



General Terms and Conditions

EMBA, spol. s r. o., CZ-512 47 Paseky nad Jizerou, ID No: 150 44 572, VAT No: CZ 15044572, is a company registered in the Commercial Register maintained by the Regional Court in Hradec Králové, file number C 980. The EMBA, spol. s r.o. company is a supplier of recycled paper products used for the protection of archive documents, office files and boxes and cardboard (hereinafter referred to as the "Goods").

The General Terms and Conditions of **EMBA, spol. s r. o.** (hereinafter referred to as the "GTC") are an integral part of the contractual relations concluded between EMBA, spol. s r. o. in the position of the Seller (hereinafter referred to as the "Seller") and the other party in the position of the Buyer (hereinafter referred to as the "Buyer"). (The Seller and the Buyer are hereinafter collectively referred to as the "Parties" or individually as a "Party"). All business relations are governed by these GTC and the legal regulations of the Czech Republic, in particular Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code"). These GTC are the basic terms and conditions of sale of all Goods of the Seller to the Buyer, and insofar as they deviate from the dispositive legal norms of the valid legal order of the Czech Republic, they shall prevail over these norms. In their provisions, these GTC shall prevail over the Seller's Terms and Conditions for sales through the e-shop on the website www.archivbox.cz.

I. Definition of the contractual relationship

1. According to these GTC, a contractual relationship means the relationship between the Seller and the Buyer, which relates to a specific order or purchase contract for the delivery of Goods to the Buyer.

2. According to these GTC, the Buyer means a natural person doing business or a legal person who concludes a purchase contract, a framework purchase contract or a partial purchase contract with the Seller.

3. The purchase contract means the contract concluded by the Seller with the Buyer, the subject of which is the transfer of ownership of the Goods and their delivery by the Seller, and the receipt and payment of the Purchase Price by the Buyer (hereinafter referred to as the "Purchase Contract"). The Purchase Contract is also an innominate contract within the meaning of Section 1746(2) of the Civil Code, fulfilling to a large extent the characteristics of a purchase contract. A framework purchase contract means a contract under which partial purchase contracts are concluded on the basis of the Buyer's orders (hereinafter referred to as the "Framework Contract"). A framework purchase contract is also an exclusive contract where the Seller and the Buyer commit to specific terms and conditions of the business relationship, such as exclusivity for a specific product range of the Seller or geographical area for the sale of the Goods (hereinafter referred to as the "Exclusive Contract"). A partial purchase contract means a Purchase Contract concluded between the Seller and the Buyer on the basis of a confirmed order of the Buyer (hereinafter referred to as the "Order") and in the context of the Framework Contract (hereinafter referred to as the "Partial Contract").

4. The Buyer, by signing the Purchase Contract, the Framework Contract or the Partial Contract, or by sending a binding Order, confirms its unambiguous consent to the contractual relationship between the Seller and the Buyer (and in the case of the Framework Contract, the contractual relationship established by each Partial Contract) to be governed by these GTC.

II. Procedure for concluding the purchase contract

1. The Seller concludes with the Buyer either a Framework Contract, in the context of which Partial Contracts are concluded on the basis of individual Orders of the Buyer confirmed by the Seller, in connection with the long-term sale of Goods, or a one-off Purchase Contract, which is concluded at the moment when the Buyer's Order is confirmed by the Seller. Orders can only be made in writing by letter or e-mail. The Order can be executed by telephone only if the Parties agree in writing.

2. The Order is binding, it must be legible, specific and must contain the following prescribed data: identification data of the Buyer (name, residence, or name, ID number, registered office), Order number, type of Goods, quantity, unit and total price of the ordered Goods (can be determined by reference to the Seller's price list), delivery time, method of transport, date, signature, contact person, contacts (e-mail, telephone). In the event that the Goods are not delivered to the Buyer at the Seller's registered office, the Buyer is obliged to include the address of the place of delivery in the Order.

3. If the Order is incomplete, incomprehensible or incorrectly filled in, the Buyer is obliged to remove the defects without undue delay, either by itself or at the request of the Seller, by means of a written submission to the Seller in the same manner as the submission of the Order.

4. The Order may be cancelled if the Buyer's cancellation notice reaches the other Party before the delivery of the Order or at least at the same time with it.

5. The Seller is obliged to confirm or reject the Order without undue delay from the receipt of the Order, but no later than within 5 working days. If the Order is not confirmed by the Seller within this period, it shall be deemed to have been rejected.

