



1. General Duties of Contracting Parties

1.1. The company ENVI-PUR, s.r.o., ID: 251 66 077, VAT ID: CZ25166077, registered office: Praha 6 - Dejvice, Na Vičovce 13/4, postcode 160 00, the company incorporated in the Commercial Register maintained by the Municipal Court in Praha, file No. C167596 (hereinafter referred to as "the company ENVI-PUR"), as seller, is a company engaged in development, manufacturing and deliveries of equipment for ecology, focusing especially on purification and treatment of water and air. Owing to the character of the object of business activity and goods (object of performance), which is the object of the contractual relation that may be created, a legal treatment of such contractual relation and of the act towards creation thereof is necessary to avoid any doubts that may arise about the scope of the rights and duties of the parties thereto arising from such relation.

The party entering in the contractual relation with the company ENVI-PUR (hereinafter referred to as "Purchaser") declares that he/she/it was made familiar with these General Commercial Conditions No. 2001 (hereinafter referred to as "GCC") already when he/she/it received the offer of the company ENVI-PUR.

The Purchaser declares furthermore that it had an opportunity to obtain the GCC in a hard copy and that the Purchaser has been made familiar with some provisions of these GCC properly, for the purpose of fulfilment of the requirement of foreseeability of provisions of these GCC.

The Purchaser acknowledges explicitly the binding effect of these GCC and gives express agreement to application of these GCC to the Purchaser's contractual relation with the company ENVI-PUR and to all pre-contract negotiations between the parties within the framework of the discussions about the type of the contract concerned. The GCC are deemed to be acknowledged according to the previous sentence by Purchaser's expression of consent to these GCC, while the consent is regarded expressed by acceptance of the offer sent to the company ENVI-PUR by the Purchaser.

The company ENVI-PUR and the Purchaser expressly declare that these GCC constitute an integral part of the purchase contract concluded between them by Purchaser's acceptance of the offer and that the contents of the GCC complies with their free and serious will, which is attested by them by submission and acceptance of the offer. The GCC become a part of the concluded purchase contract even if they are not attached to such contract. At the same time, if any rights or obligations, terms of delivery etc... are regulated differently in the offer of the company ENVI-PUR, as compared with the GCC, then such offer of the company ENVI-PUR shall prevail over the GCC.

The company ENVI-PUR and the Purchaser furthermore declare that Purchaser's deviations from or Purchaser's additions to the offer of the company ENVI-PUR or these GCC always require approval by the company ENVI-PUR and the purchase contract is not deemed concluded until such subsequent approval of the Purchaser's deviations or of the Purchaser's additions or until Purchaser's acceptance of a new offer submitted by the company ENVI-PUR. The company ENVI-PUR explicitly rules out the acceptance of the offer with additions or deviations. Silence or inactivity does not in itself amount to acceptance.

1.2. The failure of company ENVI-PUR to insist on strict adherence to any provision of these GCC can't be interpreted as a waiver of the right to do so later on or as a waiver of the right to apply such provision in the future.





1.3. The company ENVI-PUR reserves the right to change these GCC. Such unilaterally changed GCC shall become binding upon both parties on the seventh day after the company ENVI-PUR sends to the other party, i.e. to the Purchaser, a written notice of such changes, unless the other party, i.e. the Purchaser, delivers to the company ENVI-PUR a notice of non-acceptance of the changes within 7 days from the date of delivery of the notice of the changes.

1.4 The Purchaser declares in connection with the status of his/her/its assets that:

a) he/she/it is able to meet his/her/its liabilities properly and in time and that he/she/it is not insolvent, and:

b) he/she/it is not in liquidation or in a situation in which the Act No. 182/2006 Coll., Insolvency Act, as amended, or other legal regulation requires to file a petition in insolvency, no matter whether such petition has been filed or not, and:

c) his/her/its assets are neither subject to any petition for issue of a distress warrant or enforcement of judgment, nor pledged, nor affected otherwise (by an enforcement of a judgment of a court etc.)

The Purchaser declares furthermore that he/she/it has full legal capacity to act on his/her/its behalf and a legal personality and the persons representing the Purchaser are authorized to do so according to valid legal regulations. The Purchaser is obliged to inform the company ENVI-PUR, in writing, about any changes in these aforementioned circumstances and facts during the existence of the relationship between the Purchaser and the company ENVI-PUR or else the Purchaser shall be held liable for damage or other loss that may be incurred by the company ENVI-PUR due to incorrectness or inaccuracy of such data. The Purchaser is also obliged to inform the company ENVI-PUR about any change in his/her/its identification and contact data or else he/she/it shall bear the consequences resulting from such inaccuracy or out-of-datedness (such as an impossibility to deliver etc. ...).

2. Offer, Order, Conclusion of Contract and Object of Delivery

2.1. Offers issued by the company ENVI-PUR constitute a proposal for conclusion of a purchase contract, which is deemed concluded by acceptance of the offer of the company ENVI-PUR by the Purchaser. The offer of the company ENVI-PUR made by electronic or other technical means needs to be confirmed by the Purchaser in the same form, unless the parties agree otherwise. The e-mail communication for sending the demand, for sending the offer and for sending the acceptance is admitted by the company ENVI-PUR and by the Purchaser as a method of mutual communication.

