General Conditions of Purchase (GCP)

STREICHER, spol. s r.o. Plzeň

§ 1 General provisions/scope of application

(1) All our orders are executed exclusively on the basis of these General Conditions of Purchase (hereinafter referred to as **GCP**), even if this was not explicitly stated during the respective negotiations. Our GPC therefore also apply to all future business relationships with the seller/supplier, even if they have not been expressly renegotiated. The second sentence does not apply to entities that are not a person registered in the commercial register.

(2) Terms and conditions of the seller/supplier that contradict or deviate from our GCP will not be accepted and will not become part of the contract, even if we do not explicitly object to them.

§ 2 Offer, acceptance of order

(1) We do not provide compensation for costs incurred in connection with the submission of an offer.

(2) Only orders placed in writing are binding for us. Our purchasing staff are not authorised to enter into secondary verbal agreements or to make binding commitments beyond the contents of the written order.

(3) The order must be confirmed (countersigned) in writing by the seller/supplier within 10 days from the date of issue. If confirmation is not received within 5 days, we reserve the right to cancel or withdraw the order. By accepting the order, the seller/supplier unconditionally accepts our GCP.

§ 3 Prices, invoices, payment terms

(1) The price stated in the order is binding and is considered fixed unless the seller/supplier generally reduces its prices after the order is issued. The price shall include the applicable statutory value added tax, unless otherwise agreed in the order, and shall also include delivery to the place of performance, packaging, transport costs (including take-back of packaging if required), as well as loading and unloading costs. If "Ex Works" delivery is agreed in the order, we shall only pay the lowest possible transport costs; any costs incurred before the goods are handed over to the carrier, in particular loading costs, shall be borne by the seller/supplier.

(2) The cost of transport insurance or similar insurance shall also be borne by the seller/supplier.

(3) Unless otherwise stated in the order, the purchase price is payable net (i.e. without deductions) within 30 days of receipt of the complete delivery/fulfilment including all documentation and a proper invoice. In case of early acceptance/completion, the due date shall be according to the originally agreed delivery/fulfilment date.

(4) Unless otherwise agreed in the order, the Seller/Supplier is obliged to deliver an invoice in duplicate with the relevant data specified in the second sentence of § 4 (2) and with the other particulars specified by the legal regulations (in particular the applicable tax laws) after completion and acceptance of the delivery/fulfilment, with the statutory VAT being shown separately on the invoice.

§ 4 Delivery, delivery period, obstacles to delivery

(1) Delivery/fulfilment is in any case at the risk of the seller/supplier. The risk of damage to the goods only passes to us at the time of proper acceptance of the delivery/fulfilment at the place of performance. Unless otherwise specified in the order or in these GCP, the DDP according to Incoterms 2020 shall apply to the execution of the delivery.

(2) The dispatch notification must be sent to us immediately after the delivery/fulfilment has been dispatched/cleared. Each delivery/fulfilment must be accompanied by the relevant delivery documents in at least two copies. The dispatch and delivery documents must contain the information required by us or by law (in particular, the cost centre, date and order number, item and goods numbers, quantity and unit of measurement, address of the consignee). In the event of non-compliance with these particulars, we shall be entitled to refuse acceptance of the delivery/fulfilment and to return it in accordance with paragraph 6.

(3) The delivery/fulfilment date specified in the order (delivery to the place of performance) is binding and must be observed unconditionally. Any delays must be notified to us immediately in writing, stating the reasons and the expected duration. Delivery/fulfilment may only be taken over during our normal operating hours.

(4) In the event that the seller/supplier exceeds the delivery/fulfilment deadline, we are entitled to claim a contractual penalty of 0.3 % of the price stated in the order for each working day of delay, whereby even if several individual delivery/fulfilment deadlines are exceeded, the contractual penalty is a maximum of 0.3 % of the price stated in the order per working day. Irrespective of the duration of the overrun and the overrun of several individual delivery/fulfilment dates, the contractual penalty is limited to a maximum of 5 % of the price stated in the order. In the event of a claim for a contractual penalty, we are entitled to assert each individual claim until the due date of the final payment for the order in question, even if we have not expressly reserved this right upon acceptance or receipt of individual parts of the delivery/fulfilment or delayed overall delivery/fulfilment.