6. If for any reason the Seller is unable to fully satisfy the Order, the Seller shall notify the Buyer within the period specified in paragraph 5 of this Article and propose a new solution. By acceptance of such a solution by the Buyer, the Purchase Contract or the Partial Contract is deemed to be concluded in a new amended form.

7. The Purchase Contract or the Partial Contract is concluded on the date when the Buyer's Order is confirmed by the Seller in writing in paper form or by e-mail.

III. Delivery conditions

1. The delivery of the Goods is made by handing over the Goods to the Buyer at the Seller's registered office or to the first carrier for transport to the Buyer to the agreed place where the Seller is obliged to send the Goods. For the delivery of the Goods to the Buyer, the EXW Paseky nad Jizerou delivery condition according to INCOTERMS 2020 shall apply, unless the Parties agree otherwise.

2. If the Parties agree on the Buyer's own collection of the Goods at the Seller's registered office, the Buyer is obliged to collect all ordered Goods within 3 working days after the Seller's call. If the Buyer fails to meet this time limit, the Seller may send the Goods to the Buyer at the Buyer's expense by any appropriate means.

3. The basis for the release of the ordered Goods from the Seller's warehouse is the delivery/transport note, which is required to be signed by the Buyer in the case of its personal receipt from the Seller's warehouse or by the carrier who delivers the ordered Goods to the Buyer. In the case of delivery of the Goods by a carrier, the Buyer is obliged to sign the delivery/transport note at the time of the receipt of the Goods from that carrier. Provided that this carrier is secured by the Buyer, the Buyer is obliged to send the signed delivery/transport note to the Seller immediately after the receipt of the Goods.

4. If the Buyer or the carrier refuses to take delivery of the ordered Goods or to confirm its receipt on the delivery note without a justified reason, the ordered Goods shall be deemed to have been duly delivered and handed over.

5. In the event of refusal to take delivery of the ordered Goods according to the previous paragraph of this Article, the Buyer shall be liable for all damages caused by this action to the Seller and shall be obliged to pay all costs associated with the unsuccessful delivery of the Goods and their possible storage for the duration of the Buyer's delay in receipt.

6. The Buyer shall inspect the Goods delivered as soon as possible after the risk of damage to the Goods has passed and shall check their characteristics and quantity. The risk of damage to the Goods passes to the Buyer at the moment of their receipt in the Seller's warehouse and in the case of sending the ordered Goods to the delivery point then at the moment of handing over the Goods to the first carrier for transport to the place specified in the Order as the delivery address.

7. In the event of any discrepancy in the Goods or the invoice sent compared to the Purchase Contract or the Order, the Buyer is obliged to notify the Seller without undue delay and in a sufficiently specific manner.

8. The Seller is entitled to deliver the Goods before the agreed delivery date and the Buyer is obliged to take delivery of the Goods, but not earlier than 5 working days before the agreed delivery date.

9. The Seller shall not be liable for any delay in delivery of the Goods caused by force majeure or an event that makes it difficult or impossible for the Seller to fulfil the terms of the concluded Purchase Contract or Partial Contract. Force majeure means, in particular, a strike, an epidemic of a contagious disease, an ordered quarantine, a generally binding legal regulation restricting the movement of persons, a failure of a subcontractor, a political situation resulting in the Seller's inability to meet its obligations, a lockout, war, fire, and a natural disaster. The Seller shall immediately inform the Buyer of such events and agree with the Buyer an alternative date for delivery of the Goods. If the Buyer incurs any damage or other harm by reason of the Seller's delay caused by force majeure under this Article, the Seller shall not be liable for such damage or harm and the Buyer waives the right to recover any such damage or other harm.

10. The Seller shall be entitled to deliver the Goods within the permitted tolerance of +/-10 % of the ordered quantity, unless another tolerance is agreed in writing between the Parties.

11. The quality of the Goods delivered shall conform to the sample or tolerances agreed by the Parties.

12. Ownership of the Goods shall pass to the Buyer upon full payment of the Purchase Price of the Goods including VAT. Until the transfer of ownership to the Buyer, the Buyer is obliged to refrain from any handling of the Goods that would result in their damage, deterioration or destruction. Furthermore, the Buyer is not entitled to dispose of the Goods in any way to third parties during this time period.

