

## GENERAL TERMS AND CONDITIONS OF MORAVIA CONTAINERS, a.s.

registered in the Commercial Register maintained by the Regional Court in Brno, Section B, Insert 7735, CRN 05661986, with registered office at Kaňovice 104, Kaňovice, Postal Code 763 41, Czech Republic (hereinafter referred to as "**MORAVIA CONTAINERS**")

### 1. Preamble

- (1) The main goal of MORAVIA CONTAINERS is a satisfied customer who will be satisfied with its products and will be interested in long-term mutual business cooperation. In order to simplify the negotiations between the parties and the conclusion of Orders, MORAVIA CONTAINERS has created the following general Order (hereinafter referred to as "**Terms and Conditions**").
- (2) The subject matter of these Terms and Conditions are the conditions under which MORAVIA CONTAINERS supplies products (residential containers, sanitary containers, storage containers and technological containers) or modular buildings (hereinafter referred to as "**Products**") to customers. The Terms and Conditions are an integral part of any offer, work Order or purchase Order (hereinafter referred to as the "**Contract**"), the subject of which is the supply, manufacture or assembly of MORAVIA CONTAINERS products, within the meaning of Section 1751 of the Civil Code.
- (3) All mutual rights and obligations shall be governed by the wording of these Terms and Conditions in force on the date of conclusion of the Contract. Any deviating provisions in the Contract shall prevail over the wording of the Terms and Conditions. These Terms and Conditions shall prevail over any other terms and conditions of the Customer or third parties, even if the Customer refers to them or attaches them to any document when negotiating the Contract. If any provision of these Terms and Conditions becomes or proves invalid or ineffective, the validity or enforceability thereof shall not be affected.
- (4) The Customer declares that prior to entering into the Contract with MORAVIA CONTAINERS, he/she has read the content of these Terms and Conditions, he/she agrees with them and accepts them without reservations.
- (5) MORAVIA CONTAINERS may change or amend the wording of the Terms and Conditions without the Customer's consent only to a reasonable extent. If the Customer does not agree with the proposed changes, either party shall be entitled to terminate the General Terms and Conditions and terminate the Contract, which is not bound to them and is not fulfilled or the performance thereof has not begun. In this case, the notice period shall be fifteen (15) calendar days.
- (6) All relations between the Customer and MORAVIA CONTAINERS that are not regulated by these Terms and Conditions are governed by the law of the Czech Republic, in particular the relevant provisions of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "Civil Code").

### 2. Subject of Performance

- (1) By sending a binding order, the Customer confirms that he/she has read and agreed to the full text of these Terms and Conditions. At the same time, he/she accepts prices of MORAVIA CONTAINERS that are valid at the time of sending the order. The Customer is sufficiently informed of these Conditions before the actual execution of the order and has the opportunity to become acquainted with them, as well as with the price of the ordered product. These Terms and Conditions are an integral part of the concluded Contract.
- (2) For the purposes of these Terms and Conditions, the term "Order" means a unilateral legal act of the Customer directed towards MORAVIA CONTAINERS in order to receive the ordered performance from the company (hereinafter referred to as "**Order**"). The Order can be demonstrably delivered to MORAVIA CONTAINERS by mail, through the Internet portal on the Seller's website, by email or by fax.
- (3) The Customer shall provide at least the following information:
  - a) Customer identification – name and surname or business name, company registration number and VAT number of the Customer, address of the registered office or place of business of the entrepreneur – legal entity or natural person
  - b) the required method of product delivery,
  - c) the required delivery date of the product,
  - d) the exact place of the product delivery,
  - e) exact contact details (phone number, email address),
  - f) the name of the product with reference to its code if it is a MORAVIA CONTAINERS type product, the number of pieces, the colour design, the drawing or the complete text specification of the product if it is an atypical product outside the MORAVIA CONTAINERS standard offer.
- (4) MORAVIA CONTAINERS shall be entitled to refuse an Order that does not meet the essential requirements and the necessary data or to return it to the Customer for completion and to give him/her a reasonable period to do so. Its futile expiration results in the Order being viewed as if it had never been delivered. Upon receipt of the Order, MORAVIA CONTAINERS shall provide the Customer with information regarding the availability of the requested product and the possible date of its production and delivery, which shall be mutually agreed.
- (5) The Customer's Order is a draft contract and the Contract itself is concluded when MORAVIA CONTAINERS delivers the Customer its binding consent to this proposal (binding Order confirmation by MORAVIA CONTAINERS) by email to the address provided by the Customer in the Order or to the Customer's registered office / place of business (hereinafter referred to as the "**Order Confirmation**"). From this moment on, mutual rights and obligations arise between the Customer and MORAVIA CONTAINERS. If, after receiving the Order Confirmation, the Customer discovers that any of the data is incorrect, it is the Customer's responsibility to notify MORAVIA CONTAINERS of this fact by email to

MORAVIA CONTAINERS's email address, or individual divisions of MORAVIA CONTAINERS. The Customer writes "Order Correction" in the subject line of the email and indicates the Order number and the data to be corrected.

