

GENERAL BUSINESS TERMS AND CONDITIONS

GENERAL PROVISIONS

These General Business Terms and Conditions apply to relations based on obligations arising from deliveries of the products of Dormer Pramet s.r.o., Uničovská 2, Šumperk, ID No.: 25782983, entered in the Commercial Register maintained by the Regional Court in Ostrava, Section C, Entry No. 21406, hereinafter referred to as "Seller". These General Business Terms and Conditions may be amended only in writing. The rights and obligations between the Parties are governed by the business terms and conditions effective on the date of the offer to enter into a purchase contract (purchase order, offer). The business terms and conditions are available on the Seller's website and are to be read by each Buyer thereon.

Any provisions of the purchase contract deviating here from prevail over these General Business Terms and Conditions. These General Business Terms and Conditions prevail over any business terms and conditions of the Buyer or any third party even if specifically referred to by the Buyer in any contract documentation of the Buyer or otherwise during the purchase contract negotiations. If any provision of these General Business Terms and Conditions becomes or proves to be invalid, unlawful or unenforceable, the validity and enforceability of the remaining provisions hereof remains unaffected.

PURCHASE ORDER - ACCEPTANCE

Purchase Order

Purchase contract is made upon a Buyer's purchase order delivered to Seller in writing, by fax or e-mail. Any purchase order must specify, at least, the type and quantity of the products (according to a catalogue) and the place of delivery.

After the purchase order is delivered, Seller will inform the Buyer of whether the products are available in the required quantity and time or of the date when the products can be delivered.

Purchase Order Acceptance

The acceptance of the purchase order will be confirmed by

Seller in writing by delivering a purchase order confirmation, only upon agreement between the Buyer and the Seller, usually in the form of a draft purchase contract delivered by e-mail specifying the products, price, anticipated delivery date, payment terms and contract number.

ENTERING INTO THE CONTRACT

For standard assortment, delivery of the order confirmation to the customer is considered to be the conclusion of the purchase contract. In the case of ordering a special assortment, manufactured according to the customer's request, the Seller sends a draft purchase contract.

The Buyer must review the draft purchase contract and deliver their consent to Seller by signing the contract and delivering it back to Seller no later than 5 days after it was delivered to the Buyer. Upon delivery of the signed confirmation, that is, the purchase contract, to Seller, the purchase contract becomes binding upon both Parties. The purchase contract may be amended or cancelled only in writing upon agreement between the Parties. If the Buyer does not demonstrate disagreement with the information in the draft purchase contract within 5 business days after Seller sent the draft purchase contract to the Buyer, the draft purchase contract will be considered approved by the Buyer.

The purchase contract will be entered into upon delivery of the purchase contract, signed by the Buyer to Seller or at the time of application of the presumption arising from the preceding sentence.

DELIVERY, DELIVERY CONDITIONS, PASSAGE OF RISK

The Seller must deliver said products as are listed in the purchase contract.

In case of specially manufactured products, the Seller reserves the right to deliver the products to the Buyer in a quantity lower or higher by no more than 5% (inserts) or 10% (tools) than the quantity specified in the purchase order/purchase contract.

Upon such delivery, the purchase contract is considered performed. The Buyer must accept said delivery and pay the purchase price reflecting the quantity delivered.

In case of cancellation of the purchase order, the Seller must reimburse the Buyer for any expenses invoiced to the Buyer as may have been incurred by the Seller.

The place of delivery is the registered office of the Buyer. Unless agreed otherwise in writing, the Seller must deliver the products to the place specified in the purchase contract. The Seller may deliver the products also in partial deliveries. The risk of damage to the products is governed by the confirmed delivery terms under Incoterms 2020, or the risk will pass upon handover of the products to the Buyer.

