

## GENERAL TERMS AND CONDITIONS

of Pivovar Hubertus, a.s. for the sale of goods to customers

**Pivovar Hubertus, a.s.**, Id. No.: 27438104, with its registered office at Na Zámecké 1518/9, Nusle, 140 00 Prague 4, a company registered in the Commercial Register kept by the Municipal Court in Prague, Section B, File No. 10630 (hereinafter referred to as the “**seller**”)

### I. Recitals

1. These General Terms and Conditions (hereinafter referred to as the “**GTCs**”) regulate, in accordance with the provisions of Section 1751 (1) and (3) of Act No. 89/2012 Sbl., the Civil Code, the mutual rights and obligations of the parties arising in connection with the conclusion of a purchase contract between the seller and third parties (hereinafter referred to as the “**buyers**”), which is concerned with the goods produced and offered by the seller.
2. Provisions deviating from the GTCs may be regulated in the purchase contract. Any deviating provisions in the purchase contract shall prevail over the provisions of the GTCs.
3. The provisions of the GTCs shall form an integral part of the purchase contract. By concluding the purchase contract, the buyer shall be deemed to have read the GTCs and accepted them in this wording. On the date of conclusion of the purchase contract, the GTCs in force on that date shall apply.
4. The seller may unilaterally change or supplement the wording of the GTCs. This provision shall in no way affect the rights and obligations arising during the term of validity of the previous version of the GTCs. The seller shall inform third parties of any changes to the GTCs, in particular on the website available at [www.pivovarkacov.cz](http://www.pivovarkacov.cz), so that the buyers have the opportunity to familiarize themselves with the current version of the GTCs.

### II. Definition of Terms

1. Buyer means a natural or legal person entering into a contractual relationship with the seller and concluding a purchase contract with the seller on the buyer’s side.
2. Goods means consumer goods and other goods from the seller’s offer, which are the subject of the purchase contract concluded between the buyer and the seller.
3. In these GTCs, a purchase contract means a specific purchase contract for goods concluded between the buyer and the seller, which refers to these GTCs.
4. Business premises mean the seller’s business premises at the address of its registered office and at the following address: “V Podskalí 6, Kácov, Postal Code: 285 09” and/or at the address where the seller will offer and sell its goods.
5. In order to conclude the purchase contract, the buyer shall select the required quantity of goods and/or services offered and the method of delivery, or provide information

relevant for the delivery of the ordered goods. Buyer’s order means the selection of specific goods offered by the seller.

6. By entering into the purchase contract, the buyer confirms that he/she got acquainted with the following obligations to the seller and represents that:
  - a) *s/he enjoys full legal capacity or is represented by a legal representative;*
  - b) *if s/he has not reached the age of majority, s/he will not order goods that can only be sold to persons over 18 years of age;*
  - c) *s/he has got acquainted with these GTCs prior to concluding the purchase contract, that s/he understands and agrees with them;*
  - d) *the buyer acknowledges that the seller is not obliged to conclude the purchase contract, in particular with persons who have previously materially breached the purchase contract and these GTCs.*

### III. ORDER FOR GOODS

1. The seller shall deliver the goods to the buyer on the basis of the buyer’s orders made in writing or remotely (by e-mail, telephone). The seller shall deliver the goods either to (i) *the address specified by the buyer in the order or (ii) via a pick-up point, at the address of the pick-up point selected by the buyer, or (iii) the goods shall be delivered by personal collection at the seller’s business premises selected by the buyer, unless the parties agree otherwise.*
2. Each order must contain at least i) **identification of the buyer** (name, surname, business name, address, or Id. No.), ii) **identification of the goods ordered** so that they are not interchangeable with any other goods offered by the seller, iii) **information on the quantity of each type of goods ordered**; iv) **choice of containers** (KEG, PET, crate, etc.); v) **information on whether returnable containers will be exchanged** and in what estimated quantity; vi) **method of delivery and collection of the goods**; (vii) **requested date of delivery of the goods** (hereinafter referred to as the “**order**”).
3. If the seller does not confirm the order (*in writing, by email or by telephone*) and/or does not dispatch the order within 48 hours of receipt of the order, the order shall be deemed not to have been accepted. If the seller does not accept the order in whole or in part, this rejection shall not give rise to any claims of the buyer against the seller, whatever the ground.
4. The seller does not verify the identity of the persons placing the order; it is the buyer’s obligation and responsibility to ensure that the order has been placed by an authorised person.