2.2. The contractual relation giving rise to the duty of ENVI-PUR to perform on the basis of the Purchaser's prior demand is created only and exclusively by acceptance of the offer by the Purchaser without any deviation or addition or, in case of acceptance with a deviation or addition, by approval thereof by the company ENVI-PUR. What can be regarded by the Purchaser as the approval according to the previous sentence is only the express consent to the deviation or addition made by the Purchaser in relation to the offer submitted by the company ENVI-PUR, in the same form as the offer made by the company ENVI-PUR.

2.3. The Purchaser is obliged to check properly and by acceptance of the offer of the company ENVI-PUR the Purchaser confirms that he/she/it has checked the contents of the offer of the company ENVI-PUR in all items, mainly as far as the number of pieces or dimensions and specific prices are concerned, and takes note of the





fact that the purchase contract is concluded by acceptance of the offer of the company ENVI-PUR and that the data stated in these documents correspond with his/her/its needs and that he/she/it agrees thereto.

2.4 The duty provided under 2.3. also applies to plans and projects elaborated or obtained for the subject delivery by the company ENVI-PUR. Compliance of the plan and the specification of the demand with the reality on the construction site and with the design of the construction work, including the technical report, the fire safety report etc., is always the responsibility of the Purchaser. Even if the plan or the design is elaborated by the company ENVI-PUR as a seller, the Purchaser is responsible for compliance and up-to-datedness of the documents and of the data supplied to the company ENVI-PUR for the purpose of elaboration of the plan or of the design with the reality, especially for compliance of the design with the technical report, with the fire safety report or other requirements. The risk arising from non-compliance of the design with the reality or with parts of the design documentation among each other shall be borne to full extent by the Purchaser, if not agreed otherwise. The costs of identification of the reality shall be borne by the Purchaser. In such cases, the Purchaser is responsible for supply of all documents to the company ENVI-PUR as needed for elaboration of plans in compliance with valid standards and requirements of the Purchaser. If the Purchaser requires that the seller observe non-mandatory standards (such as ČSN, EUKODY, or other), too, such facts shall be explicitly stated in the offer of the company ENVI-PUR. Each non-compliance with the Purchaser's requirements shall be brought to the knowledge of the company ENVI-PUR, in writing, by the Purchaser without undue delay. In the event of a failure to notify the company ENVI-PUR of a non-compliance of a plan with requirements of the Purchaser (the construction work) without undue delay, i.e. at maximum within 2 days from the date of identification thereof (or from the date on which such fact could have been found out by the Purchaser), the company ENVI-PUR shall not be held liable for defects or damage that may arise from such non-compliance. If a plan is supposed to be a part of a wider documentation (e.g. a documentation for a building permit, documentation for performance of the construction), the Purchaser is obliged to have the plan reviewed and approved by the author of such wider documentation before acceptance of the offer, while the Purchaser confirms fulfilment of this duty by the actual acceptance of the offer of the company ENVI-PUR.

2.5 A plan or a design shall mean any documentation, technical or verbal description related to the goods constituting the object of the offer of the company ENVI-PUR.

2.6. The company ENVI-PUR if obliged to provide to the Purchaser a reasonable extent of consultations related to the demanded goods.

2.7. If the Purchaser fails or has failed to provide the company ENVI-PUR with accurate written specification of all conditions and methods of use of the goods making it possible for the company ENVI-PUR to determine exactly which workmanship and features of the object of the delivery or other characteristics are suitable for this specific delivery, then the object of the contract, i.e. especially the product type, workmanship and other characteristics shall be chosen by the company ENVI-PUR on its own. The company ENVI-PUR shall not be held liable for defects of the object of performance attributable to this fact.

2.8. All parameters and features of the goods mentioned in the materials of the company ENVI-PUR are indicative only, whereas what is regarded binding is the features stated in the offer of the company ENVI-PUR. The Purchaser takes note of the fact that the only binding parameters and data are those stated in the offer of the company ENVI-PUR, while the responsibility for their compliance with the Purchaser's requirements is borne by the Purchaser.





2.9. The Purchaser is obliged to provide cooperation as required by the company ENVI-PUR. The cooperation duty may result not only from an explicit written or oral request, but also from the nature of the object of performance. A delay with provision of the Purchaser's cooperation renders all deadlines stated in these GCC or in the offer of the company ENVI-PUR extended by the period of the Purchaser's delay with provision of the cooperation and by the period needed by ENVI-PUR for fulfilment of the duty to which the cooperation duty relates. The failure to provide cooperation is classified as a material breach of the contractual relation, constituting the right of the company ENVI-PUR to withdraw from the contractual relation without prior call.

3. Price

3.1. The price for the object of performance, namely both the price amount excl. VAT and the price amount incl. VAT, is stated in the offer of the company ENVI-PUR. The currency of the purchase price is stated in the offer of the company ENVI-PUR. The purchase price is agreed with the term of trade EXW according to INCOTERMS 2010. Unless explicitly stated otherwise in the specific offer

3.2. The Purchaser is obliged to pay to the company ENVI-PUR the invoice for the delivered object of performance within the maturity mentioned in the invoice. The maturity of the invoice is 14 days from the date of issue thereof, if not provided otherwise. Tax documents of charged amounts (the invoice and other payments according to the created contractual relation) issued by means of mass data processing don't have to be provided with a print of stamp or signature of the company ENVI-PUR. The company ENVI-PUR is entitled to issue the invoice by fulfilment of the duty to deliver the object of performance within the meaning of Article 6.3 of these GCC, if not agreed otherwise.

