General Terms and Conditions (GTC)

STREICHER, spol. s r.o. Plzeň

§ 1 General provisions

(1) All of our deliveries, services and offers are subject exclusively to these General Terms and Conditions (hereinafter referred to as GTC), regardless of whether they are explicitly mentioned in negotiations. Our GTCs therefore also apply to all future business transactions with the customer/buyer, even if they are not repeatedly or explicitly agreed upon. Once the goods have reached the customer/buyer, these terms and conditions are deemed to have been accepted.

(2) Any conflicting or deviating terms and conditions of the customer/buyer shall only apply if we have expressly agreed to their validity in writing.

§ 2 Offer

(1) Our offers are subject to change and are non-binding. The contract is only concluded upon our written confirmation of the order/signature of the contract with confirmed contents only.

(2) Any information contained in catalogues, brochures, advertisements, price lists, aptitude tests, quoted formulations, on the internet, in samples, etc., in particular with regard to weight, dimensions, performance parameters, composition, etc., is non-binding.

(3) All statements concerning delivery times/performance periods are approximate and non-binding, unless their binding nature has been expressly agreed in writing.

§ 3 Prices

(1) Our prices are usually quoted ex works, including loading, plus the applicable statutory VAT applicable on the day of billing, but excluding packaging (the customer/buyer must dispose of the packaging at his own expense). The cost of any agreed transport, similar or other insurance and any duties and taxes must be borne by the customer/buyer. For partial deliveries/services, each delivery/service may be charged separately.

(2) If more than four months elapse between the conclusion of the contract and the date of delivery/service and if changes to the pricing basis occur during this period (e.g. an increase in raw material prices, increase in wages, etc.), we reserve the right to adjust our prices accordingly after informing the customer/buyer. For agreed fixed prices, this only applies if the changes could not have been foreseen at the time the contract was concluded.

(3) If no prices were agreed upon at the time of concluding the contract, the prices listed on the date of delivery shall apply.

(4) In the case of deliveries/services with paid freight, any increase in freight rates between order confirmation and delivery/service as well as the freight costs caused by fluctuations in transport, e.g. due to lower volume demand of the customer/buyer per contractual arrangement, are on the account of the customer/buyer. Waiting times at the place of delivery/services are not included. The customer/buyer must provide all necessary assistance/services during unloading.

§ 4 Payment terms

(1) In principle, prices are payable net (without deductions) with the delivery/service. Payment shall be deemed to have been made on the date of credit to our bank account.

(2) Upon receipt of the order confirmation/contract signature, the customer/buyer must pay a deposit of 30% of the total order value and, for deliveries after notification of readiness for delivery or performance, a further 30% of the total order value. The remaining 40% of the total order value will be invoiced after dispatch of the order.

(3) In the event of default by the customer/buyer, we shall be entitled to charge a contractual penalty of 0.05% of the amount due for each day of delay. This provision shall not affect our right to payment of interest on late payment and to full compensation for damages incurred by the seller as a result of the customer/buyer's default, and neither interest on late payment nor the contractual penalty shall be included in the compensation. Failure to comply with the payment terms, default or circumstances that result in a reduction in the creditworthiness of the customer/buyer shall result in immediate payment of all our claims and shall be considered a material breach of contract.

(4) In the event of default, we reserve the right to further contractual or statutory claims.

(5) The customer/buyer shall only be entitled to set-off payment if the counterclaims are finally determined, are undisputed or have been recognised by us and are based on the same contract. We shall be entitled to set off the customer's/buyer's payments first against his/her earlier debts or costs and interest, contractual penalties and only then against the primary claim.

§ Section 5 Delivery time and obstacles to delivery

(1) The delivery period/performance deadline shall commence upon dispatch of the order confirmation/contract signature, but only after the customer/buyer has submitted the documents to be procured on his part and also after receipt of the agreed advance payment and clarification of all technical issues. Compliance with the delivery deadline is subject to our own proper and timely delivery/performance by our suppliers or subcontractors. We shall inform the customer/buyer immediately of any delays.

(2) The delivery/performance deadline shall be deemed to have been met if the object of delivery/performance has left our plant at the time of expiry of the delivery/performance deadline, or if a notification of readiness for shipment has been issued, or if acceptance has been agreed.

