

GENERAL TERMS AND CONDITIONS

I.

FORMATION OF PURCHASE CONTRACT

1. The Purchase Contract shall arise on the basis of a written or electronic purchase order of the goods made by the Buyer and it shall subsequently be confirmed by the Seller. If the written order is not confirmed, the Purchase Contract shall not occur. Orders made by phone do not create a purchase contract. Orders made in this way must subsequently be carried out by the Buyer in writing (by e-mail) and then these again confirmed by the Seller in writing.

II.

PURCHASE PRICE

2. The purchase price of the goods is set according to the price list valid at the time of the conclusion of the Purchase Contract and it does not include VAT, which is charged separately. The Buyer agrees that a price change may occur in accordance with the price list valid at the time of the taxable transaction (on the date of the invoicing). The Buyer is also obliged to pay the Seller the price of the packaging, which can also be refundable. If the Buyer returns the used packaging back on time, which means within 3 months after the sale, the Buyer is entitled to receive the purchase price of the given packaging, which is reduced by the handling and cleaning costs. The costs associated with the transport of empty packages are borne by the Buyer to the full extent. The costs associated with the delivery of goods, ie the price for the transport of the goods, insurance and all risks associated with transport, shall be governed by an agreement between the Seller and the Buyer, and subsequently by the terms and conditions of INCOTERMS 2010. The price of the packages is paid in the usual amount and the price of transport in actual amount.

3. (a) The Buyer shall be obliged to pay the purchase price of the goods on the basis of an invoice. The maturity of the individual invoices is individual and different for each customer.

b) In the case of the Buyer's delay with payment of the invoice, in the further deliveries the Seller is entitled to demand the payment of the purchase price in advance on the basis of an advance invoice or to demand the payment of the purchase price in cash upon receipt of the goods. The purchase price is paid when the invoiced amount is credited to the Seller's account.

c) If the purchase price of the goods does not exceed CZK 10,000 (without VAT), the Buyer undertakes to pay it either in cash upon receipt of the goods, or by payment in advance on the basis of the issued advance invoice, unless the Buyer and the Seller agree otherwise.

III.

DELIVERY OF GOODS

4. The Seller undertakes to duly fulfill the Purchase Contract in the agreed scope of the subject of the performance and in the agreed delivery time (time of fulfilment). Observance of the performance time depends on proper and timely cooperation of the Buyer. At this time, the Buyer is obliged to accept the delivery of the goods.

5. It is agreed that the Seller shall fulfill its obligation to deliver the goods under this contract by its handover to the Buyer or by allowing the Buyer to take over the goods at the Seller's registered office. Along with the goods, the Seller shall deliver the delivery note to the Buyer and the quality certificate, with the exception of cosmetic and drugstore products. Handover the goods to the Buyer means the delivery of the goods to the first carrier for shipment/transport to the Buyer.

6. If it is agreed to dispatch the goods by the Seller, the obligation to deliver the goods is fulfilled by handing over the goods to the first carrier at the Seller's registered office. In the event of a negotiation of the own transport of the goods (see INCOTERMS 2010 above) by the Buyer, the Seller shall invite the Buyer to pick up the goods. This call may be made in writing, by telephone or electronically. If the Buyer does not take over the goods within one week after the date of the call to pick up the goods, the Buyer agrees to store the goods at the expense of the Buyer and agrees with invoicing the purchase price. The date of receipt of the goods shall be deemed to be the eighth day following the date of the call to pick up the goods. This day is also negotiated for this case as the day of taxable transactions. If the Buyer does not take over the goods within one month of receiving the call, the Purchase Contract shall be cancelled. In this case, the Buyer agrees that the Seller shall sell the goods to another buyer, and that the Seller shall retain the part of the purchase price already paid, which corresponds to the costs necessarily incurred as a result that the Buyer has not taken over the goods.

7. The goods shall be packed (provided for shipping/transport) in the usual way in the trade for the transport of the agreed goods.

8. Personal collection of the goods by the Buyer at the Seller's registered office is on weekdays from 7.00 to 15.00 o'clock.

IV.

