



TERMS AND CONDITIONS OF LE & CO - Ing. Jiří Lenc, s.r.o.

PURCHASE AND DELIVERY OF FOOD PRODUCTS

These Terms and Conditions ("Terms and Conditions") govern the terms and conditions of LE & CO - Ing. Jiří Lenc, s.r.o. with registered office at Jirny, Poděbradská 606, Postal Code 25090, Business ID: 26502658, VAT: EN 26502658 ("Seller") concerning the purchase and delivery of food products.

1. DEFINITION

1.1 For the purposes of these Terms and Conditions, the terms listed below, if capitalized, have the following meanings:

Seller's bank account means the Seller's bank account listed in Appendix 1.

Price list means the currently valid price list of Food Products, which has been individually agreed between the Seller and the Buyer.

Delivery note means a delivery note specifying the Food Products to be delivered under the relevant Order and Procurement Contract.

Invoice means an invoice issued in connection with the purchase and delivery of Food Products pursuant to the applicable Purchase Order and Procurement Contract.

Contact details means the contact details of the Seller, as set out in Appendix 1.

Purchase Price has the meaning set out in Art. 5.1.1.

Buyer means a person who is interested in purchasing and delivering Food Products from the Seller as part of his business activity.

Order means an order for specific Food Products specified in the relevant Order.

ASAP Ordering System means the Seller's ordering system for receiving and processing Orders.

Registration number means the registration number assigned to the Buyer for the purpose of placing Orders, which the Buyer is obliged to use in all communication with the Seller in connection with the Order or the relevant Procurement Contract.

Authorized person of the Seller means the person listed in Appendix 1.

Food Products means products that may become the subject of an Order.

Procurement Contract shall mean a contract for the purchase and delivery of specified Food Products, on the basis of which the rights and obligations of the Parties in relation to the delivery and purchase of specific Food Products specified in the relevant Order shall arise.



Party means the Seller or the Buyer.

Parties shall mean jointly the Seller and the Buyer.

1.2 Terms implying the singular include the plural and vice versa, terms implying the genitive gender include all genders.

1.3 Unless the context otherwise requires, references to an Article or an Annex shall mean references to an Article or Annex of these Terms and Conditions and references to these Terms and Conditions shall include any Annexes hereto.

1.4 References in these Terms and Conditions to laws and regulations shall be construed as references to the laws and regulations as they are in force and effect.

2. THE NATURE OF THE TERMS AND CONDITIONS

2.1 These Terms and Conditions govern the rights and obligations of the Parties relating to the purchase and delivery of Food Products to the Buyer, which in relation to specific Food Products shall take place on the basis of the Procurement Contract arising from the acceptance of the Buyer's Order under the terms and conditions set out in these Terms and Conditions.

2.2 These Terms and Conditions also set out the procedure and conditions that the Buyer must comply with in order to enter into negotiations with the Seller about the possibility of placing an Order and in connection with the placing of an Order.

3. PROCUREMENT CONTRACT

3.1 The rights and obligations of the Parties in relation to the purchase and delivery of specific Food Products shall be governed by the Procurement Contract, the content of which is constituted by (a) these Terms and Conditions, (b) an Order for such Food Products which has been accepted by Seller in accordance with Art. 4.2, and (c) the then-current individual Price List negotiated with each Buyer separately.

3.2 In the event of a conflict between any provision of these Terms and Conditions, the Order and/or the Price List, the provision contained in the Order shall prevail and shall to the extent applicable modify the affected provision of these Terms and Conditions and/or the Price List.

4. ORDER

4.1 Placing an Order

4.1.1 A condition of placing any Order is the Buyer's registration in the ASAP Order System and the assignment of a Registration Number.

4.1.2 Subject to the conditions set out in these Terms and Conditions, the Buyer shall be entitled to place individual Orders with the Seller in respect of certain Food Products, provided that the Seller shall be entitled to reject any Order so placed in accordance with these Terms and Conditions.



4.1.3 The Buyer is obliged to submit the Order in one of the following ways:

- (a) by regular mail;
- (b) by registered mail, if expressly agreed or requested by the Seller;
- (c) by personal delivery;
- (d) by fax;
- (e) by e-mail; or
- (f) by phone via the ASAP Ordering System,

to the Seller's contact details.

