



General Terms and Conditions for Sales and Delivery

1. *Scope of Application*

- 1.1. Sales and deliveries of glass Closures for wine bottles VINOLOK (hereinafter “Closures”) and their optional accessory (fixing element, print) by VINOLOK, a.s. (hereinafter “VL”) will be governed by these General Terms and Conditions for Sales and Delivery (hereinafter “GTC”). The Customer hereby confirms to accept these GTC by its order placement or delivery takeover.
- 1.2. Explicit agreements between VL and the Customer are unaffected hereby and prevail over these GTC.

2. *Contract Execution*

- 2.1. Any offers by VL are non-binding. Regardless the way of communication an order becomes binding (a purchase contract for delivery of Closures executed) after VL and the Customer have agreed on every aspect of the order and VL has confirmed the order acceptance in writing. No order can be unilaterally cancelled by the Customer without VL´s approval.
- 2.2. The Customer must inform VL about any changes in its manufacturing processes or the manufacturing processes of users of the Closures that might affect the design and manufacture of the Closures. Any changes in the Closure may lead to changed price and/or delivery deadline and these terms and must be mutually agreed between VL and the Customer.
- 2.3. VL in any case reserves the rights to sales and other documentation (images, drawings, technical parameters) and samples. The Customer is not allowed to provide them for use by third parties without prior consent of VL.

3. *Delivery terms*

- 3.1. Any deadlines including delivery terms are only valid if confirmed by VL and further on condition that the Customer has duly and timely provided VL with all needed information and documentation necessary for the order implementation and timely effected all payments including potential advances.
- 3.2. VL hereby reserves the right to delay a delivery in the case of a delay on the part of the subcontractors outside PRECIOSA Group.
- 3.3. In the case of VL´s delay in Closure delivery even after provision of a reasonable alternative deadline by the Customer the Customer shall be entitled to withdraw from the purchase contract for delivery of the Closures.
- 3.4. If the Customer fails to collect a prepared delivery of Closures within 30 days from planned collection date VL shall be entitled to store the Closures at the cost and risk of the Customer and/or withdraw from the respective contract for delivery of these Closures.
- 3.5. VL shall be entitled to make partial deliveries and partial invoicing for these deliveries.
- 3.6. In the case of occurrence of circumstances caused by force majeure VL shall be entitled to suspend fulfilment of its liabilities until renewal of normal business conditions.





4. *Delivery, Risk Transfer, Insurance*

- 4.1. The deliveries shall be performed EX WORKS pursuant to Incoterms 2000.
- 4.2. The risk of damage shall be transferred onto the Customer at the moment of the consignment handover to a third party for the purpose of transport to the Customer.
- 4.3. The parties can agree differently from the above and apply other conditions pursuant to Incoterms 2000.
- 4.4. If the Customer fails to take the Closures over or returns the Closure without justified reason (including unjustified complaints) the Customer shall be liable to cover all related costs including but not limited to the costs of transport, storage, insurance, customs duty and other fees.

5. *Price and Payment Terms*

- 5.1. The prices shall be EX WORKS unless agreed otherwise.
- 5.2. All prices are exclusive of V.A.T., if applicable.
- 5.3. The payment deadline and bank account are specified in the respective invoices. A payment shall be deemed made as soon as the full amount payable in favour of VL is credited to VL´s bank account. In the case of a delay in an invoice payment VL shall be entitled to charge a delay interest to the Customer in the amount of 0,05% per day applicable for the period from the invoice payment deadline to the date of the actual payment of the full outstanding amount.
- 5.4. In the case of the Customer´s delay in any payment VL shall be entitled, at its sole discretion, to either suspend or cancel any further deliveries without being considered in default in relation to any contract.
- 5.5. The Customer shall not be entitled to retain any payment due to VL or its part on the grounds of any counterclaim except for claims irreversibly acknowledged by a competent court of justice.

6. *Quality*

- 6.1. Product specification is stated in Technical Sheets. Quality and dimension terms including packaging are specified in this document. VL reserves the right to update and change Technical Sheets. VL shall inform the Customer about such updates and changes.
- 6.2. No information published in the catalogues, informative materials etc. can by any means be considered parameters or guarantees of quality.
- 6.3. VL settles complaints according to the procedure pursuant to the Complaint Code. If VL request so the Customer shall be liable to return any defective Closure to VL.
- 6.4. VL shall take no responsibility for quality in cases when Closure defects result from incorrect use of the Closures by the Customer or by the end user.
- 6.5. The warranty period for the Closures is 24 months.

7. *Damage Liability*

- 7.1. VL´s liability is limited to damage to the Closures as such. This limitation does not affect any applicable strict legal responsibility (especially Product Liability) which cannot be validly excluded by agreement.





7.2. The Customer shall be liable to make every effort to inform himself about qualitative parameters of the Closures and instructions for their use and within a reasonable scope to take reasonable measures to prevent or minimise damage.

8. *Product Liability*

8.1. If the Customer sells the delivered Closures, either as they are or adapted or further processed, combined with other goods etc. and a defect occurs that is covered by the Customer 's product liability, giving rise to a third party claim for damage compensation, the Customer shall be liable to compensate VL and hold VL harmless in relation to such third party claims.

9. *Unpaid Closures*

9.1. Closures delivered by VL to the Customer and not fully paid for by the Customer (Unpaid Closures) can be resold by the Customer to its clients. For the purpose of assurance of payment of the purchase price of the Unpaid Closures the Customer hereby transfers onto VL all potential receivables towards its clients for payment of the purchase price of the Unpaid Closures and VL hereby accepts the transfer of receivables. The Customer shall be liable to submit to VL specifications of these receivables including but not limited to identification of the client, amount of the receivable, invoice number and payment deadline etc. within 3 days from issue of the respective invoice to the client.

9.2. The Customer shall be revocably authorised to collect payments for Unpaid Closures. If VL recalls this authorisation then VL shall be entitled to collect the payments itself up to the amount of all outstanding payments for the Unpaid Closures.

10. *Intellectual Property Right*

10.1. PRECIOSA GULF is the owner of all intellectual property rights related to the Closures. The Customer shall not perform any activities threatening intellectual property of PRECIOSA GULF and agrees not to grant any permit for use of intellectual property of PRECIOSA GULF by any third party.

11. *Personal Data Protection (GDPR)*

11.1. VL processes personal data of the Customer in accordance with Regulation (EU) 2016/679 and applicable laws and regulations of the Czech Republic.

11.2. VL acts as a data controller. Personal data will be processed for the purpose of establishment and performance of the contractual relationship between VL and the Customer and for the purpose of direct marketing (including but not limited to commercial communications). The legal reason for data processing are measures prior to the contract conclusion, contract performance, fulfilment of legal obligations and justified interest (direct marketing).

11.3. The following personal data of the Customer will be processed: name and surname, registered office, e-mail address, phone number, identification number and tax identification number.

11.4. For the performance of the contract, VL uses services provided by subcontractors as additional personal data recipients, including but not limited to software administrator, website





administrator, provider of accounting and tax services including audit, provider of mailing services.

11.5. VL has implemented legal, organizational and technical measures to protect the processed personal data.

12. *Miscellaneous*

- 12.1. If any licences or permits by national authorities are needed for establishment and continuation of the business relationship between the parties the Customer hereby agrees to obtain them.
- 12.2. The Customer hereby agrees to reflect the provisions hereof adequately in its business relationships to third parties to be able to fulfil its liabilities following from these GTC.
- 12.3. The purchase contract entered into by and between VL and Customer in relation to delivery of Closures shall be governed by and construed in accordance with the law of the Czech Republic, in particular with the relevant provisions of Act No. 89/2012 Coll., Civil Code, as amended. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. Any disputes arising from any purchase contracts entered into by and between VL and the Customer and in association with those, shall be finally resolved by the competent courts of the Czech Republic whilst the territorial jurisdiction of the court shall be defined as per the registered office of VINOLOK, a.s. at the time of filing the action.