### 3. Order Cancellation

- (1) The Order can be cancelled only exceptionally, after prior written agreement with MORAVIA CONTAINERS. A request for cancellation of the Order must be made in at least a similar manner to that in which the Order was placed. If the Order is cancelled by agreement of the Contracting Parties, the Customer is obliged to reimburse MORAVIA CONTAINERS for the reasonable costs incurred.
- (2) If the Customer does not collect the ordered products without prior cancellation of the Order, he/she shall bear the costs incurred in the production and delivery of these products (mainly material costs, production costs, transport costs, storage costs, etc.). This is without prejudice to the Customer's right not to accept the products due to a breach of the Contract.

### 4. Payment and Billing Terms

- (1) The price of products and other services (transport, assembly, calculations, assessments, etc.) shall be agreed upon by the Contracting Parties in writing.
- (2) The price of products and other services is set in EUR or CZK, the Customer is obliged to pay by wire transfer to the account of MORAVIA CONTAINERS indicated on the document. In the case of cashless payment, the Customer's obligation to pay is fulfilled on the day the payment is credited to MORAVIA CONTAINERS's account.
- (3) The Customer is obliged to pay an advance on the price of products and other services in the amount of 50% of the price of products and other services incl. VAT according to valid legal regulations. The Customer shall pay the agreed advance payment on the basis of an advance payment invoice issued by MORAVIA CONTAINERS (hereinafter referred to as the "**Advance Invoice**").
- (4) Unless otherwise agreed in the Contract, the Customer shall pay MORAVIA CONTAINERS the purchase price or balance payment for the products on the basis of the issued tax document – invoice. MORAVIA CONTAINERS is entitled to issue an invoice:
  - a) after the company has prepared the products for collection at MORAVIA CONTAINERS headquarters for the Customer or the carrier(s) authorised by the Customer, if the Customer arranges the transport of the products,
  - b) after the company has prepared the products for the Customer to collect at the place of delivery, if MORAVIA CONTAINERS arranges the transport of the products.
- (5) Unless otherwise agreed in the Contract, the Advance Invoices of MORAVIA CONTAINERS are payable within seven (7) days from the date of issue. Invoices other than Advance Invoices are payable within the period agreed between MORAVIA CONTAINERS and the Customer in the Order confirmed by the Seller pursuant

to Article II (5) of the Terms and Conditions. If the Customer and MORAVIA CONTAINERS do not agree on the due date of invoices other than Advance Invoices, they are due within fourteen (14) days from the date of issue.

- (6) If the Advance Invoice or previous deliveries are not paid by the Customer in due and timely manner, the delivery date of the products according to MORAVIA CONTAINERS's production capabilities shall be extended for a longer period of time than the Customer's delay in payment (up to three (3) months from the date of proven payment of the invoice or previous deliveries).
- (7) Value added tax (VAT) will be added to the price of the products and other services in according to valid legal regulations.
- (8) In the event of significant price changes due to exchange rate changes, inflation or significant changes in the supply conditions of manufacturers and other suppliers of products, MORAVIA CONTAINERS is entitled, unless otherwise agreed between the Customer and MORAVIA CONTAINERS, to require the Customer to pay the new purchase price. If the Customer does not agree with the new purchase price, both the Customer and MORAVIA CONTAINERS are entitled to withdraw from the Contract.
- (9) Delivery of products without assembly:
  - a) If the products are shipped on multiple dates (even within the same calendar month), MORAVIA CONTAINERS reserves the right to issue tax documents for each delivery separately.
  - b) If the shipment of products is split into two or more parts at the turn of two months, MORAVIA CONTAINERS issues tax documents for the parts according to the last date of shipment in the given month.
- (10) Delivery of products with assembly:
  - a) The final tax document will include the assembly price and other costs. The maturity period will be specified in the Contract or Order.
  - b) If the Customer postpones the scheduled and contractually agreed date of assembly without prior written notice, i.e. at least 7 days before the scheduled date of assembly, but the products are dispatched in due time, the Customer is obliged to pay the remaining agreed price, which will be quantified on the Advance Invoice. MORAVIA CONTAINERS reserves the right to add any cancellation fees and extra costs to the price of the products.
- (11) If the Customer postpones the date of shipment from the factory at a time when production has already started, the Customer is obliged to pay the storage fees (150 EUR/unit/1<sup>st</sup> month + 0,5 EUR/m<sup>2</sup>/day from 2<sup>nd</sup> month) and cancellation fees of the carrier.
- (12) The Customer is obliged to provide the Contractor with a valid VAT registration in the country of registered office and to inform MORAVIA CONTAINERS of any changes related to this registration. In the event of non-compliance with the above-mentioned information obligation, the Contractor is entitled to claim payment of any damages and penalties incurred.

