

General Terms and Conditions of the Sale of Products of REFRASIL, s.r.o., Třinec **(hereinafter referred to as “REFRASIL GTCSP”)**

1. These REFRASIL regulate the sales of REFRASIL s.r.o. products. Any additions or deviations from these conditions must be made in written form.
2. Electronic communications (email) are considered to be written form. The content of the concluded written purchase contract is superior to these REFRASIL GTCSP and to any previous oral or written dealings.
3. A price agreement is necessary to create a purchase agreement. The seller's prices are, unless otherwise stipulated in the contract, Třinec location prices, excluding packaging, customs duties, transport and other payments related to the sale of these goods abroad. Customs duties and other payments related to the sale of these goods abroad which must be paid in the seller's country are borne by the seller. The buyer pays customs duties and other payments related to the import of the said goods into the country of destination. The weight of the goods as determined by the carrier when taking over the goods for transport is decisive for the counting of the delivery.
4. In the case of an agreement between the contracting parties that payment will take place in the form of a letter of credit, the terms of the letter of credit may not differ from the terms agreed in the purchase contract. The seller is not obliged to send the goods if the letter of credit is not issued within the period specified by the buyer or if it contains conditions other than those agreed by the parties to the purchase contract. In such a case, the seller has the right to withdraw from the contract. If the parties to the purchase contract agree on the buyer's bank guarantee, the above-mentioned provisions on the letter of credit apply by analogy to the fulfilment of the buyer's obligation.
5. Failure to pay the purchase price on time is considered a material breach of contract by the buyer. Default interest for late payment of the purchase price shall be set at 0.05% of the amount due for each day of delay. Payment of default interest does not affect any other claims of the seller for damages due to the said default, if the damage exceeds the penalty imposed.
6. If a transfer of title from the seller to the buyer is concerned, the so-called retention of title is established. The goods remain the property of the seller until full payment of the purchase price. The buyer is entitled to sell or further process the goods subject to retention of title only in the ordinary course of business and under normal business conditions, but only provided that the buyer notifies their customer of the existence of retention of title when selling these goods. The buyer is not entitled to handle these goods otherwise, in particular to establish a lien on these goods or provide other security in favour of a third party. In the event that the buyer is in arrears with payment of the purchase price of the goods, the seller is entitled to call on the buyer to release the goods immediately. The buyer is obliged to allow the seller to take over the goods and related documentation at the place of storage of goods, unless otherwise agreed.
7. The goods will be handed over in accordance with the terms and conditions agreed in the purchase contract or with the content of the agreed delivery clause according to INCOTERMS. The seller will inform the buyer in writing about the readiness of the goods for dispatch or delivery at least 7 days in advance. If the contracting parties agree to hand over the goods to the buyer in the seller's warehouse, the buyer, or the person authorised by the buyer, undertakes to take over the goods within the period specified in the written invitation to take over the goods. If the buyer fails to do so, the seller's obligation to deliver the goods is deemed to have been duly fulfilled, at the end of the last day of the period designated for the collection of goods. On the same day, the risk of damage to the goods passes to the buyer. By default in taking over the goods in the seller's warehouse, the buyer loses the right to liability for defects in the goods which cannot be prevented with the available method of storage (e.g. atmospheric effects, etc.).
If the seller ensures the transport of goods to the agreed destination, the buyer is obliged to deliver written instructions to the seller for the transport of goods no later than 7 days before the date of dispatch of the goods, unless otherwise agreed in the contract.
If the goods that are the subject of the purchase contract are not sent or handed over at the time agreed in the purchase contract, or specified in the written invitation to take over the goods, the seller is entitled to store the goods at the buyer's risk, and for each day of delay in taking over the goods the seller is entitled to charge the buyer a contractual penalty in the amount of 0.5% of the purchase price of goods excl. VAT for each day of delay in taking over the goods, starting on the first day following the expiry of the period for taking over the goods.
If the buyer fails to take over the goods despite the reminder of the seller at the place and time agreed in the purchase contract or specified in the written invitation to take over the goods, the seller is entitled to hand over the goods to the carrier, at the expense of the buyer to the agreed destination or the buyer's address and charge the purchase price and all and any costs associated with the delivery of goods. In such a case, the goods are delivered by handing them over to the first carrier for transport for the buyer. The buyer is obliged to pay all such costs of replacement delivery of goods to the seller within 30 days from the date of delivery of the invoice.
If the buyer fails to take over the goods at the place and time agreed in the purchase contract, or specified in the written invitation to take over the goods, and the seller does not choose the procedure under the previous paragraph, the seller is entitled to withdraw from the purchase contract, if the seller is interested in selling the goods to another prospective buyer, and charge the buyer a contractual penalty in the amount equal to the lost profit from the sale of unaccepted goods, further charge the buyer direct production costs for the production of the respective goods, or account for any other damage incurred.

