

Business Terms and Conditions of the Company Typos, tiskařské závody, s.r.o.

I. Introductory Provisions

1. The following Business Terms and Conditions of the company Typos, tiskařské závody, s.r.o., Company ID No.: 284 33 301, registered seat: Podnikatelská 1160/14, Skvrňany, 301 00 Plzeň, listed in the Commercial Register maintained by the Regional Court of Plzeň, in Section C, File 21906 (hereinafter referred to as "the Conditions"), regulate contractual relationships between Typos, tiskařské závody, s.r.o. (hereinafter referred to as "the Supplier") and the Customer. The Conditions apply to the sale or preparation of a work – polygraphic products or provision of polygraphic services (hereinafter referred to as an "Order") by the Supplier based on accepted purchase orders and any other contracts entered into with the Customer (hereinafter referred to as a "Contract"). The Conditions form an integral part of the such Contracts. Any provisions of a Contract that differ from the Conditions, shall take precedence over the Conditions. By sending an inquiry or placing an Order, Customers confirm that they agree to the Conditions without reservation.

II. Purchase Orders

1. Customers shall deliver purchase orders to the Supplier either by post, by e-mail, on an electronic data medium, verbally, or by telephone. Orders are binding for the Customer. Customers shall indicate the following in their orders:
 - a. their company's name, registered seat, ID number and, if applicable, information on the company's entry in the Commercial Register;
 - b. the type and quantity of the ordered polygraphic products;
 - c. the price;
 - d. the delivery date of production documents, the delivery deadline of the Order, the place of delivery and the requested delivery method;
 - e. contact details of the customer: an e-mail address and/or telephone number;
 - f. the person authorized to take over the Order;if the Supplier does not already possess this information in connection with previously performed Orders. The Customer may also provide the above information in a purchase order by referring to a price quotation of the Supplier, provided that one has been processed and contains the relevant data, or by referring to another document whose content is known to both the Supplier and the Customer at the time the purchase order is delivered.
2. A Contract is entered into upon confirmation of a purchase order or upon the bilateral signature of a Contract for Work. The Supplier shall confirm acceptance of a purchase order to the Customer within 5 business days of receiving it, and shall do so by post, e-mail, verbally or by telephone. The Supplier may also confirm entry into a Contract in writing in accordance with Section 1757 of the Civil Code. Confirmation of a purchase order with an amendment or a variation that does not substantially change the terms thereof shall constitute acceptance of the purchase order. In the event that the Supplier has already performed a different Order for the Customer within one year prior to the delivery of a purchase order, the purchase order shall be deemed to have been confirmed once 5 working days from its delivery elapse, unless the Supplier expressly informs the Customer within this period that it does not accept the purchase order. In the event that the Supplier submits a price quotation to the Customer during negotiations for entry into a Contract, such a price quotation

shall not contribute a proposal to enter into a contract in the sense of Section 1732 of the Civil Code.

3. The Customer is responsible for all material for printing that it delivers to the Supplier. The Customer is responsible for ensuring that the materials supplied in no way infringe on any third party intellectual property rights, as well as personal, property or any other rights of third parties, and furthermore that the publication or distribution of these materials do not violate the law, e.g. by supporting and promoting movements which aim to suppress human rights and freedoms. The Supplier cannot be held liable for the content of the prepared materials in any way. If however, the Supplier believes that the delivered materials are in conflict with this provision, it shall be entitled to refuse to perform the Order. If the Customer breaches its obligation pursuant to this paragraph, then the Customer alone shall be liable to third parties for any damages incurred or otherwise harmful consequences. In the same way, the Customer shall be liable to the Supplier for any damages incurred as a result of such a breach, including lost profit, damage to its reputation, or otherwise harmful consequences. The Supplier shall not be obliged to archive documents materials submitted for an Order (including print data, proofs, printed specimens, etc.).

III. Prices

1. The Price shall be agreed upon in a Contract for Work or, alternatively, on the basis of a price quotation of the Supplier, which shall be valid for a period of 2 months. The price may also be agreed on the basis of a price list approved for the relevant period. Unless specified otherwise, all stated prices do not include VAT. VAT shall be added to the price at the applicable rate in accordance with generally binding legislation as of the date of the taxable transaction. If the Supplier has already performed a comparable order for the Customer up to one year before the delivery of a purchase order and the Supplier has not prepared a separate quotation for the new Order, the same unit price that applied to the previous order shall apply to the new Order, unless expressly determined otherwise in the particular case. If the price in the purchase order differs from the price in the Supplier's quotation, the price specified in the quotation shall apply. If no price has been negotiated at all, the Customer shall be obliged to pay the ordinary price.

