

GENERAL COMMERCIAL TERMS AND CONDITIONS

for the sale of goods and services of the company **ADLER Czech, a.s.**,
with the registered office in Nový svět 199, Ústí nad Labem, Postcode 400 07,
Identification No 25409727, Tax Registration No CZ25409727

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I. INTRODUCTORY PROVISIONS

1. Scope of the Commercial Terms and Conditions

1. These commercial terms and conditions (hereinafter referred to as "General Commercial Terms and Conditions") are issued in accordance with the provisions of § 273 of the Commercial Code, as amended, and govern the contractual relationship between the Company **ADLER Czech, a.s.** with the registered office in Nový svět 199, Ústí nad Labem, Postcode 400 07, Identification No 25409727, Tax Registration No CZ25409727, registered in the Commercial Register of the Regional Court in Ústí nad Labem, on November 15, 1999, Section B, Insert No 2035, on the one hand (hereinafter referred to as the "Seller") and natural person, legal person and other legal subjects on the other hand (hereinafter referred to as the "Buyer"), who conclude the purchase contract or the general purchase contract (hereinafter referred to as the "Contract").
2. The General Commercial Terms and Conditions of the Company **ADLER Czech, a.s.** apply to all contractual relations between the Seller and the Buyer concerning the sale of Goods or arising in connection with the services provided, starting from the moment of conclusion of the Contract between the Seller and the Buyer if not agreed otherwise in the specific contractual arrangements.
3. The General Commercial Terms and Conditions define and specify more precisely the rights and obligations of the Seller and the Buyer (hereinafter referred to as the "Contractual Parties"). By conclusion of the Contract, the Contracting Parties agree that their mutual obligation relationship will be governed by the Commercial Code and these General Commercial Terms and Conditions. All contractual relations are made in accordance with the legal order of the Czech Republic. Unadjusted contractual relations are governed by the Act No 513/1991 Coll., Commercial Code and the Act No 40/1964 Coll., Civil Code, both as amended.
4. The General Commercial Terms and Conditions are an integral part of all contracts that will be concluded between the Contracting Parties.
5. Any deviations from the General Commercial Terms and Conditions must be agreed in writing in the respective Contract. The provisions of the Contract take precedence over the General Commercial Terms and Conditions.

2. Validity of the General Commercial Terms and Conditions

The General Commercial Terms and Conditions are valid until a full settlement of all claims arising between the Seller and the Buyer, and thus as amended in force on the date of the origination of the contractual relation, unless changed according to the provision 3 of this Article.

3. Changes to the General Commercial Terms and Conditions

1. The Seller is entitled to amend the General Commercial Terms and Conditions continuously. The text of amendments and supplements, respectively a full text of the General Commercial Terms and Conditions will be made public in an appropriate manner by the Seller on its premises at the reception of the company's headquarters and on the website of the Seller.
2. If any provision of these General Commercial Terms and Conditions or the Contract has become invalid or unenforceable under the valid legal regulations in any respect, this shall not prejudice or affect the validity, effectiveness or legal perfection of the remaining provisions. In consequence of the above without undue delay after receipt of the request from the Seller, the Buyer is obliged to enter into an agreement with the Seller, the contents of which will be the replacement of such invalid or ineffective provision of the General Commercial Terms and Conditions or a specific provision of the Contract by a

valid and effective provision, as far as possible being the nearest to the sense and purpose of the original provision.

II. DEFINITIONS OF TERMS

1. Purchase Contract

1. It is a Purchase Contract or General Purchase Contract concluded between the Seller and the Buyer for the sale of Goods under provisions of § 409 et seq. Act No 513/1991 Coll., Commercial Code, as amended.
2. The Contracting Parties shall conclude the General Purchase Contract or other Contracts, including Annexes to the Contract, and the Contracting Parties are the Seller on the one hand and the Buyer on the other hand.
3. The Purchase Contract, i.e. the Buyer's order, is a Contract draft and the Contract itself will be concluded at the moment of the delivery of the binding consent to the Buyer with this draft of his, respectively by the binding confirmation of the order by the Seller. Starting from that moment, the mutual rights and obligations between the Buyer and Seller are arising.
4. At the moment of the conclusion of the Contract / order, the Buyer is bound by these General Commercial Terms and Conditions and expresses his consent to them.

