**GENERAL TERMS AND CONDITIONS OF SALE**

**Ref. No. 230425**

## General Terms

* 1. These general terms and conditions for purchase agreements (the “Terms”) of AGRIWELL s.r.o., Company ID: 288 82 202, with its registered office at Plzeňská 3351/19, Smíchov, 150 00 Prague 5, Czech Republic, registered in the Commercial Register maintained by the Municipal Court in Prague, file number C 150860 (the “Seller”), govern, in accordance with Section 1751 of Act No. 89/2012 Coll., the Civil Code (“CC”), the mutual rights and obligations of the contracting parties arising from a purchase agreement concluded between the Seller and another individual or entity (the “Buyer”).
	2. These Terms form an integral part of the purchase agreement concluded between the Buyer and the Seller. The purchase agreement may include provisions that deviate from these Terms. In case of any conflict, the provisions of the purchase agreement shall prevail over those of these Terms.
	3. These Terms are binding on both the Buyer and the Seller and shall take precedence over and replace any terms or prior agreements of the Seller related to the subject matter of the purchase.
	4. By entering into the purchase agreement, the Seller undertakes to deliver the ordered goods to the Buyer and to transfer the ownership of such goods to the Buyer, while the Buyer agrees to accept the delivered goods and to pay the purchase price to the Seller.

## Seller’s Obligations and Warranties

* 1. The Seller warrants that the subject of purchase (the “Goods”) corresponds to the description provided in the purchase agreement and that the quality parameters of the Goods comply with the purchase agreement, and unless otherwise specified therein, follow AGRIWELL’s product specifications.
	2. The Seller guarantees that the Goods are sold to the Buyer free from any liens or encumbrances and with full ownership rights (unless otherwise explicitly stated in the purchase agreement).
	3. The Seller shall ensure that the Goods are properly packed and secured to enable delivery in good condition to the agreed delivery location.
	4. The Seller warrants that it will comply with all applicable laws and regulations in delivering the Goods, including all laws and regulations related to imports, exports, environmental protection, and personal data protection.
	5. Any third-party products sold by the Seller may be subject to their own warranties, and the Seller shall fully transfer such warranties to the Buyer. The enforcement of such warranties shall be conducted directly between the Seller and the third party.
	6. This warranty clause serves as a supplement to, and not a replacement for, any warranties and services provided in the purchase agreement, offered by the Seller, or required by applicable laws.

## Purchase Price and Payment

* 1. The price of the Goods shall be the price stated in the purchase agreement. The price includes packaging costs, delivery costs to the agreed delivery location, insurance, customs duties and fees, and applicable taxes, including but not limited to value-added tax, sales tax, or excise duties. No price increase shall be permitted due to increased costs of materials, labor, transport, or otherwise, unless previously agreed in writing by the Buyer.
	2. The Seller shall issue an invoice strictly in accordance with the purchase agreement and these Terms. The invoice may be sent by email or post at the sole discretion of the Seller.
	3. Unless otherwise specified in the purchase agreement, the Buyer shall pay the Seller all duly invoiced amounts within 14 days from receipt of the invoice.
	4. All payments under such an agreement shall be made in euros by bank transfer or by another method agreed between the Buyer and the Seller.
	5. The date of payment shall be deemed the date on which the amount is credited to the Seller’s account.

## Delivery

* 1. The Goods shall be delivered to the address specified in the purchase agreement, unless otherwise agreed between the parties.
	2. The Seller shall deliver the ordered quantity of Goods to the Buyer on the date(s) specified in the purchase agreement or on another date mutually agreed in writing. Timely delivery of the Goods is essential.
	3. The Seller shall inform the Buyer once the Goods have been handed over to a commercial carrier. The Seller shall provide the Buyer with all documents necessary for the transfer of the Goods immediately after handing them over to the carrier.
	4. The Goods must be packaged in such a way as to ensure that they are delivered in undamaged condition. The Goods must be labeled in accordance with all applicable laws, standards, and regulations.
	5. Ownership of the Goods shall transfer to the Buyer upon full payment of the purchase price. The Seller shall bear all risks of loss or damage to the Goods until the moment of delivery to the delivery location.
	6. The Buyer is obliged to inspect the quality of the delivered Goods upon delivery, particularly with regard to their overall appearance, presence of foreign materials, pests, excessive moisture, and other sensory characteristics that can be verified without laboratory testing. If the Goods delivered by the Seller do not comply with the purchase agreement, whether due to quality, quantity, or suitability for the intended purpose, the Buyer must notify the Seller of such discrepancies by email immediately upon delivery, but no later than within 10 working days. The Seller shall not be liable for defects or claims made by the Buyer more than 10 working days after the delivery of the Goods.
	7. The Buyer has the right to cancel the delivery of a specific shipment no later than 72 hours before the agreed arrival time of the vehicle for unloading. In case of cancellation within a shorter time frame, the Buyer agrees to reimburse the Seller for vehicle preparation costs in the amount of one hundred fifty (150) EUR.
	8. The standard unloading time for a vehicle is set at twenty-four (24) hours from the moment of its arrival at the unloading location. If unloading exceeds this time limit, the Seller is entitled to charge a fee of one hundred fifty (150) EUR for each commenced twenty-four (24) hour period of delay.
	9. The Buyer is obliged to inform the Seller of any changes to the agreed delivery date no later than 48 hours prior to the originally agreed arrival date. If the Buyer fails to do so, the Seller is entitled to impose a penalty of one hundred fifty (150) EUR.
	10. If the Buyer changes the unloading address less than 48 hours before the previously agreed arrival time, the Seller has the right to claim compensation for the additional distance. The costs for the additional distance will be charged at the rate of one euro and fifty cents (1.50 EUR) per kilometer.
	11. Claims relating to damaged packaging, loss of goods during transportation, or insufficient packaging will only be accepted within twenty-four (24) hours after unloading. The Buyer must state the reasons for the claim in the CMR consignment note, provide photographic evidence of the damaged goods, and, in case of discrepancies in weight, present a weight certificate.
	12. In case of a discrepancy between the quantity of goods stated in the CMR and the actual weight, where such discrepancy does not exceed one hundred (100) kilograms, the final weight shall be deemed to be the weight stated in the transport documents, unless otherwise specified in the delivery terms agreed in the contract.

