

GENERAL TERMS AND CONDITIONS

REACTIO25 s.r.o., IČ: 224 244 91

Kroftova 3370/20, 150 00 Praha 5, Česká republika

I. Area of adjustment

- 1.1 REACTIO25 s.r.o. (hereinafter referred to as the Supplier), within the scope of its business, supplies chemical substances (hereinafter referred to as the Goods) to third parties, entrepreneurs, also within the scope of their business activities (hereinafter referred to as the Customers).
- 1.2 In accordance with the provisions of Section 1751 et seq. of Act No. 89/2012 Coll., the Civil Code, these General Terms and Conditions (hereinafter referred to as General Terms and Conditions) form part of the purchase or other contract concluded between the Supplier and the Customer.
- 1.3 These General Terms and Conditions shall apply to all business relations with Subscribers - entrepreneurs. The Supplier is entitled to unilaterally change the General Terms and Conditions. The Supplier shall inform the Customer of such change on its website. If the Subscriber does not agree with the change of the General Terms and Conditions and informs the Supplier of its disagreement without undue delay, the existing version of the General Terms and Conditions shall be binding for the Subscriber. If the Subscriber does not notify the Supplier of its disagreement, it shall be deemed to have accepted the new wording.
- 1.4 These General Terms and Conditions shall be exclusive; any terms and conditions of the Customer which have not been expressly accepted in writing by the Supplier and which are not in accordance with the Supplier's General Terms and Conditions shall not apply.

II. Conclusion of the contract

- 2.1 All quotations made by the Supplier are subject to adjustment and are non-binding. The same applies to catalogues, technical documentation, samples and other information on the Goods provided by the Supplier, unless they have been expressly marked as binding by the Supplier.
- 2.2 The Purchase Contract between the Supplier and the Customer is concluded in accordance with Sections 2079 et seq. of the Civil Code.
- 2.3 The Purchase Contract is concluded on the basis of an order from the Customer, either in writing or by e-mail. This order shall be considered a binding offer to conclude the contract. The Purchase Contract is concluded at the moment of confirmation of the order by the Supplier, which may be made in writing or by e-mail.
- 2.4 In the order confirmation, the Supplier shall confirm the subject matter of the Purchase Contract, the price of the Goods, the expected delivery date, the Goods and the place and method of delivery of the Goods.
- 2.5 In the event that the Supplier's order confirmation contains changes or reservations to the Customer's order, the Contract shall be concluded when the Customer agrees to the change in terms. This consent may be given in writing or by email or telephone.
- 2.6 The Customer is only entitled to unilaterally cancel the order if the notice of cancellation is received by the Supplier earlier or at least at the same time as the order. The notice of cancellation may be given in writing or by e-mail.
- 2.7 Deviating provisions contained in the contract (if agreed by both parties) shall prevail in the event of a conflict with these General Terms and Conditions.

