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## General Terms and Conditions of SILROC CZ, a.s.

Registered in the Commercial Register that is kept by the Regional Court in Ústí nad Labem,  
Section B, Insert 1514

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### 1. General provisions:

- 1.1. These General Terms and Conditions (hereinafter referred to as "Terms and Conditions") are issued by SILROC CZ, a.s. (hereinafter referred to as SILROC CZ) with its registered office at Krkonošská 284, 468 41 Tanvald – Šumburk nad Desnou, IČ: 25475525, DIČ: CZ25475525.
- 1.2. The conditions are valid from 01.08.2020 until the next revision of terms and conditions.
- 1.3. The following conditions apply to the mutual relations of the contracting parties, unless expressly stated otherwise in the purchase contract.

### 2. Delivery conditions:

- 2.1. Unless otherwise agreed, the goods are delivered only on the basis of a written order issued by the buyer and confirmation of the order by SILROC CZ according to Article 2.3. Telephone orders will be confirmed in writing.
- 2.2. The order must contain: the buyer's business name, the buyer's registered office, delivery and invoicing address (if different from the buyer's registered office address), the buyer's Company ID and VAT number, type and quantity of goods.
- 2.3. The delivery date will be confirmed by SILROC CZ in writing.
- 2.4. The place of delivery is the buyer's registered office address, unless the buyer provides a different delivery address.
- 2.5. In general, all deliveries are shipped in accordance with INCOTERMS 2010 with the delivery condition EXW Tanvald (Ex Works Tanvald).
- 2.6. Shipping and packaging is charged for each delivery. The freight is determined according to the price of the carrier and the packaging is determined according to the internal price list of SILROC CZ.
- 2.7. Delivery means the acceptance of goods by the buyer or the first carrier. The risk of damage to the goods passes to the buyer at the time of receipt of the goods by the buyer or carrier.
- 2.8. The minimum order value for standard products is CZK 2,500. In the case of custom parts, the minimum order value is defined by the SILROC CZ price offer or written agreement.
- 2.9. In the event that the customer requests a change to a part that was made to order and has already been released for series production, the customer is obliged to take all stock of the original part.
- 2.10. SILROC CZ reserves the right to increase or decrease deliveries by +/- 5%.

### 3. Purchase price and payment terms:

- 3.1. The purchase price listed in the price list does not include the cost of transport and packaging, and does not include statutory VAT.
- 3.2. Payment means crediting the full payment of the purchase price, including shipping, packaging and VAT to the SILROC CZ bank account.
- 3.3. The standard maturity of issued invoices is 14 calendar days for domestic customers and 30 days for international customers, unless otherwise agreed. SILROC CZ reserves the right to request payment in advance.
- 3.4. For bank transfers, each party pays their own bank's charges.
- 3.5. If there is a delay in payment, SILROC CZ is entitled to charge a contractual penalty of 0.05% of the amount due for each day of delay and cease further deliveries. In the event of repeated non-compliance with the invoice due date, SILROC CZ has the right to withdraw from the agreed conditions for further deliveries. Penalties for payment delays shall not be waived.

### 4. Cancellation and force majeure:

- 4.1. The buyer may only withdraw from the conclusion of the purchase contract in writing. Withdrawal is only possible if the buyer pays SILROC CZ an adequate amount for the efforts until that point in time and all costs associated with the order.
- 4.2. In cases of force majeure, in particular natural disasters, war, strikes, lockouts, operational or traffic disruptions, even with our suppliers, contractual obligations of the affected parties are suspended for the duration of such events. If the delay exceeds six weeks, both parties are entitled to withdraw from the contract. No other claims shall arise. Validity of the provisions contained in point 3.5. is not affected by the provisions of this point.

### 5. Storage conditions of products manufactured by SILROC CZ:

- 5.1. Products should be stored in a dust-free, dry and ventilated environment. They must not be exposed to radiant heat or direct sunlight or other sources of UV radiation. Packaging must be clean, dry, free of deformation and intact. Silicone parts must not come into contact with lubricants, oils, solvents, oxidizing agents and other chemicals.
- 5.2. In the case of non-compliance with storage conditions stated in point 5.1. by the buyer, or any third party, SILROC CZ is released from liability for product defects resulting from non-compliance with the stated conditions of storage of SILROC CZ products.

