

General Business Terms and Conditions of GEOMAT s.r.o.

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GEOMAT s.r.o.

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I. General Provisions

1. These General Terms & Conditions of Business (the “General Terms”) apply to, and are binding upon, all purchase contracts and orders for goods or services, both oral and written, to be concluded by and between GEOMAT s.r.o., a company with its registered office at Pražákova 1008/69, 639 00 Brno, VAT No.: CZ25514971, as the seller (the “Company”), and a legal person or an individual entrepreneur as the buyer.
2. Any legal relation between the seller and the buyer not expressly regulated in these General Terms is governed by the pertinent provisions of Act no. 89/2012 Sb., Civil Code, as amended, and related legislation.
3. When placing a purchase order for goods or services (making a purchase contract), the buyer confirms that he has acquainted himself with these General Terms of the Company for the supply of goods and services and consents to the General Terms in force and effect as on the date the purchase order is placed (or purchase contract made).
4. The buyer is aware that buying or placing a purchase order for goods offered by the seller constitutes no right for the buyer to use any registered trademark, trade name, company logo or patent of the seller or any third party unless otherwise agreed for a specific case in a separate agreement. The current version of the General Terms is available at www.geomat.cz.
5. Any currency data in these General Terms may also be interpreted in a different currency, depending on the currency of the purchase contract or oral or written purchase order, at the Company’s internal exchange rate for the date on which the pertinent article of these General Terms is applied.
6. These Terms and Conditions shall preferentially and exclusively be applied to legal relations between the Company and the buyer unless otherwise stipulated in these Terms and Conditions. The application of any other business and/or purchasing terms and conditions of the buyer is hereby expressly excluded, even if the other terms and conditions stipulate their preferential application.

II. Types of Goods

1. The following are the types of the goods offered for sale by the company under these Terms and Conditions:
 - a) **Standard goods** – are goods that are part of the seller’s standard range and usually in stock.
 - b) **Goods on demand** – are specific goods manufactured upon a buyer’s demand or a buyer’s wire transfer to the seller’s account in advance; these goods are usually not in stock.
 - c) **Biodegradable goods** – are specific natural goods made only from natural degradable materials (coconut, jute, straw, etc.) or containing a significant portion of such materials.

III. Placing Orders for Goods

1. All of the seller’s quotes for goods are non-binding.
2. The seller confirms the delivery of the goods (the purchase order) only after the buyer’s purchase order is sent or confirmed, and subject to these General Terms. The seller may at all times request, depending on the nature of the purchase order, that the buyer approve the purchase order and check the date therein in an appropriate manner, such as by letter, email or phone. The seller may disregard a purchase order that the buyer refuses to approve in the required manner. The seller also reserves the right to cancel a purchase order without giving any reason.
3. The seller may reject a purchase order for serious operational reasons or if the buyer is late paying for previous deliveries of goods. The buyer shall be bound by their purchase order until the deadline for the delivery of the goods.
4. The Sales Department of the Company accepts purchase orders as follows:
 - a) by email sent to obchod@geomat.cz,

- b) by email sent to the email address specified in the seller's quote,
 - c) in writing, delivered to the seller's address: GEOMAT s.r.o., Pražákova 1008/69, 639 00 Brno,
 - d) in writing, through contractual sales representatives.
5. The seller sends their purchase order registration in an email message to the email address from which the purchase order is placed or that the buyer specifies in the purchase order. The seller acknowledges the acceptance of the purchase order and the delivery of goods by sending the acknowledged purchase order, acknowledging the purchase order with reservations (sending a counterproposal) or sending a separate document.
6. Any purchase order must specify the precise product name, date and place of delivery, quantity, the competent person authorised to accept the goods, this person's identification data, the method of delivery and method of transport, plus the seller's quotation number and the date on which the purchase order is placed in response to the seller's quotation, or buyer code (regular buyer) or purchase contract number with the date of conclusion if any such contract is made.

