

General Terms and Conditions for Sales

HENKEL ČR, spol. s r.o.

Boudníkova 2514/5, 180 00 Prague 8

ID no. 15889858

Registered by the Municipal Court in Prague

File No. C 2607

1. These General Terms and Conditions (hereinafter "GTC") regulate the rights and responsibilities of the parties, and other conditions under which HENKEL ČR, spol. s.r.o. sells goods to its customers. The GTC also apply to the provision of services related to the sale of goods by HENKEL ČR, spol. s.r.o. All written arrangements between the seller and the buyer shall have precedence over the present GTC.
2. **"Seller"** shall mean HENKEL ČR, spol. s r.o. **"Buyer"** shall mean the customer who has ordered goods or services from the Seller. The Buyer is responsible for the correctness and accuracy of the data which the Buyer has provided to the Seller, and undertakes to timely inform the Seller about all changes relating to the Buyer and important for the fulfilment of the agreements entered into between the Buyer and the Seller, including the ability to timely settle all due debts.
3. Individual contracts shall be deemed entered into upon the agreement of the Buyer and the Seller regarding the entire content thereof. Should the Buyer confirm in written form the conclusion or adjustment of an individual contract concluded in non-written form and the confirmation contains any even unsubstantial deviations from the actual content of the precedent contract, the individual agreement will be deemed as entered into pursuant to the conditions of the confirmation only provided that the Seller expressly approves the content of the confirmation. The price, bonuses and other pricing shall be set according to the current pricelists, terms and conditions and the Seller's offer, valid as of the date on which the individual contract is concluded.
4. The delivery of goods is subject to CIP rules encompassed in rules INCOTERMS 2012. Unless otherwise expressly stipulated, the standard delivery time shall be five business days following the confirmation of the purchase order by the Seller.
5. If the Seller is unable to complete delivery owing to circumstances which the Seller could not have foreseen, which are beyond the Seller's control and which prevent the Seller from fulfilling his obligations, thus rendering the delivery or transportation impossible or unreasonably complicated, the Seller shall be entitled to withdraw from the individual contract or postpone the delivery until the complications are remedied. The Seller is obliged to immediately notify the Buyer about the existence of such circumstances.
6. The Seller shall keep record of EUR pallets on which goods are delivered and shall withdraw the pallets upon written request. According to the current situation, it is also possible to have the pallets replaced upon delivery, i.e. pallet for pallet. The Buyer is obliged to return and the Seller will only accept clean EUR pallets in undamaged condition according to the valid ČSN standard. Returnable packaging provided by the Seller (including EUR pallets), as well as any selling aids, shall remain the Seller's property that is not for sale and are only provisionally provided for the use of the Buyer. It must be handled carefully and must not be used for other purposes than the storage of the goods supplied by the Seller or other purposes which the Seller explicitly consents to. The Buyer shall be responsible for all damage arising from a failure to comply with such conditions and shall be obliged to compensate the Seller. Returnable packaging and selling aids must be returned immediately after emptying, in perfect condition, with the specification of the division indicated in the invoice, to the agreed or specified department accepting empty packaging. The deadline for handing back returnable containers and tanks, and other returnable packaging and selling aids is eight weeks following the delivery of the goods. If EUR pallets, returnable packaging and/or selling aids are not returned within the required deadline or are useless, the Buyer shall be obliged to pay a contractual penalty to the Seller in the sum of the current price of new packaging of the same design pursuant to the price list of the supplier from whom the Seller purchased such goods or from whom he purchases such goods upon the moment of the contractual penalty's account in the event of a subsequent change of supplier.. These amounts shall be due as of the delivery of the account for the contractual penalty to the Buyer. The returned empty packaging shall upon receipt be written off the account of empty packaging.
7. The Seller is entitled to postpone the delivery of goods if the Buyer fails to fulfil the Buyer's duties required for the delivery of the goods, and/or if the Seller detects any circumstances following the establishment of a contract which reasonably give rise to concerns that the Buyer will fail to duly settle all amounts owed under the contract. The Seller shall notify the Buyer about the reason and circumstances of the postponed delivery of goods.
