

# GENERAL TERMS AND CONDITIONS

**PEBAL s.r.o.**

with registered offices at Vysoká 1297, 330 41 Dobřany, Czech Republic, ID no. 648 30 942, entered in the commercial register maintained by the Regional Court in Pilsen, section C, insert 7252.

## I. Applicability of General Terms and Conditions

These General Terms and Conditions (hereinafter referred to as "**GTC**") govern the mutual rights and obligations of the contracting parties arising in connection with the conclusion of a contract of purchase / for work / for the provision of services between PEBAL s.r.o. in the position of seller / contractor / provider and another contracting party in the position of purchaser / client / customer.

These GTC form an integral part of all contracts of purchase / for work / for the provision of services (regardless of the method of conclusion or their form) concluded between PEBAL s.r.o. and another contractual party. Together with the contract in question, the GTC represent the complete agreement of the contracting parties. By concluding a contract of purchase / for work / for the provision of services with PEBAL s.r.o., the other contractual party confirms that it has familiarized itself with these GTC before concluding the contract in question, accepts them, and will comply with them.

Any oral or written statements, guarantees, negotiations, business contests, notices of intentions, and business practices not expressly stated or included by express reference in the contract of purchase / for work / for the provision of services, or in these GTC will not be binding for either party to the contract. Each of the contracting parties declares that it does not rely on, nor has been influenced by any statements of the other contracting party that are not contained in the contract of purchase / for work / for the provision of services, nor in these GTC. It is expressly stated that the contract of purchase / for work / for the provision of services together with the GTC supersedes all previous written or oral agreements of any nature, commitments, plans, programs, business competitions, notices of intentions, and all other documents related to the supply of goods and other subjects of purchase contracts / construction of work / provision of services between PEBAL s.r.o. and the other contracting party, which were the subject of considerations or negotiations between the contracting parties prior to the conclusion of the relevant contract of purchase / for work / for the provision of services.

In these GTC, the term "goods" refers to the subject of the purchase contract in a broader sense.

In case of contradictions between the concluded contract of purchase / for work / for the provision of services and the provisions of these GTC, the provisions of the contract take precedence over conflicting provisions of the GTC. The contracting parties hereby expressly agree that the terms and conditions of the purchaser / client / customer will not be applied to the contractual relations regulated by these GTC, unless otherwise expressly agreed in the relevant contract of purchase / for work / for the provision of services.

The business terms and conditions of the other contractual party are ineffective and inapplicable for the contractual relations established by the purchase / work / provision of services contract, except in cases where PEBAL s.r.o. expresses its prior express written consent to the application of selected specific provisions of the business terms and conditions of the other contractual party.

These GTC are not governed by the rights and obligations arising from the contract of purchase / for work / for the provision of services in which the contracting parties have expressly excluded their use by special written agreement.

## II. Subject of the GTC

With the contract of purchase / for work / for the provision of services, PEBAL s.r.o. undertakes to deliver goods / perform work / provide a service to the other contracting party, within the scope of its business, based on the orders of the other contracting party. The other contracting party undertakes to take over

the goods / take over the work / use the service and pay the agreed price for the goods / work / service of PEBAL s.r.o.

The conclusion of a contract of purchase / for work / for the provision of services occurs upon confirmation of an order from the other contractual party by PEBAL s.r.o.

If PEBAL s.r.o. accepts the order with additions, reservations, restrictions and/or other changes, the other contractual party is obliged to confirm its disagreement with such changes to PEBAL s.r.o. within 24 hours from the date of delivery of the order with additions, reservations and/or other changes. If the other contracting party does not do so, PEBAL s.r.o. considers the changes as agreed and accepts the order with these changes.

Later order changes, quantity changes and order cancellations will only be acceptable if production has not yet started, and no costs have arisen on the part of PEBAL s.r.o. in connection with the execution of the order. Otherwise, the related costs incurred by PEBAL s.r.o. (including lost profit) will be charged to the other contractual party.

An order can always be cancelled based on a written agreement between the contracting parties.

### **III. Price**

Price means the price of the goods / work / service, unless otherwise agreed in the contract of purchase / for work / for the provision of services.