- (13) In the event of delay in payment of an invoice (including the Advance Invoice) by the Customer, MORAVIA CONTAINERS is entitled, without prior notice, to charge a contractual penalty of 0.05% of the total amount due (incl. VAT) for each day of delay. This is without prejudice to any possible claim of MORAVIA CONTAINERS for damages. If the Customer is in arrears with the payment of the purchase price of the products or part thereof, MORAVIA CONTAINERS is entitled to defer the unfulfilled deliveries, freely assign to a third party without restriction, or withdraw from the concluded Contracts.
- (14) If the Customer is more than seven (7) calendar days in arrears with the payment of the invoice, the Seller shall be entitled to withhold the pending deliveries of the products and to make them only against payment in advance or upon the provision of security acceptable to MORAVIA CONTAINERS. In this case, MORAVIA CONTAINERS shall not be liable for any delay in its obligation to deliver the products on time.
- (15) No receivable of the Customer can offset against the payment of the products purchase price, whether created on the basis of the Contract or for another legal reason, nor the payment for the purchase price can be withheld for any reason (e.g. with regard to alleged rights from defects).

## 5. Transfer of Rights

- (1) The Customer acquires the ownership of the products upon its proper acceptance and full payment of the purchase price by crediting it to the account of MORAVIA CONTAINERS.
- (2) If the Customer unlawfully transfers the ownership of the products to a third party before full payment of the price, thereby making it impossible to return the products in their original condition to MORAVIA CONTAINERS, the Customer shall be obliged to pay MORAVIA CONTAINERS a contractual penalty in an amount equal to the price of the products that were unlawfully transferred to a third party.
- (3) The risk of damage to the goods passes to the Customer at the time of the products takeover or at a time when MORAVIA CONTAINERS allows him/her to handle the products and the Customer is in delay with their takeover.
- (4) If MORAVIA CONTAINERS is obliged to deliver the products to the Customer via a carrier, the risk of damage to the products shall pass upon handing over the products to the first carrier for transport to the destination.
- (5) Delivery terms are governed by the International Rules for the Interpretation of Delivery Terms and Conditions INCOTERMS 2020, as amended.
- (6) In the case of delivery of products abroad, when negotiating the EXW/FCA clause, the Customer declares that the products will be transported by him/her or by his/her authorized carrier(s) in accordance with the provisions of Act No. 235/2004 Coll., on Value Added Tax, as amended. Damage to the products that occurs after the risk of damage to the products has passed from MORAVIA CONTAINERS to the Customer does not release the Customer of the obligation to pay the purchase price.
- (7) In the case of delivery of products abroad (to another Member State of the European Union) when negotiating the EXW/FCA clause or in other cases where the Customer has to arrange transport at his/her own expense, the Customer undertakes to ensure that the products will be transported by him/her or by a carrier(s) authorized by him/her to the place of delivery specified in the Order. The Customer is obliged to provide MORAVIA CONTAINERS with full and truthful proof of the fact that the products will be transported at the Customer's expense to the place of delivery abroad within fifteen (15) calendar days of the completion of the transport or receipt of MORAVIA CONTAINERS's written request, namely:
- the Customer's declaration of carriage of the products in Annex No. 1 to these Terms and Conditions, if the Customer has arranged the carriage of the products himself/herself;
  - proof of who transported the products in question and to which place, i.e. an invoice issued by the carrier or a CMR or CIM consignment note and a confirmed delivery note,
  - other means as required by the competent tax authority to prove the final destination of the products.
- (8) If the Customer fails to fulfil the obligation imposed on him/her in the preceding paragraph, he/she is obliged to pay MORAVIA CONTAINERS a contractual penalty in the amount of the VAT assessed and other penalties applied by the tax authority. This does not affect MORAVIA CONTAINERS's right to compensation for damages.
- (9) Unless Article 5 (2) of the Terms and Conditions applies to the transfer of the risk of damage to the products, the risk of damage to the products shall pass to the Customer at the time when the Customer takes over the products from MORAVIA CONTAINERS or, if the Customer fails to do so in time, at the time when MORAVIA CONTAINERS allows the Customer to handle the products and the Customer breaches the Contract by failing to take the products over. In this case, the following rules also apply:
- If MORAVIA CONTAINERS is obliged under the Contract to hand over the products to the carrier at a specific location for the carriage of the products to the Customer, the risk of damage to the products shall pass to the Customer upon handing over the products to the carrier at the agreed location.
  - If MORAVIA CONTAINERS is obliged under the Contract to ship the products but is not obliged to hand over the products to the carrier at a specific location, the risk of damage to the products shall pass to the Customer at the moment when the products are handed over to the first carrier for transport to the destination.
- (10) Damage to the products that occurs after the risk of damage to the products has passed to the Customer does not relieve the Customer of the obligation to pay MORAVIA CONTAINERS the purchase price.

