

General Commercial Terms and Conditions

of SEMIX PLUSO, spol. s r.o. (hereinafter referred to as SEMIX)

I. General provisions

1. These general commercial terms and conditions stipulate the rights and obligations of the SEMIX company and its customers in the course of deliveries of goods from the product portfolio of the SEMIX company pursuant to the customer's order.
2. These general commercial terms and conditions are binding upon all customers of the SEMIX company, i.e. both for legal entities and individuals who have concluded contractual relationship with the SEMIX company that is governed by these general commercial terms and conditions.
3. These general commercial terms and conditions become effective on the day they are made public on the website of the SEMIX company (www.semix.cz). The SEMIX company reserves the right to amend these general commercial terms and conditions at any time. Such updated commercial terms and conditions, as well as their changes, appendices or amendments would become valid on the day they would be made public on the website of the SEMIX company. If the second contractual party does not express any comments on the new general business conditions within 7 days of its publication, it will be taken that this contractual party has accepted these conditions without any objections and the conditions have now come into full effect.
4. All relations between the SEMIX company and its customer that are not stipulated by these general commercial terms and conditions shall be subject to the appropriate provisions of the Commercial Act in its valid version. If the customer is deemed as being "consumer" pursuant to the provisions of Sec. 52 Par. 3 of the Commercial Act in its valid version, i.e. he or she is a customer who does not conduct commercial or other business-like activity in the conclusion of the contract and realization thereof, all relations between the SEMIX company and this individual that are not stipulated by these conditions shall be subject to the appropriate provisions of the Civil Code in its valid version.

II. Goods ordering

1. An order can be sent to the SEMIX company via general post, fax, e-mail, or it can be placed over the phone in contact with the branches of the company, the list of which is made public on the website of the SEMIX company. The obligation on SEMIX to supply ordered goods comes into effect only once the order has been confirmed by SEMIX in writing or by telephone. In this case confirmation in writing is by e-mail, fax or post.

2. The customer shall provide the following data in the order:

- a. One's own identification, i.e. business name of the company, or first name and last name, business address/residence, Company number, Tax number, contact information (telephone, fax, e-mail, postal address), or the name of the person who is authorized to represent the customer.
- b. Item code of the ordered goods, and description, if necessary.
- c. Numbers and amounts of the goods ordered.
- d. Delivery address (if this information is not provided, the SEMIX company shall assume that the goods ordered shall be delivered to the address that was provided as being the business address/residence).
- e. Business hours during which the goods shall be delivered.

III. Purchase prices of the goods

1. The purchase price for the goods shall be calculated pursuant to the current price list of the SEMIX company. The SEMIX company shall provide the customer with a printout of the current valid price list for the particular time period, upon request.
2. The SEMIX company reserves the right to increase the product prices in comparison to the prices that are listed in the price list printout in case of significant and relevant price increases on the side of its contractors, as caused by the increase of prices of raw materials, or by significant exchange rate changes. The SEMIX company undertakes to inform the customer of these changes accordingly.

IV. Purchase price terms and payment conditions

1. The customer shall pay the purchase price for the goods delivered via a credit transfer to the account of the SEMIX company that is listed on the invoice, or in cash upon the acceptance of the goods.
2. In case of non-cash payment method the purchase price is deemed as being paid when the appropriate price is credited in favor of the account of the SEMIX company. The account number is listed on the invoice. Cash payment receipt means the invoice on which the method of payment in cash is stated.
3. The purchase price for the goods that the SEMIX company delivers to the customer pursuant to his order shall be due on the date that is listed on the invoice that the SEMIX company shall issue to the customer.
4. The customer shall settle all obligations towards the SEMIX company pursuant to business practice that is defined within these general commercial terms and conditions, provided that ad-hoc payment conditions were not agreed individually with the SEMIX company. In case the customer is in default in payment of the purchase price, or part thereof, he shall lose the right to discount that the SEMIX company would normally grant, and he shall pay contractual penalties in the amount of 0.1 % of the amount owed for every day he is in default.

5. In case the customer becomes in default in payment of any kind of financial obligation towards the SEMIX company for the period of time exceeding 14 days, as defined by the contractual relationship, all other obligations towards the SEMIX company become due as of the 15th day.
6. The SEMIX company reserves the right to demand that a customer who has not fully settled his financial obligations and is in default in payment in relation to the SEMIX company pay the goods delivered in cash. In case the customer disagrees the SEMIX company reserves the right to deliver the goods in question as soon as the obligations of the customer will have been fully settled.

