

GENERAL TERMS AND CONDITIONS OF DATRIA s.r.o.

1. GENERAL PROVISIONS

- 1.1. These General Terms and Conditions (hereinafter referred to as the "GTC") are an integral part of all contractual relationships, business dealings and contracts (hereinafter individually or collectively referred to as the "Contract" or "Contracts"), the subject matter of which is the delivery of technological units of plastics technologies, other engineering technologies, and/or the installation of equipment/technologies or parts thereof, entered into on the side of the seller or contractor by DATRIA s.r.o., Company ID No.: 04261763, with its registered office at Dašická 1185, 537 01 Chrudim, registered in the Commercial Register maintained by the Regional Court in Hradec Králové under file No. C 35506 (hereinafter referred to as "DATRIA" or the "Seller"), and on the other side by the buyer or customer (hereinafter referred to as the "Buyer"), and these conditions shall apply unless otherwise stated in the Contract being concluded. If the Buyer is a consumer, only those provisions of the conditions which do not conflict with the provisions of the Civil Code intended for the protection of consumers shall apply.
- 1.2. The Seller is entitled to unilaterally amend or update these General Terms and Conditions. However, any amendment or update of the GTC shall not apply to Contracts already concluded, unless expressly agreed otherwise between the contracting parties. For a specific contractual relationship, the version of the GTC effective on the date of conclusion of the relevant Contract shall be decisive, unless expressly agreed otherwise in the Contract.
- 1.3. Provisions of the Contract which deviate from the conditions shall prevail.
- 1.4. In these conditions and in the provisions of the Contract, the following terms shall have the meaning set forth herein:
 - **Contract** means an order made by the Buyer in writing and delivered to the Seller (an email without a qualified electronic signature shall suffice if it is clear from the content of the email who makes it and on whose behalf), accepted in writing by the Seller (an email without a qualified electronic signature shall suffice if it is clear from the content of the email who makes it and on whose behalf), or an offer made by the Seller in writing and delivered to the Buyer (an email without a qualified electronic signature shall suffice if it is clear from the content of the email who makes it and on whose behalf), accepted in writing by the Buyer (an email without a qualified electronic signature shall suffice if it is clear from the content of the email who makes it and on whose behalf), in which order or offer at least the identification of the Seller and the Buyer, provisions concerning delivery and, where applicable, also the installation of the equipment or part thereof, including the price of delivery and, where applicable, also the installation of the equipment or part thereof excluding VAT, the date and place of performance, and all annexes shall be stated.
 - **Price** means the price agreed in the Contract for the sale of the equipment and, if the Contract provides for an obligation of the Seller to also carry out the installation of the equipment, also the price for its installation. The price does not include the price of transporting the equipment from the equipment manufacturer's plant to the place of performance, nor the costs charged by the equipment manufacturer to the Seller for packaging, nor customs duty, where such additional costs (transport, packaging and customs duty) are invoiced by the Seller to the Buyer according to the actual amount.
 - **In writing** means recording information in a permanent, transferable form in a document signed by both parties, or sending it by registered mail, or by email with a qualified electronic signature or without a qualified electronic signature, provided that it is clear from the content of the email who makes it and on whose behalf.
 - **Equipment** means all equipment, components and materials supplied by the Seller to the Buyer under the Contract.
 - **Installation** means the installation of the equipment supplied by the Seller to the Buyer under the Contract at the place designated by the Buyer and the commissioning of the equipment.

- **Commissioning of the equipment** means verification of the faultless functionality of the equipment after its installation.
- **Performance date** means the day on which, pursuant to the Contract, the equipment is to be delivered at the latest and, if the installation of the equipment has been agreed in the Contract, the day on which the installation of the equipment and the commissioning of the equipment are completed.
- **Place of Performance** means the place of delivery of the equipment or the place of installation of the equipment specified in the Contract.

1.5. The Purchaser shall check the correctness of the order confirmation without undue delay after receiving it. If the Purchaser identifies any discrepancy between its purchase order and the order confirmation, or if the Purchaser does not agree with any of the terms and conditions set out in the order confirmation, the Purchaser shall be entitled to reject such order confirmation in writing, no later than within 3 business days of its receipt. If the Purchaser does not reject the order confirmation in writing within the above-mentioned period, the confirmed purchase order shall be deemed valid and binding on both contracting parties, and the Contract shall be deemed concluded.

1.6. All price offers sent are non-binding and shall become binding only after an order has been placed by the Buyer and, at the same time, such order has been confirmed by the Seller, or upon the signing of the Contract by both parties.

