

# **GENERAL BUSINESS CONDITIONS AG CHEMI GROUP s.r.o.**

**Reg. address: Praha 6, Rybničná 18, 162 00, business ID no.: 61508195, tax ID no.: CZ61508195**

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## **I. General provisions**

1. These general business conditions govern the rights and the obligations of AG CHEMI GROUP s.r.o. (hereinafter “the supplier”) and the rights and the obligations of the customer when delivering chemicals, industrial raw materials and other products (hereinafter “product”) from the supplier’s range to the customer based on an order placed by the customer and confirmed by supplier. These general business conditions govern also the rights and the obligations of the suppliers branch AG CHEMI GROUP, ID: W0611490D settled in CALLE VELÁZQUEZ, 53 – 2º Izq. 28001 MADRID (hereinafter “the branch”) and the customer by the product deliveries.
2. These general business conditions are binding for all customers, i.e. for physical persons and legal entities that send their order to the supplier.
3. These general business conditions come into effect on the day that they are published on the website of the supplier, located at [www.agchemigroup.eu](http://www.agchemigroup.eu) . The supplier reserves the right to modify these general business conditions at any time.
4. All relations between the customer and the supplier, which are not governed by these general business conditions, are governed and interpreted in accordance with valid legal regulations of the Czech Republic, and chiefly the relevant stipulations in the Citizen Code.
5. Any disputes arising between the parties due to breach of obligations agreed to on the basis of these general business conditions or valid contracts will be first of all resolved by mutual agreement. If any agreement will not be possible, the disputes will be definitively resolved by the applicable Czech court.
6. The realisation of the obligations agreed to on the basis of these general business conditions will proceed in accordance with valid stipulations of INCOTERMS.
7. In the event that legal regulations relate to the product regarding its production, handling, classification, testing of dangerous properties, packing, marking, storage, introduction to marketplace, use, import and export, then the customer, when engaged in these activities, is obliged to act in accordance with these regulations, taking heed particularly of health and safety and protection of the environment. The supplier is not liable for any damage caused due to the breach of those regulations when the customer is engaged in these activities.

## **II. Offer of Goods by the supplier**

1. Supplier sends to his customers the Offers of goods regularly. These Offers are, if not others agreed, not bidding and have informative character. The Offer can be time limited. Supplier reserves the right to increase the price of goods compared to the Offer, in case of marked and provable increases of the prices by his suppliers caused by increase of the raw materials prices or by the marked change of the exchange rates. About such increases will be the customer in the appropriate manner informed.

### **III. Ordering of Goods**

1. The customer is due to order the product by the written order. Orders can be sent by post to the supplier to the company address at: Praha 6, Rybníčná 18, 162 00, be sent by phone or fax to the number +420 233 371 850, or be sent by e-mail to the following address: [referent@agchemigroup.eu](mailto:referent@agchemigroup.eu). The order sent by the phone must be within 24 hours confirmed in written, in other case will not be accepted.
2. The customer is obliged to give the following information in the order:
  - a) Identification, i.e. company name, registered company address, business and tax ID numbers, contact (telephone and fax numbers, e-mail address).
  - b) specification of the goods and, if applicable, packaging
  - c) the required quantity
  - d) address of the delivery (if this information is omitted, it is assumed that goods will be picked up on FCA terms at the supplier's warehouse)
  - e) required date of delivery ( if not others agreed, the delivery time has to be at least 14 days after the order was sent)
  - f) Price of Goods (based on the actual supplier's offer)
  - g) Name, surname and signature of the person authorised to act in the name of the customer and, if applicable, the stamp of the customer.
3. After receiving a complete order, the supplier will without any delay issue confirmation of the order, i.e. document containing the complete identification details of the customer and supplier including billing information, type and quantity of goods, date of delivery, total price and invoice due date, date of issue of the confirmation and any other terms and conditions not specified in these General Business Conditions. Through this confirmation of the order is made the buying contract as per § 1724 and following Act no. 89/2012 Coll. Civil Code. The supplier delivers confirmation of the order to the customer via e-mail or fax and, if required by the nature of the goods, also binding instructions for the handling and storage of goods (so-called safety sheet).
4. In the event, that the objective circumstances significantly change, so that there increases a large disproportion to the original provisions, what should handicap any of the parties, is the affected party authorized to require a new provision negotiation. This party is duty to render, that the change was absolutely not possible to expect and influence and that the change has happened or become known by the party after the parties entered into the contract. Application of this right does not justify the party to postpone the fulfilment. Supplier considers as significant change, if the product price on the market increase about more than 10%.
5. In the event, that the order has not the specified essentials, supplier gives it back to the completion by the customer. In the event, that the customer requests the product, which the supplier from different reasons cannot deliver (exhausted supplies, impossibility to get the transport from reasons, which are not on the suppliers side, marked increase of the prices or others), the supplier refuses the order written. The refuse may not be reasoned. If the order contains the conditions, which the supplier cannot fulfil, both sides will negotiate the conditions change, so that the contract could be made.