IV. Delivery Deadline

1. The Supplier is obliged to hand over the Order to a person authorised by the Customer under the conditions and by the deadline specified in the Contract. The agreed delivery deadline shall apply as long as production materials are delivered and approved in a timely manner and an advance (if agreed) is paid on time. The Customer is obliged to deliver the production materials by the date specified in the Contract. If the Customer is in delay with the delivery of supporting documents or the provision of an agreed advance payment, the Supplier will unilaterally change the agreed deadline according to its production possibilities. In such a case, the Supplier shall inform the Customer of the change in the deadline for production of the Order. The Supplier shall not be in delay with the performance of the Order, if the Customer fails to fulfil its obligations towards the Supplier by the time limits agreed in the Contract, particularly if the Customer fails to provide all necessary production materials, fails to provide the necessary cooperation or fails to provide an advance payment on the price of the Order (if one is agreed) in a timely manner. The Supplier informs the Customer that a breach of the obligation to deliver production documents in time may lead to downtime in production and damage to the Supplier, for which the Supplier shall be fully entitled to claim compensation from the Customer.
2. The Customer is obliged to take over the Order. If a different place of handover of the Order than the Supplier's registered seat is agreed in the Contract, the Customer shall be obliged to

provide the Supplier with shipping instructions, stating the exact addresses, telephone numbers, name of the contact person, the scope of individual deliveries and, if necessary, identification of the carrier (if delivery is requested by a particular carrier) no later than three days before the agreed date of take over of the Order, unless the precise shipping instructions are already specified in the Contract.

3. If an Order is to be handed over at a place other than the Supplier's registered seat, the Customer shall be obliged to provide both the Supplier and the carrier with the appropriate cooperation. If the Customer fails to provide the appropriate cooperation, the Supplier shall be obliged to bill the Customer for any costs it may incur as a result.
4. Changes to the specifications of the subject matter of the performance (the cost or a change in the scope, format, colour, etc.) in comparison to the applicable Contract can only be negotiated if the price of the Order and other related contractual conditions are adjusted. In the event of withdrawal from the Contract or the termination of an obligation otherwise than by its fulfilment, the Supplier shall be entitled to the reimbursement of actually incurred costs associated with the fulfilment of contractual obligations up until withdrawal from the Contract or until the termination of the contractual relationship, as well as the costs of withdrawal itself.
5. Upon handover of the Order to the Customer, the risk of damage to the items passes to the Customer.
6. The right of ownership to the completed Order shall pass to the Customer on the date of full payment of the contractual price of the Order.
7. In the event of a delay with takeover of the Order by the Customer, the Supplier shall be entitled to charge a storage fee at the rate of 1% of the price of the Order for each commenced week of the delay. The risk of damage to the items shall pass to the Customer on the first day of such a delay.

V. Delivery Terms

1. The Supplier is entitled to produce and deliver a quantity above or below the agreed quantity in the range of -5% to +5% of the ordered quantity, where each item of a surplus quantity shall be supplied at 50% of the agreed unit price. In the case of a quantity below the ordered quantity up to a maximum of -1% of the ordered quantity, the total price shall not be reduced and the Customer agrees to receiving a smaller quantity for the originally agreed total price. If the quantity is more than 1% below the originally agreed price, the price shall be proportionately reduced. The Customer shall be obliged to pay the Supplier the price for the Order specified in the Contract. Unless expressly agreed otherwise, the price is set as EX WORKS (according to Incoterms 2016) from Plzeň, Podnikatelská 1160/14 or Klatovy, Nádražní 473/3, where the specific supply point shall be specified in the purchase order.
2. An invoice shall serve as a supporting document for payment; the Supplier shall send the invoice to the Customer by e-mail, unless expressly stated otherwise. The Supplier shall become entitled to issue an invoice on the date of handover of the Order. If the Customer fails to take over the duly completed work within 7 days of the agreed delivery date at the latest, the Order shall be deemed to have been duly taken over on the last day of this period. Unless agreed in the Contract otherwise, the invoice shall be payable by the due date specified therein. If the Customer requests delivery of the Order to a third party, such as the end customer, the Order shall be considered to have been delivered at the moment of handover to such a third party. In such a case, delivery of the Order shall be evidenced by a delivery note or other proof of handover of the Order to the third party by the carrier.
3. If the Customer is in delay with payment of the invoice, the Supplier shall be entitled to charge interest on arrears at a rate of 0.05% per day until payment is made. If, however, the delay exceeds 30 days, the interest on arrears shall be increased to 0.1% of the outstanding amount from the 31st day until payment is made. If the Order has not yet been handed over and the Customer is in delay with payment, the Supplier shall be entitled to retain the Order until the outstanding amount

has been paid. The Supplier is further not obliged to commence or continue with the performance of a different Order for the same Customer until the outstanding amount has been paid in full. Unilateral offsetting by the Customer or the assignment of a receivable for the Supplier is excluded.

