

GENERAL AND DELIVERY TERMS AND CONDITIONS OF ZHHOLINGER s.r.o.

Validity of the GDTC from 01.02.2023

I. General provisions and validity

1. These General and Delivery Terms and Conditions (hereinafter referred to as the "GDTC") govern all commercial contractual relationships in which the company ZHHOLINGER s.r.o., with its registered office at Průmyslová 1558/2, Ústí nad Labem - centrum, 40001, registered with the Regional Court in Ústí nad Labem under file number C9738, acts as a supplier (hereinafter referred to as "ZHHOLINGER" or the "Contractor").
2. These GDTC come into force upon publication on the Contractor's website with the date of creation or update. The Contractor reserves the right to unilaterally change or modify these GDTC. These GDTC are binding on both parties and form an integral part of any contract for work between the Contractor and the Customer.
3. The GDTC shall apply to all purchase contracts and contracts for work between the Contractor and the Customer and all orders. Contractual relations shall be governed by the legal regulations of the Czech Republic. If the Customer is a consumer, relations not governed by these GDTC shall be governed by the Civil Code as amended. If the Customer is not a consumer, the provisions of the General Terms and Conditions shall prevail over the dispositive provisions of the applicable legal regulations.
4. All contract documents will be considered complementary and/or explanatory. In the event of a conflict, the interpretation of the documents and their order of priority shall be as follows, unless otherwise specified in the contract:
 - a. The contract, including any specific terms and conditions incorporated into the contract
 - b. Annexes to the contract
 - c. ZHHOLINGER GDTC in force on the relevant date
 - d. Other documents (if applicable)
5. By placing an order, irrespective of its form, the Customer acknowledges that it has read these GDTC and agrees to the GDTC without reservation.
6. The GDTC are valid for all orders placed in person, by email, in writing or via www.zhholinger.com.
7. In the case of orders placed via the online shop, the Contractor undertakes to confirm receipt of the order by email. In this case, the contract for work is concluded by sending the confirmation of receipt of the order by the Contractor.

II. Conditions for the execution of work

1. Upon receipt of an inquiry for the execution of work not made via the e-shop, the Contractor shall send the Customer a price calculation for the execution of work. Upon confirmation of the price calculation, the proposed price becomes binding. If the Customer fails to confirm the price calculation to the Contractor within 3 working days from the date of sending the price calculation by the Contractor, the Contractor is not obliged to start the work or to carry out the work.
2. Upon confirmation of the price calculation, the Contractor shall prepare a graphic design for the execution of work, which shall form part of the Contractor's activities for the Customer. The production of the graphic design is always part of the Contractor's activity, even if the Customer supplies a suitable graphic design itself. The preparation of the graphic design is included in the price calculation of the work.
3. Unless otherwise agreed in writing, the price for packaging and transport shall be charged separately.
4. The Contractor is obliged to send the graphic design to the Customer in the form of e-mail.
5. After written approval of the proofreading, the Contractor enters the work into the production process and the delivery period starts.
6. If the sent proofreading are approved or the Customer waives the right (conditional on written notification) to have them assessed and instructs production to start, the Customer assumes all risk of any errors, unless they are errors resulting from the production process.
7. The Contractor shall not be liable for the content of the supplied documents to be used for the production of the work. Any liability for ownership rights shall be borne entirely by the Customer; by sending to the Contractor, the Customer confirms that it is entitled to use the sent graphic documents for the production of the work and that no third-party rights are attached thereto.
8. The Customer acknowledges that there may be a deviation in colour in the work produced depending on the materials used and the production technology compared to the graphic design (for example, when changing the printing technology or when producing 3D labels – when the printed label is covered with colourless resin). This deviation in colour is not considered a defect in the work and is not a reason for complaint.
9. The Contractor is entitled to commission a third party to carry out the work, and even in this case is liable to the Customer as if it had carried out the work itself.

III. Delivery terms

1. The place of handover of the completed work is the Contractor's premises unless otherwise agreed.
2. If a different place of delivery of the completed work is agreed, the Customer is obliged to provide the Contractor with a transport disposition indicating the exact address, telephone number and name of the contact person.
3. The Customer is obliged to inspect the work after acceptance, including quality and quantity. The Customer shall complain in writing to the Contractor about defects in the work. In the event of an unfounded or unjustified complaint, the costs of transport to the Contractor and of returning the work to the Customer shall be borne by the Customer.
4. The delivery period of the ordered work shall begin upon written approval of the text and graphic proofreading, or upon receipt of the advance payment (if required pursuant to Article IV. Payment Terms, paragraph 3).
5. The Contractor shall consider the delivery period to be fulfilled at the moment the completed work leaves the Contractor's production plant or when the completed work is prepared for dispatch within the agreed time limit. The Contractor is entitled to deliver the work at any time during this period. Unless otherwise expressly agreed, the agreed delivery dates (deadlines) are only approximate. The delivery period shall be indicated in the offer sent to the Customer, unless otherwise agreed.
6. In the event of additional changes for the execution of work, the delivery period may be extended according to the severity of the changes for 5-10 working days.
7. All means used for the production of the work (lithographs, drawings, graphic designs), which the Contractor creates or modifies in connection with the work order, remain the property of the Contractor even after financial settlement.
8. Chrom3D – the price calculation includes the production of the mould. This mould is stored free of charge at the Contractor's production premises.