The price will be agreed between the contracting parties on the basis of the order (regardless of the method or its form), in such a way that PEBAL s.r.o. will also confirm the price in the confirmation of the order. If the other contracting party does not express its disagreement with the price confirmed by PEBAL s.r.o. within 24 hours from the confirmation of the order by PEBAL s.r.o., the price confirmed in the order by PEBAL s.r.o. shall apply. In the event that the price between PEBAL s.r.o. is not expressly agreed by the other contractual party, it applies that the other contractual party orders the goods / work / service at the prices listed in the price list of PEBAL s.r.o. on the day of concluding the purchase / work / provision of services contract.

PEBAL s.r.o. undertakes to deliver goods / perform work / provide a service at the price agreed with the other contracting party or at the price that PEBAL s.r.o. has in its price list on the day of the conclusion of the purchase / work / provision of services contract.

PEBAL s.r.o. is entitled to unilaterally withdraw from the purchase / work / provision of services contract in the event that the prices of energy or raw material inputs or the costs associated with the provision of a service increase by more than 5% compared to the prices of energy or raw materials or the costs associated with the provision services at the time of the conclusion of the purchase contract / for work / for the provision of services.

In accordance with § 1765 para. 2 and § 2620 para. 2 of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as the "**Civil Code**"), the other contracting party assumes the risk of a change in circumstances.

### **IV. Delivery of Goods**

The method of delivery of goods, delivery dates and the place of delivery of the goods are agreed in the purchase contract.

PEBAL s.r.o. is obliged to deliver the goods to the buyer and to enable them to acquire ownership of the goods. PEBAL s.r.o. will ensure that the goods are packed, stored and properly secured for the purpose of transportation.

The place of performance for the delivery of the goods is the place where the goods are handed over to the buyer or the first carrier for transport to the agreed place.

Unless otherwise agreed in the purchase contract, the place of performance is the registered offices of PEBAL s.r.o.

In case of delivery of goods to another place, the buyer is obliged to properly ensure safe access for the means of transport by which the goods are transported from a public road to the place of delivery and the safe departure of the means of transport back to the public road. The buyer is also obliged to ensure the efficient unloading of the goods in such a way that the goods can be unloaded efficiently and as quickly as possible, without the need for interruption, and that their quality is not degraded.

Unless otherwise agreed in the purchase contract, PEBAL s.r.o. is entitled to deviate from the purchase contract with regard to delivered quantity, if the deviation between the quantity stated in the purchase contract and the actual delivered quantity of goods does not exceed 20% of the value stated in the purchase contract. PEBAL s.r.o. is entitled to payment of the purchase price for the goods actually delivered. If PEBAL s.r.o. supplies a larger quantity of goods than it is obliged to supply according to the purchase contract, the buyer is entitled to refuse acceptance of the surplus at the time of taking over the goods. If the buyer does not do so when taking over the goods, i.e. if they do not state this in writing in the delivery note or other document, it is valid that the buyer has accepted the excess amount of goods and is obliged to pay the purchase price for them determined from the unit price agreed in the purchase contract.

Unless otherwise agreed in the purchase contract, PEBAL s.r.o. is entitled to deliver goods even before the specified delivery date. PEBAL s.r.o. is entitled to deliver even only part of the goods, and the buyer may not refuse this partial fulfilment of the purchase contract.

The buyer is obliged to accept the delivered goods and to confirm acceptance in the delivery note or in other transport or delivery documents. They are obliged to do so even if they have reservations about the delivery of the goods or the goods themselves. The buyer is obliged to state all reservations in the delivery note.

If the buyer is in arrears with taking over the goods, PEBAL s.r.o. is entitled, at its discretion, either to store the goods at the buyer's expense and risk, or to withdraw from the purchase contract in whole or in part. In the case of the storage of goods, the third calendar day following the day of storage is considered the day of delivery of the goods. In such a case, the buyer, in addition to their obligation to pay the purchase price, is obliged to pay the seller any costs incurred in connection with the storage of the goods. Claims of the contracting parties are governed by the provisions of the Civil Code.

