

GENERAL TERMS AND CONDITIONS OF JUTA A.S.

These General Terms and Conditions (hereinafter referred to as "GTC") form an integral part of all contractual relations between JUTA a.s. on the part of the Supplier (hereinafter referred to as "Supplier") and the Customer, except for transactions concluded via the e-shop www.juta.cz/eshop.

I. BASIC DEFINITIONS

1. The Supplier is JUTA a.s., ID No. 45534187, with registered office at Dukelská 471, 544 01 Dvůr Králové nad Labem, registered at the Regional Court in Hradec Králové under file no. B 571.
2. Customer means a legal entity or an entrepreneurial natural person who is in the position of a buyer within the meaning of Section 2079 et seq. of the Civil Code, or a customer within the meaning of Section 2586 et seq. of the Civil Code, or in a similar economic position for other contracts, whether or not expressly regulated by the Civil Code.
3. The subject of performance are the services, products or goods specified in the Contract.
4. The contract concluded between the Supplier and the Customer shall consist of:
 - a. Order Confirmation/Contract issued by the Supplier, or written confirmation of receipt of the order by email,
 - b. these GTC including all mentioned annexes in the Contract such as Technical Data Sheet, Maintenance Manual, Maintenance Log.
5. If there is a conflict between different provisions of the Contract, the following rules shall apply:
 - a. the provisions set out in the Contract take precedence over the provisions set out in the GTC;
 - b. the provisions set out in the GTC take precedence over the provisions set out in the tender documentation;



- c. the provisions set out in the tender documentation shall prevail over the provisions set out in the Customer's request for quotation.
6. All documents issued by the Customer (end user contracts, terms and conditions, etc.), except for the Customer's enquiry, shall be deemed inapplicable unless expressly stated in the specific terms and conditions of the Contract. In all circumstances, in the event of a conflict between the Contract and documents issued by the Customer, the Contract shall prevail, notwithstanding that the Customer's documents provide otherwise.

II. COMMITMENTS, QUOTATIONS AND CONCLUSION OF CONTRACT

1. All quotations, purchase contracts, sales and deliveries are made based on these GTC, which, upon confirmation of the order by the Supplier or by taking delivery of the Subject of Performance, are deemed to be approved by the Customer and are therefore binding for both the Supplier and the Customer.
2. The offer made by the Supplier is not a proposal for the conclusion of the Contract within the meaning of Section 1731 of the Civil Code, but is merely an invitation to submit a proposal for the conclusion of the Contract. The Customer is entitled to make a proposal to the Supplier for the conclusion of the Contract (hereinafter referred to as the "Proposal"). The proposal must include a specification of the parties and the Subject of Performance, the price, the date and method of delivery, the billing and contact details (e-mail, telephone, fax, etc.) of the Customer.
3. The Supplier's quotations shall be binding only in written or electronic form and for a period of thirty days after they are sent to the Customer, unless otherwise agreed in writing.
4. The Supplier's offers in catalogues, brochures and other printed materials, on the Internet, in advertising, correspondence, etc. constitute non-binding information about the offered range of goods and do not constitute a proposal for the conclusion of a contract or a public proposal for the conclusion of a contract pursuant to Section 1772 of the Civil Code, unless expressly stated otherwise.

5. The Contract shall be concluded by written confirmation by the Customer or on the third day after the Supplier's confirmation of acceptance of the proposal is received by the Customer without any reservations or other changes. If the order is placed by telephone by the Customer, it shall be deemed to have been accepted by written confirmation by the Supplier or acceptance by telephone and delivery in accordance with the order so placed.
6. If the Supplier's confirmation contains reservations, limitations or other changes, this shall be considered a new proposal for the conclusion of the Contract. In such a case, the Contract shall be concluded only if the Customer accepts the Supplier's new proposal at the time of delivery of such confirmation to the Supplier. Delivery of the confirmation shall be deemed to be an email or telephone confirmation, whereby the order is executed and accepted by the Customer. The same conditions shall also apply to partial purchase contracts/transactions or deliveries made based on orders under the framework agreement between the parties.
7. Unless otherwise specified in the GTC, the Contract may be concluded and amended by the Parties based on written amendments. An addendum may also be concluded orally, provided that the Contracting Parties subsequently confirm it in writing or act in accordance with its contents.