### IV. Payment Terms

1. After the seller delivers the goods, the seller shall issue the buyer a tax receipt – invoice payable within 15 days, unless otherwise agreed.

2. The individual purchase prices of the type of goods offered, as well as the prices of returnable containers, are contained in the seller's price list, which the buyer accepts by sending the order and acknowledges acquaintance therewith. (hereinafter referred to as the "**price list**"). The purchase price for the goods and returnable containers shall be agreed in the purchase contract, i.e. upon confirmation of the order. The prices listed in the price list are valid as of the date of ordering the goods. The purchase price shall be deemed to have been paid when the full purchase price is credited to the seller's account. Unless otherwise stated, the purchase price means the total purchase price for all products and returnable containers ordered, including value added tax.
  3. The goods shall remain the property of the seller until the purchase price for the goods delivered has been paid in full.
  4. If the buyer is in default in payment of the purchase price for the delivered goods or part thereof, the seller shall be entitled to a contractual penalty in the amount of 0.05% of the outstanding amount for each day of delay until full payment. If the buyer pays only part of the purchase price for the goods delivered, the buyer's partial performance shall be deemed to be an acknowledgement of the remaining part of the debt.
  5. If the buyer is repeatedly in default in payment of the purchase price, the seller shall be entitled to demand payment for the goods upon their delivery.
  6. The buyer shall not be entitled to set off its receivables from the seller without the prior written consent of the seller.
  7. The seller shall be entitled to determine the amount of the buyer's purchase limit up to which the seller is willing to allow the buyer to pay for the goods on the basis of an invoice – tax receipt (hereinafter referred to as the "**purchase limit**"). The purchase limit includes all receivables (*payable, non-payable, invoiced and non-invoiced*) that the seller has on record from the buyer. If the purchase limit is reached, the buyer shall be obliged to pay for the goods upon delivery, otherwise the seller shall not be obliged to deliver the goods.
- sanitary or veterinary measures ordered by public authorities.
  3. The goods shall be deemed to have been delivered when they are ready for acceptance by the buyer at the agreed place of delivery, the buyer is informed of the possibility of acceptance and is allowed to accept the goods. The goods shall also be deemed to have been delivered upon their handover to the carrier.
  4. The buyer shall be obliged to ensure that the goods can be delivered and unloaded and that returnable containers can be loaded without restriction by usual means so as to avoid damage to property or health of persons. The buyer shall be liable to the seller in full for any damage resulting from failure to comply with this obligation.
  5. If the goods are accepted at the seller's business premises, the buyer shall acknowledge acceptance of the goods on the delivery note, in which s/he shall also confirm the quantity of returnable containers accepted, the quantity of returned returnable containers and any apparent defects in the goods delivered. If the goods are delivered and accepted by the Buyer in accordance with the order, the goods shall be deemed to have been duly delivered, regardless of whether the order was placed by an authorised person.
  6. The buyer shall be obliged to inspect the goods upon delivery, in particular the quantity and type of goods delivered, the quality of containers, and if the goods are not delivered at the seller's business premises and if the goods are defective, the buyer shall be obliged to notify the seller of the defect in writing and/or by e-mail without undue delay, but no later than within 5 hours after delivery, otherwise the goods shall be deemed to have been delivered in proper (defect-free) condition. The buyer shall not be obliged to accept defective goods.
  7. If the buyer refuses to accept the ordered goods or otherwise prevents the delivery of the goods, the buyer shall be obliged to reimburse the seller for all costs related to the unsuccessful delivery of the goods, including any damage that the seller incurs or has already incurred as a result of the buyer's conduct. The seller shall invoice the costs by a tax receipt – invoice payable within 15 days.

#### **V. Delivery Terms**

1. The goods shall be delivered within the deadline required in the order, provided that the delivery date is at least 4 working days from the date of delivery of the order. If the requested deadline is shorter than 4 days, or if the order does not contain a delivery date, the seller agrees to deliver the goods on the 7th working day from the date of receipt of the order, unless the parties agree otherwise.
2. Force majeure events, in particular fire, explosion, floods, strikes, etc., shall entitle the seller to extend the delivery period accordingly or to withdraw from the purchase contract for impossibility of performance without the buyer's claim for compensation. Force majeure shall also be deemed to include restrictions on subdeliveries by the seller's suppliers, in particular the commencement of insolvency and dstraint proceedings against such supplier,

#### **VI. Storage of Goods and Distribution Principles**

1. The buyer acknowledges the following storage and transportation principles:
  - a. *the goods may be stored in premises at a constant temperature of not less than 5 °C and at least 7 °C below the outside air temperature;*
  - b. *the goods may be stored in dark rooms and are not allowed to be stored in direct sunlight;*
  - c. *the goods must not be exposed to heat, i.e. they must not be stored next to heat sources or equipment that gives off heat;*
  - d. *the goods must be transported in a cool place, at a temperature of no more than 10°C, and in the dark.*

2. The buyer acknowledges that the goods in KEG containers must be stored in a warehouse until delivery, where they must remain in a stabilized position for at least 12 hours before being served to the final consumers in order to preserve the quality of the goods and to eliminate the effects of transporting the goods. The buyer agrees to handle the delivered goods in such a way that no unnecessary shocks occur when handling the KEG containers.
3. If the buyer demonstrably or repeatedly fails to comply with the conditions set out in this Article, the seller shall be entitled to refuse to deliver the goods to the buyer and withdraw from the concluded contract.

## VII. Claims of Defects of Goods

1. The buyer shall be obliged to claim defects of the delivered goods, which were not apparent at the time of delivery of the goods, with the seller without delay, but no later than within 24 hours after their discovery, in writing and/or by e-mail. If the defect was already detectable at the time of delivery of the goods (*e.g. incorrect quantities and types of goods delivered*) and the defect was not notified in accordance with Art. V (6), the seller shall have no rights arising from defective performance and the claim shall not be recognized by the seller. Notice of claim of the delivered goods must be delivered to the seller no later than on the last day of the warranty period provided by the seller for the goods. Late claims shall not be accepted by the seller.
2. Claims of the goods must include:
  - a) *the ground for the claim (e.g. quantity, composition, quality, etc.);*
  - b) *the designation of the claimed goods;*
  - c) *the date of conclusion of the purchase contract and the invoice number with which the goods were charged;*
  - d) *the date on which the claimed defect was discovered;*
  - e) *a true and complete description of the defect and all its manifestations.*
3. The buyer expressly acknowledges that no more than 15% of the containers of the goods claimed may be opened and the goods in KEG containers must contain at least 85% of the original contents. The buyer shall be obliged to store the claimed goods separately from the faultless goods. If the buyer violates these binding conditions, the buyer shall lose the possibility of exercising rights arising from defective performance. If the seller so requests, especially in cases of alleged fermentation or other deterioration of the goods, the buyer shall be obliged to have the goods analysed by a certified laboratory to prove the alleged defect.
4. In case of demonstrable defective performance, the buyer shall have the right:
  - a) *to have the defect remedied; or*
  - b) *new goods delivered.*

If it is not possible for the seller to provide substitute performance according to the previous sentence, the buyer shall be entitled to a reasonable discount on the purchase price. The application of Section 2107(3) of the Civil Code shall be excluded.