- (11) The right to assert claims for liability for defects in the products delivered shall only arise after the Customer has paid the price of the products including accessories in full.

## 6. Obligations of MORAVIA CONTAINERS

- (1) MORAVIA CONTAINERS is obliged to manufacture the products and to perform the assembly of the products, if any, at own expense and risk within the agreed time, in accordance with the Contract, the project documentation and the technical conditions.

## 7. Obligations of the Customer

- (1) By entering into the Contract, the Customer confirms that he/she has secured sufficient funds to finance the products.
- (2) The Customer is obliged to take over the products and to pay MORAVIA CONTAINERS all legitimate and duly documented financial claims arising under the Contract.

## 8. Delivery of Products and their Transport to the Destination

- (1) The date of delivery of the products shall be determined in advance by written agreement of the Contracting Parties.
- (2) MORAVIA CONTAINERS provides transport of products at the Customer's expense.
- (3) MORAVIA CONTAINERS provides, if necessary, packaging for transport (so-called transport walls), which are dismantled and disposed of at the Customer's expense.
- (4) The unloading is entirely the responsibility of the Buyer, who is obliged to provide sufficient space for the unloading and a crane.
- (5) According to the contractual transport conditions, the INCOTERMS 2020 parity will be determined as follows:
- a) Delivery of products with transport and without assembly:
- i. To EU: parity CPT destination, INCOTERMS 2020.
  - ii. Outside the EU: parity CPT destination, INCOTERMS 2020
  - iii. Delivery of the products is fulfilled once the products have been loaded onto the carrier's means of transport.
- b) Delivery of products with transport and assembly (regardless of destination):
- i. Parity DAP destination, INCOTERMS 2020
  - ii. The delivery of the products including assembly is fulfilled on the date of handover specified in the handover protocol
- c) Transport by boat:
- i. Parity FAS port address, INCOTERMS 2020
  - ii. Delivery of the products is fulfilled when the products are unloaded at the port

- (7) The delivery conditions are as follows:

- a) MORAVIA CONTAINERS is obliged to conclude a contract for the transport of the products at its own expense to the destination address, which must be known at least 7 days before the agreed shipment from the plant. The contract of carriage includes an arrangement for insurance of the products by the carrier.
- i. When shipping oversized products, the exact address must be provided 1 month prior to shipment.
- b) The costs associated with the loading of the products shall be borne by MORAVIA CONTAINERS. The costs associated with the unloading of products shall be borne by the Customer.
- c) MORAVIA CONTAINERS is obliged to hand over the products to the carrier and inform the Customer well in advance of the unloading time. The Customer is obliged to take over the products at the agreed destination and at the agreed time.
- d) Cancellation of shipment in less than two days in advance is not allowed.
- d) The Customer is always obliged to inform MORAVIA CONTAINERS of all facts that may affect the choice of the means of transport for the transport of the products (e.g. narrow entrances to yards, etc.).
- (8) If the Contract expressly stipulates that the Customer, as part of an exempt delivery of goods to another Member State, arranges for transport to another EU Member State (FCA parity, INCOTERMS 2020), the Customer undertakes that he/she:
- a) shall transport goods to another EU country
  - b) shall not transfer the right to dispose of the goods as owner to another entity in the Czech Republic (i.e. before the completion of the transport according to letter (a))
  - c) shall provide MORAVIA CONTAINERS with documents proving this shipment no later than the 10th day of the following month
  - d) takes over the products at the addresses of the premises of the individual divisions of MORAVIA CONTAINERS
  - e) shall conclude a contract for the transport of the products from the MORAVIA CONTAINERS plant at his/her own expense and at the same time provide the appropriate means of transport as instructed by MORAVIA CONTAINERS.
    - i. MORAVIA CONTAINERS is obliged to hand over the products to the carrier.
- (9) In the event of non-compliance with points (8) (a) – (c), the Customer shall be liable for any damages caused by non-compliance with the agreed terms and conditions.

