



## General Terms and Conditions

of **Global Tooling Service s.r.o.**, with a its business seat at Varšavská 715/36, Vinohrady, 120 00 Prague 2, Czech Republic, Business Identification Number (IČ): 069 81 607, Tax Identification Number (DIČ) CZ06981607, registered in the Commercial Register held by the Municipal Court in Prague, Section C, Insert 292500

### I. Definition of terms

For the purpose of these General Terms and Conditions (**GTC**), the words below have the meanings herein assigned to them, except where the context otherwise requires:

**Purchase Contract** means the entire agreement between the Buyer and the Seller, including these GTC, defining the terms and conditions mutually agreed between the Parties, and the Purchase Order.

**Party(ies)** mean individually or collectively the Buyer and/or the Seller.

**Buyer** means the party which purchases the Goods.

**Seller** means **Global Tooling Service s.r.o.**, with a its business seat at Varšavská 715/36, Vinohrady, 120 00 Prague 2, Czech Republic, Business Identification Number (IČ): 069 81 607, Tax Identification Number (DIČ) CZ06981607, registered in the Commercial Register held by the Municipal Court in Prague, Section C, Insert 292500.

**Purchase Order** means the order issued by the Seller based on the Buyer's demand for the Goods.

**Goods** means NBR Nitrile Examination Gloves as specified in the Purchase Order.

**Warehouse** means the Seller's warehouse at the address DB Schenker Terminál, Pražská 1834, 39601 Humpolec, Czech Republic.

### II. General

2.1 The GTC apply to all Purchase Orders and generally Purchase Contracts between the Buyer to the Seller related to the sale of the Goods at the Seller's Warehouse at the address DB Schenker Terminál, Pražská 1834, 39601 Humpolec, Czech Republic, as from the date the GTC takes effect. These GTC do not concern the sale of the Goods from or at other places, such as the sale of the Goods delivered from the People's Republic of China under the FOB, CIF, DDP terms.

2.2 The GTC are attached to the Purchase Order. By executing the Purchase Order, the Buyer confirms full knowledge of the GTC and accepts them.

2.3 Unless otherwise agreed within a specific contract, the following documents constitute all the obligations between the Seller and the Buyer and prevail in the descending order they are mentioned below: (i) the Purchase Order; (ii) the GTC. The GTC prevail over the Buyer's general terms and conditions and any other condition not expressly approved in writing by the Seller. Any specific derogation from or amendment to the GTC as may be agreed between the Parties in a specific Purchase Contract is not valid unless duly accepted and executed in writing by both Parties.

### **III. Sale of Goods**

- 3.1 All descriptions and illustrations in the Seller's catalogues, price lists and advertisements or otherwise communicated to the Buyer do not form part of the Purchase Contract and are considered approximate unless otherwise stated by the Seller.
- 3.2 The Goods are labelled in accordance with Czech law.
- 3.3 The Buyer demands the Goods, namely the amount, quality and type of the Goods, and the place of delivery by sending a letter to the address of the Seller's business seat or by sending an e-mail to the address [shay@gts-eu.net](mailto:shay@gts-eu.net). Based on the Buyer's demand, the Seller issues a Purchase Order specifying the purchased Goods, namely the amount, quality and type of the Goods, the purchase price of the Goods, the presumed date of delivery and the place of delivery. The Seller is free to issue or not the Purchase Order.
- 3.4 Once the Seller issues the Purchase Order, the Parties must sign it. The Parties may sign the Purchase Order electronically. Upon the signature of the Purchase Order, the Purchase Contract is concluded.

