



# General Terms and Conditions

The General Terms and Conditions govern the legal relations between the buyer and the seller.

## **I. BUSINESS AND PAYMENT CONDITIONS**

- Buyer's orders in writing, by e-mail or via the Internet, are a customer's request in a legal sense and will only be binding on the seller by delivery of a written order confirmation sent to the buyer by e-mail or mail. The Seller is entitled to refuse the order if he is unable to meet the Buyer's order requirements in full or if the Buyer does not accept his counter-proposal based on subsequent negotiations with the Buyer..
- The buyer undertakes to take the ordered and after the confirmation of the goods manufactured by the seller and pay it within 30 days (unless agreed otherwise) from the date of issue of the invoice with the requirements of the tax document pursuant to § 435 of the Civil Code. In the event of delay in meeting the monetary obligation or part thereof, the seller is entitled to charge the buyer default interest according to Section 1970 of the Civil Code in the amount set by the government in the regulation, or its aliquot part from that way determined interest p. a. for every day of delay from due date till settlement, without prejudice to the right to compensation.
- In the event of the Buyer's default in payment, the Seller is entitled - without prejudice to other rights - to withhold deliveries to the Buyer until all outstanding obligations of the Buyer have been paid, while the Seller is not in delay with fulfilling the retained deliveries.

## **II. GENERAL DELIVERY CONDITIONS**

- Generally specified delivery time is 6 - 9 weeks from the date of order confirmation, if the seller has a printing cliché available for the requested printing.
- In the event that the printing cliché is not available to the Seller when placing the Buyer's order, the delivery period shall commence from the date on which the produced printing cliché is delivered to the Seller for the required sack printing.
- By signing these delivery terms, the seller and the buyer conclude a custody agreement (the cliché in question) owned by the buyer at the seller's registered office pursuant to Section 2402 et seq. of the Civil Code.
- The day of the tax transaction is the day of acceptance of the goods for transport by the first carrier stated on the delivery note. The buyer acquires title to the goods under the agreed clause according to INCOTERMS 2010 and passes the risk of damage to the goods at the moment of its handover to the buyer at the place of fulfilment or handover of goods to the first carrier designated by the buyer within 24 hours.
- The seller shall hand over the delivery note together with the goods to the buyer at the place of fulfilment.
- If the Buyer fails to take delivery of the goods at the place of fulfilment within 14 days after the end of the confirmed date of fulfilment, the Buyer agrees that the Seller shall deliver the goods to the Buyer's registered office at his expense. The day of delivery is the day of receipt of the goods by the buyer or the day of receipt of the goods for transport stated on the delivery note. In case the Buyer refuses to take over the goods produced

within the agreed fulfilment date or to accept it for any reason, the Seller has the right to invoice on the date agreed in the partial contract (order confirmation) and the day of the tax transaction is day when invoice was issued.

- The seller is obliged to deliver the goods in the quantity, quality and design specified in the contract (order confirmation). If not specified in the contract (order confirmation), then in quality and design for the purpose for which the goods are delivered.
- Goods are delivered on pallets of various sizes, depending on the size of the bags. The pallets are optionally provided with a cover plate or a cardboard cover. Pallets and boards are included in the price of the goods.
- The seller reserves the right to maximum 0,5% of non-standard products in the total delivery, to evaluate the delivery as proper, free from defects. The buyer agrees with this provision.
- The seller may deviate up to  $\pm 5\%$  from the agreed quantity in individual deliveries without this being considered a quantitatively defective performance. Only the goods actually delivered will be charged.

## **III. CLAIMS**

- Dimensional tolerances and method of measuring bags are described in ČSN ISO 6591-1 Description and method of measurement, ČSN EN ISO 8351-1 Specification method for bags and ČSN EN ISO 8367-1 Dimensional tolerances of bags. Deliveries of all paper bags are considered according to the given standards as proper fulfilment, if the fulfilment is within deviations set by above mentioned standards.
- Color fastness - Colors used at MBS are waterborne and not lightfast. Color fastness varies from color to color. It depends on the way of storage and the length and intensity of contact with solar UV radiation and other light sources. Color stability is prolonged by storage in dark areas, the use of protective UV wrapping foil, and other UV barriers, the correct selection of color shades of the artwork design by a professional graphic studio or the use of lightfast colors.
- Color Abrasion - Color abrasion varies depending on the type of pigment used. The correct selection of color shades together with the given additives and finish (lacquer) can improve but not 100% eliminate abrasion of the color used.
- Resistance of colors to moisture - Colors used in MBS are water-soluble and not moisture-resistant. In water-based printing technology, certain pigments are more soluble depending on the humid environment, temperature and alkalinity or acidity of the material to be filled.
- Anti-slip - Both standard paper and printed paper for the production of paper bags and SOS bags show different slipperiness, which can be reduced by surface treatment and additives. These coatings and additives are unstable in their performance, the usability decreases with time and handling processes. On request, a minimum sliding angle of  $24^\circ$  with Bindzil can



