

Terms and Conditions

Effective Date: 1. 2. 2024

ARTICLE 1. DEFINITIONS

- 1.1. **Company:** ALL2COVER s.r.o., Identification no. 21020809, VAT no. CZ21020809, with its registered seat on Dykova 397/26, 636 00 Brno, Czech Republic, registered with the Regional Court of Brno, section C, file 137171, or any of its subsidiaries.

- 1.2. **Counterparty:** Denotes any party engaging in a contractual or trade relationship, present or future, with the Company.

- 1.3. **Parties:** Refers collectively to the Company and the Counterparty.

- 1.4. **Products:** Encompasses all goods manufactured, distributed, or supplied by the Company, including but not limited to glassware and associated accessories.

ARTICLE 2. CONTRACT FORMATION AND AMENDMENTS

- 2.1 Any quotations issued by the Company are non-binding, irrespective of stipulated acceptance deadlines.
- 2.2 The Company reserves the right to revoke any offer or quotation until such time as it is formally accepted by the Counterparty.
- 2.3 The Company is not obligated to fulfill accepted quotations containing obvious errors.
- 2.4 Acceptance of the Company's offer by the Counterparty, while stipulating the applicability of its own general conditions, does not override the Company's terms and conditions. The Vienna Sales Convention (CISG) Article 19 does not apply.
- 2.5 The Company expressly rejects the Counterparty's general terms and conditions.
- 2.6 These terms and conditions govern all present and future legal relationships between the Company and the Counterparty.
- 2.7 In cases where agreements deviate from these terms and conditions, the terms of the agreement shall prevail.
- 2.8 Amendments to the agreement, including these terms and conditions, require written documentation. Such deviations apply solely to the specific agreement where they are stipulated.
- 2.9 Each party shall bear its own negotiation and preparation costs for the agreement.
- 2.10 Changes to the order composition will impact the delivery timeframe. Counterparty's amendment to the order constitutes automatic acceptance of the revised delivery schedule.

ARTICLE 3. DELIVERY AND RISK

- 3.1 Products are delivered Ex-works (EXW) from the Company's address, unless otherwise specified.
- 3.2 Upon mutual agreement, the Company may arrange transport; however, the Counterparty assumes all associated risks.
- 3.3 The Counterparty must provide all necessary details for arranging transport insurance upon request. Costs related to transport insurance are the Counterparty's responsibility.
- 3.4 If the Company is responsible for transport, the Counterparty must promptly provide all necessary details, including correct and complete customs documents. Any delay attributable to incomplete or incorrect information is the Counterparty's responsibility.
- 3.5 Failure to accept Products due to force majeure or non-compliance with acceptance obligations permits the Company to store the Products at the Counterparty's expense.
- 3.6 In the event of Counterparty's failure to meet acceptance obligations, the Company may sell the Products after a specified period and offset the proceeds against any outstanding claims.
- 3.7 Loss or damage to Products after risk transfer does not exempt the Counterparty from payment obligations, except in cases of intentional or gross negligence by the Company.
- 3.8 Delivery times are estimates and commence upon receipt of advance payment. The Company reserves the right to deliver goods in batches and, if agreed, may release reserved goods to third parties after 14 days of non-payment.
- 3.9 Counterparty cannot dissolve the agreement due to missed deadlines without providing the Company a reasonable written notice period for delivery.
- 3.10 The notice period shall not be less than one month and cannot be exercised if the delay is partially attributable to the Counterparty.

ARTICLE 4. INABILITY TO FULFILL THE ORDER AND FORCE MAJEURE

4.1. The Company reserves the right to suspend its obligations temporarily in the event of circumstances beyond its control that prevent compliance.

4.2. Such unforeseen circumstances may include, but are not limited to, supplier or subcontractor failures, natural disasters, equipment malfunctions, transportation disruptions, or governmental restrictions.

4.3. If the Company is unable to fulfill its obligations due to such circumstances, it may dissolve the agreement. Should suspension persist for more than six months, the Counterparty may then dissolve the affected part of the agreement.

4.4. Dissolution or suspension under this provision does not render the Company liable for resulting damages.

ARTICLE 5. RETENTION OF TITLE

5.1. Ownership of all supplied goods remains with the Company until the Counterparty has fulfilled all obligations under existing and future contracts, including payment, interest, and other costs.

5.2. Administrative records maintained by the Company determine the scope of retention of title.

5.3. All Products supplied by the Company shall be deemed exclusive to the Company.

ARTICLE 6. PRICING

6.1. Unless stated otherwise, all prices quoted by the Company are in EUR, EXW Karolinka CZ, and exclusive of VAT, import duties, taxes, and additional charges.

6.2. Cost increases occurring after contract conclusion may be passed on to the Counterparty if the contract remains unfulfilled at the time of increase.

ARTICLE 7. PAYMENT TERMS AND ELIGIBILITY

7.1. Payment is due in advance by bank transfer unless otherwise agreed upon in writing. Payment transaction costs are the responsibility of the Counterparty.

7.2. Failure to make timely payments incurs interest charges from the payment deadline. The interest rate is either 1% per month or the statutory commercial interest, whichever is higher.

7.3. The Counterparty is liable for all judicial and extrajudicial costs incurred by the Company related to debt collection.

7.4. All outstanding amounts become due immediately if payment terms are exceeded, or if the Counterparty undergoes bankruptcy proceedings, applies for suspension of payments, dissolves, or ceases business operations.