In case of a delay by PEBAL s.r.o. in the delivery of goods, the buyer is entitled to withdraw from the purchase contract only if, after the delay, they duly call on the seller to fulfil their obligations, assign them an additional reasonable period, which must not be shorter than 14 working days, and the seller does not deliver the goods in such an additional period. The buyer is obliged to notify the seller of their intention to withdraw from the purchase contract in their invitation. In the event of non-notification of the possibility of withdrawal from the concluded purchase contract, the buyer does not have the right to withdraw from the purchase contract.

However, the seller is not in default of their obligation to deliver the goods on time if such a delay is caused by facts that occur independently of the seller's will (so-called force majeure). As such, the contracting parties consider in particular decisions or other measures of public administration, strikes, lockouts or other traffic restrictions on the roads in question, as well as other accidental and objectively unavoidable events occurring on the part of the seller or its contractual partners, the performance of which is causally related to the performance obligation of the seller towards the buyer.

The deadline for the delivery of goods is automatically extended in the event of (i) the buyer's delay in payment of (a) the purchase price or its part, (b) any additional costs for which the seller is entitled under the purchase contract or these GTC, (c) compensation for damages for which the seller has a claim under the purchase contract or these GTC; (ii) the buyer's delay in fulfilling any of their obligations stated in the purchase contract or these GTC that condition the seller's fulfilment, e.g. the submission of technical documents and other documents, drawings or proposals; (iii) force majeure according to the previous paragraph; and (iv) suspension of the seller's obligations under purchase contracts pursuant to Article VII, paragraph 8 of the GTC; for a reasonable and reasonable time taking into account the

seller's current capacity capabilities, but at least for the time of the buyer's relevant delay, duration of force majeure or suspension of the seller's obligations under the purchase contract.

Delivery is deemed to have been completed when the buyer takes over the goods at the place of delivery and confirms the delivery note, or when the buyer refuses to take over the goods or did not take over goods at the place of delivery of the goods, or the moment the buyer refuses to confirm the delivery note. The buyer is bound by the confirmation of the delivery note by a person present at the place of delivery goods.

Risk of damage to the goods passes to the buyer at the time the buyer takes over the goods from the seller or when the seller hands them over to the first carrier who provides transportation for the buyer. Damage to the goods that occurred after the transfer of risk to the buyer does not affect their obligation to pay the purchase price.

This section of the GTC applies appropriately to legal relationships arising from concluded contracts for work.

## **V. Acquisition of Ownership**

Ownership of the goods delivered to the buyer based on the purchase contract and these GTC shall be acquired by the buyer upon payment of the entire purchase price. Until the transfer of ownership rights, the buyer is obliged not to interfere in an unreasonable manner with the seller's ownership rights and, at the request of the seller, to protect their ownership rights. The buyer is entitled to handle the goods (process, sell, use for their own needs, etc.) only after acquiring ownership, unless expressly agreed otherwise in writing.

This section of the GTC applies appropriately to legal relationships arising from concluded contracts for work.

## **VI. Services**

This section of the GTC regulates the rights and obligations arising from contracts for the provision of services or otherwise designated contracts, the subject of which is the provision of any service for a fee, the performance of any activity or work with an intangible result, e.g. transport of goods, storage of goods, modification and processing of graphic designs, preparation of printing forms, etc. (hereinafter referred to as the "**service**"), concluded between PEBAL s.r.o. as a service provider and the other contractual party as a customer of services. As a rule, services are provided in connection with the conclusion of a purchase/work contract.

The price for the provision of the service is negotiated by the contracting parties in the contract. If the price is not explicitly stated in the contract, the price of the service corresponding to the current practice of the contracting parties, taking into account inflation, is considered to be the decisive price. If this is not the previous practice of the contracting parties, the decisive price is considered to be the price at which PEBAL s.r.o. usually provides comparable services to its other customers at the time of concluding the contract in question, in particular the price stated in the current PEBAL s.r.o. price list.

Unless expressly agreed otherwise, the price for the provision of the service is stated without VAT and PEBAL s.r.o. is entitled to add VAT to this price in the amount specified by law.