(5) Other rights and claims beyond this scope remain unaffected by the payment of the contractual penalty. Acceptance of the delayed delivery/fulfilment does not constitute a waiver of claims for damages. Any contractual penalty arrangement pursuant to paragraph 4 of this section shall in no way affect our right to compensation for damages arising from the breach of the contractual obligation secured by the penalty. We shall therefore always be entitled to claim from the seller/supplier, in addition to any contractual penalty under paragraph 4 of this section, compensation for the entire damage incurred (including damage in excess of the contractual penalty) and the seller/supplier shall therefore always be obliged to compensate us for the entire damage incurred in addition to the payment of the contractual penalty.

(6) In the case of both early and late delivery/fulfilment, we are entitled to refuse to accept delivery/fulfilment and to return the delivery/fulfilment to the seller/supplier at his/her expense and risk or to store it at his/her expense and risk at our premises or with third parties; in the case of early delivery/fulfilment, this applies until the agreed delivery/fulfilment date.

§ 5 Provision of material, retention of ownership

(1) If we provide the seller/supplier with our own material/parts, we reserve the ownership of these. Their processing, mixing or joining is carried out by the seller/supplier for our company. In the event of processing, mixing or joining, we shall, to the extent permitted by law, acquire co-ownership of the new item in proportion to the value of our item to the other processed items at the time of processing, mixing or joining.

(2) The seller/supplier is only entitled to use the material provided by us for our company and in accordance with the order and is obliged to store it separately at his own expense and to mark it as our property. The seller/supplier shall be liable for damage (diminution in value), loss and destruction of the material provided by us, even if this occurs without his fault. The seller/supplier is obliged to protect the material provided against any encumbrance of third-party rights, to inform us immediately and in writing in the event that such third parties assert such rights and to provide us with all necessary information. The seller/supplier is also obliged to inform third parties of the ownership of the material. This applies in particular to the attachment, seizure or other disposal of our material by a third party.

(3) Drawings and plans, work instructions, other documents and files that the seller/supplier receives from us for the performance of the service may only be used for the performance of the contract. They remain our property and must be returned to us upon request or at the latest upon completion of the services. The seller/supplier must destroy or delete all copies made.

§ 6 Spare parts, repairs, maintenance

(1) A detailed list of parts subject to rapid wear and tear and appropriate coding documents shall be attached to the delivery/fulfilment. These documents shall include the classification of major wear parts, subcontracted parts and standard parts and shall allow for the ordering of spare parts. The seller/supplier shall keep these documents up to date. The seller/supplier shall provide us with ownership of plans or drawings (e.g. implementation drawings) which are necessary for the repair and maintenance of the delivery/fulfilment or part thereof free of charge upon delivery of the goods/performance. In particular, we shall be entitled to use such drawings and plans for the production of spare parts, for the repair, maintenance, modification/extension etc. of the delivery/fulfilment.

(2) The seller/supplier guarantees for its delivery/fulfilment the preservation, availability and delivery of spare and wear parts for the entire normal service life of the delivery/fulfilment. The seller warrants that, for the agreed warranty period (which shall be at least 24 months from acceptance unless otherwise agreed), it will keep a basic set of spare and wear parts for the relevant delivery/fulfilment immediately available in stock.

§ 7 Assignment, set-off and retention by the seller/supplier

(1) Assignment of the seller/supplier's claims against our company is only permissible with our prior written consent.

(2) Set-off of a claim by the seller/supplier or the exercise of a right of retention is, except in cases binding by law, only permissible if the counterclaim is undisputed or has been finally established and the claims and rights of the seller/supplier arise from the same contractual relationship.

(3) The seller/supplier is obliged to carry out the delivery/fulfilment with its own capacities. Third parties may only be entrusted with the execution with our prior written consent. In the event of an approved third-party assignment, the seller/supplier shall remain jointly and severally liable.

§ 8 Warranties, defect claims, liability, product liability and manufacturer's liability

(1) The seller/supplier guarantees that its delivery/fulfilment corresponds to the data specified in the order, the current state of the art, the relevant legal provisions and regulations/guidelines/technical standards, professional associations, industry professional organizations, etc. This applies both to the Czech and European provisions/regulations/guidelines/standards and to the provisions/regulations/guidelines/technical standards applicable at the place of use of the delivery/fulfilment. In particular, the machinery, apparatus and equipment must comply with the special safety regulations applicable at the time of performance of the contract and must bear the CE marking. Material certificates, test certificates and any documents required for any necessary official permits shall be submitted at the same time as the delivery/fulfilment. The seller shall provide a minimum quality guarantee of two years unless otherwise agreed in the contract.

(2) The seller is obliged to notify us immediately in writing of any doubts or objections regarding the ordered method of delivery/fulfilment. In the case of a delivery/fulfilment carried out according to drawings or plans, etc., the seller/supplier is obliged to check these drawings or plans (in particular the dimensions) before implementation. The consequences of any failure to do so shall be borne by the seller/supplier.

(3) The seller/supplier is obliged to ensure quality control at its plant for the delivery/fulfilment that is in accordance with the state of the art and suitable for the type and scope of the delivery/fulfilment and to demonstrate this to us at our request. We shall be entitled to inspect the seller/supplier's quality control at any time at the seller/supplier's expense. However, a quality check carried out by us shall not relieve the seller/supplier of the obligations he has undertaken to fulfil.

(4) Insofar as the Czech Civil Code (Act No. 89/2012 Coll.) imposes an obligation to inspect the delivery/fulfilment and report defects, this obligation applies only to obvious and visible defects, and we have two weeks from the delivery of the goods/provision of performance to comply with it in a timely manner. Irrespective of this, we reserve the right in all other cases to check the delivery/fulfilment for visible and obvious defects after delivery and only then to accept the delivery/fulfilment bindingly. If defects are detected, the seller/supplier shall be obliged to reimburse us for the costs incurred for the inspection. If permitted by law, the seller waives the objection of late notification of latent defects during the limitation period for defect claims. Otherwise, a claim for a defect that has become apparent at a later date shall also be deemed timely within the meaning of the Czech Civil Code (Act No. 89/2012 Coll.) if it is submitted within two weeks of the defect being discovered.

(5) We are entitled to the full extent of the statutory claims for defects. Notwithstanding this, we shall be entitled to require the seller/supplier to remedy the defect at our choice or to demand replacement or new delivery at his expense. In both cases, the seller/supplier shall bear all costs necessary for the rectification of the defect, the replacement delivery or the new performance, including all ancillary costs, e.g. dismantling and reassembly costs. The right to claim damages remains reserved.

(6) If the seller/supplier fails to fulfil his obligation to remedy the defect or to provide a replacement or new delivery within a reasonable period of time specified by us, we shall also be entitled, in the case of purchase contracts and contracts for the supply of movable goods to be manufactured, to take the necessary measures at his risk and expense, either ourselves or through third parties, without prejudice to our other legal claims. If the fixing of a time limit is unacceptable to us, no time limit need be fixed. In addition to the cases provided for by law, it shall also be unacceptable in the event of impending unreasonable delay or uncertain success in rectifying the defect or the provision of a replacement supply or new performance by the seller/supplier for safety-relevant or operationally necessary parts of the supply/performance. The same shall apply in the event of unusually high damage. If a random inspection has been agreed in the order for inspection of the delivery/fulfilment, we shall be entitled to assert defect claims in respect of the entire delivery/fulfilment as soon as the agreed maximum permissible defect rate is exceeded.

(7) Unless otherwise agreed in the Purchase Order or unless a longer limitation period is provided for by law, claims for defects shall be time-barred after two years from the unconditional acceptance of the delivery/fulfilment with confirmation of defect-free operation. The warranties for the characteristics or durability of the delivery/fulfilment provided by the seller/supplier shall also apply to compensation for damages, including compensation in lieu of performance, in accordance with the statutory provisions. The period of limitation shall be three years from the discovery of the defect or the discovery of the absence of the characteristic, unless otherwise agreed in the order or unless a longer period of limitation is provided for by law.