4. If the order is supplied on returnable pallets, the pallets are supplied on the basis of a pallet exchange system, however, if this is not possible or practical, or if the returnable pallets are not returned to the Supplier within 3 months of being received, the Customer shall subsequently be charged for the delivered pallets at the rate of CZK 250 + VAT per pallet.
5. The Supplier is also authorised, upon agreement with the Customer, to perform the Order partially; in such case the Customer shall be obliged to take over the partially performed Order.
6. The Supplier shall store an Order which is not taken over in a timely manner and shall be entitled to charge the Customer a storage fee of 0.5% of the price of the Order excluding VAT for each commenced day of the delay. If the Customer fails to take over a stored Order or a part thereof within 60 days of the date on which it is stored at the latest, the Supplier shall be entitled to dispose of the Order and charge the costs of disposal to the Customer.

VI. Payment Terms

1. The Customer shall pay the purchase price and, if applicable, carriage fees and any surcharges, including VAT, after agreeing upon one of the following payment methods or a combination thereof with the Supplier.
2. Method of payment:
 - a. payment of an advance on the basis of a request for an advance payment;
 - b. payment in cash upon delivery or takeover of the Order;
 - c. payment of an invoice by bank transfer, payable by the due date specified in the invoice.
3. The Customer shall be obliged to pay the full price of an Order which has been duly completed, even if the Customer has not collected it. The Supplier may also issue an invoice for partial performance of an Order and the Customer shall be obliged to pay for such a partial performance.

VII. Force Majeure

1. The Supplier shall not be held liable for delays or inability to complete an order as a result of a force majeure.
2. The Supplier shall be obliged to inform the Customer of such a case without delay. In the case of an event of force majeure, the Supplier shall be entitled either to extend the delivery period or to withdraw from the Contract without liability for possible damages incurred.

VIII. Liability for Defects (Claims)

1. When taking over an Order, the Customer is obliged to inspect the Order, including the packaging, and to ascertain its condition and quantity. The Customer shall be obliged to claim evident defects from the Supplier in writing within 3 business days. Claims for hidden defects shall expire if the Customer fails to provide the Supplier with a report on hidden defects in the Order within 3 working days after discovering such defects or from the moment when the Customer, by exercising due diligence, should discover a defect, however no later than 3 months after taking over the Order.
2. Claims shall be without prejudice to the Customer's obligation to pay the price for the Order, and the provisions of Section 2108 of the Civil Code shall not apply to the Contract.
3. If there are qualitative deficiencies in the delivery, such as inaccuracies in colour, registration or finishing, and if the number of defective prints does not exceed 1% of the delivery, the Order shall be deemed duly completed.

4. Deviations will not be considered to be defects in an Order if they are within the scope specified in the document: "Production Parameters and their Tolerances" which is an integral part of these Business Conditions.

IX. Final Provisions

1. The Supplier's right to the price for an Order under a Contract shall be statute-barred for a period of 10 years.
2. The Supplier shall only be liable to the Customer for actual damages caused by a breach of obligations established in the Contract, however in a maximum amount of the price of the Order excluding VAT. These amounts also represent the maximum foreseeable loss which the Supplier may possibly incur due to a failure to observe applicable contractual regulations.
3. The Supplier shall not provide compensation for lost profit.
4. The Supplier shall be entitled to withdraw from a Contract, besides for the reasons stipulated in generally binding legislation, if the Customer becomes bankrupt or a bankruptcy petition is rejected due to a lack of assets.
5. Contracts are subject to the Civil Code and Czech law, even if the Customer is a foreign entity. Application of the Vienna Convention on the International Sale of Goods (Ministry of Foreign Affairs Communication No. 160/1991 Coll., concerning the negotiation of the UN Convention on Contracts for the International Sale of Goods) on the Contracts and on the Conditions is hereby excluded.

These Conditions enter into force on 1 April 2019. These Conditions are available at www.typos.cz.

The document "[Production Parameters and their Tolerances](#)" constitutes an integral part of these Conditions.