined place, the risk of damage to the property is transferred to the Buyer upon the handover of these goods to the relevant carrier of the Buyer. For the purposes of this provision of the Business Terms and Conditions, the

carrier means the first carrier for transporting the goods to their destination (for cases where the Buyer uses more than one carrier to transport the goods to their destination).

- 5.3. If the Buyer fails to take the goods over in compliance with the concluded contract on time, the risk of damage to the property is transferred to the Buyer on the moment when RPG Recycling allowed the Buyer to dispose of the goods that the Buyer did not take over in violation of the concluded contract.
- 5.4. If there is any damage to the goods which occurred after the transfer of the risk of damage to the property (it means the goods) to the Buyer, the Buyer remains obliged to pay the purchase price of the goods to RPG Recycling.

## **6. LIABILITY FOR DEFECTS, WARRANTY**

- 6.1. RPG Recycling provides a warranty for the quality of the goods for a period of twenty-four (24) months, with the warranty period commencing on the first day following the day on which the given goods are delivered to the Buyer. The quality warranty guarantees that the delivered goods will be fit for the agreed or otherwise usual purpose of use or retain the agreed or otherwise usual characteristics for the duration of the warranty period.
- 6.2. A tax document – invoice issued by RPG Recycling is also a warranty sheet of the delivered goods.
- 6.3. RPG Recycling is responsible for the conformity of the delivered goods with the specifications stated in the technical data sheets of the goods.
- 6.4. The Buyer shall keep and follow all instructions of RPG Recycling regarding the handling and storage. The instructions and technical specifications of the goods are set in the contract between RPG Recycling and the Buyer and/or technical data sheets and/or instructions demonstrably communicated by RPG Recycling to the Buyer.
- 6.5. The Buyer acknowledges that even if the storage conditions are complied with, it cannot be guaranteed for all types of goods (in particular for sports ground gritting mixtures) that their consistency will not change if they are stored for longer periods in the supplied packaging. RPG Recycling also undertakes to draw Buyer's attention to this fact. Such a change in consistency shall not be considered a defect.
- 6.6. The warranty is not applicable on:
  - 6.6.1.1. defects of the goods arising from faulty handling, storage, stowage, laying, assembly and use of the goods;
  - 6.6.1.2. defects of the goods arising from assembly, storage, stowage, installation and use of the goods in contravention of instructions of RPG Recycling for installation and use of the goods and/or the technical data sheets for the goods;
  - 6.6.1.3. defects of the goods as a result of laying goods on incorrectly prepared sub-base or unsuitable subgrade;
  - 6.6.1.4. defects of surface wear and tear of the goods resulting from normal use of the goods and ageing of the material and/or due to exposure to unsuitable climatic conditions;
  - 6.6.1.5. defects of the goods based on discolouration of the goods due to ultraviolet radiation and climatic or weather conditions;
  - 6.6.1.6. defects of the goods caused by use of unsuitable chemical cleaning agents;
  - 6.6.1.7. defects of the goods originating from their mechanical damaging by the Buyer or third persons;
  - 6.6.1.8. defects of the goods originating from unprofessional or incorrectly carried out repairs to the goods, if these repairs were not carried out directly by RPG Recycling;

- 6.6.1.9. defects of the caused by excessive loading of the area or by biological factors (mould, fungi, etc.).
- 6.7. RPG Recycling expressly declares that changes of colouring of the goods or mechanical damaged caused by normal use or ageing of the material cannot be considered defects of the goods as such, whereas these facts do not affect the functional characteristics of the goods and their further use.
- 6.8. If the goods delivered by RPG Recycling do not conform in quantity, quality, workmanship or packaging to the terms of the contract, the goods are defective. The Buyer shall be obliged to submit any apparent defects of the goods to RPG Recycling without undue delay, but no later than within seven (7) calendar days from the date of receipt of the goods by the Buyer or delivery of the goods to the Buyer by its carrier in the form of a written complaint. The Buyer is obliged to inspect the goods at the time of delivery, which must correspond in its nature, extent and effort to the nature of the delivered goods. Defects detectable during such inspection shall always be deemed to be apparent defects. The Buyer is obliged to provide sufficient proof of the claimed defects, in particular by taking and delivering digital photographs of the claimed goods. If Buyer's complaint consists of alleged defects in the material of the goods, the Buyer shall deliver a sample of the allegedly defective goods to RPG Recycling. The Buyer is obliged to take a test sample from the delivered goods (original packaging), test samples from already used goods will not be considered conclusive due to the impossibility of excluding contamination of the goods with other substances. If RPG Recycling provides the Buyer with specific instructions regarding the acquisition of the sample (including how to acquire the sample, the quantity of the sample, etc.), the Buyer is obliged to follow these instructions from RPG Recycling in order to settle Buyer's claim. The Buyer is obliged to deliver the samples to RPG Recycling at their own expense own expense (if the claim is accepted, RPG Recycling undertakes to reimburse the Buyer for the costs of transporting the sample). If RPG Recycling requests a personal inspection of the claimed goods, the Buyer shall be obliged to allow such inspection. RPG Recycling is obliged to have the test sample taken by the Buyer from the delivered goods tested in a certified laboratory; the subject of the testing may be all parameters of the goods declared by RPG Recycling (in particular bulk weight, granulometry, purity of material, content of other substances, etc.); the Buyer will be informed of the test results without undue delay after receiving them.
- 6.9. The Buyer is obliged to store the claimed goods separately from other goods and do not dispose with the goods in a way which could hinder or prevent the inspection of the claimed defects by RPG Recycling. RPG Recycling undertakes to process the claim within thirty (30) days from the date of receipt of Buyer's written complaint. In the event of acceptance of the claim by RPG Recycling, the Buyer is obliged to return the goods so claimed in their original packaging, partial claims for individual packages of goods are not permitted.

## **7. WITHDRAWAL FROM A CONTRACT**

- 7.1. RPG Recycling or the Buyer are entitled to withdraw from a contract, except for other cases defined by these Business Terms and Conditions, if the other party commits a material breach of its obligations under the concluded contract. Such a material breach of contractual obligations shall be deemed to be in particular:
- 7.1.1. Buyer's default with payment of the purchase price or its part according to the concluded contract for more than thirty (30) consecutive calendar days;

- 7.1.2. default of RPG Recycling with the delivery of the goods for more than thirty (30) consecutive calendar days;
- 7.1.3. Buyer's default with the takeover of the goods for more than thirty (30) consecutive calendar days;
- 7.2. The given contracting party is also entitled to withdraw from a concluded contract if (i) the other contracting party submits an insolvency petition as a debtor pursuant to Section 89 of Act No. 182/2006 Coll., on insolvency and methods of its resolution, as amended (hereinafter the "**Insolvency Act**"), (ii) the insolvency court does not decide on the insolvency petition filed against the other contracting party by a third party within three (3) months from the date of commencement of the relevant insolvency proceedings, (iii) the insolvency court decides on the filed insolvency petition by declaring the other contracting party bankrupt, (iv) the insolvency court dismisses the insolvency petition for lack of assets of the other contracting party, or (v) a decision is made leading to the dissolution of the other contracting party (whether with or without liquidation); the dissolution of the other contracting party does not apply to cases of corporate conversions.
- 7.3. If an additional period of time has been granted by one contracting party to the other contracting party for the performance of any of the contractual obligations in respect of which the respective contracting party is in default, there shall be no withdrawal from the contract, even if the entitled contracting party informs the obliged contracting party that it will no longer extend the additional period of the granted time.
- 7.4. Any withdrawal from a contract must be in the written form and it is effective upon the notification of such withdrawal to the other contracting party. The exchange of electronic messages shall not be considered to be the written form for the purposes of this provision. If there is any doubt between the contracting parties as to the date of delivery of the notice of withdrawal, the date of delivery shall be deemed to be the third calendar day following the day on which the notice of withdrawal is demonstrably sent to the other contracting party.
- 7.5. If there is any withdrawal either by RPG Recycling or the Buyer, all obligations of RPG Recycling arising from any concluded clauses on exclusivity or exclusive sale shall cease to be valid and effective in relation to the Buyer in question.

## 8. FINAL PROVISIONS

- 8.1. The legal relationships arising from all contract concluded by and between RPG Recycling and the Buyer on which these Business Terms and Conditions are applicable shall be governed by the laws of the Czech Republic.
- 8.2. RPG Recycling declares that it fulfils all obligations arising from Act No. 477/2001 Coll., on packaging, as amended.
- 8.3. These Business Terms and Conditions come into force on 1<sup>st</sup> October 2021.