LIABILITY FOR DEFECTS AND DANGER OF DAMAGE TO THE GOODS

9. The Buyer is obliged to check the packaging and the goods when taking over the goods. The Buyer is obliged to claim incorrect quantities and apparent defects during the delivery, in writing, immediately, but not later than within 5 working days after the delivery of the goods. In the complaint, the customer is obliged to describe the defects or to indicate how these defects manifest themselves, and to indicate what the Buyer claims due to defects.

10. Minor insignificant defects do not result in a postponement of the obligation to pay the purchase price.

11.

a) The Seller assumes the guarantee for the quality of the goods during the agreed warranty period, starting from the date of the taxable transaction. The warranty for the goods is stated in the Technical Data Sheet which the customer is acquainted with or, where appropriate, the warranty for the goods shall be governed by the information given on the cosmetic and drugstore labels, unless otherwise agreed. The Seller is not liable for defects caused by the natural or other external event that the Seller has not caused, by transportation, inappropriate storage or other handling of the Goods in contradiction with the technical data sheet, the operating instructions or the label, unprofessional or unauthorized interference, placement in inappropriate environment or mechanical damage; in other cases laid down by the Civil Code.

b) If the Buyer and the Seller agree the delivery of the goods whose warranty period has already expired, which is known in advance for each product, the Buyer is not entitled to claim any compensation from the Seller for possible defects that occurred after the sale of the product. This risk of defect shall be compensated to the Buyer during the sale by a reasonable discount from the purchase price of the same product in the warranty period.

12. The risk of damage to the goods shall be governed by the terms and conditions of INCOTERMS 2010, see the point 1.

V.
SANCTIONS

13. The contractual interest for late payment of the purchase price (including the price of the packaging and the transport price and including VAT) is agreed at 0.05% of the outstanding amount for each day of delay for the period from the first to the thirtieth day of delay inclusive; and in the amount of 0.1% of the outstanding amount for each day of delay from the thirty-first day of the delay until the payment.

14. In the event that the Buyer refuses or otherwise prevents the Seller, even if only partially, from complying with this Purchase Contract, the Buyer shall pay the Seller a contractual penalty of 10% of the purchase price without VAT. In addition to this contractual fine, it is possible to claim damage compensations separately.

VI.
PACKAGING

15. Returnable packing material shall be bought by the Seller at a price reduced by amortization and cleaning at the latest within 3 months from the date of the taxable transaction. After this period of time, the packaging shall only be purchased on the basis of a prior agreement. Only the packaging of the Seller's products shall always be bought and only the packages which are undamaged, complete and free of any residues. If the redeemable packaging is delivered for the above stated reasons, the contracting party, which has supplied the packaging, shall be prompted to take it back within a maximum of five days after the date of receipt of the call. If the call is not followed, the Buyer agrees that the Seller, according to its option, either shall send the packaging to the Buyer at Buyer's expense or dispose of the packaging as well at the expense of the Buyer.

16. Collection point of the used packaging: CHEMOTEX Děčín a.s., Tovární 63, 407 11 Děčín XXXII - Boletice nad Labem, Czech Republic.

VII.
OTHER PROVISIONS

17. Unless otherwise agreed, the EKOKOM fee is paid by the Seller

18. The Buyer undertakes in the country of the delivery of the goods to tax such goods as for the taxation of value added tax (VAT).

19. The Buyer undertakes to notify the Seller of any changes which concern the data of the Buyer contained in this Contract, even if they have not been changed in the Trade Register or Business Register.

20. Other rights and obligations of the contracting parties shall be governed by the relevant provisions of Act No. 89/2012 Coll., The Civil Code.

21. The persons concluding this contract with their signatures confirm the validity of their executive powers and entitlements.

22. The Seller shall process the personal data of the individual entities communicated by the Buyer only to the extent necessary and for the necessary time, solely for the purpose of the conclusion of the Purchase Contract and the subsequent communication related to the realization of the Purchase Contract, and in order to protect its legitimate interests. Data shall not be processed for any other purposes.

23. The Customer agrees with the Purchase Contract which shall arise on the basis of item 3 of these General Terms and Conditions and is bound by them.