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### 6. Product quality:

- 6.1. The buyer acknowledges that the following properties of molded silicone products cannot be considered defects. The following properties of the product arise for technological reasons or they are characteristics of the materials:
  - 6.1.1. Visible trace of inlet flow, exhaust and visible dividing line on the surface. SILROC CZ always tries to minimize these traces.
  - 6.1.2. Material hardness in the range of +/- 5 Sh A.
  - 6.1.3. The general tolerance for molded silicone parts is based on ISO 3302-1, M3, for L3 hose systems.
  - 6.1.4. Color deviation of individual production batches for colored parts.

### 7. Tools and forms:

- 7.1. The warranted service life of tools and molds is generally 2 years.
- 7.2. During the warranty period, SILROC CZ covers the costs of maintenance and possible repairs of tools and molds. After the end of the warranty period, these costs are paid by the customer.

### 8. Defects of performance (complaints):

- 8.1. All data, especially on the suitability, processing and application of our products and our technical advice, are provided to the best of our knowledge, however, they do not restrict the buyer from carrying out his own examinations and tests.
- 8.2. Upon receipt of the goods, the buyer is obliged to check whether the weight of the delivered goods agrees with the weight specified in the delivery documents. This check must be performed before opening the cartons. If a weight difference is found, it is necessary to leave the goods in their original condition and contact SILROC CZ immediately. SILROC CZ reserves the right to reject the complaint if this procedure is not followed.
- 8.3. After verifying the weight, the buyer is obliged to check the delivered goods, in case of finding defects or defects, he must file a complaint against the delivered goods.
- 8.4. Complaints must be made within 10 days of receipt of the goods. In the case of hidden defects, the complaint must be made immediately after their discovery, but no later than 6 months after receipt of the goods. The mentioned complaints must be in writing with a precise specification of defects. Each complaint will be objectively discussed if it is sent within the specified deadlines.
- 8.5. In the event of a justified complaint, SILROC CZ will offer its own collection of goods; if it is unable to do so,

the goods may be sent at SILROC CZ's expense. SILROC CZ may also agree to the disposal of defective goods.

- 8.6. Defective goods will be replaced by SILROC CZ with a new delivery to the buyer. This exchange will be made as soon as possible. Any other claims by the buyer against SILROC CZ will not be accepted.
- 8.7. If the product does not belong to the catalog of serial parts and is made on the basis of a specific request by the buyer, a "1<sup>st</sup> Piece Protocol" is delivered to the buyer during the first delivery of samples of this product. SILROC CZ requires notification from the buyer as to whether he/she agrees with the product and the 1st Piece Protocol. This notification must be made within 14 days of dispatch of the samples. If notification is not received within 14 days of dispatch, SILROC CZ considers the samples to be approved.
- 8.8. Unless otherwise stated in these terms and conditions, or in the contract, the relevant provisions of Czech law apply.

### 9. Liability:

- 9.1. SILROC CZ is not liable for damages resulting from the use of products manufactured by it or damages incurred in any connection with the use of these products. SILROC CZ is not primarily liable for indirect damage: non-material damage, damage caused by late delivery or damage by third parties.
- 9.2. If SILROC CZ is nevertheless liable for damages (despite 8.1.), then only up to the value of the delivered goods.

### 10. Retention of ownership:

- 10.1. The delivered goods are owned by SILROC CZ until the buyer pays the full purchase price of the delivered goods.
- 10.2. Molds or tools intended for the production of parts remain the property of SILROC CZ. Design drawings, 3D models and production technology remain the company's secret (SILROC CZ know-how). The buyer pays only part of the actual costs associated with the design and manufacture of the mold. An alternative solution for ownership of the molds must be approved by SILROC CZ and agreed separately in a written contract.

### 11. Protection of personal data:

- 11.1. SILROC CZ collects, stores and processes personal data of business partners to the extent necessary for the processing of offers, customer support and securing the supply of products and services.
- 11.2. When processing personal data, SILROC CZ follows European and Czech legislation. Information about our approach can be found on the [silroc.cz](https://www.silroc.cz) website.

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### 12. Final provisions:

- 12.1. The law of the Czech Republic and the EU applies exclusively between the contracting parties.
- 12.2. The place of dispute resolution is the local jurisdiction of the court according to the registered office of SILROC CZ.
- 12.3. These terms and conditions are drawn up in the Czech, English and German languages, and due to any doubt about their exact content in the material or legal sense, these terms and conditions drawn up in the Czech language take precedence.
- 12.4. By sending the first order, as well as other subsequent orders, the buyer confirms his agreement with the binding nature of these conditions.