PEBAL s.r.o. is obliged to provide services with all professional care, properly, and within the period agreed in the confirmed order.

The customer is obliged to create proper conditions for the provision of the service and to provide PEBAL s.r.o. without delay with the cooperation necessary for the proper provision of the service, in particular they are obliged to provide complete, true and understandable information in a timely manner. If, with regard to the nature of the agreed services, it is necessary for PEBAL s.r.o. to act on behalf of the customer, the customer is obliged to secure the necessary authorization for the provider in a timely manner, in particular to issue a power of attorney.



If the service consists of the transport of goods, after handing over the goods for transport, PEBAL s.r.o. will send the customer an e-mail message about the handover of the goods for transport, indicating the date of handover and the specification of the carrier. The service is deemed to have been provided when PEBAL s.r.o. or its authorized carrier offers the transported goods for collection by the customer, or another carrier designated by the customer at the agreed place of delivery and on the agreed date.

If the service consists of another activity, PEBAL s.r.o., after carrying out all the agreed activities, will notify the customer of the completion of the provision of services at least in electronic form and, depending on the nature of the service, invite the customer to take over the output of the service. The service is considered to have been provided at the time of sending the notification of the completion of the provision of services to the customer.

The customer is obliged to check whether the services were provided in accordance with the contract immediately after the provision of the service, no later than within 3 calendar days, and to notify PEBAL s.r.o. of any obvious defects in writing. Otherwise, the services, or their results and outputs, are considered to be without obvious defects. The customer is obliged to notify PEBAL s.r.o. of hidden defects in writing without undue delay after the hidden defect has become apparent. Unless otherwise agreed between the contracting parties, PEBAL s.r.o. does not provide a guarantee for the quality of services, or their results. The written notice of defects in the service must contain at least the date of conclusion of the contract on the basis of which the service was provided, the invoice designation, the date of payment of the price for provision of the service, and a detailed written description of the defect.

PEBAL s.r.o. will duly assess notified defects in the service and, within 30 days from the notification of the defect in the service, inform the customer whether it recognizes the defect or not. If the notification of a service defect does not contain all the aforementioned details, the customer will be asked to supplement it, and the deadline for assessing the service defect is extended by the time during which the customer will eliminate any shortcomings in the service defect notification.

PEBAL s.r.o. will remove properly notified service defects that it recognizes within a reasonable time, taking into account the nature of the defect.

If the customer makes unauthorized claims of liability for service defects, they are obliged to compensate all costs incurred by PEBAL s.r.o. in connection with the assessment of these claims.

Other sections of these GTC shall be applied appropriately to the provision of services.

## **VII. Payment Terms and Penalties for Late Payment**

Unless otherwise agreed in the contract (order), the other contracting party is obliged to pay PEBAL s.r.o. for the delivered goods / delivered work / provided service a price in the amount determined by the agreement of the contracting parties according to Article III, paragraph 2 of these GTC.

PEBAL s.r.o. is entitled to issue and hand over to the other contracting party a tax document (invoice) either at the time of the delivery of the goods / handing over the work / provision of the service or at any time afterwards. In the case of partial performance, PEBAL s.r.o. is entitled to invoice the other contractual party for the performance in proportion to the total price. The invoice must contain tax details. PEBAL s.r.o. is also entitled to send the invoice to the other contracting party in electronic form.

The other party to the contract is obliged to pay the price of the goods / work / service within the terms agreed in the contract of purchase / work / provision of services. If the deadline is not agreed in the contract in question, the other party is obliged to pay the price after the delivery of the goods / handover of the work / provision of the service, no later than 14 days from the date of operation.

The other contractual party is obliged to fulfil all monetary claims of PEBAL s.r.o. in cash at the headquarters of PEBAL s.r.o. or by bank transfer to the bank account indicated on the invoice. The moment of payment of the invoiced amount is considered to be the moment when the relevant amount has been fully credited to the bank account of PEBAL s.r.o.

Bank fees associated with non-cash payments to the account of PEBAL s.r.o. are paid by the other contractual party. The contracting parties expressly agree that the other contracting party will not be entitled to any benefits in the event that it pays the price or part of it before its due date.