(8) The seller/supplier shall be liable in accordance with the statutory provisions in particular for any damage which he, his employees or other third parties in his area of risk cause through his own fault to us, our employees or a third party. If a claim is made against us on account of such damages or on account of a defect in the seller/supplier's delivery/fulfilment under product liability and/or manufacturer's liability (domestic or foreign product liability law) or other legal provisions, the seller/supplier is obliged to release us from all such claims, in particular liability arising from defects, at our first request. The seller/supplier is also obliged to reimburse us for the reasonable costs of recalling the relevant goods under product liability law.

(9) The seller/supplier is obliged to take out public liability insurance in a sufficient and adequate amount and to keep it in force for the duration of the contractual relationship with us. The seller/supplier is also obliged to adequately insure product liability and manufacturer's liability risks. The conclusion of the insurance must be demonstrated to us in an appropriate manner upon request.

§ 9 Withdrawal from the order, termination of the order in case of obstacles to performance

(1) Without prejudice to our other statutory or contractual rights, we shall be entitled to withdraw from the order or terminate the order for good cause, in particular if an insolvency proceeding (own or third party petition) is filed against the assets of the seller/supplier or if insolvency proceedings have already been initiated. The same shall apply if there are reasonable grounds for suspecting that the conditions for such an application are fulfilled.

(2) We shall also be entitled to withdraw from the order or terminate the order for good cause if, during the performance of the order by the seller/supplier, changes in circumstances that are decisive for the order occur without our fault. This includes, but is not limited to, war, civil war, acts of terrorism, export and trade restrictions related to changes in political circumstances, changes in laws, strikes, business stoppages, restrictions and disruptions, as well as other cases of force majeure. In these cases, in addition to the right to withdraw from the order or terminate the order, we shall also have the right to request an extension of time for acceptance of delivery/fulfilment.

§ 10 Evidence/information

The seller/supplier is obliged to provide us with sufficient and duly signed guarantees of origin immediately upon request. The same applies to the documentation required under the VAT Act. If the delivery/fulfilment is subject to any export restrictions (under Czech or other legislation), the seller is obliged to inform us in writing.

§ 11 Intellectual property rights

(1) The seller/supplier confirms and is responsible for the fact that its deliveries/fulfilments and their use by our company (including subsequent modifications/extensions, production of spare parts, purchase of accessories, repairs and maintenance) are not encumbered by intellectual property rights of third parties or that they do not infringe intellectual property rights of third parties.

(2) If a claim is nonetheless made against us for any infringement of an intellectual property right, the seller/supplier shall indemnify us against all such claims, costs and other damages or performance related to the infringement.

§ 12 Provision of a guarantee

If advance payments are agreed in the order, we are entitled at any time to demand adequate and reasonable guarantees for the advance payments. The seller/supplier is obliged to provide the guarantee. Guarantees may be requested individually or in bulk, in particular in the form of a guarantee for the advance payment and/or a security transfer of title to the respective material, in particular material processed within the scope of the order.

§ 13 Trade secrets

The seller/supplier undertakes to keep confidential, for an unlimited period of time, any information concerning our internal conditions and processes or the internal conditions and processes of our customers, suppliers or subcontractors which comes to its attention in connection with the business relationship with our company, including information of a technical, economic and commercial nature which is marked as confidential or which is otherwise evident from the circumstances that it is a trade or manufacturing secret. If this is not necessary to achieve the purpose of the contract, he undertakes neither to record such information nor to pass it on to third parties nor to use it himself in any way.

§ 14 Code of Conduct, human rights and environmental responsibility

(1) The seller/supplier is obliged to act in accordance with our "Code of Conduct" at all times in the performance of the contract, within the scope of its own business activities, and to fulfil the expectations and obligations imposed on our contractual partners therein. Our Code of Conduct is available at https://www.streicher-machinery.cz/en/code-of-conduct-gtc-gcp and can be requested from us at any time.

(2) The seller/supplier shall make reasonable and necessary efforts to also meet the expectations and obligations of our "Code of Conduct" through contractual requirements for its direct suppliers pursuant to Section 2 (2) of the German LkSG Supply Chain Due Diligence Act and to oblige its direct suppliers to do so.

(3) The seller/supplier guarantees unrestricted access to our complaint procedure (the so-called "whistleblower system") for its employees. In particular, he shall not take any action that would prevent or complicate access to the system for whistleblowers. The seller/supplier undertakes to contractually delegate the obligations referred to in sentences 1 and 2 to its direct suppliers and to ensure that these obligations are passed on through the supply chain.

