

General business terms and conditions

1 Contracting parties

1. Seller, Výroba stuh – ELAS s.r.o. business company, ID: 61329738, VAT no.: CZ61329738, based in Větrná 418, 463 34 Hrádek nad Nisou, Czech Republic (hereinafter also referred to as the “Seller”) and the buyer stated in the purchase order (hereinafter also referred to as the “Buyer”) have agreed on the following General business terms and conditions concerning the sale of goods (hereinafter referred to as the “GBTC”). The subject matter of the GBTC mainly includes definition of the basic terms and conditions under which the Seller undertakes to sign a purchase contract with the Buyer concerning the purchase of goods from the Seller’s selection.
2. The Buyer is obliged to notify the Seller without undue delay of any changes in identification data such as business name, registered office, statutory body, bank account details, ID number, VAT number, delivery address, etc.
3. The Seller undertakes to deliver the goods to the Buyer and to transfer ownership of the goods to the Buyer in conformity with the GBTC. The buyer is obliged, in conformity with the GBTC, to duly accept the goods and, in particular, to pay the agreed purchase price for the goods.

2 Source materials and data

1. "Order" shall be understood as an order placed by the Buyer to the Seller by email, verbally, or via WhatsApp , specifying the type of goods, quantity, and required delivery date requested by the Buyer, i.e., the goods that the Buyer is interested in having delivered by the Seller, or any other details that the Buyer considers necessary or appropriate to specify to the Seller.
2. "Agreement on the price and delivery date of goods" means confirmation by email /or verbally/ or via WhatsApp by the Seller to the Buyer that the Seller accepts the Order at the price of the goods specified in the Seller's current price list or Order, and with the delivery date specified in the Agreement on the price and delivery date of the goods. The GBTC are also part of the signed Agreement on the price and delivery date of goods.
3. The signing of the purchase agreement means, in particular, the confirmation of the Buyer's order by the Seller. The purchase agreement between the Seller and the Buyer is also signed when the Buyer confirms the receipt of the goods delivered by the Seller to fulfil the Order by confirming the delivery of goods, signing the delivery note or invoice, or confirming receipt of the goods in another way, including verbally.
4. The GBTC shall be governed by Act No. 89/2012 Coll., the Commercial Code (hereinafter referred to as the "Commercial Code"), in particular by the provisions of the Commercial Code governing purchase contracts, unless it is clear from the GBTC wording that the contracting parties have agreed otherwise.
5. The GBTC shall apply to all legal relationships established between the Seller and the Buyer on the basis of the Order, the Agreement on the Price and Delivery Date of Goods, and the GBTC. Other terms and

conditions that contradict the Order, the Agreement on the Price and Delivery Date of Goods, the Purchase Agreement, or the GBTC, in particular terms and conditions contained in the Buyer's terms and conditions or forms, shall be deemed invalid. If any contract or agreement previously concluded between the Seller and the Buyer conflicts with the GBTC, the GBTC shall prevail. The GBTC have been stipulated in full compliance with the provisions of Section 1751 of the Commercial Code.

3 Goods

1. The goods whose delivery is requested by the Buyer are specified in the Order.
2. The Seller shall remain the owner of the goods until they have been paid for in full by the Buyer. Upon full payment for the goods, ownership of the goods shall pass to the Buyer.
3. Minimum order quantities for custom production:

MOQ for custom production			
Width (mm)	jacquard	elastic	firm
up to 24	4000 m	5000 m	10000 m
25-40	3000 m	4000 m	7500 m
41-54	3000 m	3000 m	5000 m
55-120	-	2000 m	4000 m
121-200	-	1500 m	3000 m

In case of non-compliance with this quantity, we will charge a surcharge for an under-limit order, amounting to 50% of the difference between the actual order and the minimum quantity.

Customers with an annual turnover exceeding CZK 600,000 will be charged a surcharge of only 30% of the difference between the actual order and the minimum quantity.

4. A dyeing surcharge will be added to orders received from October 29, 2024 onwards:

Amount	Surcharge in CZK	Surcharge in EUR
up to 500 m	7000	285
up to 1000 m	6000	245
up to 1500 m	5000	205
up to 2000 m	4000	164

Dyeing orders can only be combined if they are for the same article and the same shade, and if everything is dyed at the same time.

4 Price of goods

1. The price of goods is always determined based on the Seller's current price list or based on the price agreed by the Buyer and Seller in the Order and the Agreement on the price and delivery date of the goods. The price of goods is determined excl. VAT and includes packaging customary in standard business transactions.
2. For orders where the ordered quantity is smaller than the wholesale quantity, a handling fee will be charged unless agreed otherwise.

5 Payment and payment terms

1. The Buyer undertakes to pay the price of the goods to the Seller, either in cash or by bank transfer to the Seller's bank account.
2. The Seller is entitled to request the Buyer to pay an advance payment for the purchase price of the ordered goods equalling up to 100% of the purchase price of the goods. The Seller shall issue an advance payment invoice to the Buyer for this purpose.
3. The seller shall issue an invoice – a tax document. The seller is entitled to add VAT to the price of the goods in conformity with the applicable legal regulations.
4. The standard maturity of invoices issued by the Seller is 14 days of the date of their issuance by the Seller.
5. In the case of cashless payments, the date of payment shall be understood as the date on which the funds are credited to the Seller's bank account.
6. Should the Buyer default on the payment of the advance payment for the price of the goods or the balance of the price of the goods based on the advance payment and final invoice, the Buyer undertakes to pay a contractual penalty of 0.05% of the price of the goods for each day of delay to the Seller. This shall not affect the Seller's right to claim compensation for damages in full.