1.7. By concluding the Contract between the Buyer and the Seller or by sending an order by the Buyer to the Seller, the Buyer simultaneously agrees to the wording of these GTC and these GTC become binding upon the Buyer. The valid wording of the GTC is available at [Download | Datria s.r.o.](#) .

2. TECHNICAL DOCUMENTATION OF THE EQUIPMENT, INSTALLATION DIAGRAMS

2.1. The technical documentation of the equipment is owned by the Seller who submitted it and may not be used by the other party for any purpose other than the performance of the Contract. If this provision is breached by the Buyer, the other party shall have the right to demand a contractual penalty in the amount of 40% of the price stated in the Contract. If the Contract is not concluded, or after the performance of the Contract, the Buyer who received the technical documentation shall be obliged to return it to the other party.

2.2. The Buyer is obliged to provide the Seller sufficiently in advance before the performance date with the necessary cooperation consisting in the provision of the technical documentation of the equipment and in the provision of the installation diagram, etc., so that the Seller is able to deliver the equipment to the Buyer within the performance date, including installation and commissioning of the equipment, if this has been agreed in the Contract.

2.3. If the delivery of the equipment includes the Seller's Software, such software, including the source code, is the exclusive property of the Seller and the Buyer may use such software only in accordance with the use of the delivered equipment which is the subject of the concluded Contract. The Buyer may not further distribute, modify or copy such software in any way.

3. PURCHASER'S COOPERATION

3.1. The Buyer is obliged to provide the Seller with all necessary cooperation for the delivery of the equipment to the place of performance, for its installation and for the commissioning of the equipment, consisting in particular of the obligation to accept the equipment from the Seller or the carrier, to inspect its faultless condition and absence of damage upon acceptance, to enable the

Seller to install the equipment and commission the equipment, and to provide it for this purpose free of charge with an appropriate quantity of test material and furthermore to provide free of charge the possibility of drawing electricity, compressed air and process water at the place of performance.

- 3.2.** The Buyer is obliged to ensure that the conditions necessary for the installation and commissioning of the equipment are met at the place of performance, in particular to ensure the constructional and technical readiness in due time and to provide cooperation for the delivery and installation of the equipment, including the disposal of used packaging and waste generated during installation.
- 3.3.** The Buyer is obliged to ensure the place of performance in such a way that the Seller's employees are able to commence the installation of the equipment and work in such a way that they meet the performance date, in particular the Buyer is obliged to ensure that they can work during normal working hours on working days at least from 07:00 to 17:00.
- 3.4.** The Buyer is obliged to inform the Seller in writing sufficiently in advance before commencing the installation of the equipment about the safety regulations applicable at the place of performance.
- 3.5.** The Buyer is obliged to ensure that the Seller's employees have access to sanitary facilities, i.e. a toilet and a washbasin with hot water.
- 3.6.** The Buyer is obliged to allow the Seller free of charge to store the equipment and tools of the Seller's employees necessary for the installation of the equipment at the place of performance in a lockable room ensuring the protection of the equipment and tools until the installation of the equipment and commissioning of the equipment are completed.
- 3.7.** In the event that the Buyer does not provide the Seller or its employees with the cooperation specified in the conditions or in the Contract for the delivery of the equipment, for its installation or for the commissioning of the equipment, the performance date shall be extended by the period during which the cooperation was not provided, extended by 5 days, including repeatedly. At the same time, if possible, the Seller shall be entitled to perform the cooperation which the Buyer is to provide under the Contract or the conditions through a third party or itself, but at the Buyer's expense, which the Seller shall include in the price agreed in the Contract. The price in the Contract shall be increased by this amount.
- 3.8.** The Buyer is obliged to reimburse the Seller for the costs incurred by the Seller as a result of the Buyer's failure to provide cooperation.
- 3.9.** If the Buyer refuses to accept the equipment from the Seller or the carrier, the Buyer is obliged to pay all costs associated therewith, in particular the transport of the equipment from the place of performance, its unloading, storage and loading and its subsequent transport to the place of performance.
- 3.10.** If the delivery of the equipment or the installation of the equipment or the commissioning of the equipment is prevented by any failure or lack of cooperation on the part of the Buyer, the Seller shall be entitled to request the Buyer in writing to fulfil its obligation within a reasonable period and, if the Buyer does not comply with the request, the Seller shall be entitled to withdraw from the Contract, including in part. The Buyer shall then be obliged to compensate the Seller for all losses suffered by it due to the Buyer's failure, in particular to pay compensation for damage and lost profit.

