

General Business Terms and Conditions

Vinařství Pavlov, spol. s r.o.

Version 4/06.2019

1. Area of Application

These General Business Terms and Conditions (the "GBTC" hereinafter) become part of every purchase contract, contract for work or other service contract concluded between the business company **Vinařství Pavlov, spol. s r.o.**, with the registered office at Pavlov, Česká 149, Postal Code CZ 692 01, ID 65276132 (hereinafter referred to as the "VP"), as the Buyer, the Customer or the Recipient of Services, on one side and another entrepreneur (the "Contractor"), as the Seller, the Contractor or the Service Provider on the other side, as long as VP refers to these GBTC in an offer for entering into a contract.

2. Entering Into a Contract

VP is only bound by a written offer for a contract (order). Unless that offer is made in an electronic form, it has to be provided with a scanned handwritten signature (ie. signature facsimile) of two VP executives or a person who is, as an employee of VP, in charge of purchasing goods and services. Acceptance of an order shall be made in writing by a contractor and must be delivered to VP in paper form to the address of its registered office, or electronically to the address specified in the order.

3. Payment Terms

Unless specified otherwise in the order, the price of the goods delivered or services rendered is payable upon the flawless delivery of the goods or provision of services within 30 days after the receipt of the invoice or tax document.

4. Contractual Penalty for Breaching the Obligation to Hand the Item of Purchase Over

If a purchase contract was established upon the acceptance of an order, and if the Contractor breaches its duty to hand over the item of purchase to the Buyer, VP is entitled to demand a contractual penalty of 0.3% of the purchase price of the item of purchase for each day of the delay in complying with that obligation.

5. Contractual Penalty for Breaching the Obligation to Perform Work

If a purchase contract for work was established upon the acceptance of an order, and if the Contractor breaches its duty to carry out work, VP is entitled to demand a contractual penalty of 0.3% of the price of the work for each day of the delay in complying with that obligation.

6. Contractual Penalty for Breaching the Obligation to Provide Services

If a contract for the provision of services work was established upon the acceptance of an order within the interpretation of Section 2587 of Act No. 89/2012 Coll., Civil Code, as amended), and if the Contractor breaches its duty to provide the agreed services, VP is entitled to demand a contractual penalty of 0.3% of the price of the agreed services for each day of the delay in complying with that obligation.

7. Trade Secret

Any information relating to the content of the contract and to the fulfilment provided under the contract constitutes trade secret of VP and may only be disclosed upon the prior written consent of VP.

8. Withdrawal from Contract

In the event that insolvency proceedings are initiated on the assets of the Contractor, VP is entitled to withdraw from the contract.

9. Governing Law, Place of Jurisdiction

These GBTC and the contract which they form part of, shall be governed by the Czech law. The court locally competent to resolve any disputes arising out of the contract is the general court of VP.