5. When making a claim, the buyer shall be obliged to inform the seller what right the buyer has chosen in accordance with the previous paragraph.
6. If the buyer fails to notify the seller of any defects ascertained in accordance with these terms and conditions, the buyer shall lose the rights arising from the defective performance.
7. The buyer shall not have any right arising from defective performance if the buyer knew that the goods were defective before taking over the goods and/or if the buyer caused the defect. If the goods have a defect for which the seller is liable and if the goods are sold at a lower price or as second-hand goods, the buyer shall only be entitled to a reasonable discount.
8. The seller shall not be liable for defects or damage to the goods which are proven to have arisen because:
  - a) *the goods have been used in contravention of the regulations or recommendations in the documentation supplied or have been used for a purpose other than that for which they are intended;*
  - b) *the goods have been damaged by unprofessional intervention, fall or impact, or by mechanical influences;*
  - c) *the goods have been damaged by non-compliance with the rules laid down by the manufacturer, these terms and conditions or by the intervention of foreign objects that have entered the goods;*
  - d) *the goods have been exposed to adverse influences such as chemicals that are aggressive;*
  - e) *the goods have been damaged by improper and incorrect storage by the buyer or a person engaged by the buyer.*
9. If the claim is unjustified, the seller shall invite the buyer to take back the goods. The seller shall provide the buyer with a period of 15 days from the date of sending the buyer the notification of the result of the claim to collect the unjustifiably claimed goods. After expiry of this period, the uncollected goods shall be stored in a warehouse at the buyer's expense.
10. The buyer's claims under the warranty shall be extinguished if the purchase price for the goods has not been paid when due.
11. The seller shall not be liable to the buyer for damage, i.e., in particular for lost profits, loss of clients or consequential damage, if these have arisen as a result of delivery of defective performance (goods) by the seller, which the buyer expressly acknowledges and agrees to by purchasing the goods.

## VIII.

### **Packaging Material**

1. Packaging, i.e. pallets, EURO pallets, KEG drums, PET bottles, plastic crates, and glass bottles (hereinafter referred to as "**containers**"), is returnable and remains the property of the seller. The buyer agrees to pay a refundable deposit for the containers and to return the containers to the seller on an ongoing basis, but in each case no later than within 10 days after the buyer has taken possession of the containers from the end customers.
2. The amount of the deposit for each type of container is specified in the price list. In the event of an increase in the price of the containers, the seller shall notify the buyer of this fact at least 10 days before the price change.
3. The buyer shall handle the containers carefully so as to avoid their damage, destruction or loss. If the container is damaged, the seller shall not be obliged to accept it. If a KEG is damaged, destroyed or lost, the seller shall be entitled to claim a contractual penalty in the amount of the price of the container in question according to the price list for each KEG destroyed and/or lost.
4. The buyer shall pay the deposit for the containers together with the goods upon delivery. When the containers are returned to the seller, the deposit for the containers shall be credited to the buyer.
5. If the seller delivered the goods in bottles, the buyer agrees to sort these returnable containers so that each plastic crate contains identical and undamaged bottles (*bottles of the same type and marking*). If the buyer returns the containers on pallets or EURO pallets, each pallet must always contain identical containers, i.e. either crates or KEG drums.
6. The seller shall be entitled to ask the buyer to provide and reconcile the records of returned and delivered containers. If the buyer fails to provide cooperation within 10 days and fails to reconcile the records, the buyer shall be deemed to agree with the records kept by the seller.
7. If the buyer fails to return all the containers to the seller, despite a notice with a deadline for performance of not less than 10 days, the buyer shall be deemed to have purchased the unreturned containers from the seller for the purchase price corresponding to the amount of the deposit provided.