PURCHASE PRICE PAYMENT

The amount or due date of the purchase price and the banking details are specified in the purchase contract and the invoice. The purchase price in purchase contract is without VAT. In case of any discrepancies between the information in the purchase contract and the invoice, the information in the invoice prevails. The amount to be paid by the Buyer according to the purchase contract must not be withheld by the Buyer for any reason whatsoever or set off against the claims which the Buyer may have held against the Seller without the Seller's written consent. This applies also to situations where the Buyer incurs a right arising from a product defect.

The purchase price will be considered paid when the relevant amount is credited to the Seller's bank account in full. In case of default in paying the amount in a due term, the Seller may require, from the Buyer, payment of late payment interest of 0.05% of the outstanding amount per each day in delay. The provisions of S. 1805 (2) of the Civil Code do not apply.

In case of a delay in the payment of any invoiced amount, the

Seller may withhold any deliveries not yet made or withdraw from any contracts previously entered into.

OWNERSHIP RIGHT ACQUISITION

The right of ownership of the products to be delivered under the purchase contract is transferred to the Buyer upon the handover of the products by the Seller, but no earlier than the purchase price is paid by the Buyer to the Seller in full.

PACKAGING

The products will be delivered in adequate packaging. Liability for the packaging, adequate to the agreed means of transportation, will be borne by the Seller.

The packaging material is not returnable for credit and the Customer will handle it in accordance with all regulations (whether legal or otherwise related to environmental protection).

DEFECTS, COMPLAINTS

The Purchaser must inspect the products with sufficient care, as soon as practicable after the passage of risk of damage. Any defects which may be detected through said inspection made with due professional care must be notified to the Seller no later than 5 days after the products were delivered. Otherwise, the rights arising from such defects will expire.

The rights of the Buyer arising from hidden defects must be notified to the Seller in writing, in due time and without undue delay after said defects may have been detected by the Buyer. The provision of S. 2108 of the Civil Code does not apply.

The Buyer has no rights arising from defects if said defects were caused by wear and tear, external events, third parties, through no fault of the Seller, particularly by unprofessional alteration, unprofessional manipulation, use for purposes other than those for which the products are intended, mechanical damage during manipulation, inadequate use, forcible action, modification, inadequate storage, etc.

In case that the complaint is acknowledged, the Buyer has the right to the rectification of the claimed defect by repair or new product delivery upon decision of the Buyer, without payment and without undue delay no later than two months after the claimed product was delivered to the address of the Seller.

The claimed product must be returned in the original packaging, with the specification of the conditions under which the product was used.

If the Seller fails to deliver the products to the Buyer in the quantity, quality and design pursuant to the contract, such failure constitutes immaterial breach of contract, the claims arising from the product defect to be resolved under S. 2107 of the Civil Code.

LIABILITY DISCLAIMER

The Seller's liability to the Buyer arising from defects of any delivered products is restricted to the obligations under the paragraph entitled "Defects, Complaints". The Seller is not held liable for any indirect, additional or consequential damage or loss of profit which may be incurred by the Buyer in connection with the products, for instance by improper use thereof. Compensation of damage, if any, by the Seller in case of any breach of contract is limited to 100% of the price for the products delivered under the contract in relation to which said breach occurred.

TECHNICAL CHANGES

The Seller reserves the right to change the technical parameters, particularly in the design, size, etc. This means that the Seller has the right to deliver the products to the Buyer in the quality agreed or higher than agreed, in regard to the technical progress achieved by the Seller. Therefore, any pictures, drawings, technical data and information of any type whatsoever which are incorporated in the Seller's documentation must be considered illustrative.

OTHER TERMS AND CONDITIONS

Any amendments to the purchase contract, including to this provision, must be made in writing and signed by both Parties. The agreed delivery period will be extended by up to 3 additional months from the date of demonstrable payment of any prior deliveries, which were not paid in the due term.

FORCE MAJEURE

The Seller will not be held liable for any damage or loss incurred by the Buyer on the grounds of a breach of contract, such as failure to make or late delivery of products due to an event of force majeure such as war, flooding, fire, strike, accident, lack of materials, energy and utilities, fuels, or any other objective cause not caused by the Seller. The Buyer remains obligated to take the products delivered by the Seller at any later time.