IV. Rights from defective performance

1. The Buyer has rights from the defective performance recognized by the Seller to the extent and under the conditions set forth in the Civil Code. The rights of defective performance arise to the Buyer in the event that the Goods have defects upon receipt by the Buyer or the carrier, especially in the event that the Goods do not have the prescribed quality, make and quantity in accordance with the Order or the Purchase Contract or Partial Contract, upon receipt by the Buyer (carrier).

2. Upon receipt of the Goods, the Buyer shall:

a. check the transport packaging for damage;

b. in the event of damage to the packaging of the Goods, indicate this on the delivery/transport note;

c. inspect and check the Goods delivered as soon as possible after receipt, in particular as to their quality, performance and quantity. The Buyer is obliged to notify the obvious defects and missing quantities of the Goods in writing upon receipt of the Goods immediately after discovering them or when the Buyer should and could have discovered them with the exercise of all professional care, but no later than 5 days from the date of receipt of the Goods, using the prescribed form available at www.emba.cz

3. For all types of Goods supplied, the Seller provides a quality warranty of 6 months. In the case of a defect covered by the quality warranty, the Buyer is obliged to exercise the rights arising from the defective performance without undue delay after becoming aware of the defect or should have become aware of it, but no later than within the warranty period, using the prescribed form available at www.emba.cz. The Buyer is obliged to attach a photo documentation of the defective Goods to the form or send a sample of the defective or damaged Goods. The Buyer has no rights under the warranty in the event that the defect in the Goods is caused by the use of the Goods by the Buyer or any other third party in obvious contradiction to the purpose for which they are intended or in contradiction to the instructions for use, if they were delivered with the Goods or otherwise known to the Buyer, or if later modifications or changes have been made to the Goods that have not been approved by the Seller. A new warranty period does not start from the removal of the defect.

4. Failure of the Buyer to comply with the conditions of transport or storage shall be deemed to be grounds for rejection of the Goods claim. The Seller is also not liable for defects that occur in the Goods as a result of transport of the Goods by an entity that has been secured by the Buyer.

5. With regard to the rights and obligations of the Seller and the Buyer arising from defective performance, the provisions of Section 2099 et seq. of the Civil Code apply.

6. The Buyer waives its right to compensation for damages, except for damages caused by a defect in the product.

V. Packaging

1. The Goods are packed on pallets or in packages. If packaging fees are charged, the Buyer has the option to return undamaged pallets and boards to the Seller within 45 days of delivery of the goods to the Buyer, at the Buyer's expense. The specific description of the packaging means including prices is given on the invoice. The price paid for such returned packaging means will be refunded to the Buyer on the basis of an invoice issued by the Buyer. Packaging means cannot be returned if no packaging fees are charged. The type of packaging and the method of charging the packaging fees may be otherwise agreed in writing between the Parties.

VI. Storage

1. The Buyer acknowledges that all paperboard, cardboard and paper products must be stored in clean, covered, dry and ventilated areas. They must not be exposed to direct weather, moisture, pollution or radiant heat. They must also be protected from rodents and the effects of aggressive chemicals. Proper storage quality is ensured by storing in rooms with a constant temperature of 15-20 °C and a constant humidity of 45-50 %. In the case of boxes and folders, the cardboard shall not be bent more than 135° in the creases when folded, with the exception of functional bends provided for this purpose.

VII. Price and payment terms

1. The Purchase Price is determined in the price list valid on the date of conclusion of the Purchase Contract or Partial Contract (hereinafter referred to as the "Purchase Price") or in a specific previous offer. The Seller undertakes to notify the Buyer of any change in the price list. In the event that the Buyer does not express its disagreement with the change of the Seller's price list within 5 days from the date of notification of this change, then it is assumed that the Buyer agrees with this change. However, if the Buyer expressly refuses to accept the change in the Seller's price list, then the Framework Contract as well as all Partial Contracts or Purchase Contracts concluded between the Parties shall terminate together with such refusal.

2. Unless otherwise agreed in the Framework Contract, the Partial Contract or the Purchase Contract, the Purchase Price is the price excluding VAT. The VAT shall always be added to the Purchase Price in accordance with the relevant legislation.

3. Unless the Parties agree on another method of payment, the Buyer is obliged to pay the Purchase Price on the basis of an invoice (tax document) issued by the Seller, within 14 days from the date of sending the invoice. The Parties agree that the relevant invoice may be sent to the Buyer in electronic form to the e-mail address provided by the Buyer. The first transaction between the Parties under the first Purchase Contract or Partial Contract shall only take place after the Purchase Price has been paid.

