

TERM AND CONDITIONS

1. PRELIMINARY PROVISIONS – SCOPE OF TERMS AND CONDITIONS	2
2. OBJECT OF THE CONTRACT – CONCLUDING BUSINESS	2
3. PURCHASE VIA THE FORTELOCK E-SHOP	3
4. PURCHASE PRICE AND TERMS OF PAYMENT	4
5. DELIVERY OF PRODUCTS AND SHIPMENT	5
6. QUALITY – RIGHTS AND OBLIGATIONS FROM DEFECTIVE PERFORMANCE – COMPLAINTS	6
7. TITLE RETENTION CLAUSE	7
8. CONSIGNMENT STORE	8
9. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES	9
10. TERMINATING A SALES CONTRACT	9
11. CONSUMER INFORMATION	10
12. PROCESSING OF PERSONAL DATA	10
13. KEEPING INFORMATION OF A CONFIDENTIAL NATURE	11
14. FINAL PROVISIONS	11

1. PRELIMINARY PROVISIONS – SCOPE OF TERMS AND CONDITIONS

- 1.1. The purpose of these Terms and Conditions is to define the reciprocal rights and obligations of the Contracting Parties in the sale of all products (goods) and the related services of the Company. Fortemix, s.r.o., registered address Kirilovova 812, 73921 Paskov, ID: 26868211, registered in the Commercial Register of the Regional Court in Ostrava under file C 28754.
- 1.2. In accordance with the provisions of Section 1751 et seq. Act 89/2012 Coll., Civil Code, as amended (hereinafter "Civil Code"), these Terms and Conditions are an integral part of the contract described below and treat in particular the creation, termination and other terms of the contractual relationship into which Fortemix enters as a seller, contractor or operator in a similar position (hereinafter "Seller") and another party enters into it as the buyer, customer or operator in a similar position (hereinafter "Buyer").
- 1.3. The Seller and Buyer are referred to collectively in these Terms and Conditions as the Parties.
- 1.4. The Terms and Conditions are published on the website of the Seller: www.fortemix.com and www.fortelock.com.
- 1.5. Different arrangements in a written contract or different written agreement, concluded on the basis of an agreement between the Parties, shall take precedence over the wording of the Terms and Conditions.
- 1.6. The Seller hereby informs the Buyer that in general it shall accept the Terms and Conditions of the Buyer. In accordance with the provisions of Sec. 1751, Para. 2 of the Civil Code, the Seller undertakes to exclude the application of the Terms and Conditions of the Buyer through its new manifestation of will; doing so without undue delay upon making an offer and its acceptance, if the two Contracting Parties make a reference to their Terms and Conditions.
- 1.7. The Terms and Conditions go into effect on 1. 9. 2020.

2. OBJECT OF THE CONTRACT – CONCLUDING BUSINESS

- 2.1. The Seller prepares an offer based on an inquiry of the Buyer. The offer includes the purchase price and specification of the product (hereinafter "Offer"). The offer made by the Seller is always a new offer to conclude a contract and can never be taken as the acceptance of an offer pursuant to the provisions of Section 1740, paragraph 2 and 3 of the Civil Code. The inquiry of the Buyer is always an initiative to create an offer and is never to be taken as an offer to conclude a contract.
- 2.2. A demand on the part of the Buyer does not establish an obligation on the part of the Seller to enter into a purchase agreement.
- 2.3. Purchase prices quoted in Offers are contractual and their validity is 30 days from the date of issue, unless specified otherwise.
- 2.4. In accordance with the provisions of Section 1732 of the Civil Code, the Offer sent by the Seller is a draft contract.
- 2.5. The Contracting Parties agree that the Buyer shall accept an Offer by sending a consent to the Offer, in any manner as follows:
 - a. by sending an email to an email address agreed in advance between the Contracting Parties or to any address listed on the Seller's website in the Contacts section at <https://www.fortemix.com/contact/>;
 - b. by sending an SMS message to a telephone number agreed between the Contracting Parties in advance, or any phone number listed on the Seller's website in the Contacts section at <https://www.fortemix.com/contact/>;
 - c. by paying an advance invoice in accordance with the Offer;
 - d. by taking over the goods;
 - e. by 'not rejecting an Offer' within seven (7) days from the date of its having been sent (hereinafter referred to as "**Consent to an Offer**").
- 2.6. The purchase prices stated in the catalog or price list of the Seller, as well as oral information, telephone or information obtained via the Internet relating to the prices of the Seller's products, are non-binding prices intended only for orientation. The information thus provided about the prices of products are not considered a draft contract.