2. Seller

It is a person who acts in its trade or other business activities during the conclusion and implementation of the Contract. It is a businessman who, directly or through other businessmen, delivers the Goods or services to the Buyer. For the purposes of these General Commercial Terms and Conditions the Seller is a business company **ADLER Czech, a.s.** with the registered office in Nový svět 199, Ústí nad Labem, Postcode 400 07, Identification No 25409727.

3. Buyer

1. The Buyer is a legal entity or natural person with whom the Seller has entered into the Contract, including internet shopping.
2. The Buyer is a businessman who buys the Goods or uses the services for the purpose of his business in such Goods or services. This Buyer shall govern by the General Commercial Terms and Conditions to the extent relating to him and the Commercial Code, as amended.

4. Order

The Order for the purpose of these General Commercial Terms and Conditions means a unilateral legal act of the Buyer towards the Seller in order to obtain the ordered performance of Goods or services from him.

5. Goods and Goods Price

1. The Goods means the goods and services listed in the catalog and the price offer of the Seller.
2. The Price of the goods means "from the warehouse of the Seller", i.e. it does not include the transporting costs of the Goods to the Buyer. Further on, the price of Goods does not include the cost of any necessary Goods packing, which will be charged separately on the invoice.
3. The price listed for each type of Goods in the Seller's price list does not include the value added tax (VAT). Unless agreed in writing otherwise, or if not regulated specifically in the new price list issued by the Seller, it is a valid purchase price of the Goods for the conclusion of the purchase Contract on that day.

4. Atypical Goods is the Goods that by its nature does not correspond to the normal subject of the sale of the Seller and cannot be considered to be the normal Goods, but it is possible for the Seller to provide it for the Buyer.

6. Packaging

The packaging is a movable asset which is used when handling the Goods to simplify the transport and to prevent damage to the goods being supplied. For these General Commercial Terms and Conditions, the packaging means in particular the paper boxes and cardboard boxes.

III. SUBJECT MATTER

The subject matter is a delivery of goods and services, bindingly agreed between the Seller and the Buyer in the General Purchase Contract, including all Annexes thereto, or based on an order (hereinafter referred to as the "Contract").

IV. METHOD OF CONCLUSION OF THE PURCHASE CONTRACT, PURCHASE PRICE OF GOODS AND SERVICES

1. Way to conclude the Purchase Contract

1. The contract is concluded on the basis of a binding order (draft of Contract) of the Buyer and its confirmation by the Seller. By the sending of a binding order / Contract to the Seller, the Buyer expresses his unqualified assent to these General Commercial Terms and Conditions.
2. The Seller delivers the Goods to the Buyer on the basis of a binding order out of the Seller's catalog or the internet shop. Orders are accepted by phone, e-mail, fax, regular mail or in person. The Seller requests that the order includes the following information:
 - business name and address of the Buyer if it is a legal person,
 - name, surname, place of residence if the Buyer is a natural person,
 - Identification Number and Tax Registration Number if the Buyer is registered as a payer of the value added tax,
 - identification of the Goods required (nomenclature name and number, number of pieces)
 - place of delivery,
 - way to withdraw the goods and form of transport
 - signature of a person authorized to give an order for the Goods,
 - any specific requirements for the Goods
 - other information which Buyer considers to be important
 - date of delivery,
 - fax number or e-mail address when the Buyer or the Seller requires the order confirmation.
3. The Seller acknowledges the receipt of the order by the sending of a confirmed order, by the signing of the Contract or other written notice of its acceptance, and thus through a fax number indicated on the order, or by e-mail if:
 - the Buyer expressly requests the order confirmation,
 - order is the subject of atypical Goods.
4. The Orders and Contracts being confirmed are binding on the Buyer and cannot be cancelled.

2. Purchase Price of Goods and Services

1. The Price of Goods is given in the Seller's price list and the decisive price is the Goods price stated on the tax document – i.e. on the invoice. All prices are exclusive of the value added tax, freight and packing charges, which will be charged on the invoice separately. If the price is agreed in writing otherwise or if not specifically adjusted by a new price list issued during the year, it is the valid purchase price of goods and services valid for the conclusion of the purchase contract on that day. In the event of a change to the purchase price at the order not confirmed, the Buyer will be notified of. The Buyer is given a possibility whether to accept the changed purchase price, or whether to cancel the order. Prices are valid until further notice, respectively until a new price list is issued by the Seller.
2. The price of Goods is determined by the current Seller's price list. The Seller is obliged to submit a current price list to the Buyer upon request and in addition, he is obliged to keep the current price list available for inspection at the headquarters' of the Seller and all its premises. On the day of issue of a new price list, the old one invalidates.
3. When ordering the atypical Goods, the Buyer is obliged to pay an advance on a price in cash at 100% price of the goods, unless agreed otherwise.
5. On the day of issue of the current price list, the existing price list of the Seller invalidates. The Company **ADLER Czech, a.s.** reserves the right to change the price lists without any prior notice.