- be achieved for bags and 25 ° for SOS bags with a non-slip matte finish.
- Hue and Saturation of colors - The hue and saturation of spot colors is a measurable quantity based on the CIELAB color chart. Each color is given in  $L^* a^* b^*$ , from which the  $\Delta E$  is calculated. Color deviation of spot color prints has  $\Delta E \leq 3$ . Final finish operations as lamination of printed paper can cause color variations, and therefore the color deviation of spot colors may reach  $\Delta E \leq 5$ .
  - Storage conditions - Suitable storage conditions for paper bags, sacks and SOS bags are dry, clean and ventilated areas protected from dirt and moisture. Furthermore, the products should be stored at a temperature above 10 ° C. The moisture content of the paper products upon shipment is  $7.5\% \pm 1\%$ . Moist environments and direct sunlight cause material degradation for subsequent product use. After completion of the production process, the products have a high humidity and therefore a subsequent filling process within three days of manufacture is not recommended.
  - Filling technology - changing the filling technology and subsequent palletization of the bag / sack by the buyer can have a major impact on its functionality and it is therefore necessary that the buyer informs the seller of the planned changes well in advance, existing products have been analyzed and based on the result of sampling and testing modified by mutual agreement between the Seller and the Buyer.
  - When making a claim, it is necessary to present a conclusive identification of the claimed goods.
  - Claims for defects detectable upon receipt of delivered goods must be made in writing to the seller within 1 week after delivery of the goods. Hidden defects, which could not be detected at the acceptance of the goods, it is necessary to notify the seller in writing without undue delay after their detection, but no later than 6 months from the date of delivery.
  - The acknowledged claim will not be solved by a substitute fulfillment, but in the form of a credit note upon mutual agreement, with the buyer's obligation to return defective goods to the seller at the buyer's expense.
  - Procedure for claiming goods damaged during transport. The claimed goods are in the original state (or photographed and sorted) available to the carrier's insurance company. The insurance company will come to the settlement of the insured event no later than 14 days from the time of written reporting of non-conformity to the seller. The Buyer records a reservation on the quality or the existence of other defects of the delivered goods at the moment of their discovery in the transport documents upon delivery of the goods (delivery note or invoice, travel report, CMR). The buyer will prepare a complaint report with a description of the event, where the expected cause of the occurrence and the extent of damage will be recorded. It is necessary that the complaint protocol is signed by the carrier (driver). Subsequent complaints about transport can not be taken into account.
  - Complaints must be concluded with the customer within 1 month from the date of delivery to the seller.

#### **IV. WITHDRAWAL FROM THE CONTRACT**

- The contracting parties agree that within the meaning of Section 2002 article 2 of the Civil Code the following are considered to be a material breach of the contract:
- - failure by the Buyer to comply with the above agreed payment terms or otherwise thwart the Purchase Contract by the Buyer, with the Seller's right to withdraw from the Contract.

- In case of refusal to accept the contracted goods or otherwise thwart the purchase contract by the buyer, a contractual penalty of 2% of the purchase price of the agreed quantity of goods is agreed. The settlement or payment of this penalty shall not affect the Seller's right to compensation of damages, real and other, in full.
- The buyer has the right to withdraw from the contract in case of substantial breach of the purchase contract by the seller, in particular:
- - when the seller repeatedly fails to deliver the bulk of the delivery in the prescribed quality
- - if the seller has delayed delivery of the goods for more than 5 weeks from the delivery date confirmed in the order.

#### **V. CONCLUSION**

- Other rights and obligations of the parties are governed by the relevant provisions of the Civil Code and other legal regulations.

At Štětí date: 2.1.2020

Buyer:

Seller: