

## **Delivery and Payment Terms and Conditions of FOL-Obal, s r.o., Doksy**

### **Article I**

#### **Scope of Validity**

1. These Delivery and Payment Terms and Conditions (hereafter only the DPP) are an integral part of a purchase contract concluded between the Seller and Purchaser pursuant to the provision of Section 409 et seq. of the Commercial Code.
1. Any deviations from the DPP are only valid if they are agreed expressly in the purchase contract.

### **Article II**

#### **Creation of a Contract**

1. A proposal to conclude a contract, presented by the Purchaser (verbally, in writing, telegraphically, via fax), shall be confirmed by the Seller within the time period specified in the proposal. If the Purchaser does not specify the time period expressly, the contract shall be confirmed within a time period adequate to circumstances. The Seller shall confirm the proposal by filling in the front part of the purchase contract.
2. Any modifications in the proposal presented by the Purchaser do not constitute creation of the purchase contract. In this case, it is considered a proposal of a purchase contract presented by the Seller to the Purchaser and this contract shall only be created after delivery of an affirmative expression by the Purchaser.
3. In case that both parties are interested to conclude the purchase contract but cannot agree on all articles of the contract, a possible solution is to have the wording of the contract determined by a third person or judge.

### **Article III**

#### **Forms and Elements of a Contract**

1. The purchase contract is always in the written form.
2. The contract is created in the manner described above in Article II, if at least the subject-matter of delivery is agreed upon.
3. If no time frame of the performance is agreed upon, the Seller is entitled to perform anytime.
4. If neither price nor the method of its determination is agreed upon, the Seller is entitled to charge and the Purchaser is obligated to pay the price for which the delivered or similar items were sold at the time when the contract was concluded.

### **Article IV**

#### **Delivery Terms and Conditions**

1. If the contract does not stipulate otherwise, the right to charge the purchase price shall be created on the day when the Purchaser was allowed demonstrably to dispose of the contracted items.
2. If a carrier-assisted delivery is agreed upon, the delivery must be clearly marked as a consignment for the Purchaser.
3. The Seller is obligated to hand over to the Purchaser documents in a time and manner allowing the take-over of the contracted items.
4. If not stipulated otherwise, the price of the items includes packaging material (stretch foil, cardboard, paper etc.). Returnable packagings shall be charged to the Purchasers together with the delivery as a separate item. If these are returned undamaged to the Seller's warehouses within one year after the items have been dispatched, the Seller shall be obligated to accept all packagings and pay the money back to the Purchaser. The Purchaser is obligated to specify in documents the number of the delivery sheet linked with the delivery of these returnable packagings.
5. If the Purchaser himself handles the transport of the items, the Seller shall store them for 10 days after the day when he invited the Purchaser to take them over. After this time period expires, the Seller shall send the delivery via a carrier at the Purchaser's expenses.
6. A fee in the amount of 1 EUR/day/pallet spot will be charged automatically for the products or goods not taken within 30 days after the agreed term. The products or goods ordered on a call-off order must be taken within 6 months after the date of the first agreed call-off order, otherwise a fee in the amount of 1 EUR/day/pallet place will be charged automatically and no attention will be paid to possible complaints.

### **Article V**

#### **Liability for Faults**

1. The Purchaser is obligated to inform the Seller on any possible faults of the delivery in writing till 6 months.
2. The Purchaser is acquainted with the instructions for storing PE foils and products. These instructions are available on [www.folobal.cz](http://www.folobal.cz).
3. Based on the specifications of the ordered product, the Purchaser shall be informed, individually and upon request, on respective acceptable production allowances.

### **Article VI**

#### **Payment Terms and Conditions**

1. The Seller is entitled to charge the purchase price on the day when items were handed over to the Purchaser or to the carrier for transportation, at the Purchaser's place of operation, if not agreed otherwise.
2. The Purchaser is obligated to pay the purchase price to the Seller's account within the time period of 14 calendar days after the items or a document for the payment of the purchase price (usually an invoice) are sent, if not agreed otherwise.
3. If the Purchaser is in delay with the payment, he shall be obligated to pay to the Seller a delay interest amounting to 0.05% of the purchase price for each day of the delay.
4. If the Purchaser has any obligations towards the Seller, the purchase contract shall not be accepted.

### **Article VII**

#### **Charging packaging**

1. Products manufactured in the company FOL-Obal Ltd are not considered to be packaging and the selling price of manufactured products does not include fees for packaging. Responsibility for charging packaging in compliance with the legislation is taken over by each customer purchasing a product