

Sales Terms and Conditions („STC“) for Sale of Aluminum Products and Packing Namely Based on Aluminum

Purchase Contract and Delivery Conditions

1. By the means of a purchase contract, whereat also confirmed purchase orders shall be deemed a purchase contract (hereinafter only the „Contract“) the Seller undertakes to manufacture and deliver to the Buyer the products stipulated in the Contract (hereinafter only the „Goods“). The Buyer undertakes to take over the Goods and pay for it the Purchase Price. A variation of $\pm 5\%$ from the quantity of the Goods stipulated in the Contract is permissible; the invoice shall contain the actually delivered Goods.
2. Delivery conditions shall be per the INCOTERMS 2010. A packing sheet shall form a part of the delivery. The Buyer is obliged to confirm the Goods take over in writing. The Goods shall be packed, loaded and duly secured for the purposes of transport as customary. Packing is included in the price of the delivered Goods and shall be non-returnable.
3. Should the subject-matter of performance be a new printing order, the Buyer shall approve the proof sheet within three business days from its submission. The delivery period shall be extended by the period of delay with approval.
4. Should the delivery date not be complied with, the Buyer shall be entitled to charge the Seller the contractual penalty amounting to 0.03% of the value of undelivered Goods for each day of the delay.
5. In the event of any failure to take over the Goods as of the delivery date, the Seller shall be entitled to charge the Buyer the contractual penalty amounting to 0.03% of the value of non-taken over Goods for each day of the delay.

Payment Conditions

1. The Purchase Price maturity period is provided in the Contract, the tax document (invoice) respectively. In case of any doubts regarding the invoice delivery date it shall be deemed delivered the third day after sending.
2. Should the maturity period not be complied with the Seller shall be entitled to charge a delay payment penalty amounting to 0.03% of the due amount for each day of the delay. The Buyer shall not be entitled to withhold payments, or a part thereof, to setoff any mutual receivables, including compensations of claims.
3. The Seller shall be entitled to pledge any deliveries to the Buyer until settlement of all mature debts payable by the Buyer to the Seller. Should the Buyer be in a delay with payment of the Purchase Price for more than 30 days, the Seller may withdraw from all contractual relationships with the Buyer and claim compensation of damages.
4. Should an advance payment be contracted, the Buyer's delay with its payment shall be deemed a serious breach of the Contract. Should payment of the Purchase Price be contracted in installments, the entire Purchase Price shall be deemed delayed in the event of a delay with one of them.

Quality Warranty and Defects in the Goods, Claim Conditions

1. The Seller is liable to the Buyer that the delivered Goods shall comply with the agreed upon technical specification for the period of 6 months from the delivery date. The Buyer is obliged to test the Goods regarding its compliance with the intended purpose.
2. The Goods must be stored in a dry and heated place. If the foils are spooled on paper tubes, they must be stored in an environment with temperatures $+10^{\circ}\text{C}$ to $+25^{\circ}\text{C}$ and relative humidity of 65% to 80%. If foiled are spooled on steel tubes, they must be stored in an environment with temperatures $+10^{\circ}\text{C}$ to $+30^{\circ}\text{C}$ and relative humidity 50% to 70%.
3. The Buyer is obliged to inspect the Goods as soon as possible after passage of the risk of damages. Visible damages (e.g. damaged packing, marking, non-compliance with the packing sheet) must be claimed without any undue delay. If damage of the Goods during transport is discovered, the Buyer is obliged to draw a written report on damage of the Goods with the carrier (a commercial record).
4. Written notice on the defects (the claim) must contain:
 - defective Goods identification (Contact no., Customer no., palette no., potentially strip, coil or roll no. – can be documented by a label photo).
 - defective Goods quantity (number of pieces or weight).
 - description of the defect or how it is demonstrated (with potential photo-documentation or sample sending).
5. Upon the Seller's request the Buyer is obliged to process the claim with participation of the Seller's representative at the place, where the defect has been discovered or where the claimed Goods is located. The Seller shall not be entitled to take the claimed Goods back without prior processing of the claim. The Buyer is obliged to provide its necessary assistance during the claim process so that the claim could be investigated, the Buyer shall namely not dispose of the Goods and keep it in its possession until the claim process completion.
6. The Seller is entitled to refuse the claim namely:
 - if the Goods is stored in unsuitable conditions (increased humidity, temperature fluctuations).
 - the Goods have been already processed thus the claimed defect cannot be reviewed, or the Goods have been disposed of also after the defect claiming.

- returned Goods have been damaged during transport due to wrong packing or insufficient securing or if its duly documentation and documentation are missing.
7. The Seller shall not be liable for defects caused by defective Goods. In the event of an authorized claim the Buyer shall be entitled to a letter of credit for the amount of the returned defective Goods, if not agreed upon otherwise (substitute delivery, discount).

Confidential Information Protection

1. The contents of the Contract, its attachments and amendments, manufacturing, price and budgetary information shall be deemed Confidential Information if not publicly available or generally known.
2. The Contracting Parties are obliged to act in such manner so that unauthorized access to Confidential Information by non-permitted persons, unauthorized transmissions or processing or other misuse would be prevented. This obligation shall last also for 3 years after the Contract fulfillment.

Withdrawal from the Contract

1. Should any of the Contracting Parties seriously breach the below provided obligations, the other party shall be entitled to withdraw from the Contract, fully or in part. The following shall be deemed a serious breach of the Contract:
 - breach of payment obligations by the Buyer
 - breach of delivery or collection conditions, if not stipulated otherwise by the Parties in the Contract

Goods Deliveries to Other Member State of the EU and Goods Export outside the EC

1. Before the Goods delivery the Buyer is obliged to inform the Seller in writing:
 - on registration for value added tax (hereinafter only the „VAT“) in the EU member state and the tax identification number,
 - territorial designation of the Goods (i.e. whether the Goods is intended for immediate transport to the CR or other EU member state = delivery into other EU member state or outside the EU = export)
 - in the event of Goods export (outside the EU) to provide the Seller with a written declaration that the Buyer does not have a registered office, operational premises per the VAT regulations or the place of business within the CR.
2. The Buyer is obliged to immediately inform the Seller in writing should any of the information provided in the previous paragraph of these „STC“ change.
3. Should the transport not be arranged by the Seller the Buyer arranging for the transport shall be obliged to document, within 10 day from the Goods delivery the latest, that the Goods has been indeed transported from the dispatching state to another EU member state (e.g. by a loading sheet or another document proving such a fact).
4. Should the conditions for releasing from the tax per the provisions of the VAT act applicable to the territory of the dispatching state not be complied with, the tax valid per the territory of such a state shall be added to the Price of the Goods.
5. Should the conditions stipulated in the par. 1 and 2 hereof not be complied with or should the Buyer otherwise breach its above stipulated obligations, the Buyer shall be obliged to pay the VAT amount to the Seller within 15 days from its amount communication by the Seller.

Force Majeure

1. The Force Majeure clause of the International Chamber of Commerce (ICC Publication No. 421) forms an integral part hereof.

Final Provisions

1. The Contract shall be deemed concluded in writing also if concluded by facsimile or an e-mail and the faxed or scanned copy of the Contract shall be deemed a valid instrument of powers of an original. The Contract and the „STC“ can be amended only in writing.
2. In the event of printing, the printing templates shall be deposited at the Seller for the period of 12 months from the last delivery, then, they shall be removed, if extension of such a period is not requested by the Buyer in writing. Printing cylinders including their surface treatment and printing templates, are the property of the Seller.
3. Relationships unsettled by this Contract or the „STC“ shall be governed by the legal code of the Czech Republic.
4. Any potential disputes shall be decided by the Arbitration Court at the Chamber of Commerce of the Czech Republic and the Chamber of Agriculture of the Czech Republic with registered office in Prague, by one arbiter per the legal code of the Czech Republic.
5. These „STC“ shall be binding if not expressly stipulated otherwise for a certain circumstance by the Contract or any other written agreement concluded by the Seller and the Buyer.

METALIMEX a.s.