

General Terms and Conditions of Purchase

Bystřice, 07.03.2012

§ 1 Scope of use

- (1) These general purchasing conditions regulate the rights and obligations of the Contracting parties, on the basis of which ALPLA, spol. s.r.o. company ID number: 480 26 590 (hereinafter referred to only as ALPLA) purchases, submits or orders services and material deliveries, where the "buyer" and "submitter" is ALPLA and the "seller" or "service provider" is the supplier of the subject of performance. These conditions also apply for all future commercial relations.
- (2) The commercial conditions of the contractual partner, especially the sales conditions of the seller or service provider, shall not be accepted, and if so then in exceptional cases subject to provision of prior written consent by ALPLA.
- (3) With each delivery or performance, the contractual partner acknowledges the exclusive validity of these purchasing conditions.

§ 2 Orders

- (1) Orders are in principle submitted in writing (by letter, e-mail or fax).
- (2) Aids, which ALPLA attaches to enquiries or orders, such as plans, drawings, data, samples, moulds, models, plates, print materials, lithography, or trial samples remain the property of ALPLA and may only be used for the purposes of ALPLA. These shall be returned to ALPLA without call to do so no later than together with the invoice, and subject to request at any time at the cost of the contractual partner. Until return of such aids, the contractual partner shall bear the risk of their accidental destruction or damage.
- (3) By approving an order, the contractual partner declares that he has at his disposal all information, data, descriptions plans and technical specifications required for fulfilment of the order, as well as sufficient knowledge of the local conditions.

§ 3 Delivery/Performance

- (1) The date of performance of a delivery/provision of performance is understood to mean the date of delivery of the ordered subject of performance stipulated by ALPLA and confirmed by the supplier, with all transport, customs and accompanying documents, to the delivery location, or provision of performance at the delivery location.
- (2) ALPLA is entitled to refuse to accept an early or late delivery/provision of performance and to return the subject of performance at the supplier's expense and risk or to store this with another company.
- (3) If the contractual partner ascertains that he will not be able to perform the delivery/provide performance as a whole or in part on time, he must report this without delay and communicate the date on which he will perform the delivery/provide performance

(new date for delivery/performance). After stipulation of an adequate alternative date, ALPLA is entitled to withdraw from the contract, or to accept the new date for delivery/performance.

- (4) ALPLA is entitled to refuse to accept partial, smaller or larger deliveries/provision of performance.
- (5) If only partial performance is provided, ALPLA is also entitled to withdraw from the whole order.
- (6) Delivery/performance shall only be regarded as having been completely performed/provided when the contractual partner provides ALPLA with all contractually agreed or usual materials (e.g. invoices, transport documents, certificates of origin for products, declarations of conformity, warranty certificates, technical documentation and operating instructions). Handover of these materials is a condition for the invoiced price becoming payable.
- (7) The contractual partner shall provide ALPLA with compensation for all claims which any third party (especially customers of ALPLA or aggrieved parties) makes against ALPLA due to the fact that the contractual partner did not provide the contractually agreed or usual materials to ALPLA in full or on time.
- (8) If ALPLA so requests, the contractual partner is obliged to immediately provide ALPLA with all information, allowing for it to be possible to prove adherence to legal or other regulations, especially such information which ALPLA itself needs or is needed by its customer. Such information especially includes documents on tests performed, calculations and analyses and values gained from them.
- (9) In the event of delay on the part of the contractual partner, ALPLA shall in any case be entitled to charge an immediately payable contractual penalty at the level of 1% of the value of the order for each week of delay begun, to a maximum however of 10%. Subsequent claims for compensation for damage are not affected by settlement of the contractual penalty.

§ 4 Transportation

- (1) The contractual partner must adhere to the transportation regulations of ALPLA as well as those of the forwarding agent and the carrier. The order number and order date shall be stipulated in transportation documents.
- (2) Transportation shall be performed at the cost and risk of the contractual partner. He shall also bear all costs for insurance and packaging.

§ 5 Delivery/performance location, transfer of risk

- (1) Unless agreed otherwise, the delivery/performance location shall be understood to be the workplace at the registered office of ALPLA.