The contracting parties expressly agree that the other contracting party is not entitled to withhold any payment of any part of the price due to defective performance towards PEBAL s.r.o.

If the other contracting party is in default with the payment of its obligation to PEBAL s.r.o., PEBAL s.r.o. is entitled to withdraw from the concluded contract.

PEBAL s.r.o. is entitled to suspend the performance of all its contractual obligations towards the other contractual party until full payment of all its due claims owed to the other contractual party. In such a case, the other contractual party will be obliged to compensate PEBAL s.r.o. for all damages, costs and expenses incurred by PEBAL s.r.o. in this context.

In the event of a delay in payment of the price, the other contractual party is obliged to pay PEBAL s.r.o. contractual interest in the amount of 0.1% of the amount due for each day of delay.

### **VIII. Warranties, Conditions for the Storage of Goods**

PEBAL s.r.o. is obliged to deliver the goods in the quality agreed in the purchase contract. Unless otherwise agreed, the delivered goods must have the usual characteristics, which means quality in accordance with the relevant corporate standard of the seller in accordance with the management system according to ČSN EN ISO 9001:2009 and must correspond to the usual quality of the given processing technology, the agreed material used, and the quality of the input production documents handed over to the buyer. By signing these GTC, the buyer declares and confirms that, before signing, they have familiarized themselves with the relevant company standards of the seller, which regulate the quality of manufactured goods, including tolerated manufacturing deviations.

The buyer is obliged to carry out a goods inspection at the time of delivery. The buyer is obliged to point out any defects in the goods that can be detected during inspection in the delivery note. In the same way, they are obliged to complain about the delivery of a different type of goods than those ordered or the delivery of an obviously different quantity of goods than those ordered.

The buyer is obliged to notify the seller of other defects without undue delay after they have been detected later by exercising professional care, no later than 10 days from the date of delivery of the goods. These defects must be claimed in writing at the seller's registered offices. Notification of defects must contain the number of the purchase contract (or order, invoice), a description of the defect and/or an exact determination of how the defect manifests itself, the method of its detection, the number of defective pieces, all possible markings of the defective goods for their identification by reference to pallet and inspection sheet, and photo documentation of the defective goods. When claiming defective goods, the buyer is obliged to provide the seller with a sample of the defective goods together with the written claim.

If the defect is not reported in time within the aforementioned deadlines, all rights of the buyer associated with the defect in question shall cease. If the buyer does not report the occurrence of a defect in accordance with the previous paragraph within the period specified therein, they will be responsible for all damages caused to goods and other property of the buyer or third parties.

In the event of a defect, the buyer is obliged to leave the goods in the state in which the defects were discovered for the time reasonably necessary to review the existence and assessment of the defects by the seller. The buyer cannot claim rights from defective performance if they release the delivered goods at risk of deterioration, or mix them with other similar goods, or use them in such a way that the causes of the defect will be impossible or difficult to ascertain, or if the goods are loaded onto a contaminated means of transport.

If the buyer is going to check the quality of the goods by means of quality tests or tests of physical, mechanical, chemical or other properties, they are obliged to invite the seller's representative in writing to perform this test well in advance; if they do not do so, this test will not be recognized by the seller.

The buyer has claims from properly exercised rights from defective performance according to the relevant provisions of the Civil Code, with the proviso that, in the event of a defect, they are obliged to specify to the seller a reasonable period in which the seller will either deliver replacement goods or the defects will be remedied. The period granted in this way must not be shorter than 30 days. Only in the event that this period expires in vain due to facts on the seller's side, the buyer has the right, under the conditions established by the Civil Code, either to demand a discount on the purchase price of the goods, or to withdraw from the purchase contract. If the defects concern only part of the delivered goods, the buyer is entitled to withdraw from the purchase contract only partially to the extent corresponding to the defective quantity of goods. The buyer is not entitled to offset any claims from defective performance against the seller's claims for payment of the purchase price.

The buyer is obliged to provide the seller with all cooperation necessary to properly remedy the defect free of charge.

