

CONDITIONS FOR MANAGEMENT OF TRANSPORT PACKAGING

Kablo Vrchlabí s. r. o.

valid from 1. 1. 2022

Article I. Purpose

- (1) The conditions for management of transport packaging (hereinafter only referred to as the "**Conditions**") shall govern, in a binding way, the fundamental and decisive rights and obligations between **Kablo Vrchlabí s.r.o.**, with the registered office at Vrchlabí, Českých bratří 509, 543 01 Vrchlabí, Registration No.: 05593174, registered in the Commercial Register at the Regional Court in Hradec Králové, Section C, Inlet 38265, as the seller (hereinafter only referred to as the "**Seller**"), and the client of this company as the buyer (hereinafter only referred to as the "**Buyer**").
- (2) By the conclusion of the Purchase contract or the Framework purchase contract for the products of the Seller (hereinafter only referred to as the "**Purchase contract**"), the Buyer declares that it has been acquainted with these Conditions as well as with the Annexes hereto, and it expresses its consent to the Purchase contract being governed by these Conditions. The Seller shall be authorized to modify these Conditions at any time. However, it must notify the Buyer of each new version without undue delay; the latter shall express the consent to the changes by the first payment of the agreed price for the Transport packaging after the realized changes of the Conditions. From that moment onwards, the Buyer shall agree with the changes of the Conditions and be obliged to comply with them.
- (3) The subject hereof is the regulation of the Conditions of the sales and buyback of the Transport Packaging (hereinafter only referred to as "**Packaging**") delivered by the Seller to the Buyer.
- (4) The management and buyback of a specific part of the Packaging - Cable metal drums (hereinafter only referred to as "**Packaging KBB**") – shall be governed by the points specified in Article VII. hereof and they shall only have a nature of a recommendation for the Buyer.
- (5) When dealing with the Packaging, they shall be considered goods.

Article II. Types of Packaging

- (1) These Conditions shall apply to the following Packaging, on which the goods of the Seller are delivered:

- wooden pallets, EUR
- wooden pallets, others
- metal pallets for drums, coils
- cable metal drums – packaging KBB
- cable metal, wooden, plywood, plastic drums
- paper barrels, cartons
- NPS coils small, big
- plastic coils
- bags for PVC
- formwork, beams and interlays for cable drums
- other special transport packaging

Article III. Evidence of Packaging

- (1) Metal and wooden cable drums and selected special Packaging are registered and marked with evidence numbers. The numbers of such Packaging items shall form a part of the delivery note of the Seller and in case of a buyback of the Packaging, they shall also form a part of the delivery note of the Buyer.
- (2) In case of other Packaging items, only their quantity shall be specified in the delivery notes of the Seller.

Article IV. Prices of Packaging

- (1) The Seller shall sell the Packaging for the sales price according to the applicable price list.
- (2) The Buyer shall sell the Packaging back to the Seller for the redemption price according to the applicable price list (it shall not apply to the Packaging KBB).
- (3) Unless the Seller and the Buyer agree otherwise in the Purchase contract, the basic price list of the Packaging, which forms the Annex No. 1 hereto, shall apply; however, with the exception of the Packaging KBB.

Article V. Billing of Packaging

- (1) The Seller shall be authorized to bill the prices of the Packaging together with the products, which will be delivered on them to the Buyer.
- (2) With the exception of the Packaging KBB, the Buyer shall have the right to sell the Packaging back to the Seller at the latest by 6 months from the day of issuing the invoice of the Seller for such Packaging. If the Buyer fails to comply with the 6-month period, it may only sell the Packaging back on the basis of an agreement with the Seller.
- (3) During the redemption of the Packaging (it shall not apply to the Packaging KBB), the Buyer shall be obliged to:
 - issue and send a delivery note together with the Packaging according to Article III. hereof;
 - issue and send the invoice to the Seller at first on the day of the handover of the shipment to the forwarding company and at the latest within 14 days from the handover of the Packaging to the forwarding company realizing the transport of the Packaging to the Seller.
- (4) The Seller shall be authorized to return an invoice of the Buyer, which fails to include the prerequisites according to the previous paragraphs. Then the Buyer is obliged to issue a new invoice with a new maturity date. In case of returning the invoice due to the aforesaid reason, the Buyer shall not be authorized to bill punitive interests to the Seller for the delay of the payment.

Article VI. Handling of Packaging

- (1) The customer shall be obliged to handle the Packaging duly and adequately.