### **IX.**

#### **Miscellaneous Provisions**

1. The buyer agrees to allow the seller and its agents access to the premises where the goods are stored in order to check compliance with the storage conditions. During opening hours, the buyer shall be obliged to allow access at any time; outside opening hours, the buyer shall be obliged to allow access only if the seller has notified the buyer of such inspection at least 3 working days in advance.
2. The buyer and the seller expressly exclude the application of Sections 1799, 1800 and 2051 of the Civil Code.
3. The buyer assumes the risk of a change in circumstances according to Section 1765 (2) of the Civil Code.

4. The seller shall be entitled to unilaterally change these terms and conditions, in which case the seller shall be obliged to inform the buyer of the change.
5. If a framework purchase contract has been concluded between the seller and the buyer, it can be terminated by written notice without giving any reason. The notice period shall be three (3) months from the date of delivery of the notice to the other party, unless otherwise agreed.

### **X.**

#### **Special Provisions for Consumers**

1. If the buyer is a consumer within the meaning of Section 419 of the Civil Code and if the purchase contract was concluded in a distance manner, the buyer shall have the right to withdraw from the purchase contract in accordance with Section 1829 of the Civil Code without giving any reason and without penalty within 14 days. The deadline referred to in the first sentence shall run from the date of conclusion of the contract and in the case of
  - a) *the purchase contract, from the date of acceptance of the goods;*
  - b) *a contract concerned with several types of goods or supply of several parts, from the date of acceptance of the last delivery of the goods; or*
  - c) *a contract concerned with regular recurring delivery of goods, from the date of acceptance of the first delivery of the goods.*
2. The buyer acknowledges that according to the provisions of Section 1837 of the Civil Code, it is not possible to withdraw from, inter alia, (i) a purchase contract for the supply of goods that have been modified according to the buyer's wishes or for the buyer, (ii) a purchase contract for the supply of perishable goods or goods (e.g. food), as well as goods which, after delivery, have been irretrievably mixed with other goods, (iii) from a contract for the supply of goods in closed packaging which the consumer has removed from the packaging and which cannot be returned for hygiene reasons (e.g. if the buyer damages the protective packaging of the goods or breaks the safety seal or if the goods (e.g. food) may be otherwise contaminated). With regard to compliance with hygiene standards and these GTCs, the buyer hereby expressly agrees that the seller may reject the withdrawal from the contract in the event of any suspected breach by the buyer of the hygiene standards and these GTCs and send the returned goods back to the buyer at the buyer's expense; if for objective reasons it is not possible to send the returned goods back to the buyer (e.g. for hygiene reasons or due to breaking the protective packaging), the buyer shall be entitled to dispose of the goods.
3. The notice of withdrawal from the contract must be made in writing or by e-mail and must be delivered to the seller no later than on the last day of the statutory period. In the event of withdrawal from the contract, the buyer shall bear the costs associated with the return of the goods, if the goods, due to their nature, cannot be returned as a regular consignment by mail.
4. In case of withdrawal from the purchase contract, the buyer shall be obliged to send back the unused,

undamaged and complete goods in the original undamaged packaging to the seller together with the notice of withdrawal from the contract.

5. In the event of a valid withdrawal from the purchase contract by the buyer, the seller shall return to the buyer without undue delay, but no later than within fourteen days of the withdrawal from the purchase contract, all monies, including delivery costs, that the seller received from the buyer under the purchase contract, in the same manner in which the monies were received. The seller shall be entitled to return the monies received to the consumer in a different manner only if the buyer has agreed to this and if s/he does not incur any costs. In the event that the buyer has chosen a delivery method other than the cheapest delivery method, the seller shall reimburse the buyer for the cost of delivery of the goods in the amount corresponding to the cheapest delivery method offered. The seller shall be obliged to reimburse the buyer for the costs associated with the return of the goods if the seller failed to inform the buyer of the obligation to bear these costs under Section 1820(1)(g) of the Civil Code. If the buyer withdraws from the purchase contract, the seller shall not return the funds received before the buyer returns the goods to the seller.

