

Effective since 1. 7. 2017

## I.

### Introduction

1. These General Business Terms and Conditions ("GTC") of JIP - Papírny Větrní, a.s., with its registered office in Větrní, Papírenská 2, 382 11, VAT: CZ45022526, registered in the Commercial Register kept at the Regional Court in České Budějovice, B, Insert No. 477 (hereinafter referred to as the "Supplier") are an integral part of the purchase contracts, respectively contracts for work (hereinafter referred to collectively as the "Agreement") concluded between the Supplier and the Customer.
2. Questions not explicitly regulated in the GTC are governed in accordance with Section 1751 (3) of Act No. 89/2012 Coll., The Civil Code (hereinafter referred to as the "ObčZ") by the General Sales Conditions for Paper and Cardboard Manufacturers in the EEC (hereinafter referred to as "CEPAC") issued in 1991 by the European Association of Pulp, Paper and Cardboard Industry. In the event of a conflict between GTC and CEPAC, GTCs have priority over the CEPAC treatment.
3. Terms expressly agreed in a written agreement, an addendum to the contract and a confirmed written order have priority over these GTC and CEPAC.
4. The GTC, the CEPAC Terms of Business as well as the Sample Purchase Agreement are available on the Supplier's website at [www.jip.cz](http://www.jip.cz).

## II.

### Orders

1. The customer's order must include the following information:
  - a) Reference to any offer (date)
  - b) Quantity of the product requested
    - In the case of rolls
      - Basis weight (gram per m<sup>2</sup>)
      - Roll width
      - Roll diameter
      - Inner core diameter
      - The type (s) of packaging
      - Other technical specifications
    - In the case of sheets
      - Basis weight (gram per m<sup>2</sup>)
      - Sheets dimensions
      - The type (s) of packaging
      - Other technical specifications
  - c) The name of the product by reference to the trade mark, the name of the supplier used or by reference to the samples sent
  - d) Requested delivery date
  - e) Delivery address and delivery method according to INCOTERMS 2010 parity
  - f) Billing address
  - g) The agreed price
  - h) Payment Terms

- i) Confirmation that the customer has received the current version of the GTC and CEPAC from the Supplier
- j) Confirmation that the customer has become familiar with and agrees with the GTC and CEPAC

### III.

#### **Closing Purchase Agreements**

1. The Customer, who has completed and signed the order, or filled in the Sample Purchase Agreement, will send it to the contact address of the Supplier (see below).
2. The Purchase Contract between the Supplier and the Customer is concluded at the moment when the Supplier has electronically confirmed the Sample Purchase Contract.
3. In the event that the Customer sends to the Supplier only an order which does not contain the requisites contained in Article II. these conditions, or any other necessary information, the Supplier will send a proposal to add the order (hereinafter referred to as the "Call for Completion"), to the Customer which will include the request to add the relevant information.
4. In the event that the Customer sends to the Supplier only an order that does not contain the customer's confirmation that he / she has become acquainted and agrees with the GTC and CEPAC, the Customer is obliged to confirm in writing to the Supplier that he has become acquainted with these documents and that the terms Contained as an integral part of the agreement. For this purpose, the Supplier will send an order confirmation (hereinafter referred to as the "Order Confirmation"), to the customer which will include this arrangement. At the same time as the Order Confirmation, the customer will also be sent GTC and CEPAC. The contract between the Supplier and the customer is concluded when the Supplier reaches the customer's agreed and signed Order.
5. If the Customer does not send the Confirmed and signed Order Confirmation to the Supplier within three working days of delivery of the Customer Order Confirmation, there is presumption that Customer didn't accept the contract and the contract is not concluded.

### IV.

#### **Purchase price**

1. The purchase price will be placed in the order by the customer based on the supplier's bid. Unless otherwise stated in the price quote, the purchase price does not include transportation or VAT.
2. The applicable VAT rate will be added to the purchase price (in the case of domestic sales to the payer), or other taxes and customs or other charges applicable at the time of dispatch of the product.

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## V.