## 9. Product Assembly

- (1) If the Contract includes the assembly of products, the Customer undertakes to provide and submit the following as required:
- a) Building permit or consent to the execution of the announced construction.
  - b) Paved access road for transport of assembly materials.

- c) MORAVIA CONTAINERS staff access to the construction site.
  - d) The base foundation for the containers placement according to the instructions of MORAVIA CONTAINERS (as specified in the document Terms and Conditions for the use and maintenance of the company's containers, which the Customer has received and which is also available on the Internet at [www.moraviacontainers.cz](http://www.moraviacontainers.cz)). If the foundations do not meet MORAVIA CONTAINERS requirements, MORAVIA CONTAINERS reserves the right to refuse the assembly. The resulting costs are borne by the Customer.
  - e) Appropriate crane according to MORAVIA CONTAINERS instructions for handling containers.
  - f) Electric power connection 400/230V/32A within 20 meters from the assembly point.
  - g) Sanitary facilities for MORAVIA CONTAINERS staff during assembly work.
  - h) Waste container for construction waste during assembly work and disposal of this waste.
  - i) Connection to the water supply and sewage, as well as to the heating and local electric installation is not part of the assembly, also the electrical inspection and earthing of the containers is the responsibility of the Customer.
- (2) The Customer is obliged to allow MORAVIA CONTAINERS to test the electric installation, water and sewage lines and heating before handing over the assembled products. Otherwise, the costs associated with travel to any guarantee repair of these products shall be borne by the Customer.
  - (3) If the assembly is delayed or not carried out due to delays or breach of duty by the Customer, the Customer undertakes to pay MORAVIA CONTAINERS all (additional) costs associated with this.

#### **10. Delay in the Products Takeover**

- (1) If the Customer is in delay with taking over the products by more than 5 working days, MORAVIA CONTAINERS is entitled to invoice the Customer for the price of the ordered products, regardless of when the products are taken over by the Customer, and MORAVIA CONTAINERS shall be entitled to charge the Customer for the costs associated with the storage of the products not taken over.
- (2) In the event of the Customer's delay in taking over the product, the Contracting Parties agree on a contractual penalty per unit in the amount of CZK 1,000 for each commenced day of delay. The payment of the contractual penalty does not affect the right of MORAVIA CONTAINERS to compensation for damages.
- (3) If the Customer is in delay in the products takeover for more than 30 days, MORAVIA CONTAINERS shall invite the Customer to take the products over, give the Customer an additional period of time to do so, and inform the Customer that in case of useless expiration of the period, MORAVIA CONTAINERS is entitled to dispose of the products and the Customer is obliged to pay both the price of the products, the costs of storing the products, the contractual penalty for delay in taking

over the products and all costs associated with the disposal.

#### **11. Liability for Defects, Product Quality Guarantee**

- (1) MORAVIA CONTAINERS provides the Customer with a product quality guarantee of 24 months from the date of delivery of the products. The guarantee on fixtures (electrical equipment, kitchenettes, taps, sanitary equipment, etc.) is subject to the terms and conditions of their suppliers.
- (2) The Customer is obliged to use the products in accordance with the Terms and Conditions for the use and maintenance of containers, which he/she has received and which are also available on the Internet at [www.moraviacontainers.cz](http://www.moraviacontainers.cz).
- (3) MORAVIA CONTAINERS shall not be liable for defects in the products caused by use of the products in violation of the Terms and Conditions for the use and maintenance of containers or in any other improper manner, or caused by interference with the design of the products, assembly by a person other than from MORAVIA CONTAINERS or any modification of the products.
- (4) The guarantee does not cover changes in the properties of the products caused by the natural ageing of the material from which the products are made.
- (5) The guarantee does not cover discolouration of products caused by weathering (e.g. environmental pollution, dust, pollution caused by construction activities), improper use or storage or improper maintenance and cleaning.
- (6) The guarantee does not cover changes in the properties of the products or product defects caused by contamination or deterioration of the products due to transportation (e.g. cracking of plasterboards), storage in an unsuitable environment, installation or improper handling.
- (7) MORAVIA CONTAINERS's rights and responsibilities are limited to the scope of these Terms and Conditions. The Contracting Parties expressly agree that MORAVIA CONTAINERS shall not be liable for any indirect, additional or consequential damages or lost profits on the part of the Customer or third parties. Any compensation for damages shall be agreed between the Contracting Parties and shall be limited to a maximum of 10% of the price (excluding VAT) of the products supplied under the breached Contract.