- 2.7. In accordance with the provisions of Section 2079 of the Civil Code, the closing of the sales contract, the subject of which is the obligation of the Seller to give the respective product to the Buyer and to allow the Buyer to acquire ownership title to it, the obligation of the Buyer to accept the respective product and to pay the Seller the agreed purchase price for it, everything in accordance with the following arrangements in these Terms and Conditions, takes place on the basis of sending the Acceptance of the Offer to the Seller.
- 2.8. Additional changes in closing the Sales Contract can only be made by the mutual agreement of the Parties, and in written form.
- 2.9. In the event that a Consent to an Offer is made with an addendum or a derogation, albeit one which would not materially alter the terms of the Offer, such shall not be considered as Consent to the Offer, but as a new demand on the part of the Buyer.
- 2.10. The Contracting Parties agree that e-mail and SMS messages, or other communication text applications, shall also be considered as a written form, but only such that have been sent to the email address or telephone number stated in these Terms and Conditions.
- 2.11. Above and beyond the above procedure for concluding the contract, the contract can be concluded in accordance with article 7 of these Terms and Conditions – i.e. through the consignment store.

3. PURCHASE VIA THE FORTELOCK E-SHOP

- 3.1. In order to conclude a purchase agreement with the Seller, the Buyer shall have an option, instead of the procedure referred to in Article 2. of these Terms and Conditions, to use the Fortelock e-shop (hereinafter referred to as the "E-Shop"). In this case, Article No. 2. of the Terms and Conditions shall not apply, but the conclusion of the contract shall be governed by this Article - i.e. Article No. 3. However, the definitions referred to in Article No. 2 shall also be applied in this Article in an unchanged form. In respect of other provisions, the provisions of these Terms and Conditions shall remain unaltered and shall apply where possible. In the event of a contradiction between this Article (Article No. 3) i.e. its individual provisions and the other provisions of these Terms and Conditions, in the case of purchases made via the E-Shop, application precedence shall be given to the provisions stated in this Article.
- 3.2. Any presentation of goods located on the E-Shop is purely of an informative nature and the Seller is not obliged to enter into a purchase agreement in respect of these goods. The provisions of Section 1732, Para. 2 of the Civil Code shall not apply.
- 3.3. The E-Shop contains information on the goods, including the price of the individual goods. The prices of goods are stated inclusive of value added tax. The prices of goods remain valid for the time they are displayed on the E-Shop web interface. This provision does not restrict the option of the Seller to enter into a purchase contract under individually-negotiated terms.
- 3.4. The E-Shop also contains information about the costs associated with packaging and delivery of the goods. This information applies only in cases where the goods are delivered within the territory specified for the given goods on the E-Shop.
- 3.5. In the E-Shop mode, an offer to enter into a contract is made by putting the required goods in the shopping basket and then completing the order form in the E-Shop. The Buyer's offer thus made is always a new offer to enter into a contract and can never be considered as acceptance of an offer within the meaning of Section 1740, Para. 2 and 3 of the Civil Code. The order form contains information in particular about:
 - a. the goods ordered;
 - b. the Buyer and the address of delivery;
 - c. the method of payment of the purchase price of the goods, details of the required delivery method of the ordered goods and;
 - d. information on the costs associated with delivery of the goods.
- 3.6. The Seller accepts an offer by sending an e-mail confirming acceptance of an order to the address which the Buyer stated in the order form. An advance invoice always forms an annex to a confirmation e-mail.
- 3.7. By sending a confirmation e-mail in accordance with the preceding article shall conclude a contract of sale in accordance with the provisions of Section 2079 of the Civil Code.
- 3.8. The Seller reserves the right to reject an offer of the Buyer. In this case, it shall send the Buyer an e-mail justifying the refusal, or one containing a new, alternative offer. In this case, a purchase contract is entered into by means of an e-mail confirmation of a new offer by the Buyer. The Buyer has the right to reject the new offer without further ado.

- 3.9. Any additional changes to an entered-into contract may only be made by mutual agreement of the Contracting Parties, in a written form. In this sense, an e-mail is considered as a written form.