3. Electronic Shopping

1. The internet shopping is subject to registration on www.adler.info. The Prices and purchase conditions are determined for the registered Buyers only. The Buyer's Registration is free of charge. The Buyer can register more authorized persons to carry out a purchase in the Seller's e-shop and all of them may buy separately.
2. Selection of the Goods in the electronic shop is arranged in tabular screens with clear fields to fill in the requests of the Buyer. After logging the Buyer can make a choice from a wide range of the Goods.
3. The shopping can be started after completing the login dialog, confirmation of trade and delivery terms, and subsequent selecting the goods from the Seller's offer and by giving a number of pieces of the purchased goods. The Buyer may use the possibility of a mass ordering by entering the list of ordered goods in the format of the nomenclature number and a number of selected goods in the respective dialogue for the mass ordering of the goods. The electronic order is sent to the Seller. If the order has been sent successfully, a recapitulation of the order appears.

4. Providing the Discounts

If not indicated otherwise on the website www.adler.info offering discounts (e.g. the action prices), these discount actions will last only till a sellout of the stock of goods referring to the discount action.

V. DELIVERY TIME

1. The delivery times start running from the date of the conclusion of the Contract and according to the state of the warehouse stock, and are always given in the Seller's offer. The binding term is confirmed by the Seller together with the order, i.e. Contract of the Buyer.
2. If the Contract presupposes the additional concretization (Goods, atypical Goods, its properties, embroidery and/or other conditions), the delivery period begins to run from the date of receipt of such concretization by the Seller at the earliest.

3. If the Buyer undertakes to provide a synergy (e.g. to provide advance payment), the delivery period is extended by the time of its takeover or dispatch.
4. The Seller's commitment to deliver the Goods is met on the date on which he notices the Buyer of his readiness to take over the goods or its dispatch.
5. The Seller is not liable for damages or other claims arising from a delay in delivery of the Goods if the delay was caused by circumstances beyond his reasonable control, which occurred at the Seller's or his subcontractor's place.
6. If the Seller is delayed in delivery of the Goods and fails in meeting his obligations even within a reasonable additional period specified by the Buyer in duration of at least 15 working days, the Buyer is entitled to withdraw from the part of the Contract not being fulfilled yet for such a substantial infringement of the Contract.
7. When an advance payment was agreed, the delivery period begins to run from the date, on which the advance payment was credited to the account of the Seller.
8. The delivery time may be changed in the following cases:
 - a) pro forma invoice is not paid by the Buyer,
 - b) the Buyer did not express his opinion of a change in the Goods assortment within the prescribed time limit.

VI. DELIVERY TERMS

1. The Goods will be delivered by the Seller to the Buyer at a place specified in the order, based on the delivery clause **DDU**, agreed place of destination, **INCOTERMS 2000**.
2. At acceptance of the Goods by the Buyer, the Buyer is obliged to check the completeness and quality of the delivered goods. The complaint regarding the incompleteness of the delivered goods claimed later than in five working days (excluding defects covered by warranty for different types of goods supplied in accordance with the Commercial Code, respectively manufacturer of the goods) will not be taken into account.
3. At acceptance of the Goods the Buyer is obliged to confirm the delivery note with the specification of the goods delivered, or other document submitted by the carrier confirming the delivery of the goods. In the event that the packaging of the Goods delivered by the carrier will be found to be damaged, the Buyer is obliged to make a record of the damage event with the carrier, indicating the scope and type of a damage to the packaging. If this record of the damage event is not performed, it is not possible to place a later claim on the delivery incompleteness, or damage to goods.
4. The Buyer indicates clearly in the Contract one of these ways of delivery of goods (the offer of methods of delivery mentioned below may vary depending on the current offer of transport possibilities of the Seller):
 - a) personal take-over in Ústi nad Labem
 - b) transport service with or without cash on delivery (DPD, PPL, Czech Post,)
 - c) other – the required method of delivery must be specified
5. In the case of the method of delivery of goods per 4.a), the place of performance is the Seller's place. In the case of the method of delivery of goods per 4.b) and 4.c), the place and time of performance is the time of handover to the Buyer.
6. Unless otherwise specified, the cost of transportation is paid by the Buyer in the form of a special item in the invoice.
7. The Seller is entitled to fulfill the subject matter of the Contract even partially and the Buyer is obliged to take over this partial fulfillment of the subject matter of the Contract.