III. Prices, payment terms

- 3.1 The Supplier's prices (net) are ex works, exclusive of applicable VAT and exclusive of packing and shipping costs, unless otherwise expressly agreed in writing with the Customer. Unless otherwise provided by law, the Supplier shall not be obliged to repurchase or take back from the Customer any packaging material for the Goods supplied. The Supplier shall also be entitled to refuse to accept the returned packaging material if the packaging is contaminated, damaged or has not been freed from any foreign matter or has not been sorted according to the individual packaging forms.
- 3.2 The Supplier shall be entitled to adjust the price accordingly if there is an unforeseen reduction or increase in costs after the conclusion of the contract, in particular in the event of a change in the original acquisition costs, material costs, etc. This applies, inter alia, in the event of the introduction and/or increase of tax or customs duties, an increase in the cost of transport and/or insurance of the Goods, a surcharge for high or low delivery volumes, etc. The Supplier shall provide the Customer, at the latter's request, with the relevant documents for such increased costs.
- 3.3 The price of the Goods shall be payable on the basis of an invoice issued by the Supplier within 15 days of the date of the invoice by bank transfer to the account specified in the invoice, unless otherwise expressly agreed between the Customer and the Supplier. The purchase price shall be deemed paid on the date of crediting the amount corresponding to the invoiced amount to the Supplier's bank account.
- 3.4 In the event of delay in payment by the Purchaser, the Purchaser shall pay the Supplier default interest at the rate of 0.05% of the amount due for each day of delay. On the first day of the Customer's default in payment, the Supplier shall be entitled to enforce its claim, either judicially or out of court. The Supplier shall be entitled to charge the Customer for all costs of such recovery, including legal and accounting costs in the event of judicial or extrajudicial recovery, at the Supplier's option, at the rate paid by the Customer or at the rate provided for by law.
- 3.5 In the event of default by the Purchaser in payment of any obligations to the Supplier, the Supplier shall be entitled to withhold deliveries not yet made without this constituting a breach of contract by the Supplier.
- 3.6 Any set-off of a claim or exercise of a right of retention by the Customer shall only be possible with the express written consent of the Supplier.
- 3.7 If it becomes apparent after the conclusion of the Contract that the right to payment of the price of the Goods may be in jeopardy (for example, as a result of the commencement of enforcement or insolvency proceedings by the Purchaser), the Supplier shall be entitled to withdraw from the Contract with effect from the date of delivery of the withdrawal to the Purchaser.
- 3.8 If after the conclusion of the Contract any customs duties, anti-dumping duties, countervailing duties, import or export charges, tariffs or other similar governmental charges affecting the Goods are introduced, increased or applied retroactively, the Supplier shall be entitled to adjust the purchase price accordingly and invoice the Customer for such additional costs. The Customer shall be obliged to pay such additional amounts even if such duties or charges are imposed retroactively on Goods already delivered or invoiced.

IV. Delivery conditions

- 4.1 Unless otherwise specified in these General Terms and Conditions or in the Contract, the terms and conditions of delivery shall be those of INCOTERMS in force on the date of conclusion of the Contract.
- 4.2 Delivery of the Goods shall be made ex warehouse. At the express request of the Customer, the Goods may be shipped at the Customer's expense and responsibility to another location designated by the Customer. In such case, the Supplier is entitled, at its discretion, to choose the type of transport (in particular the transport company, route and packaging).

If a different place of delivery has been so agreed, the Goods shall be deemed to have been delivered upon delivery of the Goods to the Customer or to the first carrier for transport. The Goods shall only be insured at the express request and expense of the Customer.

