

Business Terms and Conditions of the Company Typos, tiskařské závody, s.r.o.

I. Introductory Provisions

1. The following Business Terms and Conditions of the company Typos, tiskařské závody, s.r.o., company ID number: 284 33 301, registered office: Podnikatelská 1160/14, Skvrňany, 301 00 Plzeň, entered in the Commercial Register maintained by the Regional Court in Plzeň, Section C, file 21906 (hereinafter referred to as „Conditions“), regulate contractual relations between Typos, tiskařské závody, s.r.o. (hereinafter referred to as „Supplier“) and the Customer. The Conditions apply to the sale or preparation of a work - polygraphic products or provision of polygraphic services (hereinafter referred to as „Order“) by the Supplier based on accepted purchase orders and any other contracts entered into with the Customer (hereinafter referred to as „Contract“). The Conditions form an integral part of the Contracts. Any provisions of a Contract that differ from the Conditions shall take precedence over the Conditions. By sending an inquiry or placing an Order, Customers confirm that they agree to the Conditions without any reservations.

II. Purchase Orders

1. Customers shall deliver purchase orders to the Supplier either by post, e-mail or by an electronic data medium, verbally, or by telephone. Orders are binding for the Customer. Customers shall indicate the following in their orders:

- a. their company's name, registered office, company ID number and, if applicable, information on the entry of the company in the Commercial Register;
- b. the type and quantity of the ordered polygraphic products;
- c. the price;
- d. delivery date of production documents, delivery deadline of the Order, place of delivery and the requested delivery method;
- e. contact details of the Customer: e-mail address and/or its telephone number;
- f. person authorized to take over the Order;

if the Supplier does not already possess this information in connection with previously performed Orders. The Customer may also provide the above information in a purchase order by referring to a price quotation of the Supplier, provided that one has been processed and contains the relevant data, or by referring to another document, the contents of which are known to both the Supplier and the Customer at the time the purchase order is delivered.

2. The Contract is entered into upon confirmation of a purchase order or upon the bilateral signature of a Contract for Work. The Supplier shall confirm acceptance of a purchase order to the Customer within 5 business days of receiving it, and shall do so by post, e-mail, verbally or by telephone. The Supplier may also confirm entry into the Contract in writing in accordance with Section 1757 of the Civil Code. Confirmation of a purchase order with an amendment or a variation that does not substantially change the terms thereof shall constitute acceptance of the purchase order. In the event that the Supplier has already performed a different Order for the Customer within one year prior to the delivery of a purchase order, the purchase order shall be deemed to have been confirmed once 5 working days from its delivery lapse, unless the Supplier expressly informs the Customer within this period that it does not accept the purchase order. In the event that the Supplier submits a price quotation to the Customer during negotiations for entry into a Contract, such price quotation shall not contribute a proposal to enter into a contract within the meaning of Section 1732 of the Civil Code.

3. The Customer is responsible for all printing materials that it delivers to the Supplier. The Customer is responsible for ensuring that the materials supplied in no way infringe on any third party intellectual property rights, as well as personal, proprietary or any other rights of third parties, and furthermore that the publication or distribution of these materials does not violate the law, e.g. by supporting and promoting movements which aim to suppress human rights and freedoms. The Supplier cannot be held liable for the contents of the prepared materials in any way. If, however, the Supplier believes that the delivered materials are at variance with this provision, it shall be entitled to refuse to perform the Order. If the Customer breaches its obligation under this paragraph, the Customer itself shall be liable to third parties for any damages incurred or for otherwise harmful

consequences. In the same way, the Customer shall be liable to the Supplier for any damages incurred as a result of such breach, including lost profit, harm to its reputation, or otherwise harmful consequences. The Supplier will not be obliged to archive documents and materials submitted for the Order (including printing data, proofs, printed specimens, etc.).

