



General Terms and Conditions

I. General Provisions

The legal relations between STEINEX a.s. as the Seller and its customers as the Buyer are regulated by these General Terms and Conditions of STEINEX a.s. (hereinafter referred to as "GTC").

The Seller:
STEINEX a.s.
with its registered office at Zámecká 2019/13, 663 34 Kuřim
ID No.: 293 75 134
registered in the Commercial Register maintained by the Regional Court in Brno, file no. B 6755
mailbox: rasmm9b
Telephone no.: +420 800 199 911
E-mail: info@steinex.cz
(hereinafter also referred to as the "Seller")

The Buyer:
A natural person-entrepreneur or legal entity that purchases goods from the Seller by placing an order, hereby accepts these GTC.
(hereinafter also referred to as the "Buyer")

(The Seller and the Buyer are hereinafter jointly referred to as the "Parties" and each individually as a "Party").

By creating an Order, the Buyer confirms that it has read the full text of these GTC and agrees to their wording without reservation. These GTC form an integral part of the executed agreement.

Legal relations not expressly regulated by these GTC are governed by the relevant provisions of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter also referred to as the "Civil Code").

The Buyer received a copy of the GTC as an annex to the Framework Purchase Agreement for the supply of goods.

The special provisions on the sale of goods in stores will not apply to the regulation of the relationship between the Seller and the Buyer (entrepreneur), with the exception of the provisions of Section 2160, which will expressly apply to the relationship between the Seller and the Buyer - entrepreneur. Furthermore, the provisions on obligations under contracts made with consumers (Chapter 4 of the Civil Code), in particular the provisions of Section 1829 et seq. of the Civil Code, do not apply to the relationship between the Seller and the Buyer (entrepreneur). For the relationship between the Seller and the Buyer (entrepreneur), the provisions of Section 1924 of the Civil Code are expressly excluded; the Buyer (entrepreneur) is not entitled to reimbursement of costs reasonably incurred in the event of a complaint. Furthermore, the Buyer (entrepreneur) is not entitled to compensation for damages caused by a defective product in accordance with Section 2943 of the Civil Code or otherwise causally linked to the product. The Consumer

Protection Act (No. 634/1992 Coll.) does not apply to the relationship between the Buyer (entrepreneur) and the Seller.

II. Execution of an Agreement

To make a purchase agreement, the Buyer sends an order by e-mail to the following address: objednavky@steinex.cz or to the address of the Seller's responsible sales representative.

The Buyer must check all the data it has entered/selected when creating the order. The Seller will not be liable for any errors in data transmission.

Orders may also be placed by telephone at 800 199 911, 541 212 065 or by electronic data interchange ("EDI").

An order must be delivered by the Buyer to the Seller in accordance with the delivery days assigned and duly notified by the Seller to the Buyer. For orders with next day delivery, goods can only be ordered every weekday from 7am to 3pm.

An order must contain in particular:

- a) precise identification of the Buyer, including the name and address of the specific establishment;
- b) the name of the goods selected from the Seller's assortment;
- (c) the unit of quantity ordered and the quantity ordered;
- (d) the date and time of delivery;
- (e) the delivery point for delivery of the goods;
- (f) any specifications relating to the goods (finishing, packaging, etc.).

The agreement is made upon the Seller's confirmation of the Buyer's order in writing by e-mail or by phone.

In cases where the Seller is not able to satisfy the Buyer's requirement specified in the order as to the assortment, quantity or deadline, the Seller must negotiate with the Buyer a specification of the scope of the purchase agreement as soon as the Seller becomes aware of that. In such case, the purchase agreement is made only upon mutual approval of the specified order.

The resulting agreement (including the agreed price) may only be amended or cancelled by agreement of the Parties or for statutory reasons, unless otherwise provided by the GTC.

III. Delivery of the Object of Purchase

By a purchase agreement, the Seller agrees to hand over to the Buyer the thing which is the object of the purchase and to allow the Buyer to acquire the ownership right to it, and the Buyer agrees to take over the thing and to pay the Seller the purchase price.

Each delivery must be accompanied by a delivery note or an invoice that also serves as a delivery note, where either of which must contain:

- (a) the serial number of the delivery note;
- b) identification of the Seller;

- c) identification of the Buyer;
- (d) the place of delivery / collection point;
- (e) the precise determination of the object and quantity of the supply;
- (f) the date and, where applicable, the time of handover and acceptance of the delivery.