- 4.3 If the intended purpose of the order is fulfilled by the Customer even without significant additional cost realizable also on the basis of partial deliveries, the Supplier is entitled to fulfill the order by partial deliveries. The Supplier shall inform the Customer in advance that the Goods will be delivered in partial deliveries.
 - 4.4 If the Supplier's order confirmation does not expressly state delivery dates and/or delivery times as binding, then any dates and/or delivery times in the Supplier's order confirmation shall be deemed to be indicative only.
 - 4.5 The Supplier shall deliver the Goods ordered to the Customer within the agreed time and in the agreed manner. The Supplier shall not be liable for delays in delivery caused by circumstances beyond the Supplier's control, nor for delays in delivery caused by the carrier or a third party Supplier.
 - 4.6 Delivery times shall be extended by the period of the impediment for which the Goods could not be delivered, in particular in case of force majeure or other unforeseeable circumstances beyond the Supplier's control, including delays on the part of third party Suppliers, etc. The Supplier shall inform the Purchaser of such impediment in writing at the same time as it informs the Purchaser of the expected duration of the impediment. In the event that the duration of such impediment exceeds six months, both parties shall be entitled to withdraw from the Contract. In such a case, the parties shall return the performance already received.
 - 4.7 In the event that the Customer suffers damage as a result of a delay caused by circumstances on the part of the entity from which the Supplier ordered the Goods, the Parties agree that the Customer shall pursue its claim for damages directly against that entity and not against the Supplier. The Supplier shall provide the Customer with the necessary assistance to assert such claim.
 - 4.8 The Supplier shall not be liable in any way for delays if these are due to the need to comply with statutory conditions, in particular European REACH standards.
 - 4.9 The Customer shall take delivery of the ordered Goods at the agreed time and place of delivery. If the Customer fails to take delivery of the Goods at the agreed time and place, the risk of damage to the Goods shall pass to the Customer if this has not already occurred. In such case, the Customer shall bear the costs of any unsuccessful attempt to deliver the Goods. At the same time, the Customer shall be obliged to pay the Supplier a contractual penalty in the amount of the costs of the futile attempt to deliver the Goods. This is without prejudice to the Supplier's right to compensation for any damages incurred.
 - 4.10 In the event that the Customer is in default in taking delivery of the Goods and the Supplier holds or stores the Goods for the Customer, the Supplier shall be entitled to retain the Goods until the Customer has reimbursed the Supplier for the costs incurred by the Supplier in storing the Goods.
 - 4.11 The Supplier shall be entitled to suspend or refuse delivery of the Goods if there is reasonable suspicion that the performance of the delivery may violate applicable sanctions laws, export control regulations, embargoes or other trade restrictions. Such suspension shall not constitute a breach of contract by the Supplier.
- ### V. Transition of the risk of damage
- 5.1 The risk of damage to the Goods shall pass to the Customer when the Goods are handed over to the first carrier to transport the Goods for the Customer. In the case of direct collection of the Goods by the Customer from the Supplier, the risk of damage to the Goods shall pass to the Customer upon receipt of the Goods. The Purchaser hereby assumes the risk of change of circumstance within the meaning of Section 1765(2) of the Civil Code.
 - 5.2 Damage to the Goods that occurs after the risk of damage has passed to the Customer shall not affect the Customer's obligation to pay the agreed purchase price.
 - 5.3 If damage to the Goods occurs after the Goods have been handed over to the carrier, the carrier shall be solely liable for such damage.
 - 5.4 The Supplier shall not be liable for damage incurred during transport.
- ### VI. Liability for defects
- 6.1 The Supplier warrants to the Customer that the Goods conform to the agreed technical specification for the length of time stated on the packaging of the Goods. The Customer shall only be entitled to claim for Goods supplied if the Goods do not conform to the agreed technical specification. The warranty period shall commence from the date of delivery of the Goods to the Customer.
 - 6.2 Liability for defects shall not apply to defects which are caused after the risk of damage to the Goods has passed by external events and are not caused by the Supplier.
 - 6.3 The Supplier shall not be liable for improper or incorrect use of the Goods by the Customer. Similarly, the Supplier shall not be liable in any way for any improper workmanship of the Goods or for any result or feature of the workmanship of the Goods or product which in its other form, properties or intended use does not conform to the Purchaser's idea.
 - 6.4 The Customer shall inspect the Goods immediately upon receipt and shall immediately, and within 10 days at the latest, complain in writing to the Supplier about any defects. The Buyer shall immediately, and no later than 10 days after discovering any defects during the warranty period, complain in writing to the Supplier.
 - 6.5 The Goods complained of must be separated from the rest of the Goods delivered.
 - 6.6 The Customer shall describe the defect in detail in the notice of claim. The Customer shall enable the Supplier to assess the validity of the claim and shall provide the Supplier with all necessary assistance to do so, including allowing the Supplier to inspect the claimed Goods. The Supplier shall make a decision on the claim for Goods and the manner of its settlement within 30 days after the Buyer has been given the opportunity to assess the validity of the claim.
 - 6.7 If the defect has been caused by one of the Supplier's third party Suppliers and if the Customer can reasonably be required to do so, the Customer shall pursue the defect claims with that third party Supplier. For the purpose of such claims, the Supplier hereby assigns to the Purchaser all related rights and claims necessary to assert defects against the third Supplier. Only in the event that the Purchaser is not entitled to assert these rights directly against the third Supplier may they be raised against the Supplier.
 - 6.8 The Purchaser's rights in respect of defects in the Goods shall be extinguished if the Purchaser fails to disclose the defects in the manner described above to the Supplier without delay after the Purchaser discovers the defects or after the Purchaser should and could have discovered the defects by the exercise of professional care. The Purchaser's rights arising from defects in the Goods shall also be extinguished if the Purchaser fails to fulfil other obligations under this Article VI, in particular if the Purchaser fails to provide the Supplier with the necessary cooperation to assess the validity of the defect.
 - 6.9 The foregoing obligation shall also apply to a higher or, on the contrary, lower quantity of Goods, or a mismatch in the type of Goods, in relation to the Goods ordered by the Customer. However, the Buyer shall be obliged to complain to the Supplier about such discrepancy in quantity or type no later than the day after delivery of the Goods.