4.1.4 An order placed in the manner specified in Art. 4.1.3 (a) to (e) must contain all the essential elements of a purchase contract and must be signed by an Authorized Person of the Buyer. By placing an order, the Buyer confirms that they have read, understood and agree to the Terms and Conditions.

4.1.5 An order placed in the manner set forth in Art. 4.1.3(f) shall include information regarding the Food Products, address and delivery date. The Buyer is obliged to provide all information required by the Seller's employee for the purpose of placing and receiving a telephone Order via the ASAP Order System.

4.1.6 An Order that does not comply with the requirements set out in this Art. 4.1 and/or is not submitted in the manner set out in this Article. 4.1 and/or is otherwise incorrect, vague or incomplete, it will not be considered a valid and properly submitted Order and will not be taken into account.

4.2 Acceptance of Order

4.2.1 If the Seller accepts the Order, the Seller shall confirm acceptance of the Order to the Buyer (a) by telephone, if the Order is placed by telephone through the ASAP Ordering System pursuant to Art. 4.1.3(a) or (b) by sending the confirmed Order to the Buyer's contact details set out in the Order no later than twenty-four (24) hours after the Order has been delivered to the Buyer.

4.2.2 Acceptance of an Order in accordance with Art. 4.2.1 shall create an Procurement Contract in respect of the Food Products specified in the Order.

4.3 Rejection of Order

4.3.1 The Seller is entitled to refuse the Order if any of the following occurs:

- (a) the inability to deliver the Food Products specified in the Order pursuant to Art. 4.4; or
- (b) the Buyer is in default in the payment of any of its monetary obligations to the Seller.

4.3.2 In case of rejection of the Order, the Seller is obliged to inform the Buyer immediately.

4.4 Impossibility to Deliver Products



If the Seller is unable to deliver the Food Products specified in the Order within the time, quantity, quality and/or range required, the Seller shall notify the Buyer in writing within twenty-four (24) hours of receipt of the Order to the contact details provided in the Order.

4.5 Specification of Goods

The specifications of the Food Products, their quantity, price, quality (quality), or other data are specified in the Order.

4.6 Delivery and Acceptance of Products

4.6.1 The Seller's obligation to deliver the Food Products specified in the accepted Order is fulfilled at the moment of handing over the delivered Products to the Buyer or its first carrier specified in the Order.

4.6.2 The deadline for delivery of the Food Products is set out in the relevant Order.

4.6.3 Along with the delivered Food Products, the Seller shall hand over to the Buyer (its carrier) the Delivery Note and/or Invoice.

4.6.4 The Delivery Note and the Invoice must meet all the requirements set out in Art. 5.1.3; if this condition is not met, the Buyer is entitled to refuse to accept the delivered Food Products.

4.6.5 The acquisition of ownership and the transfer of the risk of damage to the goods occurs at the moment of handing over the Food Products specified in the Order to the Buyer and their acceptance by the Buyer, including the signing of the delivery note by the Buyer.

4.6.6 The Buyer is obliged to provide the Seller with the necessary cooperation for the purpose of handing over the delivered Food Products to the Buyer.

4.6.7 The Seller is obliged to deliver the Food Products to the Buyer within the agreed time, quantity, quality and assortment.

4.6.8 The Seller shall only supply the Buyer with Food Products that meet the requirements set out in the legislation for such products.

4.6.9 If Buyer is in default in accepting the Food Products for more than twenty-four (24) hours, Seller shall be entitled to dispose of the Food Products at its discretion, including by selling them to another person. In this case, the Buyer bears all risk resulting from the failure to transact, including but not limited to the Seller's costs, in particular the cost of transportation.

4.7 Withdrawal from the Procurement Contract

4.7.1 The Seller shall be entitled to withdraw from any Procurement Contract in the event of any of the following occurring:

- (a) an insolvency petition will be filed regarding the Buyer;**
- (b) an execution will be ordered on the Buyer's property.**



4.7.2 Withdrawal from the Procurement Contract is effective upon delivery of a written notice of withdrawal to the Buyer in accordance with Art. 7.