#### **XI. PERSONAL DATA PROTECTION**

1. The buyer agrees to the processing of the following personal data: name and surname, residence address, identification number, tax identification number, e-mail address (contact details), telephone number (hereinafter jointly referred to as the “**personal data**”).
2. The buyer agrees to the processing of the personal data by the seller for the purposes of exercising the rights and obligations under the purchase contract and for the purposes of maintaining the user account. Unless the buyer chooses another option, the buyer agrees to the processing of the personal data by the seller also for the purpose of sending information and commercial communications to the buyer. Consent to the processing of the personal data in its entirety according to this Article is not a condition that would in itself prevent the conclusion of a purchase contract. The buyer shall be entitled to refuse consent to sending information and commercial communications at any time.
3. The buyer acknowledges that he/she is obliged to provide his/her personal data (during registration, in his/her user account, when placing an order by e-mail) correctly and truthfully and that he/she is obliged to inform the seller without undue delay of any change in his/her personal data.
4. The seller may entrust a third party as a processor to process the buyer’s personal data. Apart from the persons transporting the goods, personal data shall not be passed on to third parties by the seller without the prior consent of the buyer.
5. The Personal Data shall be processed for an indefinite period of time. Personal data shall be processed in electronic form in an automated manner or in paper form in a non-automated manner.

6. The buyer confirms that the personal data provided is accurate and that he/she has been informed that this is a voluntary provision of personal data.
7. If the buyer believes that the seller or the processor is processing his/her personal data in a way that is contrary to the protection of the buyer’s private and personal life or contrary to the law, in particular if the personal data are inaccurate with regard to the purpose of their processing, the buyer may:
  - a) *ask the seller or the processor for an explanation;*
  - b) *require the seller or processor to remedy the situation.*
8. If the buyer requests information about the processing of his/her personal data, the seller shall be obliged to provide him/her with this information. The seller shall have the right to demand a reasonable fee for the provision of information under the previous sentence, not exceeding the costs necessary to provide the information.

#### **XII. FINAL PROVISIONS**

1. If any provision of the purchase contract or the GTCs is or becomes invalid, and it is not a provision that would render the entire contractual relationship invalid, the other provisions of the purchase contract or these GTCs shall remain unaffected and in force. The parties shall replace the invalid or ineffective provision with one that corresponds or comes as close as possible to the original intention of the contractual relationship in the commercial and legal sense.
2. All relations that are not stipulated in these GTCs shall be governed by the applicable law of the Czech Republic, where this law is governing, in particular the Civil Code. In accordance with Section 89a of Act No. 99/1963 Sb., the Code of Civil Procedure, as amended, the parties have agreed the court having venue jurisdiction over disputes arising from the purchase contract and/or these GTCs shall be the general court according to the registered office of the seller.
3. All notices, requests and other communications relating to the purchase contract (hereinafter also referred to as documents) shall, unless otherwise specified, be made to the other party to this contractual relationship in writing and/or by e-mail. Documents addressed to the other party shall be addressed and delivered primarily to the address of the business premises specified in the purchase contract. In exceptional cases, they may also be delivered to the statutory representative at his/her place of residence (registered office) or wherever he/she is expected to accept the consignment, or personally with a confirmation of delivery and, if applicable, with the verification by at least one witness that it has been delivered.
4. If documents are delivered through the delivering authority (the post office), and if the post office fails to deliver such consignment, e.g., because the served party or the served representative was not present at their address, and the served party or the served representative fails to

collect the deposited consignment from the post office, the last day of the deposit period shall be deemed to be the date of delivery of the consignment, even if the served party or the served representative was not aware of the deposit.

5. In the event of a dispute between the buyer and the seller, the seller may also use the option of out-of-court dispute resolution. In such a case, the buyer may contact the out-of-court dispute resolution entity, which is the Czech Trade Inspection ([www.coi.cz](http://www.coi.cz)) and follow the rules set out there. More information on out-of-court dispute resolution can also be found on the website of the Czech Trade Inspection.
6. These GTCs shall take effect on 1 January 2024.