### **IV. Price of Goods, Due Date and Terms of Payment**

1. The customer is obliged to meet payment for goods delivered through money transfer to the supplier's account, which is given on the invoice, which is considered a tax document. The purchase price is considered to have been paid, at the moment that the entire amount reaches the supplier's account, as given on the invoice.
2. The price of goods delivered to the customer on the basis of an order made by the customer is due by the date given on the invoice issued by the supplier.
3. In the event that that the customer is in default of payment of the price or part thereof, the customer loses the right to all discounts provided by the supplier and is obliged to pay a penalty amounting to 0.05% of the amount due for every day of default. The requirement of the penalty or it's payment do not break the suppliers right to the compensation of losses caused by the breach of this stipulation, independent of the penalty amount.

## **V. Terms of Delivery**

1. In accordance with the agreed INCOTERMS conditions, the supplier will deliver goods within the supplier's working hours.
2. The supplier will send to the customer, together with delivered goods, a delivery note containing specification of the type and quantity of goods delivered. The customer is obliged to check the packaging and volume of goods (see point V., Claims and Guarantee Period) and sign the delivery note, thereby confirming receipt of the goods.
3. The customer is obliged to inform the supplier, without delay and in writing, of any change to the place of delivery or the person authorised to receive the goods. The supplier is not liable for any losses caused by false or delayed delivery, if caused by breach of this obligation by customer.
4. The supplier is to issue the customer with an invoice (tax document), which will be delivered by e-mail and per post no later than 7 working days following delivery. Each invoice will, besides other data required by law, contain the following data:
  - a) label and invoice number
  - b) company name, registered company address, business and tax ID numbers of the supplier and the customer
  - c) bank account of the supplier
  - d) Due date, issue date of invoice and date of taxable fulfillment.
  - e) Description of delivered goods and their quantity.
  - f) number of purchaser's order
  - g) Price without VAT, VAT, total payable amount and purchase price per unit.
5. The customer is authorised to return the invoice (i.e. demonstrably deliver it to the supplier) up until its due date, if there are false price data or if data is missing. The customer must, at the same time, specify in writing any mistakes which he feels render the invoice incorrect. In the event that an incorrect invoice has been issued, then the supplier issues a new invoice. The obligation of the customer to pay the purchase price by the due date, as given on the original invoice is not affected, unless a false purchase price has been given. In such an event, the new due date is new from the moment that the new invoice is delivered to the customer.

## **VI. Claims and Guarantee Period**

1. Rights of Buyers (a business entity or sole proprietor) arising from a defect must always be lodged in compliance with COMPLAINT REGULATION FOR SALE OF CHEMICAL SUBSTANCES, which is on web portal [www.agchemigroup.eu](http://www.agchemigroup.eu).

## **VII. Branch in Spain**

1. The Orders sent to the Suppliers branch in Spain are made directly to the Supplier through the branch in Spain and the Order is confirmed directly by Supplier; for such commitment relationship is always applicable the Czech law.

## **VIII. Final Stipulations**

1. Any other written agreement between the supplier and the customer may result in some stipulations of these General Business Conditions or the whole document becoming invalid.
2. This General Business Conditions come into effect to 1.12.2017.