## Non-Conforming Goods

* 1. The Buyer has the right to inspect the entire Goods or a sample thereof on the day of delivery.
	2. If the Seller determines that the Goods are non-conforming either before or after dispatch to the Buyer, the Seller shall immediately notify the Buyer, who will then assess the non-conformity and determine the appropriate course of action.

## Penalties

* 1. In the event of overdue payment (whether an advance or a subsequent payment), the Buyer is obligated to pay the Seller a penalty of 0.4% for each day of delay, calculated on the total unpaid purchase price. Payment of the penalty does not relieve the Buyer of the obligation to fulfill the terms of the agreement or to compensate the Seller for any losses incurred as a result of the delayed payment.

## Liability

* 1. The Buyer shall not be liable to the Seller for any delay or failure to fulfill obligations under the purchase agreement if such delay or failure is caused by events or circumstances beyond the Buyer’s reasonable control, without fault or negligence on the part of the Buyer, and which could not have been reasonably foreseen, or which, although foreseeable, were unavoidable. Such events include, but are not limited to, force majeure or acts of public enemies, government restrictions, floods, fires, earthquakes, explosions, epidemics, wars, invasions, terrorist acts, riots, strikes, embargoes, or industrial shutdowns.
	2. The Seller shall not be held responsible for delivery delays if such delays are caused by the shipping company. In such cases, the shipping company shall bear responsibility for the delay.

## Termination

* 1. The Seller is entitled to withdraw from this agreement if the Buyer is more than 14 days late with any payment. Notice of termination may be sent to the Buyer by email or by post at the sole discretion of the Seller.

## Governing Law and Jurisdiction

* 1. The interpretation, implementation, and execution of the purchase agreement shall be governed by the laws of the Czech Republic.
	2. The contracting parties shall make every effort to resolve any disputes amicably.
	3. The courts of the Czech Republic shall have exclusive jurisdiction to settle any dispute arising between the contracting parties concerning the implementation and interpretation of this Agreement or any other related disputes. If, under Czech law, a district court is competent, the competent court for any dispute related to this Agreement shall be the District Court for Prague 1. If a regional court is competent, the competent court shall be the Municipal Court in Prague.

## Confidentiality

* 1. Each party undertakes not to disclose, under any circumstances, any confidential information relating to the purchase agreement, business, matters, customers, clients, or suppliers of the other party, or any member of the group of companies to which the other party belongs.
	2. If personal data is shared by one party, the receiving party must comply with all applicable data protection laws.
	3. Neither party may use confidential information relating to the other party for any purpose other than to fulfill its obligations under the purchase agreement.

## Final Provisions

* 1. The Seller is entitled to unilaterally amend these Terms. The Buyer shall be informed of such changes via email. If the Buyer does not agree with the amendment, they have the right to withdraw from the purchase agreement within 14 days of receiving the notice of changes.
	2. All notices required under this agreement must be made in writing and shall be deemed delivered if sent by certified or registered mail, or delivered personally to the addresses of the parties stated in the purchase agreement. If either party designates another address for the delivery of such notices, or if the Terms or the purchase agreement specify an alternative method of delivery, the notices shall be delivered accordingly. If the Terms or the purchase agreement provide for delivery by email, the notice shall be sent to the email addresses specified in the purchase agreement.
	3. The Buyer may not assign their rights or obligations to another person without the prior written consent of the Seller.
	4. No modification or amendment to the purchase agreement shall be binding on the Seller unless expressly agreed in writing by the Seller and the Buyer.
	5. If any provision or part of a provision of the purchase agreement is found to be invalid, unlawful, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, lawful, and enforceable. If such modification is not possible, the relevant provision or part thereof shall be deemed deleted. Any such modification or deletion shall not affect the validity and enforceability of the remaining provisions of the purchase agreement.

	Prague, 23 April 2025