- (2) If the Buyer returns damaged Packaging, the Seller shall assess the level of the damage and the required costs for their repair. Such costs shall be deducted from the redemption price according to the price list. This fact shall be announced to the Buyer immediately after the receiving of the Packaging, however, at the latest within ten working days from the take-over of the Packaging in the form of a rejection claim of the Transport Packaging. In case that the Buyer does not agree with the amount for the necessary repair of the Packaging, the Seller shall not be obliged to receive the damaged Packaging back and pay the invoice for such Packaging. The Buyer shall then have a possibility to take such Packaging back at its own costs within 1 month.
- (3) The previous paragraph shall not apply to the Packaging KBB.

Article VII. Packaging KBB – Management and Redemption

- (1) The redemption and management of the Packaging KBB shall be governed by the contract concluded between the company Kabelové bubny a bedny, s.r.o., Registration Number: 469 69 691 (hereinafter only referred to as “KBB”) and the Buyer.
- (2) KBB shall only redeem the Packaging KBB, which have due identification marks of KBB (diameter, evidence number and sign).
- (3) KBB shall redeem the Packaging KBB for the prices agreed by and between KBB and the Buyer.
- (4) KBB shall not redeem the Packaging KBB, which suffered from inadequate handling, with especially the following defects:
 - deformed parts of the Packaging KBB;
 - packaging KBB without due identification marks.
- (5) During each redemption of the Packaging KBB, the Buyer shall send an advance notice about the drums including the following data: number of the Packaging KBB, diameter of the individual Packaging KBB, evidence numbers of the Packaging KBB and information about where the Packaging KBB are prepared for loading.
- (6) The transport of the Packaging KBB shall be ensured by KBB according to the agreed conditions either by own vehicle or by means of a hired transport company, from the whole territory of the Czech Republic and the Slovak Republic, namely from the place of the registered office of the Buyer or from a pre-defined place of the distribution warehouse of the Buyer.

Article VIII. Final Provisions

- (1) The Conditions for management of Transport packaging, including the current price list, are publicly accessible on the Internet pages of the Seller (www.kablovrchlabi.cz).
- (2) The following annexes shall form an integral part hereof:

**Annex No. 1 – Price list of the Transport Packaging
valid from 01.01.2022**

Packaging code	Name of Packaging	Sales price EUR/pc	Redemption price EUR/pc
200	Wooden pallet 60 x 80	9,60	6,00
202	Wooden pallet 120 x 80 EUR	18,80	9,20
217	Metal drum 630	64,00	48,00
219	Pallet for drums 630	92,00	76,00
250	Wooden drum 800	80,00	64,00
256	Wooden drum 1,000	100,00	80,00
291	Coil PVC 270	4,00	2,40
293	Coil PVC 300 width 90	4,00	2,40
507	Coil PVC 255	2,80	0,00
554	Plastic cone NPS 400/150	36,00	24,00
555	Plastic cone NPS	36,00	24,00
660	Metal pallet	292,00	272,00
665	Pallet for barrels, big	88,00	72,00
666	Pallet for barrels, small	84,00	68,00
690	Bag Kablo Vrchlábí	24,00	16,00
691	Wooden pallet 100 x 100 for bags	14,00	10,00
700	Plywood coil 500 width 400 mm	10,40	0,00
701	Plywood coil 600 width 400 mm	15,60	0,00
702	Plywood coil 760 width 400 mm	26,80	0,00
704	Plywood coil 1,000 mm	66,00	0,00
707	Plywood coil 400 width 400 mm	8,80	0,00
721	Carton No. 1	0,60	0,00
722	Carton No. 2	1,00	0,00
723	Carton No. 3	1,40	0,00
724	Carton No. 4	1,80	0,00
725	Carton No. 5	2,20	0,00
726	Carton No. 6	2,20	0,00
727	Carton No. 7	2,60	0,00
728	Paper barrel, big	52,00	40,00
738	Paper barrel, small	40,00	28,00
741	Carton box 400 x 400 mm	2,00	0,00
795	Bag	1,60	0,00
799	Small box 195 x 65 x 195 mm	0,60	0,00
899	Big box 220 x 65 x 220 mm	0,60	0,00
903	Box SWAP 1185 x 785 x 680	8,00	0,00
918	PLB 8 wooden drum 800	80,00	64,00
71	Wooden drum XBK 900	35,00	30,00
77	Wooden drum XBK 1000	40,00	35,00
78	Wooden drum XBK 1250	70,00	65,00