The Seller agrees to deliver the goods at the destination and within the time agreed in the order. The delivery dates are governed by the Seller's applicable logistics plan, unless otherwise agreed.

The Seller reserves the right of ownership of the thing, and therefore the Buyer becomes the owner only upon full payment of the purchase price.

The Seller will hand over the thing to the Buyer, as well as the documents relating to the thing, and allow the Buyer to acquire ownership of the thing in accordance with the agreement.

The Seller performs the obligation to hand over the thing to the Buyer if the Seller allows the Buyer to dispose of the thing at the place of performance.

The Seller will hand over the object of purchase to the Buyer in the agreed quantity, quality and design.

The Seller must deliver the goods in the quantity, quality and design as ordered by the Buyer and must pack or arrange them for transportation in the manner specified in the order or product specification. The Buyer confirms receipt of the goods by an imprint of its stamp (if used by the Buyer) and legible signature of its authorized employee on the delivery note or invoice.

If the Buyer refuses to accept the faultless performance of the delivery under the agreed terms and conditions provided in the agreement, it will be conclusively presumed, for the purposes of the agreement, that the Seller has delivered the object of performance to the Buyer under the terms and conditions in accordance with the purchase agreement. In such case, the Buyer agrees to pay the full price of the ordered and uncollected goods.

The Buyer must check carefully upon receipt of the goods whether the delivered quantity corresponds to the values stated on the delivery note or invoice. The Buyer must also immediately upon receipt of the goods check all apparent defects of the goods, especially sensory properties (if possible) and the integrity of the packaging of the products (damaged packaging, loose vacuum, etc.). These apparent defects must be recorded in the Seller's complaint form or delivery note and confirmed by both the Buyer and the Seller (e.g. the Seller's driver). Any complaints of the above nature made after receipt of the goods may be rejected by the Seller as untimely and unjustified.

The transport packaging in which the products are delivered is the property of the Seller and may not be used for purposes other than handling the Seller's sausages and other products and it is returnable. The Buyer returns clean, empty and undamaged packaging upon delivery of the products. If the Buyer does not return the packaging in the same quantity upon taking delivery, this fact will be visibly marked on the delivery note, and the Buyer agrees to return the quantity of packaging not yet returned at the next delivery. The Buyer must return all transport packaging on the date of termination, if any, of deliveries / contractual relationship / or at the Seller's request. If the packaging is not returned at the Seller's request, the Buyer agrees to reimburse the Seller for the cost price of the packaging. The Seller agrees to take back all packaging immediately upon each delivery.

In the event of reimbursement, the following prices for returnable packaging are determined:

- a) CZK 300 for E2 crate
- b) CZK 2500 for H1 pallet
- c) CZK 500 for EUR pallet

The Seller reserves the right to refuse to accept dirty or damaged returnable packaging. In case of doubt, the Seller will be presumed to have delivered the goods in undamaged packaging. Crates in which unpackaged goods (e.g. meat) have been delivered can be returned uncleaned to the driver upon delivery.

IV. Passing of Risk of Damage

The risk of damage passes to the Buyer upon acceptance of the respective thing. The same consequence will also occur if the Buyer fails to take over the thing, although the Seller has allowed the Buyer to dispose of the thing.

The Buyer's obligation to pay the purchase price will not be concerned by any damage to the thing, which has occurred after the risk of damage to the thing has passed to the Buyer.

Upon a Party's delay in taking over the thing, the other Party becomes entitled to sell the thing on the account of the delaying Party in an appropriate manner, after giving the delaying Party a reasonable additional period of time to take over the thing. This will also apply if a Party is in default on any payment upon which the delivery of the thing is conditional.

V. Quality and Quantity of Goods

The Seller is responsible for the quality and quantity of the goods in each delivery.

The quantity of goods means the acceptance by weight or quantity of the goods delivered.

In the event of delivery of goods that do not correspond to the quality ordered or if the quantity of the delivered goods is larger than ordered, the Buyer may return the goods to the Seller at the Seller's expense.

The Seller agrees to provide the Buyer with all product data as provided by the generally binding legal regulations and provisions.