IV. Purchase Agreement

1. The subject matter of the purchase contract is the seller's obligation to supply the buyer with goods and services and transfer to the buyer the title to the goods and services subject to the stipulated terms and conditions, and the buyer's obligation to pay the seller the selling price for the goods or services.
2. A purchase contract is concluded on the basis of an order placed by the buyer and final acknowledgement of the order by the Company. Accepting the order for further processing (registration) and notifying the buyer of this operation is not understood as acknowledgement of the order. Nothing prior to acknowledgement of the order may be regarded as consent to the order's content; the data in the order becomes contractual data only by acknowledgement of the order. If the seller cannot accept an order in its entirety, the seller shall acknowledge this by making a counterproposal reflecting its stock and delivery capabilities. Acknowledgement of an order (a counterproposal) may take the form of a separate document with the specifications of the buyer's order or reference to the buyer's order. Such a counterproposal is final and the purchase contract is valid unless the buyer cancels the order in writing (by email or letter) within 12 hours of the seller's counterproposal being sent. On non-working days, this deadline is extended by the time equal to the number of hours of the non-working days.
3. If the seller and the buyer make the purchase contract in writing, legal relations between the seller and the buyer are governed by the purchase contract (in writing), and a general purchase contract where applicable, and other relations are governed by these General Terms, which take precedence over the buyer's terms of business, the fact of which is acknowledged and consented to by the buyer.

V. Purchase Price and Terms of Payment

1. Purchase price means the price for the goods or services stated in Czech crowns excl. VAT as shown in the seller's current price list valid on the date of placing the purchase order or making the contract, or the price for the goods as shown in the seller's quotation submitted by the seller or the seller's contracted agent and indicating the date of the quotation. At the buyer's request, the seller submits a quotation to the buyer, indicating the period of validity of the quotation. The Company reserves the right to amend prices to respond to input material market price developments or the developments in the exchange rate between Czech crown and the currency of the manufacturer of the goods.
2. Unless otherwise stated in the seller's quotation, the purchase price excludes the cost of transport to the place designated by the buyer. The cost of transport is calculated separately using the contracted carrier's price list and the buyer undertakes to pay the cost of transport when presented with the invoice. If a purchase order and the cost of transport are acknowledged and the buyer then requests in writing (by letter or email) that the goods be delivered in several shipments, the buyer must pay such extra cost of transport to the seller when presented with the invoices for such shipments.
3. If it is agreed that the purchase price for goods includes the cost of transport to the destination, this only covers a single journey with a specific quantity of the goods purchased. The cost of transport for

any additional journeys with additional or partial shipments will be invoiced to the buyer as per the contracted carrier's price list and the buyer must pay the invoice.

4. The buyer acknowledges that the purchase price does not include any technical solution design, on-site consulting or other service unless otherwise agreed in writing.
5. The price for the goods or services will be invoiced to the buyer; the invoice must show all the information required for tax documents. The buyer must pay invoiced amounts in due time as shown in invoices.
6. The methods of paying the purchase price are as follows:

- a) advance payment by bank transfer to the seller's account (payment of a pro forma invoice)

After accepting an order, the seller sends the buyer a pro forma invoice, which falls due seven days prior to the contractual date of the first supply of goods. The buyer's payment is not considered made until the invoiced amount is credited to the seller's account. Only then are the goods released from stock. If a pro forma invoice also covers goods on demand, the goods will not start to be manufactured until the invoiced amount is credited to the seller's account. Making an advance payment constitutes no right for the buyer to be granted a reduction of the purchase price.

- b) Payment on credit falling due on the 30th day after goods are handed over

Only subject to agreement with the seller, where the buyer is insured by the seller's insurer, which defines a credit limit for the buyer. An invoice is not considered paid until the invoiced amount is credited to the seller's current account. Making payment prior to the due date constitutes no right for the buyer to be granted a discount on the purchase price.