V. Goods delivery terms

1. The SEMIX company shall deliver the goods at its own expense and risk to the agreed delivery address on week days and during its business hours.
2. Unless otherwise agreed the SEMIX company undertakes to deliver the goods as soon as possible, however in any case not later than within 5 business days from the day the order is accepted.
3. The SEMIX company shall submit a delivery note to the customer along with the delivered goods; this delivery note shall contain information on the goods delivered and amounts and numbers. The customer shall inspect the goods' cardboard package (refer to Article VII. "Complaints and warranty period") and then he shall sign and stamp the delivery note, by which he acknowledges the acceptance. In case he fails to do so the vendor is entitled to refuse to hand over the goods to the customer.
4. The customer shall notify the SEMIX company immediately in writing of any change in the delivery address or the person who is authorized to accept the delivered goods. The SEMIX company shall not be held responsible for any damage caused by wrong or delayed deliveries, if they are caused by the customer's violation of the provisions of this paragraph.
5. The transfer of risks in relation to the goods damage from the vendor to the buyer shall take place upon the acceptance of the delivered goods.
6. The SEMIX company shall issue an invoice for the customer; this invoice shall be delivered to the customer along with the goods and the delivery note, or it can be sent to the company's address. All invoices shall include the following data, aside from the data the inclusion of which is required by law:
 - a. identification and number of the invoice.
 - b. (business) name, address, company number and tax number of both the vendor and buyer, Commercial Register file data (court, section, file number).
 - c. the vendor's bank account information.
 - d. purchase price due date.
 - e. delivered goods description and amounts or numbers.
 - f. price excl. VAT, VAT, overall price to be paid.

VI. Complaints and warranty period

1. During the goods acceptance process the customer shall inspect the cardboard package and the goods as such. A complaint has to be filed

immediately in writing in case of unacceptable amounts or faults that are apparent at the time of delivery, in any case not later than 48 hours after acceptance. In the complaint protocol the customer shall describe the nature of the fault and how it manifests itself.

2. The customer has the right to return unused goods within 14 days from delivery, with the exception of goods that have been adjusted as per special request.
3. If the customer is deemed to be a "consumer" pursuant to the provisions of Sec. 52 Par 3 of the Civil Code in its valid version, i.e. he or she is a customer who does not conduct commercial or other business-like activity in the conclusion of the contract and realization thereof, he or she has the right to terminate the purchase contract in case of unused goods within 14 days from the day of delivery. However, the customer shall not have this right if and when the goods in question have been adjusted as per the customer's special requirement, or in case of goods with short spoil-, wear-, or out-of-use times.
4. Warranty is offered to the customer for the delivered goods, as stipulated by applicable legislation.

VII. Final provisions

1. These general commercial terms and conditions cover only issues that are related to the purchase of goods listed in the price list of the SEMIX company. In case of special goods that are not listed in the price list of the SEMIX company these general commercial terms and conditions shall apply only in the form of auxiliary regulation for those issues that are not covered by individual agreements between the SEMIX company and its customer.
2. The SEMIX company and the customer might agree in writing that certain specific provisions of these general commercial terms and conditions, or even the whole terms and conditions as such, shall not be applicable or particular details can be altered differently from these general business conditions
3. Pursuant to the provision of the law number 216/1994 Coll. on arbitration proceedings and on enforcement of arbitration awards, as amended, the contracting parties agree that all disputes that arise from this contract and realization thereof shall be settled in arbitration before a sole arbitrator pursuant to Arbitration Rules of Procedure, as issued by The Union For Arbitration and Mediation Proceedings, Company number: 27166147 (hereinafter referred to as "Union") and made public on the website www.urmr.cz, whereas the arbitrator shall be entered in the List of arbitrators that is administered by the Union as of the day the claim is submitted. The contracting parties hereby expressly authorize the Union to nominate an arbitrator pursuant to the Arbitration Rules of Procedure for the purpose of arbitration, as agreed in this arbitration clause. The contracting parties hereby authorize the appointed arbitrator to rule in the matter of any disputes according to the equitable doctrine. The contracting parties expressly acknowledge that prior to the arbitration agreement they had (and will have) the change to make themselves familiar with the provisions of the Arbitration Rules of Procedure, as well as with the provisions of the decree on the costs related to the arbitration. They acknowledge that they have done so and that they consider these documents as being integral part of this arbitration agreement.

4. These general commercial terms and conditions become effective on 10. 4. 2008