4. The date of payment is the moment of crediting the full invoiced amount to the Seller's bank account. At this moment, the invoice is considered as paid.

5. If the Purchase Price for deliveries of Goods made in a previous period is not paid in full and on time,

the Seller may refuse or suspend delivery of further Goods to the Buyer, even though a Purchase Contract or Partial Contract has already been concluded for their sale, or, if applicable, subsequently withdraw from such Purchase Contract or Partial Contract. The Seller shall not be liable for any damages incurred by the Buyer due to the suspension of further deliveries of the Goods for breach of the Buyer's payment obligation.

6. In the event of delay in payment of the Purchase Price according to the invoice for the delivered Goods, the Buyer is obliged to pay the Seller contractual penalty on delay in the amount of 0.05 % of the invoiced amount for each day of delay, unless both Parties agree otherwise.

7. In the event that payment of the Purchase Price or part thereof is agreed in advance, failure to meet the due date of the advance invoice shall be deemed a material breach of the Purchase Contract or Partial Contract, on the basis of which the Seller may withdraw from the Purchase Contract or Partial Contract.

8. If, after the conclusion of any price agreement, there is an extraordinary increase in the Seller's input costs that have not been reflected in the already agreed Purchase Price in terms of type or degree, the Seller is entitled to apply these costs to the agreed Purchase Price. In such a case, the procedure set out in paragraph 1 of this Article shall apply.

9. If the Buyer breaches its obligations under the Exclusivity Contract - related to the reason and subject of the exclusivity of the Contract, the Seller is entitled to require the Buyer to pay a one-off contractual penalty in the amount of 10% of the last realized annual turnover of the Buyer, but at least 30 000 EUR.

VIII. Die-cutting and printing moulds, graphic materials, samples

1. The Seller reserves the right of ownership and copyright in all die-cutting and printing moulds, graphic materials and samples, as well as drawings and similar documents relating to the Goods supplied, which have not been supplied by the Buyer and which have not been paid for by the Buyer.

2. If the die-cutting moulds or lithographs have not been supplied by the Buyer, the Buyer shall reimburse the Seller for the cost of making them. The Seller shall account for these costs on a separate tax document, apart from the price of the Goods delivered, usually at the first invoice for the delivery of a new product. By agreement, the above costs may be allocated to the Purchase Price of the Goods on first delivery. In both cases, the die-cutting mould becomes the property of the Buyer.

3. In the event that the die-cutting tools and printing moulds owned by the Buyer are not used for at least 3 years for any order of the Seller for the Buyer, the Seller shall be entitled to invite the Buyer to collect them after the expiry of the said period or to agree to send them to the Buyer at the Buyer's expense. If the Buyer does not collect them or does not give consent to their sending without undue delay from the delivery of the Seller's invitation, the Seller is entitled to physically dispose of these tools and moulds.

IX. Withdrawal from the Contract

1. The Parties shall be entitled to withdraw from the Framework Contract, the Purchase Contract or the Partial Contract in the event that the other Party breaches its obligations under the Framework Contract, the Purchase Contract or the Partial Contract, or fails to perform the obligations set out in these GTC in a material manner. The Seller is entitled to withdraw from the Purchase Contract or the Partial Contract, especially if the Buyer fails to pay the Purchase Price within the due date or damages the Seller's good name.

2. A material breach of duty within the meaning of the preceding paragraph of this Article shall be deemed to be, in particular, a delay by the Buyer in payment of the Purchase Price for more than 45 days.

3. The withdrawal from a contract must be in writing and must be delivered to the other Party. Upon delivery of such withdrawal, the Purchase Contract or the Partial Contract shall be cancelled from the beginning and the Parties shall be obliged to reimburse each other for the performance provided to date in light of the principles of unjust enrichment.

X. Confidentiality

1. The Buyer is obliged to maintain confidentiality with respect to any third parties about all facts that come to its knowledge in connection with the performance of the Framework Contract, the Purchase Contract or the Partial Contract, in particular the content of contracts, production, technological and commercial knowledge. This does not apply to facts that the Seller itself has disclosed to a third party, which are generally available without breach of the obligation of confidentiality of either of the Parties, which will be expressly identified as those to which the obligation of confidentiality does not apply, or their disclosure is necessary for the purpose of the performance of the Framework Contract, the Purchase Contract, or the Partial Contract, or the obligations provided for by law. The Buyer may be released from the obligation of confidentiality only by a written declaration of the Seller.