9. For technical reasons, the Customer agrees to a possible technological deviation from the agreed quantity within +/- 10% according to these GDTC, whereby the Contractor is entitled to payment for the quantity actually delivered.
10. The Contractor shall have the right to choose the method of dispatch of the completed work.
11. In the event that the Customer fails to accept the delivery of the work within 15 days from the date of execution, the Contractor shall be entitled to store the work at the Customer's risk, and charge 1% of the offer price for each day of storage.
12. If, at the Customer's request, the production for the completion of the work is suspended, the Contractor shall be entitled to charge the Customer for the costs associated with the suspension of production.
13. The Contractor shall not be in default in the execution of the work within the agreed time if the Customer fails to fulfil its obligations within the agreed time limits - in particular, default in the payment of invoices.
14. The work shall be dispatched in appropriate packaging, at the Contractor's discretion, to provide only basic protection against mechanical damage to the work. The Customer shall be obliged to dispose of the packaging in which the work is delivered in accordance with the provisions of Act No.185/2001 Coll., on Waste, as amended.

IV. Payment and price terms

1. The Customer is obliged to pay the Contractor the price of the work, which is set as contractual and quoted exclusive of VAT.
2. The price of the work shall be payable by the Customer to the Contractor upon acceptance of the work, unless otherwise agreed between the Customer and the Contractor. According to these GDTC the due date for invoices issued is 14 days. In the event of delay in payment of the price by the Customer, the Contractor is entitled to demand a contractual penalty of 0.05% of the amount due for each day of delay and, if this situation lasts longer than 15 days, subsequently a contractual penalty of 0.3% of the amount due for each day of delay.
3. The Contractor shall have the right to demand partial payment of the work before the commencement of actual production, in the form of an advance invoice. The Customer shall be informed of this in writing. An advance invoice for the total offer price may be requested before production begins in the event of a deterioration in the Customer's payment situation.
4. The mutual set-off of claims between the Contractor and the Customer may be effected only after mutual written agreement.
5. The invoice for the execution of the work is sent to the Customer electronically to the contact email provided.

V. Dispute resolution and liability for defects in the completed work

1. The warranty period shall be six months, unless a longer period is provided for by the law, and shall commence from the date on which the Contractor fulfils the obligation to perform the work. If a different period is agreed, the agreed period shall prevail over the warranty period according to the GDTC.
2. In the event of obvious defects in the completed work, the Customer undertakes to submit a complaint in writing within 2 working days of the handover of the products according to the object of performance. In the case of hidden defects, the Customer is obliged to file a complaint as soon as they become apparent, within 6 months at the latest. The Customer accepts that no account will be taken of subsequent complaints.
3. If the Contractor accepts the validity of the complaint, the defective work shall be repaired free of charge (if technically feasible), a replacement shall be supplied, or a discount shall be granted. In the case of repair or replacement, a reasonable time limit will be applied for delivery.
4. The return of the complained work is only possible by mutual agreement in writing.
5. The Contractor shall not be liable for defects caused by the documents supplied or the procedures required by the Customer, nor for defects caused by the Customer's lack of cooperation.
6. The Contractor shall also not be liable for defects in the work caused by unprofessional or inappropriate handling, use and installation contrary to normal use or neglect of care of the work, wear and tear caused by normal use, defects caused by mechanical damage to the work after the risk of damage to the work has passed, and use of the work in conditions that do not correspond to the environment specified in the technical specification of the materials used.
7. Liability for defects also shall not apply to a product supplied at a discount if the discount was granted for such defects.
8. The risk of damage to the completed work shall pass from the Contractor to the Customer at the time of handing over the dispatched work to the carrier or at the time of physical acceptance by the Customer at the Contractor's plant.
9. The Contractor's liability for damage in the aggregate incurred by the Customer in connection with the performance of the contract or breach of a legal regulation shall be limited to a maximum of 10% of the total price, exclusive of VAT, for the performance of the contract for the execution of the work, in the aggregate. The Customer agrees that only actual damage shall be compensated. Lost profits and other types of damage shall not be compensated. Any contractual fines or other penalties paid by the Contractor to the Customer shall be fully included in the Contractor's compensation.
10. Any disputes between the Contractor and the Customer shall be governed by the applicable laws of the Czech Republic, in particular the Civil Code as amended. In the event of a final court decision, both the Contractor and the Customer agree to accept and be bound by such decision. Any disputes shall be settled by the Regional Court in Ústí nad Labem.

VI. Protection of Information

1. Each party will keep in strict confidence all information and materials provided by the other party in connection with the GDTC or the concluded contract.

VII. Communication between the Parties

1. All the communication dealing with day-to-day business activities between the parties may be made electronically (by email).
2. Any notice to be given to either party under the contract shall be in writing and shall be delivered by personal delivery or sent by courier, post or email to the appropriate address specified for that purpose in the contract. Either party may change its stated address by written notice to the other party.
3. Any notice under this GDTC shall be deemed to be given on the date of receipt (refusal of receipt) if given by hand delivery or the date of delivery if given by courier, post or email.

VIII. Other contractual arrangements

1. Except where the contract expressly states otherwise, all amendments to the contract shall be binding only in writing and signed by a duly authorized representative(s) of the parties.
2. A written document sent by registered mail or e-mail shall be deemed to be a written form of communication.

IX. Final provisions

1. All additions, modifications and changes to these GDTC must be made in writing in the contract, specifying exactly which parts of the GDTC are modified for the business case and how, and must be signed by authorized representatives of both parties. Agreed differences in the contract shall take precedence over these GDTC.
2. The GDTC shall be automatically attached to the offer sent to the customer.
3. These GDTC shall come into force and effect on the date of their announcement by 2HHOLINGER s.r.o. and placement on the company's website.