



General Terms and Conditions of Sale and Delivery

1. Scope of application

- 1.1 These General Terms and Conditions of Sale and Delivery ("Terms and Conditions") shall apply to all sale and delivery of Vinolok glass closures and related components such as sealing rings and decorations ("Glass closure") made by the VINOLOK company ("Vinolok"). By placing an order and/or accepting the merchandise the Customer accepts these Terms and Conditions.
- 1.2 Explicit agreements negotiated between Vinolok and the Customer remain unchanged and take precedence over these Terms and Conditions.

2. Conclusion of contract

- 2.1 Any offer made by Vinolok is strictly non-binding. Regardless of the form of communication used, the order becomes binding (the contract of sale for the delivery of Glass closures is concluded) only when Vinolok and the Customer fully agree on the contents of the order, i.e. after Vinolok confirms the order in writing. The order cannot be unilaterally cancelled by the Customer without Vinolok's approval.
- 2.2 The Customer must inform Vinolok of any changes in their manufacturing processes and/or the manufacturing processes of the users of Glass closures, which may affect the design or manufacturing (execution) of the Glass closure. Any changes to the Glass closure may lead to a change in price and/or delivery times and conditions and must be mutually agreed upon by Vinolok and the Customer.
- 2.3 Vinolok shall always retain the rights to sales and other documentation (pictures, designs, technical parameters) and samples. The Customer must not make said documentation and samples available to third parties without obtaining permission from Vinolok first.



3. Delivery times

- 3.1 All deadlines and delivery times are valid only when confirmed by Vinolok, and only when the Customer provides Vinolok with all the information and documentation necessary for the completion of the order and delivery and pays in full, including any and all potential deposits and advances.
- 3.2 Vinolok reserves the right to delay the delivery in case there is a delay caused by the subcontractor. The Customer shall be immediately notified of such an occurrence.
- 3.3 In case Vinolok defaults on delivering Glass closures even after the Customer agrees to a reasonable postponement and/or alternative delivery time, the Customer has the right to cancel the contract of sale.
- 3.4 In case the Customer fails to collect the ordered Glass closures within 30 days of the planned date of delivery collection, Vinolok has the right to store these Glass closures at the cost and risk of the Customer, and/or cancel the contract of sale.
- 3.5 Vinolok has the right to make partial deliveries and invoice them separately.
- 3.6 In the event of a force majeure event, Vinolok has the right to delay the fulfilment of its contractual obligations until normal business conditions are restored.

4. Delivery, passing of risk, insurance

- 4.1 The deliveries shall be made under the rule of EX WORKS Incoterms 2020.
- 4.2 The risk shall pass to the Customer upon delivery to a third-party carrier.
- 4.3 The parties may negotiate different terms than the above and agree to different conditions pursuant to Incoterms 2020.
- 4.4 If the Customer fails to collect the delivery of Glass closures, or returns them without a reasonable cause (including an unjustified warranty claim), they shall be obligated to cover all the related costs, including but not limited to transportation costs, storage costs, insurance costs, custom duty fees and any other fees.

5. Prices and payments

- 5.1 Unless agreed otherwise, prices shall be EX WORKS.
- 5.2 All prices are exclusive of VAT, if applicable.



- 5.3 The due date and bank account shall be specified on the corresponding invoice. The payment is deemed completed when the full amount payable to Vinolok is credited to the specified bank account. If the invoice is not paid on time, Vinolok has the right to charge the Customer with default interest of 0.05% per day for the period starting with the due date until the amount is paid in full.
- 5.4 If the Customer fails to make the payment on time, Vinolok has the right to suspend or cancel any subsequent deliveries as it sees fit, and this shall not be considered a breach of contract.
- 5.5 The Customer shall not withhold any payment for the purchase price or its part on the basis of their counterclaim, unless this claim has been irrevocably upheld by a court of law.

