



**TERMS AND CONDITIONS OF SALE (OP 2022.03.21.001)**  
**dated as 21. 03. 2022**  
**(called the Terms and Conditions)**

1. Under these Terms and Conditions of Sale, we, Crown Metals CZ s.r.o., with registered office at Nádražní 214, Louka u Litvínova, Most District, Czech Republic, Postal Code: 435 33, company ID-No.: 264 49 218, VAT No.: CZ26449218, registered with the Commercial Register maintained by the Regional Court in Ústí nad Labem, under file No. C-19410, are referred to as the Seller, and you, either a natural person or legal entity willing to purchase our product and entering with us into a Contract as defined below, are referred to as the Buyer.
2. **GOODS.** Goods means any goods specified in a Seller's Quotation (as defined in sec. 7 (*Warranties*) below) regarding which a Contract is consequently concluded between the Seller and Buyer.
3. **ACCEPTANCE OF ORDER AND EXPIRY DATE.** Orders are accepted only upon and subject to these Terms and Conditions. Unless expressly accepted in writing by the Seller any attempted variation or qualification of these Terms and Conditions by the Buyer are inapplicable. No contract shall be created by the Buyer's acceptance of the Seller's Quotation for Goods until the Seller accepts in writing the Buyer's order (called the Contract). If there is any conflict between the Seller's Quotation and these Terms and Conditions the Quotation prevails, except for the delivery date to which applies sec. 4 (*Delivery Date*) below. Unless otherwise expressly accepted by both parties in writing the Contract constitutes the entire agreement between the parties, and there is no understanding, representation, or warranty of any kind, express or implied, not expressly set forth in the Contract. By conclusion of the Contract, the Buyer assumes the risk of a change in circumstances.
4. **DELIVERY DATE.** To avoid any doubt, a delivery date named by the Seller in a Quotation for Goods delivery is not binding unless the Seller designates or confirms the binding nature of the proposed delivery date by expressly using the word "binding". Unless expressly stated otherwise in a Quotation, any date named by the Seller for Goods delivery is an estimate only. The Buyer shall nevertheless be bound to accept delivery of the Goods when available. Where drawings specifications instructions and materials are to be supplied the Buyer shall supply the same in reasonable time to enable the Seller to perform the Contract.
5. **PRICES AND PAYMENT.** Goods will be invoiced at the Seller's quoted price or, where no price is quoted in the Quotation for Goods, at the Seller's list price current at the date of the Buyer's order. If there is a substantial change in circumstances under which the Contract was concluded, the Seller has the right to propose a new price to cover variations in the costs of (but not limited to) raw materials, energy, transportation or the Buyer's change of design or specifications (if a cost variation occurs during the currency of a Contract the price of the undispached portion of the Contract outstanding at the date of proposal is subject to the Seller's right of proposing a new price accordingly). If the Buyer

does not accept the new price proposed by the Seller as mentioned above, the Seller is entitled to withdraw from the Contract (or the relevant undispached portion of it) without violating the Contract or creating the Buyer's right to claim compensation for damage. The price is exclusive of VAT, which is payable in addition. The Buyer shall pay the price (without any deduction and any right of set off is excluded) within the time specified in the Quotation or if not specified within 30 days of the date of the Seller's invoice. Time of payment is of the essence. At the option of the Seller, default interest can be charged in accordance with Act No. 89/2012 Coll., the Civil Code, as amended.

6. PLACE OF DELIVERY. Place of delivery and responsibility for carriage is as specified in the Seller's Quotation, but if not specified is FCA at the Seller's premises in Louka u Litvínova.
7. WARRANTIES. The specification for the Goods at delivery is the specification as set out in the Seller's quotation (called the **Quotation**). In entering into the Contract, the Buyer acknowledges that it has not relied on any statement, representation or warranty other than as expressly set out in the relevant Contract and all warranties or other terms implied by general binding regulation are excluded to the fullest extent permitted by law. The Buyer assumes all risk and liability whatsoever resulting from the use of Goods supplied whether such Goods are used singly or in combination with other materials or substances. Whilst the utmost care is taken to ensure the accuracy of the information and data furnished by the Seller to customers the Seller will not in any circumstances (except as cannot be limited by law) be liable for injuries, losses, expenses or damage direct, indirect or consequential sustained by the Buyer which may in any degree be attributable to the adoption either by the Buyer or by any third party of technical information data or advice given by or on behalf of the Seller in relation to the use of its Goods.
8. FORCE MAJEURE. The Seller is not liable to the Buyer or deemed in breach of a Contract by reason of any delay in performing, or failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control, for example, (but without limitation) act of God, riots, lock-outs, strikes or disturbances, wherever taking place, want of raw materials or fuel, accident, fire, flood, breakdowns of or accidents to machinery, in which case the Seller is entitled to withdraw from the Contract without violating the Contract or creating the Buyer's right to claim compensation for damage.
9. NOTIFICATION OF CLAIM. The Buyer shall give the Seller notice in writing of any claim of any defect in the quality or condition of the goods or shortages of delivery or other claim within twenty-one (14) days after delivery of the Goods (or a part of the Goods if delivered partially). The Goods shall be preserved intact as received for the period from receipt until expiry of 21 days from notification of the claim within which time the Seller's agent shall have the right to attend the Buyer's premises to investigate the complaint. If the Buyer does not comply with all of the requirements of this condition the Seller shall have no liability in respect of any defect, failure or other breach. Where a valid claim is made by the Buyer under this condition, the Seller may at its discretion replace the relevant Goods or refund the relevant part of the price or issue a credit note, in which case the Seller shall have no further liability to the Buyer.
10. LIMITATION OF LIABILITY. Except as cannot be limited by law, the Seller shall not be liable to the Buyer under the Contract or otherwise for loss of profit or for any indirect, special or consequential loss or damage, expenses or other claims for compensation whatsoever which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, and the entire liability of the Seller under or in connection with each Contract shall not exceed the price of the Goods supplied under the particular Contract

