

General Trade Terms and Conditions of the Company VIADRUS a.s.

valid and effective since 1st March 2019

1. Introductory provisions

- 1.1 The General Trade Terms and Conditions of the Seller (hereinafter just “**GTTC**”) form an integral part of the Purchase Agreement (as defined in the Article 2 herein) agreed upon between and by the Seller and Purchaser, and, together with the Purchase Agreement, stipulate their mutual rights and obligations.
- 1.2 The GTTC only apply for Purchasers being entrepreneurs and legal entities. The GTTC shall not be applied to agreements entered into with consumers.
- 1.3 Deviations from the GTTC are only valid provided they are approved in writing by the both Contracting Parties.
- 1.4 The Contracting Parties exclude any application of the general trade terms and conditions of the Purchaser.

2. Definitions

For purposes of the Purchase Agreement and GTTC, the below stated terms shall be understood as follows:

- 2.1. “**Purchaser**” – an entrepreneur and/or legal entity described as the “purchaser” in the Purchase Agreement, to whom the Products are sold by the Seller;
- 2.2. “**Seller**” – the company VIADRUS a.s., registered seat at the address: Bezručova 300, Nový Bohumín, 735 81 Bohumín, the Czech Republic, Identification Number: 294 00 082, entered in the Commercial Register kept by the Regional Court in Ostrava, File Ref. No. B 4512.
- 2.3. “**Purchase Agreement**” – a particular agreement on purchase of the Products, entered into between and by the Seller and Purchaser; a particular agreement always consists of the GTTC and, further, of:
 - 2.3.1. Distribution Contract and Partial Purchase Agreement; or
 - 2.3.2. Partial Purchase Agreement.
- 2.4. “**Distribution Contract**” – contract on trade terms and conditions for the Products supplies as specified in a respective Partial Purchase Agreement.
- 2.5. “**Partial Purchase Agreement**” – purchase agreement entered into by:
 - 2.5.1. A purchase order placed by the Purchaser and its confirmation by the Seller, or
 - 2.5.2. An individual purchase agreement comprising manifestation of wills of the Purchaser and Seller, and signatures of their representatives on the same instrument.
- 2.6. “**Products**” – products of the Seller and/or other person specified in the Purchase Agreement, including accessories.
- 2.7. “**Civil Code**” – the Czech act No. 89/2012 Coll., Civil Code, as amended.

3. Purchase price

- 3.1. The Purchaser undertakes to pay a purchase price for the Product which pricing method is agreed in the Distribution Contract or in the Partial Purchase Agreement.
- 3.2. In case of any doubt regarding the purchase price amount, a price agreed between and by the Parties, or stated in a respective invoice, shall be deemed to be a price excluding the Value Added Tax (hereinafter just „**VAT**“); VAT shall be added to the purchase price by the Seller in a statutory amount and under terms and conditions set forth in effective legal regulations.
- 3.3. If not agreed otherwise between and by the Contracting Parties, the Seller shall be entitled to adjust correspondingly a purchase price provided any change occurs in cost in relation to changes in prices of input materials, powers, and other items by more than 5 % within a period from a respective

Purchase Agreement conclusion till the Products production and delivery. The Seller is obliged to notify the Purchaser of a change in the purchase price in seven (7) calendar days as minimum prior to the Products delivery.