(3) In the event of unexpected circumstances that are beyond our control and that we could not have prevented even with all reasonable care - regardless of whether they occur at our plant or at a subcontractor - such as, in particular, force majeure (e.g. epidemics, war and natural disasters), labour disputes, regulatory measures, loss of energy, delayed delivery of raw materials, etc. - we shall be entitled to withdraw from the contract in whole or in part or to extend the delivery/performance date for the duration of the impediment. We shall inform the customer/buyer of such circumstances without delay.

(4) If there is an unreasonable delay in delivery/performance, the customer/buyer shall be entitled to withdraw from the contract after a reasonable period of time has elapsed. If our delivery/performance is not possible, he/she shall also have this right without an extension of time. The same applies if a binding agreement has been concluded or if the customer/buyer proves that he is no longer interested in the contract as a result of our delay. Further claims of the customer/buyer on any legal grounds - in particular claims for damages (including consequential damages) and claims for reimbursement of costs - are excluded, without prejudice to § 10 (4).

(5) The exclusion of liability referred to in paragraph 4 of this section shall not apply if the damage was caused intentionally or by gross negligence on the part of us, our legal representatives or assistants. Liability is then limited to foreseeable damage.

(6) If shipment is delayed at the request of the customer/buyer, the costs incurred for storage shall be charged.

(7) Negotiation of the customer/buyer's requested changes in delivery/performance interrupts the delivery/performance period and leads to agreement on an extension of the time required for the change in performance. In the event that the parties fail to agree on the content of the change and the extension of the delivery period, the interrupted delivery period shall continue to run and shall be extended by the period of interruption during which the negotiation of the changes took place.

(8) The agreed unloading point must be easily accessible from our vehicles. If access to the place of unloading is not possible, the unloading and risk transfer according to § 6 shall take place at a location where the vehicle can pass freely.

(9) Measurements and weights, composition and similar parameters are subject to the usual deviations and tolerances. For the purpose of billing, the relevant quantity is the quantity as ascertained from us on an officially tested and calibrated scale or the weight determined by quantity, for delivery by pieces and other units, or the quantity as ascertained at loading. The customer/buyer is entitled to review the survey at his own expense.

(10) We are entitled to partial deliveries/services.

(11) If the buyer is in default of acceptance or in breach of his/her obligations to cooperate, he/she shall be liable for any damages and extra costs. The risk shall pass in accordance with § 6 (2).

§ 6 Transfer of risk

(1) The risk passes to the customer/buyer as soon as the delivery/fulfilment is handed over to the person carrying out the transport or leaves our plant for dispatch. This shall also apply to the delivery of partial supplies/services if we have taken over additional services such as bearing the transport costs, delivery and assembly of the supplies/services, etc. If a technical pre-acceptance is required prior to dispatch, this will in any case be carried out at our plant.

(2) If the delivery/fulfillment is delayed or prevented through no fault of ours, the risk passes to the customer/buyer as soon as he has been notified that it is ready for dispatch or acceptance.

(3) The customer/buyer must accept the objects of delivery/service regardless of his rights under §§ 8, 9, even if they have negligible defects.

§ 7 Reservation of title

(1) We reserve title to all deliveries/services until the customer/buyer has paid all debts arising from the business relationship resulting from present or future claims, including all claims on the current account balance.

(2) In the event of breach of contract by the customer/buyer, in particular in the event of default of payment, we are entitled to take back the supplies/services; the customer/buyer in this case agrees to the take-back already now. Withdrawal from the contract shall only be deemed to be a withdrawal from the contract if we expressly notify this. Costs incurred during the return (in particular transport costs) shall be borne by the customer/buyer. Furthermore, we are entitled to prohibit the customer/buyer from reselling or processing the reserved deliveries/services. The customer/buyer is only entitled to demand delivery of the returned supplies/services without express withdrawal from the contract after payment of the full purchase price and all costs incurred in connection with the return.

(3) The customer/buyer is obliged to treat the supplies/services with care (including necessary inspection and maintenance work) and to sufficiently insure them against fire, water damage, theft, etc. for their replacement value. If the customer/buyer fails to provide proof of insurance on request, we shall be entitled to take out appropriate insurance at the customer/buyer's expense. The customer/buyer is liable for loss of value, damage, loss or destruction even without fault.

(4) Supplies/services and claims in lieu thereof may not be pledged or assigned or transferred as security by the customer/buyer. The customer/buyer must inform us immediately in writing of any seizure or other interference by third parties with the reserved supplies/services, provide us with all necessary information and hand over the relevant documents so that we can bring an action for abandonment. If we incur any costs for this dispute, even if we win the case, the customer/buyer shall bear them.