3.3. The company ENVI-PUR has a right to issue to the Purchaser an advance invoice for the object of performance. The advance invoices fall due for payment according to the maturity mentioned therein. By the time of payment of the advance invoice, the company ENVI-PUR is relieved of the duty to take up manufacturing the object of performance or of the duty to deliver the object of performance by the original agreed deadline, so the company ENVI-PUR shall not be deemed to be in a default. Moreover, all deadlines binding upon the company ENVI-PUR in connection with delivery of the object of performance to the Purchaser are extended by the period of the delay with payment of the advance invoice. In connection with an overdue advance invoice, the company ENVI-PUR has a right to proceed within the sense of the Par. 5.3. lit. a) GCC.

3.4. In the event of a withdrawal from the purchase contract within the meaning of Par. 5.3. lit. b) GCC, the company ENVI-PUR has a right to set off its claims against the Purchaser, including especially storage fees, contractual penalties or claims of the company ENVI-PUR arisen according to Par.5.4. and 5.5. of these GCC, with the duty to return the amounts of the advance invoices paid by the Purchaser.

3.5. The failure to pay an advance invoice within maturity renders any discounts that may have been agreed invalid and the Purchaser shall pay the price for the object of performance in full amount, i.e. not reduced by a discount mentioned in the offer of the company ENVI-PUR

3.6. Compensations, setoffs or retention of payments by the Purchaser for the object of performance delivered by the company ENVI-PUR for the reasons of any counterclaims – especially but not limited to warranty claims - is not admissible.





3.7. Changes in customs and import tariffs that arise after conclusion of the purchase contract shall be covered by the Purchaser. The same is true for fixed agreed prices if a deadline fixed at conclusion of the contract changes due to a Purchaser's fault.

4. Payments

4.1 If not provided otherwise in the offer of the company ENVI-PUR, the following conditions shall apply to performance of monetary obligations of the Purchaser against the company ENVI-PUR:

4.1.1. The date of payment shall mean the date of payment in cash received by the company ENVI-PUR or the date of crediting the amount concerned to the account of the company ENVI-PUR, if not provided otherwise in the offer.

4.1.2. A payment method other than the method mentioned in these GCC is conditioned by a written consent of the company ENVI-PUR.

4.1.3. The costs of performance of the payment (bank transfer fees) shall be covered by the Purchaser, while the company ENVI-PUR as a seller shall receive the amount agreed in the offer without any deductions and fees.

4.2. The Purchaser and the company ENVI-PUR agree that the Purchaser can set off his/her/its receivables against the company ENVI-PUR only upon a written agreement about this fact, signed by both parties.

4.3. Destruction of, damage to or loss of the object of performance after the risk of damage to the object of performance has passed to the Purchaser do not affect the duty of the Purchaser to pay the price for the object of performance to the company ENVI-PUR properly and in time.

4.4. If the Purchaser is in a default of payment of the purchase price, of an instalment of the purchase price for the previous delivery or of the advance or if any circumstances decreasing the reliability of payments from the Purchaser, for example institution of any proceedings that may affect the payment of the agreed price for the goods (e.g. proceedings on infringement of budgetary discipline) are or become known, if the circumstances mentioned in Par. 1.4. hereof occur or if any invoice issued by the company ENVI-PUR as seller to the Purchaser for performance under any contractual relation between the contracting parties remains unpaid after maturity at the time of the expected delivery of the object of performance or manufacturing of the object of performance, the company ENVI-PUR has a right not to perform deliveries that have not been paid for yet and/or to retain the goods until payment of the purchase price for the concerned goods, not delivered under the purchase contract, and until payment of the owed amounts resulting from other still outstanding invoices of the company ENVI-PUR or until such payments are secured sufficiently. In the event of occurrence of any of the facts mentioned above, the company ENVI-PUR has a right to retain the goods and/or not to perform the delivery even if it has been fully paid. The company ENVI-PUR can retain the goods and/or not to perform the delivery until the grounds for the retention or for the right not to perform the delivery cease to exist, while the Purchaser is obliged fully to compensate the company ENVI-PUR for the costs incurred in this connection. Retention of the goods and/or the non-performance of the delivery do not give rise to the Purchaser's right to withdraw from the existing contractual relation. In such a case, the retention of the goods and/or the non-performance





of the delivery shall not be regarded as a breach of the concerned contract or a default of performance of the delivery from the part of the company ENVI-PUR and no sanctions and no compensation for damage or for a loss shall be claimed against the company ENVI-PUR according to these GCC.

In the event of the Purchaser's default of performance of his/her/its obligations against the company ENVI-PUR that have given rise to the right of the company ENVI-PUR to retain the concerned goods and/or not to perform the delivery, either within 30 days from the date of creation of such right, the company ENVI-PUR has a right to withdraw from the purchase contract. The retention or non-performance of the delivery of the goods within the meaning of this paragraph occurs tacitly already by occurrence of the facts giving rise to it. The company ENVI-PUR is not obliged to inform the Purchaser in any way about the creation and exercise of the right to retain the goods and/or not to perform the delivery.