except in the case of Contracts which are fulfilled by more than one instalment when the entire liability of the Seller under or in connection with each instalment shall not exceed the price of the good supplied under the particular instalment.

11. RISK AND PROPERTY. Risk of damage to or loss of the Goods passes to the Buyer at delivery.
12. TITLE. Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Terms and Conditions, the title in the Goods does not pass to the Buyer until the Seller has received, in cash or cleared funds payment in full of the price of the Goods and all other Goods agreed to be sold by the Seller to the Buyer for which payment is then due and until such time as title in the Goods passes to the Buyer:
  - a. the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property, but the Buyer is not authorized to resell or use the Goods in the ordinary course of its business;
  - b. the Seller may at any time require the Buyer to deliver up the Goods to the Seller, and if Buyer fails to do so forthwith, may enter on any premises of the Buyer or any third party where the Goods are stored and repossess the Goods.
13. TRADE MARKS AND PATENTS. The Seller is the owner of various trademarks for its products. If the Buyer manufactures other materials from any such trademarked product and wishes to make reference (whether on the materials or not) to the Seller's trademark, he shall do so only with written permission of the Seller. If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with the Buyer's design or specification, the Seller shall not be under any liability in respect of any defect in the Goods arising out of such design or specification, and the Buyer shall indemnify the Seller against all damage, penalties, costs and expenses to which the Seller may become liable for as a result of infringement of any patent or other intellectual property rights such use of the Buyer's design or specification.
14. TERMINATION. If the Buyer defaults in or commits any breach of any of his obligations to the Seller, or if any distress or execution is levied upon the Buyer, or if the Buyer offers to make any arrangement with creditors or commit any act of bankruptcy or insolvency, or, if the Buyer is a legal entity, any petition in bankruptcy or insolvency is presented against it, or if any resolution or petition to wind up the Buyer (other than for the purposes of amalgamation or reconstruction) is passed or presented, the Seller shall have the right forthwith to determine by written notice to the Buyer any contract then subsisting without prejudice to any claim or right the Seller might have.
15. CANCELLATION. No Contract may be cancelled by the Buyer except with the written agreement of the Seller and on terms including the Buyer's indemnification of the Seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of such cancellation.
16. DEFAULT IN PAYMENT. Should the Buyer default in paying any sum when it becomes due or should the Buyer be in breach in any respect of the contract the Seller shall have the right (without prejudice to its other rights) in the discretion of the Seller either to (i) suspend all further deliveries until the default is made good, to (ii) forthwith terminate by notice any Contract with the Buyer then existing and/or to (iii) amend future payment terms.

17. EXPORT TERMS. Unless specified otherwise an expression defined in the then-current Incoterms has the same meaning in these Terms and Conditions. Where the Goods are supplied for export from the European Union the Buyer is responsible for complying with any legislation or regulations governing the importation of the Goods into the country of destination and, unless expressly specified otherwise in writing in the respective Quotation, for the payment of any duties on them.
18. LAW AND JURISDICTION. The construction validity and performance of a Contract including these Terms and Conditions is governed by the law of the Czech Republic. All disputes between the Parties will be resolved by the District Court Prague-east and in the case of substantive jurisdiction of the regional courts – the Municipal Court in Prague.
19. WAIVER. No waiver by the Seller of any breach of the Contract by the Buyer is considered as a waiver of any subsequent breach of the same or any other provision.
20. SEVERANCE. If any provision of the Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question is not affected.
21. WRITING. Except for the Seller's consent under sec. 13 (*Trade Marks and Patents*) above, email communication between the Buyer and Seller regarding a Contract is considered communication in writing under these Terms and Conditions.