

## TERMS AND CONDITIONS FOR THE SALE OF GOODS valid from 1 July 2025

### 1. Introductory Provisions

- 1.1. These terms and conditions for the sale of goods (hereinafter the “Terms and Conditions”) govern business relations between **Sklopísek Střeleč a. s.**, registered office: Hrdoňovice 80, 507 45 Újezd pod Troskami, Czech Republic, business ID number: 44795688, tax ID number: CZ44795688, registered with the Regional Court in Hradec Králové under file ref. B1093 (hereinafter the “Seller”) and its customers during the sale of goods (hereinafter the “Buyer”), that are concluded pursuant to Act No. 89/2012 Coll., the Civil Code, as amended.
- 1.2. These Terms and Conditions apply to all business transactions agreed between the Seller and the Buyer, unless otherwise agreed or regulated by a contract.

### 2. Subject of Sale, Conclusion of the Purchase Contract

- 2.1. The subject of the sale is quartz sand (hereinafter the “Goods”). In the case of sale of the Goods on wooden Euro pallets (hereinafter the “Pallet”), the Pallets are the subject of sale, in the case of Pallet exchange, a handling fee (hereinafter the “Fee”) is the subject of sale. For information on current prices and availability of the Goods, payment terms and conditions, sale and repurchase prices of Pallets and the amount of the handling Fee, the Seller provides information on [obchod@sklopisek.cz](mailto:obchod@sklopisek.cz), on [sales@glassand.eu](mailto:sales@glassand.eu) or on the telephone numbers listed on the website [www.sklopisek.cz](http://www.sklopisek.cz) or [www.glassand.eu](http://www.glassand.eu)
- 2.2. Unless otherwise agreed in the purchase contract (hereinafter the “Contract”), the quality of the Goods corresponds to the currently valid company standards, which are freely available on the company’s website.
- 2.3. For the determination of the obligations of the parties to the Contract, written form (e-mail) concluded between the Buyer and the Seller is decisive. The Buyer is obliged to include in the Contract identification data, a contact person, the exact specification of the Goods and type of packaging, the quantity in tons and the required date of shipment. A proposal by either party to amend a draft Contract submitted by the other party is always considered a new draft Contract.
- 2.4. A price offer submitted by the Seller to the Buyer is not a proposal to conclude a Contract.
- 2.5. When selling against payment in cash or by card at the Seller’s registered office, the Contract is concluded orally by taking delivery of the Goods and making payment. In this case, the Seller does not require an order to be sent. It is essential that the Buyer learns in advance about the availability of the Goods and their current prices.

### 3. Purchase Price, Payment Terms and Conditions

- 3.1. The prices of the Goods, the prices of the Pallets and the Pallet exchange Fee, which is valid only for the sales on the Czech market, are provided by the Seller to the Buyer upon request. For cash sales, sales prices including value added tax are available at the Seller’s premises.
- 3.2. The prices of the Goods are set at the FCA parity at the Seller’s plant (INCOTERMS®2020), i.e. including loading on the means of transport and excluding transport. A separate Contract may be agreed according to the Seller’s options for delivery of Goods, including transport or delivery via a consignment warehouse established on the Buyer’s premises. Value added tax is added to the prices at the statutory rate currently in force.

- 3.3. The price of packaged Goods includes the price for the actual weight of the Goods with a tolerance of  $\pm 3\%$ , as well as the price of packaging (bulk bags or sacks). When Goods are shipped on the Seller's Pallets and the Buyer does not have Pallets to exchange, the current sale price of the Pallets is invoiced in addition to the price of the Goods. Undamaged Pallets are repurchased by the Seller by prior agreement for the repurchase price, but within a maximum of 30 days of the date of their sale. It is also possible to exchange Pallets on the day of shipping. Such Pallet exchange is subject to the Fee, see paragraph 6, subparagraph 6.3.
- 3.4. The Buyer undertakes to pay the Seller the purchase price specified in the Contract, based on a full tax document issued by the Seller (hereinafter the "Invoice").
- 3.5. The due date for Invoices is specified in the Contract. If the due date is not specified in the Contract, it is set at 14 days after the date the Invoice is issued.
- 3.6. Payment is deemed to have been made when the full invoiced amount is credited to the Seller's bank account.
- 3.7. In the event of default by the Buyer with the payment of any amounts due under the Contract, the Seller is entitled to request and the Buyer is obliged to pay statutory late charges on the amount due at the repo rate set by the Czech National Bank for the last day of the calendar half-year preceding the calendar half-year in which the default occurred, increased by eight percentage points.
- 3.8. If the Buyer defaults on the payment of any amounts due under the Contract, the Seller is entitled to stop further deliveries of the Goods under the Contract with immediate effect or to withdraw from the Contract. It informs the Buyer about the stoppage of deliveries by e-mail. Failure to deliver pursuant to the preceding sentence is not a breach of the Contract and the Seller is not liable for damages caused to the Buyer.

#### **4. Accompanying Documents**

- 4.1. The Seller hands over a delivery note for the Goods to be shipped, containing at least the designation of the Buyer, the type of Goods, the quantity and other agreed data. The currently valid documents on the nature and characteristics of the Goods are freely available at [www.sklopisek.cz](http://www.sklopisek.cz) and [www.glassand.eu](http://www.glassand.eu). In the case of an express agreement with the Buyer, the Seller also hands over other documents.
- 4.2. The sale of goods out of the Czech rep., the Buyer is obliged to confirm the delivery of the Goods and send the confirmed delivery note back to the Seller.

#### **5. Invoicing - Payment Methods**

- 5.1. Payment in cash - takes place upon receipt of the Goods at the Seller's headquarters only in CZK.
- 5.2. Payment by card - takes place upon receipt of the Goods at the Seller's headquarters only in CZK.
- 5.3. Proforma Invoice - payment in advance, the Goods are shipped after payment of the proforma Invoice.
- 5.4. Invoicing - the Invoice is issued after the Goods are shipped and sent to the Buyer with a due date.

#### **6. Methods of Packaging of Goods, Transport and Storage**

- 6.1. Bulk Goods are delivered without packaging.
- 6.2. Dried and ground Goods can be delivered packaged. The basic sales unit of packaged Goods is 1 ton. The packaging for bagged Goods is a paper or plastic bag according to the current range. Bags are always shipped on a Pallet. Other packaging is in the form of big bag weighing 1 t. Dried sand in a bag can be shipped without a Pallet, ground sand in a bag is always on a Pallet. In the case of a request for the sale of packaged Goods in quantities of less than 1 ton, only sale of bagged Goods is possible. Piece sales of bagged Goods are made according to the Seller's current available inventories.
- 6.3. Charge for Pallet exchange (valid for the Czech market only). Pallet exchange is only possible on the day the Goods are shipped, when the Buyer brings the Pallets for exchange, or exchange is possible through the Buyer's Pallet account. If the Buyer does not have Pallets to exchange or does not have a sufficient number of Pallets in its Pallet account at the time of shipment, the current selling price for a Pallet for the number of Pallets not exchanged is invoiced in addition to the price of the Goods. The sales of packaged goods out of the Czech Republic are not possible with Pallet exchange.
- 6.4. A necessary condition for the acceptance of Pallets by the Seller is their perfect condition and cleanliness. The dates of deliveries and the numbers of Pallets on the Pallet account must be agreed in writing in advance by the Seller.

**6.5.** Packaging materials and packaging placed on the market by the Seller in the Czech Republic are packaging within the meaning of the applicable legislation on packaging. The Seller is registered with **EKO-KOM**, a.s., under client number **F00041531**.

**6.6. Transport** - the means of transport used by the Buyer for transport must not contaminate the Goods with dirt or residue from previously transported material. Packaged Goods must be transported in such a way as to avoid contamination by moisture and to avoid the risk of damage to the packaging.

**6.7. Storage** - the space for dried and ground Goods must be clean and dry, avoiding contamination of the Goods by moisture and the risk of damage to packaging. The plastic packaging is perforated, so it may not be exposed to direct weather influences, such as sunlight and rain.

**6.8.** In the event transport is arranged by the Buyer, the Buyer is obliged to provide the Seller with written information about the selected carrier (authorisation). This does not apply when paying by cash or card.

## **7. Warranty Period**

The warranty period for the characteristics of the Goods declared by the Seller is two years; if the Goods are used or processed by the Buyer within this period in a way that changes their physical nature, structure or characteristics, the warranty period ends on the date the Goods are processed. The warranty period starts to run from the date the Buyer receives the Goods and applies provided that the Goods are transported and stored in accordance with the text of paragraph 6.

## **8. Title and Risk of Damage to Goods**

**8.1.** The Buyer acquires title to the Goods upon payment of the purchase price in full.

**8.2.** The transfer of risk of damage to the Goods is governed by INCOTERMS®2020. Damage to or loss of the Goods occurring after such transfer of risk does not relieve the Buyer of the duty to pay the Seller the agreed purchase price.

## **9. Liability for Defects in the Goods**

Unless the method of the complaint procedure is expressly provided for in the Contract, the following principles apply:

**9.1.** If the Buyer discovers defects in the Goods, it has the right to immediately file a complaint against the Seller, demonstrably in writing to the Seller's address [obchod@sklopisek.cz](mailto:obchod@sklopisek.cz) or [sales@glassand.eu](mailto:sales@glassand.eu). The following defects can be complained about, for example: weight of the Goods, type and quality of the Goods, packaging, documents for the Goods.

**9.2.** The Buyer is obliged to prove the defects complained about and properly document them with a record and photographic documentation. The Goods may not be further handled by the Buyer apart from weighing.

**9.3.** The Seller has the right to personally participate in the assessment of the legitimacy of a complaint by the Buyer.

**9.4.** In the complaint procedure, non-conformity is always assessed according to the Seller's applicable company standards, unless otherwise agreed in the Contract. If the parties do not agree on defects in a delivery, an independent institution shall decide, following a bilateral agreement. The costs are then borne by the party against which a finding is made.

**9.5.** If a complaint is accepted by the Seller as justified, the Buyer is entitled to the agreed replacement performance or agreed compensation.

## **10. Protection of Personal Data**

**10.1.** The Seller undertakes to protect all personal data provided by the Buyer using appropriate means from disclosure, loss or misuse, and use it solely for the purpose resulting from the contractual arrangements with the Buyer in the context of business cooperation.

**10.2.** When dealing with such personal data, the Seller undertakes to act in accordance with the applicable legal regulations governing handling, which are understood to be, in particular, Regulation (EU) of the European Parliament and of the Council 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the General Data Protection Regulation, known as the GDPR).

## **11. Legal Regime of the Contract. Dispute Resolution**

**11.1.** The Contract and the Terms and Conditions are governed by the legal order of the Czech Republic, in particular Act No. 89/2012 Coll, the Civil Code, as amended.

**11.2.** In the event of a dispute that the parties are unable to resolve amicably, the parties declare that the dispute shall be resolved by the competent general court of the Seller.

## **12. Effectiveness of the Terms and Conditions and Their Amendment**

**12.1.** Any amendment to the Terms and Conditions must be made in writing and must be notified to the Buyer in at least the manner in which it was familiarised with the original Terms and Conditions; an amendment is effective at the earliest on the date of such notification.

**12.2.** These Terms and Conditions come into effect on **1 July 2025**.

In Hrdoňovice, on: 30 June 2025

Ing. Zdeněk Novotný  
Sales Manger