2. If the Buyer breaches its obligation under paragraph 1 of this Article and at the same time has endangered or damaged the benefit and interests of the Seller, the Seller is entitled to demand the Buyer to pay a one-off contractual penalty in the amount of 10% of the last realized annual turnover of the Buyer, but at least 30 000 EUR.

XI. Personal data protection

1. The Seller declares that within the framework of the legal relationship established by the Framework Contract, the Purchase Contract or the Partial Contract, the Seller will process the Buyer's personal data for the following purposes:

2. Implementation of the contractual relationship: The processing of the Buyer's personal data is necessary for the performance of the Framework Contract, the Purchase Contract or the Partial Contract. In the event that the Buyer does not agree to provide its data for this purpose, the Framework Contract, the Purchase Contract or the Partial Contract cannot be concluded. For this purpose, the

Buyer's identification data specified in the Order (name, surname, residence (registered office), e-mail, VAT number, tax identification number) and information related to the subject of the Framework Contract, Purchase Contract or Partial Contract, in particular the description of the Goods, the method of payment including the bank account number from which the payment of the Purchase Price was made, will be processed to the extent necessary. These are the address and identification categories. The Seller is entitled to process this range of personal data in order to protect its rights in the event of a dispute with the Buyer.

3. Marketing use of the data: The Seller is entitled to use the Buyer's electronic address for the purpose of disseminating commercial communications concerning the Goods similar to those already delivered to the Buyer, pursuant to Section 7 paragraph 3 of Act No. 480/2004 Coll., on certain information society services. The Seller is entitled to do so until the Buyer expresses its disagreement with such procedure. Personal data is processed and stored only for the period of time until the Buyer expresses its non-consent to receive commercial communications.

4. If the Buyer requests information about the processing of its personal data, the Seller is obliged to provide the Buyer with this information without undue delay in accordance with Article 15 of Regulation 216/679 of the European Parliament and of the Council (EU) 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 (General Data Protection Regulation) (hereinafter referred to as the "GDPR").

5. The Buyer is entitled to request the Seller, as a data administrator or a personal data processor, to explain the processing of personal data that is contrary to the protection of the Buyer's private and personal life or contrary to the GDPR.

6. The Buyer is entitled to request the Seller, as a data administrator or a personal data processor, to eliminate the situation arising from the processing of personal data that is contrary to the protection of the Buyer's private and personal life or contrary to the GDPR.

XII. Other and final arrangements

1. The application of the UN Convention on Contracts for the International Sale of Goods to contractual relations within the meaning of Article I of these GTC is excluded.

2. If any provision of the Framework Contract, the Purchase Contract or the Partial Contract or these GTC is or becomes invalid or ineffective, the validity and effectiveness of the other provisions of the Framework Contract, the Purchase Contract or the Partial Contract or these GTC shall not be affected. In this case, the Parties undertake by agreement to replace the invalid or ineffective provision with a new provision that best corresponds to the originally intended purpose of the original provision. According to Section 1751, paragraph 1 of the Civil Code, deviating provisions in the Framework

Contract, the Purchase Contract or the Partial Contract shall prevail over the wording of these GTC. Other terms and conditions, contradicting these GTC, stated in particular in the Buyer's terms and conditions, shall not apply to the contractual relationship between the Seller and the Buyer.

3. The GTC are publicly available and are published on the Seller's website at www.emba.cz/ke-stazeni/

4. The Seller is entitled to unilaterally change these GTC. If the new GTC are issued to replace the existing ones, the Seller will publish them on the website www.emba.cz/ke-stazeni/ and shall send these GTC to the Buyer by e-mail or in paper form to the Buyer's address. The Buyer has the option to reject the accepted changes and terminate the Framework Contract with one month's notice within one month of the publication of the new GTC. If the Buyer does not reject the change of the GTC within the specified period, they are considered valid and shall apply to the legal relationship between the Seller and the Buyer in the new wording.

5. The District Court in Hradec Králové is competent in the first instance to resolve any disputes arising from contractual relations under these GTC.

6. These GTC shall come into force and effect on 1.5.2025.

www.emba.cz