#### **12. Claiming Liability for Defects**

- (1) The Customer is obliged to inspect the products immediately upon the takeover. The Customer is obliged to notify MORAVIA CONTAINERS in writing of any visible defects, deviations in quantity or delivery of incorrect products within 5 days of the products takeover. MORAVIA CONTAINERS is not obliged to take any later claims into account.
- (2) In case the products are delivered to the Customer via a carrier, the Customer is obliged to check the condition of the products (quantity of products, damage to the products) together with the carrier immediately upon delivery of the products according to the enclosed

transport document. The Customer is obliged to inform the carrier of the damage upon the products takeover and to draw up a written report, incl. photographic documentation, with the carrier. In the absence of a report with the carrier, the products shall be deemed to have been delivered complete and undamaged.

- (3) The Customer is obliged to file a claim for liability for defects with MORAVIA CONTAINERS within the guarantee period without undue delay and when filing a claim to provide: proof of the products purchase, proof of the products delivery and further to specify the extent and type of defects.
- (4) The Customer is also obliged to allow MORAVIA CONTAINERS to inspect the products and take photographs in order to evaluate the validity of the claims made.
- (5) In the event that a claim for liability for defects made by the Customer is found to be justified by MORAVIA CONTAINERS, MORAVIA CONTAINERS undertakes, at its discretion, to remedy the defects in the products or to supply the Customer with replacement products. The possible delivery of replacement products does not affect the duration of the quality guarantee. The Customer is not entitled to a discount or to a withdrawal from the Contract.

### **13. Handover and Takeover of Products**

- (1) The Customer is obliged to take over the products at MORAVIA CONTAINERS's request. The Customer is not entitled to refuse the products takeover for isolated minor defects which, by themselves or in conjunction with others, do not prevent the use of the products functionally or aesthetically. A handover protocol will always be drawn up on the handover and takeover of the products, in which the Customer will indicate any possible defects in the products. In the absence of a handover protocol, the products shall be deemed to have been handed over as complete, undamaged and faultless.

### **14. Force Majeure**

- (1) If MORAVIA CONTAINERS fails to fulfil its obligation to deliver the products to the Customer due to obstacles that have arisen independently of MORAVIA CONTAINERS's will and that are not caused by MORAVIA CONTAINERS, the delivery time of the products shall be proportionally extended by the duration of these obstacles.
- (2) MORAVIA CONTAINERS shall inform the Customer of the existence of the obstacle within 5 days from the date of its occurrence.

### **15. Data Protection and Sending Commercial Communications**

- (1) In connection with the provision of products and services, MORAVIA CONTAINERS collects, stores and further processes personal data of various individuals. The aim of this part of the Terms and Conditions is, in the context of Regulation (EU) No 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter referred to as "**GDPR**"), to provide information on what personal data the Seller, as a

personal data controller, processes about individuals when providing the products and services and for what purposes and for how long such personal data is processed in accordance with valid legal regulations, to whom and for what reason the data may be transferred, as well as to inform about the rights individuals have in connection with the processing of their personal data and how they can exercise them.