ANTI-BRIBERY AND SUPPLIER'S BUSINESS PARTNER CODE OF CONDUCT

The counterparty shall and shall through an adequate compliance program procure that its personnel and other third parties acting on its behalf shall, conduct business in compliance with applicable anti-bribery laws [1] (the "ABC-Laws"). Further the counterparty undertakes to comply with the Business Partner Code of Conduct (as updated from time to time), available at [Business Partner Code of Conduct](#). Any failure by the counterparty to comply, in whole or in part, with the ABC-Laws or said Business Partner Code of Conduct, is to be considered a breach of this Agreement which will entitle Supplier to terminate the Agreement with immediate effect if the breach is not possible to remedy. Supplier shall be under no obligation to fulfill any outstanding payments or deliveries or accept any order under the counterparty Agreement, if Supplier has reasonable grounds for suspecting that such payments, deliveries or transactions may be used in – or contribute to a – breach of any ABC-Laws, the Business Partner Code of Conduct or otherwise would constitute a criminal offence. Supplier shall be entitled to withhold such payments, deliveries and transactions until it is evidenced that such payments, deliveries or transactions will not be used in – or contribute to a – breach of any ABC-Laws, the Business Partner Code of Conduct or otherwise would constitute a criminal offence. The counterparty shall indemnify Supplier from and against all and any liabilities suffered or incurred in any jurisdiction in relation to any failure by the counterparty to comply with ABC-Laws or the Business Partner Code of Conduct

¹ Including the OECD Convention on Combatting Bribery of Foreign Public Officials in International Business Transactions, US Foreign Corrupt Practices Act, the UK Bribery Act 2010, the Swedish Penal Code and the anti-bribery laws of the Territory

FINAL PROVISIONS

The legal relations not regulated hereby are governed by applicable provisions of Act No. 89/2012 Sb., Civil Code and any related legal regulations. The legal relations arising between the Buyer and the Seller from and in connection with the purchase contract are governed by the Czech laws. Any disputes arising from or in connection with purchase contracts, including their validity, will be resolved by general courts. These General Business Terms and Conditions constitute an inseparable part of the purchase contract and documents referring to these General Business Terms and Conditions. By signing the purchase contract, the Buyer declares that they read and agree to this General Business Terms and Conditions.