III. Prices

1. The Price shall be agreed upon in the Contract for Work, or alternatively on the basis of a price quotation of the Supplier, which shall be valid for a period of 2 months. The price may also be agreed on the basis of a price list approved for the relevant period. Unless specified otherwise, no stated prices include VAT. VAT shall be added to the price at the applicable rate in accordance with the generally binding legislation as of the date of the taxable performance. If the Supplier has already performed a comparable order for the Customer up to one year before delivery of the purchase order, and the Supplier has not prepared a separate quotation for the new Order, the same unit price that applied to the previous order shall apply to the new Order, unless expressly determined otherwise in the particular case. If the price in the purchase order differs from the price in the Supplier's quotation, the price specified in the quotation shall apply. If no price has been agreed at all, the Customer shall be obliged to pay the usual price.

2. In case that at any time during the existence of the Contract with the Customer or at any time after acceptance of the Customer's order the input price terms will change for reasons for which the Supplier is not liable, for example for the reason of an unforeseeable increase of promised price conditions on the part of the Supplier's subcontractor, or for the reason of an unforeseeable growth of prices of input production materials, unforeseeable increase of prices of energies and fuels, or other objectively unforeseeable events, the Supplier is entitled to increase unilaterally the price agreed under sub-section III.(1) of these General Business Terms in an adequate way. Under fulfilment of such circumstances, the Supplier is entitled to send the Customer a written notice of an increase of the price, and the Customer will be obliged to pay the Supplier the final price of the Order specified in the Supplier's invoice, as calculated in conformity with this price increase.

IV. Delivery Term

1. The Supplier is obliged to hand over the Order to a person authorized by the Customer according to the conditions and within the term specified in the Contract. The agreed delivery term shall apply as long as production materials are delivered and approved in a timely manner and an advance (if agreed) is paid on time. The Customer is obliged to deliver the production materials by the date specified in the Contract. If the Customer is in delay with the delivery of supporting documents or the provision of an agreed advance payment, the Supplier will unilaterally change the agreed term according to its production possibilities. In such case, the Supplier shall inform the Customer of the change within the term for production of the Order. The Supplier shall not be in delay with performance of the Order, if the Customer fails to fulfil its obligations to the Supplier by the time limits agreed in the Contract, particularly if the Customer fails to provide all necessary production materials, fails to provide the necessary cooperation or fails to provide an advance payment on the price of the Order (if one is agreed) in a timely manner. The Supplier informs the Customer that a breach of the obligation to deliver production documents in time may lead to downtime in production and damage to the Supplier, for which the Supplier shall be fully entitled to claim compensation from the Customer.

2. The Customer is obliged to take over the Order. If a different place of handover of the Order than the Supplier's registered office is agreed in the Contract, the Customer shall be obliged to provide the Supplier with shipping instructions, stating the exact addresses, telephone numbers, name of the contact person, the scope of individual deliveries, and, if necessary, identification of the carrier (if delivery is requested by a particular carrier) no later than three days before the agreed date of take over of the Order, unless the precise shipping instructions are already specified in the Contract.

3. If an Order is to be handed over at a place other than the Supplier's registered office, the Customer shall be obliged to provide both the Supplier and the carrier with the appropriate cooperation. If the Customer fails to provide the appropriate cooperation, the Supplier shall be obliged to bill the Customer for costs it may incur as a result.

4. Changes to the specifications of the subject matter of the performance (the cost or a change in the scope,

format, colour, etc.) in comparison to the applicable Contract can only be negotiated, if the price of the Order and other related contractual conditions are adjusted. In the event of a withdrawal from the Contract or the termination of an obligation otherwise than by its fulfilment, the Supplier shall be entitled to reimbursement of actually incurred costs associated with fulfilment of contractual obligations until withdrawal from the Contract or until termination of the contractual relation, as well as the cost of withdrawal itself.

5. Upon handover of the Order to the Customer, the risk of damage to the item passes to the Customer.
6. The right of ownership to the completed order shall pass to the Customer on the date of full payment of the contractual price of the Order.
7. In the event of a delay with takeover of the Order by the Customer, the Supplier shall be entitled to charge a storage fee at the rate of 1 % of the price of the Order for every commenced week of delay. The risk of damage to the items shall pass to the Customer on the first day of such delay.

