

Business Terms and Conditions

These General Business Terms and Conditions (hereinafter referred to as “**Business Terms and Conditions**”) shall apply to contracts concluded by and between the corporation

Ing. Petr Švec - PENTA s.r.o.,

having its registered office at Radiová 1122/1, Hostivař, 102 00 Prague 10

ID No.: 02096013

TIN: CZ 02096013

registered in the Commercial Register maintained by the Municipal Court in Prague, section C, entry 215400

Mailing address:

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Píšťovy 825

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Address of the consignment warehouse:

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Czech Republic

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As the **Supplier and the party of the first part**
and the **enterprise**

as the **Customer and the party of the second part**

(both shall hereinafter be referred to jointly as “**Contracting Parties**”).

I. INTRODUCTORY PROVISIONS

- 1.1. The Business Terms and Conditions set out and specify basic rights and obligations of the contracting parties in the conclusion of an agreement on the sale of goods or another agreement specified herein (hereinafter jointly referred to as the “**Agreement**”).
- 1.2. The provisions of the Business Terms and Conditions constitute an integral part of the Agreement. Provisions diverging from the Business Terms and Conditions may be agreed in the Agreement. Diverging provisions of an Agreement take precedence over the provisions of the Business Terms and Conditions. The supplier may amend or supplement the text of the Business Terms and Conditions from time to time. The rights and obligations of the contracting parties shall always be governed by the version of the Business Terms and Conditions valid when they arose. Furthermore, the rights and obligations of the contracting parties shall be governed by the terms, conditions, and instructions specified on the supplier’s website at www.pentachemicals.eu (hereinafter referred to as the “**Internet Shop**”) in the event an Agreement is entered into through the Internet Shop. Any issues in the relations of the contracting parties not regulated therein

shall be governed by applicable legislation, in particular Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the “**Civil Code**”).

- 1.3. These Business Terms and Conditions apply to customers who are engaged in business, i.e., to natural persons or legal entities holding a permit to engage in business and a valid identification number. The Supplier does not sell to persons who are not carrying on business and does not accept orders for the delivery of goods with a value below EUR 150.
- 1.4. By submitting a purchase order, the customer confirms that it has become acquainted with these Business Terms and Conditions and agrees to their contents.

II. PURCHASE ORDER AND CONCLUSION OF AN AGREEMENT

- 2.1. The subject of an Agreement is the delivery of the goods specified in the supplier's catalogue in the Internet Shop or other goods specified by a written Agreement of the contracting parties. The catalogue of goods contains a list of goods, including a description of the main properties of individual items. It is an informative presentation, rather than the supplier's proposal to enter into an Agreement as defined in Section 1732(2) of the Civil Code. For an Agreement to be concluded, the customer must accept the supplier's offer or send a purchase order, which must be accepted by the supplier.
- 2.2. The Customer shall place purchase orders by means of remote communication, above all, i.e., through the Internet Shop, over the telephone, by e-mail, or by other means that the supplier permits. Each purchase order shall contain the precise name of the goods being ordered (or a designation of the goods with a catalogue number), the number of items or another specification of the quantity, the payment method and the transport method, the purchase price and contact or invoicing details of the customer, including at least the name and surname or company name, identification number and, if relevant, the tax identification number, address of registered office, mailing address, telephone number and e-mail address. Furthermore, at the supplier's request, the customer shall document that it is carrying on business, by presenting a trade license or another authorisation or an excerpt from the register concerned.
- 2.3. The supplier shall not be obliged to confirm purchase orders received by it. If unconfirmed, a purchase order shall not be binding on the supplier. The supplier may verify a purchase order should it question its authenticity and seriousness. The supplier is entitled to reject an unverified purchase order.
- 2.4. An Agreement has been concluded once a binding confirmation of a purchase order has been delivered to the customer. Acceptance of a purchase order by the supplier with any deviation shall be deemed to constitute an invitation for the customer to submit a modified purchase order. An Agreement has been concluded only if the supplier accepts a purchase order or an adapted purchase order without reservation (Section 1740(3) of the Civil Code shall not apply).

III. PAYMENT TERM

- 3.1. The purchase price and any related costs agreed in the Agreement (transport etc.) may be paid by one of the methods specified below:
 - 3.1.1. Before the delivery of goods:
 - By transfer to the supplier's bank account, on the basis of a request for payment by the due date specified therein;
 - 3.1.2. After the delivery of goods:
 - By transfer to the supplier's bank account, on the basis of a tax document (invoice) by the due date specified in the invoice.

- 3.2. The Supplier is entitled not to allow payments for goods after their delivery. These payment methods are usually reserved for regular customers. Unless otherwise agreed, an invoice – tax document is sent solely electronically to the customer's e-mail address.
- 3.3. In the event of the customer's default on the payment of the purchase price, the supplier may charge the customer default interest of 0.1% of the outstanding amount for each day of default. The supplier's right to damages incurred due to the customer's default shall not be thereby prejudiced. The supplier shall be entitled to withdraw from the Agreement in the event of the customer's default on the payment of the purchase prices in excess of 10 business days.
- 3.4. In the event of the customer's default on the payment of the purchase price or any part thereof, the supplier shall also be entitled to suspend any other agreed deliveries of goods until such time as all of the customer's due payables are paid in full.
- 3.5. Unless the parties agree otherwise, the total amount invoiced, as specified in an invoice, shall be payable within 14 calendar days from the issue date of the invoice.
- 3.6. The customer may return an invoice – tax document to the supplier within 10 days of its delivery, if it does not feature all of the details required by applicable legislation or has other material defects, informing the supplier of the reasons for its return.

