**GENERAL TERMS AND CONDITIONS FOR PURCHASE CONTRACTS**

**№ 160719**

1. **General conditions** 
   1. These General terms and conditions for purchase contracts (“**Terms**”) of AGRIWELL s.r.o., ID number: 288 82 202, address: Plzeňská 3351/19, Smíchov, 150 00 Praha 5, Česká republika, registered by Commercial register maintained by Municipal court in Prague, section C, insert 150860 (“**Seller**”), regulate under the section 1751 of Act No. 89/2012 Coll., the Civil Code (“**CC**”) mutual rights and obligations of the contracting parties arising from the purchase contract concluded between the Seller and another person or company (“**Buyer**”).
   2. These Terms form an integral part of the purchase contract concluded between the Buyer and the Seller. It is possible to negotiate provisions deviating from the Terms in the purchase contract. Different arrangements in the purchase contract take precedence over the provisions of these Terms.
   3. These Terms are binding between the Buyer and Seller and supersede and replace any Seller terms and conditions or previous agreements for the subject of purchase.
   4. By the purchase contract, the Seller undertakes to deliver the ordered goods to the Buyer and to transfer the ownership right to the Buyer and the Buyer undertakes to take over the delivered goods and to pay the Seller the purchase price for it.
2. **Seller’s obligations and warranties**
   1. The Seller warrants that the subject of purchase (“**Goods**”) corresponds with the description in the purchase contract and any applicable specifications.
   2. The Seller warrants that it sells the Goods to the Buyer free from all liens and encumbrances and with full title guarantee (unless otherwise expressly stated in the purchase contract).
   3. The Seller shall ensure that the Goods are properly packed and secured in such a manner as to enable them to reach their destination in good condition.
   4. The Seller warrants that it will comply with applicable laws and regulations in supplying the Goods, including without limitation all import, export, environmental and data privacy laws and regulations.
   5. Any third party products sold by the Seller may carry their own warranties and Seller shall pass through to Buyer any and all such warranties to the fullest extent. Exercise of such warranty shall be directly between Seller and the third party provider.
   6. This warranty clause is in addition to and not to the exclusion of any warranty or service guarantee stated in the purchase contract, offered by the Seller or implied or required by applicable law.
3. **Purchase price and payment**
   1. The price of the Goods is the price stated in the purchase contract. The price includes all packaging, transportation costs to the delivery location, insurance, customs duties and fees and applicable taxes, including, but not limited to, all value- added taxes, sales, use or excise taxes. No increase in the price is effective, whether due to increased material, labor or transportation costs or otherwise, without Buyer’s prior written consent.
   2. Seller shall issue an invoice only in accordance with the purchase contract and these Terms. The invoice can be sent by e-mail or by post according sole Seller´s decision.
   3. Except as otherwise set forth on the face of the purchase contract, Buyer shall pay all properly invoiced amounts due to Seller 14 days after Buyer’s receipt of such invoice.
   4. All payments hereunder will be in euros and made by wire transfer or as may otherwise be agreed between Buyer and Seller.
   5. The day of crediiting the paid amount on the Seller’s account shall be considered the payment day.
4. **Delivery**
   1. Goods shall be delivered to the address specified in the purchase contract unless agreed otherwise.
   2. Seller shall deliver the Goods in the ordered quantities on the date(s) specified in the purchase contract or as otherwise agreed in writing by the parties. Timely delivery of the Goods is of the essence.
   3. Seller shall give notice of shipment to Buyer when the Goods are delivered to a commercial carrier. Seller shall provide Buyer all shipping documents necessary to release the Goods to Buyer promptly after Seller delivers the Goods to the transportation carrier.
   4. Goods must be packed for shipment in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Goods shall be marked and labeled in compliance with all applicable laws, standards and regulations.
   5. Title passes to Buyer upon paying whole price of the Goods. Seller bears all risk of loss or damage to the Goods until delivery of the Goods to the delivery location.
   6. The Buyer is obliged to control the quality and amount of the Goods at the moment of delivery. In the event the Goods delivered by the Seller do not conform with the purchase contract whether by reason of not being of the quality or in the quantity or measurement stipulated or being unfit for the purpose they are required, the Buyer is obliged to notify this finding by e-mail to the Seller immediately after the delivery, no later than 24 hours after the delivery. The Seller is not responsible for any defects or claims which will be claimed by the Buyer to the Seller more than 24 hours after the delivery.
5. **Nonconforming Goods**
   1. Buyer may inspect all or a sample of the Goods on the delivery date.
   2. If the Seller identifies nonconforming Goods prior to or following shipment to Buyer, Seller shall notify Buyer immediately. Buyer will evaluate the nonconformance and determine appropriate disposition.
6. **Penalties**

In case of expiration of payment time-limit (either down payment or second payment) the Buyer is obliged to pay to the Seller the penalty of 0,4 % for each day of delay from the total amount of non-paid purchase price. The payment of penalty does not release the Buyer from the discharge of the obligation by this contract and compensation of caused losses.

1. **Responsibility**
   1. The Buyer shall not be liable to the Seller for any delay or failure in performing his obligations under the purchase contract to the extent such delay or failure is caused by an event or circumstance that is beyond the Buyer’s reasonable control, without such Buyer’s fault or negligence, and which by its nature could not have been foreseen by the Buyer or, if it could have been foreseen, was unavoidable. These events include, but are not limited to, acts of God or the public enemy, government restrictions, floods, fire, earthquakes, explosion, epidemic, war, invasion, hostilities, terrorist acts, riots, strikes, embargoes or industrial disturbances.
   2. The Seller is not responsible for the delay in delivery if a forwarding company is responsible for the delay**.**
2. **Termination**

The Seller is entitled to withdraw from this Contract if the Buyer delays any payment by more than 14 days. The withdrawal can be sent by e-mail or by post according to sole Seller´s decision.

1. **Governing law and jurisdiction**
   1. The laws of the Czech Republic govern the interpretation, implementation and construction of the purchase contract.
   2. The contracting parties shall attempt to resolve all disputes in an amicable manner.
   3. The Courts of the Czech Republic have exclusive jurisdiction to settle any dispute that arises between the Contracting Parties regarding the implementation or interpretation of this Contract or regarding any other issues in connection with this Contract. If a district court (*okresní soud*) is a competent court according to the Czech law, the District Court for Prague 1 (*Obvodní soud pro Prahu 1*) shall be the competent court for any dispute in connection with this Contract. If a regional court (*krajský soud*) is a competent court according to the Czech law, the Municipal Court in Prague (*Městský soud v Praze*) shall be the competent court in connection with this Contract.
2. **Confidentiality**
   1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the purchase contract, business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs.
   2. Where personal data is shared by either party, the receiving party shall comply with applicable data protection laws.
   3. No party shall use any other party's confidential information for any purpose other than to perform its obligations under the purchase contract.
3. **Final provisions**
   1. The Seller is entitled to modify the Terms unilaterally. Such modification shall be notified to the Buyer by e-mail. Should the Buyer does not agree with the modification, the Buyer is entitled to withdraw from the purchase contract within 14 day after the delivery of the notice.
   2. All notices to be given hereunder shall be in writing and shall be deemed to be given when mailed by certified or registered mail, or personal delivery, to the addresses of the parties specified in the purchase contract unless either party shall specify to the other party a different address for the giving of such notice, unless the Terms or the purchase contract specifies different way of delivery of the notices. Where the Terms or purchase contract specify the e-mail as the way of delivery notices, the e-mail shall be sent to e-mail addresses specified in the purchase contract.
   3. The Buyer will not assign its rights or subcontract its duties without the Seller’s written consent.
   4. No change to or modification of purchase contract shall be binding upon the Seller unless expressly agreed to in writing by the Seller and the Buyer.
   5. If any provision or part-provision of the purchase contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the purchase contract.
   6. If the purchase contract (including Terms) is drawn up in multiple languages and any provisions of its particular versions contradict each other, the English version of the contract shall have priority.

Prague, 15July 2019