6. Product specification and quality

- 6.1 Product specifications are indicated in technical data sheets, which state the dimensions and quality requirements including methods of packaging. Vinolok reserves the right to update and/or add to the data in technical data sheets. The Customer shall be notified of any such changes.
- 6.2 Information provided in catalogues or any other information materials must not under any circumstances be considered as official technical parameters or guarantee of quality.
- 6.3 All complaints are dealt with in accordance with Vinolok's return policy. Should Vinolok require it, the Customer must return the defective Glass closures. If they fail to do that, Vinolok might not be able to process and resolve the complaint.
- 6.4 Vinolok takes no responsibility for the quality of the merchandise in cases where defects result from incorrect use and/or storage of the Glass closures by the Customer or the user.
- 6.5 The Glass closure has been designed for long-term use, its usability is therefore unaffected as long as the original sanitary packaging is intact, and the storage conditions specified in technical data sheets are met. Slight differences in the colour of the sealing ring are not a sign of defect.

7. Liability and damage

- 7.1 Vinolok's liability is limited to damage to Glass closures only. This limitation does not apply to liability prescribed by the law (namely Product liability), which may not be affected or revoked by the contract.
- 7.2 The Customer is obligated to make any effort necessary to acquaint themselves with the quality parameters of Glass closures and the relevant instructions for use, and to adopt any measures necessary to prevent and/or limit possible damage.



8. Product liability

8.1 Any alterations and/or modifications to the Glass closures are strictly forbidden. Vinolok shall renounce liability for any altered or modified Glass closures. Should any Glass closures that had been further processed, joined, combined with other merchandise or modified or altered in any way, either directly by the Customer or at their behest, cause any type of damage to anyone, the Customer is obligated to compensate Vinolok for any and all claims from third parties.

9. Intellectual property rights

9.1 VINOLOK, a.s. is the owner of the intellectual property rights pertaining to the Glass closure. As such, only Vinolok is entitled to use and develop said intellectual property. The Customer must refrain from any and all activities that might threaten Vinolok's intellectual property and guarantee not to provide any third parties with any permission related to the use of said intellectual property.

10. Privacy policy (GDPR)

- 10.1 Vinolok gathers and manages the Customer's personal data in accordance with the regulation (EU) 2016/679 and relevant Czech legislation.
- 10.2 Vinolok acts as the data controller. Personal data shall be processed with the aim of concluding and fulfilling the contractual obligations between Vinolok and the Customer, and for the purpose of direct marketing (including but not limited to commercial communication). The legal grounds for gathering and processing personal data are measures needed prior to concluding the contract, fulfilling the contract, fulfilling legal obligations and justified interest (direct marketing).
- 10.3 The following personal data of the Customer shall be gathered and processed: name, surname, company address, email address, telephone number, identification number and VAT number.
- 10.4 In order to fulfil the contract, Vinolok may disclose the Customer's personal data to subcontractors, including but not limited to software and website providers and administrators, providers of accounting and tax services including audits, and providers of mailing services.
- 10.5 Vinolok has adopted legal, organisational, and technical measures to ensure the Customer's personal data are duly protected.



11. Miscellaneous provisions

- 11.1 Should the need arise, the Customer agrees to secure any and all licences and/or permits from state authorities necessary to establish and fulfil a business relationship between the contractual parties.
- 11.2 The Customer shall take these Terms and Conditions into account when dealing with third parties in such a way as to be able to fulfil the obligations postulated by these Terms and Conditions.
- 11.3 A contract of sale regarding the delivery of Glass closures concluded between Vinolok and the Customer must be in accordance with the legislation of the Czech Republic, namely with the relevant provisions of Act. No. 89/2012 Coll., The Civil Code, as amended. The UN Convention on Contract for the International Sale of Goods does not apply. Any potential disputes arising from the contract of sale between and/or related to Vinolok and the Customer shall be definitively resolved by competent Czech courts of law. The territorial jurisdiction of the court shall be determined based on the Vinolok company address at the time of filing the suit.

Date: 1st September 2020