TRADE COMPLIANCE

- i. For the purpose of this agreement “Global Trade Laws and Regulations” means customs, import, export, re-export, trade control and economic or financial sanctions laws, regulations and orders, always including such laws, regulations and orders of the UN, US, EU and UK, but also, as applicable, such laws, regulations and orders of any country in which the products are manufactured, received, used, exported from, imported to, or as otherwise applicable.
- ii. For the purpose of this agreement “Prohibited Countries” means Afghanistan, Belarus, Iran, North Korea, Russia, Syria, Crimea and non-government controlled areas of the Donetsk, Kherson, Luhansk and Zaporizhzhia oblasts of Ukraine. Dormer Pramet reserves the right to amend the list of Prohibited Countries by written notice to the customer.
- iii. For the purpose of this agreement “Listed Person” means any person or entity, specially designated, blocked or otherwise individually listed or targeted under Global Trade Laws and Regulations.
- iv. The customer represents and warrants that:
- a. none of the customer, its affiliates, or any of their respective officers or directors, is a Listed Person, or is owned to 50 % or more, directly or indirectly, individually or in the aggregate, or is otherwise controlled by one or more, Listed Person(s);
 - b. the customer has not engaged in, is not engaging in, and will not engage in any business involving a Listed Person, or any entity owned to 50% or more, directly or indirectly, individually or in the aggregate, or otherwise controlled by one or more, Listed Person(s); and
 - c. the customer has not engaged in, is not engaging in, and will not engage in any transaction that circumvents, evades, or avoids, or has the purpose or effect of circumventing, evading, or avoiding, or attempts to violate, any Global Trade Laws and Regulations.
- v. The customer hereby agrees to observe and comply fully, and use the products in full compliance, with all Global Trade Laws and Regulations. The customer agrees that no products provided by Dormer Pramet shall be, directly or indirectly, sold, exported, re-exported, transferred, retransferred or otherwise released or disposed to any person or entity, legal or natural, in breach of Global Trade Laws and Regulations. The customer shall not take any actions in furtherance of this agreement that would cause Dormer Pramet to violate any Global Trade Laws and Regulations to which Dormer Pramet is subject.
- vi. Without limitation to the generality of the foregoing, the customer shall not, directly or indirectly, sell, export, re-export, transfer, retransfer or otherwise release or dispose any products:
- a. without securing all licenses and/or authorizations necessary under the Global Trade Laws and Regulations from the relevant governmental authority;
 - b. to, or for the benefit of, a Listed Person;
 - c. to, via, or otherwise for use in, Prohibited Countries;
 - d. for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons, or for any nuclear explosive or unsafeguarded nuclear fuel cycle activity; or
 - e. for military end-use or to a military end-user, including military intelligence end-uses and end-users, without obtaining Dormer Pramet’s prior approval.
- vii. The customer shall impose the obligations above in this Section in all subsequent transactions involving the products. Further, the customer shall establish and maintain adequate internal controls and mechanisms to (i) detect conduct by third parties in its downstream commercial chain, including possible resellers, that violates, or frustrates the purpose of, Global Trade Laws and Regulations; and (ii) ensure it obtains sufficient knowledge about end-user to determine whether for each contract, the products, could be destined for an end-use which is not permitted under this agreement.
- viii. The customer agrees to, as promptly as possible and in any event within five (5) business days, notify Dormer Pramet in writing of actual or suspected breaches of any of the obligations above in this Section and shall to the best of its abilities, cooperate with Dormer Pramet to facilitate compliance with Global Trade Laws and Regulations and will upon request, provide Dormer Pramet with copies of all documentation relating to any business dealings involving the products, including but not limited to, end-user certifications. Further, the customer shall provide all information relating to requests for any products, that the customer suspects could violate or circumvent Global Trade Laws and Regulations, or where the provision of products would breach the customer’s commitments under the obligations above in this Section, including requests from or on behalf of a Listed Person or attempts to acquire any products in violation of Global Trade Laws and Regulations.

ix. If the customer, in whole or in part, breaches any of the obligations above in this Section or (to the furthest extent permissible under applicable law) in Dormer Pramet 's reasonable opinion any such breach is likely to occur, the parties agree that:

(i) Dormer Pramet shall be under no obligation to fulfil outstanding payments, deliveries, orders or alike;

(ii) Dormer Pramet shall not be liable toward the customer or any third party for any subsequent non-performance by Dormer Pramet under this agreement; and

(iii) that the customer shall indemnify and hold Dormer Pramet harmless from any claims or losses relating to such non-performance. Any failure by the customer to comply, in whole or in part, with this Section, is to be considered a material breach of this agreement which will entitle Dormer Pramet to terminate the agreement with immediate effect. Further, Dormer Pramet is entitled to terminate the agreement with immediate effect upon written notice if either party's ability to fulfil an obligation under this agreement is materially affected by the imposition of restrictions in Global Trade Laws and Regulations.

SELLER'S ADDRESS:

Dormer Pramet s. r. o.
Uničovská 2
787 53 Šumperk Czech Republic

Entered in the Commercial Register maintained by the Regional Court in Ostrava, Section C, Entry No. 21406
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ALLGEMEINE BESTIMMUNGEN

Diese Allgemeinen Geschäftsbedingungen gelten für die

Verkäufer dem Käufer mit, ob die Produkte in der erforderlichen Menge und Zeit verfügbar sind oder wann die Produkte geliefert werden können.

Annahme der Bestellung