The seller provides a guarantee for quality only if this is agreed in writing or if the seller declares it in writing in a unilateral legal act, notably in the technical data sheet (TDS).

The buyer is obliged to store the goods purchased from the seller in a dry and tempered warehouse, where the internal temperature of the warehouse never falls below 5 degrees Celsius and does not rise above 25 degrees Celsius and at 40-65% relative air humidity. The buyer is obliged to protect the purchased goods from harmful effects, such as thermal radiation, direct sunlight, mechanical damage, the influence of organic substances, solvents and other chemical substances, etc. The buyer may not store the seller's products in an open warehouse. In the event of a breach of any of the buyer's obligations described in this paragraph, the seller is not responsible for any defects in the delivered goods.

If the material is delivered to the buyer for further production, the delivered material must be stored in the production hall where the production will start and tempered at least 24 hours before the start of production under the conditions described in this section.

This section of the GTC applies appropriately to legal relationships arising from concluded contracts for work.

## IX. Other Arrangements

PEBAL s.r.o. has entered into a joint performance contract with the company EKO-KOM, as and fulfils its obligations to ensure the return collection and use of packaging waste in accordance with § 13 paragraph 1 letter c) of the Packaging Act and joined the EKO-KOM Combined Fulfilment System under client number **EK-P 03020038**.

The other contractual party agrees to **the limitation of damages**, i.e. that the responsibility of PEBAL s.r.o. towards the other contractual party for any damages, including all contractual fines, responsibility for payment of any subsequent damages, including lost profit, which may arise to the other contracting party during the performance of the contract of purchase / for work / for the provision of services from one or more violations of contractual or legal obligations on the part of PEBAL s.r.o., **may not exceed twenty-five percent (25%) of the price excluding VAT**. Damage limitation will not apply if the damage was caused intentionally or through gross negligence.

By withdrawing from the contract, the contract in question for the purchase / for work / for the provision of services expires. Withdrawal or any other way of terminating the contract for the purchase / for work / for the provision of services, however, does not extinguish (i) claims for compensation for damage caused by breach of the contract in question, (ii) claims for payment of contractual fines or interest for late payment according to the contract in question or these GTC, (iii) monetary claims of PEBAL s.r.o. from the other contractual party arising on the basis of or in connection with the contract in question, (iv) agreement on choice of law and dispute resolution, (v) provisions that resolve relations between the

contracting parties after withdrawal from the contract in question, (vi) provisions relating to such rights and obligations, the nature of which imply that the contracting parties are bound even after the termination of the contract in question.

After withdrawal from the contract, the mutual claims of the contracting parties will be resolved in the following manner:

It applies that in the event of a valid withdrawal from the purchase contract, the buyer will retain the goods to which they have already acquired ownership rights and will be further obliged to take over all goods that have already been delivered in accordance with the purchase contract and these GTC, and further, if technically possible, also all goods in the development phase. According to the previous sentence, the buyer will be obliged to pay the seller in accordance with the purchase contract for all goods, if they have not already done so. The costs incurred by the seller in connection with withdrawal from the purchase contract shall be borne by the buyer. This paragraph shall apply mutatis mutandis to withdrawal from the work contract.

PEBAL s.r.o. is not bound by any codes of conduct in relation to the other contractual party in the sense of the provisions of § 1826 paragraph 1 letter e) of the Civil Code.

PEBAL s.r.o. declares that all copyrights related to the use of its data or texts that the other contracting party provided to PEBAL s.r.o. as a basis for the production of goods will be retained by PEBAL s.r.o.

The other contracting party bears all responsibility for the observance and protection of copyright, license or similar third-party rights. In particular, the other contractual party declares that it will only place data, text, images, fonts, or other material in the order, to which it has the rights to use either itself, or has the consent of their author or authorized owner to use them. In the event that this statement of the other contractual party proves to be untrue at any time, the other contractual party is obliged to compensate PEBAL s.r.o. for all damages caused by the falsity of this statement by PEBAL s.r.o. In the sense of this agreement, damage means in particular any sanctions imposed on the basis of decisions of state administration bodies, courts or authorities, but also all costs of PEBAL s.r.o. associated with defence against these decisions, including costs associated with legal representation, payment of court or administrative fees, costs for preparing expert opinions, etc.