7. If the buyer is late paying any amount invoiced, the buyer must pay the seller statutory late payment interest at the rate set out in the applicable law plus a contractual penalty at the rate of 0.05% of the amount due per day (or any part thereof) of delay until the amount due has been fully paid. The seller may assign any debt that is more than 30 days overdue to the seller's insurance company or any other person.
8. If the pro forma invoice payment is delayed, this postpones the date of delivery for the goods to the next date that may be suitable in respect of the seller's production or transport capabilities. If the pro forma invoice is overdue by 30 or more days, the seller may withdraw from the contract. If the buyer is in arrears with the payment of the invoice, the seller cannot be in arrears with the delivery of goods or services.
9. The buyer is not entitled to withhold payments on the grounds of product liability claims, claims for damages or any other claims the buyer may have against the seller. Without the seller's prior approval in writing, the buyer may not offset his own claims or those assigned by third parties against the seller's claims.
10. Where there is doubt about the date on which an invoice reaches the buyer (invoice undelivered or lost), it is understood that pro forma invoices reach the buyer upon acknowledgement of the purchase order by the seller or the execution of the purchase contract, and regular invoices reach the buyer upon the signing of the bill of delivery or the handover report. The buyer may request that a copy of the invoice/tax document be issued for him, but this does not postpone the due date unless this is agreed otherwise in writing.
11. The seller retains the title to the goods being sold (retention of title), i.e. title to the goods shall not pass to the buyer until full payment of the purchase price incl. VAT and of contractual penalties or sanctions, if any, associated with late payment of the purchase price.

VI. Place of Performance

1. The place of performance is the place where the goods are handed over to the buyer or the carrier specified in the order; the place is agreed to by the seller and the buyer according to the transport instructions, i.e.:
 - a) the seller's warehouse, which is the place for personal pickup;
 - b) the seller's warehouse, where the seller hands the goods over to the first carrier for delivery to the buyer; the goods shall be clearly marked as a consignment for the buyer;
 - c) the manufacturer's warehouse, where the seller hands the goods over to the first carrier for delivery to the buyer; the goods shall be clearly marked as a consignment for the buyer.
2. The buyer understands that the unloading of goods in the place of performance shall be the buyer's responsibility and at the buyer's expense. The buyer must provide the seller with such cooperation as may be required for the due delivery of the goods, or secure such cooperation.
3. If the seller and the buyer agree on the goods being delivered to a place designated by the buyer, the buyer must ensure road access to that destination and define the area where the goods can be unloaded safely without compromising the health and safety of the employees of the seller (or the carrier) and the recipient, violating traffic rules and posing any hazard, such as one resulting from unsuitable terrain. The buyer must also arrange for the unloading of the goods on the agreed date of delivery and the acceptance thereof by a competent person authorised to accept the goods, and the buyer must notify the seller of this person's identification data in the buyer's written purchase order.
4. If the buyer fails to arrange for such a destination as specified above and the necessary cooperation (i.e. no person authorised to unload turns up, goods are rejected for no good reason, no unloading arranged, etc.), the seller, or the carrier where applicable, is not obliged to release the goods for unloading and the buyer is liable for all costs incurred in connection with such unsuccessful delivery (transport elsewhere and storage), as well as those incurred in connection with a repeated delivery. This is without prejudice to the seller's entitlement against the buyer, if any, to be compensated for damage or loss of profit.

