

General terms and conditions of the company

Hügli Food s.r.o., Nádražní 426, 281 44 Zásmyky, VAT identification no.: CZ16193440

Updated version (07/2016)

1. Scope

In these General terms and conditions (GTC), there are specified the rights and obligations of the company Hügli Food s.r.o. (further called buyer) and supplier (further called seller) in raw materials, trading goods, packaging materials and auxiliary materials supplies (further called goods), where the seller binds himself to supply the goods to the buyer and the buyer binds himself to take over the goods (and eventual services connected with those goods supplies) and pay for it on time.

2. Goods orders and contract

An order, in which the exact kind of goods, the quantities, the delivery terms and other requirements concerning the goods ordered shall be specified, will be sent via email in written form to the address or to the contact person of the seller.

The seller is obliged to send a written confirmation about the receipt of the order not later than on the next working day. At the moment of the receipt of this confirmation, the sales contract is concluded.

The seller is responsible for the fact, that the goods meet all quality requirements specified in the order (or in a quality standard approved in advance). The seller is also responsible for the fact, that the goods fulfil all values and parameters based on valid legal regulations.

The content of the particular contract depends on the kind of goods ordered (raw materials, packaging materials, trading goods, auxiliary materials). The quantity of ordered goods, kind and way of their packaging, the price, respective periods, delivery and payment terms and other information concerning the kind of goods that were ordered are specified in the contract.

3. Prices and delivery terms

The price of goods has to be specified (in written form) in the contract which is either issued by the buyer, or by the seller on a special form. The VAT is not included in the price of goods and has to be charged based on valid legal regulations.

An eventual change in the purchase price of any goods shall be announced to the buyer min. 60 days before the effectiveness of such a change or eventually within a period determined in advance. It shall be approved by both contracting parties.

The destination place (base on terms) is: INCOTERMS 2010, buyer's residence in Zásmyky. The concrete delivery parity shall be specified in the contract.

The buyer takes over the goods to his ownership at the moment, when it is unloaded at his receiving area.

The seller is only responsible for the transport risks, if the transport is ensured by his own transport or if it is a transport ensured by himself.

The goods delivered shall fulfil all requirements as specified in the product specification or in the contract.

The seller guarantees for the quality of goods delivered. The seller provides the guarantee for the goods to the extent of the guarantee period or the durability as specified in the packaging of the goods or in the delivery note.

The seller binds himself to deliver the goods to the buyer with min. durability of 66,6 % in case of trading goods and 70% in case of raw

materials. For packaging materials the min. durability has to be long enough to cover the shelf life of buyer's product packed in the respective packing.

The buyer is obliged to stock the goods in a way corresponding to the particular kind of goods.

The seller guarantees for the declared weight of the goods during all period of the min. shelf life of the respective product as specified on the packaging of the respective goods, provided, the goods are appropriately stocked.

The seller declares, that all packaging delivered to the buyer together with the goods ordered meet all requirements of the valid legislature.

In each delivery of goods, the seller is obliged to hand over the delivery note incl. the no. of buyer's order, or eventually the invoice.

4. Payment

The seller is obliged to issue an invoice fulfilling all requirements of a tax document. The seller is further obliged to hand over this invoice to the buyer together with the delivery note, or to send it to the buyer within five (5) days since the delivery of goods. In case of sending it, it shall be sent to the following address: Zásmyky, Nádražní 426, post code: 281 44.

The buyer is obliged to pay the invoice based on payment terms as previously agreed.

The goods becomes the property of the buyer after payment. The payment shall be understood as crediting of the appropriate sum (corresponding to the purchase price) to the respective bank account of the seller.

5. Claims

Unless otherwise agreed, the buyer is obliged to make claims about obvious defects and deficiencies immediately, with no delays. It needs to be done in written form and sent to the address of the seller or to the contact person, but not later than 14 days after finding it.

Should the seller not deliver the goods in a quantity, quality, packing or kind (base on order) as required, or should the seller deliver the goods with a damaged packaging, then the seller is responsible for those defects or deficiencies. The buyer is obliged to make a claim about those goods (after finding such defects/deficiencies) and has to make it in written form immediately after finding them.

The seller is obliged to give his statement about this claim not later than 14 days after its receipt.

The liability for defects (covered with quality guarantee) shall be claimed at the seller. This shall be done within the respective guarantee period in the written form.

The buyer is entitled to carry out a client audit of the seller once a year.

The seller declares, that the goods delivered show no legal deficiencies.

6. Final provisions

The wording of these terms and conditions can be modified (or adjusted) by the buyer. The new wording of the terms and provisions shall be accessible on buyer's website www.huegli.com