- (2) Unless agreed otherwise, risk shall only be transferred after unloading of the goods at the delivery location and provision of performance at the delivery location.

§ 6 Prices, invoices and payment

- (1) Agreed prices are fixed and include all costs relating to complete performance of the delivery/provision of performance.
- (2) The ALPLA order number must be stipulated in invoices as a condition of their being payable.
- (3) If a delivery/provision of performance is insufficient, ALPLA is entitled to withhold payment until complete delivery.
- (4) Subject to the delivery/performance being complete and the invoice being duly presented, payment shall follow, unless agreed otherwise, within 14 days of delivery of the invoice with a 1-3% discount or within 90 days net.
- (5) Punitive interest shall be governed by the valid legal regulations.

§ 7 Warranty

- (1) The contractual partner guarantees that delivery/performance shall correspond to the agreement, both in terms of its technical condition and also the usual expected properties, especially that it complies with all important regulations. Especially machinery and equipment must comply with the system specifications and safety and operational standards specific for the product.
- (2) The contractual partner is obliged in his own right to check the quality and quantity of his delivery/performance. The obligation of ALPLA to perform checks can be contractually terminated.
- (3) The contractual partner is obliged, according to how ALPLA decides, either to remove the defect or to provide ALPLA with a discount.
- (4) In urgent cases, ALPLA is entitled to remove such defects in its own right or to have them removed by a third party. Costs arising from this shall be settled by the contractual partner.

§ 8 Right to protection

- (1) The contractual partner guarantees that his delivery/performance shall not impair the rights of any third parties, and that he shall provide ALPLA with compensation without delay for all claims resulting from these rights being impaired. He must provide ALPLA with compensation for all costs relating to these rights being impaired.

§ 9 Confidentiality

- (1) The contractual partner is obliged to maintain discretion with regards to his commercial relations with ALPLA and to maintain the confidentiality of all information which he receives from ALPLA, even after performance of the contract.

§ 10 Compensation for damage

- (1) The contractual partner shall be liable to ALPLA for all damage created through breach of the contract, especially for damage created as a result of a late or incomplete delivery/performance. This liability also relates to deliveries from/provision of performance by subcontractors. The obligation to provide compensation for damage also applies to costs for re-collection. ALPLA shall also be entitled to claims from liability for a product if ALPLA used the delivery/performance predominantly in its business.
- (2) The contractual partner is obliged, subject to request by ALPLA, to conclude a liability insurance policy for at least five years from delivery/provision of performance, whereas the sum covered by the insurance policy shall amount to at least EUR 5 million. He must provide proof of this insurance to ALPLA on request.

§ 11 Change in materials etc., discontinuation of production

- (1) The contractual partner must inform ALPLA in writing, in advance, in time and without call to do so about changes in materials, production process, formulas, subcontractors and parts used. He may only change material, a production process, formulas, subcontractors and parts used on the basis of prior written authorisation by ALPLA. In the case of changes in material or formulas, he must present a new declaration of conformity to ALPLA without being asked to do so.
- (2) The contractual partner must inform ALPLA in writing at least six months before discontinuation of production of materials, sub-deliveries and parts which relate to ALPLA or cessation of work, so that ALPLA has the possibility of stocking up to a sufficient level.

§ 12 Closing provisions

- (1) All legal relations between ALPLA and the contractual partner are subject to valid Czech law, above all the pertinent provisions of the Commercial Code and Civil Code. UNCISG is excluded.
- (2) Only the competent courts of the Czech Republic are competent for judicial resolution of disputes in the scope of use of the Lugano Convention or European Regulation on enforcement of judgements.
- (3) If a contract is also drawn up in English, the English text shall be decisive for interpretation of the contract and these Conditions.
- (4) If any of the provisions of the contract or these Conditions is invalid or unenforceable, or if they were to become so, the rest of the contract and other conditions shall remain unaffected. Invalid or unenforceable provisions should be replaced by provisions, on which the Contracting parties would agree in such a way that the commercial and economic goal is achieved.
- (5) The contractual partner may only use ALPLA and his delivery for ALPLA for promotional or reference purposes on the basis of prior written consent provided by ALPLA.
- (6) The contractual partner understands that ALPLA records and processes its data electronically (supported by an automatic system).