4. Purchaser's obligation related to VAT

4.1. A delivery into another European Union country:

- 4.1.1. If the Seller does not arrange transport of products, the Purchaser shall be obliged to notify the Seller prior to particular delivery execution whether the Products is intended to immediate transport from the Czech Republic into another European Union (hereinafter just EU") membership country.
- 4.1.2. Further, prior to the first delivery execution, the Purchaser is obliged to notify the Seller whether it is registered to VAT in the EU membership country in which it is substantial in relation to the Products delivery terms and conditions. The Purchaser is obliged to provide the Seller with a Certificate of VAT Registration in another EU membership country issued by a respective local appropriate body. In case the Purchaser ceases to be a VAT payer in another EU membership country during the contractual relation term, all prices of the Products shall be increased by VAT in a respective statutory amount. The fact that the Purchaser ceased to be a VAT payer in another EU membership country should be reported by the Purchaser immediately in writing to the Seller.
- 4.1.3. Prior to the first delivery execution, the Purchaser is obliged to notify the Seller of its complete Tax Identification Number under which it is registered to VAT in that EU membership country. The Purchaser is obliged to inform the Seller immediately of any change in that Tax Identification Number.
- 4.1.4. Further, prior to the first delivery execution, the Purchaser registered to VAT in another EU membership country is obliged to notify the Seller in writing whether the Products delivered by it for a Purchaser in another EU membership country is a subject to VAT due to the Products procurement in another EU membership country. Further, the Purchaser is obliged to inform the Seller immediately in writing in case of any change in content of the notification in case of further Products deliveries.
- 4.1.5. In case the transport is not arranged by the Seller, the Purchaser is obliged to prove the transport is provided either by the Purchaser or by a person authorized by the Purchaser, and that the Products was really transported from the territory of the Czech Republic into another EU membership country. To prove such facts, the Purchaser is obliged to present any of the documents provided such facts follow from the documents, particularly in 10 days at the latest from the Products handover by the Seller to transport, especially a transport document (such as Consignment Note and CMR), or any of the below titled documents the Contracting Parties agree upon:
 - A written declaration by the Purchaser that the Products were transported in its name and on its account from the Czech Republic into another EU membership country that will further contain a unique identification of the Products, carrier (carriers), transport agreement (transport agreements), and place of transport commencement and place of the Products transport completion;
 - A written declaration (declarations) by a carrier (carriers) that the Products were transported in the name of the Purchaser and on its account from the Czech Republic into another EU membership country that will further contain a unique identification of the Products, carrier (carriers), transport agreement (transport agreements), and place of transport commencement and place of the Products transport completion;
 - A transport agreement (transport agreements) between the Purchaser and carrier (carriers);
 - Invoice (invoices) issued by a respective carrier (carriers) for the transport service;
 - Or any other document or documents approved by the Seller.

4.2. The Products Export Out of EU:

4.2.1. In case transport is not arranged by the Seller, the Purchaser shall be obliged prior to the appropriate delivery execution to provide the Seller with a written declaration that the Purchaser has neither any registered office, business unit in the Czech Republic in the meaning of VAT obligations nor place of business; the Purchaser is obliged to prove the transport is arranged by the Purchaser, and that the Products will be delivered out of the EU territory. To prove such facts, the Purchaser is obliged to present any of the documents provided such facts follow from the documents, particularly in 10 days at the latest from the Products handover by the Seller to transport, especially a transport document (such as Consignment Note and CMR), or any of the below titled documents the Contracting Parties agree upon:

- A written declaration by the Purchaser that the Products were transported in its name and on its account from the Czech Republic out of the EU territory that will further contain a unique identification of the Products, carrier (carriers), transport agreement (transport agreements), and place of transport commencement and place of the Products transport completion;
- A written declaration (declarations) by a carrier (carriers) that the Products were transported in the name of the Purchaser and on its account from the Czech Republic out of the EU territory that will further contain a unique identification of the Products, carrier (carriers), transport agreement (transport agreements), and place of transport commencement and place of the Products transport completion;
- A transport agreement (transport agreements) between the Purchaser and carrier (carriers);
- Invoice (invoices) issued by a respective carrier (carriers) for the transport service;
- Or any other document or documents approved by the Seller.

4.3. Common Provisions:

4.3.1. The Purchaser is obliged to notify the Seller of any amendments regarding its registration to VAT affecting a purchase price according to the Purchase Agreement. In case this obligation is breached, the Purchaser undertakes to pay the Seller a contractual penalty in the amount of 10 % from the price of the Products in which sale the Seller used wrong Purchaser's data on registration to VAT. A contractual penalty covering shall be without any prejudice to a right for full compensation of damages.

4.3.2. If preconditions for a respective consignment relief from VAT pursuant to a respective legal regulation valid in the Czech Republic are not met, a respective VAT rate shall be added to the purchase price for the Products; the Purchaser shall cover this VAT together with the purchase price.

4.3.3. If the Purchaser fails to deliver documents agreed herein to the Seller in a defined period, VAT shall be added to the purchase price for the Products in the amount pursuant to a respective legal regulation valid in the Czech Republic; the Purchaser shall cover this VAT together with the purchase price.

4.3.4. The Purchaser shall cover the Seller also any and all related sanctions that the Seller is obliged additionally to cover due to the fact that the Purchaser provided the Seller with wrong data according hereto, or provided the Purchaser breaches its obligations set forth herein in any other way. The Purchaser shall be obliged to cover such mentioned sanctions in 15 days from a call by the Seller to cover them.