8. The Seller shall retain title to all delivered goods until the Buyer's settlement of the corresponding price. During the existence of the Seller's ownership title to the delivered goods, the Buyer shall store such goods so as to prevent their deterioration, damage, destruction, theft or loss.
9. The Buyer shall pay the purchase price for the delivered goods by the deadline stated on the invoice. All payments shall be used for the settlement of debts pursuant to the descending order of their due dates. If the Buyer defaults on the payment of any purchase price, the Seller shall be entitled to charge interests on late payment accruing at a rate of 0.1% of the amount owed per day. The contractual parties stipulate that the unpaid sum of interests on late payment following its due date will be charged with additional interests on late payment accruing at the above determined rate.
10. The Seller provides quality warranty for the goods delivered in sealed packaging, covering the minimum period of usability of the product. In case of devices and tools intended for activities supposing the use of glues and sealants (application, dosage, hardening, etc.) the Seller provides a warranty for delivered goods over a period of 6 month following the delivery of the goods with the exception of components, which have the nature of consumption material (components in contact with glue, discharge tubes, etc.) The Buyer is obliged to comply with the storage conditions stated on the packaging or set by the Seller. For products of the Schwarzkopf Professional line, the Seller provides a 12-month quality warranty following the date of delivery. The Buyer is entitled to claim the goods intended for resale to consumers within 24 months following the date on which the consumer purchased the goods from the Buyer, however, not later than 36 months following the date on which the Buyer purchased the goods from the Seller, provided that the Buyer shall fulfil all of his legal duties, especially the duty to inform the consumer about the proper use of the goods, deliver the goods in original and undamaged packaging, including the user's instructions, and provided that the Buyer shall inform the Seller about the complaint immediately after the consumer's complaint. A warranty provided for any goods does not apply in the event of defects resulting from or related to the breach of the Buyer's duties, particularly the duties listed in this provision. This equally applies in cases of defects resulting from non-observance of warehousing conditions and manipulation of goods by consumers. The Buyer must allow the Seller to express comments regarding the Buyer's complaint.
11. Should the Buyer fail to timely settle the purchase price, the Seller shall be entitled to withdraw from the framework and individual contracts as well as claim the return of the goods.
12. The Buyer shall check the goods upon delivery, in order to identify any obvious defects and incompleteness upon the acceptance thereof. Unless otherwise stipulated, the Buyer shall notify the Seller about these defects within 3 days following the acceptance of the delivery. The information regarding the complaint must include at least the following data: Buyer's place of business or place of residence and ID number, delivery note number, quantity of the claimed goods and the description of the identified defect. Should the Buyer fail to fulfil the requirements laid down by this provision, its rights to cure defective performance extinguish. Quality defects will be classified according to the relevant laws, standards, certificates, etc. issued with respect to the considered goods.
13. As regards re-sale of goods delivered by the Seller, the Buyer undertakes to sell the goods in original and unaltered packaging only. Supporting application items are excluded.
14. The Seller shall provide the Buyer with documents relating to the goods, technical descriptions and instructions for use solely upon the Buyer's explicit request. Upon the Buyer's request, the Seller shall offer to the Buyer, to the best of the Seller's knowledge and experience and to an appropriate extent free technical consultations regarding the use of the goods; however, the Seller shall not be held responsible for the results achieved by the user. The Seller is not obliged to provide compensation for prejudice resulting from the improper storage or use of the products.
15. The Buyer assures the non-existence of conflicts of interest caused by factual or legal bias in his sphere and will inform the Seller without delay if such conflicts of interest should occur.
16. Should individual provisions of the GTC be or become ineffective, invalid or colourable, this shall be without prejudice to the validity and effectiveness of the remaining provisions. The Parties shall agree on new provisions that will best correspond to the purpose pursued by the ineffective provisions.