- The Customer accepts deviations (in accordance with normal commercial practice) of +/- 10% compared to the quantity of Goods ordered which may arise for safety reasons or from the manner of delivery of the Goods in containers or transport vehicles and the Customer agrees that the invoice for such Goods shall be reduced or increased accordingly.
- 6.10 Where a defect has been duly notified to the Supplier with an accurate description by the Customer, the Supplier shall be entitled, at its option, either to remedy the defect within a reasonable time or to re-deliver the Goods without defect, including repeatedly. If the defect has been properly identified, then the related costs of rectification of the defect or redelivery shall be borne by the Supplier. If the defect cannot be remedied, the Customer shall be entitled, subject to any other legal conditions, to demand a reasonable reduction in price or to withdraw from the contract.
- 6.11 The Purchaser shall pay the price of the Goods charged by the Supplier's invoice within the due date even if it has exercised liability rights against the Supplier for defects in the Goods. In the event that the Customer is in default in payment of the invoice for the Goods in respect of which the Customer has asserted a defect liability claim, the Supplier shall not be obliged to settle the claim until the amount due has been paid.
- 6.12 The Buyer shall, at the Supplier's request and within a reasonable period of time specified by the Supplier, withdraw the Goods from the market on grounds of public interest if the Goods are defective, dangerous or likely to cause damage or injury. The costs of doing so shall be borne by the Supplier or the third party Supplier responsible for the reason for which the withdrawal is necessary.
- 6.13 The Customer acknowledges that the Supplier has no control over the use, processing, storage or further distribution of the Goods after delivery. The Customer is solely responsible for determining the suitability of the Goods for its intended purpose and for ensuring the safe use, processing, handling and storage of the Goods in compliance with all applicable laws, regulations and technical standards. The Supplier shall not be liable for any damages, losses or claims arising from improper use, processing, formulation or further distribution of the Goods by the Customer or any third party.
- 6.14 The Customer shall handle the Goods in accordance with applicable legal regulations and with due regard for the protection of health and the environment.
- VII. Responsibility**
- 7.1 Claims for damages against the Supplier may only be made in accordance with the provisions of this Article VII, any other claims are excluded.
- 7.2 The Supplier shall be liable in accordance with the statutory provisions for culpable loss of life, personal injury, fraud and in the event of wilful or grossly negligent breach of the Supplier's material contractual obligations. If the Supplier has assumed a guarantee for a characteristic of the Goods, it shall be liable in accordance with the statutory provisions and these General Terms and Conditions. The same applies to claims arising from statutory product liability.
- 7.3 Any other liability of the Supplier for damage or injury, including loss of profit or other indirect damage or injury to the Customer is excluded.
- 7.4 The amount of liability for damages shall be limited to the amount of normally foreseeable damages for a similar contractual relationship and at the same time shall not exceed an amount equal to the price paid by the Customer for the Goods.
- 7.5 If the Supplier also provides technical information or consultancy services to the Customer and such provision of information or consultancy services is not within the contractually agreed scope, the Supplier shall provide such services to the exclusion of all liability.
- 7.6 The above exclusions and limitations of liability shall also apply to the executive bodies, statutory bodies, employees and any other authorised representatives of the Supplier.
- VIII. Withdrawal from the contract**
- 8.1 The Purchaser shall be entitled to withdraw from the Contract only for cause and in accordance with the terms of clauses 4.6 and 6.10 above or in the event of a material breach of the Supplier's obligations, provided that the other statutory conditions for withdrawal are met.
- 8.2 Supplier shall be entitled to withdraw from the Contract in the cases provided for by law, these General Terms and Conditions, in the event of a material breach of the terms and conditions by the Customer, in the event of the Customer entering into liquidation, and in the event that enforcement or insolvency proceedings are commenced in relation to the Customer.