VII. Terms of Delivery

1. The delivery period starts at the conclusion of the purchase contract (i.e. when the buyer receives acknowledgment of the purchase order from the seller). If standard goods are in stock, they are shipped by being handed over to a carrier, and are expected to be delivered within three working days of the transport purchase order being placed with the carrier. If the standard goods that are ordered are not in stock, the seller notifies the buyer of this and informs the buyer of a tentative date (or period of time) of delivery or offers a different, comparable product which is available with a nearer delivery date. The goods will be delivered as per the agreed method of transport, i.e. to the address (place of performance) specified in the purchase order as the destination (place of performance or delivery) and agreed by the seller in their acknowledgement of the purchase order. Goods on demand are always delivered by the dates agreed between the buyer and the seller, as per the transport arrangements and taking account of the possible influence of third parties.
2. The buyer acknowledges the seller is not liable for any delay in delivery demonstrably attributable to force majeure or unforeseeable circumstances on the part of the carrier, such as the failure of the means of transport, a strike, an impassable or congested road, etc.
3. The buyer must pick up the goods that were ordered on the agreed delivery date (within the delivery period agreed and confirmed by the seller). Unless the buyer collects the goods no later than 14 working days after the contractual date of delivery, the buyer must pay the seller a storage fee of CZK 10/m³ of uncollected goods according to the goods' logistical dimensions for each day of storage after the contractual delivery date, plus damages or loss of profit if any.
4. The seller's obligation to deliver the goods is fulfilled when the seller hands the goods over, in accordance with the transport instructions, to the first carrier for transport to the destination, or allows the buyer or a third person authorised by the buyer to ship the goods. If the seller's warehouse or establishment is agreed as the destination, the goods are to be picked up by the buyer or a third party

authorised by him from that warehouse or establishment of the seller, within the collecting times defined by the seller. The risk of damage to the goods passes to the buyer according to the agreed method of delivery at the moment the goods are handed over to the first carrier for transport to the buyer or the buyer or a third person authorised by him is allowed to ship the goods.

5. The seller delivers the goods in the usual packaging corresponding to the type of goods (protective films, boxes, identification and binding straps, etc.) and facilitating safe transport of the goods without damage or destruction.
6. The buyer must ensure that individual quantities of contract goods are specified as full packs in the written delivery instructions. If the buyer fails to do so, the seller shall round the quantities in the order up to full packs.
7. Documents related to the goods are supplied along with the goods in accordance with generally binding legal rules. The seller also duly performs his obligation to deliver the goods, i.e. the goods are handed over by the seller and taken over by the buyer by identical representations made in the bill of delivery.
8. The cost of transport to a foreign country is not covered in the purchase price. The actual cost of transport is billed to the buyer as per the carrier's price list and the buyer is obliged to pay this cost when presented with a pertinent invoice. The method and cost of transport varies on a case-by-case basis.

VIII. Conditions for the Return of Goods

1. A purchase order may only be cancelled in respect of standard items of goods (designated as "standard" in the offer and at www.geomat.cz) in the range of the seller's goods prior to the goods being released from stock (handed over for transport). After goods have been released from stock (handed over for transport) or received by the buyer, standard goods items may only be returned by the 30th day of release (handover for transport), only upon a written agreement between the buyer and the seller; if the seller accepts the return of the standard goods, the buyer undertakes to compensate the seller for all costs associated with the delivery of the goods or commencement thereof, i.e. the cost of transport and return transport and flat-rate cost compensation at 5% of the price of the cancelled goods excl. VAT. Goods must be clean, unused, free of any damage and in the original packaging.
2. No cancellation of a purchase order is permitted in respect of goods on demand (those not designated "standard" in the offer and at www.geomat.cz) and/or biodegradable goods (designated "bio" in the offer and at www.geomat.cz).
3. Goods on demand and biodegradable goods may only be returned by the 30th day of release (handover for transport), only upon a written agreement between the buyer and the seller; if the seller accepts the return of the goods on demand or biodegradable goods (or part thereof), the buyer undertakes to compensate the seller for all costs associated with the delivery of the goods back to the seller plus flat-rate cost compensation at 30% of the price of the cancelled goods excl. VAT. Goods must be clean, dry, unused, free of any damage and in the original packaging. The seller does not accept the return of goods until the physical condition of the goods before leaving the delivery premises for return to the warehouse has been inspected. The method used for this inspection is to be agreed between the buyer and the seller in writing. The buyer understands that no returns are allowed if the goods are unpacked, damaged or dirty, or have been stored by the buyer for over 30 days.
4. The buyer understands that if he cancels a purchase order after the goods have been delivered to or accepted by him, the loading of the cancelled goods at the place of performance is to be arranged for, and the cost thereof to be covered, by him.