IV. DELIVERY OF GOODS

- 4.1. The method and conditions for the delivery of goods and the costs of delivery shall be agreed on a case-by-case basis for each request.
- 4.2. The delivery terms shall depend on the current availability of the goods and it shall be agreed in the purchase order.
- 4.3. The supplier shall deliver the goods to the customer in the agreed manner, duly packaged, and with the requisite documents. Requisite documents shall include, in particular, quality certificates, safety data sheets, and any other documents required for the acceptance and use of the goods. Unless otherwise agreed, documents shall be provided in the English language.
- 4.4. If transport costs are not included in the price of the goods to be delivered, the customer shall pay the price of transport in accordance with the offer agreed in advance and confirmed. The customer shall ensure acceptance of the goods by the customer's authorised person at the place the customer designates.
- 4.5. At the customer's request and at its expense, the supplier may also arrange insurance for the goods while in transport.
- 4.6. Should the customer arrange its own transport, the goods shall be prepared for the customer in the supplier's consignment warehouse. The specific place and date for the collection of the goods, if not specified in the Agreement, shall be communicated to the customer by e-mail, by telephone, or by a text message.
- 4.7. The customer shall check the integrity of the packaging of the goods prior to accepting them and shall report any defects to the carrier without delay. A protocol shall be drawn up concerning any defects. If a protocol of defects is not made, the customer relinquishes its rights arising from the damaged packaging of the goods.
- 4.8. The customer shall inspect the goods without delay after having received them, in particular in terms of the quantity of the goods and their completeness. Should it discover any discrepancy, it shall inform the supplier without undue delay, but no later than within 3 business days of the acceptance of the goods. The customer shall document any defects in an appropriate manner and send that documentation to the supplier with the notification of the defect.

- 4.9. Ownership to the goods and risk of damage to the goods shall transfer to the customer at the time the customer is enabled to handle the goods (regardless of whether the customer has accepted the goods or not).
- 4.10. Should the customer fail to accept the goods at the delivery address it has specified and should it not accept them within a grace period at the place designated by the supplier – the supplier being entitled to determine the substitute time and place for the acceptance of the goods with a view to their nature and to additional costs associated with substitute delivery – the supplier shall be entitled to a contractual penalty amounting to 10% of the agreed price of the goods and to compensation for the costs associated with further transport, keeping, and storage of the goods. Furthermore, the supplier shall be entitled to withdraw from the agreement. Should the supplier exercise its right to withdraw from the agreement, it shall be entitled to set off against the customer's right to the refund of the purchase price any and all of its claims arising from the breach of the customer's obligation to accept the goods, including any contractual penalty to which a right arose for it prior to withdrawal from the agreement.

V. PACKAGING

All goods are supplied either in standard retail packaging or in wholesale packaging. All packaging used by the supplier complies with the conditions for the placement of packaging on the market, pursuant to Act No. 477/2001 Coll., as amended.

Pallets are charged to the customer at the time of sale at EUR 20 (exclusive of VAT) per one wooden pallet, EUR 10 (exclusive of VAT) for an 80 x 60 cm pallet, and EUR 43 (exclusive of VAT) for a plastic pallet.

VI. COMMERCIAL COMMUNICATION

By completing and submitting a purchase order, the customer grants consent to commercial communication being sent to its contact electronic address specified in the purchase order. The consent is being granted in the opt-out mode and the customer may at any time withdraw its consent by an e-mail message sent to info@pentachemicals.eu

VII. CONCLUDING PROVISIONS

- 7.1. The contracting parties agree that all legal relations between the customer and the supplier in the purchase and sale of goods established by the Agreement shall always be governed exclusively by the laws of the Czech Republic, including in cases containing an international (foreign) element. The contracting parties explicitly exclude the application of the United Nations Convention on Contracts for the International Sale of Goods and any other regulation that excludes or restricts the application of the laws of the Czech Republic to relationships established by the Agreement.
- 7.2. Should personal data be processed in the course of the cooperation of the customer and the supplier, the supplier undertakes to proceed in line with applicable legal regulation. Mandatorily published data about the processing of personal data shall be published by the supplier on its website at www.pentachemicals.eu

- 7.3. Should any provision of the Business Terms and Conditions be invalid, ineffective, or inapplicable or become such, the invalid provision shall be replaced with a provision that is valid and the meaning of which is as close as possible to that of the invalid provision. The invalidity, ineffectiveness, or inapplicability of a provision shall not prejudice the validity of any other provisions. Any amendments and supplements to an Agreement or the Business Terms and Conditions must be made in writing.

These Business Terms and Conditions shall become valid and take effect on 1 September 2021.