

General terms of purchase Bühler CZ s.r.o.

1. General

The contract between Bühler CZ s.r.o. ("Bühler CZ") and the supplier shall enter into force upon receipt of the supplier's written confirmation that he accepts the order received from Bühler CZ ("Confirmation of the Order") without any changes. The order must be acknowledged within 5 days after receipt by signing and returning the enclosed Confirmation of the Order. If this is not done within this period, it is assumed that the order has been accepted without change. By confirmation of the order, the supplier accepts the present General Terms of Purchase. These shall always have priority over any other Terms of Supply of the supplier to the contrary unless the latter have been expressly accepted in writing by Bühler CZ. The same also applies especially to other terms included in the quotations and confirmations of the order of the supplier. All agreements and legally relevant declarations of the contracting parties must be made in writing to be valid.

2. Blueprints, directives and instructions of Bühler, technical documentation and production means

Blueprints, directives and instructions of Bühler, technical documentation such as drawings and calculations, etc. and specimens made available to the supplier by Bühler CZ shall be binding. The supplier shall verify the information provided by Bühler CZ and, in case of doubt, consult Bühler CZ. Bühler CZ reserves all rights on its blueprints, directives and instructions of Bühler, technical documentation, specimens and production means supplied such as models, dies, tools and computer software, etc. These and the copyrights on them are the property of Bühler CZ and shall not be made accessible to third parties, not be duplicated and not be used for any other purposes than the fulfillment of the contract concluded with Bühler CZ without the prior written permission of Bühler CZ. The supplier shall return all blueprints, directives and instructions of Bühler, technical documentation, specimens and production means to Bühler CZ on completion of the supplies or if the contract is cancelled.

3. Delivery dates

The delivery dates specified by Bühler CZ in the order shall be binding. The supplier has to immediately inform Bühler CZ when circumstances making it impossible to keep delivery dates emerge. The delivery dates refer to the supply of the owed subject matter of the contract at the place of performance of the supply. If the delivery date is not observed, Bühler CZ shall be entitled to insist on the fulfilment of the contract or to waive any further supply without granting any extension of the delivery date. In any case, the supplier shall become liable to pay indemnification to Bühler CZ. In the event of a delayed delivery, a penalty amounting to 1% of the order value affected by the delay for each commenced week but not more than 5% of the total order value shall be payable. Payment of the penalty shall not release the supplier from the fulfilment of the rest of the contract. Bühler CZ have a right to demands for any other compensations.

4. Place of performance

Place of performance is the place of transfer of the subject matter of the contract mentioned in the order. The place of performance for the payment is the registered office of Bühler CZ.

5. Transfer of benefit and risk

The benefit and risk of the ordered subject matter defined in the contract shall in no event be transferred to Bühler CZ before delivery at the place of performance mentioned in the order.

6. Shipment, transport and insurance

The shipping and insurance instructions of Bühler CZ shall be observed in shipping and transporting the supplies. The supplier shall be liable both for damage due to improper packing and for damage sustained during transport and intermediate storage. Partial, residual, advance, surplus and reduced shipments shall always be designated as such and shall be allowed only after prior written approval given by Bühler CZ. The shipping papers shall contain the following information: Bühler order no., SD number, Bühler article no., number of packages and dimensions as well as the total gross weight. Direct shipments made to the customer of Bühler CZ shall be realized in a neutral packaging. Shipping papers are not allowed to be attached to the consignment, nor are they allowed to be affixed inside or outside the neutral packaging.

7. Liability for defects, warranty for quality and correction of defects

Bühler CZ is obliged in guarantee period to file a complaints of defects without period limitation for demands. Especially any payment settled by Bühler CZ shall not present any acknowledgement with respect to quantity, price and quality, and shall in no manner affect the right of Bühler CZ to make claims.

The supplier shall warrant that the delivered goods are without of defects for two years after it was started with its use. The supplier has to remove all defects claimed to the end of guarantee period by Bühler CZ immediately upon the first request and without at no cost for Bühler CZ. After repair of defect begins to run again the guarantee period and time to compain of corrected or replaced part.