- 8.3 Unless otherwise specified, in the event of withdrawal from the Contract, the withdrawing party shall be entitled to reimbursement of reasonable costs incurred in the performance of the obligations under the Contract prior to such withdrawal.
- IX. Reservation of title**
- 9.1 Title to the Goods shall not vest in the Customer until the purchase price has been paid in full within the meaning of Section 2132 of the Civil Code.
- 9.2 In the event of breach of contractual obligations by the Customer, in particular in the event of default in payment of the purchase price, the Supplier shall be entitled to remove the Goods from the Customer. In this case, the request for the return of the Goods shall also constitute a notice of withdrawal from the contract. The Supplier is subsequently entitled to sell the Goods and to apply the proceeds of the sale, less reasonable costs associated with such sale, against any related claims of the Customer following withdrawal.
- 9.3 Until the Goods are paid for in full, the Customer shall be the mere custodian and holder of the Goods, the Customer shall not be entitled to use the Goods as payment or collateral and shall store and mark the Goods in such a manner that they are clearly identified as the Supplier's property. In the event of seizure of the Goods, execution, insolvency or similar proceedings, the Customer shall inform the relevant executor, insolvency administrator or other authorised person of the existing retention of title and provide them with all relevant documents relating to the Goods.
- 9.4 The Customer shall be entitled to resell the Goods in accordance with the terms and conditions of normal business. However, in such a case, the Customer shall, at the Supplier's request, assign to the Supplier, up to the amount of the invoiced purchase price, all claims for payment of the Goods by a third party, whether or not the Goods have been further processed. However, the Purchaser shall still be obliged to duly recover the purchase price from the third party and pay the price to the Supplier.
- 9.5 Until full payment of the purchase price, the processing or evaluation of the Goods shall always be carried out by the Customer on behalf of the Supplier. In the event that the combination of the Goods with other materials results in another product, the Supplier shall automatically become a co-owner thereof with a share according to the proportion of the Goods and other materials used.
- 9.6 The Purchaser shall insure the Goods which have not been fully paid for and are subject to retention of title against normal risks and shall provide evidence of the insurance of the Goods to the Supplier. The Purchaser shall at the same time assign to the Supplier all insurance related claims to which the Purchaser would be entitled.
- 9.7 The Supplier shall be entitled to require the Purchaser to provide security. In the event that the value of the security exceeds the value of the Supplier's claim by more than 25%, the Supplier shall release or return the excess security at the request of the Customer, but the Supplier shall retain the choice of security.
- X. Force Majeure**
- The Supplier shall be relieved of liability and shall not be obliged to perform any obligation in relation to the Customer in the event of an obstacle caused by force majeure including, but not limited to, terrorist attack, explosion, fire, flood, riot, strikes, epidemics, governmental measures, lockouts or other operational measures, transport failure, import or export restrictions, embargoes, damage to equipment, breach of duty by a third party Supplier, etc..
- XI. Commitment to confidentiality**
- The Subscriber is obliged to maintain confidentiality and not to disclose to third parties any facts concerning the conclusion of the contractual relationship as well as the content of the contract with the Supplier, including pricing and other conditions, without the prior written consent of the Supplier. The obligation of confidentiality shall continue even after the termination of the specific contractual relationship.
- XII. GDPR**
- The Supplier is obliged by law to protect and secure the personal data provided by the Customer natural person or persons representing the Customer. For more detailed information on data protection see on www.reactio25.com.
- XIII. Other provisions**
- 13.1 The rights and obligations of the Customer under the contractual relationship with the Supplier established by the Contract and these General Terms and Conditions may not be assigned or encumbered by the Customer in favour of a third party without the written consent of the Supplier.
- 13.2 Legal actions, notices or other communications, including any notices, contemplated under these General Terms and Conditions may be made between the parties in writing, by communication to a data box or by e-mail.