VII. PAYMENT CONDITIONS

1. The Buyer undertakes to pay the purchase price for the delivered goods and services, including any freight and packing costs, surcharges and value added taxes.
2. Along with the ordered Goods, the Seller shall send the Buyer an invoice for the purchase price of the Goods. The invoice will include the tax document requirements.
3. The Seller is entitled to invoice the partial fulfillment of the subject matter of the Contract and the Buyer is obliged to pay such invoice in the term of payment.
4. In the case of default in payment of the Buyer, any invoice or part thereof, the Seller is entitled to charge a contractual interest on late payment of the amount outstanding of 0.05% per each day of the delay.
5. In the case of default in payment of any invoice or part thereof, the Seller is entitled to further delay the delivery of goods to the Buyer until a full payment of all obligations of the Buyer who is on default towards the Seller. During this period the Seller is not on default in delivery of Goods.
6. Retention of the payment or reduction of the payment by the Buyer for reasons of a counterclaim is not permitted unless otherwise agreed in writing.
7. The payment is considered to be made when it is credited to the account of the Seller or when the receipt of payment in cash is confirmed.
8. On the basis of an agreement between the Contracting Parties, the payment for goods can be made by means of the following methods; the Seller reserves the right to determine the method of payment for goods at the time of acceptance of an order:
 - in cash on delivery of goods
 - payment in cash (cash on delivery) - the purchase price will be paid on site to our worker (driver) or driver of the carrier. For this service you will be charged a fee according to the current price list of the Seller and the Buyer will receive a document of receipt of cash.
 - bank transfer - you can send the amount for the goods to our account indicated on the invoice.
 - 100% in advance, including VAT (based on the proforma invoice of the Seller).
 - x% as a partial payment in advance (based on the invoice).
 - x% as a partial payment in advance + payment in cash on acceptance of Goods.
9. If not agreed otherwise by a mutual agreement, and when the Seller provides a supplier credit to the Buyer, the issued invoice is payable within 14 calendar days from the date of its issue, while the invoice is considered to be paid on the day when the invoice full amount is credited to the account of the Seller.
10. The Buyer takes ownership of the subject matter of the performance of the Contract on the day only when the payment of the purchase price is paid in favor of the Seller in full.
11. A failure to pay the price for the delivered goods within 30 days after the due date is considered to be a gross violation of the Contract.
12. No part of the purchase price for the delivered goods is not allowed to be paid by unsettled claims of third parties or by offsetting of own claims of the Buyer which he has against the Seller, unless the parties agreed otherwise.
13. An order in the total price of the Goods amounting to CZK 10,000, - including the value added tax is always payable in cash or cash on delivery, unless the parties agreed otherwise.

14. Orders exceeding the total price of Goods CZK 20,000, - including VAT are charged by the pro forma invoice of at least 50% of the total price of the Goods ordered, unless the parties agreed otherwise.