### Payment Terms

1. The Supplier is entitled to require a reasonable advance payment to the customer prior to the delivery of the goods. The amount of the deposit, its maturity and other payment details will be sent to the customer in the Order Confirmation, or in the form of an advance invoice.
2. The invoice due date is 14 days from the invoice date, unless agreed otherwise.
3. The Customer is obliged to pay the Contractor a negotiated purchase price on agreed terms and in accordance with the invoice issued.
4. The supplier issues a tax document (the original of the invoice) not before the taxable delivery date, it is on the date of dispatch, together with the delivery note.
5. In the event of late payment, the Customer undertakes to pay the Contractor a contractual penalty of 0.05% of the amount due for each day of delay. The Contractor is also entitled to statutory interest on late payment and compensation for any damages resulting from breach of duty. If the agreed quantity of goods is delivered in several consignments, each consignment is invoiced separately.
6. For deliveries within the European Union, the customer undertakes to notify the Supplier of all facts relating to his VAT. In particular, it is required to promptly notify the Supplier of a change in its VAT or termination of payroll. In the event of failure to comply with this obligation, the customer is liable to the Supplier for any damage.

## VI.

### Delivery Terms

1. The supplier delivers the product to the customer on the date specified in the Order Confirmation and the delivery terms are governed by the specific INCOTERMS 2010 parities.
2. The product becomes the property of the customer at the moment of its full payment. This provision is without prejudice to the arrangement for the transfer of the risk of damage to the customer.
3. If the customer is late in taking delivery of the product by failing to cooperate, the Contractor is entitled to require the customer to compensate for the damage incurred the cost of the possible transport and the costs associated with the storage of the product. The moment the customer's delay with the takeover of the goods the risk of damage to the product also passes on it if this danger had not previously been carried by it before.

## VII.

### Warranty and Claims

1. Supplier's claims and warranties for quality are governed by the CEPAC provisions.

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#### VIII.

##### Supplier's liability

1. The Supplier is not liable for any delay caused by a foreign fault such as lack of energy, difficulty in importing, traffic and transport failures, strikes, force majeure, or in the event of default by its suppliers. The time limit for performance in these cases is reasonably prolonged by the length of the delay. In the event that the Supplier is unable to perform even after a reasonable extension of the period for performance, the Customer and the Contractor are entitled to withdraw from the Contract. In such cases, neither party shall be obliged to compensate the other party for the loss incurred, including lost profits.
2. The supplier is obliged to notify the customer of the existence and reasons for such delay or total inability to deliver the delivery within the agreed term.

#### IX.

##### Dispute Resolution Clauses

1. A contract between the Supplier and the customer will be governed by Czech law regardless of the place of residence (or residence) of the customer.
2. The parties have expressly agreed that any disputes between them will be dealt with primarily by an amicable way. In the absence of reconciliation, all disputes between the parties resulting from the contract will be settled within the meaning of Article 25 (1) of REGULATION (EU) No 1215/2012 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 12 December 2012 only at the competent court in České Budějovice. This provision applies to entities from non-EU Member States as well.

#### X.

##### Final provision

1. The Supplier reserves the right to change the GTC. The change is effective from the moment the new version of the GTC is posted on the Supplier's website or from the date stated in the GTC. Contracts concluded prior to the change of the GTC remain unaffected by the change.
2. The contact address of the Supplier for the written communication is JIP - Papírny Větrní, a.s., Papírenská 2, 382 11 Větrní.
3. All acts of the Supplier and the Customer may also be made in telefax or electronic form, by fax number +420 387 707 274 and e-mail address [info@jip.cz](mailto:info@jip.cz)
4. The Supplier reserves the right to withdraw from the contract unless the customer's obligation to pay the purchase price has been fully met and the customer is in bankruptcy.
5. If some of the provisions of the GTC contradict each other, or if some of the provisions of the GTC become invalid or ineffective (eg for contradiction to the mandatory statutory provisions), this does not affect the other GTC provisions that remain valid and effective. Instead of an invalid or contradictory provision, the CEPAC arrangement is used; If it is missing, the provisions of the Civil Code are used. The ineffectiveness or invalidity of the GTC or CEPAC provisions do not affect the validity of the concluded contract.
6. In cases of need to translate contracts and these GTC into another language, it is considered that their Czech version is decisive for their interpretation.
7. This wording of the GTC becomes effective and effective on 1 July 2017.