4. COMMISSIONING AND ACCEPTANCE OF THE EQUIPMENT

- 4.1.** If the parties agree in the Contract on the installation of the equipment, the installation of the equipment shall be completed by the successful commissioning of the equipment.
If the installation of the equipment is not part of the Seller's performance under the Contract, the Seller's obligation under the Contract shall be deemed fulfilled upon the handover of the equipment to the Buyer, if it is handed over directly by the Seller, or, in the case of transport of the equipment by a carrier, upon its handover to the first carrier.
- 4.2.** If the Buyer does not accept the subject matter of the Contract for more than 14 days after notification of the final completion and readiness for acceptance of the subject matter of the Contract, the Buyer is obliged to pay the Seller a contractual penalty for each additional day of delay in acceptance in the amount of 0.05% of the total price of the subject matter of the Contract.
- 4.3.** The Seller is obliged to notify the Buyer by telephone (or the employee appointed by the Buyer specified in the Contract) of the date of commissioning of the equipment at least 1 day in advance. Immediately after the successful commissioning of the equipment, the Buyer (or the employee appointed by the Buyer specified in the Contract) is obliged to sign the protocol on the successful commissioning of the equipment and on the acceptance of the equipment. If the Buyer refuses without serious reason to sign the protocol on the successful commissioning of the equipment and on the acceptance of the equipment, the equipment shall be deemed accepted at the moment of the successful commissioning of the equipment.
- 4.4.** The commissioning of the equipment shall be carried out during the working hours specified in Article 3, paragraph 3 of the conditions.
- 4.5.** If the commissioning of the equipment is not successful, the Seller shall remedy the defects without delay. This shall not apply if the defect was insignificant.
- 4.6.** Minor defects which have no effect on the functionality of the equipment shall not constitute an obstacle to the acceptance of the equipment.
- 4.7.** The Buyer is not entitled to use the equipment or any part thereof before its acceptance. If the Buyer does so without the written consent of the Seller, the equipment shall be deemed to have been accepted by the Buyer at the moment when its use commenced.
- 4.8.** As soon as the equipment has been accepted in accordance with the Contract or the conditions, the warranty period for the equipment shall commence on the day following the acceptance of the equipment. Unless otherwise agreed in the Contract or the conditions, the Buyer shall, upon the Seller's written request, issue a certificate stating when the equipment was accepted.
- 4.9.** The Buyer shall confirm the delivery and acceptance of the subject matter of the Contract in the handover protocol or by signing the delivery note, where a list of material or immaterial defects of the subject matter of the Contract may be stated.
- 4.10.** In the event that additional works and other additional costs arise during the implementation of the subject matter of the Contract which were not apparent before the commencement of the implementation, the Seller shall notify the Buyer of this fact immediately in writing, together with a proposal for the price and the date. The Seller shall send the performance of such additional works or costs to the Buyer for approval before their commencement.

5. SELLER'S DELAY

- 5.1.** If the Seller discovers that it will not be able to meet the performance date specified in the Contract, it is obliged to inform the Buyer thereof without delay in writing, stating the reasons for the delay and the new performance date anticipated by the Seller.
- 5.2.** The Seller shall be entitled to unilaterally extend the performance date by a reasonable period if it is unable to meet the original performance date for the following reasons:
- a) force majeure; and/or
 - b) failure of the Buyer or failure of the Buyer to provide cooperation under the Contract and/or the conditions, and/or
 - c) failure of the Seller's supplier to meet the delivery date of the equipment or its parts.

- 5.3.** In the event of failure by the Seller to meet the performance date, the Seller is obliged to pay the Buyer a contractual penalty in the amount of 0.05% per day of the price agreed in the Contract, but not exceeding 5% of the price agreed in the Contract. This shall not apply if the delay in the performance date occurred as a result of any of the reasons stated in the preceding paragraph.

If the delay in the performance date occurred as a result of any of the reasons stated in the preceding paragraph, the Seller shall not be liable for damage incurred by the Buyer as a result of failure to meet the performance date; the Buyer waives its right to compensation for damage for this reason.