5. Payment terms and conditions

5.1. A purchase price shall be covered by the Purchase as follows:

5.1.1. The Purchaser shall pay 30 % from a total purchase price in form of advance payment. The Seller shall issue an advance invoice for a respective purchase price part in 5 calendar days following the Purchase Agreement conclusion with maturity of 7 calendar days from a date of issue.

- 5.1.2. The Purchaser shall pay remaining 70 % from a total purchase price prior to the Products dispatch. The Seller shall issue an invoice for a respective purchase price part with a maturity term prior to the Products dispatch.
 - 5.1.3. The Seller is not obliged to hand over the Products to the Purchaser before full advance payments covering.
 - 5.2. The Purchaser is obliged to pay the purchase price to the account designated by the Seller in the order confirmation, in the Purchase Agreement, in appropriate invoice, or to pay it in cash at the cashier's desk of the Seller.
 - 5.3. A tax document (invoice) should contain in addition to designation of the Contracting Parties and particulars defined in appropriate legal regulations, also the following as minimum: a number of designation of the order confirmed by the Seller, or number of a Partial Purchase Agreement, date of taxable supply (i.e. a day of the Products delivery). Formal shortages in a tax document (invoice) have no impact to the purchase price maturity.
 - 5.4. Always a day the financial means corresponding to the purchase price are credited to the Seller's account, or paid in cash at the Seller's cash office, is deemed to be a day of meeting the Purchaser's obligation to pay a purchase price to the Seller.
 - 5.5. In case the purchase price maturity is agreed in installments, and the Purchaser fails to cover properly and timely any of the installments, the Seller shall be entitled to require prompt payment of the whole and up to then not paid remaining amount of the agreed purchase price.
 - 5.6. In case the Purchaser is in any delay in its obligation to cover the purchase price agreed in the Purchase Agreement, the Purchaser shall be obliged to pay the Seller a default interest in the amount of 0.05 % from a due amount for each day of delay, as well as contractual penalty in the amount of 0.05 % from a due amount for each day of delay. A contractual penalty covering shall be without any prejudice to a right for full compensation of damages.
 - 5.7. Bank charges related to the purchase price payment shall be covered by the Purchaser. No payment according hereto may be reduced by such bank charges.
 - 5.8. If a purchase price according to the Purchase Agreement is to be covered in form of a documentary letter of credit, the Purchaser undertakes to agree with a bank that issues the respective letter of credit to the benefit of the Seller that the bank is obliged to provide the Seller with payment based on the invoice issued in accordance with the present GTTC while no confirmation is needed to be made by the Purchaser, and, if applicable, based on other documents specified in the Purchase Agreement. The Purchaser is obliged to provide that the bank issuing the letter of credit to the benefit of the Seller notifies the Seller in writing of the letter of credit issue in two (2) weeks from the Purchase Agreement conclusion, otherwise the Seller shall be entitled to suspend the Purchase Agreement performance until receiving such notification of issue of the letter of credit. If the Seller does not receive such notification from the bank within the mentioned term, the Seller shall be entitled to withdraw from the Purchase Agreement.
- 6. Time and place of the products delivery**
- 6.1. The Seller is obliged to hand over the Products to the Purchaser according to a delivery term INCOTERMS 2010: FCA Bohumín – factory of the Seller, the Czech Republic, if not agreed upon otherwise between and by the Parties in the Purchase Agreement.
 - 6.2. The Seller is obliged to hand over the Products at time defined in the Partial Purchase Agreement. If the Partial Purchase Agreement stipulates the Seller's obligation to hand over the Products in some deadline or in some time period, the Seller is entitled to hand over the Products in any day within such defined time period. In such case, the Seller is obliged to call the Purchaser to take over the Products, or to provide necessary co-activity to the Products handover, one (1) day at the latest in advance. If the Partial Purchase Agreement stipulates the Seller's obligation to hand over the Products as to some particular deadline within a defined time period determined by the Purchaser, the Purchaser is obliged to notify the Seller of a particular Products handover/takeover day in writing or by e-mail five (5) business days in advance at the latest.
 - 6.3. The Seller is entitled to retain the Products provided the Purchaser has any overdue debt to the Seller.
 - 6.4. If not stated otherwise herein or in the Purchase Agreement, the Products transport shall be arranged by the Purchaser at its own cost.

- 6.5. If the Products transport is arranged by the Purchaser, the Seller undertakes to hand over the Products to the Purchaser or to a carrier provided by the Purchaser at the Seller's seat (performance place) during a business day determined according to Article 6.2 herein, particularly within a time period from 6.00 to 14.00 o'clock. If a holiday or a first day in a month is agreed as a day of handover, the Seller shall be obliged to hand over the Products to the Purchaser or to a carrier provided by the Purchaser on the nearest following business day. A Products handover moment is deemed to be a moment when the Seller enables the Purchaser or to a carrier provided by the Purchaser to dispose of the Products, if not agreed upon otherwise in the Purchase Agreement.
- 6.6. The Purchaser is obliged to take over the Products delivered by the Seller at a performance place and time. The Purchaser is obliged to provide the Seller with any co-activity needed to meeting the Seller's obligation to hand over the Products to the Purchaser in accordance with the Purchase Agreement. In case the Purchaser arranges the Products transport, it is obliged particularly to arrange properly and timely appropriate carriers so that corresponding transport means are always provided at the performance place and in the course of the performance, and so that the Purchaser's carriers will properly and timely take over the Products in order to deliver the Products to the Purchaser, i.e. the Seller can hand over the Products.
- 6.7. If the Purchaser breaches its obligation of co-activity and/or obligation to take over the Products, and, because of that, the Seller does not hand over the Products to the Purchaser in accordance with the Purchase Agreement, such case shall not be deemed to a breach of the Purchase Agreement by the Seller. In such case, the Products shall be stored by the Seller at cost of the Purchaser. The storage cost equals 0.5 % from a purchase price of not taken over Products excluding VAT for each commenced day of storage. The storage cost shall be covered by the Purchaser to the Seller subject to a related invoice issued by the Seller. The Seller is obliged to notify the Purchaser of such Products storage and require co-activity and Products takeover in additional period of two (2) weeks. If the Purchaser fails to provide necessary co-activity and/or fails to take over the Products in such defined period, the Seller shall be entitled to withdraw from the Purchase Agreement, and the Purchaser shall be obliged to pay the Seller a contractual penalty in the amount of 30 % from the purchase price of the not taken over Products excluding VAT agreed in the Purchase Agreement. A contractual penalty covering shall be without any prejudice to a right for full compensation of damages.
- 6.8. In case the Products transport is arranged by the Seller, the Purchaser shall be obliged to arrange the Products unloading in business days at least at time from 8.00 till 18.00 o'clock, particularly in two (2) hours from a truck arrival at the agreed delivery place.
- 6.9. In case the Products transport is arranged by the Seller, and such transport is cancelled due to reasons on the side of the Purchaser, the Purchaser shall be obliged to pay the Seller a full compensation of damages.
- 6.10. The Purchaser is obliged to arrange at its own risk and cost import license or other official permits, meet all customs and other administrative duties needed for the Products import to an agreed delivery place, and cover customs duty, taxes, fees and other expenses related to these acts.

7. Packages and material safety data sheets

- 7.1. The Seller undertakes to deliver the Products in usual packages so as to avoid any damage to the Products in the course of transport. The Purchaser is obliged to notify the Seller of any Products damage occurred in the course of transport due to insufficient packaging, immediately after the Products takeover from the carrier.
- 7.2. Safety Data Sheets of substances and mixtures that are contained in the Products and are subjected to the Regulation of the European Parliament and Council (EC) No. 1907/2006, are presented on websites of the Seller: www.viadrus.cz in the section titled "Documents to download".

8. Assignment of the Products title and risk of damage

- 8.1. A title to the Products shall be assigned to the Purchaser only upon a moment of its full purchase price payment. Till the moment of complete purchase price payment, the Purchaser is not entitled to assign its title to the Products to any third person.

- 8.2. A risk of damage to the Products shall be assigned to the Purchaser upon a moment of the Products handover by the Seller pursuant to the Article 6 herein.

9. Further Products export restrictions

- 9.1. The Purchaser buys the Products from the Seller for a purpose to use and/or resell it especially to third persons with a registered office or acting at the territory of a country the Purchaser's seat is registered in, or at territory of another country if explicitly agreed upon between and by the Parties (all that further herein just as the "**Defined Territory**"). Therefore, the Purchaser shall develop its business activity regarding the Products of the Seller especially at the Defined Territory.
- 9.2. If the Products are exported out of the Defined Territory, the Seller shall assume neither any liability for defects to the Products nor any guarantee for the Products quality. Neither the Purchaser nor any of its business partners and customers are entitled in any case to claim any cost against the Seller regarding assertion of any right due to damages, guarantee rights or indemnification in relation to the Products occurring out of the Defined Territory.
- 9.3. If the Products are exported out of the Defined Territory, the Seller shall bear no liability for the Products compliance with requirements for their placing in the market and sales; this is the responsibility of the Purchaser. In case any damages or cost occur on the side of the Seller or third persons or any sanction is imposed due to failure to meet the requirements, the Purchaser undertakes to fully indemnify the Seller and third persons for such damages and cost and compensate them imposed sanctions, if any.