V. Delivery Terms

1. The Supplier is entitled to produce and deliver a quantity above or below the agreed quantity in the range of -5 % to +5 % of the ordered quantity, where each item of a surplus quantity shall be supplied at 50 % of the agreed unit price. In the case of quantity below the ordered quantity up to a maximum of -1 % of the ordered quantity, the total price shall not be reduced and the Customer agrees to receiving a smaller quantity for the originally agreed total price. If the quantity is more than 1 % below the originally agreed price, the price shall be reduced proportionately. The Customer shall be obliged to pay the Supplier the price for the Order specified in the Contract. Unless expressly agreed otherwise, the price is set as EX WORKS (according to Incoterms 2016) from Plzeň, Podnikatelská 1160/14, or Klatovy, Nádražní 473/3, where the specific supply point shall be specified in the purchase order.
2. An invoice shall serve as a supporting document for payment; the Supplier shall send the invoice to the Customer by e-mail, unless expressly stated otherwise. The Supplier shall become entitled to issue and invoice on the date of handover of the Order. If the Customer fails to take over the duly completed work within 7 days of the agreed delivery date at the latest, the Order shall be deemed to have been duly taken over on the last day of this period. Unless agreed in the Contract otherwise, the invoice shall be payable by the due date specified therein. If the Customer requests delivery of the Order to a third party, such as the end customer, the Order shall be considered to have been delivered at the moment of handover to such third party. In such case, delivery of the Order shall be evidenced by a delivery note or other proof of handover of the Order to the third party by the carrier.
3. If the Customer is in delay with payment of the invoice, the Supplier shall be entitled to charge interest on arrears at a rate of 0.05 % per day until payment is made. If, however, the delay exceeds 30 days, the interest on arrears shall be increased to 0,1 % of the outstanding amount from the 31st day until payment is made. If the Order has not yet been handed over and the Customer is in delay with payment, the Supplier shall be entitled to retain the Order until the outstanding amount has been paid. The Supplier is further not obliged to commence or continue with the performance of a different Order for the same Customer until the outstanding amount has been paid in full. Unilateral offset by the Customer or the assignment of a receivable for the Supplier is excluded.
4. If the order is supplied on returnable pallets, the pallets are supplied on the basis of a pallet exchange system, however, if this is not possible or practical, or if the returnable pallets are not returned to the Supplier within 3 months of being received, the Customer shall subsequently be charged for the delivered pallets at the rate of CZK 250 + VAT per pallet.
5. The Supplier is also authorized, upon agreement with the Customer, to perform the Order partially; in such case the Customer shall be obliged to take over the partially performed Order.
6. The Supplier shall store an Order which is not taken over in a timely manner and shall be entitled to charge the Customer a storage fee of 0.5 % of the price of the Order excluding VAT for each commenced day of the delay. If the Customer fails to take over a stored Order or a part thereof within 60 days of the date on which it is stored at the latest, the Supplier shall be entitled to dispose of the Order and charge the costs of disposal to the Customer.

VI. Payment Terms

1. The Customer shall pay the purchase price, and, if applicable, carriage fees and any surcharges, including VAT, after agreeing upon one of the following payment methods or a combination thereof with the Supplier.
2. Payment method:
 - a. payment of an advance on the basis of a request for an advance payment;
 - b. payment in cash upon delivery or takeover of the Order;
 - c. payment of an invoice by bank transfer, payable by the due date specified in the invoice.
3. The Customer shall be obliged to pay the full price of an Order which has been duly completed, even if the Customer has not collected it. The Supplier may also issue an invoice for partial performance of an Order and the Customer shall be obliged to pay for such partial performance.