- 13.3 The Supplier shall deliver any documents addressed to the Customer to the Customer's data box at the address of the Customer's registered office registered in the Commercial Register or place of business registered in the Trade Register, unless the Customer requests in writing that the Supplier deliver the document to another address.
- 13.4 If the Customer fails to receive a registered document at the address of the registered office / place of business registered in the trade register or at the delivery address notified to the Supplier, the document shall be deemed to have been delivered upon the expiry of three days from the date of deposit of the document at the post office.
- 13.5 The governing law for the application and interpretation of these General Terms and Conditions shall be the law of the Czech Republic, without giving effect to its conflict of law provisions. The application of the Vienna Convention on the International Sale of Goods of 11 April 1980, as amended, is expressly excluded.
- 13.6 Any disputes between the parties shall be resolved amicably in the first instance. If an amicable solution cannot be reached, the dispute shall be submitted to a court of law for decision. In the event of a court dispute, the Customer and the Supplier agree on the local jurisdiction of the District Court for Prague 5 or the Municipal Court in Prague, if the dispute is a dispute falling in the first instance under the jurisdiction of the regional courts.
- 13.7 For the avoidance of any doubt, both the Supplier and the Customer expressly confirm that they are entrepreneurs and that they enter into the contractual relationship in the course of their business activities and that the Customer is therefore not entitled to consumer rights within the meaning of the Civil Code. Neither of the parties considers itself to be the weaker party, either in terms of the obligations created by the contract or in terms of the procedure which led to its conclusion, or in terms of the content of the contract, and further declare that the economic benefits of the contract correspond to what each of the parties has contractually undertaken.
- 13.8 If any provision of the Contract or these General Terms and Conditions is or becomes invalid or ineffective, the invalidity or ineffectiveness of that provision shall not invalidate the Contract or these General Terms and Conditions as a whole or any other provision to the extent that such invalid or ineffective provision is severable from the remainder of the Contract or these General Terms and Conditions.
- 13.9 The Customer declares that it has duly read these General Terms and Conditions, that it has understood their contents and that the meaning of all provisions and clauses has been sufficiently explained to it and that it accepts them in full and without reservation, which it confirms by entering into the Contract, at the latest at the time of acceptance of the Goods. The Customer further declares that these General Terms and Conditions do not contain any clause or provision which is incomprehensible or particularly disadvantageous to the Customer or which the Customer could not reasonably expect within the meaning of Sections 1753 and 1800 of the Civil Code.
- 13.10 In the event of a conflict between the language versions of the General Terms and Conditions, the Czech version shall prevail.
- 13.11 The current version of the General Terms and Conditions is always available on the Supplier's website.
- XIV. Trade Compliance**
- 14.1 The Customer shall comply with all applicable international trade laws and regulations, including in particular export control laws, trade sanctions, embargoes and similar restrictions imposed by the European Union, the United States of America or other competent authorities.
- 14.2 The Customer represents and warrants that the Goods shall not be directly or indirectly sold, transferred, exported or re-exported to any country, entity or person subject to trade sanctions or export restrictions.
- 14.3 The Customer shall indemnify and hold the Supplier harmless from any losses, damages, penalties or liabilities arising from any breach of these obligations.
- XV. Ethical and Responsible Conduct**
- 15.1 The Customer acknowledges that the Supplier applies principles of ethical, responsible and sustainable business conduct, in particular with regard to compliance with applicable laws, environmental protection, human rights and anti-corruption, in accordance with the Supplier's Code of Ethics available on the Supplier's website.
- 15.2 The Customer undertakes to act in accordance with these principles and shall refrain from any conduct that could lead to their breach.
- 15.3 In the event of a serious or repeated breach of these principles by the Customer, the Supplier shall be entitled to withdraw from the Contract.