10. Force majeure, performance obstacles

- 10.1. Either Contracting Party assumes no liability for complete or partial breach of any contractual obligation provided it proves it was prevented from its meeting either temporarily or permanently due to some extraordinary unforeseeable and unavoidable obstacle occurring independently on the Party's will ("Force Majeure event").
- 10.2. A Contracting Party affected by a Force Majeure event is obliged to inform the other Contracting Party of that fact immediately, however, in one (1) week in writing at the latest. In the same way, the appropriate Contracting Party is obliged to inform the other Contracting Party in the same period in writing of a particular Force Majeure event termination.
- 10.3. In case a Force majeure event takes continuously more than three (3) months at side of a respective affected Contracting Party, the Seller's obligation to hand over the Products to the Purchaser, and, simultaneously, the Purchaser's obligation to take over the Products which performance term falls in a period of the Force majeure event duration, expires. If the Force Majeure event takes less than three (3) months at side of a respective affected Contracting Party, a performance term shall be extended by such Force Majeure event term.

11. Quality guarantee and rights due to wrong performance

- 11.1 The Seller shall deliver the Purchaser the Products in quantity, quality and workmanship agreed upon in the Partial Purchase Agreement.
- 11.2 The Seller grants the Purchaser a guarantee for the Products quality for a period of two (2) years from the Products handover to the Purchaser. The guarantee shall only apply if all interventions, changes and / or repairs of the Products are performed by authorized service personnel.
- 11.3 Further, the Seller is liable for any potential defects of the Products present at time of the risk of damage transfer to the Purchaser. If not agreed upon otherwise in the Purchase Agreement, rights and obligations of the Contracting Parties shall be governed by provisions of the Civil Code.
- 11.4 A quality guarantee does not apply to defects caused by external events (such as Force Majeure events) not caused by the Seller or persons with whom the Seller met his obligations. A quality guarantee does not apply to the Products defects occurring due to usual wear and tear, defects incurred due to improper storage or service, insufficient maintenance, and, further, defects arising as a consequence of operation in contrary to safety regulations, technical documentation, instructions to installation and service/operation and/or instructions of the Seller, as well as to defects incurred due to any breach of commonly binding legal regulations, or incurred as a consequence of any interventions, changes or repairs of the Products without a prior consent granted by the Seller.

11.5 The Purchaser is obliged to enforce his claim at the Seller due to the Seller's liability for the Products defects or according to the Products quality guarantee without any unreasonable delay after having detected a respective complained defect, or when he should or could detect such defect in the course of proper use in due diligence, however, at the latest:

- In two (2) business days from a day of the Products handover in case of quantity and evident defects;
- In five (5) business days from a detected defect in case of latent defects.

The Purchaser is obliged to deliver a notice of a found defect to the Products (hereinafter just the "**complaint**") to the Seller by delivering the Seller a completed Complaint Report (in form presented on websites of the Seller www.viadrus.cz in the section "Documents to download" → "Others") either in a paper form to the address of its registered office, or in electronic form to the address reklamace@viadrus.cz. If the Purchaser intends to exercise its right to elect a claim related to faulty performance, the Purchaser is obliged to make such choice simultaneously with notification of such defect, and state it in the Complaint Report. If the Complaint Report is not completed fully, readably and properly, such notification shall be deemed not to be made properly, and no rights due to faulty performance or rights following from a guarantee shall be exercised.

11.6 The Seller is obliged to notify the Purchaser in thirty (30) days from a complaint receipt whether accepts the complaint as justified. Together with that, the Seller is entitled to give instructions to the Purchaser regarding the Products use and storage till such defect elimination.

11.7 The Purchaser is obliged to observe Seller's instructions imposed pursuant to provisions of Article 11.6 herein till the respective defect elimination. If the Purchaser fails to do so, the Purchaser shall bear responsibility for any further potential defects, losses, or any other harm incurred to himself, Seller, and/or third persons due to the complained Products use.