III. SUBJECT OF PERFORMANCE

1. The Supplier is obliged to deliver the Subject of Performance on time, in the manner, at the place, in the quality and quantity according to the Contract and these GTC. If the Contract does not contain a special provision, the Supplier is obliged to deliver the Subject of Performance on time, in the manner, at the place, in the quality and quantity according to the agreed terms and conditions and these GTC.
2. Unless a different definition of the Subject of Performance is specified in the Contract Documents, the definitions set out in the Technical Data Sheet shall be binding for the Supplier.



3. The Supplier shall not be liable for damage caused by technical data and drawings, materials, tools, equipment, prefabricated products and other documents and documents provided by the Customer.

IV. DELIVERY CONDITIONS

1. The delivery period shall commence at the moment when the Customer provides all the cooperation and fulfils all the conditions necessary for the Supplier to provide the performance according to the Contract.
2. Unless otherwise agreed:
 - a. The Supplier is entitled to make partial deliveries of the Subject of Performance. The Customer is obliged to take over a part of the Subject of Performance at the Supplier's request.
 - b. Place of delivery is according to INCOTERMS 2020 in the valid version of EXW or DAP parity.
 - c. The Customer is obliged to take over the Subject of Performance, if the place of delivery is JUTA a.s., on working days between 7 a.m. and 1 p.m. within the agreed time window.
3. The delivery of the Subject of Performance shall include a delivery note. The delivery note shall contain the identification of the contracting parties and the Subject of Performance, the Contract number or Order Confirmation, if applicable, as well as the date of issue and the method of transport.
4. If the Purchaser does not object to obvious defects upon acceptance, or without undue delay, it shall be deemed that the Subject of Performance is free from such defects and the Supplier has fulfilled its obligation. In the case of latent defects, the time limit for objection is 6 months from delivery of the Subject of Performance.

V. PRICE AND PAYMENT CONDITIONS

1. The price or method of determining the price of the Subject of Performance is a part of the Contract.
2. The price of the Subject of Performance reflects the agreed delivery condition, unless otherwise specified in the Contract.
3. The Supplier is entitled to increase the price up to the date of delivery of the Subject of Performance by the costs additionally incurred in connection with the performance of the Contract only after written approval by the Customer.
4. The Customer is obliged to pay the price of the Subject of Performance upon the basis of a tax document issued by the Supplier. The due date is 14 days, unless agreed otherwise.
5. If the Customer is in default of payment of the price, the Supplier is entitled, alone or in conjunction with:
 - a. demand payment of default interest of at least 0.05% of the amount due for each day of delay;
 - b. reasonably extend the delivery period or postpone performance until the amount due has been paid;
 - c. stipulate the immediate maturity of any further amounts not yet paid by the Customer;
 - d. claim reimbursement of the costs associated with the recovery of the claim.
6. If the Supplier has reasonable doubts about Customer's solvency, it shall be entitled to demand advance payments and suspend performance until the advance payments have been made.

VI. TRANSFER OF OWNERSHIP AND TRANSFER OF RISK

1. The Supplier bears the risk of damage to the Subject of Performance according to INCOTERMS 2020 as amended.
2. Ownership of the Subject of Performance passes to the Customer upon payment of the purchase price.
3. If an item provided by the Customer has been processed to produce the Subject Matter, this item becomes part of the Object of Performance and the ownership right to it passes to the Supplier at the moment of processing.