6. LIABILITY FOR DAMAGE TO THE EQUIPMENT

- 6.1.** The Seller shall be liable for damage to the equipment which occurs before the transfer of the risk of damage to the Buyer and which occurs as a result of a breach of any obligation of the Seller under the Contract or the conditions. The risk of damage to the equipment shall pass to the Buyer upon delivery of the equipment to the first carrier, without it having to be the first carrier for the transport of the equipment to the place of performance pursuant to the provisions of Section 2123 of the Civil Code. In the case of delivery of the equipment without its handover to a carrier, the risk of damage to the goods shall pass to the Buyer at the moment when the equipment has been accepted by the Buyer or by a person (or third party) authorised by it.
- 6.2.** The Seller shall be liable for damage to the Buyer's property which occurs before the acceptance of the equipment only if it is proven that such damage was caused by a breach of any obligation of the Seller stated in the Contract or in the conditions on the part of the Seller, or by someone for whom the Seller is responsible in connection with the performance of the Contract. However, the Seller shall under no circumstances be liable for production losses, loss of profit, or any other subsequent economic losses. The Buyer waives its right to compensation for damage for this reason. The total compensation for damage for which the Seller is liable in connection with one Contract shall not exceed 20% of the price of the subject matter of the Contract excluding VAT.

7. LIABILITY FOR DEFECTS IN THE EQUIPMENT

- 7.1.** The Seller provides the Buyer with a warranty for the equipment for the period provided by the Seller's supplier for the equipment, and if the Seller's supplier does not provide a warranty for the equipment, the Seller provides a warranty for the equipment for the period specified in the Contract, and if it is not specified in the Contract either, then for a period of 12 months from the

date of acceptance of the equipment by the Buyer.

7.2. The warranty does not cover defects of the equipment:

- caused by improper or unauthorised intervention by the Buyer or third parties,
- which arose through the use of defective material supplied by the Buyer,
- arising from incorrect use,
- arising from normal wear and tear,
- arising from incorrect maintenance or as a result of insufficient maintenance,
- arising from failure to comply with operating regulations,
- arising as a result of an incorrect design solution of the thing of which the equipment has become a part,
- arising from excessive stress,
- arising from chemical and electrolytic or weather effects,
- which arose without fault on the part of the Seller.

7.3. The right to claim defects of the equipment shall not arise in the event that the equipment has minor deviations which have either no effect at all or only a negligible effect on the overall function of the equipment.

7.4. Forequipment requiring professional installation, the warranty applies only to equipment installed by the Seller or persons authorised by the Seller.

7.5. The Buyer is obliged to notify the Seller in writing of obvious defects of the equipment no later than three days after the equipment has been accepted by the Buyer.

If the equipment is damaged during transport, the Buyer is obliged to make a claim due to damage to the equipment during transport immediately upon acceptance of the equipment from the carrier and not to accept the damaged equipment and to inform the Seller thereof in writing, including taking and sending the relevant photographic documentation, no later than within three days.

The Buyer is obliged to notify the Seller of a hidden defect without undue delay after it has discovered it or should and could have discovered it with the exercise of professional care.

7.6. A claim must be made against the Seller in writing within the period specified in the conditions and must contain a description of the defect and how it manifests itself.

7.7. The Seller is obliged to examine the claimed defect of the equipment at the place of performance and the Buyer is obliged to allow it to do so at its request.

If the Seller finds the claim to be unjustified, the Buyer is obliged to reimburse the Seller for the costs of assessing the claimed defect in the actual amount and, if the Seller does not quantify them, in the amount of CZK 10,000 for each case.

7.8. If the defect can be remedied, the Buyer shall always have exclusively and solely the right to have it remedied free of charge, regardless of whether the defect constitutes a material or immaterial breach of the Contract. In the event of an immaterial breach of the Contract, the Buyer shall always have only and exclusively the right to have the defect remedied by repair.

In the event of a material breach of the Contract, in cases where the defect cannot be remedied, the Buyer shall have the right to a discount on the price. By this provision, the parties deviate from the provisions of Sections 2106 and 2107 of the Civil Code. The Seller is obliged to dismantle the equipment to the extent necessary and to reassemble the equipment if special knowledge is required. If such special knowledge is not required, the Seller shall fulfil its obligations concerning the removal of a properly and legitimately claimed defect by supplying the Buyer with the properly repaired or replaced part of the equipment.

8. NON-PERFORMANCE

- 8.1.** Regardless of other provisions in these conditions or in the Contract, each party shall be entitled to suspend performance of its obligations under the Contract if it is apparent from the circumstances that the other party will not be able to perform its obligations under the Contract. The party suspending performance of the Contract is obliged to inform the other party thereof in writing.
- 8.2.** If the Buyer is in default with the payment of a due receivable of the Seller, the Buyer is obliged to pay the Seller a contractual penalty in the amount of 0.05% per day of the amount due and the Seller shall also be entitled to suspend performance under the Contract.
The performance date shall be extended by the period of the Buyer's delay in payment of the Seller's due receivable.
If the Buyer fails to pay the Seller's due receivable even within 30 days from the date of its due date, the Seller shall be entitled to withdraw from the Contract, including in part.