VIII. INTEREST ON LATE PAYMENTS

1. In the event that the Buyer is on default in payment of the purchase price to the Seller by more than 7 working days, the Buyer is obliged to pay the Seller a contractual penalty of 0.05% of the amount due, and namely for each day of the delay. In connection with the breach of the Buyer's obligations referred to in the preceding sentence, the Seller is also entitled to suspend all deliveries of Goods to the Buyer, and thus until a full settlement of all obligations of the Buyer to the Seller.
2. In addition to the settlement of a contractual fine mentioned in the previous paragraph, the Contracting Parties agree that if the Buyer defaults in payment, maybe even partial, with some Seller's invoice for more than 60 days, the Seller is entitled to unilaterally advise the Buyer of losing his right to be included in the favorable price-list group. In this case, starting from the date when the Buyer receives a notice of loss of eligibility for the discount from the Seller, the Buyer is obliged to pay the Seller the base price of the Goods, as specified in the Price-List A. The Seller may unilaterally grant the Buyer the right of re-inclusion in the respective price-list group if the Buyer settles up all of his liabilities fallen due to the Seller.
4. In case of delay in delivery of Goods of the Seller for more than 7 working days, the Seller is obliged to pay a contractual penalty of 0.05% of the undelivered Goods for each day of the delay. The Seller is entitled to deliver the Goods before the settlement day unless the Contracting Parties agreed otherwise.
5. The Buyer acknowledges that the Seller is a partner of the project of the company Dun & Bradstreet Inc. which aims to monitor and evaluate the paying morale of companies. For that reason, information on all accounts receivables, methods and quality of their payment are transferred to the central registry on www.platbyfirem.cz. Participants of that project from other companies cooperating with the Buyer can obtain the information on timeliness of payment of his liabilities and financial standing, both in the case of good or bad payment discipline.
6. Both Contracting Parties agree that in performing the Contract and on termination of the Contract, they will maintain confidentiality about all facts that they have learned about from the other Contracting Party in connection with performance of the Contract. The Contracting Party is obliged to pay a contractual penalty amounting to CZK 10,000,- for each individual case of demonstrable breach of its duty. This provision does not apply to financial controls and to presentation of similar statements.
7. If the Buyer refuses to take over the properly ordered delivery, he is obliged to pay the Seller the transport costs to the place of the agreed place of delivery and reverse return of goods back to the Seller. The transport costs are governed by the freight prices mentioned in the Seller's price list. This penalty does not apply to a case when the Seller delivers the Goods, which does not comply with the Contract or defective Goods. The Buyer shall file a claim for the defects of submitted Goods at the Seller without undue delay.

IX. PACKAGING MANAGEMENT

1. The Seller shall use such packaging for transport, handling and storage of Goods which, if keeping appropriate handling procedure, will prevent damage to the Goods supplied. If the Buyer does not specify a special packaging in his order, the Goods are packed as usual and a kind of packaging is therefore usual for the type of commodity, quantity and agreed means of transport.

2. During transport, handling and storage of Goods it is necessary to protect all Goods and dispatch Packaging against water, excessive humidity and other atmospheric influences.
3. The Seller has entered into a contract for the collection and utilization of packaging with the company EKO-KOM, a.s., Identification No 25134701 and is involved in the implementation System of EKO-KOM under the client number EK-F00050875.

X. RETENTION OF TITLE

The Goods is transferred to the ownership of the Buyer only after a complete payment of the full purchase price for the Goods ordered, and at the moment when crediting the purchase price in full to the account of the Seller. The retention of title does not affect the transfer of risks according to provisions mentioned in Article "Delivery Terms".

XI. WARRANTY AND LIABILITY FOR DEFECTS

1. The warranty period starts to run on the taking-over of the Goods by the Buyer. The warranty period is 12 months unless otherwise specified, starting from delivery of the Goods to the Buyer.
2. For the application of liability for defects the Contracting Parties are obliged to keep to the mandatory provisions of § 422 et seq., Commercial Code, in force at the time of conclusion of the Contract.
3. The Buyer is obliged to notify the Seller of all defects of the Goods in writing without undue delay. The obvious defects must be notified in writing by the Buyer in accordance with the terms of the Warranty Claim Guidelines of the Seller, within 5 days after delivery of Goods at the latest and hidden defects within six months at the latest. Defects of Goods, which may cause damage, must be notified by the Buyer to the Seller immediately. A written notification of the defect shall include the description of the defect, or how the defect manifests itself. The claim has no deferring effect on the invoice due date, which is invoiced for the claimed goods. The Buyer bears the risk of damages resulting from breach of his obligations under this Article.
4. A claim can be placed and solved at the headquarters of the Seller. The claim including the defect will be processed without undue delay, no later than within 30 calendar days from the date of lodging a claim unless the Seller and the Buyer agreed otherwise.
5. The Seller is obliged to rectify the acknowledged defects by alternative fulfillment (if identical goods are available at the warehouse of the Seller at the time of processing the claim), by credit note, or other agreed form within one month of receiving the complaint at the latest. The defective parts of Goods, which have been replaced, remain the property of the Seller. Further claims, especially claims for compensation for indirect or consequential damages are excluded from a liability for defects.
6. In the event that the apparent defects appear on Goods, the insurance or other arrangement of the subject matter are no obstacles to compensation for damage, which clearly cannot be associated with the occurrence of the obvious defect.
7. The quantitative differences found by the Buyer outside the premises of the Seller must be accompanied by a testimony of the independent third party.
8. In the event that Buyer notifies the Seller of defective Goods and the Goods do not reveal any defects, for which the Seller would be responsible, the Buyer will replace the costs incurred because of unjustified complaint to the Seller.
9. When a warranty claim is filed:
 - in the case of the rectifiable defect, the Buyer has the right to free, proper and timely removal of the defect, replacement of the defective Goods or a defective part, if not disproportionate with regard to a nature of the defect; if such a procedure is not possible, he has the right to a reasonable discount on the purchase price or to withdraw from the purchase Contract;