WITHDRAWAL FROM A PURCHASE CONTRACT WHEN MAKING A PURCHASE VIA THE E-SHOP

- 3.10. In accordance with Sec. 1837, the Buyer cannot, inter alia, withdraw from a purchase contract, the object of which is goods that have been modified in accordance with requirements of the Buyer (such as a print) or goods which are perishable and in the case where the goods were irreversibly mixed with other goods after delivery.
- 3.11. If such is not a case referred to in the previous Article or another case in which the purchase contract cannot be withdrawn, the Buyer, if the latter is the consumer, in accordance with the provisions of Section 1829, Para. 1 of the Civil Code shall have the right to withdraw from the contract of purchase within fourteen (14) days of receipt of the goods, while in a case where the subject of the purchase contract is several types of goods or a delivery of several parts, this period begins to run from the date of receipt of the last delivery of the goods. Withdrawal from the purchase contract shall be sent to the Seller within the time limit specified in the previous sentence. The Buyer may use a model form provided by the Seller to withdraw from the purchase contract; this forms an Annex to the Terms and Conditions. Withdrawal from a purchase contract may be sent by the Buyer, inter alia, to the address of the Seller's business establishment or to the Seller's electronic mail address at: info@fortemix.com.
- 3.12. In the event of withdrawal from a purchase contract pursuant to the previous Article, the purchase contract shall be revoked since its inception. The goods must be returned to the Seller within fourteen (14) days of withdrawal from the contract. If the Buyer withdraws from the purchase contract, it shall bear the costs associated with the return of the goods to the Seller, even in a case where the goods cannot be returned for their nature by the usual postal route.
- 3.13. In the event of withdrawal from the contract pursuant to Article 3.11. of these Terms and Conditions, the Seller shall return the funds received from the Buyer within fourteen (14) days of withdrawal from the purchase contract by the Buyer in the same manner, in which the Seller received the funds from the Buyer. The Seller is also entitled to return the funds provided by the Buyer upon return of the goods by the Buyer or in any other manner, if the Buyer agrees to such and if the Buyer does not incur any further cost through such a procedure. If the Buyer withdraws from a purchase contract, the Seller is not obliged to return the received funds to the Buyer before the Buyer returns the goods to the Seller.
- 3.14. The Seller is entitled to unilaterally set off the claim for compensation for damage caused to the goods against the Buyer's claim for a refund of the purchase price.

4. PURCHASE PRICE AND TERMS OF PAYMENT

- 4.1. The purchase price is the price of the product without VAT pursuant to the Offer.
- 4.2. Unless the Parties agree otherwise, the purchase price does not include shipping costs or the delivery of products.
- 4.3. The Seller is entitled unilaterally to change the purchase price depending on development of the exchange rate of the Czech crown against foreign currencies.
- 4.4. A discount on the purchase price may be negotiated between the Parties. This discount applies only in the event that the Buyer pays the discounted purchase price in a proper and timely manner. Should the Buyer fail to pay the agreed discounted purchase price properly and on time, not even within 60 days after the due date, the Parties agree that the negotiated discount shall no longer apply and the Seller is entitled to ask the Buyer to pay the basic purchase price.
- 4.5. Unless the Parties agree otherwise, the Buyer is obliged to pay the purchase price for products in cash to the Seller or via bank transfer using a proforma invoice issued by the Seller. The Parties agree that, unless they have agreed to defer payment to a later date, the due date for the proforma invoice is the date of issue, unless otherwise agreed.
- 4.6. Different payment terms, mainly due dates, payment method, etc., may be the subject of a written contract or agreement between the Parties.

- 4.7. The Buyer shall be in default with the acceptance of the product if, contrary to their obligations, they do not accept the properly tendered performance of the Seller. In the event the Buyer is in default with accepting the product, the Seller is entitled to charge the purchase price of the product on the day the Buyer enters default status with the product.
- 4.8. The Contracting Parties have expressly agreed that payments received by the Seller from the Buyer shall be used to pay the Seller's financial claims against the Buyer in the following order:
- interest on arrears on a contractual penalty;
 - contractual penalty payable;
 - contractual penalty not yet payable;
 - interest on arrears on the principal of the purchase price;
 - principal amount of the purchase price payable;
 - principal amount of the purchase not yet payable

always in respect of claims of the Seller against the Buyer with the oldest period of maturity.

- 4.9. The date of payment of the purchase price, its part thereof or other claims by means of a non-cash transfer shall mean the date on which the relevant sum is credited to the bank account of the Seller.
- 4.10. If the purchase price on the invoice is paid in cash, it becomes a tax document issued by the Seller confirming payment
- 4.11. In the event of delay of the Buyer in paying the purchase price, the Contracting Parties have agreed on an obligation of the Buyer to pay the Seller a default interest of one twentieth of a percent (0,05%) of the sum owed inclusive of VAT per each day of delay.
- 4.12. In case of delay of the Buyer with payment of the purchase price or part thereof, longer than 30 days, the Buyer shall be obliged, regardless of its culpability, to make good to the Seller a contractual penalty of 10% of the purchase price, payable within 3 days of the date of delivery of the Seller's request to the Buyer for its payment. The payment of a contractual penalty by the Buyer shall not affect the Seller's right to a compensation for damage incurred by a breach of an obligation, in respect of which the contractual penalty was negotiated, including any damage in excess of the contractual penalty.

5. DELIVERY OF PRODUCTS AND SHIPMENT

- 5.1. The Parties agree that the Seller shall deliver the products to the Buyer within the period mutually agreed by them. The Parties agree that all costs associated with the delivery of products, including related services (e.g. unloading, pouring, vehicle with platform, express delivery, etc.), shall be paid by the Buyer, unless otherwise agreed.
- 5.2. The shipping price, as well as the due date and method of payment, are subject to a separate agreement between the Parties. Should there be no agreement between the Parties, the Seller is entitled to require the Buyer to pay all costs associated with shipment and is obliged to pay them to the Seller.
- 5.3. If the agreed method of payment of the purchase price is through a proforma invoice, the Seller is not required to ship the products, i.e. arrange their shipment and delivery, until the proforma invoice has been paid in full.
- 5.4. The Seller is not responsible for failing to meet the agreed delivery date if force majeure intervenes (especially natural disasters, strikes, wars, fires, public barriers, obstacles preventing traffic) or the Seller is not at fault for the delay.
- 5.5. Should the Buyer pick up the delivery at the Seller's, the terms of delivery of the products are governed by the delivery clause EXW Kirilovova 812, 739 21 Paskov, INCOTERMS 2010, unless otherwise agreed.
- 5.6. The Parties may agree that the Buyer will pick up the products from a location different from the registered office of the Seller. In this case, the Buyer bears all costs, including shipping related to picking up the products from the different location under the previous article, unless otherwise agreed.
- 5.7. The risk of damage to the product passes to the Buyer the moment they are handed over to the first carrier.
- 5.8. Should the Buyer request the shipment of products as part of the Order itself, the terms of delivery are governed by the DAP clause, INCOTERMS 2010, unless otherwise agreed.
- 5.9. The Buyer and Seller may agree in advance on a price for the delivery of goods. If the actual amount of the costs of delivery exceeds the agreed price for delivery, the additional costs to deliver the goods are borne by the Buyer and Seller in accordance with an agreed proportion.

- 5.10. The method of delivering the product will be carried out in accordance with the requirements specified in the Buyer's Order and at the expense of the Buyer billed by the Seller according to the actual costs of shipment.
- 5.11. The Buyer is obliged to take all necessary measures to ensure that delivery vehicles can enter the place of delivery and the products can be unloaded without any risk.
- 5.12. The Buyer must always confirm the shipping/delivery note of the carrier immediately after receiving the products. By signing the shipping/delivery note, the Buyer confirms that the shipment of the products meets all the conditions and requirements and so excludes any later claims regarding an infringement of the container of the shipment.
- 5.13. When accepting the products from the carrier, the Buyer is obliged to check the integrity of the packaging of the products and in the event of any defects immediately notify the carrier and at the same time make a record of the damage in the shipping/delivery note or write up a complaint with the carrier and send it to the Seller without delay.
- 5.14. The Buyer acknowledges that if they do not accept the products at the agreed time and place of delivery, they are in breach of their obligation to accept the products in a proper and timely manner and so their acceptance of the products is in default. In the event the Buyer is in default with accepting the products, the Parties agree that the Buyer shall be obliged to pay the Seller a contractual penalty in the amount of one-twentieth of a per cent (0.05%) of the purchase price of the products, including VAT, for each day of delay. The Seller reserves the right to make a substitute delivery at the expense of the Buyer. In the event the Buyer is in default with accepting the products, the Buyer is obliged to pay any costs associated with the carrier storing the products. This provision shall not apply if the Buyer is a consumer.
- 5.15. The Parties agree that should the Buyer be in default with accepting the products longer than 30 days, the Seller is entitled to terminate the sales contract and the Buyer shall be obliged, irrespective of any fault on their part, to pay the Seller a contractual penalty in the amount of 100 % of the purchase price, payable within 3 days of the Buyer receiving a summons from the Seller to make the payment. The payment of the contractual penalty by the Buyer shall not affect the claim of the Seller for damages resulting from a breach of the obligation for which the contractual penalty was negotiated, including damages exceeding the contractual penalty, nor the claim for the payment of the shipping associated with delivering the products. This provision shall not apply if the Buyer is a consumer.
- 5.16. Products are supplied by the Seller, as a rule, on wooden pallets. The repurchase of pallets is always subject to a separate agreement between the Contracting Parties.
- 5.17. In the event of sequential or multiple orders to the same Buyer, the Seller is entitled not to provide additional performance in the event this Buyer is in default with the fulfillment of their obligations to the Seller. In this case the Seller is also entitled to request the payment of the purchase price using alternative means (e.g. in cash prior to the delivery of the products, using a proforma invoice, cash on delivery, etc.).
- 5.18. The Seller carries out shipping only to countries within the European Union, unless otherwise agreed. If the event of a delivery point outside the European Union, the Buyer has the obligation to organize the shipment, including all customs conditions.

6. QUALITY – RIGHTS AND OBLIGATIONS FROM DEFECTIVE PERFORMANCE – COMPLAINTS

- 6.1. The Seller is responsible to the Buyer to make sure the product has no defects upon acceptance. The Seller declares that the products meet the technical requirements stated in the declaration of conformity for the product. The products will retain their technical requirements for at least the shelf life specified on the packaging of the product concerned.
- 6.2. Any information or procedures provided other than in writing are not binding and the Seller is not responsible for them.
- 6.3. The Seller is not liable for damages incurred by the Buyer through improper handling of the product, particularly by failing to comply with the requirements provided in the technical data sheets and on the packaging of the product or by preparing the product with a defect that the Buyer could or should have discovered.
- 6.4. The Buyer has the obligation to inspect the product immediately after accepting it and to make sure of the quantity and features. The Buyer has no rights from defective performance if it involves a defect that under ordinary observance should have been recognized when accepting the goods.

- 6.5. The Buyer has the obligation to claim defective performance (make a complaint) without undue delay if there was an opportunity to become familiar with this performance and discover the defect, but no later than the shelf life declared by the Seller or for a period of one year depending on which time is shorter. The shortest time for claiming a defect is 6 months after the transaction. The shelf life is calculated from the date of manufacture stated on the packaging of the product until the expiration of the shelf life stated on the packaging of the product.
- 6.6. In the event a complaint is made with the Seller, the Buyer may request that the defect be removed free of charge or the Buyer is entitled to a discount on the purchase price; unless the nature of the defect is disproportionate (mainly if the defect cannot be removed without undue delay), a request for the delivery of a new, flawless product or new, flawless part of the product, if it concerns only a defect in that part, can be made.
- 6.7. Should the repair or replacement of the product not be possible, the Buyer may request a full refund of the purchase price subject to the termination of the contract.
- 6.8. The Buyer may file a complaint with the Seller and for a defect that means a major breach of contract (regardless of whether the defect is removable or not) the Buyer may request that the defect be removed by delivering a new flawless product or delivering a missing item; by repairing the defect free of charge; by providing a reasonable discount on the purchase price or refunding the purchase price based on terminating the contract.
- 6.9. A major breach of contract means the Party in breach of the contract knew or should have known when concluding the contract that the other Party would not have concluded the contract if it had foreseen this breach.
- 6.10. For defects that represent a minor breach of contract (regardless of whether the defect is removable or not), the Buyer is entitled to have the defect removed or to a reasonable discount on the purchase price.
- 6.11. The Seller is not obliged to satisfy the claim of the Buyer if it can be proved that the Buyer knew about the defect prior to accepting the product or caused it themselves.
- 6.12. The Buyer may make a claim in writing only at the registered office of the Seller, where making the claim in writing means sending it by email within the meaning of Article 2.2 (a) of these Terms and Conditions.
- 6.13. The Buyer is obliged to notify the Seller when announcing the defect about which right they have chosen to apply or to do so without undue delay after announcing the defect. Changing the choice of procedure without the consent of the Seller is only possible if the Buyer asks for the defect to be repaired, only if it proves beyond repair.
- 6.14. Should the Buyer fail to decide how to proceed from a major breach of contract, their rights shall be the same as for a minor breach of contract.
- 6.15. The Buyer is obliged to prove their purchase of the product (best to use a sale document). The deadline for handling a complaint begins from the handover/delivery of the product to the Seller.
- 6.16. The countdown to the deadline for handling the complaint will be suspended if the Seller does not receive all the documents necessary to handle the complaint. The Seller is obliged to request additional documents from the Buyer in the shortest time possible. The deadline shall be suspended from that date until the delivery of the required documents by the Buyer.
- 6.17. The complaint must therefore contain the date of delivery of the product, invoice number, delivery note, type of product and identification number of the product if it contains one, the volume claimed, description of the defect and the requirements of the Buyer, address for sending the decision on the complaint and contact information (phone, email).
- 6.18. The Seller shall issue the Buyer written confirmation about receiving the complaint, which will include when the Buyer made the complaint, what the content of the complaint is and how the Buyer wants to handle the complaint. Written confirmation also means confirmation sent by email.
- 6.19. After handling the complaint, the Seller shall issue the Buyer confirmation that contains the date and method of handling the complaint, confirmation of any repairs carried out and the length of time the repair took, or any grounds for rejecting the complaint.
- 6.20. The Buyer is entitled to the reimbursement of the costs expended in handling the complaint. The Buyer must exercise the right to the reimbursement of these costs within one (1) month after the deadline for pointing out the defect.