VII. WITHDRAWAL FROM THE CONTRACT

1. The Supplier is entitled to withdraw from the Contract without further notice, in particular in the case of:
 - a. delay of the Customer in taking over the Subject of Performance for more than 4 weeks;
 - b. Default by the Customer in the performance of any other obligation under the Contract, these GTC or legal regulations;
 - c. initiation of insolvency proceedings against the Customer pursuant to Act No. 182/2006 Coll., on bankruptcy and methods of its resolution, as amended;
 - d. the Customer's entry into liquidation;
 - e. the existence of a force majeure event for more than 3 months.
2. Withdrawal from the Contract in writing cancels the Contract in part or in whole. At the same time as withdrawing from the Contract, the Supplier shall determine how the Parties shall settle their mutual rights and obligations. Withdrawal from the Contract shall not affect claims for damages or liquidated damages, liability for defects, confidentiality obligations and choice of law and dispute resolution.

3. Withdrawal from the Contract shall apply to the performance not yet provided, except in cases where the Customer has stipulated only the delivery of the Subject of Performance as a whole.
4. In the event that the Supplier is prevented from making the delivery on the confirmed date, the Supplier shall have the right to extend the delivery date by the time necessary for the duration of the impediment. If the Customer does not agree to the extension of the delivery date, then the Customer may withdraw from the partial performance if the Supplier is in default for more than 45 days. He must do so without undue delay after being informed of the facts.
5. The Supplier shall be entitled to withdraw from the Contract in the event of a material breach of the Framework Agreement, the Subcontract or these GTC. A material breach shall be deemed to be, inter alia, a repeated breach of the terms and conditions of these documents at least twice.

VIII. QUALITY WARRANTY

1. The Supplier issues warranty conditions (hereinafter referred to as "warranty") as a quality guarantee pursuant to § 2113 et seq. of the CC for each business case separately according to the requirements of the Customer. In the event that no other warranty terms are provided by the Supplier, the warranty period is granted for a period of 6 months from the date of delivery of the Subject of Performance.
2. The Supplier undertakes that the Subject of Performance will be fit for its intended use during the warranty period and that it will retain the required characteristics to the extent expected with respect to normal use and natural ageing, subject to storage, installation and maintenance requirements.
3. Any warranty is provided solely to the Customer for the individual concluded business case and is non-transferable.
4. Claims under the warranty conditions can only be made if the Customer submits a written claim to the Supplier no later than:



- a. within 10 calendar days from the discovery of the alleged defect or from the occurrence of the defect,
 - b. until the end of the warranty period from the date of acceptance; and
 - c. at the same time allows the Supplier to inspect the claimed item, even repeatedly.
5. The warranty does not cover damages and defects in the Subject of Performance resulting from:
- a. damaging natural influences, chemical, electrochemical, electrical and other influences;
 - b. normal and natural wear and tear, including the natural ageing of products made of polymeric materials and the associated change in their properties;
 - c. faulty installation or faulty installation work by the Customer or third parties, faulty commissioning, faulty or negligent handling, unprofessional loading, use of unsuitable or unforeseen means of operation;
 - d. changes or commissioning made by the Customer without the Supplier's prior written consent or contrary to the Supplier's recommendation;
 - e. defects and their consequences arising out of the data and materials provided by the Customer;
 - f. material composition or use being subject to increased natural wear and tear, such as common protective coatings, etc.;
 - g. improper storage, handling or installation in violation with the JUTA a.s. Installation Manual or installation by other than a qualified person;
 - h. misuse, overloading, excessive use, negligence or improper maintenance, in particular non-compliance with the Technical Data Sheet, including, but not limited to, exposure to excessive pressure, stress or deformation, breaking, tearing and splitting or any other mechanical or chemical action;
 - i. improper or insufficient execution of the substrate, improper or incorrect preparation of the base, substrate or surface material, etc.;
 - j. damage resulting directly or indirectly from, but not limited to, accident, vandalism, machinery, spiked shoes, animals, fire, flood, chemical reaction, Force Majeure, static or dynamic loads exceeding the Supplier's specifications at the time of installation;
 - k. use of cleaning fluids (especially chemicals) or incorrect cleaning methods;

1. exposure to other than natural light, approved artificial light or exposure to increased sunlight and light from windows or other reflections causing, inter alia, increased product temperature.