5. Withdrawal and Force Majeure

5.1. In the event of a delay of the company ENVI-PUR with the delivery of the agreed object of performance for cause of "Force Majeure", the Purchaser has a right to withdraw from the contract if the delay of the delivery takes more than 2 months, but in such case the Purchaser is not entitled to a compensation for damage.

5.2. The Force Majeure referred to in Par. 5.1 shall mean: a war, civil commotions, natural disasters, trade restrictions imposed by the State or other import measures of a similar type, mass strikes, a fire or a failure of manufacturing equipment irreparable in a short time or other causes beyond the control of the company ENVI-PUR using all reasonable endeavors either.

5.3. In addition to the possibilities provided for by law, the company ENVI-PUR has a right to withdraw from the purchase contract arisen by acceptance of the offer of the company ENVI-PUR by the Purchaser in the following events, too:

- a) should the advance invoice not be paid either within 5 days after maturity,
- b) should the Purchaser not take the object of performance over either within 30 days from the time of delivery of the object of performance specified in the offer of the company ENVI-PUR.

5.4. If the company ENVI-PUR withdraws from the purchase contract within the meaning of Par. 5.3. lit. a) hereof, it has a right, together with the withdrawal from the purchase contract, to claim from the Purchaser a compensation for costs incurred by the company ENVI-PUR in connection with administration of the offer and with withdrawal from the purchase contract, the amount of which is assessed by mutual agreement of the company ENVI-PUR and the Purchaser at the lump-sum CZK 1,000.- excl. VAT.

5.5. Should the Purchaser not take the object of performance over either within 30 days from the time of delivery of the object of performance specified in the offer of the company ENVI-PUR and the company ENVI-PUR withdraw from the purchase contract within the meaning of Par. 5.3. lit. b) hereof, the company ENVI-PUR has a right against the Purchaser, together with the withdrawal from the purchase contract, to claim:





a) a compensation for the costs incurred by the company ENVI-PUR in connection with administration of the offer and with the withdrawal from the purchase contract, the amount of which is assessed by mutual agreement of the company ENVI-PUR and the Purchaser at the lump-sum CZK 5,000.-, and

b) a lump-sum corresponding to 15 % of the purchase price of the object of performance excl. VAT as for domestic wastewater treatment plants and to 30 % of the purchase price of the object of performance excl. VAT as for containerized wastewater treatment plants and other products, representing a compensation for costs incurred by the company ENVI-PUR in connection with manufacturing of the object of performance, for the lost profit and for the loss related with further usability of the object of performance.

5.6 Both contracting parties agree that in addition to the cases stipulated in Section 2913 of Act No. 89/2013 Coll., Civil Code, the infringer shall be relieved of the duty of compensation for damage also in case of an extraordinary, unforeseeable and insurmountable obstacle independent of the will of the infringer, occurred in the period in which the infringer was in a delay with performance of the contractual duties, but only for the time from the date of occurrence of such obstacle and to the date on which the obstacle ceased to exist plus for a time reasonably needed for fulfilment of the duty after it ceased to exist. Both parties agree that such provision is not applicable to possible unwillingness to pay or insolvency of a Purchaser's downstream customer for which the Purchaser intends or intended to use the object of delivery according to the purchase contract or to which the Purchaser intends or intended to deliver it.

5.7. Withdrawal from the purchase contract concluded by Purchaser's acceptance of the offer of the company ENVI-PUR does not affect the validity and enforceability of contractual penalties (or other sanctions), of storage fees, of rights of the company ENVI-PUR arisen according to Par. 5.4. and 5.5. hereof, or of other rights arisen as a result of breach of a duty of the Purchaser. The Purchaser's duty to compensate the company ENVI-PUR in this connection shall survive after withdrawal from the purchase contract, too.

6. Delivery

6.1. The company ENVI-PUR shall deliver the object of performance at the time of delivery specified in the offer. The time of performance may be defined as a specific date or as a number of weeks.

6.2. A Purchaser's request to change the agreed time of delivery shall be made by a written notice sent by the Purchaser to the company ENVI-PUR as a seller at the latest 2 weeks before the original time of delivery. The change in the time of delivery shall not occur until the new time of delivery is confirmed by the company ENVI-PUR in the same form as the form in which the offer was made. Should the new time of delivery not be confirmed and the contracting parties not agree otherwise, the concluded purchase contract (the original time of delivery) is deemed to remain unchanged. The company ENVI-PUR has a right to refuse the change in the time of delivery for any cause and without a cause, too. If the fact that the company ENVI-PUR as a seller is informed late causes a loss resulting from the form – but not only the form – of any goods manufactured in vain, the Purchaser is obliged to compensate the company ENVI-PUR for such loss.

6.3. The place of delivery, determined by the term of trade EXW according to INCOTERMS 2010, is the plant of the company ENVI-PUR in Soběslav, if not provided otherwise in the offer. The Purchaser is aware of the fact that if the time of performance is defined as a specific date, the object of performance shall be ready to be taken over by the Purchaser in the plant of the company ENVI-PUR on such date, without necessity of further notice





from the part of the company ENVI-PUR. If the time of performance is defined by specification of a number of weeks, the goods shall be ready to be taken over by the Purchaser at the latest on the last day of such period of time, unless a notice of preparedness of the object of performance for takeover is sent to the Purchaser by the Purchaser according to lit. a) of this paragraph below. The obligation of the company ENVI-PUR to deliver the object of performance (if the place of delivery is the manufacturing plant of the company ENVI-PUR in Soběslav) is regarded met properly in the following cases:

a) by dispatch of a notice of preparedness of the object of performance for Purchaser's takeover (per e-mail to the contact address of the Purchaser) within the time of delivery defined as a number of weeks in the offer of the company ENVI-PUR. The Purchaser takes note of the fact that this is a voluntary notice which the company ENVI-PUR is not obliged to make, or

b) by handover of the goods to the Purchaser or to the first carrier, or

c) if the obligation to deliver the object of performance is not met according to lit. a) or b) of this paragraph, it is regarded met by fruitless lapse of the date specified in the offer of the company ENVI-PUR as the time of delivery of the object of performance or, if the time of delivery is defined as a number of weeks, by fruitless lapse of the last day of such period of time.

6.4. If the offer of the company ENVI-PUR defines as the place of delivery a place other than the place mentioned in Par. 6.3 of the GCC and the transport of the object of performance shall be provided by the company ENVI-PUR, the goods shall be transported to the site or to the place designated by the Purchaser and specified in the offer of the company ENVI-PUR at the Purchaser's costs, if not provided otherwise in the offer. The performance under the contract, i.e. the obligation of the company ENVI-PUR to deliver the object of performance is then met by proper arrival of the transport vehicle of the company ENVI-PUR or its contractual carrier, bringing the object of performance, at the border of the site, of the storage facility or of the other place, as designated by the Purchaser, which is also the moment of passage of the risk of damage to the object of performance to the Purchaser. If the arrival on the site or on the other place of destination, as designated, is not enabled, the Purchaser shall cover all extra costs that may arise from such fact. Unloading on the place of delivery shall occur at the costs and risk of the Purchaser. The Purchaser is liable for damage a losses arisen during transport inside the site, during unloading and during storage of the object of performance on the place of delivery. The Purchaser is obliged at his/her/its own costs to fulfil all requirements specified by the company ENVI-PUR for unloading of the object of performance.

6.5. Should the Purchaser not take over the object of performance in the manufacturing plant of the company ENVI-PUR within the time of delivery of the object of performance defined in the offer, the company ENVI-PUR shall store the object of performance in the storage facility of the company ENVI-PUR at the Purchaser's costs. In such a case, the company ENVI-PUR has a right to charge to the Purchaser the storage fees for each commenced day of storage at 0.1 % of the purchase price of the object of performance not taken over, excl. VAT. Similar procedure shall be applied if the Purchaser or a person authorized by the Purchaser fails to take over the object of performance on the designated place of unloading either within six hours from the time of arrival of the transport vehicle of the company ENVI-PUR or its contractual carrier on the designated place of delivery of the object of performance, provided that the transport vehicle dispatched by the company ENVI-PUR, bringing the object of performance, arrives on the building site or on another place of destination, as designated, on the previously agreed date. In such cases, the storage fee shall be charged from the date on which the goods





is deposited into the store, which occurs immediately after fulfilment of the obligation of the company ENVI-PUR to deliver the object of performance or arrival of the transport vehicle, bringing the object of performance, on the designated place of delivery. In such a case, in addition to the storage fees, the Purchaser shall compensate the company ENVI-PUR for all costs incurred by the company ENVI-PUR in connection with transport of the object of performance.

6.6. The Purchaser's failure to take over the object of performance either within 30 days from the date of delivery of the object of performance specified in the offer of the company ENVI-PUR give rise to the right of the company ENVI-PUR to claim from the Purchaser a contractual penalty at 0.2 % of the purchase price of the object of performance not taken over, excl. VAT. Any extra costs and other damage incurred by the company ENVI-PUR in this connection are not covered by this contractual penalty and constitute the object of a separate claim besides the contractual penalty. The right to the compensation for damage shall remain unaffected by the arrangement about the contractual penalty agreed upon in this article.

7. Reservation of Ownership Right and Transfer of Ownership Right according to Sections 2132 and 2133 Civil Code

7.1. The delivered object of performance shall remain in ownership of the company ENVI-PUR until the purchase price has been fully paid.

7.2. Before full acquisition of the ownership right to the object of performance, which results from full payment of the purchase price, the Purchaser is not authorized to any dispositions of the object of performance constituting infringement of the ownership right of the company ENVI-PUR (e.g. by letting it to be used by a third party) without prior written consent of the company ENVI-PUR.

7.3. The ownership right to the object of performance passes from the company ENVI-PUR to the Purchaser only as a result of full payment of the purchase price and of the relevant costs that may arise (especially storage fees or costs of freight for the object of performance).

