

Terms and Conditions of the Company BRITTERM a.s., Registered seat: 120 00 Prague 2, Korunní 957/35, Company Identification Number: 26303400, hereinafter referred to as "BRITTERM"

1. Purchase Contract

1. The subject of the Purchase Contract is the purchase of metallurgical material offered by BRITTERM in the form of a public or other offer, hereinafter the "Goods".
2. The content of the Purchase Contract shall be agreed by and between BRITTERM and the Purchaser in principle by phone or by electronic mail.

2. Obligations of BRITTERM

1. BRITTERM is obligated to supply the Goods to the Purchaser in the agreed type, quantity, quality and design. Unless the quality and design have been agreed, BRITTERM shall deliver the Goods in the quality and design suitable for the purpose apparent from the contract; otherwise, the Goods shall have the customary quality and design and shall enable the Purchaser to acquire the title to the Goods in conformity with the Purchase Contract.
2. BRITTERM fulfils its obligation to supply the Goods to the Purchaser when BRITTERM enables the Purchaser to load the Goods at the agreed place and notifies the Purchaser thereof in due time.
3. If the Purchaser shall specify additional properties of the Goods and unless the Purchaser does so in due time, BRITTERM shall specify such properties itself and shall notify the Purchaser of the properties specified by BRITTERM; in doing so, BRITTERM shall take into account the Purchaser's needs that BRITTERM is aware of.
4. The Purchaser is entitled to notify BRITTERM of differing properties of the Goods with respect to what has been specified by BRITTERM; unless the Purchaser does so without undue delay following the notification by BRITTERM, the Purchaser shall be bound by what BRITTERM has specified.
5. BRITTERM is obligated to deliver the Goods including the delivery note and the customary identification of the Goods by the manufacturer or including its own identification if the packaging of the agreed kind of Goods so allows, including the quantity and design of the Goods. If the delivery of the Goods with additional documents has been agreed, BRITTERM shall submit such documents to the Purchaser together with the Goods, or subsequently but no later than within three business days.

3. Obligations of the Purchaser

1. The Purchaser is obligated to accept the goods and to pay the purchase price.
2. The Purchaser is obligated to confirm acceptance of the goods on the delivery note.
3. The Purchaser is obligated to pay to BRITTERM the agreed purchase price, the amount, due date and payment method of which are shown on an invoice which meets the requirements of a tax document.

4. Place and Method of Delivery of the Goods

1. BRITTERM shall deliver the Goods by own transport to the agreed destination; otherwise, to the registered seat of the Purchaser; the price of transportation is included in the purchase price, unless otherwise agreed.
2. If it is agreed that the Purchaser shall take over the Goods at any of the BRITTERM establishments and unless the Purchaser does so within ten business days, BRITTERM shall be entitled to withdraw from the Purchase Contract.

5. Time of Delivery of the Goods

Unless the time of delivery of the Goods has been agreed, BRITTERM shall be entitled to deliver the Goods to the Purchaser at any time.

6. Reservation of Title

BRITTERM is the owner of the Goods until due payment of the charged purchase price.

7. Responsibility for Defects

1. BRITTERM is responsible for defects if the delivered Goods do not have the agreed properties.
2. The Purchaser does not have any rights resulting from defective performance if the defect is of such a nature that the Purchaser should have recognized it as early as upon acceptance of the Goods (apparent defect).
3. The Purchaser is obligated to indicate the identified apparent defects of the Goods on the delivery note accompanying the Goods.

4. The Purchaser is obligated to enforce the rights resulting from the liability for defects against BRITTERM without undue delay in written form.

8. **Final Provisions.**

1. The legal relations between BRITTERM and the Purchaser resulting from the Purchase Contract and/or associated with the Purchase Contract are governed by the provisions of Act No. 89/2012 Sb., Civil Code, as amended.

2. For any disputes resulting from the Purchase Contract and/or associated with it which will not be resolved by agreement between the parties, the competent court to decide shall be the court of local jurisdiction with respect to the registered seat of BRITTERM in conformity with the substantive and procedural law of the Czech Republic.

3. These Terms and Conditions are effective from 1st January 2016

In Moravský Písek, on 15th December 2015

Zdeněk Břečka, statutory director, in his own hand