(5) The customer/buyer shall be entitled to resell, process or combine the supplies/services in the ordinary course of business; however, he/she shall already have assigned to us all claims arising from resale, processing, mixing or other legal reasons (in particular insurance or other infringements) up to the price agreed with us (including VAT). The customer/buyer shall be entitled to collect the claims assigned to us, irrespective of our right to collect the claim ourselves. However, we undertake not to collect the receivable as long as the customer/buyer fulfils its obligations to pay out of the collected proceeds, unless it is in default of payment and until a petition for bankruptcy or similar proceedings has been filed or such a decision has been made. However, in such a case, the customer/buyer must, at our request, disclose to us the assigned claims and debtors, provide us with all necessary information for the collection, forward the relevant documents to us and inform the debtor (third party) of the assignment.

(6) If the customer/buyer's principal does not agree to a partial assignment for supplies/services, or if this is excluded, the customer/buyer shall - irrespective of the value or price of the supplies/services - assign all receivables due to his principal. The supplier's payments to us shall be immediately remitted to the customer/buyer once our purchase price and any further claims have been settled.

(7) The retention of title shall also apply to products which are created by processing, mixing and combining with our supplies/services at their full value, whereby these processes are

carried out for us as manufacturer, but without any obligation and assumption of liability on the part of the manufacturer. If the reserved supplies/services are processed, mixed or combined with goods of third parties and they retain their ownership, we acquire co-ownership of the new item in the proportion of the actual value of these goods to the actual value of our reserved supplies/services. However, if the reserved property is to be considered the main item, we acquire sole ownership.

§ 8 Defects in delivery, liability

(1) We shall be liable for defects in the delivery/service in the event of proper fulfilment of our inspection and notification obligations.
(2) If there is a defect in the delivery/service, we have the right to decide whether we shall remedy the defect or deliver the item without defects (additional performance). The condition for this is that it is a significant defect. The replaced parts become our property. If one or both of these types of additional performance are impossible or unreasonable, we are entitled to refuse them. We may also refuse additional performance if the customer/buyer does not fulfil his payment obligation to the extent that it corresponds to the part of the delivery/performance without defects. The customer/buyer shall be obliged to give us the necessary time and opportunity for correction, otherwise we shall be released from the obligation of additional performance and liability.
(3) If the customer/buyer accepts the delivery/services at a location other than the place of performance or the contractually intended place of production and operation, or if the place of performance is located abroad, he shall bear the resulting additional costs (e.g. transport and travel costs) of the additional performance.
(4) If the additional performance referred to in paragraph 2 is impossible or fails, the customer/buyer shall have the right to withdraw from the contract in accordance with the law. Insofar as § 10 (4) provides otherwise, further claims of the customer/buyer are excluded. Additional performance shall be deemed to have failed only after a second unsuccessful attempt, unless further attempts are reasonable for the customer/buyer.
(5) We shall not be liable for damages resulting from the following: improper or incorrect use, failure to comply with the operating instructions, improper installation by the customer/buyer or third parties, natural wear and tear, improper or negligent handling, improper equipment, faulty construction work, improper construction substrate, replacement of materials, chemical, electrochemical or electrical influences.
(6) Insofar as no time limit necessarily follows from the law or insofar as we have assumed a guarantee, warranty claims of the customer/buyer shall become time-barred within one year at the latest, starting from the agreed delivery/performance date (§ 5 (2)). In the event that we are entitled to invoke the limitation period against the customer/buyer's legitimate withdrawal claims and the customer/buyer is therefore entitled to refuse payment of the price, we are entitled to withdraw from the contract.

§ 9 Liability for ancillary obligations

If the customer/buyer cannot use the delivery/service in accordance with the agreed purpose due to a breach of our information obligation - in particular the obligation to give instructions for the operation and maintenance of the delivery/service - as well as other secondary contractual obligations due to our fault, before or after the conclusion of the contract, the provisions of § 8 and § 10 shall apply to the exclusion of any further claims of the customer/buyer.