The buyer is obliged to pay all penalties and costs charged in this way to the seller within 30 days from the date of delivery of the account.

8. Delivery period is agreed approximately. It is extended by the time needed to remove obstacles or to remove obstacles that prevent the delivery of goods to the buyer, if such obstacles are not on the part of the seller. If the seller fails to deliver the goods within the approximately specified delivery period, the buyer is entitled to set a reasonable new delivery period in writing, which, if not met, entitles the buyer to withdraw from the contract. Partial performance is possible unless otherwise agreed.

9. The seller is entitled to suspend the delivery of the agreed goods or any other performance under the purchase contract, if the buyer has an unpaid due debt from previous deliveries of goods until the full payment of the due debt and its accessories, including agreed financial penalties. The seller is obliged to notify the buyer of the exercise of this right. In such cases, the seller is not in default with the delivery of goods until the full payment of the due debt by the buyer.

10. The buyer is obliged to provide the seller in a timely manner with the necessary data and documents required to assert the seller's claim against the carrier. The buyer is entitled to export, re-export, or re-import the products only with the consent of the seller. In the event of a breach of this obligation, the buyer bears full responsibility for the damage or lost profit of the seller.

11. The rights and obligations of the buyer from defective performance by the seller are governed by the "Complaints Policy for the Sale of Goods of REFRASIL s.r.o." (hereinafter referred to as the "Complaints Policy"), which is part of these REFRASIL GTCSP.

(download at http://www.refrasil.cz/wp-content/uploads/2021/03/Refrasil-Reklamační-řád_en.pdf).

Matters from defective performance not regulated by these REFRASIL GTCSP and the Complaints Policy are governed by the laws of the Czech Republic, in particular by Section 2099 to Section 2017 of Act No. 89/2012 Coll., the Civil Code.

12. Acceptance and quality evaluation of the delivery is performed according to ČSN ISO 5022 "Shaped Refractory Products – Sampling and Acceptance Testing". The value of the permissible defect level in the "AQL" batch is 6.5%.

13. The rules issued by the International Chamber of Commerce (Incoterms 2010) are used for the interpretation of terms used in commercial relations, unless the contracting parties agree otherwise in the purchase contract.

14. If the goods are delivered to the buyer – entity, i.e. a person registered for value added tax (VAT) in the territory of another EU state, their sale is subject to the reverse charge mechanism and the tax liability is transferred to the buyer in compliance with the legal requirements.

Evidence of delivery of goods in the territory of the EU state are the relevant transport documents, especially the consignment note CMR, CIM, Bs/L, etc. In the event that the delivery of goods is made according to the delivery clause EXW, FCA, FOB (INCOTERMS 2010), according to which the buyer bears the risk of damage and transport costs, the buyer undertakes to immediately deliver a written confirmation or any other document certifying delivery and acceptance of goods at destination in the respective country.

The buyer undertakes to immediately inform the seller in writing of any changes concerning their tax identification (Tax Identification Number), or also on the change of the regime in VAT registration (payer – non-payer). In the event that the buyer violates this obligation and the seller thus becomes obliged to pay VAT, including related sanctions, the buyer is obliged to reimburse the seller for all payments that they have made or otherwise returned to the tax administrator.

15. The contracting parties agree that all discrepancies (if any) that arise in the implementation of obligations under this contract shall be settled by the contracting parties as a matter of amicable settlement. If discrepancies arising from this contract between the contracting parties are not resolved, they shall be resolved in accordance with Czech substantive and procedural laws, namely by the court with substantive jurisdiction to hear them, i.e. by the district court whose local jurisdiction is determined by agreement of the contracting parties pursuant to the provisions of Section 89a of Act No. 99/1963 Coll., according to the address of the seller's registered office. The language of procedure shall be Czech.