- in the case of the unrectifiable defect preventing proper use of the Goods, he has the right to replacement of the defective Goods or to withdraw from the Contract
 - in the case of the rectifiable defect occurring in greater numbers and repeatedly preventing proper use of the Goods, he has the right to replacement of the defective Goods or to withdraw from the Contract
 - in the case of the unrectifiable defect and when the replacement of the item is not required, he has the right to a reasonable discount on the purchase price or to withdraw from the Contract
10. The warranty does not apply to defects of Goods caused by the use of Goods for any other purpose that is usual for the Goods, by unauthorized intervention of the Buyer or by the third party, and to defects of the Goods for which there is no evidence that they arose from the use of defective materials, in particular defects of the Goods resulting from improper use, use of unsuitable chemical agents, and all other causes without fault of the Seller. In connection with the liability for defects and liability resulting from the guarantee, the Seller is not obliged to remove the defects of the Goods free of charge at a place other than in the place of the Seller's headquarters or in the place agreed for delivery of Goods.
11. The detailed complaint procedure is governed by the Warranty Claim Guidelines of the Seller.

XII. DELIVERY

1. When delivering (sending the documents), reports and any other materials to the other Contracting Party, they are delivered to the last known address of the other Contracting Party. When in doubt, it is supposed that this is the last address officially announced to the other Contracting Party, from which the correspondence is commonly accepted and/or the address mentioned in the Contract.
2. The Contracting Parties are obliged to inform each other about any change of their registered office or permanent residence. The document is considered to be delivered on the last day of the storage period although the addressee (Buyer or Seller) did not know about storage of documents if the document has been sent to the last known address of the recipient (Buyer or Seller) and the recipient (Buyer or Seller) has not collected it during the storage period. The document is also deemed to be delivered if the addressee (Buyer or Seller) refuses to accept it. The date of delivery is the day of the document refusal.
3. E-mails are considered to be delivered when the delivery is confirmed by the other Contracting Party not only through the automatic validation of answers, but by the express confirmation of the delivery through a separate e-mail message, in which the other Contracting Party repeats the description of the case and confirms the date of the e-mail receipt.
4. A fax shall be deemed to be delivered if addressed to the Chairman or the Vice-Chairman of the Board, manager, representative or authorized representative of the Contracting Party and an acknowledgment of its successful transmission is issued by the transmitting device. All reports and communications, to which the other Contracting Party responds, shall be deemed to be delivered.
5. For the purposes of the Contract, the date of delivery shall be considered to be:
 - the third day of the deposit of the consignment at the respective post office at the latest if delivered through the post license holder, even in the case that the addressee did not learn about its deposit,
 - by acceptance or refusal of the correspondence when delivered personally.

6. Both Contracting Parties undertake to inform the other Contracting Party immediately in writing on any change in the person of their authorized representatives and any other relevant data being important for the mutual provision of information.

XIII. FORCE MAJEURE

1. Both Contracting Parties are entitled to suspend the fulfillment of their obligations under the Contract for the period, during which the conditions of exemption from liability last (hereinafter referred to as "Force Majeure"), or when the ordered Goods is not available in the market within the period required by the Buyer.
2. In that case the Seller shall inform the Buyer in writing on the replacement extended term of performance or inability to supply the Goods at all, while any right to compensation for possible damage does not arise for the Buyer towards the Seller. The Buyer confirms the Seller his consent to this alternative performance in writing, by fax or e-mail, and thus within a time limit as specified in the Seller's notification. Otherwise, it is considered that the Buyer withdraws from the Contract and the Seller carries out a cancellation of these undelivered Goods items from the order without any further call.
3. Under Force Majeure is considered to be a barrier, which occurred independently of the will of the liable Contracting Party preventing it from performance of its obligation if it cannot be reasonably assumed that the liable Contracting Party could avert or overcome that obstacle or its effects, and it could not foresee that obstacle at the time of the Contract conclusion. Events of Force Majeure shall include especially the following: strike, epidemic, fire, flood, natural disaster, mobilization, war, insurrection, confiscation of Goods, embargo, prohibition of transfer of foreign currency, unavoidable regulation of the electric power takeoff, terrorist attack, economic crisis, etc.
4. Force Majeure excludes the right of lodging a claim to contractual penalties against the party affected by Force Majeure.
5. The Contracting Party invoking the disability due to Force Majeure must promptly notify the other party of this fact in writing and must take all possible measures to mitigate the effects of non-fulfillment of contractual obligations.
6. In the case that Force Majeure lasts for a period exceeding six months, both Contracting Parties shall be entitled to withdraw from the Contract.

XIV. PROTECTION OF THE PERSONAL DATA

1. The Buyer expressly agrees to the processing of his personal data in accordance with provisions of Act No 101/2000 Coll. on protection of the personal data, as amended (hereinafter referred to as "Act") for the needs of the Seller. The Seller acts in compliance with the Act and the information provided by the Buyer will only be used to perform the Contract. By conclusion of the Contract, the Buyer agrees to the processing of his personal data. This consent is granted for an indefinite period. All data obtained from the Buyer are used by the Seller solely for the internal use and he will not provide them to the third parties.
2. The only exception is the external carriers, to whom the Buyer's personal data are transferred to a minimum extent, which is necessary for the smooth delivery of Goods.
3. The Seller reserves the right to utilize the personal data for further offer of Goods and services to the Buyer. The Buyer has the right to express a disagreement in writing with a record of his personal data. In this case, the Seller removes the information from his database to the extent necessarily required.
4. The Seller will not pass the obtained personal data to any third party that has no direct relationship to the successful execution of the Contract.

5. The personal data may be deleted from the Seller's database at the request of the Buyer. The Buyer may apply for deletion in writing, by e-mail or telephone.

XV. ABSTRACT OF THE TRADE REGISTER

A detailed listing can be found on the web site www.justice.cz.

XVI. WITHDRAWAL FROM THE CONTRACT

1. The Buyer may withdraw from the Contract only in the case of a substantial breach of contractual obligations by the other Contracting Party not later than within 30 calendar days from delivery of Goods.
2. The declaration of the withdrawal from the Contract must be made in writing and performance of a mutual fulfillment resulting from the Contract must follow. By delivery of the declaration and by compliance with performance of the mutual fulfillment the Contract is cancelled.
3. For the substantial breach of Contractual obligations is considered to be in particular:
 - the Buyer's default on payment of the purchase price of the Goods for more than 10 calendar days from the due date of the invoice or invoices,
 - in the case of a gross violation of the Contract,
 - in the cases stipulated by the Commercial Code, Civil Code and Act on Protection of the Consumer, all as amended.
4. The Seller may withdraw from the Contract also in the case when the property relations of the Buyer deteriorated significantly. For the substantial deterioration of property relations is considered to be in particular:
 - filing a petition of bankruptcy of the Buyer's assets to the competent court,
 - refusal of the insurer of the Seller's claims to continue insuring the risks associated with further supplies of Goods to the Buyer.
5. The withdrawal from the Contract is effective since the date of delivery of a written report on the withdrawal from the Contract to the other Contracting Party.
6. The withdrawal from the Contract is governed by the provisions of § 344 et seq. Commercial Code, as amended.
7. The Seller may unilaterally withdraw from the Contract if the Buyer is in arrears with payment of an advance for more than 10 calendar days after the agreed date, in case of a gross violation of obligations resulting from the Contract or in cases specified by the Commercial Code. For the unilateral withdrawal from the Contract shall be applied the above provisions of this Article accordingly.
8. If the Seller withdraws from the Contract (or from part of its performance), the Buyer is obliged to return the Seller the Goods delivered (or part of the Goods concerned by the withdrawal) within 7 calendar days since the withdrawal from the Contract.
9. The Seller is not liable for delays or inability to supply the Goods as a result of Force Majeure or when the ordered Goods are not available in the market within the period required by the Buyer. In this case the Seller will inform the Buyer in writing on the replacement extended term of fulfillment or inability to supply the Goods at all, while the Buyer has no right to compensation for possible damage against the Seller. The Buyer will confirm the Seller his consent with this alternative performance in writing, by e-mail or fax within a time limit indicated on the Seller's notification. Otherwise, it is considered that the Buyer withdraws from the Contract and the Seller makes a cancellation of the items of Goods not delivered out of the order without any further call.
10. A withdrawal from the Contract does not affect a right to a payment of the contractual penalty and storage fee.