§10 Withdrawal of the buyer and further obligations on our part

(1) The following withdrawal provisions shall apply in the event of a breach of obligations other than the obligation to deliver the supplies/services without material defect (warranty) and shall not exclude or limit the statutory right of withdrawal. Nor can they exclude or limit the statutory and contractual rights and entitlements to which we are entitled.
(2) The customer/buyer may withdraw from the contract if the entire delivery/performance becomes definitely impossible. This shall also apply in the event of legal incapacity. The customer/buyer is also entitled to withdraw from the entire contract if he proves that in the case of the delivery of similar items, the performance of one part of the delivery/service has become impossible and that he is not interested in a partial delivery. If this is not the case, the customer/buyer may reduce the consideration in the event of partial impossibility. The right of withdrawal shall not apply in the event of an insignificant breach of duty on our part. In the event of partial default of performance, the second sentence shall apply accordingly.
(3) Withdrawal from the contract is excluded if the fact which gives rise to the customer/buyer's right of withdrawal is caused by the customer/buyer's sole or overriding sole responsibility or if the fact which gives rise to the customer/buyer's right of withdrawal is caused by us and occurs at a time when the customer/buyer is in default of performance. In the event of impossibility due to the above circumstances, we shall retain our right to consideration.
(4) Other claims of the customer/buyer referred to in these GTC that arise from any legal basis - in particular claims due to fault in contrahendo, breach of main and secondary contractual obligations, compensation for expenses, wrongful acts and other tort liabilities - are excluded. This applies in particular to claims for damages beyond the scope of the delivery/service, indirect and consequential damages as well as claims for compensation for loss of profit. Claims that do not arise from defects in the supplies/services are also recorded in the disclaimer. The disclaimer of liability also does not apply in cases where there is liability under the Product Liability Act for defects in supplies/services, for damage to health or property to privately used items. Liability in the event of assumption of the warranty is not excluded even if our liability is caused by a latent negligence. For claims for reimbursement of expenses, the above shall apply mutatis mutandis. Our liability is generally limited to foreseeable damage and up to the maximum amount of the order.
(5) If and to the extent that the above exclusion and limitation of liability is or becomes in whole or in part legally questionable, our liability shall be limited to the extent permitted by law.

§ 11 Trade Secrets

The customer/buyer undertakes to keep permanently confidential all information that has come to his/her knowledge in connection with the business relationship with us and that relates to the internal circumstances and procedures of our clients, suppliers or subcontractors - both technical, as well as commercial/economic - which are marked as confidential or are otherwise recognizable as trade or industrial secrets, and shall not record them or disclose them to third parties or use them himself in any way, unless this is necessary to achieve the contractual purpose.

§ 12 Place of performance, jurisdiction and applicable law

(1) The place of performance is the place of dispatch (place of work or place of storage).
(2) Disputes arising under or in connection with the respective contracts with the customer/buyer shall be decided by the ordinary courts. The place of jurisdiction shall be our registered office, insofar as this is permitted by law. However, we shall be entitled to bring an action at our discretion in any other competent court.
(3) All claims and rights arising from the respective contracts with the customer/buyer shall be governed exclusively by Czech law. Any conflicting provisions of private international law and the UN Convention on Contracts for the International Sale of Goods (CISG) are expressly excluded.

§ 13 Other provisions

(1) In the event of a conflict between the GTC and the concluded contract, the contractual provisions shall prevail.
(2) The use of our name, offers, supplies/services etc. for advertising purposes is not permitted without our written consent.
(3) The purchaser may not assign any rights arising from or in connection with the contract to third parties without our prior written consent.
(4) We shall be entitled to set off all claims of any kind to which we or companies in the STREICHER Group are entitled against all claims of the customer/buyer which are due to us or companies in our group, even with varying maturity, provided that membership of the group was already recognizable at the time of conclusion of the contract.
(5) We may store and share data arising from the business relationship within our group of companies. The customer/buyer agrees to this.
(6) The contractual and correspondence language is English or Czech.
(7) Further arrangements, additions or supplements to the contract require a written form.
(8) Should individual provisions of the GTC be or become ineffective or invalid in whole or in part, this shall not affect the effectiveness of the remaining provisions. Rather, the contracting parties undertake to agree on a provision which replaces the ineffective or invalid provision and which corresponds as far as possible to its economic purpose. For legally disputed provisions in the GTC or concluded contracts, the statutory provisions that most closely approximate the disputed provisions (e.g. for limitation periods within the shortest possible period) shall apply without further agreement of the parties.

Status as of: 01.06.2025