The Seller agrees to provide the Buyer with a guarantee for the quality of the sold goods for the duration of the shelf life of the delivered goods marked on their packaging. For the said period, the Seller agrees to the Buyer that the goods will be fit for their usual purpose and will retain their usual characteristics.

The Buyer agrees to take care of the delivered goods in accordance with their nature and in accordance with the storage conditions on the label or specification sheet, thereby completely eliminating their deterioration or shortening of the minimum shelf life due to poor storage and offering of the goods.

VI. Complaint Procedure

The rules for making complaints of the goods are provided in these GTC, while reflecting the fact that the Seller is a supplier of meat, butcher and sausage products, i.e. perishable goods.

A thing is defective if it does not have the agreed characteristics. A performance by a different thing and defects in the documents necessary for the use of the thing are also considered to be defects.

The Buyer's right from defective performance is based on the defect that the thing has when the risk of damage passes to the Buyer, even if it becomes apparent only later. The Buyer's right will

also be established by a defect occurring later which was caused by the Seller's breach of obligations.

The Buyer will notify the Seller immediately by phone on any obvious defects, which by their nature can be detected immediately upon receipt by external inspection at the place of delivery, and the Buyer will agree with the Seller on a subsequent solution. In the event that no agreement is reached in the resolution of a complaint, the Buyer has the right to reject and not to accept the delivery. The Seller does not have to accept any additional complaints.

In the event of discovery of latent defects, but no later than the expiry date indicated on the product label, the Buyer is obliged to immediately contact the Seller by telephone or in writing and agree with the Seller on a subsequent solution. Any complaints of latent defects made after this period will not be accepted by the Seller.

When resolving a complaint, the Buyer must:

- specify the goods precisely by name and batch number;
- indicate the expiry date (or provide a photograph of the product label);
- describe the nature of the defect;
- provide photo documentation of the defective goods (if the nature of the defect allows it);
- prove that the goods have been stored and handled according to the conditions stated on the product label. In case of doubt, the Seller reserves the right to reject the complaint as unjustified.

The Seller is not obliged to settle complaints within 30 days of making the respective complaint. Complaints will be settled in a timeframe according to the Seller's capabilities.

In the event of an acknowledged complaint, the Buyer is entitled to the following methods of resolving the complaint:

- Reasonable discount on the price;
- Return of goods and delivery of new goods;
- Withdrawal from the purchase agreement.

VII.

Prices

The prices listed for each product are exclusive of VAT at the statutory rate.

The Seller reserves the right to change the price of the goods. The Seller must notify the Buyer of price changes no later than 5 working days before the agreed delivery date.

VIII.

Payment Terms

Payment of the agreed price of the goods is based on the following rules:

- Wire transfer. Upon delivery of the goods, the Seller will issue an invoice with a maturity agreed between the Buyer and the Seller. The maximum maturity is 30 calendar days from delivery to the Buyer.
- Cash on delivery.

In the event of delay of the Buyer with payment of the price of goods in the agreed term, the Seller may claim from the Buyer a contractual penalty of 0.2% of the purchase price excluding

VAT for each day of delay. The Seller's right to interest on late payment at the rate provided by the applicable laws for each day of delay is not thereby affected.

IX. Force Majeure

Force majeure will be considered to be circumstances beyond the control of and independent of the Parties. In the event of force majeure, the Party affected by it will not be liable for any delays or damages caused by force majeure (natural event, official intervention, supplier outages caused by war or epidemic, etc.), and therefore, the other Party will not be entitled to claim payment of contractual penalties, interest for late payment or damages or withdraw from the agreement in such a case.

The Buyer will provide the Seller with the necessary cooperation in removing or mitigating the consequences of force majeure.

For the duration of force majeure, which prevents either Party from properly and timely fulfilling its obligations, the terms agreed in this agreement will be automatically extended upon notification of that Party to the other Party, and both the Buyer and the Seller will be obliged to agree on a reasonable change in the time of performance under this agreement.

X. Personal Data Protection

Information on data protection is available at: <https://steinex.cz/ochrana-osobnich-udaju>

XI. Final Provisions

The provisions set out in the order prevail over the provisions of the GTC.

If any provision of the GTC is or becomes ineffective, the invalid provision will be replaced by a provision whose meaning is as close as possible to the invalid provision. By the invalidity or ineffectiveness of a provision, the validity of the remaining provisions will not be concerned.

These General Terms and Conditions become effective as of 1 June 2023