6 Performance time, handover of goods

1. The Seller's obligation to deliver the goods is fulfilled by handing over the goods to the first carrier for transport or to the Buyer, unless delivery of the goods to the first carrier for transport has been agreed. In the event of handing over the goods to the first carrier for delivery to the Buyer, the risk of damage to the goods shall pass to the Buyer upon such handover, and the Buyer shall be entitled to exercise any rights arising from the transport contract against the carrier.
2. The goods shall be considered delivered to the Buyer at the moment of delivery of the goods to the Buyer at the agreed place or, if no such place has been agreed, at the moment of handover of the goods to the first carrier contracted to transport the goods to the place of delivery. Unless otherwise agreed by the Seller and

the Buyer, the registered office or place of business or establishment of the Buyer shall be deemed to be the agreed place of delivery of the goods.

3. Prices for goods do not include shipping costs. These are stated on the invoice.
4. If the Buyer refuses to accept the goods, the Seller shall be entitled to a contractual penalty of 5% of the price of the goods, unless agreed otherwise.

7 Warranty for defects

1. A defect in goods shall be understood as a deviation in the quality, scope, and design of the goods specified in the Order, generally binding technical standards, and regulations. Due to the technologically specific nature of the goods, the Seller shall be entitled to deviate from the agreed quantity of goods by 10% upon delivery, provided that such deviation is not considered a defect in the delivered goods or a change to the Purchase Agreement.
2. A defect in quality does not mean a deviation in the width of the article. Unless agreed otherwise, the table of width deviations is available at www.elas.cz.
3. A defect in quality does not mean a deviation in the "bowing/coninig" of the article. Unless otherwise agreed, the standard "bowing/coninig" of the article shall be max. 2 cm per 50 cm of product length (listed on the www.elas.cz website).
4. The warranty period concerning the sale of consumer goods is 24 months from the date of fulfilment of the Seller's obligation to deliver the goods. For the sale of other goods, the warranty period is six months, subject to compliance with the storage conditions specified on the www.elas.cz website, unless the contracting parties agree otherwise. This provision shall not apply to obvious defects in the goods that the Buyer could have discovered by inspecting the goods immediately after accepting the delivery, to defects that originate from wear and tear caused by proper, normal use of the goods, and to defects caused by use of the goods in contradiction to the proper use of the goods.
5. Should any defects in the goods covered by the Seller's warranty occur during the warranty period, the Buyer is obliged to report these defects to the Seller without undue delay after their discovery, but no later than by the end of the warranty period. The Buyer is obliged to report obvious defects in the goods to the Seller within 10 days of receipt of the goods at the latest. The Buyer is obliged to report defects in the goods to the Seller in writing; the report must include a description of how the defects manifest themselves. Until the complaint regarding defects in the goods has been resolved, the Buyer may not dispose of the goods in any way that would make it difficult or impossible to verify the defects in the goods or in a way that would worsen the defects in the goods.
6. If the complaint about defective goods is justified, the Seller may, at their discretion, either remove the defects within a reasonable period of time or deliver new goods under the same conditions as the original

goods. Upon agreement with the Buyer, the complaint may also be resolved by providing a reasonable discount on the price of the goods.

7. When the complaint has been settled in conformity with Section 7.4, any claim for damages by the Buyer shall also be considered settled, and the Buyer shall no longer be entitled to claim such damages from the Seller.

8 Withdrawal

1. The Buyer is not entitled to withdraw from the Purchase contract established by the Order, Order Confirmation, and these GBTC.
2. Seller is entitled to withdraw from the Purchase contract established by the Order, the Agreement on the Price and Delivery Date of Goods, and these GBTC only in the event of the Buyer's delay in paying the advance payment or additional payment for the price of the goods. The Seller's withdrawal from the Purchase contract shall not affect the Seller's right to payment of a contractual penalty and compensation for damages in accordance with applicable legal regulations and these GBTC.

9 Final provisions

1. All disputes between the Seller and the Buyer arising from or related to the legal relationship established by the Purchase order, the Agreement on the Price and Delivery Date of Goods, and these GBTC shall first be resolved amicably. If no amicable solution is reached, all disputes arising from this agreement and in connection with it shall be finally decided by a single arbitrator appointed by the plaintiff from the list of members of the Arbitrators' Association, ID No.: 269 93 341, based in Praha 6 - Dejvice, Synkovská 1327/6, post code: 160 00, registered with the Ministry of the Interior of the Czech Republic - or designated by the chair of the Arbitrators' Association if the plaintiff does not exercise their right - in arbitration proceedings conducted in accordance with the Arbitration Rules of the Arbitrators' Association, the content of which is known to the contracting parties. The parties hereby agree that the arbitration proceedings will be conducted solely on the basis of written documents, without oral hearings, and that the dispute will be decided according to the principles of equity. The Arbitrators' Association headquarters shall be the place of arbitration.
2. The Buyer undertakes to promote the good name of the Seller and its goods.