- (2) MORAVIA CONTAINERS processes data of Customers and other natural persons or natural business persons. The personal data is processed on the grounds that these persons are Customers of MORAVIA CONTAINERS or act on behalf of other persons who are Customers of MORAVIA CONTAINERS. The processing may also occur in the case of persons who have contacted MORAVIA CONTAINERS with a query/request for the provision of products or services by MORAVIA CONTAINERS or there has been a personal meeting when the person passed on his/her data to MORAVIA CONTAINERS.
- (3) MORAVIA CONTAINERS is the personal data controller. MORAVIA CONTAINERS does not transfer data to third countries. MORAVIA CONTAINERS may transfer personal data to other entities, in particular to those listed below, only to the extent necessary according to the nature of the matter. In the event of any requests, questions, complaints, objections or other submissions in connection with the processing of personal data, it is always possible to contact MORAVIA CONTAINERS free of charge at the following email address: info@moraviacontainers.cz
- (4) The personal data processed include in particular the data necessary for the conclusion of the Contract, Order processing and accounting, i.e. in particular academic title, name and surname, date of birth, address, CRN, VAT Reg. No., payment details, signature, email, telephone number, delivery address.
- (5) MORAVIA CONTAINERS processes personal data in particular for the purpose of concluding and performing the Contract for the supply of products or services, where the legal title of the processing is therefore the performance of the Contract. The personal data processed in this way is obtained by MORAVIA CONTAINERS directly at the time of the Contract conclusion and also before the Contract conclusion, during the negotiation of the content of the Contract. These personal data are processed only for the duration of the contractual relationship between MORAVIA CONTAINERS and the Customer, or for the duration of the negotiations for the conclusion of the Contract. In the event that the Agreement has been concluded, they will be further processed for the duration of the effects of the rights and obligations under the Contract, and for the time necessary for archiving purposes under the relevant generally binding legal regulations or until the end of the limitation periods under Act No. 89/2012 Coll., Civil Code.
- (6) When providing services, MORAVIA CONTAINERS is obliged to comply with the obligations arising in particular from a number of legal regulations, e.g. Act No. 563/1991 Coll., on Accounting; Act No. 586/1992 Coll., on Income Taxes and Act No. 235/2004 Coll., on Value Added Tax (hereinafter referred to as "VAT Act").

Some personal data may be included on accounting documents (i.e. invoices or other documents). The above mentioned Acts impose an obligation to keep these documents for up to 10 years. Therefore, if there is a legal obligation to archive these documents, the personal data on the relevant tax document are stored with them. If MORAVIA CONTAINERS is obliged by any law or other regulation to process personal data, it will do so for the necessary period of time.

- (7) If the Customer is late with payment, has not fulfilled his/her obligation in full or has not made payment at all, or the Seller has suffered other damage or harm, MORAVIA CONTAINERS may also process personal data on the basis of a legitimate interest in the recovery of receivables and/or the determination, protection and enforcement of legal claims. For this purpose, the personal data may be stored for the limitation period pursuant to Act No. 89/2012 Coll., Civil Code. It is also in the legitimate interest of the Seller to offer related goods and services to existing Customers, so the personal data may be processed for this purpose. The data subject always has the right to object to processing on the basis of the legitimate interest.
- (8) If you have given MORAVIA CONTAINERS your consent to the processing of your personal data for marketing purposes, MORAVIA CONTAINERS will process your personal data for the purpose of sending you commercial communications, even if you are not a MORAVIA CONTAINERS Customer. You can withdraw your consent at any time and free of charge. You are under no obligation to provide consent, consent is not a necessary requirement to enter into any Contract. The processing of data based on your consent will be carried out for a maximum of 48 months from the date of your consent, but will always be terminated immediately if you withdraw your consent. However, this does not affect the legality of your personal data processing prior to such withdrawal of consent.
- (9) Shipping companies and other persons involved in the delivery of products, services or the execution of payments on the basis of the concluded Contract will be other recipients of personal data. When making payments, these recipients will also receive your payment details you provide to them. Therefore, other recipients of your personal data will mainly include companies operating postal services, carriers, banks and other companies providing payment services.
- (10) Anyone whose personal data MORAVIA CONTAINERS processes has the rights listed below. If you exercise any of your rights under this article or under valid legal regulations, MORAVIA CONTAINERS will inform you of the measures taken or the erasure of your personal data or the restriction of processing in accordance with your request. If you exercise your rights, MORAVIA CONTAINERS may require you to provide some of the identifying information you have previously provided. The provision of such data is necessary to verify that the relevant request was actually sent by you. MORAVIA CONTAINERS shall respond within one month after receiving your request, but we reserve the right to extend this period by two months in cases for which the GDPR allows it.

## **16. Intellectual Property, Confidentiality of Information**

- (1) MORAVIA CONTAINERS reserves the ownership and copyright of all drawings, calculations and other documents that MORAVIA CONTAINERS creates for individual orders.
- (2) All information and documents relating to the subject matter of the individual contracts with which the Contracting Parties come into contact in the course of the manufacture or assembly of the products shall be considered confidential, with the exception of information which is publicly available or known.

