



**VVUU**

RISK ANALYSIS  
TESTING  
CERTIFICATION

VVUU, a.s.  
Pikartská 1337/7, Radvanice, 716 00 Ostrava  
Czech Republic  
VAT: CZ45193380

## GENERAL TERMS AND CONDITIONS

### 1. General Provisions

1.1 These General Terms and Conditions (hereinafter referred to as "**GTC**") are general provisions applicable to individual purchase contracts concluded between VVUU, a.s., Co. Reg. No: 45193380, with registered office at Pikartská 1337/7, Radvanice, 716 00 Ostrava as the Buyer (hereinafter referred to as the "Buyer") and another business entity that will act as the selling party within the contractual relationship (hereinafter referred to as the "Seller") and govern the rights and obligations of the Contracting Parties within their contractual relationships. These GTC shall govern the contractual relations in the event that they are referred to in the relevant order or contract (hereinafter referred to as an "Order" or a "**Contract**"). These GTC shall apply always but shall be superseded in cases where the contract or order itself implies a different provision for the rights and obligations of the Contracting Parties. These GTC shall also not apply in the event that the nature of a contract conceptually excludes the provisions ensuing therefrom.

### 2. Subject Matter of the Contract

2.1 The subject matter of the Contract is the obligation of the Seller to transfer the title to a movable thing specified in an Order or a Contract (hereinafter referred to as the "Subject Matter of the Purchase") to the Buyer and the obligation of the Buyer to take possession of the movable thing and pay the agreed purchase price for it.

2.2 The obligation of the Buyer to pay the purchase price arises at the moment when the Seller delivers the Subject Matter of the Purchase to the Buyer in a due and timely manner and the Subject Matter of the Purchase does not show any defects (whether qualitative or quantitative). The moment of delivery within the meaning of the preceding sentence is the day on which the Subject Matter of the Purchase is delivered to the Buyer at its Company's registered address, unless otherwise agreed between the Contracting Parties.

2.3 In the event that the Seller is in default with a proper delivery of the Subject Matter of the Purchase to the Buyer, the Seller undertakes to pay the Buyer a contractual penalty at 0.3% of the agreed purchase price for the Subject Matter of the Purchase per each day of delay.

2.4 If the Seller is in delay with a proper delivery of the Subject Matter of the Purchase to the Buyer for more than 15 days, the Buyer is entitled to withdraw from the concluded Contract.

2.5 Any contractual penalty clause contained in these GTC or in a Contract or an Order shall not affect the right to claim compensation for damages in its entirety regardless of the contractual penalty, i.e. the application of the provisions of Sec. 2050 of Act No. 89/2012 Coll. is excluded. Also excluded is application of the provisions of Sec. 2051 of Act No. 89/2012 Coll to the given contractual relationship.

### **3. Specific Requirements**

- 3.1 The Seller undertakes to enclose an MTR (Material Test Report) including the original document demonstrating the country of origin of the Subject Matter of the Purchase, or the MTC (Mill Test Certificate) including the original document demonstrating the country of origin of the Subject Matter of the Purchase. Without submission of these documents the delivery of the Subject Matter of the Purchase by the Seller is not considered as properly carried out and the Seller is not entitled to payment of the purchase price, while the Buyer is not obligated to accept the Subject Matter of the Purchase delivered in this manner, and even if it does so, the defect specified in the preceding sentence is not remedied.
- 3.2 The Seller is obligated to always indicate a specific Order or Contract number on any invoices issued for payment of the Purchase Price. Without designation of the Order or Contract number, the invoice in question is not considered to be properly issued and therefore cannot become due.
- 3.3 The due date of any issued invoices is governed by the payment terms contained in a given Order or Contract. Payments of issued invoices are made by the Buyer twice a month; on the 15. day of the calendar month and on the 30. day of the calendar month. If the due date according to an order or contract falls on the 1.-15. day of a given calendar month, then the due date of the subject receivable shall automatically change to the 15. day of the given calendar month and if it falls on the 16.-31. day of the given calendar month, then the due date of the subject receivable shall automatically change to the 31. day of the given calendar month. If the invoice due date is not specified in an order or contract, it is 60 days from receipt of the issued invoice.
- 3.4 If the Seller delivers materials and goods directly or if they are delivered by a shipping company to the Buyer's address, they can be picked up on business days from **6:00 a.m. to 2:00 p.m.**

### **4. Further Provisions**

- 4.1 The Buyer is entitled to transfer its rights and obligations under a Contract to another entity.
- 4.2 The Contractor is entitled to transfer its rights and obligations under a Contract to another entity only with a written consent of the Client.
- 4.3 The Contract or the GTC may be amended, supplemented or cancelled only by written, continuously-numbered contractual amendments signed by both Parties to the Contract. Such amendments are subject to the same contractual regime as the Contract.
- 4.4 The Contracting Parties shall mutually deliver any documents at the addresses specified in a Contract or an Order, unless they notify each other in writing of a change of the delivery address. The Contracting Parties undertake to regularly collect mail at the delivery addresses and to keep these operational throughout the term of the Contract.
- 4.5 In the event that any provision of the Contract or these GTC later proves to be invalid, such invalidity of the provision shall not invalidate the Contract as a whole; the Contracting Parties hereby undertake to replace such an invalid provision without delay with a new provision that most closely corresponds to the intention of the Contracting Parties at the time of conclusion of the Contract.
- 4.6 All contractual relations arising between the Seller and the Buyer are governed by the laws of the Czech legal system, in particular Act No. 89/2012 Coll., the Civil Code.
- 4.7 Any disputes that may arise in the future between the Buyer and the Seller shall be settled under the laws of the Czech Republic in the courts of the Czech Republic, namely the District Court in Ostrava or the Regional Court in Ostrava, if the Regional Court has jurisdiction.

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