If the other contracting party supplies PEBAL s.r.o. with printing plates or any materials for the production of printing plates, PEBAL s.r.o. is not responsible for any damage caused by the use of these printing plates.

If the other contracting party approves the correctness of proofreading, PEBAL s.r.o. bears no responsibility for damage caused by the use of the printing form produced according to said approved proofreading.

The contracting parties acknowledge and accept that inconsistencies in hues of paint, material or printing ink compared to the hues on samples or in hue tables provided by the manufacturers cannot be completely excluded. If the deviations in the colour hue are within tolerances foreseen by the manufacturer, this is not a defective performance and the other contracting party is not entitled to withdraw from the contract due to such deviations, nor are they entitled to exchange goods or a price discount. In the event of numerical discrepancies (differences in paint hue, colour of raw materials or inks), PEBAL s.r.o. reserves the right to deviate from manufacturer specifications by  $\pm 5\%$ . Proper processing of the order, i.e. proper fulfilment of the subject of the contract, is considered to be the production of goods within the permissible tolerances listed above.

Approval proofs will be delivered before the start of each printing run and the price will be calculated based on the actual time spent on preparation. The customer will be responsible for printing errors made on the basis of approved proofs. All changes to the order communicated by telephone must be confirmed in writing by the contracting parties before printing. If PEBAL s.r.o. provides technical advice, written or verbal, to the other contracting party, it does so to the best of its knowledge; at the same time, the other contracting party accepts that this advice is only provided as a non-binding recommendation and shall not lead to the emergence of liability on the part of PEBAL s.r.o. Assurance about the specific characteristics of the delivered goods and compliance with manufacturing instructions must be made in



writing and submitted with the order confirmation. Guidelines related to technical standards will be used as production instructions.

The other party to the contract agrees that in the event of loss of data files during processing, PEBAL s.r.o. is not responsible for damages associated with the creation of documents for the order (data preparation).

PEBAL s.r.o. is entitled at any time to refuse an order of goods and the processing of goods, and to halt processing if it contains images or other material that is in conflict with generally binding legal regulations and general rules of morality - in particular pornography, child pornography, depicted violence against people or animals, etc.

## **X. Protection of Personal Data**

PEBAL s.r.o. declares that it considers all personal data of the other contracting party to be confidential and will only be used to carry out the performance of the contract in question. None of the provided personal data will be published or provided to a third party, with the exception of a situation related to the protection of the rights and legitimate interests of PEBAL s.r.o., distribution or payment systems related to ordered goods, i.e. communication of name, surname, delivery address, telephone number, email address, account number.

PEBAL s.r.o. declares that it collects the personal data of the other contracting party for the purpose of concluding and fulfilling the contract of purchase / for work / for the provision of services.

In the event that PEBAL s.r.o. collects personal data of persons for the purpose of sending business communications, it always does so only on the basis of prior interest on the part of said person, who for this purpose has granted PEBAL s.r.o. free informed written consent.

Each commercial communication of PEBAL s.r.o. gives the subscriber of commercial communications the opportunity to unsubscribe from their subscription, including simple instructions on how to unsubscribe from the subscription.

All entities whose personal data are processed by PEBAL s.r.o. have the right to access their personal data. Access to personal data means the right of the data subject, based on their active request, to obtain from the controller, namely PEBAL s.r.o., information about whether or not their personal data is being processed and, if so, the personal data subject has the right to obtain this personal data. PEBAL s.r.o. is obliged to provide requested information without undue delay, but no later than one month after receiving a request.

At the same time, the subject of personal data has the right to obtain the following information from PEBAL s.r.o., as administrator: the purpose of processing, the category of personal data, the recipients to whom personal data have been or will be made available, the planned period for which personal data will be stored, and also has the right to correction, or addition, the right to erasure, the right to portability, the right to restrict processing, the right to request an explanation and the removal of a defective condition, and the right to file a complaint with the supervisory authority, namely the Office for Personal Data Protection.