VII. Force Majeure

1. The Supplier shall not be held liable for delays or inability to complete an order as a result of force majeure.

The force majeure shall mean for the purposes of these Business Terms an extraordinary event or circumstance which the Supplier could not foresee and prevent by taking a preventive measure, and which is beyond any control of the Supplier, and which was not caused intentionally or by negligence, by conduct or omission of the Supplier, and which fully or partly makes it difficult or impossible to fulfil the Order in conformity with the Contract. The force majeure includes especially, but not only:

- natural disasters, for example earthquake, floods, storms, snow calamities and other similar obstacles, etc.;
- events connected with activity of a man, for example war, civil riots, aircraft accidents, radioactive contamination by material or radioactive waste;
- non-observance of the term on the part of a subcontractor caused by objective reasons or an unforeseeable lack of input production materials;
- order or measure or limitations and prohibitions following from legal regulations, measures of general nature or otherwise ordered by the competent bodies of public bodies of public administration, if they are related to dissemination of pandemic SARS-CoV-2 (COVID-19) or pandemic or epidemics of otherwise serious sickness with a similar impact on business activity, on condition that issuance of such limitations and prohibitions could not be foreseen, and their consequences could not be prevented by adoption of preventive measures.

2. The Supplier is obliged to inform the Customer of such case immediately, also including the probable term when fulfilment of the Order may be expected. In case of force majeure, the Supplier has the right to either prolong the term of delivery or to withdraw from the Contract, without any liability for a possible damage.

VIII. Liability for Defects (Claims)

1. When taking over an Order, the Customer is obliged to inspect the Order, including the packaging, and to ascertain its condition and quantity. The Customer shall be obliged to claim obvious defects from the Supplier in writing within 3 business days. Claims for hidden defects shall expire, if the Customer fails to provide the Supplier with a report on hidden defects in the Order within 3 working days after discovery of such defects or from the moment when the Customer, by exercising due diligence, should discover a defect, however no later than 3 months after taking over the Order.
2. Claims shall be without prejudice to the Customer's obligation to pay the price for the Order, and the provisions of Section 2108 of the Civil Code shall not apply to the Contract.

3. If there are qualitative deficiencies in the delivery, such as inaccuracies in colour, registration or finish, and if the number of defective prints does not exceed 1 % of the delivery, the Order shall be deemed duly completed.
4. Deviations will not be considered to be defects in an Order, if they are within the scope specified in the document: „Production Parameters and Their Tolerances“ which is an integral part of these Business Conditions.

IX. Final Provisions

1. The right of the Supplier to the price for an Order under the Contract shall be statute-barred for the period of 10 years.
2. The Supplier shall only be liable to the Customer for actual damages caused by a breach of obligations established in the Contract, however, in a maximum amount of the price of the Order excluding VAT. These amounts also represent the maximum foreseeable loss which the Supplier may possibly incur due to a failure to observe applicable contractual regulations.
3. The Supplier shall not provide compensation for lost profit.
4. The Supplier shall be entitled to withdraw from a Contract, besides for the reasons stipulated in generally binding legislation, if the Customer becomes bankrupt or a bankruptcy petition is rejected due to a lack of assets.
5. Contracts are subject to the Civil Code and Czech law also in case that the Customer is a foreign entity. Application of the Vienna Convention on the International Sale of Goods (Ministry of Foreign Affairs Communication No. 160/1991 Coll., on negotiation of the UN Convention on Contracts for the International Sale of Goods) on the Contracts and on the Conditions is hereby excluded.
6. The Supplier is entitled to modify these Business Terms unilaterally to a reasonable extent, of which it shall inform the Customer with a written notice to the Customer's contact mailing or electronic address. The Customer has the right to refuse the amended Business Terms within the term of 15 days after the day of delivery of such notice and to terminate the contractual relation with the Supplier with a written notice with the notice period of 15 days.

These Business Conditions become effective on 23. 11. 2021.

These Business Conditions are available on the website www.typos.cz.

The document „[Production Parameters and Their Tolerances](#)“ constitutes an integral part of these Conditions.