If the supplier fails to comply with its warranty obligation or it fails to comply completely or delayed, is Bühler CZ competent on own consideration insist on proper removal of the defect, let the defect at the expense of the supplier remove of the third party or to claim a price reduction or return the goods delivered with the fact that the supplier will refund any payment or payments, that have already taken place. In addition, Bühler CZ reserves the right to compensation for damages from the supplier for non-performance or poor performance. In case of litigation with the end customer, the supplier shall immediately, upon the first written notification by Bühler CZ, participate in the litigation. If the supplier does not take part in the litigation, he shall unconditionally accept, in relation to Bühler CZ the actual admissions made by Bühler

CZ in relation to the end customer concerning the contractual subject matter that he has supplied.

8. Technical modifications

Deviations from the agreed technical specifications and other modifications to the subject matter of the contract to be supplied by the supplier after conclusion of the contract shall not be allowed. They require the prior written approval by Bühler CZ.

9. Patents and protective rights

The supplier warrants and claims, that no patent rights, protective rights or other rights of third parties (e.g. computer software copyrights) are violated by the supply or by the utilization of the contractual subject matter supplied, and he shall fully indemnify Bühler CZ against any claims made by third parties. In case of an infringement of patent rights, protective rights or other rights of third parties, Bühler CZ shall be entitled, at its own discretion and regardless of whether the supplier is at fault or not, to cancel the contract and/or to claim damages from the supplier.

10. Safety and accident prevention / Official and legal requirements and regulations

Each supply shall comply with the state of the art, the machine safety laws and the other pertinent laws, standards and guidelines, in particular on safety, accident prevention and on threshold values for radioactivity, each applying at the time of supply. The supplier shall be liable, without any time limit, for any damage resulting from inadequate fulfilment of pertinent laws, standards and guidelines by the supplier or its sub-suppliers.

11. Secrecy

The supplier shall not be allowed, without prior written permission of Bühler CZ, to make any contractual agreements or information of technical or commercial nature that he receives in the context of contract performances, accessible to third parties or to use them for other purposes than for fulfilment of the contract concluded with Bühler CZ. These obligations shall remain valid even after expiration of the contract. If this obligation to maintain secrecy or the restriction of use is violated, Bühler CZ reserves the right to claim damages from the supplier.

12. Advertising

The utilization of an order placed by Bühler CZ, the subject matters of contract supplied within the scope of such an order and the business relations with Bühler CZ for advertising purposes requires the prior written permission of Bühler CZ.

13. Prices

The prices stated in the order of Bühler CZ are fixed prices.

14. Invoicing and due date of payment

Each supply shall be immediately invoiced upon shipment, with a separate invoice being issued in duplicate for each individual order. Unless otherwise agreed upon in writing, and subject to the contractual supply, being free from defects, of the contractually owed subject matter and of the associated documentation in compliance with the contract, the invoice shall fall due within 60 days of presentation. If the subject of the contract or documentation incorrect, the relevant amount become due 60 days after proper remove of defects. Cash-on-delivery consignments or bills of exchange shall not be accepted. Changes in the address for payment shall be reported to Bühler CZ by the supplier in good time and in writing.

15. Rules of conduct / Compliance with legal regulations

The supplier warrants alone and provide, that his employees, managers, clerks, deputies, agents and subcontractors will be in all respects and in any cases follow conventions defined in valid rules of conduct of Bühler CZ. Rules of conduct is available at homepage of Bühler www.buhlergroup.com.

Furthermore the supplier warrants alone and provide, that his employees, managers, clerks, deputies, agents and subcontractors will be conform with valid legal regulations, doesn't matter whether local or foreign inclusive, but not only laws prohibitive corruption and bribery, as well as with anti-bribery and anti-corruption rules of Bühler CZ.

Prohibited are especially:

- Payments for unauthorized services
- Payments for uncharged services
- Payments focused on acceleration of process („facilitating payments“)
- Payments without proof of takeover
- Commission nonconforming of market conditions
- Presents (goods, entertainment, cash payment) exceeding 300 CHF
- Overinvoicing and underinvoicing

16. Other provisions

On basis of prior written application enable supplier to Bühler CZ access to his production facility. Supplier is obligated to check the contractual subject matter to be supplied for completeness, operability and perfect quality. Goods rejected by Bühler CZ shall be sorted out and returned at the supplier's costs and risk. In such a case, the supplier shall effect a compensation delivery without delay.

17. Place of jurisdiction and applicable law

For any dispute resulting from this General terms of purchase will be exclusively solved by the court of justice in the place of the registered office of Bühler CZ and will be follow exclusively by Czech law except in Convention of OSN about contracts about international goods purchase (1980).