5. PURCHASE PRICE, PAYMENT TERMS, PENALTIES

5.1 Purchase Price

5.1.1 Unless expressly agreed otherwise, the purchase price shall be determined in accordance with the currently valid individually agreed Price List with each Buyer separately, provided that for a particular Procurement Contract the agreed purchase price of the relevant Food Products shall be deemed to be the purchase price contained in the accepted Purchase Order ("**Purchase Price**").

5.1.2 Unless otherwise expressly agreed and specified in the Order, Invoices will be issued for each delivery of Food Products individually.

5.1.3 Each Invoice must comply with the legal requirements for a proper tax document.

5.1.4 The Buyer shall be entitled to refuse to accept an Invoice that does not contain the elements specified in Art. 5.1.3 or agreed between the Parties and/or contains incorrect or incomplete data. In this case, the Seller is obliged to issue and send the Buyer a corrected Invoice without undue delay.

5.1.5 The Buyer is obliged to pay the Purchase Price (including VAT), i.e. the relevant amount stated in each Invoice, upon delivery of the delivered Food Products in cash. In the event that the amount stated in the Invoice exceeds the maximum amount that can be paid in cash under the law, the Buyer is obliged to pay this amount to the Seller's bank account specified in Appendix No. 1 and within the period specified by the Seller, provided that this period shall not be less than five (5) working days.

5.2 Contractual Penalties

5.2.1. If the Buyer shall be in default in the performance of any of its monetary obligations to the Seller (a) arising from any Procurement Contract and/or (b) arising from a breach of its obligation, the Seller shall be entitled to demand payment of a contractual penalty of 0.05% per day of the amount of which the Buyer is in default for each and every day of delay up to and including the date of payment.

5.2.2 If the Seller is in default in the delivery of the Products under any Procurement Contract, the Buyer shall be entitled to demand from the Seller the payment of a contractual penalty of 0.05% per day of the Purchase Price of the undelivered Products.

5.2.3 If the Buyer defaults in the performance of any of its monetary obligations to the Seller (a) arising under any Procurement Contract and/or (b) arising from a breach of its obligations or otherwise arising under this Framework Agreement, for a period of more than thirty (30) calendar days, the Seller shall be entitled, at its sole discretion, to assign its claim against the Buyer (or any part thereof) to a third party, including, but not limited to, assigning such claim (or any part thereof) to a third party. In such case, the Seller shall be entitled to claim from the Buyer, in addition to the contractual penalty and interest on default, all reasonably incurred and documented costs incurred by the Seller in connection with the recovery of the claim (or any part thereof) by a third party, including the assignment of such claim (or any part thereof) to a third party, and the Buyer undertakes to pay all such costs to the Seller within fifteen (15) days after delivery of the relevant written demand by the Seller to the Buyer.



5.2.4 The Seller shall be entitled to demand from the Buyer the payment of a contractual penalty of CZK 300 (in words: three hundred Czech crowns) for any separate call for payment of the amount due, with the payment of which the Buyer is in default.

6, LIABILITY FOR DEFECTS, CLAIMS

6.1 The Seller shall be liable for the fact that the delivered product will have the usual characteristics for the shelf life of the product as indicated on its packaging, provided that the product is stored and handled in such a way that, taking into account its nature and characteristics, it does not lose its usual characteristics or deteriorate. The temperature for storage of the product must not exceed +4 degrees Celsius.

6.2 Defects of the subject of performance (Food product), which can be detected upon its receipt, the Buyer is obliged to apply to the Seller immediately.

6.3 Hidden defects of the subject of performance (Food Product), which become apparent after its receipt, the Buyer is obliged to claim from the Seller no later than the end of the shelf life, which is indicated on the packaging of the individual product. For the avoidance of doubt, the Parties confirm that the length of the claim period is the shelf life of the product in question.

6.4 The Seller shall not be liable for defects in the product if the conditions for storage, preservation and other handling of the product, which are indicated on its packaging, in the accompanying documents attached to the product at the time of delivery, in the Delivery Note and/or which were notified in writing to the Buyer by the Seller no later than upon receipt of the product, are violated.