XVII. OTHER PROVISIONS

1. At the moment of the takeover of the Goods by the Buyer the risk of loss, destruction or damage of items are transferred from the Seller to the Buyer.
2. For the application of liability for defects the provisions of § 422 to 427 and § 429 et seq. Commercial Code in force at the time of negotiation of the Contract are binding on the Contracting Parties.
3. Obvious defects must be notified in writing by the Buyer in accordance with the terms of the Seller's Warranty Claim Guidelines no later than within 7 calendar days after delivery of the Goods and hidden defects within 6 months at the latest. The claims do not suspend the payment of the invoice, which is invoiced for the claimed goods.
4. The Seller is obliged to rectify the acknowledged defects by alternative fulfillment, credit note or other means agreed, but no later than within 2 months since the receipt of the complaint. Further claims, especially claims for compensation for indirect or consequential damages are excluded from the liability for defects.
5. In the event that the apparent defects appear on the Goods, any insurance or other adjustment of the subject matter, which clearly cannot be associated with the occurrence of the obvious defect, is no obstacle to compensation for damage.
6. In the case of storage of the finished order at the Seller for more than 10 days after the agreed delivery date, a storage fee of 0.5% of the purchase price for the goods stored for each day of the storage has been agreed to.
7. The quantitative differences found out by the Buyer outside the premises of the Seller must be accompanied by recognition of the testimony of the independent third party.
8. A failure to pay the price for the delivered Goods within 30 days after the due date is considered to be a gross violation of the Purchase Contract.
9. The Seller is not responsible for the suitability of Goods for any other purpose than that being usual for the Goods.
10. The Seller has successfully defended his regular quality system certification according to standards ČSN EN ISO 9001:2001; DIN EN ISO 9001:2001 for a further period. The company ADLER Czech, a.s. passed the first certification in 2004 and since then the established quality management system has been constantly improved and annually undergoes an audit by the renowned international certification authority BUREAU VERITAS CERTIFICATION.
11. In the course of the year 2008 the company ADLER Czech, a.s. introduced a system of the quality control with regard to the environment according to international standards ISO 14001:2005. The company ADLER Czech, a.s. identified all aspects of the environment that are affected by its activities, and undertook to improve and reduce the impact of its activities on the environment. The company ADLER Czech, a.s. declared publicly this commitment in its environmental policy. This commitment began to be fulfilled in its entirety, and therefore at the end of 2008 we came to the certification of environmental standards according to ISO 14001:2005. We are pleased to inform you that the Environmental Quality Management in our company was found to be fully functional and has been fully certified by the international certification authority BUREAU VERITAS CERTIFICATION.

XVIII. FINAL PROVISIONS

1. All amendments to these General Commercial Terms and Conditions will be made only in writing and thus in the form of written numbered Annexes to the mentioned contract documents.
2. The Contracting Parties undertake to settle the disputes relating to the subject matter of the Contract preferably always beyond the judicial or administrative proceedings, i.e. they will always attempt to such a solution. However, if the Contracting Parties fail in reaching

an agreement, it has been agreed that any dispute would be settled at the relevant jurisdiction court in Ústí nad Labem.

3. The Contracting Parties undertake to keep the confidentiality of the facts of the confidential nature and confidential information that they learned in connection with the Contract and its performance, as well as during the negotiations and they undertake not to divulge such information and not to disclose them to third parties without a written consent of the other Contracting Party (with the exception stipulated by legal regulations).
4. The Buyer adds his signature to confirm that he has read through carefully the content of these General Commercial Terms and Conditions, the Price-list and other contractual documents and expresses his consent to them.
5. The contractual relations between the Seller and the Buyer shall be governed by the Contract and these General Commercial Terms and Conditions. Facts that are not stated in the Contract and in the General Commercial Terms and Conditions shall be governed by the Commercial Code.
6. At the request the customer will be informed which General Commercial Terms and Conditions are valid at the time of his order.
7. These General Commercial Terms and Conditions are valid starting from February 1, 2010.
8. The former General Commercial Terms and Conditions of the Company ADLER Czech, a.s., which were effective from January 1, 2003, are fully cancelled and replaced by these General Commercial Terms and Conditions.

We believe that we have convinced you that the purchases at the company ADLER Czech, a.s. are cost-effective, safe and fast. However, if you have any doubts or comments, please let us know about. All your suggestions will be a source of inspiration for further improvement of our business.



Ing. Vladimír Štěpánek
Chairman of the Board
ADLER Czech, a.s.

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