7.5. Payments must be made in EUR, unless stipulated otherwise.

7.6. In case of payment default, the Counterparty must provide adequate payment security upon the Company's request. Failure to comply may result in contract dissolution by the Company.

7.7. The Counterparty is prohibited from offsetting claims against payment obligations to the Company.

7.8. The Company reserves the right to set off its claims against payment obligations of the Counterparty.

ARTICLE 8. WARRANTY AND INDEMNIFICATION

8.1. The Company warrants that all supplied Products meet standard requirements and regulations for their intended use at the time of delivery.

8.2. The Counterparty is responsible for testing the suitability of Products for their intended use and for any compatibility with non-Company products.

8.3. The Company shall not be liable for any damages resulting from non-compliance with regulations outside the Czech Republic.

8.4. The Counterparty indemnifies the Company against any third-party claims arising from non-compliance with local regulations, provided the Products are distributed by the Counterparty.

8.5. The Counterparty shall indemnify the Company against any third-party damages resulting from the resale or use of the Products.

8.6. The Counterparty must communicate all (packaging) requirements applicable in countries other than the Czech Republic. This obligation extends to bulk product orders.

8.7. If the Counterparty packs the Products, they indemnify the Company against any resulting damages.

8.8. The Company guarantees Product absence of material faults for six months from the date of supply. Damages due to improper use, storage, or external factors are excluded from this warranty.

ARTICLE 9. PRODUCT INSPECTION AND COMPLAINTS PERIOD

9.1. The Counterparty must inspect or arrange for inspection of the Products within five days of delivery. Visible defects or deviations should be reported in writing to the Company within this timeframe.

9.2. Other defects or deviations must be reported in writing within five days of discovery.

9.3. Failure to report defects within the specified periods forfeits any right to legal recourse.

9.4. Minor deviations that do not materially affect the Products do not entitle the Counterparty to cancel the contract, refuse acceptance, or seek damages.

9.5. If a defect is confirmed and reported promptly, the Company may opt to replace, repair, or refund the faulty item within a reasonable timeframe.

9.6. The Counterparty is advised to blow out and clean delivered goods before use, as per standard practice.

9.7. Costs incurred by the Company for unfounded complaints are payable by the Counterparty.

9.8. Complaints do not authorize the Counterparty to suspend or reduce contractual obligations.

9.9. If less than 1% of the total ordered quantity is non-compliant, the Counterparty cannot claim replacement from the Company.

9.10. Administrative records maintained by the Company determine the scope and specifics of each purchase order.

ARTICLE 10. SUSPENSION AND TERMINATION

10.1. The Company reserves the right to suspend its contractual obligations if the Counterparty fails to fulfill any obligations, including payment, without written agreement to the contrary.

10.2. Additionally, the Company may terminate the contract if the Counterparty is declared bankrupt, files for suspension of payments, or ceases operations.

10.3. The Counterparty's right to terminate is limited to cancellation of the order or part thereof in cases of gross negligence or intentional misconduct by the Company.

ARTICLE 11. INTELLECTUAL PROPERTY RIGHTS AND PACKAGING REQUIREMENTS

11.1. Unless otherwise agreed in writing, the Company retains all copyrights and intellectual property rights related to the delivered Products, designs, and associated materials.

11.2. The Counterparty may only use the Company's trademarks and intellectual property for the sale of Company Products and is prohibited from other uses.

11.3. The Counterparty warrants that any materials provided to the Company are free from third-party intellectual property rights and indemnifies the Company against any claims.

11.4. Upon discovering infringement of Company intellectual property rights, the Counterparty must promptly inform the Company and cooperate in addressing the infringement.

11.5. The Company's trademark must always be accompanied by the designation "registered trademark" (™).

ARTICLE 12. STORAGE

12.1. The Counterparty must adhere to all instructions provided by the Company regarding the storage of the Products.

12.2. Products delivered by the Company must be stored in dry conditions. The Counterparty acknowledges the risk of corrosion and odor contamination if stored improperly.

ARTICLE 13. LIABILITY

13.1. Except in cases of intentional misconduct or gross negligence, the Company shall not be liable for damages resulting from defects in delivered Products or services.

13.2. The Company's total liability is limited to the amount covered by its liability insurance or the invoice value of the relevant order, whichever is lower.

13.3. The Company shall only be liable for direct losses, including reasonable costs incurred to establish the cause and extent of the loss.

13.4. The Company shall not be liable for indirect losses, such as loss of profits or business stagnation, except as required by law.

ARTICLE 14. PRODUCT RECALL

14.1. The Counterparty shall not initiate any recall of Products supplied by the Company without prior written approval.

14.2. Upon the Company's request, the Counterparty must initiate a recall of Products supplied by the Company.

ARTICLE 15. CONFIDENTIALITY

15.1. The Counterparty is obligated to maintain the confidentiality of all proprietary information disclosed in the course of the contractual relationship. Failure to do so may result in penalties, without prejudice to the Company's right to seek further damages.

ARTICLE 16. NOTIFICATIONS AND COMMUNICATIONS

16.1. Any communications or notifications with legal implications from the Counterparty to the Company must be made in writing and sent via registered mail.

ARTICLE 17. GOVERNING LAW AND JURISDICTION

17.1. All legal matters pertaining to the Company shall be governed exclusively by the laws of the jurisdiction where the Company is registered.

17.2. Any disputes arising from agreements between the Company and the Counterparty shall be adjudicated exclusively by the competent court in the jurisdiction where the Company is registered.