## **17. Mistakes and Changes**

- (1) Obvious mistakes, misspellings and miscalculations in offers, documents and other written materials of MORAVIA CONTAINERS do not entitle nor bind MORAVIA CONTAINERS nor the Customer.
- (2) If one or more of the items listed in the offer is no longer manufactured or supplied to the Czech market, MORAVIA CONTAINERS reserves the right to replace them with an item having the same or very similar characteristics and price.
- (3) MORAVIA CONTAINERS reserves the right to change products in individual cases if the MORAVIA CONTAINERS production capabilities require. MORAVIA CONTAINERS shall inform the Customer of this fact in writing.

## **18. Applicable Law**

- (1) This Contract and its interpretation shall be governed by laws of the Czech Republic, excluding the United Nations Convention on Contracts for the International Sale of Goods and excluding conflict of law's provisions.
- (2) All disputes arising out of and in connection with this Contract shall be decided by the courts of the Czech Republic.

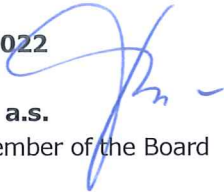
## **19. Final Provisions**

- (1) The Customer is not entitled to transfer rights or obligations arising from mutual contracts without the prior written consent of MORAVIA CONTAINERS.
- (2) The Customer is not entitled to unilaterally set off his/her claims against the claims of MORAVIA CONTAINERS arising from mutual contracts.
- (3) These Terms and Conditions, the offer or the Contract may only be amended in writing. The exchange of email messages will also be considered as a written form.
- (4) If any provision of these Terms and Conditions becomes invalid or unenforceable in whole or in part, the validity and enforceability of the remaining provisions of these Terms and Conditions shall not be affected.
- (5) The Terms and Conditions are available on the website **[www.moraviacollectors.cz](http://www.moraviacollectors.cz)**.
- (6) Annex No. 1 below forms an integral part of these Terms and Conditions.
- (7) These Terms and Conditions shall take effect on 7th July, 2022

Kaňovice, 7th July 2022

Moravia Containers, a.s.

Ing. Tomáš Flajsar, Member of the Board



Annex No. 1 to the General Terms and Conditions of Moravia Containers, a.s. – Customer's declaration on the transport of products to another Member State of the European Union

SELLER

Moravia Containers, a.s.  
with registered office at Kaňovice 104, 763 41 Kaňovice, CZE  
CRN: 05661986  
VAT Reg. No.: CZ05661986  
(Hereinafter referred to as "MORAVIA CONTAINERS")

CUSTOMER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter referred to as "Customer")

CUSTOMER'S DECLARATION ON THE TRANSPORT OF PRODUCTS TO ANOTHER MEMBER STATE pursuant to Section 64(5) of Act No. 235/2004 on VAT or for the purposes of Article 138 et seq. of Directive 2006/112/EC – after the products delivery / after the transport has taken place

The Customer hereby declares that the products purchased from MORAVIA CONTAINERS on the basis of an invoice (tax document) No. \_\_\_\_\_, delivery note No. \_\_\_\_\_, have been transported to another Member State other than the Czech Republic in accordance with the contractual arrangements between MORAVIA CONTAINERS and the Customer – with the place of termination of the transport....., where the transport was completed on....., the products were taken over by the purchaser .....(name and surname of the natural person with any further identification). The Customer hereby provides MORAVIA CONTAINERS with evidence in accordance with the contractual arrangements in question on the transport of the related products according to the above invoice / delivery note.

The Customer also hereby confirms to MORAVIA CONTAINERS that the transport of the products in question has been arranged by the Customer himself/herself, on his/her own behalf, under his/her own responsibility and own expense, or that the transport has been arranged at his/her expense by a third party authorised by the Customer.

Concurrently with the above, the Customer declares to MORAVIA CONTAINERS that before and during the transport of the products in question from the territory of the Czech Republic to a Member State other than the Czech Republic, the right to dispose of the products as the owner has not been transferred to another buyer (customer), i.e. that this right remains at the disposal of the Customer throughout the transport outside the Czech Republic.

The Customer is aware of the consequences and liability for damages resulting from false statements above as well as from actual failure to comply with these statements during the execution of the transaction/delivery of the products. This follows, inter alia, from the contractual agreement or the Terms and Conditions of MORAVIA CONTAINERS.

On \_\_\_\_\_ in \_\_\_\_\_

\_\_\_\_\_

Customer