7.4. If the Purchaser does not pay the purchase price and the sanctions or compensation for damage, as may be applied, to the company ENVI-PUR properly and in time, the Purchaser's receivables against third parties arisen from letting the object of performance, as delivered to the Purchaser by the company ENVI-PUR, to such third parties, shall be assigned by the Purchaser to ENVI-PUR, if the company ENVI-PUR demands to do so, under an agreement on assignment of receivables, up to the amount of outstanding amounts according to this paragraph.

8. Warranties for Quality and Liability for Defects

8.1. The company ENVI-PUR is liable for defects that the delivered goods have at the time of delivery or that become apparent within the warranty period if the company ENVI-PUR has granted a warranty for quality of the object of performance, while the clause of Par. 8.2. of the GCC shall apply. The warranty for quality may be granted only in writing and it shall be done so in the offer.

8.2. If the company ENVI-PUR grants to the Purchaser a warranty for quality of the object of performance, such warranty is conditioned by preservation of the conditions existing at acceptance of the offer, i.e. such conditions shall neither change nor even deteriorate. A change in such conditions subsequently relieves the company ENVI-





PUR of any duty under warranty. The warranty is also conditioned by the fact that the workmanship of the goods ordered by the Purchaser complies with the planned method of use of the object of performance on the place of use of the object of performance and that the goods are treated and operated properly and in compliance with the "instructions for use", which can be obtained by the Purchaser from the company ENVI-PUR upon a written request before acceptance of the offer sent by the company ENVI-PUR. If the instructions for use are not handed over to the Purchaser according to the previous sentence, they shall be handed over to the Purchaser in connection with shipment of the object of performance. At the same time, the company ENVI-PUR rules out the warranty in the event of non-compliance of the assembly or operation with the rules of assembly or with the operational rules respectively.

8.3. Warranty conditions are stipulated in a warranty certificate.

8.4. The company ENVI-PUR shall not be held liable for defects resulting from incompetent use or from use in contradiction with the instructions for use.

8.6. When taking the delivery over, the Purchaser is obliged to check the condition of the delivered goods and, within 48 hours, to notify the company ENVI-PUR of any apparent defect that may be detected, in writing or per e-mail. The notice shall contain accurate description of the type and extent of the defect. The Purchaser is also obliged to write down such apparent defect in the delivery note and to get such remark co-signed by the driver, otherwise it may happen that such defect will not be acknowledged due to impossibility to prove that it existed at the time of delivery of the goods (before unloading).

8.7. Notice of latent defects shall be sent to the company ENVI-PUR in writing or per e-mail at the latest within 5 days from the date of detection thereof or from the date on which the Purchaser could have detected them.

8.8. For the event of a failure to meet the aforementioned time limits for assertion of the claim (except extraordinary events beyond control of the Purchaser), the contracting parties agree upon the fiction of lapse of all rights that may arise by reason of a liability for defects.

8.9. If it is necessary for a decision on a claim and assessment of a defect of the goods to enter the place of use of the object of performance, the Purchaser is obliged to make it possible for the company ENVI-PUR and its representatives to carry out the inspection of the delivered object of performance and, if needed, to take a sample of the allegedly defective object of performance.

9. Special Provisions

9.1 Conditions of Resale of the Object of Performance, Intellectual and Industrial Property Rights

9.1.1. If the object of performance delivered by the company ENVI-PUR is being resold by the Purchaser within the scope of the business activity of the Purchaser, the object of performance shall be offered and subsequently sold by the Purchaser under the brand(s) of the company ENVI-PUR, as marked by the company ENVI-PUR (including trademarks or other protected marks). The marks of the company ENVI-PUR may be added by the Purchaser's logotype or a Purchaser's mark, always without disturbing the appearance or the impression of the mark, of the logotype or of another mark of the company ENVI-PUR. Any mark or logotype of the Purchaser can't be misleadingly similar to the mark or the logotype of the company ENVI-PUR. The Purchaser is not





entitled to act in any way evoking the impression that the Purchaser is the manufacturer of the products of the company ENVI-PUR. The Purchaser has not the right to remove or to cover the mark or the logotype of the company ENVI-PUR in any way. If the Purchaser uses the ENVI-PUR's mark or logotype, the Purchaser is obliged to take care that the use of the ENVI-PUR's mark or logotype neither poses any harm to the brand or logo and/or goodwill of the company ENVI-PUR nor infringes rights of the company ENVI-PUR (e.g. industrial or intellectual property rights etc.). The Purchaser is not allowed to use the mark or logo of the company ENVI-PUR whenever this is inappropriate owing to the circumstances (e.g. local ones) with potential harm to the company ENVI-PUR.

9.1.2. If the object of performance delivered by the company ENVI-PUR is being resold by the Purchaser within the scope of the business activity of the Purchaser, the Purchaser may use for promotion of the object of performance the brands, trademarks, logotypes and other non-registered identifying marks of the company ENVI-PUR. In case the Purchaser wants to use for promotion of the object of performance the brands, trademarks, logotypes and other non-registered identifying marks of the company ENVI-PUR, the Purchaser is obliged to obtain from the company ENVI-PUR a list thereof, their graphical images and instructions for use thereof. They may be used exclusively in the interest of the company ENVI-PUR. The duties provided in the previous clause 9.1.1 hereof concerning the identification of the object of performance at the offer and at subsequent sale of the object of performance remain thereby unaffected.

9.1.3. The company ENVI-PUR and the Purchaser confirm that when selling the object of performance within the scope of the business activity of the Purchaser, the Purchaser has the right to use brands, trademarks, logotypes and other non-registered identifying marks of the company ENVI-PUR within the scope determined by these GCC. Third-parties trademarks, to which the company ENVI-PUR has the right of use, may be used by the Purchaser upon prior written agreement with the company ENVI-PUR. When using the brands, trademarks, logotypes and other non-registered identifying marks of the company ENVI-PUR, the Purchaser is obliged to proceed in compliance with these GCC and in compliance with the instructions for use thereof, which shall be obtained by the Purchaser from the company ENVI-PUR before. The breach of the duties of the Purchaser in connection with use of the brands, trademarks, logotypes and other non-registered identifying marks of the company ENVI-PUR, listed in the respective instructions for use, shall constitute a material breach of the contractual relation between the company ENVI-PUR and the Purchaser.

9.1.4 During the existence of the contractual relation with the company ENVI-PUR and after termination thereof, too, the Purchaser is obliged not to take any steps, whether on his/her/its own or through any third parties, towards acquisition of proprietary rights to the trademarks held by the company ENVI-PUR or to any marks confusingly similar thereto, especially not to get them registered for his/her/its own business. The aforementioned applies in full extent also to other rights of industrial or intellectual property.

9.1.5. The authorisations provided in this Article 9, para. 9.1 of these GCC may be withdrawn by the company ENVI-PUR from the Purchaser by means of a written notice sent to the address of the Purchaser.

9.1.6. The Purchaser's rights mentioned in Article 9, para. 9.1 of these GCC (especially the right to use brands, trademarks, logotypes and other identifying marks of the company ENVI-PUR for promotion of the object of performance) shall lapse if: a) there is an imminent danger of harm to the goodwill of the company ENVI-PUR by the Purchaser or by a third party in connection with an act or omission of the Purchaser and/or b) the Purchaser breaches the duties provided in these GCC and/or c) the contractual relation with the company ENVI-





PUR is terminated and/or d) the rights mentioned in Article 9, para. 9.1 have been withdrawn from the Purchaser by the company ENVI-PUR and/or e) the Purchaser lets the authorisations mentioned in Article 9, para. 9.1 of these GCC to be used by a third party without written consent of the company ENVI-PUR. If the Purchaser's rights lapse within the meaning of this clause 9.1.6. of these GCC, the Purchaser is obliged to stop and refrain from using the concerned authorisations without extras. This fact shall not give rise to any claims of the Purchaser against the company ENVI-PUR (especially any claims by reason of damage or lost profit).

9.1.6. The Purchaser's rights according to Art. 9, para. 9.1 of these GCC are granted as non-exclusive and free of charge.

9.2 Confidentiality

9.2.1. The Purchaser is obliged not to disclose any matters connected with the contractual relation with the company ENVI-PUR, whether confidential or having the character of trade secret, for the whole duration of the contractual relation and 1 year thereafter. The confidentiality duty shall apply to all facts communicated to the Purchaser, whether orally or in writing, arising from the contractual relation, even if they are not marked as confidential, unless provided otherwise. The confidentiality duty does not apply if the communication of the information to a third party is needed for performance of duties arising from the contractual relation, for enforcement of rights or if the nondisclosure would constitute a breach of a duty arising from a generally binding legal regulation.

9.3 Special Provision for Purchase of Goods by Consumer

9.3.1. If the purchase contract is concluded using remote communication means, the Purchaser having the status of a consumer in accordance with Section 1829(1) of Act No. 89/2012 Coll., Civil Code, as amended (hereinafter referred to as "Civil Code") has a right without cause to withdraw from the contract within 14 days from the date of takeover of the object of performance, while if the object of the purchase contract consists of several articles of goods or delivery of several parts, the countdown of such time limit shall start on the date of takeover of the last part of the delivery of the object of performance. The withdrawal from the purchase contract shall be sent by the Purchaser within the time limit specified in the previous sentence to the address of the registered office of the company ENVI-PUR, or to the e-mail address of the company ENVI-PUR, specified in Article 9, Par. 9.1.6. hereof. For withdrawal from the purchase contract, the Purchase can use the sample form attached hereto, which constitutes an integral part of these GCC. If the consumer withdraws from the purchase contract using the sample form, the company ENVI-PUR shall confirm receipt thereof in a text form without undue delay.

9.3.2. In the event of withdrawal from the purchase contract according to this Article, the purchase contract becomes null and void. The consumer is obliged to return to the company ENVI-PUR the object of performance intact and complete and the costs in this connection shall be covered by the consumer, even if the goods has a nature not making it possible to be returned by means of usual postal service.

9.3.3. If the Purchaser withdraws from the purchase contract according to the previous paragraph, the monies received from the Purchaser shall be returned by the company ENVI-PUR in the same way as they were received from the Purchaser, within 14 days from the date of the Purchaser's withdrawal from the purchase contract, unless the parties agree otherwise. At the same time, the company ENVI-PUR has a right to return the performance received from the Purchaser already in combination with Purchaser's returning the goods or





otherwise if the Purchaser agrees thereto and if the Purchaser does not incur additional costs in this connection. If the Purchaser withdraws from the purchase contract, the company ENVI-PUR is not obliged to return the received monies to the Purchaser before the Purchaser returns the goods to the company ENVI-PUR or before the Purchaser proves that the Purchaser has dispatched the goods to the company ENVI-PUR.

9.3.4. To be able to be received back by the company ENVI-PUR in the event of the withdrawal from the contract, the goods can neither be damaged in any way nor show signs of use or wear and tear.

9.3.5. The consumer takes note of the fact that within the meaning of Section 1837 Civil Code it is not possible a.o. to withdraw from a purchase contract concerning delivery of goods modified according to the wishes of the consumer or customized for the person of the consumer.

9.3.6 Contact data of the company are as follows:

ENVI-PUR, s.r.o., ID: 251 66 077, with registered office Praha 6 – Dejvice, Na Vlčovce 13/4, postcode 160 00. Tel.: 381 203 231, e-mail: orders@envi-pur.cz

9.3.7. The entity competent for extrajudicial resolution of consumer disputes that may result from the created contractual relation is Česká obchodní inspekce, registered office: Štěpánská 567/15, 120 00 Praha 2, ID: 000 20 869, websites: <https://adr.coi.cz/cs>. Disputes between the company ENVI-PUR and the Purchaser that may arise from the created contractual relation can be resolved using the on-line disputes resolution platform on websites <http://ec.europa.eu/consumers/odr>.

9.3.8. Evropské spotřebitelské centrum Česká republika, registered office: Štěpánská 567/15, 120 00 Praha 2, websites: <http://www.evropskyspotrebitel.cz> is a contact point according to the Regulation (EU) No. 524/2013 of the European Parliament and of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (Regulation on consumer ODR)..

10. Final Provisions

10.1. Both parties confirm that these GCC constitute an integral part of the contractual relation created on the basis of the offer of the company ENVI-PUR and acceptance by the Purchaser, if not agreed otherwise in writing in the specific case, and that contents of these GCC is in compliance with their free and serious will. If the term “purchase contract” is used in these GCC, this term shall also include any, either an innominate, contractual relation created between the contracting parties.

10.2. The company ENVI-PUR and the Purchaser agree that they rule out the liability of company ENVI-PUR for damage or for harm that may arise in connection with delivery of the object of performance, including the damage caused by a defect of the object of performance or by another legal fact. The company ENVI-PUR is not liable against the other contracting party for lost profit or for obligations of the Purchaser against third parties. Furthermore, it is not liable for financial damage sustained by the Purchaser as a result of a breach of duties on the part of the company ENVI-PUR.





10.3. The contracting parties agree hereby expressly that all outstanding liabilities of the Purchaser against the company ENVI-PUR, irrespective of the agreed term of maturity, shall also fall due on the date of filing a petition in Purchaser's insolvency or on the date of Purchaser's going into liquidation.

10.4. The rights and duties not regulated in the offer shall be governed in full extent by these GCC. In case of any discrepancy in regulation of specific rights and obligations in the offer and in these GCC, the following rules of application of the documents are set: in the offer, specific rights and duties may be regulated differently as compared with the GCC and they shall prevail over provisions of the GCC.

10.5. These GCC and all contracts between the Purchaser and the company ENVI-PUR shall be regulated by provisions of Civil Code.

10.6 Both contracting parties agree to rule out application of provisions according to Sections 1799, 1800, 1805(2) of the Civil Code. The Purchaser declares that he/she/it assumes the risk of a change in circumstances within the meaning of Section 1765 of the Civil Code.

10.7. Should any provision of these GCC be or become invalid, the other provisions of the GCC shall remain thereby unaffected. Should it turn out that any provision of these GCC or any provision of purchase contracts tied thereto is null or void, the effect of such defect on the other provisions of the contract shall be considered similarly according to Section 576 of the Civil Code.

10.8. The company ENVI-PUR and the Purchaser agree that documents or notices to be served upon the other contracting parties on the basis of the created contractual relation or these GCC shall be delivered to the addresses specified as for the concerned party in the distributor agreement (if concluded) or in the public register or in the offer. For the purpose of the contractual relation and these GCC, the following rules shall apply instead of the provision of Section 573 of the Civil Code. Any letter, notice or other document in a documentary form shall be deemed delivered to the other contracting party if it is delivered to the concerned contracting party to the address specified as for the contracting party in the public register or in the offer. In case of sending by a postal service provider, in doubts it is deemed that the notice sent by registered postal service was delivered on the fifth day from the date of dispatch of such notice. The contracting parties are obliged to keep each other informed about each change in their contact data.

10.9. The Purchaser is not authorized to assign any rights and duties arising from the contractual relation, created by acceptance of the offer, or the resulting contract in its entirety to a third party without prior written consent of the company ENVI-PUR.

10.11. In case of a discrepancy or different construction of these GCC, as compared with their translation, the Czech language version of the GCC shall prevail.

10.12. These GCC shall come into effect on 13. 05. 2020.

13. 05. 2020

Pavel Hnojna

Datum/Date

Podpis/Signature



ENVI-PUR, s.r.o.
Na Vlčovce 13/4
160 00 Praha 6 – Dejvice

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Spisová značka 167596C, zapsaná v obchodním
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