9. PAYMENT OF THE PRICE AND RETENTION OF TITLE

- 9.1.** Unless otherwise agreed in the Contract, the price stated in the Contract is exclusive of VAT. The price of transport of the equipment from the equipment manufacturer's plant to the place of performance, including the costs charged by the equipment manufacturer to the Seller for packaging, shall be added to the price stated in the Contract and, in the event that the equipment is subject to customs duty, customs duty shall also be added to the price stated in the Contract, and this total price shall be due on the basis of a tax document issued by the Seller and delivered to the Buyer, within 14 days from the date of delivery of the tax document to the Buyer. The Seller is entitled to issue the tax document after handing over the equipment to the Buyer.
- 9.2.** The Buyer agrees, in accordance with Section 26(3) of Act No. 235/2004 Coll., to the use of a tax document in electronic form, i.e. its issuance in electronic form and its sending by the Seller to the Buyer's email.
- 9.3.** The Buyer shall become the owner of the subject matter of the Contract only upon its payment to the Seller (retention of title). Until the Buyer becomes the owner of the subject matter of the Contract, the Buyer is obliged to act towards third parties as a non-owner of the subject matter of the Contract.
In the event that the Buyer fails to pay the price within a reasonable period after its due date and the Seller withdraws from the Contract, the Buyer is obliged to return the subject matter of the Contract to the Seller on the second day after the Seller has requested it in writing to do so.
If the Buyer fails to return the subject matter of the Contract within the period specified in the request, the Seller shall be entitled to seek its return by legal means.
The Buyer is obliged to allow the Seller or a third party authorised by the Seller to enter the place of performance for the purpose of dismantling and removing the equipment and to reimburse the Seller for all costs associated therewith.

10. FORCE MAJEURE

- 10.1.** For the purposes of the Contract, circumstances of force majeure which may affect the agreed completion date of the subject matter of this Contract shall be deemed to be extraordinary, objectively unavoidable circumstances preventing the fulfilment of an obligation under this Contract, which occurred after the conclusion of this Contract and cannot be prevented by the Seller, such as natural disasters, strikes, war, mobilisation, uprising, measures as a result of pandemics or other unforeseeable and unavoidable events.
- 10.2.** The contracting party in which a circumstance of force majeure occurs and which wishes to

invoke force majeure in connection with the performance of this Contract is obliged to inform the other contracting party immediately in writing by registered letter of the occurrence of such event as well as of its termination, no later than within 14 calendar days of its occurrence and 14 calendar days of its termination.

Failure to comply with this period shall result in the loss of the right to invoke the circumstance of force majeure.

10.3. The obligations of the contracting parties under these GTC shall be temporarily suspended for the duration of the circumstance of force majeure.

10.4. If the performance of concluded Contracts becomes impossible due to the intervention of force majeure, the contracting parties shall agree on an appropriate amendment to the concluded Contract in relation to the subject matter, price and time of performance of the work by an amendment to the concluded Contract.

If no agreement is reached, either contracting party shall be entitled to withdraw by a unilateral declaration sent by registered letter to the other contracting party.

11. FINAL PROVISIONS

11.1. The Contract, these conditions and all relationships between the Seller and the Buyer arising from them shall be governed exclusively by Czech law.

Relationships not regulated by the Contract and these conditions shall be governed by the relevant provisions of Act No. 89/2012 Coll., the Civil Code, as amended.

11.2. If any provision of the Contract or the conditions is found to be invalid, the other provisions of the conditions and the Contract shall remain valid and only that part to which the reason for invalidity relates shall be considered invalid.

The invalid provision shall be replaced by a new provision which corresponds to the current interpretation of the legal regulations so that the meaning and purpose of these conditions and the Contract are achieved.

11.3. The contracting parties have agreed on a change to the statutory regulation, specifically Section 1888, subsection 2, final sentence of the NOZ, and agree that if the Seller does not expressly consent to the change of the Buyer, it shall be deemed that the Seller has not given its consent.

11.4. The Buyer assumes the risk of a change of circumstances. The contracting parties exclude the provision of Section 2054, subsection 3 of the NOZ between themselves.

11.5. For all disputes arising from the Contract and the conditions and in connection therewith, the court having territorial jurisdiction within the meaning of Section 89a of the Code of Civil Procedure shall be the district or regional court according to the registered office of the Seller.

These conditions shall become valid and effective on 01 September 2026.

DATRIA s.r.o.

Mgr. Dalibor Ježek