17. Written communication of the parties' will shall also be deemed delivered on the day on which the sender is notified that no addressee was found at the address of the other party's registered office entered in the Commercial Register, i.e. that the mail could not be delivered or the acceptance thereof was refused in an unauthorized manner.
18. All disputes based on the payment of a monetary performance of a maximal value of 100.000 CZK excluding accessories arising from or in connection with the framework or individual contracts shall be finally resolved - with the exclusion of the competences of general courts - through arbitration proceedings held by the Arbitration Court attached to the Economic Chamber of the Czech Republic and the Agricultural Chamber of the Czech Republic in Prague, by a single arbitrator appointed in compliance with the Rules of the Arbitration Court. The parties undertake to comply with the duties imposed in the arbitration award, by the deadlines set out therein. All other disputes are to be decided by general courts of the Czech Republic. For this purpose the contracting parties have pursuant to section 89 of Statute n. 99/1963 Coll. The Civil Procedural Code as amended stipulated that the competent court shall be the court within the district of the Seller's place of business.
19. All relationships between the Seller and the Buyer shall be governed by the present GTC and the Czech law, especially Statute n. 89/2012 Coll. Civil Code, as amended (hereinafter "Civil Code"). The Seller shall notify all amendments to the present GTC to the Buyer by publishing such amendments on www.henkel.cz and delivering the new conditions to the Seller via e-mail or other appropriate manners of notification if stipulated in the framework contract.
20. The contractual parties exclude the Seller's duty to compensate the Buyer for such prejudice which was not reasonably foreseeable on the date of the conclusion of the framework or individual contract. The contractual parties equally exclude the Seller's duty to compensate the Buyer for non material loss as determined in section 2971 of the Civil Code. Unless the parties stipulate otherwise, all compensation for prejudice inflicted in connection to the framework or individual contract shall be monetary.
21. The contractual parties hereby stipulate a prolongation of the limitation of actions concerning all rights to which the Buyer is entitled, which result from or relate to the framework or individual contract and which are subject to limitation, to a total duration of ten years.
22. Limitation periods regarding the exercise of rights resulting from or related to the framework or individual contracts are not - in the event of any concluded agreement on extrajudicial negotiations between the Buyer and the Seller concerning the rights or circumstances which constitutes a right - interrupted and continue to run or recommence to run regardless of the existence of such an agreement. Section 647 of the Civil Code shall not apply.
23. The contracting parties have further stipulated that the Seller is entitled to set off all his claims against the Seller from the Buyer's claims including claims which may be considered as uncertain or indefinite according to section 1987 paragraph 2 of the Civil Code.
24. The contracting parties exclude the right of the Buyer to invoke to his own benefit the register of data regarding legal dealings and other legal facts in the electronic system of the Seller as set by section 562 paragraph 2 of the Civil Code. The contractual parties further exclude the Buyer's right to invoke to his benefit the content and date of issue of documents related to legal facts which are constituted in result of regular operation of business of the Seller as set forth by section 566 paragraph 2 of the Civil Code.
25. Within the issue of and submission of acquittances and debenture bonds no legal presumptions set by the Civil Code (as specified below) shall apply; only conditions expressly determined in the acquittances or the debenture bonds themselves apply. Should the Seller issue an acquittance related solely to the principal, the parties exclude the presumption fixed by section 1949 paragraph 1 third sentence of the Civil Code, according to which the accessions of a claim are also considered to be settled, unless the acquittance states otherwise. Should the Seller issue or the Buyer submit within repetitive performance based on an identical legal title an acquittance on a performance which is due later, the contractual parties exclude the presumption fixed by section 1950 of the Civil Code according to which the Buyer also fulfilled what was payable earlier, shall not apply. Should the Buyer receive a debenture bond without and acquittance, the presumption fixed by section 1952 par. 2, according to which the debt was paid off, shall not apply. Should the Seller issue an acquittance to the Buyer or return the debenture bond to him, without the Buyer's prior discharge of the debt, the obligation to pay the debt is not waived. Should the Buyer be a co-debtor in relation to the Seller and should the Seller issue an acquittance to one of the co-debtors or return the debenture bond of the entire debt, the presumption fixed by section 1995 paragraph 2 of the Civil Code, according to which the Seller waives the debt in relation to all co-debtors, shall not apply.
26. Should the Buyer be in default of any debt to which the Seller is entitled resulting from or related to the framework or individual contract, the Seller is entitled to further interests on late payment despite the fact that the sum of interests already amounts to the value of the principal. Section 1805 paragraph 2 of the Civil Code will not apply in such a case.
27. The Seller shall be entitled to compensation for damage incurred due to non-fulfilment of a monetary debt even if the damage is covered by interests on late payment. Section 1971 of the Civil Code shall not apply in such a case.
28. Should either of the contracting parties assert against the other party any claim resulting from or related to the framework or individual contract, the contractual parties exclude the creditor's entitlement to the reimbursement of related expenses fixed as lump sum in section 3 of governmental decree n. 351/2013 Coll. as amended.
29. The Seller hereby informs the Buyer according to section 5 paragraph 1 letter b) of the Packaging Act n. 477/2001, that all packages distributed by the Seller meet the requirements specified in section 3 and 4 of this Packaging Act. The Seller hereby declares that his packages are made in accordance with harmonized Czech technical standards.
30. The present GTC shall step into force on 19 October 2021.

Seller:

HENKEL ČR, spol. s r.o.

Buyer:

Name:

Function: