

General Terms and Conditions
HENKEL ČR, spol. s r.o.
Boudníkova 2514/5, 180 00 Prague 8
Company ID: 15889858
registered at the Municipal Court in Prague
Ref. No. C. 2607

1. These General Terms and Conditions (hereinafter referred to as "GTC") govern the rights and obligations of the contracting parties, as well as other conditions under which HENKEL ČR, spol. s r.o. sells goods to its customers. These GTC also apply to the provision of services, if such services are related to the sale of goods by HENKEL ČR, spol. s r.o. Any written agreements between the seller and the buyer take precedence over these 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 are 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 CIP rules contained in INCOTERMS 2020 apply to the delivery of goods. Unless expressly agreed otherwise, the standard delivery period is five working days from the confirmation of the order by the seller.
5. If delivery is prevented by events that the Seller could not have foreseen and which arose independently of the Seller's will and prevent the Seller from fulfilling its obligations and by which delivery or its transport is prevented or made more difficult beyond reasonable limits, the Seller is entitled to withdraw from the partial contract or postpone delivery until the obstacles are removed. The Seller is obliged to notify the Buyer of the existence of these circumstances without delay.
6. Returnable packaging provided by the Seller, as well as any sales aids, remain the non-saleable property of the Seller and are only temporarily provided for use by the Buyer. They must be handled with care and may not be used for any purpose other than the storage of goods delivered by the Seller or for any other purpose not expressly permitted by the Seller. The Buyer is obliged to compensate for any damage caused by failure to comply with these conditions. Returnable packaging and sales aids must be returned immediately after emptying, in perfect usable condition, stating the division specified in the invoice, to the agreed or specified empty packaging collection point. For returnable containers, containers and tanks, as well as for other returnable packaging and sales aids, the return period is a maximum of eight weeks after delivery of the goods. If the returnable packaging and/or sales aids are not returned on time or if they are unusable, the Buyer is obliged to pay the Seller a contractual penalty in the amount of the current price of new packaging or work aids of the same design, according to the price list of the supplier from whom the Seller purchased the goods or from whom it purchases goods at the time of billing the contractual penalty, if there has been a subsequent change of supplier. These amounts are payable upon delivery of the contractual penalty invoice to the Buyer. The empty packaging account is debited after the empty packaging arrives.
7. The Seller is entitled to postpone the delivery of goods if the Buyer has not fulfilled their obligations, the fulfilment of which should precede the delivery of goods, or if, after the conclusion of the contract, the Seller discovers circumstances that give rise to reasonable concerns that the Buyer will not fulfil their contractual payment obligations. The Seller shall inform the Buyer of the reason for and circumstances of the postponement of the delivery of goods.
8. All delivered goods remain the property of the Seller until they have been paid for in full by the Buyer. For the duration of the retention of title, the Buyer is obliged to store the goods in such a way that they are not degraded, damaged, destroyed, stolen or lost.
9. The Buyer is obliged to pay the purchase price for the delivered goods within the period specified on the invoice. Payments made shall be credited against the earliest due receivables. In the event of failure to meet the due date, the Seller is entitled to charge contractual interest on late payment at a rate of 0.1% of the amount due per day. The contracting parties agree that the unpaid amount of interest on late payment shall continue to accrue interest on late payment at the rate specified in the previous sentence after its due date.
10. The Seller provides a quality guarantee for the delivered goods in sealed packaging for at least the shelf life of the product. The Seller provides a warranty for equipment and tools intended for activities related to the use of adhesives and sealants (application, dosing, curing etc.) for a period of 6 months from the date of delivery of the goods, with the exception of components that are consumables (parts in contact with adhesive, discharge lamps, etc.). The buyer is obliged to comply with the storage conditions stated on the packaging or specified by the Seller.
11. In the event of non-payment of the price of the goods by the Buyer in a timely manner, the Seller is entitled to withdraw from the partial and framework agreements and demand the return of the goods.
12. Upon delivery of the goods, the Buyer is obliged to inspect them and check whether there are any obvious defects upon receipt of the delivery and whether the delivery is complete. Unless otherwise agreed, the Buyer is obliged to report these defects to the Seller within 3 days of receipt of the delivery at the latest. Information about the delivery being complained about must include at least: the place of business or registered office and company ID number of the Buyer, the delivery note number, the number of goods being complained about, and a description of the defect found. If the Buyer fails to fulfil the obligations specified in this Article 12 of the GTC, their rights arising from defective performance shall expire. Quality defects will then be assessed in accordance with the relevant legal regulations, standards, certificates, etc. issued for the goods in question.
13. In the event of further sale of goods delivered by the Seller, the Buyer undertakes to sell the delivered goods (with the exception of supporting application items) only in their original and unaltered packaging.
14. The Seller shall provide the Buyer with documents relating to the goods, technical descriptions and instructions for use only at the Buyer's express request. At the Buyer's request, the Seller shall provide the Buyer with free technical advice on the use and application of the products to the best of its knowledge and experience but shall not be liable for the results achieved by the user. The Seller is not obliged to compensate for damage caused by improper storage or use of the product.
15. The Buyer shall ensure that there is no conflict of interest due to factual or legal bias in its field and shall inform the seller without delay if such a conflict of interest could arise. The Buyer is obliged to act in accordance with the Henkel Code of Conduct, which is available at www.henkel.cz.
16. If individual provisions of these GTC are or become invalid, apparent or ineffective, this shall not affect the validity and effectiveness of the other provisions. The contracting parties are obliged to agree on a new provision that most closely corresponds to the purpose pursued by the invalid, apparent or ineffective provision.

17. Written communications from the contracting parties shall be deemed to have been delivered on the day on which the delivering contracting party was notified that the addressee is not located at the address of the other contracting party's registered office as entered in the Commercial Register, that there is no one to accept the delivery, or that acceptance of the delivery was unlawfully refused.
18. All relations between the Seller and the Buyer are governed by these GTC and Czech law, in particular Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "**Civil Code**"). The Seller shall notify the Buyer of any changes to these GTC by publishing them on www.henkel.cz and delivering the new terms and conditions to the Buyer by e-mail or by other appropriate means agreed in the framework agreement. All disputes that may arise in connection with the framework or partial contract shall be decided by Czech courts; specifically, the contracting parties have agreed on the local jurisdiction of the court pursuant to Section 89a of Act No. 99/1963 Coll., the Civil Procedure Code, as amended, such that the competent court is the court in the district of the Seller's registered office.
19. The Seller's obligation to compensate the Buyer for damage that could not have been reasonably foreseen at the time of conclusion of the framework or partial contract is excluded. The Seller's obligation to compensate the Buyer for non-pecuniary damage within the meaning of Section 2971 of the Civil Code is also excluded. Unless the contracting parties agree otherwise, all damage incurred in connection with the framework or partial contract shall be compensated in money.
20. The contracting parties agree to extend the limitation period for all rights belonging to the seller arising on the basis of or in connection with the framework or partial contract, which are subject to limitation, to 10 years.
21. The limitation periods for the exercise of rights arising on the basis of or in connection with the framework or partial contract shall not be suspended in the event of the conclusion of any agreement on out-of-court proceedings between the Buyer and the Seller concerning the right or the circumstance giving rise to the right, and shall commence or continue to run regardless of the possible existence of such an agreement. The provisions of Section 647 of the Civil Code shall not apply.
22. The contracting parties further agree that the seller is entitled to set off all its claims against the buyer's claim, including those claims against the Buyer which may be considered uncertain or indefinite within the meaning of Section 1987(2) of the Civil Code.
23. The Buyer's right to invoke, to its advantage, records of legal acts and other facts in the Seller's electronic system pursuant to Section 562(2) of the Civil Code is excluded. Furthermore, the Buyer's right to invoke, to its advantage, the content and time of issue of documents relating to legal facts occurring in the normal course of the Seller's business pursuant to Section 566(2) of the Civil Code is excluded.
24. When issuing and presenting promissory notes and receipts, the presumptions set out in the Civil Code (as specified in more detail below) shall not apply; only what is expressly stated in such promissory notes or receipts shall apply. If the Seller has issued a confirmation of debt fulfilment (receipt) relating only to the principal, the presumption under Section 1949(1), third sentence of the Civil Code that the accessories of the claim have also been settled shall not apply unless this is expressly stated in the receipt. If, in the case of repeated performance on the same legal grounds, the Seller issues or the buyer submits a receipt for performance due at a later date, the presumption under Section 1950 of the Civil Code that the Buyer has also fulfilled what was due earlier shall not apply. If the Buyer receives a promissory note without a receipt, the presumption under Section 1952(2) of the Civil Code that the debt has been fulfilled shall not apply. If the Seller issues a receipt to the Buyer or returns the promissory note to the Buyer without the Buyer having fulfilled the debt, the debt shall not be waived. If the Buyer is a co-debtor to the Seller and the Seller issues a receipt to one of the co-debtors or returns the promissory note for the entire debt to them, the presumption under Section 1995(2) of the Civil Code that the Seller has waived the debt to all co-debtors shall not apply.
25. If the Buyer is in default with the payment of any debt to the Seller arising on the basis of or in connection with a framework or partial contract, the Seller shall be entitled to further interest on late payment even if the amount of interest already equals the principal amount of the debt. The provisions of Section 1805(2) of the Civil Code shall not apply in this case.
26. The Seller shall be entitled to compensation from the Buyer for damage incurred as a result of non-fulfilment of a monetary debt, even if the damage is covered by default interest. The provisions of Section 1971 of the Civil Code shall not apply in this case.
27. If either of the contracting parties asserts any claim against the other contracting party arising from or in connection with the framework or partial contract, the creditor of such a claim shall be excluded from the right to reimbursement of related costs in the lump sum specified in Section 3 of Government Regulation No. 351/2013 Coll., as amended.
28. 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 specificized 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.
29. These GTC are valid from 1 October 2025.

Seller: HENKEL ČR, spol. s r.o.

Buyer:.....