IX. LIABILITY

1. The Supplier is liable for defects in the Subject of Performance to the extent provided for by Act No. 89/2012 of the Civil Code, pursuant to §§ 1914 - 1920.
2. The procedure for claiming defects is governed by the Supplier's currently valid Complaints Procedure according to Article X of these GTC.
3. The Subject of Performance is considered as defective if it does not comply with the requirements set out in the Contract, these GTC or legal regulations.
4. The Customer is obliged to inspect the Subject of Performance for defects immediately after acceptance. The Customer is obliged to notify the Supplier of any defects found in the Subject of Performance in writing without undue delay, but at the latest upon acceptance of the Subject of Performance by indicating on the carrier's delivery note - acceptance with reservation. Upon acceptance with reservation, the Customer shall be obliged to indicate all obvious defects; other obvious defects may not be considered later.
5. Subject of performance suffering from obvious defects shall not be installed unless the Supplier has approved this procedure.
6. In the event that the Customer installs the Subject of Performance despite obvious defects and without the Supplier's consent:
 - a. the warranty claim for obvious defects is forfeited,
 - b. the right to compensation for damages related to installation, removal, recycling and other related work including all related materials used, consequential damages due to product defects, etc. is forfeited.

X. COMPLAINT PROCEDURE

1. The Customer is entitled to claim defective Subject of Performance within the provided warranty period.
2. The Customer is obliged to point out hidden defects that become apparent during the warranty period without undue delay after discovering them. The defect can be pointed out within six months of acceptance of the Subject of Performance, unless a longer period of quality guarantee is agreed.
3. Any apparent defects must be reported by the Customer to the Supplier without undue delay after acceptance before the Object of Performance is incorporated into the building, the product or goods are processed into a set of things, etc. Otherwise, the Supplier shall not be liable for any damage caused by incorporation, except for damage caused exclusively by a hidden defect in the product which could not be demonstrably detected earlier.
4. Hidden defects must be notified to the Supplier no later than 10 days from the date of discovery or occurrence of the defect.
5. To initiate the complaint procedure, the Customer shall submit to the Supplier:
 - a. a tax document (invoice) confirming the execution of the trade. Claims for performance must be settled by the Customer. In the event of default of payment by the Customer, the right of ownership shall not pass to the Customer pursuant to Article VII of the GTC.
 - b. the claimed Subject of Performance with its identification and a detailed description of the defect, how the defect manifests itself, photographs, the date of discovery of the defect and the expected date of occurrence of the defect.
 - c. All documents providing evidence of proper storage, installation, maintenance and use in accordance with the documents issued for the Subject of Performance and the requirements set out in the Warranty Conditions provided outside these GTC.
 - d. Customer's preferred method of complaint resolution.
6. In the event of submission of all required documents, the Supplier shall initiate the complaint procedure without undue delay.

7. The Customer is obliged to send the claimed Subject of Performance or part thereof to the Supplier at its own expense upon request.
8. In the event that it is not possible for objective reasons to submit the claimed Subject of Performance to the Supplier at its premises, the Customer is obliged to prevent further use and store the claimed Subject of Performance, as far as this is possible according to the nature of the Subject of Performance, and to secure it from further damage until the final resolution of the claim by the Supplier in order to objectively determine the condition of the item, the cause of the defect and its extent. The Supplier reserves the right to conduct repeated inspections of the Subject of Performance at the place of installation.
9. The Supplier is entitled to take samples for subsequent expert analysis, technological examination of the defect, or expert opinions.
10. The Supplier shall settle the complaint within 30 days from the commencement of the complaint procedure. If it is not possible to settle the complaint within the specified period, the Supplier shall inform the Customer thereof and inform the Customer of the expected date of settlement of the complaint.
11. In the event that the Subject of Performance or any part thereof is found to be defective, the Supplier's obligations under the warranty provided shall be limited to repairing or, at its option, replacing all or the affected parts covered by this warranty. If replacement or repair would be economically prohibitive, inconvenient in time, or if it is not possible to remedy the defect as aforesaid, the Supplier shall grant the Customer a reasonable discount on the price of the Subject of Performance.
12. In the event that the Customer's claim is not recognized as justified, the Customer is obliged to pay the Supplier all costs associated with the handling of such a claim, in particular the execution of expert opinions, examinations, the visits of professional staff to the place of storage of the claimed Subject of Performance, etc.
13. The Supplier shall not be obliged to initiate a complaint procedure during the period of delay of the Customer in fulfilling any obligation under the Contract.
14. In no event shall Supplier be liable for any punitive, special, consequential, incidental or indirect loss or damage arising out of or in connection with the purchase, use or condition of any Products.

15. The remedy of reimbursement, repair or substitution set forth herein is the sole remedy and JUTA a.s. shall have no further obligation or liability with respect to any matter or object, including, but not limited to, damages for personal injury or damages related to loss of revenue, increased costs, costs of downtime and any other indirect or consequential damages that may be proven.
16. Costs directly incurred for the delivery of a new Subject of Performance or part thereof to replace the defective Subject of Performance, including the cost of transport to the place where the damage occurred, are limited to the maximum amount of the original purchase price of the Subject of Performance.
17. A complaint shall not entitle the Customer to refuse or suspend the obligation to pay for the Deliverables under the Contract.

XI. INTELLECTUAL PROPERTY RIGHTS

1. In no event shall the Customer acquire ownership of the results and intellectual property rights under the Contract unless the subject matter of the Contract is the transfer of intellectual property rights.
2. If the Customer pays part of the costs for the acquisition of drawings, technical descriptions, samples, films, standards, models, profiles, instruments, tools, moulds and other technical documents, or provides assistance for their creation, it does not acquire ownership, copyright or industrial property rights to them.
3. Neither party acquires ownership of pre-existing rights under the Contract.
4. If the Subject of Performance requires the Supplier to use pre-existing materials owned by the Customer, the Customer may require the Supplier to sign an appropriate licence agreement. Such use by the Supplier shall not constitute any transfer of rights to the Supplier and shall be limited to the needs of the Contract.

XII. FORCE MAJEURE

1. If either party is affected by force majeure, it must promptly notify the other party, stating the nature of the circumstances, their likely duration and foreseeable effects.
2. A Party shall not be liable for delay or failure to perform its obligations under the Contract if such delay or failure is the result of Force Majeure. If the Supplier is unable to perform its contractual obligations due to force majeure, it shall be entitled to remuneration only for the Subject of Performance actually provided.
3. The Parties shall take all necessary measures to limit any damage caused by force majeure.
4. If the Supplier is affected by force majeure, it may suspend performance of the Contract. The Supplier must immediately inform the Customer of the suspension. The notification must include a description of the force majeure and indicate when the Supplier expects to resume performance of the Contract.
5. The Supplier must notify the Customer as soon as it is able to resume performance of the Contract, unless the Customer has already terminated the Contract.
6. Events of force majeure include, but are not limited to: strikes, lockouts, and all circumstances beyond the control of the parties, such as fire, war, flood, earthquake, general mobilisation, riot, requisition, seizure, embargo, energy restrictions, as well as defective or delayed deliveries of subcontractors due to force majeure.

XIII. CONFIDENTIAL INFORMATION AND PERSONAL DATA PROTECTION

1. The contents of the Contract, as well as any information made known to the Parties during the performance of and/or in connection with the Contract, shall be confidential, except for information generally known or provided in the performance of a legal obligation.
2. The Parties undertake to maintain the confidentiality of all confidential information of which they are aware or of which they have become aware and of all other facts relating to the activities of the other Party, in particular its customers and business partners.
3. The obligation of confidentiality shall survive the termination of the Contract.



4. Each Party is obliged to pay the other Party a contractual penalty of CZK 100,000 for each breach of the confidentiality obligation.
5. The parties may exchange personal data such as names, telephone numbers, e-mail addresses and other personal data within the framework of the contractual relationship. In such case, both parties shall use such data in accordance with the requirements of the European Union General Data Protection Regulation of 4 May 2016 (EU 2016/679; hereinafter referred to as "GDPR") and shall ensure that no unauthorised third parties have access to such data without the consent of the persons concerned or based on any other legal basis for processing it.
6. The parties are obliged to keep the personal data of the other party strictly confidential and to process such data solely for the purposes of the contract. The party processing the personal data shall be responsible for the lawfulness of the processing as well as for ensuring the rights of the data subjects.

XIV. TRADE SECRETS

1. The Customer and the Supplier shall maintain the confidentiality of all information or documents, in whatever form, communicated in writing or orally, relating to the performance of the Contract and marked in writing as confidential or as being competitively material, determinable, ascertainable, priced and not ordinarily available in the relevant commercial circles.
2. Each party shall:
 - a. not use confidential information or documents for any purpose other than the performance of its obligations under the Contract without the prior written consent of the other Party;
 - b. ensure that such confidential information or documents are protected with the same level of protection as its own confidential information and in any event with due diligence;
 - c. not disclose, directly or indirectly, confidential information or documents to third parties without the prior written consent of the other Party.

3. The obligation of confidentiality set out in this clause shall be binding for the Customer and the Supplier during the period of performance of the Contract and for as long as the information or documents are confidential, unless:
 - a. the Disclosing Party agrees to release the Receiving Party from the obligation of confidentiality before;
 - b. confidential information or documents become public by means other than a breach of the obligation of confidentiality;
 - c. applicable law requires the disclosure of confidential information or documents.

XV. DISPUTE RESOLUTION

This agreement is governed by and shall be construed in accordance with the law of the Czech Republic. If any dispute arises concerning the validity, interpretation, enforcement, performance or termination of the Contract, the parties shall attempt to settle such dispute in good faith and in good faith. Disputes that cannot be resolved amicably shall be finally settled by the Court of Arbitration of the Chamber of Commerce of the Czech Republic and the Chamber of Agrarian Affairs of the Czech Republic by three arbitrators in accordance with its Rules. In cases of business relations where the customer's registered office is in the Czech Republic or Slovakia, any disputes will be resolved by the competent general court.

XVI. OTHER PROVISIONS

1. The Supplier is liable for damage caused intentionally or by gross negligence.
2. The Supplier shall be entitled to perform the Contract in part with the assistance of a third, professionally qualified person. In this case, the Supplier shall be liable for the performance of the third party as if it had performed the contract itself.
3. No omission or failure to exercise any of the Supplier's rights shall be deemed as a waiver of such rights against the Customer.



4. The Customer shall not, without the prior written consent of the Supplier, set off any claim or part thereof against any receivable of the Supplier or exercise a right of retention or assign the Contract or any part thereof to a third party.
5. Written form also means e-mail communication signed by a simple signature.
6. It is expressly agreed that in the event of damages resulting from the Supplier's actions, liability for damages shall be excluded until the price of the Subject of Performance has been paid in full. In the event of damage caused by the Supplier, the Supplier shall compensate the damage up to a maximum of the price of the Subject of Performance. The Parties exclude the Supplier's obligation to compensate the Customer for lost profits as well as for any indirect damages.

XVII. FINAL PROVISIONS

1. By entering the Contract, the Customer expressly agrees to all rights and obligations contained in or arising from these GTC.
2. These GTC and the Agreement are governed by the laws of the Czech Republic.
3. Each provision of the Contract is separate and distinct from the others. If any provision is or becomes illegal, invalid or unenforceable to any extent, it shall be severed from the remainder of the Contract. This shall not affect the legality, validity or enforceability of the other provisions of the Contract, which shall remain in full force and effect. The illegal, invalid or unenforceable provision must be replaced by a legal, valid and enforceable substitute provision which corresponds as closely as possible to the actual intention of the parties under the illegal, invalid or unenforceable provision. The substitution of such a provision must be made in such a way that any amendment to the contract must be made in writing before all contractual obligations are fulfilled. The contract must be interpreted as if it contained the replacement provision from the time of its entry into force.
4. The Supplier reserves the right to amend these GTC at any time to the extent reasonable. The current version, including those previously in force, is available at www.juta.eu/gtc.