### **IV. Purchase Price and Terms of Payment**

- 4.1 The purchase price of the Goods stated in the Purchase Order does not include the costs of carriage or delivery of the Goods to the Buyer.
- 4.2 The Seller invoices the purchase price of the Goods by an invoice and delivers the invoice to the Buyer once the Purchase Contract is concluded. The Buyer must pay the purchase price of the Goods within 3 days of receiving the invoice.
- 4.3 Once the Buyer pays the purchase price of the Goods, the Seller notifies the Buyer of the date the Goods may be delivered to the Buyer, of the costs of carriage of the Goods from the Warehouse and delivers the invoice of the costs of carriage to the Buyer. The Buyer must confirm the acceptance of the costs of carriage by an e-mail sent to [shay@gts-eu.net](mailto:shay@gts-eu.net) and pay the costs of carriage within 2 days of receiving the invoice. The Seller does not release the Goods from the Warehouse and does not ensure the delivery of the Goods until the Buyer confirms the acceptance of the costs of carriage and pays the costs of carriage. If the Buyer is in delay with paying the costs of carriage, the Seller is not in delay with delivering the Goods and the date of the delivery of the Goods is postponed. In the case of the Buyer's delay with confirming the acceptance of the costs of carriage and with paying the costs of carriage, the Seller's potential obligation to ensure carriage of the Goods ceases to exist and the Seller may notify the Buyer that the Goods will be delivered at the Warehouse.
- 4.4 In any case, if the Buyer fails to pay any part of the purchase price of the Goods or any part of the costs of carriage, the Seller is entitled to withdraw from the Purchase Contract under Art. 9.2.
- 4.5 The Seller may deliver the invoices to the Buyer electronically, by e-mail sent to the Buyer's address indicated in the Purchase Order.
- 4.6 Any payment under this clause 4 of the GTC must be executed to either of the following Seller's bank account, depending on the agreed purchase price:

i) CZK bank account

Account No. 2035130007/6000

IBAN CZ91 6000 0000 0020 3513 0007

BIC/SWIFT PMBPCZPP

Bank: PPF banka a.s., with a its business seat at Prague 6, Evropská 2690/17, Post Code 16041, Czech Republic, Business Identification Number (IČ): 471 16 129, registered in the Commercial Register held by the Municipal Court in Prague, Section B, Insert 1834

Currency CZK

ii) USD bank account

Account No. 2035130015/6000

IBAN CZ69 6000 0000 0020 3513 0015

BIC/SWIFT PMBPCZPP

Bank: PPF banka a.s., with a its business seat at Prague 6, Evropská 2690/17, Post Code 16041, Czech Republic, Business Identification Number (IČ): 471 16 129, registered in the Commercial Register held by the Municipal Court in Prague, Section B, Insert 1834

Currency USD

## V. Terms of Delivery

- 5.1 The Seller commits to deliver the Goods as agreed upon in the Purchase Contract. A partial delivery is only possible if agreed by the Parties.
- 5.2 The Seller delivers the Goods to the Buyer at the Seller's Warehouse or by carrying the Goods to the place agreed upon in the Purchase Contract. In the case of delivery at the Seller's Warehouse, the Goods are delivered once the Buyer may take over the Goods at the Seller's Warehouse and once the Seller informs the Buyer that the Goods may be taken over. The Seller may inform the Buyer of the opportunity to take over the Goods electronically, by an e-mail sent to the Buyer's address indicated in the Purchase Order. In the case of delivery by carrying the Goods to the place agreed upon in the Purchase Contract, the Goods are delivery by the hand-over of them to the carrier.
- 5.3 In the case of delivery at the Seller's Warehouse, the Buyer must take over the Goods within 3 days of receiving the information under Art. 5.2. In the case of delivery by carrying the Goods to the place agreed upon in the Purchase Contract, the Buyer must take over the Goods at the agreed place on the date notified by the Seller. If the Buyer does not take over the Goods in

accordance with this article, the Seller may withdraw from the purchase agreement under Art. 9.2 of the GTC.

- 5.4 Upon receipt of the Goods, the Seller, or as the case may be a carrier, and the Buyer sign two counterparts of a handover protocol. Each Party will retain one counterpart.
- 5.5 The Seller is not liable for any delay in delivery or non-delivery of the Goods caused by any circumstances beyond the Seller's control, in particular but not exclusively in the case of Force Majeure event, as defined in the GCT, or by the Buyer's lack of necessary assistance.

## **VI. Rights from Defective Performance, Transfer of Title and Risk of Loss**

- 6.1 The Buyer must inspect any delivered Goods immediately upon receipt. The Buyer must notify any complaints relating to apparent defects of the Goods (e.g.: state of the packaging, quantities or outward characteristics) immediately upon receipt of the Goods and state the apparent defects and their description on the hand over protocol. The Buyer must notify the Seller of complaints relating to defects which cannot be discovered on the basis of an inspection upon receipt (hidden defects), by registered letter or by an e-mail sent to the address shay@gts-eu.net, within 3 days of the defects being discovered by the Buyer, but no later than 30 days of receiving the Goods. If the Buyer does not notify the defects under this Article, the Buyer's right to claim the defects ceases to exist.
- 6.2 Provided that the Buyer's complaints are made according to the terms and conditions in Art. 6.1, the Seller will remedy, at its own costs, defects of the Goods attributable to defective material, workmanship or design. The Buyer sends the defective Goods, at its own expenses and responsibility, to the Seller.
- 6.3 In such a case, the Seller undertakes at its option to replace the same Goods or refund to the Buyer the purchase price of the Goods and in no circumstances will liability of the Seller for any harm caused by the defective performance exceed the cost of replacement or the purchase price of the Goods paid by the Buyer.
- 6.4 The Seller is not liable for any defects or damage not caused by the Seller, such as any defects or damage caused by the Buyer's neglect, misuse or by usual wear and tear of the Goods.
- 6.5 The stipulations of the GTC on the Buyer's rights from the defective performance entirely replace stipulations of the relevant legislation on the rights from the defective performance. The Buyer may only exercise the rights from the defective performance under the GTC and only has the rights from the defective performance to the extent provided for by the GTC.
- 6.6 The risk of loss and title on the Goods passes from the Seller to the Buyer upon the delivery of the Goods to the Buyer as defined in the GTC.

## **VII. Force majeure**

- 7.1 Should any of the Parties fail to comply with its respective obligations under the Purchase Contract due to the circumstances of Force Majeure: fire, flood, acts of God, war, military operations of any kind, blockade, ban of exports, government regulations or orders, change of legislation, epidemic/pandemic, earthquake, explosion, litigation or labour disputes and other circumstances beyond the influence of the Parties, the time necessary for fulfillment of its respective obligations under the Purchase Contract is extended for the duration of

circumstances of Force Majeure. If the duration of the above circumstances exceeds 28 days, each Party has the right to withdraw from the Purchase Contract and in such case neither of the Parties has the right to demand compensation of any harm resulting from the other Party.

- 7.2 The Party failing to meet its obligations under the Purchase Contract due to Force Majeure notifies the other Party within 7 days in writing about the commencement and the cessation of the circumstances, preventing the Party from fulfilling its obligations under the Purchase Contract. Failure to notify in time the other Party of the commencement and of the cessation of the circumstances of Force Majeure, means that the failing Party loses the right to appeal to the above-mentioned circumstances and is liable for any harm caused by the delay with fulfilling its obligations.

### **VIII. Confidential Information**

- 8.1 It is understood and agreed that, in the course of the Purchase Contract and through activities of the Parties as provided in the Purchase Contract, the Parties will receive, deal with and have access to confidential information and that each Party holds and will hold the other Party's confidential information in trust and confidence and for its benefit only. Each Party agrees that it will not, during the term of the Purchase Contractor thereafter, in any fashion, form or manner, directly or indirectly, retain, make copies of, divulge, disclose or communicate to any person, company, corporation, firm, partnership or entity, in any manner whatsoever (except when necessary or required or for the benefit of the other party or with the express written consent of the other party), any of the other Party's confidential information or any information of any kind, nature or description whatsoever concerning any matters affecting or relating to the other Party's business or proposed business operations.

### **IX. Termination**

- 9.1 The Parties may terminate the Purchase Contract by agreement or by withdrawal. The Parties may only withdraw from the Purchase Contract under the conditions provided by the GTC.

- 9.2 The Seller may withdraw from the Purchase Contract in the cases provided for by the GTC and if:

- i) The Buyer substantially breaches its obligations from the Purchase Contract.

The Parties expressly agree that as a substantial breach of the Buyer's obligations from the Purchase Contract is, in particular, considered the Buyer's delay with paying the purchase price or any part of it, the costs of carriage or any part of it and or with cooperation necessary for ensuring the delivery of the Goods to the Buyer or a breach of obligations provided for in Article VIII.

- ii) The Buyer enters into the process of its winding up with liquidation, the Buyer becomes subject of insolvency or any other similar proceedings.

- iii) The Seller may fulfil the obligations from the Purchase Contract with difficulties caused by Force Majeure as defined in this GTC.

- 9.3 The Buyer may withdraw from the Purchase Contract in the cases provided for by the GTC and if:

- i) The Seller substantially breaches its obligations from the Purchase Contract.

The Parties expressly agree that as a substantial breach of the Seller's obligations from the Purchase Contract is, in particular, considered the Seller's delay with delivering the Goods for more than 30 days or a breach of obligations provided for in Article VIII.

- ii) The Seller enters into the process of its winding up with liquidation, the Seller becomes subject of insolvency or any other similar proceedings.

9.4 The withdrawal must have a written form and must be delivered to the other Party by a registered letter. By delivering the withdrawal to the Party, the Purchase Contract is terminated with effect from the beginning.

9.5 Without undue delay after the delivery of the withdrawal to the Party and unless provided otherwise by the Purchase Contract, the Parties must return to each other the fulfillments provided until the withdrawal.

## **X. Limitation of Liability**

10.1 The rights of the Buyer from a breach of any of the Seller's obligations related to the sale of the Goods to the Buyer, including contractual and extra-contractual obligations, are exhaustively provided for in the GTC and the Buyer may only exercise such rights, including the right to compensation of any harm, to the extent provided for in the GTC. The Seller is not, in particular, liable to the Buyer for any consequential, incidental, indirect, special, or punitive damages including business interruption, loss of future revenue, profits or income, diminution in value or loss of business reputation or opportunity, relating to the breach or alleged breach hereof or otherwise.

## **XI. Dispute resolution, applicable law**

11.1 The legal order of the Czech Republic applies to legal relations under the Purchase Contract and disputes arising from it.

11.2 The Parties agree that:

- a. They exclude the application of Sec. 557, 1753, 1798, 1799 and 1800 of Act No. 89/2012 Coll., Civil Code, as amended (**Civil Code**);
- b. No rights and obligations are deduced from the current or future practice between the Parties or customs maintained in general or in the civil and commercial law; and
- c. They assume a risk of the change of circumstances and that, consequently, they cannot require rights based on any change of circumstances.

11.3 For any disputes that may arise from or in relation to the Purchase Contract, the Parties irrevocably accept and submit to the exclusive jurisdiction of the court of the Czech Republic. Before submitting a dispute to the court, the Parties are obliged to attempt to settle a dispute in an amicable way.

## **XII. General Terms**

12.1 **Survival:** If any provision of the GTC or of the Purchase Contract is held to be void, invalid, ineffective or unenforceable, the validity, effect and enforceability of the remaining provisions

remain unaffected, and Parties undertake to replace the void, invalid, ineffective or unenforceable provision by an admissible provision of the applicable law which is closest to the intent of the original provision.

- 12.2 **No Assignment.** No Party may assign or otherwise transfer any of its rights or obligations under the Purchase Contract without the prior written consent of the other Party.
- 12.3 **Amendment. Non-waiver:** The Purchase Contract may only be amended by virtue of an explicit written agreement between the Parties. The failure by any Party at any time to require performance of any provision of the Purchase Contract does not affect its right later to require such a performance. No waiver in any one or more instance is (except as otherwise stated therein) deemed to be a further or continuing waiver of any such condition or breach in any other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.
- 12.4 **Entire Agreement.** The Purchase Contract constitutes the complete agreement between the Parties relating to the matters agreed upon herein and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of the Purchase Contract.
- 12.5 **Effect.** These GTC take effect on 25. 5. 2021 and replace all GTC related to the sale of the Goods and previously issued by the Seller related to the subject matter of these GTC, namely the sale of the Goods at the Seller's Warehouse at the address DB Schenker Terminál, Pražská 1834, 39601, Humpolec, Czech Republic.