7. MUTUAL COMMUNICATION

7.1 Unless otherwise expressly agreed by the Parties, any communication between the Parties under or in connection with these Terms and Conditions and/or any Order shall be in writing and, unless otherwise specified in these Terms and Conditions, shall be delivered to the other Party by fax, email, postal mail, personal delivery or delivery by a reliable courier (courier service) to the Seller's contact details set out in Annex No. 1 and in Buyer's Purchase Order or to such other address, telephone, facsimile number or e-mail address as the Party shall notify in writing to the other Party, provided that any such change shall be effective against the other Party as of 9:00 a.m. (CST) on the fifth (5th) business day after delivery of such notice.

7.2 The provisions of this Art. 7.2 are without prejudice to the right of the Parties to agree in writing other contact details in relation to a particular Order or Procurement Contract relating to that Order.

7.3 Any written communication to be delivered to the other Party under or in connection with these Terms and Conditions, the Order and/or the Procurement Contract shall be deemed validly delivered only if the following conditions are met:

- (a) in the case of delivery by fax, if the fax is delivered in legible form;**
- (b) in the case of delivery by e-mail, if the sending Party receives a confirmation of its delivery (generated by the system or sent by the recipient) or any other confirmation agreed between the Parties; this is without prejudice to the provisions of Art. 7.5;**
- (c) in the case of personal delivery (including delivery by courier), at the time the item is delivered to the Party at the address set out in Art. 7.1 or at such other address as may be notified to the**



relevant Party in accordance with Art. 8.2 or at any time to the hands of an executive officer of the Company;

(d) in the case of a postal item, at the time the postal item is delivered to the Party at the address specified in Art. 7.1 or at such other address as is notified to the relevant Party in accordance with Art. 7.1;

(e) refusal to accept the shipment; or

(f) if a registered mail item is deposited at the appropriate office of the post office or other postal licensee and is not picked up by the recipient even on the fifteenth (15th) day after its deposit, the item shall be deemed to have been delivered on that fifteenth (15th) day; if that fifteenth (15th) day is not a business day, the item shall be deemed to have been delivered on the first business day thereafter.

7.4 Each Party shall promptly notify the other Party in writing of any change in any of the information referred to in Art. 7.1 to which it relates.

7.5 Any communication between the Parties in connection with the purchase and delivery of Food Products may be made by email, provided that the Parties:

(a) give prior written confirmation that this is an acceptable form of communication in the given case;

(b) give prior written notice of its contact details necessary to send and receive communications in this form (if different from those set out in Art. 7.1 or 7.2); and

(c) notify in writing any change in their email address and/or other information necessary for this form of communication that they have previously provided to each other.

7.6 Any electronic communication that takes place between the Parties in connection with these Terms and Conditions, the Order and/or the Procurement Contract shall be valid only on condition that it is actually delivered in legible form.

7.7 Any communication between the Parties must be in the Czech language.

7.8 The Parties shall comply with Regulation (EU) 2016/679 of the European Parliament and of the Council 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 (General Data Protection Regulation), abbreviated as GDPR. Personal data transmitted in the context of business cooperation are considered to be data processed for the conclusion and performance of a contract and also data processed for the legitimate interest of the data controllers, which are both parties to the contract on behalf of their employees. The personal data collected will not be used by any party for any other purpose.

8. CHANGE OF TERMS AND CONDITIONS

8.1 The Seller is entitled to change these Terms and Conditions at any time.

8.2 Notification of a change to the Terms and Conditions must be delivered to the Buyer in accordance with Art. 7.

8.3 In the event of a change to these Terms and Conditions, the Buyer shall, upon receipt of information from the Seller about the change to these Terms and Conditions (including any future changes thereto), familiarize itself with the currently applicable Terms and Conditions prior to placing an Order and



acknowledges that in the event of an Order being placed, the rights and obligations of the Seller and the Buyer in connection with such Order shall be subject to the currently applicable Terms and Conditions.

8.4A change to the Terms and Conditions shall not affect the validity and content of the Order, the Procurement Contract and the rights and obligations of the Parties thereunder, provided that the Order was submitted no later than five (5) business days before the change to the Terms and Conditions became effective.