11.8 The Seller is obliged to remove justified Products defects in a reasonable period depending on its organization and technical possibilities, if not agreed upon otherwise between and by the Contracting Parties.

11.9 The Seller is obliged to compensate the Purchaser for harm incurred due to the defect to the Products the Seller bears liability for, however, only to the extent of real damage without any right for lost profit compensation, and without any right for financial harm compensation, to the maximum amount of a value of the Product due to which such harm or damage occurred. This provision does not apply to any harm caused to anybody regarding one's natural rights or harm caused intentionally or due to gross negligence.

12. Withdrawal from the Purchase Agreement

12.1. The Seller is entitled to withdraw from the Purchase Agreement in any of the cases set in the Civil Code, and also in any of the following cases:

- The Purchaser is in bankruptcy or threatening bankruptcy,
- Execution procedures have been commenced against the Purchaser; or
- The Purchaser breaches some of its duties following from the Purchase Agreement and fails to make remedy even in additional reasonable term provided to it by the Seller either explicitly or implicitly

12.2. The Purchaser is entitled to withdraw from the Purchase Agreement only in any of the cases defined in the Civil Code.

12.3. Upon delivery of the Purchase Agreement withdrawal notice to the other Contracting Party, any and all up to then not met obligations of the Contracting Parties following from a respective Purchase Agreement become null and void since the beginning, if not set forth otherwise in the present GTTC, Distribution Agreement, or in the Partial Purchase Agreement. A withdrawal from the Purchase Agreement is without any prejudice to the Purchaser's obligation to pay the purchase price of the Products handed over by the Seller till a moment of the withdrawal.

13. Other provisions

- 13.1. If in connection with the Purchase Agreement personal data being transferred by one Party to the other Party, the Party which is the recipient thereof undertakes to process such personal Data or to transfer it to third parties (unless agreed otherwise) only for the purposes of performance of the Purchase Agreement, for compliance with a legal obligation or to protect its legitimate interests. The receiving Party undertakes to process personal data no longer than is necessary for the purposes for which the personal data are processed and then to erase them.
- 13.2. The Purchaser is not entitled to assign or pledge either fully or partially any of its receivables from the Purchase Agreement to any third person without a prior written consent given by the Seller.
- 13.3. The Purchaser is not entitled to assign the Purchase Agreement, neither completely nor partially, to any third person without a prior written consent given by the Seller.
- 13.4. The Purchaser is not entitled to set off unilaterally any of its receivables against the Seller.
- 13.5. Upon the Purchase Agreement conclusion, the Purchaser assumes a risk of change in circumstances in the meaning of provisions of § 1765, Civil Code.
- 13.6. If not agreed upon otherwise between and by the Parties, a contractual penalty and default interest shall be payable in fourteen (14) calendar days from a day of delivery of a written notice to cover them.

14. Final provisions

- 14.1. The Purchase Agreement may only be changed in the form of written amendment signed by authorized representatives of the Purchaser and Seller.
- 14.2. The application of provisions of § 1740 Par. 3 and § 1744, Civil Code, is excluded in relation to the Purchase Agreement conclusion process; further, application of provisions of § 1799 and § 1800 Civil Code, to the contractual relation following from the Purchase Agreement is excluded, and, further, also application of provisions of § 557, Civil Code, for a contractual relation between the Seller and Purchaser, is excluded.
- 14.3. If any provision of the Purchase Agreement becomes invalid or null and void, the impact of such defect to other provisions shall be assessed analogously pursuant to provisions of § 576, Civil Code.
- 14.4. Rights and obligations of the Contracting Parties to the Purchase Agreement shall be governed exclusively by Czech legal regulations, particularly by the Act No. 89/2012 Coll., Civil Code, as amended. The application of conflict of law provisions and Vienna Convention on Contracts for the International Sale of Goods is excluded.
- 14.5. All disputes arising from the Purchase Agreement and/or in connection with it shall be finally decided with the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic according to its Rules by three arbitrators in accordance with the Rules of that Arbitration Court.
- 14.6. Provisions in the Purchase Agreements different from the present GTTC shall be applied preferably.
- 14.7. The Seller is entitled to amend the GTTC unilaterally anytime.
- 14.8. The General Trade Terms and Conditions of the company VIADRUS a.s., in the version 2/2018, valid since 25th May 2018, become null and void from the date the new version of the GTTC becomes valid and effective.