7. TITLE RETENTION CLAUSE

- 7.1. The Seller reserves the right of ownership to the products supplied until the time of payment of any receivables incurred through the Seller's business activities to which the Seller has a right in relation to the Purchaser (hereinafter referred to as the "**Product with retention of title**").
- 7.2. Should the Product with retained title be processed by the Buyer into the form of a new item, this processing will be done for the Seller. Processed goods are considered Product with retained title.
- 7.3. Should the delivered product be processed together with another product that does not belong to the Seller or combined or mixed with it, the Seller becomes the co- owner of the new item or mixed material with a share equal to the value of the product delivered by the Seller in relation to the other product at the time of processing or mixing. In the event of the termination of the ownership right of the Seller to the product due to combining or mixing the product, the Buyer transfers to the Seller the ownership right to the new form of the product or the new item which has already belonged to the Buyer, to the extent of the carrying value of the product with retained title and will keep this new material for the Seller free of charge. This resulting joint ownership applies to a product which is considered a Product with retained title.
- 7.4. Unless the Parties agree otherwise, the Buyer is entitled to sell the product to third parties only in the event the Seller does not record any receivable from the Buyer in default of payment by more than 30 days.
- 7.5. In the event payments to the Seller are behind by more than 30 days, the Buyer is obliged to assign future receivables from the sale of products or the price of works to the Seller. The Seller is entitled to inform the third party about it after the Buyer enters into default. The transfer is temporary and for security. At the initiative of the Seller, the Buyer is obliged to immediately inform third parties about the assignment of a receivable to the Seller -- assuming the Seller does not do it alone -- and to pass on to the Seller information and documents needed to collect the receivable.
- 7.6. The Buyer must immediately inform the Seller about the seizure of property or other restrictions enforced by third parties. The Buyer shall pay all costs incurred for terminating this intervention or shipping a Product with retained title back if the costs are not covered by a third party.
- 7.7. Should the Buyer be in default of payment, the Seller is entitled to take back the Product with retained title and for this purpose is entitled if necessary to enter the business premises of the Buyer or the premises of the Buyer's business partner.
- 7.8. Unless the provisions for the retention of title or assignment of receivables are the same as set out in these Terms and Conditions in a country where the product has legal effect, it is agreed to be a precautionary measure that corresponds to the retention of title or assignment of receivables in this country. In the event the cooperation of the Buyer is required in this instance, the Buyer is obliged to take all measures necessary to justify and obtain these rights.

8. CONSIGNMENT STORE

- 8.1. The Seller may, upon agreement with the Buyer, establish a consignment warehouse at the location of the Buyer, to which it shall deliver products intended for the Buyer or for resale to end customers. Products delivered to the consignment warehouse remain the property of the Seller.
- 8.2. The Buyer is obliged to maintain the consignment store with the professional care of a storekeeper within the meaning of Section 2415 et seq. of the Civil Code, and is likewise committed to all obligations imposed on storekeepers by law, relating both to the products stored there and to the Seller.
- 8.3. The professional care shall especially correspond to the types of products delivered to the consignment store. The responsibility for the state (especially respecting the shelf life of the products referred to on the packaging of the product or on the technical data sheet), quantity, and the theft or stealing of goods passes to the Buyer upon the delivery of the products. For the purposes of this article, the delivery of the products is the moment the products are placed in the consignment store.
- 8.4. The Seller delivers the products to the consignment store based on an order from the Buyer or at their own discretion, possibly on the basis of both of these criteria. The Buyer confirms the products to be delivered to the consignment store on the transfer sheet. The transfer sheet is a document that indicates which products were or still are in the consignment store.
- 8.5. The Buyer is obliged to give the Seller a written list of the products sold from the consignment store by the 5th day of each calendar month. This written list will be used by the Seller to issue the Buyer an invoice-tax document that the Buyer is obliged to pay within fourteen days of receiving it. The products listed in the monthly list of products sold from the consignment store are considered products bought by the Buyer.

- 8.6. Above and beyond the obligation of the Buyer under the previous article, the Seller is entitled to ask for written information about the status of the consignment store at any time, including volumes and overview of products, and the Buyer is obligated to provide this information within three (3) working days of receiving the request.
- 8.7. In this case, the offer to conclude a sales contract becomes effective when the products are put into storage at the consignment store and is accepted by the Buyer when the products leave the consignment store. Sales contracts are always billed in arrears and together for the past month, according to the previous article.
- 8.8. Should the Buyer fail to give the Seller a list of the products sold, the Seller is entitled to invoice the Buyer for all or part of the products delivered to the consignment store exclusively at their sole discretion and action and the Buyer is obliged to pay the invoice. This case shall imply that a sales contract for all or part of such products in the consignment store has been concluded.
- 8.9. The Seller is entitled to demand the return of all or part of the products placed in the consignment store without undue delay (no later than ten days) at the expense of the Buyer to the address specified by the Seller, whereby the Seller is entitled to invoice the Buyer for any costs and the Buyer is obliged to pay the Seller such invoice.
- 8.10. The Seller is entitled to conduct a physical inspection (inventory) of the consignment store and demand an explanation for any discrepancies in the volume of products. Should the explanation of any discrepancies prove unsatisfactory or lack documentation, the Seller is entitled to proceed as if no list of the products sold under the previous paragraph had been given. This imposes the obligation on the Buyer.
- 8.11. In the event the shelf life of any product is exceeded or the storage period is longer than twelve (12) months, the Seller is entitled to invoice the Buyer for the purchase price of such product and the Buyer is obligated to pay the invoice.
- 8.12. In the event the Seller or their representative is not allowed access to the premises of the consignment store or the Buyer refuses to issue goods from the consignment store to the Seller, the Seller is entitled to demand a contractual penalty of 5,000 CZK from the Buyer for each day this obligation is breached. The contractual penalty is due within 3 days of the Buyer receiving a summons from the Seller to pay it. The payment of the contractual penalty by the Buyer shall not affect the claim of the Seller for damages resulting from a breach of the obligation for which the contractual penalty was negotiated, including damages exceeding the contractual penalty.
- 8.13. For the purposes of operating the consignment store, the Buyer is obligated to procure at their own cost a groove cutting machine (chaser).

9. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

- 9.1. The Buyer shall not assign or transfer their receivables, rights, debts or obligations arising from these Terms and Conditions or a sales contract without the prior written consent of the Seller.
- 9.2. The Buyer is not allowed to use a product of the Seller as security for the receivables it owes to the Seller.
- 9.3. The existence of a defect in the product does not affect the obligation of the Buyer to pay the purchase price.
- 9.4. A Buyer that is a foreign company agrees that if the products to be delivered are exported outside the Czech Republic, the Buyer will do business with them only in the country of the registered office of the Buyer.
- 9.5. All bonuses, rebates, discounts, extended due dates and other benefits are valid only if all the obligations of the Buyer have been paid within the agreed due date.

10. TERMINATING A SALES CONTRACT

- 10.1. Should the Buyer fail to pay the purchase price within 10 days of the due date or take the product within 30 days of receiving the invitation to do so, the Seller is entitled to terminate the sales contract on the date of sending a notice to terminate the sales contract to the Buyer. Such termination shall not affect the right to damages or contractual penalties.

11. CONSUMER INFORMATION

- 11.1. The consumer is any individual who, as the Buyer, concludes a contract with the Seller or otherwise deals with the Seller outside their business activity or outside the independent exercise of their profession.
- 11.2. The consumer is entitled to seek remedy for a defect that appears in the products any time within twenty-four months after accepting the product.
- 11.3. The complaint, including removing the defect, will be handled without undue delay, no later than 30 calendar days from the date of making the complaint, unless the Seller and Buyer agree on a longer period.
- 11.4. In the event of a disputed complaint, the Seller shall decide about whether to accept it within three working days from the date of receiving the complaint.
- 11.5. For settling a complaint without litigation, the Buyer can contact us at the email: info@fortemix.com; the Seller shall acknowledge the receipt of the complaint from the Buyer by reply to the email of the Buyer; the Seller shall send information about handling the Buyer's complaint to the same email of the Buyer.
- 11.6. In the event a dispute arises from the sales contract between the Seller and consumer which cannot be settled by mutual agreement, the consumer may file a nonjudicial petition with a body commissioned to resolve consumer disputes outside of court such as the Czech Trade Inspection Authority, Central Inspectorate – ADR, registered office Štěpánská 15, 120 00 Prague 2, email: adr@coi.cz, website: adr.coi.cz.

12. PROCESSING OF PERSONAL DATA

- 12.1. As a personal data controller, the Seller processes the personal data of data subjects in accordance with the Regulation of the European Parliament and of the Council (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter "GDPR").
- 12.2. In connection with these Terms and Conditions, the Seller processes and stores the personal data of the data subject in order to fulfill and implement a contractual relationship under the conditions and within the limits established by applicable law, in particular in accordance with the provisions of Article 6, paragraph 1(b) of GDPR.
- 12.3. The personal data of the data subject is processed to the extent of: name, last name, address, email, telephone number.
- 12.4. The personal data is processed for the time necessary to ensure the mutual rights and obligations arising from the implementation and performance of the contract.
- 12.5. The data subject may contact the Seller regarding the processing of personal data in writing to the address of the Seller.
- 12.6. The personal data provided by the data subject is provided by the Seller to other natural or legal persons, public authorities or other entities only in justified cases, for example, if required by applicable law. The Seller does not intend to transmit the personal data to a third country or international organization.
- 12.7. The personal data of the data subject is processed automatically and electronically. The data subject has the right to ask the Seller to provide information on the processing of their personal data.
- 12.8. The data subject has the right to ask the Seller to promptly correct any inaccurate personal data relating to that subject. Taking into account the purpose of processing, the data subject has the right to supplement any incomplete data by providing an additional statement. The data subject has the right to ask the Seller to promptly erase the personal data that concerns the data subject, and the Seller is obliged to erase this personal data immediately unless there are reasons set out in GDPR. The data subject has the right to limit the processing of their personal data by the Seller in the cases provided by GDPR. The data subject has the right to object to the processing of the personal data relating to them. The data subject has the right to obtain the personal data provided to the Seller by them in a structured, commonly used and machine-readable format and the right to pass this data to another controller without the Seller hindering it, as per the cases provided by GDPR. If the data subject believes a violation of the laws relating to the protection of their personal data has occurred, they have the right to file a complaint with any supervisory authority. The supervisory authority in the Czech Republic is the Office for the Protection of Personal Data.

13. KEEPING INFORMATION OF A CONFIDENTIAL NATURE

- 13.1. The Parties agree that for the purposes of these Terms and Conditions all information provided by the Buyer to the Seller (whether provided orally, in writing or in any other form, including electronic data, etc.) under a contractual relationship is subject to protection and is deemed to be confidential (hereinafter "Confidential Information"). Confidential information is considered a trade secret under the provisions of Section 504 of the Civil Code.
- 13.2. The Buyer agrees that:
- a. shall keep Confidential Information in secrecy and shall not provide Confidential Information or any part thereof to a third party unless it has a prior written consent of the Seller to disclose the Confidential Information;
 - b. all measures necessary to prevent the disclosure of Confidential Information will be taken, as well as preventive measures against any unauthorized access to Confidential Information or the use of it by a third party;
 - c. no representations regarding the content or accuracy or other aspects of Confidential Information will be taken towards other parties;
 - d. confidential Information will only be used in connection with the authority arising from these Terms and Conditions, i.e. for their own personal needs; in particular, the Buyer is obligated not to use Confidential Information for their own business, investment or other activities.

14. FINAL PROVISIONS

- 14.1. The Seller may change these Terms and Conditions within a reasonable scope. The Seller is obliged to immediately inform the Buyer about such matters on their website. Sales contracts where the content consists of these Terms and Conditions shall be governed by the wording of the Terms and Conditions valid and effective at the time of concluding the sales contract unless the Buyer and Seller arrange otherwise.
- 14.2. Should any provision become invalid or ineffective due to changes in legal regulations or for other reasons, the other provisions shall remain valid if they do not contradict their purpose and are provisions that cannot be separated from the remaining content of the Terms and Conditions.
- 14.3. These Terms and Conditions are governed by Czech law and any disputes shall be resolved by the District Court in Ostrava or the Regional Court in Ostrava. Should these Terms and Conditions be in a language other than Czech, the Czech version shall prevail.
- 14.4. If the relationship established by the purchase contract contains an international element, such relationship shall be governed by Czech law.
- 14.5. The rights of the Seller arising from the liability for damage or other provisions of the Terms and Conditions, which by their nature survive the termination of the sales contract, remain valid and enforceable after the sales contract expires.
- 14.6. The Seller and Buyer are obliged to minimize any damage, loss or risk within their capabilities.