9. LEGAL SUCCESSION, ASSIGNMENT, SET-OFF

9.1 Neither Party shall be entitled to assign or transfer any of its rights, claims or obligations under any Procurement Contract without the prior written consent of the other Party; without prejudice to the provisions Art. 9.3.

9.2 Neither Party shall be entitled to assign the Procurement Contract or any part thereof within the meaning of Section 1895 of the Civil Code without the prior written consent of the other Party; this is without prejudice to the provisions of Art. 9.3.

9.3 Notwithstanding the provisions of Art. 9.1 and 9.2, the Seller shall be entitled to assign any of its claims (or any part thereof) against the Buyer and to assign or transfer any of its claims or any of its rights under any Procurement Contract in the event that the Buyer is in default in the performance of any of its monetary obligations under the Procurement Contract for a period of more than thirty (30) days. The provisions of the preceding sentence shall apply mutatis mutandis to claims of the Seller against the Buyer arising from a breach of the provisions of these Terms and Conditions concerning the Buyer's actions in connection with the Order and its submission.

9.4 The Buyer is not entitled to unilaterally set off any of its claims against any claim of the Seller against the Buyer.

9.5 The Seller shall be entitled to unilaterally set off any of its payable receivables from the Buyer against any payable receivables of the Buyer from the Seller at any time.

10. SPECIAL PROVISIONS

10.1 Pursuant to Section 1765(2) of the Civil Code, the Buyer has assumed the risk of a change of circumstances. Neither Party shall be entitled to petition a court pursuant to Section 1766 of the Civil Code to modify an obligation under any Procurement Contract.

10.2 The Parties enter into each Procurement Contract as entrepreneurs within the scope of their business; therefore, the provisions of Sections 1793 to 1795 of the Civil Code on undue hardship and the provisions of Section 1796 of the Civil Code on usury shall not apply to any Procurement Contract in accordance with Section 1797 of the Civil Code.

10.3 In view of the fact that the Parties enter into each Procurement Contract as entrepreneurs within the scope of their business, in accordance with Section 1801 of the Civil Code, the provisions of Section 1799 of the Civil Code and Section 1800 of the Civil Code on contracts concluded by adhesion shall not apply for the purposes of any Procurement Contract.



10.4 The Parties exclude that, beyond these Terms and Conditions and any Procurement Contract, any rights and obligations of the Parties shall be derived from practices established between the Parties prior to the execution of any Procurement Contract and/or practices or customs existing in the industry of the subject matter of these Terms and Conditions.

10.5 In relation to the provisions of Section 1726 of the Civil Code, the Parties declare that there is no fact (matter), not mentioned or not addressed in these Terms and Conditions, which, according to the will of any Party, should be agreed between the Parties as a condition (prerequisite) for the submission of an Order and the conclusion of any Procurement Contract.

10.6 If a dispute arises between the Parties that cannot be resolved by agreement, such dispute shall be resolved by a court of law. In such a case, the parties agree on the local jurisdiction of the general court of the Seller pursuant to Section 89a of Act No. 99/1963 Sb., Code of Civil Procedure, as amended.

11.FINAL PROVISIONS

11.1 These Terms and Conditions and all Procurement Contracts are governed by the laws of the Czech Republic, in particular the Civil Code.

11.2 If any provision of these Terms and Conditions and/or the Procurement Contract is or becomes invalid, ineffective or unenforceable, or its validity, effectiveness or enforceability is or may be challenged (including, but not limited to, in respect of court decisions or current legal theory), the validity, effectiveness and enforceability of the remaining provisions of these Terms and Conditions and/or the Procurement Contract shall not be affected, provided that such provision is severable from these Terms and Conditions and/or the Procurement Contract as a whole.

11.3 Annex No. 1 to these Terms and Conditions is an integral part thereof.

11.4 These Terms and Conditions shall come into force and effect on 17 May 2018.

On behalf of LE & CO - Ing. Jiří Lenc, s.r.o

In Jirny on 17 May 2018

Ing. Aleš Lenc, Managing Director
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Jiří Lenc, Managing Director
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