The personal data of other contracting parties and recipients of business communications are collected and processed only by PEBAL s.r.o., respectively by authorized employees and sales representatives with the exception of the transfer of personal data to carriers during the delivery of ordered goods and with the exception of the transfer of personal data in cases of enforcement of rights and the legitimate interests of PEBAL s.r.o. PEBAL s.r.o. has concluded processing contracts with carriers in order to ensure the protection and security of transferred personal data. All persons to whom PEBAL s.r.o. gives access to personal data are obliged to handle this personal data in a manner that is in accordance with applicable legal regulations.

PEBAL s.r.o. uses cookies and similar active components when operating the online store at [www.pebal.cz](http://www.pebal.cz). Cookies are used to improve the functionality of websites, to evaluate traffic, and to optimize marketing activities. Cookies are small text files that are stored by a browser locally on the

computer on which the website is displayed. Cookies do not serve or enable the personal identification of website users. If the website visitor does not agree to the collection of cookies, they can prevent their collection by changing their browser settings, or by activating an anonymous browsing function in their browser.

PEBAL s.r.o. ensures that the processing of personal data at PEBAL s.r.o. is always legitimate and based on legal entitlement for processing. PEBAL s.r.o. always clearly defines the purpose of processing personal data and all methods, forms, scopes of processing, and the period of data retention are always appropriate to the purpose of processing. PEBAL s.r.o. properly secures and protects personal data with organizational and technical measures to the extent appropriate to the risk of processing. The processing of personal data is carried out fairly, correctly and transparently towards the natural persons concerned, the information about processing is clear, unambiguous and understandable to the extent appropriate to the specific situation. After fulfilling the processing purpose, PEBAL s.r.o. disposes of personal data.

## **XI. Final Arrangements**

If the contract of purchase / for work / for the provision of services or these GTC for a specific contractual provision, condition or term does not expressly stipulate otherwise, any changes to the contract for purchase / for work / for the provision of services can only be made in the form of a written, numbered and dated amendment, which must be duly signed by persons authorized to act on behalf of the contracting parties .

In accordance with the provisions of § 89a of the Code of Civil Procedure, the local jurisdiction of the materially competent court in Pilsen is negotiated for all disputes arising in connection with the contractual relationships to which these GTC apply, while in the case of the jurisdiction of the District Court as a court of first instance, the local jurisdiction of the District Court is negotiated the Court of Pilsen - South.

Legal relations between the participants are governed by the Czech legal system, excluding conflicts of norms.

If there are several participants on the other side of the contract, they are obliged to fulfil all their obligations from the purchase / work / service contracts concluded with PEBAL s.r.o. jointly and severally. Any of the participants acting on behalf of the other contractual party is entitled to demand from PEBAL s.r.o. that it fulfils its obligations, and PEBAL s.r.o. will fulfil its obligations from the contracts of purchase / for work / on the provision of services by performance towards any of the participants acting on behalf of the other contracting party.

The individual provisions of the contract of purchase / for work / for the provision of services and these GTC are independent of each other. If any provisions of the purchase / work / service provision agreement or these GTC are found to be inadmissible, invalid or unenforceable, such provision will not affect the validity or enforceability of the other provisions of the purchase / work / service provision contract or these GTC. The contracting parties hereby undertake to replace all impermissible, invalid and unenforceable provisions of the contract of purchase / for work / on the provision of services and these GTC with provisions and conditions that are permissible, valid and enforceable, the meaning and purpose of which will be as close as possible to the original impermissible, invalid or unenforceable provision .

PEBAL s.r.o. is entitled to make changes to the GTC at any time. Newly concluded contracts of purchase / for work / for the provision of services will always be governed by the current version of the GTC. The new wording of the GTC will apply to already concluded purchase / work / service contracts, if both contracting parties agree to it.

These GTC become valid and effective on the day they are published on the website of PEBAL s.r.o. at [www.pebal.cz](http://www.pebal.cz).

In Dobřany on (date) 1.1.2023



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**PEBAL s.r.o.**  
**Jozef Oleár, Managing Director**