(4) We are entitled to periodically review compliance with the expectations and obligations set out in our "Code of Conduct" in a manner that is consistent with the law and in a reasonable manner. This includes rights to information such as the completion of self-declaration forms by the contractor, information about its suppliers or the implementation of preventive or corrective measures or the submission of certificates by the contractor. In addition, we are entitled to carry out risk-based audits at the premises of the seller/supplier on a regular basis or on special occasions during normal working hours with reasonable prior notice by ourselves or by persons authorised by us; these may include on-site inspections as well as interviews with freely selected personnel.

(5) The seller/supplier is obliged to provide us, upon request, with the information and documents that we need in order to comply with all regulatory requirements arising from the contractual relationship, in particular those arising from the German Due Diligence in the Supply Chain Act (LkSG).

(6) The seller/supplier shall conduct appropriate continuing education or training in which responsible employees of its company are properly informed of the expectations and obligations set forth in our "Code of Conduct" and applicable laws. The seller/supplier shall furthermore participate in training and further education on human rights and environmental obligations and their appropriate handling in the downstream supply chain, as well as related requirements from our "Code of Conduct", if offered to the seller/supplier; these may be addressed to both management and responsible personnel of the seller/supplier.

(7) In the event of a violation of our "Code of Conduct" by a seller/supplier, the seller/supplier must terminate the violation within a reasonable additional period of time that has been set for the seller/supplier. If no remedy is possible within the foreseeable future, the seller/supplier must notify us immediately and develop a concept with a time schedule for terminating or minimizing the violation. If the grace period expires without result or the implementation of the measures contained in the concept does not remedy the situation after the expiry of the grace period, we may terminate the contract after the expiry of the grace period without result if this was jeopardised when the grace period was set. The statutory right to extraordinary termination, in particular in the event of serious, persistent or repeated infringement, remains unaffected, as does the right to compensation.

§ 15 Place of performance, jurisdiction and applicable law

(1) The place of performance for the seller/supplier's delivery/fulfilment is the place of use of the delivery/fulfilment by our company. If the place of performance is not specified in the order or unless otherwise agreed in the order, the place of performance shall be the registered office of our company. In all other cases, the place of performance shall also be the registered office of our company.

(2) Disputes arising out of or in connection with the order shall be decided by the competent courts. If it is permissible by law, the court with jurisdiction over the registered office of our company, i.e. the Regional Court in Pilsen, is agreed upon. However, we shall be entitled to bring an action in any other court of competent jurisdiction at our discretion.

(3) With respect to all claims and rights under the order, Czech law shall apply and be exclusively applicable. Conflict of laws rules of private international law and the UN Convention on Contracts for the International Sale of Goods (CISG) are expressly excluded.

§ 16 Other provisions

(1) In the event of a conflict between the GCP and the order, the contractual provisions shall prevail.

(2) It is not permitted to use our company name, our enquiries or orders etc. for advertising purposes without our written consent.

(3) Plans, drawings, designs or models etc. created at our expense remain our property and must be returned to us as part of the delivery unless otherwise agreed in the orders. They may not be used, reproduced or made available to third parties for purposes other than the execution of the order.

(4) We shall be entitled to set off all claims of ours or of companies in our group (STREICHER Group) of any kind against all claims of the seller/supplier due to us or to companies in our group, even if these claims have different maturity dates, provided that the group affiliation was apparent at the time the contract was concluded.

(5) We are entitled to store data generated in connection with the business relationship and to exchange it within our group. The seller/supplier hereby gives his consent to this.

(6) The contractual and correspondence language is Czech or English. All correspondence addressed to our company must contain the data necessary for processing (see the second sentence of § 4 (2)).

(7) Side agreements, amendments and supplements to the order must be in writing.

(8) Should individual provisions of these GCP or contracts concluded with the seller/supplier be or become wholly or partially ineffective or invalid, the other provisions shall remain unaffected. In such a case, the parties undertake to negotiate a modification which achieves, for the most part, the economic sense and purpose pursued by the ineffective or invalid provision.

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