IX. Product Liability and Circumstances Excluding Liability

1. The buyer must examine the goods without undue delay on their receipt (or, as the case may be, after the passage of the risk of damage to the goods pursuant to VII.4) and check whether he is going to receive those goods as specified in the purchase agreement.

2. A defect in goods means a deviation from the quantity, type and qualitative characteristics of the goods or part thereof which are stated in the contract, technical standards or generally binding legal rules.
3. The seller shall not be liable for any defects in the goods caused by failure to observe any instructions and procedures specified by the seller or manufacturer or to observe any technical restrictions specified in the product documentation, by mishandling, improper storage or incorrect placement in a construction or acceptance of the goods by the buyer without due inspection.
4. Any quality issues or delivery of incorrect goods must be reported by the buyer to the seller on receipt of the goods by specifying them in the delivery note. Later complaints will be disregarded. The preferred method of response to complaints made duly and admitted is to deliver the goods which are missing, replace the goods or supply substitute goods. Buyers which are not end customers are required to respond to defective goods claims by replacing the goods as the first option; a refund of the purchase price is only permitted if the replacement of the goods is not practicable. In that case the buyer must immediately inform the seller about the claim and how it is responded to.
5. The carrier, not the seller, shall be liable for any damage in transport. If goods are shown to have suffered damage in transport, a pertinent report must be made together with the driver; otherwise it is presumed that the risk of damage to the goods passed to the buyer once the goods were handed over to the first carrier.
6. The seller provides a quality warranty for the goods, i.e. a warranty that the goods will be fit for use for the agreed or usual purpose for a certain period of time or retain the agreed or standard properties, for the length of time and duration resulting from the written warranty. The warranty period extends to the period of time as specified in the attachment "Goods Warranty Periods", which forms an integral part of these General Terms. The warranty period starts running on the day on which the goods are delivered to the buyer or the destination. During the warranty period the buyer must follow the recommended practices and technical restrictions as suggested in the accompanying documents (those describing proper handling and use of the goods, technical specifications, etc.); the buyer's failure to observe these releases the seller from liability for the product.
7. Upon the occurrence of events that cannot be foreseen when a purchase order is acknowledged or a purchase contract entered into and that generate an obstacle to the seller performing his obligations, the seller may postpone the delivery by the time necessary to restore normal operation. This must be notified by the seller to the buyer immediately.
8. All circumstances where liability is excluded, including non-culpable delays in delivery from a manufacturer, vehicle breakdowns and similar force majeure events that hinder the fulfilment by the seller of his obligations, entitle the seller to withdraw from the contract without being liable to pay damages to the buyer. The seller undertakes to notify the buyer of the occurrence of any of the aforesaid circumstances threatening to compromise the agreed date of delivery, and agree a substitute date of delivery or cancellation of the purchase order.

X. Terms of Warranty

1. The company provides a standard quality warranty for delivered goods for a period of 72 months, except for biodegradable goods, goods made from recycled raw materials and goods with an adhesive installation layer. The quality warranty periods for biodegradable goods and goods made from recycled raw materials and goods with an adhesive installation layer are 6 and 24 months, respectively.
2. The warranty, in the meaning of the General Terms in force, means that the goods will be fit for use for their usual purpose or retain their usual properties after delivery during the warranty period.
3. The warranty period starts running on the day the seller hands the goods over, in accordance with the transport instructions, to the first carrier for transport to the destination, or allows the buyer or a third person authorised by the buyer to ship the goods.
4. During the warranty period the buyer must follow the recommended storage practice and handling and application (fitting) procedures and the technical restrictions as suggested in the accompanying documents (those describing proper handling and use of the goods, technical specifications, etc.). The main rules for the storage and handling of goods:

- a) goods must be placed in a suitable storage place;
 - b) goods in storage must not be exposed to any biological factor;
 - c) goods in storage must not be exposed to direct sunshine and excessive dust fallout;
 - d) goods must be kept in the intact original packaging throughout their storage and handling;
 - e) goods must not be exposed to excessive loads by other goods or otherwise during storage or handling; any load that results in the distortion of the original shape of the goods is excessive;
 - f) goods with a pressure-sensitive adhesive layer must not be kept or handled in a manner that could activate the adhesive layer during storage;
 - g) goods must be handled in such a way as to prevent any damage to the original packaging; in particular, no dragging along any surface is permitted;
 - h) goods may be handled in conditions not corresponding to the storage conditions only for the time necessary for unloading and putting them into storage, or loading and carrying them to the installation site.
5. Detailed storage and handling requirements are governed by the GEOMAT Storage and Handling Conditions. Any failure to observe the aforesaid rules invalidates any warranty.

XI. Personal Data Processing

1. In the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the general data protection regulation – the “Regulation”), the Company is the Data Controller and processes the following personal data of customers and parties which have expressed interest in the Company’s goods or services:
 - a) Natural persons: name and surname; postal or mailing address; email; phone number.
 - b) Companies: contact persons’ degrees, names, surnames, job titles, work addresses, phone numbers and emails; the name of the company.
2. All this data needs to be processed to identify contracting parties and contracted performance and keep records of contracts and ensure parties can enforce or defend their rights and obligations. This processing is permitted pursuant to:
 - a) Article 6(1)(b) of the Regulation – processing necessary for the performance of a contract; and
 - b) Article 6(1)(f) of the Regulation – processing necessary for the purposes of the legitimate interests pursued by the controller or by a third party.
3. The Company will process the aforesaid personal data for the given purpose throughout the duration of the contract and ten years thereafter unless other legislation requires a longer retention period.
4. If the Customer shows interest, commercial communication will be sent to contact persons’ emails as this is permitted under Section 7(3) of Act 480/2004 Sb., the Information Society Services Act. Such communication may only concern similar goods or services and may be unsubscribed from at any time in one of the following ways:
 - a) sending a letter to the Company’s contact address
 - b) sending an email to privacy@geomat.eu
 - c) clicking the pertinent link in commercial communication.
5. The Regulation vests the following rights in customers:
 - a) requesting the Company to disclose what personal data of the requesting customer the Company keeps;
 - b) requesting the Company to provide access to this data or to update or rectify the same, or request restriction of processing;
 - c) requesting the Company to delete this personal data; the Company deletes the data unless this is contrary to the law or the Company’s legitimate interests;

- d) obtaining effective judicial redress if the Customer believes his rights under the Regulation are being violated as a result of data being processed contrary to the Regulation;
- e) requiring data portability;
- f) requesting a copy of his personal data that is processed;
- g) lodging a complaint with the Office for Personal Data Protection;
- h) objecting to his data being processed on the basis of a legitimate interest of the Company.

XII. Final Provisions

1. The seller may withdraw from the purchase contract if the buyer fails to comply with the payment terms.
2. The seller may send the buyer each month a list of the buyer's debts owed to the seller (list of outstanding invoices). The buyer undertakes to acknowledge this list of outstanding invoices and deliver the same back to the seller no later than on the fifth day after receipt. The buyer's failure to perform this obligation entitles the seller to withdraw from the purchase contract or to provide further supplies.
3. The buyer understands that default by the buyer entitles the seller to report the buyer's payment behaviour arising from their mutual contractual relationship to a special register. The buyer grants his consent for the duration of the obligation between him and the seller or, as the case may be, until all obligations owed by the buyer to the seller are discharged.
4. Any legal disputes shall be resolved by the relevant courts in the Czech Republic.
5. These Business Terms and Conditions apply to the legal relations between the buyer and the Company unless otherwise stipulated in a purchase contract between the buyer and the seller. Any other matter is governed by the Civil Code.
6. The seller reserves the right to amend these General Terms without prior notice.

These General Terms are valid and effective from 1 March 2021.

Ing. Petr Hubík
Director